



MARION COUNTY BOARD OF COMMISSIONERS

"Delivering Excellence Everyday"

Wednesday, August 27, 2025
Board Session 9:00 a.m.

Senator Hearing Room
555 Court Street NE, Salem

PUBLIC COMMENT

PRESENTATION

1. Strategic Economic Development Corporation (SEDCOR) of the Mid-Willamette Valley Annual Report. –Sarah Coutley; Erik Andersson, SEDCOR President; and Kip Morris, SEDCOR, Business Retention and Expansion Manager

CONSENT

BOARD OF COMMISSIONERS

2. OLCC Application – Recommended Approval
Macleay Country Inn – Salem, Oregon

BUSINESS SERVICES

3. Approve an invoice with Brown and Brown Insurance Services, Inc. in the amount of \$863,990.95 for the renewal of a Property Insurance Policy with National Fire and Marine Insurance Company retroactive to July 1, 2025, through July 1, 2026.

HEALTH AND HUMAN SERVICES

4. Approve a Purchase Order with Carahsoft to provide secure web-based order and payment acceptance services for vital records including birth certificates and death certificates through September 30, 2026.

INFORMATION TECHNOLOGY

5. Approve the Purchase Order with CDW Government, LLC in the amount of \$385,175 for the replacement of a storage infrastructure that is at end-of-life and is no longer supported through August 26, 2028.

6. Approve the Purchase Order with CVE Technologies Group, Inc. in the amount of \$117,486.20 for network support renewal through August 29, 2026.

LEGAL COUNSEL

7. Approve an order to adopt revised Marion County Administrative Policy #908, Reimbursement of Miscellaneous Travel Expenses.

8. Approve an order that authorizes Marion County to participate in a national opioid settlement with Purdue Pharma, and grant authority to Steve Elzinga, Marion County Legal Counsel, to sign the participation form on behalf of the county.

PUBLIC WORKS

9. Approve the Purchase and Sale Agreement with Lineage Master RE, LLC in the amount of \$274,500 for the creation and conveyance of 0.60 acres of real property located in Marion County Oregon, referred to as Tax Lot 062W1700 00500, and Tax Lot 062W17CA 02900, and set forth in Attachment A and Attachment B, for the Brooks-Hopmere Drinking Water Improvement Project.

10. Approve the Purchase and Sale Agreement with PNW Veg Co., in the amount of \$268,400 for the issuance of a permanent utility easement and subsequent creation and conveyance of 1.54 acres of real property located in Marion County Oregon, referred to as Tax Lot 062W1700 00600, and set forth in Attachment A, for the Brooks-Hopmere Drinking Water Improvement Project.

11. Approve Amendment #9 to the Contract for Services with Radio Technology Services (RTS) to add American Rescue Plan Act (ARPA) funding in the amount of \$170,000 for a new not-to-exceed contract total of \$960,000 for construction site improvements and the installation of radio and microwave systems for the Marion County Radio System Project through December 31, 2026.

ACTION

PUBLIC WORKS

12. Consider approval of the Commercial Onsite Septic Grant Agreement with the City of Detroit to utilize federal funding in the not-to-exceed amount of \$164,227 for the construction of septic system repairs and improvements for tax lot 105E02DA00102 as part of Marion County's Commercial Septic Repair, Alteration, and Replacement Grant Program through October 31, 2026. –Brian Nicholas

13. Consider approval of the Intergovernmental Agreement with the City of Silverton in the amount of \$108,000 for the county to provide construction and site improvements for long term use of a portion of the city's Eastview Lane radio communications site for the new countywide public safety radio system that will be utilized by first responder agencies and other users through June 30, 2045. –Brian Nicholas

PUBLIC HEARINGS
Starting no earlier than 9:30 a.m.

PUBLIC WORKS

A. Public hearing to consider changes to the Marion County Solid Waste Disposal Rates. –Brian May

B. Public hearing to consider Zone Change/Comprehensive Plan Amendment/ Administrative Review (ZC/CP/AR) Case #25-001/Jerome P. Lackner. –Austin Barnes

ACTION

PUBLIC WORKS

14. Consider approval of an order approving changes to the Marion County Solid Waste Disposal Rate Schedule as set forth in Exhibit A. **(TO BE ACTED ON FOLLOWING THE PUBLIC HEARING)** –Brian May

For agenda items where in-person testimony is allowed, the public may submit written testimony or 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: August 27, 2025

Department: Community Services

Title:

SEDCOR Annual Report

Management Update/Work Session Date: NA Audio/Visual aids

Time Required: 10 min Contact: Sarah Coutley Phone: 503-589-3276

Requested Action: At the August 27, 2025 Board Session, representatives from the Strategic Economic Development Corporation (SEDCOR) including Erik Andersson, SEDCOR President, and Business Retention & Expansion Manager, Kip Morris, will be providing a report on their activity for Marion County Business Retention & Expansion.

Issue, Description & Background:

In 2023, Marion County approved an agreement with SEDCOR. SEDCOR is a local non-profit specializing in economic development and business outreach. The agreement with SEDCOR was for engagement of business recruitment, retention, and expansion efforts in Marion County in order to enhance the Economic Development Program's capacity toward realizing the economic development strategic plan goals. Within their agreement with Marion County, SEDCOR is required to provide an annual report that includes a summary of activities.

Financial Impacts:

The agreement set in 2023 allocates \$160,000 each fiscal year for SEDCOR to perform business recruitment, retention, and expansion services. The current agreement was recently amended and is set to expire on June 30, 2026.

Impacts to Department & External Agencies:

None

List of attachments:

SEDCOR Annual Report

Presenter:

Sarah Coutley, Economic Development Specialist; Erik Andersson, SEDCOR President; Kip Morris, SEDCOR's Business Retention & Expansion Manager

Department Head Signature:

