



OREGON

"Delivering Excellence Everyday"

MARION COUNTY BOARD OF COMMISSIONERS

Wednesday, March 4, 2026
Board Session 9:00 a.m.

Senator Hearing Room
555 Court Street NE, Salem

PUBLIC COMMENT

PROCLAMATIONS

HEALTH AND HUMAN SERVICES

1. Consider approval of a proclamation designating the month of March 2026 as Intellectual and Developmental Disabilities (IDD) Awareness Month in Marion County. –Karin Perkins.

CONSENT

BOARD OF COMMISSIONERS

2. Approve an order to adopt Marion County Administrative Policy #215 and Administrative Procedure #215-A, Communications Review and Approval.

3. Approve Amendment #2 to the Memorandum of Understanding with Marion County Public Works to close out the funding agreement for the American Rescue Plan Act (ARPA) – Brooks Community Service District (BCSD) Wastewater Project and transfer \$218,539.07 in unspent ARPA funds back to the Marion County Board of Commissioners for reallocation to other ARPA projects.

4. Approve Amendment #2 to the Memorandum of Understanding with Marion County Public Works to add reallocated American Rescue Plan Act (ARPA) funding in the amount of \$218,539.07 for a new total of \$14,566,539.07 for the Brooks Community Service District (BCSD) Drinking Water Improvements Project through December 31, 2026.

FINANCE

5. Approve an order to readopt Marion County Administrative Policy #496 and Administrative Procedure #496-A, Investment of Public Funds.

HEALTH AND HUMAN SERVICES

6. Approve an order to update the Marion County Health and Human Services (MCHHS) Fee Schedule for Outpatient Behavioral Health Services, Addiction Treatment Services, and Public Health Programs as stated in Attachment A.

HUMAN RESOURCES

7. Forward to the 2026-27 Marion County Budget Committee the 2026 Elected Officials Compensation Board recommendations.

PUBLIC WORKS

8. Receive notice of the hearings officer’s decision denying Administrative Review Case #25-026 / Denise Burnham.

9. Schedule final consideration to adopt an administrative ordinance on March 11, 2026, for Zone Change Case #25-002/Creative Electric, LLC.

10. Approve a Communications Site Lease Agreement with Weyerhaeuser Timber Holdings, Inc., in the amount of \$396,393 to develop a new public safety radio communications system utilized by first responders on Weyerhaeuser land known as the Anderson-Pierce-Wonderly (APW) site for the Marion County Radio Project retroactive to August 1, 2025, through August 1, 2044.

SHERIFF’S OFFICE

11. Approve a Purchase Order with Henry Schein, Inc. in the not-to-exceed amount of \$309,600 for the purchase of Brixadi Subcutaneous Injections to provide treatment to Adults-In-Custody (AIC’s) with an opioid disorder.

ACTION

BOARD OF COMMISSIONERS

Board Committee Appointment – Fair Board

12. Consider approval of an order appointing Jeff Simons as a Key Volunteer to the Marion County Fair Board with a term ending December 31, 2029. –Chip Bury

Board Committee Appointments – Parks Commission

13. Consider approval of an order appointing Hunter McClure as an At-Large member to the Marion County Parks Commission with a term ending December 31, 2029; and orders appointing Alton Hoover as Chair and Tabitha Henricksen as Vice-Chair to the Parks Commission with terms ending March 4, 2028. –Kevin Thompson

PUBLIC WORKS

14. Consider approval of Amendment #6 to the Standard Professional Services Contract with Keller Associates, Inc. to add American Rescue Plan Act (ARPA) funding in the amount of \$807,343 for a new not-to-exceed contract total of \$3,205,172 to provide additional construction engineering services for the ARPA: Brooks-Hopmere Drinking Water Improvement Project through December 31, 2026. –Shane Ottosen

15. Consider approval of Amendment #1 to the incoming funds Supplemental Project Agreement with the Oregon Department of Transportation (ODOT) to add federal funding in the amount of \$6,249,999.58 for Right-Of-Way (ROW) services, language updates, and construction for a new agreement total of \$6,967,839.58, through November 18, 2031; and a resolution authorizing acquisition and eminent domain of certain real properties for the State Street: 4106 State Street to 46th Avenue improvement project. –Ryan Crowther

*Recess as Board of Commissioners.
Convene as Contract Review Board.*

**CONTRACT REVIEW BOARD
ACTION**

JUVENILE DEPARTMENT

1. Consider approval of an order granting an exemption from the Marion County Public Contracting Rules to reinstate an expired Intergovernmental Agreement (IGA) between Marion County and the Oregon Department of Human Services (ODHS) as referenced in “Exhibit A”. –Troy Gregg and Sandra Fixsen

*Adjourn as Contract Review Board.
Reconvene as Board of Commissioners*

ACTION

JUVENILE DEPARTMENT

16. Consider approval of Amendment #3 to reinstate the incoming funds Intergovernmental Agreement (IGA) with the Oregon Department of Human Services (ODHS) and add \$1,350,000 for a new not-to-exceed IGA total of \$2,700,000 for Title IV-E reimbursements allocated to pay for 2.5 Full Time Equivalent (FTE) employees and administrative costs retroactive to September 30, 2025, through September 30, 2027. –Troy Gregg

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: Wednesday, March 4th, 2026 9:00am

Department: Health & Human Services

Title: Intellectual & Developmental Disabilities Awareness Month

Management Update/Work Session Date: 2/17/2026 Audio/Visual aids

Time Required: 10 Contact: Samantha Andress Phone: x4903

Requested Action: Approve a proclamation to make March Intellectual & Developmental Disabilities (I/DD) Awareness Month in Marion County.

Issue, Description & Background: March is the nationally recognized I/DD Awareness month and in previous years Marion County has supported this through passing it's own proclamation. Marion County's Intellectual and Developmental Disabilities program seeks the BOC to adopt proclamation for March as I/DD (Intellectual and Developmental Disability) Awareness Month and present a video about awareness: <https://youtu.be/RyImBWmm4Rg>

Financial Impacts: N/A

Impacts to Department & External Agencies: N/A

List of attachments: Proclamation; Presentation

Presenter: Karin Perkins

Department Head Signature: Ryan Matthews Digitally signed by Ryan Matthews Date: 2026.02.17 14:27:20 -08'00'

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the matter of proclaiming the month of)
March 2026 as Intellectual and Developmental)
Disability Awareness Month in Marion County.)

PROCLAMATION

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on March 4, 2026.

WHEREAS, no fewer than 3,800 residents of Marion County live with intellectual and developmental disabilities; and

WHEREAS, Marion County acknowledges individuals who experience intellectual and developmental disabilities are active and valued members of its community; and

WHEREAS, Marion County acknowledges the role of the community to engage and support the health, safety, prosperity, and success of every citizen, including individuals who experience intellectual and developmental disabilities; and

WHEREAS, Marion County strives to support safe and healthy opportunities for individuals who experience intellectual and developmental disabilities to engage with and access their communities; and

WHEREAS, Marion County believes work is a fundamental part of life, and therefore, individuals with intellectual and developmental disability should be included in opportunities to participate in the local workforce; and

WHEREAS, Marion County invites and challenges its community to develop and promote accessible and affordable housing, opportunities for employment and community engagement, inclusive and accessible recreational activities and promote access to health services for people who experience intellectual and developmental disabilities so they may live in a world of choice and possibility; now, therefore

IT IS HEREBY PROCLAIMED that the month of March, 2026 is Intellectual and Developmental Disabilities Awareness Month in Marion County.

DATED at Salem, Oregon, this 4thday of March, 2026.

MARION COUNTY BOARD OF COMMISSIONERS

Chairperson

Commissioner

Commissioner

INTELLECTUAL &
DEVELOPMENTAL
DISABILITIES
AWARENESS MONTH



O R E G O N

Health & Human Services



<https://youtu.be/RyImBWmm4Rg>



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 3/4/2026

Department: Board of Commissioners

Title: **Adopt Policy and Procedure 215 and 215-A**

Management Update/Work Session Date: 1/20/2026 Audio/Visual aids

Time Required: 5 Contact: Jon Heynen Phone: 503-932-1197

Requested Action: Approve Policy 215 and Procedure 215-A

Issue, Description & Background: Per the request of the Board of Commissioners, a draft communications approval policy and procedure were created to formalize in administrative policy and procedure the current, informal communications approval process already being implemented across some county departments. The Board has reviewed the current policy and given direction for it to move forward to Board Session. I am seeking formal approval by Board Order of Policy 215 and Procedure 215-A.

Financial Impacts: N/A

Impacts to Department & External Agencies: N/A

List of attachments: Policy 215, Procedure 215-A

Presenter: Jon Heynen

Department Head Signature:

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the Matter of Adopting an Administrative)
Policy #215 and Administrative Procedure)
#215-A for Communications Review and)
Approval

ORDER No. _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on Wednesday, March fourth, 2026, to consider the adoption of a new administrative policy and procedure.

WHEREAS, the Board finds it appropriate to adopt a new administrative policy and procedure to ensure consistency, accuracy, and alignment with Marion County standards and Board of Commissioners direction for external communications, designated as Marion County Administrative Policy #215 and Administrative Procedure #215-A; now, therefore,

IT IS HEREBY ORDERED that Marion County Administrative Policy #215 and Administrative Procedure #215-A, attached hereto, are adopted.

DATED at Salem, Oregon, this fourth day of March, 2026.

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

Attachments: Administrative Policy #215
Administrative Procedure #215-A



SECTION:	General Administration	POLICY #: 215 - NEW
TITLE:	Communications Review and Approval	PROCEDURE #: 215-A - NEW
		ORDER #:
DEPT:	Board of Commissioners	PROGRAM: N/A
ADOPTED:	3/26	REVIEWED: 3/26
		REVISED: N/A

PURPOSE: To ensure consistency, accuracy, and alignment with Marion County standards and the Board of Commissioners’ direction, all communications intended for distribution to the public and/or community partners must undergo review and approval by a designee in the Board of Commissioners’ Office.

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, 203.111, 203.230.

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

Marion County Administrative Policies and Procedures outline the methods through which the Board of Commissioners takes formal action on administrative policy. They are the official record of county administrative policy.

APPLICABILITY: Department Heads or designee, Communications Coordinators, and employees preparing communications intended for distribution to the public and/or community partners, unless the department is headed by an elected official other than the Board of Commissioners.

GENERAL POLICY: All communications require review and approval by the Department Communications Coordinator, Department Head or designee, and the Board of Commissioners’ Communications Officer, Chief Administrative Officer, or Deputy County Administrative Officer prior to release.

DEFINITIONS: *Communications:* Any material intended for broad public distribution either directly or to/through community partners, including but not limited to: social media posts, external brochures, emails or materials to any news

SUBJECT:

entity or individual working on behalf of a news entity, educational materials on county programs, public information campaigns (including forwarding state/federal agency materials), public surveys, external flyers, public newsletters, PowerPoint presentations for the public or partners, billboards, television advertisements, external marketing materials, and any other materials intended for broad public distribution and/or education.

POLICY GUIDELINES:

1. RESPONSIBILITIES

It is the responsibility of the Department Head and department Communications Coordinator to ensure communications are reviewed and approved by the Board of Commissioners' Communications Officer, Chief Administrative Officer, or Deputy County Administrative Officer.

- 1.1. The Department Head of each department is ultimately responsible for all communications originating from their department.
- 1.2. The department Communications Coordinator shall provide the initial review, logging, and tracking of communications.
- 1.3. The Department Head shall approve communications prior to submission to the Board of Commissioners' Communications Officer, Chief Administrative Officer, or Deputy County Administrative Officer.
- 1.4. The Board of Commissioners Communications Officer, Chief Administrative Officer, or Deputy County Administrative Officer shall provide final review and approval of department communications.

2. EXCEPTIONS

- 2.1. Emergency or time-sensitive communications may be exempted from regular procedural time intervals in procedure 215-A upon petition to the Board of Commissioners' Communications Officer, Chief Administrative Officer, or Deputy County Administrative Officer on a case-by-case basis.
 - 2.1.1. In this situation, the Board of Commissioners' Communications Officer or designee maintains the right to deny the petition if it is not deemed a true emergency.
- 2.2. For public records requests from any news entity or individual working on behalf of a news entity, the Communications Officer, Chief Administrative Officer, or Deputy County Administrative Officer shall be notified of the request no later than when it is acknowledged. Acknowledgment of a public records request does not require approval. The Communications Officer, Chief Administrative Officer, or Deputy County Administrative Officer have discretion to require or not require approval of further communications related to the records request.

SUBJECT:

3. IMPLEMENTATION

- 3.1. Department Heads shall ensure that this policy is continually implemented within their departments.
- 3.2. Violation of Policy 215 or Procedure 215-A is cause for disciplinary action determined by the Personnel Officer or Board of Commissioners.

4. PERIODIC REVIEW

- 4.1. This policy shall be reviewed at least every five years by the Board of Commissioners, or more often if needed, and updated as necessary.

Adopted: 3/26

Reviewed: 3/26

Revised: N/A



ADMINISTRATIVE PROCEDURES

TITLE: Communications Review and Approval		PROCEDURE #: 215-A
DEPT: Board of Commissioners		PROGRAM: N/A
EFFECTIVE DATE: 3/26	REVIEWED: 3/26	REVISED: N/A

OBJECTIVE: To establish a procedure for reviewing and approving department communications intended for distribution to the public and/or community partners, unless the department is headed by an elected official other than the Board of Commissioners.

REFERENCE: Policy #215

POLICY STATEMENT: To ensure consistency, accuracy, and alignment with Marion County standards and Board of Commissioners direction, all communications intended for distribution to the public and/or community partners must undergo review and approval by a designee in the Board of Commissioners' Office.

APPLICABILITY: Department Heads or designees, Communications Coordinators, and employees preparing communications intended for distribution to the public and/or community partners, unless the department is headed by an elected official other than the Board of Commissioners.

PROCEDURES:

1. The department Communications Coordinator shall identify if approval is required.
 - 1.1. Consult supervisor if uncertain.
2. The Communications Coordinator shall submit communications to their supervisor and Department Head for review and initial approval to send to the Board of Commissioners' Office.
 - 2.1. Content approved for Board of Commissioners' Office review by the Department Head shall be submitted by the Communications Coordinator to the Board of Commissioners' Communications Officer, Chief Administrative Officer, or Deputy County Administrative Officer for final review and approval.
 - 2.2. The Communications Coordinator may collaborate with the Communications Officer, Chief Administrative Officer, or Deputy County Administrative Officer on a preferred method of providing content for review.

- 2.2.1. The method of submission may differ by department and is approved by the Communications Officer, Chief Administrative Officer, or Deputy County Administrative Officer.
3. Communications must be submitted to the Board of Commissioners' Office for approval no later than five business days from the intended distribution date.
 - 3.1. Content shall be submitted by Monday no later than 3:00pm for Tuesday review or Wednesday no later than 3:00pm for Thursday review.
 - 3.2. One-off emergency or time-sensitive communications may be submitted with a request for immediate review and the reason it may qualify outside of the normal process as soon as possible.
 - 3.2.1. The Communications Officer, Chief Administrative Officer, or Deputy County Administrative Officer may review the submitted content and reason for expedited approval as soon as is practicable.
 - 3.2.2. The Communications Officer, Chief Administrative Officer, or Deputy County Administrative Officer may choose to approve, deny, or request edits of the submitted content and attending request based on its individual merits.
4. The Communications Officer, Chief Administrative Officer or Deputy County Administrative Officer will review regularly submitted communications on Tuesday and Thursday of each week.
 - 4.1. The Communications Officer, Chief Administrative Officer, or Deputy County Administrative Officer may approve content, deny it, or approve it with requested edits.
 - 4.1.1. If requested edits are of a nature that needs additional review as determined by the Communications Officer, Chief Administrative Officer, or Deputy County Administrative Officer, the Communications Coordinator must re-submit the communications for review.

Adopted: 3/26

Reviewed: 3/26

Revised: N/A



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: March 11, 2026

Department: Public Works

Title: Closure of BO-4572-22 for the Brooks Community Service District Wastewater Project

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

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

Requested Action:
Approve Amendment #2 to BO-4572-22 between the Marion County Board of Commissioners' Office and Marion County Public Works Department and the associated American Rescue Plan Act (ARPA) project closure request, decreasing total granted funds by \$218,539.07, from \$500,000.00 to \$281,460.93, for the ARPA-Brooks Community Wastewater Project.

Issue, Description & Background:
In February 2022, the Board awarded \$5,000,000 in ARPA funds to the Brooks Community Service District (BCSD) wastewater improvement project for the construction of new municipal wastewater infrastructure. Upon completion of the Facility Plan for this project, it was determined that the allocated funds could be better utilized on the BCSD water system project and the wastewater project funds were decreased to \$500,000. All work associated with the BCSD wastewater Facility Plan is now complete, leaving \$218,539.07 in unspent funds available to be recouped and reallocated to other ARPA projects. Amendment 2 enables Public Works to close out the funding agreement and assign funds back to the Board's Office for reallocation to other ARPA projects.

Financial Impacts:
This amendment will allow \$218,539.07 in ARPA funds to be reallocated to other ARPA projects.

Impacts to Department & External Agencies:
None

List of attachments:
Amendment #2 to BO-4572-22, Project Closure Request

Presenter:
Shane Ottosen

Department Head Signature:
Brian Nicholas Digitally signed by Brian Nicholas
Date: 2026.02.03 16:40:58 -08'00'

Contract Review Sheet

Grant Agreement

BO-4572-22 - Am2

Title: ARPA Brooks Community Wastewater Project

Contractor's Name: Public Works Department

Department: Board of Commissioners

Contact: Alicia Jones

Analyst: Kathleen George

Phone #: -4388

Term - Date From: Execution

Expires: April 1, 2026

Original Contract Amount: \$ 5,000,000.00

Previous Amendments Amount: \$ (4,500,000.00)

Current Amendment: \$ (218,539.07)

New Contract Total: \$ 281,460.93

Amd% -94%

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: on behalf of Brooks Community Service District - Brooks-Hopmere Wastewater Project

Amendment 1 - Decrease project funds by \$4.5M for a new total of \$500,000.

Amendment 2 - Project completed - transfer \$218,539.07 to Drinking Water project (BO-4571-22).

Desired BOC Session Date: 3/11/2026

Contract should be in DocuSign by: 2/18/2026

Agenda Planning Date: 2/26/2026

Printed packets due in Finance: 2/24/2026

Management Update: 2/24/2026

BOC upload / Board Session email: 2/25/2026

BOC Session Presenter(s) Shane Ottosen

Code: Y

REQUIRED APPROVALS

DocuSigned by:

2/13/2026
 Finance - Contracts Date

Contract Specialist Date

Legal Counsel Date

Chief Administrative Officer Date

County Commissioners

Danielle Bethell, Chair
Colm Willis
Kevin Cameron



Director

Brian Nicholas, PE

Deputy Director

Dennis Mansfield

Chief Administrative Officer

Jan Fritz

MARION COUNTY PUBLIC WORKS

Memo

To: Jan Fritz, Chief Administrative Officer, Marion County
From: Brian Nicholas, Public Works Director, Marion County
CC: Jeff White, Dennis Mansfield, Scott Norris
Date: 11/5/25
Re: Brooks-Hopmere ARPA Funding Request

The Public Works Department of Marion County requested, and subsequently received American Rescue Plan Act (ARPA) funding of \$500,000 on behalf of the Brooks Community Service District (BCSD) for the development of a wastewater master plan and to support infrastructure improvements for the current wastewater system.

Additionally, the Public Works Department of Marion County requested, and subsequently received \$14,348,000 on behalf of BCSD for infrastructure improvements to the drinking water system.

The wastewater project is completed. As such, this memo is to request to transfer \$218,539.07 of the wastewater ARPA funding to the drinking water system improvement project. If approved the wastewater project will be closed out. The new balance for the BCSD drinking water system would be \$14,566,539.07.

A handwritten signature in blue ink that reads "Brian Nicholas".

Brian Nicholas, Public Works Director

Jan Fritz, Chief Administrative Officer



AMENDMENT 2 to BO-4572-22
the MEMORANDUM OF UNDERSTANDING
between
MARION COUNTY BOARD OF COMMISSIONERS
and PUBLIC WORKS DEPARTMENT

This Amendment No. ~~1~~ 2 to the Memorandum of Understanding (as amended from time to time, the “MOU”), dated February 14, 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 Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~striketrough~~):

1. 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 a revised ~~an~~ application to the Board for \$280,460.93 ~~\$500,000~~ in ARPA/SLFRF relief funds to support the Brooks-Hopmere Wastewater Improvement 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:

2. 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 December 31, 2025)
- Exhibit A.2 (ARPA Amendment & Budget Adjustment Narrative)
- Exhibit A.3 (Marion County ARPA Closeout Information and Documentation)
- Exhibit A.4 (Final Report)

- 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)

3. Consideration; Reporting

The Board has agreed to make an award of funds to the Department not-to-exceed amount of ~~Five Hundred Thousand Dollars (\$500,000)~~ Two Hundred Eighty Thousand Four Hundred Sixty Dollars and Ninety-Three Cents (\$280,460.93) (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.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Chief Administrative Officer Date

Authorized Signature:  _____
9793BA7ACD8D443...
Department Director or designee Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature:  _____
A3538E7AEC704F4...
Marion County Contracts & Procurement Date

EXHIBIT A.1, AMENDED



2021 MARION COUNTY
ARPA FUNDS APPLICATION ROUND 1
Amended (December 31, 2025)

Organization Name: Marion County Public Works Department
(on behalf of the Brooks Community Service District)

Project Title: Brooks-Hopmere Wastewater Improvement Project

ARPA Funding Category: Water and Sewer Infrastructure Projects

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

EXHIBIT A.1, AMENDED

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:

- a. Total estimated project budget is ~~\$280,591~~ \$500,000.

The project entails wastewater facilities planning studies, ~~securing the Brooks Wastewater treatment plant existing lagoon and parshall flume with fence and installing composite sampler for influent monitoring.~~

- b. Project preliminary engineering began in January 2023. Final construction is anticipated to be completed by the end of 2026.

Task	Start	End
Wastewater Master Planning	Underway	<u>January 2025</u> <u>August 2024</u>
Final Design and Permitting	<u>January 2025</u>	<u>April 2025</u>
Early Work Amendment	<u>June 2025</u>	<u>August 2025</u>
Construction	<u>September 2025</u>	<u>December 2026</u>

- 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: Department Head
- **Dennis Mansfield**, Marion County Administration Division Manager
 - i. Role in Project: BCSD Secretary (District Administrator)
- **Brian May**, Marion County Environmental Services Division Manager
 - i. Role in Project: Management of BCSD Staff
- **Kelli Weese**, Marion County Community Services Director ~~Economic Development Coordinator~~
 - i. Role in Project: Economic Development Review and Coordination
- ~~**Chris Einmo**, Marion County Senior Project Manager~~
 - i. ~~Role in Project: Senior Project manager~~
- **Brandon Reich**, Marion County Building and Planning Division Manager
 - i. Role in Project: Land Use Permitting, Planning Review and Assistance
- **Shane Ottosen Jr., PE**, Marion County Public Works Engineering Associate
 - i. Role in Project: BCSD District Engineer & Project Manager

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

The Brooks Community Service District (BCSD) was formed in 1989 to provide water and sewer service to the Brooks-Hopmere community in rural Marion County. BCSD is managed through

EXHIBIT A.1, AMENDED

an intergovernmental agreement with Marion County Public Works. Marion County will continue to manage the BCSD as well as the project described in this grant application.

The Brooks-Hopmere Area is the largest unincorporated community in Marion County and plays an essential role in the economy of the County and region. The area boasts a wide range of businesses and the total employment in the area rivals that of many of the County's incorporated cities. Businesses, property owners and residents envision a vibrant future for the region serving as a regional employment hub. Although Brooks-Hopmere is a unique area with strong assets and opportunities, it is not without challenges. Several improvements will be needed to allow the community to grow and thrive, and chief among these is the expansion of BCSD's water and sewer service.

BCSD serves only a small portion of the Brooks-Hopmere area and the commercial and industrial development of the area is restrained by the lack of a central sanitary sewer utility serving the entire Brooks-Hopmere community. The existing sewage collection system, a Septic Tank Effluent Pump, or STEP, system is expensive to operate and maintain and makes development and redevelopment of larger properties cost prohibitive. Currently, most large commercial properties not served by BCSD are required to use septic systems, which poses a high risk to public health and the environment when these large volume systems fail. Development of a community wastewater system is essential to the long-term public health, economic health and resiliency of the area.

Marion County approved the Brooks-Hopmere Community Plan Future Report in November 2021, after extensive feedback was gathered through Brooks-Hopmere community interviews and online surveys. The future report served to assess and develop an extensive list of actions needed to propel the community into its desired future. The study identified community water and wastewater systems as one of the primary strategies to support the business development and job creation capacity of the area. The expansion of BCSD's service area is a top priority of the Marion County Board of Commissioners.

The wastewater facilities planning study identified high-priority improvements including securing the existing lagoon and parshall flume with installation of fence and install composite sampler for influent monitoring ~~which will be completed with ARPA funding~~. The Engineer recommends deferring other low-priority improvements so that critical upgrades can be made to the community water infrastructure.

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.

The proposed project is based on planning criteria established in the Future Report, The Brooks-Hopmere Community Plan (March 2021). The report estimates future growth for a 20-year planning period. The proposed project provides wastewater system improvements for the existing community and with a reasonable amount of population growth presented in the report. Major facilities of the project include a new gravity collection system, new pump stations and force mains, treatment plant improvements, and a new effluent storage lagoon.

The total proposed project includes installing a gravity collection system, consisting of gravity mains, manholes and laterals to serve existing customers with consideration for a reasonable amount of population growth. Work also includes a total of three pump stations. The existing treatment lagoons are anticipated to have capacity for the 20-year planning period established in the Future Report. New

EXHIBIT A.1, AMENDED

treatment plant headworks will include screen, washer, and compactor facilities. The additional storage lagoon will hold effluent during the dry season when the system is not permitted to discharge to the Willamette River. Effluent pump station upgrades are included in the project. The existing chlorination system is assumed to be sufficient and no upgrades are included in this proposed project and associated cost estimates. Additional site work, yard piping, and control structures are expected with the treatment plant improvements.

The table below summarizes the main project elements, proposed timelines, and key team members.

Project Element	Timeline	Key Team Members
Waste Water Facilities Planning Studies	Dec 2022- January 2025 <u>August 2024</u>	Marion County* Keller Associates
Final Design & Permitting	January 2025 – April 2025	Marion County* Keller Associates Regulatory agencies
Early Work Amendment	June 2025 – September 2025	Marion County* Keller Associates Slayden Constructors, Inc
Construction	September 2025- December 2026	Marion County* Slayden Constructors Keller Associates, Inc

* See key team members list above.

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 project proposed in this application meets the forth eligible category and would directly invest in the BCSD wastewater system. Grant funds would be used to repair and upgrade the existing sewer system to provide safe and reliable sewer conveyance and treatment to the current and future residents and businesses of the Brooks-Hopmere area.

The proposed project is broken down into sections (or “blocks”). Block 1 constitutes a complete, functional project with each subsequent block extending the reach and capacity of the base system. The proposed project directly meets the ARPA criteria by improving wastewater

EXHIBIT A.1, AMENDED

infrastructure by building and upgrading the centralized wastewater treatment facilities and collection and conveyance system as defined in the Treasury’s Interim Final Rule and is eligible for funding under the EPA’s Clean Water State Revolving Fund. This work would fall under expenditure categories 5.1 (Clean Water: Centralized Wastewater Treatment) and 5.2 (Clean Water: Centralized Wastewater Collection and Conveyance) as defined in Appendix 1 in the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds guidance as modified by Marion County.

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

All funds must be fully expended by December 31, 2026. Due to the preliminary work already completed by Marion County, the proposed project schedule is both reasonable and achievable.

- 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 identified in the Brooks-Hopmere Community Plan Future Report. The Marion County Board of Commissioners approved the report via Resolution No. 21R-24 on November 10, 2021.

- 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.

As previously stated, Marion County manages the BCSD through an intergovernmental agreement. 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. 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 Brooks Community Service District is funded by water and sewer fees. These fees are established based on operational, administrative, and infrastructure project costs. Fees may need to be adjusted based on the expanded infrastructure discussed in this application, but added operational expenses will be largely funded by an increase in the number of utility customers.

- 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.

EXHIBIT A.1, AMENDED

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?

If funding is not granted, this project will need to secure other funding sources. The Brooks Community Service District does not have the funding to pay for this project. Therefore, grants and loans would be required. As previously mentioned, the project was broken into blocks so that partial funding could be made through this grant and still yield a complete, functional project.

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.

Actions to meet project deadlines:

- Set reasonable initial deadlines
- Establish interim milestones
- Establish strong project management team at each stage
 - Identify critical path items and potential scheduling conflicts
- Prioritize and advance tasks concurrently where possible (i.e., begin land acquisition and permitting process once pre-design has progressed to a suitable stage)

Project-related reports or studies

- Future Report Brooks-Hopmere Community Plan (March 2021)
- Wastewater Facilities Planning Study (January 2025 ~~August 2024~~)

Marion County has already initiated the master planning process for this project, which means design and permitting can begin soon after funds are awarded.

13. Provide any additional information related to the project.

EXHIBIT A.1, AMENDED

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;

EXHIBIT A.1, AMENDED

- 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: 

Print Name: Brian Nicholas

Title: Public Works Director

Contact Person (Type or Print): Shane Ottosen ~~Chris Einme~~

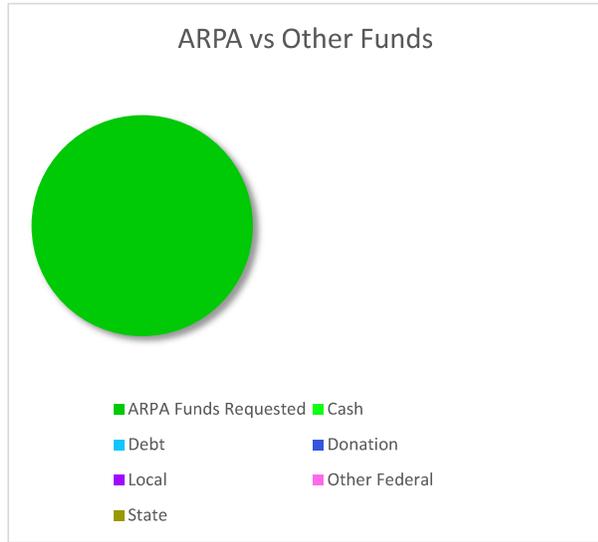
Telephone Number: (503) 3653104 566-4119

Email: sottosen@co.marion.or.us einme@co.marion.or.us

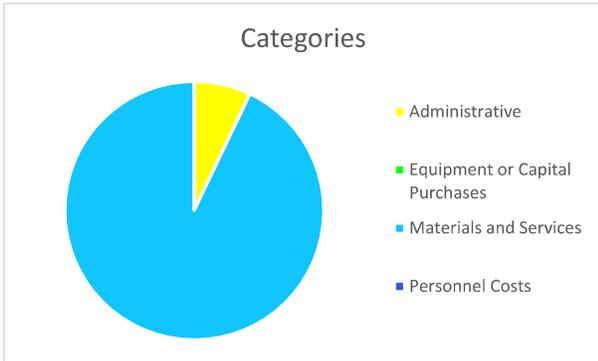
The Applicant will notify the County representative on the cover page of this Application within 30 days of any change in the information provided on this form.

Brooks Wastewater Improvements (Block 1) Costs

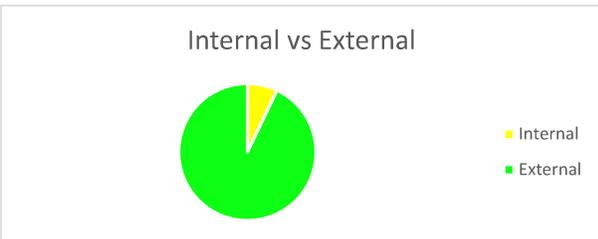
Total Project Budget	\$ 281,460.93
ARPA Funds Requested	\$ 281,460.93
Other Funds	\$ -
Cash	\$ -
Debt	\$ -
Donation	\$ -
Local	\$ -
Other Federal	\$ -
State	\$ -



Total Project Budget	\$ 281,460.93
Categories	
Administrative	\$ 20,000.00
Equipment or Capital Purchases	\$ -
Materials and Services	\$ 261,460.93
Personnel Costs	\$ -

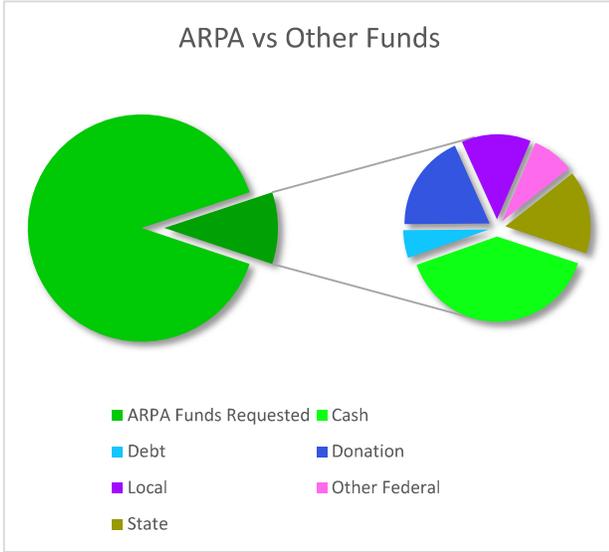


Total Project Budget	\$ 281,460.93
Internal	\$ 20,000.00
External	\$ 261,460.93

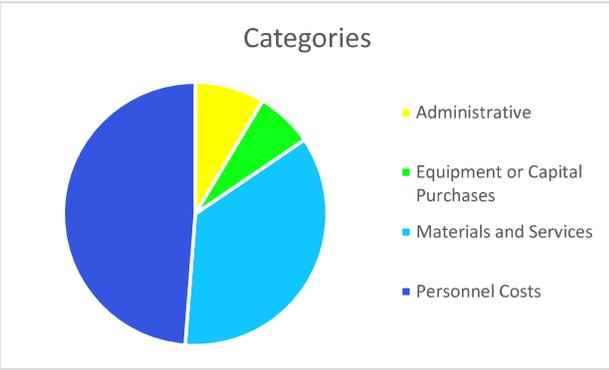


Project Budget Summary - EXAMPLE

Total Project Budget	\$ 374,000.00
ARPA Funds Requested	\$ 334,000.00
Other Funds	\$ 40,000.00
Cash	\$ 15,000.00
Debt	\$ 2,000.00
Donation	\$ 7,000.00
Local	\$ 5,000.00
Other Federal	\$ 3,000.00
State	\$ 6,000.00



Total Project Budget	\$ 374,000.00
Categories	
Administrative	\$ 32,000.00
Equipment or Capital Purchases	\$ 26,000.00
Materials and Services	\$ 133,500.00
Personnel Costs	\$ 182,500.00



Total Project Budget	\$ 374,000.00
Internal	\$ 249,000.00
External	\$ 125,000.00

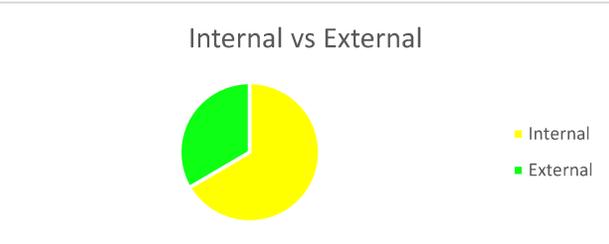


EXHIBIT A.2

ARPA Amendment Budget Adjustment Narrative

Organization Name:	Marion County Public works (MCPW)
Title of Project:	ARPA- Brooks Community Wastewater Project
Date of Request:	12/29/2025
Name of Person Completing Request:	Alicia Jones
Title of Person Completing Request:	Grant/Contracts Compliance Analyst
Phone # of Person Completing Request:	503-373-4320
Original MC ARPA Award/Contract:	5,000,000
Revised MC ARPA Award/Contract:	500,000
Final Closeout	281,460.93
Original MC ARPA Award/Contract Number:	BO-4572-22

Step 1: Please respond to each question/statement below.		
#	Questions	Answer
1	Why are you requesting a program amendment (what circumstances impacted this request)?	MCPW is requesting transferring the balance of this ARPA grant to BO-4571-22 to complete Brooks-Hopmere Drinking Water Project.
2	Using the approved contract, specifically identify the text requested to be edited/removed. Enter the original text to be removed and bold text for text to be added.	Adds Exhibit A.2 "Amendment and budget adjustment Narrative", Exhibit A.3, "Closeout Information & Documentation", Exhibit A.4, "Final Report" which identifies work completed by MCPW and assigns the balance of \$ 218,539.07 grant to BO-4571-22 ARPA- Brooks-Hopmere Drinking Water Project. MCPW will use the balance transfer to complete the Brook-Hopmere water improvement project.
3	How will the requested change affect the project?	Enables MCPW to close out agreement with Marion County, assign funds back to Marrion County and allows MCPW to utilize funds to complete the water improvement 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
5	How will the requested change affect the original time line?	Project completion date changes from December 31, 2026 to December 31, 2025.
Step 2: If a budget adjustment is also being requested, answer Question # 6 and complete Tab 2.		
6	How will the requested change affect the original MC ARPA budget	Reallocating ARPA funds back to Marion County for the provision of Brooks- Hopmere water improvement project construction.
<p><i>**By completing this form, Entity Representative 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 entity in these attestations.</i></p>		

Marion County ARPA Closeout Information & Documentation

Date:	4-Feb-26
Name of Entity:	Marion County Public Works
Title of Project:	Brooks-Hopmere Wastewater Improvement Project
Name of Entity Representative Completing Form**:	Brian Nicholas
Position Title of Entity Representative Completing Form:	Public Works Director
Phone Number of Entity Representative Completing Form:	(503) 588-7943
Marion County Grant Agreement Number:	BO-4572-22
Original Contract Amount:	5,000,000
Amount Expended (Reimbursed by Marion County) to Date:	281,460.93
Project Completion Date:	31-Dec-25

#	Questions	Yes	No	N/A	Comment
PROJECT STATUS					
1	Is your project complete or will it be in 30 days? <i>*If no, in Column F please explain the circumstances and resolution.</i>	X			
GOALS AND IMPACT					
2	Have the goals of the project been met? <i>*YES = Use Column F to state the project goals. *NO = Use Column F to briefly describe the planned goals and why they were not met.</i>		X		Goal 1- Facility planning study- met Goal 2- Minor facility Improvements (securing the existing lagoon and parshall flume with fence and installing composite sampler for influent monitoring)- was not meet. The remaining fund is proposed to be used for water improvement project (BO-4571-22)
3	Based on the project need and the planned impact, did your entity document evidence of project impact? <i>*YES = Use Column F to state the project impact. *NO = Use Column F to briefly describe the planned project impact indicators and how they will be documented .</i>	X			The project produced a facility planning study that will be used for future project implementation.
USE OF FUNDS					
4	Has your entity submitted a final disbursement request for all awarded MC ARPA funds (Original Contract Amount)? <i>*If no, in Column F identify when your entity will complete the final disbursement request.</i>	X			
COMPLIANCE					
5	Did your entity track revenue and expenditures of this project separately from other federal awards? <i>*If no, in Column F please explain the issues you have experienced with tracking revenue and expenditures and your planned resolution.</i>	X			
6	Are you aware that records and financial documents involving the MC ARPA project must be maintained for five years after all funds have been expended or returned to MC? <i>*If yes, in Column F provide the location in which these records will be maintained and the name, title, and email address of the person responsible for record retention. *If no, in Column F, please explain your plan, and provide an assurance, to establish a record retention process and notify MC of the location in which these records will be maintained and the name, title, and email address of the person responsible for record retention.</i>	X			Location- Marion County Public Works G: drive (G:\Administration\Accounting\Grant Information\ARPA BCSD Brooks Hopmere 105873, 105874) Also CMS for executed contract and amendments.
PROPERTY & CAPITAL PROJECTS MANAGEMENT					

#	Questions	Yes	No	N/A	Comment
7a	Did your entity purchase property or equipment with MC ARPA funding? If yes, please also answer # 7b, 7c, and 7d.		X		
7b	Have you followed procedures to document these purchases including: description, identification number, acquisition date, location, and ultimate disposition information? (2 CFR 200.313) *If no, in Column F, please explain your plan to document the purchase of property or equipment.			N/A	
7c	Does your entity maintain an inventory for equipment that has been purchased with MC ARPA funds? (2 CFR 200.313 (d)(2)) *If yes, please provide your inventory in the "Equipment Inventory" tab of this report. *If no, in Column F, please explain your plan to prepare an inventory of equipment purchased with MC ARPA funds prior to closeout.			N/A	
7d	Does your entity plan to retain, maintain, and use the the property or equipment purchased with MC ARPA funds for the original purpose? * If no, in Column F, please describe your plan to dispose of the property (If sold or planning to sell, and the property or equipment has a per-unit fair market value in excess of \$5,000, this plan must include compensation to MC as described in 2 CFR 200.313 (e)(2)).			N/A	
<p>**By completing this form, Entity Representative 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 entity in these attestations.</p>					
<p><i>Marion County will complete this section</i></p>					
Reviewer:					
Reviewer Title:					
Date Completed:					
Review Comments & Assessment:					

EXHIBIT A.4**BO-4572-22 Marion County ARPA Grant to Marion County Public Works**
*(on behalf of the Brooks Community Service District)**Final Report**Prepared Dec 31, 2025*

This report summarizes actions taken by Marion County Public works to implement BO-4572-22 ARPA Brooks Community Wastewater Project that was funded with a \$5,000,000 million American Rescue Plan Act (ARPA) grant what was later amended to \$500,000 from Marion County.

Background

The Brooks Community Service District (BCSD) was formed in 1989 to provide water and sewer services to the Brooks-Hopmere community in rural Marion County. BCSD is managed through an intergovernmental agreement with Marion County Public Works. Marion County will continue to manage the BCSD as well as the project described in this grant application.

The Brooks-Hopmere Area is the largest unincorporated community in Marion County and plays an essential role in the economy of the County and region. The area boasts a wide range of businesses and the total employment in the area rivals that of many of the County's incorporated cities. Businesses, property owners and residents envision a vibrant future for the region serving as a regional employment hub. Although Brooks-Hopmere is a unique area with strong assets and opportunities, it is not without challenges. Several improvements will be needed to allow the community to grow and thrive, and chief among these is the expansion of BCSD's water and sewer service.

Marion County approved the Brooks-Hopmere Community Plan Future Report in November 2021 via Resolution No. 21R-24, after extensive feedback was gathered through Brooks-Hopmere community interviews and online surveys. The future report served to assess and develop an extensive list of actions needed to propel the community into its desired future. The study identified community water and wastewater systems as one of the primary strategies to support the business development and job creation capacity of the area. The expansion of BCSD's service area is a top priority of the Marion County Board of Commissioners.

The current wastewater treatment plant consists of a Parshall flume, two facultative lagoons, a chlorine injector, an effluent pump station, an effluent flow meter, an effluent force main, and an outfall to the Willamette River. The wastewater discharge permit issued by the DEQ allows the County to discharge treated effluent to the river from November 1 to April 30. The rest of the year, effluent is stored in the lagoons.

The proposed project is based on planning criteria established in the Future Report. The Project retained a consulting engineer to complete a planning study and define the project.

Project Task 1- Wastewater facilities planning studies

The project completed "Brooks-Hopmere Wastewater Facilities Plan studies which identified improvements needed to the wastewater plant for 20 years. The project entails wastewater facilities planning studies, securing the Brooks Wastewater treatment plant existing lagoon and parshall flume with fence and installing composite sampler for influent monitoring, lagoon line replacement and collection system Improvement.

EXHIBIT A.4

Project Task 2- Minor Improvements

The wastewater facilities planning study identified improvements including securing the existing lagoon and parshall flume with installation of fence and install composite sampler for influent monitoring which can be completed with ARPA funding. However, the project staff and engineers recommend deferring all improvements so that critical upgrades can be made to the community water infrastructure.

Proposed transfer to Improvements Water Project

Project recommends deferring other low-priority improvements so that critical upgrades can be made to the community water infrastructure. Hence, the project is requesting 218,539.07 of the \$500,000 ARPA grants be transferred to Bo-4571-22- ARPA Brooks- Hopmere Drinking Water Project.



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 3/11/2026 3/4/2026

Department: Public Works

Title: Amendment 2 to BO-4571-22 ARPA-Brooks-Hopmere Drinking Water Improvements Project

Management Update/Work Session Date: 2/17/2026 Audio/Visual aids

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

Requested Action: Approve Amendment No. 2 to BO-4572-22, increasing American Rescue Plan Act (ARPA) funding for the Brooks Community Service District (BCSD) Water System Project by \$218,539.07, from \$14,348,000.00 to \$14,566,539.07.

Issue, Description & Background: In February 2022, the Board awarded \$9,848,000 in ARPA funds to the BCSD Water System Project for the construction of new municipal water infrastructure under funding agreement BO-4572-22. Amendment No. 1 to BO-4572-22 increased the awarded ARPA funds to \$14,348,000. Amendment No. 2 would increase the allocation of ARPA funds by an additional \$218,539.07.

Financial Impacts: This amendment would increase the ARPA funds awarded under BO-4572-22 by \$218,539.07, from \$14,348,000.00 to \$14,566,539.07.

Impacts to Department & External Agencies: None

List of attachments: Amendment No. 2 to BO-4571-22

Presenter: Shane Ottosen

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas Date: 2026.02.05 12:07:00 -08'00'

Contract Review Sheet

Grant Agreement

BO-4571-22

Title: ARPA - Brooks-Hopmere Drinking Water

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: \$ 9,848,000.00

Previous Amendments Amount: \$ 4,500,000.00

Current Amendment: \$ 218,539.07

New Contract Total: \$ 14,566,539.07

Amd% 48%

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: on behalf of Brooks Community Service District - Brooks-Hopmere Drinking Water

Amendment 1 - Increases by \$4.5M for a total of \$14,348,000.

Amendment 2 - Increases by \$218,539.07 for a total of \$14,566,539.07.

Desired BOC Session Date: 3/11/2026

Contract should be in DocuSign by: 2/18/2026

Agenda Planning Date: 2/26/2026

Printed packets due in Finance: 2/24/2026

Management Update: 2/24/2026

BOC upload / Board Session email: 2/25/2026

BOC Session Presenter(s) Shane Ottosen

Code: Y

REQUIRED APPROVALS

DocuSigned by: 
3538E7AEC704F4... 2/23/2026
 Finance - Contracts Date

Signed by: 
DA7EBDCG4E7847D... 2/23/2026
 Contract Specialist Date

Signed by: 
80C08A6F708240B... 2/23/2026
 Legal Counsel Date

DocuSigned by: 
8C18951248DE4EC... 2/23/2026
 Chief Administrative Officer Date

County Commissioners

Danielle Bethell, Chair
Colm Willis
Kevin Cameron



Director

Brian Nicholas, PE

Deputy Director

Dennis Mansfield

Chief Administrative Officer

Jan Fritz

MARION COUNTY PUBLIC WORKS

Memo

To: Jan Fritz, Chief Administrative Officer, Marion County
From: Brian Nicholas, Public Works Director, Marion County
CC: Jeff White, Dennis Mansfield, Scott Norris
Date: 11/5/25
Re: Brooks-Hopmere ARPA Funding Request

The Public Works Department of Marion County requested, and subsequently received American Rescue Plan Act (ARPA) funding of \$500,000 on behalf of the Brooks Community Service District (BCSD) for the development of a wastewater master plan and to support infrastructure improvements for the current wastewater system.

Additionally, the Public Works Department of Marion County requested, and subsequently received \$14,348,000 on behalf of BCSD for infrastructure improvements to the drinking water system.

The wastewater project is completed. As such, this memo is to request to transfer \$218,539.07 of the wastewater ARPA funding to the drinking water system improvement project. If approved the wastewater project will be closed out. The new balance for the BCSD drinking water system would be \$14,566,539.07.

A handwritten signature in blue ink that reads "Brian Nicholas".

Brian Nicholas, Public Works Director

DocuSigned by:

A handwritten signature in black ink that reads "Jan Fritz".

BC16251248DE4EC...

Jan Fritz, Chief Administrative Officer



AMENDMENT 2 to BO-4571-22
the MEMORANDUM OF UNDERSTANDING
between
MARION COUNTY BOARD OF COMMISSIONERS
and PUBLIC WORKS DEPARTMENT

This Amendment No. 2 to the Memorandum of Understanding (as amended from time to time, the “MOU”), dated ~~February 14, 2022~~ 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 ~~strikethrough~~):

1. 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 Brooks-Hopmere Drinking Water Improvement 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:

2. 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 October 9, 2025)
- 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)

3. Consideration; Reporting

- a. The Board has agreed to make an award of funds to the Department not-to-exceed amount of **Fourteen Million, Five Hundred Sixty-Six Thousand, Five Hundred Thirty-Nine Dollars and Seven Cents (\$14,566,539.07)** ~~Fourteen Million, Three Hundred Forty Eight Thousand Dollars (\$14,348,000)~~ (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.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature:  DC16361248DE4EC... 2/23/2026
 Chief Administrative Officer Date

Authorized Signature:  8793BA7ACB6D443... 2/23/2026
 Department Director or designee Date

Reviewed by Signature:  60C98A6F708240B... 2/23/2026
 Marion County Legal Counsel Date

Reviewed by Signature:  A3538E7AEC704F4... 2/23/2026
 Marion County Contracts & Procurement Date

EXHIBIT A.1



2021 MARION COUNTY
ARPA FUNDS APPLICATION ROUND 1
Amended (October 9, 2025)

Organization Name: Marion County Public Works Department
(on behalf of the Brooks Community Service District)

Project Title: Brooks-Hopmere Drinking Water Improvement Project

ARPA Funding Category: Water and Sewer Infrastructure Projects

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

EXHIBIT A.1

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:

a. Total estimated project budget is \$30,545,539.07 ~~\$30,327,000~~.

- This is a large project. The total estimated project budget has been broken down into sections (“blocks”) to allow for incremental funding in the event sufficient ARPA funding does not exist to fund the entire project. Each block and associated project costs are described below and illustrated on the attached Water Distribution Sketch Figure. The costs described below include design, survey, environmental studies and permitting, geotechnical engineering, necessary property acquisition, construction, construction oversight and all administrative costs.

i. **Block 1 – \$14,566,539.07 ~~\$14,348,000~~** (Priority #1)

1. Block 1 includes connecting Chemeketa Community College well and installing a 750,000-gallon drinking water reservoir, treatment plant, booster pump station, water main, service connections and fire hydrants in the area that is currently served by the Brooks Community Service District (BCSD). Funding Block 1 will allow BCSD to secure a water source from Chemeketa Community College, as well as replace portions of the existing water distribution network that does not meet public safety standards. Block 1 also includes facilities planning study and procuring water rights to be used for block 2-4.

ii. **Block 2 - \$7,945,000** (Priority #2)

1. Block 2 includes the installation of a new community water booster pump station, water main, service connections and fire hydrants to serve the developed rural community west of Interstate 5, an area that lacks community water service.

iii. **Block 3 - \$3,476,000** (Priority #3)

1. Block 3 includes installation of an interconnecting pipe between Block 1 and 2 to provide system redundancy and resiliency. Redundancy is important to ensure uninterrupted water during periods of low ground water or to accommodate regular maintenance of the wells, reservoirs and pump stations. Block 3 also adds fire hydrants and service main to support future development adjacent to Interstate 5.

iv. **Block 4 - \$4,558,000** (Priority #4)

1. Block 4 includes installation of water main, service connections and fire hydrants to serve the northern portion of Brooks.

EXHIBIT A.1

b. Estimated start date and completion dates

Task	Start	End
Water and Wastewater Master Planning	Underway	September 2024
Preliminary Engineering Report	October 2024	April 2025
Land Acquisition	November 2024	April 2025
Final Design and Permitting	February 2025	September 2025
Early Work Amendment	July 2025	November 2025
Guaranteed Maximum Price (GMP)	August 2025	November 2025
Construction	December 2025	December 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: Department Head
- **Dennis Mansfield**, Marion County Public Works Deputy Director
 - i. Role in Project: BCSD Secretary (District Administrator)
- **Brian May**, Marion County Environmental Services Division Manager
 - i. Role in Project: Management of BCSD Staff
- **Kelli Weese**, Marion County Community Services Director ~~Economic Development Project Manager~~
 - i. Role in Project: Economic Development Review and Coordination
- ~~**Chris Einmo**, Marion County Public Works Senior Project Manager~~
 - i. ~~Role in Project: Project Manager~~
- **Brandon Reich**, Marion County Building and Planning Division Manager
 - i. Role in Project: Land Use Permitting, Planning Review and Assistance
- **Shane Ottosen Jr., PE**, Marion County Public Works Engineering Associate
 - i. Role in Project: BCSD District Engineer & Project Manager

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

The Brooks Community Service District (BCSD) was formed in 1989 to provide water and sewer service to the Brooks-Hopmere community in rural Marion County. BCSD is managed through an intergovernmental agreement with Marion County Public Works. Marion County will continue to manage the BCSD as well as the project described in this grant application.

The Brooks-Hopmere Area is the largest unincorporated community in Marion County and plays an essential role in the economy of the County and region. The area boasts a wide range of businesses and the total employment in the area rivals that of many of the County’s incorporated cities. Businesses, property owners and residents envision a vibrant future for the region serving as a regional employment hub. Although Brooks-Hopmere is a unique area with strong assets and opportunities, it is not without challenges. Several improvements will be needed to allow the

EXHIBIT A.1

community to grow and thrive, and chief among these is the expansion of BCSD’s water and sewer service. BCSD serves only a small portion of the Brooks-Hopmere area, and the commercial and industrial development of the area is restrained by the lack of a central water utility serving the entire Brooks-Hopmere community. Additionally, BCSD water is currently supplied by a well owned and operated by Chemeketa Community College, a service that was installed without any agreement between BCSD and the original landowner. Chemeketa has a limited storage facility and hence limited the service volume supplied to & notified BCSD that the college intends to terminate this service in the near future, which will leave current BCSD customers without any water service at all. Marion County plans to build a 750,000-gallon storage facility so that BCSD continues to use the Chemeketa well while the college also has enough water for its use. The project will also work towards securing a water well right for BCSD.

Marion County approved the Brooks-Hopmere Community Plan Future Report in November 2021, after extensive feedback was gathered through Brooks-Hopmere community interviews and online surveys. The future report served to assess and develop an extensive list of actions needed to propel the community into its desired future. The study identified community water and wastewater systems as one of the primary strategies to support the business development and job creation capacity of the area. The expansion of BCSD’s service area is a top priority of the Marion County Board of Commissioners.

To expand the existing water service, BCSD must do the following:

- Block 1 –Upgrade the existing Chemeketa Community College well and construct a distribution system and storage with fire flow capacity.
- Block 2 – Construct a new well-based water supply, storage and distribution system in the Hopmere area to serve rural development on the west side of Interstate 5.
- Block 3 – Interconnect the two systems for redundancy and resilience and to provide water main access to the undeveloped area between Brooks and Hopmere.
- Block 4 – Extend the Brooks water distribution system to serve developed rural areas north of Brooks.

When completed, the improved system will provide reliable water service to the entire Brooks-Hopmere community with an adequate capacity to serve a 20-year development window and beyond.

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.

The total project includes the installation of redundant water supply, adequate fire flow and operational storage, new booster pump stations, new water distribution mains, fire hydrants, service connections and other water system appurtenances. A description of the work included in each Block can be seen above. The project is necessary to provide safe infrastructure for the public community water system that serves all existing BCSD customers, provides redundancy to allow for proper operation and maintenance in case of an emergency.

EXHIBIT A.1

Project Element	Timeline	Key Team Members
Water Master Plan	December 2021–September 2024	Keller Associates Regulatory Agency: OWRD, OHA
Preliminary Engineering Report	October 2024-April 2025	Marion County* Keller Associates Regulatory Agency: OWRD, OHA
Water Rights	January 2024-April 2025	Marion County* Keller Associates Regulatory Agency: OWRD
Land Acquisition	January 2024-April 2025	Marion County* Local landowners (to be determined)
Final Design and Permitting	February 2025- September 2025	Marion County* Keller Associates Regulatory Agency: OHA, JPA
Early Work Amendment	July 2025 - Nov 2025	Marion County* Keller Associates Slayden Constructors, Inc.
Guaranteed Maximum Price	August 2025- Nov 2025	Marion County* Keller Associates Slayden Constructors, Inc.
Construction	December 2025 – December 2026	Marion County* Keller Associates Slayden Constructors, Inc. Regulatory Agency: OWRD, OHA, JPA

* See key team members list above.

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 project proposed in this application meets the fourth eligible category and would directly invest in the BCSD water system. Grant funds would be used to repair and upgrade the existing water system to provide a safe, reliable and clean water source to the current and future residents and businesses of the Brooks-Hopmere area.

The proposed project is broken down into sections (or “blocks”). Block 1 constitutes a complete, functional project with each subsequent block extending the reach and capacity of the base

EXHIBIT A.1

system. The proposed project directly meets the ARPA criteria by improving drinking water infrastructure by building and upgrading facilities, transmission distribution, and storage systems as defined in the Treasury's Interim Final Rule and is eligible for funding under the EPA's Drinking Water State Revolving Fund. This work would fall under expenditure categories 5.11 (Drinking Water: Transmission), 5.13 (Drinking Water: Source) and 5.14 (Drinking Water: Storage) as defined in Appendix 1 in the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds guidance as modified by Marion County.

- 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. Due to the preliminary work already completed by Marion County, the proposed project schedule is both reasonable and achievable. Construction funds will be obligated in December 2024 and construction completed by December 31, 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 identified in the Brooks-Hopmere Community Plan Future Report. The Marion County Board of Commissioners approved the report via Resolution No. 21R-24 on November 10, 2021.

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.

As previously stated, Marion County manages the BCSD through an intergovernmental agreement. 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 Brooks Community Service District is funded by water and sewer fees. These fees are established based on operational, administrative, and infrastructure project costs. Fees may need to be adjusted based on the expanded infrastructure discussed in this application, but added operational expenses will be largely funded by an increase in the number of utility customers.

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.

EXHIBIT A.1

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?

If funding is not granted, this project will need to secure other funding sources. The Brooks Community Service District does not have the funding to pay for this project. Therefore, grants and loans would be required. As previously mentioned, the project was broken into blocks so that partial funding could be made through this grant and still yield a complete, functional project.

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.

Actions to meet project deadlines:

- Set reasonable initial deadlines
- Establish interim milestones
- Establish strong project management team at each stage
- Prioritize and overlap tasks where possible (i.e., begin land acquisition and permitting process once preliminary engineering report has progressed to a suitable stage)

Major deliverables required:

- Master Plan Report (Feasibility Study)
- Preliminary Engineering Report – Report detailing design criteria of proposed project
- Water Rights – Application and Final Order (not reimbursable under Drinking Water Revolving Funds)
- Permitting – Varies by Agency
- Final Design – Plans and specifications (Bid and Contract Documents)
- As-Built Drawings – Record drawings from construction

Marion County has already initiated the master planning process for this project, which means design and permitting can begin soon after funds are awarded.

13. Provide any additional information related to the project.

EXHIBIT A.1

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;

EXHIBIT A.1

- 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: 

Print Name: Brian Nicholas

Title: Public Works Director

Contact Person (Type or Print): Shane Ottosen ~~Chris Einmo~~

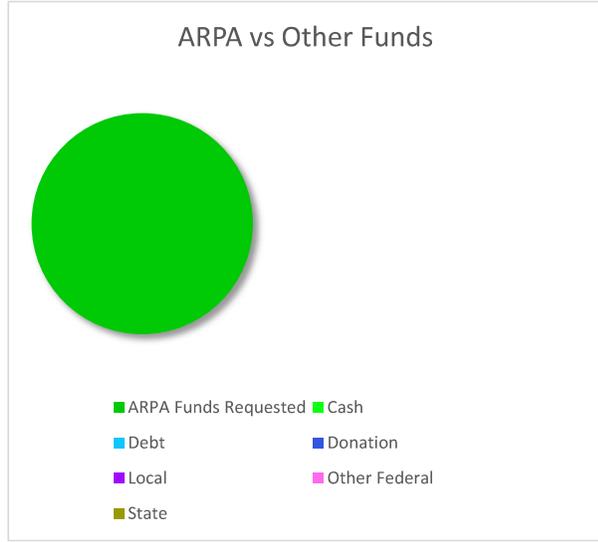
Telephone Number: (503) 365-3104 566 4119

Email: sottosen@co.marion.or.us einmo@co.marion.or.us

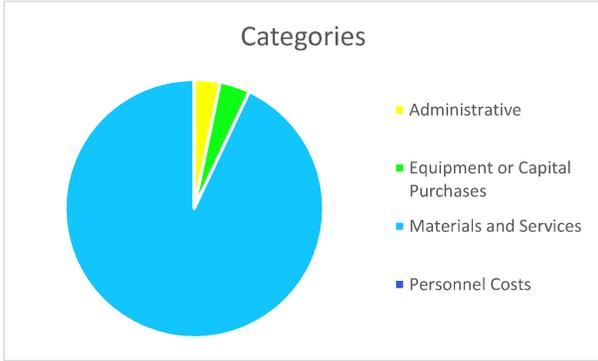
The Applicant will notify the County representative on the cover page of this Application within 30 days of any change in the information provided on this form.

Brooks Water Improvements (Block 1) Costs

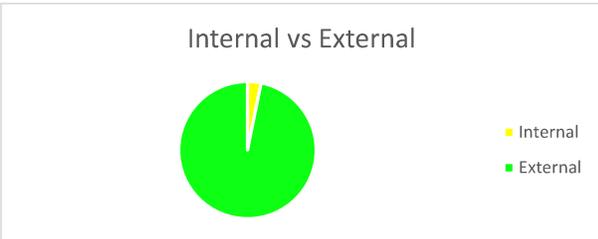
Total Project Budget	\$ 14,566,539.07
ARPA Funds Requested	\$ 14,566,539.07
Other Funds	\$ -
Cash	\$ -
Debt	\$ -
Donation	\$ -
Local	\$ -
Other Federal	\$ -
State	\$ -



Total Project Budget	\$ 14,566,539.07
Categories	
Administrative	\$ 469,000.00
Equipment or Capital Purchases	\$ 550,000.00
Materials and Services	\$ 13,547,539.07
Personnel Costs	\$ -



Total Project Budget	\$ 14,566,539.07
Internal	\$ 469,000.00
External	\$ 14,097,539.07





MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 03/04/2026

Department: Finance

Title: Investment Policy Adoption

Management Update/Work Session Date: 02/03/2026 Audio/Visual aids

Time Required: _____ Contact: Jeff White Phone: 503-373-4433

Requested Action: The policy is being presented for re-adoption for to the Board of Commissioners with no changes from last year's adopted policy.

Issue, Description & Background: ORS 294.135(A) requires local governments investing in securities with maturities longer than 18 months to annually adopt their investment policy.
In 2022 the policy was adopted by the Board of Commissioners and submitted to and was thoroughly reviewed by the Oregon Short Term Board (OSTFB) and Government Portfolio Advisors (GPA). Since then, the policy has been readopted annually by the Board of Commissioners and was last adopted in February 2025. GPA reviewed the investment policy again this year and recommended re-adoption with no changes.

Financial Impacts: _____

Impacts to Department & External Agencies: _____

List of attachments: Policy # 496 and Procedures 496-A

Presenter: Jeff White

Department Head Signature: JDWhite Digitally signed by JDWhite Date: 2026.02.25 09:24:02 -08'00'

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the Matter of Readopting Administrative)
Policy 496, Investment of Public Funds)

ORDER No. _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting Wednesday, March 4, 2026, to consider the readoption of an administrative policy.

WHEREAS, the board adopted Policy 496, Investment of Public Funds in February 2025; and

WHEREAS, Marion County’s investment policy allows for investments with a maturity longer than 18 months; and

WHEREAS, Oregon Revised Statue 294.135 requires that investment policies that allow for investments with a maturity longer than 18 months are readopted not less than annually; and

WHEREAS, no changes are proposed to policy 496; and

WHEREAS, the board finds it appropriate to readopt Policy 496, Investment of Public Funds; now therefore,

IT IS HEREBY ORDERED that Marion County Administrative Policy 496, Investment of Public Funds attached hereto, is adopted.

DATED at Salem, Oregon, this 4th day of March, 2026

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

Attachments: Policy #496 Investment of Public Funds



ADMINISTRATIVE POLICIES

SECTION:	Financial Management	POLICY #:	496
TITLE:	Investment of Public Funds	PROCEDURE #:	
		ORDER #:	
DEPT:	Treasurer's Office	PROGRAM:	NA
ADOPTED:	12/10	REVIEWED:	5/22
		REVISED:	3/26

OBJECTIVE: To provide mandatory rules and guidelines for the Treasurer to follow in managing, investing and making available the monies of Marion County.

REFERENCE: Policy # 496

POLICY STATEMENT: It is the policy of the Marion County Board of Commissioners to invest public funds in a manner that will provide the highest investment return with the maximum security, while meeting the daily cash flow demands of Marion County. This policy conforms to federal, state and local statutes, regulations and standards governing the investment of public funds.

APPLICABILITY: This investment policy applies to portfolio activities of Marion County with regards to investing the financial assets of all funds.

AUTHORITY: Funds of Marion County will be invested and accounted for in compliance with the provisions of ORS Chapters 244, 294 and 295; federal and state laws; IRS regulations; GAAP and GASB guidelines; and all other applicable statutes, policies and written procedures.

The Marion County Board of Commissioners may establish rules and regulations in reference to managing the interest and business of the county under ORS Chapters 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 as guides to decision making for both elected and appointed officials on the conduct of county business.

The Marion County Administrative Policies and Procedures manual of the board of commissioners outlines the forms and process through which the board takes official action on administrative policy and is the official record of County administrative policy.

SUBJECT: INVESTMENT OF PUBLIC FUNDS

REVIEW:

This policy, procedures and any amendments to this policy are to be reviewed annually by the Marion County Board of Commissioners.

Maximum investment maturity under this policy exceeds 18 months. As required, the previously adopted version of the investment policy was submitted to the Oregon Short Term Fund Board (OSTFB) for comment prior to its approval by the Marion County Board of Commissioners and complies with the requirements of ORS Chapter 294.135. This amended policy will be submitted to the OSTFB for review and any comments received by Marion County will be provided to the Board of Commissioners once received.

Adopted: 12/10

Revised: 11/11, 09/14

Readopted: 6/12, 09/14

Revised: 5/22

Readopted: 5/22, 10/23,

2/25, 3/26



ADMINISTRATIVE PROCEDURES

SECTION:	Financial Management	POLICY #:	496
TITLE:	Investment of Public Funds - Procedures	PROCEDURE #:	496 -A
		ORDER #:	12-63
DEPT:	Treasurer's Office	DIVISION:	NA
ADOPTED:	12/10	REVISED:	10/23
		READOPTED:	3/26

OBJECTIVES: To establish a procedure for creating new, amending or rescinding county policies and procedures.

REFERENCE: Policy #496

POLICY STATEMENT: It is the policy of the Marion County Board of Commissioners to invest public funds in a manner that will provide the highest investment return with the maximum security, while meeting the daily cash flow demands of Marion County. The policy and these related procedures conform to federal, state and local statutes, regulations and standards governing the investment of public funds.

APPLICABILITY: These investment procedures apply to portfolio activities of Marion County with regards to investing the financial assets of all funds, including but not limited to the following:

- General funds
- Special revenue funds
- Internal service funds
- Capital project funds
- Enterprise funds
- Debt service funds
- Unsegregated tax funds
- Trust and agency funds
- Development agency funds
- Taxing districts
- Special district funds

AUTHORITY: Funds of Marion County will be invested and accounted for in compliance with the provisions of ORS Chapters 244, 294 and 295; federal and state laws; IRS regulations; GAAP and GASB guidelines; and all other applicable statutes, policies and written procedures.

SUBJECT: INVESTMENT OF PUBLIC FUNDS

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

OBJECTIVES

The primary objectives of Marion County Treasurer's investment activities, in priority order, shall be:

- A. Safety and preservation of capital and protection of principal:** Safety of principal is the foremost objective of the investment program. Investments of Marion County shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
- B. Liquidity:** Marion County's investment portfolio will remain sufficiently liquid to meet all operating requirements that might be reasonably anticipated.
- C. Return on investment:** Marion County's investment portfolio shall be designed with the objective of attaining a rate of return throughout budgetary and economic cycles, commensurate with Marion County's risk constraints and cash flow requirements of the portfolio.

STANDARDS OF CARE

A. Prudence:

The standard of prudence to be used by the Treasurer and Finance staff shall be the prudent person standard, i.e., investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The Treasurer and Finance staff, acting in accordance with these written procedures and the related investment policy, and exercising due diligence, shall be relieved of personal responsibility for an individual security risk or market price fluctuations, provided deviations from expectations are reported in a timely manner, and that investment transactions are carried out in accordance with these procedures and the related investment policy.

B. Ethics and Conflicts of Interest:

County employees involved in the investment process shall refrain from personal activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to

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make impartial decisions. Such employees shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial or investment positions that could be related to the performance of the investment portfolio. Such employees shall at all times comply with the State of Oregon Government Ethics Commission guidelines set forth in ORS Chapter 244 and the Marion County Public Official Ethics policy.

C. Delegation of Authority:

The Treasurer is the designated investment officer of the County and is responsible for daily cash management and all investment decisions and activities. No person is authorized to engage in an investment transaction for the county, except as provided under the terms of the board adopted policy and these procedures established by the investment officer. The Treasurer may authorize Finance staff to act as his/her designee.

1. **Governing Body:** The ultimate fiduciary responsibility and authority for the investment of County funds resides with the Board of Commissioners. The County hereby designates the Treasurer as the Investment Officer for the County's funds. The Treasurer shall invest County funds in accordance with ORS Chapter 294, Public Financial Administration, and with the county Investment Policy and these procedures. Both the Investment Policy and related procedures shall constitute a "written order" from the Board of Commissioners per ORS 294.035.
2. **Investment Advisor:** Subject to required procurement procedures, the County may engage the support services of outside professionals in regard to its financial program, so long as it can be demonstrated or anticipated that these services produce a net financial advantage or necessary financial protection of the County's resources. External investment advisors shall be subject to Oregon Revised Statutes and the provisions of the county Investment Policy. The Advisor shall provide non-discretionary advisory services, which requires prior approval from the Treasurer.

In order to optimize total return through active portfolio management, resources shall be allocated to the cash management program.

TRANSACTION COUNTERPARTIES, INVESTMENT ADVISORS, DEPOSITORIES

A. Broker/Dealers:

The Investment Officer shall determine which broker/dealer firms and registered representatives are authorized for the purposes of investing

SUBJECT: INVESTMENT OF PUBLIC FUNDS

funds within the scope of this investment policy. A list will be maintained of approved broker/dealer firms and affiliated registered representatives.

The following minimum criteria must be met prior to authorizing investment transactions. The Investment Officer may impose more stringent criteria.

1. Broker/Dealer firms must meet the following criteria:
 - i. Be registered with the Securities and Exchange Commission (SEC);
 - ii. Be registered with the Financial Industry Regulatory Authority (FINRA);
 - iii. Provide most recent audited financials;
 - iv. Provide FINRA Focus Report filings.
2. Approved broker/dealer employees who execute transactions with the County must meet the following minimum criteria:
 - i. Be a registered representative with the Financial Industry Regulatory Authority (FINRA);
 - ii. Be licensed by the state of Oregon;
 - iii. Provide certification (in writing) of having read, understood, and agreed to comply with the most current version of this investment policy.
3. If an investment advisor is contracted to provide securities transactions on behalf of the County, the advisor's approved broker/dealer list will be provided to the County for approval. Buys and sells may be transacted with any dealers on the advisor's approved list. The Investment Officer may assign the responsibility of broker/dealer due diligence and licensing documentation to the Advisor; it must be available upon request.

The Advisor broker/dealer review should include:

- i. FINRA Certification check
- ii. Firm Profile
- iii. Firm History
- iv. Firm Operations
- v. Disclosures of Arbitration Awards, Disciplinary and Regulatory Events
- vi. State Registration Verification
- vii. Financial review of acceptable FINRA capital requirements or letter of credit for clearing settlements.

The advisors must provide the County with any changes to the list prior to transacting on behalf of the County.

SUBJECT: INVESTMENT OF PUBLIC FUNDS

B. Investment Advisors:

An Investment Advisor may be utilized to manage funds and will be selected through a competitive RFP process or cooperative purchasing agreement. The Advisor must meet the following criteria:

1. The investment advisor firm must be registered with the Securities and Exchange Commission (SEC) or licensed by the state of Oregon; (Note: Investment advisor firms with assets under management > \$100 million must be registered with the SEC, otherwise the firm must be licensed by the state of Oregon);
2. All investment advisor firm representatives conducting investment transactions on behalf of the County must be registered representatives with FINRA;
3. All investment advisor firm representatives conducting investment transactions on behalf of the County must be licensed by the state of Oregon;
4. Contract terms will include that the Investment advisor will comply with the County's Investment Policy.

