



MARION COUNTY BOARD OF COMMISSIONERS

"Delivering Excellence Everyday"

Wednesday, August 19, 2026
Board Session 9:00 a.m.

Senator Hearing Room
555 Court Street NE, Salem

PUBLIC COMMENT

CONSENT

FINANCE

1. Approve an order to declare a breach of the land sale contract for real property located at 252 Juneva Place S.E. in Salem, Oregon, tax lot 072W30CD09600, tax account 333121.

PUBLIC WORKS

2. Receive notice of the hearings officer's decision approving Conditional Use / Partition (CU/P), Case #26-015, Ellen and Greg Wilt.

3. Approve Amendment #1 to the Construction Contract with Colton Homes, Inc., dba, Colton Construction to extend the term date to October 30, 2026, and add \$218,387.40 for five change orders, with a new contract total of \$2,305,387.40, for construction site improvements at up to seven new or improved radio communication sites for the Marion County Radio Project that will be utilized by first responders.

ACTION

PUBLIC WORKS

4. Consider approval of the Intergovernmental Agreement (IGA) with the City of Salem to establish the terms and conditions under which the city will provide maintenance and the installation of new traffic control devices on a portion of Rees Hill Road that is currently in Marion County's jurisdiction until such time that the affected roadway portion is annexed into the city's limits. –Lani Radtke

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: 8/19/2026

Department: Finance

Title:

Tax account 333121 - Breach of Contract

Management Update/Work Session Date: 7/14/2026 Audio/Visual aids ☐

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

Requested Action:

Approve Board Order declaring a breach of contract for account 333121 (252 Juneva PI SE, Salem, OR 97317).

Issue, Description
& Background:

Tax Account 333121 (252 Juneva PI SE, Salem, OR 97317) foreclosed and transferred to the County in January 2022, for the nonpayment of property taxes. In June 2022, the Board of Commissioners approved the sale of the property back to the prior owner of record and the land sale contract was signed and recorded, in Reel 4630 Page 391, on June 1, 2022.

In 2025 the contract holder passed away and after discussion with the contract holder's family, it was established that there is no desire to continue this land sale contract. Based on these circumstances, the Finance Department recommends declaring the land sale contract in breach and forfeiting the property back to Marion County, per ORS 275.220. and policy 809-A.

Financial Impacts:

This breach of contract establishes that the Seller shall be entitled to immediate possession of the property, without any process of law, and all payments made by Purchaser pursuant to this agreement shall be forfeited and retained by Seller as the agreed, reasonable rent of the property.

Impacts to Department
& External Agencies:

NA

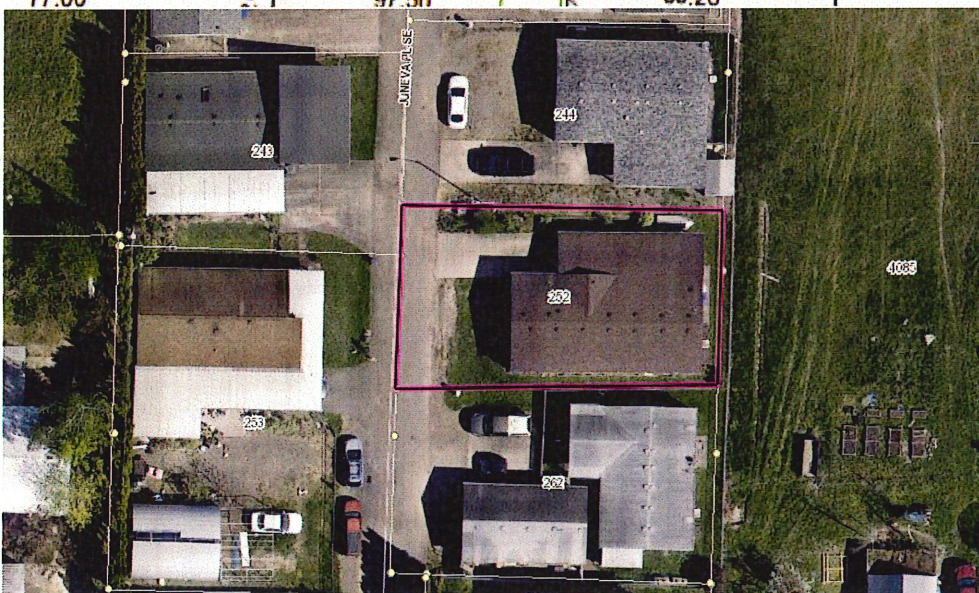
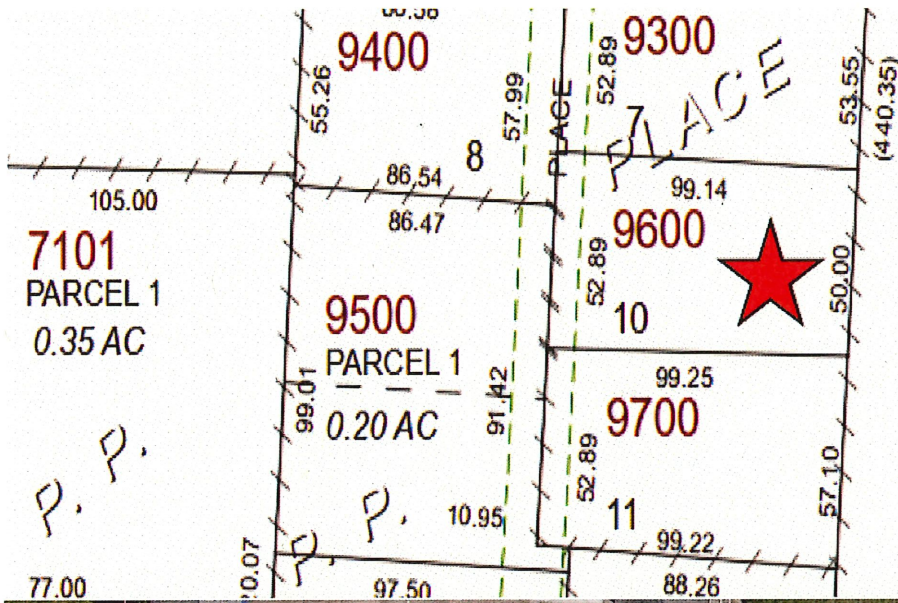
List of attachments:

Overview slide, land sale contract, and proposed Board Order

Presenter:

John Carlson

Department Head
Signature:



Tax Lot #: 072W30CD09600

Tax Account #: 333121

Minimum Bid:

Zoned: RS

Acres: .12 AC

Location:
252 Juneva Pl SE, Salem, OR
97317

CONTRACT OF SALE

THIS AGREEMENT is made and entered into this 1st day of June, 2022, between **MARION COUNTY**, a political subdivision of the State of Oregon, designated the Seller, and **Michael Esplin** designated the Purchaser.

Until a change is requested, all tax statements shall be sent to the following address:

**After Recording Return To: Michael Esplin
252 Juneva PL SE
Salem, OR 97317**

RECITALS

WHEREAS, Michael and Alice Esplin were the prior owners of record of the real property described below; and

WHEREAS, Alice Esplin died on January 16, 2015 according to a death certificate issued February 3, 2015; and

WHEREAS, Marion County foreclosed on the real property described below for delinquent real property taxes in Marion County Circuit Court case no. 19CV37726. The property was deeded to Marion County on January 4, 2022, and the deed is recorded at Reel 4581, Page 319 of the Marion County Real Property Deed Records; and

WHEREAS, Marion County may sell tax foreclosed property back to the prior owner of record pursuant to ORS 275.180; and

WHEREAS, Marion County desires to sell the real property described below back to the lone surviving prior owner of record at this time; now, therefore,

IN CONSIDERATION of the covenants and agreements herein, **Seller** agrees to sell, and **Purchaser** agrees to buy, that certain parcel of land located in the County of Marion, State of Oregon, described as follows: Tax Account #333121

Lot 10, JUNEVA PLACE, in the County of Marion and State of Oregon.

PRICE: Purchaser agrees to pay **\$16,190.24** for said property, **Tax Account #333121**.

- a) Purchaser has previously paid to the Seller the sum of **\$4,050.00** in a cash transaction.

This sum shall be applied to the purchase price.

- b) Interest on the remaining balance of **\$12,140.24** shall accrue at the rate of 6.25% per annum.

The unpaid balance of the purchase price shall be paid in **59** monthly installments of **\$240.00** each, including interest, with the first installment due by **July 5th, 2022** with subsequent installments due on the **5th** day of each month thereafter. Purchaser may repay all or any portion of the unpaid principal without penalty. Each payment shall be applied to interest to date of payment and the remainder applied to the principal.

WAIVER: Seller may accept from purchaser payments smaller than specified, without waiving any breach of this agreement. Nor shall Seller have waived its right to insist upon strict compliance by the Purchaser with the terms of this agreement. Seller may proceed to its remedies under this contract, and any consideration so extended to the Purchaser shall be accepted by Purchaser as a courtesy only.

TAXES, INSURANCE, LIENS: Purchaser shall promptly pay all taxes which may hereafter be levied against the property, and all other public charges which may now be, or

hereafter become, liens on the property, before delinquency. Purchaser shall keep the building, now upon or which may be erected upon the property, insured with standard extended coverage endorsements against fire with an insurance company satisfactory to the Seller, in an amount equal to the true cash value of said property on the Marion County tax roll. The purchaser shall add Marion County as an additional insured on the insurance policy written on a separate endorsement or blanket endorsement in policy. The certificate of insurance shall be filed with Marion County Finance - Property Management. Any work to be completed on the property must obtain permits as required by law. In case of loss, Purchaser shall notify Seller immediately. Seller may make proof of loss if Purchaser fails to do so within 15 days of the loss. Losses, if any, shall be payable to Seller, as its interest may appear. Purchaser shall not suffer or permit the property to become subject to any liens, charges, or encumbrances of any kind, having precedence over the rights of Seller in and to the property.

WASTE, ASSIGNMENT: Purchaser shall not commit or suffer any strip or waste of or on the property. This contract shall be binding upon and inure to the benefit of the parties, their successors and assigns. Purchaser shall not assign this contract or lease or transfer the property without the written consent of Seller. Seller shall not unreasonably withhold consent. This agreement and any assignment or transfer of it shall be filed with the Marion County Clerk.

REPRESENTATIONS: This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses.

The property described in this instrument may not be within a fire protection district protecting structures. The property is subject to land use laws and regulations, which, in farm or

forest zones, may not authorize construction or siting a residence. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses and existence of fire protection for structures.

The property described in this instrument may contain environmental hazards, contamination, and/or wetlands. Seller assumes no responsibility and is in no way liable for any clean-up, abatement, mitigation, remediation, or other actions in connection with these possible conditions.

BREACH: It shall be a breach of this agreement if Purchaser fails or refuses to perform any of its obligations under this agreement, including the timely payment of all sums to Seller when due and payable, within 20 days after Seller sends written notice by mail, postage prepaid, to Purchaser at its address stated herein, or such address as Purchaser may later designate in writing.

If Purchaser fails or refuses to cure the breach within the 20 days allowed, Seller may, by order made and entered on its records, declare the breach, declare the whole amount of principal and interest unpaid immediately due and payable, and cancel this agreement. A certified copy of the order shall be served on Purchaser as summons is served by the Sheriff, if Purchaser is found within Marion County. If Purchaser is not found within Marion County, then the order shall be served by registered mail or by certified mail with return receipt at the last known address of Purchaser. Unless Purchaser has filed an appeal from the order to the Marion County Circuit Court within 20 days after service, the order shall become absolute and the property forfeited.

UPON FORFEITURE, Seller shall be entitled to immediate possession of the property, without any process of law, and all payments made by Purchaser pursuant to this agreement shall

be forfeited and retained by Seller as the agreed, reasonable rent of the property. After cancellation and forfeiture, Seller may sell the property again without notice.

This remedy is prescribed by **ORS 275.190 and ORS 275.220**, and is in addition to any other lawful right or remedy of Seller on breach of this agreement by Purchaser.

DEED: Seller, upon receiving full payment as set forth in this agreement, shall execute and deliver to Purchaser, or to his assigns, a **QUITCLAIM DEED** conveying to Purchaser all the right, title and interest of Seller in the property.

INDEMNIFICATION: Purchaser shall defend, indemnify and hold Seller harmless from any claim, loss or liability arising out of Purchaser's possession or use of the property, or any condition of the property.

INTEGRATION: This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, representations, oral or written, not specified herein regarding this agreement.

PURCHASER

MICHAEL ESPLIN

Michael Esplin
SIGNATURE

Michael Esplin
PRINT NAME

252 Juneda
ADDRESS

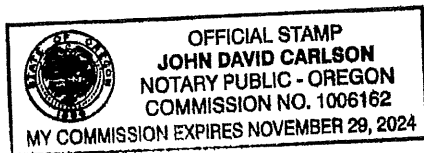
PHONE # 503-391-6281

STATE OF OREGON)
County of Marion) ss.

