



OREGON

"Delivering Excellence Everyday"

MARION COUNTY BOARD OF COMMISSIONERS

Wednesday, October 21, 2026
Board Session 9:00 a.m.

Senator Hearing Room
555 Court Street NE, Salem

PUBLIC COMMENT

CONSENT

ASSESSOR'S OFFICE

1. Approve an order advancing tax levies to certain small taxing districts as referenced in Exhibit A, in the total amount of \$347,964.94 for tax year 2026-27.

PUBLIC WORKS

2. Approve the Purchase Order (PO) with Roberson Motors, Inc. in the amount of \$268,572 for the purchase of six 2026 Dodge Durango Pursuit, All Wheel Drive (AWD) vehicles to replace six vehicles that are at end of life as part of Marion County's Annual Scheduled Light Duty Fleet Replacement Plan with a PO ending term date of December 31, 2027.

3. Approve the Purchase Order (PO) with Dick Hannah Chevrolet in the amount of \$367,495 for the purchase of one 2027 Chevrolet Colorado, Four Wheel Drive (4WD); two 2027 Chevrolet Trax, four door sedans; one 2027 Chevrolet Trailblazer, All Wheel Drive (AWD); two 2027 Chevrolet Silverado, 4WD, regular cab; and three 2027 Chevrolet Silverado 4WD, double cab, as part of Marion County's Annual Scheduled Light Duty Fleet Replacement Plan with a PO ending term date of December 31, 2027.

4. Approve the Purchase Order (PO) with Custom Truck One Source (CTOS) Rentals, LLC, in the amount of \$195,488 for the purchase of one 2027 Ford F-550 regular cab, four-by-four, to provide a dedicated bucket truck for Marion County's aerial utility and maintenance operations with a PO ending term date of "upon delivery".

5. Approve the Purchase Order (PO) with Freightliner Northwest in the amount of \$268,523 for the purchase of one 2028 Freightliner, 10-yard dump truck equipped with plow bumper and sander controls to replace a 21-year-old dump truck that is at end of life with a PO ending term date of "upon delivery".

6. Approve the Purchase Order (PO) with Carson Oil Company, Inc., in the amount of \$330,000 for the purchase of fuel for Marion County vehicles at secondary locations where county fueling stations are not readily available with a PO ending term date of June 30, 2028.

7. Approve Amendment #3 to the Construction Contract with Farline Bridge, Inc. to add \$119,536.84 of which an estimated \$107,260.41 will utilize federal funding and an estimated \$12,276.43 will utilize county funding, for five change orders related to slope stabilization, aggregate, asphalt, and a water quality bioswale, with a new contract total of \$3,850,954.46 for the Rambler Drive SE: Little Pudding River Bridge Project, and extend the contract's ending term date to October 31, 2026.

8. Approve Amendment #1 to the Memorandum of Understanding (MOU) between the Marion County Board of Commissioners (BOC) and the Marion County Public Works Department to reduce funding for the American Rescue Plan Act (ARPA) Parkdale Park Development Project in the amount of \$18,517.75 for a new not-to-exceed MOU total of \$346,336.25; and close out the MOU.

ACTION

PUBLIC WORKS

9. Consider approval of an order initiating consideration of adoption of an update to the Marion County Rural Transportation System Plan and conforming amendments to the Marion County Comprehensive Plan and the Marion County Zoning Code; and schedule a public hearing for December 9, 2026. –Austin Barnes, Carl Lund, and Janelle Shanahan

CLERK'S OFFICE

10. Consider approval of an Intergovernmental Agreement (IGA) with Marion County Fire District #1 for the permanent location of a ballot drop box on Cordon Road. –Bill Burgess
Motion made and approved to add this item to the agenda.

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: 10/21/2026

Department: Assessor's Office

Title: Small District advance of taxes levied

Management Update/Work Session Date: 10/13/2026 Audio/Visual aids ☐

Time Required: 10 minutes Contact: Natasha McVey Phone: (503) 588-5144

Requested Action: Approve Order authorizing advance of taxes levied to small districts pursuant to ORS 311.392.

Issue, Description & Background: ORS 311.392 authorizes a county board of commissioners to advance the total amount of taxes levied by a taxing district if it is more economical for the county to do so. In the event that a county does advance taxes to a taxing district, a county board of commissioners can order the tax collector to revise the tax distribution schedule so that all taxes advanced by the county are allocated to the county upon payment by taxpayers. If a county advances taxes under ORS 311.392 prior to December 1, it may deduct the 3% discount that otherwise would have been given by the district, as if all taxes had been paid by November 15. There are several small districts in Marion County, most of which are lighting districts. Due to their small size, it is most cost-effective to cut these small districts one check during the tax year.

Financial Impacts: A total of \$358,726.74, less a 3% discount will be distributed to the small taxing districts. The tax distribution schedule will be revised so that all taxes advanced by the county are allocated to the county upon payment by taxpayers. The total net distribution will be \$347,964.94.

Impacts to Department & External Agencies: None, beyond the process of cutting checks to each of the small taxing districts listed in Exhibit A to the proposed order, and the revision of the tax distribution schedule by the tax collector contemplated in ORS 311.392.

List of attachments: Proposed order, with list of taxing districts and the amount of distribution to each (minus the 3% discount allowed by ORS 311.392) attached as Exhibit A.

Presenter: Natasha McVey

Department Head Signature: *Natasha McVey*

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the Matter of advancing taxes for certain)
taxing districts for the year 2026-27)

ORDER No. 26-

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on October 21, 2026, upon the recommendation of Natasha McVey, Marion County Tax Collector, that Marion County advance to certain political subdivisions the total amount of taxes, assessments and charges levied by those subdivisions for the tax year 2026-27 pursuant to the authority granted the county by ORS 311.392.

IT APPEARING to the Marion County Board of Commissioners that ORS 311.392 authorizes counties to advance to municipalities from the county general fund, the total amount of taxes, assessments or other charges levied against property in the county by political subdivisions when, in the discretion of the Board of Commissioners, it is more economical than distributing tax money to them according to a percentage schedule; and

IT FURTHER APPEARING to the Marion County Board of Commissioners that it would be more economical to advance the total amount of taxes, assessments, or other charges to the taxing districts of Marion County whose assessments are so relatively small that it is burdensome to distribute them on a percentage schedule basis; and

IT FURTHER APPEARING to the Marion County Board of Commissioners that the tax collector has made his recommendation as to which taxing districts are of the character described above and the names of those taxing districts, along with the amount of

assessments for each, are as set out in Exhibit A, attached hereto and by this reference made part hereof; and

IT FURTHER APPEARING to the Marion County Board of Commissioners that if the county advances taxes before December 1, 2026, it may deduct the three percent discount that would have been given by the district had all the taxes been paid by November 16, 2026; and

IT FURTHER APPEARING to the Marion County Board of Commissioners, after reviewing the recommendation of the Marion County Tax Collector and being fully advised in the premises that it would be more economical to advance from the county general fund to the taxing districts named in Exhibit A the total amount of taxes, assessments or other charges levied by those subdivisions against property in Marion County for the tax year 2026-27; now, therefore,

IT IS HEREBY ORDERED that:

1. On or before November 30, 2026, the sum of \$358,726.74 less three percent, shall be paid from the general fund to the political subdivisions listed in Exhibit A and that this sum be apportioned among them according to the amounts appearing in Exhibit A as the amounts of their assessments, less three percent discount; and

2. The Marion County Tax Collector revises the tax distribution schedule so that all taxes, assessments and charges advanced by the county be allocated to the county.

DATED at Salem, Oregon, this 21th day of October, 2026.

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

**2026-27 Special Assessments
Advance to Districts ORS 311.392**

<u>District No.</u>	<u>District Name</u>	<u>Amount</u>	<u>Amount After 3% Discout</u>
230	S SANTIAM RIV WCD	605.76	587.59
9002	MILLRS DRAIN DIST	2,960.70	2,871.88
9008	K-MARDELL LTG	5,830.53	5,655.61
9015	K-APPLEBLOSSOM LTG	4,056.62	3,934.92
9019	K-ARNOLD WAY LTG	1,393.59	1,351.78
9022	K-NORTHVIEW TERRACE LTG	6,344.22	6,153.89
9023	K-MCNARY HTS LTG	4,512.64	4,377.26
9024	K-CEDAR PARK LTG	1,084.71	1,052.17
9025	K-MENLO LTG	1,997.73	1,937.80
9026	K-SHADY LANE LTG	4,576.12	4,438.84
9028	K-NORTHWOOD PARK #1 LTG	2,835.14	2,750.09
9032	DELINQUENT KEIZER SEWER	4,425.94	4,293.16
9034	K-GREENWOOD DRIVE LTG	2,520.64	2,445.02
9035	CHATEAU RANCHETTES LTG	2,795.00	2,711.15
9041	K-WILARK PARK #6 LTG	758.70	735.94
9042	K-WILARK PARK ANNEX LTG	749.44	726.96
9043	K-NORTHWOOD PARK #2 LTG	2,343.07	2,272.78
9044	K-MAI-LIN #2 LTG	726.11	704.33
9045	K-MCLEOD PARK LTG	1,517.40	1,471.88
9046	K-LANCER PARK LTG	1,691.90	1,641.14
9047	K-HILLIGOSS LTG	868.00	841.96
9048	K-CARLHAVEN ADDN LTG	645.68	626.31
9049	K-WINDSOR EST LTG	1,178.29	1,142.94
9050	K-WHITAKER PARK LTG	3,999.06	3,879.09
9079	K-ANDREW PARK LTG	890.25	863.54
9080	K-GLYNBROOK LTG	3,819.27	3,704.69
9081	K-LAWNDALE LTG	1,943.78	1,885.47
9083	K-PALMA CIEA #5 LTG	1,492.70	1,447.92
9084	K-WILARK PARK ADDN #5 LTG	983.88	954.36
9087	K-CARLHAVEN #2 LTG	749.00	726.53
9094	K-WILL MANOR #4 LTG	2,193.05	2,127.26
9095	K-WHEATLAND LN LTG	389.69	378.00
9097	K-CHEMAWA PARK LTG	1,334.16	1,294.14
9108	K-MCLEOD PARK #2 LTG	1,475.82	1,431.55
9120	K-CHEMAWA EST #1 LTG	1,714.80	1,663.36
9122	K-6 SUB LTG	630.75	611.83
9125	DELINQUENT LBSH VLG S&D	12,609.80	12,231.51
9126	K-MCLEOD EST LTG	3,711.10	3,599.77

**2026-27 Special Assessments
Advance to Districts ORS 311.392**

<u>District No.</u>	<u>District Name</u>	<u>Amount</u>	<u>Amount After 3% Discout</u>
9128	K-CHEHALIS LTG	499.52	484.53
9129	K-DENNIS LANE LTG	2,587.20	2,509.58
9130	K-CRESTWOOD VLG LTG	505.68	490.51
9131	K-CHEMAWA EST #2 LTG	1,958.74	1,899.98
9132	K-CHARLOTTE LTG	2,583.24	2,505.74
9142	K-RIVERVIEW N LTG	1,472.62	1,428.44
9143	K-MEADOWBROOK LTG	577.17	559.85
9144	K-JUNIPER LTG	1,163.40	1,128.50
9146	K-TERRACE GLEN LTG	788.48	764.83
9147	K-WEDGEWOOD EST LTG	1,241.60	1,204.35
9148	K-JULIE EST LTG	1,443.80	1,400.49
9150	K-KEPHART EST LTG	2,156.40	2,091.71
9159	K-JOHNISEE ADDN LTG	490.62	475.90
9161	K-WALENWOOD LTG	260.46	252.65
9162	K-WARNER PARK LTG	260.46	252.65
9163	K-SPRINGTIME PARK LTG	744.90	722.55
9164	K-STONEHEDGE LTG	5,750.00	5,577.50
9165	K-RIVERVIEW N #2 LTG	1,548.12	1,501.68
9182	K-VISTA VIEW LTG	2,902.80	2,815.72
9183	K-NORTHRIDGE PARK LTG	1,043.20	1,011.90
9184	K-JUNIPER #2 LTG	1,703.73	1,652.62
9185	K-KEIZER HTS LTG	3,212.80	3,116.42
9191	K-CLARK LTG	645.68	626.31
9192	K-FRIENDSHIP ADDN LTG	492.84	478.05
9193	K-#10 @ MCNARY LTG	984.20	954.67
9194	K-BUCHHOLZ ADDN LTG	690.60	669.88
9195	K-PARKLAWN ADDN LTG	437.28	424.16
9205	K-GLYNBROOK #2 LTG	3,594.36	3,486.53
9206	K-4 WINDS ADDN LTG	6,726.87	6,525.06
9207	K-FERNBROOK LTG	1,786.59	1,732.99
9208	K-EDEN EST LTG	3,243.60	3,146.29
9209	K-COUNTRY CLUB EST LTG	1,661.24	1,611.40
9212	K-LAWNDALE I #2 LTG	2,806.44	2,722.25
9213	K-STONEHEDGE #2 LTG	4,013.90	3,893.48
9215	K-GARY ST LTG	1,297.22	1,258.30
9216	K-ARNOLD ST #2 LTG	1,306.36	1,267.17
9217	K-4 WINDS #2 LTG	718.60	697.04
9218	K-GREENWAY LTG	918.18	890.63