Kelli Wuse

2024 - 2025



STRATEGIC ECONOMIC DEVELOPMENT CORPORATION

MARION COUNTY ANNUAL REPORT

CONTRACTED ECONOMIC DEVELOPMENT ACTIVITIES IN MARION COUNTY

YEAR ENDING JUNE 30, 2025

Retention and Expansion of Traded Sector Businesses

- SEDCOR worked with **George Packing/Northwest Hazelnut** as the company sought to acquire the **Hazelnut Growers of Oregon (HGO)** business from **Wilco**. SEDCOR assisted in the application for the Enterprise Zone incentive, facilitated the connection with the Oregon Department of Agriculture for the Food Processing Machinery & Equipment Certification Program and engaged with Business Oregon to start the process for a successful Strategic Reserve request. Meetings and tours were arranged to bring in additional partners like the Oregon Manufacturing Extension Partnership and the Energy Trust of Oregon. SEDCOR also participated in a meeting between Business Oregon Director Sophorn Cheang, Northwest Hazelnut and representatives of Italian, family-owned Ferrero, the makers of Nutella. The company reported sales of \$3.2 billion with a goal of doubling over the next few years, and they want Oregon to be part of their strategy. The meeting was followed by a tour of the Hazelnut Growers of Oregon facility which included Governor Kotek, the three Marion County commissioners and Executive Council member Tim Murphy.
- SEDCOR worked with **Don Pancho/Reser's** as the company made plans to relocate its operations to 300,000 square feet of the former NORPAC operation in Salem, currently owned by Lineage Logistics. Reser's previously contracted with Lineage for 80,000 square feet of warehousing space, and this project will see the company leasing an additional 220,000 square feet of space for its production. The building was gutted and completely rebuilt to accommodate a food manufacturing operation. The move will take place over the summer of 2025. This project will require \$25 million in modifications to the building, and the purchase of \$12 million in new machinery and equipment. The company will utilize the Oregon Department of Agriculture Food Processing M&E Certification for property tax abatement; the Enterprise Zone program will cover real estate improvements and property not eligible for the ODA program.
- At its September 4, 2024 meeting, the Marion County Board of Commissioners approved the **Valley Fab** application for the Rural Industrial Property Tax Exemption. The \$3.7 million project involves the purchase of new laser cutting machinery and construction of a building in Brooks. Eight new jobs are expected to be created and once the three-year exemption ends, the project will generate an additional \$46,000 in annual property tax revenue.
- SEDCOR met with returning president of **Yamasa USA**, Masaaki Moriya, to provide an overview of the work SEDCOR has done with the company. Mr. Moriya was president of Yamasa from 2010-2017 and returned to the company this year. As a follow up, SEDCOR introduced Yamasa's purchasing manager to the supply chain manager at Oregon Fruit Company to see if there are opportunities to do business together in the future.
- On March 4, HCR 12 was passed by the Oregon House, celebrating the centennial of the Oregon Wheat League. Representative Anna Scharf presented each representative with a bottle of Yamasa soy sauce and provided an overview of Yamasa's history in Marion County. SEDCOR facilitated the attendance of Yamasa representatives at the event and the donation of 60 bottles of soy sauce, one for every member of the Oregon House.
- SEDCOR met the new president of **Natural Plant Products** to tour the facility and learn more about the meadowfoam industry. After delays, the company's oil production operation is in full swing, although it has delayed investing in the refining operation, sending raw product to Southern California. The company is looking for opportunities to diversify away from its dependence on the cosmetics market. SEDCOR arranged a follow up meeting on research programs available through Business Oregon such as the Small Business Innovation Research grant program.

- **Pi Fabrication**, formerly **Bechtel Industrial Solutions**, is a parts manufacturer targeting wood products and recycling industries located in Salem. The company invested \$130,000 in new CNC equipment to bring more work in-house and open new potential markets. The company was approved for the Enterprise Zone for its machinery & equipment acquisition by Marion County in January 2025.
- SEDCOR staff worked with **GK Machine** on a second Rural Property Tax Exemption for machinery and equipment totaling \$5.4 million. This project will create an additional 18 jobs, bringing the total number of employees up to 194, and will generate an additional \$76,000 annually in property tax.
- SEDCOR toured the new **Freres Engineered Wood** mass timber warehouse with Rob and Kyle Freres and discussed opportunities for mass timber to be used in for other industries like data centers. SEDCOR followed up with an introduction between Freres and **PacTrust**, who has developed several buildings in Mill Creek and is planning a third phase of development there.
- The **City of Silverton**'s Business Retention & Expansion survey report has been completed. SEDCOR participated in several of the BRE visits to traded sector companies in the Silverton area. SEDCOR will follow up with the city to address the critical challenges identified in those interviews, e.g. limited industrial space, workforce shortages, and issues with employee retention. The availability of suitable commercial and industrial land is a limiting factor for business retention and growth, with 77% of businesses reporting insufficient space for future expansion, and 66% reporting that they have no plans to expand at their current location due to space constraints.
- SEDCOR hosted a workforce housing roundtable on March 6 to hear from area employers and developers about the challenges they face. Among the participating businesses were **Garmin**, **Yamasa**, **Rich Duncan Construction** and **Kaufman Homes**, joined by **Salem Health**, **Chemeketa Community College** and **Habitat for Humanity**. This was one of several roundtables held in advance of the Build Mid-Valley workforce housing summit which took place on April 22 with the Missing Middle Housing Fund.
- **Jackman Industries**, a Salem-based manufacturer of pipe flashing, was approved for the Enterprise Zone incentive. The \$300,000 project will allow the company to expand into a new product line, creating at least one new job. SEDCOR successfully argued for the inclusion of the molds in the EZ incentive after an initial rejection from the Marion County Assessor's Office. The investment will generate an estimated \$9,000 in annual property tax revenue after the incentive.
- **Whiskey Hill Smokehouse** in Hubbard has applied for the Enterprise Zone for its expansion into a new facility in Hubbard. The company currently manufactures beef jerky in a 6,000 sq ft plant in Hubbard. The company has been in business since 2012, and demand for its products has risen enough to require additional capacity. Under a new subsidiary, NourishCraft, the company is expanding by leasing a new 19,000 sq ft facility to launch complementary products, with a healthier focus. The \$928,000 investment will add up to 19 jobs and create estimated annual property tax revenue of \$19,000 after the incentive. SEDCOR has also been assisting the company to be better prepared for third-party audits required by its new customers.
- Erik met with the leasing team from **PacTrust** to provide an overview of SEDCOR services and resources available to their tenants in the Mill Creek Corporate Center. PacTrust recently brought the promotion of available space in-house, so this provided a great opportunity to let them know how we've assisted their tenants like **Natural Plant Products** and **Agility Robotics**. The PacTrust team is working with Raw Advantage, the pet food company at Mill Creek which is considering an expansion at one of its facilities. (Raw Advantage was acquired by the **BrightPet Nutrition Group** in

2023). SEDCOR will follow up with PacTrust to set up a meeting with the local Raw Advantage team to discuss incentives for growth.

- SEDCOR met with Woodcrafters, a Salem-based company that produces customized doors, trim, flooring, and millwork, mostly for contractors. It is planning to expand into a new, 50,000 square foot building at the Mill Creek Corporate Center. The company, which celebrated its 50th anniversary in 2024, will be adding at least 5-10 jobs to its current base of approximately 40 employees. They are also planning a second building to provide some leasable space for additional manufacturers. They hope to begin construction by the end of 2025. SEDCOR provided Enterprise Zone paperwork and a referral to the Energy Trust New Buildings Program.