This instrument was acknowledged before
me on this 8th day of June, 2022, by

Michael Esplin

By [Signature]
Notary Public for Oregon



SELLER

MARION COUNTY
BOARD OF COMMISSIONERS

[Signature]
CHAIR

[Signature]
COMMISSIONER

[Signature]
COMMISSIONER

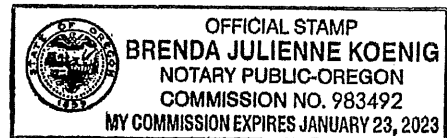
STATE OF OREGON)
County of Marion) ss.

This instrument was acknowledged before
me on this 1st day of June, 2022 by

Danielle Bethell
Colm Willis
Kevin Cameron

as Marion County Commissioners.

By [Signature]
Notary Public of Oregon:



BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the Matter of Declaring a)
breach of a)
land sale contract.)

ORDER No. _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on August 19, 2026, to declare a breach of the land sale contract recorded in Reel 4630 Page 391 of the Marion County Real Property Records, commonly known as 252 Juneva PL SE, Salem, OR 97317.

WHEREAS, the county entered into a land sale contract with Michael Esplin for the purchase of real property located at 252 Juneva PL SE, Salem, OR 97317. This land sale contract was recorded in Reel 4630 Page 391 of the Marion County Real Property Records; and WHEREAS, it is believed that Mr. Esplin is now deceased and no known living heir(s) desire to assume the obligations of Mr. Esplin's land sale contract; and

WHEREAS, no payments in accordance with the land sale contract have been made since December, 2025; and

WHEREAS, the land sale contract includes a provision allowing the buyer to cure defects upon 20 days' notice; and

WHEREAS, it is a breach of the land sale contract to fail to pay, and fail to pay on time, all sums due and payable under the land sale contract within 20 days of written notice provided to Mr. Esplin; and

WHEREAS, the county provided Mr. Esplin written notice of the breach and no remedy to cure the breach has been received by the county within the 20-day period called for in the land sale contract; and

WHEREAS, the Marion County Board of Commissioners deems it to be in the best interest of the county to declare a breach and cancel this land sale contract in accordance with Oregon Revised Statutes 275.220 and the terms of the land sale contract recorded in Reel 4630 Page 391 of the Marion County Real Property Records; now, therefore

IT IS HEREBY ORDERED that the Marion County Board of Commissioners declares a breach of the land sale contract recorded at Reel 4630 Page 391 of the Marion County Real Property Records, and declares the whole amount of principal and interest unpaid immediately due and payable, and cancels said land sale contract.

IT IS FURTHER ORDERED that the Sheriff shall serve this order as summons is served on Mr. Esplin, Mr. Esplin's heirs, or any adult residing at this location.

IT IS FURTHER ORDERED that, unless Mr. Esplin or Mr. Esplin's heirs file an appeal of this order in the Marion County Circuit Court within 20 days after service, this order shall become absolute and the property forfeited.

IT IS FURTHER ORDERED that, upon forfeiture, the county is entitled to immediate, sole possession of the property, without any further process of law, and all payments made by Mr. Esplin shall be forfeited and retained by the county as reasonable rent. After cancellation and forfeiture, the county may sell the property without notice to Mr. Esplin's heirs.

DATED at Salem, Oregon, this _____ day of _____, 20_____.

MARION COUNTY BOARD OF COMMISSIONERS

Colm Willis, Chair

Kevin Cameron, Vice Chair

Danielle Bethell, Commissioner

Original – Clerk

cc: Finance – Foreclosed Property Coordinator



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: August 19, 2026

Department: Public Works

Title: Receive notice of the Hearings Officer decision approving Conditional Use/Partition 26-015/Ellen and Greg Wilt

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

Time Required: 0 min Contact: John Speckman Phone: 503-566-4174

Requested Action: Receive notice of the Hearings Officer decision approving Conditional Use/Partition 26-015/Ellen and Greg Wilt.

Issue, Description & Background: The Marion County Hearings Officer held a duly noticed hearing on the application on July 23, 2026. The Hearings Officer issued a decision on August 5, 2026, approving Conditional Use/Partition 26-015/Ellen and Greg Wilt.
As part of the land use process, the Marion County Board of Commissioners must receive official notice of the decision.

Financial Impacts: None

Impacts to Department & External Agencies: None

List of attachments: HO Decision

Presenter: John Speckman

Department Head Signature: for Brenda Arch

In the Matter of the Application of	)	CU / P 26-015
	)	CONDITIONAL USE
ELLEN AND GREG WILT	)	AND PARTITION

CU / P 26-015 – ORDER
WILT
Page 1

IV. Executive Summary

Applicants request a conditional use permit to establish an approximately 56.96-acre conservation parcel by partitioning a 67.96-acre parcel to create a 56.96-acre parcel and an approximately 11-acre parcel in an Exclusive Farm Use zone located at 7908 Boedigheimer Rd. in Sublimity.

Marion County Planning found that the proposal meets the required conditional use criteria to establish an open space conservation parcel owned and operated by the U.S. Fish and Wildlife Service, and a partition to create that non-farm parcel. The decision was appealed to seek additional certainty that the access road on the subject property will remain entirely within the homesite parcel and will not become part of the conservation parcel. Appellants have an interest in the access road, and Appellants depend upon that access to reach their parcel. The nature of the interest is an issue in a pending case in the Oregon Court of Appeals (CA A184306).

Both Applicants and the U.S. Fish and Wildlife Service are in agreement with Appellants regarding the location of the proposed property line being north of this access road. The access roadway is excluded from the proposed Conservation Parcel and the U.S. Fish and Wildlife Service does not intend to use the roadway after a conveyance. The appeal involving the roadway ownership would not be impacted by the proposed partition.

The proposal meets the required conditional use criteria to establish an open space conservation parcel owned and operated by the U.S. Fish and Wildlife Service, and a partition to create that non-farm parcel, and on that basis, the application is **APPROVED**.

V. Findings of Fact

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

1. The subject properties are designated Primary Agriculture in the Marion County Comprehensive Plan and correspondingly zoned EFU (Exclusive Farm Use). The primary intent of both this designation and zone is to promote and protect commercial agricultural operations. The EFU zone is also intended to allow other uses that are compatible with agricultural activities such as scenic resources and fish and wildlife habitat.
2. The subject parcel contains a dwelling built in 1930 and several accessory structures. The homesite is located south of a private access road that enters the parcel directly across Boedigheimer Road SE from Triumph Rd SE. The driveway to the homesite is approximately 250-feet down the private road from where it intersects Boedigheimer Road. South and east of the homesite is an area of approximately 3-acres devoted to row crops. The entire area south of the private road is approximately 11.08-acres, and this area is proposed to be retained for a homesite and hobby farm while the remaining 58.92-

acres north of the private road becomes a wildlife and habitat conservation parcel. The area proposed for a conservation parcel contains a wooded area around an intermittent stream which is a tributary of Beaver Creek. The intermittent stream both feeds and is fed by a half-acre pond on the property. Outside this wooded area are open fields which have previously been farmed for grass seed. There are a few small, shed structures in this area. A Bonneville Power Administration (BPA) easement and powerlines cross the northwestern corner quarter of this parcel. That easement will be entirely within the proposed conservation parcel. The subject parcel was created in its current configuration as a result of approval of a 2003 Property Line Adjustment (PLA03-008) and is therefore considered legal for land use purposes.

3. The surrounding parcels are all zoned EFU and in varied uses. There are several parcels in use for rural residential purposes in the immediate area, and several parcels in commercial agricultural use. The primary crops being produced by adjacent farm parcels are grass seed and hazelnuts. A few parcels in the area contain pasturelands. The parcel to the southeast has a conditional use permit to operate a tractor repair business. Southwest of the subject parcel, approximately a half-mile away, is the urban growth boundary for the City of Sublimity.

4.	<u>Soil</u>	<u>% of Parcel</u>	<u>SCS Soil Class</u>	<u>High Value?</u>
	McAlpin	12.6	2	Yes
	Nekia	6.2	3 / 4	Yes / No
	Salkum	61.7	2	Yes
	Stayton	19.5	6	No

5. Applicants propose the establishment of a 58.92-acre conservation parcel by partitioning a 67.96-acre parcel to create a 58.92-acre parcel and an 11.08-acre parcel in the EFU zone. As a point of clarification: The application statement referred to the parcel as a 70-acre parcel, which is incongruous with the size shown by the tax assessor of 67.96-acres. This 2.04-acre incongruity is likely due to land originally described by deed which is now part of the rights-of-way of Boedigheimer Rd and Triumph Rd, and additionally a small northwestern corner of land across where these rights-of-way meets which Applicants separately seek to transfer to their northern neighbor. The staff decision corrected the total acreage to 67.96-acres but failed to correct the proposed parcel sizes which should be approximately 56.96-acres for the proposed conservation parcel and approximately 11-acres for the homesite and hobby farm parcel that will include the access road that extends from the western property line at Boedigheimer Road to the southeastern corner of the parcel.
6. Appellants submitted the Notice of Appeal based on the position that the staff decision did not clearly explain how the Appellants' potential ownership interest in a roadway or their potential usage rights, including access to their property would be impacted. Appellants requested that any decision should include conditions of approval that protect

the Sameks' property rights and respect the outcome of the decision in the Oregon Court of Appeals (A184306).

7. The United States Fish and Wildlife Service letter submitted into the record (Exhibit 2) states that the roadway in question and for which the Sameks expressed concern in their notice of appeal, is explicitly excluded from the Conservation Parcel that would be created by the Applicants' partition request. The United States of America does not intend to use the roadway after the conveyance. The letter further provides that the Appellants' outstanding appeal involving the roadway ownership would not be impacted by the proposed partition.
8. Marion County Planning Division requested comments on the proposal from various governmental agencies. The following comments were received:

Marion County Surveyor's Office commented:

-Per ORS 92.055 – Parcels over 10 acres can be unsurveyed.

-Per ORS 92.050, plat must be submitted for review.

-Checking fee and recording fees required.

-A current or updated title report must be submitted at the time of review. Title reports shall be no more than 15 days old at the time of approval of the plat by the Surveyor's Office, which may require additional updated reports.

Marion County Septic Department requested that the following be included in the land use decision.

"Condition of Approval: An existing system evaluation is required for the proposed southern parcel.

Note: Marion County has no history on the location of the existing septic system."

Oregon Department of Fish and Wildlife commented: "ODFW is in support of this application and the establishment of a 58.92-acre conservation parcel. The property has oak and prairie habitat on it that will be set aside for wildlife and protected in the long term. Both oak and prairie habitat have been declining in the Willamette Valley and these habitats support numerous species."

All other contacted agencies either did not respond or stated no objection to the proposal.

VI. Additional Findings of Fact and Conclusions of Law

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

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

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

2. Under MCC 17.119.100, the Planning Director has the power to decide applications for conditional uses. The Planning Director decided this matter on June 2, 2026.
3. Under MCC 17.119.140, after the Planning Director’s action on the application, interested persons may appeal the decision no later than 15 days after the decision is mailed. The Planning Director’s approval was dated June 2, 2026. Thomas and Linda Samek are interested persons because the Applicants and the Sameks are parties to an appeal in the Oregon Court of Appeals, Case No. A184306 involving the Subject Property. The state court appeal may determine, among other things, whether the Sameks own the roadway that crosses the Subject Property or whether they hold a right-of-way easement over the Subject P.0000000000property. On June 17, 2026, Thomas and Linda filed a timely appeal of the planning director’s decision.

The appeal of the decision seeks additional certainty that the access road will remain entirely within the homesite parcel and not become part of the conservation parcel. Appellants have an easement across this access road, and Appellants depend upon that access to reach their parcel. Both Applicants and the U.S. Fish and Wildlife Service are in agreement with Appellants regarding the location of the proposed property line being north of this access road. The U.S. Fish and Wildlife Service supplied a letter property line in bold, north of the roadway, on July 22, 2026, which was also submitted as Exhibit 2 at the hearing.

4. Under MCC 17.119.150, on appeal of the Planning Director’s decision, the hearings officer shall conduct a *de novo* public hearing on the decision. The hearings officer may hear and decide the matter.
5. Under MCC 17.119.020, a conditional use application may only be filed by certain people, including the owner of the property subject to the application. The Applicant Statement states that the Subject Property is owned by Greg and Ellen Wilt. MCC 17.119.020 is satisfied if confirmed by the deed.