**2026-27 Special Assessments
Advance to Districts ORS 311.392**

<u>District No.</u>	<u>District Name</u>	<u>Amount</u>	<u>Amount After 3% Discout</u>
9219	K-NOON AVE LTG	1,400.32	1,358.31
9220	K-STONEHEDGE #3 LTG	1,498.88	1,453.91
9221	K-STONEHEDGE #4-5 LTG	1,719.26	1,667.68
9227	K-WILLOW LAKE LTG	2,212.32	2,145.95
9228	K-MEADOWS LTG	3,787.84	3,674.20
9231	K-4 WINDS #3 LTG	700.16	679.16
9232	K-WHITEAKER HTS LTG	1,849.98	1,794.48
9234	K-MEADOWS #3 LTG	2,367.40	2,296.38
9235	K-MEADOWS #2 LTG	2,502.68	2,427.60
9236	K-MEADOWS #4 LTG	2,637.96	2,558.82
9237	K-ORCHARD CREST LTG	2,688.16	2,607.52
9238	K-STONEHEDGE #6 LTG	1,719.26	1,667.68
9239	K-SPRINGMEADOWS LTG	4,820.86	4,676.23
9241	K-WILLOW LAKE #2-3 LTG	4,496.64	4,361.74
9243	DELINQUENT BROOKS WATER	6,218.37	6,031.82
9246	K-CHERRYLAWN CT LTG	572.56	555.38
9247	K-ORCHARD CREST #3 LTG	2,131.15	2,067.22
9248	K-MAX COURT LTG	600.10	582.10
9249	K-MEADOWS #5 LTG	2,840.88	2,755.65
9250	K-ORCHARD CREST #2 LTG	2,652.12	2,572.56
9251	K-RIVERCREST #1-2 LTG	2,290.64	2,221.92
9253	K-MEADOWS #6 LTG	2,096.84	2,033.93
9254	K-MEADOWS #7 LTG	2,164.48	2,099.55
9255	K-TIMBERVIEW #3 LTG	709.80	688.51
9256	K-APPLETREE LTG	3,325.50	3,225.74
9257	K-BRIARWOOD LTG	3,282.81	3,184.33
9258	K-HIDDEN CREEK LTG	3,769.56	3,656.47
9259	K-CATERWOOD LTG	2,712.18	2,630.81
9260	K-PARKMEADOW APT LTG	1,130.80	1,096.88
9261	K-NORTHRUP/SHIRE LTG	611.28	592.94
9263	K-FIRCON E LTG	2,305.50	2,236.34
9264	K-HIDDEN CRK #2 LTG	974.56	945.32
9265	K-CLEARLAKE LTG	3,153.64	3,059.03
9266	K-SPRINGRIDGE LTG	2,077.12	2,014.81
9267	K-RIDGE LTG	1,452.88	1,409.29
9268	K-NORTHSIDE LTG	3,043.97	2,952.65
9269	K-HOMESTEAD/CLEARVIEW LTG	463.60	449.69
9270	K-HONEYSUCKLE LTG	1,738.00	1,685.86

**2026-27 Special Assessments
Advance to Districts ORS 311.392**

<u>District No.</u>	<u>District Name</u>	<u>Amount</u>	<u>Amount After 3% Discout</u>
9272	K-LARSON PARK LTG	505.68	490.51
9273	K-BAILEY LTG	496.50	481.61
9274	K-STICKLES ADDN LTG	266.58	258.58
9275	K-CEDAR BLUFF LTG	1,926.45	1,868.66
9276	K-KOUFAX LANE LTG	1,663.62	1,613.71
9277	K-HIDDEN CRK #3 LTG	827.64	802.81
9278	K-ALDER/HOLLY LTG	493.83	479.02
9282	K-3RD AVE N LTG	2,350.68	2,280.16
9283	K-HIDDEN CRK #4 LTG	1,184.25	1,148.72
9284	K-JACOB E LTG	930.10	902.20
9286	K-TECUMSEH LTG	1,205.61	1,169.44
9287	K-TEPPER LTG	2,175.32	2,110.06
9288	K-WESTMORE LTG	1,572.24	1,525.07
9292	K-PINEHURST LTG	3,641.16	3,531.93
9293	K-LEEWOOD MEADOWS LTG	2,823.12	2,738.43
9294	K-BROWER PLACE LTG	1,944.63	1,886.29
9295	K-HIGHLANDS LTG	3,637.80	3,528.67
9296	K-JACOB E #2 LTG	1,209.06	1,172.79
9297	K-BAHNSEN WOODS LTG	3,763.20	3,650.30
9298	K-FOREST RIDGE LTG	3,164.15	3,069.23
9299	K-WHEATLAND TERRACE LTG	872.95	846.76
9300	K-WATERFORD LTG	3,153.64	3,059.03
9306	K-ROCKLEDGE ADDN LTG	749.44	726.96
9307	K-WITTENBERG LTG	1,658.37	1,608.62
9308	K-JORDAN RUN LTG	885.94	859.36
9309	K-PRAIRIE CLOVER LTG	665.88	645.90
9310	K-VINEYARDS LTG	5,666.40	5,496.41
9311	K-HIGHLANDS N LTG	504.96	489.81
9312	K-CHEMAWA GLEN LTG	2,548.28	2,471.83
9315	K-SPARROW ADDN LTG	684.24	663.71
9316	K-VINEYARDS #2 LTG	3,551.64	3,445.09
9317	K-HIDDEN CREEK #5 LTG	922.10	894.44
9318	K-BARNICK EST LTG	1,365.12	1,324.17
9319	K-MCLEOD ACRES LTG	884.10	857.58
9321	K-BEIER EST LTG	1,598.22	1,550.27
9322	K-WESTMORE EAST N. LTG	500.40	485.39
9323	K-SHADY ADDN/RING LTG	918.18	890.63
9332	K-CLEAR LAKE HTS LTG	693.50	672.70

**2026-27 Special Assessments
Advance to Districts ORS 311.392**

<u>District No.</u>	<u>District Name</u>	<u>Amount</u>	<u>Amount After 3% Discout</u>
9333	K-PINE MEADOWS EST LTG	721.42	699.78
9334	K-MURPHY ADDN PH1 LTG	1,186.60	1,151.00
9335	K-MURPHY ADDN PH 2 LTG	237.32	230.20
9336	K-FULTZ EST LTG	936.30	908.21
9338	K-RICKMANS CROSSING LTG	703.00	681.91
9339	K-CEDAR TREE LTG	926.31	898.52
9340	K-WINDSOR WOODS LTG	3,267.44	3,169.42
9344	K-PEIRCE LTG	1,917.00	1,859.49
9345	K-FULTZ ESTATES PH2 LTG	474.48	460.25
9346	K-PLEASANTVIEW LTG	2,231.58	2,164.63
9350	K-HUNTER ADDITION II LTG	367.90	356.86
9351	K-HUNTER ADDITION I LTG	460.70	446.88
9352	K-LENT ESTATES LTG	750.60	728.08
9353	K-TREBBER LTG	1,382.55	1,341.07
9354	K-WINDSOR WOODS II LTG	1,938.30	1,880.15
9355	K-EVERWOOD MEADOWS LTG	952.50	923.93
9356	K-MEGAN LEE LTG	249.55	242.06
9358	K-CLEARLAKE MEADOWS LTG	237.55	230.42
9359	K-CLAGGET GROVE SUB LTG	349.50	339.02
9360	K-SELENA ESTATES LTG	827.56	802.73
9361	K-CANDLEWOOD IND PARK NE LTG	236.40	229.31
9363	K-BRIAN MEADOWS LTG	637.56	618.43
9365	K-JACOB ESTATES PH3 LTG	251.36	243.82
9366	K-MADALYN TERRACE LTG	385.98	374.40
9367	K-GRISWOLD PARTITION LTG	417.81	405.28
9368	K-HALEY ESTATES LTG	718.74	697.18
9370	K-WHEATLAND MEADOWS ESTATE LTG	1,209.54	1,173.25
9372	K-SARAH JEAN COURT LTG	246.75	239.35
9373	K-BENSON ESTATES LTG	460.70	446.88
9374	K-PEYTON-HAYLEY LTG	231.80	224.85
9375	K-MCGEE COURT LTG	252.80	245.22
9377	K-CRAFTSMAN RIDGE LTG	604.65	586.51
9378	K-TAYLOR RIDGE SUB KUD LTG	358.72	347.96
9379	K-TEETS ESTATES LTG	274.30	266.07
9384	K-AVALON MEADOWS LTG	3,056.13	2,964.45
9385	K-MAGEE ESTATES LTG	134.82	130.78
9386	K-MCNARY HGHTS ADDN LTG	829.95	805.05
9387	K-NEW DAY STREET LTG	249.48	242.00

**2026-27 Special Assessments
Advance to Districts ORS 311.392**

<u>District No.</u>	<u>District Name</u>	<u>Amount</u>	<u>Amount After 3% Discout</u>
9391	K-TATE ESTATES ST LTG	260.50	252.69
9392	K-ALDINE MEADOWS LTG	890.10	863.40
9393	K-WINDSOR ISLAND LTG	2,402.46	2,330.39
9394	K-NORTHFIELD ESTS LTG	1,778.28	1,724.93
9395	K-WILLOW LAKE VIEW LTG	1,004.09	973.97
9397	K-MISTY MEADOWS LTG	1,376.85	1,335.54
9399	K-BOWDEN MEADOWS LTG	2,774.08	2,690.86
9400	K-KEIZER STATION LTG AREA C	2,455.93	2,382.25
9403	K-GALINA COURT ST LTG	246.66	239.26
9404	K-PINECREST ADDN ST LTG	345.30	334.94
9405	K-SUMMERVIEW ESTS LTG	683.20	662.70
9406	K-SNOOK GROVE LTG	640.90	621.67
9407	K-STERLING MEADOW LTG	679.65	659.26
9408	K-AUBREY GLENN LTG	729.17	707.29
9462	K-NAOMIS START LTG	468.24	454.19
9467	K-BOHLANDER MEADOWS LTG	<u>416.70</u>	<u>404.20</u>
	Total	358,726.74	347,964.94

MARION COUNTY
2026 - 27 DISTRIBUTION RATES

<u>Fund No.</u>	<u>District No.</u>	<u>District Name</u>	<u>Amount</u>	<u>Distribution Rate</u>
99100	50	MARION COUNTY	110,001,249.91	0.171897713173
10100, 10101	100	AUMSVILLE	1,121,062.34	0.001751871481
10200, 10201	101	AURORA	414,948.94	0.000648436031
10300	102	DETROIT	96,795.35	0.000151261002
10405, 10406	103	DONALD	158,960.59	0.000248405922
10500, 10501	104	GATES	9,044.83	0.000014134254
10600	105	GERVAIS	1,187,609.54	0.001855864040
10700	106	HUBBARD	1,226,995.81	0.001917412520
10750	107	IDANHA	17,458.46	0.000027282139
10800, 10801	108	JEFFERSON	496,691.05	0.000776173505
10850	109	KEIZER	7,384,220.92	0.011539238788
10900	110	MILL CITY	141,332.71	0.000220859033
11000	111	MOUNT ANGEL	1,348,759.89	0.002107691875
11500, 11501	112	ST PAUL	33,020.75	0.000051601154
11100, 11101	113	SALEM	86,010,037.15	0.134406915448
11200	114	SCOTTS MILLS	14,623.11	0.000022851369
11300, 11301	115	SILVERTON	4,195,570.11	0.006556370113
11400	116	STAYTON	2,808,739.97	0.004389186288
11600, 11601	117	SUBLIMITY	271,138.98	0.000423705827
11700	118	TURNER	943,477.74	0.001474362028
11800, 11801	119	WOODBURN	17,276,483.33	0.026997765739
11104	126	SALEM BONDS	17,976,656.03	0.028091917724
10202	128	AURORA, BOND	480,341.41	0.000750624106
11302	129	SILVERTON LOCAL OPTION	275,669.01	0.000430784854
11403	134	STAYTON LIBRARY LOCAL OPT 26	472,624.38	0.000738564791
11105	136	SALEM LOCAL OPT LEVY 25	13,139,574.08	0.020533064290
20700	202	LYONS-MEHAMA WD	69,935.32	0.000109287136
21800	240	MARION SOIL & WTR	1,738,747.70	0.002717121430
65260	260	MC EXT & 4-H SERV DIST	1,806,275.32	0.002822646080
30100, 30101	300	AUMSVILLE FD	971,024.30	0.001517408727
30200	301	AURORA FD	856,311.54	0.001338148390
30403, 30404	302	MARION FD 1	8,549,622.60	0.013360398856
30450, 30451	303	DRAKES CROSSING FD	124,141.39	0.000193994351
30500	304	GATES FD	70,400.17	0.000110013552
30600, 30601	305	HUBBARD FD	344,515.35	0.000538370254
30700	306	IDANHA FD	157,153.22	0.000245581565
30800, 30801	307	JEFFERSON FD	824,337.85	0.001288183465
30900, 30901	308	KEIZER FD	4,316,844.02	0.006745883485
31005	309	SALEM SUBURBAN FD	898,392.60	0.001403907988
31100, 31101, 31102	310	MILL CITY FD	71,707.49	0.000112056486
31200, 31201	311	MONITOR FD	19,463.24	0.000030414986

