



OREGON

"Delivering Excellence Everyday"

MARION COUNTY BOARD OF COMMISSIONERS

Wednesday, September 30, 2026
Board Session 9:00 a.m.

Senator Hearing Room
555 Court Street NE, Salem

PUBLIC COMMENT

CONSENT

FINANCE

1. Approve an order to adopt revised Marion County Administrative Policy #809, Sale and Disposition of Excess Tax Foreclosed and Surplus Real Property in accordance with Oregon Revised Statutes (ORS) Chapters 271, 275, and 312; and Administrative Procedure #809-A, Sale of Excess Tax Foreclosed and Surplus Real Property; and adopt new Procedure #809-B, Sale and Disposition of Tax Foreclosed Real Property subject to ORS 312.500 to 312.560.
2. Approve quitclaim deeds conveying tax foreclosed properties for tax accounts 335315 and 332037, back to Emerald Enterprise, LLC, the prior owner of record.

HEALTH AND HUMAN SERVICES

3. Approve Amendment #4 to the Purchase Order (PO) with Redwood Toxicology Laboratory to add \$700,000 for drug testing services for a new PO total of \$1,600,000, with no changes to the ending term date of December 1, 2029.

HUMAN RESOURCES

4. Approve the recommendation to establish and adopt classification code #454, Radio System Administrator.

INFORMATION TECHNOLOGY

5. Approve the Purchase Order with Mythics, LLC in the amount of \$193,445.47 for the renewal of Oracle support and maintenance retroactive to July 1, 2026, through June 30, 2027.

6. Approve an Intergovernmental Agreement with the Oregon Department of Administrative Services, State Procurement Services (DAS SPS) in the not-to-exceed amount of \$292,680 to utilize Data Center Services (DCS) colocation services to host select county computing systems with an ending term date of 10 years from the effective date.

PUBLIC WORKS

7. Approve Amendment #1 to the Memorandum of Understanding (MOU) between the Marion County Board of Commissioners Office and the Marion County Public Works Department to redirect and add federal American Rescue Plan Act (ARPA) funding in the amount \$1,830,138.40 for a new MOU total of \$10,830,138.40 for the Marion County Radio Communications Project that will be utilized by first responders through December 31, 2026.

8. Approve a resolution authorizing Marion County Parks to submit a grant application to the Oregon Parks and Recreation Department for planning at North Santiam Park and approve delegating authority to the Marion County Chief Administrative Officer to sign the application.

ACTION

PUBLIC WORKS

9. Consider approval of the Commercial Onsite Septic Grant Agreement with Joshua J. Hunsaker and Sandi S. Elwood that utilizes federal American Rescue Plan Act (ARPA) funding in the amount of \$850,900, with no matching county funds required, for the construction of septic system repairs and improvements at 200 Detroit Avenue North in Detroit, Oregon, tax lot 105E01BC17700, through November 20, 2026. –Brian Nicholas

PUBLIC HEARINGS **Starting no earlier than 9:00 a.m.**

None.

Members of the public may submit written testimony by email to PublicHearings@co.marion.or.us For agenda items where in-person testimony is allowed, the public may sign up to provide testimony by telephone by emailing PublicHearings@co.marion.or.us at least 24 hours before the meeting. The email must specify the meeting date/time and agenda topic for which testimony is being submitted. For telephone testimony requests, the email must also include your name and the phone number that staff should use to call you at the appropriate time.

If you require interpreter assistance, an assistive listening device, large print material or other accommodations, call 503-588-5212 at least 48 hours in advance of the meeting. TTY 503-588-5168 Si necesita servicios de interprete, equipo auditivo, material copiado en letra grande, o culaquier otra acomodacion, por favor llame al 503-588-5212 por lo menos 48 horas con anticipacion a la reunion. TTY 503-588-5168 Marion County is on the Internet at: www.co.marion.or.us



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 9/30/2026

Department: Finance

Title: Policy 809 & procedures 809-A and 809-B Board Order

Management Update/Work Session Date: Work Session - 6/17/2026 Audio/Visual aids ☐

Time Required: 5 min Contact: John Carlson Phone: 503-373-4364

Requested Action:

Approve revisions to Policy 809 & procedure 809-A and adoption of procedure 809-B.

Issue, Description & Background:

In September 2025, Oregon House Bill 2089, now codified in Oregon Revised Statutes (ORS) 312.500–312.560, became law. This legislation followed the Tyler v. Hennepin County Supreme Court case and affects all tax foreclosed property sales involving claimants who received a one-year notice of redemption under ORS 312.125 that expired on or after May 25, 2023.

In response to this change, Marion County Finance updated Policy 809 and Procedure 809-A to reflect the revised requirements for the sale of tax-foreclosed property. Additionally, Procedure 809-B was drafted to address the sale of tax-foreclosed property and the distribution of surplus proceeds in accordance with this new legislation.

Financial Impacts:

All surplus funds from the sale of tax foreclosed property will now be sent to the Oregon State Treasury for any potential claimant(s) of surplus funds.

Impacts to Department & External Agencies:

NA

List of attachments:

Policy 809 and procedures 809-A & 809-B

Presenter:

John Carlson

Department Head Signature:

John D. White

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the Matter of Revising Administrative)
Policy 809 and Administrative Procedure)
809-A and Adopting Administrative Procedure)
809-B)

ORDER No. _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting Wednesday, September 30, 2026, to consider the revision and adoption of certain administrative policies related to the foreclosure process.

WHEREAS, the board adopted Policy 809, Sale of Excess Tax Foreclosed and Surplus Real Property in November 2011; and

WHEREAS, the board adopted Administrative Procedure 809-A, Sale of Excess Tax Foreclosed and Surplus Real Property in November 2011; and

WHEREAS, Oregon House Bill 2089 now codified in ORS chapter 312 requires changes to the disposition of tax foreclosed property and distribution of surplus funds; and

WHEREAS, the Board finds it appropriate to adopt revised administrative policy 809 and revised procedure 809-A, and new procedure 809-B to ensure consistency, accuracy, and alignment with Oregon Law; now, therefore,

IT IS HEREBY ORDERED that Marion County Administrative Policy 809, Sale of Excess Tax Foreclosed and Surplus Real Property and Procedures 809-A & 809-B attached hereto, are adopted.

DATED at Salem, Oregon, this 30th day of September 2026

MARION COUNTY BOARD OF COMMISSIONERS

Colm Willis, Chair

Kevin Cameron, Vice Chair

Danielle Bethell, Commissioner

Attachments: Policy #809 & Procedures 809-A & 809-B



ADMINISTRATIVE POLICIES

SECTION:	Property Management	POLICY #:	809
TITLE:	Sale and Disposition of Excess Tax Foreclosed and Surplus Real Property in accordance with ORS 271,275 & 312	PROCEDURE #:	809-A & B
		ORDER #:	18-108
DEPT:	Finance	PROGRAM:	N/A
ADOPTED:	11/11	REVIEWED:	REVISED: 09/26

PURPOSE: The purpose of this policy is to establish standards for the sale of excess tax foreclosed and surplus real property.

AUTHORITY: The Marion County Board of Commissioners may establish rules and regulations in reference to managing the interest and business of the county under ORS 203.010, 203.035 and 203.111.

The Marion County Board of Commissioners expresses the governing body's formal, organizational position of fundamental issues or specific repetitive situations through formally adopted, written policy statements. The policy statements serve to provide rules for public officials on the conduct of county business.

The Marion County Board of Commissioners' Administrative Policies and Procedures manual outlines the forms and process through which the board takes formal action on administrative policy. It is the official record of county administrative policy.

ORS Chapter 275- County Lands, ORS Chapter 312- Foreclosure of Property Liens, and ORS Chapter 271-Use of Public Lands govern the county's process for tax foreclosure and the disposition of excess tax foreclosed and surplus real property.

APPLICABILITY: All county departments.

GENERAL POLICY: It is Marion County's policy to first review all property obtained by the county to determine any county needs, such as right-of-way, easement, program use, etc. Once all county needs have been identified and executed, any property remaining and available for sale is determined to be excess property. The county's primary goal for excess property is to have it reinstated to the county tax roll or into public use. To achieve those goals, the county will offer parcels of excess tax foreclosed and surplus real property for sale, with a minimum sale price sufficient to at least recover unpaid property taxes on the property and any costs incurred by the county while in ownership of the property. The Board of Commissioners has

SUBJECT: Sale and Disposition of Excess Tax Foreclosed and Surplus Real Property in accordance with ORS 271,275 & 312

established a preference for the order of priority for the use or sale of excess tax foreclosed and surplus real property as follows:

1. Retention by the county for ongoing county use.
2. Sale to prior owner if requested and qualified.
3. Sale to neighboring property owners subject to statutory limitations.
4. Sale at public auction.
5. Sale by private sale.

The county may also choose to consider the sale or transfer of tax foreclosed or surplus real property to a local municipality within Marion County when the municipality submits a written request to the board of commissioners requesting such consideration. Sale or transfer of property to a municipality may occur at any point in the above noted “order of priority” for property sales. In determining a sales price for sale or transfer of property to a local municipality, the price is solely at the board’s discretion. However, as a general guideline, it is the county’s goal to obtain a price that at least recovers the amount of previously unpaid property taxes and any other costs incurred by the county during ownership of the property to the extent affordable by the local municipality.

In accordance with ORS Chapter 271.330, the county, upon written request may also choose to consider to relinquish title to excess tax foreclosed or surplus property to a qualifying non-profit or municipality for low income housing, social services, or child care services. In addition, the county may convey real property title to a non-profit or municipality for the creation of open space, parks or natural areas for perpetual public use.

The board reserves the right to determine a different order of priority in any given circumstance to best meet the needs of the county, local taxing districts, and the public interest.

Tax foreclosed real properties are deeded to the county in accordance with ORS Chapter 312 for the nonpayment of real property taxes. Surplus real property is county owned property that was acquired by the county through purchase or donation and the board of commissioners has decided that the property is not required to be kept for any county purpose. This policy and the associated procedures shall be utilized for the sale of both excess tax foreclosed real property and surplus real property.

POLICY GUIDELINES:

1. RESPONSIBILITIES

1.1. Selling Surplus and Tax Foreclosed Property:

SUBJECT: Sale and Disposition of Excess Tax Foreclosed and Surplus Real Property in accordance with ORS 271,275 & 312

- 1.1.1. Marion County shall sell excess tax foreclosed real property and surplus real property in a fair and equitable manner, in accordance with ORS Chapter 275, ORS Chapter 271, ORS Chapter 312 and as set forth in this policy and the associated procedures.
- 1.1.2. All properties are sold “as is”. The county does not guarantee or warrant that any parcel is usable for any particular purpose.
- 1.1.3. The Board of Commissioners will consider the best interests of the taxing districts and the county when deciding appropriate action to be taken on any sale of real property.

1.2. Reserves the Right to Retain:

- 1.2.1. In any event, Marion County reserves the right to retain any piece of property or any interest in a piece of property if doing so is deemed to be in the public interest.

1.3. Property Transfer by Quitclaim Deed:

- 1.3.1. Marion County makes no representation about the value, zoning, suitability for any purpose, building feasibility, environmental condition, wetland designation, forest zones, easements, city ordinances and regulations or any other matters.
- 1.3.2. Marion County transfers any interest it may hold in properties by quitclaim deed, not warranty deed.

1.4. Tax foreclosure property sale proceeds, for which the property deeded prior to October 23, 2017, are distributed in accordance with ORS Chapter 275.275-Distribution of Proceeds.

1.5. Tax foreclosure property sale surplus, for which the claimant received a one-year notice of redemption under ORS Chapter 312.125 that expired on or after May 25, 2023, shall be managed in accordance with ORS Chapter 312.530.

2. EXCEPTIONS

The board of commissioners may grant exceptions to this policy. Exceptions will be based on the best interests of the public, the county, and the taxing districts.

3. IMPLEMENTATION

The Finance Department shall implement this policy with the review and approval of the board of commissioners.

4. PERIODIC REVIEW

The Finance Department shall review this policy at least every three years, or more often if needed, and update as necessary.

Adopted: 11/11

Revised: 09/26

SUBJECT: SALE OF EXCESS TAX FORECLOSED AND SURPLUS REAL PROPERTY



Marion County
OREGON

ADMINISTRATIVE PROCEDURES

TITLE: Sale of Excess Tax Foreclosed and Surplus Real Property		PROCEDURE #: 809-A
DEPT: Finance		PROGRAM: N/A
EFFECTIVE DATE: 11/11	REVIEWED:	REVISED: 09/26

OBJECTIVE: To establish procedures for selling parcels of excess tax foreclosed and surplus real property to the prior owner of record, the adjacent property owners, the general public, or local municipalities, in a fair and equitable manner for the benefit of the taxing districts, the county, and the public interest.

Procedure 809-A specifically applies to the sale of all tax-foreclosed or excess property deeded to the county prior to October 23, 2017. Procedure 809-B applies strictly to tax foreclosures in which the surplus claimant received a one-year redemption expiration notice under ORS 312.125 on or after May 25, 2023, and implements the amendments established in House Bill 2089 (2025) (effective September 26, 2025).

REFERENCE: Policy # 809

POLICY STATEMENT: It is Marion County's policy to first review all property obtained by the county to determine any county needs, such as right-of-way, easement, program use, etc. Once all county needs have been identified and executed, any property remaining and available for sale is determined to be excess property. The county's primary goal for excess property is to have it reinstated to the county tax roll or into public use. To achieve those goals, the county will offer parcels of excess tax foreclosed and surplus real property for sale, with a minimum sale price sufficient to at least recover unpaid property taxes on the property and any costs incurred by the county while in ownership of the property. The Board of Commissioners has established a preference for the order of priority for the use or sale of excess tax foreclosed and surplus real property as follows:

1. Retention by the county for ongoing county use.
2. Sale to prior owner if requested and qualified.
3. Sale to neighboring property owners subject to statutory limitations.
4. Sale at public auction.
5. Sale by private sale.

The county may also choose to consider the sale or transfer of tax foreclosed or surplus real property to a local municipality within Marion County when the municipality submits a written request to the board of commissioners requesting such consideration. Sale or transfer of property to a municipality may occur at any point in the above noted "order of

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priority” for property sales. In determining a sales price for sale or transfer of property to a local municipality, the price is solely at the board’s discretion. However, as a general guideline, it is the county’s goal to obtain a price that at least recovers the amount of previously unpaid property taxes and any other costs incurred by the county during ownership of the property to the extent affordable by the local municipality.

In accordance with ORS Chapter 271.330, the county, upon written request may also choose to consider to relinquish title to excess tax foreclosed or surplus property to a qualifying non-profit or municipality for low income housing, social services, or child care services. In addition, the county may convey real property title to a non-profit or municipality for the creation of open space, parks or natural areas for perpetual public use.

The board reserves the right to determine a different order of priority in any given circumstance to best meet the needs of the county, local taxing districts, and the public interest.

Tax foreclosed real properties are deeded to the county in accordance with ORS Chapter 312 for the nonpayment of real property taxes. Surplus real property is county owned property that was acquired by the county through purchase or donation and the board of commissioners has decided that the property is not required to be kept for any county purpose. Policy 809 and Procedure 809-A shall be utilized for the sale of excess tax foreclosed real property which deeded prior to October 23, 2017 and all excess surplus real property regardless of the date it was acquired or deeded to the county.

APPLICABILITY: All county departments.

PROCEDURES:

1. The Finance Department will oversee all property to be offered for sale by Marion County.
2. A listing of buildable real property or real property with a real market value of \$15,000 or greater, proposed to be sold, will be distributed at least annually to all county departments for review and recommendation as to whether the property is to be kept, exchanged, set aside for right-of-way or other action taken. Prior to any sales, Marion County Public Works shall receive a list containing every property, proposed to be sold, regardless of buildable status, real market value or condition in order to determine if retention of said property is in the best interests of Marion County.
 - 2.1. Each incorporated city within the county will receive information regarding any properties to be sold that are found within the city’s boundaries.
 - 2.2. If a city has an interest in one or more of the properties, the city may submit a written request to purchase the property to the Finance Department.
 - 2.3. The Finance Department shall follow procedures in accordance with ORS Chapter 271 and as set forth in these procedures.