A periodic (at least annual) review of all authorized investment advisors under contract will be conducted by the Investment Officer to determine their continued eligibility within the portfolio guidelines. The Investment Advisor must notify the County immediately if any of the following issues arise while serving under a County contract:

- Pending investigations by securities regulators.
- Significant changes in net capital.
- Pending customer arbitration cases.
- Regulatory enforcement actions.

C. Qualified Institutions – Financial Institutions – Banks:

All financial banks that provide bank deposits, certificates of deposits or any other deposit of the bank to the County must either be fully covered by the FDIC or the bank must be a participant of the Public Funds Collateralization Program (PFCP) program. ORS Chapter 295 governs the collateralization of Oregon public funds and provides the statutory requirements for the Public Funds Collateralization Program. Bank depositories are required to pledge collateral against any public funds deposits in excess of deposit insurance amounts. This provides additional protection for public funds in the event of a bank loss. ORS Chapter 295 sets the specific value of the collateral, as well as the types of collateral that are acceptable. ORS Chapter 295 creates a shared liability structure for participating bank depositories, better protecting

SUBJECT: INVESTMENT OF PUBLIC FUNDS

public funds though still not guaranteeing that all funds are 100% protected.

D. Competitive Transactions:

The Investment Officer will obtain telephone, faxed or emailed quotes before purchasing or selling an investment. The Investment Officer will select the quote which best satisfies the investment objectives of the investment portfolio within the parameters of this policy. The Investment Officer and/or the Investment Advisor will maintain a written record of each bidding process including the name and prices offered by each participating financial institution.

In the instance of a security for which there is no readily available competitive bid or offering on the same specific issue, the Investment Officer shall document quotations for comparable or alternative securities.

The County's investment advisor that is providing investment management services must provide documentation of competitive pricing execution on each transaction. The investment advisor will retain documentation and provide upon request.

SAFEKEEPING, CUSTODY AND CONTROLS

A. Safekeeping of Securities and Funds:

Securities will be held by an independent third-party safekeeping institution selected by the County in the County's segregated account. Upon request, the safekeeping institution shall make available a copy of its Statement on Standards for Attestation Engagements (SSAE) No. 16.

All trades of marketable securities will be executed on a delivery versus payment (DVP) basis to ensure that securities are deposited in the County's safekeeping institution prior to the release of funds. The County will have online access through the safekeeping bank for verification of the account holdings and transactions.

B. Bank Deposits and Certificates of Deposit:

The County may hold bank deposits or certificates of deposits at banks qualified under ORS 295.

C. Accounting Method:

The County will comply with required legal provisions and Generally Accepted Accounting Principles (GAAP). The accounting principles are those contained in the pronouncements of authoritative bodies including, but not necessarily limited to, the American Institute of

SUBJECT: INVESTMENT OF PUBLIC FUNDS

Certified Public Accountants (AICPA); the Financial Accounting Standards Board (FASB); and the Government Accounting Standards Board (GASB). As required by accounting standards, the portfolio will be marked to market monthly, with any resulting gain or loss noted in the county's financial statements at year-end.

D. Internal Controls:

The Treasurer, through the Finance Department staff, is responsible for establishing and maintaining an adequate internal control structure designed to reasonably protect the assets of Marion County from loss, theft or misuse.

Accordingly, Finance Department staff shall establish a process for an annual review by an external auditor to assure compliance with Oregon state law and Marion County policies and procedures. This audit will generally coincide with the annual external financial audit.

AUTHORIZED AND SUITABLE INVESTMENTS

A. Authorized Investments:

All investments of the County shall be made in accordance with Oregon Revised Statutes: ORS 294.035 (investment of surplus funds of political subdivisions; approved investments), ORS 294.040 (Restriction on investments under ORS 294.035), ORS 294.135 (Investment maturity dates), ORS 294.145 (Prohibited conduct for custodial officer including not committing to invest funds or sell securities more than 14 business days prior to the anticipated date of settlement), and ORS 294.805 to 294.895 (Local Government Investment Pool). Any revisions or extensions of these sections of the ORS shall be assumed to be part of this Investment Policy immediately upon being enacted. Minimum credit ratings and percentage limitations apply to the time of purchase.

B. Suitable Investments:

US Treasury Obligations: Direct obligations of the United States Treasury whose payment is guaranteed by the United States. [ORS Section 294.035(3)(a)]

US Agency Obligations: Federal agency and instrumentalities of the United States or enterprises sponsored by the United States Government (GSE) and whose payment is guaranteed by the United States, the agencies and instrumentalities of the United States or enterprises sponsored by the United States Government. [ORS Section 294.035(3)(a)]

SUBJECT: INVESTMENT OF PUBLIC FUNDS

Municipal Debt: Lawfully issued debt obligations of the States of Oregon, California, Idaho and Washington and political subdivisions of those states if the obligations have a long-term rating on the settlement date of AA- or better by S&P or Aa3 or better by Moody's or equivalent rating by any nationally recognized statistical rating organization, or are rated on the settlement date in the highest category for short-term municipal debt by a nationally recognized statistical rating organization. [ORS Section 294.035(3)(c)]

Corporate Indebtedness: Corporate indebtedness subject to a valid registration statement on file with the Securities and Exchange Commission or issued under the authority of section 3(a)(2) of the Securities Act of 1933. Corporate indebtedness must be rated on the settlement date AA- or better by S&P or Aa3 or better by Moody's or equivalent rating by any nationally recognized statistical rating organization. [ORS Section 294.035(3)(i)]

Commercial Paper: Corporate indebtedness subject to a valid registration statement on file with the Securities and Exchange Commission or issued under the authority of section 3(a)(2) or 3(a)3 of the Securities Act of 1933, as amended. Commercial Paper must be rated A1 by Standard and Poor's or P1 by Moody's or equivalent rating by any nationally recognized statistical rating organization. Issuer constraints for commercial paper combined with corporate notes will be limited by statute to 5% of market value per issuer. [ORS Section 294.035(3)(i)]

Certificates of Deposit: Certificates of deposit in insured institutions as defined in ORS 706.008, in credit unions as defined in ORS Section 723.006 or in federal credit unions, if the institution or credit union maintains a head office or a branch in this state [ORS Section 294.035(3)(d)].

Bank Time Deposit/Savings Accounts: Time deposit open accounts or savings accounts in insured institutions as defined in ORS Section 706.008, in credit unions as defined in ORS Section 723.006 or in federal credit unions, if the institution or credit union maintains a head office or a branch in this state [ORS Section 294.035(3)(d)(e)].

Bankers' Acceptances: A short-term credit investment created by a non-financial firm and guaranteed by a qualified financial institution whose short-term letter of credit rating is rated in the highest category without any refinement or gradation by one or more nationally recognized statistical rating organization. For the purposes of this paragraph, "qualified financial institution" means: (i) A financial institution that is located and licensed to do banking business in the

SUBJECT: INVESTMENT OF PUBLIC FUNDS

State of Oregon; or (ii) A financial institution that is wholly owned by a financial holding company or a bank holding company that owns a financial institution that is located and licensed to do banking business in the State of Oregon. [ORS 294.035(3)(h)]

Repurchase Agreements: Purchased under the terms if the County approved Master Repurchase Agreement. The repurchase agreement must be in writing and executed in advance of the initial purchase of the securities that are the subject of the repurchase agreement. Repurchase agreement collateral is limited in maturity to three years and priced according to percentages prescribed by written policy of the Oregon Investment Council or the Oregon Short-Term Fund Board. Acceptable collateral includes: (i) US Treasury Securities: 102% and (ii) US Agency Discount and Coupon Securities: 102%. The maximum term of any repurchase agreement to 90 days.

Local Government Investment Pool: State Treasurer's local short-term investment fund up to the statutory limit per ORS Section 294.810.

As of the date of this policy, all of the above securities, deposits and transactions are permitted under Oregon Revised Statutes. Any deviation from this list must be pre-approved in writing by the Chief Financial Officer.

The total amount of funds falling within the scope of this policy over the next three years is expected to range between \$200 million and \$350 million.

C. Collateralization:

All bank deposits, time deposits, Certificates of Deposit and savings accounts shall be held in qualified Oregon depositories in accordance with ORS Chapter 295.018. All depositories must be on the State of Oregon's qualified list. Additional collateral requirements may be required if the Investment Officer deems increased collateral is beneficial to the protection of the monies under the County's management.

INVESTMENT PARAMETERS

A. Diversification

To eliminate risk of loss resulting from the over-concentration of assets in a specific maturity, issuer, or class of securities, assets shall be diversified by maturity, issuer, and class of security. Diversification strategies shall be determined and revised periodically by the investment officer for all funds. The portfolio shall further be diversified by

SUBJECT: INVESTMENT OF PUBLIC FUNDS

limiting investments to avoid overconcentration from a specific issuer or business sector (excluding U.S. Treasury securities), investing in securities with varying maturities, and continuously investing a portion of the portfolio in readily available funds such as the local government investment pool (LGIP) or accounts in insured institutions as defined in ORS Chapter 723.006 to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

Credit risk: is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt.

Liquidity risk: is the risk that an investment may not be easily marketable or redeemable.

Interest rate risk: longer term investments have the potential to achieve higher returns but are also likely to exhibit higher market value price volatility due to the changes in the general level of interest rates.

B. Investment Parameters

The County will utilize S&P, Moody's, and Fitch as recognized rating agencies and issuers must be rated by at least one with the following minimum of AA- / Aa3 / AA- or above at the issuer level. The minimum average credit rating for the total portfolio will be in the AA category.

SUBJECT: INVESTMENT OF PUBLIC FUNDS

Diversification Constraints on Total Holdings

Issue Type	Maximum % Holdings	Maximum % per Issuer	Ratings, S&P, Moody's, or Equivalent NRSRO	Maximum Maturity
US Treasury Obligations	100%	None	N/A	5.25 years
US Agency Obligations	100%	35%	N/A	5.25 years
Municipal Bonds (OR, CA, ID,WA)	25%	5%	AA- / Aa3 Short term*	5.25 years
Corporate Notes			AA- / Aa3	5.25 years
Commercial Paper	35%**	5%***	A1 / P1	270 days
Bank Time Deposits/Savings	20%	20%	Oregon Public Depository	N/A
Certificates of Deposit	20%	10%	Oregon Public Depository	5.25 years
Banker's Acceptance	25%	10%	A1 / P1	180 days
Repurchase Agreements	10%	5%	A1 / P1	90 days
Oregon Short Term Fund	Maximum allowed per ORS 294.810	None	N/A	N/A

**Short Term Ratings: Moody's – P1/MIG1/VMIG1. S&P – A-1/SP-1, FitchF1

**35% maximum combined corporate and commercial paper per ORS.

***Issuer constraints apply to the combined issues in corporate and commercial paper holdings.

C. Investment Maturity:

- The maximum stated final maturity of individual securities in the portfolio shall be five and a quarter (5.25) years, except as otherwise stated in this policy.
- Liquidity funds will be held in the State Pool or accounts in insured institutions as defined in ORS Chapter 723.006.
- Longer term/Core funds will be defined as the funds in excess of liquidity requirements. The investments in this portion of the portfolio will have maturities between 1 day and 5.25 years.
- The weighted average maturity of the portfolio should not exceed 3 years.

SUBJECT: INVESTMENT OF PUBLIC FUNDS

Total Portfolio Maturity Constraints:

Maturity Constraints	Minimum % of Total Portfolio
Under 30 days	10%
Under 1 year	25%
Under 5.25 years	100%
Maturity Constraints	Maximum of Total Portfolio in Years
Weighted Average Maturity	3.00
Security Structure Constraint	Maximum % of Total Portfolio
Callable Agency Securities	25%

C. Prohibited Investments:

- The County shall not invest in “144A” private placement securities, this includes commercial paper privately placed under section 4(a)(2) of the Securities Act of 1933
- The County shall not lend securities nor directly participate in a securities lending or reverse repurchase program.
- The County shall not purchase mortgage-backed securities.
- The County will not purchase, per ORS 294.040, any bonds of issuers listed in ORS 294.035(3)(a) to (c) that have a prior default history.
- No commitments to buy or sell securities may be made more than 14 days prior to the anticipated settlement date or receive a fee other than interest for future deliveries.

D. Sale of Securities:

The investment officer may elect to liquidate a security at any time. In cases where the ratings of a security currently held are downgraded, the investment officer may hold the security to maturity or sell the security to maintain the overall credit quality of the portfolio but in all cases will inform the board of commissioners of the downgraded investment within thirty days.

INVESTMENT PROCEEDS FROM DEBT ISSUANCE

Investments of bond proceeds are restricted under bond covenants that may be more restrictive than the investment parameters included in this policy. The investments will be made in a manner to match cash flow expectations based on managed disbursement schedules.

SUBJECT: INVESTMENT OF PUBLIC FUNDS

Liquidity for bond proceeds will be managed through the OSTF Pool or Bank deposit balances.

Funds from bond proceeds and amounts held in a bond payment reserve or proceeds fund may be invested pursuant to ORS 294.052. Investments of bond proceeds are typically not invested for resale and maturity matched with expected outflows.

Information will be maintained for arbitrage rebate calculations.

INVESTMENT OF RESERVE OR CAPITAL IMPROVEMENTS

Pursuant to ORS 294.135(1)(b), reserve or capital improvement project monies may be invested in securities exceeding 5.25 years when the funds in question are being accumulated for an anticipated use that will occur more than 18 months after the funds are invested, then, upon the approval of the governing body of the county, municipality, school district or other political subdivision, the maturity of the investment or investments made with the funds may occur when the funds are expected to be used.

POLICY COMPLIANCE AND PERFORMANCE STANDARDS

A. Compliance Measurement and Procedures:

1. Compliance Report: A compliance report documenting the portfolio versus the investment policy shall be maintained quarterly.
2. Compliance Measurement: Guideline measurements will use market value of investments.
3. Compliance Procedures:
 - i. If the portfolio falls outside of compliance with adopted investment policy guidelines or is being managed inconsistently with this policy, the Investment Officer shall bring the portfolio back into compliance in a prudent manner and as soon as prudently feasible.
 - ii. Violations of portfolio guidelines as a result of transactions; actions to bring the portfolio back into compliance and; reasoning for actions taken to bring the portfolio back into compliance shall be documented and reported to the Board of Commissioners.
 - iii. Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a particular issuer or investment type may be exceeded at a point in time. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that appropriate diversification is maintained.

SUBJECT: INVESTMENT OF PUBLIC FUNDS

- iv. As determined on any date that the security is held within the portfolio. If the credit rating of a security is subsequently downgraded below the minimum rating level for a new investment of that security, the Treasurer shall evaluate the downgrade on a case-by-case basis in order to determine if the security should be held or sold. The Treasurer will apply the general objectives of Safety, Liquidity, Yield and Legality to make the decision. If the County has hired the services of an Investment Advisor, the Treasurer will act on the recommendation of the Advisor.

B. Performance Indicators:

1. The County yields will be compared to the Local Government Investment Pool rates.
2. The portfolio will be invested into a predetermined structure that will be measured against a selected benchmark portfolio. The structure will be based upon a chosen minimum and maximum effective duration and will have the objective to achieve market rates of returns over long investment horizons. The purpose of the benchmark is to appropriately manage the risk in the portfolio given interest rate cycles. The core portfolio is expected to provide similar returns to the benchmark over interest rate cycles but may underperform or outperform in certain periods. The portfolio will be positioned to first protect principal and then achieve market rates of return. The benchmark used will be the 0-3 year or 0-5 year standard market index and will be calculated monthly and reported to the Board of Commissioners in the monthly investment reports created by the Treasurer.
3. When comparing the performance of the County's portfolio, all fees and expenses involved with managing the portfolio shall be included in the computation of the portfolio's rate of return.
4. The mark to market pricing will be calculated monthly and provided in a monthly report.

REPORTING REQUIREMENTS

The Marion County Treasurer will provide a monthly report to the County Commissioners which provides details of the investment portfolio. This report will be sufficient to document conformance with the provisions of statutes and this investment policy and shall include a listing of individual securities held at the end of the reporting period as per ORS Chapter 208.090.

INVESTMENT POLICY ADOPTION

These procedures and any amendments to these procedures are to be reviewed annually.

SUBJECT: INVESTMENT OF PUBLIC FUNDS

Adopted: 12/10

Revised: 11/11, 09/14

Readopted: 6/12, 09/14

Revised: 10/23

Readopted: 10/23, 2/25, 3/26



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Wednesday, March 4, 2026 9:00am

Department: Health & Human Services

Title: HHS Fee Schedule Update

Management Update/Work Session Date: 1/20/26 Audio/Visual aids

Time Required: 5 Contact: Samantha Andress Phone: x4903

Requested Action: Approve the updated fee schedule for services provided by Marion County's Outpatient Behavioral Health Services, Addiction Treatment Services and Public Health Programs.

Issue, Description & Background: Health and Human Services presented the proposed updates to billing fees associated with Behavioral Health, Addiction Treatment, and Public Health services during a work session on December 3rd, 2025. The discussion included a comparison of current and proposed rates, along with an overview of the methodology used to determine the updates. Various fees for Behavioral Health, Addiction Treatment, and Public Health services were last updated in Fiscal Years 2019–20 and 2022–23. Periodic review and adjustment ensure that fees remain aligned with current service costs and funding requirements. Per ORS 431.415, the Health Department is required to receive Board of Commissioners (BOC) approval for the setting of all fees.

Financial Impacts: Outlined in Exhibit A

Impacts to Department & External Agencies:

List of attachments: Fee updates, Exhibit A, Board Order

Presenter: Rhett Martin

Department Head Signature: Katrina Griffith Digitally signed by Katrina Griffith Date: 2026.01.30 12:02:01 -08'00'

Fee Updates

Marion County Health & Human Services

January 2026



Introduction

Per ORS 431.415, the Board of Commissioners' approval is required to update fees associated with services provided by Marion County Health and Human Services (MCHHS). This update reflects a detailed cost assessment to ensure fees remain aligned with the true cost of service delivery and current healthcare reimbursement rates. Updated fee schedules are presented for Outpatient Mental Health, Addiction Treatment, and Public Health programs.

These proposed charges were established using a cost-based methodology designed to ensure charges accurately reflect the cost of delivering services, comply with billing requirements, and are applied consistently across programs.

Methodology Overview

Step 1: Identified Services and Billing Codes

- A Budget Analyst compiled a complete list of all active services and associated billing codes currently used in the Electronic Health Record (EHR) system.
- New billing codes requiring rate development and services no longer provided were identified for addition or removal, as appropriate.

Step 2: Analyzed Service Data from the EHR

- Historical EHR data were analyzed to determine:
 - The average length of service for each billing code;
 - The credentialed provider types delivering each service; and
 - Service frequency and volume, as needed for validation.

Step 3: Validated Billing Assumptions

- MCHHS worked with the Medical Billing team to confirm:
 - Allowable provider credentials for each billing code;
 - Minimum, maximum, or standard service time thresholds;
 - Billing units, rounding rules, and applicable adjustment factors (e.g., assessment, group, or out-of-clinic services).
- Service assumptions were adjusted as needed to ensure compliance with payer and regulatory requirements.

Step 4: Established Cost per Unit of Time

- A Budget Analyst then calculated a fully loaded cost per unit of time (e.g., hourly rate) for each provider classification using current budget data.
- Costs included, as applicable:
 - Salary or contract costs;
 - Fringe benefits;
 - Allocated support staff and management costs;
 - Allocated materials and services; and
 - Internal and county administrative charges.
- Certain medications and large supply costs directly tied to specific services were excluded from general allocations and added separately where appropriate.

Step 5: Calculated Proposed Billing Charges

- Provider costs were combined with any applicable medication or large material costs to calculate proposed billing charges for each billing code.
- Charges were rounded in accordance with established financial and billing standards.

OMAP PROCEDURE CODE	MODIFIER	OUTPATIENT MENTAL HEALTH SERVICE	DR CLOUD CURRENT MCHHS CHARGE	FY 25-26 PROPOSED MCHHS CHARGE	AMOUNT OF INCREASE	CURRENT DMAP RATE	CURRENT PACIFICSOURCE REIMBURSEMENT
90791		Psychiatric Diagnosis Evaluation	\$473.00	\$677.00	\$204.00	\$169.78	\$278.44
90791	HK	Psychiatric Diagnosis Evaluation	\$473.00	\$677.00	\$204.00	\$212.23	\$348.05
90792		Assessment with medical services	\$881.00	\$968.00	\$87.00	\$203.73	\$334.12
90792	HK	Assessment with medical services	\$881.00	\$968.00	\$87.00	\$254.66	\$417.65
90832		Psychotherapy, 30 Minutes with Patient	\$166.00	\$170.00	\$4.00	\$101.87	\$134.47
90832	HK	Psychotherapy, 30 Minutes with Patient	\$166.00	\$170.00	\$4.00	\$127.34	\$168.08
90834		Psychotherapy, 45 Minutes with Patient	\$249.00	\$254.00	\$5.00	\$152.72	\$201.59
90834	HK	Psychotherapy, 45 Minutes with Patient	\$249.00	\$254.00	\$5.00	\$190.90	\$251.98
90837		Psychotherapy, 60 Minutes with Patient	\$332.00	\$339.00	\$7.00	\$184.66	\$243.75
90837	HK	Psychotherapy, 60 Minutes with Patient	\$332.00	\$339.00	\$7.00	\$230.84	\$304.71
90846		Family psychotherapy w/o patient, 50 min	\$237.00	\$294.00	\$57.00	\$175.21	\$231.28
90846	HK	Family psychotherapy w/o patient, 50 min	\$237.00	\$294.00	\$57.00	\$219.01	\$289.10
90847		Family psychotherapy with patient, 50 min	\$237.00	\$340.00	\$103.00	\$205.47	\$271.22
90847	HK	Family psychotherapy with patient, 50 min	\$237.00	\$340.00	\$103.00	\$256.84	\$339.02
90849		Multiple family group psychotherapy	\$81.00	\$182.00	\$101.00	\$62.35	\$82.30
90849	HK	Multiple family group psychotherapy	\$81.00	\$182.00	\$101.00	\$72.74	\$96.02
90853		Group Therapy	\$81.00	\$121.00	\$40.00	\$58.60	\$77.35
90853	HK	Group Therapy	\$81.00	\$121.00	\$40.00	\$73.25	\$96.69
90882		Environmental intervention	\$441.00	\$376.00	-\$65.00	\$80.14	\$105.78
90882	HK	Environmental intervention	\$441.00	\$376.00	-\$65.00	\$100.24	\$132.31
90887		Consultation with family	\$441.00	\$339.00	-\$102.00	\$99.92	\$131.89
90887	HK	Consultation with family	\$441.00	\$339.00	-\$102.00	\$121.02	\$159.75
99202		E/M Office O/P New Straightforward	\$118.00	\$129.00	\$11.00	\$36.76	\$60.29
99203		E/M Office O/P New Patient Low	\$150.00	\$258.00	\$108.00	\$63.99	\$104.94
99204		E/M Office O/P New Patient Moderate	\$150.00	\$387.00	\$237.00	\$104.41	\$171.23
99205		E/M Office O/P New Patient High	\$238.00	\$516.00	\$278.00	\$141.98	\$232.85
99211		E/M Office O/P Registered Nurse	\$76.00	\$45.00	-\$31.00	\$6.85	\$11.23
99212		E/M Office O/P Established straightforward	\$90.00	\$129.00	\$39.00	\$27.59	\$45.25
99213		E/M Office O/P Established Low	\$90.00	\$214.00	\$124.00	\$51.72	\$84.82
99214		E/M Office O/P Established Moderate	\$147.00	\$300.00	\$153.00	\$76.10	\$124.80
99215		E/M Office O/P Established High	\$202.00	\$403.00	\$201.00	\$112.71	\$184.84
H0004		Individual Therapy, per 15 minutes	\$60.00	\$85.00	\$25.00	\$39.67	\$52.37
H0004	HK	Individual Therapy, per 15 minutes	\$60.00	\$85.00	\$25.00	\$49.60	\$65.47
H0031		Mental Health Assessment, non-physician	\$473.00	\$677.00	\$204.00	\$127.34	\$208.83
H0031	HK	Mental Health Assessment, non-physician	\$473.00	\$677.00	\$204.00	\$159.17	\$261.05
H0032		MH Service Plan Development, non-phys.	\$355.00	\$339.00	-\$16.00	\$157.13	\$207.41
H0032	HK	MH Service Plan Development, non-phys.	\$355.00	\$339.00	-\$16.00	\$196.41	\$259.26
H0034		Medication Training & Support, per 15 min	\$55.00	\$80.00	\$25.00	\$24.41	Capitated
H0034	HK	Medication Training & Support, per 15 min	\$55.00	\$80.00	\$25.00	\$30.50	Capitated
H0038		Self-help/peer services, per 15 minutes	\$51.00	\$74.00	\$23.00	\$26.49	\$26.49
H0038	HK	Self-help/peer services, per 15 minutes	\$51.00	\$74.00	\$23.00	\$33.12	\$33.12
H0039		ACT, face to face, per 15 minutes	\$67.00	\$86.00	\$19.00	\$37.88	Capitated
H0039	HK	ACT, face to face, per 15 minutes	\$67.00	\$86.00	\$19.00	\$47.35	Capitated
H2000		Comprehensive multidisciplinary eval CANS	\$394.00	\$377.00	-\$17.00	\$137.33	\$225.21
H2000	TG	Comp multidisciplinary eval CANS+Assmt	\$490.00	\$677.00	\$187.00	\$155.67	\$255.30
H2010		Comprehensive medication svcs, 15 min	\$60.00	\$96.00	\$36.00	\$34.48	Capitated
H2010	HK	Comprehensive medication svcs, 15 min	\$60.00	\$96.00	\$36.00	\$43.11	Capitated
H2014		Skills training & development, per 15 min	\$55.00	\$80.00	\$25.00	\$26.63	\$26.63
H2014	HK	Skills training & development, per 15 min	\$55.00	\$80.00	\$25.00	\$33.28	\$33.28
H2021		Community-based wraparound, 15 min	\$55.00	\$80.00	\$25.00	\$29.21	Capitated
H2023		Supported employment, per 15 minutes	\$55.00	\$80.00	\$25.00	\$24.41	Capitated
H2023	HK	Supported employment, per 15 minutes	\$55.00	\$80.00	\$25.00	\$30.51	Capitated
H2032		Activity therapy, per 15 minutes	\$55.00	\$80.00	\$25.00	\$10.52	Capitated
H2032	HK	Activity therapy, per 15 minutes	\$55.00	\$80.00	\$25.00	\$13.14	Capitated
T1013		Sign language/oral interpreter, 15 min	\$63.00	\$80.00	\$17.00	\$67.35	\$67.35
T1016		Case management, per 15 min (QMHP)	\$60.00	\$85.00	\$25.00	\$31.36	\$31.36
T1016	HN	Case management, per 15 min (QMHA)	\$60.00	\$80.00	\$20.00	\$31.36	\$31.36
T1016	HK	Case management, per 15 min	\$60.00	\$81.00	\$21.00	\$39.20	\$39.20
T1023		Screening / Level of Determination	\$749.00	\$411.00	-\$338.00	\$106.11	\$140.06
T2010		PASSR Level I Identification Screening	\$352.00	\$508.00	\$156.00	\$183.93	\$242.79
T2011		PASSR Level II Evaluation	\$664.00	\$875.00	\$211.00	\$643.76	\$849.76
90785		Interactive Complexity (add-on)	\$28.00	\$39.00	\$11.00	\$14.46	\$19.08
90785	HK	Interactive Complexity (add-on)	\$28.00	\$39.00	\$11.00	\$18.06	\$23.84
90839		Psychotherapy for Crisis, first 60 min	\$237.00	\$339.00	\$102.00	\$172.36	\$227.51
90840		Psychotherapy for Crisis, 30 min (add-on)	\$119.00	\$170.00	\$51.00	\$78.36	\$103.43
H2011		Crisis intervention service, per 15 minutes	\$42.00	\$84.00	\$42.00	\$41.70	Capitated
H2011	HE	Mobile crisis intervention service, 15 min	\$42.00	\$215.00	\$173.00	\$112.87	Capitated

OMAP PROCEDURE CODE	MODIFIER	A & D SERVICE	CURRENT MCHHS CHARGE	FY 25-26 PROPOSED MCHHS CHARGE	AMOUNT OF INCREASE	CURRENT DMAP RATE	CURRENT PACIFICSOURCE REIMBURSEMENT
80305		Urinalysis - Direct Observation	\$39.00	\$78.00	\$39.00	\$0.00	N/A
90887	HG	Consultation with family Methadone	\$441.00	\$156.00	-\$285.00	\$96.37	\$127.21
CD		Courtesy Dosing - administrative fee	\$15.00	\$15.00	\$0.00	N/A	N/A
CD		Courtesy Dosing - methadone	\$16.00	\$16.00	\$0.00	N/A	N/A
CD		Courtesy Dosing - suboxone	\$21.00	\$21.00	\$0.00	N/A	N/A
CD		Courtesy Dosing - UA	\$39.00	\$39.00	\$0.00	N/A	N/A
H0001	HF, HG	Alcohol and/or Drug Assessment	\$375.00	\$828.00	\$453.00	\$229.13	\$375.78
H0002	HF, HG	A&D Screening	\$79.00	\$233.00	\$154.00	\$46.44	\$61.30
H0004	HF, HG	Counseling and therapy, per 15 minutes	\$60.00	\$78.00	\$18.00	\$39.67	\$52.37
H0005	HF, HG	A&D Group Counseling by a Clinician	\$81.00	\$107.00	\$26.00	\$58.55	\$77.28
H0006	HF, HG	A&D Case Management	\$54.00	\$78.00	\$24.00	\$24.12	\$31.84
H0016	HF, HG	A&D Pretreatment Physical	\$221.00	\$427.00	\$206.00	\$102.45	\$102.45
H0020	HF, HG	Methadone Administration and/or Service	\$16.00	\$23.00	\$7.00	\$12.50	\$16.50
H0023	HF, HG	A&D Outreach Service	\$78.00	\$238.00	\$160.00	\$62.97	\$62.97
H0032	HF, HG	MH Service Plan Development, non-phys.	\$355.00	\$233.00	-\$122.00	\$157.13	\$207.41
H0033	HF, HG	Oral medication admin, direct observation	\$82.00	\$30.00	-\$52.00	\$14.16	\$18.69
H0038	HF, HG	Self-help/peer services, per 15 minutes	\$51.00	\$72.00	\$21.00	\$26.49	\$26.49
H0048	HF, HG	A&D Collection for Testing U/A	\$39.00	\$78.00	\$39.00	\$18.90	\$18.90
T1006	HF, HG	A&D Family/Couple Counseling	\$185.00	\$311.00	\$126.00	\$123.57	\$163.12
T1016	HF, HG	Case management, each 15 minutes	\$60.00	\$78.00	\$18.00	\$31.36	\$31.36
T1502	HF, HG	Administration of medication	\$9.00	\$18.00	\$9.00	\$7.76	\$7.76
90832	HF, HG	Individual Therapy, 30 minutes	\$166.00	\$156.00	-\$10.00	\$101.87	\$134.47
90834	HF, HG	Individual Therapy, 45 minutes	\$249.00	\$233.00	-\$16.00	\$152.72	\$152.72
90837	HF, HG	Individual Therapy, 60 minutes	\$332.00	\$311.00	-\$21.00	\$184.66	\$243.75
90849	HF, HG	Multiple-family group psychotherapy	\$81.00	\$83.00	\$2.00	\$62.67	\$82.73
J0571		Buprenorphine, oral, 1mg	\$3.00	\$3.00	\$0.00	\$1.24	\$1.24
J0572		Buprenorphine/naloxone, oral, ≤ 3 mg	\$3.00	\$5.00	\$2.00	\$4.66	\$4.66
J0573		Buprenorphine/naloxone, oral, > 3, ≤ 6 mg	\$9.00	\$9.00	\$0.00	\$8.30	\$8.30
J0574		Buprenorphine/naloxone, oral, > 6, ≤ 10 mg	\$5.00	\$13.00	\$8.00	\$6.77	\$6.77
J0575		Buprenorphine/naloxone, oral, > 10 mg	\$9.00	\$21.00	\$12.00	\$16.61	\$16.61
S0109		Methadone, 5 mg	N/A	\$1.00	\$1.00	\$0.18	\$0.18
		MEDICARE CODES A & D					MEDICARE REIMBURSEMENT
G2067		MAT Methadone weekly bundle	\$215.67	\$406.00	\$190.33		\$268.89
G2068		MAT Buprenorphine weekly bundle	\$257.08	\$479.00	\$221.92		\$295.87
G2074		MAT Weekly bundle without medication	\$214.54	\$215.00	\$0.46		\$214.54
G2076		Intake activities	\$185.79	\$795.00	\$609.21		\$228.42
G2077		Periodic assessment	\$114.17	\$369.00	\$254.83		\$147.93
G2078		Take home supply of methadone	\$37.38	\$214.00	\$176.62		\$42.13
G2079		Take home supply of buprenorphine (oral)	\$78.79	\$286.00	\$207.21		\$69.11
G2080		Counseling, each additional 30 min	\$32.03	\$156.00	\$123.97		\$36.00

OMAP PROCEDURE CODE	MODIFIER	PER DIEM SERVICE	DR CLOUD CURRENT MCHHS CHARGE	FY 25-26 PROPOSED MCHHS CHARGE	AMOUNT OF INCREASE	CURRENT DMAP RATE	CURRENT PACIFICSOURCE REIMBURSEMENT
H2018		Psychosocial rehabilitation svcs, per diem	\$259.82	\$259.82	\$0.00	\$207.87	Capitated
H2018	HK	Psychosocial rehabilitation svcs, per diem	\$259.82	\$259.82	\$0.00	\$259.82	Capitated
S9125		Respite care, in the home, per diem	\$286.00	\$286.00	\$0.00	\$0.00	Capitated
T1020	Tier 1	Personal care svc, per diem (Horizon House)	\$186.22	\$186.22	\$0.00	\$186.22	N/A
T1020	Tier 2	Personal care svc, per diem (Horizon House)	\$186.22	\$310.36	\$124.14	\$310.36	N/A
T1020	Tier 3	Personal care svc, per diem (Horizon House)	\$186.22	\$413.96	\$227.74	\$413.96	N/A
T1020	Tier 4	Personal care svc, per diem (Horizon House)	\$186.22	\$517.55	\$331.33	\$517.55	N/A
T1020	Tier 5	Personal care svc, per diem (Horizon House)	\$186.22	\$676.64	\$490.42	\$676.64	N/A
H2036	HF, HG	A&D treatment program, per diem	\$247.87	\$336.18	\$88.31	\$247.87	\$247.87

OMAP PROCEDURE CODE	MODIFIER	PH SERVICE	CURRENT MCHHS CHARGE	FY 25-26 PROPOSED MCHHS CHARGE	AMOUNT OF INCREASE	CURRENT DMAP RATE	CURRENT PACIFICSOURCE REIMBURSEMENT
86580		TB test (PPD)	\$28.00	\$34.00	\$6.00	\$8.01	\$8.01
36415		Collection of blood by venipuncture	\$28.00	\$34.00	\$6.00	\$7.27	\$7.27
96372		Medication Injection	\$83.00	\$126.00	\$43.00	\$11.45	\$11.45
99341		New, focused strtrfwd - low compl	\$85.00	\$143.00	\$58.00	\$38.91	\$38.91
99342		New, exp moderate compl	\$142.00	\$238.00	\$96.00	\$61.85	\$61.85
99347		HV - est focused - strtrfwd	\$100.00	\$143.00	\$43.00	\$35.71	\$35.71
99348		HV - est focused - mod plex	\$166.00	\$238.00	\$72.00	\$60.47	\$60.47
99349		HV - est - detailed - hi plex	\$266.00	\$380.00	\$114.00	\$99.83	\$99.83
99344		NW - HV: C, C, MOD	\$339.00	\$570.00	\$231.00	\$111.54	\$111.54
99345		NW - HV: C, C, HIGH	N/A	\$713.00	\$713.00	\$157.80	\$157.80
99350		EST - HV: C, C, HIGH	\$398.00	\$665.00	\$267.00	\$144.87	\$144.87
H0033	95	Oral meds admin, video direct observation	\$82.00	\$85.00	\$3.00	\$20.00	\$20.00
H0033		Oral medication admin, direct observation	\$82.00	\$109.00	\$27.00	\$82.00	\$82.00
90471		Admin Fee (added to vaccine) First	\$28.00	\$35.00	\$7.00	\$16.58	\$35.00
90472		Admin Fee (added to vaccine) Each add.	\$28.00	\$35.00	\$7.00	\$11.73	\$35.00
90473		Admin Fee (oral/nasal vaccine) First	\$28.00	\$35.00	\$7.00	\$13.34	\$35.00
90474		Admin Fee (oral/nasal vaccine) Each add.	\$28.00	\$35.00	\$7.00	\$10.06	\$35.00
90480		Admin fee (added to vaccine) COVID 19	\$28.00	\$35.00	\$7.00	\$45.15	\$28.00
		Admin Fee (Free Vaccine)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
99202		E/M New-expnd-strtrfwr	\$118.00	\$129.00	\$11.00	\$36.76	\$36.76
99203		E/M New-detailed-low plex	\$150.00	\$258.00	\$108.00	\$63.99	\$63.99
99204		E/M New-comp-mod plex	\$150.00	\$387.00	\$237.00	\$104.41	\$104.41
99205		E/M New-comp-hi plex	\$238.00	\$516.00	\$278.00	\$141.98	\$141.98
99211		E/M Est-minimal	\$76.00	\$45.00	-\$31.00	\$6.85	\$6.85
99212		E/M Est-focused-strtrfwr	\$90.00	\$129.00	\$39.00	\$27.59	\$27.59
99213		E/M Est-focused-low plex	\$90.00	\$214.00	\$124.00	\$51.72	\$51.72
99214		E/M Est-detailed-mod plex	\$147.00	\$300.00	\$153.00	\$76.10	\$76.10
99215		E/M Est-comp-hi plex	\$202.00	\$403.00	\$201.00	\$112.71	\$112.71
T1017		Targeted case mgmt Babies First	\$678.00	\$956.00	\$278.00	\$460.36	N/A
T1017	HD	Targ case mgmt preg. mom, mom of BFF	\$678.00	\$956.00	\$278.00	\$460.36	N/A
T1017	HR	Targ case mgmt Mom of BFFT/CACN 2-5 y	\$678.00	\$956.00	\$278.00	\$460.36	N/A
T1017	HA	Targeted case mgmt CACN client 0-17 yrs	\$678.00	\$956.00	\$278.00	\$460.36	N/A
T1017	HB	Targeted case mgmt CACN client 18-20 yrs	\$678.00	\$956.00	\$278.00	\$460.36	N/A
T1017	TT	Targ case mgmt Babies First, multiples	\$678.00	\$1,025.00	\$347.00	\$460.36	N/A
T1017	HD TT	Targ case mgmt preg, mom of BFF, mult.	\$678.00	\$1,025.00	\$347.00	\$460.36	N/A
T1017	HR TT	T. case mgmt mom of BFFT/CACN 2-5 mult.	\$678.00	\$1,025.00	\$347.00	\$460.36	N/A
T1017	HA TT	Targ case mgmt CACN client 0-17, mult.	\$678.00	\$1,025.00	\$347.00	\$460.36	N/A
T1017	HB TT	Targ case mgmt CACN client 18-20, mult.	\$678.00	\$1,025.00	\$347.00	\$460.36	N/A
99401		Preventive Medicine counseling 15 min	\$80.00	\$90.00	\$10.00	\$18.42	\$18.42
99402		Preventive Medicine counseling 30 min	\$159.00	\$179.00	\$20.00	\$37.20	\$37.20
99403		Preventive Medicine counseling 45 min	\$238.00	\$268.00	\$30.00	\$55.62	\$55.62
99404		Preventive Medicine counseling 60 min	\$317.00	\$358.00	\$41.00	\$74.93	\$74.93
81025		Pregnancy test	\$28.00	\$35.00	\$7.00	\$6.89	\$6.89

The following section lists charges for vaccines.

All vaccines are billed at cost per State Guidelines.

Prices update every six months. The below prices are current as of November 12, 2025.

OMAP PROCEDURE CODE	MODIFIER	VACCINE	CURRENT MCHD CHARGE	FY 25-26 PROPOSED MCHHS CHARGE	AMOUNT OF INCREASE	CURRENT DMAP RATE	CURRENT PACIFICSOURCE REIMBURSEMENT
90714		Td Adult Special	\$38.84	\$38.84	\$0.00	\$36.37	\$38.84
90714		Td Adult	\$38.84	\$38.84	\$0.00	\$36.37	\$38.84
90707		MMR	\$21.96	\$21.96	\$0.00	\$21.96	\$21.96
90707	MMR II	MMR Non VFC	\$95.20	\$95.20	\$0.00	\$95.20	\$95.20
90713		IPV	\$21.96	\$21.96	\$0.00	\$21.96	\$21.96
90713		IPV Non VFC	\$42.48	\$42.48	\$0.00	\$42.48	\$42.48
90658	Fluzone	Flu	\$21.96	\$21.96	\$0.00	\$21.96	\$21.96
G0008		Admin of flu vaccine - G0008	\$28.00	\$28.00	\$0.00	N/A	\$28.00
90473		Flu Mist Administration	\$28.00	\$28.00	\$0.00	\$13.34	\$28.00
90732		Pneumovax 23	\$117.08	\$117.08	\$0.00	\$133.47	\$117.08
G0009		Admin of Pneumonia - G0009	\$28.00	\$28.00	\$0.00	N/A	\$28.00
90744	Recombivax HB Pedi	Hep B Recombivax B Peds	\$27.90	\$27.90	\$0.00	\$27.90	\$27.90
90744	Engerix-B	Hep B Engerix Pedi	\$19.64	\$19.64	\$0.00	\$31.67	\$19.64
90700		DTaP VFC	\$21.96	\$21.96	\$0.00	\$21.96	\$21.96
90700	Infanrix	DTaP-Infarix	\$25.13	\$25.13	\$0.00	\$28.73	\$25.13
90700	Daptacel	DtaP-Daptacel	\$28.73	\$28.73	\$0.00	\$28.73	\$28.73
90746		Hep B Special	\$21.96	\$21.96	\$0.00	\$21.96	\$21.96
90746	Engerix-B Adult	Hep B Energix Adult	\$51.64	\$51.64	\$0.00	\$70.38	\$51.64
90746	Recombivax HB	Hep B	\$56.90	\$56.90	\$0.00	\$70.38	\$56.90
90739		Heplisav-B (Adult 2 dose)	\$119.12	\$119.12	\$0.00	\$177.56	\$119.12
90716		Varicella	\$21.96	\$21.96	\$0.00	\$21.96	\$21.96
90716	Varivax	Varicella Non VFC Eligible	\$0.00	\$169.80	\$169.80	\$159.99	\$0.00
90716	Private Supply Varivax	Varicella Non VFC Eligible	\$197.80	\$197.80	\$0.00	\$159.99	\$197.80
90632		Hep A Adult Special	\$21.96	\$21.96	\$0.00	\$21.96	\$21.96
90632		Hep A Adult - Havrix	\$74.43	\$74.43	\$0.00	\$74.43	\$74.43
90633		Hep A vaccine- Vaqta Pedi	\$35.18	\$35.18	\$0.00	\$38.84	\$35.18
90633		Hep A vaccine- Havrix-Pedi	\$32.52	\$32.52	\$0.00	\$38.84	\$32.52
90647		Hib (Ped Vax)	\$30.57	\$30.57	\$0.00	\$30.57	\$30.57
90648	ActHIB	Hib (Act hib)	\$13.16	\$13.16	\$0.00	\$13.16	\$13.16
90648	Hiberix	Hib (Hiberix)	\$12.64	\$12.64	\$0.00	\$12.64	\$12.64
90677		Prevnar 20	\$263.65	\$263.65	\$0.00	\$312.90	\$263.65
90677		Prevnar 20	\$263.65	\$263.65	\$0.00	\$312.90	\$263.65
90723		DPT/HepB/IPV Combo	\$77.17	\$77.17	\$0.00	\$77.17	\$77.17
90636		Hep A/Hep B Combo	\$114.89	\$114.89	\$0.00	\$114.89	\$114.89
90636		Twinrix Adult	\$114.89	\$114.89	\$0.00	\$114.89	\$114.89
90657		Flu for child -3 yrs	\$21.96	\$21.96	\$0.00	\$21.96	\$21.96
90715		Tdap Adult Special	\$21.96	\$21.96	\$0.00	\$21.96	\$21.96
90715	Boostrix	Tdap Adult	\$42.64	\$42.64	\$0.00	\$47.36	\$42.64
90715	Adacel	Tdap Adult	\$47.36	\$47.36	\$0.00	\$47.36	\$47.36
90710		MMRV VFC	\$21.96	\$21.96	\$0.00	\$21.96	\$21.96
90681		Rotovirus VFC	\$21.96	\$21.96	\$0.00	\$21.96	\$21.96
90681		Rotovirus Non VFC	\$138.74	\$138.74	\$0.00	\$138.74	\$138.74
90651		HPV VFC	\$21.96	\$21.96	\$0.00	\$21.96	\$21.96
90651		HPV NON VFC	\$304.54	\$304.54	\$0.00	\$307.61	\$304.54
90619		Meningococcal ACWY- MenquadFi	\$154.00	\$154.00	\$0.00	\$154.00	\$154.00
90696		Kinrix (DtaP/IPV)	\$21.96	\$21.96	\$0.00	\$21.96	\$21.96
90696	Kinrix	Kinrix (DtaP/IPV) Non VFC	\$57.83	\$57.83	\$0.00	\$60.93	\$57.83
90698		Pentacel (DTaP/IPV/Hib)	\$21.96	\$21.96	\$0.00	\$21.96	\$21.96
90698		Pentacel (DTaP/IPV/Hib) Non VFC	\$114.78	\$114.78	\$0.00	\$114.78	\$114.78
90697		Dtap/IPV/Hib/HepB-Vaxelis	\$143.78	\$143.78	\$0.00	\$143.78	\$143.78
90656		Influenza vaccine trivalent intramuscular	\$18.80	\$18.80	\$0.00	\$22.35	\$18.80
90660		Influenza virus vaccine trivalent intranasal	\$21.96	\$21.96	\$0.00	\$21.96	\$21.96
90680		Rotavirus vaccine for oral use	\$21.96	\$21.96	\$0.00	\$21.96	\$21.96
90686		Influenza quadrivalent intramuscular	\$188.00	\$188.00	\$0.00	\$22.35	\$188.00
91321		COVID 19 mRNA 6 mo. to 11 years old	\$115.28	\$115.28	\$0.00	\$147.06	\$115.28
91322		COVID 19 mRNA 12+ years old	\$126.72	\$126.72	\$0.00	\$161.65	\$126.72
91304		COVID Novavax	\$0.00	\$0.00	\$0.00	\$161.54	\$0.00

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the matter of approving the updated fee schedule)
for services provided in Marion County’s)
Outpatient Behavioral Health Services, Addiction)
Treatment and Public Health programs)

ORDER NO. _____

This matter came before the Board of Commissioners at its regularly scheduled public meeting on March 4, 2026, to consider updates to Health Services Fee schedule, as previously presented in work session on December 2, 2025.

WHEREAS the Board finds it appropriate to approve the fee schedule as stated in Attachment A and incorporates the fee schedule by reference.

IT IS HEREBY ORDERED the fee schedule in Attachment A is approved.

DATED this 4th day of March, 2026.

MARION COUNY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: March 11, 2026

Department: Human Resources

Title: Elected Officials Compensation Board FY26-27 Recommendations

Management Update/Work Session Date: 2/25/2026 Audio/Visual aids []

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

Requested Action: Forward to the 2026-27 Marion County Budget Committee the 2026 Elected Officials Compensation Board recommendations.

Issue, Description & Background: The Board of Commissioners appoints three to five volunteers to serve on the Elected Officials Compensation Board, in accordance with ORS 204.112. This board is tasked with conducting an annual review of the compensation paid to elected officials and determining whether adjustments are appropriate. The 2026 board is composed of three members with expertise in personnel and compensation practices. The board convened in November 2025 to review compensation and related information.

Financial Impacts: Annual: \$24,945 (Base Salary and COLA rounded)

Impacts to Department & External Agencies: Assessor's Office \$3,188; County Clerk's Office \$2,848; Board of Commissioners' Office \$8,563 (3.00 x \$2,854); District Attorney's Office \$3,384; Justice of the Peace's Office \$2,781; and Sheriff's Office \$4,182. (Base Salary and COLA rounded)

List of attachments: 2026 Compensation Board memo to the Budget Committee

Presenter: Salvador Llerenas

Department Head Signature: Salvador Llerenas Digitally signed by Salvador Llerenas Date: 2026.02.27 10:22:25 -08'00'

County Commissioners
Colm Willis, Chair
Kevin Cameron, Vice Chair
Danielle Bethell



Chief Administrative Officer
Jan Fritz

Chief Human Resources Officer
Salvador Llerenas

MARION COUNTY HUMAN RESOURCES

To: Marion County Budget Committee

From: Marion County Elected Officials Compensation Board: Melessa Villoria, Chair and Board Members Jolene Kelley, and Lore Christopher

RE: Elected Officials Compensation Recommendations

Date: November 20, 2025

The Elected Officials Compensation Board (board) met in November of 2025 rather than the customary March schedule. Marion County's implementation of the Oracle Fusion ERP (Enterprise Resource Planning) project necessitated an accelerated budget schedule for 2026. The board's presentation to the Budget Committee is scheduled for Thursday, March 19, 2026.

The Elected Officials Compensation Board is responsible for the annual review of elected officials' compensation and for making recommendations to the Budget Committee on adjustments to compensation and related practices. The board conducts its review in accordance with Oregon Revised Statutes 204.112 and established Compensation Board practices.

As part of the 2026 review, the board evaluated market data to assess whether current salaries are aligned with comparable positions in similarly situated jurisdictions. The analysis indicates that elected officials' total compensation is consistent with Marion County's compensation policy, except for the District Attorney.

Based on current findings, the board recommends the following salary adjustment, effective July 1, 2026.

Base Salary:

- adjust the Marion County District Attorney upward 3.00%,
- uphold the remaining Marion County Elected Officials positions.

The Compensation Board further recommends a 2.00% cost-of-living adjustment for all elected officials, except the Treasurer. The amount is aligned with the Budget Officer's recommendations.

Thank you for the opportunity to serve our community.



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: March 4, 2026

Department: Public Works

Title: Receive notice of the Hearings Officer decision denying Administrative Review 25-026/Denise Burnham

Management Update/Work Session Date: N/A Audio/Visual aids []

Time Required: 0 min Contact: Austin Barnes Phone: 503-566-4174

Requested Action: Receive notice of the Hearings Officer decision denying Administrative Review 25-026/Denise Burnham.

Issue, Description & Background: The Marion County Hearings Officer held a duly noticed hearing on the application on December 18, 2025. The Hearings Officer issued a decision on February 17, 2026, denying Administrative Review 25-026. As part of the land use process, the Marion County Board of Commissioners must receive official notice of the decision.

Financial Impacts: None

Impacts to Department & External Agencies: None

List of attachments: HO Decision

Presenter: Austin Barnes

Department Head Signature: for Brandon Resch

BEFORE THE MARION COUNTY HEARINGS OFFICER

In the Matter of the Application of) Case No. 25-026
Denise Burnham)
ADMINISTRATIVE REVIEW

ORDER

I. Nature of the Application

This matter came before the Marion County Hearings Officer on the Application of Denise Burnham for an administrative review to determine whether operation of a site for placement of fill from hydraulic vacuum extraction is a farm use on a 129.45-acre property in an EFU (Exclusive Farm Use) zone located at 21875 Butteville Rd NE, Aurora (T4S; RIW; Section 8; Tax lot 200).

II. Relevant Criteria

The standards and criteria relevant to this Application are found in the Marion County Code (MCC), Title 17, especially MCC 17.136 (Exclusive Use Zone) and MCC 17.110.223 (Definition of Farm Use).

III. Hearing

A public hearing was held on this matter on December 18, 2025. At the hearing, the Planning Division file was made a part of the record. The following persons appeared and provided testimony:

- | | | |
|----|-----------------|---|
| 1. | Austin Barnes | Marion County Planning Division |
| 2. | Thomas Benke | Attorney for Applicant |
| 3. | Denise Burnham | Applicant |
| 4. | Cheyne Fobert | Witness in Favor of Application |
| 5. | Joseph Schaffer | Jordan Ramis / Witness in Opposition to Application |
| 6. | Jamie Howsley | Attorney for Opponents Judy and Scott Chambers |
| 7. | Ben Williams | Witness in Opposition to Application |
| 8. | Jim Johnson | Witness in Opposition to Application |

No objections were raised to notice, jurisdiction, conflict of interest, or to evidence or testimony presented at the hearing. No documents were entered into the record as exhibits.

An open record period was requested and permitted. The following documents were received during the first open record period:

- December 22, 2025: Submission from Jim Johnson, Working Lands Policy Director, 1000 Friends of Oregon

December 23, 2025: Statement by Deanna Nibler

December 23, 2025: Submission from Jamie Howsley, Attorney for Scott and Judy Chambers, including email from Kevin Fenn, Oregon Department of Agriculture and article from Salem Statesman Journal

The following document was received during the second open record period:

January 2, 2026: Submission from Thomas R. Benke, Attorney for Applicant

IV. Executive Summary

Applicant requests an administrative review to determine whether operation of a site for placement of fill from hydraulic vacuum extraction is a farm use on a 129.45-acre property in an EFU (Exclusive Farm Use) zone located at 21875 Butteville Rd NE, Aurora.

Marion County Planning denied the application based on the determination that the primary purpose of the use was to obtain profit from the disposal of industrial and commercial Vactor truck waste, as opposed to farm use. Marion County Planning determined Applicant has created a new solid waste disposal site, which is not permitted in Marion County.

Applicant argues that she did not apply for review of existing site features. Applicant argues that she applied for Administrative Review for her prospective request to fill and contour the property with hydraulically excavated soils for farm use, including erosion mitigation, filling low spots, expansion of arable areas, and improved farm access.

Applicant and opponents dispute the primary purpose of filling farmland with material, including soils that have been hydraulically excavated. The determinative issue is whether the current and proposed employment of the land constitutes "farm use" under ORS 215.203 and MCC 17.110.223.

The record demonstrates that the dominant use of the site during the relevant period was the compensated receipt and deposition of off-site trench slurry rather than agricultural production. Even if the primary purpose of the operation can be considered the construction and maintenance of equipment and facilities for raising, harvesting, and selling crops, the receipt of hydraulic vacuum extraction is not a reasonable and accepted farm practice such that it is considered a farm use.

The proposal therefore does not qualify as farm use and is not permitted in the EFU zone. Applicant's application for administrative review for placement of fill from hydraulic vacuum extraction as a farm use is DENIED

V. Findings of Fact

The hearings officer, after careful consideration of the testimony and evidence in the record, issues the following findings of fact:

AR 25-026 - ORDER

Burnham

Page 2

1. The subject property is designated Primary Agriculture in the Marion County Comprehensive Plan and zoned EFU (Exclusive Farm Use). The intent of both the designation and zone is to provide areas for continued practice of commercial agriculture and to protect commercial agricultural operations.
2. The subject property is located on the western side of Butteville Rd NE, approximately 900 feet north of its intersection with Ehlen Rd NE. The property contains two stick-built dwellings, one built in 1908 and the other in 1933. The parcel also contains multiple accessory farm structures. The parcel and dwellings are considered legal for land use purposes.
3. Surrounding properties are all zoned EFU and in active farming operations, with some containing dwellings.
4. The Soil Survey of Marion County, Oregon indicates that the subject parcel consists of 97.1% high-value soils.
5. Applicant requests a determination whether operation of a site for placement of fill from hydraulic vacuum extraction is a farm use. The Application is for specifically for an administrative review to determine whether operation of a site for placement of fill from hydraulic vacuum extraction is a farm use. Applicant also argues in the alternative that the fill from hydraulic vacuum extraction, a "dewatering activity" is a conditional use which may be permitted in an EFU zone.
6. Various agencies were contacted and given an opportunity to comment. The following comments were received from various governmental agencies, non-profit organizations, and individuals:

Marion County Septic commented: "Per OAR 340-07-0130(12), "Initial and repair absorption areas must NOT be subject to activity that is likely to adversely affect the soil or functioning of the septic system. Including but not limited to: Vehicular traffic, covering the area with asphalt or concrete, filling, cutting, or other soil modification." Any existing drainfield and future repair area should not be filled and should be delineated from all other site manipulation."

Marion County Code Enforcement provided comments requesting denial stating that they believe this to a commercial dumping operation rather than a farm use.

Marion County Building Inspection commented: No Building Inspection concerns. Permit(s) may be required to be obtained if development of structures and/or utilities installation is proposed over the proposed fill soil pit locations. A compaction report of the soils may be needed to prove the density of the fill material is sufficient to support a structure. It is advised to obtain this compaction report for future use if structures are to be developed in these locations.

1000 Friends of Oregon commented requesting denial of the permit asserting that use is not a farm use and rather a commercial dumping operation. The comments from 1000 Friends of Oregon can be found in full in the case file.

Friends of French Prairie commented requesting denial of the permit asserting that use is not a farm use and rather a commercial dumping operation. In the comments, Friends of French Prairie submit pictures of the subject property with the dumping pit. Some pictures appear to show countertop waste being dumped into the pit. This would contradict the statements made by the applicants that only dirt and water have been dumped in their pit. The pictures show bright white material that appears to be ground up or in small chunks, similar to countertop waste that was dumped at a pit on another Marion County property associated with a disposal site. Friends of French Prairie's comments can be found in full in the case file.

Jamie Howsley of Jordan Ramis Law Firm represents a neighbor, the Chambers Family, and submitted a letter requesting denial of the permit asserting that use is not a farm use and rather a commercial dumping operation. They also submitted enforcement letters against the property from DEQ, Oregon Water Resources Department and Marion County Code Enforcement. The letters from DEQ detail numerous violations related to water quality and hydraulic oil spills. The letter from Oregon Water Resources Department states that they are in violation of ORS 537.130(1) and 537.130(2) for constructing a earthen dam and storing water without a water right.

Additionally, Mr. Howsley submitted two videos, one of the muddy, turbid water of Ryan Creek due to the contamination by the pit and a second of a pump actively pumping water from the pit into the Ryan Creek wetlands area. Their comments can be found in full in the case file.

Michael McCauley commented requesting denial of the permit asserting that use is not a farm use and rather a commercial dumping operation. He also raises concerns about the construction of the berm and the damage it would cause if it were to fall and flow into Ryan Creek. The comments can be found in full in the case file.

All other contacted agencies either failed to comment or stated no objection/concern to the proposal.

7. Applicant is requesting a determination as to whether operation of a site for placement of fill from hydraulic vacuum exaction is a farm use.
8. In 2023, Applicant excavated and constructed a large pit on her property, measuring approximately 200 feet long by 150 feet wide and built in a circular shape. The pit is approximately 20-30 feet deep and was made by substantially digging out a gully on the subject property's filbert orchard's western edge and extending the digging into the orchard and flat areas of the property. The pit and associated berm take up approximately 0.8-1.0 acres.

9. An asphalt access road was constructed to access the pit site. The access road is approximately 3,570 feet long and leads to 6 dumping bays marked by painted white lines on the ground and yellow safety railings to denote the edge of the pit. After completion, Vactor trucks employed by utility companies such as NW Natural, PGE, ProVac and Poltelco began dumping at the site.

The Vactor trucks dump a slurry made of water and dirt which is the by-product of hydraulic excavation. High pressure water is used to loosen dirt and dig trenches/holes while an industrial vacuum sucks the slurry into a holding tank on the truck. The trucks then travel from the jobsite to the subject property and dump the slurry into the pit.

Applicant received compensation for each truck that was dumped and based on evidence submitted in the record, receiving \$300 per load and receiving 238 loads from November 2023 to January 2024.

10. Evidence in the record includes photographs suggesting that materials other than soil and water may have been deposited. The pit was excavated before the fill was received. Applicant states that “the sources of clean fill placed at the property will be hydraulically excavated soil collected regionally (most commonly from utility trenches) and transported to the farm by Vactor trucks.

Applicant states that because Vactor trucks soils are inherently watery, the soils may be placed initially in the gully or “pit” created by prior construction of the berm at the northwest corner of the property, which the soils will be possibly dewatered before being moved elsewhere across the site as needed to achieve the stormwater control objectives of the clean fill activity.

11. DEQ and OWRD issued notices of violation concerning water discharge and dam construction. However, on September 3, 2025, the DEQ withdrew the Order directing Ms. Burnham to stabilize or decommission the berm and pit on the property.
12. Friends of French Prairie submitted photos of the above companies dumping at the site enough to be used in construction) being dumped into the pit by Pacific Northwest Marble and Granite on December 12, 2023. The photos show white material leaving the truck and accumulating in the pit and around the edges of the truck where it sits on the asphalt above the pit.
13. Applicant argues that the “pit” (resultant of the berm), the “haul road,” and the asphalted “turnaround area” should not be considered in her application for administrative review of a prospective request to fill and contour the property with hydraulically excavated soils for farm use. Applicant suggests that an Administrative Review of land-use compatibility is inherently prospective, and evaluates whether a described activity, if undertaken as proposed, is allowable under the zoning ordinance. Applicant states that these features, specifically, the pit, haul road, and turnaround area are not before the County for review and are not included in the scope of the application.

VI. Additional Findings of Fact and Conclusions of Law

1. Applicants have the burden of proving all applicable standards and criteria are met. As explained in *Riley Hill General Contractor, Inc. v. Tandy Corporation*, 303 Or 390 at 394-95 (1987):

“Preponderance of the evidence” means the greater weight of evidence. It is such evidence that, when weighed with that opposed to it, has more convincing force and is more probably true and accurate. If, upon any question in the case, the evidence appears to be equally balanced, or if you cannot say upon which side it weighs heavier, you must resolve that question against the party upon whom the burden of proof rests. (Citation omitted.)

Applicants must prove, by substantial evidence in the whole record, that it is more likely than not that each criterion is met. If the evidence for any criterion is equally likely or less likely Applicants have not met their burden, and the application must be denied. If the evidence for every criterion is in Applicants’ favor, then the burden of proof is met.

2. The subject property is zoned Exclusive Farm Use. Applicant states that the purpose of the operation is to fill in low lying portions of their property to improve drainage and expand the property’s farmable area. Applicant proposes to fill parts of the farmland with topsoil that has been hydraulically excavated from utility trances and similar shallow excavations to mitigate erosion, fill low spots, and improve access across her farm. Applicant further states that after the pit area fills; she will farm on top of it. Applicant argues that the operations is a “farm use” as the term is defined in MCC 17.110.223 and ORS 215.203(2)(a).
3. MCC 17.110.223 provides the definition of farm use as taken from ORS 215.203(2)(a):

As used in this section, "farm use" means the current employment of land for the primary purpose of obtaining a profit in money by raising, harvesting and selling crops or the feeding, breeding, management and sale of, or the produce of, livestock, poultry, fur-bearing animals or honeybees or for dairying and the sale of dairy products or any other agricultural or horticultural use or animal husbandry or any combination thereof "Farm use" includes the preparation, storage and disposal by marketing or otherwise of the products or by-products raised on such land for human or animal use. "Farm use" also includes the current employment of land for the primary purpose of obtaining a profit in money by stabling or training equines including but not limited to providing riding cultivation, maintenance and harvesting of aquatic, bird and animal species that are under the jurisdiction of the State Fish and Wildlife Commission, to the extent allowed by the rules adopted by the commission. "Farm use" includes the on-site construction and maintenance of equipment and facilities used for the activities described in this subsection. "Farm use" does not include the use of land subject to the provisions of ORS chapter 321, except land used exclusively for growing cultured Christmas trees or land described in ORS 321.267 (3) or 321.824 (3).

MCC 17.110.223 defines farm use to include the use of land for the primary purpose of obtaining profit in money by harvesting and selling crops, and to include the on-site construction and maintenance of the facilities.

4. Marion County Planning determined that because the operation's primary purpose was in obtaining profit from waste disposal, Applicant had created a new solid waste disposal site, which is not permitted in Marion County. New solid waste disposal sites are not permitted in Marion County pursuant to MCC 17.136.050 (I).

Only expansions of lawfully established sites can be permitted. Marion County determined that the proposed operation does not fall into a lawfully permitted site, as no prior land use permits were applied for and the site was not operating prior to county's comprehensive plan being acknowledged in 1983. On that basis, the County determined that the proposed use is not a farm use.

MCC 17.120.315 (A), (C), (D) and (E) defines "dispose" "solid waste" "solid waste disposal sites" and "waste":

A. "Dispose" or "disposal" includes accumulation, storage, collection, transportation, and disposal of solid wastes;

C. "Solid waste" means all putrescible and nonputrescible wastes, whether in a solid or in a liquid form, except liquid-carried industrial wastes or sewage or sewage hauled as an incidental part of a septic tank or cesspool cleaning service, but including garbage, rubbish, ashes, sewage sludge, street refuse, industrial wastes, swill, demolition and construction wastes, abandoned vehicles or parts thereof, tires, discarded home and industrial appliances, manure, vegetable or animal solid or semi-solid wastes, dead animals and other discarded solid materials;

D. "Solid waste disposal site or sites" means any land used for disposal of solid wastes, including, but not limited to, dumps, landfills, sanitary landfills, incinerators, and composting plants, but not including a landfill site which is not used by the public either directly or through a disposal service and which is used by the owner or tenant thereof to dispose of sawdust, bark, soil, rock, building demolition material or nonputrescible industrial waste products resulting from the process of manufacturing;

E. "Waste" means useless, unwanted or discarded materials.

In support of the determination, Marion County noted that the evidence in the record also shows more than soil and water were dumped in the pit. Evidence indicates that countertop material was dumped in this pit, and that the material was not used just to level and fill existing low areas on the property to make it suitable for farming, the "pit" was deeply excavated in order to make room for the fill material to be received.

Applicant argues that the "countertop material" was actually granite that is similar to rock or clean fill, which would be used to fill low areas as part of land leveling.

5. Applicant states that she began this operation to fill in low lying lands on their property so they could create more farmable areas and mitigate erosion. Applicant also states that they only receive clean fill from companies doing excavation work. Provided in the definition of farm use is the sentence: *"Farm use" includes the on-site construction and maintenance of equipment and facilities used for the activities described in this subsection. "*

It is common practice for farmers to receive fill dirt. Fill dirt is often offered for free, or property owners pay for it. What is less common are companies paying a property owner to dispose of their extra dirt. The evidence indicates that 238 loads were received in a three-month period, averaging nearly 80 loads per month.

Applicant argues that the receipt of compensation does not negate the "farm use." Applicant argues that it does not matter if "disposal" is a purpose because the primary purpose is farming.

Comments in support of the application argue that Applicant has a right to farm and use good farming practices, and that maintaining tillable soil and leveling the fields is a part of good farming practices. Comments in support of the Application acknowledge that there has been "considerable investment to create a safe environment for trucks to dump their fill" and that compensation "for that investment is only fair." (Statement of F. John Rissberger, John Rissberger Nursery).

Applicant argues that she is essentially improving the land for future farming. Applicant actively farms the property and argues that the fill is being placed for the express purpose of expanding arable area and mitigating erosion in service of orchard productivity.

Applicant's request addresses four "uses" in her request: Mitigating erosion, filling low spots in arable areas, expanding arable areas, and improving access across the farm. Applicant argues that these are "textbook examples of 'farm use' under ORS 215.203 and MCC 17.110.680."

6. ORS 215.203(2)(c) defines "farm use." Under ORS 215.203(2)(a), "farm use" requires current employment of land for the primary purpose of obtaining a profit in money by raising, harvesting and selling crops or other listed agricultural activities. The statute does not independently define "accepted farming practices," but Oregon case law requires that the activity be directly and functionally related to agricultural production.

The analysis requires consideration of two issues: First: What is the primary purpose in filling the farmland with material, including soil, that has been hydraulically excavated from utility trances and similar shallow excavations? Is the primary purpose to mitigate erosion, level the farmland, improve farm access and increase tillable acreage for enhanced profit from farming? Or, is the primary purpose to obtain profit from the disposal of industrial and commercial Vactor truck waste. Second: Even if the primary purpose of the operation can be considered the construction and maintenance of equipment and facilities for raising, harvesting, and selling crops, is receipt of hydraulic

vacuum extraction a reasonable and accepted farm practice such that it is considered a farm use.

7. Marion County Planning characterized the operation as functioning similarly to a disposal or materials handling site. The Hearings Officer does not sit in review of a solid waste permit application and does not base this decision on whether the site meets the technical definition of a “solid waste disposal site.”

However, the definitions contained in MCC 17.120.315 provide context for understanding the functional nature of the activity. The record demonstrates that materials generated as by-products of off-site construction activity were transported to the subject property for unloading and deposition. The infrastructure constructed—paved haul road, marked dumping bays, and a large, excavated pit—facilitated repeated receipt of truckloads of material.

These characteristics inform the land use characterization analysis. The activity more closely resembles a materials receiving and deposition operation serving off-site construction activity than agricultural production or soil redistribution incidental to farming.

This characterization is relevant solely to determining whether the activity qualifies as farm use under ORS 215.203. It is not a determination that Applicant is operating a regulated solid waste facility.

MCC17.120.315 (A), (C), (D) and (E) defines “dispose,” “solid waste,” “solid waste disposal sites,” and “waste”:

A. “Dispose” or “disposal” includes accumulation, storage, collection, transportation, and disposal of solid wastes;

C. Solid waste” means all nonputrescible wastes, whether in a solid or in a liquid form, except liquid-carried industrial wastes or sewage or sewage hauled as an incidental part of a septic tank or cesspool cleaning service, but including garbage, rubbish, ashes, sewage sludge, street thereof, tires, discarded home and industrial appliances, manure, vegetable or animal solid or semi-solid wastes, dead animals and other discarded solid materials;

D. “Solid waste disposal site or sites” means any land used for disposal of solid wastes, including, but not limited to, dumps, landfills, sanitary landfills, incinerators, and composting plants, but not including a landfill site which is not used by the public either directly or through a disposal service and which is used by the owner or tenant thereof to dispose of sawdust, bark, soil, rock, building demolition material or nonputrescible industrial waste products resulting from the process of manufacturing;

E. “Waste” means useless, unwanted or discarded materials.

Applicants state that they began this operation to fill in low lying lands on their property so they could create more farmable areas and mitigate erosion. They also state that they only receive clean fill from companies doing excavation work. Provided in the definition of farm use is the sentence: "Farm use" includes the on-site construction and maintenance of equipment and facilities used for the activities described in this subsection." It is common practice for farmers to receive fill dirt. Often it is offered for free, or property owners pay for it, as a method for construction sites to get rid of extra dirt and keep it in the local area.

However, the evidence tends to indicate that the Applicant's facility functions like a solid waste facility, where the actual waste, or soil in this case, is useless or unwanted material and the value is in the disposal and storage of it.

Marion County Planning's determination is factually supported: the pit was excavated, Applicant built paved dumping bays, there was regular truck traffic, and fees were paid by waste generators. These facts tend to demonstrate that the site was likely developed for waste receipt on an industrial scale, and that the economic purpose of the operation is disposal. Marion County determined that the Applicant's property functions like a solid waste facility, where the actual waste, or soil, is useless or unwanted material, and the value is in the disposal and storage of the waste material. Marion County determined that the primary purpose of the property appeared to be obtaining a profit from the disposal of industrial and commercial Vector truck waste, and that this use does not constitute farm site, which is not permitted in Marion County under MCC 17.136.050(I).

The cumulative picture appears to support the determination that the Applicant's primary purpose in constructing the facility is to obtain value in the disposal and storage of waste material. The functional characteristics of the activity resemble those of a disposal or materials handling operation rather than agricultural production.

8. Comments submitted by Applicant's neighbors posit that the proposed "land leveling" is farm use. Applicant also correctly notes that the economic structure of the transaction is not dispositive. However, the primary functional use of the site during operations is the receipt of off-site excavated materials, dewatering operations, and infrastructure to allow truck access and staging.

The importation, treatment, and placement of off-site materials is not itself the raising or harvesting of crops, nor is it a facility subordinate and customarily provided in conjunction with farm use. Rather, it is a waste handling and fill activity serving off-site development.

LUBA has consistently held that activities must be directly and primarily related to agricultural production to qualify as farm use. Where the dominant purpose of the activity is non-farm in nature, incidental agricultural benefit is insufficient.

The creation of additional arable land is secondary and contingent. The record does not quantify acreage gained or demonstrate that the activity is necessary for farm viability.