MARION COUNTY
2026 - 27 DISTRIBUTION RATES

<u>Fund No.</u>	<u>District No.</u>	<u>District Name</u>	<u>Amount</u>	<u>Distribution Rate</u>
31300, 31301	312	MT ANGEL FD	599,742.03	0.000937210109
31400, 31401	313	ST PAUL FD	250,076.38	0.000390791540
31600, 31601	315	SILVERTON FD	1,999,216.20	0.003124152618
31800, 31801, 31802	317	POLK FD #1	53,489.21	0.000083586985
31900, 31901	318	STAYTON FD	1,585,073.34	0.002476976240
32000, 32001	319	SUBLIMITY FD	1,011,235.30	0.001580246003
32100	320	TURNER FD	1,836,836.72	0.002870404035
32200	321	WOODBURN FD	6,003,258.63	0.009381224585
32250	326	WOODBURN FD BOND	786,240.59	0.001228649307
30202	339	AURORA FD, LOCAL OPTION	1,531,482.44	0.002393230344
32002	341	SUBLIMITY FD BOND	199,001.73	0.000310977760
30701	343	IDANHA FD, LOCAL OPTION	64,407.18	0.000100648374
30903	344	KEIZER FD, LOCAL OPTION	3,159,601.23	0.004937473223
31804	345	POLK FD #1 BOND	3,624.50	0.000005663965
31805	346	POLK FD #1 LOCAL OPTION	27,744.02	0.000043355267
30551	348	GATES FD LOC OPT 2015	45,530.43	0.000071149890
30851	349	JEFF. FD LOC OPT LEVY	558,523.30	0.000872798065
31602	351	SILVERTON FD BOND '15	371,125.95	0.000579954338
30904	354	KEIZER FD BOND 2016	464,365.49	0.000725658716
32255	356	WOODBURN FD LOCAL OPT	1,145,329.59	0.001789793639
30604	357	HUBBARD FD LOCAL OPT	471,235.38	0.000736394216
30411	358	MARION FD 1 LOC OPT LEVY	4,444,264.69	0.006945002330
31403	359	ST PAUL FD LOCAL OPT 21	254,266.94	0.000397340081
31904	360	STAYTON FD LOCAL OPT '22	1,072,365.76	0.001675773884
31203	361	MONITOR FD, LOCAL OPT '23	18,220.79	0.000028473423
30103	362	AUMSVILLE FD LOCAL OPT 25	313,877.81	0.000490493315
50010, 50011	408	GERVAIS SCHOOL	3,986,689.18	0.006229954239
40101	409	GERVAIS SCHOOL BOND '24	1,652,488.05	0.002582324447
50150	410	CASCADE SCHOOL	8,166,448.29	0.012761616681
50100, 50101	412	SILVER FALLS SCHOOL	10,652,270.50	0.016646183025
50601, 50602	417	JEFFERSON SCHOOL	3,006,201.41	0.004697757054
50700, 50701	418	N MARION SCHOOL	5,302,385.05	0.008285977343
50900, 50901	420	SALEM-KEIZER SCHOOL	102,981,657.88	0.160928275838
51400, 51401	424	ST PAUL SCHOOL	1,097,565.52	0.001715153265
51001, 51002	436	N SANTIAM SCHOOL	7,000,342.94	0.010939356996
53000, 53001	437	MT ANGEL SCHOOL	1,854,293.47	0.002897683502
53300, 53301	439	WOODBURN SCHOOL	14,964,784.29	0.023385299709
53400, 53401	440	CENTRAL SCHOOL	95,527.21	0.000149279294
53900	443	SANTIAM CANYON SCHOOL	1,401,536.63	0.002190165492
50151	447	CASCADE SCHOOL BOND	1,916,124.06	0.002994305468
50102	448	SILVER FALLS SCH BOND	3,795,832.04	0.005931703938

MARION COUNTY
2026 - 27 DISTRIBUTION RATES

<u>Fund No.</u>	<u>District No.</u>	<u>District Name</u>	<u>Amount</u>	<u>Distribution Rate</u>
53402	449	CENTRAL SCHOOL BOND	50,498.53	0.000078913484
50915	451	SALEM-KEIZER SCH BONDS	61,297,744.64	0.095789294528
51003	452	N SANTIAM SCHOOL BOND	1,904,138.64	0.002975575987
53002	453	MT ANGEL SCHOOL BOND	1,377,540.19	0.002152666526
53304	454	WDBRN SCHL BOND 2015	6,655,479.42	0.010400442661
51403	455	ST PAUL SCHL BOND	860,793.79	0.001345152752
50603	457	JEFFERSON SCH BOND '17	807,893.52	0.001262486096
50702	458	N MARION SCHOOL BOND	2,472,155.69	0.003863209828
53601	459	SANTIAM CANYON SCH BOND	528,727.75	0.000826236894
40500	460	WILLAMETTE REG ESD	10,536,157.20	0.016464734080
40900	462	LINN-BENTON-LINCOLN ESD	87,424.06	0.000136616593
40700, 40701	500	CHEMEKETA COM COL	22,401,872.48	0.035007153584
40702	501	CHEMEKETA COM COL BOND	9,242,981.32	0.014443902711
80700	700	SILVER FALLS LIBRARY	1,206,782.43	0.001885825299
80701	701	REGIONAL LIBRARY	2,944,674.31	0.004601609348
60160	800	JEFFERSON PARK & REC	182,865.22	0.000285761418
70447	880	JORY APARTMENT TIF	338,693.41	0.000529272374
80100	900	SALEM MASS TRANSIT	15,968,107.43	0.024953181470
70830	926	TURNER URB RNW	105,100.68	0.000164239648
70900	930	SALEM UR SPECIAL LEVY	3,150,145.77	0.004922697283
70820	936	SILVERTON URB RNW	582,872.70	0.000910848597
70455	967	S WATERFRONT URA	768,518.88	0.001200955790
70300	970	RIVERFRONT URA	4,015,736.22	0.006275345721
70700	980	WEST SALEM URA	2,111,099.84	0.003298991921
70850	991	WOODBURN URB RNW	1,588,157.51	0.002481795837
61100	9004	FIRE PATROL	259,354.06	0.000405289666
60400	9009	ILLAHE LTG	9,478.60	0.000014812101
60900	9012	K-WILARK PARK LTG	10,511.08	0.000016425546
60550	9014	K-MAI-LIN LTG	9,658.38	0.000015093042
60800	9017	K-RIVERCREST LTG	19,288.75	0.000030142312
60450	9018	K-IVY WAY LTG	6,597.36	0.000010309620
60850	9030	SUNSET HAVEN LTG	20,616.40	0.000032217016
21300	9031	DELINQUENT EAST SALEM SEWER	297,248.93	0.000464507552
60270	9036	CENTURY MEADOWS LTG	8,466.00	0.000013229723
60760	9082	K-NORTHWOOD PARK #4 LTG	6,528.76	0.000010202420
60300	9086	K-HICKS JONES LTG	12,370.00	0.000019330460
60745	9096	K-NORTHTREE LTG	6,359.00	0.000009937138
60780	9141	K-PALMA CIEA LTG	25,854.08	0.000040401879
60880	9181	K-TIMBERVIEW LTG	6,284.92	0.000009821374
61200	9222	FIRE PATROL SURCH	106,826.72	0.000166936911
64000	9226	MFD COMMUNITIES RES CTR	51,246.37	0.000080082125

MARION COUNTY
2026 - 27 DISTRIBUTION RATES

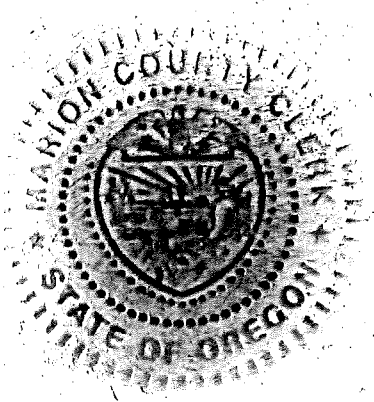
<u>Fund No.</u>	<u>District No.</u>	<u>District Name</u>	<u>Amount</u>	<u>Distribution Rate</u>
21250	9242	DELINQUENT BROOKS SEWER	56,713.96	0.000088626266
60275	9262	K-COUNTRY GLEN LTG	10,686.72	0.000016700017
60790	9285	K-PRAIRIE EST LTG	8,252.40	0.000012895932
20100	9337	AURORA AIRPORT WCD	131,814.00	0.000205984252
60340	9369	K-KEIZER STATION LTG AREA A	14,567.57	0.000022764577
21350	9383	FARGO INTERCHANGE SVC DIST	50,280.54	0.000078572833
21301	9463	ESSD STORM WATER FEE	612,015.54	0.000956389785
21302	9464	LAW ENFORCEMENT FEE	2,205,372.00	0.003446309963
21303	9465	E SALEM ST LTG SUBDIST	<u>323,912.41</u>	<u>0.000506174272</u>
		Grand Total	639,922,706.83	1.000000000000



Tom Rohlfs, Marion County Assessor



Bill Burgess, Marion County Clerk





MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/21/26

Department: Public Works

Title: Purchase Order #951168 with Roberson Motors for Fleet Vehicle Purchases

Management Update/Work Session Date: 10/6/26 Audio/Visual aids ☐

Time Required: 5 min Contact: Michael Pierce Phone: 3196

Requested Action:

Approve Purchase Order No. 951168 with Roberson Motors in the amount of \$268,572 for the purchase of six (6) Dodge Durango all wheel drive Pursuit vehicles.

**Issue, Description
& Background:**

Approve purchase order for six (6) Dodge Durango AWD Pursuit vehicles to replace SH1709, SH2129, SH2130, SH2217, SH2220, and SH2222. All vehicles are currently a part of the Consolidated Fleet Program. These are all planned purchases for FY26/27 under CIP 27-329.

Financial Impacts:

These replacements are planned purchases included in the FY26/27 Capital Improvement Program (CIP 27-329).

**Impacts to Department
& External Agencies:**

None.

List of attachments:

Purchase Order No. 951168, Contract Review Sheet

Presenter:

Michael Pierce

**Department Head
Signature:**

BNicholas

Digitally signed by BNicholas
Date: 2026.09.23 10:56:42 -07'00'

Contract Review Sheet

Purchase Order

PW-7343-26Title: **FY26/27 Dodge - Annual Light Duty Fleet Replacement**Contractor's Name: **Roberson Motors Inc.**Department: **Public Works Department**Contact: **Jeniffer Scales**Analyst: **Kathleen George**Phone #: **(503) 588-5036**Term - Date From: **October 21, 2026**Expires: **December 31, 2027**Original Contract Amount: **\$ 268,572.00**Previous Amendments Amount: **\$ -**Current Amendment: **\$ -**New Contract Total: **\$ 268,572.00** 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

Purchase of six (6) Dodge Durango AWD Pursuit vehicles to replace units SH1709, SH2129, SH2130, SH2217, SH2220, and SH2222.