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3. Properties may also be offered for sale to the prior owner of record.
 - 3.1. If the prior owner of record of the property indicates an interest to reacquire a tax foreclosed property, the Finance Department shall follow procedures in accordance with ORS Chapter 275.180 and as set forth in these procedures.
4. The Board of Commissioners shall make all final decisions regarding the sale of excess tax foreclosed and surplus real property including any and all situations of conflict or of multiple requests for the same piece of property.
5. Properties that are not retained by the county or sold to the prior owner may be sold at public auction or by private sale as set forth in the associated statutes ORS Chapters 275.110 and 275.225 and in sections 9 and 10 of these procedures.
6. Properties not sold as set forth in section 5 may be offered for sale or transfer to a local municipality as set forth in section 10.5 of these procedures.
7. The following guidelines are to be followed for all properties being considered for sale by Marion County:
 - 7.1. All property shall be sold "AS IS". Marion County transfers by quitclaim deed its interest in the property and makes no representation about the value, zoning, suitability for any purpose, building feasibility, environmental condition, wetland designation, forest zones, easements, city ordinances and regulations or any other matter.
 - 7.2. Property sales shall be for cash or land sale contract as follows:
 - 7.2.1. Sale for a purchase price of \$5,000 or less shall be for cash only.
 - 7.2.2. Some sales may require the purchase to be cash only if the property has been advertised as "Cash Only".
 - 7.2.3. Contracts may be offered for sales of a purchase price of \$5,001-\$9,999 and shall be paid in monthly payments for no more than 2 years.
 - 7.2.4. Contracts may be offered for sales of a purchase price of \$10,000-\$19,999 and shall be paid in monthly payments for no more than 5 years.
 - 7.2.5. Contracts may be offered for sales of a purchase price of \$20,000 or over and shall be paid in monthly payments for no more than 10 years.
 - 7.2.6. The interest rate for land sale contracts shall be set at prime rate, on the day of the sale, plus 3%. The monthly payment will be calculated by the Marion County Finance Department and will include principal and interest.
 - 7.2.7. A 25% down payment is required for any land sale contract. Specific information on whether a down payment is refundable is detailed in each of the various sale procedures.
 - 7.2.8. The Finance Department shall review the land sale contract with the purchaser and have purchaser sign a land sale contract summary acknowledging that the purchaser understands the contract.
 - 7.3. Marion County reserves the right to refuse to enter into a contract with any buyer who has failed to perform his or her obligations on any previous purchase of real property from Marion County.
 - 7.4. Marion County reserves the right to retain any real property or any interest in a piece of property it deems to be in the public interest to do so.
 - 7.5. In unique situations involving land sale contracts, staff may seek Board direction on contract terms, including provisions for resale to prior owners of record subject to statutory limitation guidelines.

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8. Sale of Excess Tax Foreclosed Real Property to the Prior Owner of Record

- 8.1. If the prior owner of record has an interest in reacquiring the property, the property may be sold as described below:
 - 8.1.1. The prior owner of record shall request to purchase the property by submitting a letter to the board of commissioners, via the Finance Department.
 - 8.1.2. The letter shall detail the specifics of why the prior owner wants to purchase the property and explain how they have the financial ability to purchase the property from the county and keep the property taxes current.
 - 8.1.3. If the board of commissioners denies the request, sale of the property shall follow the guidelines of Policy 809.
 - 8.1.4. If the board approves the request to sell the property to the prior owner of record, the Finance Department shall execute the sale.
- 8.2. The sale price shall be the total of the amount of:
 - 8.2.1. Taxes and interest accrued against the property at the time the property was deeded to the county;
 - 8.2.2. Plus 9% per annum on the accrued taxes and interest since the county's date of acquisition;
 - 8.2.3. Plus any taxes and interest which would have accrued through the date of purchase but for the county's ownership; and
 - 8.2.3.1. If the date of purchase is on or after July 1st, estimated property taxes for the new tax roll that will be Certified in October of that same year.
 - 8.2.3.2. And any accrued delinquent interest at 9% (0.75% each month or part of the month) on that new tax year.
 - 8.2.4. Any fees assessed by the tax collector and an administrative fee of 15% of the purchase price.

9. Sale of Excess Tax Foreclosed and Surplus Real Property at Public Auction

- 9.1. The Finance Department shall recommend to the board of commissioners a list of properties to be sold at auction.
- 9.2. In accordance with ORS Chapter 275, the board of commissioners shall enter an order for the sale, with the public notice containing the list of properties and the setting of the public auction date.
 - 9.2.1. A public notice of the sale shall be published in a newspaper within the county once a week for four consecutive weeks prior to the auction and the auction will be held no earlier than ten days after the last advertisement.
 - 9.2.2. The public notice shall contain the time and location of the sale; the date of the order directing the sale; and the list of properties to be sold detailing the tax lot number, street address or a description of location, approximate acreage, real market value, and minimum bid for each property.
- 9.3. The above noted list of properties and the rules of the auction will also be noticed on Marion County's website, Property Auction Information page <http://www.co.marion.or.us/FIN/Pages/propertyinfo.aspx> when there is an auction scheduled and the public notice has been published.
 - 9.3.1. The Finance Department will also maintain a notification list to notify interested prospective buyers of an upcoming auction.

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- 9.4. A reference guide will be available at the Marion County Finance Department's reception desk for a nominal fee and can also be obtained on the county website.
 - 9.4.1. This guide will contain a reference map, legal description and other pertinent information as available.
 - 9.4.2. The guide is only a reference for prospective buyers to make their own determination as to the existence, value and usability of the interest in the property the county is offering for sale.
- 9.5. Prospective buyers are responsible for researching any and all conditions concerning the properties offered.
 - 9.5.1. Marion County makes no representation about the value, zoning, suitability for any purpose, building feasibility, environmental condition, wetland designation, forest zones, easements, city ordinances and regulations or any other matters.
 - 9.5.2. The county transfers any interest it may hold in these properties by quitclaim deed, not warranty deed.
- 9.6. Property will be auctioned by the sheriff or his duly appointed representative at a designated location.
 - 9.6.1. Bidders shall register prior to the auction to receive a bidder's identification number.
 - 9.6.2. The auctioneer will not recognize unregistered bidders.
- 9.7. Properties are normally sold with the minimum bid set at 75% of the current real market value (RMV) as estimated by the county and verified by physical inspection by the assessor's office or qualified appraiser or realtor within 120 days of the date of the public auction, unless specifically advertised otherwise.
 - 9.7.1. When property left unsold from a previously offered auction is to be offered for sale at a future auction, the minimum bid may be set at an additional discount as recommended by the Finance Department.
- 9.8. Bidding:
 - 9.8.1. Bids less than the advertised minimum bid will not be accepted.
 - 9.8.2. Bidding shall be increments of \$100.00.
 - 9.8.3. If no satisfactory bid is received for the parcel announced for sale, the parcel shall be removed from the sale and the parcel shall not be offered again at the same auction.
 - 9.8.4. After bids have been called for three times and no further acceptable bids are offered, the auctioneer shall sell the parcel to the highest bidder.
 - 9.8.5. The sale will terminate after bids have been called for on all parcels whether the parcels have or have not been sold.
- 9.9. Successful bidders will be required to sign a certificate of sale immediately after the close of the auction and a copy will be provided.
 - 9.9.1. The certificate of sale shall include the terms of the sale and the name that is to be recorded on the deed.
 - 9.9.2. When a corporation signs the certificate of sale, Marion County will require evidence that the person signing is the president or authorized signer along with the corporation resolutions authorizing the transaction.
- 9.10. Marion County reserves the right to remove any property from public sale and/or retain any real properties when it deems it to be in the best interest of the county and the public.
- 9.11. Sales will be for cash and/or land sale contract as designated for each property.
- 9.12. A 25% non-refundable down payment is required on all sales.
- 9.13. Payment shall be received within one day after the close of the auction and shall be by cash, cashier check, money order or certified check.

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- 9.14. Failure to present the 25% down payment within one day of the closure of the auction is a breach of contract.
- 9.15. Personal checks will be accepted provided a certified bank check is furnished to replace the personal check within 24 hours after the termination of the sale.
 - 9.15.1. Failure to replace the personal check is also a breach of contract.
- 9.16. Cash sales require a 25% non-refundable down payment.
 - 9.16.1. The full payment of the bid sale must be received within 30 days from the date of the auction.
 - 9.16.2. If the buyer fails to consummate the sale, the down payment will be retained by Marion County. The property will then be offered to the next high bidder.
 - 9.16.3. If the second high bidder does not exercise the purchase option, the property shall be placed on the available property list or offered at future auctions by recommendation from the Finance Department.
- 9.17. Properties identified in the newspaper advertisement as “CASH ONLY” sales shall not be offered on contract nor will a sale for a purchase price of \$5,000 or less be offered on contract.
- 9.18. Land sale contracts require a 25% non-refundable down payment.
 - 9.18.1. If a buyer fails to enter into a contract within 30 days, the down payment will be retained by Marion County and the property will be offered to the next high bidder.
 - 9.18.2. If the second high bidder does not exercise the purchase option, the property shall be placed on the available property list or offered at future auctions by recommendation from the Finance Department.
- 10. Sale of Excess Tax Foreclosed and Surplus Real Property By Private Sale
 - 10.1. The Finance Department shall be responsible for the overall planning and execution of private sales through sales negotiations or offered through a sealed bid process.
 - 10.2. A private sale shall be utilized for the sale of three different categories of property:
 - 10.2.1. Property unsold after public auction in accordance with ORS Chapter 275.200 when the Finance Department deems it to be in the best interest of the county and the taxing districts;
 - 10.2.2. Property to be offered to only the adjacent property owner(s) and sold in accordance with ORS Chapter 275.225 and pursuant to these procedures; and
 - 10.2.3. Property sold or transferred to a local municipality in accordance with ORS Chapter 271.310 and ORS Chapter 271.330.
 - 10.3. Private Sale of Property Unsold After Auction by Sealed Bid
 - 10.3.1. This sale type may be utilized when the county has property unsold from an auction and the Finance Department deems that it is in the best interest of the county and the taxing districts to sell the property by sealed bid to the general public.
 - 10.3.2. The list of properties to be offered for sale will be available at the Marion County Finance Department reception desk and on the Marion County website, Property Auction Information page. <http://www.co.marion.or.us/FIN/Pages/propertyinfo.aspx>
 - 10.3.3. A reference guide containing a reference map, legal description of the property, and other pertinent information will be available at the Finance Department reception desk for a nominal fee and will be posted on the county’s website.
 - 10.3.3.1. The guide is only a reference for prospective buyers to make their own determination as to the existence, value and usability of the interest in the property the county is offering for sale.
 - 10.3.3.2. Prospective buyers are responsible for researching any and all conditions concerning the properties offered.

SUBJECT: SALE OF EXCESS TAX FORECLOSED AND SURPLUS REAL PROPERTY

10.3.4. All offers to purchase available real property must be submitted in the following manner:

10.3.4.1. All offers must be submitted in writing using the sealed bid form found on the Marion County Finance Department website or image copies thereof and

Mailed to: Marion County, Finance Department
PO Box 14500
Salem OR 97309
- OR -

Delivered to: Marion County, Finance Department
555 Court St NE, Suite 4247
Salem OR 97301

- 10.3.4.2. A Finance Department representative shall notate the envelope with the date and time that the envelope has been received.
- 10.3.4.3. All offers must be sealed in an envelope.
- 10.3.4.4. Each offer must be for a single parcel of real property.
- 10.3.4.5. The exterior of the envelope must set forth the name, address and telephone number of the maker of the offer, the date of the offer and the tax lot number for the real property.
- 10.3.4.6. If the offer is to be mailed, the envelope with the offer shall be placed inside another envelope that has the county's mailing address.
- 10.3.4.7. All offers of \$5,000 or less must be accompanied by a cashier's check, certified check or money order in the full amount offered for the real property.
- 10.3.4.8. Offers on properties to be sold by cash that are greater than \$5,000 must be accompanied by a cashier's check, money order or certified check for at least 25% of the bid amount as a down payment.
- 10.3.4.9. This down payment will be refunded if the offer is not accepted by the board of commissioners.
- 10.3.4.10. The payment in full amount of the offer is due and payable within 30 days from the date of the board of commissioner's decision to sell (accept the offer). If the buyer fails to make payment in full to complete the sale, then the down payment will be forfeited to Marion County.
- 10.3.4.11. Offers on properties to be sold on contract that are greater than \$5,000 must be accompanied by a cashier's check, certified check or money order for at least 25% of the amount bid, as a down payment.
- 10.3.4.12. This down payment will be refunded if the offer is not accepted by the board of commissioners.
- 10.3.4.13. Contracts will be executed no later than 30 days after the board of commissioner's decision to sell (accept the offer).
- 10.3.4.14. Failure to enter into a contract within 30 days will cause the down payment to be forfeited to Marion County.
- 10.3.4.15. All offers must be physically received before the close of the last business day of the sale as advertised.

SUBJECT: SALE OF EXCESS TAX FORECLOSED AND SURPLUS REAL PROPERTY

- 10.3.4.16. On the first business day following the close of the sale, two Finance Department representatives will open all offers, document the offers as submitted and prepare a recommendation to the board of commissioners for action at the next available board meeting.
- 10.3.4.17. If identical offers are received within the deadline prescribed herein, the valid offer received first in time will be the offer considered by the board of commissioners.
- 10.3.4.18. No offer for less than 15% of the minimum bid set for the real property at the preceding public auction at which the real property was offered will be considered as a valid offer in accordance with ORS Chapter 275.200.
- 10.4. Private Sale to Adjacent Property Owner(s) by Sealed Bid
 - 10.4.1. Properties that meet the following conditions may only be offered for sale to the adjacent property owner(s) if:
 - 10.4.1.1. The property has a real market value of less than \$15,000 as listed on the assessment roll; and
 - 10.4.1.2. The property is unsuited for the construction or placement of a dwelling under applicable zoning ordinances and building codes.
 - 10.4.2. The Finance Department shall send a letter detailing the sale to all adjacent property owners of the subject county owned property.
 - 10.4.3. Adjacent property owners interested in purchasing the subject property shall submit their bid as specified in section 10.3.4. above.
 - 10.4.4. If identical offers are received within the deadline prescribed herein, the valid offer received first in time will be the offer considered by the board of commissioners.
 - 10.4.5. The successful bidder shall be required to consolidate the parcel with their current tax lot(s) as applicable. The Finance Department shall assist the bidder to accomplish this action with the assessor's office.
 - 10.4.6. In unique circumstances, staff may seek direction from the board on the disposition of properties satisfying the conditions set forth in section 10.4.1 above.
- 10.5. Private Sale to a Local Municipality or Nonprofit
 - 10.5.1. A local municipality or non-profit may make a request to purchase excess tax foreclosed or surplus real property. A request must be submitted in writing to the Marion County Board of Commissioners or the Marion County Finance Department.
 - 10.5.2. Excess tax foreclosed and surplus real property may be transferred or sold to a local municipality providing that the property shall be used for a public purpose for not less than 20 years.
 - 10.5.3. Excess tax foreclosed and surplus real property may be transferred to a nonprofit corporation only under specific circumstances as defined in ORS 271.330(2)(a)(low income housing, social services, or child care services) and(3)(open space, parks, or natural areas).
 - 10.5.4. All such sales and transfers must be advertised in a newspaper of general circulation in the county for a minimum of two successive weeks indicating the intent to sell or transfer the property and set a public hearing date to hear any potential objections.
 - 10.5.5. The real property shall be conveyed by deed, subject to a reversionary interest (when applicable) retained by Marion County in the event the property is not used for a public purpose. The reversionary interest may be waived by the board of commissioners.
 - 10.5.6. The board of commissioners may determine the price at which the property will be sold with no minimum amount required by statute.