The determinative question is not whether land leveling can constitute farm use. It often can. The question is whether the current employment of this land, as demonstrated by the record, is primarily agricultural production or the compensated receipt and deposition of off-site trench slurry. The evidence of infrastructure, scale, compensation, and third-party waste generation demonstrates that the dominant use during the relevant period was materials handling rather than crop production. Accordingly, the proposal does not constitute "farm use" under ORS 215.203.

9. The Hearings Officer recognizes the applicant's argument that the primary purpose of the proposal is agricultural land leveling and increased arable acreage. Applicant asserts that grading and soil placement are routine agricultural activities and that the dewatering and placement of hydraulically excavated soils is merely the chosen method of achieving that land improvement.

In deference to the Applicant and for purposes of this section only, the Hearings Officer assumes *arguendo* that Applicant's primary objective is land leveling for agricultural production. Even under that assumption, the proposal does not qualify as a permitted farming practice.

Even if the primary purpose of the operation can be considered the construction and maintenance of equipment and facilities for raising, harvesting, and selling crops, the Applicant must also establish that the receipt of hydraulic vacuum extraction a reasonable and accepted farm practice such that it is considered a farm use.

10. Applicant bears the burden of establishing that importing and dumping off-site Vector truck trench spoils as the means of achieving land leveling is generally accepted, customary, reasonable and typical of farms of similar size and type.
11. Jim Johnson, Working Lands Policy Director for 1000 Friends of Oregon testified that the Vector truck dump is not a farm use. Mr. Johnson testified that an activity that is not a customary farm practice cannot constitute a farm use as defined in ORS 215.203(2)(a).

Kevin Fenn, Water Quality and SWCD Program Manager, Oregon Department of Agriculture writes that in regard to regulation under the Agricultural Water Quality program, the ODA makes decisions on what agricultural activities are and what constitutes agricultural fill. For either, the activity must be a normal and accustomed practice. The put site would not be considered an agricultural activity. Fill or placement of material could be considered agricultural depending on the situation.

Mr. Fenn's statement is consistent with Mr. Johnson's testimony.

Mr. Johnson also stated that elements of the Agricultural Water Quality statute administered by the Oregon Department of Agriculture (ODA), which defines "farming practices" and Oregon's Right to Farm statute is instructive as to what should be considered a farming practice. ORS 561.191(1) instructs the ODA to development and implement a water quality program that directly regulates "farming practices as defined

in ORS 30.930. ORS 30.930-.947 is commonly referred to as Oregon's Right to Farm law. The definition of "farming practice" in the Right to Farm law, established that a farming practice, amount other things (1) is or may be used on a farm of similar nature; (2) is a generally accepted, reasonable and prudent method for the operation of a farm to obtain a profit in money; (3) Is or may become a generally accepted, reasonable and prudent method for the operation of a farm to obtain a profit in money; and (4) Is done in a reasonable and prudent manner.

The record does not demonstrate that construction of asphalt dumping bays are customary or typical agricultural practices. The record reflects that the infrastructure was constructed to accommodate repeated dumping. The scale, infrastructure, and compensation structure are not characteristic of ordinary land leveling or soil redistribution incidental to farming.

Applicant states in the Application and supporting presentation that the material dumped by the Vactor truck operators is "clean fill." However, the record does not provide sufficient evidence to determine that the Vactor trucks are depositing "clean fill."

The record supports that the hydraulic vacuum extraction is a slurry of soil, water, subsurface material from trenching, and has the potential for underground contaminates. The record supports that the material is generated off-site (and from metropolitan and/or industrial areas), mechanically removed, and transported for disposal.

Without testing each shipment as it arrives on site, it is impossible to determine if the fill is clean or not. There is not a process in place to ensure testing (unless the site is established as a solid waste disposal site and permitted accordingly). Because of the risk of potential contaminants, depositing the sludge into the high value soils of EFU land cannot be said to be a reasonable or an accepted farm practice.

There is no evidence in the record demonstrating that receipt of hydraulic vacuum extraction slurry is a customary agricultural practice. The record contains no substantial evidence that the excavation of a pit and acceptance of vacuum-extracted waste from third-party commercial generators is a practice customarily used by commercial farmers; is recognized by agricultural authorities as a soil preparation or crop production method; or is commonly undertaken in the ordinary course of agricultural production.

The fact that soil is ultimately spread on farmland does not transform the importation and dumping into an accepted farming practice.

Accordingly, the placement of vacuum-extracted fill does not constitute farm use under ORS 215.203.

12. MCC 17.110.223 defines "farm use" consistent with ORS 215.203(2)(a), requiring the current employment of land; for the primary purpose of obtaining a profit in money; through raising, harvesting, and selling crops or other agricultural activities; and activities that are agricultural in nature and consistent with accepted farming practices.

13. In determining whether an activity qualifies as farm use, Oregon case law requires that the activity be directly and functionally related to agricultural production rather than merely incidental or economically beneficial to the landowner. The record does not demonstrate that compensated receipt and deposition of off-site trench slurry is directly related to crop production or typical of agricultural land management MCC 17.110.223 incorporates the concept of accepted farming practices. An accepted farming practice must be customary in the agricultural community; commonly or typically employed in farm operations; reasonably necessary to agricultural production.

Applicant has not demonstrated that commercial farmers customarily construct deep disposal pits with paved dumping stations to accept compensated truckloads of trench slurry; that agricultural authorities recognize hydraulic vacuum trench slurry deposition as a customary farm soil management technique; or that the practice is typical or reasonably necessary to farm operations.

14. Opponents also raise concerns about the proximity of the facility to Ryan Creek.

The Hearings Officer is not reviewing enforcement matters or determining compliance with environmental regulations. However, there are concerns about such a large berm being constructed near Ryan Creek, which flows directly to the Willamette River and serves as fish and wildlife habitat. If the berm were to fail, or contaminated soil be placed in it and drained to Ryan Creek, it could negatively affect downstream property owners and the wildlife. During the rainy months the pit fills up with water, leaving no capacity for soil and poses a threat of collapsing the berm. While the Applicants have submitted a report to DEQ which shows the berm has a low chance of failure, this may not be adequate evidence the berm has been constructed to receive and store soil waste and water long term.

15. Evidence was submitted to the record showing a pump sitting on the berm that pumped turbid water directly from the pit into Ryan Creek, when the pit was filled with water. Letters in the record from DEQ demonstrate that they have concerns about this turbid violation of OAR 340-012-0055(2)(b). It appears the applicants have been knowingly draining this water into Ryan Creek despite the notice of violations sent to them on January 11, 2024 and March 19, 2024 by DEQ.

16. Evidence was submitted to the record showing that on January 2, 2024, a hydraulic line on one of the trucks ruptured and spilled approximately 5 gallons of hydraulic fluid into the pit and surrounding area. Nothing has been submitted to the record to ensure that this will not happen again or that there are proper clean up procedures in place that would stop any hydraulic fluid from getting into the soil, groundwater or Ryan Creek.

However, Applicant correctly states that the Hearings Officer is not sitting in review of any enforcement order or investigating environmental compliance. The matter before the Hearings Officer is narrowly focused specifically on whether operation of a site for placement of fill from hydraulic vacuum extraction is a farm use. This environmental

context is considered solely for purposes of land use characterization under ORS 215.203 and not as an independent basis for denial.

17. ORS 215.283 provides an exclusive list of uses permitted outright or conditionally in the EFU zone. Uses not listed are prohibited. The applicant has not identified, and the record does not establish, that operation of a compensated trench slurry receiving and deposition site is listed as a permitted or conditional use under ORS 215.283. Because the activity does not qualify as farm use and is not otherwise listed, it cannot be approved.
18. Based on the above findings, it has been determined that placement of fill from hydraulic vacuum extraction is not a farm use and is not permitted on the subject property

VII. Order

It is hereby found that Applicant has not met her burden of proving the applicable standards and criteria for approval of an administrative review application to determine whether operation of a site for placement of fill from hydraulic vacuum extraction is a farm use on a 129.45-acre property in an EFU (Exclusive Farm Use) zone located at 21875 Butteville Rd NE, Aurora (T4S; RIW; Section 8; Tax lot 200). Therefore, the Administrative Review application is DENIED.

VIII. Appeal Rights

An appeal of this decision may be taken by anyone aggrieved or affected by this Order. An appeal must be filed with the Marion County Clerk (555 Court Str. NE, Suite 2130, Salem, Oregon) by 5:00 p.m. on the 4th day of March, 2026. The appeal must be in writing, must be filed in duplicate, must be accompanied by a payment of \$500, and must state wherein this order fails to conform to the provisions of the applicable ordinance. If the Board denies the appeal, \$300 of the appeal fee will be refunded.

DATED at Salem, Oregon this 17th day of February, 2026.



Jill F. Foster
Marion County Hearings Officer

CERTIFICATE OF MAILING

I hereby certify that I served the foregoing order on the following persons:

Denise Burnham
21855 Butteville Rd.
Aurora, OR 97002

Charles Burman
21855 Butteville Rd.
Aurora, OR 97002

Thomas Benke
PO Box 80458
Portland, OR 97280

Ben Williams
23013 Yearly Lane
Aurora, OR 97002

Jim Johnson
340 SE 6th Ave.
Portland, OR 97214

City: Aurora:
21420 Main St.
Aurora, Or. 97002

Area Advisory Committee #6: (via email)

Ben Williams
fofp99@gmail.com

Roger and Aileen Kaye (via email)
Arkaye2@gmail.com (Aileen)
10095 Parrish Gap Rd. SE
Turner, OR. 97392

1000 Friends of Oregon (via email)
340 SE 6th Ave
Portland, OR 97214

Pudding River Watershed Council (via email)

anna@puddingriverwatershed.org
cleanpuddingriver@gmail.com

County Agencies Notified:

Assessor's Office (via email)

assessor@co.marion.or.us

Tax Collector (via email)

NMcVey@co.marion.or.us

Surveyor's Office (via email)

KInman@co.marion.or.us

Fire District: Aurora (via email)

jwilliams@aurorafire.org

Planning Division (via email)

breich@co.marion.or.us

abarnes@co.marion.or.us

jspeckman@co.marion.or.us

ediaz@co.marion.or.us

Building Inspection (via email)

pwolterman@co.marion.or.us

Kaldrich@co.marion.or.us

CTate@co.marion.or.us

Public Works LDEP Section (via email)

jrasmussen@co.marion.or.us

mcldep@co.marion.or.us

JShanahan@co.marion.or.us

School District: (via email)

Ginger.redlinger@nmarion.k12.or.us

Code Enforcement (via email)

CGoffin@co.marion.or.us

State Agencies Notified:

Oregon DEQ

Attn: Mary Camarata

Fairview Industrial Dr. S

Salem, OR 97302

Division of State Lands

775 Summer St. NE

Salem, OR 97310

By mailing to them copies thereof. I further certify that said copies were placed in sealed envelopes addressed as noted above, that said copies were deposited in the United States Post Office at Salem, Oregon, on the 17th day of February, 2026 and that the postage thereon was prepaid.

Department of Fish and Wildlife

4034 Fairview Industrial Dr. SE

Salem, OR 97302

DLCD (via email)

Hilary.foote@state.or.us



Administrative Assistant to the
Hearings Officer



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: March 4, 2026

Department: Public Works

Title: Schedule adoption of an administrative ordinance approving Zone Change 25-002/Creative Electric, LLC

Management Update/Work Session Date: N/A Audio/Visual aids []

Time Required: 0 min Contact: John Speckman Phone: 503-566-4173

Requested Action: Schedule adoption of the ordinance at the next board session, March 11, 2026.

Issue, Description & Background: The Marion County Hearings Officer held a duly noticed public hearing on May 15, 2025 and issued a decision on July 8, 2025, to deny Zone Change 25-002. Applicants appealed the Hearings Officer's decision. The Board held a duly noticed public hearing on the application on October 22, 2025, and considered all the evidence in the record and on October 22, 2025 approved the request. The ordinance and findings have been prepared and the matter needs to be scheduled for final consideration and adoption.

Financial Impacts: None

Impacts to Department & External Agencies: None

List of attachments: Ordinance

Presenter: John Speckman

Department Head Signature: [Handwritten Signature]

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

In the Matter of the)	Zone Change
Application of:)	Case No. 25-002
Creative Electric, LLC)	

AN ADMINISTRATIVE ORDINANCE

ORDINANCE NO. _____

THE MARION COUNTY BOARD OF COMMISSIONERS HEREBY ORDAINS AS FOLLOWS:

SECTION I. Purpose

This matter comes before the Marion County Board of Commissioners ("Board") on the Application of Creative Electric, LLC, Nestor Zarkoff and Feodor Zharkoff, to change the zone from UT-5 (Urban Transition) to CG (Commercial General) on a 5.02-acre parcel located in the 900 block of S Pacific Hwy 99E, Woodburn T5S; R1W, Section 19A; Tax Lot 1800).

SECTION II. Procedural History

The Marion County Hearings Officer held a duly noticed public hearing on May 15, 2024, and on July 8, 2025, issued a decision denying the zone change. Official notice was taken of the Planning Division file and the Hearings Officer's decision. The Hearings Officer decision was appealed to the Board on July 23, 2025. The Board held a public hearing to consider the appeal, application, and findings on October 29, 2025. The Board closed the public hearing the same day. A motion to approve the appeal was made and passed the same day. The Board has considered all the evidence in the record, all arguments of the parties and is otherwise fully advised in the premises.

SECTION III. Adoption of Findings and Conclusion

After careful consideration of all facts and evidence in the record, the Board overturns the Hearings Officer's decision on this matter, and adopts its own the Findings of Fact which is attached as Exhibit A, subject to conditions attached as Exhibit B.

SECTION IV. Action

The requested zone change from UT-5 (Urban Transition) to CG (Commercial General) is hereby **GRANTED**, subject to conditions identified in Exhibit A, attached hereto, and by this reference incorporated herein.

The property rezoned by this Ordinance is identified on a map in Exhibit C, attached hereto and by this reference incorporated herein. The Official Marion County Zoning Map shall be changed

pursuant to Marion County Code Section 16.01.040 to reflect the new zoning subject to conditions identified in Exhibit B, attached hereto, and by this reference incorporated herein.

SECTION V. Effective Date

Pursuant to Chapter 1.10 of the Marion County Code, this is an Administrative Ordinance and shall take effect 21 days after the adoption and final signatures of the Marion County Board of Commissioners.

SIGNED and FINALIZED this _____ day of _____, 2026, at Salem, Oregon.

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

Recording Secretary

JUDICIAL NOTICE

Oregon Revised Statutes, Chapter 197.830, provides that land use decisions may be reviewed by the Land Use Board of Appeals by filing a notice of intent to appeal within 21 days from the date this Ordinance becomes final.

I. Findings of Fact and Conclusions of Law

The Board of Commissioners, after careful consideration of the testimony and evidence in the record, issues the following findings regarding ZC 25-002:

1. No objections were raised to notice, jurisdiction, bias, *ex parte* contacts, conflict of interest, or to evidence or testimony by any party during the public hearing before the Board or otherwise during the appeal.
2. Creative Electric LLC proposes to change the zone from UT-5 (Urban Transition) to CG (Commercial General) on a 5.02-acre property located in the 900 block of S Pacific Hwy 99E, Woodburn, (T5S; R1W; Section 19A; Tax lot 1800). The subject property is within the Woodburn Urban Growth Boundary (UGB) and designated Commercial in the Woodburn Comprehensive Plan. The Applicant does not seek and is not eligible for annexation nor City urban services. The property is currently under the zoning jurisdiction of Marion County. The applicant proposes establishing an electrical contractor business on the subject parcel.
3. The subject property is located south of the City of Woodburn on the west side of Highway 99E, off undeveloped Novaya Ln NE, a private access easement. The subject property is a currently vacant field. The property consists of three parcels created by Partition recorded in 1989 and approved by Partition case (P88-061). The subject property was created in the current configuration by an approved Partition and is therefore legal for land use purposes.
4. Adjacent properties to the north, and south are zoned UT-5 and within Woodburn's UGB. The northern adjacent parcel is zoned UT-5 and has a permitted dwelling and accessory structure. The south adjacent parcel is zoned UT-5 and is developed with a pre-existing non-conforming auto wrecking yard. To the east, across Highway 99E and outside of the UGB, are parcels zoned Exclusive Farm Use (EFU) with a commercial nursery. To the west of the subject parcel, outside of the UGB, is the Belle Passi Cemetery which is in a Public (P) zone.
5. The Marion County Planning Division requested comments from various governmental agencies. The following comments were received:

Marion County Building Inspection commented: "No Building Inspection concerns. Permit(s) are required to be obtained prior to any development and/or utilities installation on private property."

Marion County Septic Division commented: "A Site Evaluation followed by an installation-Construction permit is required prior to site development."

Marion County Land Development Engineering and Permits (LDEP) submitted the following:

ENGINEERING ADVISORIES

A. PW Engineering has no action items for the proposed Zone Change itself.

B. The following are PW Engineering advisories for future development:

- The plat for partitioning case P88-61 pertaining to the subject property is depicted on MCSR 031947 and recorded at Reel 732 / Page 127 in the Clerks records for Marion County. The plat created the private easement named 'Novya Lane' along the south property from S Pacific Hwy 99E, a State Hwy. An access approach to Novya Lane was not been constructed.
- The proposed access location in the middle of the subject property does not align with Novya Lane. At the time of application for building permits, Applicant will be required to confirm application having been made for an ODOT approach permit, if required.
- County Transportation System Development Charges (SDCs) will be assessed at the time of application for building permits.
- Development of the property as generally depicted on the land use application site plan will require stormwater detention meeting county standards, and possibly also to ODOT standards that could include water quality treatment if discharging to the State Hwy.
- DEQ has jurisdiction over construction erosion for total ground disturbances of 1-acre plus.
- Fire turnaround and pullout easement(s) may be required by the local fire district or State Fire Marshal.

Oregon Department of Transportation (ODOT) commented: "We do not have any comments on the zone change, however we will have comments on future applications for development of the property with respect to frontage improvements and access considerations."

The City of Woodburn Community Planning and Development Department submitted letters arguing that the proposal is not consistent with either Woodburn Comprehensive Plan or the Woodburn/Marion County Urban Growth Coordination Agreement (UGCA). These letters can both be found in the record.

All other agencies either failed to comment or stated no objection to the proposal.

II. Executive Summary

The subject 5.02-acre property is situated in the Urban Growth Boundary and is subject to the Marion County "Urban" Land Development Code. The property is planned "Commercial" and zoned Urban Transition (UT). Applicant seeks to rezone property from UT to Commercial General (CG) to conform the zone to the applicable plan designation. The application does not seek approval for any "use" or "development." The proposal seeks a zone change that is limited by the County's Limited Use Overlay (LU) zone to control impacts to respond to

concerns expressed by the City of Woodburn. The City of Woodburn testified that it cannot and will not seek to annex the property at this time. The property is ineligible for annexation to the City of Woodburn because it is too distant from the City's limits, however, the property can be adequately served with its own onsite septic, onsite domestic water well, and onsite stormwater control. The Application does not seek and is ineligible for access to City services due to the Subject Property's distance from the same.

As noted, because the Subject Property is in the UGB, it is subject to the Marion County "urban" zone provisions in Marion County Code (MCC) Chapter 16. The MCC 16 provisions authorize the County to approve zone changes that meet the County's acknowledged urban zone change criteria. The Board finds that the proposal meets all MCC criteria.

The City of Woodburn opposed the application and initially argued that conversion of the property from UT to CG is not permitted by the Urban Growth Coordination Agreement (UGCA), as well as the Marion County Code, Woodburn Comprehensive Plan, and the Marion County Comprehensive Plan. Notably, when the City of Woodburn was asked during the appeal hearing if it was the City's position that the County does not have the authority to change the UT zone in land that the County is the land use authority of, the City testified that was not the City's position. **The City testified it was not saying that the UGCA effectively allows the City to veto County land use decisions within the UGB, which the City acknowledged would be an "absurd" position.** The City reiterated these concessions multiple times and fell back to arguing that the development was not a good fit for the area. The City's concessions at the hearing effectively waived prior arguments, resolved the core legal issues of the application, and limited the City's objections to a policy disagreement that the City acknowledged the County had authority to decide. The Board's decision is consistent with what the City recognized to be the relevant legal standards at the hearing.

To the north and south, the lands are zoned UT-5 with existing commercial and industrial uses, including M&M Auto Wrecking & Recycling and D&G Nursery. M&M Auto Wrecking & Recycling is a salvage and recycling operation, which involves heavy equipment, significant truck traffic, material storage. D&G Nursery operates as a commercial plant nursery, involving frequent truck deliveries, customer visits, and large-scale irrigation and storage operations.

The Hearings Officer determined that the application satisfied all applicable Marion County Comprehensive Plan and Urban Code provisions but mistakenly denied the application on the basis of the 2015 City of Woodburn/Marion County Urban Growth Coordination Agreement, and Statewide Planning Goal 14.

The Board finds that the application satisfies all applicable County Plan and Urban Land Use Code Requirements, that the 2015 City of Woodburn/Marion County Urban Growth Coordination Agreement is not an applicable approval standard for this zone change and regardless, even if it were, the proposal is consistent with its terms.

III. Additional Findings of Fact and Conclusion of Law

1. Applicant has the burden of proving by a preponderance of the evidence that all applicable standards and criteria are met as explained in *Riley Hill General Contractor, Inc. v. Tandy Corporation*, 303 Or 390, 394-395 (1987).

“Preponderance of the evidence” means the greater weight of evidence. It is such evidence that when weighed with that opposed to it, has more convincing force and is more probably true and accurate. If, upon any question in the case, the evidence appears to be equally balanced, or if you cannot say upon which side it weighs heavier, you must resolve that question against the party upon whom the burden of proof rests. (Citation omitted).

Zone Change Criteria

2. Under MCC 16.39.050, approval of a zone change shall include findings that the change meets the following criteria:
 - A. *The proposed zone is appropriate for the Comprehensive Plan land use designation on the property and is consistent with the description and policies for the applicable Comprehensive Plan land use classification.*

The Subject Property is located within the City of Woodburn’s Urban Growth Boundary and has a Comprehensive Plan designation of Commercial. The Board finds that the proposed zone is appropriate for and implements the underlying comprehensive plan designation of Commercial. The Board finds Marion County’s Commercial General zone, with the Limited Use Overlay applied, is appropriate for the Commercial comprehensive plan designation.

The Board finds that the Marion County Comprehensive Plan is the applicable Comprehensive Plan that governs the County CG zone. The Board finds that applying the CG zone is consistent with the description and policies for the applicable commercial plan designation. In this regard, the MCP “Economic Element” contains nine “major economic goals”. The Board finds that the proposal is consistent with all of them and, therefore, meets this standard, as follows.

The Board finds that the proposal meets Economic Element(a), which states that it is a major economic goal of the County to ensure the “Provision of increased employment opportunities for all residents of the County.” The Board finds that the proposal achieves that by providing the option for not only the continuation of appropriate UT zone uses for the CG zone, but also the opportunity for a Marion County home base for an electrical specialty trade contractor and associated warehousing that will provide employment opportunities for all residents of the County.

The Board finds that the proposal is consistent with Economic Element(b), which states that it is a major economic goal of the County to ensure the “maintenance of a strong agricultural economy.” The Board finds that the proposal has no impact on this goal and therefore is consistent with it. The Board finds that the proposal does not affect the maintenance of the agricultural economy. The only agricultural operations in the area are located across Highway 99 from the Subject Property. Those operations are already affected by the significant traffic on

Highway 99 and the proposal's traffic impacts are consistent with and not greater than the traffic impacts of uses that are now allowed in the existing UT zone, as demonstrated in the Applicant's transportation analyses in the record. Those agricultural operations are now affected by the adjacent uses of an auto wrecking and recycling yard as well as a contractor's yard, situated across Highway 99 from those agricultural operations. The proposal allows uses now allowed in the UT zone and a single specialty trade contractor and associated warehousing. The Board finds that the credible and persuasive evidence in the record demonstrates that the one additionally allowed specialty trade contractor use and associated warehousing has either substantially the same or fewer impacts than UT zone uses now allowed in the existing UT zone. The Board agrees with the Applicant that the proposal does not introduce any impacts that will adversely affect the maintenance of the agricultural economy.

The Board finds that the proposal is consistent with Economic Element(c), which states that it is a major economic goal of the County to ensure the "Preservation of appropriate areas for timber production." The proposal has no impact on this goal and therefore is consistent with it because there is no land anywhere near the subject property that is now or in the future appropriate for timber production.

The Board finds that the proposal is consistent with Economic Element(d), which states that it is a major economic goal of the County to ensure "Diversification of the economic base of communities, and expansion of seasonal employment opportunities to year-round status wherever possible." The Board finds that the proposal is consistent with this goal because it allows a variety of year round employment to include an employment type that is not now allowed on the property, providing diversification of the economic base of the Marion County community.

The Board finds that the proposal is consistent with Economic Element(e), which states that it is a major economic goal of the County to ensure "Provision of sufficient areas for future industrial land use." The proposal has no impact on this goal and therefore is consistent with it. The Board finds that the property and area are not now designated for industrial use and that is not changing one way or the other under the proposal.

The Board finds that the proposal is consistent with Economic Element(f), which states that it is a major economic goal of the County to ensure "Development of a transportation system for the safe and efficient movement of persons and goods for present needs." The Board finds that the proposal is consistent with this goal for three independent reasons. One, the proposal does not affect the safe and efficient movement of persons and goods as they are planned at the site. In this regard, the Board finds that the property is Planned Commercial and so the TSP already accounts for commercial trips at the site. In this regard, the Board finds that Highway 99 at this location has adequate capacity for the safe and adequate movement of persons and goods under the commercial designation for the proposed CG zone for the site, because the Commercial plan designation on the Subject Property contemplates the property will be developed at this location with commercial uses. Second, the Board finds that the proposal has no adverse effect on the movement of persons and goods on Highway 99 because its traffic impacts are modest and no greater than the impacts that are now allowed on the subject property under the existing UT

zone that applies, as the Applicant's traffic report demonstrates. Third, the Board finds that the proposal meets this policy because as conditioned, it provides for dedication of land for Highway 99 to enable it to have its desired width, something that it does not now have.

The proposal is consistent with Economic Element(g), which states that it is a major economic goal of the County to ensure "Coordination of planning and development of public facilities." The Board finds that this policy does not apply because it focuses on coordination and planning and not individual zone change or individual development applications. Rather, the Board finds that it is a policy governing coordination and planning between governments for water, sewer and stormwater infrastructure that is to be used by the public. Nonetheless, even if this policy applied to this zone change, the Board finds the proposal is consistent with this goal because, as explained below, the public facilities of a private domestic well, private septic system and private storm water disposal will be adequate to serve the modest suite of allowed uses under this zone change and the proposal facilitates coordination and planning to extend City water, sewer and storm are eventually extended to the property when the City chooses to do so. In this regard, a condition of approval is imposed on this zone change that the property will connect to City water, sewer and storm water when they are available to the Subject Property, as opposed to the City having to deal with an objecting owner, when such connection is available. The proposal is also consistent with this goal because it does not seek approval of, nor does it require or contemplate, connection to any City water or sewer or storm system over the City's objection or before annexation occurs.

The Board finds that the proposal is consistent with Economic Element(h), which states that it is a major economic goal of the County to ensure "Development of a strong tourist economy in appropriate areas." The Board finds that the proposal has no impact on this goal and therefore is consistent with it. The Board finds that the same uses that could be developed on the property now, can be developed on the property in the future (until a new commercial zone is applied upon City annexation), with the one exception the proposal allows an additional allowed use being provided – a single specialty trade contractor (electrical contractor) and their associated warehousing. The Board finds that the area is not identified by the City or the County as an "appropriate area" for tourist related uses. The Board finds that the facts that there is a wrecking yard adjacent to the subject property and that the property is ineligible for annexation due to distance, makes it implausible that the property could be an appropriate area to contribute to the development of the tourist economy in the foreseeable future.

The Board finds that the proposal is consistent with Economic Element(i), which states that it is a major economic goal of the County to ensure "Achievement of a natural resource use pattern which provides for tomorrow's needs, today's needs and the protection of the environment." The Board finds that the proposal has no impact on this goal and therefore is consistent with it. The Board finds that the Subject Property is not in an area with a "natural resource use pattern" now and given that it is has a plan designation of "Commercial," and is in the City's UGB with no particular natural features on or around it, the Board finds that the Subject Property is not going to become a natural resource area.

The Board finds that the proposal is consistent with the economic goals of the County.

Concerning the description of the land use classifications, the Board finds that the CG zone implements the Commercial plan designation that applies. The Board finds that applying the CG zone as proposed here with the LU Overlay meets this standard. The Board further notes that when comparing between Marion County and Woodburn's Commercial General codes, Marion County's CG zone is consistent with the City of Woodburn's version of this zone. In Woodburn's version of the CG zone, outdoor storage for contractor shops is not permitted. The City has expressed concern about the proposed zone change to the extent that it would allow outdoor storage. To avoid the impact that the City objects to concerning outdoor storage, the Board imposes a condition of approval prohibiting outdoor storage in the approved CG zone.

The Board finds that the proposed zone change is consistent with the Marion County Comprehensive Plan and that this standard is met.

B. Adequate public facilities, services, and transportation networks are in place, or are planned to be provided concurrently with the development of the property.

With respect to transportation networks, the Board finds that the subject parcel is adjacent to Highway 99E. The Board finds that the evidence in the record from registered transportation engineer Chris Clemow demonstrates that the traffic trips generated by the uses allowed by the proposed zone – as limited by the LU overlay - are already accounted for considering the commercial comprehensive plan designation, and Marion County's Transportation System Plan, and the Board so finds. The Applicant's transportation engineer, Mr. Clemow, also submitted evidence that the allowed uses under the proposed zone change with the LU Overlay will have transportation impacts that are the same or less than uses that are now allowed in the existing UT-5 zone. The Board finds that evidence to be credible and persuasive and agrees with it.

The Board finds that there is no dispute that Highway 99 is adequate to support the uses allowed by the proposed zone change. The Board finds that Highway 99 has no capacity limitations or other limitations at the subject property, as Mr. Clemow's report confirms and the Board so finds.

Accordingly, the Board finds that there are adequate transportation networks in place to serve the Subject Property concurrent with any development of the property for uses allowed in the proposed County CG zone with the LU Overlay applied.

Concerning "adequate public facilities, services" being "in place *** concurrently with the development of the property", the Board finds this standard is met. First, the Board finds that that the "public facilities" referred to by this standard are adequate domestic water, adequate sewage disposal and adequate stormwater management and that those facilities can either be systems or individual facilities provided on individual properties (*i.e.* a domestic well, a septic system and a single-property private stormwater management system). The Board also finds that the referenced public services are fire and police services. There is no dispute about the adequacy of public services being in place at the time of the development of the Subject Property with the uses allowed under this zone change. In this regard, there is no dispute that there is adequate fire and sheriff patrol services available to the property now and that that will continue to be the case at the time the property is developed with the uses allowed by this zone change. The Board finds that adequate

public services either are in place or will be in place concurrently with the development of the property.

Regarding public facilities, the Board observes that presently, there are neither publicly *owned* water nor publicly *owned* sewer nor publicly *owned* storm facilities available to the subject parcel and the nearest of those publicly *owned* facilities are located more than 500 feet away from the subject property. The City of Woodburn testified that it will not be extending any of those facilities that it owns to the property in the next few years. The Board finds that City of Woodburn publicly owned facilities of water, sewer and stormwater are not available to be extended to the property at this time. The Board also finds, however, that the evidence in the record demonstrates that each of these types of public facilities and services – domestic water, sewerage, and storm facilities - will be provided to the Subject Property by the property owner, using an individual domestic well, individual septic system and individual storm water management system specific to the subject property, prior to or concurrently with the development of the Subject Property with uses allowed in the proposed zone. The Board finds that this meets the standard.

The City argues that this standard requires City owned facilities and services be available to the Subject Property by the time it is developed with uses allowed by the zone change.

The Applicant argued that this standard is functional and looks to facility and service types, not ownership and argued that the standard requires a showing that there is or will be by the time of development, adequate domestic water, adequate sewerage disposal and adequate storm water management – provided by either a public or private provider, the latter including a single owner.

The Board agrees that the Applicant’s interpretation of the standard is correct.

Specifically, the Board interprets that the standard may be met if there is evidence demonstrating that adequate publicly owned or privately owned – water, sewerage (including a septic system) and storm water disposal will be available to the Subject Property concurrently with its development with the uses allowed by the proposed zone change. The Board finds that the ownership of the facility or service is not the operative requirement of the standard. The Board finds the operative requirement is that the facility or service itself adequately exists at the time of property development and is of a type generally understood to be facility and service types that members of the public must have in place to develop their property. The Board finds that its interpretation is consistent with the text, context and purpose of the standard.

In this regard, the phrase “adequate public facilities, services, and transportation networks” describes the types and capacity of infrastructure and service systems available to serve development, not the identity of the entity that owns or operates them. The Board finds that the standard is functional and asks whether, at the time of the development allowed by the zone change, the Subject Property will be served with adequate transportation networks regardless of whether they are public or privately owned, and whether the property will be served with adequate publicly or privately owned domestic water, sanitary sewer (including an individual septic system), stormwater management, police and fire protection. Indeed, development in much of the unincorporated urban areas throughout the county has occurred with privately owned domestic water, sanitary sewer, and stormwater facilities.

The Board finds that nothing in the text of the standard ties the adequacy of these facility and service types to public ownership or to a requirement that facilities be owned by a particular government. If the Board had intended an ownership limitation, the standard would have been written to say so (for example, by requiring “publicly owned” facilities, “City facilities,” or facilities “provided by a special district or local government”). Instead, the standard uses broad system terms—facilities and services—that the Board finds commonly include public, quasi-public, and privately owned components – which the Board finds meets this standard so long as they are available at the time of development and sufficient to meet the demand of development allowed by the proposed zone change, both of which the Board finds is the case here.

Additional support for the Board’s interpretation of this standard is found in the MCC definition of “public utilities,” to “mean water, gas, sanitary sewer, electricity, telephone, and wire communication service, and CATV (cable television) service lines, mains, pumping stations, reservoirs, poles, underground transmission facilities, substations, and related physical facilities ***.” Many of those are provided by private companies (for example NW Natural Gas, PGE, AT&T are all private). This reinforces that the use of the term “public” does not describe ownership, but rather a facility/utility type that the public would rely upon when they go to develop their private property.

Other support can be found in the state law definition of public facilities in OAR 660-011-0005(5) which states it “includes water, sewer, and transportation facilities” and OAR 660-011-0005(6) which describes a “public facility project as one that is either “funded *or utilized*” by members of the public. (Emphasis supplied.) Similarly, the state law prohibition on “sewer service to rural lands” under the Goal 11 “Public Facilities Planning” rule, OAR 660-011-0060(1)(b)(f), prohibits extending a “sewer system” outside of UGBs, which refers to a “sewer system” that serves one or more lots or parcels, by *either* a public or private provider. Again, it is not ownership that matters, but the adequacy of water, sewer and storm services.

Moreover, further support for the Board’s interpretation is found in the context of the provision, in that the County similarly requires “adequate public facilities and utilities” in the County’s *Rural Code* in Title 17 as an approval standard for zone changes outside of UGBs. MCC 17.123.060(C). However, the County’s acknowledged rural code, MCC Chapter 17 to include MCC 17.123.060(C) only applies outside of UGBs. State law generally forbids publicly owned facilities or utilities being extended outside of UGBs – to the “rural” areas covered by the County’s “rural” code. If this standard were interpreted to apply only to publicly *owned* or entire systems as opposed to allowing for a showing of adequate individual facilities of a single domestic well, or a septic system, or a single lot or parcel storm management facility by the time of the development authorized by the zone change, then there would be no point in the County code including a provision authorizing zone changes at all because, as a practical matter, no zone change could ever be approved in the areas of the County outside of UGBs. The Board finds that is not what the County intends by applying the standard as a basis for approval of zone changes.

The Board finds the evidence presented by the Applicant persuasive and credible that adequate public facilities of a single domestic water well, single septic system and single storm management system, transportation networks and public services are in place or planned to be

provided concurrently with the development of the property. Accordingly, the Board finds that this criterion is met.

C. *The request shall be consistent with the purpose statement for the proposed zone.*

The proposed zone is the County CG (Commercial General) zone. The County CG zone's purpose statement listed under MCC 16.07.000 states:

The purpose of the CG (commercial general) zone is to provide areas suitable for warehousing, wholesale commercial sales and services with related outdoor storage or retail sales. The commercial general zone is appropriate in those areas designated commercial in the applicable urban area comprehensive plan where the location has access to an arterial street or highway for transport of bulk materials and where impacts associated with permitted uses will not create significant adverse impacts on local streets or residential zones.

The Board finds that the proposed CG zone is appropriate for the underlying Comprehensive Plan designation of Commercial. The Subject Property is in the "urban area" and is adjacent to Highway 99E, a highway. The Board finds that it is in an area suitable for warehousing or wholesale commercial sales and services because the property has access to Highway 99 and the impacts of the authorized uses in the proposed zone will not create significant adverse impacts on local streets or residential zones, because neither are near to the Subject Property. Moreover, the Board observes that the proposed zone with the LU Overlay only allows UT uses that are now authorized in the UT that are also authorized in the CG zone plus the additional use of a single type of specialty contractor (electrical contractor) and their associated warehousing the CG zone allows under MCC 16.07.010(A)(3). The proposed zone change is consistent with the purpose statement for the CG zone. This standard is met.

D. *If the proposed zone allows uses more intensive than uses in other zones appropriate for the land use designation, the proposed zone will not allow uses that would significantly adversely affect allowed uses on adjacent properties zoned for less intensive uses.*

The Board finds that this standard has two elements. First, it applies when the proposed zone allows uses that are "more intensive" than uses allowed in other County Commercial zones. Second, when the standard applies, then the uses allowed by the proposed zone must not have a significant adverse effect on adjacent properties that are themselves zoned for less intensive uses. Each element of the standard is addressed separately below.

As explained below, the Board finds that the proposed zone change, as limited by the LU Overlay, will not allow uses that are more intensive than the uses allowed by other County commercial zones. In the alternative and as a precaution only, the Board also finds that even if the uses allowed by this zone change were more "intensive" than uses allowed by other County commercial zones, they do not "significantly adversely impact allowed uses on adjacent properties that are zoned for less intensive uses." Regarding the latter, the Board finds that there

are no adjacent properties that are zoned for less intensive uses than the uses allowed by this zone change.

1. **The proposed zone does not allow uses that are “more intensive” than uses allowed in other County Commercial zones that implement the Commercial Plan Designation,**

County commercial zones implement the Commercial plan designation that applies to the Subject Property. There are five such County commercial zones that implement the “Commercial” Plan designation that applies: Commercial Office, Commercial Retail, Highway Commercial, Industrial Commercial and the subject CG zone.

The proposed zone change to Commercial General (CG) with the LU Overlay will allow only a limited suite of uses to control impacts in response to concerns expressed by the City of Woodburn. Specifically, this zone change will only allow uses that are both allowed in the UT zone and the CG zone plus one new use type allowed in the CG zone of a single specialty contractor and associated warehousing – specifically a single electrical contractor and its associated warehousing. The Board finds that all are allowed by the CG zone and that specifically this single additional electrical contractor and associated warehousing use is allowed in the CG zone per MCC 16.07.010(A)(3). The uses allowed under this zone change are limited to the following under the LU Overlay that is also applied by this decision:

Uses permitted out right:

- SIC 1731, Electrical contractor business and associated warehousing
- MCC 16.25, Permitted Uses Generally
- MCC 16.31, Signs

Uses permitted conditionally:

- One dwelling unit or lodging room in conjunction with a commercial use.
- Educational services, SIC 82.
- Social services, SIC 83.
- Amusement and recreation services, SIC 79.
- General government, not elsewhere classified, SIC 919.
- Fire protection, SIC 9224.
- Administration of economic programs, SIC 96.
- Public utilities* without outdoor truck parking or outdoor material storage.
- The following use is additionally subject to the special standards in Chapter 16.26 MCC: Religious organization and membership organization, SIC 86 (see MCC 16.26.600).

The one new allowed CG use of a single electrical contractor business with associated warehousing is within the SIC Classification of “17” authorized as a permitted use in MCC

16.07.010(A)(3). In this regard, MCC 16.49.246 establishes that “SIC” designation means the Standard Industrial Classification Manual published in 1987, as referenced in MCC 16.35.220. The relevant SIC Manual, published in 1987, is maintained by the Occupational Safety and Health Administration:

SIC Code 1731-01 Description (6-Digit)

Electric Contractors are companies that specialize in the installation, maintenance, and repair of electrical systems in residential, commercial, and industrial settings. They are responsible for ensuring that electrical systems are safe, functional, and up to code. Electric Contractors work with a variety of clients, including homeowners, businesses, and government agencies. They may work on new construction projects, remodels, or repairs.

Parent Code - Official US OSHA

1731 - Electrical Work

Official 4-digit SIC codes serve as the parent classification used for government registrations and OSHA documentation. The marketing-level 6-digit SIC codes extend these official classifications with refined segmentation for more precise targeting and detailed niche insights. Related industries are listed under the parent code, offering a broader view of the industry landscape. For further details on the official classification for this industry, please visit the [OSHA SIC Code 1731](#) page

Tools

Wire strippers	Circuit tracers	Crimping tools
Pliers	Multimeters	Cable pullers
Screwdrivers	Power drills	Cable ties
Voltage testers	Hole saws	Label makers
Cable cutters	Reciprocating saws	Insulation testers
Conduit benders	Pipe threaders	
Fish tapes	Pipe cutters	

Industry Examples of Electric Contractors

Residential wiring	Solar panel installation	HVAC electrical work
Commercial lighting	Generator installation	Data center electrical systems
Industrial machinery installation	Security system wiring	
Electrical system maintenance	Fire alarm system installation	

MCC 16.35.220(A) recognizes that uses can be functionally described in the MCC or described with reference to their SIC code. The MCC 16.35.220(C) also recognizes that uses can be neither described in the SIC or the MCC, and, in that case, their “ordinarily accepted meaning” is what should be used to describe such uses. MCC 16.35.220(A) further provides that if the relevant use is defined in the MCC, then the MCC definition “takes precedence” over the relevant SIC classification. MCC 16.35.220(A) states that when an SIC code is attached to uses in the MCC then that is not definitive to describe the use but rather “is an aid to interpretation.” Accordingly, per the latter, the Board finds that where a use is described in the SIC Code, that the SIC Code provides the interpretive scaffolding for the scope of the allowed use, but that the Board may interpret and apply limiting parameters for the use.

Here, the CG zone to be applied under this zone change describes the relevant use as “Construction contractor’s offices and related outdoor storage, SIC 15, 16, 17.” This use is not defined in MCC 16.49. Therefore, the SIC Code of 15, 16 and 17 applies an “aid to interpretation” of the scope of that use.

The SIC subset under SIC 17 that applies here is SIC 1731 to which the LU Overlay attaches to limit CG uses on the property. SIC Code 1731 is for “electrical work”, which is an SIC

subcategory that falls under SIC Code “Division C Construction” and further falls under “Major Group 17: Construction Special Trade Contractors”. The Board finds that the specific type of use allowed under SIC 17 per MCC 16.07.010(A)(3) and specifically SIC 1731 which the LU Overlay limits this allowed use category to for this zone change, is a single electrical contractor business and associated warehousing. Regarding the authorized associated warehousing, the Board finds that even though “associated warehousing” is not specifically identified as an allowed use under SIC Code, 15, 16 and 17, the Board interprets the allowed uses in MCC 16.07.010(A)(3) to include associated warehousing. The Board finds that warehousing associated with permitted and conditional uses is not listed as allowed at all in any of the CG zone, but that the CG zone expressly contemplates warehousing as a component of allowed uses. In this regard, the purpose of the CG zone begins by observing that the purpose of the CG “zone is to provide areas suitable for warehousing ***.” The Board finds that “warehousing” is an implicit allowed use authorized as a part of the uses that MCC 16.07.010(A)(3) - “Construction contractor’s offices and related outdoor storage, SIC 15, 16, 17,”- authorizes.

As noted, the LU Overlay is being applied to the Subject Property to limits the uses authorized by this zone change to uses allowed in the UT zone that are also allowed in the CG zone and a single electrical contractor with associated warehousing which is a use described in SIC Code 1731, all of which is designed to limit impacts in response to concerns expressed by the City of Woodburn.

Also, in response to concerns by the City of Woodburn, outdoor storage is prohibited for any use that is established under the proposed zone change. Other conditions are imposed on this zone change to respond to Woodburn’s concerns.

The Board finds that the question under the first part of this standard is whether allowing the limited suite of CG authorized UT uses that are now allowed on the property and in the CG zone plus the newly permitted SIC 1731 use of a single electrical contractor business and associated warehousing allows uses that are “more intensive” than the uses allowed by other candidate County CG zones. The Board finds the proposed zone change does not allow uses that are “more intensive” than uses allowed in other candidate Commercial zones.

First, the Board interprets the terms “more intensive” used by this standard to refer to uses allowed in the proposed zone with LU Overlay having significantly greater impacts such as traffic and adverse visual impacts than the potential impacts associated with uses allowed by the other candidate commercial zones. While tautological, the Board finds that uses with the same impacts do not have greater impacts and would not be “more intensive.” The Board finds that “more intensive” uses have noticeably more impacts than uses allowed in other candidate commercial zones. In this regard, Websters Online Dictionary defines the term “intensive” to mean: “of, relating to, or marked by intensity or intensification: such as (a): highly concentrated,” and “tending to strengthen or increase.” Websters defines the term “intense” as “existing in an extreme degree.” Thus, the Board finds that the use comparison under this standard asks whether the uses in the proposed zone with the LU Overlay are noticeably more extreme in degree than uses that are allowed in other candidate Commercial zones.

At the outset, the Board notes that there is no dispute that the proposed zone is not “more intensive” than the Highway Commercial and Industrial Commercial zones. The Highway Commercial zone authorizes gas stations and automotive dealers among other uses that are clearly at least as intensive in terms of traffic, visual and other impacts, than the uses allowed by the proposed zone change with LU Overlay. By their nature, gas stations and automotive dealers are auto-oriented and rely upon frequent visits by members of the public for their business. Similarly, the Industrial Commercial zone authorizes “Building Materials, hardware, garden supply and mobile home dealers,” “general merchandise stores” “food stores” and “automotive dealers” among others that are also clearly at least as intensive if not more intensive than the uses allowed by the proposed zone change with LU Overlay, in terms of traffic and visual impacts. The Board notes that the IC zone also allows “Construction contractor’s offices and related outdoor storage, SIC 15, 16, and 17” per MCC 16.09.010(6), that are not limited as here and so would allow outdoor storage, which the proposed zone change prohibits. The City has argued that allowed CG uses with outdoor storage are particularly impactful to the City. Therefore, the Board finds that this facet of the IC zone – that it allows outdoor storage for specialty contractors – is “more intensive” than the uses allowed by the proposed zone with the LU Overlay. The Board finds that the proposed zone is not “more intensive” than the uses allowed in either of the HC or IC zones.

The Board finds that the Commercial Office, Commercial Retail zones allow the UT uses allowed by this zone change but that those zones do not allow an electrical contractor business and associated warehousing. The Board finds that the UT uses allowed by the proposed zone change are not “more intensive” than the uses allowed in the CO or CR zones.

The question then under this standard is whether this zone change allowing a single electrical contractor’s business with associated warehousing is “more intensive” than the uses authorized by the CO and CR zones. The Board finds that it is not.

CR explicitly allows (outright) major use categories that are “more intensive” because they generate more traffic, longer operating hours, and customer turnover, including: Retail sales categories (building materials/hardware, general merchandise, food stores, apparel, furniture, miscellaneous retail); Eating and drinking places; Hotels and lodging; Entertainment / recreation uses (theaters, bowling, dance studios, etc.) The Board finds that the proposed zone is not “more intensive” than the uses allowed in the County’s CR zone.

The CO zone is designed for “professional and general commercial offices, membership organizations, similar low intensity, nonretail commercial services and medium density residential accommodations.” MCC 16.05.000. Uses the CO zone allows include “organization hotels and lodging houses on membership basis” (MCC 16.05.010(8)), and offices for a variety of professionals, all of which would have a greater number of daily trips, parking demand, and intensity of site use versus a single electrical contractor and associated warehousing. Further, the Board finds that per MCC 16.05.010(40) and MCC 16.25.200(H),¹ the CO zone allows all uses

¹ “Subject to the requirements in subsection (H)(2) of this section, uses permitted outright in certain zones are permitted as an accessory use in a more restrictive zone as follows:

allowed under MCC 16.25. MCC 16.25 in turn allows as accessory uses *all of the uses that are allowed in the CR zone* (MCC 16.06.010). Thus, in the CO zone, general merchandise stores, food stores, eating and drinking places, hotels, gas stations, automobile dealers etc. are all allowed – so long as they are accessory to a MCC 16.05 use.

For example, there could be in the CO zone an automobile parking use plus an accessory café, or an international affairs center and associated accessory retail store and café, or a vocational school teaching automotive repair and associated accessory car sale lot with fueling positions, and so forth. The Board finds that the proposed zone is not “more intensive” than the County’s CR and CO zones.

Moreover, the Board observes that each of the CO and CR zones allow “schools (CO zone - MCC 16.05.010(A)(2), (22) and MCC 16.06.010(A)26), (33)), which the Board finds Mr. Clemow’s traffic analysis dated May 14, 2025, establishes have significantly greater traffic impacts than the uses allowed by the proposed zone change with the LU Overlay. Therefore, the traffic impacts of uses allowed in the CR and CO zones are significantly greater than the traffic impacts from a single electrical contractor and associated warehousing as described in Mr. Clemow’s report. That alone makes the CO and CR zones “more intensive” than the proposed zone. Finally, the Board observes that any single electrical contractor and associated warehousing established on the property will be consistent with the site plan submitted by the Applicant per a condition imposed by this decision to respond to Woodburn’s concerns and limit impacts.

The Board finds that the proposed zone with the LU Overlay is not “more intensive” than the other candidate commercial zones.

2. **Even if the proposed zone change does allow uses that are more intensive than uses in other possible commercial zones that implement the Commercial Plan designation, there are no adjacent zones zoned for less intensive uses and even if they were zoned for less intensive uses, the uses allowed by the proposed zone will not allow uses that will have a significant adverse affect on such adjacent properties that are zoned for less intensive uses.**

As explained above, the Board finds that the uses allowed by the proposed zone with the LU Overlay applied are not “more intensive” than the uses allowed in the candidate County

1.**** Uses permitted in MCC 16.06.010 of the CR zone, other than a medical marijuana dispensary*, are an accessory use in the CO zone. Uses permitted in MCC 16.07.010 of the CG zone are allowed as an accessory use in the CR zone. Uses permitted in MCC 16.11.010 of the IG zone are permitted as accessory uses in the IP zone.

2. Requirements.

- a. The area occupied by accessory uses permitted in subsection (H)(1) of this section shall not exceed 40 percent of the area occupied by uses permitted outright or conditionally in the primary or overlay zones.
- b. Any development requirements in Chapters 16.24 and 16.26 through 16.34 MCC shall be met for the accessory use as if it was a primary use.
- c. The accessory use shall be located on the same lot as the primary use and any structures associated with the accessory use shall be owned or leased by the owner of the primary business.
- d. The allowance of accessory uses in a more restrictive zone shall not be considered a basis for a zone change to a less restrictive zone.

commercial zones. Accordingly, the Board finds it is unnecessary to proceed to the second part of this standard concerning adverse impacts on adjacent properties in less intensive zones. Rather, the Board finds and reinforces that the second part of the standard is only triggered if the uses allowed by the proposed zone with the LU Overlay applied are “more intensive” than the uses allowed in the candidate County commercial zones. As explained above, the Board finds that the second part of this standard is not triggered and there is no need to address it.

However, as a precaution and without waiving the County’s position that it is unnecessary to do so, the Board determines that the second part of the standard is also met, if it applies. In this regard, the Board interprets this standard to require that the proposed zone, with the LU Overlay applied, will not allow uses that will have a significant adverse effect on the current uses of adjacent properties that are zoned for less intensive uses. As discussed below, the proposal does not allow uses that will have a significant adverse effect on adjacent properties that are zoned for less intensive uses.

First, none of the adjacent properties are zoned for less intensive uses. All of the surrounding properties are zoned UT except for one zoned Public and one zoned EFU. The “allowed” uses on the “adjacent properties” include, for the UT zone, the full list of UT permitted and conditional uses; for the Public zone, the full list of permitted and conditional uses; and for the EFU zone, the full list of permitted and conditional uses.

The Board finds that the Public zone allows more intensive use than the uses allowed by this zone change. The Public zone allows “terminal and service facilities for motor vehicle transportation.” This use describes places where people are picked up and dropped off or transferred for paid passenger travel by road vehicles plus support staff and can include passenger terminal functions: waiting areas, ticketing/check-in, customer service counter, luggage handling, platforms/bays, vehicle operations: bus/shuttle/van staging areas, layover space, dispatch/operations office, as well as service/maintenance support: fueling/charging, washing, light maintenance/inspection, driver break room, storage, parts/equipment. The Board finds that such uses are at least as intensive if not more intensive than the uses allowed by the proposed zone change. Thus, the Board finds that the proposed zone does not authorize uses that are “more intensive” than zones that apply to adjacent properties.

The UT zoned properties allow uses that allow the same traffic impacts as the majority of the uses allowed by this zone change which are predominately UT allowed uses that are also allowed in the CG zone. It is axiomatic that the same uses cannot be “more intensive” than another of the same use. Further, the undisputed evidence in the record demonstrates that many CG uses that will continue to be allowed under this zone change have far greater traffic impacts than the single electrical contractor business with associated warehousing that is allowed by the proposed zone. Specifically, the Board finds that the proposed zone will allow “Educational Services” which includes public and private schools. As the evidence below demonstrates, the Board finds that allowed educational use on the surrounding properties zoned UT demonstrates that the UT zone allowed uses here in the new CG zone as limited by the LU Overlay, are as intensive in terms of traffic impacts and the proposed zone and in particular the Board notes that UT zone uses are more

intensive than the traffic impacts of the one new allowed use of a single electrical contractor with associated warehousing:

TL#1 – TABLE 1 – DEVELOPMENT TRIP GENERATION ¹									
Development	ITE Code	Size	Daily Trips	AM Peak Hour			PM Peak Hour		
				Enter	Exit	Total	Enter	Exit	Total
Current Marion County UT-5 Zone – Conditional Uses									
Private School (K-8)	530	200 Students	822	113	89	202	24	28	52
— OR —									
Day Care Center	565	50 Students	205	21	18	39	19	21	40
— OR —									
Library	590	10,000 SF	721	7	3	10	39	43	82
Proposed Marion County CG Zone – Specific Development									
Specialty Trade Contractor	180	5,000 SF	49	6	2	8	3	7	10
Warehousing	150	32,500 SF	56	4	2	6	2	4	6
Total Proposed Development			105	10	4	14	5	11	16

¹ Trip generation estimated using the *Average Rate* per recommended practice in the ITE *Trip Generation Handbook*, 3rd Edition.

As noted here and elsewhere this zone change as conditioned will only allow the property to be developed with UT zone uses now allowed on the property (that are also allowed in the CG zone) and a single additional allowed use of one electrical contractor with associated warehousing so long as it is established on the property substantially in conformity with the Applicant’s submitted site plan.² The Board agrees with the Applicant that as conditioned, the impacts of the proposed zone change are modest, do not have significantly greater impacts such as traffic and adverse visual impacts than the potential impacts associated with uses allowed in the UT zone. Put another way, the Board finds that the proposed zone will not have noticeably more impacts in any extreme degree than uses allowed in the UT zone. Therefore, the Board finds that the allowed uses under the proposed zone change are not “more intensive” than the allowed uses in the UT zone that applies to adjacent properties.

The remaining adjacent zone is the EFU zone. The Board finds that the EFU zone allows uses that are “more intensive” than the uses allowed by the proposed zone change and so, put in reverse, the proposed zone does not allow uses that are more intensive than the EFU zone. The EFU zone allows multiple agritourism events under MCC 17.136.040(9); a winery (MCC 17.136.040(B)), cider business or farm brewery (MCC 17.136.040(P) and (Q)); as well as “public and private schools” (MCC 17.136.040(D) – except that the design capacity of school buildings must be for 100 people or less; a slaughterhouse (MCC 17.136.040(F)); landscape contracting business (MCC 17.136.040(D)(6)); and “commercial activity in conjunction with farm use” MCC 17.136.060(D). The Board finds that each of these uses are at least as intensive as the uses allowed

² As the Applicant explained, the site plan was submitted to respond to City of Woodburn concerns about the one new allowed CG use to demonstrate and limit its impacts.

by the proposed zone change – as limited by the LU overlay. In particular, the Board finds the following:

- Commercial activities in conjunction with farm use are allowed in the EFU zone and can be intensive and involve significant traffic. *See Friends of Yamhill County v. Yamhill County*, 255 Or App 636 (2013).
- As demonstrated in Mr. Clemow’s traffic report submitted with the application, dated February 14, 2025, a 12,000 sq ft “nursery/garden center” generates significantly more traffic trips than uses allowed in the proposed zone. The Board finds that a “nursery garden center” can be a type of “landscape contracting business” that is allowed in the EFU zone if selling products produced on the farm – as is occurring on the nursery that is across Highway 99 from the Subject Property.
- The Board finds that even with a 100 person design limit on public or private schools, the EFU authorization of the use of public and private schools is at least as intensive as the uses allowed by the proposed zone change. Put another way, both the proposed zone and the EFU zone allow the use of the property with a school with a total 100 person design limit. The Board finds that cutting in half the traffic trips outlined in Mr. Clemow’s report to account for a 100 person building design limit, the EFU zone authorization of “public and private schools” authorizes a use which is at least as intensive if not more so than the uses allowed in the proposed zone. In particular, the Board observes that Mr. Clemow’s report establishes that a 200-student private school generates significantly more traffic than a single electrical contractor with associated warehousing. The Board finds that even cutting the student load in half, based upon Mr. Clemow’s analyses, which the Board finds credible and persuasive, a private school will still generate significantly greater trips than the one new allowed electrical contractor use authorized for the proposed zone.

The Board finds that the proposed zone does not allow uses that are “more intensive” than uses that are allowed in the zones applied to adjacent properties. The Board finds that as compared to uses allowed in the EFU zone, the proposed zone does not allow uses will have noticeably more impacts in any extreme degree than uses allowed in the EFU zone. Put another way, the Board agrees with the Applicant that as conditioned, the impacts of the proposed zone change are modest, and do not have significantly greater impacts such as traffic and adverse visual impacts than the potential impacts associated with uses allowed in the EFU zone.

However, the Board also finds in the alternative, that even if the uses in the proposed zone are more intensive than uses allowed in the zones on adjacent properties, that the uses allowed by the proposed zone change will not have a “significant adverse affect” on the uses that are now occurring on those properties, in those zones.

To begin with, the Board finds that Websters Dictionary defines the term “significant” to mean “having meaning”, “full of import” having or likely to have influence or effect: important” and “large enough to be noticed or to have effect.” The Board interprets the term “significant adverse effect” here to refer to an adverse effect that is large enough to be noticed and important to the occupants of adjacent property.

The Board additionally interprets this standard to look only at impacts from uses allowed under the proposed zone change on uses that are now being made of adjacent property.

The Board further interprets this standard to mean that uses that are now allowed as permitted or conditional uses in the existing UT zone, cannot “significantly adversely affect” allowed uses on adjacent properties under this standard – regardless of whether those adjacent properties are zoned for less intensive uses. This is because the UT zone that now applies to the property already allows uses with impacts and potential impacts that adjacent properties can or do experience under the current UT zoning. Those UT zone use impacts are unchanged under the proposal – except that the proposed zone with the LU Overlay allows fewer UT uses than are now allowed on the subject property because the proposed zone change limits the allowed UT zone uses to those that are allowed also in the CG zone. Accordingly, the Board finds that the only use that the Board must consider under this second prong of the standard, is the new allowed CG use of a single specialty trade contractor – specifically a single electrical contractor under SIC Code 1731 - and associated warehousing allowed under MCC 16.07.010(A)(3), as that use is conditioned to be established in this decision.

The transportation impacts of the single new electrical contractor use that this zone change will allow are described in the Applicant’s transportation reports dated February 14, 2025, and May 14, 2025, prepared by Mr. Clemow. The Board finds the traffic impacts described by Mr. Clemow to be credible and correct including in the analyses for the one new CG use that this zone change will allow. The Board finds that the transportation impacts of that one newly allowed use are modest and will not cause any “significant adverse impact” on the uses now being made on adjacent properties. In this regard, to further limit the impacts of the zone change, the Board imposes a condition of approval that any electrical contractor and associated warehousing developed on the site be substantially in conformity with the Applicant’s submitted site plan upon which Mr. Clemow’s transportation analysis was framed and that there be no outdoor storage.

Uses on adjacent properties include a wrecking yard (auto wrecking and recycling). The evidence in the record demonstrates that such uses have significant traffic and visual impacts and the Board finds that the uses allowed in the proposed zone will not have a significant adverse impact on the uses being made of adjacent properties. The Board further observes that no one argued that the uses on adjacent properties would experience significant adverse impacts under the proposed zone change. Adjacent properties also include a cemetery on the Public zoned property. That cemetery now coexists with the wrecking yard with no known issues. The Board finds that the impacts of the one new use allowed by this zone change – as it is conditioned by this decision - will not cause any significant adverse impacts to the cemetery use of the adjacent property zoned Public. Finally, the Board finds that the remaining property to be evaluated in the EFU zoned property across Highway 99 from the subject property that is a commercial nursery. That use is located on Highway 99. It is also adjacent to the wrecking yard and contractor yard described above. As conditioned, the Board finds that the use made of that property will not have any significant adverse impacts from the one new use that is allowed by this zone change, as conditioned.

For the above reasons, the Board finds that the one new allowed single electrical contractor shop and associated warehousing as conditioned by this decision will not have a significant adverse impact on uses on adjacent properties. Accordingly, the Board finds that this standard is met.

Limited Use Overlay Zone

3. MCC 16.22.010 explains the purpose of the limit use overlay zone:

*The purpose of the limited use overlay zone is to reduce the list of permitted or conditional uses in a zone to those that are suitable for a particular location. Zones permit a number of uses without notification or opportunity for a hearing, because the uses are considered generally acceptable, although type and intensity of activity may vary. Zones also include conditional uses that may be permitted if certain criteria are met. However, on a particular property certain of these uses may conflict with adjacent land uses or may not be considered suitable for a particular site. **Rather than deny a zone change because the proposed zone would allow an objectionable permitted or conditional use, the limited use overlay can be used to identify the appropriate uses and either require a conditional use permit for other uses normally permitted in the zone or delete objectionable permitted or conditional uses from the zone or to limit, modify or restrict a specific permitted or conditional use. It is the intent that the maximum number of acceptable uses be permitted so that the use of the property is not unnecessarily limited.***

MCC 16.22.010 establishes that the purpose of the LU zone is to reduce the list of permitted or conditional uses in a zone to those that are suitable for the site. The City of Woodburn has expressed numerous suitability concerns. The LU zone is applied to significantly reduce the list of allowed uses to respond to the City's concerns.

MCC 16.22.010 requires that, if possible, zone changes are to be approved using the LU zone as mechanism to resolve conflicts.

The Board interprets MCC 16.22.010 as appropriate to apply here. As noted, the City of Woodburn objects to the potential uses that could be authorized by the proposed zone change. The Applicant offered to limit the potential uses of the subject property to "identify the appropriate uses" and to "delete objectionable permitted or conditional uses from the zone" as well as "to limit, modify or restrict a specific permitted or conditional use." The City was concerned that uses requiring City services could be established if the CG zone is applied and also argued that CG uses could be established that had particular impacts that the City finds objectionable like outdoor storage. The Board finds that the application of the LU overlay resolves the identified concerns.

Thus, per the purpose of the LU Overlay, the Board finds that rather than deny the requested zone change, the County may implement a limited use overlay to limit allowable uses in the proposed CG zone. In this regard, the applicant has specifically requested that the only new CG use to be allowed is SIC 1731, electrical contractor business and associated warehousing. The applicant also requested to include the uses permitted in the UT zone that are also allowed by the CG zone. The Board observes that not all permitted or conditional uses in the UT zone are permitted or conditional uses in the CG zone. All of those UT zone uses that are allowed in the CG zone are listed in Exhibit B under condition J which outlines the uses permitted on the subject parcel under the Limited Use Overlay Commercial General zone established by this approval. In summary, the

limited use overlay will restrict the proposed CG zone to only those uses which are currently outright permitted, or which could potentially be permitted as conditional uses under the UT zone and also are allowable in the CG zone, as well as a single electrical contractor business and associated warehousing. The only new use of the subject parcel that would be permitted by the proposed zone will therefore be the single electrical contractor business and associated warehousing.

The County policy on zone changes is to utilize a limited use overlay rather than deny an application whenever possible. The Board of Commissioners determines that this application presents a situation where a limited use overlay is appropriate. Therefore, the Board finds that this criterion is met.

16.22.030 Procedures and criteria for limited use overlay

The limited use overlay zone is applied at the time the underlying zone is being changed or by legislative action by the Marion County board of commissioners. It shall not be necessary to mention in the hearing notice of a rezoning application that this overlay zone may be applied. The ordinance adopting the overlay zone shall include findings showing that:

A. *No zone has a list of permitted and conditional uses where all uses would be appropriate;*

The Board finds that the proposed zone is proper for implementation of the underlying comprehensive plan designation of Commercial. The proposed CG zone is the most restrictive Commercial zone which permits all of the authorized uses to include SIC 1731. The criterion is met.

B. *The proposed zone is the best suited to accommodate the desired uses;*

The desired uses are an electrical contractor's business and associated warehousing, and a reasonable suite of UT uses. The Board finds the proposed zone is the best suited to accommodate the desired uses.

The purpose of the CG zone is established in the Marion County Urban Land Development Code at 16.07 and establishes that the zone is "appropriate in those areas designated commercial *** where the location has access to an arterial street and where impacts associated with permitted uses will not create significant adverse impacts on local streets or residential zones." The Board finds that describes the Subject Property. The Board also notes that the Subject Property is designated commercial. The CG zone allows an electrical contractor business and associated warehousing as a permitted use and also allows a reasonable number of UT zone uses. Other candidate commercial zones do not allow an electrical contractor business and associated warehousing as a permitted use (CO, CR and HC). The Industrial Commercial zone is poorly suited for the "desired uses" because it is only appropriate for "areas designated industrial" in the comprehensive plan. The subject Property is designated Commercial and not Industrial. The property is located on Highway 99, a highway. The criterion is met.

C. *It is necessary to limit the permitted or conditional uses in the proposed zone; and*

The subject parcel must rely upon onsite individual domestic water service, a septic system and individual property private storm water management because it is too far away from City of Woodburn infrastructure. This is a significant limiter on the uses that could be made of the property

that are otherwise allowed in the CG zone. The Board finds that continuing to allow some of the UT zone uses on the site plus the addition of a single electrical contractor shop and associated warehousing can appropriately function on a private well, septic system and storm water management system. Therefore, the Board finds that it is necessary to limit the CG zone with a limited use overlay. The Board finds that the criterion is met.

D. The maximum number of acceptable uses in the zone have been retained as permitted or conditional uses. The ordinance adopting the overlay zone shall by section reference, or by name, identify those permitted uses in the zone that become conditional uses and those permitted or conditional uses that are deleted from the underlying zone. A use description may be segmented to delete or require a conditional use for any aspect of a use that may not be compatible.

The proposed zone change retains all of the UT zone uses that are also allowed by the CG zone and authorizes the use of a single electrical contractor shop and associated warehousing. That is the maximum number of acceptable allowed uses under the proposed zone change. In this regard, the lens of acceptability is both the Applicant's lens and the City of Woodburn's lens. The applicant has stated that this suite of allowed uses is acceptable to them. This zone change also responds with the maximum number of allowed uses that can respond to the acceptability issues that the City of Woodburn has raised. All of the allowed uses that are permitted and conditionally allowed by this zone change are listed in Exhibit B conditions, as required. The Board finds this standard is met.

City of Woodburn/Marion County Urban Growth Coordination Agreement ("UGCA")

The Subject Property is situated within the Urban Growth Boundary of the City of Woodburn. The City and County are parties to an intergovernmental agreement called the UGCA. The UGCA specifies coordination processes between the city and County on certain land use matters. The City initially argued that the terms of the UGCA have been adopted into the County's Comprehensive Plan and are an approval standard for this zone change application, although the City later walked back this position at the appeal hearing. The Board finds that the UGCA has not been incorporated into the County plan or zoning ordinance as would be necessary for it to serve as an approval standard for individual land use applications, including this one. The Board finds that the UGCA is not listed in the MCC as a standard for zone changes. The Board finds that the UGCA does not create any land use requirements that apply to the applicant for this zone change application. All County-City coordination provisions in the UGCA have been met.

Importantly, when the City of Woodburn was asked during the appeal hearing if it was the City's position that the County does not have the authority to change the UT zone in land that the County is the land use authority of, the City testified that was not the City's position. The City testified it was not saying that the UGCA effectively allows the City to veto County land use decisions within the UGB, which the City acknowledged would be an "absurd" position. The City reiterated these concessions multiple times and fell back to arguing that the development was not a good fit for the area. The City's concessions at the hearing effectively waived prior arguments, resolved the core legal issues of the application, and limited the City's objections to a policy disagreement that the City acknowledged the County had authority to decide. The Board's

decision is consistent with what the City recognized to be the relevant legal standards at the hearing. Since the City withdrew most of its arguments about the UGCA, the following analysis is precautionary only.

The intent of the UGCA was to assist Woodburn with obtaining approval for its remanded UGB and not to independently set out any additional criteria for land use applications. Both the UGCA and a City ordinance with new land use criteria were adopted at the same time. If the UGCA independently created new land use criteria for applicants, then the City ordinance would not have been needed.

The City mistakenly argues that the UGCA was adopted as a land use ordinance by the County as a part of its Comprehensive Plan on December 14, 2015, in a joint city/County legislative hearing. Specifically, the city takes the position that: “the City and County concurrently adopted modifications to their respective Comprehensive Plans” at that meeting. The City is mistaken. The City points to meeting minutes and a *City* ordinance – *City Ordinance 2530*. However, at that meeting the County approved entering into the UGCA, but did not enter into it at that meeting and the County did not adopt or amend any land use regulation or comprehensive plan provision to include the County and did not adopt the UGCA as a part of the County’s comprehensive plan.³ The December 14, 2015 minutes and attachments the City discusses, do show that the City adopted certain documents concerning a court of appeals remand of LCDC’s approval of additions to Woodburn’s UGB. However, with respect to Marion County, the record does not demonstrate the same. Those minutes discuss “Marion County Ordinance Consideration” and that Marion County “read the Ordinance by title only twice” and that reading was “seconded” and that “Ordinance” “passed unanimously” by “emergency procedure.” The record does not shed much light on what “Ordinance” those minutes referred to. However, to the extent the Ordinance was City Council Bill 2922 and City Ordinance 2530, the Board finds that City ordinance was not adopted by the County as a land use ordinance then or later. There are several reasons why this is so.

First and foremost, Ordinance 2530 was by its terms a City ordinance not a County ordinance or County code amendment:

³The County entered into the UGCA later on December 23, 2015. The Board finds that the County did not then or later adopt any post acknowledgment plan or land use regulation amendments respecting the UGCA or apply post acknowledgment procedures necessary to do so to make the UGCA a part of the County Comprehensive Plan or its provisions a standard or criteria applicable to local land use applications.

COUNCIL BILL NO. 2992

ORDINANCE NO. 2530

AN ORDINANCE RESPONDING TO A LCDC REMAND ORDER BY ADOPTING AN URBAN GROWTH BOUNDARY; AMENDING THE WOODBURN COMPREHENSIVE PLAN AND URBAN GROWTH COORDINATION AGREEMENT TO DESIGNATE AN URBAN RESERVE AREA AND CREATE TWO 20-YEAR UGB EXPANSION LIMITATIONS; MAKING LEGISLATIVE FINDINGS TO EXPLAIN THE CITY COUNCIL'S ACTION ON REMAND; AND DECLARING AN EMERGENCY

THE CITY OF WOODBURN ORDAINS AS FOLLOWS:

Section 1. In response to the Remand Order, the UGB is amended as provided in Exhibit 1.

Section 2. In response to the Remand Order, the Woodburn Comprehensive Plan is amended as provided in Exhibit 2 to designate an Urban Reserve Area and two 20-year UGB Expansion Limitations.

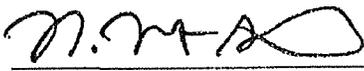
Section 3. In response to the Remand Order, a modification of the City of Woodburn/Marion County Urban Growth Coordination Agreement (Exhibit 3) is authorized, which will include establishment of an Urban Reserve Area and two 20-year UGB Expansion Limitations.