All six vehicles are currently part of the Consolidated Fleet Program and have exceeded their useful life cycle based on the fleet replacement scoring criteria. Replacement of these units is included in the FY 2026/27 Capital Improvement Program (CIP 27-329).

This purchase will be made utilizing State of Oregon Price Agreement No. PO-10700-00018359.

Desired BOC Session Date: **10/21/2026**Contract should be in DocuSign by: **9/30/2026**Agenda Planning Date: **10/8/2026**Printed packets due in Finance: **10/6/2026**Management Update: **10/6/2026**BOC upload / Board Session email: **10/7/2026**BOC Session Presenter(s) **Michael Pierce**Code: **Y**

REQUIRED APPROVALS

 10/05/2026
Finance - Contracts Date

 10/05/2026
Contract Specialist Date

 10/05/2026
Legal Counsel Date

 10/05/2026
Chief Administrative Officer Date

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

MARION COUNTY TERMS AND CONDITIONS

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

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

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

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

5. WARRANTIES: Contractor agrees to perform its services with 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.

**SIGNATURE PAGE FOR
FY26/27 DODGE - ANNUAL LIGHT DUTY FLEET REPLACEMENT - PW-7343-26
between
MARION COUNTY and ROBERSON MOTORS INC.**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

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

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

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

Authorized Signature: <u>Brian Nicholas</u> Brian Nicholas (Oct 5, 2026 09:20:25 PDT)	10/05/2026
Department Director or designee	Date

Authorized Signature: <u>Jan Fritz</u> Jan Fritz (Oct 5, 2026 10:11:02 PDT)	10/05/2026
Chief Administrative Officer	Date

Reviewed by Signature: <u>Andrew Wittendorf</u>	10/05/2026
Marion County Legal Counsel	Date

Reviewed by Signature: <u>Michaela Gray</u>	10/05/2026
Marion County Contracts & Procurement	Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/21/26

Department: Public Works

Title: FY26/27 Consolidated Fleet Chevrolet Replacement

Management Update/Work Session Date: 10/6/26 Audio/Visual aids ☐

Time Required: 5 min Contact: Michael Pierce Phone: 3196

Requested Action:

Approval of Contract Purchase Order #951165 in the amount of \$367,495.

Issue, Description
& Background:

Approval is requested for the purchase of nine vehicles for the consolidated fleet program. One Chevrolet Colorado Crew Cab, Two Chevrolet Trax, One Chevrolet Trailblazer, Two Chevrolet 1500 4WD Regular Cabs, Three Chevrolet 1500 4WD Double Cabs.

At this time, Chevrolet has pricing available only for the Colorado. Chevrolet anticipates a 9% manufacturer price increase this year, which has been incorporated into the available pricing information. An additional 10% contingency has been included in the requested amount to account for the possibility that the anticipated increase may differ from actual pricing when the remaining vehicles become available for ordering.



Financial Impacts:

These replacements are planned purchases included in the FY26/27 Capital Improvement Program (CIP 27-329).

Impacts to Department
& External Agencies:

None.

List of attachments:

Signature page, PO#951165, Contract Review Sheet

Presenter:

Michael Pierce

Department Head
Signature:

Brian Nicholas

Brian Nicholas (Oct 5, 2026 12:24:05 PDT)

Contract Review Sheet

Purchase Order

PW-7342-26Title: **FY26/27 Chevrolet - Annual Light Duty Fleet Replacement**Contractor's Name: **Dick Hannah Chevrolet**Department: **Public Works Department**Contact: **Jeniffer Scales**Analyst: **Kathleen George**Phone #: **(503) 588-5036**Term - Date From: **October 21, 2026**Expires: **December 31, 2027**Original Contract Amount: **\$ 367,495.00**Previous Amendments Amount: **\$ -**Current Amendment: **\$ -**New Contract Total: **\$ 367,495.00**Amd% **0%**Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%Source Selection Method: **10-0400 Cooperative**Cooperative# **10700-00012917**

Description of Services or Grant Award

Purchase of nine (9) vehicles for the Consolidated Fleet Program, consisting of:

One (1) Chevrolet Colorado Crew Cab

Two (2) Chevrolet Trax

One (1) Chevrolet Trailblazer

Two (2) Chevrolet 1500 4WD Regular Cab

Three (3) Chevrolet 1500 4WD Double Cab

At this time, Chevrolet has pricing available only for the Colorado. Chevrolet anticipates a 9% manufacturer price increase for the upcoming model year, which has been incorporated into the currently available pricing information.

An additional 10% contingency has been included in the requested amount to account for the possibility that the anticipated manufacturer price increase may differ from the actual pricing when the remaining vehicles become available for ordering.

This purchase will be made utilizing State of Oregon Price Agreement No. PO-10700-00012917.

Desired BOC Session Date: **10/21/2026**Contract should be in DocuSign by: **9/30/2026**Agenda Planning Date: **10/8/2026**Printed packets due in Finance: **10/6/2026**Management Update: **10/6/2026**BOC upload / Board Session email: **10/7/2026**BOC Session Presenter(s) **Michael Pierce**Code: **Y**

REQUIRED APPROVALS

 10/01/2026

Finance - Contracts Date

 10/01/2026
Jeniffer Scales (Oct 1, 2026 09:06:48 PDT)

Contract Specialist Date

 10/05/2026

Legal Counsel Date

 10/05/2026
Jan Fritz (Oct 5, 2026 12:48:41 PDT)

Chief Administrative Officer Date



MARION COUNTY FINANCE DEPARTMENT

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

DICK HANNAH CHEVROLET
36936 HWY 26
SANDY OR 97055

Purchase Order		
Purchase Order No	Revision	Page
951165		1
Ship To: MARION COUNTY PUBLIC WORKS 5155 SILVERTON RD NE SALEM OR 97305		
Bill To: MARION COUNTY PUBLIC WORKS 5155 SILVERTON RD NE SALEM OR 97305		

Customer Acct No	Supplier No 601141	Order Date / Buyer J SCALES	Revised Date / Buyer J SCALES
Payment Terms IMMEDIATE	Ship Via BEST METHOD	F.O.B DESTINATION	
Freight Terms PREPAID	Request Or Deliver To ERIC STEWART	Confirm To / Telephone ()	

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
1	CE#27-329 2027 CHEVROLET COLORADO 4WD		1			\$38,329
	CE#27-329 2027 CHEVROLET TRAX 4 DOOR SEDAN		2			\$55,248
	CE#27-329 2027 CHEVROLET TRAILBLAZER, AWD, 4 DOOR		1			\$31,126
	CE#27-329 2027 CHEVROLET SILVERADO 1500 4WD, REGULAR CAB		2			\$96,326
	CE#27-329 2027 CHEVROLET SILVERADO 1500 4WD, DOUBIE CAB		3			\$146,466
Total						\$367,495

INSTRUCTIONS TO VENDOR

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

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

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

MARION COUNTY TERMS AND CONDITIONS

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

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

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

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

5. WARRANTIES: Contractor agrees to perform its services with 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.

**SIGNATURE PAGE FOR
FY26/27 CHEVROLET - ANNUAL LIGHT DUTY FLEET REPLACEMENT - PW-7342-
26
between
MARION COUNTY and DICK HANNAH CHEVROLET**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair	Date
Commissioner	Date
Commissioner	Date
Authorized Signature: <u><i>Brian Nicholas</i></u>	10/05/2026
Brian Nicholas (Oct 5, 2026 12:24:05 PDT)	
Department Director or designee	Date
Authorized Signature: <u><i>Jan Fritz</i></u>	10/05/2026
Jan Fritz (Oct 5, 2026 12:48:41 PDT)	
Chief Administrative Officer	Date
Reviewed by Signature: <u><i>Andrew Wittendorf</i></u>	10/05/2026
Andrew Wittendorf	
Marion County Legal Counsel	Date
Reviewed by Signature: <u><i>Julia Greig</i></u>	10/01/2026
Julia Greig	
Marion County Contracts & Procurement	Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/21/26

Department: Public Works

Title: Purchase Order 951161 for Purchase of a Ford F-550 Aerial Lift Bucket Truck

Management Update/Work Session Date: 10/6/26 Audio/Visual aids ☐

Time Required: 5 min Contact: Michael Pierce Phone: 3196

Requested Action:

Approve Purchase Order No. 951161 with Custom Truck One Source in the amount of \$195,488 for the purchase and upfitting of a 2027 Ford F-250 Aerial Lift Bucket Truck.

Issue, Description & Background:

Purchase of a 2027 Ford F-550 4x4 equipped with a Terex LT 40 Line Body Aerial Lift is proposed to provide a dedicated bucket truck for the County's aerial utility and maintenance operations.

The vehicle will provide the necessary capability to safely perform work requiring elevated access, including maintenance and service activities involving utility infrastructure, signs, lighting, trees, and other County assets. The 4x4 chassis and aerial lift configuration will provide the mobility, reach, and operational capacity necessary to support field operations while improving the County's ability to perform elevated work safely and efficiently.

Financial Impacts:

This is a planned purchase for FY26/27 under CE#27-308 in the amount of \$195,488.

Impacts to Department & External Agencies:

None.

List of attachments:

Purchase Order #951161, Contract Review Sheet

Presenter:

Michael Pierce

Department Head Signature:

BNicholas Digitally signed by BNicholas
Date: 2026.09.23 10:35:08 -07'00'

Contract Review Sheet

Purchase Order

PW-7339-26Title: **2027 Ford F-550 Aerial Lift Bucket Truck**Contractor's Name: **Custom Truck One Source (CTOS- Rentals)**Department: **Public Works Department**Contact: **Jeniffer Scales**Analyst: **Kathleen George**Phone #: **(503) 588-5036**Term - Date From: **upon execution**Expires: **upon delivery**Original Contract Amount: **\$ 195,488.00**Previous Amendments Amount: **\$ -**Current Amendment: **\$ -**New Contract Total: **\$ 195,488.00**Amd% **0%**Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%Source Selection Method: **10-0400 Cooperative**Cooperative# **091125-CUK**

Description of Services or Grant Award

Purchase of a 2027 Ford F-550 4x4 equipped with a Terex LT 40 Line Body Aerial Lift is proposed to provide a dedicated bucket truck for the County's aerial utility and maintenance operations.

The vehicle will provide the necessary capability to safely perform work requiring elevated access, including maintenance and service activities involving utility infrastructure, signage, lighting, trees, and other County assets.

The 4x4 chassis and aerial lift configuration will provide the mobility, reach, and operational capacity necessary to support field operations while improving the County's ability to perform elevated work safely and efficiently.

This is a planned purchase for FY26/27 under CE#27-308 in the amount of \$195,488.

Purchase made pursuant to Sourcewell Contract No. 0191125-CUK.

Desired BOC Session Date: **10/21/2026**Contract should be in DocuSign by: **9/30/2026**Agenda Planning Date: **10/8/2026**Printed packets due in Finance: **10/6/2026**Management Update: **10/6/2026**BOC upload / Board Session email: **10/7/2026**BOC Session Presenter(s) **Michael Pierce**Code: **Y**

REQUIRED APPROVALS

 09/29/2026

Finance - Contracts Date

 09/25/2026
Jeniffer Scales (Sep 25, 2026 09:31:31 PDT)

Contract Specialist Date

 09/30/2026

Legal Counsel Date

 09/30/2026
Jan Fritz (Sep 30, 2026 22:09:26 PDT)

Chief Administrative Officer Date

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.

SIGNATURE PAGE FOR
2027 FORD F-550 AERIAL LIFT BUCKET TRUCK - PW-7339-26
between
MARION COUNTY and CUSTOM TRUCK ONE SOURCE

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

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

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

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

Authorized Signature:	<u>Brian Nicholas</u> Brian Nicholas (Sep 29, 2026 14:33:07 PDT)	09/29/2026
	Department Director or designee	Date

Authorized Signature:	<u>Jan Fritz</u> Jan Fritz (Sep 30, 2026 22:09:26 PDT)	09/30/2026
	Chief Administrative Officer	Date

Reviewed by Signature:	<u>Andrew Wittenberg</u>	09/30/2026
	Marion County Legal Counsel	Date

Reviewed by Signature:	<u>William D. Jones</u>	09/29/2026
	Marion County Contracts & Procurement	Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/21/26

Department: Public Works

Title: Purchase Order No. 951162 for Purchase of a Freightliner 114SD Plus 10-Yard Dump Truck

Management Update/Work Session Date: _____ Audio/Visual aids ☐

Time Required: 10/6/26 Contact: Michael Pierce Phone: 3196

Requested Action: Approve Purchase Order No. 951162 with Freightliner Northwest in the amount of \$268,523 for the purchase of one (1) 2028 Freightliner 114SD Plus 10-Yard Dump Truck.