Recruitment of Traded Sector Businesses

- SEDCOR hosted a visit from leadership of **Chromo24**, an online marketplace for high-end timepieces headquartered in Germany. The company employees 300 people in its headquarters with an additional 30 in New York City and Miami, and is seeking a West Coast location for a customer service center. It is in the early stages of the search, but the company has identified the Portland to Eugene corridor as a region that provides many of the amenities the company enjoys in Germany, such as access to recreation and agriculture lands. SEDCOR developed a presentation that provided an overview of the area, relevant employment data and examples of available space. The company has had leadership changes and is postponing its planned expansion to North America.
- SEDCOR toured the **Agility Robotics** RoboFab facility in Salem as the company continues to establish its operations here. The company closed its Tangent facility, which gave them proximity to Oregon State, where its technology was developed, and has moved those engineering and R&D jobs to the Salem facility. In follow up meetings, SEDCOR introduced the company's Director of Supply Chain to three potential suppliers in the region and also met with the company's HR team to provide them with an overview of SEDCOR and our partners like Chemeketa, Willamette Workforce Partnership and the CTEC program. SEDCOR also arranged a tour of the RoboFab facility for Marion County Assessor's Office staff. Included were representatives from the Oregon Employment Department and Willamette Workforce Partnership to provide resources as the company prepared to ramp up its hiring in the first quarter of 2025.
- SEDCOR met with the team from **Jones Lang Lasalle** to discuss long term viability of the Salem area for a large data center campus, also driven by PGE's future investment in transmission infrastructure in the region. The consultant inquired specifically about the 400-acre Turner Road site (across from Mill Creek Corporate Center). SEDCOR followed up with the listing realtor and confirmed that only 80-90 acres at most are developable due to floodplain and other concerns. The client seeks at least 200-300 acres for a data center campus in proximity to PGE's Bethell substation. The proposed project would support at least 150 employees but more importantly involve investment in the billions of dollars over time, which would benefit the region in both property tax and franchise fee revenues. In a follow up meeting, SEDCOR connected with the consultant's client, a Kansas-based data center company with operations around the world including Hillsboro, to get to know the project team and plan next steps.
- SEDCOR also met with a representative from Nublock Partners, a California-based real estate firm specializing in data center development. The company is seeking 150-acre (and larger) sites. SEDCOR followed up with an introduction to the PGE Business Development team and will work with Salem and Marion County to schedule a meeting to discuss these opportunities and how we should proceed from a land use perspective.

- SEDCOR has signed an NDA for a **data center project, Project Gridline**, which has optioned two sites in the Mill Creek Corporate Center. Following up on a meeting with the client at the introduction of Portland General Electric business development staff last October, SEDCOR has provided information on zoning and other rules impacting development at Mill Creek and is currently working with the City of Salem on pre-application meetings. The client's project team, including engineers, architects and contractors, have met with several city staff to address questions about access, environmental mitigation, transportation and policies involving the oak trees on part of the site in advance of the formal pre-application process.
- SEDCOR met with the owners of **Sunshine Produce**, a Chinese processor of pumpkin seeds interested in developing a facility in the Willamette Valley. The SEDCOR team had introduced them to a farmer willing to grow a test crop for them, they were very pleased with the results. The project would involve a three-shift operation in 100,000 - 150,000 sq ft of space, with up to 200 employees. The company will contract with farmers to grow what they process, so there will be plenty of supply chain impact as well. SEDCOR provided an overview of the region, some general utility information, and examples of buildings that might fit their needs.

Incentive Program Activity:

Company	Location	Investment	# New Jobs	Est. Annual Property Tax Revenue	Recruitment, Expansion, Retention
Hazelnut Growers of Oregon	Donald	\$32,000,000	50	\$140,000 (new)	Retention/Expansion
Valley Fab	Brooks	\$3,700,000	8	\$46,000	Expansion
Pi Fabrication	Salem	\$130,000	1	\$2,600	Expansion
GK Machine	Donald	\$5,400,000	18	\$76,000	Retention/Expansion
Don Pancho	Salem	\$37,000,000	39	\$726,000	Retention/Expansion
Jackman Industries	Salem	\$300,000	1	\$9,000	Expansion
Whiskey Hill Smokehouse	Hubbard	\$928,000	19	\$19,000	Expansion
Total		\$79,458,000	136	\$1,018,600	

Entrepreneurial Ecosystem Development

- SEDCOR successfully applied for \$270,000 in funding from Business Oregon to staff the **Mid-Willamette Valley Innovation Hub**, which operates under the **Launch Mid-Valley** banner. The initial funding enabled SEDCOR to contract with Venture Catalyst Mike White as well as to develop a series of events and resources to build out the region's entrepreneurial ecosystem. We kicked off the Innovation Hub with a very successful **Pitch Willamette** event, drawing 60 investors and other attendees to join seven entrepreneurs who were making their pitch. The Innovation Hub has also established Coffee Clubs for Entrepreneurs around the region, including groups in Salem, Stayton, Woodburn and Silverton.

- SEDCOR staff coordinated an AgTech panel comprised of local businesses including West Coast Companies, Ruddenklau Farms and Riddell Farms, as part of the August 2024 visit by **Small Business Administration Administrator Isabel Guzman**. As the SBA funds SEDCOR's **Regional Innovation Cluster** work in AgTech, this provided a fantastic opportunity to share the challenges and opportunities of the industry with the SBA leadership. SEDCOR also arranged for the Administrator, accompanied by Congresswoman Salinas, to tour **Don Froylan**, a company who has made great use of SBA resources.
- In partnership with the **Oregon Entrepreneurs Network**, SEDCOR hosted the Oregon Angel Food Pop-Up & Pitch marketplace in Salem for the second consecutive year. Held in September at the Chemeketa Ag Complex, the event featured 25 local food and beverage entrepreneurs who showcased their products to attendees, including representatives from regional retailers such as **Burgerville**. Participants had the opportunity to market their goods, practice their pitch and connect with potential buyers. The event attracted approximately 100 attendees.
- Erik and Venture Catalyst Mike White represented SEDCOR and Launch Mid-Valley at the inaugural Oregon Innovation Showcase, that brought together investors, tech businesses and entrepreneurs to connect with resources to help launch and grow innovative Oregon businesses. The Mid-Valley was well-represented with Jonathan Hurst of **Agility Robotics** on the "Successful Entrepreneurs" panel, and three SEDCOR clients on the "Deep Tech Quick Pitches" panel including **Canopii** from Hubbard.