SUBJECT: SALE OF EXCESS TAX FORECLOSED AND SURPLUS REAL PROPERTY

- 10.5.7. The board of commissioners will consider the best interests of the taxing districts and the county when deciding the appropriate action to take in response to any offer.
 - 10.5.8. The Finance Department will submit all valid offers to the board of commissioners with a staff recommendation as appropriate.
 - 10.5.9. If the Finance Department has not physically received an offer that meets any specified criteria, or if no offer is accepted by the board of commissioners, the property will remain available for the next sale.
 - 10.5.10. If an offer is accepted, no subsequent offers for that property will be considered.
 - 10.5.11. All offers submitted and accepted by the board of commissioners are binding; no money submitted will be refunded if the board of commissioners accepts the offer.
 - 10.5.12. The person/entity making the offer is responsible for applicable recording fees.
 - 10.5.12.1. All fees must be paid within 10 days of the date of the Marion County Board of Commissioners acceptance of the offer and notification is made to the maker of the offer.
11. Marion County reserves the right to remove any property from public sale and/or retain any real properties when it deems it to be in the best interest of the public.



ADMINISTRATIVE PROCEDURES

TITLE: Sale and disposition of tax foreclosed real property subject to ORS 312.500 to 312.560		PROCEDURE #:	809-B
DEPT: Finance		PROGRAM:	N/A
EFFECTIVE DATE:	09/26	REVIEWED:	REVISED: N/A

OBJECTIVE: This procedure establishes guidelines for managing tax foreclosed real property, including the disposition of property deeded to the County, methods of sale or retention, and the determination and payment of surplus proceeds to the Oregon State Treasury. It is adopted in accordance with ORS 312 and applies to claims arising from the sale of such property when the claimant received a one-year notice of redemption under ORS 312.125 that expired on or after May 25, 2023.

REFERENCE: Policy # 809

POLICY STATEMENT: Marion County reviews all property acquired through tax foreclosure to identify potential internal uses, including right-of-way, easements, or programmatic purposes. The Finance Department will present these properties to the Board of Commissioners for direction regarding notification to county departments and outside entities. After coordinating identified needs with appropriate county departments or other governmental entities, the County evaluates the property's current value in accordance with ORS Chapter 312. Prior property owners or claimants shall be compensated for any surplus funds, as outlined in this policy, that is retained by the county or transferred to any other public or nonprofit entity.

The County's primary goal is to manage property in such a method that will maximize the public benefit, clearly identify any surplus funds, and comply with the ORS Chapter 312 requirements for determining and notifying potential claimants of any surplus funds. To obtain these results, Marion County follows the sale procedures outlined in ORS Chapter 275 and ORS Chapter 312.

The Board of Commissioners has established the following order of priority for the use or sale of tax foreclosed real property:

1. Retention by the County for ongoing county use or other public purposes.
2. Sale to prior owner if requested and qualified.
3. Sale to adjacent property owners as applicable.
4. Sale at public auction or by real estate agent as applicable.
5. Sale by private sealed bid sale as applicable.

Pursuant to ORS 312.520, the County may elect to retain tax foreclosed property for public benefit. If the County does so, it shall obtain an appraisal from a licensed appraiser that is unaffiliated with the County. In addition, pursuant to ORS 271.330, the County may, upon written request, convey tax foreclosed property to a qualifying nonprofit organization or municipality for low-income housing, social services, or child care services. The County may also convey property for the creation of open space, parks, or natural areas for perpetual public use. In any event, unless otherwise approved by the Board, the entity receiving the tax foreclosed property must purchase the property at its fair market value.

The Board reserves the right to establish an alternative order of priority when necessary to best serve the interests of the County, local taxing districts, and the public.

APPLICABILITY: All county departments.

PROCEDURES:

1. The Finance Department will oversee all property to be offered for sale by Marion County.
 - 1.1. The Department will present these properties to the Board of Commissioners for direction regarding notification to county departments and outside entities.
2. A listing of buildable real property, or real property with a real market value of \$15,000 or greater, proposed for sale shall be distributed at least annually to all County departments for review and recommendation regarding whether such property should be retained, exchanged, set aside for right-of-way, or otherwise utilized. Prior to any sale, Marion County Public Works shall receive a list of all properties proposed for sale, regardless of buildable status, real market value, or condition, to determine whether retention of the property is in the best interests of the County.
 - 2.1. Each incorporated city within the County shall receive notice of any properties proposed for sale that are located within its boundaries.
 - 2.2. A city may submit a written request to the Finance Department to purchase one or more of these properties. The purchase price must be equal to or greater than the fair market value.
 - 2.3. The Finance Department shall follow the procedures set forth herein in accordance with ORS Chapters 271, 275 & 312.
3. Properties may also be offered for sale to the prior owner of record.
 - 3.1. If the prior owner of record expresses interest in reacquiring a tax foreclosed property, the Finance Department shall follow the procedures set forth herein in accordance with ORS 275.180.
4. The Board of Commissioners shall make all final decisions regarding the disposition of tax foreclosed real property, including the resolution of conflicts or competing requests for the same property.

5. Properties that are not retained by the County, sold to the prior owner or sold to a municipality or nonprofit, may be disposed of through a real estate broker or agency, public auction, or private sale, as set forth in ORS Chapters 275.110, 275.225, and 312.520, and Section 11 of this procedure.
6. Properties not sold as set forth in Section 5 may be retained; offered for sale to the prior owner; or sold or transferred to a local municipality or nonprofit, in accordance with Sections 10 and 12.6 of these procedures.
7. The county reserves the right to withdraw any property from any type of sale or transfer and retain said property when it determines such action is in the best interest of the public. If the County determines to retain said property, the County shall retain the property for its fair market value.
8. The following guidelines apply to all properties considered for sale by auction or private sale:
 - 8.1. All property shall be sold "AS IS." Marion County conveys its interest in the property by quitclaim deed and makes no representations regarding value, zoning, suitability for any purpose, building feasibility, environmental condition, wetland designation, forest zones, easements, city ordinances and regulations, or any other matter.
 - 8.2. Property offered at auction shall be sold as a cash-only transaction unless land sale contracts are authorized by the Board of Commissioners and specified in the auction board order.
 - 8.3. Sales to the prior owner of record or claimant are eligible for a land sale contract as set forth in Section 8.4.
 - 8.4. If a property is sold under a land sale contract, the following requirements apply:
 - 8.4.1. Sales with a purchase price of \$5,000 or less shall be cash only.
 - 8.4.2. Sales with a purchase price of \$5,001–\$9,999 may be offered under a land sale contract with monthly payments over a term not to exceed two years.
 - 8.4.3. Sales with a purchase price of \$10,000–\$19,999 may be offered under a land sale contract with monthly payments over a term not to exceed five years.
 - 8.4.4. Sales with a purchase price of \$20,000 or more may be offered under a land sale contract with monthly payments over a term not to exceed ten years.
 - 8.4.5. The interest rate for land sale contracts shall be the prime rate as of the date of sale, plus 3%. Monthly payments shall be calculated by the Marion County Finance Department and shall include principal and interest.
 - 8.4.6. A 25% non-refundable down payment is required for all land sale contracts.
 - 8.4.7. The Finance Department shall review the land sale contract with the purchaser, and the purchaser shall sign a contract summary acknowledging understanding of the land sale contract.
 - 8.4.8. If a purchaser fails to execute a contract within 30 days, the down payment shall be retained by Marion County and the property shall be offered to the next highest bidder, if applicable.
 - 8.5. Marion County reserves the right to refuse to enter into a contract with any purchaser who has failed to perform its obligations under any prior real property transaction with the County.
 - 8.6. In unique situations involving land sale contracts, staff may seek Board direction on contract terms, including provisions for resale to prior owners of record subject to statutory limitation guidelines.

9. The disposition of tax foreclosed property in accordance with ORS 312.500 to 312.560, shall include the following requirements:
 - 9.1. After expiration of the redemption period, the County may elect to retain the property for public purposes or transfer title to a nonprofit organization for public benefit or sold to a local municipality.
 - 9.1.1. If the County does so, it shall obtain an appraisal from a licensed appraiser that is unaffiliated with the County.
 - 9.1.2. The fair market value shall be the greater of the appraised value or the real market value (RMV) as of the date the property was deeded to the county under ORS 312.200.
 - 9.2. For property not retained by the county and that is located in a residential zone that was the former owner's primary residence, the County shall:
 - 9.2.1. List the property for sale with a real estate broker or agent who does not hold elected or appointed office and is not employed by any government entity.
 - 9.2.2. Obtain an appraisal from a licensed appraiser unaffiliated with the County if the real market value of the property, as shown on the most recent tax statement, exceeds \$250,000.
 - 9.2.3. The list price must be the highest price at which the property is reasonably expected to sell.
 - 9.3. In accordance with ORS 312.520, the County must conduct a public, high-bid auction for the sale of the property if:
 - 9.3.1. After three attempts, the County is unable to enter into an agreement with a real estate broker or agent for the sale of the property.
 - 9.3.2. The real estate broker or agent is unable to sell the property within 12 months after listing.
 - 9.3.3. The property is not retained for public purposes, not transferred to a nonprofit organization for public benefit or a municipality and is not located in a residential zone and was the former owner's primary residence.
 - 9.3.4. The property shall be sold to the highest bidder at auction if the bid exceeds the outstanding taxes and other allowable costs.
 - 9.3.5. Auctions must include the following:
 - 9.3.5.1. Advertisements in a multiple listing service for at least 30 days prior to the auction date.
 - 9.3.5.2. If a private party is engaged to operate and advertise the auction, a limited fee to the private party in an amount equal to 3% of the surplus related to the property.
 - 9.3.5.3. A minimum starting bid of two-thirds of the property's fair market value.
 - 9.3.5.4. Fair market value shall be determined as of the date the property was deeded to the County and is the greater of:
 - (a) The real market value for ad valorem property tax purposes as shown on the most recent tax statement; or
 - (b) For property required to be appraised, the appraised value if greater than the real market value.
 - 9.3.6. For properties that fail to sell at auction under sections 9.3.4 through 9.3.5 above, the County shall conduct a second high-bid auction with a starting bid equal to the outstanding taxes and other allowable costs chargeable against the property.

9.3.7. For properties that fail to sell at auction a second time, the County may forgive the outstanding taxes and other allowable costs chargeable against the property and retain the property for public purposes, transfer title to a nonprofit organization for public benefit or sell to a city or local municipality.

9.3.7.1. Property subject to Section 9.3.7 may be sold in accordance with the methods outlined in Policy 809-A. In such situation(s) no surplus distribution is required.

9.3.8. Upon the sale of foreclosed property, the County Treasurer shall deposit the gross sales proceeds in a separate, interest-bearing account until the surplus amount has been determined. Any interest earned shall be included in the amount distributed.

10. Sale of Tax Foreclosed Real Property to the Prior Owner(s) of Record

10.1. If the prior owner(s) of record seeks to reacquire the property, the property may be sold as follows:

10.1.1. The prior owner of record shall submit a written request to purchase the property to the Board of Commissioners through the Finance Department.

10.1.2. The request letter must describe the reasons for seeking to repurchase the property and demonstrate the financial ability to complete the purchase and maintain current property taxes.

10.1.3. If the Board of Commissioners denies the request, the sale of the property shall proceed in accordance with section 9 above.

10.1.4. If the Board approves the request to sell the property to the prior owner of record, the Finance Department shall execute the sale.

10.2. The sale price shall be the sum of:

10.2.1. Taxes and interest accrued against the property at the time it was deeded to the County;

10.2.2. Interest at a rate of 9% per annum on the accrued taxes and interest from the County's date of acquisition;

10.2.3. Plus any taxes and interest that would have accrued through the date of purchase but for the County's ownership, including:

10.2.3.1. If the date of purchase is on or after July 1, the estimated property taxes for the upcoming tax year to be certified in October of that same year; and

10.2.3.2. Any delinquent interest accrued at 9% per annum (0.75% per month or portion thereof) for that tax year;

10.2.4. Any fees assessed by the tax collector, plus an administrative fee equal to 15% of the purchase price.

10.2.5. The County may offer a land sale contract for the repurchase of property by the "claimant" as that term is defined in ORS 312.500(1) and section 13.1 below or the "former owner" as that term is defined in ORS 312.500(2).

10.2.6. Sales back to prior owners of record is not a surplus-generating transaction under ORS 312.500 or 312.530. Any interest accrued under a land sale contract shall be deposited into the tax title fund and applied toward reimbursement of County administrative costs.

11. Sale of Tax Foreclosed Real Property at Public Auction

- 11.1. The Finance Department shall determine whether properties are eligible for sale at public auction and recommend to the Board of Commissioners properties to be sold.
- 11.2. In accordance with ORS Chapter 275, and in addition to the requirements outlined in section 9.3 of this policy, the Board of Commissioners shall enter an order for the sale, with the public notice containing the list of properties and the setting of the public auction date.
 - 11.2.1. A public notice of the sale shall be published in a newspaper within the county once a week for four consecutive weeks prior to the auction and the auction will be held no earlier than ten days after the last advertisement.
 - 11.2.2. The public notice shall contain the time and location of the sale; the date of the order directing the sale; and the list of properties to be sold detailing the tax lot number, street address or a description of location, approximate acreage and minimum bid for each property.
- 11.3. The list of properties and auction rules shall also be posted on Marion County's Property Auction Information webpage when an auction is scheduled and required notices have been published.
 - 11.3.1. Webpage: <http://www.co.marion.or.us/FIN/Pages/propertyinfo.aspx> shall provide property sale information.
 - 11.3.2. The Finance Department will also maintain a notification list to notify interested prospective buyers of an upcoming auction.
- 11.4. Prospective buyers are responsible for researching any and all conditions concerning the properties offered.
 - 11.4.1. Marion County makes no representation about the value, zoning, suitability for any purpose, building feasibility, environmental condition, wetland designation, forest zones, easements, city ordinances and regulations or any other matters.
 - 11.4.2. The County transfers any interest it may hold in these properties by quitclaim deed.
- 11.5. Property shall be auctioned by the sheriff or a duly authorized representative at a designated location.
 - 11.5.1. Bidders shall register prior to receiving a bidder's identification number and will then be eligible to place a bid.
 - 11.5.2. The auctioneer will not recognize unregistered bidders.
- 11.6. Bidding:
 - 11.6.1. Bids less than the advertised minimum bid will not be accepted.
 - 11.6.2. Bidding shall be increments of \$100.00.
 - 11.6.3. If no satisfactory bid is received for the parcel announced for sale, the parcel shall be removed from the sale and the parcel shall not be offered again at the same auction.
 - 11.6.4. After bids have been called for three times and no further acceptable bids are offered, the auctioneer shall sell the parcel to the highest bidder, subject to section 9.3.4 above.
 - 11.6.5. The sale will terminate after bids have been called for on all parcels whether the parcels have or have not been sold.
- 11.7. Successful bidders will be required to sign a certificate of sale immediately after the close of the auction and a copy will be provided.
 - 11.7.1. The certificate of sale shall include the terms of the sale and the name that is to be recorded on the deed.