Issue, Description & Background: Purchase of a 2028 Freightliner 114SD Plus 10-yard dump truck equipped with a plow bumper, sander controls, and pre-wet system is proposed to replace Dump Truck 0PW541, a 21-year-old vehicle that has exceeded its useful life. This is a planned replacement identified in the FY26/27 Capital Improvement Program (CIP 27-305).
Replacement with a new Freightliner 114SD Plus will provide a modern, purpose-built dump truck equipped for the County's plowing, sanding, and winter-weather operations and will replace an asset that has exceeded its planned service life.

Financial Impacts: The proposed purchase will have a fiscal impact of \$268,523. This expenditure is included in the FY26/27 Capital Improvement Program as CIP 27-305.

Impacts to Department & External Agencies: None.

List of attachments: Purchase Order #951162, Contract Review Sheet.

Presenter: Michael Pierce

Department Head Signature: BNicholas Digitally signed by BNicholas
Date: 2026.09.23 10:41:47 -07'00'

Contract Review Sheet

Purchase Order

PW-7340-26Title: **2028 Freightliner 114SD plus - 10-yard dump truck with plow bumper, sander control, and pre-wet system.**Contractor's Name: **Freightliner Northwest**Department: **Public Works Department**Contact: **Jeniffer Scales**Analyst: **Kathleen George**Phone #: **(503) 588-5036**Term - Date From: **upon execution**Expires: **upon delivery**Original Contract Amount: **\$ 268,523.00**Previous Amendments Amount: **\$ -**Current Amendment: **\$ -**New Contract Total: **\$ 268,523.00**Amd% **0%**Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%Source Selection Method: **10-0400 Cooperative**Cooperative# **032824-DAI**

Description of Services or Grant Award

Purchase of a 2028 Freightliner 114SD Plus 10-yard dump truck equipped with a plow bumper, sander controls, and pre-wet system is proposed to replace Dump Truck 0PW541, a 21-year-old vehicle that has exceeded its useful life. This is a planned replacement identified in the FY26/27 Capital Improvement Program (CIP 27-305).

Replacement with a new Freightliner 114SD Plus will provide a modern, purpose-built dump truck equipped for the County's plowing, sanding, and winter-weather operations and will replace an asset that has exceeded its planned service life.

Purchase made pursuant to Sourcewell Contract No. 0032824-DAI.

Desired BOC Session Date: **10/21/2026**Contract should be in DocuSign by: **9/30/2026**Agenda Planning Date: **10/8/2026**Printed packets due in Finance: **10/6/2026**Management Update: **10/6/2026**BOC upload / Board Session email: **10/7/2026**BOC Session Presenter(s) **Michael Pierce**Code: **Y**

REQUIRED APPROVALS

 09/29/2026

Finance - Contracts Date

 09/28/2026
Jeniffer Scales (Sep 28, 2026 11:04:25 PDT)

Contract Specialist Date

 09/30/2026

Legal Counsel Date

 09/30/2026
Jan Fritz (Sep 30, 2026 22:08:40 PDT)

Chief Administrative Officer Date

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

SIGNATURE PAGE FOR
2028 FREIGHTLINER 114SC PLUS, 10 YARD DUMP TRUCK - PW-7340-26
between
MARION COUNTY and FREIGHTLINER NORTHWEST

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

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

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

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

Authorized Signature:	 Brian Nicholas (Sep 29, 2026 14:33:45 PDT)	09/29/2026
	Department Director or designee	Date

Authorized Signature:	 Jan Fritz (Sep 30, 2026 22:08:40 PDT)	09/30/2026
	Chief Administrative Officer	Date

Reviewed by Signature:		09/30/2026
	Marion County Legal Counsel	Date

Reviewed by Signature:		09/29/2026
	Marion County Contracts & Procurement	Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/21/26

Department: Public Works

Title: Purchase Order #951156 with Carson Oil for Card Lock Fueling Services

Management Update/Work Session Date: IBR: 8/18/26 & MU:10/6/26 Audio/Visual aids ☐

Time Required: 5 mins Contact: Michael Pierce Phone: ext. 3196

Requested Action:

Consider approval of contract PW-7321-26 and purchase order #951156 in the amount of \$330,000 for the purchase of fuel at secondary fueling locations.

Issue, Description & Background:

Secondary fueling locations allow county employees to refuel county vehicles in areas where county fueling stations are not readily available. They are used by many departments, including Sheriff's Office, Public Works, Health and Juvenile. Currently, the county purchases this fuel through the State of Oregon Price Agreement (SPA) #8518 with a term ending June 30th, 2028.

Financial Impacts:

The estimated expenditures for FY26/27 is \$160,000 and for FY27/28 is \$170,000, for a total of \$330,000.

Impacts to Department & External Agencies:

None.

List of attachments:

PO #951156, Contract Review Sheet, Signature Page

Presenter:

Michael Pierce

Department Head Signature:

BNicholas Digitally signed by BNicholas
Date: 2026.09.23 10:23:53 -07'00'

Contract Review Sheet

Purchase Order

PW-7321-26Title: Carson Oil Card Lock. Secondary Fueling SystemContractor's Name: Carson Oil Co., Inc.Department: Public Works DepartmentContact: Jeniffer ScalesAnalyst: Kathleen GeorgePhone #: (503) 588-5036Term - Date From: upon executionExpires: June 30, 2028Original Contract Amount: \$ 330,000.00Previous Amendments Amount: \$ -Current Amendment: \$ -New Contract Total: \$ 330,000.00 Amd% 0%Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%Source Selection Method: 10-0400 CooperativeCooperative# SPA#8518

Description of Services or Grant Award

Secondary fueling locations (ie: Pacific Pride) allow county employees to fill county vehicles in areas where county fueling stations are not readily available. They are used by many departments, including Sheriff's Office, Public Works, Health and Juvenile. Currently, the county purchases this fuel through the State of Oregon Price Agreement (SPA)#8518 with a term ending June 30th, 2028.

Desired BOC Session Date: 10/21/2026Contract should be in DocuSign by: 9/30/2026Agenda Planning Date: 10/8/2026Printed packets due in Finance: 10/6/2026Management Update: 10/6/2026BOC upload / Board Session email: 10/7/2026BOC Session Presenter(s) Michael PierceCode: Y

REQUIRED APPROVALS

 10/01/2026
Finance - Contracts Date

 10/01/2026
Contract Specialist Date

 10/05/2026
Legal Counsel Date

 10/05/2026
Chief Administrative Officer Date

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

MARION COUNTY TERMS AND CONDITIONS

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

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

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

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

5. WARRANTIES: Contractor agrees to perform its services with 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.

**SIGNATURE PAGE FOR
CARSON OIL CARD LOCK. SECONDARY FUELING SYSTEM - PW-7321-26
between
MARION COUNTY and CARSON OIL COMPANY**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

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

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

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

Authorized Signature: <u><i>Brian Nicholas</i></u> Brian Nicholas (Oct 5, 2026 12:23:28 PDT)	10/05/2026
Department Director or designee	Date

Authorized Signature: <u><i>Jan Fritz</i></u> Jan Fritz (Oct 5, 2026 12:49:25 PDT)	10/05/2026
Chief Administrative Officer	Date

Reviewed by Signature: <u><i>Andrew Wetendorf</i></u>	10/05/2026
Marion County Legal Counsel	Date

Reviewed by Signature: <u><i>Julia G. King</i></u>	10/01/2026
Marion County Contracts & Procurement	Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/21/2026

Department: Public Works

Title: Amendment #3 to Contract PW-6067-24 for the Rambler Bridge Rehabilitation Project

Management Update/Work Session Date: 9/22/2026 Audio/Visual aids ☐

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

Requested Action:

Approve Amendment No. 3 to Contract PW-6067-24 with Farline Bridge, Inc. for the Rambler Drive Road Bridge Rehabilitation Project, increasing the contract value by \$119,536.84, from \$3,731,417.62 to \$3,850,954.46.

**Issue, Description
& Background:**

Amendment No. 3 incorporates Construction Change Orders 6 thru 10 into the subject contract. These change orders include additional funding and contract time for shotcrete slope stabilization, additional aggregate/asphalt quantities, and necessary changes to a water quality bioswale.

Financial Impacts:

The total amendment cost is \$119,536.84 of which \$107,260.41 (89.73%) will be paid using Federal funds and \$12,276.43 (10.27%) will be paid using County Road funds.

**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 a stable and safe bridge.

List of attachments:

Amendment No. 03 to PW-6067-24

Presenter:

Ryan Crowther

**Department Head
Signature:**

BNicholas

Digitally signed by BNicholas
Date: 2026.09.23 09:50:24 -07'00'

Contract Review Sheet

Public Improvement Agreements

PW-6067-24 - Am3

Title: **Construction of Rambler Dr SE: Little Pudding River Bridge Project Structures**

Contractor's Name: **Farline Bridge, Inc.**

Department: **Public Works Department**

Contact: **Traci Clarke**

Analyst: **Kathleen George**

Phone #: **503-365-3100**

Term - Date From: **Execution**

Expires: **October 31, 2026**

Original Contract Amount: **\$ 3,342,909.73**

Previous Amendments Amount: **\$ 388,507.89**

Current Amendment: **\$ 119,536.84**

New Contract Total: **\$ 3,850,954.46**

Amd% **15%**

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

Source Selection Method: **40-0200 Invitation to Bid - Public Improvement**

ITB# **PW1491-24**

Description of Services or Grant Award

Federal construction project #C047(102) for rehabilitation of the existing Rambler Rd. timber bridge #B5419A which includes (1) replacing the decking system and installing a new deck membrane, (2) installing new thrie-beam rails and felloe guards, and (3) installing new guardrail and transitions.

Amendment 1 - increases contract by \$157,500.00 through change order #2 to add additional quantities of item 9999.539 Timber and Lumber, Stringers and in the introduction section 1.5 and Special Provision 00180.50(h) update contract time, replace July 31, 2025, with August 21, 2025.

Amendment 2 - increases contract by \$189,007.89 through change order #4 and 5 to add additional quantities of items 9999.539 Timber and Lumber, Stringers, 9999-0596 Contaminated Material Testing, 9999-0597 Modifications to Bridge Steel Paving Dam, 9999-0541 Timber Decking and in the introduction section 1.5 and Special Provision 00180.50(h) update contract time, replace August 21, 2025, with September 30, 2025.

Change order#9 to extend date to 8/12/26

Amendment 3- Includes cost, scope and contract time extensions from 8/12/2026 to 10/31/2026 incorporating construction contract change order's (CCO) 6-10. These change orders include additional costs and contract time completion for shotcrete slope stabilization, additional aggregate/asphalt quantities, and changes to a water quality bioswale. The total estimated cost is \$119,536.84 of which \$107,260.41 is estimated to be paid for with federal funds and \$12,276.43 is estimated to be paid with County Road funds for a new contract amount NTE of \$3,850,954.46.

Desired BOC Session Date: **10/21/2026**

Contract should be in DocuSign by: **9/30/2026**

Agenda Planning Date: **10/8/2026**

Printed packets due in Finance: **10/6/2026**

Management Update: **10/6/2026**

BOC upload / Board Session email: **10/7/2026**

BOC Session Presenter(s) **Ryan Crowther**

Code: **Y**

REQUIRED APPROVALS



10/05/2026

Finance - Contracts

Date



10/05/2026

Contract Specialist

Date

Legal Counsel

Date

Chief Administrative Officer

Date



AMENDMENT 3 to PW-6067-24
the CONSTRUCTION CONTRACT
between
MARION COUNTY and FARLINE BRIDGE, INC.

This is Amendment 3 to the Construction Contract (as amended from time to time, the “Contract”), dated June 05, 2024, between Marion County, a political subdivision of the State of Oregon, hereinafter called County, and Farline Bridge, Inc., hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~striketrough~~): Change orders 2024-452-CC06-CC10 attached to this Amendment, are hereby incorporated.

Page 1, Paragraph 2, 1st sentence: “Contractor, in consideration of the sum of ~~\$3,731,417.62~~ \$3,850,954.46 to be paid to the Contractor by the County...”

Page 14, In the Introduction section 1.5 and Special Provision 00180.50(h) – Contract Time, replace ~~September 30, 2025.~~ October 31, 2026.