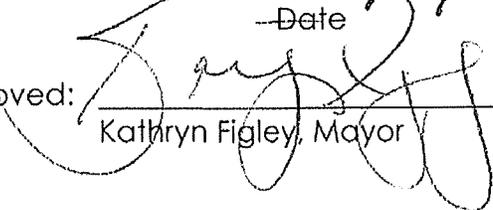
Section 4. The actions taken in Sections 1 through 3 are in response to the Remand Order and are taken after reconsideration by the City Council of the facts and evidence in the existing record.

Section 5. The actions taken in Section 1 through 3 are explained and justified by the Legislative Findings on Remand, which are attached hereto as Exhibit 4 and incorporated herein.

Section 6. Section 2 of Ordinance 2391 (2005), which adopts a Comprehensive Plan Map and UGB boundary that is inconsistent with this Ordinance, is repealed.

Section 7. This Ordinance being necessary for the immediate preservation of the public peace, health and safety (because of the need for a timely response to the Remand Order) an emergency is declared to exist and this Ordinance shall take effect immediately upon passage by the Council and approval by the Mayor.

Approved as to form:  12/9/2015
City Attorney Date

Approved: 
Kathryn Figley, Mayor

Passed by the Council December 14, 2015
Submitted to the Mayor December 14, 2015
Approved by the Mayor December 14, 2015
Filed in the Office of the Recorder December 14, 2015

ATTEST: 
Heather Pierson, City Recorder
City of Woodburn, Oregon

Second, under ORS 203.045 and Marion County Code 1.10.020, ordinances of the County must be adopted following certain requisites, which did not occur here with respect to City Ordinance 2530. ORS 203.045(2) states that an “ordinating clause of an ordinance” adopted by the governing body shall be “The [Marion County Board of Commissioners] ordains as follows.” The same is required in Marion County Code 1.10.020(A). City Ordinance 2530 has no Marion County “ordaining clause.” Respectfully, there is nothing in the record to demonstrate that the County adopted City Ordinance 2530 or ever made the UGCA an approval standard for zone changes approved by the County.

The fact that the County ultimately entered into the UGCA does not mean that the UGCA is a part of the County plan or is a standard that can be applied to land use applications like the applicant’s requested zone change. In this regard, LUBA has held that intergovernmental agreements like the UGCA do not automatically become a part of the County plan. *City of Albany v. Linn County*, 81 Or LUBA 104 (2020). The Board observes that LUBA has also held that even if an intergovernmental agreement like the UGCA calls for a County to incorporate it

into the County Plan, if the County does not do so, it is not a part of the County plan and is not an approval standard. *Nez Perce v. Wallowa Co.*, 47 Or LUBA 419 (2004).

By its own terms, the UGCA is not self-executing as a creation of land use approval criteria. The UGCA does set notice requirements, all of which have been followed here, and goals for coordination on changing approval criteria. However, those goals are not binding on their own without further adoption into County regulations.

To have the force of law and be added to the County Comprehensive Plan (*i.e.* to amend the County plan to add it to the plan), requires County legislative action.⁴ In this regard ORS 203.035 states that “the governing body of a county may by *ordinance* exercise *authority* within the county ***”. Amending the County plan is an exercise of County legislative authority. This principle is reinforced by Marion County Code 1.10.010 which states a “legislative ordinance” is how the County exercises its authority over matters of County concern per ORS 203.035 and identifies a separate type of Ordinance – an “administrative ordinance” for exercises of County authority in quasi-judicial matters.⁵ Legislative actions can take many types, but the Board finds that legislative actions that change County laws, including amending the County Plan, requires the adoption of a County ordinance. With respect to amending the County Comprehensive Plan to add the UGCA, there is no evidence in the record that this happened.

The fact that legislative action is necessary to adopt or make changes to a County Comprehensive Plan or land use regulations is settled beginning with *Baker v. City of Milwaukie*, 271 Or 500, 513-14 (1975), which held that “comprehensive plans are legislative and permanent in nature.” Here, as noted, there is no evidence in the record of a Marion County ordinance adopting the UGCA as a part of the County plan.

Further, the Board observes that state statutes and administrative rules govern amendments to County Plans or land use regulations. In this regard, ORS 197.610–.615 establishes the required procedures for post-acknowledgement plan and zoning ordinance amendments to take an action like to amend the County plan to add the UGCA to the County plan or to make its terms a land use standard or criteria applicable to zone changes. Similarly, OAR 660-018-005 through 150 governs the specific processes for post-acknowledgment plan amendments. The Board finds that

⁴ The reason for the required formalities to exercise County authority is not trifling – this is how the citizens are ensured of notice of new County laws and the chance to provide comment to the governing body concerning any such new laws.

⁵ Amending the County Comprehensive Plan to add the UGCA invokes legislative authority (not quasi-judicial authority), and requires an ordinance to do so. Amending the County plan to add the UGCA and also to amend the County code to make the UGCA an approval standard for zone changes, requires the exercise of legislative authority as outlined by the Oregon Supreme Court in *Strawberry Hill 4 Wheelers v. Benton Co. Bd. of Comm*, 287 Or. 591, 602, 601 P.2d 769 (1979) (whether a particular action is legislative versus quasi-judicial is determined by evaluating the processes for which a decision is made: must the process result in a decision? Must the process apply preexisting criteria applied to concrete facts and does the outcome affect only to a closely circumscribed factual situation or a small number of people?) Where the answers to the *Strawberry Hill 4 Wheelers* inquiry are “yes” the action is quasi-judicial in nature and in Marion County if the action seeks to wield County authority, it would require an “administrative ordinance.” However, exercising the County’s police power to create obligations on a land use applicant to require that they demonstrate compliance with approval standards, requires that those approval standards be adopted by the County by an ordinance under Post-Acknowledgement procedures required by state law.

there is no evidence in the record of any post acknowledgement amendment process under these statutes and rules ever occurring to make the UGCA a part of the County plan or a requirement for zone changes.

ORS 197.175(2) further provides that local governments must:

- (a) Prepare, adopt, amend, and revise comprehensive plans in compliance with statewide planning goals;
- (b) Enact land use regulations to implement their comprehensive plans;
- (c) Make land use decisions in compliance with either the goals or acknowledged plans, depending on the status of acknowledgment.

Adopting an agreement, standing alone, does not comply with ORS 197.175(2) to create requirements for individual land use applications.

Together, all of these laws demonstrate that an intergovernmental agreement standing alone is more in the nature of a contract and is not a land use regulation. While both intergovernmental agreements and land use regulations may be adopted through legislative action, the procedures for their adoption as explained above and below and legal consequences differ significantly. For example (by no means exclusive):

- IGAs under ORS chapter 190 do not require public notice, evidentiary hearings, or opportunity for appeal.
- Land use regulations, by contrast, must follow strict procedural requirements, including:
 - Submission of the full proposed text to DLCD prior to adoption (*OAR 660-018-0020(2)-(3)*);⁶
 - A public evidentiary hearing before the local decision-maker (*ORS 197.610*);
 - Notice to affected parties and the Department of Land Conservation and Development (DLCD) (*OAR 660-018-0050*);
 - Public participation as required by Statewide Planning Goal 2 (*OAR 660-015-0000(2)*);
 - Submission of the full final text to DLCD after to adoption (*OAR 660-018-0040(3)*); and

⁶ “Before a local government adopts a change to an acknowledged comprehensive plan or a land use regulation, unless [an emergency exception applies], the local government shall submit the proposed change to” DLCD, OAR 660-018-0020(1), including “[t]he text of the proposed change to the comprehensive plan or land use regulation implementing the plan, as provided in section (3) of this rule[.]” OAR 660-018-0020(2)(a). “The proposed text submitted to comply with subsection (2)(a) of this rule must include all of the proposed wording to be added to or deleted from the acknowledged plan or land use regulations. A general description of the proposal or its purpose, by itself, is not sufficient.” OAR 660-018-0020(3).

- o Opportunity to appeal (*ORS 197.620*), among others.

When two or more local governments are required by coordination agreements to adopt mutually agreed changes to comprehensive plans or land use regulations, all of the above procedural requirements apply. Moreover, once plan and land use regulation amendments are adopted, the local government must provide DLCD with a copy of the final amendment decision and the amended text of the comprehensive plan or regulation. OAR 660-018-0040(3).

Respectfully, the Board finds that the County's Comprehensive Plan was never amended to add the UGCA and that the UGCA does not, by itself, impose land use standards for individual land use applications. To either add it to the County plan or to convert its provisions to land use standards that apply to individual quasi-judicial land use applicants in the County, the County must do so to include to enact the desired standards, through post acknowledgement amendment procedures for adopting or amending comprehensive plans or implementing regulations. Without this step, the UGCA remains a coordination framework, not a land use regulation.

The Board also observes that ORS 215.427(3)(a) locks in the standards and criteria that can be applied to a zone change to those that were in effect at the time that the application was first submitted. Here, the application was submitted at a time when the UGCA had not been adopted as a part of the County Plan or made relevant under any County land use regulation. Therefore, the UGCA cannot be a standard or criteria for this proposed zone change under ORS 215.427(3)(a). Instead, the Board finds that the standards and criteria for this zone change are as set forth MCC 16.39.000, 010, 020 and 030. A zone change in the UGB is expressly allowed by the County's acknowledged land use regulations. The Board observes that initially the City essentially argued that any zone change in the UGB where services have not been provided was prohibited, but respectfully that argument is not supported in law and without significantly changing the County's acknowledged rules for zone changes, the County cannot adopt the City's initial view. The City itself walked back that position at the appeal hearing. Under the County's code, a zone change is to be approved if it meets County zone change standards, as the proposal does.

Additionally, the County notes that even if the County had adopted Ordinance 2530 as a part of the County plan and had applied post acknowledgement procedures, the Board finds that City Ordinance 2530 does not have the effect of making the UGCA a part of the County plan or its provisions an approval standard for this application regardless.

City Ordinance 2530 amended the City of Woodburn UGB to add land to that UGB -land that is not near the subject property. City Ordinance 2530 added urban reserves but here there is no issue concerning and no dispute about urban reserves. City Ordinance 2530 "authorized" "a modification to the City of Woodburn/Marion County Urban Growth Coordination Agreement" to show the UGB amendment and urban reserves. That authority and any modification of the UGCA is not in dispute. City Ordinance 2530 is "in response to the [LCDC] Remand Order and are taken after reconsideration by the *City Council* of the facts and evidence in the existing record." This statement that the ordinance is a *city* response to an order, is undisputed. City Ordinance 2530 does not say that the UGCA (1) was adopted by the County into its

Comprehensive Plan, or (2) that it or any of its provisions was adopted by the County as an approval standard for zone changes.

The UGCA can only create approval criteria if it is incorporated through Marion County's Comprehensive Plan, which is one thing the City argues. However, the County has authority to interpret its own plan and has interpreted it as promoting agreements like the UGCA but not mandating that they be followed as approval criteria in specific land use applications.

Marion County Comprehensive Plan, Section II (Goals and Policies: Urbanization: Urban Area Planning) states: "The County and each of the cities have adopted intergovernmental agreements in the form of urban growth boundary and policy agreements or urban growth boundary coordination agreements for establishment of the urban growth boundaries, to address coordination requirements regarding Plan amendments and changes to the boundaries, and for identification of areas of special mutual concern." This section makes clear that County-City intergovernmental agreements govern how plan amendments are made and do not set out independent criteria for individual land use applications.

The Board finds that this provision means what it says- that intergovernmental agreements between a county and a city address coordination regarding Plan amendments and changes to UGBs and for the identification of areas of special mutual concern. The proposal involves none of those. There is no plan amendment at issue here, no changes to any UGB are at issue here and no area of special concern is at issue. The Board expressly finds that the Subject Property is not in any area of special concern. The Board finds that this proceeding concerns a zone change. The Board finds that the city's cited County Plan provisions do not make the UGCA (1) a part of the County Plan, or (2) an approval standard for this zone change.

Marion County Comprehensive Plan, Section II (Goals and Policies: Urbanization: Urban Area Planning) states: "Each urban growth program should consist of an urban growth boundary, urban development policies or ordinances to achieve the desired purpose, and joint city-County agreements to coordinate land use planning activities." The Board finds that this provision contemplates that agreements like the UGCA related to coordination are different from "urban development policies or ordinances to achieve the desired purpose." In other words, the Board finds that this provision reinforces that the UGCA is different than land use standards.

The City argues that numerous provisions in the UGCA concerning "development" must be applied as approval standards to this zone change. The County respectfully disagrees. The proposal at issue here is a zone change; it is not the approval of any "development." The UGCA sets out goals for coordination on establishing and changing UGBs, changing plan designations, notice provisions, rights of comment, provisions regarding urban reserves and establishes an area of mutual concern that does not include the subject property. The Board observes that nothing in the UGCA purports to establish approval standards for zone changes. The Board notes that it could not serve in such role because the UGCA itself (1) specifies that it may be reviewed "every year," assumedly for the purpose of revising it, and (2) either the city or County may end the agreement with 30 days' notice. The Board observes that these provisions are inconsistent with the UGCA serving as a standard for zone changes at all because it is inconsistent with the required post

acknowledgement plan and land use regulation amendment processes applicable to land use regulations.

The Board finds persuasive the credible evidence that Legal Counsel who worked on the UGCA in 2015, as well as a current County Commissioner who approved the UGCA in 2015, both recalled the intent of the UGCA was to assist Woodburn with obtaining approval for its remanded UGB and not to establish approval criteria for County zone change applications. The Board further observes that these recollections are supported by the fact that both the UGCA and a city ordinance with new land use criteria that binds the City of Woodburn were adopted at the same time. If the UGCA independently created new criteria, then the City ordinance creating City land use standards would have been unnecessary.

In the alternative and without waiver of the County's position that the UGCA was never adopted as a part of the County Comprehensive Plan and none of its provisions were ever adopted as an applicable standard for zone changes, the County finds that this application is consistent with the UGCA as follows:

- The County has authority to interpret its own land use regulations, which would include the UGCA if it is a land use criteria.
- Page 2, Whereas clauses, the County determines that “whereas” clauses are not binding standards or the operative provisions of the UGCA. This is consistent with normal contract interpretation. The County also interprets the “whereas” clauses of the UGCA as being aspirational regarding possible future changes to County code and not an independent criterion.
- RE: Section I “Coordination Policies and Procedures,” by its terms this section deals with how the City and County will coordinate certain land use matters. Coordination does not suggest or give any party veto power over the land use decisions of another unit of government, as the City recognized in its own testimony. This is confirmed by the first policy under this section -Policy 1 that makes clear that the County retains responsibility for regulating land use until such time and lands are annexed to the City.
 - RE: Section I “Coordination Policies and Procedures,” Policy 2 and 3, no one claims the processes identified were not followed and the Board finds that all such processes were followed here.
 - RE: Section I “Coordination Policies and Procedures” Policy 4, says “All land use actions within the Urban Growth Area shall be consistent with the Woodburn Comprehensive Plan and the County’s land use regulations.” The Woodburn Comprehensive Plan designates the subject property as “Commercial” and this application would align the zone with that “Commercial” designation, which is more than sufficient to be “consistent.” The proposal is consistent with the “County’s land use regulations” as specified in this decision. The City argues a variety of city Plan provisions apply as approval standards under this provision in the UGCA. The County respectfully disagrees. Only County code zone change approval standards apply for all the reasons discussed in this decision and none of the County’s

approval standards for this zone change include a requirement to comply with the Woodburn plan provisions that the city argues apply. Regardless, even if the city plan could be said to apply as a standard for this zone change, the proposed zone change is consistent with the cited Woodburn plan policies.

- RE: Woodburn Plan G-1-1 – it simply would not apply. It imposes obligations on the City about managing its growth and coordinated population projections. It has nothing to do with the proposal.
- RE Woodburn Plan G-1.12 this provision acknowledges that the County has responsibility for regulating land in the UGB until such lands are annexed to the city and that such land is considered to be “available over time for urban development.” There is nothing about the proposed zone change that is inconsistent with this policy.
- RE: Woodburn Plan G-1.14, requires that all land use actions in the urban growth area and outside the City limits “shall be consistent with the City’s Comprehensive Plan and County Land use Regulations.” The proposal is entirely consistent with the City plan Commercial designation – the only potentially relevant Woodburn plan element under the city’s position and County land use regulations.
- RE: Woodburn Plan G-1-18, this provision concerns conversion of land “within the boundary to urban uses shall be based *upon consideration* of orderly provision of public facilities and services.” (Emphasis supplied). This provision applies to the conversion of land in the UGB to urban uses and presumably that means the approval of uses that require city facilities. As noted elsewhere, the proposed zone change does not approve any particular uses and as explained below the uses it allows to be established are not “urban” uses under any reasonable understanding of what that term means in the context of land in the UGB. The Board observes that by definition land in the UGB is considered “urban” and in fact this property is governed by the County’s “urban” land use standards in Title 16 “urban” code.

Regardless, this city plan provision is not a mandatory standard even where it does apply but rather it calls for “consideration” of a factor. And even if a “consideration” could be viewed as a standard, “considering” the “orderly provision of public facility and services” is met here because that was clearly considered here - there is no disorder in the provision of the private individual public facilities and services that will be used to support the uses allowed by the proposed zone change. Rather, the property will rely on-site septic, a domestic well and an onsite storm water system and is required per the requested conditions of approval to connect to city water and sewer when it is available at the property.

The Board finds that the proposal is consistent with the city plan designation for the property of Commercial. The Board also finds that

specific city plan policies do not apply, but that if they did that the proposal is consistent with them.

- UGCA Page 4, Section I(7) “The County shall not allow uses requiring a public facility provided by the City within the Urban Growth Area prior to annexation to the City unless agreed to in writing by the City” This provision applies to “uses” that require a City facility. This *zone change* is not a “use.” Regardless, any use established under this zone change will not require “a public facility provided by the City.” The Board finds the evidence is credible and persuasive that the Subject Property can feasibly, and will only, be served by a private domestic water well, a private septic system, and private stormwater facilities— just like other properties in unincorporated areas of the County – until such time as city facilities are available at the property on or after annexation. UGCA Page 4, Section I(9) “Conversion of land within the Urban Growth Area to urban uses shall occur upon annexation . . .” The city argues that the proposal converts the subject property to “urban uses” without annexation. Relatedly, the city cites a *city plan policy G-1.17* which states that “The County shall not allow urban uses within the [UGB] prior to annexation to the City unless the City agrees in writing.” The first issue with the City’s argument is that, respectfully, the City plan cannot determine whether the County approves or denies County land use applications. The City’s own hearing testimony effectively admitted this. Rather, the County is bound to apply the standards and criteria codified in the County’s land use code to land use applications that come before it. Second, these provisions do not apply to zone changes in any case because they apply to “uses” and the approved zone change is not approval of any particular “use.” Third, even if a zone change can be considered the approval of a “use,” the proposal does not approve or allow any “urban use” within the meaning of these provisions. The proposal allows all of the uses that are now allowed in the UT zone and allows one additional use – a single specialty trade contractor (electrical contractor) and associated warehousing. The Board finds that the UT uses that the zone change allows are now allowed in the existing UT zone applied to the property and so those are not considered to be “urban.” The Board further finds that the one new allowed CG use under this zone change – the single electrical contractor and associated warehousing – would have fewer impacts than the uses that the UT zone allows and is not itself “urban.” Further, there is no proposal to connect, and no possibility to connect, to any use allowed by this zone change to city water or sewer or storm disposal system. Accordingly, the Board finds that the proposal does not convert the Subject property to “urban uses” without annexation given the impacts of the allowed uses are, at worst, the same as the intensity of uses allowed in the *existing* UT zone and no use allowed under the zone change will require or will use any City facilities unless and until City public facilities are available to the Subject Property on or after annexation.

- RE: IGA Policy 5, this policy cannot apply because no changes are proposed to any plan.
- RE: IGA Policy 6 the subject property is not outside the UGB. This policy cannot apply.
- RE: IGA Policy 7 – this policy talks about promoting logical and orderly development within the Urban Growth Area in a cost effective manner. It also says that the County “shall not allow uses requiring a public facility provided by the City” in the Urban Growth Area before annexation. This policy by its terms does not apply because the proposal is not for either “development” or for a “use.” It is for a zone change. Regardless, even if the proposal were for a “use” or for a “development” it is logical – applying the commercial zone to commercially designated property. It is also orderly to conform the zone to its plan designation. It is further orderly because the allowed uses are consistent with what is allowed now on the Subject Property under existing zoning adding just one more use type that there is no dispute has fewer impacts than uses that are presently allowed under the existing UT zone. The subject property and allowed uses under the proposed zone change do not *require* and do not contemplate any public facility provided by the city. Rather, *the only* evidence in the record is that uses or development allowed by this zone change can and must be served by on-site water, septic and on-site storm water. The Board finds that they do not *require* any City service.
- RE: IGA Policy 8 – this policy states that City sewer and water shall not be extended beyond the UGB. This policy does not apply regardless because it refers to what happens outside of the UGB. The property is in the UGB.
- RE IGA Policy 9, this policy, reasonably read, says that annexation decisions shall be based upon applicable annexation policies in the city plan. There is no proposal for annexation. The proposal is a zone change for land in the County and there is no application for annexation. This provision could not apply.
- RE: IGA Policy 10, it simply says that the City shall discourage extension of public facilities into the UGB. It is not a mandatory standard that applies to anyone but the city. But there is no proposal to seek the extension of any city public facility into the UGB.
- RE: IGA Policy 11, this simply says that the city is the provider of public water, sewer and stormwater facilities within the UGB. The County respects this provision by conditioning this zone change to connect only to on-site septic, a domestic well and on-site stormwater facilities unless and until city facilities are at the Subject Property.

The Board finds that this proposal complies with all UGCA policies even if they applied, – though the Board also respectfully determines that they do not.

The Board respectfully disagrees with the City that not applying the subject UGCA to the applicant’s zone change request would create a dangerous precedent by effectively negating other similar agreements. The Board finds to the contrary– that providing certainty to County land use decisions by applying only land use standards adopted as such is how the state and local land use program is supposed to work. As explained in these findings, the subject UGCA (1) is not a part of the County Comprehensive Plan, (2) its provisions are not adopted into any County land use standard, (3) does not add any relevant standards to the subject proposed zone change, (4) and even if it did, approval of the proposal is entirely consistent with the UGCA which expressly retains County authority and, in the main, prohibits the County from approving the provision of city water, sewer, and storm utilities, to unannexed property unless the city agrees, which the proposal is entirely consistent with. In fact, the Board finds that the County is improving the

City's position in that regard because the applicant will be required to hook up to City water, sewer and storm when it is available at the property, annex to the City when the City wants the property to annex, not have outdoor storage, and pave parking areas per City requirements, among other things.

Finally, the Board finds that there are multiple legal issues that would arise if the County were to interpret the UGCA to apply City regulations that the County has never adopted as approval standards. Applicants would be unaware that uncodified and unacknowledged land use rules not adopted in any post-acknowledged land use process existed. This raises concerns under Goal 1 (Citizen Involvement) and Goal 2 (Land Use Planning) for lack of a process allowing a hearing with public participation on standards that apply to land use applications. This also raises potential constitutional concerns regarding due process and delegation of authority.

Concerning other provisions of the UGCA, the Board finds and there is no dispute that the County has provided the City all required notices and comment opportunities.

Concerning the Section in the UGCA concerning "Administration of Zoning and Subdivision Regulations" the Board finds that the County has complied with all of its provisions.

The Board responds to specific "Administration of Zoning and Subdivision Regulations," as a precaution below.

The Board the notes that paragraph 3 of that section of the UGCA states the following:

The County may require City development standards for development within the Urban Growth Area, including dedication of additional right-of-way or application of special street setbacks when requested by the City. The County may require compliance with City development standards, in lieu of County standards if the development is other than a single-family dwelling.

The Board notes that the UGCA expressly leaves the decision to decide whether to apply City standards to the discretion of the County. The Board further notes that the Applicant proposed a non-remonstrance agreement that the property owners or successors will not object to the formation of a local improvement district or other public financing mechanizing for improvements to Highway 99 required in the future, and furthermore that the property owner or successor will pay their share of such improvements. To respond to City concerns, the Board imposes the Applicant's proposed non-remonstrance agreement as a condition of approval.

4. *For development approved under (1) or (2), if public sewer and water facilities or city limits are located within 300 feet of the subject property, the County shall require that the development connect to the facilities under use of wells or other means are allowed in writing by the City. The City will require any property connecting to City sanitary sewer or water facilities to annex to the City. The City shall provide the County information about the location of public sewer and water. The County may approve development of permitted uses on properties more*

than 300 feet from the city limits, or from a public sewer or water facility using wells and DEQ approved wastewater disposal systems.

To begin with, the Board notes that this provision applies to “development” and the proposal is a zone change not an application for the approval of any development. Further, when this provision does apply, it applies to development that is more than 300 feet from city limits and expressly states that the County may approve such development “using wells and DEQ approved wastewater disposal systems”. Here, the Board finds that development of the uses that are allowed by the proposed zone change will occur on the Subject Property that is more than 300 feet from city limits and more than 300 feet from the city’s water and sewer and stormwater systems, and so this provisions expressly allows the approval of that development using onsite septic and a domestic water well.

5. *If a proposed use is not specifically identified in the Marion County Urban Zone Code, and the County is proposing an interpretation classifying the use as permitted in the applicable zone under the interpretation provisions of the Zone Code, the County shall give the City an opportunity to comment before the County makes a final land use decision.*

Applicant is seeking a zone change to CG under an LU overlay and not the approval of any specific use. Regardless, the City has been given the opportunity to comment before any final decision was made.

Woodburn Comprehensive Plan

As explained in these findings, the Board finds that the City of Woodburn Comprehensive Plan applies to the Applicant’s proposal insofar as that the underlying land use designation of the subject parcel is consistent with the proposed zone. The underlying designation is Commercial, which is consistent with the proposed zone change to Commercial General. The Board respectfully finds that the Woodburn Comprehensive Plan Goals and Policies do not apply to the proposal as approval criteria. This finding is consistent with the City’s recognition at the appeal hearing that the City does not have a veto over County approval.

Statewide Planning Goals

The proposal is for a zone change that complies with the County’s Comprehensive Plan. The proposed zone change makes the zone that applies to the subject property consistent with its plan designation. Therefore, the statewide planning goals do not apply. However, while the Board finds it unnecessary, as a precaution the Board analyzes Statewide Planning Goals 2, 12, and 14:

Goal 2 – Land Use Planning: To establish a land use planning process and policy framework as a basis for all decisions and actions related to use of land and to assure an adequate factual base for such decisions and actions.

The process for evaluating the proposed zone change is outlined in MCC 16.39.050. The process allows the opportunity for public comment, staff review, and requires review by a

hearings officer. The Planning Division notified multiple governmental entities, including Marion County departments and the City of Woodburn for comment. With respect to comments from the City of Woodburn, this decision responds to the City's concerns by applying the LU overlay and significant conditions. The Board finds that this decision followed the County's acknowledged planning process and is fully coordinated with all relevant governmental units. The Board further finds that this decision is supported by an adequate factual base. The Board finds that this decision is consistent with Goal 2 – Land Use Planning.

Goal 12 – Transportation: To provide and encourage a safe, convenient and economic transportation system.

Goal 12 is implemented by the Oregon Transportation Planning Rule (TPR) which applies to zone changes that have a “significant affect” on a transportation facility. As outlined in Mr. Clemow's traffic analyses in the record, which the Board finds credible and persuasive, the proposed zone change will not have a “significant affect” on any transportation facility. In this regard, the Board finds that the transportation impacts of the proposed zone change are no greater than the transportation impacts of the existing zone. Moreover, as Mr. Clemow explains, with the existing plan designation of Commercial, rezoning to a Commercial zone does not result in a “significant affect” on a transportation facility because applying the Commercial designation means the proposal will generate trips that are already accounted for within current Transportation Systems Plan for Marion County. The subject property of the proposed zone change is adjacent to Highway 99E, which is classified as an Arterial Road. As is explained above, the proposed CG zone is appropriate for property, like the Subject Property, that is adjacent to Highway 99 and where, as here, the proposed zone change meets all zone change criteria. The Board finds that the proposal is consistent with this goal.

Goal 14 – Urbanization: To provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.

The Board finds that the Subject Property is situated in the UGB, is designated Commercial and that this zone change meets all applicable standards. The Board further finds that all applicable standards to this zone change have been acknowledged as complying with Goal 14. Therefore, the approved zone change that is consistent with all applicable standards complies with Goal 14. The Board finds that the proposal is consistent with Goal 14.

**Zone Change 25-002 / Creative Electric, LLC
Conditions of Approval**

- A. The applicant shall obtain all permits required by the Marion County Building Inspection Division.
- B. At the time of development, the applicant shall meet the requirements of MCC 16.07.250 and MCC 16.07.100, and MCC 16.30.220, related to landscaping and exterior lighting.
- C. At the time of development, the applicant must satisfy the development standards in the CG zone (MCC 16.07) and the general development standards found in Chapters 16.26 through 16.40 of the MCC.
- D. The applicant shall record an agreement ensuring that neither they nor their successors will object to annexation, including if requested by the City of Woodburn when any adjacent property annexes into the City.
- E. The applicant shall record an agreement ensuring that they or their successors will connect to city water, sewer, and stormwater services at the time they are available to the subject property.
- F. At the time of development, the applicant shall dedicate right-of-way on the frontage of the subject parcel as shown on the site plan submitted by the applicant for the record in this proceeding.
- G. At the time that the property is developed, the driveway and parking spaces shall be paved consistently with the requirements of Woodburn Development Ordinance 3.04.04 and 3.05.02F. Evidence in the form of a completion letter from the City of Woodburn Public Works office provided to Marion County Planning is a means to demonstrate this requirement is met.
- H. The outdoor storage of equipment or vehicles for any electrical contractor business shall be prohibited except that vehicles may park in designated parking spaces.
- I. If the property is developed with an electrical contractor business and associated warehousing, the applicant shall develop the Subject Property consistent with the conceptual site plan submitted with their application for an electrical contractor business.
- J. The uses on the property shall be limited to only the following:

Uses permitted out right:

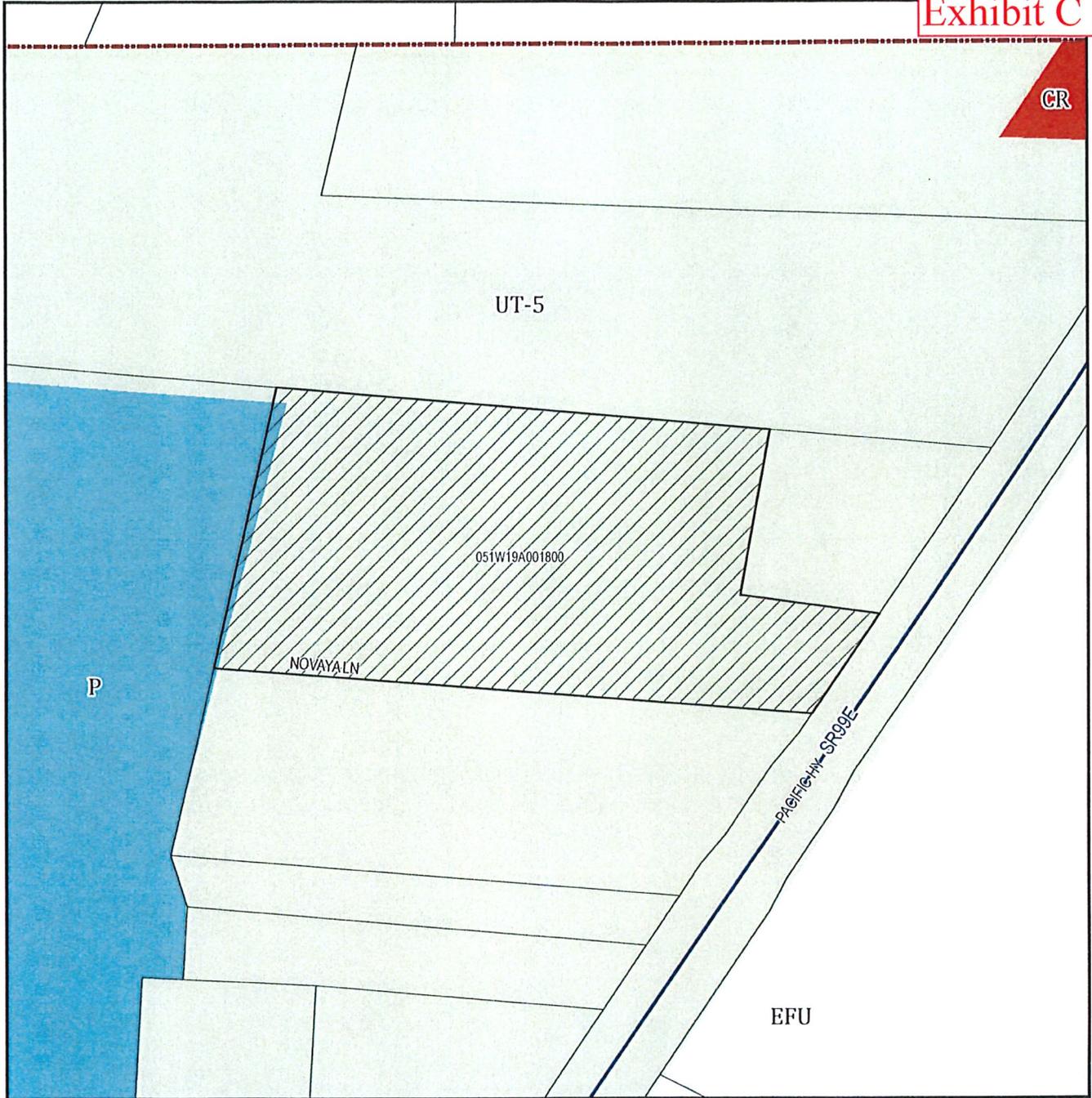
- SIC 1731, Electrical contractor business and associated warehousing
- MCC 16.25, Permitted Uses Generally
- MCC 16.31, Signs

Uses permitted conditionally:

- One dwelling unit or lodging room in conjunction with a commercial use.
- Educational services, SIC 82.
- Social services, SIC 83.
- Amusement and recreation services, SIC 79.
- General government, not elsewhere classified, SIC 919.
- Fire protection, SIC 9224.
- Administration of economic programs, SIC 96.
- Public utilities including truck parking and material storage yard.
- The following use additionally subject to the special standards in Chapter 16.26 MCC: Religious organization* and membership organization, SIC 86 (see MCC 16.26.600).

K. Prior to the issuance of a building permit, the applicant shall execute and record, on a form approved by the City Attorney, or if the City Attorney do not wish to review and approve then by County Counsel, a Non-Remonstrance Agreement. This Agreement shall apply to the subject property and shall:

- Include a covenant running with the land, binding upon the applicant and all successors, which states that the applicant (and successors) will not object to the formation of, nor withdraw from, any local improvement district (LID) or other public financing mechanism established for the design, acquisition, and/or construction of street or right-of-way improvements benefiting the subject property.
- Acknowledge that the applicant and successors will be responsible for payment of their equitable and proportionate share of the cost of any such improvements.
- Clarify that the obligation to pay arises if and when the improvements or LID are formed or constructed, and that the share allocated to the property shall be assessed in accordance with applicable laws and regulations.
- Be recorded in the office of the Marion County Recorder.



ZONING MAP

Input Taxlot(s): 051W19A001800

Owner Name: GRIGORY MELKOMUKOV RLT
 MELKOMUKOV, GRIGORY C/O
 CREATIVE ELECTIRC
 (No Situs Address)

Situs Address:
City/State/Zip:
Land Use Zone: UT-5; P
School District: WOODBURN
Fire District: WOODBURN

<p>Legend</p> <p> Input Taxlots</p> <p> Lakes & Rivers</p> <p> Highways</p> <p> Cities</p>		
<p> N</p> <p>scale: 1 in = 173 ft</p>	<p>DISCLAIMER: This map was produced from Marion County Assessor's geographic database. This database is maintained for assessment purposes only. The data provided hereon may be inaccurate or out of date and any person or entity who relies on this information for any purpose whatsoever does so solely at his or her own risk. In no way does Marion County warrant the accuracy, reliability, scale or timeliness of any data provided on this map.</p>	



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 3/4/2026

Department: Public Works

Title: Lease Agreement with Weyerhaeuser for the APW Radio Site

Management Update/Work Session Date: 1/20/2026 Audio/Visual aids

Time Required: 5 Minutes Contact: Brian Nicholas Phone: x7943

Requested Action:
Approve Agreement PW-6989-26 with Weyerhaeuser Timber Holdings, Inc. for the development and use of the Anderson-Pierce-Wonderly (APW) radio transmit / receive site by Marion County for a 20-year renewable term in the amount of \$396,393.00.

Issue, Description & Background:
Marion County is in the process of constructing the Marion County Radio Project, a new P25-compliant public safety radio communications system for use by first responder agencies and other public service agencies within Marion County. To support the new radio system, Marion County will construct three (3) new radio sites and make improvements to up to eight (8) existing radio sites. The sites to be constructed or improved under this contract are (1) House Mountain, (2) Anderson-Pierce-Wonderly, (3) McCully Mountain, (4) Wipper, (5) METCOM 911, (6) Lower Prospect, and (7) Crooked Finger Road.

Financial Impacts:
Annual radio site leases are budgeted each year in the 130 Roads Fund - Communications Program budget. The Year-1 lease amount of \$14,752.00 is a budgeted expense in the current fiscal year.

Impacts to Department & External Agencies:
The Marion County Sheriff's Office and first responder agencies throughout Marion County will benefit from a stable, unified radio system meeting current public safety radio standards.

List of attachments:
Contract PW-6989-26

Presenter:
Brian Nicholas

Department Head Signature:
Brian Nicholas Digitally signed by Brian Nicholas
Date: 2026.01.14 12:40:44 -08'00'

Contract Review Sheet

Lease Agreement

PW-6989-26

Title: Communications Site Lease - Anderson-Pierce Wonderly

Contractor's Name: Weyerhaeuser Company

Department: Public Works Department

Contact: Alicia Jones

Analyst: Kathleen George

Phone #: -4388

Term - Date From: August 1, 2025

Expires: August 1, 2044

Original Contract Amount: \$ 396,393.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 396,393.00

Amd% 0%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 50-0600 Leasing Real Property

Department

Description of Services or Grant Award

Lease agreement for the development with Anderson-Pierce-Wonderly (APW) to radio transmit / receive site by Marion County for a 20-year renewable term in the amount of \$396,393.00.

Property Tax ID: 093E160000700

Desired BOC Session Date: 3/4/2026

Contract should be in DocuSign by: 2/11/2026

Agenda Planning Date: 2/19/2026

Printed packets due in Finance: 2/17/2026

Management Update: 2/17/2026

BOC upload / Board Session email: 2/18/2026

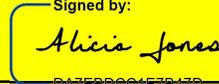
BOC Session Presenter(s) Brian Nicholas

Code: Y

REQUIRED APPROVALS

DocuSigned by:

 A3528E7AEG704F4...
 Finance - Contracts 2/10/2026
 Date

Signed by:

 DATEBDC91E7B47D...
 Contract Specialist 2/11/2026
 Date

Signed by:

 60C08A6F708240B...
 Legal Counsel 2/10/2026
 Date

DocuSigned by:

 BC10351248DE4E6...
 Chief Administrative Officer 2/10/2026
 Date

REQUEST FOR AUTHORIZATION OF CONTRACT PW-6989-26

Date: February 10, 2026
To: Chief Administrative Officer
Cc: Contract File
From: Alicia Jones

I. Subject: Retroactive

The Marion County Public Works Department is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with Weyerhaeuser Company for Communications Site Lease with a value of \$396,393.00 and will be effective retroactive to 8/1/2025 upon approval.

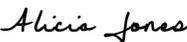
- A. As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began:

Marion County Public Works was working with Weyerhaeuser Company to obtain the legal description of the easement area to incorporate into the lease agreement, which then had to be reviewed and approved by County Surveyor.

- B. As required in Section 10-0580(2)(b), Department staff will provide a description of the steps being taken to prevent similar occurrences in the future:

This contract was a new lease agreement which had to go through multiple staff at Public Works and be reviewed by Legal, Survey, and Weyerhaeuser Company before submittal. Public Works will make every effort in the future to start lease agreements ahead of time to afford more time for action.

Submitted by:

Signed by:


DA7EBDCC1E7B47D...
Alicia Jones
Public Works Department

Reviewed by:

DocuSigned by:


A3538E7AEC704F4...
Contracts & Procurement

Acknowledged by:

DocuSigned by:


9793BA7ACD6B443...
Department Head

Acknowledged by:

DocuSigned by:


DC18351248DE4EC...
Jan Fritz, CAO

Communications Site Lease

between

Weyerhaeuser Timber Holdings, Inc.

and

Marion County

Dated as of August 1, 2025

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EXHIBIT LIST

Exhibit A	Lease Area and Site Plan
Exhibit B	Access Roads
Exhibit C	Form of Memorandum of Lease

COMMUNICATIONS SITE LEASE

This Communications Site Lease Agreement (“Lease”) is made by and between WEYERHAEUSER TIMBER HOLDINGS, INC., a Delaware corporation (“Weyerhaeuser”) and MARION COUNTY, acting by and through its Public Works Department, a political subdivision of the State of Oregon (“Lessee”). As used herein, the “Effective Date” of this Lease shall mean the last date of signature by either Weyerhaeuser or Lessee, as indicated beneath their signatures below. Weyerhaeuser and Lessee are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

AGREEMENT

1. Lease Area; Encumbrances; Access

1.1 Lease Area. Weyerhaeuser hereby grants to Lessee a ground lease to conduct the permitted uses on specific and identified portions of the SESW of Section 16, Township 9 South, Range 3 East, Marion County, State of Oregon, being depicted in Exhibit A (the “Lease Area”). The Lease Area and access thereto lies as shown on the map and site plans contained in the Site Plans (defined below) attached hereto and made a part hereof by this reference.

1.2 Encumbrances. This Lease is subject to all prior-existing easements, licenses, exceptions, and other encumbrances of record and to all unrecorded matters that a prudent inspection of the Lease Area would disclose. Further, this Lease is subject to any after-recorded encumbrances of record which do not unreasonably interfere with Lessee’s use and enjoyment of the Lease Area. Lessee has made and completed a prudent inspection of the Lease Area and physical and utility access thereto prior to executing this Lease and accepts the Leased Area and utility access as is where is. The rights herein granted to Lessee are limited to those owned by Weyerhaeuser, which makes no representation or warranty as to its ownership rights in the Lease Area or the interpretation by any third party of any laws, regulations, or government policies, or the existence or interpretation of any encumbrances or Native American treaties.

1.3 Eminent Domain & Condemnation. If any or all of the Lease Area is taken under powers of eminent domain or threatened with condemnation, Lessee and Weyerhaeuser shall cooperate to establish the total value of the property taken, but Lessee’s share of any condemnation award or sale price shall not exceed Lessee’s unamortized investments in obtaining governmental permits and constructing improvements thereon, after straight line depreciation over the Term of this Lease, less any salvage value recoverable by Lessee.

1.4 Recording Prohibited. Lessee must not record this Lease in any public records. However, either Lessee or Weyerhaeuser may record a memorandum of lease, subject to Weyerhaeuser’s consent which consent may be withheld for any or no reason at Weyerhaeuser’s sole discretion. Permitted recordation shall be at recording Party’s sole cost expense in the form substantially as shown on the attached Exhibit C of this Lease. If

Weyerhaeuser permits Lessee to record a memorandum of lease, within sixty (60) days following the natural expiration or earlier termination of this Lease, it is Lessee's absolute duty at its sole cost and expense to reconvey to Weyerhaeuser by quit claim deed or other instrument acceptable to Weyerhaeuser all of Lessee's rights and interests in the Lease and the Lease Area.

1.5 Access. Lessee may use, on a non-exclusive basis, those roads owned by Weyerhaeuser and Weyerhaeuser's right, in accordance with all terms and conditions of any such right, to use other private roads or rights-of-way on attached Exhibit B ("Access Roads") for any purpose allowed under this Lease. Lessee must obtain, at its expense, any other rights-of-way required for its activities under this Lease. Lessee must comply with all easements and permits and pay any road use and maintenance fees owed to third parties for Lessee's use. Lessee must notify Weyerhaeuser prior to conducting any snow removal and pay for any damage, including consequential damage(s), caused by its activities. Lessee is responsible for any road construction necessary for its operations under this Lease. Weyerhaeuser must approve the design, construction, modification, location, and relocation of all existing roads and roads constructed by Lessee on Weyerhaeuser's land or that of a Weyerhaeuser affiliate in advance of any construction. Weyerhaeuser reserves the right, for itself and its successors, assign, and permittees, at any time to cross, recross, and use the roads appurtenant to or located on the Lease Area and shall repair any damage caused by such use. Lessee's access shall not interfere with any of Weyerhaeuser's operations at any time.

2. Permitted Uses.

2.1 Lessee is granted the exclusive right, except as hereinafter limited, to use the Lease Area to construct, install, remove, replace, maintain, and operate, at its expense, a wireless communications site as described in the Site Plans ("Communications Site") attached hereto and made a part hereof by this reference. The Lease Area may be used for the transmission and reception of communication signals within or utilizing the frequency bands duly licensed to Lessee or non-licensed bands permitted for use by Lessee by the Federal Communications Commission ("FCC") from time to time during the Term.

2.2 For purposes of this Lease, the Communications Site is a site at which radio, telephone, and directly-related communications equipment is installed and used, for public emergency use only, to send and receive radio signals to and from wireless telephones and other radio devices and to connect those signals to radio, wireless telephone, or other wireless communications facilities either directly, by means of cables, or indirectly, by means of transmitting and receiving facilities (including microwave antennas) located at the Communications Site. Lessee may not use the Lease Area for any other purpose without the prior written consent of Weyerhaeuser which may be withheld for any or no reason in its sole discretion. The current users and frequencies are as follows:

Site	Operator	FCC Channel Number	Transmit Frequency (MHz)	Receive Frequency (MHz)
Weyerhaeuser (APW)	Marion County	421-422	771.63125	801.63125
Weyerhaeuser (APW)	Marion County	517-518	772.23125	802. 23125
Weyerhaeuser (APW)	Marion County	565-566	772.53125	802. 53125
Weyerhaeuser (APW)	Marion County	605-606	772.78125	802.78125
Weyerhaeuser (APW)	Marion County	787-788	773.91875	803.91875
Weyerhaeuser (APW)	Marion County	MW	11,200.000	11,200.000
Weyerhaeuser (APW)	Marion County	MW	11,200.000	11,200.000
Weyerhaeuser (APW)	Marion County	MW	18,700.000	18,700.000

3. Term. The term of this Lease is five (5) years (the “Initial Term”), retroactive to August 1, 2025 (“Commencement Date”) and terminating at 11:59 p.m. local time at the Communications Site on July 31, 2031 (“Termination Date”).

3.1 Option to Renew. The Initial Term of this Lease shall automatically extend for up to three (3) consecutive additional terms of five (5) years each (each, a “Renewal Term” and collectively with the Initial Term, the “Term”), so long as Lessee is not in breach of any of the terms of this Lease beyond any applicable cure period at the time of such renewal. Lessee may terminate this Lease only by providing written notice of its intent to terminate no fewer than six (6) months prior to the expiration of the Term. All the terms and conditions of this Lease shall apply during any Renewal Term. Annual Rent payments shall be in the amounts shown in the Table shown in 4.1 below.

3.2 Holdover. If Lessee remains in possession of the Lease Area at the expiration of the Term, or earlier termination of this Lease, or any renewal of this Lease, without a written agreement, such tenancy shall be deemed a month-to-month tenancy terminable by either party providing 60 days written notice to the other. For the purpose of this Holdover provision a holdover shall not be deemed to be an Unpermitted Use. All other terms and conditions during holdover shall remain the same except the rental rate shall, without any additional notice, increase to 150% of the then current Rent and shall be payable on a monthly basis in advance, beginning sixty (60) days following the earlier of the expiration of the Term, or immediately upon termination of this Lease.

4. Rent.

4.1 Payment Amount. Lessee shall pay an annual use fee (“Rent”) to Weyerhaeuser on or before the due dates and in the amounts set forth in the table below;

Rent Schedule	Amount	
2025	\$14,752	Initial Term
2026	\$15,195	
2027	\$15,650	
2028	\$16,120	
2029	\$16,604	
2030	\$17,102	Renewal Term 1

2031	\$17,615	
2032	\$18,143	
2033	\$18,687	
2034	\$19,248	
2035	\$19,825	Renewal Term 2
2036	\$20,420	
2037	\$21,033	
2038	\$21,664	
2039	\$22,314	
2040	\$22,983	Renewal Term 3
2041	\$23,673	
2042	\$24,383	
2043	\$25,114	
2044	\$25,868	

4.3 Payments. Subsequent to the execution of this Lease by both parties and payment of the Rent for the first year, all payments from Lessee shall be made by ACH payment or sent by regular mail to:

Weyerhaeuser Timber Holdings, Inc.
 LB 1184
 PO Box 35142
 Seattle, WA 98124-5142

If by overnight mail to:

Lockbox Services 1184
 Weyerhaeuser Timber Holdings, Inc.
 18035 Sperry Drive
 Tukwila, WA 98188

or another addressee designated by thirty (30) days written notice by Weyerhaeuser to Lessee. Weyerhaeuser prefers ACH payments if at all possible.

4.4 Unpermitted Use Prohibited.

4.4.1 If Lessee utilizes the Communications Site for a use or in a manner not specifically permitted by this Lease in Section 2, then Lessee shall disgorge to Weyerhaeuser all income in all forms, including but not limited to cash payments, subscriptions, accounts, rents, rent-shares, and the full dollar value of all in-kind services received by Lessee. Lessee agrees to deliver its books and account records to Weyerhaeuser to allow it to determine the full value of the required disgorgement. In addition to the income disgorgement described in this Section 4.4, the parties hereto agree that Weyerhaeuser, in its sole election, may declare this Lease to be terminated upon ninety

(90) days written notice to Lessee, with such termination being treated as the natural expiration of this Agreement with no remaining Terms or Holdover.

4.4.2 For the purposes of this Lease, so long as Lessee is not in default beyond any applicable cure period, a holdover tenancy, by itself, shall not be considered an Unpermitted Use. Rent for a holdover tenancy shall be governed under Section 3.2 above.

5. Third Party Use of the Lease Area.

5.1 Lessee is hereby given the option to allow Clackamas County, Linn County, and Polk County to join in this Lease, for non-commercial public emergency use only, *provided* Lessee requests and Weyerhaeuser has given written consent, which may be withheld in Weyerhaeuser's sole and absolute discretion.

5.2 Lessee is prohibited from subletting, sub-licensing, sub-leasing or in any other way entering into any type of use agreement that would result in allowing any third party, other than the three counties listed above in Section 5.1, and current users (but only as to their listed frequencies) listed in Section 2.2 ("Collocator"), any use of the Lease Area without Weyerhaeuser's prior written permission which may be withheld for any or no reason at Weyerhaeuser's sole discretion.

5.3 In the event Weyerhaeuser grants permission to Collocator use, at its sole discretion, the following provisions shall apply: The terms and conditions of such Collocator use shall be in writing and subject to the terms and conditions of this Lease. If Lessee charges or otherwise collects any fees from Collocator(s), the rates to be charged to such Collocator shall be based on fair market rates based upon arms-length negotiation between Lessee and respective Collocator. Lessee shall pay to Weyerhaeuser Forty percent (40%) of all gross revenues, including without limitation the dollar value of any in-kind services, derived by Lessee from any Collocators' use, except that gross revenues shall not include payments made to Lessee by Collocator as reimbursement for construction and installation costs relating to Collocators use of the Communications Site, paid by Lessee (the "Revenue Share"). Within sixty (60) days of written request, Lessee shall provide to Weyerhaeuser, in a form acceptable to Weyerhaeuser, an annual Collocator revenue report to disclose gross revenues received by Lessee in calculating the Revenue Share ("Business Summary Affidavit"). The Business Summary Affidavit shall be signed and notarized by a corporate officer of Lessee. Lessee shall pay to Weyerhaeuser additional rent of one hundred twenty-five and 00/100 dollars (\$125) per day for each day after the expiration of the foregoing sixty-day response period said written affidavit is not delivered. In the event Lessee fails to deliver the sworn Business Summary Affidavit within one hundred twenty (120) days after Lessee's receipt of written request, Lessor may thereafter pursue all other remedies under Section 16 hereof.

5.4 Any agreement permitting any collocation or any similar document executed by Lessee not fully complying with this Section 5 shall be void *ab initio*.

6. Taxes, Assessments, and Fees.

6.1 Lessee shall pay all taxes on its operations and its interests under this Lease, including its improvements which are part of the Lease Area, and any government inspection fees, mitigation payments, or similar charges attributable to Lessee's activities.

6.2 Rent due to Weyerhaeuser shall not be reduced by any taxes paid by or owed by Lessee. Lessee agrees that, if Weyerhaeuser pays any such taxes on behalf of Lessee, Lessee shall promptly reimburse Weyerhaeuser for such costs plus interest at the statutory rate permitted by law in the state where the property is located; *Provided*, however, that Weyerhaeuser shall submit to Lessee a copy of the actual statements received from the taxing authority stating the due date and the amount due from Lessee, together with the formula used to determine Lessee's share thereof.

7. Operating Standards.

7.1 Compliance with Law. Lessee shall comply with all federal, state, and local current and future laws, regulations, and permit conditions pertaining to its operations under this Lease. Lessee shall not commit any act or omission, nor shall it allow its contractors, agents, or other representatives to so act or omit that affects the Lease Area and is in violation of any law, regulation, or permit condition.

7.2 Site Plan. All improvements to the Lease Area must be consistent with the site plan attached as Exhibit A (the "Site Plan"), which has been reviewed and approved by Weyerhaeuser. The Site Plan may only be substituted, updated, revised, or removed with Weyerhaeuser's prior written consent, which may be withheld if inconsistent with any term in this Lease.

7.3 Improvements. Lessee may, at its expense, make such improvements on the Lease Area consistent with the Site Plans as it deems necessary for the operation of the Communications Site. Upon termination or expiration of this Lease, Lessee shall remove its equipment and improvements as required in Section 15 of this Lease.

7.4 Access. Lessee may use, on a non-exclusive, non-interfering, and secondary basis to Weyerhaeuser's paramount right of use, those roads owned by Weyerhaeuser and Weyerhaeuser's right to use other private roads or rights-of-way designated on the Site Plans for any purpose allowed under this Lease. Lessee must obtain, at its expense, any other rights-of-way required for its activities under this Lease. Lessee must comply with all easements and permits and pay any road use and maintenance fees owed to third parties for Lessee's use. Lessee must notify Weyerhaeuser prior to conducting any snow removal and pay for any damage caused by its activities. Lessee is responsible for any road construction necessary for its operations under this Lease. Weyerhaeuser must approve the design, construction, modification, location, and relocation of all existing roads and roads constructed by Lessee on Weyerhaeuser's land or that of a Weyerhaeuser affiliate. Weyerhaeuser reserves the right, for itself and its successors, assigns, and permittees, at any time to cross, recross, and use the roads appurtenant to or located on the Lease Area.

7.5 Utilities. Weyerhaeuser hereby grants Lessee, as a part of this Lease, which is not at the inception of this Lease nor at any time thereafter an easement for any purpose, the right to place utilities on, or to bring utilities across to the Lease Area to service the Communications Site as identified and detailed in the Site Plans. Lessee shall be solely responsible directly to the serving utilities for all necessary utilities, including, without limitation, costs of installation and use. Unless otherwise described herein, Weyerhaeuser is not providing utilities at the Lease Area nor is Weyerhaeuser providing any utility easement to the Lease Area. If Lessee brings utilities to the Lease Area, Lessee shall cooperate with Weyerhaeuser to allow Weyerhaeuser to share the benefit and use of those utilities on a prorate basis.

7.6 Maintenance.

7.6.1 Lessee shall maintain the Lease Area free from any waste or debris created by Lessee. In addition, Lessee shall ensure that its buildings and structures located upon the Lease Area are painted in a manner and color approved by Weyerhaeuser and are kept free of all forms of vandalism.

7.6.2 During the Term of this Lease the Lessee shall prominently post, maintain in good condition, and update as necessary, its FCC call signs and registration number(s), if any, as well as the Lessee emergency contact information at the Lease Area which shall be posted on an exterior surface that is visible from outside the Lease Area.

7.7 Hazardous Materials.

7.7.1 As used in this Lease, the term “Hazardous Material” means any material, the generation, handling, storage, disposal, treatment or emission of which is subject to any Environmental Laws or that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, noxious, mutagenic or otherwise dangerous, hazardous or harmful to the health or safety of humans, animals or the environment, including, without limitation, any of the same as they are now regulated or may be regulated in the future under any Environmental law. Hazardous Material also includes any material that contains petroleum, gasoline, diesel fuel, or their derivatives, or any other petroleum hydrocarbon product. As used in this Lease the term “Environmental Law” means any federal, state or local law, rule, regulation, order, writ, judgment, injunction, decree, determination or award relating to the environment, health, safety or Hazardous Materials, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.); Emergency Planning and Community Right-to-Know Act (42 U.S.C. §1101 et seq.); Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.); Toxic Substances Control Act (15 U.S.C. §2601 et seq.); Hazardous Materials Transportation Act (49 U.S.C. 5101 et seq.); the Clean Water Act (33 U.S.C. §1251 et seq.); Solid Waste Disposal Act (42 U.S.C. §6901 et seq.); Clean Air Act (42 U.S.C. §7401 et seq.); Safe Drinking Water Act (42 U.S.C. 300f et seq.); Atomic Energy Act (42 U.S.C. §§2014, 2021-2021j, 2022, 2111, 2113, and 2114); Federal Insecticide Fungicide and Rodenticide Act (7 U.S.C. §136 et seq.); and the Occupational

Safety and Health Act (29 U.S.C. § 651 et seq.) as the same may be amended from time to time.

7.7.2 Lessee shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, and/or stored in, on, or about the Lease Area or the Property by Lessee, its agents, employees, contractors, sublessees or invitees in violation of any Environmental Law. In no event shall Lessee permit any Hazardous Material to be treated (such treatment includes by way of example and not by limitation elementary neutralization or evaporation), disposed of, and/or discharged or released in, on, or about the Lease Area or the Property. Except as identified in The Site Plans, Lessee shall not install or use above-ground storage tanks on the Lease Area. In no event shall Lessee install or use underground storage tanks on the Lease Area.

7.7.3 If Lessee knows, or has reasonable cause to believe, that a release or threatened release of a Hazardous Material has occurred, or is likely to occur in, on, under or about the Lease Area or the Property, Lessee shall immediately provide verbal notice of such fact to Weyerhaeuser, and shall subsequently provide detailed written information to Weyerhaeuser regarding such release. Lessee shall also immediately provide Weyerhaeuser with a copy of any statement; report; notice; registration; application; permit or license; work, remediation, or response plan; notice of claim; undertaking or proceeding given to, or received from, any governmental authority or private party or persons entering the Lease Area or the Property in response to said release or threatened release of a Hazardous Material.

7.7.4 Lessee shall indemnify, protect, defend and hold Weyerhaeuser, its agents, employees, and lenders, if any, and the Lease Area and the Property, harmless from and against any and all loss of Rents and/or damages, liabilities, judgments, costs, claims, liens, expenses, penalties, permits and attorneys and consultant's fees arising out of or involving any Hazardous Material or storage tank brought onto the Lease Area and the Property by or for Lessee or under Lessee's control. Lessee's obligations under this section shall include, but shall not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee and the cost of investigation (including consultant's and attorney's fees and testing), removal, remediation, restoration and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of the lease. No termination, cancellation or release agreement entered into by Weyerhaeuser and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Material.

Weyerhaeuser shall indemnify, protect, defend and hold Lessee, its agents, employees, and lenders, if any, and the Lease Area, harmless from and against any and all loss of Rents and/or damages, liabilities, judgments, costs, claims, liens, expenses, penalties, permits and attorneys and consultant's fees arising out of or involving any Hazardous Material brought onto the Lease Area by or for Weyerhaeuser or under Weyerhaeuser's control. Weyerhaeuser's obligations under this section shall include, but shall not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Weyerhaeuser and the cost of investigation (including

consultant's and attorney's fees and testing), removal, remediation, restoration and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of the Lease. No termination, cancellation or release agreement entered into by Weyerhaeuser and Lessee shall release Weyerhaeuser from its obligations under this Section 7.7.4.

7.8 Fire Protection & Suppression. Lessee shall comply with all laws and regulations pertaining to fire protection and suppression and take reasonable care to prevent wildfires from igniting on or spreading onto the Lease Area. If a wildfire should occur on or near the Lease Area, Lessee shall immediately notify Weyerhaeuser and appropriate government agencies and shall make its equipment and Lease Area available to help suppress or contain the fire.

7.9 Inspection & Access. Weyerhaeuser (and its employees, contractors, and agents) may enter the Lease Area to inspect Lessee's operations, to remove timber, and for any other purpose consistent with Lessee's rights under this Lease; *Provided*, however, that, with the exception of emergencies, Weyerhaeuser shall endeavor to give Lessee twenty-four (24) hours' notice prior to entering the Lease Area. Weyerhaeuser reserves the right to conduct any and all activities on the Lease Area; *Provided*, however, that such activities do not unreasonably interfere with Lessee's operations.

7.10 Weyerhaeuser's Right to Use the Lease Area. Lessee shall, upon written request of Weyerhaeuser, make suitable and available power, tower and shelter space available at no cost to Weyerhaeuser, or any of its subsidiaries, for antenna(s), transmission lines and related equipment, and make Lease Area space available to Weyerhaeuser; provided that other conditions such as structural and load bearing factors are suitable and confirmed by a licensed engineer paid for by Weyerhaeuser; and provided further that such use will not interfere with Lessee's or any permitted Collocator's operations. Weyerhaeuser's antenna installation(s) shall be limited to a total of two (2) antennas (whether panel, omni-directional, or other configuration), each with a height of no greater than ten feet (10') per antenna. Shelter space will be adequate to accommodate two racks measuring 38 inches tall, 10 inches deep and 21 inches wide and floor space for up to two duplexers measuring 18 inches wide, 18 inches deep and 88 inches tall. The option to install additional equipment under the same terms is reserved so long as space is available and other conditions such as structural and load bearing factors are suitable and confirmed by a licensed engineer paid for by Weyerhaeuser; and provided further that such use will not interfere with Lessee's or any permitted Collocator's operations. Notwithstanding the above stated right, the parties agree to engage in reasonable discussions and negotiations to operationalize this Section 7.10.

8. Non-Interference.

8.1 Lessee's facilities shall not disturb the communications configurations, equipment, frequencies licensed by the FCC, and frequencies used by Weyerhaeuser on

the commencement of this Lease (“Pre-existing Communications”) and Lessee’s facilities shall comply with all non-interference rules of the FCC.

8.2 Lessee shall not interfere with any other communications site leases or similar agreements on Weyerhaeuser property or any other’s radio communications where such communications are operated within their respective frequencies and in accordance with all applicable laws and regulations.

8.3 The interfering party will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from interfered-with party. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that they will suffer irreparable injury, and therefore, each party will have the right, in addition to any other rights that it may have at law or in equity, to elect to enjoin such interference or to terminate this Lease upon notice to the other party.

9. Governmental Permits. Lessee shall use its best efforts in seeking and maintaining at its own cost and expense all governmental permits needed to conduct its operations under this Lease. Weyerhaeuser shall sign permit applications as landowner/licensor where compliant with this Lease and required by law. Weyerhaeuser also agrees to reasonably cooperate with Lessee’s efforts to obtain all private and public consents related to Lessee’s use of the Communications Site and Lease Area. Weyerhaeuser shall not be required to accept or execute any government permits that conditions in any manner Weyerhaeuser’s property outside of the Lease Area.

10. Assignments.

10.1 Lessee may not assign its rights under this Lease without Weyerhaeuser’s prior written consent which consent may be withheld or conditioned if Weyerhaeuser determines in its reasonable discretion that such assignment by Lessee impairs Weyerhaeuser’s security, interests, or rights in this Lease.

10.2 No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment for this Section 10.

10.3 Lessee may, with notice to Weyerhaeuser, assign its rights under this Lease as collateral security to any entity that provides financing for the purchase of the equipment to be installed at the Lease Area.

10.4 Any attempted assignment of this Lease by Lessee without Weyerhaeuser’s prior written permission which may be withheld consistent with Section 10.1 above shall be void *ab initio* and shall constitute a breach of this Lease.

10.5 No assignment by Lessee shall act as a novation without Weyerhaeuser’s explicit prior written permission, which may be withheld consistent with Section 10.1 above.

11. Insurance.

11.1 It is recognized that Lessee is a unit of local government in the State of Oregon and is self-insured for all exposure to general liability and vehicle liability. Under these provisions, Lessee is continuously self-insured up to a predetermined self-insurance retention level at which point excess insurance provides coverage.

11.2 Lessee shall give Weyerhaeuser at least thirty (30) days written notice prior to change in Lessee's self-insured status.

11.3 Lessee shall ensure that its subcontractors, Collocators, and all of Lessee's contractors, agents, subcontractors, and invitees, have insurance coverages and endorsements as follows:

11.3.1 Commercial General Liability (occurrence form), covering bodily injury and property damage liability, including contractual, products and completed operations, and, if applicable, coverage for explosion, collapse and underground (xcu); with minimum limits of \$5,000,000 per occurrence, \$5,000,000 products and completed operations aggregate and \$5,000,000 general aggregate; Weyerhaeuser shall be designated as an Additional Insured which shall be evidenced by copy of an Additional Insured Endorsement form ISO CG 20 37 07 04 or its equivalent that is to be delivered with and attached to the Certificate of Insurance. The endorsement can either (a) specifically show Weyerhaeuser as an Additional Insured or (b) include the company as an Additional Insured by a Blanket Additional Insured endorsement. Contractor's insurance or self-insurance shall be primary.

11.3.2 Commercial Automobile Liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 per person and \$1,000,000 per accident for bodily injury and \$1,000,000 property damage or combined single limit of \$1,000,000;

11.3.3 Workers' Compensation or Industrial Accident insurance providing benefits as required by local law, including Employer's or Stop-Gap Liability with a minimum limit of \$1,000,000 per accident; and if Maritime activity exists then coverage is to also include U.S.L.&H., Jones Act, and Protection and Indemnity, where applicable. Lessee may fulfill this obligation by qualifying as a self-insurer.

11.4 Coverages in this Section 11 may be reviewed by Weyerhaeuser and revised in Weyerhaeuser's reasonable discretion from time to time, as dictated by economic or legal considerations, or to conform to the applicable prevailing insurance requirements, and Weyerhaeuser reserves the right to make reasonable changes to the amounts and types of insurance limits and policies required under this Lease.

11.5 Lessee's liability is not limited in any manner by the limits of any of Lessee's insurance policies and coverages.

12. Assumption of Risks. Lessee has inspected the Lease Area to its satisfaction and accepts the Lease Area as is and where is. Weyerhaeuser has made no representations as to the present or future condition of its property and the Lease Area; the ability of Lessee to obtain governmental permits; the time or expenses of obtaining governmental permits, the conditions which might be imposed by government agencies; or any other factor affecting Lessee's risks and use of the Lease Area.

13. Third-Party Claims; Indemnity.

13.1 Lessee shall defend, indemnify, and hold harmless Weyerhaeuser and its directors, officers, employees, and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorney's fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Lessee or its successors, agents, and contractors under this Lease or otherwise arising in connection with activities on the land of Weyerhaeuser or its affiliates, except claims caused by Weyerhaeuser's negligence. This includes, without limitation, any claims for: injury to or death of persons; damage to property; timber trespass; nuisance; mechanics' and materialmen's liens; workers' compensation and unemployment taxes; fines and penalties; and claims arising from the installation, use, maintenance, repair, or removal of the Communications Site. Lessee shall take all steps needed to keep Weyerhaeuser's property free of liens arising from Lessee's activities, and promptly obtain or bond the release of any such liens that may be filed.

13.2 Weyerhaeuser shall defend, indemnify, and hold harmless Lessee and its directors, officers, employees, and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Weyerhaeuser or its successors, agents, and contractors under this Lease, except claims caused by Lessee's negligence. This includes, without limitation, any claims for: injury to or death of persons; damage to property; timber trespass; nuisance; mechanics' and materialmen's liens; workers' compensation and unemployment taxes; fines and penalties; environmental damages, cleanups, and corrective actions; and claims arising from the installation, use, maintenance, repair, or removal of the Communications Site.

14. Relocation.

14.1 Lessor shall have the one-time right to require Lessee to relocate Lessee's equipment and property at Lessee's sole cost and expense to another location on Lessor's Property (the "**Relocation Premises**") during Term of this Lease, if:

14.1.1 Such Relocation Premises is equal to or no greater than five percent (5%) larger than Lessee's then current Premises in size; and

14.1.2 Lessor has provided Lessee a written notice not less than eighteen (18) months prior to the requested date of relocation, with a map and description of the proposed Relocation Premises.

14.2 If necessary to prevent unreasonable disruption in the operation of Lessee's network in the area served by Lessee's facility at the Premises, Lessee shall designate a temporary site on Lessor's Property which Lessee and Lessor find suitable to operate a temporary facility during the process of relocation and Lessee may operate its facility thereon.

14.3 The Parties and those under their control shall cooperate to carry out the relocation in an expeditious and efficient manner.

14.4 Notwithstanding anything to the contrary stated herein, if Lessor requires Lessee to relocate and the Parties cannot agree on a mutually-suitable Relocation Premises, which may be in whole or in part affixed to a new structure provided by Lessor or Lessee, within six (6) months after Lessor's notice to Lessee, then either Party in their sole discretion may terminate this Lease upon twelve (12) months' written notice to the other Party, with such termination being treated as the natural expiration of this Lease with no additional terms or Holdover.

15. Termination and Surrender.

15.1 Termination by Lessee. This Lease may be terminated by Lessee only as provided herein. The Lessee's requirement to remove improvements as provided in Section 15.2 shall survive termination of the Lease. This Lease may be terminated by Lessee prior to its natural expiration in the following circumstances:

15.1.1 If Lessee is unable to obtain, maintain or reinstate within thirty (30) days after the cancellation of any easement, license, permit or Governmental Requirement necessary for the construction or operation of the Equipment in accordance with Lessee's Permitted Use. Lessee must show that at all times it used its best efforts in good faith to obtain and maintain any Government Requirement if it desires to terminate pursuant to this Section.

15.1.2 Upon payment to Weyerhaeuser of a termination fee, which is not considered to be Rent, that is equal to the lesser of (a) thirty six (36) months of the Rent or (b) the remaining number of months of Rent in the current Term at the then current rate at the time that notice of termination is given. Such termination fee must be paid at the time Lessee notifies Weyerhaeuser of its election to terminate this Lease. Upon the termination date, Lessee shall terminate all radio transmissions from the Lease Area.

15.1.3 Upon Lessee's termination in accordance with this Section, Lessee shall surrender and vacate the Lease Area and deliver possession thereof to Weyerhaeuser within the time period and in the condition required under this Lease for surrender of the Lease Area (see Section 15.2). Lessee shall continue to pay the Rent at the current rate until it actually physically surrenders the Lease Area and delivers possession thereof to Weyerhaeuser in a manner consistent with Section 15.2.

15.1.4 Upon the natural expiration of this Lease, or upon the earlier termination of this Lease by Lessee or Weyerhaeuser, Lessee shall immediately discontinue all radio frequency transmissions from the Lease Area.

15.2 Surrender. Upon such notice of termination or upon the natural expiration of this Lease, as directed by Weyerhaeuser in writing, Lessee shall within sixty (60) days of expiration or termination remove all or such portion of its equipment from the Lease Area, restore the land to its prelease condition, and surrender the Lease Area to Weyerhaeuser in as good a condition as the date hereof, normal wear and tear excepted, and if evidence of this Lease was recorded in the chain of title then Lessee at Lessee's sole cost and expense shall reconvey all of its rights in the Property to Weyerhaeuser by recorded quitclaim deed or other document approved by Weyerhaeuser. When snow is on the ground, the sixty (60) daytime limit shall commence once the Access Roads are free of snow and are passable by equipment necessary to perform the work. Any damage to Weyerhaeuser's property caused by removal and restoration shall be billed to and paid by Lessee. Pursuant to the terms set forth in this Section, if Weyerhaeuser directs Lessee to leave any real or personal property, then within thirty (30) days of the expiration or earlier termination of this Lease, Weyerhaeuser and Lessee shall execute a mutually acceptable Bill of Sale or other evidence of conveyance of such real or personal property.