- 11.7.2. When a corporation signs the certificate of sale, Marion County will require evidence that the person signing is the president or authorized signer along with the corporation resolutions authorizing the transaction.
- 11.8. Marion County reserves the right to remove any property from public sale and/or retain any real property when it deems it to be in the best interest of the county and the public.
- 11.9. Sales shall be for cash unless a land sale contract is authorized by order of the Board.
- 11.10. A 25% non-refundable down payment is required on all sales.
- 11.11. Payment shall be made within one day after the closing of the auction by cash, cashier's check, money order, or certified check.
- 11.12. Failure to submit the 25% down payment within one day of the closure of the auction is a breach of contract.
- 11.13. Personal checks will be accepted provided a certified bank check is furnished to replace the personal check within 24 hours after the closing of the sale.
 - 11.13.1. Failure to replace the personal check is also a breach of contract.
- 11.14. Cash sales require a 25% non-refundable down payment.
 - 11.14.1. The full payment of the bid sale must be received within 30 days from the date of the auction.
 - 11.14.2. If the buyer fails to consummate the sale, the down payment will be retained by Marion County. The property will then be offered to the next high bidder.
 - 11.14.3. If the second high bidder does not exercise the purchase option, the property shall proceed in accordance with section 9 or 12 above.
- 12. The Sale of Tax Foreclosed Real Property by Private Sale via sealed bid
 - 12.1. This section applies to property that fails to sell at auction under ORS 312.520 (3) or (4).
 - 12.2. The Finance Department shall oversee and conduct private sales through negotiated transactions or a sealed bid process.
 - 12.3. A private sale may be used for the following categories of property:
 - 12.3.1. Property remaining unsold after a public auction conducted in accordance with section 9.3.7 above, when the Finance Department determines that a private sale is in the best interest of the County;
 - 12.3.2. Property offered exclusively to adjacent property owners and sold in accordance with ORS 275.225 and these procedures; and
 - 12.3.3. Property sold or transferred to a local municipality in accordance with ORS 271.310 and ORS 271.330.
 - 12.4. Private Sale of Property Unsold After Auction under section 9.3.7 above by Sealed Bid
 - 12.4.1. This method may be used for property remaining unsold after auction conducted pursuant to section 9.3.7 above when the Finance Department determines that a sealed bid sale is in the best interest of the County.
 - 12.4.2. The list of available properties shall be provided at the Finance Department and on the County's Property Auction Information webpage:
<http://www.co.marion.or.us/FIN/Pages/propertyinfo.aspx>
 - 12.4.3. A reference guide, including maps and other relevant information, may be made available for a nominal fee and posted on the County's website.
 - 12.4.3.1. The guide is for informational purposes only and does not constitute a representation of the existence, value, or usability of the property.
 - 12.4.3.2. Prospective buyers are responsible for conducting their own due diligence.

12.4.4. All offers shall be submitted as follows:

- 12.4.4.1. All offers must be submitted in writing using the County's sealed bid form and delivered or mailed to the Finance Department at the addresses designated by the county.

Mailed to: Marion County, Finance Department
PO Box 14500
Salem OR 97309
- OR -

Delivered to: Marion County, Finance Department
555 Court St NE, Suite 4247
Salem OR 97301

- 12.4.4.2. Each offer must be sealed in an envelope and clearly labeled with the bidder's name, address, telephone number, date of the offer, and tax lot number.
- 12.4.4.3. Each offer shall be for a single parcel.
- 12.4.4.4. The Finance Department shall notate the envelope with the date and time that the envelope was received.
- 12.4.4.5. Offers of \$5,000 or less must include full payment in the form of a cashier's check, certified check, or money order.
- 12.4.4.6. Offers greater than \$5,000 must include a deposit of at least 25% of the bid amount.
- 12.4.4.7. All deposits shall be refunded if the offer is not accepted.
- 12.4.4.8. The balance of the purchase price shall be paid within 30 days of Board approval. Failure to complete payment shall result in forfeiture of the deposit.
- 12.4.4.9. For approved land sale contracts, a downpayment of at least 25% is required.
- 12.4.4.10. Contracts shall be executed within 30 days of Board approval. Failure to execute the contract shall result in forfeiture of the deposit.
- 12.4.4.11. Offers must be received by the deadline stated in the sale notice.
- 12.4.4.12. Following the closing date, Finance Department staff shall open and record all offers and submit a recommendation, at the next available Management update, to the Board of Commissioners.
- 12.4.4.13. If identical offers are received by the prescribed deadline, the offer received first will be considered by the Board of Commissioners.
- 12.4.4.14. No offer for less than 15% of the minimum bid set for the real property at the preceding public auction at which the real property was offered will be considered as a valid offer in accordance with ORS 275.200.
- 12.4.4.15. Additionally, this offer must not be less than the outstanding taxes and other allowable costs chargeable against the property in accordance with ORS 312.520.

- 12.5. Private Sale to Adjacent Property Owner(s) by Sealed Bid
 - 12.5.1. Property may be offered exclusively to adjacent property owner(s) if it meets the following conditions:
 - 12.5.1.1. The property has a real market value of less than \$15,000 as shown on the assessment roll; and
 - 12.5.1.2. The property is not suitable for the construction or placement of a dwelling under applicable zoning ordinances and building codes.
 - 12.5.2. The Finance Department shall provide notice of the sale to all adjacent property owners of the County-owned property.
 - 12.5.3. Interested adjacent property owners shall submit bids in accordance with Section 12.4.4.
 - 12.5.4. If identical offers are received within the deadline prescribed herein, the valid offer received first in time will be considered by the Board of Commissioners.
 - 12.5.5. The successful bidder shall be required to consolidate the taxes of the purchased parcel with the bidder's existing tax lot or lots, as applicable. The Finance Department shall coordinate with the Assessor's Office to facilitate this process.
 - 12.5.6. In unique circumstances, staff may seek direction from the board on the disposition of property satisfying the conditions set forth in section 12.4 above.
- 12.6. Private Sale to a Local Municipality or Nonprofit
 - 12.6.1. A local municipality or nonprofit may submit a written request to purchase tax foreclosed real property to the Board of Commissioners through the Finance Department.
 - 12.6.2. The county may elect to retain any property for public purposes or transfer title to the property to a nonprofit organization for purposes of public benefit as described in ORS 312.520(1)(a)(A) and sections 9.1, 12.6.3, and 12.6.4 of this policy.
 - 12.6.3. Property may be sold or transferred to a local municipality, provided that the property is used for a public purpose for a period of not less than 20 years as described in ORS 271.330(1)
 - 12.6.4. Property may be transferred to a nonprofit corporation only under the circumstances described in ORS 271.330(2)(a) (low-income housing, social services, or child care services) and ORS 271.330(3) (open space, parks, or natural areas).
 - 12.6.5. All such sales and transfers shall be advertised in a newspaper of general circulation within the County for at least two consecutive weeks, stating the County's intent to sell or transfer the property and establishing a public hearing date to receive any objections.
 - 12.6.6. The property shall be conveyed by deed, subject to a reversionary interest retained by the County, when applicable, if the property is not used for a public purpose. The Board of Commissioners may waive this reversionary interest.
 - 12.6.7. The Board of Commissioners shall determine the sale price, which shall not be less than the established fair market value.
 - 12.6.8. In evaluating offers, the Board shall consider the best interests of the County.
 - 12.6.9. The Finance Department shall submit all valid offers to the Board of Commissioners with a staff recommendation, as appropriate.
 - 12.6.10. If no qualifying offer is received, or if no offer is accepted, the property shall remain available for future disposition.
 - 12.6.11. Once an offer is accepted, no subsequent offers for that property shall be considered.

- 12.6.12. Offers accepted by the Board of Commissioners are binding, and any funds submitted shall be nonrefundable upon acceptance.
- 12.6.13. The person or entity submitting the offer is responsible for all applicable recording fees.
- 12.6.14. All required fees shall be paid within 10 days of the Board's acceptance of the offer and notice to the purchaser.

13. Claim of Surplus in accordance with ORS 312.540

- 13.1. A "claimant" means:
 - 13.1.1. The owner of the real property as of the date the property was sold to the County for delinquent taxes under ORS 312.100; or
 - 13.1.2. The former owner's estate, heirs, devisees, attorney-in-fact, trustee, guardian, custodian, bankruptcy estate, or a successor in interest that has acquired substantially all of the former owner's assets by intestate succession, probate, merger, acquisition, dissolution, or takeover.
- 13.2. A claimant is entitled to a return of a surplus, if any, in the amount determined under this policy, as of the date on which the County disposes of the claimant's property.
- 13.3. A claim for surplus shall be filed with the State Treasurer.

14. Notice of Surplus in accordance with ORS 312.550

- 14.1. Within 60 days after the date on which a claim for surplus may arise, the County shall deliver notice of the surplus to:
 - 14.1.1. The claimant at the claimant's last known address;
 - 14.1.2. The State Treasury's Estates Administration Program;
 - 14.1.3. The Department of Revenue;
 - 14.1.4. The Department of Justice; and
 - 14.1.5. The municipality, if any, in which the property is located.
- 14.2. The notice shall include:
 - 14.2.1. At the top of the notice in capital letters, in at least 14-point type, the following statement:

NOTICE: YOU ARE ENTITLED TO A REFUND OF MONEY HELD BY THE COUNTY. TO RECEIVE MORE INFORMATION AND ASSISTANCE, CONTACT THE OREGON STATE TREASURY AT 867 HAWTHORNE AVE SE, SALEM, OR 97301 (503-378-4000). THERE ARE GOVERNMENT AGENCIES AND NONPROFIT ORGANIZATIONS THAT CAN GIVE YOU INFORMATION ABOUT FORECLOSURE AND HELP YOU DECIDE WHAT TO DO. FOR GENERAL INFORMATION AT NO COST TO YOU, CONTACT A CERTIFIED HOUSING COUNSELOR. YOU CAN FIND A HOUSING COUNSELOR NEAR YOU AT [HTTPS://WWW.HUD.GOV/STATES/OREGON#HOMEOWNERSHIP](https://www.hud.gov/states/oregon#homeownership). YOU MAY ALSO WANT TO TALK TO A LAWYER. YOU CAN REACH THE OREGON STATE BAR'S LAWYER REFERRAL SERVICE AT 800-452-7636 (TOLL-FREE IN OREGON) OR VISIT THE WEBSITE AT WWW.OSBAR.ORG. FREE LEGAL ASSISTANCE MAY ALSO BE AVAILABLE TO INDIVIDUALS WITH LOW INCOMES. FOR MORE INFORMATION AND A DIRECTORY OF

LEGAL AID PROGRAMS, GO TO WWW.OREGONLAWHELP.ORG.

- 14.2.2. The following information, in clear and understandable terms:
 - 14.2.2.1. The amount of the surplus that the County has determined is owed to the claimant;
 - 14.2.2.2. An explanation of who may be a claimant in accordance with ORS 312.500;
 - 14.2.2.3. An explanation of the process by which a claimant may file a claim;
 - 14.2.2.4. The claimant's right to seek a writ of review of the surplus from the county circuit court under ORS 34.010 to 34.100 and the deadline for filing for the writ, and
 - 14.2.2.5. A referral, in the five most commonly spoken languages in Oregon other than English, to the website of the Unclaimed Property program of the State Treasury at <https://unclaimed.oregon.gov>. The translated referral must include the statement, "This is a notice about important rights related to your property."
- 14.2.3. The following information must be made available on the County's website:
 - 14.2.3.1. The surplus amount
 - 14.2.3.2. A description of the property to which the surplus relates
 - 14.2.3.3. The name(s) of the claimant(s), and
 - 14.2.3.4. Information about the process by which a claimant may file a claim under ORS 312.540.

15. Determining a Surplus in accordance with ORS 312.530:

- 15.1. The amount of surplus must be determined within 60 days after the date the proceeds from the sale of the property are deposited in the interest-bearing account.
- 15.2. In determining the surplus, the value of the property shall be determined as follows:
 - 15.2.1. For property retained by the County or transferred to a nonprofit organization, the fair market value as described in Section 9.3.5.4 above;
 - 15.2.2. For property sold to a bona fide purchaser, the stated consideration on the deed, including property sold:
 - 15.2.2.1. Through a real estate broker or agent; or
 - 15.2.2.2. At public auction;
 - 15.2.3. For property that fails to sell at auction, the amount forgiven in outstanding taxes and other allowable costs.
- 15.3. In determining a surplus, the allowable costs that the County may charge against the property include:
 - 15.3.1. The amount of the judgment under ORS 312.090 and accruing post-judgment interest;
 - 15.3.2. The amount of taxes and interest on the taxes that would have been due following the judgment during the redemption period and through the earlier of:
 - 15.3.2.1. The date on which the County sold or conveyed the property to a third party, or
 - 15.3.2.2. The date on which the claim is made;
 - 15.3.3. Additional costs that the County may claim under ORS 275.275(1)(a) to (c);
 - 15.3.4. Costs to reimburse the claim of a municipal corporation that has filed a claim notice under ORS 275.130;
 - 15.3.5. Penalties allowed under ORS 312.990, or the actual costs paid by the County to mitigate or abate a nuisance that was caused or permitted by the negligence or neglect of the former owner, and

- 15.3.6. In lieu of the penalty and fee under ORS 312.120, the reasonable fees related to the foreclosure and the efforts to dispose of the property, including the costs of legal fees, delivering notices, County staff time, court filing fees, appraisals, professional real estate commission and auction fees.
- 15.4. The County shall provide a claimant with an itemized accounting of all allowable costs deducted when determining the surplus.



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 9/30/2026

Department: Finance

Title:

Tax accounts 335315 & 332037 QC Deeds

Management Update/Work Session Date: 8/18/2026

Audio/Visual aids ☐

Time Required: 5 min

Contact: John Carlson

Phone: 503-373-4364

Requested Action:

The Finance Department requests that the Board of Commissioners accept and sign these two quitclaim deeds conveying tax accounts 335315 & 332037 back to the prior owner of record.

Issue, Description
& Background:

Tax accounts 335315 & 332037 foreclosed and transferred to Marion County Finance on April 1, 2026, due to nonpayment of property taxes.

The prior owner of record, Dennis Matveev, has submitted a written request to repurchase the property from Marion County for the total amount of taxes, interest, fees, and associated foreclosure and buyback costs.

The quitclaim deeds conveying these tax accounts back to the prior owner of record are now before the Board of Commissioners for consideration.

Financial Impacts:

The sale of this tax account would return the property to the tax roll and mitigate liability associated with retaining these tax accounts.

Impacts to Department
& External Agencies:

NA

List of attachments:

Property overview slide, buy back payment and QC deeds.

Presenter:

John Carlson

Department Head
Signature:

Jeff D White



Tax Account #: 335315

Tax Lot #: 072W29CD00303

Real Market Value: \$122,040

Acres: .15

Location:

No situs - located behind

4950 State St
Salem, OR 97301

Other Information:



Tax Account #: 332037

Tax Lot #: 072W29CD00301

Real Market Value: \$122,040

Acres: .15

Location:

No situs - located behind

4950 State St
Salem, OR 97301

Other Information:

Buy Back Request

RE: Tax ID's 335315 & 332037
7/27/2026

Dear Marion County Board of Commissioners,

My name is Dennis Matveev and I am the only managing member of Emerald Enterprise LLC, the former owner of the lots with Tax ID's 335315 & 332037. Unfortunately I got behind on my taxes because my business went through a hard time. I am now up and running much better and have a plan to keep the taxes current going forward.

I just got back from a commercial fishing trip in Alaska and have the money to pay the back taxes now.

Please allow me to repurchase my lots.

Sincerely,

Dennis J. Matveev

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

OnPoint
COMMUNITY CREDIT UNION

P.O. Box 3750
Portland, OR 97208
800.527.3632
onpointcu.com

DATE

08/20/2026

CASHIER'S CHECK

AMOUNT
\$22,982.42

PAY Twenty-Two Thousand Nine Hundred Eighty-Two and 42/100*****

TO THE Marion County Finance Department
ORDER
OF

MEMO Purchase of Accounts 335315+332037



AUTHORIZED SIGNATURE

Grantor’s Name:
Marion County
After recording return and send all tax statements to:
Emerald Enterprise, LLC
PO Box 947
Mount Angel, OR 97362

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **MARION COUNTY, a Political Subdivision of the State of Oregon**, hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto, **Emerald Enterprise, LLC**, hereinafter called grantee and unto grantee’s heirs, successors and assigns all of the grantor’s right, title, and interest in that certain real property with the tenements, hereditaments and appurtenances there unto belonging or in any way appertaining, situated in the **County of Marion**, State of Oregon, as described:

Legal Description

Tax account 335315, as described in Reel 4025 Page 445 of the Marion County Real Property Deed Records.

To Have and to Hold the same unto the grantee and grantee’s heirs, successors and assigns forever.
The true and actual consideration paid for this transfer, stated in terms of dollars, is **\$11,909.56**.
In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.
In Witness Whereof, the grantor has executed this instrument this 30th day of September, **2026**; if a corporate grantor, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized thereto by order of its board of directors.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER THE ORS 195.300, 195.301 AND 195.305 to 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. 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.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY CONTAIN ENVIRONMENTAL HAZARDS, CONTAMINATION, AND/OR WETLANDS. SELLER ASSUMES NO RESPONSIBILITY AND IS IN NO WAY LIABLE FOR ANY CLEANUP, ABATEMENT, MITIGATION, REMEDIATION OR OTHER ACTIONS IN CONNECTION WITH THESE POSSIBLE CONDITIONS.