Except as expressly amended above, all other terms and conditions of the original Contract and any previously executed amendments 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: _____
Department Director or designee Date _____

Authorized Signature: _____
Chief Administrative Officer Date _____

Reviewed by Signature: _____
Marion County Legal Counsel Date _____

Reviewed by Signature:  _____
Marion County Contracts & Procurement 10/05/2026
Date _____

FARLINE BRIDGE, INC. SIGNATURE

Authorized Signature: _____
Date _____

Title: _____

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS
CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

CONTRACT NAME: RAMBLER DR SE: LITTLE PUDDING RIVER BRIDGE

CONTRACT NO: 2024-452

CHANGE ORDER NO: 10
PW-6067-24

CONTRACTOR NAME: Farline Bridge, Inc.

ADDRESS:

1445 Miller Drive

Stayton OR 97383

U.S.A.

BILLING ADDRESS:

PO Box 149

Stayton OR 97383

Reason for Change Order: CCO10 - Added Level 2, 1/2" ACP & Costs for Changing Water Quality Swale details

The purpose of this change order is for the following:

1. During paving operations, unforeseen field conditions associated with the membrane resulted in the suspension of paving activities. Following the suspension of operations, the remaining area to be paved was insufficient to accommodate the specified 1/2-inch dense asphalt mix while maintaining the required placement and compaction requirements.

At the request of Marion County, the specified Level 2, 1/2-inch Asphalt Concrete Pavement (ACP) will be replaced with 3/8-inch ACP along the affected portion of the bridge. The 3/8-inch ACP was selected due to its suitability for placement at the reduced lift thickness and its ability to achieve improved compaction while reducing the potential for tearing and cracking during placement.

This change order provides for the additional costs associated with furnishing and installing 3/8-inch ACP in lieu of the specified Level 2, 1/2-inch ACP for the affected portion of the bridge. All other contract requirements, including applicable material, placement, and quality-control requirements, shall remain unchanged unless otherwise specified herein.

2. Following DOWL's approval of the water quality swale and subsequent inspection, ponding was observed within the swale, resulting in the facility not functioning as originally intended.

DOWL provided recommendations to address the observed ponding and improve the functionality of the water quality swale. The recommended corrective measures include modifications to the swale grading and revisions to the specified planting types.

This change order provides for the additional work and associated costs necessary to implement DOWL's recommended corrective measures, including the revised grading and planting requirements, to restore the water quality swale to its intended functional condition.

Contract Document Revisions (Plans/Specs):

Make the following changes to the Contract bid items:

Reduce the quantity of bid item 0744-0255, Level 2, 1/2" Dense, PG64-22 ACP, 285.45 Tons, at the agreed upon price of \$230.00/Ton.

Add bid item 0744-0205 (TN(TON)), Level 2 3/8" Dense, PG64-22 ACP, 285.45 Tons, at the agreed upon price of \$240.00/Ton.

Add bid item 9999-0660 Modifications to the Water Quality Swale, 1 Lump Sum, at the agreed upon price of \$30,010.92.

This change order adds sheet FA01 and replaces sheets HA01, HA02 with the ones dated 7/7/2026.

In the Introduction section 1.5 and Special Provision 00180.50(h) - Contract Time, replace this section with the following:

The Contractor shall complete all Work to be done under the Contract, except for Section 1040 Plant Establishment not later than October 31, 2026.

The Contractor shall complete all Work done under Section 1040 Plant Establishment not later than October 31, 2027.

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS
CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

Comply with Section 01040 of the Standard Specifications modified as follows:

1040.14 Topsoil - Replace this subsection with the following: Furnish a commercially available topsoil containing no substance detrimental to the growth of plants and free of plants designated by the Department of Agriculture as Type "A" or Type "B" weeds or use selected topsoil from site excavation collected from depth between 3 inches to 12 inches.

03020.10 Commercially Manufactured Compost - Replace this subsection with the following: Furnish a commercially available compost.

Project Number	Pay Item #	Item Description	Est Quan.	Unit	Agreed Price/Unit	Amount	Reason Code
2024-452-001	0180-0050	CONTRACT TIME CHANGE	1	LS (Lump Sum)	\$0.00	\$0.00	29
2024-452-001	0744-0205	LEVEL 2, 3/8" DENSE, PG 64-22, ACP	285.45	TN (Ton)	\$240.00	\$68,508.00	29
2024-452-001	0744-0255	LEVEL 2, 1/2" DENSE, PG 64-22, ACP	-285.45	TN (Ton)	\$230.00	(\$65,653.50)	29
2024-452-001	9999-0660	MODIFICATIONS TO WATER QUALITY SWALE	1	LS	\$30,010.92	\$30,010.92	21

Estimated Net Cost Effect of the Agreement on the Contract:

\$32,865.42

Reason Codes

29	Modifications to correct or accept deficiency in Contractor's workmanship or materials
21	Changes performed to meet or improve original quality and intent of project.

Specifications and provisions - The work to be done under this agreement is to be performed, measured, and paid for in accordance with the terms for the above contract except as modified as follows:

This shall be payment in full for all labor, equipment and material used to complete the work as specified.

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS
CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

Please indicate your agreement by signing, dating and returning the original to the construction manager. Work shall not begin until you are notified that this agreement has either been approved or that work may commence under advance approval. Your signature further indicates that payments in accordance with this agreement constitute full and complete compensation for all costs, both direct and indirect, arising out of the described alterations, extra work or claims for additional compensation covered by this agreement, and releases and discharges the county from all such costs except as provided herein.

[1#first_last#0]

Date: [1#obtained#1]

Contractor Signature

After contractor has signed the price agreement, the construction manager submits the original to the Director of Public Works. Upon approval by the Director Public Works, the contract is sent a copy of the approved price agreement.

For Office Use Only

[2#first_last#2]

[3#first_last#4]

Marion County Project Manager
Date: [2#obtained#3]

Marion County Capital Projects Manager
Date: [3#obtained#5]

[4#first_last#6]

Date: [4#obtained#7]

Marion County Engineer

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS
CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

CONTRACT NAME: RAMBLER DR SE: LITTLE PUDDING RIVER BRIDGE

CONTRACT NO: 2024-452

CHANGE ORDER NO: 9
PW-6067-24

CONTRACTOR NAME: Farline Bridge, Inc.

ADDRESS:
1445 Miller Drive

Stayton OR 97383
U.S.A.

BILLING ADDRESS:
PO Box 149
Stayton OR 97383

Reason for Change Order: Extend Contract Time to August 12, 2026

The purpose of this change order is to extend the contract time from November 30, 2025 to August 12, 2026. This is to cover the period of settling on the corrective work needed to allow for payment for work done in October 2025, and when that work was complete.

Contract Document Revisions (Plans/Specs):

Project Number	Pay Item #	Item Description	Est Quan.	Unit	Agreed Price/Unit	Amount	Reason Code
2024-452-001	0180-0050	CONTRACT TIME CHANGE	1	LS (Lump Sum)	\$0.00	\$0.00	29

Estimated Net Cost Effect of the Agreement on the Contract: \$0.00

Reason Codes

29	Modifications to correct or accept deficiency in Contractor's workmanship or materials
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Specifications and provisions - The work to be done under this agreement is to be performed, measured, and paid for in accordance with the terms for the above contract except as modified as follows:

This shall be payment in full for all labor, equipment and material used to complete the work as specified.

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS
CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

Please indicate your agreement by signing, dating and returning the original to the construction manager. Work shall not begin until you are notified that this agreement has either been approved or that work may commence under advance approval. Your signature further indicates that payments in accordance with this agreement constitute full and complete compensation for all costs, both direct and indirect, arising out of the described alterations, extra work or claims for additional compensation covered by this agreement, and releases and discharges the county from all such costs except as provided herein.

Unilateral

Date: 08/20/2026

Contractor Signature

After contractor has signed the price agreement, the construction manager submits the original to the Director of Public Works. Upon approval by the Director Public Works, the contract is sent a copy of the approved price agreement.

For Office Use Only

Mitch Hemmer

Marion County Project Manager
Date: 08/20/2026

Max Hepburn

For Marion County Capital Projects Manager
Date: 08/20/2026

Lani Radtke

Marion County Engineer

Date: 08/24/2026

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS
CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

CONTRACT NAME: RAMBLER DR SE: LITTLE PUDDING RIVER BRIDGE

CONTRACT NO: 2024-452

CHANGE ORDER NO: 8
PW-6067-24

CONTRACTOR NAME: Farline Bridge, Inc.

ADDRESS:
1445 Miller Drive
Stayton OR 97383

BILLING ADDRESS:
PO Box 149
Stayton OR 97383

Reason for Change Order: Asphalt de-escalation, Quantity overruns

Asphalt price adjustment for 930.7 Tons placed in October 2025.

Quantities added to account for overruns on aggregate shoulders, asphalt, and pile banding and epoxy repair as needed to complete the project as designed.

Contract Document Revisions (Plans/Specs):

Project Number	Pay Item #	Item Description	Est Quan.	Unit	Agreed Price/Unit	Amount	Reason Code
2024-452-001	0001-0801	ACP MATERIAL PRICE ADJUSTMENT	2633.88	AA (As Autho- rized)	(\$1.00)	(\$2,633.88)	26
2024-452-001	0640-0200	AGGREGATE SHOULDER	95.35	TN (Ton)	\$98.00	\$9,344.30	21
2024-452-001	0744-0255	LEVEL 2, 1/2" DENSE, PG 64-22, ACP	216.7	TN (Ton)	\$230.00	\$49,841.00	21
2024-452-001	9999-0537	PILE BANDING AND EPOXY REPAIR	4	EA (Each)	\$2,300.00	\$9,200.00	21

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS
CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

Estimated Net Cost Effect of the Agreement on the Contract:

\$65,751.42

Reason Codes

21	Changes performed to meet or improve original quality and intent of project.
26	Changed conditions

Specifications and provisions - The work to be done under this agreement is to be performed, measured, and paid for in accordance with the terms for the above contract except as modified as follows:

This shall be payment in full for all labor, equipment and material used to complete the work as specified.

Please indicate your agreement by signing, dating and returning the original to the construction manager. Work shall not begin until you are notified that this agreement has either been approved or that work may commence under advance approval. Your signature further indicates that payments in accordance with this agreement constitute full and complete compensation for all costs, both direct and indirect, arising out of the described alterations, extra work or claims for additional compensation covered by this agreement, and releases and discharges the county from all such costs except as provided herein.

Unilateral

Date: 08/06/2026

Contractor Signature

After contractor has signed the price agreement, the construction manager submits the original to the Director of Public Works. Upon approval by the Director Public Works, the contract is sent a copy of the approved price agreement.

For Office Use Only

Mitch Hemmer

Marion County Project Manager
Date: 08/06/2026

Ryan Crowther

Marion County Capital Projects Manager
Date: 08/10/2026

Lani Radtke

Marion County Engineer

Date: 08/10/2026

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS
CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

CONTRACT NAME: RAMBLER DR SE: LITTLE PUDDING RIVER BRIDGE

CONTRACT NO: 2024-452

CHANGE ORDER NO: 7
PW-6067-24

CONTRACTOR NAME: Farline Bridge, Inc.

ADDRESS:

1445 Miller Drive

Stayton OR 97383

U.S.A.

BILLING ADDRESS:

PO Box 149

Stayton OR 97383

Reason for Change Order: Extend contract time to November 30, 2025

The purpose of this change order is to extend contract time to allow time to develop a solution for the asphalt cracking that occurred during paving.

During paving operations cracks were developing along the surface. Marion County requested that paving not be completed until the reason for the cracking is determined and an approved plan is in place to complete the paving without these cracks reflecting through.

This change order adds 30 calendar days for the extra work required to complete the project.

Contract Document Revisions (Plans/Specs): Replace section 00180.50(h) with the following: The Contractor shall complete all Work to be done under the Contract not later than November 30, 2025.

Project Number	Pay Item #	Item Description	Est Quan.	Unit	Agreed Price/Unit	Amount	Reason Code
2024-452-001	0180-0060	CONTRACT TIME CHANGE	30	DY (Day)	\$0.00	\$0.00	26

Estimated Net Cost Effect of the Agreement on the Contract:

\$0.00

Reason Codes

26	Changed conditions
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Specifications and provisions - The work to be done under this agreement is to be performed, measured, and paid for in accordance with the terms for the above contract except as modified as follows:

This shall be payment in full for all labor, equipment and material used to complete the work as specified.