16. Suspension, Termination for Default; Default and Right to Cure; Remedies.

16.1 Suspension & Termination. After providing thirty (30) days written notice of any default Weyerhaeuser may suspend Lessee's operations under this Lease immediately. Suspension shall continue until the default is remedied. Any time after thirty (30) days from such a suspension notice, if Lessee is still in default, Weyerhaeuser shall have the option in its sole discretion to terminate Lessee's rights under this Lease immediately. All of Lessee's obligations to Weyerhaeuser and third parties shall survive the termination of Lessee's rights under this Lease, until such obligations have been fulfilled. Insurance coverages shall be maintained until Lessee has completed all restoration and any other required work on the Lease Area.

16.2 Default and Right to Cure.

16.2.1 The following will be deemed default by Lessee and a breach of this Lease:

16.2.1.1 Non-payment of Rent if such Rent remains unpaid for more than 15 (15) days after receipt of written notice from Weyerhaeuser of such failure to pay; or

16.2.1.2 If Lessee abandons or vacates the Lease Area for more than sixty (60) days; or

16.2.1.3 Lessee's failure to perform any other term or condition under this Lease within thirty (30) days after receipt of written notice from Weyerhaeuser specifying the failure.

16.2.1.4 No such failure pursuant to subsection 16.2.1.3, however, will be deemed to exist if Lessee has materially commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes completely beyond the control of Lessee.

16.2.2 If Lessee remains in default beyond any applicable cure period, Weyerhaeuser will have the right to exercise any and all rights and remedies available to it under law and equity, including the right to cure Lessee's default and to charge the actual costs of such cure to the Lessee, or upon Weyerhaeuser's written notice to Lessee to terminate this Lease.

16.2.3 The following will be deemed a default by Weyerhaeuser and a breach of this Lease: Weyerhaeuser's failure to perform any term, condition or breach of any warranty or covenant under this Lease within thirty (30) days after receipt of written notice from Lessee specifying the failure. No such failure, however, will be deemed to exist if Weyerhaeuser has materially commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Weyerhaeuser. If Weyerhaeuser remains in default beyond any applicable cure period, Lessee will have the right to exercise any and all rights available to it under law and equity, including the right to cure Weyerhaeuser's default and to deduct the actual costs of such cure from any monies due to Weyerhaeuser from Lessee.

16.3 Remedies. Weyerhaeuser's rights to suspend and terminate Lessee's rights under this Lease are in addition to all other available remedies. Lessee's remedies shall be limited to termination of this Lease or the right to cure Weyerhaeuser's default and to deduct the actual costs of such cure from any monies due to Weyerhaeuser from Lessee.

17. Notices. With the exception of notices regarding fire suppression and environmental incidents that must be reported by telephone as soon as possible, any notices required or desired shall be in writing and delivered personally or by messenger or sent by U.S. certified mail, return receipt requested, postage prepaid and shall be sent to the

respective addressee at the respective address or email address set forth below or to such other address as the parties may specify in writing:

Weyerhaeuser:

Lessee:

Weyerhaeuser Timber Holdings, Inc.
Attn: Land Use Manager
Re: Wireless Site Legal Notice

Marion County Public Works
Attn: Director
5155 Silverton Road NE
Salem, OR 97305
Tel: 503-588-5036
Fax: 503-588-7970

With a mandatory simultaneously
dispatched copy to:

Weyerhaeuser Company
Attn: Sr. Legal Counsel
RE: Wireless Site Legal Notice
220 Occidental Avenue South
Seattle, WA 98104

Marion County Finance Department
Attn: Contracts & Procurement
Manager
P.O. Box 14500
Salem, OR 97301

Notices shall be deemed effective upon receipt when hand delivered to addressee, or, if mailed, upon receipt or rejection as evidenced by the U.S. Postal Service. The delivery of the mandatory copy to legal counsel is an administrative step only and does not constitute the notice required by this Section 17.

18. Bankruptcy

18.1 Weyerhaeuser and the Lessee hereby expressly agree and acknowledge that it is the intention of both parties that in the event that during the Term including any Holdover Term of this Lease if Lessee shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a "Proceeding") under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. (the "Code"), this Lease is and shall be treated for all purposes and considered for all intents as an unexpired lease of nonresidential real property for purposes of Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

18.2 Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC Sections 101, et seq., shall be deemed without further act to have assumed all of the obligations of Lessee arising under this Lease both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Weyerhaeuser an instrument confirming such assumption. Any monies or

other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Weyerhaeuser, shall be the exclusive property of Weyerhaeuser, and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Weyerhaeuser's property under the preceding sentence not paid or delivered to Weyerhaeuser shall be held in trust for the benefit of Weyerhaeuser and be promptly paid to Weyerhaeuser.

19. Other Provisions.

19.1 Time. Time is of the essence for each and every provision of this Lease.

19.2 Late Payments. If any payments remain unpaid ten (10) business days after the date the payment is due, Lessee shall pay interest in the amount of 15% for each month or part thereof (or the maximum allowed by law, if less) on any late payments.

19.3 Qualified to Do Business. Each party represents that it is legally qualified to do business in the state in which the Lease Area is located.

19.4 Corporate Authority. Each party to this Lease, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Lease and that its execution, delivery, and performance of this Lease has been fully authorized and approved, and that no further corporate approvals or consents are required to bind such party.

19.5 No Agency. The parties agree that no agency, partnership, or joint venture of any kind is intended or shall be created by or under this Lease. Neither party is an agent of the other party nor is either party authorized to obligate the other party.

19.6 Successors and Assigns. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

19.7 Severability. If any provision of this Lease is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Lease, and to this end the provisions of this Lease are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Lease.

19.8 Waiver. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Lease, nor shall any purported oral modification or rescission of this Lease by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, right, condition, or provision hereof shall

constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, right, condition, or provision.

19.9 Survival. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Lease shall survive and remain in effect following the expiration or termination of this Lease, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

19.10 Governing Law and Venue. The validity, construction, and performance of this Lease shall be governed by and construed in accordance with the laws of the State of Oregon without regard to its conflict of laws rules. The parties agree that sole venue and jurisdiction for any controversy arising out of this Lease shall vest with the Marion County Circuit Court within the State of Oregon.

19.11 Integrated Agreement; Modification. This Lease constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations and representations. There are no representations or understandings of any kind not set forth herein. This Lease may not be modified except in writing and signed by the parties.

19.12 Interpretation. Each party acknowledges that it and its legal counsel have reviewed this Lease. The parties agree that the terms and conditions of this Lease shall not be construed against any party on the basis of such party's drafting, in whole or in part, of such terms and conditions.

19.13 Further Assurances. In addition to the actions specifically mentioned in this Lease, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Lease including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Lease.

19.14 Broker's Commissions. Each of the parties hereby represents and warrants to the other that it has not discussed or had any communications concerning the Lease Area with any real estate agent or broker pertaining to this transaction, and that to the best of their knowledge no commissions or broker's fees are owed on this transaction. Should any claim for a commission or finder's fee be asserted by any third party as a result of the act or omission of either party, then the party alleged to have agreed to pay such commission or fee shall be solely responsible therefore, and shall indemnify, defend, and hold the other party harmless from any and all loss, damage, liability, cost, or expense, including, without limitation, attorneys' fees, suffered or incurred by it arising out of or relating to any claim for real estate commission or fee made by any such real estate agent or broker.

19.15 Confidentiality. The terms of this Lease may not be disclosed by Lessee to persons other than Lessee's parent entity, its legal counsel, or parties confidentially bound to Lessee (a) without Weyerhaeuser's prior written consent or (b) unless in response to an

order of a court or (c) in response to a public information request submitted in compliance with Oregon Public Records Law, *provided* Lessee shall provide written notice to Weyerhaeuser prior to release of the Lease under any public information request submitted in accordance with Oregon Public Records Law.

19.16 Attorneys' Fees. Should any legal action or proceeding be commenced by either party in order to enforce this Lease or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party only in a final judgment on the merits may be entitled to recover its attorneys' fees capped at a maximum total cost of \$5,000 including other costs incurred in connection with such action or proceeding, and costs of pursuing or defending any legal action that may be awarded at the discretion of the court. With respect to any provision in this Lease providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process.

19.17 Exhibits. All exhibits referred to herein are deemed to be incorporated in this Lease in their entirety and for all purposes. As between the written terms contained in this Lease and the exhibits attached hereto, the more detailed and more specific shall be deemed to control and supersede the less detailed and less specific.

19.18 Headings. The headings in this Lease are for convenience only and are not a part of this Lease, nor are they intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Lease nor the meaning of any provisions hereof.

19.19 Estoppel. Each party agrees to furnish to the other such truthful estoppel information within 30 days as the other may reasonably request. Failure of Lessee to provide a response to Weyerhaeuser's estoppel request within 30 days after Lessee's receipt of such request shall be treated for all purposes and by all parties as conclusive proof by Lessee of Weyerhaeuser's full and unconditional compliance with this Agreement.

19.20 Not an Offer. The submission of this Lease to any party for examination or consideration does not constitute an offer, reservation of or option for the Lease Area based on the terms set forth herein. This Lease will become effective as a binding Lease only upon the handwritten legal execution, acknowledgment and delivery hereof by Weyerhaeuser and Lessee.

19.21 Payment of Sums during Breach. The receipt of any sum paid by Lessee to Weyerhaeuser after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing by Weyerhaeuser.

19.22 Duplicate Originals. This Lease shall be executed in duplicate originals. Execution of this Lease at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute this Lease.

19.23 Signing Order. This Lease shall be executed first by Lessee and then tendered to Weyerhaeuser.

Executed and Effective as of the date first above written.

Weyerhaeuser Timber Holdings, Inc.

Marion County

By: _____

By:(see attached MC Signature
page)_____

Its: _____

Its: _____

**SIGNATURE PAGE FOR
COMMUNICATIONS SITE LEASE - PW-6989-26
between
MARION COUNTY and WEYERHAEUSER COMPANY**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: DocuSigned by:
Brian Nicholas
9793BA7ACD6D443... 2/10/2026

Department Director or designee Date

Authorized Signature: DocuSigned by:
Jan Fritz
DC16351240DE4EC... 2/10/2026

Chief Administrative Officer Date

Reviewed by Signature: Signed by:
Scott Norris
00C98A6F708240B... 2/10/2026

Marion County Legal Counsel Date

Reviewed by Signature: DocuSigned by:
[Signature]
A3538E7AEC704F4... 2/10/2026

Marion County Contracts & Procurement Date

WEYERHAEUSER COMPANY SIGNATURE

Authorized Signature: _____
Date

Title: _____

EXHIBIT A
Lease Area and Site Plan



PROJECT INFORMATION:
**MARION COUNTY
APW**
2.6 MI NORTH OF 910 N SANTIAM HWY W
GATES, OR

DATE	RELEASE
08/20/18	SITE DESIGN
07/20/18	PRELIMINARY CONCEPT DRAWINGS
07/10/18	PRELIMINARY
06/20/18	PRELIMINARY CONCEPT DRAWINGS
06/10/18	PRELIMINARY CONCEPT DRAWINGS

DRAWING INFORMATION:
THIS DRAWING IS CONSIDERED VALID IN THE SOLE
PROPERTY OF THE OWNER. THIS PRODUCT IS SOLELY
FOR USE BY THE OWNER AND ITS AFFILIATES.
REPRODUCTION OR USE OF THIS DRAWING AND/OR
THE INFORMATION CONTAINED HEREIN FOR OTHER
PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE OWNER.



LICENSEE:

RENEWAL DATE: 12/31/26

SHEET TITLE:
**ENLARGED
SITE PLAN**

SHEET NUMBER:
C-2

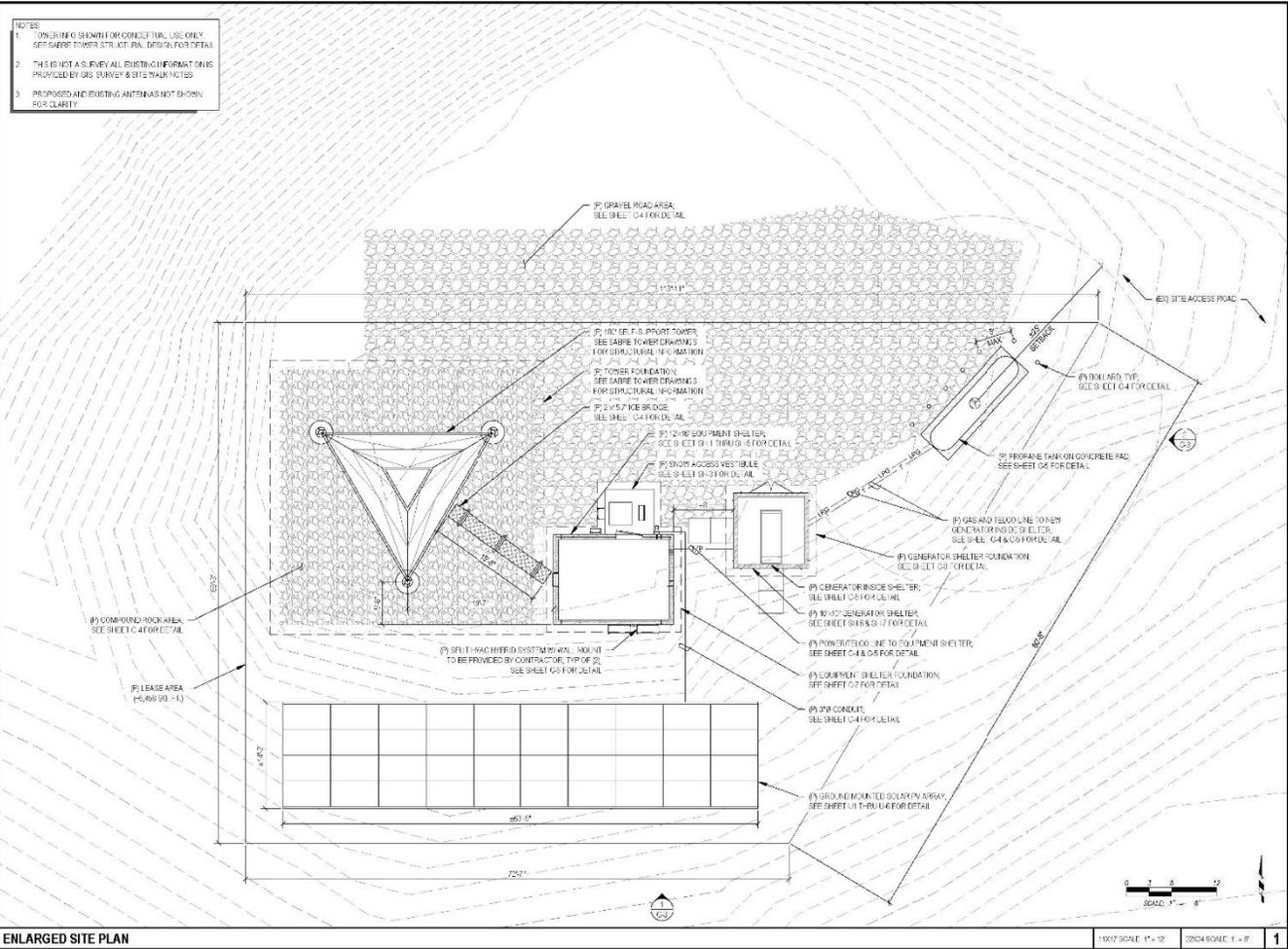


EXHIBIT C
FORM MEMORANDUM OF LEASE

After recording return document to:

Weyerhaeuser Company
Land Title Dept. – HQ7
220 Occidental Avenue South
Seattle, WA 98104

Document Title: Memorandum of Communication Site Lease

Reference No. of Related Documents:

Lessor: Weyerhaeuser Timber Holdings, Inc.

Lessee: Marion County Public Works

Legal Description: S16-T9S-R3E: SESW

Tax Parcel Number: 093E160000700

MEMORANDUM OF COMMUNICATION SITE LEASE

MILL CITY

This Memorandum of Communication Site Lease (“Memorandum”) refers to that certain Communication Site Lease dated the ___ day of _____, 202__, between **Weyerhaeuser Timber Holdings Inc.**, a Delaware corporation (hereinafter called “Weyerhaeuser”) and **Marion County** (hereinafter called “Lessee”).

1. **Premises.** Weyerhaeuser has granted a lease to Lessee upon the terms and conditions of the Communication Site Lease to use the property situated in Marion County, Oregon, being more particularly described as the SESW of Section 16, Township 9 South, Range 3 East, Marion County, Oregon.
2. **Term.** The term of the Communication Site Lease commenced on August 1, 2025 and shall expire on July 31, 2031 (the “Expiration Date”).
3. **Purpose.** This Memorandum is prepared and recorded for the sole purpose of imparting constructive notice of said Communication Site Lease during the term for the Communication Site Lease and in no way modifies the terms of the Communication Site Lease.

4. **Termination.** Upon the Expiration Date, or sooner by written agreement of the parties, this Memorandum as recorded against title shall automatically extinguish and be of no further force and effect.

5. **Questions.** Questions regarding this Memorandum shall be addressed to Attention _____, _____, _____.

Dated: _____

Dated: _____

WEYERHAEUSER TIMBER
HOLDINGS, INC.

MARION COUNTY PUBLIC
WORKS

By: _____

By:

Title
Authorized Agent

Title
Authorized Agent

STATE OF WASHINGTON)
 :) ss.
County of KING)

On this _____ day of _____, 2025, before me personally appeared _____, to me known to be the _____ of WEYERHAEUSER TIMBER HOLDLINGS, INC., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute said instrument.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year herein first above written.

(SEAL)

Notary Public in and for the State of
Washington, residing at _____
My commission expires _____

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____ before me personally appeared _____, to me known to be the _____, for _____, and that he executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein set forth, and on oath states that s/he is authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

Notary Public in and for the State of
_____, residing at _____
My commission expires _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: February 18, 2026

Department: Sheriff's Office

Title: Jail-Based Medications for Opioid Use Disorder (JMOUD) Medication Purchases

Management Update/Work Session Date: February 3, 2026 Audio/Visual aids

Time Required: 5 mins Contact: Beth Johnston Phone: 503-589-3261

Requested Action: Staff recommends considering the approval to purchase medications with Henry Schein, Inc. with a Not-to-Exceed amount of \$309,600.00.

Issue, Description & Background: The Sheriff's Office requests approval to purchase Brixadi, a pharmaceutical drug, for the jail by a Blanket purchase order referencing State Price agreement (SPA) # PO-10700-00024580 and Minnesota Multi-State Contracting Alliance (MMCAP) MMS220734 that conforms to Marion County Public Contracting Rules, Section 10-0400. The medication is used to provide treatment to persons in custody with an opioid disorder. This purchases will give the Sheriff's Office the ability to keep medications on hand to help mitigate barriers of providing treatment to persons in custody with opioid disorder. CMS Record # SO-6947-26.

Financial Impacts: Budgeted purchases using incoming funds from the Criminal Justice Commission JMOUD Grant. Costing String: 250.31.33.333.3309.521120.033029

Impacts to Department & External Agencies: N/A

List of attachments: BOC packet with Purchase Order and Quote

Presenter: Commander Jacob Ramsey

Department Head Signature: Signed by: Nicholas Hunter

Contract Review Sheet

Purchase Order

941942

Title: **Jail-based Medications of Opioid Use Disorder (JMOUD) Medication Purchase**

Contractor's Name: **Henry Schein, Inc.**

Department: **Sheriff's Office**

Contact: **Bethany Johnston**

Analyst: **Sandra Fixsen**

Phone #: **(503) 589-3261**

Term - Date From: **Upon Signatures**

Expires: **December 31, 2026**

Original Contract Amount: \$ **309,600.00**

Previous Amendments Amount: _____

Current Amendment: \$ **-**

New Contract Total: \$ **309,600.00**

Amd% **0%**

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: **10-0400 Cooperative**

Cooperative# _____

Description of Services or Grant Award

Criminal Justice Commission awarded the Marion County Sheriff's Office the Jail- Based Medications of Opioid Use Disorder (JMOUD) grant which allows adults in Custody with opioid disorder to receive medication treatment.

State Price agreement (SPA) # PO-10700-00024580 allows Henry Schein, Inc. to provide units of Brixadi Subcutaneous Injections when needed to stock the jail medical unit.

Contract term and SPA end on 12/31/26. CPO has a total NTE of \$309,600.00 and SPO will indicate the unit price of \$374.99.

CMS record# SO-6947-26.

Desired BOC Session Date: **2/18/2026**

Contract should be in DocuSign by: **1/28/2026**

Agenda Planning Date: **2/5/2026**

Printed packets due in Finance: **2/3/2026**

Management Update: **2/3/2026**

BOC upload / Board Session email: **2/4/2026**

BOC Session Presenter(s) **Commander Jacob Ramsey**

Code: **Y**

REQUIRED APPROVALS

Signed by: 
 C5E72231E6E5AE3
 Finance - Contracts Date: **1/26/2026**

Signed by: 
 D69BA3AA80AC4BE
 Contract Specialist Date: **1/30/2026**

Signed by: 
 1B14E2739E8EAE4
 Legal Counsel Date: **1/27/2026**

DocuSigned by: 
 DC16351248DE4EC
 Chief Administrative Officer Date: **1/30/2026**

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 that 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 under this provision 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 for the following reasons: (1) If the consultant 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. Termination under this provision may be immediate; (2) If the consultant fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract. Termination under this provision may be immediate. (3) Failure of the consultant or Marion County to comply with the provisions of this PO and all applicable federal, state, and local laws and rules may be cause for termination of this contract. Such 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 consultant 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.

Brixadi Subcutaneous Injection 24mg Weekly Prefilled Syringe 0.48mL Each

Brixadi Subcutaneous Injection 24mg Weekly Prefilled Syringe 0.48mL Each

1477984 | Braeburn Inc. - 58284022401

DESCRIPTION:

Brixadi Subcutaneous Injection 24mg Weekly Prefilled Syringe 0.48mL Each

PACKAGING OPTIONS (1)

~~\$427.00~~ **EA**
1 @ \$374.99 **EACH**



Show from Items Purchased

This product is Non-Returnable.
This product is a Class 3, 3N, 4, or 5 drug. Please ensure that HSI has your DEA number for the corresponding class on file.



Compare | Save to Shopping List

CATEGORY:

Pharmacy / Rx / Analgesics / Opioid Use Disorder

UNSPSC:

51000000

BILLING NDC#

58284022401

NDC#

5828422401

ADDITIONAL ATTRIBUTES



Specifications

Product specifications and dimensions

ADDITIONAL ATTRIBUTES

Weekly

CONTAINER SIZE

0.48mL

CONTAINER TYPE

Prefilled Syringe

DOSAGE FORM

Subcutaneous Injection

**SIGNATURE PAGE FOR
JAIL-BASED MEDICATIONS OF OPIOID USE DISORDER (JMOUD) MEDICATION
PURCHASE - SO-6947-26
between
MARION COUNTY and HENRY SCHEIN, INC.**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

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

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

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

Authorized Signature:	<small>Signed by:</small>  <small>574858962EE148C...</small>	1/26/2026
	Department Director or designee	Date

Authorized Signature:	<small>DocuSigned by:</small>  <small>DC16351248DE4EC...</small>	1/30/2026
	Chief Administrative Officer	Date

Reviewed by Signature:	<small>Signed by:</small>  <small>1B14F2739E8E4E4...</small>	1/27/2026
	Marion County Legal Counsel	Date

Reviewed by Signature:	<small>Signed by:</small>  <small>C5F72231E6F54E3...</small>	1/26/2026
	Marion County Contracts & Procurement	Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: March 4, 2026

Department: Community Services

Title:

Key Volunteer Appointment

Management Update/Work Session Date: 2/17/26 Audio/Visual aids

Time Required: 5 min. Contact: Brian Smith Phone: x5234

Requested Action:

Appoint Jeff Simons as a Marion County Fair Key Volunteer

Issue, Description & Background:

In addition to the 7 board members, the Marion County Fair utilizes key volunteers. A key volunteer operates the same as a regular board member with the exception of having voting privileges. Key volunteers are encourage to oversee a particular activity or program area and are the first to be considered for filling a board member position when an opening occurs. At their January 7, 2026 regular fair board meeting, the board interviewed Jeff Simons for a key volunteer position. The fair board is looking for assistance on the front-end (public competitions, information booths, will call, etc.) in which Jeff has experience. The fair board recommends Jeff Simons be appointed as a key volunteer to the Marion County Fair Board for a 3-year term with a term ending date of December 31, 2029.

Financial Impacts:

None

Impacts to Department & External Agencies:

None

List of attachments:

Simons application, order of appointment, fair board roster

Presenter:

Chip Bury

Department Head Signature:

Kelli Wase



Advisory Board Application

Applicant's Name: Jeff Simons
Adv. Board: Fair Board
City of Residence: Salem **Zip Code: 97305**
Occupation: Retired (Certified Hospitality Administrator)
Application Rcd: December 8, 2025

The reason I am applying: Since relocating to Salem in May 2021, I have volunteered at both the County Fair the last 5 years, but also at the Marion County Dog Shelter for 2 years 2022-23 I feel the need to become more involved beyond the usual fair volunteer positions that I have done these last years.

More about my personal and professional interests: To be able to share my vast Hospitality and Organizational skills and hopefully contribute to the ongoing and continued success of the Marion County Fair.

Tell us more about your community involvement: I have been a volunteer at the Marion County Fair X 5 years covering many varied positions, and also did some volunteer work at the Marion County Dog Shelter X 2 years as a dog walker.

Previous board service at Marion County: N/A

Qualifications and Skills: My most relevant experiences include but are not limited to Hotel Operations Management with a degree in both Hospitality Operations and Management. Prior to my relocation I was on the Board of directors for the Burbank Visitors Bureau (as I was managing a hotel near BUR - Burbank Airport) / which included the Chamber of Commerce. I possess over 30 years of Hospitality experiences including Food and Beverage, Conventions, Security. I have Trained, Supervised and Managed many a diversified Staff and Team Members. BUT !! I am just looking to be of service where I may be needed, and to assist as needed.

More about yourself and why you are applying: I am retired and seeking to stay involved as best as I can in what ever volunteer positions that maybe available to me, while utilizing my vast skill set. Also because I really like the County Fair and always free up my calendar to be available during the fair.

Signature

Agreement Statement:

I give my permission for the named references to be contacted, either verbally or in writing. All the information on this application is true to the best of my knowledge and I understand I am applying for a volunteer position with Marion County.

I understand that appointed members of a Marion County advisory board, commission, committee, or council are considered public officials under Oregon law. Marion County will provide orientation and more information upon appointment.

I Agree *

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the Matter of Key Volunteer)
Appointment to the)
Marion County Fair Board)

ORDER No. _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on March 4, 2026 to consider the appointment of Jeff Simons to the Marion County Fair Board as a Key Volunteer.

IT APPEARING to the Board that it has authority pursuant to ORS 565.210 to appoint up to seven members to the county fair board whose volunteer service includes many assignments in order to plan for and put on the Marion County Fair; and,

IT APPEARING that the Marion County Fair Board has recommended the position of a Key Volunteer to assist in the efforts to put on the county fair, support specific activities/events assigned, and build capacity for future fair board members; and,

IT APPEARING that the board finds that Jeff Simons is qualified and willing to serve as a Key Volunteer to the Marion County Fair; and,

IT IS ORDERED that Jeff Simons be appointed as a Key Volunteer to the Marion County Fair Board with a term beginning on March 4, 2026 and ending on December 31, 2029 effective immediately to serve at the pleasure of the Marion County Board of Commissioners.

DATED at Salem, Oregon, this _____ day of March 2026.

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

ori: Clerk
cc: CS
Vol. Coord
Appointee

2026 Fair Board Member Roster

CAPACITY	ORIGINAL APPOINTMENT DATE	TERM EXPIRES
Member		
Joseph Billington	2/19/2025 (Filling Prior Member's position)	12/31/2025
Brandi Crandall*	1/18/2024	12/31/2026
Dana Castano	1/18/2024	12/31/2027
Greg Martin	1/18/2024	12/31/2025
Amy Goulter Allen	4/5/2023	12/31/2027
Shannon Gubbels	1/30/2002	12/31/2027
Pam Zielinski	12/21/2005	12/31/2026
Key Volunteer		

*BOC approved Crandall's membership of her move to out of county residency at the Management Update August 27, 2024.

Updated: 01/26



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 3/4/2026

Department: Public Works

Title: Appointments to the Marion County Parks Commission

Management Update/Work Session Date: 2/3/2026 Audio/Visual aids

Time Required: 5 mins Contact: Kevin Thompson Phone: 4158

Requested Action: Approve Board Orders for Chair, Vice-Chair and membership to the Marion County Parks Commission.

Issue, Description & Background: The Marion County Board of Commissioners formed the MC Parks Commission by order on September 16, 1958, to offer public input on parks issues. It consists of no less than five (5) or more than seven (7) members, all of whom serve at the pleasure of the Board of Commissioners. At it's regularly scheduled meeting on January 15, 2026 the Parks Commission voted on the following recommendations:
- Appointing Hunter McClure for a four-year term as a citizen-at-large.
- Appointing Alton Hoover for a two-year term as Chair.
- Appointing Tabitha Henricksen for a two-year term as Vice-Chair.

Financial Impacts: N/A

Impacts to Department & External Agencies: N/A

List of attachments: (1) Board Orders, (2) Application, (3) Parks Commission Roster

Presenter: Kevin Thompson

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas Date: 2026.02.03 15:10:35 -08'00'

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the matter of appointing)
Hunter McClure to the)
Marion County Parks Commission)

ORDER NO: _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on Wednesday, March 4, 2026, to appoint a new member to the Marion County Parks Commission.

WHEREAS, the Board of Commissioners has established the Marion County Parks Commission in accordance with Order dated September 16, 1958; and

WHEREAS, the Marion County Parks Commission serves as an advisory board to offer public input on parks issues and shall consist of no less than five (5) or more than seven (7) members; and

WHEREAS, there is a vacant position of the Marion County Parks Commission; and

WHEREAS IT APPEARING to the Board of Commissioners that Hunter McClure is qualified and willing to serve as a citizen-at-large for a four-year term on the Marion County Parks Commission; now, therefore,

IT IS HEREBY ORDERED that Hunter McClure is appointed as an at-large member of the Marion County Parks Commission for a term beginning March 4, 2026 and ending December 31, 2029.

DATED this 4th day of March, 2026.

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

Cc: Clerk

Volunteer Services

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the matter of appointing)
Alton Hoover as)
Chair of the)
Marion County Parks Commission)

ORDER NO: _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on Wednesday, March 4, 2026 to consider the appointment of Alton Hoover as Chair to the Marion County Parks Commission.

WHEREAS, the Board of Commissioners has established the Marion County Parks Commission in accordance with Order dated September 16, 1958; and

WHEREAS, the Parks Commission Bylaws state the Committee will be led by a Chair who is approved by the Board of Commissioners and the Chair shall serve a two-year term; and

WHEREAS, the board finds that Alton Hoover is qualified and willing to serve as Chair of the Marion County Parks Commission; now, therefore,

IT IS HEREBY ORDERED that Alton Hoover is appointed as Chair of the Parks Commission for a term beginning March 4, 2026 and ending March 4, 2028.

DATED this 4th day of March, 2026.

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

Cc: Clerk

Volunteer Services

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the matter of appointing)
Tabitha Henricksen as)
Vice Chair of the)
Marion County Parks Commission)

ORDER NO: _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on Wednesday, March 4, 2026 to consider the appointment of Tabitha Henricksen as Vice Chair to the Marion County Parks Commission.

WHEREAS, the Board of Commissioners has established the Marion County Parks Commission in accordance with Order dated September 16, 1958; and

WHEREAS, the Parks Commission Bylaws state the Committee will be led by a Vice Chair who is approved by the Board of Commissioners and the Vice Chair shall serve a two-year term; and

WHEREAS, the board finds that Tabitha Henricksen is qualified and willing to serve as Vice Chair of the Parks Commission; now, therefore,

IT IS HEREBY ORDERED that Tabitha Henricksen is appointed as Vice Chair of the Parks Commission for a term beginning March 4, 2026 and ending March 4, 2028.

DATED this 4th day of March, 2026.

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

Cc: Clerk

Volunteer Services



Advisory Board Application

Applicant's Name: **Hunter McClure**

Adv. Board: **Parks Commission**

City of Residence: **Salem** Zip Code: **97317**

Occupation: **Project Manager, State of Oregon Dept. of Consumer & Business Services**

Application Rcd: **November 24, 2025**

The reason I am applying:

While my initial interest was sparked by the transition of Santana Village Park near my home, attending the November 20th meeting significantly expanded my perspective. I saw the breadth of work the Commission handles and the positive impact it has on the region. I am applying because I want to move beyond just my local neighborhood interest to support the County's broader mission. I believe my background can help the Commission continue to manage these complex assets effectively as our community grows.

More about my personal and professional interests:

Professionally, I am a Project Manager for the State of Oregon (DCBS/DFR) with a strong focus on systems thinking and policy implementation. I have a genuine professional interest in public administration, specifically regarding how county policy translates into tangible community benefits. Personally, I view parks as essential community infrastructure. I live right next to a park, so I see firsthand how these spaces function as vital gathering places. I want to ensure that infrastructure is maintained efficiently.

Tell us more about your community involvement:

I currently serve on the Board of the East Salem Suburban Neighborhood Association (ESSNA). In that role, I have been instrumental in refreshing our bylaws and creating community flyers to boost engagement. Additionally, I volunteer with the Santana Village Park Association, where I help with park maintenance and plan new projects. I also helped organize our neighborhood's National Night Out event this past August. My work involves direct collaboration with neighbors to identify needs and execute projects.

Previous board service at Marion County:

N/A

Qualifications and Skills:

My background is in Project Management and IT Auditing. I bring the following skills to the commission:

- Strategic Planning: Experience developing frameworks to align operations with strategic missions.
- Governance and Compliance: Comfortable navigating bylaws, regulations, and risk assessments.
- Systems Thinking: I excel at breaking down complex problems into actionable tactics.
- Technical Proficiency: Skilled in Google Workspace and automation to ensure efficient communication.



Advisory Board Application

More about yourself and why you are applying:

I am a systems thinker who believes that good governance leads to great communities. I thrive at the intersection of local impact and county logistics. I do not just want to occupy a seat. I want to apply my project management skills to help the commission execute its goals. I am committed to preserving the quality of our county parks through sound planning and active participation. And really at the end of the day, its my hope that by helping create great park environments we can encourage the community to get out and flourish.

References: Benjamin Kuiper, personal reference, Helena, Montana
Marilynn Long, Fellow East Salem Suburban Neighborhood Association member.

Signature

Agreement Statement:

I give my permission for the named references to be contacted, either verbally or in writing. All the information on this application is true to the best of my knowledge and I understand I am applying for a volunteer position with Marion County.

I understand that appointed members of a Marion County advisory board, commission, committee, or council are considered public officials under Oregon law. Marion County will provide orientation and more information upon appointment.

I Agree *

Marion County Parks Commission Members January 20, 2026

Name	Term Expires	City of Residence
Alton Hoover, Vice-Chair	6-30-2027	Salem
Herschel Sangster, Chair	3-16-2026	Keizer
Tabitha Henricksen	12-31-2027	Salem
Wayne Rawlins	6-30-2029	Salem
Amanda Arthurs	6-30-2029	Salem
VACANT		
VACANT		

Marion County Public Works Parks Staff

Staff	Phone	Email
Russ Dilley	(503) 365-3120	rdilley@co.marion.or.us
Kevin Thompson	(503) 566-4158	kthompson@co.marion.or.us
Dennis Mansfield	(503) 365-3111	dmansfield@co.marion.or.us
Whitney Ned	(503) 566-4153	wned@co.marion.or.us



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 3/4/2026

Department: Public Works

Title: Amendment #6 to PW-5182-22 with Keller Associates, Inc. for the Brooks Drinking Water Project

Management Update/Work Session Date: 10/28/2025 Audio/Visual aids

Time Required: 10 minutes Contact: Shane Ottosen Phone: 503-566-4119

Requested Action:
 Approve Amendment No. 6 to Standard Professional Services Agreement PW-5069-22 with Keller Associates, Inc. for the ARPA - Brooks-Hopmere Drinking Water Improvement Project, increasing the contract not-to-exceed value by \$807,343, from \$2,397,829 to \$3,205,172.

Issue, Description & Background:
 Marion County Public Works is in the process of delivering the Brooks Community Service District (BCSD) Municipal Water Improvement Project and has retained Keller Associates to provide design, engineering, surveying, environmental and cultural resource studies, permitting, construction oversight and other professional services essential for delivery of the Project. This Amendment #6 to the existing consultant services agreement with Keller Associates adds construction engineering services. Due to in-house staffing limitations, Keller Associates will provide construction phase engineering services to support Marion County including construction submittal review and processing, permit compliance, inspections, oversight and documentation to the contract. Amendment 6 also include SCADA & Integration design.

Financial Impacts:
 Amendment No.6 will increase the contract not-to-exceed value by \$807,343, from \$2,397,829 to \$3,205,172. This is a budgeted expense in the current fiscal year utilizing ARPA funds.

Impacts to Department & External Agencies:
 Approval of Amendment 6 will allow the work described above to proceed without delay, which is essential to achieve the ARPA expenditure deadline of December 31, 2026. This amendment does not result in impacts to other departments or external agencies.

List of attachments:
Amendment 6 to Standard Professional Services Agreement PW-5182-22

Presenter:
Shane Ottosen, Project Manager, Marion County Public Works

Department Head Signature:
Brian Nicholas Digitally signed by Brian Nicholas
 Date: 2026.01.26 12:43:18 -08'00'

Contract Review Sheet

A&E Standard Prof Svcs Agmnt

PW-5182-22 - Am6

Title: ARPA - Brooks-Hopmere Drinking Water Improvement and Wastewater Projects

Contractor's Name: Keller Associates, Inc.

Department: Public Works Department

Contact: Alicia Jones

Analyst: Kathleen George

Phone #: -4388

Term - Date From: Execution

Expires: December 31, 2026

Original Contract Amount: \$ 447,141.00

Previous Amendments Amount: \$ 1,950,688.00

Current Amendment: \$ 807,343.00

New Contract Total: \$ 3,205,172.00

Amd% 617%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 30-0220 Formal Selection A&E

1215

Description of Services or Grant Award

Expand and upgrade the wastewater conveyance and treatment system in the unincorporated city of Brooks. Work includes necessary upgrades to the existing BCSD wastewater treatment plant (lagoon) to accommodate a future traditional gravity-fed sewage collection system. The upgraded wastewater treatment plant will need to be sized to accommodate expanded volumes and sewage concentrations. Amendment 1 - Topographic Survey (increase of \$96,420). Amendment 2 - Task 300.8 Community Well Evaluation (increase \$17,264). Amendment 3 - Conduct preliminary engineering design (50%) for the Phase 1 distribution system and Brooks water campus, to include realignment of the existing water supply line, storage reservoir, booster pump station and related works, and additional expenditures for land acquisition support, and testing of candidate wells (water yield and water quality) for future Brooks water supply options (increase of \$1,308,631). Amendment 4 - Annual update of professional service rates for 2025. No scope or cost related to this amendment. Amendment 5 - Adds task 303 - final engineering design services (increase of \$528,373).

Amendment 6 - Adds \$807,343 to provide additional construction engineering services including construction submittal review and processing, permit compliance, inspections, oversight and documentation, and SCADA & Integration Design.

Desired BOC Session Date: 3/4/2026

Contract should be in DocuSign by: 2/11/2026

Agenda Planning Date: 2/19/2026

Printed packets due in Finance: 2/17/2026

Management Update: 2/17/2026

BOC upload / Board Session email: 2/18/2026

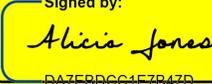
BOC Session Presenter(s) Shane Ottosen

Code: Y

REQUIRED APPROVALS

DocuSigned by:

 A3528E7AEG704F4...
 Finance - Contracts 2/10/2026
 Date

Signed by:

 DA7EBDDCC4E7B47D...
 Contract Specialist 2/11/2026
 Date

Signed by:

 80C08A6F708240B...
 Legal Counsel 2/10/2026
 Date

DocuSigned by:

 DC10351248DE4EG...
 Chief Administrative Officer 2/10/2026
 Date



AMENDMENT 6 to PW-5182-22
the STANDARD PROFESSIONAL SERVICES CONTRACT
between
MARION COUNTY and KELLER ASSOCIATES, INC.

This is Amendment No. ~~5~~ 6 to the Standard Professional Services Contract (as amended from time to time, the “Contract”), dated July 10, 2023, between Marion County, a political subdivision of the State of Oregon, hereafter called County or Owner, and Keller Associates, Inc., hereafter called Consultant.

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

DEFINITIONS

CM/GC: Slayden Constructors, Inc., acting as the Owner’s Construction Manager/General Contractor under Marion County agreement PW-5864-24 as executed on April 12, 2024.

AGREEMENT

This Contract shall become effective on the date that the Contract is fully executed by the Parties and all required Marion County approvals have been obtained (the “Effective Date”). No Services shall be performed prior to the Effective Date. The Contract shall expire, unless otherwise terminated or extended, on **December 31, 2026**.

Generally, the Services to be performed by Consultant on the Project consist of the following (the “Services”):

Professional engineering services for master planning, design and permitting of water and wastewater improvements within the Brooks Community Service District (BCSD).

Owner agrees to pay Consultant a sum not to exceed ~~\$2,397,829~~ \$3,205,172 for Phase 1, 2, and 3 Services, which shall include all allowable expenses, more specifically described in **EXHIBIT A, Statement of Work**.

MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT
EXHIBIT A - STATEMENT OF WORK

Owner and Consultant agree that the following Services shall be provided by Consultant. Additional services may be added by amendment.

PROJECT DESCRIPTION: The Project will upgrade the wastewater and potable water systems within the unincorporated city of Brooks.

The Project will plan, design, and permit improvements to the existing wastewater utility system of the Brooks Community Service District (“Subproject A”). The Project will include master planning and immediate recommended improvements.

The Project includes planning, design, and permit services for the expansion and upgrades to the domestic water and fire flow capacity of the existing system of the Brooks Community Service District (“Subproject B”). It is assumed that property will be acquired as needed for these improvements. The work will include installation of new water mains, service connections and fire hydrants currently served by the Brooks

Community Service District. Additional work may include a domestic water well(s), water storage reservoir(s), and a booster pump station. Master planning will also involve assisting the County with coordination efforts to determine the feasibility of interconnection with adjacent water purveyors.

Tasks within this Statement of Services are organized as follows:

100-Level Tasks – General Engineering Services – Overall project management, administration and coordination of Consultant Services, meetings, communication, public engagement, land use, planning, financial consulting, general engineering, and related Services.

200-Level Tasks – Subproject A Services – Brooks-Hopmire Wastewater System – Engineering studies, design, permitting, property acquisition, bid support and construction administration.

300-Level Tasks – Subproject B Services – Brooks-Hopmire Water System – Engineering studies, design, permitting, bid support and construction administration.

Consultant may provide Services for some or all Project components according to the tasks described herein and as later amended. Consultant's role and the Services provided by Consultant for each Project phase may depend on the availability of Project funding.

PROJECT PHILOSOPHY: Consultant shall perform professional services for the Project to obtain the greatest long-term value for Marion County, and to result in the prudent expenditure of public funds within the constraints of the Project program, context, and budget. In pursuing these goals, Consultant, with Owner's assistance, shall:

- a. Perform Services that are appropriate for the context of the Project and the nature of its function, both present and future.
- b. Avoid aesthetic effects in the Project design that are disproportionate when compared to the additional benefit to the Project as a whole.
- c. Help manage the Project, so design is completed on time and within budget.
- d. Strive to reduce the construction cost of the Project while keeping in mind the affordability of the life-cycle costs.
- e. At design progress meetings, apprise Owner concerning the economic impact of design decisions.
- f. Document Project requirements and include requirements in the Construction Documents. Respond to Owner comments on Project requirement location.

Representatives of the Parties for this Contract and the Project are:

Consultant: Peter Olsen, PE, Project Manager

Telephone: **503.364.2002**

Owner: Chris Einmo, Project Manager

Telephone: **503.566.4119**

The Services Consultant shall perform for each phase of the Project are described below:

PHASE 1 – GENERAL ENGINEERING SERVICES

100 – PROJECT MANAGEMENT

Task 100.1 – Project Management

Consultant Responsibilities:

- 100.1.1 **General Project Administration.** General project administration services include contract administration, monthly invoicing, maintaining project schedule, and internal project administration.
- 100.1.2 **Project Coordination.** Consultant may be requested to prepare progress reports or attend or lead project related coordination meetings with the Owner, Brooks Community Service District, or other state agencies.
- 100.1.3 **Presentations or attendance to Brooks Community Service District Board Meetings.** From time to time, Consultant will attend, by invite, the board meetings for the Brooks Community Service District Board. Consultant may present project updates to the board. Consultant will prepare presentation materials and/or handouts as directed.
- 100.1.4 **Presentations or attendance at County Board of Commissioners Meetings.** From time to time, Consultant will attend, by invite, meetings of the County Board of Commissioners. Consultant may present project updates to the Board. Consultant will prepare presentation materials and/or handouts as directed.
- 100.1.5 **Sub-consultant coordination and management.** Consultant will re-engage with sub-consultants and agencies (i.e., Oregon Department of Environmental Quality (DEQ), Oregon Health Authority (OHA), Oregon Water Resource Department (OWRD)) to appropriately summarize current status and update the plan for the three projects for events and information that may be new since the master plan was completed.

Owner Responsibilities:

- Administer project funding.
- Review deliverables in a reasonable time and provide feedback as needed to the Consultant.
- Attend and participate in County Board meetings.

Assumptions:

- Submit documents electronically, unless directed otherwise.
- Assumes an 18-month duration for general project administration.
- Task 100 includes up to 190 hours of project management services.

Deliverables:

- Monthly Invoices
- Monthly Progress Reports
- Meeting agenda and minutes
- Draft and Final presentation material

101 – PUBLIC OUTREACH AND LAND USE

Task 101.1 – Public Outreach and Land Use

Consultant Responsibilities:

- 101.1.1 Project Management.** Provide task-level project administration services, including task oversight, project accounting, monthly progress reports, scheduling, and internal task administration. This task includes the effort for Board communication for Sub-Consultant.
- 101.1.2 Community Engagement Strategy and Activities.** At the outset of the project, Consultant will work with Owner staff to prepare, review, and refine a strategy for engaging key stakeholders in the process. These stakeholders are expected to include local property owners, business owners, and other interested parties, particularly those who may be partners in helping fund or implement a community water or wastewater system and/or who are currently served by the existing water system operated by the existing Brooks Community Service

District (BCSD), as well as other large water users which may be contemplating development of a wastewater treatment system to serve operations at their site. The Community Engagement Strategy also will describe how we will inform and solicit opinions from the broader community, as needed, including residents, businesses, and property owners within and adjacent to the unincorporated community area. In general, engagement activities are expected to include:

- Use of the County’s website to provide basic information about the project.
- Use of an interested parties mailing and/or email list to update stakeholders and interested group about our progress or opportunities for engagement.
- Regular email and phone communication with key stakeholders or partners.

101.1.3 Additional Stakeholder and Agency Coordination. Consultant will coordinate with other governmental agencies regarding system design and implementation issues. These agencies are expected to include the Oregon Department of Land Conservation and Development, the City of Salem, the Oregon Water Resources Department, the Oregon Department of Environmental Quality, the Oregon Health Authority, Marion County Health Services, and others as needed. Coordination with these agencies will be geared towards addressing specific issues related to regulatory requirements or other design or implementation issues.

101.1.4 Land Use Planning Assessment. To the extent that the feasibility studies have impacts on future land use regulations or developments that differ from what current regulations allow, Consultant will conduct needed research, agency coordination, and analysis needed to address these issues. Example issues may include barriers associated with extending facilities outside designated community boundaries, connection of water system to the City of Salem’s water system, including how that alternative would relate Oregon Statewide Planning Goals and associated statutes and administrative rules, or other issues identified during the course of the study.

101.1.5 Final Reports and Presentation. Consultant will prepare and provide a consolidated set of final reports and recommendations associated with the community engagement and land use planning assessment.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising where required.
- Provide input and review of all draft and final deliverables.

Assumptions:

- Attendance at project meetings may be virtual.
- Assumes an 18-month duration for general project administration.
- These public outreach and land use services include up to 75 hours of Consultant services.

102 – LAND ACQUISITION AND RELOCATION SERVICES

Task 102.1 – Project Management and Consultation

Consultant Responsibilities:

102.1.1 Project Management. Provide task-level project administration services including task oversight, project accounting, monthly progress reports, scheduling, and internal task administration.

102.1.2 Consultation. Provide general consulting services to guide and direct the land acquisition and relocation portion of the project. This task includes time and effort to guide and direct. More specific tasks will be added by amendment as the scope of services is more defined.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising where required.
- Provide input and review of all draft and final deliverables.

Assumptions:

- Attendance at project meetings may be virtual.
- Assumes an 8-month duration for general project administration.
- These land acquisition and relocation support services include up to 56 hours of staff time.

Task 102.2 – Property Acquisition

(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

This task is for acquisition and personal property relocation services. Consultant's team will provide acquisition services for the water improvement project. The scope and fee proposal provided herein is for the acquisition of up to eight (8) files. Schedule is for 12 months from amendment execution.

Consultant shall conduct the property acquisition activities for all properties in accordance with the most current version of the following:

- Right of Way (ROW) Services Agreement specific to the Project
- "ODOT Right of Way Manual"
- "ODOT Guide to Appraising Real Property"
- "ODOT Right of Way & Rail/Utility Coordination Contractor Services Guide"
- ORS 35, with reference to the "Uniform Appraisal Standards for Federal Land Acquisitions"
- Federal Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970
- (Uniform Act), as amended

Consultant shall utilize all forms, spreadsheets, brochures and pamphlets referenced in the "ODOT Right of Way Manual" or as provided by Owner.

Consultant Responsibilities:

102.2.1 Project Management and Landowner Liaison. Consultant shall track status for parcel files to be acquired for the Owner and provide weekly updates to the Project team. Consultant Project Manager will perform quality control (QC) reviews of all deliverables prior to delivery.

102.2.2 Title Reports and Document Requests. Consultant shall prepare and assemble all title documents, including vesting deeds, necessary to accomplish acquisition of real property and/or ROW for each impacted property. Consultant shall obtain preliminary title reports for all permanent takes. Consultant shall review preliminary title reports for complete documentation of title vesting and notify Owner of any major title encumbrances.

102.2.3 Rights of Way Programming Estimate. Consultant shall prepare a ROW programming estimate for use by Owner to program funds for property acquisition. The programming estimate must include dollar amounts for the following items: Land & Improvements; Damages/Cost to Cure; Relocation; Demolition; Personnel & Administration; Legal &

Contingencies and totals for all Items. The programming estimate must be submitted to the Owner for review.

Consultant shall revise and re-submit programming estimate, incorporating comments received from Owner.

102.2.4 Preliminary Activities/Donation Requests. Upon receipt of authorization to proceed with property acquisition, Consultant shall set up ROW parcel files and deliver a General Information Notice (“GIN”), acquisition and relocation brochures, and a copy of the applicable portion of the ROW Acquisition map marked Preliminary and showing the parcel(s) to be purchased to all owners and occupant(s) of affected properties. Consultant shall send GIN by certified mail with proof of delivery kept in the parcel file. Mailing and delivery of GIN must be included in the Report of Personal Interview

Consultant shall prepare and maintain a Report of Personal Interview for each file. The Report of Personal Interview must include proof of delivery of the GIN, date and place of contact, parties of interest contacted, a statement that brochures were delivered and explained, and record of other activities conducted during the Personal Interview.

102.2.5 Appraisal and Appraisal Review. Consultant shall use appraisers who are licensed or certified in the State of Oregon, competent in eminent domain appraising, and on ODOT’s Qualified Appraisers List. Consultant shall provide the name(s) of the appraiser(s) to Owner prior to beginning work on this Task.

Up to eight (8) taking and damage appraisals will be obtained. Consultant shall provide one real estate appraisal for each property or properties which constitute the “larger parcel” as described in the ODOT Right of Way Manual from which an interest is to be acquired. If identification of the larger parcel is problematic, Consultant shall resolve the issue in consultation with the Owner and ODOT.

All real estate appraisals provided by Consultant shall be prepared using forms or formats of, or approved by, Owner.

Consultant shall require appraisers to provide no less than fifteen calendar day’s written notice to owners of a planned appraisal inspection and shall provide the property owner or designated representative, if any, an invitation to accompany the appraiser on inspection of the property for appraisal purposes. This notice must be done as provided in the ROW manual section 5.140, Opportunity to Accompany, and documented in the parcel file; mailing and delivery of 15-Day Notice must be included in the appraiser Report of Personal Interview.

Consultant shall perform independent desk reviews of appraisals. Consultant shall ensure that the same firm does not perform both the appraisals and the appraisal reviews. Consultant shall forward both appraisal and review to Owner for final approval.

Owner will establish just compensation for each property owner and will notify the Consultant.

Consultant shall continue documentation in the Report of Personal Interview for each file. The Report of Personal Interview must include proof of delivery of the written notice of appraisal inspection, date and place of contact, parties of interest contacted, a statement that brochures were delivered and explained, and record of other activities conducted during the appraisal.

102.2.6 Acquisition Services. All real property must be acquired in the name of Owner. Consultant shall conduct negotiations, on behalf of Owner, in good faith and in compliance with all federal and state laws and regulations. Consultant shall conduct negotiations for acquisition of real property based on appraisal review and in accordance with the ODOT ROW Manual and all applicable state and federal laws and regulations.

Consultant is responsible for making the offer subject to clearing title encumbrances identified on the preliminary title report. Fee owners' and contract purchasers' ownership interests must be cleared. When impacted by the taking, lessees' interests must also be cleared.

Consultant shall prepare and present to Owner draft Offer Packets. The terms of offer for each property must:

- Be made on Owner letterhead, and
- Include Owner contact information

In addition to the terms of offer document specified above, these Offer Packets must include, but are not limited to, acquisition and relocation brochures, offer-benefit letter, acquisition and relocation summary statements, copy of appraisal, map of acquisition, instruments of conveyance, and W-9 form. Each Offer Packet must contain all components necessary to fully compensate the property owner for rights taken and to convey adequate rights to Owner in order to clear the ROW for the Project.

Where practicable, Consultant shall make offers in person, especially where the acquisition involves either a major impact to the property or the displacement of persons occupying the property. If this is deemed not possible, Consultant shall send via certified mail. Proof of delivery must be documented in the Report of Personal Interview and file.

Consultant shall make reasonable efforts to acquire the real property expeditiously by negotiation. Consultant shall give property owners reasonable opportunity to consider the offer (statutorily 40 calendar days) and to present material as relevant to determining the value of the property. Consultant shall attempt to negotiate an approved administrative settlement, but shall not advance the time of condemnation, or defer negotiations or condemnation or the deposit of funds with the court, or take any other coercive action in order to induce an agreement on the price to be paid for the property (49 CFR 24.102(h)).

- IF the OFFER is ACCEPTED, Consultant shall present a Final Report Packet covering the acquisition of real property to the Owner for final approval, payment, conveyance of title and recording.
- IF a COUNTER OFFER is received, Consultant shall submit the proposed COUNTER OFFER (exceeding the estimate of just compensation) verbally to the Owner and if

requested a justification letter and owner supplied supporting documentation to the Owner for approval. If accepted see above.

- If an acceptable agreement is not reached, Consultant shall prepare and submit a Recommendation for Condemnation.

Consultant shall maintain written Report of Personal Interview with property owners and tenants to document all verbal and written communication and events, such as: delivery of required notices, efforts to achieve amicable settlements, property owner's suggestions for changes in plans, and responses to property owner's counterproposals.

102.2.7 Relocation Services. If authorized, Personal Property Only relocations shall take place in a timely manner in accordance with regulatory notification time frames and terms, and are completed following the Uniform Act, State law (ORS 35.500-35.530), the ODOT Right-of-Way Manual. If authorized, Consultant shall assess eligibility for up to one (1) personal property only relocations.

Consultant shall use the forms, formats and brochures in relocation advisory assistance and the preparation of relocation studies, reports and claims available on ODOT's ROW Guidance webpage (<https://www.oregon.gov/ODOT/ROW/Pages/ROW.aspx>).

Consultant shall inform Owner as soon as schedule issues are known, if applicable.

Consultant shall, at a minimum, conduct the following relocation activities:

Consultant requirements under relocation include but are not limited to the following:

- Conduct occupant interviews, provide relocation advisory assistance and determine/present relocation benefits.
- Prepare relocation reports, moving agreements and claims using Owner forms/formats and submit to Owner for review, approval and payment.
- A Moving Agreement, pre-approved by Owner, must be on file prior to submission of relocation claims.
- Support and assist Owner with Relocation Appeals according to the Right-of-Way Manual
- Prepare and independently review for accuracy and compliance, relocation claims using Owner forms/formats, and submit claims to Owner for payment.
- Maintain Report of Personal Interview.

102.2.8 Condemnation Process Assistance. After good faith effort has been made to acquire real property at Marion County's determination of just compensation, if settlement with the property owner(s) is NOT reached, Consultant shall:

- Provide information and clarification to Owner in support of mediation and condemnation proceedings, and assist property owner with any relocation according to the Consultant Services Guide.

Note: Owner will initiate condemnation proceedings if necessary.

For budgeting purposes, it is assumed that condemnation process assistance will be necessary on up to one (1) property.

102.2.9 ROW Certification. Consultant shall certify to Owner on the approved Certification form that:

- Owner has legal and physical possession of needed real property.
- Relocation assistance has been completed for all displaced persons and businesses and that all displaced residential occupants have relocated and have been offered decent, safe and sanitary housing.
- All acquisition of ROW and relocation activities have been completed in full compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 as currently amended as well as Oregon state laws, civil rights laws, and other applicable federal and state regulations and policies.

Deliverables:

- Electronic Monthly Invoices
- Weekly Project Updates with notes on contracts with landowners
- Up to eight (8) Preliminary Title Reports and Title Documents
- Clearance Documents from Lenders and/or Lessees
- 1 draft Programming Estimate for delivery electronically to Owner
- Up to eight (8) GINs, one (1) hard copy to each property owner and one (1) electronic copy each to Owner within 20 business days following Notice to Proceed (NTP) for the ROW acquisition phase.
- Provide proof of receipt for each GIN sent to each property owner and occupant(s) by sending Owner the return receipt card(s) or USPS tracking printout(s), and documenting delivery information in the Report of Personal Interview. NOTE: If proof of delivery is not received from USPS, verbal confirmation of receipt by the owner/tenant must be documented in the Report of Personal Interview.
- Appraisal and appraisal review documentation, as applicable, in electronic format for each file to Owner within 20 weeks of NTP for the ROW acquisition phase:
 - Appraisal report.
 - Specialty reports, if necessary, prior to incorporation in appraisal reports.
 - 15 Day Notice of Appraisal inspection sent to each property owner.
- Draft Offer Packet for review for each file to Owner
- Up to eight (8) Final Offer Packets sent certified mail or delivered in person for each file.
- Final Report Packet for each file for payment, conveyance of title and recording to Owner.
- Proposed counteroffers with justification information for review and approval to Owner. (if applicable)
- Recommendation for Condemnation to Owner (if applicable)
- Report of Personal Interview to Owner.
- Submit Move Agreements and Estimates electronically to Owner for approval.
- Submit relocation claims electronically to Owner for payment.
- Submit Relocation Closing Reports to Owner.
- Final Offer letter to property owner(s), with a copy to Owner as stated in the NTP for this contingency task.
- ROW Certification form, one (1) electronic copy (email acceptable) to Owner no later than 12 weeks prior to completion of this task.

103 – FINANCIAL CONSULTING SERVICES

Task 103.1 – Water and Sewer SDCs

Consultant Responsibilities:

103.1.1 Kickoff.

- Project setup and monthly billing. Prepare accurate monthly bills that include a report of progress during the billing period.
- Data request. Prepare a written data request for information needed for the study.
- Kickoff meeting via video conference with appropriate staff the County to initiate the study.
- Data review and follow-up with County staff as needed to obtain additional data or resolve questions.

103.1.2 Technical Analysis for two SDCs.

- Calculate growth in demand. Based on data provided, quantify the current customer base and project customer growth for both utilities.
- Calculate reimbursement fee cost basis. Review data provided on existing water assets (including cost, funding source, and available capacity) and calculate the maximum defensible reimbursement fee cost basis for both utilities.
- Calculate improvement fee cost basis. Analyze the project list and growth allocations provided and determine the maximum defensible improvement fee cost basis for both utilities.
- Calculate schedule of SDCs. Make appropriate adjustments to the cost bases and calculate a schedule of water and wastewater SDCs.
- Video conference to review analysis. Facilitate a video conference with screen-sharing capability to review results of the technical analysis with County staff.

103.1.3 Communication.

- Draft memorandum. Prepare a draft memorandum that documents all findings and recommendations of the study and submit it to County for feedback.
- Final memorandum. Revise the draft memorandum based on feedback received from the County and deliver the final version.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising where required.
- Provide input and review of all draft and final deliverables.

Assumptions:

- Attendance at project meetings may be virtual.
- Assumes an 8-month duration for general project administration.
- These land acquisition and relocation support services include up to 154 hours of Sub-consultant services and 34 hours of consulting services.

PHASE 2 – BROOKS-HOPMERE WASTEWATER IMPROVEMENT PROJECT

200 - BROOKS – HOPMERE WASTEWATER STUDY

Task 200.1 – Project Management

Consultant Responsibilities:

- 200.1.1. Project Management.** Provide general project administration services including contract administration, project accounting, monthly progress reports, scheduling, and internal project administration.
- 200.1.2. Kickoff Meeting.** Prepare for and attend a project kickoff meeting with the Owner. The purpose of this meeting will be to establish communication channels, review the overall project schedule including major milestones and meetings, review objectives of the study, discuss any missing data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval. Previously established planning criteria will also be reviewed during the Kickoff Meeting. Representatives from the DEQ will be invited to the kickoff meeting.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising where required.
- Provide funding administration services, if any.

Assumptions:

- Project management budget assumes a planning schedule of up to 8 months.
- Monthly Board meeting attendance is covered in a separate task order.
- Should Owner request additional meetings or require an extended schedule, project management budget will be increased accordingly.
- Funding administration services and funding acquisition support is not included in this scope of work.

Task 200.2 – Data Acquisition & Facility Tours

Consultant Responsibilities:

- 200.2.1. Request for Information, Data Collection, and Review.** This task was completed as a part of the previous project prior to pausing for a new solicitation. Additional information will be required throughout the study. Informal requests will be provided by the Consultant to the Owner as the need for additional information is identified. The new information will be processed, and any follow-up requests provided to the Owner if required.
- 200.2.2. Site Tour.** Consultant will complete a site tour with Owner's operation staff of the treatment plant, to assess general conditions, interview Owner staff, and update notes on known and observed problems. This site tour is anticipated to take 2 hours. It is assumed that a new pump test will not be required and that data from the previous efforts is still valid.

Owner Responsibilities:

- Provide requested data within two weeks of request.
- Complete any field work and provide sampling/testing, if required.
- Provide access to facilities and records.
- Provide operations and maintenance staff for questions as needed.

Assumptions:

- No surveying or field work beyond the facility tours are included in this scope.
- The site tour is limited to visual observations and is not intended to be a comprehensive inspection. Consultant will not enter confined spaces. Structural and electrical engineering reviews are not included in the scope of work but could be completed as an additional service.
- Consultant shall be entitled to rely, without liability, on the accuracy and completeness of information provided by Owner, other agencies and stakeholders, and information from public records, without the need for independent verification.

Deliverables:

- Request(s) for Information

Task 200.3 – Project Planning

Consultant Responsibilities:

- 200.3.1.** This task was completed as a part of the previous project prior to pausing for a new solicitation. It is assumed that the previously established planning criteria are still valid and will be used for the rest of the study, including the evaluations and recommendations. The technical memorandum, “Brooks-Hopmere Wastewater Feasibility Study Planning Criteria” (April 2022), documents the previous project’s efforts. This information in this memorandum will be summarized and discussed during the project kickoff meeting.
- 200.3.2. Draft Plan Section.** Incorporate the technical memorandum into the draft facility plan report.

Owner Responsibilities:

- Review the previously approved technical memorandum.
- Provide review and comments of this report section.

Assumptions:

- Planning criteria will not be substantially changed from the previously approved technical memorandum. Substantially changing planning criteria will result in rework which can be completed as an additional service.
- If required, environmental permitting and field work (i.e., wetland delineations/investigations, biological assessments, and cultural resource surveys) will be provided as an additional service.

Deliverables:

- Draft Project Planning Facility Plan Section.

Task 200.4 – Existing Facilities Evaluation

Consultant Responsibilities:

- 200.4.1 Base Map.** Update, if needed, previously created existing system base map, showing the location of key facilities, pipelines, and basin boundaries. Create a schematic process layout of the existing treatment plant showing major process components.
- 200.4.2 History.** Document wastewater treatment plant history and system description to reflect the flow and water quality data, discharge monitoring records (DMRs), and current condition of plant equipment and facilities, and current operating practices.
- 200.4.3 Wastewater System Management Classification, Operators, and License.** Provide a brief write-up of the system required licensing and current operator license information.

200.4.4 Conditions Assessment. Based on facility tour, information from Owner's staff, and available information, document existing physical conditions deficiencies. Collection system pipe information will be summarized by pipe material and age (if available). Review findings with Owner, and address Owner's comments prior to finalizing the technical memorandum.

200.4.5 Evaluation. Using plant data, compare actual treatment plant performance to expected performance.

200.4.6 Draft Plan Section. Prepare draft section write-up.

Owner Responsibilities:

- Provide review and input on draft study section.

Deliverables:

- Draft Existing Facilities Section.

Task 200.5 – Need for System Improvements

Consultant Responsibilities:

200.5.1 Health, Sanitation, and Security. Summarize concerns and relevant regulations or correspondence from/to state and federal agencies.

200.5.2 Aging Infrastructure. Incorporate summary findings of conditions assessment of assets and summarize available pipeline age/material information. Summarize the following:

- Unit performance issues, deficiencies, and useful life.
- Existing system reliability per DEQ and EPA guidelines.
- Ability to meet current and potential future effluent limits and other regulatory requirements.
- Approximate system-wide Infiltration and Inflow (I/I).

200.5.3 Reasonable Growth. Using the design flow and loading information, document the reasonable growth capacity that is necessary to meet needs during the planning period.

200.5.4 Potential Expansion of Lineage Logistics Site. Potential expansion of vacant portions of this site and resulting system impacts will be assessed at a high level.

200.5.5 Draft Plan Section. Prepare draft section write-up. Final document to have Owner's comments incorporated.

Owner Responsibilities:

- Provide review and input on draft study section.

Deliverables:

- Draft section of report summarizing need for project.

Task 200.6 – Collection System Alternatives Evaluation

Consultant Responsibilities:

200.6.1 Description of Alternatives. Evaluate alternative improvements to correct existing and anticipated future deficiencies and meet the target planning criteria. These are anticipated to include conversion of the entire system to gravity or requiring new system connections to connect with a gravity system. Evaluate alternative pump manufacturers for existing STEP

system connections and make recommendations on whether to stay with one allowable manufacturer or allow for multiple manufacturers for replacement or new construction. Additional refinement of pipeline alternatives is anticipated to occur in future predesign tasks associated with these projects. Benefits and drawbacks will be summarized for each alternative. A “no action” alternative will also be considered.

Alternatives will also consider the potential expansion of development at the Lineage Logistics Site and possible opportunities for a coordinated effort between Lineage and the Owner for development of a new wastewater system.

- 200.6.2 Alternative Cost/Benefit Analysis.** Assist in comparing benefits, drawbacks, and costs of the two main alternatives. This will include life cycle cost analysis. Discuss non-monetary factors such as operations, maintenance, sustainability, and impacts on adjoining lands. Life-cycle costs will be provided that include capital cost, operations, and maintenance for a 30-year life cycle evaluation.
- 200.6.3 Site Plan/Schematics.** Provide concept level plans (plan view only) showing the recommended alignments of the collection system pipelines and the approximate location of lift stations to service users within the planning area. Planning level rim and invert elevations will be shown with readily available data/mapping. Concept plan will reflect potential growth within the planning area in approximating pipeline depths and sizes.
- 200.6.4 Environmental Impacts.** A summary of the preliminary environmental screening of the collection system alternatives will be developed. Improvement projects will address climate, land use, floodplain, wetlands, water quality, rivers, wild, cultural resources, flora, and fauna.
- 200.6.5 Land Requirements.** Discuss the property needed for alternatives.
- 200.6.6 Potential Construction Problems.** Discuss possible construction challenges for collection system alternatives.
- 200.6.7 Sustainability Considerations.** Discuss potential water and energy efficiency and green infrastructure elements to be considered during design.
- 200.6.8 Resiliency Plan.** Evaluate and make recommendations for improving existing system tank and pipe network to be resilient to emergency breaks, new connections, and construction phasing. Recommendations should include a list of potential projects/improvements to improve existing system resiliency (e.g., additional valves).
- 200.6.9 Draft Plan Section.** Prepare draft collection system alternatives write-up. Final document to have Owner’s comments incorporated.
- 200.6.10 Review Meeting.** Consultant and Owner staff will meet to review the results of this task.

Owner Responsibilities:

- Provide a review of the alternatives considered and input on selection criteria and ultimate selection of preferred alternative.
- Provide background information on Statewide Planning Goals and how they apply to this element of the project. Consultant will evaluate the consistency of alternatives with local and state land use planning requirements, including consistency with the Oregon Statewide Planning Goals and associated statutes and administrative rules. For example, Consultant will coordinate with local and state agency staff to determine if any of the options evaluated in this task would necessitate an exception to any Statewide Goals.
- Participate and provide facilities for the Consultant/Owner staff meeting.

Assumptions:

- The scope of this study does not include an Environmental Information Document or associated environmental investigations and fieldwork.
- The chosen alternatives will be prioritized based on need and benefit to the Owner to address existing and 20-year projected needs.
- Cost estimating will be AACE Class 5 (planning level cost estimates).
- Plan sheets, non-wastewater utilities, and easements/ROW information will not be shown on the site plan/schematics.

Deliverables:

- Consultant and Owner staff meeting agenda and minutes.
- Draft write-up for the collection system alternatives. Final document to have Owner’s comments incorporated.

Task 200.7 – Treatment Plant Alternatives Evaluation

Consultant Responsibilities:

- 200.7.1 Description.** Develop a list of treatment plant improvement alternatives that address improving effluent water quality, vulnerability, safety, and redundancy. The primary focus for the treatment plant alternatives will be to address the result of the collection system alternatives. Where improvements are not relatively straightforward, evaluate up to three pre-screened alternatives as agreed on by Consultant and Owner staff as part of Task 200.6, and which will service the collection system alternatives.
- 200.7.2 Alternative Cost/Benefit Analysis.** Assist in comparing benefits, drawbacks, and costs of the two main alternatives. This will include life cycle cost analysis. Discuss non-monetary factors such as operations, maintenance, sustainability, and impacts to adjoining lands. Life-cycle costs will be provided that include capital cost, operations, and maintenance for a 20-year life cycle evaluation.
- 200.7.3 Site Plan/Schematics.** Develop a master plan concept map or figures for selected alternatives.
- 200.7.4 Environmental Impacts.** A summary of the preliminary environmental screening of the treatment system alternatives will be developed. Improvement projects will address climate, land use, floodplain, wetlands, water quality, rivers, wild, cultural resources, flora, and fauna.
- 200.7.5 Land Requirements.** Discuss any property needed for alternatives.
- 200.7.6 Potential Construction Problems.** Discuss possible construction challenges for treatment system alternatives.
- 200.7.7 Sustainability Considerations.** Discuss potential water and energy efficiency and green infrastructure elements to be considered during design.
- 200.7.8 Draft Plan Section.** Prepare draft section write-up.
- 200.7.9 Review Meeting.** Lead a meeting with Consultant and Owner staff to review treatment system alternatives. This meeting will be combined with the workshop for the collection system alternatives.

Owner Responsibilities:

- Provide review of the alternatives considered and input on selection criteria and ultimate selection of preferred alternative.

- Participate and provide facilities for the meeting.

Assumptions:

- The chosen alternatives will be prioritized after the analysis based on need and benefit to the Owner to address existing and 20-year projected needs.
- Cost estimating will be AACE Class 5 (planning level cost estimates).

Deliverables:

- Meeting agenda and minutes.
- Draft write-up for the treatment system alternatives. Final document to have Owner's comments incorporated.

Task 200.8 – Recommended Alternatives

Consultant Responsibilities:

200.8.1 Capital Improvement Plan (CIP).

- Summarize recommended improvements.
- Prepare planning level cost estimates for recommended improvements.
- Estimate the portion of each capital improvement project cost that is attributed to 20-year growth for System Development Charge (SDC) eligibility.