Infrastructure & Workforce Development

- SEDCOR worked with the **Mid-Willamette Valley Council of Governments** to convene employers and community leaders in Polk and Marion County to address workforce housing solutions. The work culminated in the April 22 Build Mid-Valley workforce housing summit, where representatives of communities, employers and developers came together to learn how they can work together to encourage more housing units around the region to meet the needs of the Mid-Willamette Valley workforce. Several work groups continue to meet to address issues and opportunities identified at the summit: Finance and Funding; Unlocking Low-Value Wetlands for Development; Innovation Pilot Project Showcase; Standardizing Design within the Region; Housing Development Data Hub Platform for Centralizing Information; and SDC Reformation.
- Following up on the industry roundtables, a gap analysis was performed to identify the opportunity for educational programming to meet workforce skills needs for **warehouse and logistics** employers. Three main gaps were identified: (1) building multiple pathways from CTE programs of study to careers in the industry; (2) connecting the Chemeketa Custom Workforce department to CTE programs of study using industry recognized certificates and the credit for prior learning; and (3) improving student equity through educational program delivery and credentialing. Chemeketa announced that it would be holding its first session of its warehousing certificate class in August in partnership with MWVCCA's Re-Entry Program.
- SEDCOR was contacted by a local farmer who shared that **TEMCO** announced that it was closing its Portland terminal facility on October 18, 2024. The company cited changing market conditions and the viability of the Portland facility as reasons for the closure. Recognizing that this would be another hit for Oregon agriculture, SEDCOR reached out to the president of the **Oregon Wheat Growers League** for more details as to potential impacts. They confirmed that the closure was coming at what was already a very tough juncture for Oregon agriculture. SEDCOR worked with the Wheat League to stage a meeting at the Chemeketa Ag Complex for valley growers to talk about freight alternatives.

General Business & Community Engagement

- The SEDCOR Ag Breakfast drew over 160 people to the Chemeketa Ag Complex to hear about the market outlook for the region's agriculture products and learn more about the recent activities and successes of SEDCOR's Ag Innovation Hub. SEDCOR partners AgWest Farm Credit and AgVentures Alliance provided the featured speakers.
- SEDCOR Staff participated in many meetings and other events to support the work in Marion County and represent the needs and challenges of traded sector businesses in the region, including:
 - The Oregon Mass Timber Conference
 - The Dunn-Carney Ag Summit
 - North Marion County Business Resource Fairs
 - Aurora Airport planning sessions for future development
 - North Santiam Drought Contingency quarterly meeting.
 - North Santiam Canyon Local Leadership Meeting
 - Federal Reserve Bank of San Francisco
 - OSU Small Farm Social
 - Routine engagement with Congressional Delegation staff to provide an update on work being performed in Marion County and the Mid-Valley region
- SEDCOR staff presented on its work in the region at several economic development conferences and events including:
 - Oregon Economic Development Association Annual Conference
 - Oregon Economic Development Commission December 2024 Meeting
- SEDCOR staff serve on several statewide boards and committees to represent the needs of businesses and communities in Marion County and the Mid-Valley Region, including:
 - Oregon Economic Development Association
 - Oregon Business Council Food & Beverage Industry Consortium and Core planning team
 - Future Ready Oregon Manufacturing Consortium
 - Missing Middle Housing Fund
 - Oregon State University Extension Community Advisory Network
 - Willamette Workforce Partnership
 - Oregon Mass Timber Advisory Board
- Over the 2024-25 fiscal year, the SEDCOR Marion County Manager:
 - Made **128** visits with Marion County businesses
 - Paid **52** visits to Marion County communities
 - Met with city staff and/or elected officials in **14** Marion County communities over the past year.
 - Attended **157** committee meetings
 - Participated in **28** trainings
 - Spoke at **8** economic development-related events
- SEDCOR continues to manage the **SEDCOR Construction Alliance**, bringing interested industry members together monthly to identify projects that address future workforce development as well as ways to support Marion County communities.
- Members of the SEDCOR team, Business Oregon and the Council of Governments met with **Small Business Administration** staff from the Portland District Office to talk about business financing needs and the regional economy.

- The SEDCOR team met with the **Oregon Department of Agriculture** to discuss the Food Processing Machinery & Equipment Certification Program. SEDCOR was thanked for its outreach efforts, resulting in many projects in the region. Among the companies benefiting from the incentive are Northwest Hazelnut, Don Froylan Cheese, Reser's / Don Pancho and Yamasa.
- SEDCOR hosted the monthly **Stayton-Sublimity Chamber of Commerce** networking event at the Chemeketa Center for Business and Industry. Kip Morris gave a presentation on SEDCOR, resources available and how to engage.
- SEDCOR hosted the **OEDA** Certified Economic Developer Training Series, "Business Finance Training 101". Kip Morris presented on the topic of revolving loan funds and gap financing tools.
- SEDCOR presented at the December 13 **Business Oregon Commission** meeting in Salem. This was a great opportunity to thank the department for its funding to support the Regional Innovation Hub and Latino Microenterprise Development Program, as well as highlight business projects like Hazelnut Growers of Oregon (which received Strategic Reserves funding). Challenges related to industrial lands availability and calling for recruitment activities that better reflect the inventory of buildings and other resources (e.g. power capacity) available in the area were also discussed. The day concluded with lunch between the entire SEDCOR team, Commission members and Business Oregon staff, providing a conversational environment to further discuss activities and issues in the region.
- As a follow up to the Commission presentation, Business Oregon Deputy Director Chris Cummings arranged a meeting between Erik Andersson and Amelia Porterfield, director of the **Governor's Regional Solutions Office**. Erik shared opportunities for Regional Solutions to proactively engage in land use issues around industrial lands, workforce housing and other economic and community development challenges in the region.

Financial Summary

Revenue from Marion County (7/1/24-6/30/25): \$160,000

Expenses:

BRE Wages: \$94,131

Benefits (33%): \$31,063

Total BRE Compensation: \$125,194

BRE Cell phone: \$1,200

BRE Office: \$11,738

Marion Co. Meals & Travel: \$5,643

Total BRE Expenses \$18,581

Total Marion County Expense \$143,775

Net contribution toward other SEDCOR resources* \$16,225

(* Management, meetings, events, other staff work in Marion County)

New Change of Ownership ✓ Greater privilege
Additional privilege Other

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MARION COUNTY, STATE OF OREGON

NO. 20161

In the Matter of the Application of Macleay Country Inn

For a recommendation regarding the application to the Oregon Liquor Control Commission for:

Retail on premises sales & consumption

RECOMMENDATION

This matter coming before the Board of County Commissioners on the application of _____ for a recommendation to the Oregon Liquor Control Commission under the provisions of ORS 471.166; and the Board having referred said application to the Sheriff of Marion County, Oregon, and having the report of said Sheriff that the applicant has not been convicted of a crime involving a violation of the liquor control laws, or the gambling laws, or of crimes involving moral turpitude, and that the applicant is of good moral character, and otherwise qualified to be licensed under the Oregon Liquor Control Act;

IT IS, THEREFORE RECOMMENDED TO THE OREGON LIQUOR CONTROL COMMISSION
that the application of the above be refused _____ granted _____.