MARION COUNTY BOARD OF COMMISSIONERS

CHAIR

COMMISSIONER

COMMISSIONER

STATE OF OREGON)
) ss
County of Marion)

This instrument was acknowledged before me on _____, 2026

By _____

as Marion County Commissioners.

Notary Public for Oregon

Grantor’s Name:
Marion County
After recording return and send all tax statements to:
Emerald Enterprise, LLC
PO Box 947
Mount Angel, OR 97362

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **MARION COUNTY, a Political Subdivision of the State of Oregon**, hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto, **Emerald Enterprise, LLC**, hereinafter called grantee and unto grantee’s heirs, successors and assigns all of the grantor’s right, title, and interest in that certain real property with the tenements, hereditaments and appurtenances there unto belonging or in any way appertaining, situated in the **County of Marion**, State of Oregon, as described:

Legal Description

Tax account 332037, as described in Reel 4025 Page 446 of the Marion County Real Property Deed Records.

To Have and to Hold the same unto the grantee and grantee’s heirs, successors and assigns forever.
The true and actual consideration paid for this transfer, stated in terms of dollars, is **\$11,072.86**.
In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.
In Witness Whereof, the grantor has executed this instrument this 30th day of September, **2026**; if a corporate grantor, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized thereto by order of its board of directors.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER THE ORS 195.300, 195.301 AND 195.305 to 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. 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.

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MARION COUNTY BOARD OF COMMISSIONERS

CHAIR

COMMISSIONER

COMMISSIONER

STATE OF OREGON)
) ss
County of Marion)

This instrument was acknowledged before me on _____, 2026

By _____

as Marion County Commissioners.

Notary Public for Oregon



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 9/30/26

Department: Health & Human Services

Title:

Drug Testing

Management Update/Work Session Date: 8/18/26 Audio/Visual aids ☐

Time Required: 10 Contact: Kristina Ballow Phone: 503-588-5409

Requested Action:

Marion County Health & Human Services is requesting Purchase Order approval of Amendment four for drug testing services with Redwood Toxicology Laboratory, Inc.

Issue, Description
& Background:

Drug testing services provided by Redwood Toxicology Laboratory, Inc. for Marion County Health & Human Services under the Sourcewell Cooperative Agreement #101425-RTL. Amendment four adds \$700,000.00.

Financial Impacts:

Health and Human Services anticipates no financial impact to other departments.

Impacts to Department
& External Agencies:

NA

List of attachments:

Amendment 1-3, Original

Presenter:

Carol Heard

Department Head
Signature:

Troy Gregg
Troy Gregg (Sep 1, 2026 13:50:45 PDT)

Contract Review Sheet

Purchase Order

HE-5395-23 - Am4Title: Drug TestingContractor's Name: Redwood Toxicology LaboratoryDepartment: Health and Human ServicesContact: Kristina BallowAnalyst: Sandra FixsenPhone #: (503) 588-5409Term - Date From: May 24, 2023Expires: December 1, 2029Original Contract Amount: \$ 500,000.00 Previous Amendments Amount: \$ 400,000.00Current Amendment: \$ 700,000.00 New Contract Total: \$ 1,600,000.00 Amd% 220%Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☒ Amendment greater than 25%Source Selection Method: 10-0400 CooperativeCooperative#

Description of Services or Grant Award

Marion County Health & Human Services is requesting Purchase Order approval for drug testing services with Redwood Toxicology Laboratory, Inc.

Amendment 1 - add funds of \$100,000.00

Amendment 2 - add funds of \$300,000.00 and extend term

Amendment 3 - replace cooperative with new master agreement #101425-RTL. expires on 12/1/2029

Amendment 4 - add funds of \$700,000.00

Desired BOC Session Date: 9/30/2026Contract should be in DocuSign by: 9/9/2026Agenda Planning Date: 9/17/2026Printed packets due in Finance: 9/15/2026Management Update: 8/18/2026BOC upload / Board Session email: 9/16/2026BOC Session Presenter(s) Carol HeardCode: Y

REQUIRED APPROVALS

09/01/2026

Finance - Contracts

Date



Kristina Ballow (Sep 1, 2026 12:20:02 PDT)

09/01/2026

Contract Specialist

Date



Jennifer Rogers (Sep 1, 2026 14:44:52 PDT)

09/01/2026

Legal Counsel

Date



Jan Fritz (Sep 2, 2026 09:15:38 PDT)

09/02/2026

Chief Administrative Officer

Date



MARION COUNTY FINANCE DEPARTMENT

PO Box 14500
555 Court St NE #4247
Salem, OR 97309-5036

REDWOOD TOXICOLOGY LABORATORY
PO BOX 5680
SANTA ROSA, CA 95402-5680
UNITED STATES

Purchase Order		
Purchase Order No	Revision	Page
912311		
Ship To: Marion County Health and Human Services 3160 Center St NE Salem, OR 97301 United States		
Bill To: Marion County Health and Human Services 3160 Center St NE Salem, OR 97301 United States		

Customer Acct No	Supplier No	Order Date / Buyer Kristina Ballow	Revised Date / Buyer Kristina Ballow
Payment Terms Immediate	Ship Via Best Method	F.O.B Destination	
Freight Terms	Request Or Deliver To	Confirm To / Telephone ()	

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
1	CONTRACT PURCHASE AGREEMENT Drug Testing Services Contract Expire 2/15/2026		1			\$500,000
2	Amendment 1 to Purchase Request for additional funds Purchase Agreement Effective From: 21-APR-23 To: 15- FEB-26		1			\$100,000
3	Amendment 2 to Purchase Request to add funds and extend term to 15-Feb-27		1			\$300,000
4	Amendment 3 for rate change by 3.5% as of 07/01/2026. Exp. 12/1/2029 Sourcewell Solicitation #RFP 101425- RTL		1			\$0
5	Amendment 4 to Purchase Request for additional funds		1			\$700,000
					Total	\$1,600,000

INSTRUCTIONS TO VENDOR

- Please direct any questions concerning this purchase order to invoiced department.
- Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
- Separate invoices must be submitted for each Purchase Order.
- Do not overship or substitute.
- If you cannot supply the items requested, please notify issuing authority at once.

Note : Please notify department contact (above) for all inquiries regarding this Purchase Order

Authorized By: _____
MARION COUNTY PURCHASING
NOT VALID Unless Signed By Purchasing

MARION COUNTY –TERMS AND CONDITIONS

1. INSPECTIONS: County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

2. DELIVERY: Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

3. PAYMENT: County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

4. COUNTY PAYMENT OF CONTRACTOR CLAIMS: If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

5. WARRANTIES: Contractor agrees to perform its services with the highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

6 TERMINATION OF PO. The PO may be terminated under the following conditions: a. By written mutual agreement of both parties, termination may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO immediately and without prior notice for any of the following reasons: (1) If the Contractor fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof; (2) If the Contractor fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract; (3) Failure of the Contractor to comply with the provisions of this PO and all applicable federal, state, and local laws and rules; (4) Expiration of applicable cooperative agreement. Any termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the Contractor all costs and expenses associated with services satisfactorily provided to the effective date of termination.

7. INDEMNIFICATION. The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. GOVERNING LAW, VENUE: This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be

exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

9. FORCE MAJEURE: Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

10. SUBCONTRACTING/NONASSIGNMENT. No portion of the PO may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD. The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

12. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.

13. WORKERS' COMPENSATION: Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

14. SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

15. MATERIAL SAFETY DATA SHEET: Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

16. AMENDMENTS: All amendments to this PO must be in writing, signed by County.

17. SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

18. WAIVER: Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

19. TAX CERTIFICATION: Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

20. TERMS: Performance by Contractor under this PO or acceptance of payment by Contractor under this PO constitutes acceptance of these Marion County Terms and Conditions. The terms in this PO take precedence over any other terms.

**SIGNATURE PAGE FOR
DRUG TESTING - HE-5395-23
between
MARION COUNTY and REDWOOD TOXICOLOGY LABORATORY**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair	Date
-------	------

Commissioner	Date
--------------	------

Commissioner	Date
--------------	------

Authorized Signature:	<u><i>Troy Gregg</i></u> Troy Gregg (Sep 1, 2026 13:50:45 PDT)	09/01/2026
	Department Director or designee	Date

Authorized Signature:	<u><i>Jan Fritz</i></u> Jan Fritz (Sep 2, 2026 09:15:38 PDT)	09/02/2026
	Chief Administrative Officer	Date

Reviewed by Signature:	<u><i>Jennifer Rogers</i></u> Jennifer Rogers (Sep 1, 2026 14:44:52 PDT)	09/01/2026
	Marion County Legal Counsel	Date

Reviewed by Signature:	<u><i>Sandra L. Lisen</i></u>	09/01/2026
	Marion County Contracts & Procurement	Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting Date: September 30, 2026

Department: Human Resources

Title: Recommendation to approve attached Personnel Findings and Recommendation Reports.

Management Update/Work Session Date: Sep 17, 2026 Audio/Visual aids ☐

Time Required: 5 minutes Contact: hrcompclass@co.marion.or.us Phone: x7777

Requested Action: Approve the recommendation to establish and adopt one new classification specification: Class Code #454, Radio System Administrator.

Issue, Description & Background: As part of the strategy to maintain Marion County compensation and classification programs, human resources periodically review classification specifications and pay ranges. The classification review ensures classification specifications reflect current industry language, standards and county practices, and positions are properly classified and placed in the appropriate pay range. In determining if a classification is appropriately compensated HR conducts a market review in accordance with county personnel rules and HR practices. This review identifies which pay grade will bring the classification closest to the mean (0%) of market comparators within the county's current pay structure; in addition to these market findings, funding and internal equity are also considered when establishing the pay grade.

Financial Impacts: Establishing the classification does not result in a current annualized base wage impact. Once filled, the annual base wage will fall within the established range of \$74,526.40 to \$99,840.00.

Impacts to Department & External Agencies:

List of Attachments: Personnel Findings and Recommendations Reports (1)

Presenter: Salvador Llerenas

Department Head Signature:

Salvador
Llerenas

Digitally signed by
Salvador Llerenas
Date: 2026.09.15
17:29:09 -07'00'



MARION COUNTY HUMAN RESOURCES

Personnel Findings and Recommendation Report

Date: Sep 15, 2026
To: Jan Fritz, Personnel Officer
From: Salvador Llerenas, Chief Human Resources Officer
Re: Recommendation to establish and adopt one classification.

Background Information:

At the request of the Public Works Department, Human Resources (HR) completed job assessments based on the business needs of the departments. Because the county does not currently have existing job classifications that meet these needs, HR worked with the department to develop new classifications. These classifications perform specialized functions that are not well defined within existing classifications. From a recruitment standpoint, the new classification more accurately reflect the scope and nature of the work performed.

Discussion:

Functions performed by classification:

#454, Radio System Administrator

GENERAL STATEMENT OF DUTIES

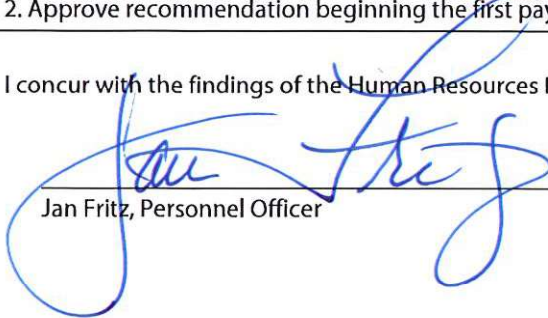
The Radio System Administrator classification is responsible for technical administration of Marion County's Public Safety Land Mobile Radio (LMR) systems. Administer radio system operations, technical standards, system configuration, regulatory requirements, and long-range system improvements. Provide advanced technical direction for system reliability, maintenance, repair, and public safety radio communications.

In determining if this classification is appropriately compensated, HR conducted a market review in accordance with county personnel rules and HR practices. These reviews identified which pay grades will bring the classifications closest to the mean (0%) of market comparables within the county's current pay structure; in addition to these market findings, funding and internal equity are also considered when establishing pay grades.

Recommendation: 1. In Unit 06, MCEA, establish and adopt the classification of Radio System Administrator, class code #454, pay grade 06.C26. Under FLSA, positions in this classification are non-exempt.

2. Approve recommendation beginning the first pay period following approval by the Board.

I concur with the findings of the Human Resources Department and approve the actions detailed above.


Jan Fritz, Personnel Officer


Date

Contract Review Sheet

Purchase Order

IT-7302-26Title: Oracle Support & Maintenance RenewalContractor's Name: Mythics, LLCDepartment: Information Technology DepartmentContact: Kalynn SmithAnalyst: Sandra FixsenPhone #: 503-584-7796Term - Date From: July 1, 2026Expires: June 30, 2027Original Contract Amount: \$ 193,445.47

Previous Amendments Amount: _____

Current Amendment: \$ -New Contract Total: \$ 193,445.47Amd% 0%Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☒ Retroactive ☐ Amendment greater than 25%Source Selection Method: 10-0400 CooperativeCooperative# 180223

Description of Services or Grant Award

The county is currently in the process of upgrading its FIMS enterprise platform to Fusion. The existing system utilizes Oracle E-Business Suite(EBS) software and hardware licenses, which are supported through a maintenance and support contract with Oracle via Mythics. To ensure uninterrupted business operations during the transition, IT is requesting approval of Contact Purchase Order #950980, in the amount of \$193,445.47 to extend the current EBS support contract.

This contract renewal funding was approved in the 26/27 budget process.

Desired BOC Session Date: 9/30/2026Contract should be in DocuSign by: 9/9/2026Agenda Planning Date 9/17/2026Printed packets due in Finance: 9/15/2026Management Update 9/2/2026BOC upload / Board Session email: 9/16/2026BOC Session Presenter(s) Gary ChristoffersonCode: Y

REQUIRED APPROVALS

Sandra L. Fixsen 09/15/2026
Finance - Contracts Date

Kalynn Smith 09/14/2026
Kalynn Smith (Sep 14, 2026 08:21:17 PDT)
Contract Specialist Date

Andrew Wittendorf 09/15/2026
Legal Counsel Date

Jan Fritz 09/15/2026
Jan Fritz (Sep 15, 2026 18:27:19 PDT)
Chief Administrative Officer Date

Contract Review Sheet

Intergovernmental Agreement

IT-7244-26Title: **DCS Colocation Services (Data Center Services)**Contractor's Name: **Oregon Department of Administrative Services**Department: **Information Technology Department**Contact: **Kalynn Smith**Analyst: **Sandra Fixsen**Phone #: **503-584-7796**Term - Date From: **upon execution**Expires: **July 31, 2036**Original Contract Amount: **\$ 292,680.00**Previous Amendments Amount: **\$ -**Current Amendment: **\$ -**New Contract Total: **\$ 292,680.00** Amd% **0%**Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%Source Selection Method: **50-0010 General Exemptions (IGAs Grants QRFs)**

Description of Services or Grant Award

The DCS Colocation Service provides an opportunity for Agency and Marion County to host their valuable IT equipment in a Tier 3 Data Center without the added costs of building, operating, and maintaining their own facility. Marion County will utilize DCS Colocation Service to host select county information technology (IT) computing systems.

Desired BOC Session Date: **9/30/2026**Contract should be in DocuSign by: **9/9/2026**Agenda Planning Date: **9/17/2026**Printed packets due in Finance: **9/15/2026**Management Update: **7/29/2026**BOC upload / Board Session email: **9/16/2026**BOC Session Presenter(s) **Gary Christofferson**Code: **Y**

REQUIRED APPROVALS



09/16/2026

Finance - Contracts

Date



Kalynn Smith (Sep 15, 2026 13:34:48 PDT)

Contract Specialist

09/15/2026

Date



09/16/2026

Legal Counsel

Date



Jan Fritz (Sep 16, 2026 13:52:31 PDT)

Chief Administrative Officer

09/16/2026

Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 9/30/2026

Department: Public Works

Title: Amendment 1 to BO-4575-22 ARPA-Radio Communications Project

Management Update/Work Session Date: 9/8/2026 Audio/Visual aids ☐

Time Required: 5 min Contact: Brian Nicholas Phone: x7936

Requested Action:

Approve Amendment No. 1 to BO-4575-22, increasing American Rescue Plan Act (ARPA) funding for the Marion County Radio Communications Project by \$1,830,138.40, from \$9,000,000.00 to \$10,830,138.40.