200.8.2 Preliminary Project Schedule. Summarize costs for 6-year, 10-year, and 20-year needs.

200.8.3 Permit Requirements. Discuss what permits may be needed for the recommended improvements.

200.8.4 Sustainability Considerations. Summarize how the priority improvement projects will enable the Owner to serve its customers and be able to operate and maintain the system. Discuss how the projects will accommodate green infrastructure and efficiencies.

200.8.5 Organization and Staffing Requirements. Summarize recommended staffing requirements as required for regulatory compliance or as reported by the Owner.

200.8.6 Review Meeting. Lead a meeting with the Consultant and Owner staff to review an overall summary of the alternatives and recommendations.

200.8.7 Draft Plan Section. Prepare draft section write-up. Final document to have Owner's comments incorporated.

Owner Responsibilities:

- Provide review and input on recommended alternatives section.
- Participate and provide facilities for the meeting.

Assumptions:

- Evaluation of operational staffing levels is not included as part of this study but can be provided as an additional service.
- The scope excludes a detailed user rate analysis, including evaluation of individual rate structures, cost-of-service evaluations, and connection fee studies. These services can be provided as an additional service.
- The scope excludes financing options for the recommended projects.

- The Consultant’s opinions of probable cost represent the Consultant’s judgment as an experienced and qualified design professional. Since the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Owner’s and other Consultant’s methods of determining prices, or over competitive bidding or market conditions, the Consultant does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable cost prepared by the contractor.

Deliverables:

- 6-, 10- and 20-year capital improvement plan (tabular format, organized by priority).
- An estimate of SDC eligibility for each capital improvement.
- Draft recommended alternatives section. Final document to have Owner’s comments incorporated.

Task 200.9 – Draft and Final Wastewater Facilities Planning Study

Consultant Responsibilities:

- 200.9.1 Draft Facilities Planning Study.** Compile draft write-ups for the various tasks into a wastewater-facilities planning study. An executive summary will be included as part of the plan. The executive summary will provide a high-level review of the important elements of the plan. Appendices will be created that include all pertinent supporting documentation.
- 200.9.2 Review Meeting.** Lead a meeting with the Consultant and Owner staff to review the draft planning document.
- 200.9.3 Prepare Presentations for Open House.** Prepare and present presentations on facilities planning study for up to two open house meetings. The meetings will be targeted to key local stakeholders, Owner staff, and other coordinating agency staff.
- 200.9.4 Prepare Presentation for County Board of Commissioners.** Prepare and present presentation on facilities planning study for one Board meeting.
- 200.9.5 Address Owner Comments.** Comments will be incorporated into a final document.
- 200.9.6 Finalize Facilities Planning Study.** Address final Owner and County Board comments and submit for agency review.
- 200.9.7 Submit Draft to DEQ.** Submit the plan to Oregon DEQ and respond to comments from the DEQ. Effort for one round of review comments is budgeted.
- 200.9.8 Address Agency Comments.**
- 200.9.9 Prepare Final Study.**
- 200.9.10 County Board of Commissioners Approval Meeting.** Prepare final study for acceptance by County Board of Commissioners (If needed).

Owner Responsibilities:

- Review and comment on the final draft plan in a timely manner.
- Pay agency review fees, if applicable.
- Participate and provide facilities for review meeting workshop. Provide public notice as required. Assist in addressing board comments.

Deliverables:

- An electronic copy (PDF format) of the Draft Master Plan Report.
- Two hard copies and one electronic copy (PDF format) of the Final Master Plan Report.

- Project meeting agendas and minutes.
- One presentation in PowerPoint and PDF format.

PHASE 3 – BROOKS-HOPMERE DRINKING WATER IMPROVEMENT PROJECT

300 - BROOKS – HOPMERE WATER STUDY

Task 300.1 – Project Management

Consultant Responsibilities:

- 300.1.1 Project Management.** Provide general project administration services including contract administration, project accounting, monthly progress reports, scheduling, and internal project administration.
- 300.1.2 Kickoff Meeting.** Prepare for and attend a project kickoff meeting with the Owner. The purpose of this meeting will be to establish communication channels, review the overall project schedule including major milestones and meetings, review objectives of the study, discuss any missing data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval. Previously established planning criteria will also be reviewed during the Kickoff Meeting.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising where required.
- Provide funding administration services, if any.

Assumptions:

- Project management budget assumes a planning schedule of up to 8 months.
- Monthly Board meeting attendance is covered in a separate task order.
- Should Owner request additional meetings or require an extended schedule, project management budget will be increased accordingly.
- Funding administration services and funding acquisition support is not included in this scope of work.

Task 300.2 – Data Acquisition & Facility Tours

Consultant Responsibilities:

- 300.2.1 Request for Information, Data Collection, and Review.** This task was completed as a part of the previous project prior to pausing for a new solicitation. Additional information will be required throughout the study. Informal requests will be provided by the Consultant to the Owner as the need for additional information is identified. The new information will be processed, and any follow-up requests provided to the Owner if required.
- 300.2.2 Site Tour.** Consultant will complete a site tour with Owner's operation staff of the existing well, to assess general conditions, interview Owner staff, and update notes on known and observed problems. This site tour is anticipated to take 2-hours. It is assumed that a new pump test will not be required and that data from the previous efforts is still valid.

Owner Responsibilities:

- Provide requested data within two weeks of request.
- Complete any field work and provide sampling/testing, if required.

- Provide access to facilities and records.
- Provide operations and maintenance staff for questions as needed.

Assumptions:

- No surveying or field work beyond the facility tours are included in this scope.
- The site tour is limited to visual observations and is not intended to be a comprehensive inspection. Consultant will not enter confined spaces. Structural and electrical engineering reviews are not included in the scope of work but could be completed as an additional service.
- Consultant shall be entitled to rely, without liability, on the accuracy and completeness of information provided by Owner, other agencies and stakeholders, and information from public records, without the need for independent verification.

Deliverables:

- Request(s) for Information

Task 300.3 – Project Planning

Consultant Responsibilities:

- 300.3.1** This task was completed as a part of the previous project prior to pausing for a new solicitation. It is assumed that the previously established planning criteria are still valid and will be used for the rest of the study, including the evaluations and recommendations. The technical memorandum, “Brooks-Hopmere Water Feasibility Study Planning Criteria” (April 2022), documents the previous project’s efforts. This information in this memorandum will be summarized and discussed during the project kickoff meeting.
- 300.3.2 Draft Plan Section.** Incorporate the technical memorandum into the draft facility plan report.

Owner Responsibilities:

- Review the previously approved technical memorandum.
- Provide review and comments of this report section.

Assumptions:

- Planning criteria will not be substantially changed from the previously approved technical memorandum. Substantially changing planning criteria will result in rework which can be completed as an additional service.
- If required, environmental permitting and field work (i.e., wetland delineations/investigations, biological assessments, and cultural resource surveys) will be provided as an additional service.

Deliverables:

- Draft Project Planning Facility Plan Section.

Task 300.4 – Existing Facilities Evaluation

Consultant Responsibilities:

- 300.4.1 Base Map.** Update, if needed, previously created existing system base map, showing the location of key facilities and pipelines.
- 300.4.2 History.** Document water treatment plant history and system description to reflect the demands, recent OHA reports, and current condition of well facility, and current operating practices.

- 300.4.3 Water System Management Classification, Operators, and License.** Provide a brief write-up of the system required licensing and current operator license information.
- 300.4.4 Conditions Assessment.** Based on facility tour, information from Owner's staff, and available information, document existing physical conditions deficiencies. Distribution system pipe information will be summarized by pipe material and age (if available). Review findings with Owner, and address Owner's comments prior to finalizing the technical memorandum.
- 300.4.5 Draft Plan Section.** Prepare draft section write-up.

Owner Responsibilities:

- Provide review and input on draft study section.

Deliverables:

- Draft Existing Facilities Section.

Task 300.5 – Need for System Improvements

Consultant Responsibilities:

- 300.5.1 Health, Sanitation, and Security.** Summarize concerns and relevant regulations from state and federal agencies.
- 300.5.2 Existing System.** Summarize existing system conditions assessment of assets and summarize existing pipeline age/material information.
- 300.5.3 Reasonable Growth.** Discuss and document growth capacity to meet needs during planning period. Facilities proposed to be constructed to meet future growth needs will be summarized in a separate task.
- 300.5.4 Compliance with State and Federal Regulations.** Summarize existing deficiencies with state and federal regulations. Also summarize deficiencies in meeting established planning criteria.
- 300.5.5 Draft Plan Section.** Prepare draft section write-up. Final document to have Owner's comments incorporated.

Owner Responsibilities:

- Provide review and input on draft study section.

Deliverables:

- Draft section of report summarizing need for project.

Task 300.6 – Storage Alternatives Evaluation

Consultant Responsibilities:

- 300.6.1 Water Storage Evaluation.** Estimate current and future operational, peaking, emergency, and fire storage needs based on planning criteria. Consider delivery capacities of pumping facilities and control valves in identifying potential storage and delivery deficiencies within individual pressure zones.
- 300.6.2 Evaluation of Storage Alternatives.** Consultant will evaluate up to two storage alternatives for a future community system.
- 300.6.3 Land Requirements.** Discuss property needed for alternatives.
- 300.6.4 Cost/Benefits Analysis.** Compare benefits, drawbacks, and costs of alternative.
- 300.6.5 Draft Plan Section.** Prepare draft section writeup. Final document to have Consultant's and Owner's comments incorporated.

Owner Responsibilities:

- Provide review and input on draft study section.

Assumptions

- The scope of this study does not include an Environmental Information Document or associated environmental investigations and field work.
- The results of this evaluation will be discussed at the review meeting under Task 200.9.
- Operating and peaking storage needs for the community will be completed using assumed peaking factors.

Deliverables:

- Draft storage alternatives section.

Task 300.7 – Distribution System Recommendations

Consultant Responsibilities:

300.7.1 Proposed Distribution System.

- i) Description of distribution mains needed for service area.
- ii) Water Model Development. Use existing base mapping, record drawings, water demand projections, and assumptions about water system needs to develop a system model.
- iii) Exercise computer model to develop system with pressures between 40 PSI and 80 PSI. Evaluate system against fire flow planning criteria. Evaluate system head losses and pipe velocities to avoid potential transmission bottlenecks.

300.7.2 Site Plan/Schematics. Provide concept level plans (plan view only) showing the recommended alignments of the distribution pipelines within the planning area.

300.7.3 Cost Estimate. Provide a cost estimate for the potential distribution system layout.

300.7.4 Draft Plan Section. Prepare draft section write-up. Final document to have Consultant's and Owner's comments incorporated.

Owner Responsibilities:

- Provide review and input on draft study section.

Assumptions

- The scope of this study does not include an Environmental Information Document or associated environmental investigations and field work.
- The scope of this study does not include a boundary or topographic survey for the study area, nor does it include a survey of the existing utility locations. Distribution system will be approximated based on the best information or assumptions made at the time the task is performed.
- The results of this evaluation will be discussed at the review meeting under Task 200.9.
- Plan sheets, valve and hydrant locations, non-water utilities, and easements/ROW information will not be shown on the site plan/schematics.

Deliverables:

- Draft study section.

Task 300.8 – Source Alternative Evaluation: Community Well Evaluation

Consultant Responsibilities:

- 300.8.1** Identify and Summarize the Path Forward for a Community Well System incorporating “Groundwater Source Feasibility Study” (GSI, April 2022)
- 300.8.2 Cost/Benefits Analysis.** Develop planning-level cost estimates for land acquisition, well pump, mechanical, electrical, wellhouse, site preparation, treatment system, or any other related infrastructure elements (connection to a water distribution system). Compare benefits, drawbacks, and costs of alternative including operational and staffing level impacts.
- 300.8.3 Draft Plan Section.** Prepare draft section writeup. Final document to have Consultant’s and Owner’s comments incorporated.
- 300.8.4 Water Right Alternatives**
 - Identify road map for permitting and fatal flaws for developing permit and/or water right transfer, including evaluation of existing water use of Oregon Potato wells (i.e., determine consumptive water use). Incorporate additional information from BHC regarding potential water rights acquisition from Oregon Potato or others.
 - Evaluate potential pumping interference conditions from candidate well sites.
 - Develop New Groundwater Permit
 - Pre-application meeting with OWRD
 - Develop and submit a new groundwater application for municipal use.
- 300.8.5 Source Alternatives Evaluation**
 - New Well
 - Support the evaluation and selection of candidate well sites (starting with areas previously identified as lower risk of potential water rights and/or setback constraints).
 - Evaluate OWRD/OHA well setback requirements for candidate wells.
 - Prioritize candidates well sites based on potential constraints to water rights, setbacks, and groundwater quality.
 - Develop planning-level cost estimates for land acquisition, well pump, mechanical, electrical, wellhouse, site preparation, treatment system, or any other related infrastructure elements (connection to a water distribution system).
 - Irrigation to Municipal Well Conversion (Oregon Potato Wells)
 - Prior study identified that 6 of the 8 Oregon Potato irrigation wells meet construction standards for a municipal supply well.
 - Engage with OHA/OWRD to determine if there are potential impediments to converting these wells from irrigation/industrial to potable use sources from a construction basis.
 - Evaluate OWRD/OHA well setback requirements for candidate wells.
 - Desktop evaluation of well conditions, sanitary conditions, available water quality and pumping data and potential use of candidate wells.
 - Develop cost estimates for bringing well(s) online as new municipal sources.
 - Develop scope and cost estimates to perform additional well performance testing and water quality sampling in candidate Oregon Potato wells.
 - Connection to Chemeketa Community College Well

Evaluate groundwater quality of the existing source. General work items related to the completion of this task may include:

- Coordinate with Owner to verify Safe Drinking Water Act (SDWA) constituents for groundwater sampling event.
- Develop cost estimate and bottle order for water quality samples with water quality laboratory.
- Field preparation for water quality sampling event, including calibration field water quality measurement equipment (YSI meter, turbidimeter, low-flow cell, etc.).
- Perform a site visit to the well site to collect a water sample set.
- Laboratory analysis of SDWA constituents, general geochemical parameters (e.g., common ions), and polyfluoroalkyl substances (PFAS).
- Project administration, management, invoicing and client conversations.
- Interconnection with City of Salem.
 - Desktop evaluation and description of water right considerations related to receiving water from City of Salem as wholesale customer.

Owner Responsibilities:

- Provide review and input on draft study section.
- Identify alternatives related to acquisition of water right via transfer (e.g., portion of Oregon Potato water rights)

Assumptions

- The Consultant will pay all OWRD fees and costs associated with the groundwater permit application fees and review, including through OWRD's reimbursement authority as needed, reimbursable by the Owner. Estimated OWRD fees for the application and review are \$3820.
- Source evaluations do not include a new surface water supply or advanced groundwater treatment to remove regulated constituents of concern.
- The scope of this study does not include an Environmental Information Document or associated environmental investigations and field work.
- The results of this evaluation will be discussed at the review meeting under Task 200.9.
- County will procure all site access agreements with the land/well owner of Chemeketa Community College Well prior to any water quality sampling of the well. County will notify Consultant in writing with permission to perform sampling of the well.
- Consultant will conduct one site visit to Chemeketa Community College to collect a water quality sample.
- The Chemeketa Community College well owner will operate the well for the sampling event.
- If during the course of the sampling event, Consultant attempts to measure and record water levels, there is potential for water level probes to become stuck, damaged, or lost in the well during the course of the water level measurement. It is rare (and never in our experience) that this interferes with well operation (i.e., probe tips commonly become stuck above the pump intake between the casing and the pump column or between electrical cables). Because Consultant is undertaking this work on the County's behalf, Consultant is not responsible for replacement of lost/damaged equipment or removal of probes from wells should that become necessary. Consultant will take all appropriate care in collecting the measurements and will inform Keller and/or the County if such an issue should arise.
- The fee estimate does not include any analysis or review of water quality results by Consultant. If requested, Consultant can provide email summaries of the water quality analysis work performed for this task for an additional fee.

Deliverables:

- Draft community well evaluation section.

Task 300.9 – Source Alternative Evaluation: Connection to Neighboring System

Consultant Responsibilities:

- 300.9.1 Meetings with City of Salem on Viability of Alternative.** Owner and Consultant to meet with the elected and/or staff representatives of the City of Salem for up to two (2) times to discuss the potential for supplying water to the Brooks-Hopmere Community. The purpose of the meetings will be to understand the political, planning, public works, potential connection fees, delivery constraints, and engineering feasibility of this alternative.
- 300.9.2 Summarize Capacity of Neighboring Systems.** Consultant will use publicly available water data (such as water master plans) and data that the neighboring city provides. This summary will include a summary of the neighboring system’s disinfection process, or lack thereof, and summarize the impact this may have on the Brooks-Hopmere system.
- 300.9.3 Cost/Benefits Analysis.** Compare benefits, drawbacks, and costs of alternative including operational and staffing level impacts.
- 300.9.4 Review Meetings.** Lead one meeting with the Consultant and Owner staff to review an overall summary of the results of Tasks 300.5, 300.6, 300.7, and 300.8 (in addition to the meetings with the City of Salem described above). Lead up to two other review meetings with the Board of Commissioners, County staff, and/or regulatory staff.
- 300.9.5 Draft Plan Section.** Prepare draft section writeup. Final document to have Consultant’s and Owner’s comments incorporated.

Owner Responsibilities:

- Support in coordination with the City of Salem.
- Provide review and input on draft study section.

Assumptions

- Task 101 will identify and summarize the path forward in the context of statewide planning goals.
- Task 101 will provide background information on Statewide Planning Goals and how they apply to this project. Task 101 will evaluate the consistency of this option with local and state land use planning requirements, including consistency with the Oregon Statewide Planning Goals and associated statutes and administrative rules. For example, Consultant will coordinate with local and state agency staff to determine if this option would necessitate an exception to any Statewide Goals. Based on the outcome of this assessment, Consultant will advise on path moving forward in the context of Statewide Planning Goals.
- Evaluation of the neighboring systems (including hydraulic modeling) is not included in this scope of work.
- The scope of this study does not include an Environmental Information Document or associated environmental investigations and field work.
- Evaluation of operational staffing levels is not included as part of this study but can be provided as an additional service.
- The scope excludes a detailed user rate analysis, including evaluation of individual rate structures, cost-of-service evaluations, and connection fee studies. These services can be provided as an additional service.
- The scope excludes financing options for the recommended projects.

Deliverables:

- Draft connection to neighboring system section.

Task 300.10 – Recommendations

Consultant Responsibilities:

- 300.10.1 Summary of Recommended Alternatives.** Summarize recommended improvements with planning level cost estimates for recommended improvements.
- 300.10.2 Roadmap for Next Steps.** Provide next steps to achieving the recommended alternative. This will include tentative timelines associated with the steps.
- 300.10.3 Review Meeting.** Lead one meeting with Owner staff to review an overall summary of the recommended alternatives, selected improvements, and budget implications.
- 300.10.4 Draft Plan Section.** Prepare draft section writeup. Final document to have Consultant's and Owner's comments incorporated.

Owner Responsibilities:

- Provide review and input on draft study section.

Deliverables:

- Draft recommendations section.

Task 300.11 – Draft and Final Water Study

Consultant Responsibilities:

- 300.11.1 Draft Study.** Compile study sections from each task into one report. Include an executive summary that will provide a high-level review of important elements of the study. Include appendices for supporting documentation.
- 300.11.2 Review Meeting.** Lead one meeting with the Consultant and Owner staff to review draft study.
- 300.11.3 Prepare Presentations for Open House.** Prepare and present presentations on study for up to two open house meetings. The meetings will be targeted for key local stakeholders, Owner staff, and other coordinating agency staff.
- 300.11.4 Prepare Presentation for County Board of Commissioners.** Prepare and present presentation on feasibility study for one Board meeting.
- 300.11.5 Address Review Comments.** Comments will be incorporated into the final document.
- 300.11.6 Prepare Final Study.**
- 300.11.7 County Board of Commissioners Approval Meeting.** Prepare final study for acceptance by County Board of Commissioners (if needed).

Owner Responsibilities:

- Organize project meetings with stakeholders.
- Provide meeting space for all project meetings.

Assumptions

- Submission of the study to Oregon Health Authority is not included in this scope.

Deliverables:

- An electronic copy (PDF format) of the Draft Water Study.

- Two hard copies and one electronic copy (PDF format) of the Final Water Study.
- Open House presentation in PowerPoint and PDF format.
- County Board of Commissioner's presentation in PowerPoint and PDF format.

301 - BROOKS – HOPMERE WATER PRELIMINARY ENGINEERING

The water system improvements will include a new 750,000-gallon storage reservoir. The Project also includes a new 400 gpm (2 duty pumps, 2 fire flow pumps, and a redundant pump) booster pump station and approximately 1,520 feet of Phase 1 distribution piping improvements.

The scope of this work will include a Preliminary Engineering Report (PER) to demonstrate that the proposed Project meets the design criteria identified in the facility planning study. Concept level drawings and select technical specifications will be produced to allow the Construction Manager/General Contractor (CM/GC) to develop a guaranteed maximum price (GMP) for the Project. The work will also include providing pre-selection documents and evaluation for major equipment and long lead items. Consultant's services are limited to those services outlined in the following scope of work.

Task 301.1 – Project Management

Consultant Responsibilities:

- 301.1.1 General Project Management.** Provide general project administration services including contract administration, project accounting, scheduling, and internal project administration.
- 301.1.2 Kickoff Meeting.** Participate in a project kickoff meeting. Prepare agenda and minutes. The purpose of this meeting will be to establish Owner's pre-design review team, review the overall project schedule including major milestones and meetings, review objectives of the design, discuss available data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval.
- 301.1.3 Progress Meetings.** Conduct monthly progress meetings, including the Owner, Consultant and CM/GC.
- 301.1.4 Request for Information and Data Review.** Prepare initial request for information for data to be used in the pre-design process. Review information requested and provide supplemental request for information if needed.
- 301.1.5 CM/GC Coordination.** Coordinate with the CM/GC for general project efforts, including establishing lines of communication.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising as needed. Coordinate attendance of CM/GC to progress meetings.

Assumptions:

- Project management budget assumes a project schedule of up to 8 months.
- Project is being funded by the following entities: American Rescue Plan Act (ARPA). Funding assistance will not be provided by the Consultant as part of this scope.
- Progress meetings will be a combination of in-person and Microsoft Teams meetings.

Deliverables:

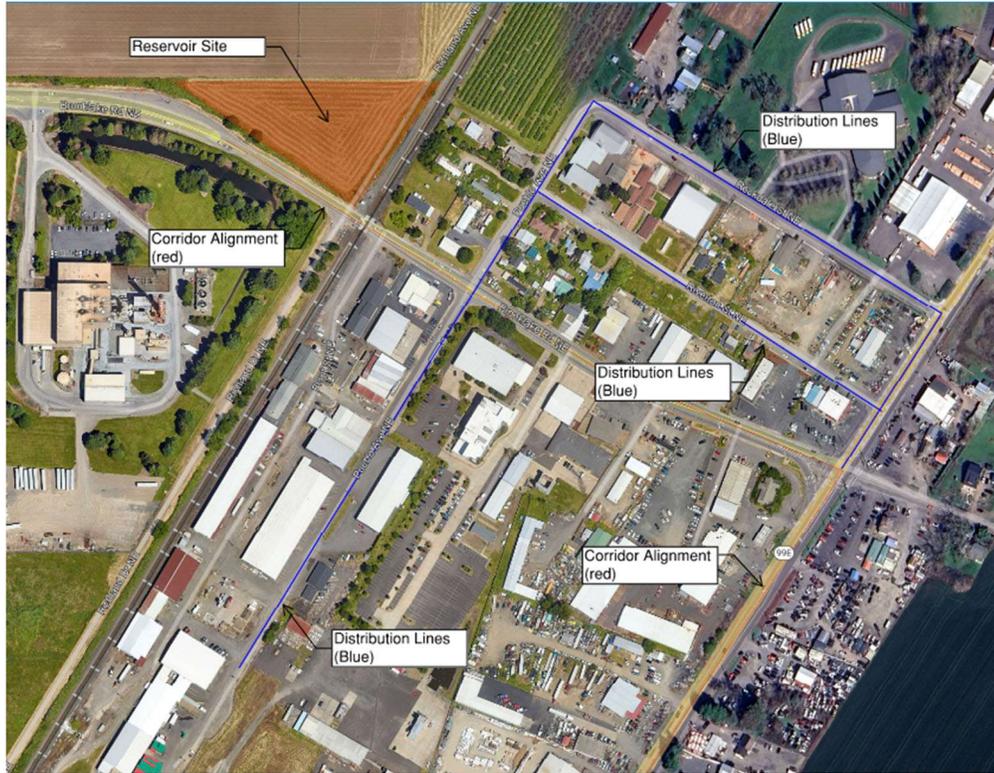
- Monthly invoices.

- Meeting agendas and minutes.
- Request for information.

Task 301.2 Topographical Survey

(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

The survey will encompass the area indicated as “Distribution Lines”, and selected site “Reservoir Site” as shown on the following figure, and the stretch of Brooklake Road from the Reservoir Site to State Road 99E of approximately 1,500 linear feet.



Consultant Responsibilities:

301.2.1 Topographical Surface:

- Locate existing monumentation to complete a boundary resolution of the ROW for subject area.
- Collect topographic surface data and underground utilities along alignment routes.
- Obtain spot elevations at a maximum 50-foot on center spacing, including along roadway centerlines, top of curb, flowline of curb, and lip of gutter (drone capabilities may be utilized in lieu of ground spot elevations).
- Spot elevations required to adequately identify grade breaks and other topographic features (drone capabilities may be utilized in lieu of spot elevations).
- Locate surface features over subject area, including: accessways, driveways, curbs, structures, fences, poles, disposal areas, drainage areas.
- Locate ground and above ground utilities, including but not limited to: utility poles, overhead utility wires, manholes, catch basins, cleanouts, meters, valves, vaults, boxes, and hydrants
- Locate trees 8 inches in diameter and larger measured at breast height, noting coniferous or deciduous.

- Surface data to create 1-foot contours and provide triangulated irregular network (TIN) to be used as a Civil 3D surface via an xml file.
- Survey shall be based on an official benchmark acceptable to the Owner.
- Establish benchmarks for future design reference.
- Show utility poles, power lines, and telecommunications, including identification information.
- Storm drain, culverts, and sanitary sewers:
 - Show rim or grate elevations and inverts for manholes and drainage structures, with structure size (approximate inside dimension).
 - Show pipes diameters, pipe material, and direction of pipe where this can be readily determined without confined space entry.
 - Manhole symbols shall be shown at center of the lid with a note defining the manhole diameter and whether the manhole is an eccentric or concentric structure. If eccentric, note to what side of the structure (NW, SE, S, etc.) the eccentric cone is flush with.
 - Survey storm and sewer structures to the next downstream and upstream structures beyond the limits of survey.

Assumptions:

- Items not in the scope:
 - Retracement survey recorded with County Surveyor’s Office.
 - Easement retracement, legal descriptions, or exhibits.
 - Wetland mapping.
 - Title reports for affected properties.
 - Recording Fees

Deliverables:

- Basemap to be incorporated into the design documents.
- Ortho-rectified aerial imagery.

Task 301.3 – Preliminary Engineering Report

Consultant Responsibilities:

- 301.3.1 Design Criteria (Process).** Discuss or reference design criteria items as provided in the draft water facilities plan. Document additional design criteria that will serve as a basis for design.
- 301.3.2 New Hydraulic Analysis.** Prepare a preliminary hydraulic analysis for sizing of the pipeline and booster station pumps.
- 301.3.3 Preliminary P&IDs.** Prepare preliminary piping and instrumentation diagrams based on Owner input for the proposed booster station and new reservoir.
- 301.3.4 Preliminary Instrumentation/Controls.** Prepare one-line diagram for power and a narrative describing the control strategy and objectives for the booster station. Coordinate with Owner and power utility to identify power constraints and Owner’s SCADA communication preferences.
- 301.3.5 Preliminary Mechanical Plans.** Prepare preliminary mechanical concept design.
- 301.3.6 Design Requirements Summary.** Summarize design requirements for civil, structural, heating, ventilation and air conditioning, plumbing, electrical, and instrumentation and controls.

- 301.3.7 Utility Conflict Analysis and Notification.** Complete an initial utility conflict analysis with existing aboveground and buried utilities. Draft initial Utility Notification Letters (First Notice) and distribute to utility providers within the Project limits.
- 301.3.8 Concept Drawings.** Develop concept drawings for a PER submittal, including site civil layout. Concept drawings for pipelines to include concept main pipeline alignment (excluding service connections), general grading concepts at the pump station, approximate location of valve vaults and features, major crossing concepts.
- 301.3.9 Workshop Meetings.** Meet with Owner and CM/GC to review draft deliverables.
- 301.3.10 Prepare PER.** Prepare draft PER. Submit to Owner for review.
- 301.3.11 Comment Response and Final PER.** Incorporate Owner input and coordinate with OHA for review. Address agency comments (if provided) and prepare final PER.

Owner Responsibilities:

- Review concept designs and provide comments.
- Review and comment on the PER.
- Reimburse Consultant for any agency review fees (if necessary).

Assumptions:

- Storage reservoir and booster station share the same site.
- Budget assumes up to three workshop meetings.

Deliverables:

- Agenda and minutes for meetings.
- Concept drawings (prepared in 22"x34", reviewed in 11"x17"), no paper copies.
- Draft and Final PER.
- Utility Conflict Analysis and Utility Notification Letters (First Notice).

Task 301.4 – Geotechnical Investigation

(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Booster Station and Reservoir. The purpose of this task is to evaluate soil and groundwater conditions as a basis for developing geotechnical engineering design criteria and construction recommendations for the proposed water reservoir and booster station.

Consultant Responsibilities:

- 301.4.1** Review information regarding subsurface soil and groundwater in the vicinity of the site, including reports in Consultant's files, selected geologic maps, and other geotechnical engineering-related information.
- 301.4.2** Coordinate and manage the field investigation, including public utility notification and scheduling of subcontractors and subconsultant's field staff. Public locates will be called in. Coordinate for a private locate company to access the booster station/tank site.
- 301.4.3** Explore subsurface soil and groundwater conditions at the potential locations of the proposed water reservoir and booster station by completing three (3) drilled borings; one to a depth of up to 100 feet below ground surface (bgs) at the selected location of the proposed water reservoir, and two to a final depth of up to 35-ft bgs at the location of the booster station. Additionally, complete 2 cone-penetration tests (CPT's) to final depths of up to 100 feet and

35 feet bgs within the footprint of the proposed reservoir and booster station structures, respectively.

Exploration(s) will be advanced to the depths noted or practical refusal in dense gravels or competent rock if encountered, whichever is shallower. The borings will be backfilled as required by state law and surface disturbance minimized to the extent practical. Cuttings will be left on site.

- 301.4.4** Obtain samples at representative intervals from the explorations, observe groundwater conditions and maintain detailed logs in general accordance with ASTM International (ASTM) Standard Practices Test Method D 2488. Consultant staff will observe and document field activities.
- 301.4.5** Perform laboratory tests on selected soil samples obtained from the explorations to evaluate pertinent engineering characteristics. Specific laboratory tests will depend on soil conditions encountered, but may include moisture/density tests, Atterberg limit tests, and percent fines tests. It is anticipated that subsurface conditions will likely include potentially compressible soils under loads from the reservoir tank. As such, Consultant budgeted for up to one (1) 1-Dimensional Consolidation Test.
- 301.4.6** Provide a geotechnical evaluation of the site and provide design recommendations in a geotechnical report that will address the following geotechnical components:
 - A general description of site topography, geology and subsurface conditions.
 - An opinion as to the adequacy of the proposed development from a geotechnical engineering standpoint.
 - Recommendations for site preparation measures, including disposition of undocumented fill and unsuitable native soils, recommendations for temporary cut slopes and constraints for wet weather construction.
 - Recommendations for temporary excavation and temporary excavation protection, such as excavation sheeting and bracing.
 - Recommendations for earthwork construction, including use of on-site and imported structural fill and fill placement and compaction requirements.
 - Provide geotechnical engineering recommendations for use in designing conventional retaining walls, including backfill and drainage requirements and static and seismic lateral earth pressures.
 - Recommendations for foundations to support the proposed ancillary structures, including minimum width and embedment, design soil bearing pressures, settlement estimates (total and differential), coefficient of friction and passive earth pressures for sliding resistance. Consultant assumed that shallow foundations can be used to adequately support the structures.
 - Recommendations for supporting on-grade slabs, including base rock, capillary break, and modulus of subgrade reaction.
 - Seismic design parameters, including soil site class evaluation in accordance with the 2018 International Building Code (IBC) and the current version of the Oregon State Structural Code. Complete a simplified liquefaction settlement analysis.
 - Recommendations for foundations to support the proposed tank walls and tank base slab, including minimum width and embedment of footings, design soil bearing pressures, settlement estimates (total and differential), coefficient of friction and passive earth

pressures for sliding resistance. Consultant assumed that shallow spread foundations or a mat foundation can be used to adequately support the tank structure.

The geotechnical work will be directly supervised by a geotechnical engineer licensed in the state of Oregon who will apply their professional seal to the document.

Under Rail Crossing for Water Reservoir and Booster Station. The purpose of these services is to evaluate soil and groundwater conditions as a basis for developing geotechnical engineering design criteria and construction recommendations for the proposed water reservoir and booster station as they will be located on the site west of the rail line.

Consultant Responsibilities:

- 301.4.7** Review information regarding subsurface soil and groundwater in the vicinity of the site, including reports in Consultant's files, selected geologic maps, and other geotechnical engineering-related information.
- 301.4.8** Coordinate and manage the field investigation, including public utility notification and scheduling of subcontractors and Consultant's field staff. Public locates will be called in. Coordinate for a private locate company to access the site.
- 301.4.9** Explore subsurface soil and groundwater conditions at the locations of the proposed booster station by completing two (2) drilled borings to a final depth of up to 25-ft bgs and at the trenchless crossing by completing two borings (2) total, one at each extent of the crossing, to a final depth of up to 25-ft bgs.

Exploration(s) will be advanced to the depths noted or practical refusal in dense gravels or competent rock if encountered, whichever is shallower. The borings will be backfilled as required by state law and surface disturbance minimized to the extent practical. Cuttings will be left on site.
- 301.4.10** Obtain samples at representative intervals from the explorations, observe groundwater conditions and maintain detailed logs in general accordance with ASTM International (ASTM) Standard Practices Test Method D 2488. Consultant staff will observe and document field activities.
- 301.4.11** Perform laboratory tests on selected soil samples obtained from the explorations to evaluate pertinent engineering characteristics. Specific laboratory tests will depend on soil conditions encountered, but may include moisture/density tests, Atterberg limit tests, 1-D consolidation tests, and percent fines tests.
- 301.4.12** Provide a geotechnical evaluation of the site and provide design recommendations that will be included in the geotechnical report prepared for 301.3.6 of this amendment. Specific report items will include those listed in 301.3.13.

Assumptions:

- Infiltration testing is not included in this scope and budget.
- Consultant will be provided right-of-entry or access to the exploration locations for task 301.3.
- Permits for drilling within the ROW of Highway 99 will include permitting from ODOT or the City of Salem, only.
- Infiltration testing and pavement recommendations are not required or included in this scope and budget.
- A rubber-tired trailer mounted drill rig can adequately access all exploration locations.
- A track-mounted drill rig can adequately access the primary and alternate sites.

- Explorations will be extended to the depths described above or to refusal in dense material. Contingency costs for specialized drilling into dense material if dense gravel or rock are encountered, are not included in this scope of work or cost estimate.
- Excess drill cuttings will spread discreetly across the site.
- Contaminated soils will not be encountered during exploration and sampling. If contaminated or suspected contamination is encountered (based on field screening), Consultant will stop drilling operations, notify Owner and discuss how to proceed.
- Consultant will be able to conduct explorations for the transmission main during normal working hours.
- No pavement coring is included in this scope of work.

Deliverables:

- Geotechnical Report.

Task 301.5 – 50% Design

Consultant Responsibilities:

301.5.1 Drawing Preparation. Prepare a set of drawings and limited specifications to aid the CM/GC in developing a GMP. The following preliminary drawings are anticipated as being developed to an approximate 50% effort: Other information that may assist the CM/GC in developing a GMP will also be provided, including site constraints, permitting requirements, and special inspections.

- General sheets
- Pump Station and Storage Reservoir Drawings:
 - Civil site, including grading and yard piping plans.
 - Structural plans and limited sections.
 - Plumbing and HVAC plans.
 - Process mechanical plans and limited sections.
 - Electrical one-lines and site plan.
 - P&ID with instrumentation list developed to an approximate 50% effort.

Specifications to be included are limited to pump station major pumping equipment and pipeline materials (i.e. pipeline, valves, and hydrants). Site constraints, permitting requirements, and recommended special inspections will also be provided.

301.5.2 Pre-purchase Selection. Prepare bidding documents for the pre-purchase of major pump station equipment, limited to electrical, generator, and pumps. This will include evaluation criteria, technical specifications and limited drawings. Contract documents, including agreements, terms and conditions and so forth, will not be provided by the Consultant. Consultant will assist in evaluating bids received. Major equipment to be pre-purchased is limited to: piping, pumps, and generator.

301.5.3 Value Engineering (VE). Participate in three value engineering workshops with the CM/GC and Owner. The purpose of these workshops will be to identify, with the CM/GC, potential cost savings alternatives to the project. Where the Owner elects to include such alternatives, the Consultant will modify the design and drawings to incorporate these changes. It is anticipated that these workshops will occur as follows: first workshop shortly after project

kickoff, second workshop before pre-purchase equipment selection, third workshop approximately one to two months prior to contract completion.

301.5.4 Cost Estimate Assistance. Provide assistance to CM/GC in their preparation of the cost estimate by answering questions and adding clarity to project requirements.

Owner Responsibilities:

- Review and comment on drawings and specifications.
- Participate in the VE meetings.
- Review and comment on VE alternatives. Make decisions for VE desired alternatives.
- Coordinate scheduling and services of CM/GC.

Assumptions:

- Drawings and specifications to be provided are limited to those identified in this task.
- Bidding documents for pre-purchased equipment are limited to those identified in this task. Documents for additional pre-purchased equipment will be considered a change to the contract.
- Value engineering efforts assume redesign will not require major modifications to the drawings or engineering calculations. Where extensive redesign is identified, the Consultant will be entitled to seek additional compensation.
- Any construction cost estimates are provided by CM/GC. The CM/GC will develop and provide the Guaranteed Maximum Price (GMP).
- Contract documents for pre-purchase documents will be provided by the CM/GC.
- Assisting with pre-qualification of subcontractors is not included.
- A single set of design drawings and draft specifications will be provided. Consultant will not prepare separate packages for CM/GC to solicit quotes from subcontractors/vendors.
- Permitting efforts for environmental purposes will be handled through other task orders/amendments to this project. No wetland, biological, historical, or other field work will be provided within this portion of the project scope of work.

Deliverables:

- Drawings and specifications.
- Pre-purchase bidding documents.

302 - BROOKS – HOPMERE WELL WATER RIGHTS

(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

The County is evaluating potential water source alternatives for a new community water system for the future Brooks-Hopmere Community (BHC), which may consist of drilling a new community water well(s), converting an existing water well(s) to municipal supply use, and/or acquisition of existing industrial and/or irrigation water rights to be used in a water right transfer process to a new and/or existing well. As the County navigates through the planning process, consultant will provide hydrogeologic and/or regulatory assessment support services as it relates to water wells and water rights.

Task 302.1 – Preliminary Assessment of Water Rights and Wells in Brooks

Consultant Responsibilities:

302.1.1 Water Rights Review.

General work items to be completed as part of this task include:

- Review existing water rights associated with site/property to evaluate conditions of use and potential issues that could affect their transferability.
- Assess if the associated water rights would meet proposed water demands for the future BHC.
- Participate in meetings or discussions with property owners and County regarding the willingness to release water rights either by sale, lease, or transfer.

302.1.2 Well Permitting/Regulatory Feasibility.

This task includes evaluating the feasibility of permitting one or more existing wells as a municipal supply well. General work items to be completed as part of this task include:

- Desktop evaluation of well construction, sanitary conditions, available water quality and pumping data and potential use of well for municipal supply.
- Evaluate locations of the wells relative to OWRD/OHA well setback requirements for a municipal supply well.
- Using DEQ databases, perform a contaminant source survey for the area surrounding the site.

302.1.3 Well Yield Testing and Water Quality Sampling.

Conduct a well performance test and water quality sampling at as many as two industrial-supply wells on the site. General work items to be completed as part of this task include:

- Coordinate and oversee an approximate 2-hour-long pumping test (if possible) in each well (up to two wells). This task will help to reduce uncertainties of the current yield of the wells.
- Collect a water sample to be submitted to a water quality testing laboratory for analysis of Safe Drinking Water Act (SDWA) constituents, general geochemical parameters (e.g., common ions), and polyfluoroalkyl substances (PFAS). This task will help to assess the local groundwater quality and/or if the site has been contaminated by anthropogenic sources (e.g., elevated nitrate from fertilizer application, releases from LUSTs, etc.).
- Collect a secondary set of water samples from the well during pumping to assess biological activity downwell. For this analysis, two water samples will be collected: (1) a sample of water from the well casing (collected immediately after well startup) and (2) a sample of water from the aquifer (collected after the well has been pumping for a pre-determined amount of time based on the volume of water inside the well casing). These water samples will be submitted and analyzed by an appropriate laboratory, to diagnose the potential risk of and/or degree or severity of biofouling (i.e., bacterial and/or scaling), if present. This information can be used later to help develop an approach and costs for well redevelopment techniques and chemicals, if well rehabilitation is deemed appropriate. The Owner can then use this information as part of a “go/no-go” cost benefit analysis.

302.1.4 Documentation.

Prepare a short technical memorandum summarizing Consultant’s findings, assessments, and recommendations of the well yield testing and water quality sampling. Copies of the laboratory analytical reported for the well will be included in the memorandum.

Assumptions:

- The wells can be accessed for the limited field-related tasks described in this scope of work (e.g., well owner will allow general access, the well has an access port or opening that will allow for taking water level measurements, and the well has a spigot or other apparatus for collecting representative water samples).
- Scope assumes one site visit to assess existing wellhead conditions and one site visit to collect water quality samples and oversee and collect measurements during capacity testing of the wells.
- The well owner will operate the wells for the capacity testing and sampling event. The capacity testing will be conducted using the well owner’s pump.
- There is potential for water level probes to become stuck, damaged, or lost in the well during the course of the water level measurement. It is rare that this interferes with well operation (i.e., probe tips commonly become stuck above the pump intake between the casing and the pump column or between electrical cables). Because Consultant is undertaking this work on the County’s behalf, Consultant is not responsible for replacement of lost/damaged equipment or removal of probes from wells should that become necessary. Consultant will take appropriate care in collecting the measurements and will inform the Owner if such an issue should arise.
- The Owner will procure all site access agreements with the land/well owner prior to any capacity testing and water quality sampling of the well. The Owner will notify Consultant in writing with permission to perform testing and sampling of the well.
- A well video survey is not anticipated to be performed at this time, so downwell conditions of the existing wells will not be evaluated as part of this task.
- If it is determined that water levels cannot be accurately recorded during the capacity test (due to blockages between the pump equipment and well casing), a pumping contractor may need to be subcontracted to pull the pump and install a test pump and sounding tube to perform well testing. Costs and labor to coordinate or conduct this work are not included in this scope of work.

Task 302.2 – On-Call Services for Well Siting/Water Rights Transfer Feasibility (Additional Sites)

Consultant Responsibilities:

As the Owner continues to explore candidate sites for its new water well for the BHC, it may be necessary for Consultant to provide support in evaluating those sites for potential constraints or fatal flaws for water well development and permitting.

General work items related to the completion of this task may include:

- Support the evaluation and selection of candidate water campus sites for development of a new water well(s).
- Desktop evaluation of candidate wells for compliance with well construction standards for municipal supply source.
- Review available groundwater quality data for wells near candidate sites and/or candidate wells for municipal use conversion.
- Evaluate OWRD/OHA well setback requirements and land use compatibility for candidate sites.
- Estimate stream depletion using 2003 Hunt model to evaluate the potential for increased interference with surface water bodies.
- Using DEQ databases, perform a contaminant source survey for the area surrounding the candidate sites.
- Evaluate potential pumping interference from candidate sites to offsite wells.

Assumptions:

- Up to three (3) candidate sites will be evaluated as part of this task.

- Up to three (3) site visits will be performed by Consultant to the candidate well sites.
- This task will only evaluate the candidate well sites based on the criteria listed above. Other criteria, such as cost, cultural/social impacts, grading, proximity to power, etc., will not be considered.

Deliverables:

- Consultant does not anticipate preparing any technical memoranda summarizing the results and findings in this task. Consultant will provide email summaries of the evaluation and analysis work performed for this task, as needed and/or requested.

Task 302.3 – Fees and Direct Expenses

Consultant Responsibilities:

- Site visits and associated fees will support the evaluation and selection of candidate water campus sites for development of a new water well(s).
- Water quality laboratory analysis for SDWA constituents.
- Scope assumes one site visit to assess existing wellhead conditions and one site visit to collect water quality samples and oversee and collect measurements during capacity testing of the wells.
- Supporting up to three (3) candidate sites will be evaluated as part of this task.
- Supporting up to three (3) site visits will be performed by Consultant to the candidate well sites.

303 - BROOKS – HOPMERE FINAL DESIGN

(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Task 303.1 – Project Management

Consultant Responsibilities:

- 303.1.1 General Project Management.** Provide general project administration services including contract administration, project accounting, scheduling, and internal project administration.
- 303.1.2 Progress/Review Meetings.** Conduct progress meetings and review meetings as needed, including the Owner, Consultant and CM/GC.
- 303.1.3 CM/GC Coordination.** Coordinate with the CM/GC for general project efforts, including establishing lines of communication.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising as needed. Coordinate attendance of CM/GC to progress meetings.

Assumptions:

- Project management budget for task 303 assumes a project schedule of up to 5 months.
- Project is being funded by the following entities: American Rescue Plan Act (ARPA). Funding assistance will not be provided by the Consultant as part of this scope.
- Progress meetings and review meetings will be a combination of in-person and Microsoft Teams meetings.

Deliverables:

- Monthly invoices.

- Meeting agendas and minutes.

Task 303.2 - 90% and 100% Design

Consultant Responsibilities:

303.2.1 90% Design Plans and Specifications. Advance 50% design to 90% and submit design review drawings and specifications to Owner. Drawings include general, survey, site civil, structural, architectural, plumbing, HVAC, mechanical, electrical, and instrumentation and control sheets.

Instrumentation and control plan sheets will generally include a network layout drawing (if applicable), piping and instrumentation diagrams (P&ID), wiring diagrams, input/output schedule, and the instrumentation schedule.

Prepare technical specifications. Technical specifications will be prepared to detail the materials, processes, and the products that are to be used in the construction.

303.2.2 Review Workshop Meeting(s). Participate in 90% design review workshop meetings with Owner and CM/GC.

303.2.3 Agency Submittal. Agency (OHA) design checklists will be completed and submitted along with the final plans and specifications to Agency for review.

303.2.4 100% Documents. Upon Owner and Agency review, Consultant will incorporate appropriate revisions into a final set of stamped drawings and specifications that will be used for bidding. Respond to Agency comments and provide resubmittal to approving Agency (if required).

303.2.5 100% Design Submittal. Submit stamped/sealed drawings, calculations, and specifications to regulatory agency and Owner. Set will address one (1) round of Owner comments from 90% set. These drawings will be utilized for building permitting and construction. Respond to and address OHA comments and resubmit for approval as required.

303.2.6 CM/GC Cost Model Review. Review CM/GC Cost Model Updates and attend review meetings. SOW includes review of up to two (2) Cost Model Updates at 90% deliverables and attending two (2) review meetings.

303.2.7 Construction Schedule. Review and provide feedback on the CM/GC schedule.

Owner Responsibilities:

- Review and provide one set of written consolidated comments on the design deliverables.
- Provide legal and risk reviews of the bid documents. Assist in identifying permits and approvals for which Contractor will be responsible.
- Pay for any associated permitting fees not assigned to the Contractor.
- Review and comment on drawings and specifications.
- Participate in review workshops.
- Participate in meetings with regulatory agencies.

Assumptions:

- No front-end contract documents (Bid Docs and Div. 00) will be provided by Consultant. Front End documents will be completed and provided by CM/GC.
- This scope task does not include any bidding services.
- Permitting assistance excludes public meetings.

- Design assumes limited changes from value engineering efforts. Where extensive redesign is identified through value engineering efforts, the Consultant will be entitled to seek additional compensation.
- Design assumes final permitting limits issued by regulatory agencies will be comparable to the assumed limits given in the Facility Planning Study and Preliminary Engineering Report. Where actual permitting limits vary significantly from what has been designed, Consultant and Owner will negotiate additional scope of work.
- Building permitting will be by others.
- Cost estimating will be by others.
- Shoring Design (if required) will be by others.
- Extensive architectural features and architectural renderings are not included in the design.
- Additional professional time for correspondence and meetings, due to an Owner initiated change in the project design, and/or support above and beyond that described is considered an additional service.
- AutoCAD is to be used to prepare drawings and AutoCAD Civil 3D or Revit may be used for the site and building design. Spreadsheets will be prepared in Microsoft Excel and text documents in Microsoft Word.
- Drafting will be completed on 11”x17” sheets.
- The estimated project budget for project integration and control panel design scope is \$135,000. It is anticipated this will be included in Amendment 6.
- Consultant will submit drawings and specifications to OHA after Owner and CM/GC comments addressed on 90% submittal.
- Project landscaping will be minimal, generally consisting of landscape gravels. Services of a licensed landscape architect will not be required.
- Extensive architectural features (occupied spaces, restrooms, etc.) are not included. Consultant will develop 3D building models / renderings.
- CM/GC will be required to prepare and implement an Erosion and Sediment Control Plan (ESCP), prepare traffic control plans, and secure associated permits.
- Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor’s methods of determining prices, or over competitive bidding or market conditions, the Consultant does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by the Consultant.
- All deliverables will be submitted in electronic format and reviews will be completed using Bluebeam.

Deliverables:

- 90% Design Submittal (including Drawings and Specifications) in electronic PDF format.
- 100% Design Submittal (including Drawings and Specifications) in electronic PDF format.
- 90% design drawings and specifications, including one PDF submittal (prepared in 22”x34” reviewed in 11”x17”).
- 100% stamped design package, including one PDF submittal (prepared in 22”x34” reviewed in 11”x17”).
- AutoCAD files for site plan, utilities, and grading at final stamped design package.

Task 303.3 – Bidding Support

303.3.1 Advertisement. N/A.

303.3.2 Documents. Distribute bidding documents including addenda to Owner and CM/GC.

303.3.3 Bid Coordination Meetings. Attend up to four (4) pre-bid and/or bid opening meetings with CM/GC, Owner, and sub-contractors interested in the Project and assist in answering questions related to bid documents.

303.3.4 Addenda. If required, respond to bidder questions and prepare up to three addenda during each bidding process to clarify, correct, or change the issued documents.

Owner Responsibilities:

- Participate in bidding process to provide feedback.
- Award the bid with the CM/GC.

Assumptions:

- Three (3) bid packages and three (3) bidding processes are assumed (remaining long-lead equipment, early civil package, and final bid package). If rebidding or addressing bid protests is required, these services will be provided as an additional service.
- Consultant's scope of work is limited to attendance at up to four (4) pre-bid meetings and/or bid opening meetings and responding to questions from CM/GC or other contractors during pre-bid meetings (up to twenty (20) hours of time has been included for these tasks). Consultant will respond to bidder questions and prepare up to three (3) addenda during each bidding process.

304 - BROOKS – HOPMERE ~~Construction Engineering and Inspection CE&I~~ CONSTRUCTION SERVICES

Task 304.1 – Construction Administration Services

Consultant Responsibilities:

This task includes engineering services to support the Owner during the construction of the Project. As we initiate activities, it may become apparent some modifications to this scope are necessary due to changes in the CM/GC's schedule and work. Consultant will advise Owner of such issues and any fee and/or schedule impact prior to implementing revised activities. This task will include the following:

- 304.1.1 Contract Documents.** Incorporate addenda and prepare conformed construction documents for distribution to Owner and CM/GC.
- 304.1.2 Pre-Construction Meeting.** A pre-construction conference will be chaired by the CM/GC and by Owner, Consultant, all major suppliers, and subcontractors. The purpose of this meeting will be to establish lines of communication as well as procedures and timelines for the job. CM/GC will prepare meeting agenda and minutes to be distributed to attendees.
- 304.1.3 Construction Meetings.** Attend onsite construction progress meetings every week with Owner and CM/GC representatives. CM/GC representatives will distribute meeting agenda and subsequent minutes with action items to attendees. Meetings to be held during periods of active construction.
- 304.1.4 CM/GC Schedule.** Review CM/GC's proposed construction time schedule and critical path sequencing.
- 304.1.5 Submittals.** Review CM/GC's submittals for general conformance to the specified materials and methods noted in the design plans and specifications. Reviews will not specify CM/GC techniques, sequencing, procedures, means or methods of construction or safety precautions.
- 304.1.6 Test Results.** Receive and review test results provided by the CM/GC and/or Owner. These test results are anticipated to include: soil, aggregate, foundation improvements, rebar, pressure tests for pipes, pump tests, concrete, and asphalt test reports. These tests will be used to assess

if results conform with the plans and specifications. The review of the test results will not be considered as an independent evaluation of the procedures used during testing.

- 304.1.7 RFIs.** Respond to requests for information (RFIs) from CM/GC or Owner and provide necessary clarification of Contract Documents.
- 304.1.8 Change Orders.** Review of change orders and work directive requests.
- 304.1.9 Field Orders.** Prepare and issue field orders requiring minor changes in the work.
- 304.1.10 Specialty Inspection Services.** Material testing services such as soil compaction, concrete, asphalt, steel, and pipe pressure to be coordinated with the CM/GC.
- 304.1.11 Substantial and Final Completion Walkthrough.** Hold a Substantial Completion walkthrough with Owner Staff for the purpose of issuing a Notice of Substantial Completion to the CM/GC. This substantial completion walkthrough will include the development of a "punch-list" for the Owner to use as the CM/GC's final work to be completed. A final walkthrough will be held at the site to check that punch list items have been completed.

Owner Responsibilities:

- Review and process CM/GC pay requests, change orders and other construction related documents.
- Attend construction meetings.

Assumptions:

- Work will be performed by one CM/GC.
- Addenda will be updated in base files (Word and CAD) to create updated conformed set of drawings.
- Construction staking will be provided by CM/GC.
- The budget assumes ~~3~~ fourteen (14) months of construction beginning in ~~September~~ October 2025.
- Assumes one (1), one (1)-hour meeting per week. Meetings will be typically attended by three (3) staff members with additional team members invited to participate when needed.
- Budget assumes ~~a limited number of~~ up to one hundred (100) submittals reviews, thirty (30) resubmittals reviews, forty (40) RFIs, ten (10) field orders and five (5) change orders reviews. ~~Consultant will notify the Owner that the Consultant is commencing an additional service when any of these limitations have been reached.~~
- Budget assumes processing fourteen (14) CM/GC pay applications.
- Consultant will notify the Owner that the Consultant is commencing an additional service when any of these limitations have been reached.
- ~~The budget for construction services is anticipated to be revisited and increased with the subsequent amendment to establish the full scope and fee.~~

Task 304.2 – Project Management

Consultant Responsibilities:

- 304.2.1 General Project Management.** Provide general project administration services including contract administration, project accounting, scheduling, and internal project administration.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising as needed. Coordinate attendance of CM/GC to progress meetings.

Assumptions:

- Project management budget for Task 304 assumes a project schedule of up to 14 months.
- Construction meetings will be a combination of in-person and Microsoft Teams meetings.

Deliverables:

- Monthly invoices.

Task 304.3 – Construction Observation Services

Consultant Responsibilities:

304.3.1 Construction Observation Services. Consultant will provide a Resident Project Representative to observe onsite construction activities. Such visits and observation are not intended to be an exhaustive or continuous check or a detailed inspection of the CM/GC's work but rather are to allow the Consultant to become familiar with the work in progress and to assess, in general, if the work is proceeding in accordance with the contract documents. Based on these observations, the Consultant shall keep the Owner informed about the progress of the work and shall endeavor to guard the Owner against known defects and deficiencies observed in the work. Construction observation services are intended to be supplemental to the similar observations in coordination with Owner. In completing these services, it is recognized that CM/GC is solely responsible for furnishing and performing the work in accordance with the contract documents. The level of involvement during construction can be adjusted as requested by the Owner and will be managed by Consultant to remain within the budgeted amount. Owner will be notified if budgeted amount is being exhausted more quickly than expected.

Owner Responsibilities:

Provide supplemental construction observation in coordination with Consultant. Alert Consultant of any concerns observed.

Assumptions:

The budget assumes the construction schedule will be limited to 14 months with an average of fifteen hours per week including travel to and from the site being assumed for budgeting purposes. Consultant will be entitled to additional compensation if the schedule is lengthened. CM/GC is responsible for site safety plan.

Deliverables:

Copies of inspection logs or photos, upon request of Owner.

Task 304.4 – Site Visit Fees and Direct Expenses

Consultant's Responsibilities:

- This task includes the following fees and direct expenses associated with Task 304.3 – Construction Observation Services, including:
 - Travel expenses
 - Miscellaneous fees paid for the Owner

Assumptions:

- Budget assumes five (5) five (5)-day site visits (i.e., quarterly) by two (2) remote process engineer staff.
- Budget assumes fourteen (14) one (1)-day site visits (i.e., monthly) by two (2) local project manager/engineering staff.

Task 304.5 – SCADA and Integration

(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

304.5.1 PANEL DESIGN

Consultant Responsibilities:

- 304.5.1.1 **Kickoff Meeting.** Prepare agenda and minutes for the project kickoff meeting with the Owner and CM/GC. The purpose of this meeting will be to establish Owner review team, review the overall project schedule including major milestones and meetings, discuss current conditions, review objectives of site upgrades, and review process for Owner review and approval.
- 304.5.1.2 **Panel Design.** Panel drawings to be produced by Consultant for each panel as identified in design documents. Design to include dimensional layouts, bill of materials (BOM), equipment specifications, and input/output (I/O) wiring to internal and field devices.
- 304.5.1.3 **Component Specification.** Specify PLC (Programmable Logic Controller) and hardware components. Include in panel design Bill of Materials.
- 304.5.1.4 **Communication.** Consultant to respond to up to two rounds of questions regarding potential equipment substitutions from panel shop during submittal review and construction of panels. Consultant will communicate decisions to Owner and redline panel drawings accordingly.

CM/GC to provide submittal from panel shop prior to fabrication of panel for review of components and specified hardware as well as confirmation of component lead times concerning panel delivery and impacts to overall construction schedule. To be approved by Consultant prior to fabrication.
- 304.5.1.5 **As-Built Documentation.** Following final installation, commissioning, and at turnover to Owner, panel drawings are to be updated to reflect final arrangement of panel components and wiring. As-builts to be performed on original panel design drawings and reissued to Owner with printed set to be placed inside panel doors to assist with troubleshooting and future panel modifications and additions.

Owner Responsibilities:

- Procure panels through bidding process of CM/GC.

Assumptions:

- Panels to be provided by CM/GC. Panel construction to be based on Consultant's design and updated to include markups provided following Factory Acceptance Test (FAT). All panels built for project to be from a single source, Underwriters Laboratories (UL) approved panel shop as defined in specifications. CM/GC to provide panel shop contact information to Consultant.
- PLC hardware and components to be Allen Bradley.
- Panels to be designed in AutoCAD.
- CM/GC to coordinate shipment of panels to site and installation, including Consultant needs regarding Site Acceptance Test (SAT) relative to overall project schedule.
- CM/GC to provide project schedule and communicate dates as requested by Consultant. CM/GC to coordinate full construction schedule with line items concerning panel design tasks to be performed by Consultant and allow for minimum of four weeks advanced notice prior to onsite needs.
- As-built documentation to be provided for panels designed by Consultant only. Field wiring drawing updates performed by others.

Deliverables:

- Design of each panel in .dwg and .pdf format.
- Findings of FAT and SAT in technical memo sent to CM/GC and Owner. To include panel markups and punch-list of items to be changed/completed prior to panel shipment.
- Completion of panel as-builts as received by markups from panel shop and captured redlines during submittal reviews.

304.5.3 PROGRAMMING AND INTEGRATION

Consultant Responsibilities:

- 304.5.2.1 Sequence of Operations and Development Meetings.** Consultant to host up to two meetings to develop functionality requirements. The purpose of the meetings will be to receive Owner input to develop the sequence of operations via planned control strategies and expected setpoints as well as review of planned interfaces and hardware design. Owner and Owner representatives are to attend and provide comments commensurate with level of design.
- 304.5.2.2 PLC Control and Programming.** Develop functional program to control each area of operations via PLC. Controls to be developed based on planned design respective to each area. Controls to be designed to operate in manual or automatic mode. Automatic operation to allow for remote monitoring of facilities working in conjunction with rest of Owner's systems.
- 304.5.2.3 HMI Control and Programming.** Develop programming of human machine interface (HMI) screens to display facility information including current measurements, statuses, and alarms. Screens to be developed based on one round of Owner input to allow for control of facilities and clear indication.
- 304.5.2.4 SCADA Control and Programming.** Develop Supervisory Control and Data Acquisition (SCADA) programming for monitoring and reporting of booster station via hardwired internet service installed by CM/GC as part of project construction. SCADA program to provide an overview of facility and means for remote access. SCADA to allow for historical and trend views of information and is to be locally hosted within facility control panel and allow for future upgrades.
- 304.5.2.5 Closeout Meeting.** Consultant to host meeting toward the end of design and programming activities showing screens setup and layout of user interfaces. At this meeting the Owner will have the opportunity to follow up on previous comments and go over programmed interfaces prior to on-site activities.
- 304.5.2.6 Mobile Application.** Develop mobile application for remote status and alarming to operators following completion of onsite controls and SCADA system. Mobile application to be based on existing SCADA screens and I/O. Mobile application to be developed based on one round of Owner input regarding interface, alarms, acknowledgements, and notification.

Owner Responsibilities:

- Review and provide input on screens and interface design.
- Assist in development of control strategies based on user experience and desired operation.
- Facilitate purchase of software licenses by Consultant in Owner's name to be utilized by Consultant for programming. This is to better enable turnover to Owner following installation for support.

- Review and provide input on mobile application design. To include Owner approval of desired alarms and operator contact information.

Assumptions:

- Consultant to purchase programming software for PLC, HMI, and SCADA in Owner's name
- Controls programming to be completed with Allen Bradley software (current version at time this amendment is executed).
- SCADA programming to be completed with Ignition software (current version at time this amendment is executed).
- SCADA to be locally hosted within facility control panel. Desktop application/server will not be provided.
- Programs of vendor-provided, PLC-controlled equipment packages to be property of the Owner to allow for communication with local controls. Vendor programs to be provided without locks. Consultant will not modify vendor programs.
- CM/GC to coordinate full construction schedule with line items concerning integration tasks to be performed by Consultant and allow for minimum of four weeks advanced notice prior to onsite needs.

Deliverables:

- Copies of HMI and screens for review by Owner.
- Copies of PLC, HMI, and SCADA code.
- Final programming and code for each site will be backed up on removable media at project completion.
- Unless otherwise noted, meetings/workshops may be held in person or via on-line meeting tools. This assumption applies to this task as well as subsequent tasks.

304.5.3 COMMUNICATIONS, COORDINATION, START-UP, AND COMMISSIONING

Consultant Responsibilities:

- 304.5.3.1** **Network Communications.** Consultant to work with Owner IT personnel to develop connections of the SCADA including installation needs and hardware requirements. Consultant to solicit input from Owner IT personnel based on discussions during design and realized communication and security requirements. Network connection requirements as designated by Owner IT to be implemented in coordination with Owner and Contractor during construction.
- 304.5.3.2** **Factory Acceptance Testing (FAT).** FAT to be performed by Consultant on control panel prior to shipment of site. The FAT will provide a review of the following: equipment and components installed, adherence to provided panel design, and professional workmanship. Consultant to test panel components at FAT including download of PLC and HMI programs, update firmware, assignment of IP addresses, and verification of physical I/O arrangements. Consultant will provide CM/GC with a form prior to scheduling of FAT to verify installation of panel and all connected components. CM/GC is to complete form and return to Consultant for approval prior to Consultant arrival to job site. At FAT, Consultant will review and note any deficiencies in a punch-list and/or provide sign-off of approval that FAT is satisfactorily completed.

304.5.3.3 Site Acceptance Testing (SAT). SAT to be performed by Consultant on control panel following installation at site. The SAT will provide a review of the following: installation of panel, power and operation of panel and internal components, and initial setup and configuration of panel including instrument connections and communication. Consultant to test panel components at SAT including field instrumentation I/O signal validation, hardware communications (including to vendor-provided equipment), networking arrangement, and SCADA connectivity.

Consultant will provide CM/GC with a form prior to scheduling of SAT to verify installation of panel and all connected components. CM/GC is to complete form and return to Consultant for approval prior to Consultant arrival to job site. At SAT, Consultant will review and note any deficiencies in a punch-list and/or provide sign-off of approval that SAT is satisfactorily completed.

304.5.3.4 Commissioning. Following SAT, Consultant to prepare each area of site for operable condition. Commissioning activities to include I/O checkout, program updates, functionality testing, and loop/bump tests of equipment. Program updates and changes to setpoints to be documented for Owner review.

Owner Responsibilities:

- Undertake required service agreements for communication and data, including payment of construction or service costs.
- Facilitate communications with contractors, including providing contact information for local internet service provider (ISP) and Owner IT personnel.
- Operate any Owner equipment, valves, etc. Provide licensed operator to be present for startup and testing.
- Provide access to facilities, including after hours as needed.
 1. On-site needs to be communicated by Consultant in advance.

Assumptions:

- Communication and data services to be provided by Owner IT and/or Owner ISP.
- CM/GC to provide project schedule and communicate dates as requested by Consultant. CM/GC to coordinate full construction schedule with line items concerning integration tasks to be performed by Consultant and allow for minimum of four weeks advanced notice prior to onsite needs.
- Panel factory acceptance tests to be completed on one trip for all panels. Two full days for panel FAT is included in this scope of work. Factory testing is assumed to be within 100 miles of job site. If additional trips are required to address defective work, facilitate partial deliveries, etc., these will be provided as an additional service and subject to review of Consultant's fees.
- Network setup is to be completed on one trip for all connections. One full day for network configuration is included in this scope of work as part of panel SAT trip. Network hardware and cabling to be installed, configured, and tested by CM/GC prior to network checkout.
- Panel site acceptance tests to be completed on one trip for all panels. Two full days for panel SAT is included in this scope of work. If additional trips are required to address defective work, facilitate partial deliveries, etc., these will be provided as an additional service and subject to review of Consultant's fees.
- Commissioning is to be completed on one trips for facility checkout. Up to five days for commissioning are included in this scope up work.

- CM/GC to be available to provide in-field updates as requested by Consultant.

Deliverables:

- On-site integration and site network setup.
- Functional process control and SCADA system as defined in project construction contract documents.
- Alarming, notification, and historical trending of site process conditions.

304.5.4 MANUALS, TRAINING, AND SUPPORT

Consultant Responsibilities:

- 305.5.4.1 Manuals.** Consultant to prepare operations and maintenance manual for SCADA system. Manual to describe system function of each area including list of instruments, equipment, control setpoints, and programmed parameters. Manual also to provide recommendations for troubleshooting as well as contact information for continued integration services should need arise in the future.
- 305.5.4.2 Training.** Consultant to perform training at each of the site areas to demonstrate operations via new control systems and review of manual and design drawings.
- 305.5.4.3 Support.** Consultant provides a one-year period of continued support following turnover to Owner. This support will include software updates to control system in the event of bugs encountered by Owner through operations. Up to 4 hours for support within this first year is included.

Owner Responsibilities:

- Review operations manuals.
- Invite needed personnel to attend training sessions and coordinate time at each site.
- Notify Consultant of requested programming revisions.

Assumptions:

- Training to take place over one trip or done in conjunction with final turnover to Owner at each site. One full day of on-site training is included in this proposal.
- Additional integration work not included in the original scope of project and requested after the training documentation has been provided shall be treated as a new task subject to additional fees and agreement between Owner and Consultant.

Deliverables:

- Operations manuals for each location.
- Recommendations for future software and integration support, including software maintenance recommendations and control system service provider, to be issued in the form of a memo to Owner.
- Updated panel drawings showing as-built conditions.
- On-site training sessions with Owner and Owner's representatives.
- Implementation of requested fixes and software support as required to correct bugs encountered in programs for one-year following turnover to Owner pending Consultant evaluation that update is necessary and falls under scope of this project and agreement.

Task 304.6 – SCADA Contingency/Additional Services

Consultant Responsibilities:

- 304.6.1** **Contingency.** For unexpected work encountered during the project, a reserve is included on a contingency basis. Contingency funds are for items not explicitly included in this scope of work or as already identified in the design documentation. Utilization of these funds will be subject to Owner approval for items identified as out of scope.

Owner Responsibilities:

- Review and approve Consultant to work on items identified as Contingency up to amount indicated as part of this agreement.

Assumptions:

- May include travel to site and expenses if needed.

Deliverables:

- Submission of Contingency work as encountered with estimated time and cost to complete for Owner approval on a per task basis.
- Completion of approved Contingency work.
- Separate invoicing of Contingency work on an agreed amount as either Lump Sum or Time and Materials basis.

Task 304.7 – Power Systems Study

(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant will perform power system studies per Section 26 05 73 – Power System Studies of the Brooks-Hopmere Water System Improvements Contract Documents and Specifications, dated October 2025 (Construction Contract Documents).

Consultant Responsibilities:

- 304.7.1** Consultant shall complete a short-circuit fault analysis study, protective device coordination study, and arc-flash hazard study, as described below:

- 304.7.1.1** The Consultant shall furnish short-circuit and protective device coordination studies which shall be prepared by a Registered Professional Engineer. The analysis shall be performed and submitted in two phases for initial and final studies.
- 304.7.1.2** Consultant will serve as Owner's Engineer under separate contract from the project construction to perform the power system studies. Consultant will provide the studies, labeling, and overcurrent protection devices (OCPD) settings. CM/GC is responsible for providing construction as-built drawing markups, equipment submittals, and setting OCPDs per findings of the power system study, as applicable.
- 304.7.1.3** The Consultant shall furnish an Arc Flash Hazard Analysis Study per NFPA 70E - Standard for Electrical Safety in the Workplace, reference Article 130.5 and Informative Annex D. The analysis shall be performed and submitted in two phases for initial and final studies.
- 304.7.1.4** The Consultant shall furnish power system model and project library files used for the creation of the studies in electronic format. The model and project library files shall be submitted in two phases as part of initial and final studies.

- 304.7.1.5 It is the CM/GC's responsibility for scheduling and coordinating the Work of subcontractors, suppliers, and other individuals or entities performing or furnishing any of the items required for Consultant's Work.
- 304.7.1.6 The CM/GC shall coordinate with the Owner and Consultant to schedule and attend Electrical System Study meetings as defined in Sections 304.6.11 through 304.6.14.
- 304.7.1.7 Scope of studies shall encompass all proposed components of electrical distribution system and any directly affected existing distribution components. Additionally, if existing equipment is not arc flash labeled up to the current NFPA 70E standards then this equipment shall be included in the scope of this study.
- 304.7.1.8 After completion of the studies, as part of commissioning, the CM/GC shall coordinate the setting and testing of all protective devices with adjustable settings based on the recommendations from the protective device coordination study.
- 304.7.1.9 After completion of the studies, as part of commissioning the CM/GC shall coordinate the installation of the arc flash hazard labels with the Consultant.

304.7.2 Submittals

- 304.7.2.1 Submittals shall be furnished as specified in Section 01 33 00 – Submittal Procedures and 26 05 00 – Electrical, General of the Brooks-Hopmere Water System Improvements Contract Documents and Specifications, dated October 2025.
- 304.7.2.2 The initial short-circuit, protective device coordination, and arc flash studies shall be submitted to the design Engineer prior to receiving final approval of the distribution equipment shop drawings and/or prior to release of equipment drawings for manufacturing. The initial submittal shall also include a version of the preliminary model and project library files for review. If formal completion of the studies may cause delay in equipment manufacturing, approval from the Engineer may be obtained for preliminary submittal of sufficient study data to ensure that the selection of device and characteristics will be satisfactory.