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS
CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

Please indicate your agreement by signing, dating and returning the original to the construction manager. Work shall not begin until you are notified that this agreement has either been approved or that work may commence under advance approval. Your signature further indicates that payments in accordance with this agreement constitute full and complete compensation for all costs, both direct and indirect, arising out of the described alterations, extra work or claims for additional compensation covered by this agreement, and releases and discharges the county from all such costs except as provided herein.

Joey Walczak

Date: 11/04/2025

Contractor Signature

After contractor has signed the price agreement, the construction manager submits the original to the Director of Public Works. Upon approval by the Director Public Works, the contract is sent a copy of the approved price agreement.

For Office Use Only

Mitchell Hammer

Marion County Project Manager
Date: 11/04/2025

Ryan Crowther

Marion County Capital Projects Manager
Date: 11/04/2025

Lam Radtke

Date: 11/05/2025

Marion County Engineer

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS
CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

CONTRACT NAME: RAMBLER DR SE: LITTLE PUDDING RIVER BRIDGE

CONTRACT NO: 2024-452

CHANGE ORDER NO: 6
PW-6067-24

CONTRACTOR NAME: Farline Bridge, Inc.

ADDRESS:

1445 Miller Drive

Stayton OR 97383

U.S.A.

BILLING ADDRESS:

PO Box 149

Stayton OR 97383

Reason for Change Order: CCO6

The purpose of this change order is to add slope paving at the bridge approaches and to extend contract time.

A concern was raised that due to the steepness of approach slopes, the shoulder material would not stay in place long-term. Shotcrete was determined to be the best option for cost and constructability.

This change order adds 31 calendar days for delays due to extra work required to complete the project.

Contract Document Revisions (Plans/Specs):

Make the following changes to the Contract bid items:

Add bid item 0396-0110 Shotcrete Slop Stab at the agreed upon lump sum price of \$20,920.

This change order makes revisions identified as "Addendum 1" to plan sheets C02,C02A,C03, C03A,C04

Modify section 00180.50(h):

00180.50(h) Replace this subsection with the following: The Contractor shall complete all Work to be done under the Contract not later than October 31, 2025.

Replace Section 00396.80 Measurement as follows:

Comply with Section 00396 of the Standard Specifications modified as follows:

00396.16 Acceptance Sampling and Testing - Add the following to the end of this subsection:

The testing requirements of this subsection may be waived at the discretion of the Engineer if recent test results of the required Shotcrete mix are provided.

00396.80 Measurement - Replace this subsection, except for the number and title, with the following: No measurement of quantities will be made for Work performed under this Section.

00396.90 Payment - Replace the sentence that begins with "The accepted quantities..." with the following sentence: The accepted quantities of Work performed under this Section will be paid for at the Contract Lump Sum amount for the item "Shotcrete Slope Stabilization".

Project Number	Pay Item #	Item Description	Est Quan.	Unit	Agreed Price/Unit	Amount	Reason Code
2024-452-001	0140-0100	SPECIFICATION CHANGES	1	AA (As Authorized)	\$0.00	\$0.00	26

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS
CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

2024-452-001	0396-0110	SHOTCRETE SLOPE STABILIZATION	1	LS (Lump Sum)	\$20,920.00	\$20,920.00	21
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Estimated Net Cost Effect of the Agreement on the Contract:

\$20,920.00

Reason Codes

26	Changed conditions
21	Changes performed to meet or improve original quality and intent of project.

Specifications and provisions - The work to be done under this agreement is to be performed, measured, and paid for in accordance with the terms for the above contract except as modified as follows:

This shall be payment in full for all labor, equipment and material used to complete the work as specified.

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS
CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

Please indicate your agreement by signing, dating and returning the original to the construction manager. Work shall not begin until you are notified that this agreement has either been approved or that work may commence under advance approval. Your signature further indicates that payments in accordance with this agreement constitute full and complete compensation for all costs, both direct and indirect, arising out of the described alterations, extra work or claims for additional compensation covered by this agreement, and releases and discharges the county from all such costs except as provided herein.

Joey Walczak

Date: 09/30/2025

Contractor Signature

After contractor has signed the price agreement, the construction manager submits the original to the Director of Public Works. Upon approval by the Director Public Works, the contract is sent a copy of the approved price agreement.

For Office Use Only

Mitchell Hansen

Marion County Project Manager
Date: 10/03/2025

Ryan Crowther

Marion County Capital Projects Manager
Date: 10/03/2025

Lam Radtke

Date: 10/03/2025

Marion County Engineer



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/14/2026

Department: Public Works

Title: Project Closure Request for Parkdale Park Development Project

Management Update/Work Session Date: 09/22/2026 Audio/Visual aids ☐

Time Required: 5 min Contact: Shane Ottosen Phone: x3104

Requested Action: Approve project closure request for Agreement BO-4574-22 between Marion County Board of Commissioners' Office and Marion County Public Works Department, decreasing the total granted funds by \$18,517.75, from \$364,854.00 to \$346,336.25, for the ARPA - Parkdale Park Development Project.

Issue, Description & Background: In June 2021, Marion County received a federal ARPA allocation of \$67M. Through a grant application process, the Board approved various eligible projects and awarded funds to county departments, including \$364,854.00 to the Parkdale Park Development project for the development of a unique, neighborhood park to allow residents access to outdoor green space, improved stormwater retention, enhanced wildlife habitat, increased biodiversity, improve water quality, and provide educational opportunities and green space for residents. Amendment 1 enables Marion County Public Works to close out MOU with Marion County BOC, assign funds back to MC BOC, and will allow reallocation funds.

Financial Impacts: This amendment will allow \$18,517.75 in ARPA funds to be reallocated.

Impacts to Department & External Agencies: None

List of attachments: BO-4574-22 (Amendment 1) Closeout

Presenter: Shane Ottosen

Department Head Signature: BNicholas Digitally signed by BNicholas Date: 2026.09.03 15:55:15 -07'00'

Contract Review Sheet

Grant Agreement

BO-4574-22 - Am1

Title: ARPA Parkdale Park Development

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: \$ 364,854.00

Previous Amendments Amount: \$ -

Current Amendment: \$ (18,517.75)

New Contract Total: \$ 346,336.25

Amd% -5%

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: Parkdale Park Development.

Amendment 1 - Reduce funds by \$18,517.75 for a new contract total of \$346,336.25 due to project completion and closeout.

Desired BOC Session Date: 10/14/2026

Contract should be in DocuSign by: 9/23/2026

Agenda Planning Date: 10/1/2026

Printed packets due in Finance: 9/29/2026

Management Update: 9/29/2026

BOC upload / Board Session email: 9/30/2026

BOC Session Presenter(s) Shane Ottosen/Kevin Thompson

Code: Y

REQUIRED APPROVALS


Finance - Contracts
09/21/2026
Date


Contract Specialist
09/21/2026
Date


Legal Counsel
09/21/2026
Date


Chief Administrative Officer
09/21/2026
Date



AMENDMENT 1 to BO-4574-22
the MEMORANDUM OF UNDERSTANDING
between
MARION COUNTY BOARD OF COMMISSIONERS
and PUBLIC WORKS DEPARTMENT

This is Amendment No. 1 to the Memorandum of Understanding (as amended from time to time, the “Contract”), dated May 25, 2022 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 ~~strike through~~):

:

1. Incorporation

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

- Exhibit A.1 (ARPA Amendment & Budget Adjustment Narrative)
- Exhibit A.2 (Marion County ARPA Closeout Information and Documentation)

4. Consideration; Reporting

The Board has agreed to make an award of funds to the Department not-to-exceed amount of ~~Three Hundred, Sixty-Four thousand, Eith Hundred, Fifty-Four Dollars (\$364,854)~~ Three Hundred, Forty-Six thousand, Three-Hundred Thirty-Six Dollars and Twenty-Five Cents (\$346,336.25) (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: Negative Economic Impacts.

Except as expressly amended above, all other terms and conditions of the original Contract and any previously executed amendments 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:	<u>Brian Nicholas</u> Brian Nicholas (Sep 21, 2026 13:24:35 PDT)	09/21/2026
	Department Director or designee	Date
Authorized Signature:	<u>Jan Fritz</u> Jan Fritz (Sep 21, 2026 14:27:40 PDT)	09/21/2026
	Chief Administrative Officer	Date
Reviewed by Signature:	<u>Ambrose W. Stauden</u>	09/21/2026
	Marion County Legal Counsel	Date
Reviewed by Signature:	<u>John G. ...</u>	09/21/2026
	Marion County Contracts & Procurement	Date

Exhibit A.1 - ARPA Amendment and Adjustment Request Form
Narrative

	Organization Name:	Marion County Public Works
	Project Title:	Parkdale Park Improvement Project
	Date of Request:	9/3/26
	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:	\$ 364,854.00
	MC ARPA Award/Contract Number:	BO-4574-22

Step 1: Please respond to each question/statement below.		
#	Question	Answer
1	Why are you requesting a program amendment (What circumstances impact this request)?	MCPW is transferring the balance of this ARPA grant to BO-4574-22 to Boards Office for reallocation.
2	Using the approved contract, specifically identify the text requested to be edited/removed. Enter the original text from the contract with strikeouts for text to be removed and bold text for text to be added. <i>Option: If it would help for clarity, submit the pertinent section of the approved contract with strike outs and bold text as described above .</i> If Marion County requires a contract scope change, use Tab 3 "Scope Change Request" to answer this question.	3.Consideration; Reporting The Board has agreed to make an award of funds to the Department not-to-exceed amount of ~~Three Hundred, Sixty Four thousand, Eight Hundred, Fifty Four Dollars (\$364,854)~~ <u>Three Hundred, Forty-Six thousand, Three-Hundred Thirty Six Dollars and Twenty-Five Cents (\$346,336.25)</u> (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.
3	How will the requested change affect the project?	No impacts to the 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 contractual timeline?	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.

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

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

Exhibit A.2 - Marion County ARPA Closeout Information & Documentation

Date:	9/3/2026
Name of Entity:	Marion County Public Works
Title of Project:	ARPA Parkdale Park Development
Name of Entity Representative Completing Form**:	Alicia Jones
Position Title of Entity Representative Completing Form:	Grant/Contracts Compliance Analyst
Phone Number of Entity Representative Completing Form:	503-373-4320
Marion County Grant Agreement Number:	BO-4574-22
Original Contract Amount:	364,850
Amount Expended (Reimbursed by Marion County) to Date:	346336.25
Project Completion Date:	8/7/2025

#	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.</i> <i>*NO = Use Column F to briefly describe the planned goals and why they were not met.</i>				
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.</i> <i>*NO = Use Column F to briefly describe the planned project impact indicators and how they will be documented .</i>				
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.</i> <i>*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			Revenue and Expenditures are in the GL system, project binder includes journal entries, etc. Project files will be electronically archived on MCPW G: drive at G:\Engineering\ProjectCentral\Projects_CompletedProjects\2025\Park_Parkdale. Additional project construction tracking will be located in MCPW online tracking software RT Vision OneOffice (https://or-co-marion.app.rtvision.com/)
PROPERTY & CAPITAL PROJECTS MANAGEMENT					
7a	Did your entity purchase property or equipment with MC ARPA funding? If yes, please also answer # 7b, 7c, and 7d.		X		

#	Questions	Yes	No	N/A	Comment
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.			X	
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.			X	
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)).			X	
**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.					
<u>Marion County will complete this section</u>					
Reviewer:					
Reviewer Title:					
Date Completed:					
Review Comments & Assessment:					



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: October 21, 2026

Department: Public Works

Title: Initiating Amendments to Update the Marion County Rural Transportation System Plan

Management Update/Work Session Date: July 28, 2026 Audio/Visual aids ☐

Time Required: 5 min Contact: Austin Barnes Phone: 503-566-4174

Requested Action: Consider approval of a resolution initiating amendments to the Marion County Comprehensive Plan to consider adopting the Marion County Rural Transportation System Plan (RTSP) 2026 Update and incorporating the RTSP 2026 Update as the Transportation Element of the Marion County Comprehensive Plan and conforming amendments to the Marion County Comprehensive Plan and rural zoning code.

Issue, Description & Background: Marion County Public Works has prepared an update to the county's RTSP and now the plan may be considered for adoption with concurrent amendments to the comprehensive plan and zoning code. Amendments and changes to the comprehensive plan can be made by the Board after holding a public hearing on the proposed amendment. A hearing date is proposed for December 9, 2026.
The RTSP update will replace the County's current 2005 RTSP that has reached its 20-year planning horizon timeline. This recently developed RTSP is intended to guide transportation investments, support safe and efficient movement of people and goods, and ensure consistency with Oregon's Transportation Planning Rules and other state and regional policies.