6. Under MCC 17.119.025, a conditional use application shall include signatures of certain people, including all owners of the subject property. Greg and Ellen Wilt own the subject property and signed the application. MCC 17.119.025 is satisfied.
7. Applicants propose establishing a Wildlife and Habitat Conservation area which is a conditional use in the EFU zone under MCC 17.136.050(H)(3) designated as "open space."
8. The Application is subject to the criteria in MCC 17.136.060(A) that applies to all conditional uses in the EFU zone:
 1. *The use will not force a significant change in, or significantly increase the cost of, accepted farm or forest practices on surrounding lands devoted to farm or forest use. Land devoted to farm or forest use does not include farm or forest use on lots or parcels upon which a non-farm or non-forest dwelling has been approved and established, in exception areas approved under ORS 197.732, or in an acknowledged urban growth boundary.*

For purposes of this section, OAR 660-033-0130(5)(c) establishes the required foundation before a County can make a determination regarding forcing a significant change in accepted farm or forest practices on surrounding lands devoted to farm and forest use or a determination of whether the use will significantly increase the cost of accepted farm or forest practices on surrounding lands devoted to farm or forest use requires:

- a. *Identification and description of the surrounding lands, the farm and forest operations on those lands, and the accepted farm practices on each farm operation and the accepted forest practices on each forest operation;*

Applicants identified the surrounding farm uses which include production of hazelnuts and grass seed as well as pasture lands for livestock. Hazelnuts are harvested in September and October and orchard maintenance is a year-round activity. Grass seed is primarily harvested in June and July but varies based on species.

- b. *An assessment of the individual impacts to each farm and forest practice, and whether the proposed use is likely to have an important influence or effect on any of those practices. This assessment applies practice by practice and farm by farm; and*

Applicants explained that the proposed conservation parcel would promote habitat for birds such as western meadowlark and western bluebirds which are largely insectivores. The conservation parcel is not proposed to be open to the public, and traffic generated by the parcel will only be that of Fish and Wildlife personnel visiting

and working on site. Therefore, the two potential impacts to farms, crop predation from an increase in native birds and traffic from new visits to the site, are both negligible.

c. An assessment of whether all identified impacts of the proposed use when considered together could have a significant impact to any farm or forest operation in the surrounding area in a manner that is likely to have an important influence or effect on that operation.

No significant impacts on surrounding farm or forest operations that could result from establishment of the proposed conservation parcel have been identified. The two identified potential impacts, crop predation from an increase in native birds and traffic from U.S. Fish and Wildlife Service staff visits to the site, are not significant impacts either individually or in combination.

d. For purposes of this subsection, examples of potential impacts for consideration may include but are not limited to traffic, water availability and delivery, introduction of weeds or pests, damage to crops or livestock, litter, trespass, reduction in crop yields, or flooding.

These potential impacts were considered. The only two possible impacts were traffic as a result of U.S. Fish and Wildlife Service personnel visiting the conservation parcel, and reduction of crop yields as a result of more birds in the area. Applicants explained that the habitat restoration activities planned for the proposed conservation parcel include converting more land to Oak savanna and encouraging native plant species such as Roemers fescue, golden paintbrush and the Willamette daisy. These plant species do not attract pest species of birds like Canadian geese that may prey upon grass seed.

e. For purposes of this section, potential impacts to farm and forest practices or the cost of farm and forest practices, impacts relating to the construction or installation of the proposed use shall be deemed part of the use itself for the purpose of conducting a review under this section.

No construction is proposed for establishment of the conservation parcel. The parcel will not be open to the public, so no parking area or structures will be required. Any access by U.S. Fish and Wildlife staff will be in the same manner and similar frequency that a farmer would access their fields. Any future proposed storage structures for tools would be consistent with acceptable farm practices such as agricultural exemption structures.

f. In the consideration of potentially mitigating conditions of approval under ORS 215.296(2), the governing body may not impose such a condition upon the owner of the affected farm or forest land or on such land itself, nor compel said owner to accept payment to compensate for the significant changes or significant increases in costs described in this section.

Marion County understands this standard and does not propose any such conditions.

Applicants provided information consistent with the requirements for addressing the farm impacts test. Marion County Planning Staff assessed the required information and did not identify any way that the proposed conservation parcel could force a significant change in accepted farm or forest practices in the area. Staff found that the potential for increased traffic to the area as the result of establishment of the conservation parcel would be limited to only U.S. Fish and Wildlife staff. Any increased traffic is consistent with the type of traffic resulting from active farm use of the parcel. Staff found that the potential for the conservation parcel to attract pest species of bird was negligible, and that the Applicants actively plan to promote habitat for other species of birds that have potential to be beneficial to farm uses in the area because of the insectivorous diet of these other bird species.

Based upon the information presented by the Applicants, assessment by Marion County Staff, and materials presented in the record, the proposal would not force a significant increase in the cost of accepted farm or forest practices in the area.

The farm impacts test criterion is met.

2. Adequate fire protection and other rural services are, or will be, available when the use is established.

The properties are both served by Sublimity Fire District and the Marion County Sheriff's Office. The criterion is met.

3. The use will not have a significant adverse impact on watersheds, groundwater, fish and wildlife habitat, soil and slope stability, air and water quality.

The use is likely to have a beneficial impact on all of these factors. No aspect of the conservation parcel proposal would have an adverse impact on any of these factors. The criterion is met.

4. Any noise associated with the use will not have a significant adverse impact on nearby land uses.

An increase in the bird population on the conservation parcel may result in more noise in the immediate area from bird calls. The volume of these bird calls is not anticipated to negatively impact nearby land uses. The criterion is met.

5. *The use will not have a significant adverse impact on potential water impoundments identified in the Comprehensive Plan, and not create significant conflicts with operations included in the Comprehensive Plan inventory of significant mineral and aggregate sites.*

There are no nearby water impoundments or aggregate sites. The criterion does not apply.

9. A wildlife and habitat conservation area is a conditional use in the EFU zone under MCC 17.136.050(H)(3) as an open space and is subject to the criteria in MCC 17.136.060(I):

1. *No enclosed structure with a design capacity greater than 100 people, or group of structures with a total design capacity of greater than 100 people, shall be approved within three miles of an urban growth boundary unless an exception is approved pursuant to OAR Chapter 660, Division 004.*

Applicants propose no new enclosed structures. The criterion is met.

2. *Any new enclosed structure or group of enclosed structures subject to this section shall be situated no less than one-half mile from other enclosed structures approved under OAR 660-33-130(2) on the same tract. For the purposes of this subsection, "tract" means a tract as defined in MCC 17.136.140(F) in existence on May 5, 2010.*

Applicants propose no new enclosed structures. The criterion is met.

3. *Existing facilities wholly within a farm use zone may be maintained, enhanced or expanded on the same tract, but existing enclosed structures within three miles of an urban growth boundary may not be expanded beyond the limits of this subsection.*

The existing structures on the area of the proposed conservation parcel are sheds. Applicants do not propose expansion of these structures. The urban growth boundary of Sublimity is less than a half-mile away and Applicants understand these restrictions. The criterion is met.

10. MCC 17.136.090 provides regulations that apply when property line adjustments and partitioning of land within an EFU cone are proposed. For the creation of a non-farm parcel, MCC 17.136.090(A)(2) states:

Non-Farm Parcels. A new non-farm parcel created pursuant to subsection (B) of this section shall only be as large as necessary to accommodate the use and any buffer area needed to ensure compatibility with adjacent farm uses.

B. *MCC 17.136.090(B) provides requirements for Creation of New Non-Farm Parcels:*

1. *A new non-farm parcel may be created for uses listed in MCC 17.136.040 (C) and (K) and MCC 17.136.050, except the residential uses in MCC 17.136.050 (A) and (B) or a home occupation.*

Applicants propose a wildlife and habitat conservation area which is a use consistent with the open space designation listed in MCC 17.136.050(H)(3). The criterion is met.

2. *The criteria in MCC 17.136.060 applicable to the use shall apply to the parcel.*

Applicants have addressed the criteria in MCC 17.136.060 (A) and (I) which apply to the proposed wildlife and habitat conservation area. See Section 8 above. The criteria is met.

3. *A non-farm parcel shall not be approved before the non-farm use is approved.*

The partition plat will not be signed off prior to assurance that the non-farm parcel will be sold to the U.S. Fish and Wildlife Service with deed restrictions in place to ensure the parcel will be in use as a conservation site in perpetuity. The criterion shall be met by conditions of approval prior to final approval of the non-farm parcel.

4. *A division of land for non-farm use shall not be approved unless any additional tax imposed for the change has been paid, or payment of any tax imposed is made a condition of approval.*

Applicants understand this requirement, and it shall be a condition of approval.

5. *A division of land may be permitted to create a parcel with an existing dwelling to be used:*

a. *As a residential home as described in ORS 197.660(2) only if the dwelling has been approved under MCC 17.136.050(L).*

b. *For a historic property that meets the definition in ORS 358.480 and is listed on the National Register of Historic Places.*

c. *Parcels created under this section must meet the following criteria:*

i. *The new parcel containing the dwelling must be a minimum of one acre in size.*

ii. *The proposal shall not involve a unit of land containing a farm-relative dwelling previously authorized under the Marion County Code or previous ordinance.*

iii. *The new parcel shall not be larger than the minimum size necessary for the use, taking into consideration septic system, septic repair area, water source, the dwelling, and accessory buildings.*

iv. The new parcel shall be adequately sized so that the existing dwelling meets the special setbacks from parcels in farm and forest use as described in MCC 17.136.070 if it was able to meet the special setbacks previously.

The proposed division to create a conservation parcel will result in one parcel with an existing dwelling. However, the creation of that parcel is not the subject of the Application. Therefore, this criterion does not apply.

6. If the land division is for the purpose of allowing a provider of public parks or open space, or a not-for-profit land conservation organization, to purchase at least one of the resulting parcels subject to the following criteria:

a. A parcel created by the land division that contains a dwelling is large enough to support continued residential use of the parcel.

As a result of the proposed land division to create a conservation parcel, there will be an approximately 11.08-acre parcel with a homesite created on the southern side of the access road that crosses the southern quarter of the subject parcel. This new 11.08-acre parcel will contain the homesite, accessory structures, and fields of row crops. The current property owners propose to sell the 58.92-acre conservation parcel to U.S. Fish and Wildlife, while retaining the 11.08-acres south of the access road that contains their dwelling. This 11.08-acre parcel will be large enough to support continued residential, and hobby farm, use of the parcel. The criterion is met.

b. A parcel created pursuant to this subsection that does not contain a dwelling:

i. Is not eligible for siting a dwelling, except as may be authorized under ORS 195.120;

The conservation parcel shall not be eligible for siting of a dwelling. ORS 195.120 applies to state parks and not federally managed conservation areas. The criterion is met.

ii. May not be considered in approving or denying an application for siting any other dwelling;

The conservation parcel shall not be considered in approving or denying an application for siting any other dwelling as a condition of approval.

iii. May not be considered in approving a redesignation or rezoning of forest lands or farmlands except for a redesignation or rezoning to allow a public park, open space or other natural resource use; and

The conservation area shall be established prior to the new parcel being created. No rezoning is required for the realization of the proposal. The conservation parcel, once created, shall not be considered in approving any redesignation or rezoning of forest or

farmlands except for those proposals relating to allow a public park, open space, or other natural resource use. This shall be a condition of approval.

- c. *May not be smaller than 25 acres unless the purpose of the land division is:*
 - i. *To facilitate the creation of a wildlife or pedestrian corridor or the implementation of a wildlife habitat protection plan; or*
 - ii. *To allow a transaction in which at least one party is a public park or open space provider, or a not-for-profit land conservation organization, that has cumulative ownership of at least 2,000 acres of open space or park property.*

The proposed partition would create a 58.92-acre parcel containing the proposed U.S. Fish and Wildlife Service habitat conservation area, and an 11.08-acre parcel containing the remnant homesite and hobby farm. The proposal is consistent with (ii.) of this criterion, being that a parcel smaller than 25-acres is being created to allow a transaction in which one party is the U.S. Fish and Wildlife Service which is a public park and open space provider that has a cumulative ownership far exceeding 2,000 acres of total park or open space property. The criterion is met.

7. *A division of land smaller than the minimum lot or parcel size described in subsections (A) and (B) of this section may be approved to establish a religious organization including cemeteries in conjunction with the religious organization if they meet the following requirements:*

- a. *The religious organization has been approved under MCC 17.136.040(C);*
- b. *The newly created lot or parcel is not larger than five acres; and*
- c. *The remaining lot or parcel, not including the religious organization, meets the minimum lot or parcel size described in subsections (A) and (B) of this section either by itself or after it is consolidated with another lot or parcel.*

No religious organization is proposed. The criterion does not apply.