Dated at Salem, Marion County, Oregon this _____ day of _____, 20____.

Approved by

Commissioner

Commissioner



OREGON LIQUOR & CANNABIS COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Julie Allen Phone: [REDACTED]

Trade Name (dba): Macleay Country Inn

Business Location Address: 8362 Macleay Road SE

City: Salem ZIP Code: 97317-9038

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday 11:30 AM to 10 pm
Monday 11:30 AM to 10 pm
Tuesday 11:30 AM to 10 pm
Wednesday 11:30 AM to 10 pm
Thursday 11:30 AM to 10 pm
Friday 11:30 AM to 10 pm
Saturday 11:30 AM to 10 pm

Outdoor Area Hours:

Sunday N/A to _____
Monday _____ to _____
Tuesday _____ to _____
Wednesday _____ to _____
Thursday _____ to _____
Friday _____ to _____
Saturday _____ to _____

The outdoor area is used for: N/A

Food service Hours: _____ to _____
 Alcohol service Hours: _____ to _____
 Enclosed, how _____

The exterior area is adequately viewed and/or supervised by Service Permittees.

_____ (Investigator's Initials)

Seasonal Variations: Yes No If yes, explain: _____

ENTERTAINMENT

Check ALL that apply:

Live Music
 Recorded Music
 DJ Music
 Dancing Nude Dancing
 Live Entertainment
 Minor Entertainers

Karaoke
 Coin-operated Games
 Video Lottery Machines
 Social Gaming
 Pool Tables
 Other: _____

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday _____ to _____
Monday _____ to _____
Tuesday _____ to _____
Wednesday _____ to _____
Thursday _____ to _____
Friday _____ to _____
Saturday _____ to _____

*Minor Entertainers in an area prohibited to minors need prior approval from the OLCC

SEATING COUNT

Restaurant: 49 Outdoor: _____ Lounge: 60
Banquet: _____ Other (explain): _____ Total Seating: 109

OLCC USE ONLY

Investigator Verified Seating: (Y) (N)

Investigator Initials: _____

Date: _____

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: Julie Allen Date: 8/11/2025
www.oregon.gov/olcc



Local Government Recommendation – Liquor License

Annual Liquor License Types

Off-Premises Sales	Brewery-Public House
Limited On-Premises Sales	Brewery
Full On-Premises, Caterer	Distillery
Full On-Premises, Commercial	Grower Sales Privilege
Full On-Premises, For Profit Private Club	Winery
Full On-Premises, Non Profit Private Club	Wholesale Malt Beverage & Wine
Full On-Premises, Other Public Location	Warehouse
Full On-Premises, Public Passenger Carrier	

Section 1 – Submission – To be completed by Applicant:

License Information

Legal Entity/Individual Applicant Name(s): Farfallas Family Inc.

Proposed Trade Name: Macleay Country Inn

Premises Address: 8362 Macleay Road SE

Unit:

City: Salem

County: Marion

Zip: 97317-9038

Application Type: New License Application Change of Ownership Change of Location

License Type: Full On-premises Commercial

Additional Location for an Existing License

Application Contact Information

Contact Name: Chris Allen

Phone: [REDACTED]

Mailing Address: [REDACTED]

City: [REDACTED]

State: Or

Zip: [REDACTED]

Email Address: [REDACTED]

Business Details

Please check all that apply to your proposed business operations at this location:

- Manufacturing/Production
 - Retail Off-Premises Sales
 - Retail On-Premises Sales & Consumption
- If there will be On-Premises Consumption at this location:
- Indoor Consumption
 - Outdoor Consumption
- Proposing to Allow Minors

Section 1 continued on next page



OREGON LIQUOR & CANNABIS COMMISSION

Local Government Recommendation – Liquor License

Section 1 Continued – Submission - To be completed by Applicant:

Legal Entity/Individual Applicant Name(s): Farfallas Family Inc.

Proposed Trade Name: Macleay Country Inn

IMPORTANT: You MUST submit this form to the local government PRIOR to submitting to OLCC.

Section 2 must be completed *by the local government* for this form to be accepted with your CAMP application.

Section 2 – Acceptance - To be completed by Local Government:

Local Government Recommendation Proof of Acceptance

After accepting this form, please return a copy to the applicant with received information

City or County Name: Marion County

Optional Date Received Stamp

Date Application Received: 8-11-25

Received by: Jeff Archuleta

25 AUG 11 P 2:27

RECEIVED

Section 3 – Recommendation - To be completed by Local Government:

- Recommend this license be granted
- Recommend this license be denied (Please include documentation that meets [OAR 845-005-0308](#))
- No Recommendation/Neutral

Name of Reviewing Official:

Title:

Date:

Signature:

After providing your recommendation and signature, please return this form to the applicant.

MARION COUNTY
BILL BURGESS
MARION COUNTY CLERK

Receipt #: 67444
Station: 4
Receipt Name: JULIE ALLEN

Receipt Date: 08/11/2025 01:35 PM
Cashier: JA

Comments:

Thank You!
BILL BURGESS, MARION COUNTY CLERK

Please retain this receipt for your records.

Documents are recorded as submitted. The Marion County Clerk's Office
assumes no liability for sufficiency, validity, or accuracy.

Miscellaneous Fees			
LIQUOR LICENSE FEE	YES	\$25.00	

Receipt Total	\$25.00	
CREDIT CARD	206868954	\$25.00



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Aug.27, 2025

Department: Business Services

Title:

Property Insurance Invoice Approval

Management Update/Work Session Date: BOCCAO, Feb 26, 2025 Audio/Visual aids

Time Required: 5 minutes Contact: William W. White Phone: 503.373.4423

Requested Action:

Risk Management requests Board approval of our Property Insurance invoice in the amount of \$863,990.95.

Issue, Description & Background:

Risk Management met with BOCCAO on Feb. 26 to review and seek approval of our insurance renewal options. We continue to insure our Property with APIP. The renewal premium is lower than projected by \$11,009.05.

The premium for this insurance, per procurement rules, requires approval by the Board of Commissioners.

Financial Impacts:

This premium is paid from our self-insurance fund.

Impacts to Department & External Agencies:

Accurate allocation costs to departments.

List of attachments:

Invoice

Presenter:

William W. White

Department Head Signature:

A handwritten signature in black ink, appearing to read "William W. White".