304.7.3 Submittals for Construction.

- 304.7.3.1 Submit qualification information for the firm and individual(s) specified in Section 304.6.4 herein.
- 304.7.3.2 Submit letter or email correspondence from utility with available short circuit current value at the main service switchboard. As a minimum, the utility shall include the following for the facility: service voltage and configuration, main service maximum allowable short circuit current, service transformer kVA and impedance, 3-phase and phase to ground X/R ratios, and service conductor size, number, and length.
- 304.7.3.3 The final results of the short-circuit, protective device coordination and arc flash hazard analysis studies shall be summarized in a final report. No more than five (5) bound copies of the complete final report shall be submitted. For large system studies, submittals requiring more than five (5) copies of the report will be provided without the section containing the computer printout of the short-circuit input and output data. An additional copy of the final report, model file, and project library file shall be provided in a zip file for download.
- 304.7.3.4 The report shall include the following sections:

- 304.7.3.4.1 Section 1 – Executive Summary
- 304.7.3.4.2 Section 2 – Short-Circuit and Protective Device Evaluation Study
 - i. Short-Circuit Analysis Objectives
 - ii. System Modeling
 - iii. Modeling Assumptions
 - iv. Short-Circuit Results
 - v. Equipment, Material, and Protective Device Evaluation
- 304.7.3.4.3 Section 3 – Protective Device Coordination Study
 - i. Study Description and Protection Philosophy
 - ii. Codes and Standards
 - iii. Coordination Objectives
 - iv. Coordination Results
 - v. Coordination Recommendations
 - vi. Time-Current Characteristic Plots
- 304.7.3.4.4 Section 4 – Recommended Protective Device Settings
- 304.7.3.4.5 Section 5 – Arc Flash Hazard Study
 - i. Study Description
 - ii. Analysis Procedure
 - iii. Arc-Flash Analysis Results
 - iv. Arc-Flash Analysis Recommendations
- 304.7.3.4.6 Section 6 – Appendices
 - i. Power System Study Single line diagrams
 - ii. Reference Drawing Single line diagrams
 - iii. Short-Circuit Input Data Report
 - iv. Short-Circuit Analysis Results Reports
 - v. Protective Device Settings Report

- vi. Arc-Flash Analysis Results Reports
- vii. Arc Flash Hazard Labels
- viii. At discretion of Consultant performing study any other appendices needed to capture request information in report data Section 304.6.10 herein.

304.7.4 Qualifications

304.7.4.1 The short-circuit, protective device coordination and arc flash hazard analysis studies shall be conducted under the supervision and approval of a Registered Professional Electrical Engineer skilled in performing and interpreting the power system studies. The firm and individual(s) performing the specified studies shall be experienced in the application of computer software used for power system studies and shall have performed studies of similar magnitude on electrical systems using similar equipment and devices. The Registered Professional Electrical Engineer shall be a full-time employee of the Engineering Services Organization.

304.7.5 Studies

304.7.5.1 The Consultant to furnish short-circuit and protective device coordination studies as prepared by Registered Professional Engineer. The coordination study shall begin with the utility company's feeder protective device and include all electrical protective devices down to and include the largest feeder circuit breaker and motor starter in the 480V motor control centers and power distribution panelboards. The study shall also include variable frequency drives, harmonic filters, power factor correction equipment, transformers and protective devices associated with variable frequency drives, emergency and standby generators associated paralleling equipment and distribution switchgear.

304.7.5.2 Consultant shall furnish an Arc Flash Hazard Analysis Study per NFPA 70E - Standard for Electrical Safety in the Workplace, reference Article 130.5 and Informative Annex D. The analysis shall be performed and submitted in two phases for initial and final studies.

304.7.5.3 The short-circuit fault, protective device coordination, and arc flash hazard analysis shall be performed and submitted in two phases:

- a. Initial results report and modeling analysis:
 - i. Based on the Construction Contract Documents and Electric Utility information.
 - ii. The initial report shall indicate the estimated available short-circuit current at the line side terminals of each piece of equipment covered by the scope of the study, provide preliminary breaker settings, and preliminary arc flash results.
 - iii. Provide a list of assumptions used in the initial study.
 - iv. Provide modeling data inputs and single line diagrams. Equipment in the model shall be tagged according to the contract and record drawings.

304.7.5.4 Final Results report and modeling analysis:

- a. The final results shall modify the initial report as follows:
 - i. Utilize the actual equipment provided on the project.
 - ii. Utilize conductor lengths based on installation.
 - iii. Must incorporate comments from Owner and Consultant for the project.

304.7.6 Data Collection.

304.7.6.1 CM/GC shall furnish all field data as required by the power system studies. CM/GC shall verify existing distribution system equipment and protective device models and settings with assistance of a qualified electrician as needed. CM/GC shall provide conductor lengths based on installation for new equipment. CM/GC shall coordinate a site visit with Consultant performing the study if deemed necessary for accurate completion of the model. The Consultant performing the short-circuit, protective device coordination and arc flash hazard analysis studies shall furnish the CM/GC with a listing of required data. The CM/GC shall expedite collection of the data to eliminate unnecessary delays and assure completion of the studies as required for final approval of the distribution equipment shop drawings and/or prior to the release of the equipment for manufacturing.

304.7.6.2 Source combination may include present and future utility supplies, motors, and generators.

304.7.6.3 Load data utilized may include existing and proposed loads obtained from Construction Contract Documents provided by Owner or CM/GC. Any relevant record drawings for modeling shall be provided by Owner or CM/GC.

304.7.6.4 Include fault contribution of existing motors in the study, with motors < 50 horsepower (hp) grouped together. Motors < 50 hp shall not be grouped together if associated buses need arc flash labels. The Consultant shall obtain the required equipment data, if necessary, to satisfy the study requirements.

304.7.7 Short-Circuit and Protective Device Evaluation Study

304.7.7.1 Use actual conductor impedances if known. If unknown, use typical conductor impedances based on Institute of Electrical and Electronics Engineers (IEEE) Standards 141, latest edition.

304.7.7.2 Transformer design impedances and standard X/R ratios shall be used when test values are not available.

304.7.7.3 Provide the following:

- a. Calculation methods and assumptions
- b. Selected base per unit quantities

- c. One-line diagram of the system being evaluated with available fault at each bus, and interrupting rating of devices noted. Bus interrupt ratings shall be based on the lowest rated piece of equipment connected directly to each bus.
- d. Source impedance data, including electric utility system and motor fault contribution characteristics
- e. Typical calculations
- f. Tabulations of calculated quantities
- g. Results, conclusions, and recommendations

304.7.7.4 Calculate short-circuit momentary and interrupting duties for a three-phase bolted fault at each:

- a. Electric utility's supply termination point
- b. Incoming switchgear
- c. Low voltage switchgear
- d. Motor control centers
- e. Standby generators and automatic transfer switches
- f. Branch circuit panelboards
- g. 3-phase control panels
- h. VFD cabinets
- i. Other significant locations throughout the system

304.7.7.5 For grounded systems, provide a bolted line-to-ground fault current study for areas as defined for the three-phase bolted fault short-circuit study.

304.7.7.6 Protective Device Evaluation:

- a. Evaluate equipment and protective devices and compare to short circuit ratings
- b. Adequacy of switchgear, motor control centers, and panelboard bus bracing to withstand short-circuit stresses
- c. Adequacy of transformer windings to withstand short-circuit stresses
- d. Cable and busway sizes for ability to withstand short-circuit heating
- e. Notify Owner, in writing, of existing circuit protective devices improperly rated for the calculated available fault current

304.7.8 Protective Device Coordination Study

- 304.7.8.1** Proposed protective device coordination time-current curves shall be graphically displayed on log-log scale paper.
- 304.7.8.2** Include on each curve sheet a complete title and one-line diagram with legend identifying the specific portion of the system covered.
- 304.7.8.3** Terminate device characteristic curves at a point reflecting maximum symmetrical or asymmetrical fault current to which device is exposed.
- 304.7.8.4** Identify device associated with each curve by manufacturer type, function, and, if applicable, tap, time delay, and instantaneous settings recommended.
- 304.7.8.5** Plot the following characteristics on the curve sheets, where applicable:
- a. Electric utility's protective device
 - b. Low voltage fuses including manufacturer's minimum melt, total clearing, tolerance, and damage bands
 - c. Low voltage equipment circuit breaker trip devices, including manufacturer's tolerance bands
 - d. Transformer full-load current, magnetizing inrush current, and ANSI transformer withstand parameters
 - e. Conductor damage curves
 - f. Ground fault protective devices, as applicable
 - g. Pertinent motor starting characteristics and motor damage points
 - h. Pertinent generator short-circuit decrement curve and generator damage point
 - i. Other system load protective devices for the largest branch circuit and the largest feeder circuit breaker in each motor control center
- 304.7.8.6** Provide adequate time margins between device characteristics such that selective operation is provided, while providing proper protection.
- 304.7.8.7** Select each primary protective device required for a delta-wye connected transformer so that the characteristics or operating band is within the transformer parameters which includes a parameter equivalent to 58% of the ANSI withstand point to afford protection for secondary line-to-ground faults.
- 304.7.8.8** Separate low voltage power circuit breakers from each other and the associated primary protective device by a 16% current margin for coordination and protection in the event of secondary line-to-line faults.
- 304.7.8.9** Consultant shall provide settings file printouts for all multifunction relays supplied under this contract including all ANSI protective relay functions and associated logic and control. Metering, communication, and control logic settings not associated with ANSI protective functions are not required.

304.7.9 Arc Flash Hazard Analysis

- 304.7.9.1** The arc flash hazard analysis shall be performed according to the IEEE 1584 equations that are presented in NFPA70E-2012, Informative Annex D.
- 304.7.9.2** When appropriate, the short circuit calculations and the clearing times of the phase overcurrent devices will be retrieved from the short-circuit and coordination study model. Alternative methods shall be presented in the proposal.
- 304.7.9.3** The arc flash protection boundary and the incident energy shall be calculated at all significant locations in the electrical distribution system (switchboards, switchgear, motor-control centers, panelboards, busway and splitters) where Work could be performed on energized parts.
- 304.7.9.4** The Arc-Flash Hazard Analysis shall include all 480V locations and significant locations in 240V and 208V systems fed from transformers equal to or greater than 30 kVA.
- 304.7.9.5** Safe working distances shall be specified for calculated fault locations based upon the calculated arc flash boundary considering an incident energy of 1.2 cal/cm².
- 304.7.9.6** The Arc Flash Hazard analysis shall include calculations for maximum and minimum contributions of fault current magnitude. The minimum calculation shall assume that the utility contribution is at a minimum and shall assume a minimum motor load. Conversely, the maximum calculation shall assume a maximum contribution from the utility and shall assume motors to be operating under full-load conditions.
- 304.7.9.7** Arc flash computation shall include both line and load side of main breaker calculations, where necessary. Main breakers shall be excluded as the protective device for buses when the main breaker is not considered isolated from the bus within a given enclosure.
- 304.7.9.8** Arc Flash calculations shall be based on actual overcurrent protective device clearing time. Maximum clearing time will be capped at 2 seconds based on IEEE 1584 section B.1.2.

304.7.10 Report Data

304.7.10.1 Input Data:

- a. Utility three-phase and line-to-ground available contribution with associated X/R ratios
- b. Short-circuit reactance of rotating machines with associated X/R ratios
- c. Cable type, construction, size, number per phase, length, impedance and conduit type
- d. Bus duct type, size, length, and impedance
- e. Transformer primary & secondary voltages, winding configurations, kVA rating, impedance, and X/R ratio
- f. Reactor inductance and continuous ampere rating
- g. Aerial line type, construction, conductor spacing, size, number per phase, and length

304.7.10.2 Short-Circuit Data:

- a. Source fault impedance and generator contributions
- b. X to R ratios
- c. Asymmetry factors
- d. Motor contributions
- e. Short circuit kVA
- f. Symmetrical and asymmetrical fault currents

304.7.10.3 Recommended Protective Device Settings:

- a. Phase and Ground Relays:
 - i. Current transformer ratio.
 - ii. Current setting.
 - iii. Time setting.
 - iv. Instantaneous setting.
 - v. Specialty non-overcurrent device settings.
 - vi. Recommendations on improved relaying systems, if applicable.
- b. Circuit Breakers:
 - i. Adjustable pickups and time delays (long time, short time, ground).
 - ii. Adjustable time-current characteristic.
 - iii. Adjustable instantaneous pickup.
 - iv. Recommendations on improved trip systems, if applicable.

304.7.10.4 Incident energy and arc flash boundary calculations.

- a. Arcing fault magnitude
- b. Device clearing time
- c. Duration of arc
- d. Arc flash boundary
- e. Working distance
- f. Incident energy
- g. Recommendations for arc flash energy reduction

304.7.11 Electrical System Study Meetings

304.7.11.1 The individual conducting the short circuit analysis, protective device coordination, and the arc-flash hazard studies (Consultant) shall meet with the Owner and CM/GC up to three (3) times.

304.7.11.2 The purpose of the three meetings is as follows:

- a. Initial meeting:
 - i. Meet with the Owner and CM/GC to discuss the scope of the studies.
 - ii. Discuss the Owner's operational requirements for both normal operation and maintenance.
- b. Preliminary results meeting:
 - i. This meeting will be held after the studies have been completed, reviewed, and submitted by the Engineer.
 - ii. The purpose of this meeting is to inform the Owner of the results of the study and impacts on normal operation and maintenance including:
 - Protective device coordination problems and recommended solutions.
 - Explanation of the arc-flash study results and its potential impact on operations.
 - Recommendations for reduction of arc-flash category levels including reduction of protective device settings or changes in operational practices.
- c. Final meeting:
 - i. Discuss changes to the reports based on the previous meeting.
 - ii. Discuss with the Owner how changes to the electrical system may change the arc-flash hazard category.
 - iii. Deliver the final electrical system studies report.

304.7.11.3 The meetings will be at the Owner's facility:

- a. Provide a minimum of three weeks' notice to the Owner and CM/GC in advance of the projected meeting date.
- b. Submit a draft of the meeting agenda when each meeting is requested.

304.7.11.4 Meeting materials:

Prepare and provide the following materials:

- i. Meeting agenda. Include at a minimum the scope of the meeting, estimated time length for the meeting and meeting goals.
- ii. Six (6) copies of the project one-line diagrams for the initial meeting.

iii. Six (6) copies of the studies of the submitted study.

304.7.11.5 By virtue of the fact that this is a professional study, the Owner reserves the right to modify the requirements of the study to comply with its operational requirements. The protective device coordination study and the arc-flash study shall be modified based on the results of the meetings with the Owner.

304.7.12 **Field Adjustment**

304.7.12.1 Adjust relay and protective device settings according to the recommended settings table provided by the coordination study. Field adjustments to be completed by the engineering service division of the equipment manufacturer under the Startup and Acceptance Testing contract portion.

304.7.12.2 Make minor modifications to equipment as required to accomplish conformance with short circuit and protective device coordination studies.

304.7.12.3 Notify Owner in writing of any required major equipment modifications.

304.7.12.4 Following completion of all studies, acceptance testing and startup by the field engineering service division of the equipment manufacturer, a two-year warranty shall be provided on all components manufactured by the engineering service parent manufacturing company.

304.7.13 **Arc Flash Warning Labels**

304.7.13.1 The Consultant shall provide a 4 in. x 6 in. thermal transfer type label of high adhesion polyester for each work location analyzed. UV resistant label material shall be used for equipment located outdoors.

304.7.13.2 The label shall have an orange header with the wording, “WARNING, SHOCK & ARC FLASH HAZARD”, and shall include the following information:

- a. Bus or Equipment designation
- b. Nominal voltage
- c. Arc flash boundary
- d. Incident energy
- e. Working distance
- f. Shock Boundaries, shock hazard, and shock glove classification
- g. List of recommended personal protective equipment based on NFPA 70E table 130.5(G)
- h. Protective Device Designation
- i. Engineering report issue date

304.7.13.3 Labels shall be machine printed, with no field markings

304.7.13.4 Arc flash labels shall be provided in the following manner and all labels shall be based on recommended overcurrent device settings.

- a. For each 480 and applicable 208 volt panelboards and disconnects, one arc flash label shall be provided
- b. For each motor control center, one arc flash label shall be provided
- c. For each low voltage switchboard, one arc flash label shall be provided
- d. For each switchgear, one arc flash label shall be provided

304.7.13.5 Labels shall be field installed by a qualified electrician or the Consultant under the Startup and Acceptance Testing contract portion.

304.7.14 **Arc Flash Training**

304.7.14.1 The Consultant shall provide training to Owner's personnel of the potential arc flash hazards associated with working on energized equipment (minimum of 4 hours). Maintenance procedures in accordance with the requirements of NFPA 70E, Standard For Electrical Safety Requirements For Employee Workplaces, shall be provided in the equipment manuals. The training shall be certified for continuing education units (CEUs) by the International Association for Continuing Education Training (IACET)

Task 304.8 – Geotechnical Construction Observation Services

(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

The purpose of our scope is to provide construction observation services for geotechnical elements of the project. Geotechnical-related activities will include observation of earthwork, including fill placement and compaction during mass grading, subgrade preparation, ground improvement, and other on-site earthwork activities as coordinated with the CM/GC. Consultant will also review material and other submittals for conformance with geotechnical project recommendations, as requested by the project team. Project construction includes installation of ground improvement elements to be designed by the ground improvement specialty contractor. Consultant specific scope of services is presented as follows:

Consultant Responsibilities:

- 304.8.1** Provide geotechnical engineering and consultation services during the planning and pre-construction preparation phase of work, including coordination and review of geotechnical design elements.
- 304.8.2** Attend a kick-off pre-construction meeting with the design and construction teams.
- 304.8.3** Observe subgrade preparation after clearing/stripping and before fill material is placed by either probing or proof rolling. Provide recommendations for the remediation of identified unsuitable areas or disturbed subgrade material, if present.
- 304.8.4** Complete ASTM International (ASTM) Standard Practices proctor (laboratory compaction) density tests on material proposed as structural fill.

- 304.8.5 Evaluate placement and compaction of fill material by conducting in-situ density testing and/or by observing the CM/GC's procedures and response of the soil to construction equipment.
- 304.8.6 Review design plans for proposed ground improvements to be completed by a specialty contractor that provides ground improvement construction.
- 304.8.7 Provide full time observation of ground improvement activities, including observations of installation and full-scale load testing of installed elements scheduled for testing in project specifications. The intent of our observations of ground improvement activities is to confirm elements are installed per plan and to log element location, soil conditions, and depth of installation at each location, along with element finished size as appropriate. Design and performance elements remain the responsibility of the ground improvement design engineer and CM/GC.
- 304.8.8 Evaluate Underground utility trench subgrade and backfill by probing and observing the base of the excavated trenches and performing in-place density tests to evaluation compaction of trench backfill
- 304.8.9 Perform project management tasks, including email and telephone correspondence as well as reviewing field reports and responding to CM/GC requests for information (RFIs) and client communications.
- 304.8.10 Prepare field reports summarizing our observations following each site visit and provide copies to members of the design and construction teams, as required.
- 304.8.11 Prepare correspondence addressing construction activities, responding to RFIs, and/or providing summary letters for the project as described below

Task 304.9 – Geotechnical Construction Contingency

(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Full-time construction observation (estimated 12 visits for observation of installation of ground improvement elements, and observation of full-scale load testing and asphalt concrete paving at an estimated cost of \$1,650 per visit), including travel time, mileage, travel expenses, testing equipment, and reporting. Full-time site visits are estimated at 8 hours maximum on site per visit.

Task 304.10 – Project Closeout

Consultant Responsibilities:

- 304.10.1 **O&M Manual.** Consultant will receive from the CM/GC an operation and maintenance manual (O&M) that includes all major equipment including but not limited to:

Reservoir

Consultant to provide brief supplement outlining the purpose, design criteria, operations/controls (including normal operations, theory of operation, tank isolation, and draining), and a summary of recommended preventative maintenance activities.

Booster Station

Consultant to provide brief supplement outlining the purpose, design criteria, operations/controls (including normal operations, theory of operation, booster station isolation), and a summary of recommended preventative maintenance activities.

- 304.10.2 Record Drawings.** The Record Drawings will be developed using the CM/GC maintained set of “Red-line” drawings and will show locations of installed components of the Project as identified by the CM/GC. These Record Drawings will show significant changes made during construction. CM/GC drawings will be reviewed, noted, and submitted to Owner as part of the O&M Manual. Record drawings will be provided to Owner as red-lined PDF of Construction Drawings.

Owner Responsibilities:

- Provide information for O&M manual as requested by Consultant.
- Provide written comments on draft O&M manual provided.

Assumptions:

- CM/GC will prepare operation and maintenance manual information and submit it to the Consultant.
- Because Record Drawings are based on unverified information provided by other parties, the Consultant does not warrant their accuracy.
- Project services are assumed to end at the final completion date for construction. Ongoing support services and 11-month warranty service, if requested by the Owner, will be provided separately as an additional service.
- Startup services are assumed to end at the final completion date for construction. Ongoing support services and 11-month warranty service, if requested by the Owner, will be provided separately as an additional service.
- CM/GC redlines will not be updated on the electronic files.

Deliverables:

- Two (2) 11”x17” paper copy and one (1) electronic copy in PDF format of construction plans marked “Record Drawings”.
- Two (2) paper copies and one (1) electronic copy in PDF format of the Operations and Maintenance Manual provided to the Owner. Provide one (1) copy of the operations and maintenance manual to Agency for review.

**MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT**

EXHIBIT B - CONSULTANT COMPENSATION

B.1 BASIS OF COMPENSATION

B.1.01 Owner shall compensate Consultant for the performance of Services set forth in Exhibit A, as follows:

Consultant shall perform the Services for: a maximum, not-to-exceed price of ~~\$2,397,829~~ **\$3,205,172.**

Although individual task budgets may be exceeded, the total authorized budget amount shall not be exceeded without written authorization from Owner. For time and materials tasks, compensation will be according to Keller Associates' standard billing rates updated annually in January.

PHASE 1 – GENERAL ENGINEERING SERVICES	Cost	Type
Task 100 – Project Management	\$ 141,245	T&M
Task 101 – Public Outreach and Land Use	\$ 42,600	T&M
Task 102 – Land Acquisition and Relocation Services	\$ 138,866	T&M
Task 103 – Financial Consultant Services	\$ 34,631	T&M
Phase 1 Subtotal	\$357,342	

T&M: Time and Materials, LS: Lump Sum

PHASE 2 – BROOKS-HOPMERE WASTEWATER IMPROVEMENT PROJECT	Cost	Type
200 – BROOKS – HOPMERE WASTEWATER STUDY		
Task 200.1 – Project Management	\$ 8,030	LS
Task 200.2 – Data Acquisition & Facility Tours	\$ 4,160	LS
Task 200.3 – Project Planning	\$ 3,165	LS
Task 200.4 – Existing Facilities Evaluation	\$ 15,310	LS
Task 200.5 – Need for system improvements	\$ 6,800	LS
Task 200.6 – Collection System Alternatives Evaluation	\$ 32,615	LS
Task 200.7 – Treatment Plant Alternatives Evaluation	\$ 30,830	LS
Task 200.8 – Recommended Alternatives	\$ 14,000	LS
Task 200.9 – Draft and Final WWFPS	\$ 29,360	LS
Phase 2 Subtotal	\$144,270	

T&M: Time and Materials, LS: Lump Sum

PHASE 3 – BROOKS-HOPMERE DRINKING WATER IMPROVEMENT PROJECT	Cost	Type
300 - BROOKS – HOPMERE WATER STUDY		
Task 300.1 – Project Management	\$ 12,500	LS
Task 300.2 – Data Acquisition & Facility Tours	\$ 7,290	LS
Task 300.3 – Project Planning	\$ 4,770	LS
Task 300.4 – Existing Facilities Evaluation	\$ 4,500	LS
Task 300.5 – Need for system improvements	\$ 4,200	LS
Task 300.6 – Storage Alternatives	\$ 8,315	LS
Task 300.7 – Distribution System Recommendations	\$ 27,200	LS
Task 300.8 – Community Well Evaluation	\$ 66,410	LS
Task 300.9 – Connecting to Neighboring System	\$ 20,690	LS
Task 300.10 – Recommendations	\$ 17,840	LS
Task 300.11 – Draft and Final Water Feasibility Study	\$ 19,070	LS
Subtotal	\$ 192,785	
301 - BROOKS – HOPMERE WATER PRELIMINARY ENGINEERING		
Task 301.1 – Project Management	\$ 120,647	LS
Task 301.2 – Topographical Survey	\$ 85,863	LS
Task 301.3 – Preliminary Engineering Report	\$ 206,036	LS
Task 301.4 – Geotechnical Investigation	\$ 50,051	LS
Task 301.5 – 50% Design	\$ 628,500	LS
Subtotal	\$1,091,097	
302 - BROOKS – HOPMERE WELL WATER RIGHTS		
Task 302.1 – Preliminary Assessment of Water Rights and Wells	\$ 35,628	LS
Task 302.2 – On-Call Services for Well Siting/Water Rights Transfer Feasibility (Additional Sites)	\$ 32,152	LS
Task 302.3 – Fees and Direct Expenses	\$ 16,182	T&M
Subtotal	\$83,962	
303 - BROOKS – HOPMERE FINAL DESIGN		
Task 303.1 – Project Management	\$ 15,180	LS
Task 303.2 - 90% and 100% Design	\$ 379,753	LS
Task 303.3 - Bidding Support	\$ 20,045	LS
Subtotal	\$ 414,978	

304 - BROOKS – HOPMERE CONSTRUCTION SERVICES CE&I		
Task 304.1 – Construction Administration Services	\$ 113,395	LS
	<u>\$ 359,877</u>	
Task 304.2 - Project Management	\$ 49,550	LS
Task 304.3 - Construction Observation Services	\$ 221,625	TM
Task 304.4 - Site Visit Fees and Direct Expenses	\$ 20,000	TM
Task 304.5 - SCADA and Integration	\$ 119,804	LS
Task 304.6 - SCADA Contingency/Additional Services	\$ 6,056	TM
Task 304.7 - Power Systems Study	\$ 8,609	LS
Task 304.8 - Geotechnical Construction Observation Services	\$ 95,112	LS
Task 304.9 - Geotechnical Construction Contingency	\$ 20,020	TM
Task 304.10 - Project Closeout	\$ 20,085	LS
Subtotal	\$ 113,395	
	\$ 920,738	
Phase 3 Subtotal	\$ 1,896,217	
	\$ 2,703,560	

T&M: Time and Materials, LS: Lump Sum

TOTAL	\$ 2,397,829
	\$ 3,205,172

- B.1.01 Payments for Services and Reimbursable Expenses shall be made monthly, following Owner’s review and approval of detailed invoices submitted by Consultant and acceptance of the Services or approval of Reimbursable Expenses by Owner. Owner shall make payments only after Owner’s receipt and approval of (i) Consultant’s detailed monthly invoice as described in Section B.1.05, and (ii) all reports, designs, certificates, and documents covered by the invoice. Payments are subject to the provisions of ORS 293.462.
- B.1.02 Reimbursable Expenses, as described in Section B.2, are defined as the direct costs expended by Consultant, Consultant's employees and Sub-consultants for performance of Services rendered to complete the Project. The estimated dollar amounts for each of the identified Reimbursable Expense items are as follows:

1	Travel Related Expenses	
2	General Reimbursable Expenses	
	Total	

It is understood that the actual total amount payable for each individual Reimbursable Expense item may be more or less than the estimate above, however, the total amount of all Reimbursable Expenses shall not exceed the maximum amount stated in Section B.1.01 for Reimbursable

Expenses without a Contract amendment. Payments for Reimbursable Expenses shall be identified and tracked on monthly invoices according to the expense items listed above.

- B.1.03 Consultant shall not submit invoices for, and Owner will not pay, any amount in excess of the maximum, not to exceed amount payable under this Contract set forth in Section B.1.01. If this amount is increased by Contract amendment, the amendment must be effective before Consultant performs Services subject to the amendment. Consultant shall notify Owner's Representative identified in this Contract in writing of the expiration of the Contract, thirty (30) days prior to such expiration. No payment will be made for any Services performed prior to the Effective Date or after the expiration date of the Contract.
- B.1.04 Consultant shall submit monthly invoices for Services performed. To be processed for payment by Owner, the invoices shall include the following basic information:
- a. The correct name of Owner's authorized representative
 - b. Invoice date
 - c. Date range during which the Services being invoiced for were provided
 - d. The last invoice submitted on the Project must be clearly labeled "Final Invoice"
 - e. Original Contract total, not to exceed amount broken out by: Basic Services, Supplemental Services released to date by line item, and Reimbursable Expenses separated by two categories of Travel Expenses and General Reimbursables
 - f. Statement of changes to the original total, not to exceed amount by amendment(s) and broken out in the same way as in item F, showing the revised Contract amounts
 - g. Paid to date amounts showing the amounts submitted for prior to the current invoice (regardless of payment status) and broken out the same way as in item F
 - h. Amounts being invoiced for in the current invoice and broken out the same way as in item F, with a roll up of a "Total Amount Billed For This Invoice" line item amount
 - i. Balances Remaining after receipt of payment for the current invoice broken out the same way as in item F

Consultant shall describe all Services performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed. Reimbursable Expenses shall be broken out into to line-item categories, 1) Travel Expenses and 2) General Reimbursable Expenses. Invoices for Basic Services under a specific Phase shall be for completed Basic Services only and shall indicate the percentage of the total Basic Services for that Phase that the amount invoiced represents. Invoice amounts for authorized fixed price Supplemental Services shall indicate the Supplemental Service, its contract reference number, the total amount of the fixed price Supplemental Service, and the total percentage and related dollar amount of the fixed price Supplemental Service completed by the end of the current invoice period, less the total dollar amount previously billed for, with the balance representing the total amount being currently billed for. Invoices for authorized Supplemental Services based on a not to exceed amount shall set forth the number of hours worked by Consultant's personnel on the identified Service, describe the Services performed by each such personnel in detail on a daily basis, and set forth the rate of compensation for each of such personnel as set forth in EXHIBIT F.

Consultant shall send invoices to Owner's Representative identified in this Contract, using the following address:

Marion County Public Works Department

**Attn: Shane Ottosen ~~Chris Einmo~~
5155 Silverton Road NE, Building 1
Salem, OR 97305**

Consultant shall not indicate or invoice for any past due amounts in the current invoice. All such notifications of a past due amount must be handled by a separate Statement of Account.

Owner shall have the right to reject any invoice which does not have the proper information as required by this section without incurring penalty liabilities for late payment.

- B.1.05 Owner and Consultant agree in accordance with the terms and conditions of this Contract that:
- a. If the scope of the Project or the Services are changed materially, Consultant shall request in writing an amendment to the Contract before additional Services are provided and before compensation is adjusted. All legally required approvals must be obtained for any Contract amendment before the amendment is effective and before Services may be performed or payment made under the amendment.
 - b. Consultant's fee for preparing routine change orders adding or deleting Services from the Project shall be included in the maximum not-to-exceed amount for Basic Services stated in Section B.1.03.
 - c. Upon Owner's request and without additional compensation, Consultant shall make such revisions to completed Contract Documents as are necessary to correct errors or omissions appearing therein, in accordance with the standard of care described in Section 2.1.1 of Consultant's Responsibilities; Representations and Warranties.

B.2 REIMBURSABLE EXPENSES

B.2.01 Reimbursable Expenses are in addition to compensation for Services and shall not exceed the maximum amount stated in Section B.1.03 without prior authorization by Owner. This amount is separated into two categories, Travel Expenses and General Reimbursable Expenses, as outlined below. Reimbursable Expenses include actual, allowable and reasonable expenditures made by Consultant and Consultant's employees in performing the Services required in Exhibit A. Reimbursable Expenses must be evidenced by copies of actual third-party invoices or receipts delivered to Owner to qualify for reimbursement and are limited to the types of actual expenses listed below.

- a. General Reimbursable Expenses consist of:
 - i. Long distance communications.
 - ii. Reproductions, postage and handling of drawings and specifications and other documents, excluding reproductions of drawings, specifications and other documents used by Consultant and Consultant's sub-consultants.
 - iii. Data processing and photographic production techniques when used in connection with Supplemental Services.
 - iv. Third-party models and mockups requested by Owner.
 - v. The printing of master or reproducible sets of plans and project manuals including specifications.
 - vi. Plan check fees.
- b. Travel Expenses:

All travel shall be allowed only when the travel is essential to the normal discharge of Consultant's responsibilities under the Contract. All travel shall be conducted in the most efficient and cost-effective manner resulting in the best value to the Owner. The travel must comply with all the requirements set forth in this section and must be for official Marion County business only. Personal expenses shall not be authorized at any time. All expenses are included in the total maximum Contract amount stated in Section B.1.01.

Current approved rates are as follows:

- i. Mileage. Mileage for travel in a private automobile, while Consultant is acting within the course and scope of his/her duties under this Contract and driving over the most direct and usually traveled route, will be reimbursed at the current IRS mileage rate. To qualify for mileage reimbursement, Consultant must hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by (i) the Oregon Financial Responsibility Law (ORS 806.060) or (ii) the jurisdiction in which the vehicle is being operated, whichever is greater. No mileage reimbursement will be paid for the use of motorcycles or mopeds.
- ii. Meals. Receipts are required for reimbursement.

Owner will not pay any mark up over actual allowable reimbursement costs. Any costs associated with recordkeeping or labor to create reproductions of receipts are considered indirect overhead and therefore part of Consultant's Professional Hourly Rates.

**MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT**

EXHIBIT C- INSURANCE PROVISIONS

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor’s expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

- Required by County Not required by County.
- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

iii. **CYBER LIABILITY.** Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

- Required by County Not required by County.
- \$2,000,000 Per occurrence limit for any single claimant; and
- \$5,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Information Technology Director and Risk Manager

iv. **COMMERCIAL GENERAL LIABILITY.** Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

- Required by County Not required by County.
- Minimum Limits:
- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

- \$500,000 Per occurrence limit for any single claimant
- \$1,000,000 Per occurrence limit for multiple claimant

v. AUTOMOBILE LIABILITY INSURANCE. Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

Required by County Not required by County.

Minimum Limits:

- Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- \$500,000 Per occurrence limit for any single claimant; and
- \$1,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

B. ADDITIONAL INSURED. The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.

CERTIFICATE(S) OF INSURANCE. Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

**MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT**

EXHIBIT D - SPECIAL CONTRACT PROVISIONS

D.1 RESPONSIBILITIES OF OWNER

D.1.01 Owner's Project budget shall include contingencies for design, bidding, changes in the Work during construction, and other costs described below.

D.1.02 Owner, at Owner's sole option, may retain an inspector to inspect the Project in order to protect Owner's interests. The costs of the inspector are to be paid by Owner and the inspector shall serve at the pleasure of Owner. When retained by Owner, the inspector's duties are not to be interpreted as conflicting with the duties of Consultant or relieving Consultant of any responsibility or duty incurred under this Contract, nor may the inspector act as Consultant's agent.

D.1.03 Owner shall be responsible for payment of all plan check fees, review fees, permit fees, taxes, development charges, or any other costs related to obtaining governing bodies' approval for construction of the Project.

D.2 PROJECT RESPONSIBILITIES

D.2.01 Consultant shall prepare a schedule of its activities through all phases of the Project. Consultant shall schedule and prepare agendas for all meetings which involve Consultant's Services. Consultant shall chair such meetings and shall record and distribute minutes, in a format and level of detail acceptable to Owner, of decisions and actions to attendees.

D.2.02 Consultant shall confirm firsthand, through site investigations of the observable circumstances and existing conditions, the critical issues that may impact design criteria and shall not rely solely on furnished As Built documents. Consultant shall practice the standard of care in use of the combination of As Built drawings and field data collection which, if used solely for the design process without confirmation, create conflicts on site.

**MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT**

EXHIBIT E - CRITICAL DATE SCHEDULE

Schedule of Deliverables

PHASE 1 – GENERAL ENGINEERING SERVICES	
Task 100 – Project Management	Monthly
Task 101 – Public Outreach and Land Use	
Task 102 – Land Acquisition and Relocation Services	
Task 103 – Financial Consultant Services	18 months from NTP
PHASE 2 – BROOKS-HOPMERE WASTEWATER IMPROVEMENT PROJECT	
200 - BROOKS – HOPMERE WASTEWATER STUDY	
Task 200.1 – Project Management	
Task 200.2 – Data Acquisition & Facility Tours	1 month from NTP
Task 200.3 – Project Planning	1 month from NTP
Task 200.4 – Existing Facilities Evaluation	2 months from NTP
Task 200.5 – Need for System Improvements	
Task 200.6 – Collection System Alternatives Evaluation	5 months from NTP
Task 200.7 – Treatment Plant Alternatives Evaluation	5 months from NTP
Task 200.8 – Proposed Projects (Recommended Alternatives)	6 months from NTP
Task 200.9 – Draft and Final WWFPS	8 months from NTP
PHASE 3 – BROOKS-HOPMERE DRINKING WATER IMPROVEMENT PROJECT	
300 - BROOKS – HOPMERE WATER STUDY	
Task 300.1 – Project Management	
Task 300.2 – Data Acquisition & Facility Tours	1 month from NTP
Task 300.3 – Project Planning	1 month from NTP
Task 300.4 – Existing Facilities Evaluation	2 months from NTP
Task 300.5 – Need for System Improvements	
Task 300.6 – Storage Alternatives	4 months from NTP
Task 300.7 – Distribution System Recommendations	4 months from NTP
Task 300.8 – Community Well Evaluation	4 months from NTP
Task 300.9 – Connecting to Neighboring System	4 months from NTP
Task 300.10 – Recommendations	6 months from NTP
Task 300.11 – Draft and Final Water Feasibility Study	8 months from NTP

301 - BROOKS – HOPMERE WATER PRELIMINARY ENGINEERING	
Task 301.1 – Project Management	
Task 301.2 – Topographical Survey	6 weeks from Amendment 1 NTP
Task 301.3 – Preliminary Engineering Report	
Task 301.4 – Geotechnical Investigation	6 weeks from Amendment 1 NTP
Task 301.5 – 50% Design	
302 - BROOKS – HOPMERE WELL WATER RIGHTS	
Task 302.1 – Preliminary Assessment of Water Rights and Wells	12 months from Amendment 3 NTP
Task 302.2 – On-Call Services for Well Siting/Water Rights Transfer Feasibility (Additional Sites)	
Task 302.3 – Fees and Direct Expenses	
303 - BROOKS – HOPMERE FINAL DESIGN	
Task 303.1 – Project Management	5 months from Amendment 5 NTP
Task 303.2 – 90% and 100% Design	5 months from Amendment 5 NTP
Task 303.3 – Bidding Support	
304 - BROOKS – HOPMERE CONSTRUCTION SERVICES CE&I	
Task 304.1 – Construction <u>Administration</u> Services	<u>14 months from Amendment 5 NTP</u>
Task 304.2 - Project Management	<u>14 months from Amendment 5 NTP</u>
Task 304.3 - Construction Observation Services	<u>14 months from Amendment 5 NTP</u>
Task 304.4 - Site Visit Fees and Direct Expenses	<u>14 months from Amendment 5 NTP</u>
Task 304.5 - SCADA and Integration	
Task 304.6 - SCADA Contingency/Additional Services	
Task 304.7 - Power Systems Study	
Task 304.8 - Geotechnical Construction Observation Services	<u>14 months from Amendment 5 NTP</u>
Task 304.9 - Geotechnical Construction Contingency	<u>14 months from Amendment 5 NTP</u>
Task 304.10 - Project Closeout	<u>14 months from Amendment 5 NTP</u>

**MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT**

EXHIBIT F - RATE SCHEDULE

Keller Associates	Hourly Rate*
Project Engineer I	\$137 <u>\$140</u>
Project Engineer II	\$180 <u>\$190</u>
Project Engineer III	\$260 <u>\$280</u>
Project Manager I/II	\$189 <u>\$190</u>
Project Manager III	\$260 <u>\$280</u>
Structural Engineer I/II	\$180 <u>\$190</u>
Structural Engineer III	\$260 <u>\$280</u>
Chief Engineer / Chief Structural Engineer	\$325 <u>\$335</u>
CAD I/II	\$137
CAD III	\$175 <u>\$190</u>
CAD Manager	\$200 <u>\$210</u>
Electrical Controls I/II	\$180 <u>\$190</u>
Electrical Controls III	\$260 <u>\$280</u>
Principal	\$335 <u>\$345</u>
Surveyor I/II	\$158 <u>\$160</u>
Surveyor III	\$194 <u>\$200</u>
Field Representative	\$175 <u>\$190</u>
Engineering Student	\$85 <u>\$90</u>
Administration I	\$95
Administration II	\$131 <u>\$135</u>

**Rates reported are for 2025 2026. Rates updated annually in January.
Reimbursable Expenses at Cost x 1.05*

SUB-CONSULTANT RATE SCHEDULE**	
Land Acquisition and Relocation	Maximum Hourly Rate*
Principal	\$332
Project Manager	\$163
Project Control Specialist	\$121

Financial Analysis	Maximum Hourly Rate*
Principal	\$295 <u>\$330</u>
Project Manager	\$220 <u>\$255</u>
Staff Analyst <u>Consultants</u>	\$155 <u>\$210</u>
<u>Public Relations</u>	<u>\$190</u>
<u>Technical Writer/Graphic Artist</u>	<u>\$165</u>
Administration <u>Administrative Support</u>	\$95 <u>\$115</u>
Land Use & Planning	Maximum Hourly Rate*
Principal in Charge	\$215 <u>\$224</u>
Project Manager	\$241 <u>\$250</u>
Planner	\$147 <u>\$153</u>
Project Associate	\$115 <u>\$120</u>
Project Admin/Assistant	\$105 <u>\$109</u>
Hydrogeologist	Maximum Hourly Rate*
<u>Principal II</u>	\$280 <u>\$290</u>
<u>Principal I</u>	<u>\$270</u>
Supervisor <u>Senior Managing II</u>	\$235 <u>\$250</u>
<u>Senior Managing I</u>	<u>\$225</u>
Manager <u>Managing II</u>	\$200 <u>\$215</u>
<u>Managing I</u>	<u>\$205</u>
Consultant <u>Senior Project II</u>	\$185 <u>\$195</u>
Senior Project II	<u>\$185</u>
Project II	<u>\$180</u>
Project I	<u>\$170</u>
Staff Geologist <u>Staff II</u>	\$150 <u>\$160</u>
<u>Staff I</u>	<u>\$145</u>
GIS/Graphics/Database	\$175 <u>\$185</u>
Editor/Documents	\$145 <u>\$155</u>
Project Admin <u>Administration</u>	\$120 <u>\$125</u>

Surveying	Maximum Hourly Rate*
PLS Office Technician	\$160
One Person Field Crew	\$170
Project Surveyor	\$170
Two Person Field Crew	\$190
Survey Technician	\$140

Geotechnical	Maximum Hourly Rate*
Senior Principal	\$284 -\$300
Principal Engineer	\$265 -\$280
Principal Engineering Geologist	\$238 -\$266
Senior Associate Engineer	\$227 -\$255
Associate Engineer	\$217 -\$250
Project Manager II	\$215 -\$245
Project Manager I	\$198 -\$236
Engineering/Geological Staff III	\$159 -\$180
Engineering/Geological Staff II	\$154 -\$162
Engineering/Geological Staff I	\$111 -\$147
Senior Technician	\$127 -\$143
Field Technician II	\$117 -\$133
Field Technician I	\$101 -\$108
Senior Administrative Assistant	\$106 -\$118
Administrative Assistant	\$102 -\$107
Office Support	\$90 -\$102

EQUIPMENT/OTHER SERVICES		
Falling Weight Deflectometer	Daily	\$2,450 -\$2,850
Ground Penetrating Radar, Vehicle Mounted	Daily	\$1,750 -\$1,960
Global Positioning System (Differential)	Daily	\$125 -\$135
Dynamic Cone Penetrometer	Daily	\$120 -\$145

Hand Auger	Daily	\$38- \$42
Drone Flight Services	Hourly	\$245- \$260
Drone Hardware & Flight Fee	Daily	\$160- \$185
Nuclear Densometer	Daily	\$85- \$94
Lab: #200 Wash	Each	\$140- \$150
Lab: Atterberg Limits	Each	\$250- \$270
Lab: In-Situ Dry Density and Moisture Content	Each	\$55- \$57
Lab: Moisture Content	Each	\$40- \$47
Lab: Proctor Moisture-Density	Each	\$380- \$405
Lab: Sieve Analysis 3/4 inch to 2-inch Max	Each	\$380
Lab: Sieve Analysis <3/4 inch Max	Each	\$330
Lab: Sieve Analysis > 2-inch Max	Each	\$560
<u>Lab: Sieve Analysis: 1 1/2 -inch max</u>	<u>Each</u>	<u>\$340</u>
Lab: Soil Classification	Each	\$45
Lab: Consolidation (Two Rebounds)	Each	\$750- \$815
<u>Lab: sample Preparation/Management Time</u>	<u>Hourly</u>	<u>\$132</u>
Lab: Coarse Aggregate Specific Gravity	Each	\$155- \$80
<u>Lab: Soil-Cement Unconfined Compressive</u>	<u>Each</u>	<u>\$130</u>
Specialty Software	Each	\$250- \$260
<u>Vehicle Usage per mile</u>	<u>Mile</u>	<u>IRS millage rate</u>

**Rates reported are for 2025 2026. Rates updated annually.*

***Sub-consultant Reimbursement Expense and Direct Labor at Cost x 1.10.*

**MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT**

EXHIBIT E - ASSUMPTIONS AND EXCLUSIONS

- Consultant shall be entitled to rely on the accuracy and completeness of the information provided by Owner, Owner's consultants and Contractors, information from public records, and information ordinarily or customarily furnished by others, including, but not limited to specialty Contractors, manufacturers, suppliers, and publishers of technical standards. This assumption applies to this task and subsequent tasks.
- Planning criteria will not be changed once established. Changing planning criteria may result in rework which can be completed as an additional service.
- Consultant's opinions of probable cost represent Consultant's judgment as an experienced and qualified design professional. Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Owner's and other contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable cost prepared by the Consultant.

**SIGNATURE PAGE FOR
ARPA – BROOKS-HOPMERE DRINKING WATER IMPROVEMENT
AND WASTEWATER PROJECT – PW-5182-22**

**Between
MARION COUNTY and KELLER ASSOCIATES, INC.**

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

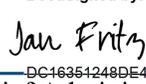
**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature:  2/10/2026
DocuSigned by: 9793BA7ACD6B443...
Department Director or designee Date

Authorized Signature:  2/10/2026
DocuSigned by: DC16351248DE4EC...
Chief Administrative Officer Date

Reviewed by Signature:  2/10/2026
Signed by: 60C98A6F700240B...
Marion County Legal Counsel Date

Reviewed by Signature:  2/10/2026
DocuSigned by: A3538E7AEG704F4...
Marion County Contracts & Procurement Date

KELLER ASSOCIATES, INC. SIGNATURE

Authorized Signature: _____
Date

Title: _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 03/04/2026

Department: Public Works

Title: State St: 4106 State St to 46th Ave- Amendment 01 to Supplemental Project Agreement No. 35121 and Resolution of Condemnation

Management Update/Work Session Date: 02/3/2026 Audio/Visual aids

Time Required: 5 minutes Contact: Shane Ottosen Phone: 503-365-3104

Requested Action: Approve Amendment No. 01 to Supplemental Project Agreement No. 35121 between ODOT and Marion County and adopt a Resolution of Condemnation (Resolution of Need) for the State Street: 4106 State Street to 46th Ave project, increasing federal funds by \$6,249,999.58, from \$717,840.00 to \$6,967,839.58.

Issue, Description & Background: In October of 2021, the Board of Commissioners signed Supplemental Project Agreement No. 35121 with ODOT for a federal grant to provide preliminary engineering and right-of-way phases for the first-phase of improvements on State Street NE from 4106 State Street to 46th Avenue.

Amendment No. 01 increases the total estimated Project cost from \$800,000.00 to \$9,061,672.00 and increases the total federal funding amount for the Project from \$717,840.00 to \$6,967,839.58 to include the construction phase of the project. This amendment also includes the Resolution of Condemnation, which is required by ODOT prior to the commencement of right-of-way negotiations. No condemnation proceedings are anticipated at this time.

Financial Impacts: The total project cost is \$9,061,672.00 of which \$6,967,839.58 is paid with federal funds. Marion County is providing the matching funds through a combination of staff time donation and cash match.

Impacts to Department & External Agencies: Entering into this agreement does not directly impact any other Marion County departments. The project will benefit the public at large by providing needed roadway facilities in a very busy neighborhood and school area.

List of attachments: Amendment 01 to Supplemental Project Agreement No. 35121 and Resolution of Condemnation with attached right-of-way exhibit

Presenter: Ryan Crowther

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas Date: 2026.01.21 07:05:11 -08'00'

Contract Review Sheet

Intergovernmental Agreement

PW-4391-21 - Am1

Title: ODOT 35121 - State Street: 4106 State Street to 46th Avenue improvements P.E and ROW funds

Contractor's Name: Oregon Department of Transportation

Department: Public Works Department

Contact: Janet Wilson

Analyst: Kathleen George

Phone #: (503) 566-4139

Term - Date From: Execution

Expires: November 18, 2031

Original Contract Amount: \$ 717,840.00

Previous Amendments Amount: \$ -

Current Amendment: \$ 6,249,999.58

New Contract Total: \$ 6,967,839.58

Amd% 871%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 50-0010 General Exemptions (IGAs and QRFs)

Description of Services or Grant Award

Intergovernmental Agreement with ODOT for the provision of federal funds for the PE and ROW phases of the State St: 4106 State St. to 46th Ave. improvement project. The total estimated cost for the preliminary and right of way phases is \$800,000 of which \$717,840 will be paid for with federal funds. Marion County will provide the required matching funds. SKATS (Salem-Keizer Area Transportation Study) has committed to programming the construction phase funds in the upcoming 2024-2027 STIP (Statewide Transportation Improvement Program) cycle.

Amendment 1 amends the agreement to include right of way (ROW) services, updates language, and includes the Construction phase and associated funding for the Construction phase. The amended total estimated cost for the preliminary and right of way phases is \$9,061,672 of which \$6,967,839.58 will be paid for with federal funds. Marion County will provide the required matching funds.

Desired BOC Session Date: 3/4/2026

Contract should be in DocuSign by: 2/11/2026

Agenda Planning Date: 2/19/2026

Printed packets due in Finance: 2/17/2026

Management Update: 2/17/2026

BOC upload / Board Session email: 2/18/2026

BOC Session Presenter(s) Ryan Crowther

Code: Y

REQUIRED APPROVALS

DocuSigned by:

A9580E7AE6704F4...
2/10/2026
Date

Signed by:

68C99A6F700240D...
2/10/2026
Date

Legal Counsel

DocuSigned by:

47A7913210E34EA...
2/11/2026
Date

Contract Specialist

DocuSigned by:

DC16351248DE4EC...
2/10/2026
Date

Chief Administrative Officer

AMENDMENT NUMBER 01
LOCAL AGENCY CERTIFICATION PROGRAM
Supplemental Project Agreement

Project Name: State Street: 4106 State Street to 46th Avenue
Marion County

This is Amendment No. 01 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and **MARION COUNTY**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into on November 18, 2021.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to include right of way services by attaching Exhibit C, update language, and include the Construction phase and associated funding for the Construction phase.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment to Agreement.**

a. **Exhibit B shall be deleted in its entirety and replaced with the attached Revised Exhibit B. All references to "Exhibit B" shall hereinafter be referred to as "Revised Exhibit B." The requirement to comply with the terms and conditions of Revised Exhibit B shall be effective upon execution of this Amendment.**

b. **TERMS OF AGREEMENT, Paragraphs 1, 2, and 3, Page 2, which read:**

1. Under such authority, State and Agency agree to Agency delivering the Preliminary Engineering and Right of Way phases for the future construction of the State Street: 4106 State Street to 46th Avenue project, hereinafter referred to as "Project." Project includes the Preliminary Engineering and Right of Way phases for the future construction of a center turn lane, bike lanes and sidewalks to improve pedestrian safety. The location of the Project is shown on the sketch map attached hereto, marked "Exhibit A," and by this reference made a part hereof.

2. The total Project cost for the Preliminary Engineering and Right of Way phases is estimated at \$800,000, which is subject to change. Federal funds for these Project phases shall be limited to \$717,840. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal or state funds, and the 10.27 percent match for all eligible costs. Any unused federal or state funds obligated to this Project will not be paid out by State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and

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any other funds. Agency will report the final cost of each phase of the Project at the completion of each phase, as well as the Total Project Cost at the end of the Project if Agreement is amended to include the Construction phase of the Project, to the ODOT Regional Local Agency Liaison.

3. Parties also anticipate Agency delivering the Construction phase of the Project. Upon full funding and the addition of the Construction phase to the Project in the Statewide Transportation Improvement Program (STIP), this Agreement will be amended to include Construction phase work, and add the Construction phase costs. If the Parties do not amend this Agreement to add Construction phase work, the construction and maintenance provisions in this Agreement will not apply.

Shall be deleted in its entirety and replaced with the following:

1. Under such authority, State and Agency agree to delivering the State Street: 4106 State Street to 46th Avenue project, hereinafter referred to as "Project." Project includes the Preliminary Engineering, Right of Way and Construction phases for the construction of a center turn lane, bike lanes and sidewalks to improve pedestrian safety. The location of the Project is shown on the sketch map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
2. The total Project cost is estimated at \$9,061,672.00 which is subject to change. Federal funds for these Project phases shall be limited to \$6,967,839.58. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal or state funds, and the 10.27 percent match for all eligible costs. Any unused federal or state funds obligated to this Project will not be paid out by State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds. Agency will report the final cost of each phase of the Project at the completion of each phase, as well as the Total Project Cost at the end of the Project to the ODOT Regional Local Agency Liaison.
3. RESERVED

c. TERMS OF AGREEMENT, Paragraph 16, Page 4, which reads:

16. RESERVED.

Shall be deleted in its entirety and replaced with the following:

16. Right of Way:

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- a. All construction projects must have right of way co-certification coordinated through ODOT to declare compliance and project readiness for construction, including projects where no federal funds were used for right of way, but where federal funds were used for any other project phase. ODOT will, as a cost to the Project, coordinate co-certification of the right of way and provide oversight and monitoring as applicable to the Project.
- b. For the Project, which includes acquisition of right of way or has the potential of requiring right of way, Agency shall:
 - i. Comply with ODOT-established policies, procedures, and guidance set forth in the LAG Manual and the ODOT Right of Way Manual for acquisition of right of way in federal-aid projects.
 - ii. Conform to the Right of Way Services requirements in Exhibit C—Standard Provisions: Right of Way Services, attached hereto and by this reference made a part hereof.
- c. Right of Way Special Provisions. Exhibit C sets forth the responsibilities and activities to be accomplished by each Party, except as modified by the following Project special provisions:
 - i. ODOT Performing Services as a Consultant: In accordance with Section A, paragraph 8 of Exhibit C, the Parties agree ODOT will perform the following services for Certified Agency as a consultant for the Project:
 - The appraisal services identified in Section B, paragraph 2.c. of Exhibit C.
 - ii. Transfer of Right of Way: Not applicable.
- d. **TERMS OF AGREEMENT, Paragraph 20, Page 4, which reads:**
 20. By signing this Agreement, Agency agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act (FFATA) and is subject to the following award terms:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
If, in the preceding fiscal year, Agency received more than 80 percent (80%) of its gross revenues from the federal government, those federal funds exceed \$25,000,000 annually, and the public does not have access to information about the compensation of executives through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986, Agency shall report the total compensation and names of its top five executives to State. Agency shall report said information to State within 14 calendar days of execution of this

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Agreement and annually thereafter, utilizing the FFATA form attached hereto and marked as "Exhibit B."

Shall be deleted in its entirety and replaced with the following:

20. Agency agrees to provide to ODOT the subaward reporting information required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109–282), as amended by section 6202 of Public Law 110–252 ("Federal Transparency Act") in accordance with "Revised Exhibit B – Federal Transparency Act Subaward Reporting," attached hereto and by this reference made a part hereof. See **CFR Appendix A to Part 170, Title 2.**

a. Agency's Unique Entity Identifier is: FUAKHMJE2437

b. Agency is not required to report executive compensation information per Federal Transparency Act in accordance with Revised Exhibit B.

e. TERMS OF AGREEMENT, Paragraph 34, Page 9, which reads:

34. This Agreement, the Local Agency Certification Program (Certification Program) Agreement No. 30634, as amended, and all attached exhibits constitutes the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached exhibits will control over Project application and documents provided by Agency to State. 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 either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State or Agency to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. Notwithstanding this provision, the Parties may enter into a Right of Way Services Agreement in furtherance of the Project.

Shall be deleted in its entirety and replaced with the following:

34. This Agreement, the Local Agency Certification Program (Certification Program) Agreement No. 30634, as amended, and all attached exhibits constitutes the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached exhibits will control over Project application and documents provided by Agency to State. 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 either party unless in writing and signed by both Parties and all necessary

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approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State or Agency to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

f. TERMS OF AGREEMENT, Paragraph 35, Page 9, which reads:

35.State's Regional Local Agency Liaison for this Agreement is Andrew Blair, Transportation Project Manager, 455 Airport Road SE, Building B, Salem, Oregon 97301; telephone: (503) 986-2681; email: andrew.blair@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

Shall be deleted in its entirety and replaced with the following:

35.State's Regional Local Agency Liaison for this Agreement is Valerie Greenway, Senior Transportation Project Manager, 455 Airport Road SE, Building B, Salem, Oregon 97301; telephone: (971) 304-5021; email: valerie.greenway@odot.oregon.gov, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.
5. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

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This Project is in the 2024-2027 Statewide Transportation Improvement Program (STIP), (Key #**21895**) that was adopted by the Oregon Transportation Commission on July 13, 2023 (or subsequently by amendment to the STIP).

Signature Page Follows

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MARION COUNTY, by and through its
elected officials

By _____
Commissioner

By _____
Commissioner

By _____
Commissioner

Date _____

APPROVAL RECOMMENDED

By *Brian Nicholas* 2/10/2026
DocuSigned by: 9793BA7ACB6D443...
Director of Public Works Date

By *Jan Fritz* 2/10/2026
DocuSigned by: DC16351248DE456...
Chief Administrative Officer Date

APPROVED AS TO FORM

By *[Signature]* 2/10/2026
DocuSigned by: A3538E7AEC704F4...
Marion County Contracts Date

By *Scott Norris* 2/10/2026
Signed by: 6DC98A6F708240B...
Marion County Legal Counsel Date

Agency Contact:

Shane Ottosen Jr., PE., LSI
Project Manager
Marion County Public Works -
Engineering Division
5155 Silverton Rd NE
Salem OR 97305
503-365-3104
sottosen@co.marion.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Region 2 Manager

Date _____

APPROVAL RECOMMENDED

By _____
State Right of Way Manager

Date _____

By _____
Region 2 Right of Way Manager

Date _____

By _____
Certification Program Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By Serena Hewitt, via email
Assistant Attorney General

Date 12/16/2025, email retained in file

State Contact:

Valerie Greenway Senior Transportation
Project Manager
ODOT Region 2
455 Airport Road SE, Building B
Salem Oregon 97301-5395
971-304-5021
Valerie.greenway@odot.oregon.gov

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Revised Exhibit B Federal Transparency Act Subaward Reporting

Agency agrees to comply with the following provisions in this Exhibit B. For purposes of this Exhibit B, references to “your organization” mean “Agency” and references to “project agreement” mean “Supplemental Project Agreement.”

A. Background: To fulfill its obligations under the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109–282), as amended by section 6202 of Public Law 110–252 (“Federal Transparency Act”), the Oregon Department of Transportation (ODOT) must report subawards (also known as subrecipient awards) and, when applicable, information about a subrecipient’s highly compensated executives to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). Federal Transparency Act reporting is required for each subaward that equals or exceeds thirty thousand dollars (\$30,000) in federal funds.

The Federal Transparency Act requires information on federal awards (federal financial assistance and expenditures) be made publicly available on a single, searchable website: <https://www.usaspending.gov/>. More information about the Federal Transparency Act is available at <https://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>, [CFR Appendix A to Part 170, Title 2](#), and the FSRS website <https://www.fsr.gov/>.

B. Unique Entity Identifier: Prior to execution of the project agreement, your organization shall provide to ODOT the federal Unique Entity Identifier (UEI) applicable to the project so that ODOT may include the UEI in its reports to FSRS. Effective April 4, 2022, the UEI is the primary means of identifying entities registered for federal awards in the System for Award Management (SAM) at <https://www.sam.gov>. If your entity is already registered in SAM, it has been assigned a UEI. The Federal Service Desk has [posted instructions for finding the UEI in SAM](#).

C. Executive compensation: Prior to execution of the project agreement, your organization shall determine and provide to ODOT information on whether your organization’s executive compensation information must be reported under the Federal Transparency Act, based on the following criteria:

1. In your organization’s previous fiscal year, did your organization receive eighty percent (80%) or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Federal Transparency Act, as defined in [2 CFR 170.320](#) (and subawards), and twenty five million dollars (\$25,000,000) or more in federal procurement contracts (and subcontracts) and federal financial assistance subject to the Federal Transparency Act, as defined in 2 CFR 170.320 (and subawards)? (Include parent organization, all branches, and all affiliates worldwide in determining annual gross revenues.)
 - If “yes,” proceed to question 2.

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- If “no,” reporting executive compensation to ODOT will not be required.
2. Does the public have access to information about the compensation of the senior executives in your organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986? (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)
- If “yes,” reporting executive compensation to ODOT will not be required.
 - If “no,” within fourteen (14) calendar days of execution of this Amendment and annually thereafter, your organization shall report the names and total compensation for each of your organization’s five most highly compensated executives for the preceding completed fiscal year by completing the following online form:

Federal Transparency Subaward Report:
<https://forms.office.com/g/WNVpUFmdki>.

(Total compensation means the cash and noncash dollar value earned by the executive during your organization’s preceding fiscal year. For more information on the compensation information required see [17 CFR 229.402\(c\)\(2\)](#).)

D. Subrecipient information to be provided to ODOT: By signing the project agreement with ODOT, your organization certifies it has reviewed and confirmed that the following subrecipient information included in the project agreement is true and accurate at the time of execution:

- Your organization’s UEI.
- Whether your organization is required to report executive compensation to comply with the Federal Transparency Act.

E. Technical assistance: If you have any questions about this exhibit, email the ODOT Federal Funding Manager at: ODOTFederalFunding@odot.oregon.gov.

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EXHIBIT C
Standard Provisions: Right of Way Services

Agency (referred to in this exhibit as “Certified Agency”) agrees to comply with the provisions listed in this Exhibit C, except as otherwise modified by the Supplemental Project Agreement to which this Exhibit C is attached. References to “project” in this Exhibit C refer to the defined “Project” identified in the Supplemental Project Agreement.

A. RIGHT OF WAY SERVICES

1. The Parties agree to the performance of the Right of Way Services (“Services”) as specified in the Supplemental Project Agreement to which this Exhibit is attached.
2. The Parties agree to strictly follow the rules, policies, and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), 42 USC Chapter 61, as amended and implemented through Title 49 CFR 24, ORS Chapter 35, 23 USC Chapter 1 as implemented through Title 23 CFR 710 relating to acquisition of real property for federal-aid highway projects, and the ODOT Right of Way Manual, located at <https://www.oregon.gov/ODOT/ROW/Documents/ROW-Manual.pdf> and incorporated herein by this reference. Each Party shall require its contractors and subcontractors, if any, to comply with these provisions.
3. The Parties agree that Services performed on the project shall be provided in accordance with an approved project-specific “Staffing Plan” as described in Paragraph A.7.
4. **Funding:**
 - a. Certified Agency shall prepare a programming cost estimate for the right of way phase and submit it to ODOT for approval.
 - b. Certified Agency shall request federal right of way funding authorization through the ODOT Project Contact and must receive from ODOT a written authorization to proceed prior to beginning Services.
 - c. Certified Agency shall pay its share of the actual cost of ODOT’s oversight and other Services in accordance with Terms of Agreement, Paragraphs 5 and 6 of this Supplemental Project Agreement.
5. **ODOT Roles and Responsibilities:** ODOT, at project expense, will:
 - a. Provide oversight of the Services performed for the project.
 - b. Request the obligation of project funding from FHWA based on the approved programming cost estimate identified in Paragraph 4.a.

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- c. Coordinate co-certification of the right of way.
 - d. Prepare cost estimates for such oversight, obligation, and coordination work following the process specified in Terms of Agreement, Paragraph 5 of this Supplemental Project Agreement.
 - e. Perform any Services assigned to ODOT in this Supplemental Project Agreement.
6. **Certified Agency use of Qualified Individuals to Perform Services:**
- a. In performing Services under this Supplemental Project Agreement, Certified Agency shall utilize “Qualified Individuals” from Certified Agency’s staff, another local public agency’s staff, or consultant’s staff who meet the qualifications described in Chapter 10 - Local Public Agency Program Oversight of the ODOT Right of Way Manual and as approved by the ODOT Right of Way Section. Certified Agency may also request ODOT staff to perform Services, which must be further described in this Supplemental Project Agreement. (See “Staffing Plan” requirements in Paragraph A.7.)
 - b. Certified Agency may perform needed appraisal Services by utilizing appraiser services procured by Certified Agency from ODOT’s Qualified Appraiser List, located online at:
https://www.oregon.gov/ODOT/ROW/Documents/Appraisal_Qualified-Consultant-List.pdf.
 - c. Certified Agency may perform other right of way related Services as needed by utilizing right of way consultants that meet the requirements of Paragraph 6.a. above.
 - d. Certified Agency shall procure any consultant services according to the ODOT Certification Program’s consultant selection requirements and [LPA A&E Requirements Guide](#) and shall use ODOT’s standard [A&E contract template for LPAs](#), which may be modified to include ODOT-approved provisions required by Agency.
7. **Staffing Plan:** Prior to performing Services described in Section B below, Certified Agency shall prepare a project-specific Staffing Plan and submit it to ODOT for review and approval by the ODOT Right of Way Section. The Staffing Plan must detail the Services to be performed by Qualified Individuals. Certified Agency shall submit Staffing Plan updates to ODOT for approval as needed throughout the project to ensure all project Services are performed by Qualified Individuals.
8. **ODOT Performing Services as a Consultant:** The Parties agree this Paragraph 8 applies only when Terms of Agreement, Paragraph 16 of this Supplemental Project Agreement provides that ODOT will perform Services for Certified

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Agency as a consultant on a project. Under such circumstances, the Parties agree:

- a. Certified Agency is responsible for delivering the project under the authority of the Local Agency Certification Program Agreement and this Supplemental Project Agreement; and ODOT will perform Services as a consultant for Certified Agency.
 - b. The Local Agency Certification Program Agreement and this Supplemental Project Agreement for the project are sufficient for Certified Agency to contract ODOT to perform Services. The Parties need not enter into a separate agreement for performance of Services.
 - c. Any consultant Services to be performed by ODOT are detailed in the right of way special provisions under Terms of Agreement, Paragraph 16 of this Supplemental Project Agreement.
 - d. In accordance with the funding provisions in this Supplemental Project Agreement, ODOT will provide estimates for the costs of its consultant Services, which are a subset of the Total Project Costs identified in this Supplemental Project Agreement. Services performed by ODOT as a consultant shall be invoiced and reimbursed at actual cost to the project according to this Supplemental Project Agreement.
9. **Previously Donated or Acquired Property:** Property previously donated to or acquired by Certified Agency prior to right of way funding authorization may be incorporated into the Project's right of way only after review and approval by ODOT and FHWA. Certified Agency shall submit such requests in writing on a form to be provided by the ODOT Program and Funding Services Manager, who will coordinate ODOT's and FHWA's approval.
10. **Disposition of Real Property:** Certified Agency agrees that if any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall comply with 2 CFR 200.311 and 23 CFR 710. The disposition of such property may be subject to ODOT and FHWA approval, and reimbursement to ODOT and FHWA of the required proportionate shares of the fair market value may be required. In any instrument transferring rights to such property, including deeds, easements, and leases, Certified Agency shall include applicable nondiscrimination assurances required by Title VI of the Civil Rights Act of 1964, 42 USC 2000d *et seq.*, 49 CFR Part 21, and 28 CFR 50.3, as amended. See US Department of Transportation guidance document number DOT 1050.2A for additional information related to applicable assurances.
11. **Monumentation:** Certified Agency shall ensure that all project right of way monumentation is conducted in conformance with ORS 209.155.

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B. CERTIFIED AGENCY ROLE AND RESPONSIBILITIES

1. **Preliminary Phase:** Certified Agency is responsible for the performance of Services set out in this Section B.1 during the preliminary right of way phase of the project. Costs incurred for Services listed under this Section B.1 shall be charged as preliminary engineering expenditures.
 - a. **Preliminary Phase Services:** Certified Agency shall provide the following preliminary phase Services:
 - i. Prepare preliminary cost estimates.
 - ii. Make preliminary contacts with property owners.
 - iii. Gather and prepare data for environmental documents.
 - iv. Develop access and approach road list.
 - v. Prepare field location and project data as defined in this Supplemental Project Agreement.
 - b. **Title:** Certified Agency shall provide title Services on the project as follows:
 - i. Prepare preliminary title reports, if ODOT determines they are needed, before negotiations for acquisition commence.
 - ii. Specify the degree of rights to be acquired (e.g., fee, easement), which must be determined in accordance with the current ODOT Right of Way Manual.
 - c. **Legal Descriptions:** Certified Agency shall provide property legal description Services as follows:
 - i. Prepare sufficient horizontal control, recovery, and retracement surveys; vesting deeds; maps; and other data so that legal descriptions can be written.
 - ii. Prepare project construction plans and cross-section information.
 - iii. Write legal descriptions and prepare right of way maps.
 - A. If Certified Agency acquires right of way along or adjacent to a state highway, property descriptions and right of way maps shall be prepared in accordance with the current ODOT Right of Way Engineering Manual, incorporated herein by reference. Preliminary and final versions of the property descriptions and right of way maps must be reviewed and approved by ODOT.

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- B. The ODOT Right of Way Engineering Manual is available at:
<https://www.oregon.gov/odot/ETA/Pages/ROW-Engineering.aspx>
- d. **Hazmat:** Certified Agency shall provide the following Services regarding possible hazardous materials on the project site:
- i. Conduct a Level 1 Initial Site Assessment, consistent with ODOT Guidance, within project limits to detect the presence of hazardous materials on any property purchase, excavation, or disturbance of structures, as early in the project design as possible, but at a minimum, prior to property acquisition or approved design.
 - ii. If the Level 1 Initial Site Assessment indicates the potential presence of contamination that could impact the properties, conduct a Level 2 Preliminary Site Investigation of sufficient scope to confirm the presence of contamination, determine impacts to properties, and develop special provisions and cost estimates. The investigation shall be conducted according to the current ODOT Hazmat Program Manual, incorporated herein by reference, and applicable requirements of the Oregon Department of Environmental Quality. The ODOT Hazmat Program Manual is available at:
<https://www.oregon.gov/odot/GeoEnvironmental/Pages/Hazmat-Manual.aspx>
 - iii. If contamination is found as a result of the Level 2 Preliminary Site Investigation, promptly disclose the severity and extent of contamination to ODOT and present a recommendation for remediation to ODOT as set forth in ODOT's Right of Way Manual Section 6.330.
 - iv. Attempt to have the property owner undertake any necessary remediation at the property owner's expense. Other options are set forth in ODOT's Right of Way Manual section 6.330. If Certified Agency undertakes any remediation on the site, Certified Agency will be solely responsible for any liability that may arise from such remediation.
2. **Right of Way Phase:** Certified Agency is responsible for the performance of Services outlined in this Section B.2 during the acquisition right of way phase of the project as identified below, except as modified by the right of way special provisions of this Supplemental Project Agreement. Costs incurred for Services listed under this Section B.2 must be charged as right of way phase expenditures.
- a. **Right of Way Acquisition:**
- i. Right of Way Acquisition is the process of obtaining property necessary for the project, from negotiation to possession of the property, using various sub-processes, including, but not limited to, appraisal, negotiation,

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- condemnation, relocation, title closing, and project-related property management.
- ii. When performing Services, Certified Agency shall provide ODOT with a quarterly status update regarding acquisition of project right of way.
 - iii. Fee Title to properties acquired must be in the full legal name of Certified Agency, unless otherwise provided in the right of way special provisions of this Supplemental Project Agreement and agreed to by FHWA.
 - iv. Certified Agency shall adopt a resolution of intention and determination of necessity, prior to the initiation of negotiations, in accordance with ORS 35.235 and ORS 35.610, authorizing acquisition and condemnation ("Resolution"). Certified Agency's Resolution shall be substantially in the form of Section C below.
- b. **Real Property and Title Insurance:** Certified Agency shall determine the sufficiency of title (taking subject to) in accordance with the current ODOT Right of Way Manual and after obtaining ODOT's concurrence; clear encumbrances necessary to conform to these requirements; obtain title insurance policies as required for the properties acquired; and provide ODOT copies of the title insurance policies.
- c. **Appraisal:** [State](#) shall provide the following appraisal Services:
- i. Conduct the valuation process of properties to be acquired. If potential contamination of hazardous materials is identified on the property, Certified Agency shall follow section 6.330 in ODOT's Right of Way Manual.
 - ii. Perform the appraisal reviews that will be used by Certified Agency to set just compensation.
- d. **Just Compensation:** Certified Agency's authorized official shall set just compensation, based upon the appraisal review performed by Qualified Individuals.
- e. **Negotiations:**
- i. Certified Agency shall tender all monetary offers to landowners in writing at the just compensation amount set by Certified Agency. Certified Agency shall have sole authority to negotiate and make all settlement offers, subject to the limitations in the ODOT Right of Way Manual.
 - ii. When an administrative settlement for a property acquisition is made for an amount above the set just compensation amount, Certified Agency shall prepare a written justification statement. Said statement shall

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document Certified Agency's determination that the administrative settlement is reasonable, prudent, and in the public interest. It shall include the consideration of any property trades, construction obligations, trial risks, and other relevant items used to justify the administrative settlement.