8. *A portion of a lot or parcel that has been included within an urban growth boundary and redesignated for urban uses under the applicable acknowledged comprehensive plan may be divided off from the portion of the lot or parcel that remains outside the urban growth boundary and zoned for resource use even if the resource use portion is smaller than the minimum lot or parcel size established under ORS 215.780, subject to the following:*

- a. *The partition must occur along the urban growth boundary; and*

- b. *If the parcel contains a dwelling, the parcel must be large enough to support continued residential use;*
- c. *If the parcel does not contain a dwelling, the parcel:*
 - i. *Is not eligible for siting a dwelling, except as may be authorized under ORS 195.120;*
 - ii. *May not be considered in approving or denying an application for siting any other dwelling; and*
 - iii. *May not be considered in approving a redesignation or rezoning of forestlands under the acknowledged comprehensive plan and land use regulations, except for a redesignation or rezoning to allow a public park, open space or other natural resource use.*

No portion of the subject parcel is within an urban growth boundary. The criterion does not apply.

9. *Land that is divided under this section for utility facilities necessary for public service, including wetland waste treatment systems but not including commercial facilities for the purpose of generating electrical power for public use by sale or transmission towers over 200 feet in height, may not later be rezoned by the county for retail, commercial, industrial or other non-resource use, except as provided under the statewide land use planning goals or under ORS 197.732.*

No utility facility is proposed. The criterion does not apply.

- 11. Based on the above findings, Applicants' proposal meets the requirements for establishment of an open space habitat conservation area and partition to create a non-farm parcel in order to transfer ownership of the conservation area to the U.S. Fish and Wildlife Service.

VII. ORDER

It is hereby found that Applicants have adequately addressed all applicable criteria for a conditional permit to establish a 58.92 acre conservation parcel by partitioning a 67.96 acre parcel to create a 58.92 acre parcel and a 11.08 acre parcel in an Exclusive Farm Use zone located at 7908 Boedigheimer Rd. SE, Sublimity. Applicants' proposal meets the requirements for establishment of an open space habitat conservation area and partition to create a non-farm parcel in order to transfer ownership of the conservation area to the U.S. Fish and Wildlife Service. Therefore, subject to the following conditions of approval, the request is **APPROVED**. The following conditions are necessary for the public health, safety, and welfare.

- 1. Per ORS 92.055, parcels over 10 acres can be unsurveyed. Per ORS 92.050, plat must be submitted for review. Checking fee and recording fees required. A current or updated

title report must be submitted at the time of review. Title reports shall be no more than 15 days old at the time of approval of the plat by the Surveyor's Office, which may require additional updated reports.

2. Prior to plat approval, an existing septic system evaluation for the proposed southern parcel is required.
3. Prior to plat approval, Applicants shall submit documentation to Marion County Planning confirming that the 58.92-acre conservation parcel shall be transferred to United States Fish and Wildlife Service.
4. Applicants shall sign and submit a Farm/Forest Declaratory Statement (enclosed) to the Planning Division. This statement shall be recorded by the applicant with the Marion County Clerk after it has been reviewed and signed by the Planning Director.
5. The resulting parcels shall significantly conform to the revised site plan dated July 22, 2026. Minor variations are permitted upon review and approval by the Planning Director.
6. The conservation parcel shall not be eligible for siting a dwelling and may not be considered in either approving or denying an application for siting any other dwelling.
7. The conservation parcel may not be considered in approving a redesignation or rezoning of forest lands or farmlands except for a redesignation or rezoning to allow a public park, open space or other natural resource use.
8. Once the approved use is established the following conditions must be continually satisfied: After the final Partition plat has been recorded no alteration of property lines shall be permitted without first obtaining approval from the Planning Director.
9. This approval does not remove or affect covenants or restrictions imposed on the subject property by deed or other instrument. The proposed use may require permits and/or fees from other local, State or Federal agencies. This decision does not take the place of, or relieve the responsibility for, obtaining other permits or satisfying any restrictions or conditions. It is recommended that agencies that submitted comments (Findings of Fact, Section 8) be contacted to identify restrictions or necessary permits.
10. Applicants are advised that prior to recording the plat all taxes due must be paid to the Marion County Tax Department (contact the Marion County Tax Department at 503-588-5215 for verification of payments).
11. Applicants should contact the Sublimity Fire District to obtain a copy of the District's Recommended Building Access and Premise Identification regulations and the Marion County Fire Code Applications Guide. Fire District access standards may be more restrictive than County standards.

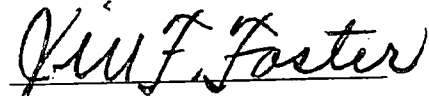
VIII. Effective Date

The Application approved herein shall become effective on the 21st day of August, 2026, unless the Marion County Board of Commissioners, on their own motion or by appeal timely filed, is asked to review this Order. In the event of Board review, this Order shall be stayed and shall be subject to such final action as is taken by the Board.

IX. Appeal Rights

An appeal of this decision may be taken by anyone aggrieved or affected by this Order. An appeal must be filed with the Marion County Clerk (555 Court Street NE, Salem, Oregon) by 5:00 p.m. on the 20th day of August, 2026. The appeal must be in writing, must be filed in duplicate, must be accompanied by a payment of \$500.00, and must state wherein this Order fails to conform to the provisions of the applicable code provision(s). If the Board denies the appeal, \$300.00 of the appeal fee will be refunded.

DATED this 5th day of August, 2026.



Jill F. Foster

Marion County Hearings Officer

CERTIFICATE OF MAILING

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

Greg Wilt
7908 Boedigheimer Rd SE
Sublimity, OR 97385

Ellen Wilt
7908 Boedigheimer Rd SE
Sublimity, OR 97385

Charles Parrott
911 NE 11th Ave
Portland, OR 97232

Anderson Beals
693 Chemeketa St NE
Salem, OR 97301

Jack and Cori Frauendiener
PO Box 236
14538 Triumph Rd. SE
Sublimity, OR 97385

City: Sublimity:
PO Box 146
Sublimity, OR 97385

Area Advisory Committee 3:

Roger Kaye
Friends of Marion County
P.O. Box 3274
Salem, OR 97302

1000 Friends of Oregon
133 SW 2nd Ave
Portland, OR 97204-2597

Pudding River Watershed Council (via email)
anna@puddingriverwatershed.org
cleanpuddingriver@gmail.com

County Agencies Notified:

Assessor's Office (via email)
assessor@co.marion.or.us

Tax Collector (via email)
NMcVey@co.marion.or.us

Surveyor's Office (via email)
KInman@co.marion.or.us

Fire District:
115 NW Parker St.
Sublimity, OR 97385

Planning Division (via email)
breich@co.marion.or.us
abarnes@co.marion.or.us
jspeckman@co.marion.or.us
ediaz@co.marion.or.us

Building Inspection (via email)
pwolterman@co.marion.or.us
Kaldrich@co.marion.or.us
CTate@co.marion.or.us

Public Works LDEP Section (via email)
jasmussen@co.marion.or.us
mcldep@co.marion.or.us
JShanahan@co.marion.or.us

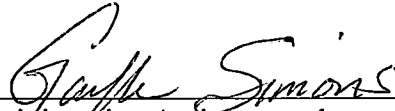
School District:

North Santiam School District

1155 N. 3rd Avenue

Stayton, OR 97383

By mailing to them copies thereof. I further certify that said copies were placed in sealed envelopes addressed as noted above, that said copies were deposited in the United States Post Office at Salem, Oregon, on the 5th day of August, 2026 and that the postage thereon was prepaid.

A handwritten signature in cursive script, reading "Gayle Simons", is written over a horizontal line.

Administrative Assistant to the
Hearings Officer



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 8/19/2026

Department: Public Works

Title: Amendment No. 1 to Colton Construction Contract PW-6936-25

Management Update/Work Session Date: 8/11/2026 Audio/Visual aids ☐

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

Requested Action:

Approve Amendment No. 1 containing Contract Change Order Nos. 1, 2, 3, 4 and 5 to Contract.PW-6936-25 with Colton Homes, Inc. dba Colton Construction, increasing the contract value by \$218,387.40 from \$2,087,000.00 to \$2,305,387.40 for the construction of site improvements at up to seven (7) new or improved radio communication sites.

**Issue, Description
& Background:**

Colton Construction is providing primary construction of seven (7) new or improved radio communication sites for the Marion County Radio Project under Contract PW-6938-25. Amendment No. 1 will incorporate Contract Change Orders 1 thru 5, as follows:
CCO #1 - no cost contract time extension
CCO #2 - \$4,710.00 - added gravel surfacing
CCO #3 - \$10,939.92 - added structural and non-structural repairs
CCO #4 - \$75,424.48 - modified tower foundation
CCO #5 - \$127,313.00 - replaces Whipper tower foundation with reinforced concrete drilled shafts and extends contract time through October 30, 2026

Financial Impacts:

This is a budgeted expense under CIP 22-308.

**Impacts to Department
& External Agencies:**

None

List of attachments:

Amendment No. 1 to PW-6938-25

Presenter:

Brian Nicholas

**Department Head
Signature:**

BNicholas

Digitally signed by BNicholas
Date: 2026.08.11 11:54:56 -07'00'

Contract Review Sheet

Public Improvement Agreements

PW-6938-25 - Am1

Title: **Construction and Other Site Improvements at Various Radio Communications Sites for the Marion County Radio Project**

Contractor's Name: **Colton Homes, Inc**

Department: **Public Works Department**

Contact: **Alicia Jones**

Analyst: **Kathleen George**

Phone #: **503-373-4388**

Term - Date From: **Execution**

Expires: **October 30, 2026**

Original Contract Amount: **\$ 2,087,000.00**

Previous Amendments Amount: **\$ 218,387.40**

Current Amendment: **\$ -**

New Contract Total: **\$ 2,305,387.40**

Amd% **10%**

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

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

ITB# **PW1707-25**

Description of Services or Grant Award

Construction of Earthwork, Surfacing, Structural, Mechanical, Electrical and Other Site Improvements at Various Radio Communications Sites for the Marion County Radio Project.

Amendment 1 - increases contract by \$218,387.40 from 2,087,000.00 to \$2,305,387.40 to incorporate change orders 1, 2, 3, 4 and 5:

CCO #1 - no cost contract time extension

CCO #2 - \$4,710.00 - added gravel surfacing at METCOM

CCO #3 - \$10,939.92 - structural and non-structural repair of Lower Prospect radio room

CCO #4 - \$75,424.48 - replace ballasted slab foundation for Whipper tower with anchored footings

CCO #5 - \$127,313.00 - Differing Site Conditions - replace Whipper tower footing anchors with reinforced concrete drilled shafts and extend contract through October 30, 2026.

Desired BOC Session Date: **8/19/2026**

Contract should be in DocuSign by: **7/29/2026**

Agenda Planning Date: **8/6/2026**

Printed packets due in Finance: **8/4/2026**

Management Update: **8/4/2026**

BOC upload / Board Session email: **8/5/2026**

BOC Session Presenter(s) **Brian Nicholas**

Code: **Y**

REQUIRED APPROVALS

Finance - Contracts _____ Date _____

Contract Specialist _____ Date _____

Legal Counsel _____ Date _____

Chief Administrative Officer _____ Date _____



AMENDMENT 1 to PW-6938-25
the CONSTRUCTION CONTRACT
between
MARION COUNTY
and
COLTON HOMES, INC. dba COLTON CONSTRUCTION

This Amendment No. 1 to the Construction Contract (as amended from time to time, the “Contract”), dated January 12, 2026, between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Colton Homes, Inc., hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~strike through~~): Change order 2026-402-01, 2026-402-02, 2026-402-03, 2026-402-04, and 2026-402-05 attached to this Amendment, are hereby incorporated.

Page 1, Paragraph 2, 1st sentence: “Contractor, in consideration of the sum of ~~\$2,087,000.00~~ \$2,305,387.40 to be paid to the Contractor by the County...”

Special Provisions, Subsection 00180.50(h) Contract Time – “The Contractor shall complete all Work to be done under the Contract not later than ~~July 31, 2026~~ October 30, 2026.”

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

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
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 Date

COLTON HOMES, 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: MARION COUNTY RADIO PROJECT
CONTRACT NO: 2026-402

CHANGE ORDER NO: 1
PW-6938-25

CONTRACTOR NAME: Colton Homes Inc. DBA Colton Construction
ADDRESS:
PO Box 1168
Oregon City OR 97045
BILLING ADDRESS:

Reason for Change Order: Contract Time Extension

Add 49 days contract time due to slow contracting procedures thus extending the contract completion date to September 18, 2026.

Contract Document Revisions (Plans/Specs):

Make the following changes to the contract special provisions:

00180.50(h) - Replace "July 31" with "September 18".