Issue, Description & Background:

In February 2022, the Board awarded \$9,000,000 in ARPA funds to the Radio Communications Project to construct a single centrally managed and operated radio communications and microwave broadband network for use by all first responders agencies in Marion County under funding agreement BO-4575-22. Amendment No. 1 to BO-4575-22 increased the awarded ARPA funds to \$10,830,138.40.

Financial Impacts:

This amendment would increase the ARPA funds awarded under BO-4575-22 by \$1,830,138.40, from \$9,000000.00 to \$10,830,138.40.

Impacts to Department & External Agencies:

None

List of attachments:

Amendment No. 1 to BO-4575-22

Presenter:

Brian Nicholas

Department Head Signature:

BNicholas Digitally signed by BNicholas
Date: 2026.09.05 11:21:58 -07'00'

Contract Review Sheet

Grant Agreement

BO-4575-22 - Am1

Title: ARPA Radio Communications Project

Contractor's Name: Public Works Department

Department: Board of Commissioners

Contact: Alicia Jones

Analyst: Kathleen George

Phone #: -4388

Term - Date From: Execution

Expires: December 31, 2026

Original Contract Amount: \$ 9,000,000.00

Previous Amendments Amount: \$ -

Current Amendment: \$ 1,830,138.40

New Contract Total: \$ 10,830,138.40

Amd% 20%

Outgoing Funds ☒ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal

RFP# 1024

Description of Services or Grant Award

2021 Marion County ARPA Funds Application Round 1 Grant Award for: Radio Communication Project.

Amendment 1 - increases ARPA allocation of \$1,500,000.00 from Detroit Marina Excavation Project, \$230,845.05 from Fargo, and \$99,293.35 from Gates for a new contract total of \$10,830,138.40.

Desired BOC Session Date: 9/30/2026

Contract should be in DocuSign by: 9/9/2026

Agenda Planning Date: 9/17/2026

Printed packets due in Finance: 9/15/2026

Management Update: 9/15/2026

BOC upload / Board Session email: 9/16/2026

BOC Session Presenter(s) Brian Nicholas

Code: Y

REQUIRED APPROVALS


Finance - Contracts 09/14/2026
Date


Contract Specialist 09/14/2026
Date


Legal Counsel 09/14/2026
Date


Chief Administrative Officer 09/14/2026
Date

County Commissioners
Colm Willis, Chair
Kevin Cameron
Danielle Bethell



Chief Administrative Officer
Jan Fritz

Director
Brian Nicholas, PE

MARION COUNTY PUBLIC WORKS

Memo

To: Jan Fritz, Chief Administrative Officer, Marion County
From: Brian Nicholas, Public Works Director, Marion County
CC: Jeff White, Scott Norris
Date: 6/9/26
Re: Request to Transfer ARPA Funds to the Radio Communications Project

The Public Works Department of Marion County requested and subsequently received American Rescue Plan Act (ARPA) funding in the amount of \$9,000,000 for the Radio Communications Project.

This memo serves as a formal request to transfer ARPA funds from the following projects to the Radio Communications Project:

Project A: Detroit Marina Excavation Project

This request proposes transferring \$1,500,000 from Project A to the Radio Communications Project.

Project B: Fargo

This request proposes transferring \$230,845.05 from Project B to the Radio Communications Project.

Project C: Gates

This request proposes transferring \$99,293.35 from Project C to the Radio Communications Project.

Following these transfers, the new total balance for the Radio Communications Project will be **\$10,830,138.40**.

These transfers will align ARPA resources with current operational needs and support continued progress on the Radio Communications Project. All adjustments will be documented in the county's financial tracking systems in accordance with ARPA compliance requirements.

A handwritten signature in blue ink, appearing to read "Brian Nicholas".

Brian Nicholas, Public Works Director

Jan Fritz

Jan Fritz (Sep 14, 2026 19:56:23 PDT)

Jan Fritz, Chief Administrative Officer



AMENDMENT 1 to BO-4575-22
the MEMORANDUM OF UNDERSTANDING
between
MARION COUNTY BOARD OF COMMISSIONERS
and PUBLIC WORKS DEPARTMENT

This Amendment No. 1 to the Memorandum of Understanding (as amended from time to time, the “MOU”), dated May 25, 2022, between Marion County Board of Commissioners Office, hereinafter referred to as “Board”, and Marion County Public Works Department, hereinafter referred to as “Department”.

The Memorandum of Understanding is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~strike through~~):

Recitals

- A. WHEREAS, on March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, together which make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program with the Assistance Listing Number (ALN) 21.027. The ARPA/SLFRF program is to provide support to State, territorial, local and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and
- B. WHEREAS, the total ARPA/SLFRF funds allocated to Marion County, as published by the U.S. Treasury, is \$67,559,569, may use funds that meet ARPA/SLFRF eligibility requirements; and
- C. WHEREAS, Marion County Public Works, a department within Marion County, submitted an application to the Board for in ARPA/SLFRF relief funds to support the Emergency Radio Project under the U.S. Treasury eligible category Infrastructure; and
- D. WHEREAS, during a meeting on January 26, 2022, the Board approved the application from the Department; and

Agreement

NOW THEREFORE, the parties understand as follows:

1. Incorporation

The foregoing Recitals are incorporated herein by reference, provided, however, that the Recitals are not to be deemed to modify the express provisions hereinafter set forth. This MOU includes the following exhibits which are incorporated herein:

- Exhibit A (The Application)
- Exhibit A.1 (The Amended Application Dated September 3, 2026)
- Exhibit A.2 Amendment and Budget Adjustment Form
- Exhibit B (Required Federal Terms and Conditions)
- Exhibit C (Federal Funding Information for Subrecipients) – Not applicable
- Exhibit D (Federal Funding Accountability and Transparency Act Certification)
- Exhibit E (ARPA/SLFRF Capital Expenditure Justification Form)

- Exhibit F (ARPA/SLFRF Reporting Requirements Form)
- Exhibit G (Marion County Disbursement Request)

4. Consideration; Reporting

- a. The Board has agreed to make an award of funds to the Department not-to-exceed amount of ~~Nine Million Dollars (\$9,000,000)~~ **Ten Million Eight Hundred Thirty Thousand One Hundred Thirty-Eight Dollars and Forty Cents (\$10,830,138.40)** (the “Grant”). Grant disbursements shall be a reimbursement of funds to Department, based on the budget submitted in Exhibit A, under the following U.S. Treasury eligible category: Infrastructure.

MARION COUNTY SIGNATURES BOARD OF COMMISSIONERS:

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Authorized Signature: <u><i>Jan Fritz</i></u> Jan Fritz (Sep 14, 2026 19:56:23 PDT)	09/14/2026 Date
Chief Administrative Officer	

Reviewed by Signature: <u><i>Andrew Wittendorf</i></u> Marion County Legal Counsel	09/14/2026 Date
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Reviewed by Signature: <u><i>[Signature]</i></u> Marion County Contracts & Procurement	09/14/2026 Date
---	--------------------------

PUBLIC WORKS DEPARTMENT SIGNATURE

Authorized Signature: <u><i>Brian Nicholas</i></u> Brian Nicholas (Sep 14, 2026 16:00:15 PDT)	09/14/2026 Date
---	--------------------------

Title: Public Works Director



2021 MARION COUNTY ARPA FUNDS APPLICATION ROUND 1 Amended (September 4, 2026)

Organization Name: Marion County Public Works Department

Project Title: Marion County Radio Communication Project

ARPA Funding Category: Infrastructure and Revenue Replacement

I. Organization Information

Legal Name of the Organization: * Marion County Public Works Department

Doing Business As (DBA) Name (if applicable): _____

Employer Identification Number (EIN): * 93-6002307

DUNS Number: ** 167258529

**Organization must be able to obtain a DUNS Number by the time the Contract is executed

Organization Street Address: * 5155 Silverton Road NE

City: Salem State: Oregon Zip Code: 97305

Organization Mailing Address: _____
(if different from street address)

City: _____ State: _____ Zip Code: _____

Organization Website: * <https://www.co.marion.or.us/PW>
(Please enter "N/A" if none)

Applicant Name: * Brian Nicholas

Applicant Title: * Public Works Director

Applicant Mailing Address: _____
(if different from organization mailing address)

City: _____ State: _____ Zip Code: _____

Applicant Phone: * (503) 588-7943 Applicant E-mail: * bnicholas@co.marion.or.us

Project Contact: _____
(If different from applicant)

Project Contact Phone: (_____) _____ Project Contact E-mail: _____
* Response required for application to be considered complete

II. Project Information *(not exceed a total of 25 single-sided, 8.5" x 11" numbered pages)*

1. Describe the organization that will manage the project and include the following:

This project will construct a new public safety radio and microwave broadband communications network serving police and fire agencies throughout Marion County. The project will be managed and delivered by the Marion County Public Works Department on behalf of user agencies throughout. The resulting fully-operable RF and microwave broadband communications network will be managed and maintained by the Public Works Department as a long-term service to user agencies.

- a. Total estimated project budget is ~~\$12,700,000.00~~\$18,930,608.00, which includes all engineering, permitting, procurement, construction, commissioning and administrative costs.
- b. Estimated start date and completion dates

Task	Start	End
Alternatives Analysis and Concept Design	Complete	Complete
Final Design of Radio Site Improvements	January 2022	August 2022
Bidding of Radio Site Improvements for Construction	September 2022	December 2022*
Construction of Radio Site Improvements	January 2023	September 2023
Final Development of Radio System Procurement Specifications (Performance Specs)	January 2022	July 2022
Bidding of Radio System Procurement	August 2022	December 2022*
Radio System Procurement, Installation and Commissioning	January 2023	July 2024 <u>March 2027</u>
Switch Over From Existing Radio System to New Radio System	August 2024	July 2025 <u>April 2027</u>
Project Complete and System Fully Operable		July 2025 <u>2027**</u>

*Demonstrates all construction and procurement activities will be under contract and associated costs incurred two years prior to December 31, 2024 deadline

**All ARPA funds will be fully expended prior to December 31, 2026

- c. List the project team. Include the name, title, employer, and a high-level overview of their role in the project.

- **Brian Nicholas, PE**, Marion County Public Works Director
 - i. Role in Project: Project Director
- ~~**Dennis Mansfield**, Marion County Administration Division Manager~~
 - i. ~~Role in Project: Manager of Marion County's Radio Communications Program~~
- ~~**Jason Sykes**~~ **Michael Pierce**, Marion County Fleet Supervisor
 - i. Role in Project: Marion County Radio Communications Program Supervisor

- **Richard Grabotin**, Marion County Senior Electronics Technician
 - i. Role in Project: Maintenance of County Radio Infrastructure
- **Sheriff Nicholas Hunter**, Marion County Sheriff's Office
 - i. Role in Project: Law Enforcement Advisor
- ~~**Susan Renning**, ADCOMM Engineering, LLC~~
 - i. Role in Project: Engineering Manager, Radio System Design, Radio Site Improvements and FCC Licensing
- ~~**Roger Jungmann**, ADCOMM Engineering, LLC~~
 - i. Role in Project: Radio System Governance and Development
- **Technical Advisory Committee**, 12-member advisory council consisting of three (3) law enforcement representatives, three (3) fire representatives, three (3) project delivery leaders and three (3) Sheriff's office representatives.
 - i. Role in Project: Advise Project on Required Outcomes to Ensure the Completed System Meets End Use Needs

2. Describe the project need and the impact the project will have on the local community and Marion County.

Marion County lacks a coherent and reliable public safety radio and microwave broadband communications network for use by first responder agencies. Marion County operates a 2-channel analog VHF radio system, which the Marion County Sheriff's Office uses for field coverage for deputies on patrol, and various fire departments operate their own similar radio systems in small pockets of the county. These systems use an ad hoc system of microwave trunk, fiber optic and copper phone line connections to receive and distribute centralized radio communications, but none of the existing stand-alone radio systems are interoperable and they are all prone to frequent system failures (multiple times per month), which frequently places first responders in jeopardy. These systems are not centrally managed, which means they are haphazardly maintained and updated, leading to persistent failures and coverage degradation each time an element of the fragile network of systems is replaced or updated. None of the existing communication infrastructure complies with FCC public safety radio communications standards.

This project will construct a single, centrally managed and operated radio communication and microwave broadband network for use by all first responder agencies in Marion County. The microwave broadband network will serve as the backhaul system for the interoperable radio network and will provide smaller cities and rural fire districts direct access to a high capacity, high speed data trunk that can be used for other city purposes. The resulting systems will be fully interoperable, allowing first responder agencies to communicate with each other effectively and reliably during field response events, will have adequate capacity to handle the communication volumes and internet data needs generated by first responder agencies within Marion County and will fully comply with FCC public safety radio standards. The system will be maintained by the Marion County Public Works Department to protect the public's investment for the long term.

This project is critical to the life safety of Marion County first responders and the public they serve. These agencies do not have the financial resources to contribute to the initial capitalization and construction of such a system. This critical infrastructure will not be constructed without the use of ARPA funds.

3. Describe the project proposal to be accomplished. Identify each project element and include a timeline and key team member(s) who will work on the project.

This project will construct an FCC-compliant public safety radio system and microwave broadband backhaul network to serve the field communication needs of the Marion County Sheriff's Office, eight (8) city police agencies, nineteen (19) fire districts, two (2) rural ambulance districts and Marion County's rural 911 call center. This project consists of the following key elements:

- Design, permit and bid for construction the physical improvements to thirteen (13) existing radio broadcast sites to accommodate installation of the new radio and microwave broadband systems.
- Construct physical improvements at the thirteen (13) existing radio broadcast sited.
- Acquire lease access to three (3) additional radio sites needed to correct coverage gaps associated with the county's existing radio broadcast sites.
- Design, permit and procure the new radio and microwave broadband system hardware.
- Install and commission the new radio and microwave broadband systems.
- Program and deploy mobile and portable radios and transition to the new system.
- Decommission and remove the old system components no longer used.

Project Element	Timeline	Key Team Members
Design and Permit Site Improvements	January 2022 – August 2022	ADCOMM* Regulatory Agency: DSL, MCPW
Bid Site Improvement Construction Contract	September 2022 – December 2022	MCPW
Construct Site Improvements	July 2025 3 – September 2023 July 2026	MCPW assisted by ADCOMM*, construction contractor TBD by low bid
Acquire Lease Agreements for New Radio Broadcast Sites	January 2022 – December 2025 2022	MCPW assisted by ADCOMM*
Design, Permit and Prepare Acquisition Specifications for Radio and Microwave Broadband Systems	January 2022 – July 2022 December 2023	ADCOMM* Regulatory Agency: FCC, MCPW
Procure, Install and Commission Radio and Microwave Broadband Systems	August 2022 January 2024 – July 2027 2024	MCPW assisted by ADCOMM*, MCIT, Systems contractor TBD by low bid
Deploy Mobile and Portable Radios and Transition to New System	August 2026 2024 – July 2027 2025	MCPW, First Responder Agencies
Decommission Old Systems	August 2027 2025 – October 2027 2025	MCPW, MCIT

* ADCOMM Engineering, LLC (ADCOMM) is the radio engineering consultant engaged by Marion County Public Works to deliver this project.

4. Describe how the project meets the ARPA eligible categories and the specific category requirements according to U.S. Treasury Guidelines, see [State and Local Fiscal Recovery Funds \(marion.or.us\)](https://www.co.marion.or.us/BOC/CD/Pages/fiscalrecoveryfunds.aspx).
<https://www.co.marion.or.us/BOC/CD/Pages/fiscalrecoveryfunds.aspx>

There are four eligible statutory categories identified in the referenced U.S. Treasury Guidelines that meet the ARPA requirements.