INVOICETo Pay Online: bbnw.epaypolicy.com

Mail payment to:
 Brown & Brown Insurance Services, Inc.
 P.O. Box 743061
 Los Angeles, CA 90074-3061

Overnight payment to:
 Brown & Brown Insurance Services, Inc.
 Lockbox 743061
 2706 Media Center Drive
 Los Angeles, CA 90065-1733

Customer	Marion County
Acct #	[REDACTED]
Date	07/22/2025
Customer Service	(503)274-6511
Page	1 of 1

Payment Information	
Invoice Summary	\$ 863,990.95
Payment Amount	
Payment for:	Invoice# [REDACTED] APIP2025

Thank You

Please detach and return with payment

Customer: Marion County

Invoice	Effective	Transaction	Description	Amount
21341368	07/01/2025	Renew policy	Policy # [REDACTED] 07/01/2025-07/01/2026 National Fire & Marine Insurance Company Commercial Property - Renew policy Surplus Lines Tax Paid to Carrier - Renew policy Appraisal Fee - Renew policy	841,041.00 19,403.95 3,546.00
				Total \$ 863,990.95

Thank You

Please Remit Payment Upon Receipt

	Date
	07/22/2025

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the Matter of **Payment of Property**)
Insurance Invoice)

Payee: **Brown & Brown Insurance Services, Inc.**

Description: **Property Insurance with APIP, Policy #** [REDACTED], **Policy Term 2025/07/01 to 2026/07/01.**

Payment Amount: **\$863,990.95**

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on **August 27, 2025**, to consider approval of the payment for **Property Insurance Invoice**.

IT IS HEREBY APPROVED for the County to pay this invoice.

DATED at Salem, Oregon, this **27th** day of **August, 2025**

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review FormMeeting date: August 13, 2025Department: Health & Human Services

Title:

Vital Records from VitalChek HE-6586-25Management Update/Work Session Date: July 29, 2025 Audio/Visual aidsTime Required: 10 Minutes Contact: Diana Lee Adams Hill Phone: 503-576-4652

Requested Action:

Approve Contract

Issue, Description & Background:

Secure web-based order and payment acceptance services for expedited issuance of vital records including birth certificates and death certificates. Up to 6 certificates. Per order pricing. Pass through funds with a value of approximately \$231,892.50

Financial Impacts:

None

Impacts to Department & External Agencies:

None

List of attachments:

Cooperative Contract with Carahsoft

Presenter:

Rhett Martin

Department Head
Signature:

Ryan Matthews


 Digitally signed by Ryan Matthews
 Date: 2025.07.17 11:47:24 -07'00'

Contract Review Sheet

Contract for Services

HE-6586-25Title: Vital Records from VitalChekContractor's Name: CarahsoftDepartment: Health and Human ServicesContact: Diana HillAnalyst: Chalyce MacDonaldPhone #: (503) 576-4652Term - Date From: ExecutionExpires: September 30, 2026Original Contract Amount: \$ 231,892.50 Previous Amendments Amount: \$ -Current Amendment: \$ - New Contract Total: \$ 231,892.50 Amd% 0%No Funds Exchanged Federal Funds Reinstatement Retroactive Amendment greater than 25%Source Selection Method: 10-0400 Cooperative Cooperative# DASPS-1431-18

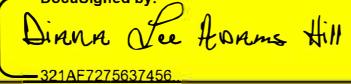
Description of Services or Grant Award

Secure web-based order and payment acceptance services for expedited issuance of vital records including birth certificates and death certificates.

Pricing is per order, and payments from customers will be paid directly to VitalChek. Estimated value of contract is \$231,892.50.

Desired BOC Session Date:	<u>8/27/2025</u>	Contract should be in DocuSign by:	<u>7/23/2025</u>
Agenda Planning Date	<u>7/31/2025</u>	Printed packets due in Finance:	<u>7/29/2025</u>
Management Update	<u>7/29/2025</u>	BOC upload / Board Session email:	<u>7/30/2025</u>
BOC Session Presenter(s)	<u>Rhett Martin</u>	Code:	<u>Y</u>

REQUIRED APPROVALS

<small>DocuSigned by:</small>  <small>C5E72231E6F54E3...</small>	<small>7/23/2025</small>	<small>DocuSigned by:</small>  <small>321AE7275637456...</small>	<small>8/4/2025</small>
Finance - Contracts	Date	Contract Specialist	Date
<small>Signed by:</small>  <small>60C98A6F708240B...</small>	<small>7/31/2025</small>	<small>DocuSigned by:</small>  <small>DC16351248DE4EC...</small>	<small>8/4/2025</small>
Legal Counsel	Date	Chief Administrative Officer	Date



**MARION COUNTY
FINANCE DEPARTMENT**
PO Box 14500
555 Court St NE #4247
Salem, OR 97309-5036

Carahsoft
11493 Sunset Hills Road
Virginia, VA 20190

*** MARION COUNTY COPY ONLY ***

Purchase Order		
Purchase Order No	Revision	Page
941062		
Ship To:		
Marion County Health & Human Services		
3160 Center Street NE		
Salem, OR 97301		
United States		
Bill To:		
Marion County		
Attn: Accounts Payable		
3160 Center Street NE		
Salem, OR 97301		

Customer Acct No	Supplier No 4681	Order Date / Buyer 04/07/2025	Revised Date / Buyer D. Adams Hill			
Payment Terms Immediate		Ship Via Best Method	F.O.B Destination			
Freight Terms N/A		Request Or Deliver To	Confirm To / Telephone ()			
Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
1	<p>Secure web-based order and payment acceptance services for expedited issuance of vital records, including birth certificates, death certificates. Price per order is \$7.37, which includes up to 6 certificates per order. Payment for orders is paid directly to VitalChek from customer.</p> <p>MANDATORY PURCHASE ORDER LANGUAGE: THIS PURCHASE IS PLACED AGAINST STATE OF OREGON PARTICIPATING ADDENDUM #9412. THE TERMS AND CONDITIONS CONTAINED IN THE PARTICIPATING ADDENDUM APPLY TO THIS PURCHASE AND TAKE PRECEDENCE OVER ALL OTHER CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.</p> <p>Carahsoft Technology Corp Quote No. 55096028 attached.</p>					\$0

INSTRUCTIONS TO VENDOR

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

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

Authorized By:

DocuSigned by:

056720216255162

MARION COUNTY PURCHASING
NOT VALID Unless Signed By Purchasing

MARION COUNTY TERMS AND CONDITIONS

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

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

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

4. COUNTY PAYMENT OF CONTRACTOR CLAIMS: If

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

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

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

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

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

is without limitation to or waiver of any other rights or remedies of the County according to law.