00180.50(i) - In the table, replace:

- "April 1" with "May 20"
- "May 1" with "June 19"
- "April 22" with "June 10"
- "May 22" with "July 10"
- "May 13" with "July 1"
- "June 12" with "July 31"

Project Number	Pay Item #	Item Description	Est Quan.	Unit	Agreed Price/Unit	Amount	Reason Code
1	0180-0060	CONTRACT TIME CHANGE	49	DY (Day)	\$0.00	\$0.00	31

Estimated Net Cost Effect of the Agreement on the Contract:

\$0.00

Reason Codes

31	Delays by things not under control of Contractor other than those caused by utilities.
----	--

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: 01/08/2026

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

Alicia Jones

Marion County Contract Manager
Date: 01/08/2026

Brandon Stoyles

Marion County Project Manager
Date: 01/08/2026

Brian Nicholas

Marion County Director of Public Works

Date: 01/09/2026

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: MARION COUNTY RADIO PROJECT

CONTRACT NO: 2026-402

CHANGE ORDER NO: 2
PW-6938-25

CONTRACTOR NAME: Colton Homes Inc. DBA Colton Construction

ADDRESS:

PO Box 1168

Oregon City OR 97045

BILLING ADDRESS:

Reason for Change Order: Metcom Access

The purpose of this change order is to construct a 12 ft access drive at the MetCom site (Proj 6) from the parking lot to the building for Woodburn PD and Marion County to have vehicle access to the new radio equipment building.

Contract Document Revisions (Plans/Specs): Add item 9999-0342 1 LS at the agreed upon price of \$4,710

Project Number	Pay Item #	Item Description	Est Quan.	Unit	Agreed Price/Unit	Amount	Reason Code
6	9999-0342	CONSTRUCT VEHICLE ACCESS	1	LS (Lump Sum)	\$4,710.00	\$4,710.00	24

Estimated Net Cost Effect of the Agreement on the Contract:

\$4,710.00

Reason Codes

24	New requirements became available after the Contract was awarded
----	--

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.

Jared Colton

Date: 02/10/2026

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

Alicia Jones

Marion County Project Manager
Date: 02/10/2026

Brandon Stoyles

Marion County Capital Projects Manager
Date: 02/10/2026

Brian Nicholas

Date: 02/11/2026

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: MARION COUNTY RADIO PROJECT

CONTRACT NO: 2026-402

CHANGE ORDER NO: 3
PW-6938-25

CONTRACTOR NAME: Colton Homes, INC DBA Colton Construction

ADDRESS:

PO Box 1168

oregon city OR 97045

U.S.A.

BILLING ADDRESS:

Reason for Change Order: Lower Prospect Roof Repair

The purpose of this change order is to construct roof repairs on the existing equipment building at the Lower Prospect site. Work is to include installation of new rafters, Simpson strong-tie clips, barge boards and a 12" overhang as well as new plywood, and soffits with venting. Includes removal of old hardware and repinning any remaining wall lumber for FRP installation.

Contract Document Revisions (Plans/Specs): No contract time is added for this change.

Project Number	Pay Item #	Item Description	Est Quan.	Unit	Agreed Price/Unit	Amount	Reason Code
4	1220-0100	ROOF STRUCTURE	1	LS (Lump Sum)	\$10,939.92	\$10,939.92	21

Estimated Net Cost Effect of the Agreement on the Contract:

\$10,939.92

Reason Codes

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.

Jared Colton

Date: 03/03/2026

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

Alicia Jones

Marion County Project Manager
Date: 03/03/2026

Brandon Stoyles

Marion County Project Manager
Date: 03/03/2026

Brian Nicholas

Date: 03/03/2026

Marion County Public Works Director

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: MARION COUNTY RADIO PROJECT

CONTRACT NO: 2026-402

CHANGE ORDER NO: 4
PW-6938-25

CONTRACTOR NAME: Colton Homes, INC DBA Colton Construction

ADDRESS:

PO Box 1168

Oregon City OR 97045

U.S.A.

BILLING ADDRESS:

Reason for Change Order: Proj 7- Whipper tower foundation design

The purpose of this change order is to replace the Whipper radio tower foundation design that was originally bid (a ballasted slab foundation) with a new foundation design (grouted anchor footings). This CCO simply replaces a portion of the original bid drawings with new drawings and increases the price of the Whipper pay item by \$75,424.48, increasing the total contract amount to \$2,178,074.40.

“ATTACHMENT C – WIPPER

Replace the document entitled “SABRE 180 FT MODEL S3TJ-HD2 TOWER ERECTION DRAWING (WIPPER)” dated August 7, 2025, with the enclosed tower erection drawings dated March 31, 2026, and the enclosed Structural Design Report dated February 11, 2026.

Clarification: Refer to Structural Design Report, Page 3, Note 8 – Because the specified proof loading and specified post-tensioned clamping force are the same, primary tensioning of the anchor rods shall satisfy the specified proof loading requirement. So separate proof loading is necessary.

No contract time is added due to this change.

Contract Document Revisions (Plans/Specs):

See attached:

- 1. SABRE 180 FT MODEL S3TJ-HD2 TOWER ERECTION DRAWING (WIPPER) dated March 31, 2026**
- 2. Structural Design Report – 180’ S3TL Series HD2 Self-Supporting Tower (Whipper) dated February 11, 2026**

Project Number	Pay Item #	Item Description	Est Quan.	Unit	Agreed Price/Unit	Amount	Reason Code
7	9999-0594	WIPPER FOUNDATION REDESIGN	1	LS	\$75,424.48	\$75,424.48	21

Estimated Net Cost Effect of the Agreement on the Contract:

\$75,424.48

Reason Codes

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.

See attached for Jared Colton's signature – JJC

Date: 05/26/2026

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.

Alicia Jones

Marion County Project Manager
Date: 05/26/2026

Brandon Stoyles

Marion County Capital Project Manager
Date: 05/26/2026

Brian Nicholas

Marion County Director of Public Works

Date: 05/26/2026

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: MARION COUNTY RADIO PROJECT

CONTRACT NO: 2026-402

CHANGE ORDER NO: 5
PW-6938-25

CONTRACTOR NAME: Colton Homes, INC DBA Colton Construction

ADDRESS:

PO Box 1168

oregon city OR 97045

U.S.A.

BILLING ADDRESS:

Reason for Change Order: Wipper Site Revisions & Contract Time

Wipper Radio Site - Drilling for the original drilled-and-grouted rock anchor tower foundations revealed the Wipper Radio Site is underlain by interbedded clay layers of variable depth and thickness, which was not identified in the geotechnical report constituting a Differing Site Condition. This Contract Change Order No. 5 replaces the original drilled-and-grouted rock anchor tower foundations with 6-foot-diameter reinforced concrete drilled shaft foundations.

Add 6 weeks to the current completion date of September 18th for a new completion date of October 30, 2026.

Contract Document Revisions (Plans/Specs):

WIPPER

Construct the following, including all labor, equipment, and materials necessary to complete the work:

Construct three (3) 6-foot-diameter x 35'-6" long reinforced concrete drilled shaft foundations according to the enclosed stamped construction drawings.

Demolish all completed and partially constructed 4-½" diameter drilled-and-grouted foundation anchors to a depth of 6" below finished grade and abandon the remaining portions of such anchors in place.

Pay Item Price = \$127,313.00.

Project Number	Pay Item #	Item Description	Est Quan.	Unit	Agreed Price/Unit	Amount	Reason Code
1	0180-0050	CONTRACT TIME CHANGE	1	LS (Lump Sum)	\$0.00	\$0.00	21
2	0180-0050	CONTRACT TIME CHANGE	1	LS (Lump Sum)	\$0.00	\$0.00	21
3	0180-0050	CONTRACT TIME CHANGE	1	LS (Lump Sum)	\$0.00	\$0.00	21
4	0180-0050	CONTRACT TIME CHANGE	1	LS (Lump Sum)	\$0.00	\$0.00	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

5	0180-0050	CONTRACT TIME CHANGE	1	LS (Lump Sum)	\$0.00	\$0.00	21
6	0180-0050	CONTRACT TIME CHANGE	1	LS (Lump Sum)	\$0.00	\$0.00	21
7	0180-0050	CONTRACT TIME CHANGE	1	LS (Lump Sum)	\$0.00	\$0.00	21
7	9999-0659	WIPPER SITE REVISIONS	1	LS	\$127,313.00	\$127,313.00	26

Estimated Net Cost Effect of the Agreement on the Contract:

\$127,313.00

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.

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 Program Manager
Date: [3#obtained#5]

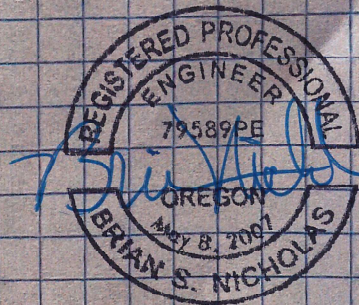
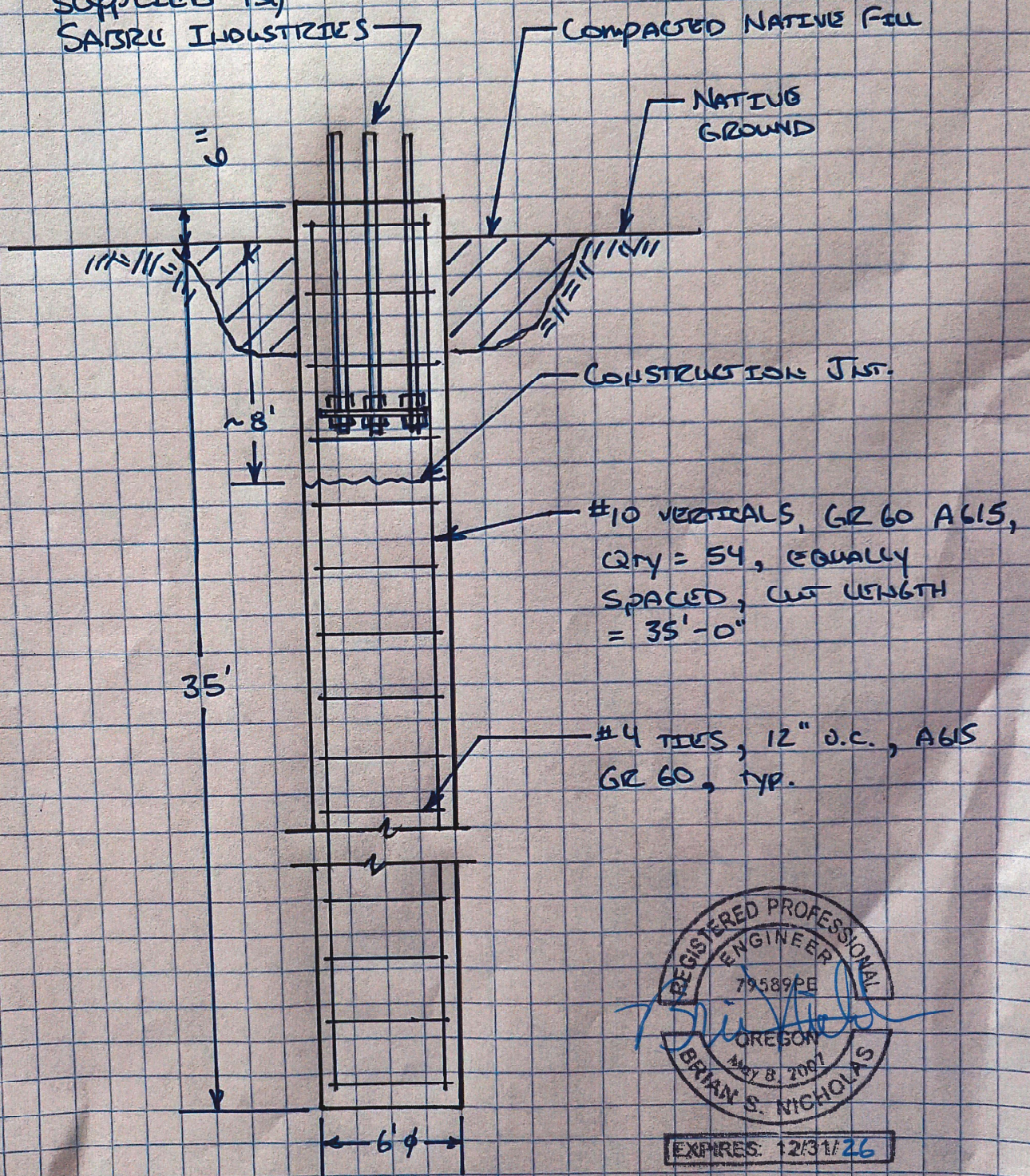
[4#first_last#6]

Date: [4#obtained#7]

Marion County Director of Public Works

WHIPPER RADIO SITE

ANCHOR ASSEMBLY
SUPPLIED BY
SABRE INDUSTRIES



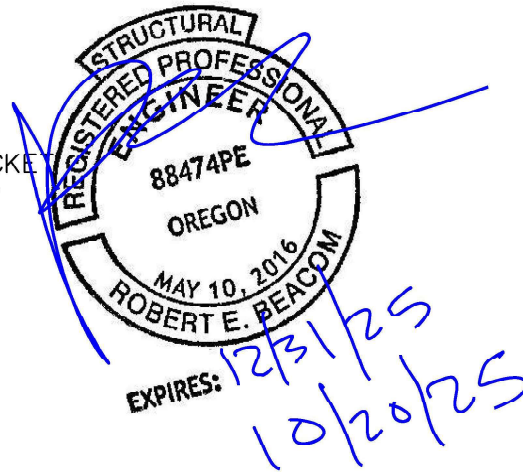
EXPIRES: 12/31/26

DRAWN SHAF DETAIL

NOTE: CONSTRUCT ACCORDING TO SABRE
INDUSTRIES ERECTION DRAWINGS
FOR LOWER PROSPECT, ATTACHED.