1. *To respond to the COVID-19 public health emergency or its negative economic impacts;*
2. *To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work;*
3. *For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and*
4. *To make necessary investments in water, sewer, or broadband infrastructure.*

The Marion County Radio Communication Project is eligible under Expenditure Category 6.1 Provisions of Government Services (Maintenance or Capital Projects/Building Infrastructure and Provisions of Police, Fire and other Public Services) and Expenditure Category 15.17 Broadband (Other Projects) as defined in Appendix 1 in the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds guidance. Grant funds will be used to construct new digital radio and microwave broadband infrastructure (Capital Project) that will provide essential communications service to nine (9) police and nineteen (19) fire agencies within Marion County as well as two (2) rural ambulance districts and Marion County's rural 911 call center.

- a. Describe how the project meets the ARPA period of performance.

The deadline for the obligation of funds is December 31, 2024, and all funds must be fully expended by December 31, 2026. Because of the alternatives analysis and preliminary system configuration already completed by Marion County, we are ready to begin the design of site improvements and system procurement specifications in January 2022. In fact, the consultant, ADCOMM Engineering, is already under contract is awaiting Notice to Proceed from Marion County to begin this work. The proposed project schedule is both reasonable and achievable. Construction contracts and radio / microwave systems procurement contracts will be executed by December 2022 and all ARPA funds will be fully expended by ~~October 2025~~ November 2026.

5. Is this project included in an adopted City/County or organization's plan or another documented community need? For example: City Infrastructure Master Plan, City Economic Development Plan, City Transportation Plan or City Strategic Plan, etc.

The project is fully documented in Marion County's Concept Design and Next Steps Final Report, Marion County Radio Communications (MCRC) Project prepared by ADCOMM Engineering on behalf of the Marion County Public Works Department.

6. Describe the organization's experience as a subrecipient. Describe the capacity to successfully manage and submit reporting requirements for the proposed project as a subrecipient of federal awards.

Marion County has extensive experience in successfully managing and reporting as a subrecipient for federal projects. Procurement of goods and services is completed in compliance with the Marion County Contract Review Board Rules and Regulations (MC/CRBRR) and the ORS. Marion County is Certified by ODOT in: Design; Advertising, Bid, & Award; Construction Contract Administration, Direct Appoint Consultant Selection, and Formal/Informal Consultant Selection for federal projects. Marion County has 15 federal-aid projects to deliver in the current Statewide Transportation Improvements Program (STIP). A single audit for federal projects conducted for FY2019-20 financial transactions resulted in no findings. The county also follows retention record requirements and successfully submits numerous grant reimbursement requests annually. Each grant is closely monitored to ensure expenses are appropriately accounted for.

7. Identify and describe partnerships the organization has secured to assist with the project?

This project currently does not require external partnerships.

8. Describe how the operations will be funded after the project is complete.

The project, once completed, will generate revenue from the thirty one (31) user agencies within Marion County in the form of subscriber fees. These fees will be affordable and will generate sufficient revenue to fund the operation and maintenance of the system, as well as build capital reserves for future incremental system improvement and replacement. The system will be maintained long-term by the Marion County Public Works Department.

9. Identify and describe other Federal, State, or local government funding the organization has applied for, including ARPA funds from governments. Include the source(s) and amount(s) applied for, and any awards received.

Currently the only funding which has been applied for is ARPA funds, Round 1.

10. Identify and describe other non-governmental funding sources (e.g. fees, donations, grants) the organization has applied for. Include the source(s) and amount(s) applied for, and any awards received.

No other funding sources have been applied for or awarded at this time.

11. If the total ARPA funding request is not granted, how will the organization be able to complete the project?

This critical project will not be completed if ARPA funds are not awarded.

12. Describe how the project will meet project deadlines – include engineering. Identify any reports or other information related to the project such as completed engineering, architectural, or design studies or other technical studies required for the project. Identify the name and a brief description of the completed study. Marion County will request copies of these studies during the technical review period.

Marion County has engaged ADCOMM Engineering, the leading radio engineering firm in the Pacific Northwest, to deliver this project. ADCOMM has successfully delivered projects of this type and size for more than 30 years. The bid documents prepared by ADCOMM will include performance guarantees obligating the awarded contractors to deliver this project on time to avoid penalties such as liquidated damages.

ADCOMM has already prepared the county's preliminary design report for this project and is simply awaiting notice to proceed for the county to begin the preparation of bid documents. All construction and procurement contracts will be bid in 2022.

13. Provide any additional information related to the project.

Attachment 1. Attestation Form

APPLICANT NAME: Brian Nicholas, Marion County Public Works Director

ADDRESS: Marion County Public Works Department, 5155 Silverton Road NE, Salem, Oregon, 97305

PHONE NUMBER: 503.588.5036 EMAIL: bnicholas@co.marion.or.us WEB SITE: www.co.marion.or.us/PW

TAXPAYER ID NUMBER: _____ DATE/STATE OF INCORPORATION: _____

BUSINESS DESIGNATION: ☐ Corporation ☐ Sole Proprietor ☐ Partnership
☐ S Corporation ☐ Non-Profit ☒ Government
☐ Other: _____

CERTIFICATION/LICENSE NUMBER: _____

The undersigned further acknowledges, attests and certifies individually and on behalf of the Applicant that:

1. That this proposal is, in all respects, fair and without fraud; that it is made without collusion with any official of the county; and that the proposal is made without any collusion with any person making another proposal on this Contract.
2. Information and prices included in this proposal shall remain valid for ninety (90) days after the proposal due date or until a Contract is approved, whichever comes first.
3. The Applicant acknowledges receipt of all Addenda issued under the Application.
4. The Applicant certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS 659 and USC 42 2000e.
5. The Applicant, acting through its authorized representative, has read and understands all Application instructions, specifications, and terms and conditions contained within the Application and all Addenda, if any;
6. The Applicant agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the Application, including all Addenda, if any;
7. The proposal submitted is in response to the specific language contained in the Application, and Applicant has made no assumptions based upon either (a) verbal or written statements not contained in the Application, or (b) any previously-issued Application, if any.
8. The Applicant agrees that if awarded the Agreement, Applicant shall be authorized to do business in the State of Oregon at the time of the award;
9. The signatory of this Application Form is a duly authorized representative of the Applicant, has been authorized by Applicant to make all representations, attestations, and certifications contained in this proposal document and all Addenda, if any, issued, and to execute this proposal document on behalf of Applicant.
10. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Applicant that all contents of this Application Form and the submitted proposal are truthful, complete and accurate. Failure to provide information required by the Application may ultimately result in rejection of the proposal.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

MATTERS - The Applicant certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in item number 2 of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;

5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Applicant is unable to certify to any of the statements in this certification, Applicant shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Applicant from award of an agreement under this procurement.

IF THE PROPOSAL IS MADE BY A JOINT VENTURE, IT SHALL BE EXECUTED BY EACH PARTICIPANT OF THE JOINT VENTURE.

THIS APPLICATION SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT; ANY ALTERATIONS OR ERASURES TO THE OFFER SHALL BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

SIGNATURE OF APPLICANT'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:

Authorized Signature: Brian Nicholas

Print Name: Brian Nicholas

Title: Public Works Director

Contact Person (Type or Print): Brian Nicholas

Telephone Number: (503) 588-7943

Email: bnicholas@co.marion.or.us

The Applicant will notify the County representative on the cover page of this Application within 30 days of any change in the information provided on this form.

Exhibit A.2 - ARPA Amendment and Adjustment Request Form
Narrative

	Organization Name:	Marion County
	Project Title:	ARPA Radio Communications Project
	Date of Request:	9/4/26
	Name of Person Completing Request:	Brian Nicholas
	Title of Person Completing Request:	Public Works Director
	Phone # of Person Completing Request:	503-588-7943
	Original MC ARPA Award/Contract:	\$9,000,000
	MC ARPA Award/Contract Number:	BO-4575-22

Step 1: Please respond to each question/statement below.		
#	Question	Answer
1	Why are you requesting a program amendment (What circumstances impact this request)?	The original ARPA application was submitted with a budget of \$12,700,000 and was approved for \$9,000,000 in ARPA funding. This amendment increases the ARPA portion of the total project budget to \$10,830,138.40. The requested increase in ARPA funding comes from two projects that came in under budget (City of Gates and MCPW Fargo Sewer Collection System Improvements) and replaces \$1.5M in alternative funding previously allocated to ARPA Radio Communications Project but subsequently redirected to another capital project. Reclassification of funding is allowable as outlined in the US Treasury Department's SLFRF FAQ 17.19.
2	Using the approved contract, specifically identify the text requested to be edited/removed. Enter the original text from the contract with strikeouts for text to be removed and bold text for text to be added. <i>Option: If it would help for clarity, submit the pertinent section of the approved contract with strike outs and bold text as described above .</i> If Marion County requires a contract scope change, use Tab 3 "Scope Change Request" to answer this question.	No change in scope or contract text is needed. The requested change would only change the ARPA funding amount.
3	How will the requested change affect the project?	There will be no change in project scope. The requested change would simply replace alternative funding redirected to another capital project.
4	Will the requested change maintain the integrity of the original ARPA category (e.g. Negative Economic Impact, Water & Sewer Infrastructure, Public Health)?	Yes, there is no scope change. Amendment is to add additional ARPA funds to complete the project.
5	How will the requested change affect the original contractual timeline?	No change.
Step 2: If a budget adjustment is also being requested, answer Question #6 and complete Tab 2.		

Exhibit A.2 - ARPA Amendment and Adjustment Request Form

Narrative

6	How will the requested change affect the original MC ARPA budget?	The change would increase the amounty of ARPA funding approved for the ARPA Radio Communications Project by \$1,830,138.40, from \$9,000,000 to \$10,830,138.40
---	---	---

By completing this request, person completing this form certifies and attests that, to the best of my knowledge, all information provided in this form is true and accurate and I have the authority to represent the organization in this request.

Submit via email to: ARPArecovery@co.marion.or.us

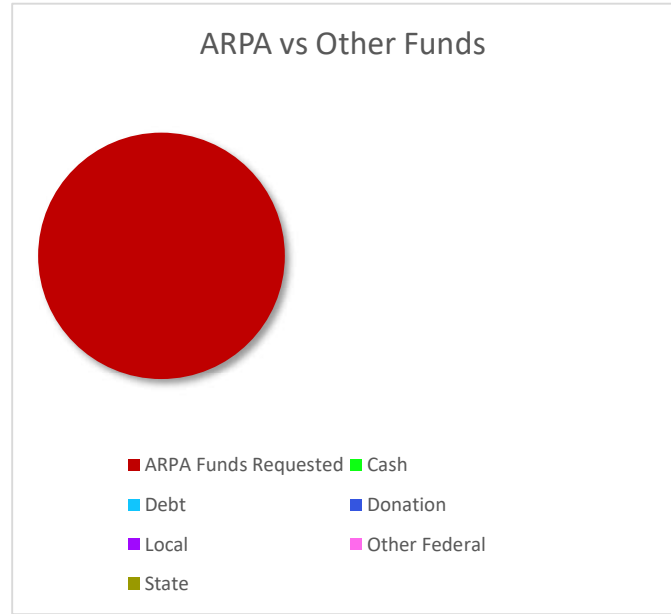
ARPA Amendment and Budget Adjustment Request Form
Project Budget Worksheet

Organization Name: Marion County			Date: 9/4/2026		
Project Title: ARPA Radio Communications Project					
Please provide a line item detailed budget for the project costs.					
CATEGORY	ORIGINAL ARPA BUDGET	REVISED ARPA REQUEST	OTHER FUNDS (if applicable)		TOTAL
			AMOUNT	SOURCE	
Materials and Services					
Design, Engineering and Permitting	925,000	3,371,000	200,000	130 Roads	3,571,000
Site Lease Acquisition	55,000	55,000			55,000
Develop User Agreements and System Governance	65,000	65,000			65,000
Construction Bidding	22,000	22,000			22,000
Site Construction	2,285,500	2,954,330	80,470	DOE Grant	3,034,800
Radio / Microwave System Installation and Commissioning	980,000		2,666,400	130 Roads	2,666,400
			500,000	Opal Creek	500,000
			2,000,000	OTHER	2,000,000
Radio Deployment	230,000		503,600	130 Roads	503,600
Decommissioning of Old Systems	28,000	28,000			28,000
Totals	\$ 4,590,500	\$ 6,495,330	\$ 5,950,470		\$ 12,445,800
Equipment or Capital Purchases					
Radio / Microwave System Acquisition	4,523,982	3,478,408	950,000	DAS ARPA	4,428,408
Mobile / Portable Radio Purchase	3,018,518	66,400	1,200,000	DOJ Grant	1,266,400
					-
					-
					-
					-
					-
Totals	\$ 7,542,500	\$ 3,544,808	\$ 2,150,000		\$ 5,694,808
Personnel Costs					
Project Management and Oversight	385,000	228,000			228,000
Contract and Legal Administration	62,000	62,000			62,000
Construction Observation	120,000	500,000			500,000
					-
Totals	\$ 567,000	\$ 790,000	\$ -		\$ 790,000
Administrative					
					-
					-
Totals	\$ -	\$ -	\$ -		\$ -
Grand Totals:					
	\$ 12,700,000.00	\$ 10,830,138.00	\$ 8,100,470.00		\$ 18,930,608.00

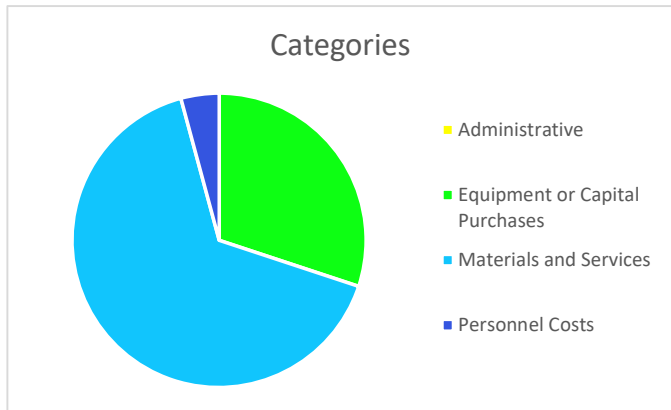
	Yes	No (explain)	Explanation
Confirm that the new total MC ARPA Budget is equal to or less than the total original MC ARPA award.		X	See question 1 of the Narrative section for full explanation of award increase.

Project Budget Summary

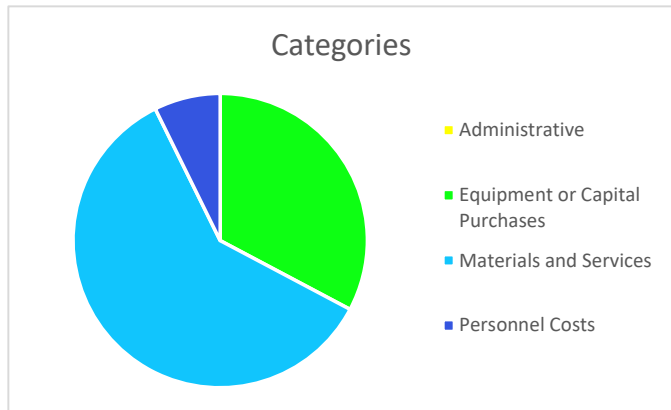
Total Project Budget	\$ 18,930,608
ARPA Funds Requested	\$ 12,700,000
Other Funds	\$ 12,150,705
Cash	\$ -
Debt	\$ -
Donation	\$ -
Local	\$ -
Other Federal	\$ -
State	\$ -



Total Project Budget	\$ 18,930,608
Categories	
Administrative	\$ -
Equipment or Capital Purchases	\$ 5,694,808
Materials and Services	\$ 12,445,800
Personnel Costs	\$ 790,000



Total ARPA Project Budget	\$ 10,830,138
Categories	
Administrative	\$ -
Equipment or Capital Purchases	\$ 3,544,808
Materials and Services	\$ 6,495,330
Personnel Costs	\$ 790,000





MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10-1-2026

Department: Public Works

Title:

County Opportunity Grant Resolution to apply for North Santiam County Park Planning

Management Update/Work Session Date: 09-22-26 Audio/Visual aids ☐

Time Required: 5 Contact: Ryan Crowther Phone: 503-365-3112

Requested Action:

Sign resolution to apply for an Oregon Parks and Recreation Department County Opportunity Grant for North Santiam County Park Master Plan.