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

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

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

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

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

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

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

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

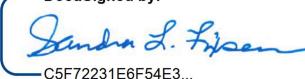
17. SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

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

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

**SIGNATURE PAGE FOR
VITAL RECORDS FROM VITALCHEK - HE-6586-25
between
MARION COUNTY and CARAHSOFT**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair	Date
Commissioner	Date
Commissioner	Date
Authorized Signature:	<p>DocuSigned by:  7D28A787656F458...</p> <hr/> <p>Department Director or designee</p> <p>DocuSigned by:  DC16351248DE4EC...</p> <hr/> <p>Chief Administrative Officer</p> <p>Signed by:  60C98A6F708240B...</p> <hr/> <p>Reviewed by Signature:</p> <p>Marion County Legal Counsel</p> <p>DocuSigned by:  C5F72231E6F54E3...</p> <hr/> <p>Reviewed by Signature:</p> <p>Marion County Contracts & Procurement</p>

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



TO: Diana Lee Adams Hill
 Marion County
 555 Court St NE
 Salem, OR 97301 USA

FROM: Jeb Beidleman
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: dhill@co.marion.or.us

EMAIL: Jeb.Beidleman@carahtsoft.com

PHONE: (503) 576-4652

PHONE: (703) 581-6576 **FAX:** (703) 871-8505

TERMS: Contract Number: 9412
 NASPO Master Contract Number: AR2472
 Contract Term: 04/01/2019 to 09/16/2026
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Sales Tax May Apply

QUOTE NO:	55096028
QUOTE DATE:	04/01/2025
QUOTE EXPIRES:	05/01/2025
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	\$7.37
TOTAL QUOTE:	\$7.37

LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE	QTY	EXTENDED PRICE	
1	OnlineOrdering	Secure web-based order and payment acceptance services for expedited issuance of vital records including birth certificates, death certificates, marriage certificates, and divorce certificates. Up to 6 Certificates. Per Order Pricing. LexisNexis Risk Holdings - OnlineOrdering	LIST: \$10.34 CONTR: \$10.24	\$7.37	COOP	1	\$7.37
SUBTOTAL:						\$7.37	
TOTAL PRICE:						\$7.37	
TOTAL QUOTE:						\$7.37	

Contract Review Sheet

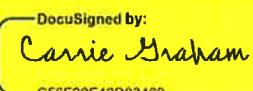
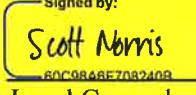
Purchase Order: **IT-6799-25/PO 940312**Title: **Backup Repository Subscription**Contractor's Name: **CDW Government LLC**Department: **Information Technology Department**Contact: **Cynthia Klein**Analyst: **Sandra Fixsen**Phone #: **(503) 584-7796**Term - Date From: **August 27, 2025**Expires: **August 26, 2028**Original Contract Amount: **\$ 385,175.00** Previous Amendments Amount: **\$ -**Current Amendment: **\$ -** New Contract Total: **\$ 385,175.00** Amd% **0%**Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%Source Selection Method: **10-0400 Cooperative** Cooperative# **5603**

Description of Services or Grant Award

This CIP is for the replacement of out-of-support storage infrastructure at the Courthouse Square location. The current system has reached end-of-life and is no longer supported, risking data backup integrity and recovery capabilities. This includes Backup Repository Equipment, Installation, and a 36 month Subscription.

Desired BOC Session Date:	8/27/2025	Contract should be in DocuSign by:	8/6/2025
Agenda Planning Date	8/14/2025	Printed packets due in Finance:	8/12/2025
Management Update	8/12/2025	BOC upload / Board Session email:	8/13/2025
BOC Session Presenter(s)	Steve Brooks	Code:	Y

REQUIRED APPROVALS

<small>DocuSigned by:</small>  F4592A5ECA5A542C	8/7/2025	<small>DocuSigned by:</small>  C56E30E42D03469	8/12/2025
Finance - Contracts	Date	Contract Specialist	Date
<small>Signed by:</small>  80C9846E710B240B	8/8/2025	<small>DocuSigned by:</small>  DC14351248DE4EC	8/8/2025
Legal Counsel	Date	Chief Administrative Officer	Date

Contract Review Sheet

Purchase Order

IT-6800-25 / PO 940464
Title: **Palo Alto Networks Support Renewal**Contractor's Name: **CVE Technologies Group Inc.**Department: **Information Technology Department**Contact: **Cynthia Klein**Analyst: **Sandra Fixsen**Phone #: **(503) 584-7796**Term - Date From: **August 30, 2025**Expires: **August 29, 2026**Original Contract Amount: **\$117,486.20** **177,486.20** Previous Amendments Amount: **\$** **-**Current Amendment: **\$** **-** New Contract Total: **\$117,486.20** **177,486.20** Amd% **0%**Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%Source Selection Method: **10-0400 Cooperative** Cooperative# **AR3229**

Description of Services or Grant Award

CVE Technologies - Palo Alto Networks Support Renewal. Term 8/30/25-8/29/26.

Desired BOC Session Date:	8/27/2025	Contract should be in DocuSign by:	8/6/2025
Agenda Planning Date	8/14/2025	Printed packets due in Finance:	8/12/2025
Management Update	8/12/2025	BOC upload / Board Session email:	8/13/2025
BOC Session Presenter(s)	Steve Brooks	Code:	Y

REQUIRED APPROVALS

DocuSigned by:

 F4592AF8CAA542C

Finance - Contracts Date **8/7/2025**

DocuSigned by:

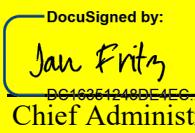
 C56F30F42D03469

Contract Specialist Date **8/12/2025**

Signed by:

 Scott Norris
 60009A6F708240D

Legal Counsel Date **8/8/2025**

DocuSigned by:

 D016254240DE4E5C

Chief Administrative Officer Date **8/8/2025**



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: August 27, 2025

Department: Legal Counsel

Title:

Travel Policy Update

Management Update/Work Session Date: August 5, 2025 Audio/Visual aids

Time Required: 5 mins Contact: Steve Elzinga Phone: 503-588-5220

Requested Action:

Update Policy 908, Reimbursement of Miscellaneous Travel Expenses

Issue, Description & Background:

Marion County's travel policy has not been updated since 1996 and is significantly outdated.

Legal Counsel was asked to work with other departments to update the policy. A draft update was submitted to the Compensation Board for independent review. The Compensation Board recommended several changes.

The proposed policy changes will reduce administrative burdens and simplify travel-related reimbursement by (1) allowing meal/incidental per diem at federal GSA rates instead of processing individual transactions or submitting receipts and (2) recognizing that de minimus credit card points are part of compensation. Both changes are based on similar policies at Lane County, which is the most similarly sized peer county.

Financial Impacts:

Fiscal impact is undetermined but expected to be minimal.

Impacts to Department & External Agencies:

The Finance Department is expected to have improved processing efficiency that will free up some staff time.