563426-F1	CAISSON FOUNDATION
C30400341	LEG TO LEG TEMPLATE
9030714	TOWER BASE INSTALLATION
563426-S15	SECTION 0 FT. — 20 FT.
563426-S14	SECTION 20 FT. — 40 FT.
563426-S13	SECTION 40 FT. — 60 FT.
563426-S12	SECTION 60 FT. — 80 FT.
563426-S11	SECTION 80 FT. — 100 FT.
563426-S10	SECTION 100 FT. — 120 FT.
563426-S09	SECTION 120 FT. — 140 FT.
563426-S08	SECTION 140 FT. — 160 FT.
563426-S07	SECTION 160 FT. — 180 FT.
563426-SB1	STEP BOLT ATTACHMENT INSTALLATION
C30011-1	SAFETY CLIMB BOTTOM MOUNTING BRACKET
C30011-2	SAFETY CLIMB TOP MOUNTING BRACKET
C30003001	SAFETY CLIMB INTERMEDIATE BRACKET
SEE MANUAL W/KIT	CABLE SAFETY CLIMB DEVICE
563426-WG1	WAVEGUIDE LADDER INSTALLATION
563426-WG2	WAVEGUIDE LADDER INSTALLATION
563426-WG3	WAVEGUIDE LADDER INSTALLATION
9031861	WAVEGUIDE LADDER
C30008022	TOWER LEG CAP KIT
563426-SA1	3' SIDEARM @ 179'
563426-PM1	4 1/2 O.D. PIPE MOUNT KIT FOR SIDEARM @ 179'
563426-ST1	SWIVEL KNUCKLE TIEBACK KITS FOR SIDEARM @ 179'
563426-FM1	2 3/8 O.D. FLUSH MOUNT KIT @ 177'
563426-SA2	3' SIDEARMS @ 175'
563426-PM2	4 1/2 O.D. PIPE MOUNT KITS FOR SIDEARMS @ 175'
563426-ST2	SWIVEL KNUCKLE TIEBACK KITS FOR SIDEARMS @ 175'
563426-PM3	4 1/2 O.D. PIPE MOUNT KITS @ 173'
C30085002	8' ICE SHIELD ASSEMBLY @ 170'
563426-PM4	4 1/2 O.D. PIPE MOUNT KIT @ 165'
563426-SA3	3' SIDEARMS @ 165'
563426-PM5	4 1/2 O.D. PIPE MOUNT KITS FOR SIDEARMS @ 165'
563426-ST3	SWIVEL KNUCKLE TIEBACK KITS FOR SIDEARMS @ 165'
C30085002	8' ICE SHIELD ASSEMBLIES @ 155'
563426-PM6	4 1/2 O.D. PIPE MOUNT KITS @ 150'
563426-PM7	4 1/2 O.D. PIPE MOUNT KIT @ 143'
563426-SA4	3' SIDEARM @ 143'
563426-PM8	4 1/2 O.D. PIPE MOUNT KIT FOR SIDEARM @ 143'
563426-ST4	SWIVEL KNUCKLE TIEBACK KITS FOR SIDEARM @ 143'
563426-SA5	3' SIDEARM @ 140'
563426-PM9	4 1/2 O.D. PIPE MOUNT KIT FOR SIDEARM @ 140'
563426-ST5	SWIVEL KNUCKLE TIEBACK KITS FOR SIDEARM @ 140'
563426-PM10	4 1/2 O.D. PIPE MOUNT KIT @ 137'
563426-SA6	3' SIDEARM @ 134'

UNLESS ALL FINISH TOLERANCES ARE AS SHOWN



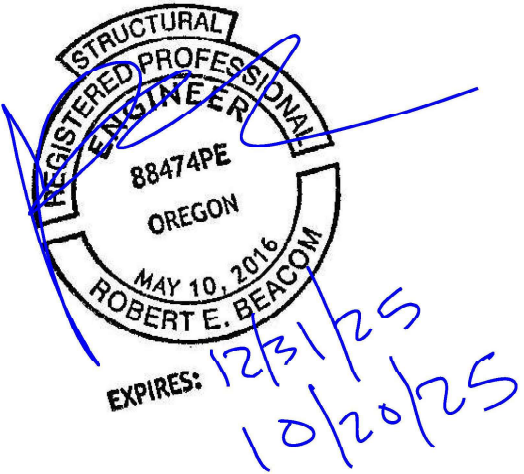
TOWER DESIGN INFORMATION

THIS TOWER DESIGN ALSO MEETS OR EXCEEDS THE REQUIREMENTS OF THE 2022 OREGON STRUCTURAL SPECIALTY CODE.

DESIGN CRITERIA – ANSI/TIA-222-H	
WIND SPEED (NO ICE)	108 MPH
WIND SPEED (ICE)	30 MPH
DESIGN ICE THICKNESS	1.00 IN
RISK CATEGORY	IV
EXPOSURE CATEGORY	C
TOPOGRAPHIC FACTOR PROCEDURE	METHOD 2 (RIGOROUS)
TOPOGRAPHIC FEATURE	ESCARPMENT (DOWNWIND)
CREST HEIGHT	850 FT
LENGTH OF TOPOGRAPHIC FEATURE	5900 FT
HORIZONTAL DISTANCE FROM STRUCTURE TO CREST	2600 FT
GROUND ELEVATION	1005 FT
SEISMIC IMPORTANCE FACTOR, I_e	1.50
0.2-SEC SPECTRAL RESPONSE, S_s	0.847 g
1-SEC SPECTRAL RESPONSE, S_1	0.431 g
SITE CLASS	E
SEISMIC DESIGN CATEGORY	D
BASIC SEISMIC FORCE-RESISTING SYSTEM	TELECOMMUNICATION TOWER (TRUSS: STEEL)

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES				MATERIAL:		Sabre Industries™ INNOVATION DELIVERED		<u>MASTER:</u> 180 FT. MODEL S3TL-HD2				
TOLERANCES: FRACTIONS ± 1/16" ANGLES ± 1/2 DEG. DECIMALS ± .010"				TOLERANCES DO NOT APPLY TO RAW MATERIAL				<u>SITE:</u> LOWER PROSPECT, OR				
						CONFIDENTIAL This document and the information contained herein is the confidential trade secret property of Sabre Industries, Inc. ("Sabre") and must not be reproduced, copied or used, in whole or in part, for any purpose without the prior written consent of Sabre. © 2025 Sabre Industries, Inc. All rights reserved.		<u>CUSTOMER:</u> MARION COUNTY OREGON				
					JOB NO. 563426			SIZE	DRAWING NO.		REV	
					DATE			08/07/25	B	563426-MS		0
					DRAWN BY			KMP				
					CHECKED BY			ZAK			SCALE	PAGE
										NONE	2 OF 3	
REV	DATE	DRW	CHK	DESCRIPTION								

DESIGNED APPURTENANCE LOADING						
ELEV.	ANTENNAS			ELEV.	ANTENNAS	
189.62'	(1) DB224A			165'	(1) UHX8-59	
186.22'	(1) SC479-HF1LDF			165'	(1) VHLPX6-6W-6WH	
185'	(1) EXTENDIBLE LIGHTNING ROD			163'	3FT SIDEARM	
184.14'	(1) CC807-09			155'	(1) 6' ICE SHIELD	
182.22'	(3) SC479-HF1LDF			155'	(1) 6' ICE SHIELD	
179'	3FT SIDEARM			150'	(2) LEG DISH MOUNT	
179'	3FT SIDEARM			150'	(2) VHLPX6-6W-6WH	
179'	3FT SIDEARM			143'	3FT SIDEARM	
177'	FLUSH MOUNT			143'	LEG DISH MOUNT	
177'	(1) 429-83H-01			143'	(1) 3' X 1' X 3IN PANEL	
175'	(2) 3FT SIDEARMS			143'	(1) VHLPX6-6W-6WH	
173'	(2) LEG DISH MOUNT			140'	3FT SIDEARM	
173'	LEG DISH MOUNT			140'	(1) 3' X 1' X 3IN PANEL	
173'	(1) 1' H.P. DISH			137.5'	(1) 7' X 2" WHIP	
173'	(2) VHLP2-23-2GR/B			137'	LEG DISH MOUNT	
170'	(1) 6' ICE SHIELD			137'	(1) VHLPX4-11W/A	
168.46'	(1) OA20-67-DIN			134'	3FT SIDEARM	
167.21'	(1) SE414-SWBPALDF(DXX)			130.5'	(1) 7' X 2" WHIP	
166.5'	(1) 7' X 2" WHIP			129.5'	(1) DB404-B	
165'	3FT SIDEARM		127'	3FT SIDEARM		
165'	3FT SIDEARM		127'	3FT SIDEARM		
165'	LEG DISH MOUNT		120'	3 EHD V-BOOM - 12FT FACE - 3FT STANDOFF		
165'	LEG DISH MOUNT		120'	(12) 80010992		



UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES		MATERIAL:				MASTER: 180 FT. MODEL S3TL-HD2					
TOLERANCES: FRACTIONS ± 1/16" ANGLES ± 1/2 DEG. DECIMALS ± .010"		TOLERANCES DO NOT APPLY TO RAW MATERIAL				SITE: LOWER PROSPECT, OR					
				CONFIDENTIAL This document and the information contained herein is the confidential trade secret property of Sabre Industries, Inc. ("Sabre") and must not be reproduced, copied or used, in whole or in part, for any purpose without the prior written consent of Sabre. © 2025 Sabre Industries, Inc. All rights reserved.		CUSTOMER: MARION COUNTY OREGON					
						JOB NO. 563426		SIZE	DRAWING NO.		REV
						DATE 08/07/25		B	563426-MS		0
						DRAWN BY KMP				SCALE	PAGE
						CHECKED BY ZAK				NONE	3 OF 3
REV	DATE	DRW	CHK	DESCRIPTION							

GENERAL NOTES

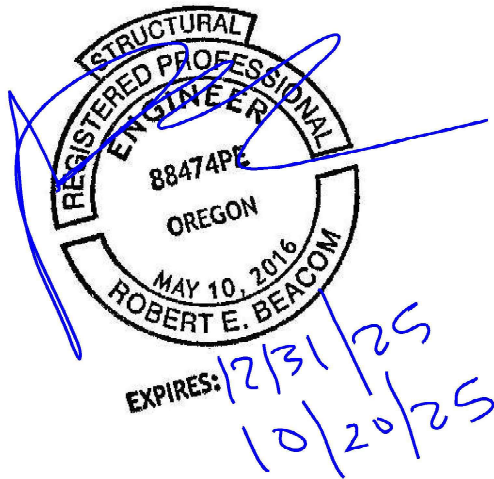
- 1. CONCRETE SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 4,500 PSI, IN ACCORDANCE WITH ACI 318-19. (2 REBAR TIES REQ'D IN THE TOP 5")
- 2. REBAR TO CONFORM TO ASTM SPECIFICATION A615 GRADE 60.
- 3. ALL REBAR TO HAVE A MINIMUM OF 3" CONCRETE COVER.
- 4. ALL EXPOSED CONCRETE CORNERS TO BE CHAMFERED 3/4".
- 5. THE FOUNDATION DESIGN IS BASED ON THE GEOTECHNICAL REPORT BY BLACK MOUNTAIN CONSULTING, LLC, PROJECT 250013-GEO, DATED APRIL 7, 2025.
- 6. SEE THE GEOTECHNICAL REPORT FOR DRILLED PIER INSTALLATION REQUIREMENTS, IF SPECIFIED.
- 7. THE BOTTOM ANCHOR BOLT TEMPLATE SHALL BE POSITIONED AS CLOSELY AS POSSIBLE TO THE BOTTOM OF THE ANCHOR BOLTS.
- 8. THIS FOUNDATION IS DESIGNED FOR A MAX CAPACITY RATIO OF 70%.
- 9. DISTANCE BETWEEN CENTER OF ANCHOR BOLT CAGE AND THE CENTER OF THE PIER NOT TO EXCEED 1/2" WITHOUT APPROVAL FROM ENGINEER OF RECORD.
- 10. ONE ANCHOR BOLT MUST BE ALIGNED DIRECTLY WITH THE CENTER OF THE TOWER (TYPICAL).