- iii. Certified Agency shall provide ODOT with all pertinent letters, negotiation records, settlement justification statements, and obligations incurred during the acquisition process.
- iv. ODOT and Certified Agency shall determine a date for certification of right of way and agree to co-sign ODOT's Right of Way Certification form. ODOT and Certified Agency agree possession of all right of way is to be complete prior to advertising for any construction contract, unless otherwise agreed to by Certified Agency and ODOT.
- v. Certified Agency is responsible for all project condemnation proceedings and for ensuring all condemnation processes are complete prior to the agreed upon certification date identified in subsection iv above.
- f. **Relocation:** Certified Agency shall provide the following relocation Services in accordance with Chapter 8 of the ODOT Right of Way Manual:
 - i. Perform any relocation assistance, make replacement housing computations, and do all things as required by applicable state and federal law necessary to relocate any persons displaced by the project.
 - ii. Determine relocation benefits for eligible property owners and make relocation and moving payments.
 - iii. Facilitate any relocation appeal process(es).

3. **Closing Phase:**

- a. Certified Agency shall close all transactions, including: drawing deeds, releases, and satisfactions necessary to clear title; obtaining signatures on release documents; and making payments. When ODOT provides Services as a consultant for Certified Agency, ODOT will submit to Certified Agency: (a) applicable portions of a Final Report packet as described in Section 6.590 of the ODOT Right of Way Manual; (b) all agreements with property owners; and (c) other information required by the Uniform Act or other federal laws regarding acquisition when federal funds are used as part of a transportation project.
- b. Upon acceptance by Certified Agency, any permanent conveyance documents shall be recorded by Certified Agency.

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Agreement No. 35121, Amendment No. 01

4. **Property Management:**

- a. Certified Agency shall take possession of all acquired properties. There shall be no encroachments of buildings or other private improvements allowed upon the state highway right of way.
- b. Certified Agency shall dispose of all improvements and excess land consistent with applicable state, federal, and local laws and policies, including but not limited to 23 CFR 710.409 and ODOT Right of Way Manual Chapter 9.
- c. Certified Agency shall conduct asbestos, lead paint, and other hazardous materials surveys for all structures that will be demolished, renovated, or otherwise disturbed as a result of the project. Asbestos surveys must be conducted by an Asbestos Hazard Emergency Response Act (AHERA) certified inspector.

5. **Condemnation:**

- a. Certified Agency may offer mediation if Certified Agency and property owners have reached an impasse.
- b. Certified Agency shall perform all administrative functions in preparation of the condemnation process, such as preparing final offer and complaint letters.
- c. Certified Agency shall perform all legal and litigation services related to the condemnation process.

6. **Transfer of Right of Way:** When the project will involve a transfer of right of way between the Parties, the Parties shall transfer and accept all right of way as provided in the right of way special provisions of this Supplemental Project Agreement.

Marion County/ODOT
Agreement No. 35121, Amendment No. 01

C. SAMPLE RESOLUTION EXERCISING THE POWER OF EMINENT DOMAIN

The Parties agree the following language is provided as a sample. Certified Agency may copy this language to incorporate into their own standard resolution form or use the full language and add an “attested to” line or signature line:

WHEREAS (insert title of agency) may exercise the power of eminent domain pursuant to (Certified Agency’s charter) (statutes conferring authority) and the Law of the State of Oregon generally, when the exercise of such power is deemed necessary by (insert title of agency)’s governing body to accomplish public purposes for which (insert title of agency) has responsibility;

WHEREAS (insert title of agency) has the responsibility of providing safe transportation routes for commerce, convenience, and to adequately serve the traveling public;

WHEREAS the project or projects known as (insert Project name) have been planned in accordance with appropriate engineering standards for the construction, maintenance, or improvement of said transportation infrastructure such that property damage is minimized, transportation promoted, travel safeguarded; and

WHEREAS to accomplish the project or projects set forth above it is necessary to acquire the interests in the property described in “Exhibit A” attached to this Resolution and, by this reference incorporated herein; now, therefore,

BE IT HEREBY RESOLVED by (Certified Agency’s Council, Commission, or Board)

- 1. The foregoing statements of authority and need are, in fact, the case. The project or projects for which the property is required and is being acquired are necessary in the public interest, and the same have been planned, designed, located, and will be constructed in a manner which will be most compatible with the greatest public good and the least private injury;*
- 2. The power of eminent domain is hereby exercised with respect to each of the interests in property described in Exhibit A to this Resolution. Each is acquired subject to payment of just compensation and subject to procedural requirements of Oregon law;*
- 3. ([Insert title of Certified Agency]’s staff and [attorney/counsel]) are authorized and requested to attempt to agree with the owner and other persons in interest as to the compensation to be paid for each acquisition, and, in the event that no satisfactory agreement can be reached, to commence and prosecute such condemnation proceedings as may be necessary to finally determine just compensation or any other issue appropriate to be determined by a court in connection with the acquisition. This authorization is not intended to expand the jurisdiction of any court to decide matters determined above or determinable by the (Certified Agency’s Council, Commission, or Board).*
- 4. (insert title of agency) expressly reserves its jurisdiction to determine the necessity or propriety of any acquisition, its quantity, quality, or locality, and to change or abandon any acquisition.*

DATED this ___ day of _____, 20____
[insert signature blocks here]

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

In the matter of authorizing acquisition)
and eminent domain of certain real) Department of Public Works
properties for the State St: 4106 State St)
to 46th Ave project)

RESOLUTION NO. _____

WHEREAS, Marion County is authorized by the provisions of ORS Chapters 203 and 368 to locate, acquire, construct, operate, and maintain county roads as its Board deems necessary; and

WHEREAS, Marion County is authorized by the provisions of ORS Chapters 203 and 368 to acquire by purchase, gift, devise, condemnation, or any other means, such real and personal property interests therein and rights-of-way either inside or outside the limits of the county, as in the judgment of its Board are necessary; and

WHEREAS, for the purpose of providing a county road system to serve local residents and businesses and for the health, safety, benefit, and general welfare of the public, Marion County plans to make necessary improvements to State Street including ADA compliant sidewalks, bike lanes and driveways from Lancaster Drive to 46th Avenue SE; now, therefore,

BE IT RESOLVED by the Marion County Board of Commissioners follows:

- (1) The Board declares that it needs to widen State Street on real properties and interests therein, more particularly set forth in the attached Exhibit. The real properties and interests set forth in the Exhibit are reasonably necessary to protect the full use and enjoyment by the public and businesses of State Street.
- (2) In order to proceed with the acquisition of the right-of-way for this project, which will be located and constructed in a manner most compatible with the greatest public benefit and the least private injury or damage, the real properties must be acquired without delay.
- (3) The County, its agents, and attorneys are authorized to attempt to reach agreement with the owners and other persons with interest in the real properties and interests therein, shown in the attached Exhibit, as to the compensation to be paid for the appropriation of the properties. In the event that no satisfactory agreement can be reached, the attorneys are authorized to commence Eminent Domain proceedings as prescribed in ORS 35.205 to 35.415 and prosecute to final determination such proceedings as may be necessary to acquire the real properties and interest therein and that upon the filing of such proceeding, possession of the real property and interest therein may be taken immediately.

EXHIBIT A

- (4) Upon the trial of any suit or action instituted to acquire any of the real property or any interest therein, the attorneys acting for and on behalf of the county are authorized to make such stipulation, agreement, or admission as in their judgment may be for the best interest of the county.
- (5) In order to protect the health, safety, and welfare of the public, it is necessary that no undue delay be encountered in obtaining access to possession of the real property and interest therein shown in the attached Exhibit, in order to widen State Street; therein, this resolution shall be in force and effect immediately upon its passage by the Board.
- (6) This resolution is adopted by the Marion County Board of Commissioners on this _____ day of _____, 2025, and is entered in the minutes and records of the Board as of this date.

MARION COUNTY BOARD OF COMMISSIONERS

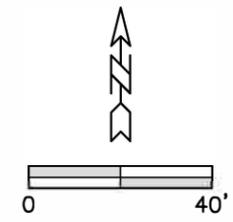
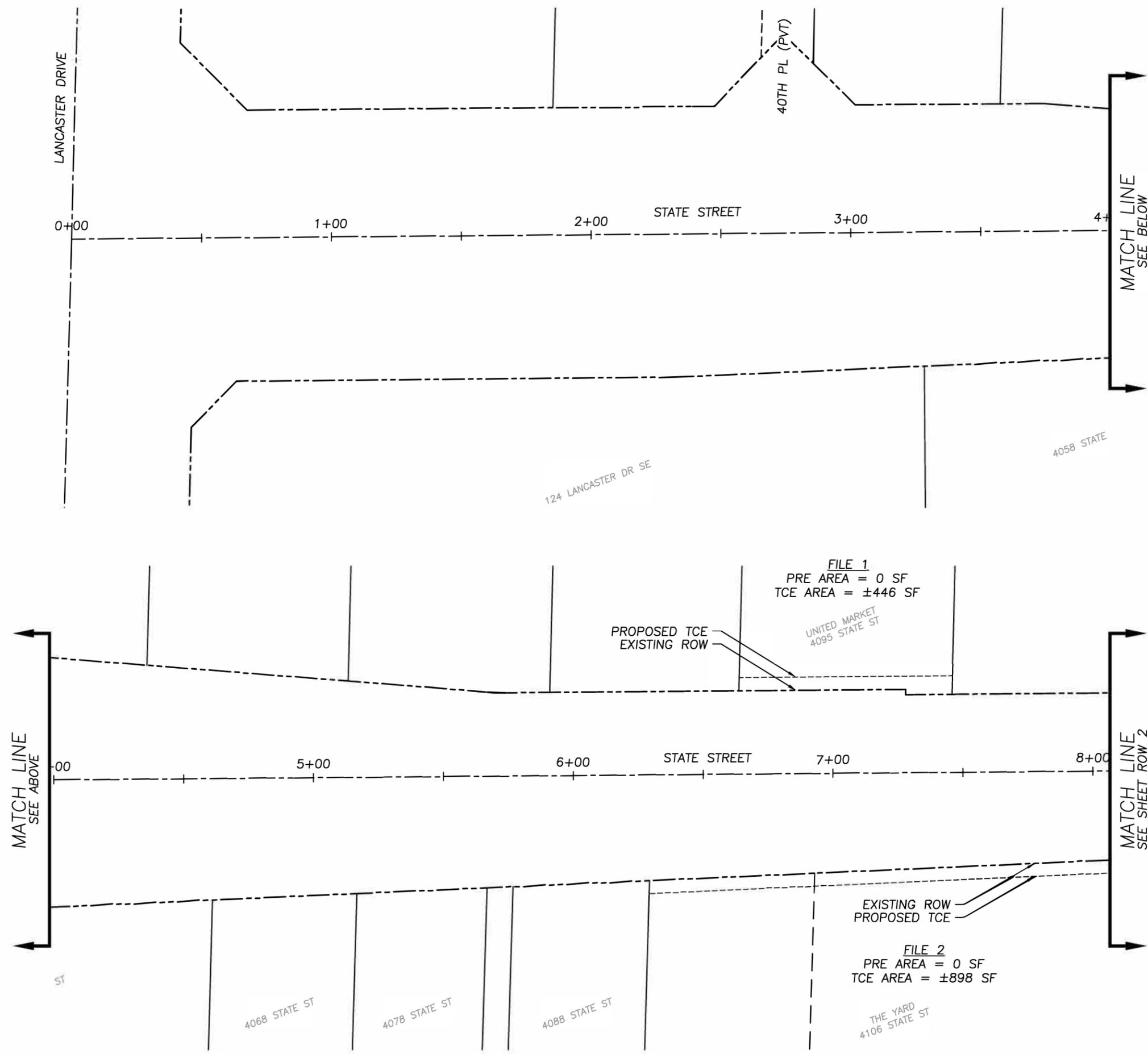
Chair

Commissioner

Commissioner

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Exhibit A to Condemnation Resolution



PRELIMINARY; NOT FOR CONSTRUCTION

MARION COUNTY

STATE STREET: 4106 STATE STREET TO 46TH AVENUE

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	105746
ECMS NO.:	----
FED. PROJ. NO.:	----
KEY NO.:	21895
SITE NO.:	----
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	SDO JR
DRAWN BY:	SDO JR

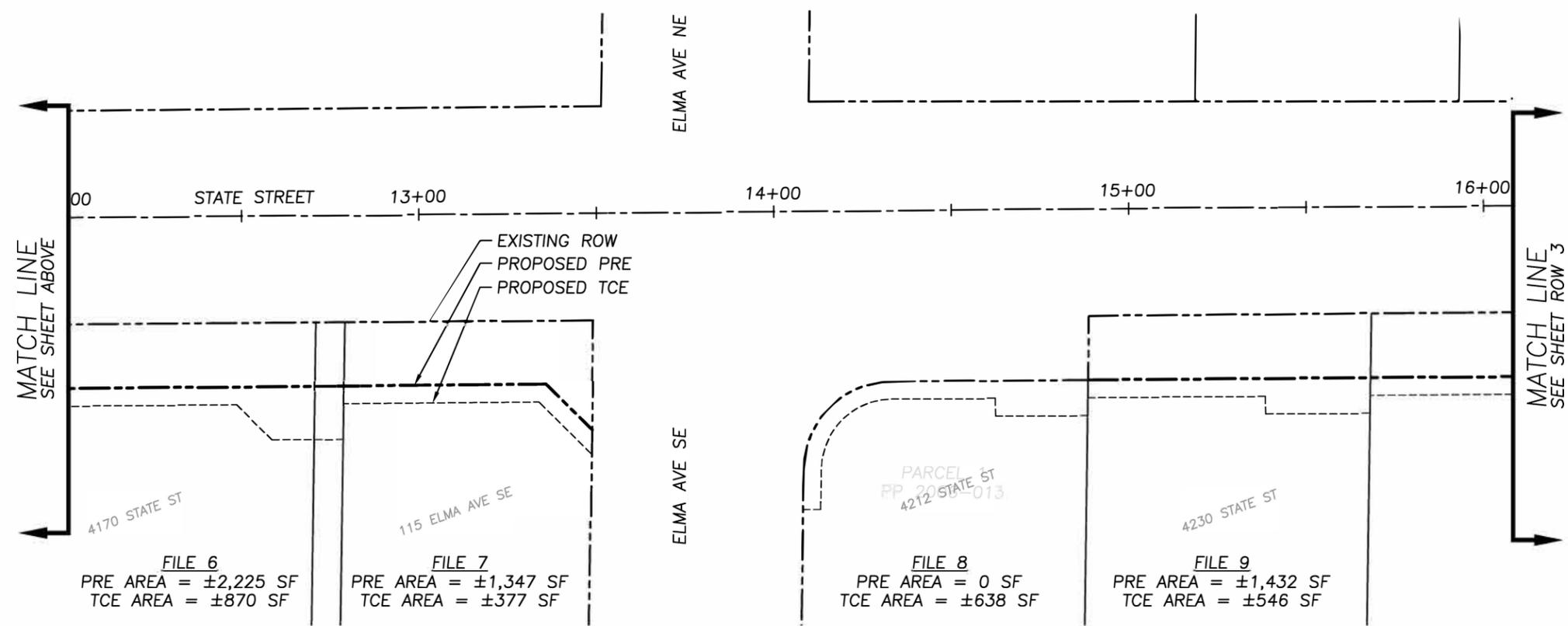
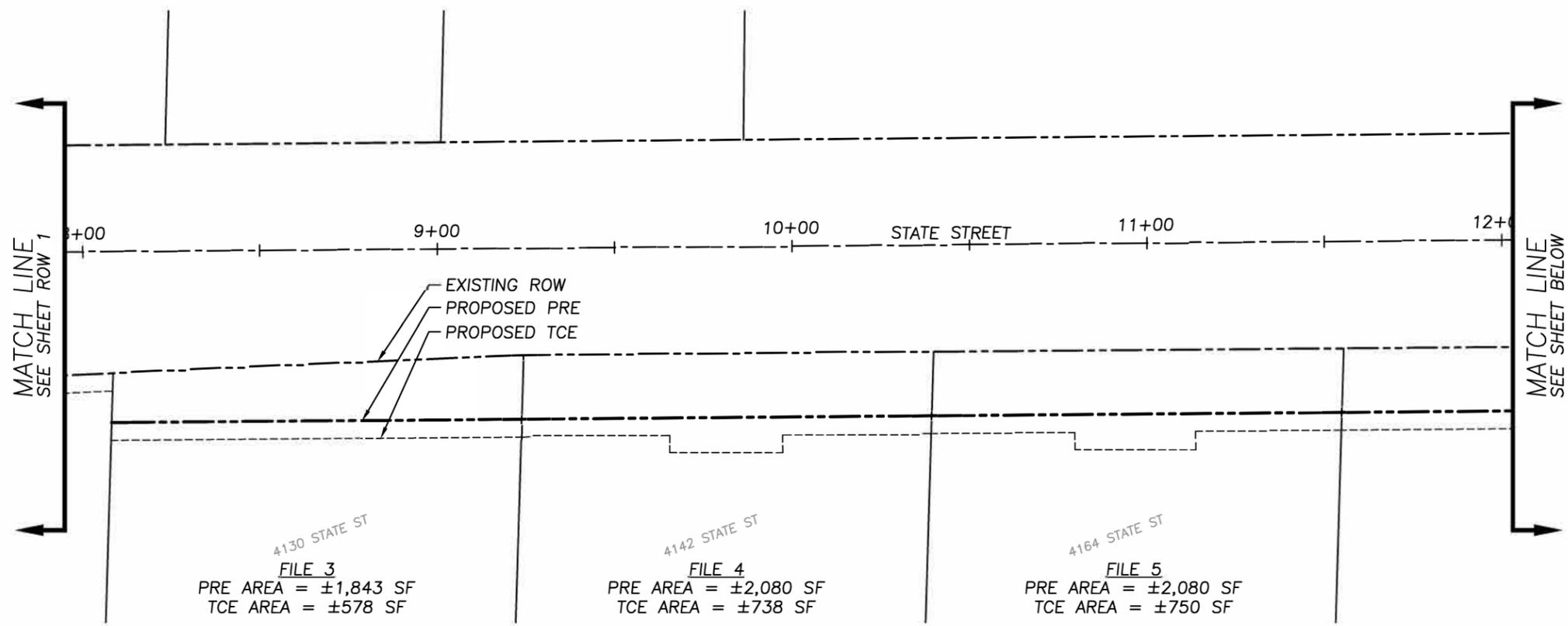
TITLE:

ROW EXHIBIT

SHEET:

ROW 1

PRELIMINARY; NOT
FOR CONSTRUCTION



MARION COUNTY

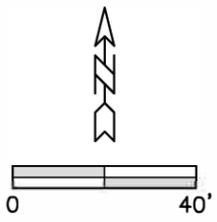
**STATE STREET: 4106 STATE STREET
TO 46TH AVENUE**

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	105746
ECMS NO.:	----
FED. PROJ. NO.:	----
KEY NO.:	21895
SITE NO.:	----
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	SDO JR
DRAWN BY:	SDO JR

TITLE:
ROW EXHIBIT

SHEET:
ROW 2



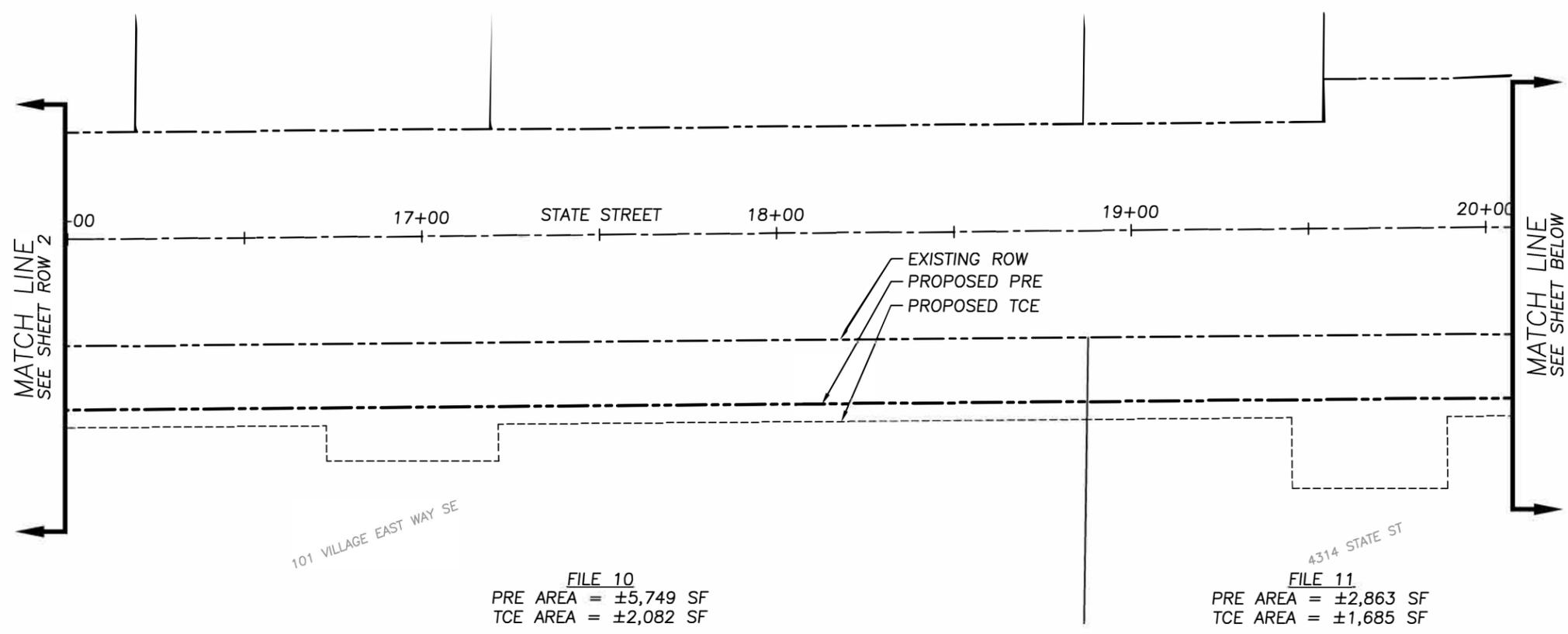
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PRELIMINARY; NOT
FOR CONSTRUCTION

**STATE STREET: 4106 STATE STREET
TO 46TH AVENUE**

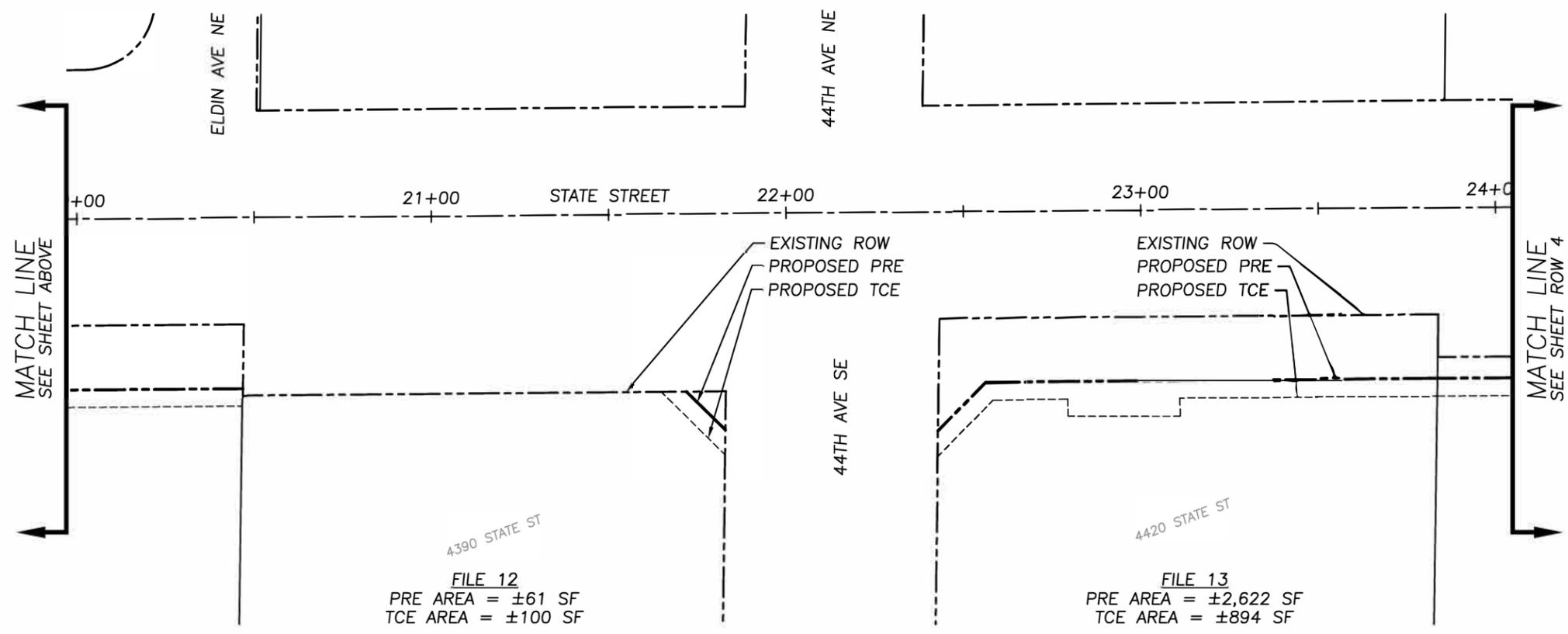
MARION COUNTY

DEPARTMENT OF PUBLIC WORKS



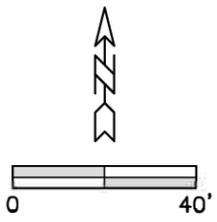
FILE 10
PRE AREA = ±5,749 SF
TCE AREA = ±2,082 SF

FILE 11
PRE AREA = ±2,863 SF
TCE AREA = ±1,685 SF



FILE 12
PRE AREA = ±61 SF
TCE AREA = ±100 SF

FILE 13
PRE AREA = ±2,622 SF
TCE AREA = ±894 SF



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PROJECT NO.:	105746
ECMS NO.:	----
FED. PROJ. NO.:	----
KEY NO.:	21895
SITE NO.:	----
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	SDO JR
DRAWN BY:	SDO JR

TITLE:
ROW EXHIBIT

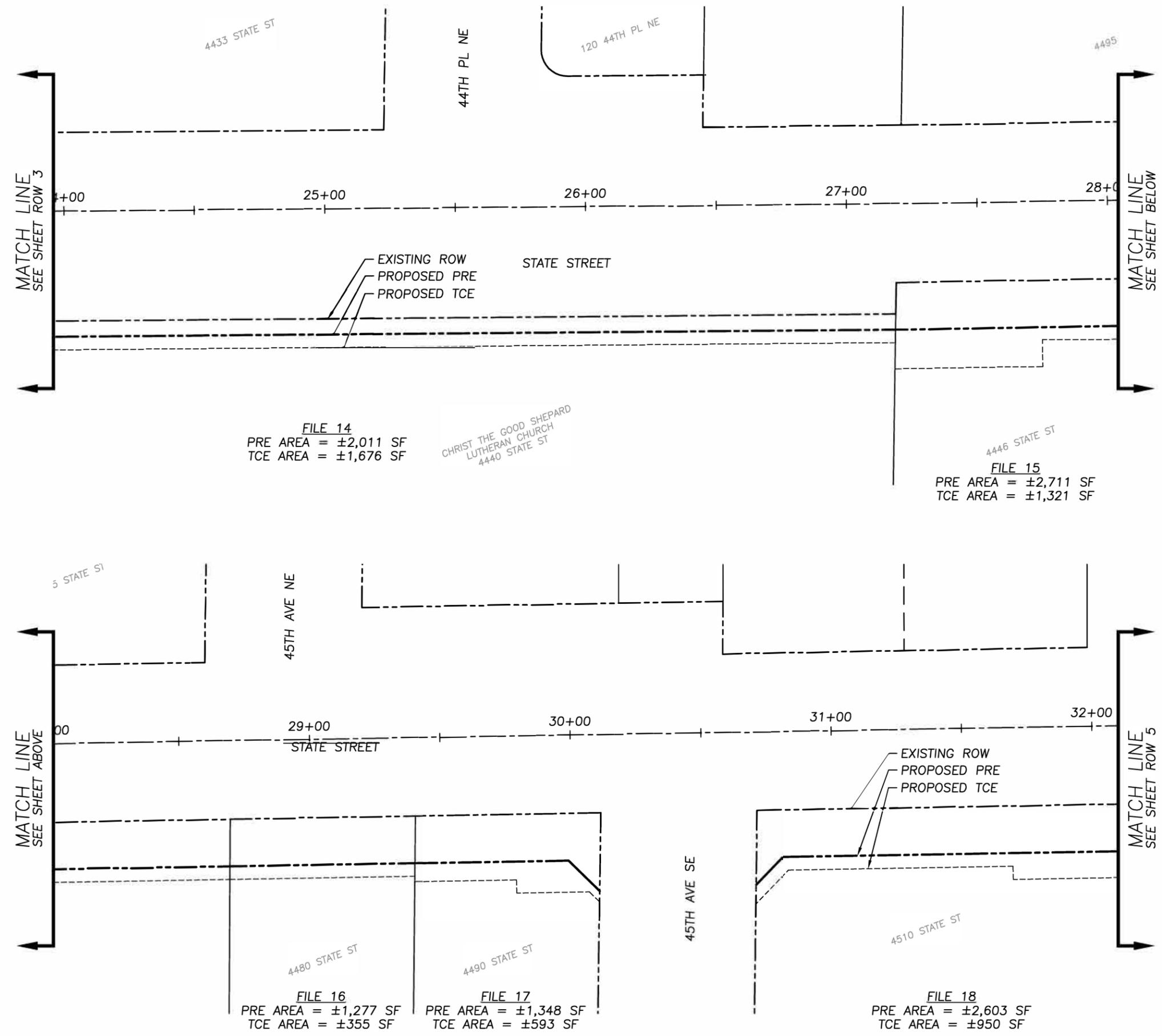
SHEET:
ROW 3

PRELIMINARY; NOT
FOR CONSTRUCTION

MARION COUNTY
**STATE STREET: 4106 STATE STREET
TO 46TH AVENUE**
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	105746
ECMS NO.:	----
FED. PROJ. NO.:	----
KEY NO.:	21895
SITE NO.:	----
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	SDO JR
DRAWN BY:	SDO JR

TITLE:
ROW EXHIBIT
SHEET:
ROW 4



FILE 14
PRE AREA = ±2,011 SF
TCE AREA = ±1,676 SF

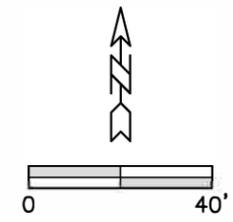
CHRIST THE GOOD SHEPARD
LUTHERAN CHURCH
4440 STATE ST

FILE 15
PRE AREA = ±2,711 SF
TCE AREA = ±1,321 SF

FILE 16
PRE AREA = ±1,277 SF
TCE AREA = ±355 SF

FILE 17
PRE AREA = ±1,348 SF
TCE AREA = ±593 SF

FILE 18
PRE AREA = ±2,603 SF
TCE AREA = ±950 SF



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PRELIMINARY; NOT
FOR CONSTRUCTION

MARION COUNTY
**STATE STREET: 4106 STATE STREET
TO 46TH AVENUE**
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	105746
ECMS NO.:	----
FED. PROJ. NO.:	----
KEY NO.:	21895
SITE NO.:	----
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	SDO JR
DRAWN BY:	SDO JR

TITLE:
ROW EXHIBIT
SHEET:
ROW 5



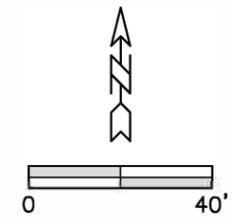
FILE 19
PRE AREA = ±1,541 SF
TCE AREA = ±430 SF

FILE 20
PRE AREA = ±644 SF
TCE AREA = ±403 SF

FILE 21
PRE AREA = ±644 SF
TCE AREA = ±402 SF

FILE 22
PRE AREA = ±828 SF
TCE AREA = ±614 SF

FILE 23
PRE AREA = ±826 SF
TCE AREA = ±243 SF



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MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: March 4, 2026

Department: Juvenile

Title: Oregon Dept of Human Services Funding for Title IV-E Agreement #172632, Reinstatement

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

Time Required: 10 minutes Contact: Troy Gregg/Sandra Fixsen Phone: x4479

Requested Action: Marion County Juvenile Department is requesting an exemption from Marion County Public Contracting Rules to reinstate this contract from September 30, 2025 through September 30, 2027.

Issue, Description & Background: The Grant Agreement with Oregon Department of Human Services (DHS) for Funding for Title IV-E Agreement #172632 has expired. Each biennium the State of Oregon (State) reviews this grant agreement, and if approved, the County receives an amendment from the State to add funds and extend the term. Due to the State's budget process, DHS did not receive approval until the end of January, delaying the County's receipt of Amendment 3 and now requires a request to reinstate the agreement.

(Contract Record No. JV-4431-21)

Financial Impacts: Increases incoming funds by \$1,350,000.00 for a new total of \$2,700,000.00.

Impacts to Department & External Agencies: The Juvenile Department anticipates no financial impact to other departments.

List of attachments: Board Order, Exhibit A Findings, Anticipated Amendment 3 BOC packet

Presenter: Sandra Fixsen, Troy Gregg

Department Head Signature: DocuSigned by: Troy Gregg
7B54FB55EA534E1...

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the matter of granting an exemption to)
reinstate an expired Intergovernmental)
Agreement between Marion County and the)
Oregon Department of Human Services)
pursuant to the Marion County Public)
Contracting Rules)

ORDER NO. _____

This matter came before the Marion County Board of Commissioners, acting as the Marion County Contract Review Board (Board), at its regularly scheduled public meeting on Wednesday, March 4, 2026.

WHEREAS, the Board finds that Marion County Juvenile Department seeks an exemption from Marion County Public Contracting Rules, pursuant to Section 10-0570 Reinstatement of Expired Contracts, which allows an expired contract to be reinstated, in full force and effect, as if it had not expired; and

WHEREAS, Marion County Public Contracting Rule Section 10-0570(1)(b) requires that a written request for reinstatement be presented within ninety (90) days after the expiration of the original contract. Due to the delay in the County’s receipt of Amendment 3 to Intergovernmental Agreement #172632 between Marion County and the Oregon Department of Human Services from the State of Oregon, the Marion County Juvenile Department seeks an exemption to this rule allowing the contract to be reinstated one hundred fifty-five (155) days after expiration; and

WHEREAS, the Board finds the use of a reinstatement exemption for Intergovernmental Agreement #172632 between Marion County and the Oregon Department of Human Services is justified and consistent with the Marion County Public Contracting Rules; now, therefore,

IT IS HEREBY ORDERED that the Board grants an exemption to allow the reinstatement of Intergovernmental Agreement #172632 between Marion County and the Oregon Department of Human Services. Findings supporting this order are attached hereto as Exhibit A.

Dated this 4th day of March, 2026.

Original: Juvenile
cc: Board of Commissioner’s Office
Toby Giddings, Finance

MARION COUNTY BOARD OF
COMMISSIONERS

Chair

Commissioner

Commissioner

Contract Review Board
Marion County Public Contracting Rules
Discretionary Action Form / Exhibit A – Findings

Contract Title:

Funding for Title IV-E Agreement #172632

Contract Number:

JV-4431-21

Department:

Juvenile Department

Submitted By:

Brianna Sloane, Contract Specialist

Issue:

The Grant Agreement (Agreement) with Oregon Department of Human Services (DHS) for Funding for Title IV-E Agreement #172632 has expired. Each biennium the State of Oregon (State) reviews this Agreement, and if approved, the County receives an amendment from the State to add funds and extend the term. Due to the State's budget process, DHS did not receive approval, delaying the County's receipt of Amendment 3 and now requires an exemption from Marion County Public Contracting Rules to reinstate the Agreement from September 30, 2025, through September 30, 2027.

- | | |
|--------------------|---|
| June 14, 2022 | Agreement was effective for Funding for Title IV-E Agreement #172632 through September 30, 2023. |
| October 18, 2022 | Amendment 1 was executed to adjust the administrative reimbursement fee from variable to a fixed 1%. |
| September 11, 2023 | Amendment 2 was executed to extend the term from September 30, 2023 to September 30, 2025 and replaced Exhibit F – Privacy and Security Agreement in its entirety. |
| September 30, 2025 | The Agreement expired.

Amendment 3 to Reinstate the Agreement retroactive to September 30, 2025 and amend to add funds in the amount of \$1,350,000.00 and extend the contract to September 30, 2027 was submitted to the Juvenile Department. |
| January 26, 2026 | Compliance review was initiated and a formal Board Order to grant an exemption is scheduled to be submitted at the March 4, 2026 Board of Commissioners meeting. |

Recommendation:

Marion County Juvenile Department requests that the Marion County Board of Commissioners, acting as the Local Contract Review Board, consider approval of this exemption to reinstate the Agreement with Oregon Department of Human Services for Funding for Title IV-E Agreement #172632 to continue necessary services through September 30, 2027.



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: March 4, 2026

Department: Juvenile

Title: Title IV-E Reimbursement grant funds

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

Time Required: 5 Contact: Brianna Sloane Phone: 503-576-4620

Requested Action: Consider approval of Amendment 3 to JV-4431-21 (#172632)

Issue, Description & Background: This agreement is for incoming grant funds for Title IV-E reimbursements which if approved will be reinstated as of September 30, 2025 and expire on September 30, 2027. The original value of this agreement was \$1,350,000.00.

Amendment 1 adjusted the administrative reimbursement fee from a variable rate to a fixed 1%. Amendment 2 extended the original term 2 years to 9/30/2025 and replaced Exhibit F - Privacy and Security Agreement.

Financial Impacts: Upon approval, Amendment 3 will add funds of \$1,350,000.00 for a grand total of \$2,700,00.00.

Impacts to Department & External Agencies: Title IV-E funds are allocated to pay for 2.5 FTE and administrative costs in the Juvenile Department.

List of attachments: Contract review sheet, Request for Contract Approval, Intergovernmental Agreement Amendment 3

Presenter: Troy Gregg

Department Head Signature: DocuSigned by:
Troy Gregg
7B51FB55EA534F1...

Contract Review Sheet

Intergovernmental Agreement

JV-4431-21 - Am3

Title: Funding for Title IV-E Agreement #172632

Contractor's Name: Oregon Department of Human Services

Department: Juvenile Department

Contact: Brianna Sloane

Analyst: Sandra Fixsen

Phone #: (503) 576-4620

Term - Date From: February 23, 2022

Expires: September 30, 2027

Original Contract Amount: \$ 1,350,000.00

Previous Amendments Amount: \$ -

Current Amendment: \$ 1,350,000.00

New Contract Total: \$ 2,700,000.00

Amd% 100%

Incoming Funds

Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 50-0010 General Exemptions (IGAs and QRFs)

Description of Services or Grant Award

Title IV-E Reimbursement grant funds.

Amendment 1 adjusted the administrative reimbursement fees from a variable rate to a fixed 1% rate.

Amendment 2 extended the initial end date of the agreement from September 2023 to September 2025.

Amendment 3 reinstates the agreement as if it never expired and amends the agreement to extend through September 30, 2027 and add funds in the amount of \$1,350,000. New contract total is \$2,700,000.00.

Desired BOC Session Date: 3/4/2026

Contract should be in DocuSign by: 2/11/2026

Agenda Planning Date: 2/19/2026

Printed packets due in Finance: 2/17/2026

Management Update: 2/17/2026

BOC upload / Board Session email: 2/18/2026

BOC Session Presenter(s) Troy Gregg Code: Y

REQUIRED APPROVALS

Signed by:  2/5/2026
C6F72234E6F54E3...
 Finance - Contracts Date

DocuSigned by:  2/9/2026
28C105A237994CE...
 Contract Specialist Date

Signed by:  2/6/2026
88C98A6F708248D...
 Legal Counsel Date

DocuSigned by:  2/6/2026
DC16351248DE4EC...
 Chief Administrative Officer Date

REQUEST FOR AUTHORIZATION OF CONTRACT JV-4431-21

Date: 1/26/2026
To: Chief Administrative Officer
Cc: Contract File
From: Brianna Sloane
Subject: Reinstatement

The Marion County Juvenile Department is requesting approval to reinstate a contract as described in Section 10-0570 of the Marion County Public Contracting Rules. The contract is with Oregon Department of Human Services for Funding for Title IV-E Agreement #172632 with a value of \$2,700,000.00 and upon approval of Amendment 3, will be reinstated and in full force and effect, as if it had not expired with a new expiration date of September 30, 2027.

A. BACKGROUND

The Agreement for Title IV-E Grant funds was executed on June 14, 2022, with an original agreement value of \$1,350,000.00.

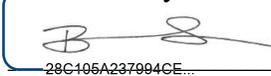
Amendment 1 was executed on October 18, 2022, and adjusted the administrative reimbursement fee from a variable rate to a fixed 1%.

Amendment 2 was executed on September 11, 2023, and extended the original term 2 years to September 30, 2025, and replaced Exhibit F – Privacy and Security Agreement.

B. As required by MCPCR, a concise written statement must be submitted meeting the requirements of 10-0570(1).

This agreement is for incoming funds. The setback in executing Amendment 3 is due to an unavoidable delay on the State’s part, which extends beyond 90 days. If the board grants an exception to MCPCR 10-0570, Amendment 3 can be issued for the additional incoming funds of 1,350,000.00 and extending the agreement through September 30, 2027. .

Submitted by:


28C105A237994CE...

Brianna Sloane
Juvenile Department

Reviewed by:


C6F72231E6F54E3...

Contracts & Procurement

Acknowledged by:


7B51FB55EA534F1...

Department Head

Acknowledged by:


DC16351248DF4EC...

Jan Fritz, CAO



Agreement Number 172632

**REINSTATEMENT AND AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found on page one of the original Agreement, as amended. We accept all relay calls.

This reinstatement of and amendment number **03** to Agreement Number **172632** is made and entered into as of the date of the last required signature below by and between the State of Oregon acting by and through its Oregon Department of Human Services, hereinafter referred to as “**ODHS,**” and

Marion County
Acting by and through its Juvenile Department
3030 Center Street NE
Salem, OR 97301
Attention: Troy Gregg
Telephone: 503-584-4806
Fax: 503-361-3796
E-mail address: tgregg@co.marion.or.us

hereinafter referred to as “**County.**”

RECITALS

WHEREAS, ODHS and County entered into that certain Agreement number **172632** effective on February 23, 2022 incorporated herein by this reference (the Agreement);

WHEREAS, ODHS and County intended to amend the Agreement to extend its effectiveness through September 30, 2027;

WHEREAS, the proposed amendment number **03** to extend the effectiveness of the Agreement and otherwise modify it was not executed by the parties prior to the Agreement’s expiration date;

WHEREAS, the Agreement expired on September 30, 2025 in accordance with its terms; and

WHEREAS, ODHS and County desire to reinstate the Agreement in its entirety as of September 30, 2025, and to amend the Agreement (once reinstated) to extend its effectiveness through September 30, 2027, as set forth herein.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

REINSTATEMENT

1. **Reinstatement.** ODHS and County hereby reinstate the Agreement in its entirety as of **September 30, 2025** and agree that the Agreement was and is in full force and effect from its effective date through the date of this Reinstatement and Amendment. ODHS and County further agree that, upon the amendment of **Section 1. “Effective Date and Duration”** of the Agreement pursuant to Paragraph 2 below, the Agreement was, is and will be in full force and effect from the effective date through the expiration date set forth in **Section 1. “Effective Date and Duration”**, as amended, subject to the termination provisions otherwise set forth in the Agreement.

AMENDMENT

2. **Amendment.** ODHS and County hereby amend the Agreement as follows.
 - a. **ODHS Contact Information, e-mail address only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
E-mail address: ~~Sherril.kuhns@dhs.oh.state.or.us~~ **sherril.Kuhns@odhs.oregon.gov**
 - b. **Section 1. “Effective Date and Duration.”** is amended only to extend the Agreement expiration date from **September 30, 2025** to **September 30, 2027**.
 - c. **Section 3. “Consideration.”, Subsection a. only** is amended only to increase the maximum not-to-exceed amount from **\$1,350,000.00** to **\$2,700,000.00**.
 - d. **Exhibit A, Part 3, “Special Provisions”, Subsection 2.a.(1) only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
 - (1) ODHS may extend the Agreement for additional periods of time up to a total Agreement period of **5 6** years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on ODHS’ satisfaction with performance of the work or services provided by County under this Agreement.
 - e. **For services provided on and after October 1, 2025, Exhibit E, “Information Required by 2 CFR 200.332(a)(1)”** is hereby superseded and replaced in its entirety, as set forth in **Exhibit E, “Information Required by 2 CFR 200.332(b)(1)”**, attached hereto and incorporated herein by this reference.
 - f. **For services provided on and after October 1, 2025, Exhibit F, “Privacy and Security Agreement”** is hereby superseded and restated in its entirety, as set forth in **Exhibit F, “Privacy and Security Agreement”**, attached hereto and incorporated herein by this reference.
3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

- 4. Certification.** Without limiting the generality of the foregoing, by signature on this Agreement Reinstatement and Amendment, the undersigned hereby certifies under penalty of perjury that:
- a.** County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. The Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against County, in addition to any remedies that may be available to ODHS under the Agreement;
 - b.** The information shown in Section 5.a. “County Information” of the original Agreement, as amended is County’s true, accurate and correct information;
 - c.** To the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.
 - d.** County and County’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
 - e.** County is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at: <https://www.sam.gov/SAM>;
 - f.** County is not subject to backup withholding because:
 - (1) County is exempt from backup withholding;
 - (2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (3) The IRS has notified County that County is no longer subject to backup withholding.
 - g.** County’s Federal Employer Identification Number (FEIN) provided to ODHS is true and accurate. If this information changes, County shall provide ODHS with the new FEIN within 10 days.

Remainder of page intentionally left blank.

5. **County Information.** This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): _____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: () _____ Fax: () _____

Proof of Insurance: County shall provide the following information upon submission of the signed Agreement Reinstatement and Amendment. All insurance listed herein must be in effect prior to Agreement Reinstatement and Amendment execution.

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

Remainder of page intentionally left blank.

6. Signatures.

**Marion County
Acting by and through its Juvenile Department**

By:

See Marion County Signature Page

Authorized Signature

Printed Name

Title

Date

State of Oregon acting by and through its Oregon Department of Human Services

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Approved via email by John McCormick, Attorney-in-Charge
Oregon Department of Justice

01/19/2026
Date

Remainder of page intentionally left blank.

**SIGNATURE PAGE FOR
FUNDING FOR TITLE IV-E AGREEMENT #172632
JV-4431-21 AMENDMENT 3**

between

MARION COUNTY and OREGON DEPARTMENT OF HUMAN SERVICES

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: DocuSigned by:
Troy Gregg
7B51FB55EA534F1... 2/5/2026

Department Director or designee Date

Authorized Signature: DocuSigned by:
Jan Fritz
DC16351248DE4EC... 2/6/2026

Chief Administrative Officer Date

Reviewed by Signature: Signed by:
Scott Norris
60C98A6F708240B... 2/6/2026

Marion County Legal Counsel Date

Reviewed by Signature: Signed by:
Jandra L. Lisen
C5F72231E6F54E3... 2/5/2026

Marion County Contracts & Procurement Date

EXHIBIT E

Information Required by 2 CFR § 200.332(b)(1)

1. Recipient Name: *(Must match the registered name associated with 3. below)* Marion County Juvenile Department, Oregon
2. Name of federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
 - a. Name of federal awarding agency: Department of Health and Human Services – Administration for Children and Families
 - b. Name of pass-through entity: State of Oregon acting by and through its Oregon Department of Human Services (ODHS), Office of Child Welfare Programs, Federal Policy and Resources.
 - c. Contact information for awarding official of pass-through entity: Sherril Kuhns, Sherril.Kuhns@odhs.oregon.gov
3. Recipient’s Unique Entity Identifier (UEI): XEMDAB3PPUR3
4. Federal Award Identification Number (FAIN): 2602ORFOST
5. Federal award date: *(date of award to state by federal agency)* October 7, 2025
6. Sub-award anticipated period of performance**: Start Date: February 23, 2022 End Date: September 30, 2027
7. Sub-award anticipated budget period**: Start Date: February 23, 2022 End Date: September 30, 2027
8. Anticipated amount of federal funds obligated by this Agreement**: \$1,350,000.00
9. *Total anticipated amount of federal funds obligated to Recipient by the pass-through entity’s federal funds quarterly allotment, including this Agreement**: \$2,700,000.00
10. Total anticipated amount of the Federal Award committed to Recipient by the pass-through entity**: *(amount of federal funds from this FAIN committed to Recipient)* \$2,700,000.00
11. Federal award project description: Title IV-E Foster Care
12. Assistance Listings number and Title: 93-658/Foster Care Title IV-E
Amount: \$39,785,270.00
13. Is award research and development? Yes No
14. Indirect cost rate for the Federal award: *(include if the de minimis rate is charged per § 200.414)*: 0%

*The total amount of federal funds obligated to the Recipient by the pass-through entity is the total amount of federal funds obligated to the Recipient by the pass-through entity during the current fiscal year 2025.

** This federal grant is being disbursed to the State in quarterly distributions. The federal agency has not agreed to continue the distributions for the period of performance; however, the State anticipates the federal agency will continue providing the quarterly distributions. ODHS is providing its best available data here and will provide amended data when it is obtained.

EXHIBIT F

Privacy and Security Agreement

1. PURPOSE OF THIS EXHIBIT.

- 1.1. The terms and conditions of this Exhibit F, “Privacy and Security Agreement” (PSA) govern County’s use of Data, and County’s Access to State of Oregon Information Assets and Systems.
- 1.2. County needs the Access described in Exhibit F-1, Third Party Information System Access Request(s) (MSC 0785), hereby incorporated into this PSA by reference, to perform the services described in the Agreement.

2. DEFINITIONS. The following capitalized terms have the following meanings, and apply to the Access granted County under the Agreement:

- 2.1. “Access” means the ability or the means necessary to read, communicate, or otherwise use State of Oregon Data, Network and Information Systems, and Information Assets.
- 2.2. “Breach” means the acquisition, access, exposure, use, disclosure, of an Information Asset (such as Data) in a manner not in compliance with applicable law, rule, or policy, or data loss, misuse, or compromise.
- 2.3. “Client Records” includes any client, applicant, or participant information regardless of the media or source, exchanged between the parties.
- 2.4. “Data” means information created, transmitted, and stored pursuant to the Agreement, including metadata, personal information, and Client Records.
- 2.5. “Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of any Network and Information System or Information Asset. An Incident is an observable, measurable occurrence that is a deviation from expected operations or activities. An Incident may be a Breach, failure to protect a User’s identification (ID), or theft of computer equipment that uses or stores Data.
- 2.6. “Individual Access Request (IAR)” refers to the ODHS/OHA form used to authorize a User, identify the User’s job assignment, and the required access to Network and Information System(s). It generates a unique alpha/numeric code used to access State of Oregon Network and Information Systems.
- 2.7. “Information Asset(s)” refers to all information provided through ODHS and OHA, regardless of the source, which requires measures for security and privacy. Includes Data.
- 2.8. “Network and Information System(s)” or “Systems” means the State of Oregon’s computer infrastructure which provides personal communications, Data, and Information Assets, regional, wide area, and local networks, and the internetworking of various types of networks.
- 2.9. “User” means any individual (authorized or unauthorized) who Accesses the Network and Information Systems or Information Assets through County’s

Access under this Agreement. Authorized Users each have an assigned unique log-on identifier.

3. AMENDMENTS TO THIS PSA. Other than as allowed under this section, the parties may amend this PSA only via a written amendment executed in accordance with Section 21 of Exhibit B of the Agreement, and which identifies any amended terms of this PSA.

3.1. **Point of Contact Changes.** Each party will provide timely notification to the other of any change of its respective point(s) of contact, including any technical lead, and will name an interim or replacement person in any such notice. Exhibit F-1 will be deemed amended to include the updated information.

3.2. **Administrative Changes.** Either party may request other updates to Exhibit F-1 that are, in the sole discretion of ODHS/OHA's Information Security and Privacy Office, administrative in nature and do not modify the mode of Access or type of Data by submitting a written request to the other party. Upon written authorization of both parties and subsequent written approval by ODHS/OHA's Information Security and Privacy Office, Exhibit F-1 will be deemed amended to include the updated information.

4. NOTIFICATIONS.

4.1. **Points of Contact.** The parties have designated their respective points of contact in Exhibit F-1. The parties will facilitate direct communication between their points of contact. The parties will provide timely written notification to the other of any changes in point of contact information.

4.2. **Incident and Breach Notifications.** In the event County or its subcontractors or agents discover or are notified of an Incident or a Breach, including a failure to comply with County's confidentiality obligations, County shall notify the Agency point of contact, identified in Section 4 of Exhibit F-1 (or delegate) of the Incident or Breach immediately, and in no event more than 24 hours following discovery or notification. If State of Oregon determines that the Incident or Breach requires notification of State of Oregon clients, or other notification required by law, State of Oregon will have sole control over the notification content, timing, and method, subject to County's obligations under applicable law. Notwithstanding the foregoing, the parties acknowledge and agree that this section constitutes notice by County to ODHS of the ongoing existence and occurrence of security incidents that are "unsuccessful," such as "pings" on a firewall, and do not represent Incidents or Breaches.

4.3. **Requests for Data.** In the event County receives a third-party request for Data, including any electronic discovery, litigation hold, or discovery searches, County shall first give ODHS notice and provide such information as may be reasonably necessary to enable the State of Oregon to protect its interests.

5. GRANT OF LICENSE.

5.1. **State Systems and Data.** Subject to County's compliance with the Agreement and this PSA, County and its authorized Users are hereby granted a non-exclusive, non-transferable, and revocable authorization to access and use Network and Information Systems and Information Assets only in accordance with this Exhibit F and applicable laws, rules, and policies. County and its Users

shall not participate in any unauthorized transfer or sale of, create derivative works of, or in any way exploit the Data made available through this Access.

6. DATA PRIVACY. In addition to County’s obligations under Exhibit A, Part 3, “Special Provisions”, Section 1 regarding Confidentiality of Information:

- 6.1. **Generally.** County shall hold all Client Records and other information as to personal facts and circumstances obtained by County on ODHS clients as confidential, using the standard of care applicable to the Client Records, and shall not divulge any Client Records without the written consent of the client, the client’s attorney, the responsible parent of a minor child, or the minor child’s guardian except as required by other terms of this PSA, or applicable law. Disclosure of de-identified or aggregate information in summaries, statistical analyses, or on other forms may be agreed upon by the parties in a separate writing.
- 6.2. **Limited Purposes.** County shall limit the use or disclosure of Data concerning clients to persons directly connected with the Work and administration of the Agreement.
- 6.3. **Privacy Protections.** Data may include information, such as Client Records, subject to specific confidentiality protections under state or federal law. County shall comply with laws and regulations applicable to the information described in Exhibit F-1, including as specified in the Agreement.
- 6.4. **Training.** County’s employees, subcontractors, and agents who will be granted Access have received training on the privacy and security obligations relating to the Access, including on Client Records. County shall provide periodic privacy and security training to its employees, subcontractors, and agents. This periodic training may include State of Oregon trainings available to third parties on security and use and disclosure of Data.

7. SECURITY REQUIREMENTS.

- 7.1. **Compliance with Laws, Regulations, and Policies.** County and its employees, contractors, and agents shall comply with all applicable state and federal laws and regulations, and State of Oregon policies governing use and disclosure of Data (including Client Records) and Access, including as those laws, regulations, and policies may be updated from time to time. Applicable laws, regulations, and policies include but are not limited to:
 - 7.1.1. Oregon’s Statewide Information Security Standards:
<https://www.oregon.gov/das/OSCIO/Documents/2019StatewideInformationAndCyberSecurityStandardsV1.0.pdf>
 - 7.1.2. Oregon’s Statewide Information Security Plan,
<https://www.oregon.gov/das/OSCIO/Documents/StatewideInformationSecurityPlan.pdf>.
 - 7.1.3. Oregon’s Statewide Policies:
<https://www.oregon.gov/das/Pages/policies.aspx#IT>.

- 7.1.4. ODHS and OHA Information Security and Privacy Policies:
<https://www.oregon.gov/oha/FOD/OIS-ISPO/Pages/Policies.aspx?>
- 7.1.5. ODHS and OHA Privacy and Confidentiality administrative rules, OAR Chapter 407, Division 14, and OAR Chapter 943, Division 14.
- 7.1.6. The Oregon Consumer Information Protection Act, ORS 646A.600 through 646A.628, to the extent applicable.
- 7.1.7. The Health Insurance Portability and Accountability Act (HIPAA), including as amended by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (“ARRA”), and its implementing Privacy Rule and Security Rule, 45 CFR Parts 160 and 164.
- 7.2. **Responsible for Compliance.** County is responsible for the compliance of its employees, agents, and contractors with this PSA and with any third-party licenses to which Access is subject.
- 7.3. **Subcontractors.** Upon written request, County shall disclose its subcontractors acquiring Access under this PSA to the ODHS Program Requestor identified in Section 4 of Exhibit F-1 (or delegate).
- 7.4. **Privacy and Security Measures.** County represents and warrants it has established and will maintain privacy and security measures that meet or exceed the standards set in laws, rules, and regulations applicable to the safeguarding, security and privacy of all Information Assets, including Client Records, regardless of the media, and all Network and Information Systems. County shall monitor, periodically assess, and update its security controls and risk to ensure continued effectiveness of those controls.
- 7.5. **Security Risk Management Plan.** County shall ensure the level of security and privacy protection required in accordance with this PSA is documented in a security risk management plan. County shall make its security risk management plan available to ODHS for review upon request.
- 7.6. **Audit Rights and Access.** County shall maintain records in such a manner as to clearly document its compliance with and performance under this PSA, and provide ODHS, the Oregon Secretary of State, the federal government, and their duly authorized representatives, access to County’s officers, agents, contractors, subcontractors, employees, facilities and records for ODHS to:
 - 7.6.1. Determine County’s compliance with this PSA,
 - 7.6.2. Validate County’s written security risk management plan, or
 - 7.6.3. Gather or verify any additional information ODHS may require to meet any state or federal laws, rules, or orders regarding Data.
 - 7.6.4. Access to facilities, systems, and records under this section will be granted following reasonable notice to County. Records include paper or electronic form, system security logs, and related system components and tools (including hardware and software), required to perform examinations

and audits, and to make excerpts and transcripts, including for data forensics.

8. ACCESS TO ODHS SYSTEMS.

- 8.1. **Review of User Requests.** If required for Access, ODHS will timely review requests, including forms such as the IAR, and will:
 - 8.1.1. Notify County of the approval or denial of its request for each User for whom Access has been requested;
 - 8.1.2. Provide any unique log-on identifier required for authorized individual Access;
 - 8.1.3. Provide updates to approved inquiry processes and instructions to County.
- 8.2. **County's Responsibilities for User Accounts.** County will provide contact information to the ODHS Program Requestor identified in Section 4 of Exhibit F-1 (or delegate) for each person for whom Access is requested.
 - 8.2.1. County is responsible for all activities that occur through its Access, including for any acts related to a lost or stolen User ID or password.
 - 8.2.2. Except as otherwise specified or approved by ODHS, neither County nor its Users shall modify, alter, delete, or destroy any Information Asset.
 - 8.2.3. County shall immediately notify ODHS when a User, group of Users, or County, no longer requires Access whether due to changes in duties or due to changes in County's programs related to this Agreement.
 - 8.2.4. County is responsible for ensuring account information for its Users is accurate, complete, and up to date.
- 8.3. **Security.** County shall maintain security of equipment and hardware, and ensure the proper handling, storage and disposal of all State of Oregon Information Assets accessed, obtained, or reproduced by County and its Users to prevent inadvertent destruction or loss.
- 8.4. **Prevention of Unauthorized Access.** County shall employ privacy and security controls that meet or exceed the standards set in laws, rules, and regulations that are applicable to Access to prevent any Access to State of Oregon Network and Information Systems or Information Assets by its Users that is not authorized in accordance with this PSA and applicable law and shall implement and maintain such safeguards to prevent unauthorized Access.
- 8.5. **Access from Outside the US and its Territories.** Access to Systems from outside the United States and its territories is prohibited unless approved in advance in writing by the ODHS|OHA Chief Information Risk Officer (CIRO). If approved, County shall provide the ODHS Program Requestor identified in Section 4 of Exhibit F-1 with the IP addresses, or IP address range, to be used for Access. County shall immediately communicate to ODHS any changes to the provided IP addresses or IP range, or Access may be affected. Notwithstanding the foregoing, County shall not allow use of any Information Asset in any country or in any manner prohibited by governing applicable law, rule, or policy.

- 8.6. **Authorized Access and Use Only.** No User may Access or use State of Oregon Network and Information Systems or Information Assets for any purpose other than those specifically authorized under the Agreement and this PSA.
 - 8.6.1. Users shall not use Access to obtain or attempt to obtain Access, or any Data or Information Assets not authorized or intentionally made available.
 - 8.6.2. The use and disclosure of any Data is strictly limited to the minimum information necessary for the Work described in the Agreement.
- 8.7. **Revocation or Termination of Access.** Breach, or wrongful use or disclosure of Data by County or its Users, may cause the immediate revocation of the Access granted through this PSA, in the sole discretion of ODHS, or ODHS may specify a reasonable opportunity for County to cure the unauthorized use or disclosure and end the violation, and terminate the Access if County does not do so within the time specified by ODHS. Legal actions also may be taken for violations of applicable regulations and laws.
- 8.8. **No Unauthorized Distribution.** County shall not sell, make available, or provide Information Assets in any form to any other persons or organizations, and shall not use the Data for any purposes other than as allowed under the Agreement, this PSA, and applicable law.
- 8.9. **No Impairment.** County shall not use this Access in any manner which could damage, disable, overburden, or impair Network and Information Systems, or interfere with any other entity's use or benefit of Network and Information Systems.
- 8.10. **Prohibition on Data Mining.** County shall not use any data-mining technology on Network and Information Systems or State of Oregon Data for any non-authorized activity. For purposes of this requirement, "non-authorized activity" means the data mining or processing of State of Oregon Data, stored or transmitted for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security analysis that is not explicitly authorized under this PSA.
- 8.11. **Incidents and Breaches.** County shall comply, and shall cause its subcontractors to comply, with any requirements for identifying and addressing an Incident or Breach. This requirement applies regardless of whether the Incident or Breach was accidental or otherwise.

9. **SUSPENSION OR TERMINATION.**

- 9.1. Access may be terminated at any time by written agreement of the parties.
- 9.2. Access may be terminated by either party upon 30 calendar days' written notice to the other party.
- 9.3. Access may be terminated immediately upon written notice from County if the Access is no longer needed by County.
- 9.4. ODHS may immediately revoke the Access granted County for County's failure to comply with the requirements of this PSA. In such event, ODHS will provide immediate written notice to County's point of contact. ODHS may, to the extent it

determines it is reasonable and able to do so, provide advance written notice to County to cure any deficiency or breach under this PSA.

9.5. Either party may terminate Access, and ODHS may modify Access, upon written notice if there are changes to or revised interpretations of federal or state laws, rules, or regulations, or either party's policies that require such change.

10. RETURN OF INFORMATION ASSETS. Upon expiration or termination of the Agreement for any reason whatsoever, County shall comply with its obligations under this Agreement for return of property. In addition:

10.1. **Disposal.** County shall ensure the proper handling, storage and disposal of all State of Oregon Information Assets accessed, obtained, or reproduced by County and its Users to prevent inadvertent destruction or loss. County shall ensure proper disposal of equipment and Information Assets when authorized use ends, consistent with County's record retention obligations and obligations regarding Data under the Agreement, including this PSA.

10.2. **Sanitization.** Except as necessary to meet its records maintenance and audit obligations under the Agreement and applicable law, County shall not retain any copies of State of Oregon Data following expiration or termination of the Agreement. County shall notify ODHS of any conditions that make returning all such Data not feasible. Upon ODHS' written acknowledgement that returning all Data is not feasible, County shall purge or destroy retained State of Oregon Data in all its forms in accordance with the most current version of NIST SP 800-88 (or other agreed-upon standard) and on request provide ODHS with written certification of sanitization.

10.3. **Protections.** County shall maintain protections required by law and the Agreement, including this PSA, for any retained State of Oregon Data for so long as County (including through any third party) retains it.

11. COSTS. Each party will bear its own costs related to the acquisition of all equipment, software, data lines or connections necessary for Access, unless otherwise agreed to by written agreement between the parties. Each party is responsible for securing compatible hardware, equipment, and software, and network connections.

12. SURVIVAL. The provisions of this PSA which by their nature survive expiration or termination of this Agreement do so survive. This PSA applies to any Access by County, its employees, agents, providers, and subcontractors following its termination.

Exhibit F-1

Third Party Information System Access Request (MSC 0785)



SHARED SERVICES
Information Security and Privacy Office



Third Party Information System Access Request

Reset form

An DHS or OHA program completes this form to request access for a **third-party entity*** (*organization or individual*) to data within an DHS or OHA information system or network.

**Please note that each entity only needs one form.*

[i](#) Hover over **blue** text for more information.

Request type (<i>required</i>): Renewal without changes (user please add agreement number)	Agreement number: 172632
---	-----------------------------

Section 1. Third party information

This section defines the third party needing access to DHS/OHA network and information system(s). A third party is any individual or entity that is not part of the DHS/OHA workforce. Workforce means employees, volunteers, trainees and other individuals whose DHS or OHA work is under that agency's direct control. This applies to paid and unpaid workforce members.

Third-party agreement administrator contact information

This individual signs the contracts for the third party. (This is NOT a DHS/OHA employee.)

Organization/entity name: Marion County	
Contact name (<i>first, last</i>):	Troy Gregg
Position/title:	Program Services Coordinator
Work street address:	3030 Center St. N.E.,
City, State, ZIP:	Salem, OR 97301
Phone:	503-584-4806
Email:	tgregg@co.marion.or.us
Website address (<i>optional</i>):	

Additional contact for third party

*This individual will be the contact for setting up or terminating users for the third party. (This is **not** a DHS/OHA employee.)*

Same contact information as above.

Section 2. Governing contract details

A DHS/OHA employee fills out this section. If a [governing contract](#) applies, please complete all applicable fields, below.

Does a governing contract establish a need for access? Yes No

Background checks

Please ensure all applicable required background checks are completed. DHS and OHA systems containing or accessing regulated data may require additional background check requirements beyond the pre-employment background checks. Regulated data sets requiring additional background checks include but are not limited to:

- Criminal Justice Information (CJI) in the Criminal Justice Information Services (CJIS) policy, 5.12.1 Personnel Security Policy and Procedures
- Federal tax information (FTI) as documented in Internal Revenue Service (IRS) Publication 1075, 5.1.1 Background Investigation Minimum Requirements.

Direct questions related to the background check process to BCU.Info@state.or.us or 503-378-5470 or 1-888-272-5545.

Section 3. Access description

Reason for access

Describe in detail the [business need](#) for access:

3rd party requires access to OR-Kids to make eligibility determinations and document Title IV-E Youth in the care/custody of the juvenile department and support the pass through of Title IV-E Maintenance Funding reimbursement.

Requested access start date: _____

Method of access

Check all methods the third party will use to access DHS/OHA information systems.

- DHS/OHA on-site Will only use DHS/OHA supplied PC, laptop or workstation: Yes No
- Remote access via [VPN](#) Will only use DHS/OHA supplied PC, laptop or workstation: Yes No
- Remote access via [Citrix](#)
- Access to folder on [Secure File Transfer Protocol \(SFTP\) server](#)
- Other (*explain below*): Will only use DHS/OHA supplied PC, laptop or workstation: Yes No

Access and information flow will occur from:

DHS/OHA to third party (i.e., third party has access to DHS/OHA's information assets and systems) ▾

Scope of access

List all system names the third party needs to access. (*This form authorizes access for the third-party organization as a whole. A partner number [P#] and a network login are needed to access the following information systems. The system-specific [individual user access request forms](#) must be used to request access for individual third-party employees using the system.*)

- Email:** DHS/OHA email account authorized. This authorizes the third party to get DHS/OHA email accounts after receiving a completed individual user access request form for each individual.

Network: Network login authorized. This authorizes the third party to get DHS/OHA network login IDs after receiving a completed individual user access request form for each individual.

System 1	
Name of system: OR-Kids	
Type of access requested: Read/write (please describe): <input type="text"/>	
Description of access: 3rd party requires access to OR-Kids to make eligibility determinations and document Title IV-E Youth in the care/custody of the juvenile department and support the pass through of Title IV-E Maintenance Funding reimbursement. OR-Kids access using OR ID and user connection to security group JD / OYA *This is dependent on the role within JD / OYA*	
Expiration date of access: 09/30/2027	
Information type	
Will information being shared or accessed be identifiable (i.e., names, DOB, address, etc.)? <input checked="" type="radio"/> Yes <input type="radio"/> No	
If yes, what protected information will be shared or accessed? (Check all that apply.)	
<input type="checkbox"/> Protected health information (PHI)	<input checked="" type="checkbox"/> Personally identifiable information (PII)
<input checked="" type="checkbox"/> Financial information	<input type="checkbox"/> Federal tax information (FTI)
<input type="checkbox"/> Criminal justice information (CJI)	<input type="checkbox"/> Payment card information (PCI)
<input type="checkbox"/> Social Security Administration (SSA data)	
<input type="checkbox"/> Other (list below):	
Information owner review (internal use only)	
Name of reviewer: Cassie Budeau	Review date: 05/23/2025
Access determination:	
Role or group assigned (if applicable):	
Access is: Granted as requested	<input type="text"/>
Reason for determination:	
Add another system	Remove this system (above)

Check all methods the third party will use to access DHS/OHA information systems.

Section 4. Program sponsor

The **program sponsor** is the DHS or OHA manager who sponsors the requested access. That person must monitor and ensure the third party complies with the terms and conditions of the access agreement. (Note that the program sponsor is usually the contract administrator of the governing contract authorizing the access.)

Verification of need to know:	
<input checked="" type="checkbox"/> As program sponsor, I certify that sections 1 through 3 of this form note the minimum necessary access. Date: 05/23/2025	
Name (first, last):	Sherril Kuhns
Position/title:	Federal Policy & Resources Manager
Office:	ODHS

Program:	Office of Child Welfare Programs
District name:	Central Office
Work street address:	500 Summer Street NE, E-16
City, State, ZIP:	Salem, OR 97301
Phone (include ext.):	503-569-6148
Email:	sherril.kuhns@odhs.oregon.gov

Section 5. Program requestor

The **program requestor** is the DHS or OHA staff person who works with the third party on a day-to-day basis. That person requests the access agreement for the third party. The requestor can be the same person as the program sponsor or contract administrator. However, a program can list separate requestors/contract administrators. This will ensure all relevant parties receive contract communication and expiration notices.

Check this box and skip this section if the program requestor is also the program sponsor.

Submission

Click the submit button below to submit electronically, or email this completed form to the Information Exchange (InfoEx) Program within the Information Security and Privacy Office at DHSOHA.InfoEx@dhsoha.state.or.us. You can also email this address if you need more help.

Policy reference: <https://apps.state.or.us/Forms/Served/de090-003.pdf>

Submit by email

DHS/OHA Information Security and Privacy Office use only	
Date received: 05/23/2025	Date completed: 06/02/2025
Date approved by all information owners: 06/02/2025	Date executed: N/A
Notes: 785 on file. Part of the 118 process. PSA provided.	
Completed by: Molly Norris, Information Exchange Coordinator	

DOCUMENT RETURN STATEMENT

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

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

Document number: 172632 , hereinafter referred to as "Document."

I, <u>Troy Gregg</u>	<u>Director</u>
Name	Title

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

Marion County by email.

Contractor's name

On January 21, 2026 ,
Date

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

<small>DocuSigned by:</small>  <small>7B51EB55EA534E1...</small>	<u>2/5/2026</u>
Authorizing signature	Date

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