Issue, Description
& Background:

At the Parks Update Work Session on 9/10/2026, the Board directed Public Works to apply for the County Opportunity Grant through the Oregon Parks and Recreation Department for a master planning study at North Santiam Park. This grant requires a resolution authorizing the application for the grant signed by the Board of Commissioners. The resolution to apply is included in this packet. The grant application is in process and is due 10/1/2026.

Financial Impacts:

Public Works is asking for a total project value of \$200,000, which includes \$100,000 in grant funds and \$100,000 in matching funds.

Impacts to Department
& External Agencies:

No impacts are anticipated.

List of attachments:

Resolution Authorizing Application for Grant

Presenter:

Ryan Crowther

Department Head
Signature:

**BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON**

RESOLUTION AUTHORIZING APPLICATION FOR GRANT

In The Matter of Authorizing Marion County Parks)
to Apply for a County Opportunity Grant From the)
Oregon Parks and Recreation Department for Planning)
at North Santiam Park and Delegating Authority to)
the Chief Administrative Officer to Sign the Application)

RESOLUTION NO.

WHEREAS, the Oregon Parks and Recreation Department is accepting applications for the County Opportunity Grant Program; and

WHEREAS, Marion County Parks desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation acquisitions, improvements and enhancements; and

WHEREAS, The Marion County Board of Commissioners have identified recreational improvements at North Santiam Park as a high-priority need in Marion County; and

WHEREAS, the identified planning needs at North Santiam Park will focus on the amenities in the park including camping, trails, boat launch, a meeting hall, and other recreational facilities that may be identified as part of a park master plan; and

WHEREAS, Marion County has available local matching funds to fulfill its share of obligation related to this grant application should the grant funds be awarded; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF MARION COUNTY AS FOLLOWS:

Section 1: The Board of Commissioners demonstrates its support for the submittal of a grant application to the Oregon Parks and Recreation Department for planning at North Santiam Park and approve and grant authority for County staff to prepare and submit an application, including delegating authority to the Chief Administrative Officer to sign the completed grant application, to the Oregon Parks and Recreation Department for the County Opportunity Grant Program.

Section 2: This Resolution shall be effective following its adoption by the Board of Commissioners

DATED this ____ day of September 2026.

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 9/30/2026

Department: Public Works

Title: Commercial Septic Grant Agreement PW-6111-24 (13) for 200 Detroit Ave N

Management Update/Work Session Date: 9/8/2026 Audio/Visual aids ☐

Time Required: 5 Contact: Brian Nicholas Phone: 503-588-7943

Requested Action:

Approve Commercial Septic Grant Agreement PW-6111-24 (13) between Joshua J Hunsaker, Sandi S Elwood and Marion County for the construction of septic system repairs and improvements at 200 Detroit Ave N Detroit, Oregon 97342, under Marion County's Commercial Septic Repair, Alteration and Replacement Grant Program.

**Issue, Description
& Background:**

Marion County Public Works has received a Wildfire Recovery Septic Grant application for 200 Detroit Ave. N Detroit, Oregon 97342, and verified the property is eligible for grant funding under the State of Oregon Coronavirus State Fiscal Recovery Fund Grant Agreement Number SR2240, "Marion County - North Santiam Septic to Sewer Grant".

The property is eligible for cash reimbursement for actual costs associated with repair, replacement or construction of a commercial septic system for an amount not exceeding \$850,900.00.

Financial Impacts:

The total estimated cost for the grant is \$850,900.00 of which 100% will be paid using federal American Rescue Plan Act (ARPA) funds. No matching funds are required of Marion County.

**Impacts to Department
& External Agencies:**

This contract results in no impacts to other County departments.

List of attachments:

Grant Agreement PW-6111-24 (13)

Presenter:

Brian Nicholas

**Department Head
Signature:**

BNicholas

Digitally signed by BNicholas
Date: 2026.09.21 16:40:36 -07'00'

Contract Review Sheet

Grant Agreement

PW-6111-24 (13)

Title: Commercial Septic Grant Agreement

Contractor's Name: Joshua J. Hunsaker & Sandi S Elwood

Department: Public Works Department

Contact: Alicia Jones

Analyst: Kathleen George

Phone #: -7388

Term - Date From: Execution

Expires: November 20, 2026

Original Contract Amount: \$ 850,900.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 850,900.00 Amd% 0%

Outgoing Funds ☒ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: Not Applicable (Incoming Funds)

Description of Services or Grant Award

OBDD Grant SR2240 (Project B) Commercial Septic Grant Agreement with Joshua J. Hunsaker & Sandi S Elwood \$850,900.00.

Desired BOC Session Date: 9/30/2026

Contract should be in DocuSign by: 9/9/2026

Agenda Planning Date: 9/17/2026

Printed packets due in Finance: 9/15/2026

Management Update: 9/8/2026

BOC upload / Board Session email: 9/16/2026

BOC Session Presenter(s) Brian Nicholas

Code: Y

REQUIRED APPROVALS

 09/22/2026
Finance - Contracts Date

 09/22/2026
Contract Specialist Date

 09/22/2026
Legal Counsel Date

 09/23/2026
Chief Administrative Officer Date

Jan Fritz (Sep 23, 2026 09:08:45 PDT)

**MARION COUNTY
COMMERCIAL ONSITE SEPTIC GRANT AGREEMENT
PW-6111-24 (13)**

This Grant Agreement (the "Agreement") is entered into by and between Marion County, a political subdivision of the State of Oregon, acting by and through its Public Works Department, hereinafter called "County" and Joshua J Hunsaker, Sandi S Elwood hereinafter referred to as "Grantee".

RECITALS

- A. Grantee's property located at **200 Detroit Avenue N Detroit, Oregon 97342**, and more particularly described as **Marion County Taxlot 105E01BC17700**, contains an essential public facility within the planned service area of the future Detroit-Idanha sanitary sewer system as shown in the North Santiam Sewer Authority (NSSA) Wastewater Master Plan, dated 9/7/2021.
- B. County has obtained American Rescue Plan Act ("ARPA") funds from the federal government, which may be used for financial grants to property owners for the repair, alteration, replacement and/or construction of commercial onsite septic systems as a part of County's North Santiam Canyon Sewer Project, to assist with economic recovery and redevelopment of essential public facilities and Detroit's commercial core following the 2020 Beachie Creek and Lionshead wildfires.
- C. Grantee has applied for a commercial onsite septic grant under County's Commercial Septic Repair, Alteration and Construction Grant Program (the "Grant") and County has determined that Grantee meets all eligibility criteria for a grant award.
- D. Grantee property is located adjacent to Oregon Department of Transportation (ODOT) right of way along Highway 162 and grantee request to use ODOT's right of way for an onsite septic system installation is approved.

Now, therefore, in consideration of the mutual covenants contained herein, County and Grantee agree as follows:

- 1. **Grant Amount** – County shall provide a monetary grant not to exceed **\$850,900** to Grantee for the repair, alteration, replacement and/or construction by Grantee of a commercial onsite septic system installation. The septic system shall be constructed on the Property and along Highway 22 between MP 50.12 and MP 50.22, and shall conform to all requirements of ODOT permit number 03M50159 and OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) WATER POLLUTION CONTROL FACILITY (WPCF) permit number WOSBiiiRGF-ORWOS0054. County is not responsible for any costs exceeding the grant amount specified herein unless later amended in writing by County.
- 2. **Installment Payments** – County may, in its sole discretion, provide the grant funds described above in installments to facilitate the acquisition of needed parts or labor, which may include the payment of consultant fees by a certified commercial septic design professional, retainer fees that are reasonable and customary within the commercial onsite septic industry and/or the purchase of essential septic materials and equipment by Grantee. Grantee shall provide to County copies of paid invoices, receipts or other financial records deemed satisfactory by County

to document actual costs incurred by Grantee prior to the issuance of any installment payments by County.

3. **Permits and Authorizations** – Grantee shall obtain all necessary building permits, DEQ WPCF permit, onsite septic authorizations, land use approvals and all other permits and approvals required for the development of the Property and repair, alteration, replacement and/or construction of the commercial onsite septic system. Grantee acknowledges that the conduct of onsite septic work without first acquiring necessary permits, authorizations and approvals may render some or all costs ineligible for reimbursement under the Grant.
4. **Connection to Future Municipal Sewer Service** – Grantee shall repair, alter, replace or construct the onsite septic system in such a way that allows the Property to be connected to the future Detroit-Idanha sewer system when municipal sewer service becomes available. Grantee agrees to connect to the future sewer system when such a system is operable and available to the Property and to decommission the onsite septic system funded under this Grant within twenty-four months in accordance with state and local onsite septic regulations in effect at the time of decommissioning.
5. **Onsite Septic Installations Involving More Than One Legal Parcel of Land** – In the event Grantee proposes to serve more than one parcel of land using the permitted onsite septic system funded under this grant, proposes to place the onsite septic system on one parcel to serve another parcel, or proposes to configure the onsite septic system in such a way that it crosses existing property lines, Grantee shall prepare, execute and record all necessary easements, property line adjustments, deed consolidations, covenants and/or any other instrument necessary to satisfy state and local regulations regarding such installations prior to the distribution of any Grant funds under this Agreement. Such work shall be performed by a Professional Engineer, Professional Land Surveyor or other professional licensed to perform such work in Oregon. This is an eligible expense under this Grant and an estimated cost of \$0 has been included in the Grant Amount for this purpose.
6. **Use of a Certified Commercial Onsite Septic Design Professional** – The permitted onsite septic system requires the preparation of design and permit documents by a Certified Commercial Onsite Septic Design Professional (the “Design Professional”). The Design Professional shall submit onsite septic permit applications on behalf of Grantee and shall act as the property owner’s representative during permit consultation and onsite septic system installation. Grantee has chosen to use the Design Professional provided by County at no cost to Grantee. County shall pay all costs associated with Design Professional services.
7. **Use of a Certified Commercial Onsite Septic Installer** – Grantee shall use a Certified Commercial Onsite Septic Installer (the “Installer”) for all onsite septic system repair, alteration, replacement and/or construction work. Grantee acknowledges that onsite septic work performed by any entity other than a Certified Commercial Onsite Septic Installer may render some or all of the work ineligible for reimbursement. Grantee shall provide to County a complete copy of the executed contract between Grantee and Grantee’s Installer, including the Installer’s itemized construction cost estimate and fee for services.

8. **Permit Fees** – County shall pay all state and local permit fees associated with the onsite septic system repair, alteration, replacement and/or construction.
9. **Grantee and County Representatives** – All written communications between the parties regarding the administration of this grant, including but not limited to Q&A, grant approvals, notifications, amendments, submission of required documentation, payment requests and all other matters shall include the following representatives:

Grantee #1

Joshua J Hunsaker
7987 Boedigheimer RD SE
Sublimity, OR 97385
jjhuns@yahoo.com

Marion County Grant Manager

Alicia Jones, Marion County Public Works
5155 Silverton Road NE, Building 1
Salem, OR 97305
(503) 373-4320
AJones@co.marion.or.us

Grantee #2

Sandi S Elwood
7987 Boedigheimer RD SE
Sublimity, OR 97385
(503) 881-5226
sandihunsaker@bhhsrep.com

Marion County Project Manager

Brian Nicholas, Marion County Public Works
5155 Silverton Road NE, Building 1
Salem, OR 97305
(503) 588-7943
BNicholas@co.marion.or.us

10. **Payment Requests** – Grantee shall request Grant payments in writing (email acceptable) in the form specified by County and shall provide documentation necessary to substantiate the eligible costs incurred by Grantee, which may include itemized receipts, paid invoices, or other documents deemed acceptable by County. County will review the cost information and notify Grantee if additional information is required and/or if any submitted costs are found to be ineligible for reimbursement under the Grant. County will schedule the payment to Grantee to occur with thirty (30) days of approval of the pay request.

11. General provisions:

- a. The term of this Agreement begins on the date all required signatures are applied to the signature page and expires on **November 20, 2026**, unless otherwise terminated or extended by the parties. The remedies available to County and Grantee shall survive the termination of the Agreement, whether upon expiration or termination.
- b. County may monitor Grantee's activities as County deems necessary or appropriate to determine whether Grant funds are used in accordance with this Agreement. Grantee shall cooperate fully with all County monitoring activities and shall promptly respond to all requests for information. Failure by Grantee to fully cooperate or promptly respond will be considered a material breach of this Agreement. Grantee shall maintain all records pertinent to this Agreement in such a manner as to clearly document Grantee's use of funds, activities, and performance. County, the State of Oregon, or the applicable audit agencies of the U.S. Government shall have free access to and the right to copy all or any part of the books, documents, papers, audits and records of Grantee related to this agreement.

- c. It is the responsibility of Grantee to ensure Grant funds are used in compliance with this Agreement. Upon County's identification of any misexpenditure by Grantee, Grantee's Design Professional and/or Grantee's Installer, or excess payment by County, County shall notify Grantee thereof. Upon Grantee's identification of any misexpenditure or excess payment, Grantee shall notify County thereof. Within 30 days of identifying a misexpenditure or excess payment, Grantee shall make full payment to County. Alternatively, County may withhold the payment of some or all of one or more future installments to correct the misexpenditure.
- d. County may withhold any and all Grant funds from Grantee if County, in its sole discretion, determines that Grantee has failed to satisfy in a timely manner any material obligation arising under this Agreement. Nothing in this section limits the County's ability or authority to pursue any or all legal or equitable remedies for Grantee's breach of this Agreement.
- e. In the event the Marion County Board of Commissioners reduces, changes, eliminates, or otherwise modifies funding in a manner that reduces this Grant award, the Grantee agrees to abide by any such decision including termination of this Agreement.
- f. County may terminate this Agreement as set forth below:
 - i. For its convenience upon thirty (30) days written notice from County to Grantee;
 - ii. Immediately upon written notice from County to Grantee, or at such later date as County establishes in such notice, if Grantee is in material breach of any obligation arising under this Agreement.
- g. Grantee may, upon thirty (30) days written notice, terminate this Agreement, in which case Grantee agrees to return any funds previously received from County under this Agreement for costs deemed at the time of termination to be ineligible for reimbursement due to the termination.
- h. In the event of termination of this Agreement by either party, all unexpended Grant funds shall be retained by County.
- i. Termination of this Agreement shall not impair or invalidate any remedy available to County or to Grantee hereunder, at law, or otherwise.
- j. This Agreement shall be governed by the laws of the State of Oregon without regard to principles of conflicts of law. Venue for any disputes arising out of this Agreement shall be in the Marion County Circuit Court.
- k. Grantee shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to this Agreement.
- l. County and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or

otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- m. This Agreement shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Grantee is acting as a "Beneficiary" as defined in the American Rescue Plan Act and is not an employee of County. Grantee accepts full responsibility for taxes or other obligations associated with all payments made to Grantee under this Agreement.
- n. The Grantee shall defend, indemnify, and hold harmless the County, its officers, agents, and employees from damages arising out of any and all acts of Grantee and Grantee's representatives, contractors and consultants.
- o. Time is of the essence in the performance of all obligations under this Agreement.
- p. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind the parties unless in writing and signed by both parties, including all necessary County approvals. The failure of County to enforce any provision of this Agreement shall not constitute a waiver by County of that or any other provision.
- q. The obligations under this Agreement bind and benefit the County and Grantee and inure to the benefit of their respective successors and assigns.
- r. Grantee's obligations under this Agreement shall survive any expiration or termination of this Agreement.

GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: Jan Fritz 09/23/2026
Jan Fritz (Sep 23, 2026 09:08:45 PDT)
Chief Administrative Officer Date

Authorized Signature: Brian Nicholas 09/22/2026
Brian Nicholas (Sep 22, 2026 12:54:17 PDT)
Department Director or designee Date

Reviewed by Signature: Andrew Wittendorf 09/22/2026
Marion County Legal Counsel Date

Reviewed by Signature: Michaela Greengard 09/22/2026
Marion County Contracts & Procurement Date

GRANTEE SIGNATURE

Authorized Signature: _____
Date

Grantee Name: _____

Authorized Signature: _____
Date

Grantee Name: _____