BASE REACTIONS – ANSI/TIA-222-H (WIND/ICE)

TOTAL FOUNDATION		INDIVIDUAL FOOTING	
SHEAR (KIPS)	65.66	SHEAR (KIPS)	38.7
AXIAL (KIPS)	147.99	COMPRESSION (KIPS)	355
MOMENT (FT-KIPS)	6721	UPLIFT (KIPS)	310

BASE REACTIONS – ANSI/TIA-222-H (SEISMIC)

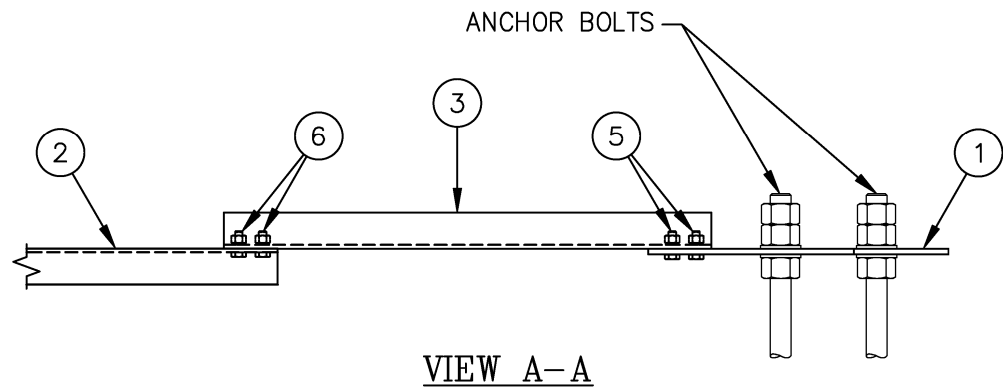
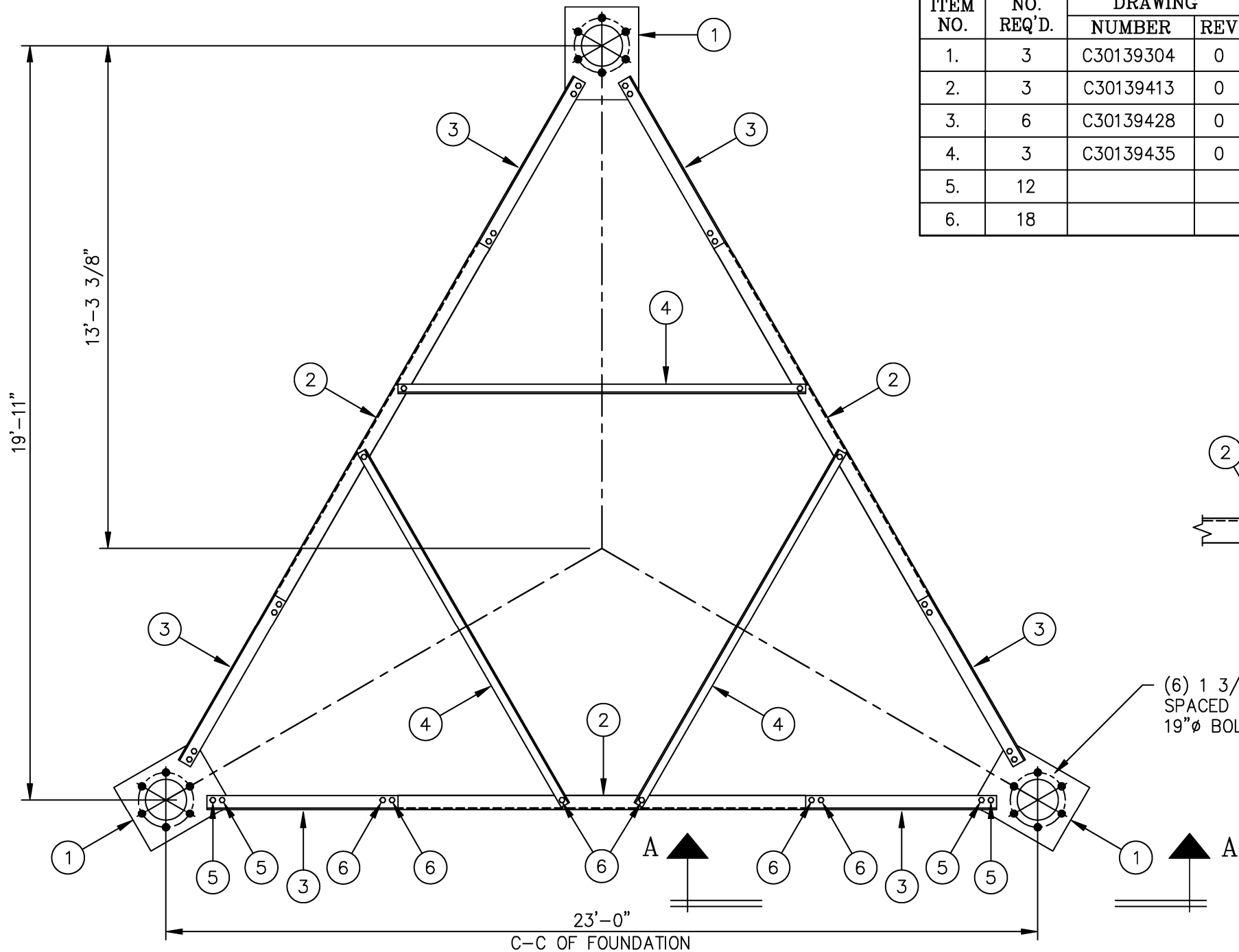
TOTAL FOUNDATION		INDIVIDUAL FOOTING	
SHEAR (KIPS)	24.15	SHEAR (KIPS)	17.2
AXIAL (KIPS)	91.05	COMPRESSION (KIPS)	169
MOMENT (FT-KIPS)	2754	UPLIFT (KIPS)	121



UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES				MATERIAL:				FOUNDATION: 180 FT. MODEL S3TL-HD2						
TOLERANCES: FRACTIONS ± 1/16" ANGLES ± 1/2 DEG. DECIMALS ± .010"				TOLERANCES DO NOT APPLY TO RAW MATERIAL				SITE: LOWER PROSPECT, OR						
						CONFIDENTIAL This document and the information contained herein is the confidential trade secret property of Sabre Industries, Inc. ("Sabre") and must not be reproduced, copied or used, in whole or in part, for any purpose without the prior written consent of Sabre. © 2025 Sabre Industries, Inc. All rights reserved.		JOB NO. 563426		SIZE B	DRAWING NO. 563426-F1		REV 0	
								DATE	07/02/25					
								DRAWN BY		CK			SCALE NONE	PAGE 2 OF 2
								CHECKED BY		KC				
REV	DATE	DRW	CHK	DESCRIPTION										

C30400341 LEG TO LEG TEMPLATE

ITEM NO.	NO. REQ'D.	DRAWING		PART NO.	DESCRIPTION	WEIGHT LBS.	PAINT
		NUMBER	REV				
1.	3	C30139304	0	C30139304	PLATE, ANCHOR BOLT TEMPLATE 1 3/4"Ø A.B. ON 19"Ø B.C.	155	N/R
2.	3	C30139413	0	C30139413	ANGLE, TEMPLATE SUPPORT, 3 X 3 X 3/16 X 10'-0	111	N/R
3.	6	C30139428	0	C30139428	ANGLE, TEMPLATE SUPPORT, 3 X 3 X 3/16 X 6'-1 3/4	136	N/R
4.	3	C30139435	0	C30139435	ANGLE, TEMPLATE SUPPORT, 2 1/2 X 2 1/2 X 3/16 X 11'-0	101	N/R
5.	12			C40026023	BOLT ASSEMBLY, 5/8 Ø X 2 A325	6	
6.	18			C40026022	BOLT ASSEMBLY, 5/8 Ø X 1 3/4 A325	8	
TOTAL WEIGHT IN LBS.						517	



- NOTE:**
1. ALWAYS COMPARE THE DIMENSIONS SHOWN ON THIS DRAWING WITH THE PROPER CONCRETE FOUNDATION DRAWING, PRIOR TO PLACING CONCRETE.
 2. ONE ANCHOR BOLT MUST BE ALIGNED DIRECTLY WITH THE CENTER OF THE TOWER (TYPICAL AT ALL (3) LEGS).
 3. VERIFY ANCHOR BOLT CENTER-TO-CENTER SPACING ON ALL (3) FACES AND ALIGNMENT OF ANCHOR BOLTS WITH THE CENTER OF THE TOWER AT ALL (3) LEGS PRIOR TO PLACING CONCRETE.
 4. PROVIDE NECESSARY SUPPORT TO ELIMINATE ANY MOVEMENT DURING CONCRETE PLACEMENT AND CURING.

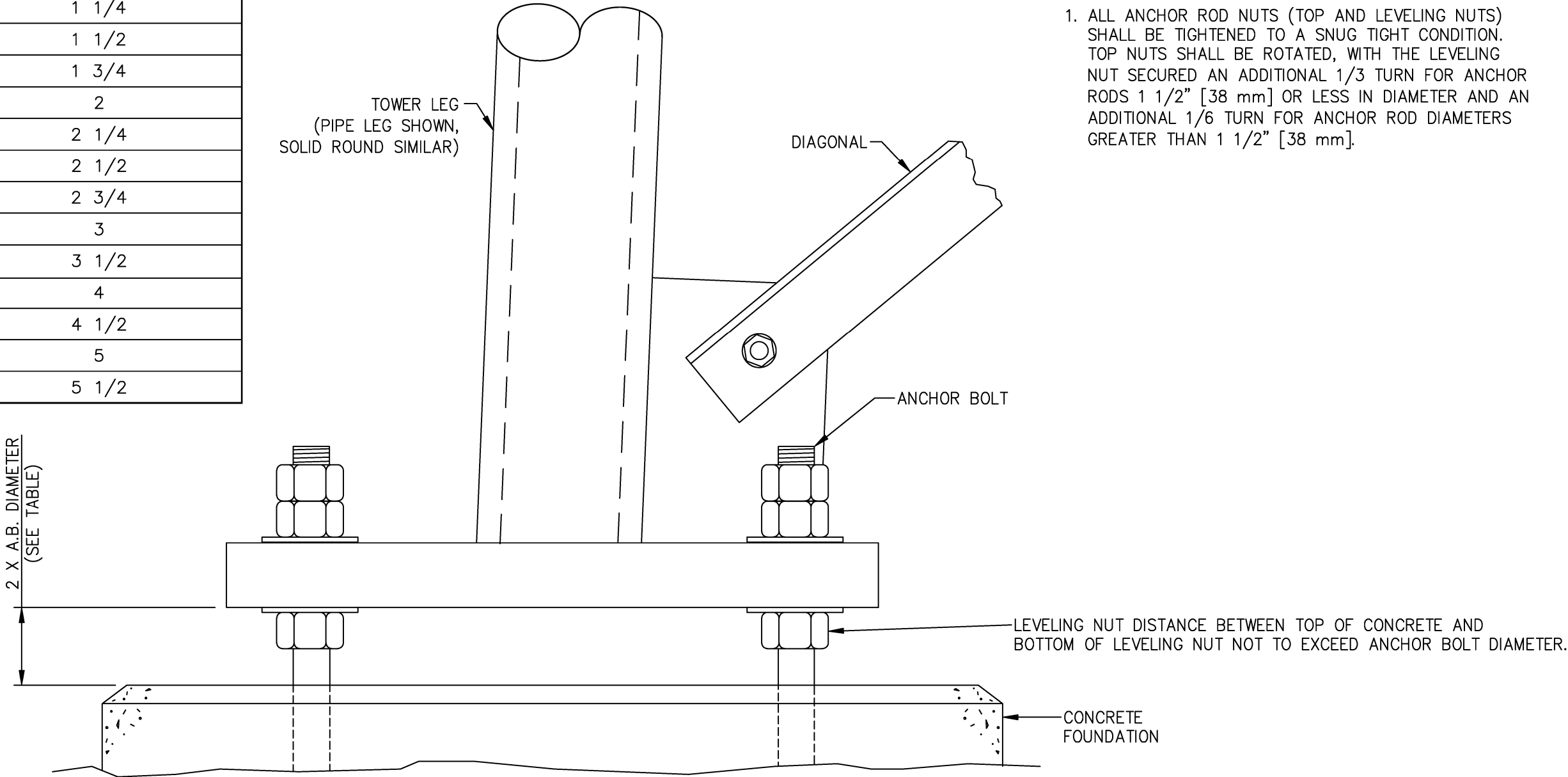
PLAN VIEW

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES					MATERIAL:				LEG TO LEG TEMPLATE INSTALLATION FOR MODEL S3TL SECTION 15 BASE SPREAD 23'-0" C-C OF FOUNDATION (6) 1 3/4"ø A.B. ON A 19"ø B.C.									
TOLERANCES: FRACTIONS ± 1/16" ANGLES ± 1/2 DEG. DECIMALS ± .010"					TOLERANCES DO NOT APPLY TO RAW MATERIAL													
							CONFIDENTIAL This document and the information contained herein is the confidential trade secret property of Sabre Industries, Inc. ("Sabre") and must not be reproduced, copied or used, in whole or in part, for any purpose without the prior written consent of Sabre. © 2022 Sabre Industries, Inc. All rights reserved.					SIZE		DRAWING NO.		REV		
						DATE				02/14/20		B		C30400341		1		
						DRAWN BY				DRL								
						CHECKED BY				LRD								
1	07/02/25	GCK	KCG	REMOVED TOWER SERIES DESIGNATION.														
REV	DATE	DRW	CHK	DESCRIPTION														