Financial Impacts: None

Impacts to Department & External Agencies: None

List of attachments: Resolution

Presenter: Austin Barnes, Carl Lund, Janelle Shanahan

Department Head Signature: *Le Brad Arnold*

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

In the matter of initiating consideration of adoption of	)	26-001
an update to the Marion County Rural Transportation	)	Legislative Amendment
System Plan and conforming amendments to the	)	
Marion County Comprehensive Plan and Marion	)	Clerk's File No. _____
County Zoning Code.		

ORDER _____

WHEREAS, the Marion County Rural Transportation System Plan was adopted as the Transportation Element of the Marion County Comprehensive Plan on February 8, 2006, by Ordinance No. 1220; and

WHEREAS, an update to the Marion County Rural Transportation System Plan provides for a planning horizon through 2045, consistent with Oregon Administrative Rule 660-012,

WHEREAS, if the Marion County Rural Transportation System Plan is amended then concurrent conforming amendments to the Marion County Comprehensive Plan and Marion County Zoning Code must be considered as well,

WHEREAS, the Marion County Board of Commissioners has determined that consideration of adoption of an update to the Marion County Rural Transportation System Plan is in the general public interest; now therefore,

IT IS ORDERED that the Marion County Board of Commissioners hereby initiates consideration of adoption of an update to the Marion County Rural Transportation System Plan and conforming amendments to the Marion County Comprehensive Plan and Marion County Zoning Code; and,

IT IS FURTHER ORDERED that the Board hereby schedules a public hearing to receive testimony on this matter for 9:00 a.m., Wednesday, December 9th, 2026, at the Senator Hearing Room, 1st floor, Courthouse Square Building, 555 Court Street NE, Salem.

MARION COUNTY BOARD OF COMMISSIONERS

_____ Chair	_____ Date
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_____ Commissioner	_____ Date
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_____ Commissioner	_____ Date
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MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: October 21, 2026

Department: Clerk's Office

Title: Consider the Approval of an Intergovernmental Agreement (IGA) with Marion County Fire District #1 for the Permanent Location of a Ballot Drop Box on Cordon Road

Management Update/Work Session Date: 10/13/26 & 10/20/26 Audio/Visual aids ☐

Time Required: 10 minutes Contact: Cailey Moe Phone: 503-588-3578

Requested Action: Approve the Intergovernmental Agreement with Marion County Fire District #1 for permanent elections drop box installation

Issue, Description & Background: The Oregon Secretary of State (SOS) has identified sites around Marion County that could have a significant impact to voters if there was a permanent drop box installed. Marion County currently has two permanent drop boxes in storage. The Clerk's Office seeks approval to install the already-purchased drop boxes at the following sites:
Marion County Fire District #1, 300 Cordon Rd NE, Salem, OR 97317
Marion County Courthouse, 100 High St NE, Salem, OR 97301

An Intergovernmental Agreement (IGA) was reviewed and accepted by Marion County Fire District #1 on 10/20/26.

Financial Impacts: If installed by October 30, 2026, the SOS is offering a reimbursement of up to \$6,000 per added box. They are also offering \$1,000 for each box in use to help offset the anticipated increased cost in managing and servicing ballot drop boxes. No changes to budget necessary. No financial impacts to external agencies.

Impacts to Department & External Agencies: No new impacts to the department. Marion County Fire District #1 and the Marion County Courthouse may see increased traffic from vehicles and pedestrians as voters use the drop boxes. Marion County voters will have more secure locations to deposit their voted ballots.

List of attachments: 1. Emails from the SOS 2. SOS Ballot Box Reimbursement Criteria 3. Draft IGA with SOS 4. Estimates for Drop Box Installation 5. IGA Signed by MCFD#1

Presenter: Bill Burgess, Marion County Clerk

Department Head Signature:  Bill Burgess (Oct 20, 2026 17:09:04 PDT) Oct 20, 2026

Date _____

INTERGOVERNMENTAL AGREEMENT
Between
MARION COUNTY and MARION COUNTY FIRE DISTRICT NO. 1
CO-7370-26

1. PARTIES TO AGREEMENT

This Agreement between Marion County Fire District No. 1, a special service district hereinafter called MCFD1, and Marion County, a political subdivision of the state of Oregon, hereafter called County, (collectively, the "Parties") is made pursuant to ORS 190.010 (Intergovernmental Cooperation).

2. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which MCFD1 will permit County to install, maintain and operate a ballot drop box on MCFD1 property at 300 Cordon Road NE, as shown on Exhibit A (Property).

The specific obligations of the parties are described in Section 5.

3. TERM AND TERMINATION

- 3.1 This Agreement is effective on the date it has been signed by all parties and all required County approvals have been obtained and expires on December 31, 2034, unless sooner terminated or extended as provided herein.
- 3.2 This Agreement may be extended for additional periods by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.
- 3.3 This Agreement may be terminated by mutual consent of both parties at any time or by either party upon 60 days' notice in writing and delivered by mail or in person. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- 3.4 County may terminate this Agreement effective upon delivery of written notice to MCFD1 or at such later date as may be established under any of the following conditions:
 - 3.4.1 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the obligations are no longer allowable or appropriate under this Agreement.
 - 3.4.2 If any license, certificate, or insurance required by law or regulation to be held by MCFD1 to fulfill its obligations required by this Agreement is for any reason denied, revoked, or not renewed.
 - 3.4.3 If MCFD1 fails to fulfill the obligations called for by this Agreement within the time specified herein or any extension thereof.

3.4.4 If MCFD1 fails to perform any of the provisions of this Agreement or so fails to pursue its obligations as to endanger the performance of this Agreement in accordance with its terms and after written notice from County, fails to correct such failure(s) within ten (10) days or such longer period as the County may authorize.

3.5 Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

4. FUNDING AND BILLING

No funds will be exchanged between MCFD1 and County under the terms of this Agreement.

5. OBLIGATIONS OF THE PARTIES

5.1 MCFD1. Under the terms of this Agreement, MCFD1 shall:

5.1.1 Permit County to install, maintain, and operate a ballot drop box on MCFD1 Property at 300 Cordon Road NE in Salem, Oregon.

5.1.2 Permit unrestricted access by County and the general public over MCFD1 Property to and from the ballot box over the route identified on Exhibit A at each election for a period beginning 25 days prior to the election through election day.

5.1.3 Permit reasonable access by County to the Property at mutually agreeable times for the purpose of maintaining, repairing, replacing, and removing the ballot box and metal posts.

5.1.4 Acknowledge that County retains ownership of the ballot drop box.

5.1.5 Not move the ballot box and metal posts from its fixed location, nor cause or permit it to be moved, unless:

- a) Required by law;
- b) Required for reasons of public safety or health; or
- c) County consents to the move.

5.2 COUNTY. Under the terms of this Agreement, County shall:

5.2.1 Retain ownership of the ballot drop box.

5.2.2 Maintain, repair, replace, and remove the ballot drop box as determined by County.

5.2.3 Retrieve ballots at times determined by County.

5.2.4 Acknowledge that MCFD1 shall not be liable for any loss or damage to the ballot box and metal posts by others.

6. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement. The parties agree that this Agreement shall be administered and construed under the laws of the state of Oregon.

7. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this Agreement.

8. HOLD HARMLESS

Subject to the Oregon Tort Claims Act and the Oregon Constitution, each Party agrees to indemnify, defend and hold harmless the other, its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands for the acts or omissions of the indemnifying Party's officers, agents and employees, in performance of this contract, including the breach of any Platform License terms.

9. INSURANCE

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

10. MERGER CLAUSE

Parties concur and agree that this Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this Agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

11. NOTICES

Any notice required to be given to MCFDI or County under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

For MCFDI:
Marion County Fire District No. 1
Kyle McMann, Fire Chief
300 Cordon Road NE
Salem, OR 97317

For County:
Marion County Clerk Elections Supervisor
Marion County Clerk's Office
PO BOX 14500
Salem, OR 97309

12. SIGNATURES

The individuals signing this Agreement represent and warrant that they are authorized to bind their respective entities to the terms of this Agreement.

This Agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this Agreement to be executed on the date set forth below.

MARION COUNTY

Authorized by: _____

Bill Burgess, Marion County Clerk, or designee

Date

10/21/2026

Reviewed by: _____

Marion County Contracts & Procurement

Date

10-21-26

Marion County Board of Commissioners:

Colm Willis, Chair

Date

Kevin Cameron, Vice Chair

Date

Danielle Bethell, Commissioner

Date

MARION COUNTY FIRE DISTRICT NO. 1 SIGNATURE

Authorized by: _____

Kyle O. McMann
Kyle O. McMann

Date

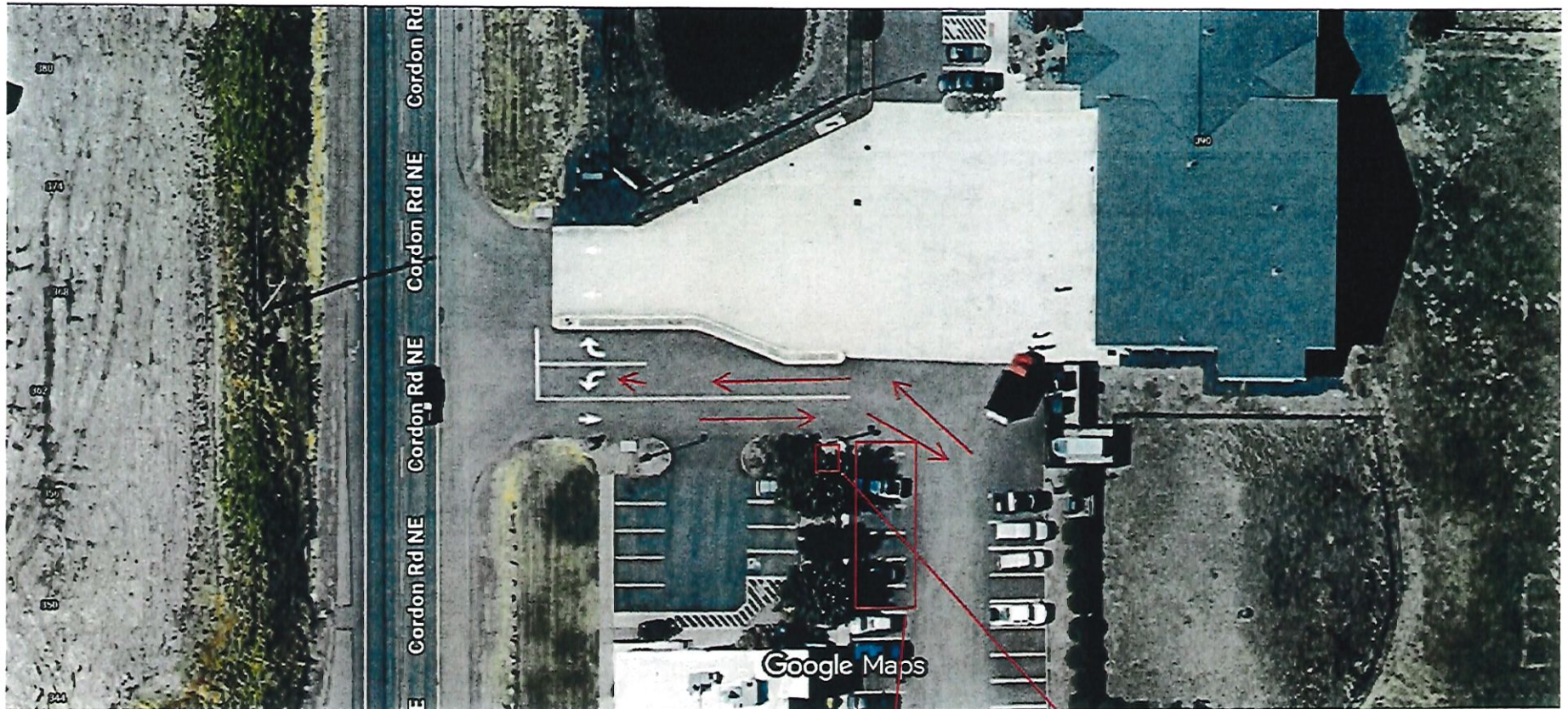
10/20/2026

Title: _____

Fire Chief / CEO

EXHIBIT A

Marion County Fire District No. 1
300 Cordon Road NE, Salem, Oregon
Curbside Dropbox 24 Hours



Imagery ©2026 Airbus, Maxar Technologies, Map data ©2026 20 ft

Parking

Ballot Box Location