TABLE	
ANCHOR BOLT DIAMETER (in)	MAXIMUM SPACE (in)
1/2	1
5/8	1 1/4
3/4	1 1/2
7/8	1 3/4
1	2
1 1/8	2 1/4
1 1/4	2 1/2
1 3/8	2 3/4
1 1/2	3
1 3/4	3 1/2
2	4
2 1/4	4 1/2
2 1/2	5
2 3/4	5 1/2

NOTES:

1. ALL ANCHOR ROD NUTS (TOP AND LEVELING NUTS) SHALL BE TIGHTENED TO A SNUG TIGHT CONDITION. TOP NUTS SHALL BE ROTATED, WITH THE LEVELING NUT SECURED AN ADDITIONAL 1/3 TURN FOR ANCHOR RODS 1 1/2" [38 mm] OR LESS IN DIAMETER AND AN ADDITIONAL 1/6 TURN FOR ANCHOR ROD DIAMETERS GREATER THAN 1 1/2" [38 mm].



ELEVATION VIEW

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES				MATERIAL:			TOWER BASE INSTALLATION					
TOLERANCES: FRACTIONS ± 1/16" ANGLES ± 1/2 DEG. DECIMALS ± .010"				TOLERANCES DO NOT APPLY TO RAW MATERIAL								
						CONFIDENTIAL This document and the information contained herein is the confidential trade secret property of Sabre Industries, Inc. ("Sabre") and must not be reproduced, copied or used, in whole or in part, for any purpose without the prior written consent of Sabre. © 2022 Sabre Industries, Inc. All rights reserved.			SIZE B	DRAWING NO. 9030714	REV 2	
2		10/13/17	RWM	MWR	ADDED ANCHOR BOLT TABLE, REVISED LEVELING NUT CALL OUT AND ADDED TIGHTENING NOTE #1.		DATE	11/24/09				
1		1/6/12	DSN	RWM	REVISED BASE PLATE TO FND. GAP		DRAWN BY	RWM				
REV	DATE	DRW	CHK	DESCRIPTION			CHECKED BY	MWR	SCALE None		PAGE 1 OF 1	



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 8/19/26

Department: Public Works

Title:

Rees Hill Road IGA with City of Salem

Management Update/Work Session Date: 7/28/26 Audio/Visual aids ☐

Time Required: 5 min Contact: Jill Ogden Phone: 503-365-3152

Requested Action:

Approve and sign IGA with the City of Salem for the annexation of a portion of Rees Hill Road.

Issue, Description
& Background:

In 2021, City of Salem staff proposed to connecting Lone Oak Rd (city street) to Rees Hill Rd (county road). Sight distance was found to be inadequate due to a vertical crest west of the proposed intersection. County staff worked with City staff and their consultants to consider several alternatives and develop a safe concept without success.

In May 2025, City of Salem staff approached County Engineering staff about potential annexation of the roadway, which would automatically transfer road authority and jurisdiction to City of Salem. After further research and discussions, the proposed annexation limits have been refined and an IGA has been written.

Financial Impacts:

This would move jurisdiction of a county road section to the City of Salem, thereby, reducing maintenance costs and potential liability.

Impacts to Department
& External Agencies:

None are expected.

List of attachments:

IGA

Presenter:

Lani Radtke

Department Head
Signature:

LRadtke

Digitally signed by LRadtke
Date: 2026.07.20 09:35:29 -07'00'

Contract Review Sheet

Intergovernmental Agreement

PW-7253-26

Title: Rees Hill Rd IGA with City of Salem

Contractor's Name: City of Salem

Department: Public Works Department

Contact: Traci Clarke

Analyst: Kathleen George

Phone #: 503-365-3100

Term - Date From: Execution

Expires: Until annexation by City

Original Contract Amount: \$ -

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ -

Amd% 0%

No Funds Exchanged ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: 50-0010 General Exemptions (IGAs Grants QRFs)

Department

Description of Services or Grant Award

Term: *Until Annexation

The purpose of this Agreement is to establish the terms and conditions under which the City will provide maintenance, including installation of new traffic control devices, of a portion of Rees Hill Road, currently outside the Salem City Limits and outside the Salem-Keizer Urban Growth Boundary (UGB), until such time that Salem annexes the affected portion of Rees Hill Road into the Salem City Limits and either expands its portion of the UGB to include the affected portion of Rees Hill Road or seeks to amend the Marion County comprehensive plan.

Desired BOC Session Date: 8/19/2026

Contract should be in DocuSign by: 7/29/2026

Agenda Planning Date: 8/6/2026

Printed packets due in Finance: 8/4/2026

Management Update: 7/28/2026

BOC upload / Board Session email: 8/5/2026

BOC Session Presenter(s) Lani Radtke

Code: Y

REQUIRED APPROVALS


Finance - Contracts 08/04/2026
Date


Traci Clarke (Aug 4, 2026 06:49:18 PDT) 08/04/2026
Contract Specialist Date


Legal Counsel 08/05/2026
Date


Jan Fritz (Aug 5, 2026 15:44:35 PDT) 08/05/2026
Chief Administrative Officer Date

INTERGOVERNMENTAL AGREEMENT
Between
MARION COUNTY and THE CITY OF SALEM
PW-7253-26

1. PARTIES TO AGREEMENT

This Agreement between the City of Salem, hereafter called City, and Marion County, a political subdivision of the state of Oregon, hereafter called County, is made pursuant to ORS 190.010.

2. PURPOSE

The purpose of this Agreement is to establish the terms and conditions under which the City will provide maintenance, including installation of new traffic control devices, of a portion of Rees Hill Road, currently outside the Salem City Limits and outside the Salem-Keizer Urban Growth Boundary (UGB), until such time that Salem annexes the affected portion of Rees Hill Road into the Salem City Limits and either expands its portion of the UGB to include the affected portion of Rees Hill Road or seeks to amend the Marion County comprehensive plan.

3. TERM AND TERMINATION

- 3.1 This Agreement shall be effective when all required signatures of both parties are obtained through the date the City annexes the affected portion of Rees Hill Road into the Salem City Limits, unless sooner terminated or extended as provided herein.
- 3.2 This Agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days' notice in writing and delivered by mail or in person to the other party. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Upon termination, County may remove or modify traffic control devices that the City placed within the affected portion of Rees Hill Road.
- 3.3 County may terminate this Agreement effective upon delivery of written notice to the City or at such later date as may be established under any of the following conditions:
 - 3.3.1 If the City fails to provide the maintenance services called for by this Agreement within the time specified herein or any extension thereof.
 - 3.3.2 If the City fails to perform any of the provisions of this Agreement or fails to pursue the work so as to endanger the performance of this Agreement in accordance with its terms and after written notice from County, or fails to correct such failure(s) within ninety (90) days or such longer period as the County may authorize.
- 3.4 This Agreement shall continue even if the City actions under 4.1.2(1) or 4.1.2(2) cannot be completed due to any of the following: Failure to obtain County approval of UGB expansion or comprehensive plan amendment, overturn of approval on appeal of UGB expansion or comprehensive plan amendment, or failure to obtain voter approval for the annexation. If the

City fails to complete the necessary actions under 4.1.2(1) or 4.1.2(2), for reasons other than those previously noted, the Agreement shall terminate.

- 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. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

4.1 UNDER THE TERMS OF THIS AGREEMENT, THE CITY SHALL:

- 4.1.1 Maintain to City standards the affected portion of Rees Hill Road as described in the attached Exhibit A during the term of this Agreement.
- 4.1.2 At the City's discretion, complete one of the processes below to the affected portion of Rees Hill Road, which will be limited to an area no smaller than that described in Exhibit A as "Approximate Enhancement Limits" and no greater than that described in Exhibit A as "Approximate UGB Expansion or Comprehensive Plan Amendment Limits."
 - (1) UGB expansion, or
 - (2) County comprehensive plan amendment to create an additional exception in Urban Growth Policy 10.
- 4.1.3 Commence the required actions within 4.1.2(1) or 4.1.2(2) within 5 years of the date of this Agreement.
- 4.1.4 Upon the completion of either of the alternatives described in section 4.1.2, commence and complete annexation into the Salem City Limits the affected portion of Rees Hill Road, which will be limited to an area no smaller than that described in Exhibit A as "Approximate Enhancement Limits" and no greater than that described in Exhibit A as "Approximate UGB Expansion or Comprehensive Plan Amendment Limits."
- 4.1.5 Commence the required action within 4.1.4 within 5 years of the date of completion of 4.1.2.
- 4.1.6 Bear all costs for maintenance, City-approved improvements, and, if necessary, County removal of modifications the city performs to the affected portion of Rees Hill Road as described in the attached Exhibit A.

4.2 UNDER THE TERMS OF THIS AGREEMENT, COUNTY SHALL:

- 4.2.1 Authorize City and City's contractors to enter the affected portion of Rees Hill Road as described in the attached Exhibit A to perform maintenance, repair, reconstruction, modification, or retrofit improvements without requiring work in the right of way permits, notwithstanding section 4.2.3 below.

- 4.2.2 Process the City's application to County in good faith for UGB expansion or comprehensive plan amendment applicable to the affected portion of Rees Hill Road, as described in section 4.1.2 and Exhibit A.
- 4.2.3 Remain the permitting authority for work within the right-of-way of the affected portion of Rees Hill Road as described in the attached Exhibit A until this area is annexed into the City limits.
- 4.2.4 Concur that, should the annexation not be completed, then the modifications to the affected portion of Rees Hill Road described in Exhibit A shall be left in place and the City shall have maintenance responsibilities and liability consistent with Section 6 below.

5. NO PRECEDENTIAL EFFECT

The parties expressly agree that no part of this Agreement supports or justifies any action involving any other right of way within County jurisdiction.

6. INDEMNIFICATION

Subject to the limitations of the Oregon Tort Claims Act, the City shall defend, save, indemnify, and hold harmless County, its officers, agents, and employees from and against any and all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of the City or its officers, employees, subcontractors, or agents under this agreement. The City shall have control of the defense and settlement of any claim that is subject to this section. However, neither the City nor any attorney engaged by the City shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for County, nor shall the City settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

7. 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.

8. 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.

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 or 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 the Agency or County under this Agreement shall be sufficient if given, in writing, by first class mail, e-mail or in person as follows:

For City:

Allen Dannen, PE, City Engineer
PO Box 14300 Salem, OR 97309
adannen@cityofsalem.net

For County:

Lani Radtke, PE, County Engineer
5155 Silverton RD NE
Salem Oregon 97305
lrادتke@co.marion.or.us

12. SIGNATURES

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 SIGNATURE BOARD OF COMMISSIONERS:

_____	_____
Chair	Date

_____	_____
Commissioner	Date

_____	_____
Commissioner	Date

Authorized Signature:	<u><i>Brian Nicholas</i></u>	08/04/2026
	<u>Brian Nicholas (Aug 4, 2026 09:38:41 PDT)</u>	
	Department Director or designee	Date

Authorized Signature:	<u><i>Jan Fritz</i></u>	08/05/2026
	<u>Jan Fritz (Aug 5, 2026 15:44:35 PDT)</u>	
	Chief Administrative Officer	Date

Reviewed by Signature:	<u><i>Arthur Wittendorf</i></u>	08/05/2026

	Marion County Legal Counsel	Date

Reviewed by Signature:	<u><i>Michael D. Jones</i></u>	08/04/2026

	Marion County Contracts & Procurement	Date

CITY OF SALEM

Authorized Signature: _____	Date: _____
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Title: _____