List of attachments:

Policy 908 Revised 8/2025

Presenter:

Steve Elzinga

Department Head
Signature:

Steve Elzinga

 Digitally signed by Steve Elzinga
Date: 2025.08.11 11:57:16 -07'00'

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the Matter of Updating)
Administrative Policy 908)

ORDER No.

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on August 27, 2025, to consider approval of changes to Marion County Policy.

WHEREAS, Marion County Policy 908 has not been updated since 1996 and is significantly outdated;

WHEREAS, a draft of updates to Marion County Policy 908 was independently reviewed by the Compensation Review Board, which made several changes before recommending approval;

WHEREAS, the updates will reduce administrative burdens and simplify travel-related reimbursement;

WHEREAS, the updates are based on similar policies at Lane County, which is the most similarly sized peer county;

IT IS HEREBY ORDERED that the updated Marion County Administrative Policy 908 is hereby adopted.

DATED at Salem, Oregon the 27th day of August, 2025.

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner



SECTION:	Purchasing		POLICY #:	908
TITLE:	Reimbursement of Miscellaneous Travel Expenses		PROCEDURE #:	
DEPT:	Finance		ORDER #:	95-12
ADOPTED:	2/1995	REVIEWED:	PROGRAM:	
			REVISED:	8/2025

PURPOSE: This establishes policy and procedure concerning reimbursement of miscellaneous travel expenses not expressly covered in bargaining agreements.

AUTHORITY: The Marion County Board of Commissioners may establish rules and regulations in reference to managing the interest and business of the county under ORS 203.010, 203.035, 203.111, and 203.230.

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

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

POLICY GUIDELINES:

- a. Miscellaneous travel expenses may include but are not limited to parking fees, transport fees, tips, baggage handling fees, service charges and any expense not specifically paid on transportation tickets and hotel invoices.
- b. Bargaining agreements define authorized reimbursements for mileage rate, air and train fare, and meals and lodging.
- c. Employees who are not members of a bargaining unit shall be reimbursed at the same rates, fares and costs of expenses as Marion County Employee Association, Unit 6.
- d. Miscellaneous travel expenses allowances shall be:
 - 1) Where it is customary to leave a tip for a served meals or other travel services, the tip shall be reimbursed at a reasonable amount.
 - 2) When services are received and no invoice or receipt is available, the department head or

elected official shall approve a written request from the employee on the appropriate Finance Department form identifying the service, when & where the service was received and why an invoice or receipt are not available.

- e. Travel reimbursement requests shall be submitted to the Board of Commissioners, elected official or department head or assigned designee within 90 days of completing the travel. Failure to request within 90 days or prior to the closure of the fiscal year will result in forfeiture of the claim.
- f. During approved travel related to County business, meals and incidentals will be paid for by either a procurement card or a per diem rate. The option chosen will apply to the entire trip. (Tips and gratuities for meals are included as part of the per diem rate.) If the per diem rate is not used, detailed original receipts are required for all meals when using a procurement card. The per diem rate is the rate established by the U.S. Government General Services Administration (GSA) for government travel. This rate is determined by city, county and state traveled to and can be obtained at <http://www.gsa.gov/perdiem>. When using the per diem rate, it is the responsibility of the employee or department to attach documentation on the allowable GSA rate to the request for reimbursement.
- g. All de minimis travel benefits, including but not limited to credit card points; mileage points for air travel, lodging, and car rental; and other similar de minimis rewards; are part of the employee's de minimis benefits. A de minimis benefit is one for which, considering its value and the frequency with which it is provided, has so little value that accounting for it would be unreasonable or administratively impracticable.

EXCEPTIONS:

Exceptions to matters not dictated by statute may only be granted by the board of commissioners or the Chief Administrative Officer.

IMPLEMENTATION:

The Board of Commissioners' Office is responsible for implementing this policy and assuring compliance by county departments.

PERIODIC REVIEW:

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

Adopted: 2/95

Revised: 8/2025



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: August 27, 2025

Department: Legal Counsel

Title:

Purdue/Sackler Opioid Settlement

Management Update/Work Session Date: August 12, 2025 Audio/Visual aids

Time Required: 5 mins Contact: Steve Elzinga Phone: 503-588-5220

Requested Action:

Sign Board Order authorizing County Counsel to sign the opioid settlement.

Issue, Description & Background:

A new nationwide opioid settlement has been reached with Purdue and the Sacklers. Oregon's share will be split 45% to the state and 55% to local governments. Marion County's share would be 4.1636475308%.

Oregon's Attorney General estimates that Oregon's share will be up to approximately \$66 million, which would mean that Marion County's share would be up to approximately \$2.748 million.

Funds must be spent or encumbered within five years of receipt.

Financial Impacts:

If the county opts in to this settlement, the county will receive up to approximately \$2.748 million in opioid settlement funds.

Impacts to Department & External Agencies:

(This section is empty)

List of attachments:

Proposed Board Order

Presenter:

Steve Elzinga

Department Head
Signature:

Steve Elzinga

Digitally signed by Steve Elzinga
Date: 2025.08.12 15:25:21 -07'00'

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the Matter of Participation in)
Purdue Settlement)

ORDER No. 25-_____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on August 27, 2025, to consider approval of participation in a national opioid settlement with Purdue Pharma and the Sackler Family.

WHEREAS, a new proposed settlement has been reached with Purdue Pharma and the Sackler family.

WHEREAS, the proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings.

WHEREAS, the state of Oregon has decided to participate.

WHEREAS, Marion County must elect to participate in the settlement to share in the settlement funds.

IT IS HEREBY ORDERED that Marion County will participate in the settlement.

IT IS HEREBY ORDERED that County Counsel, Steve Elzinga, is authorized to sign the participation form on behalf of Marion County.

DATED at Salem, Oregon the 27th day of August, 2025.

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 8/20/2025

Department: Public Works

Title:

Real Estate Purchase & Sale Agreement with Lineage Master RE, LLC

Management Update/Work Session Date: 7/29/2025

Audio/Visual aids

Time Required: 5 minutes

Contact: Chris Einmo

Phone: 503-566-4119

Requested Action:

Approve Contract PW-6766-25, a real estate Purchase & Sale Agreement between Marion County and Lineage Master RE, LLC, in the amount of \$274,500.00 for the creation and conveyance of two (2) parcels of land to Marion County for the ARPA - Brooks-Hopmere Drinking Water Improvement Project.

Issue, Description & Background:

Marion County Public Works is in the process of delivering the ARPA - Brooks-Hopmere Drinking Water Improvement Project on behalf of the Brooks Community Service District (BCSD). The Project will construct a new water campus for the treatment, storage and distribution of municipal water to BCSD customers. This agreement will culminate in the conveyance of 0.60 acres of land for siting of the water campus.

Financial Impacts:

The purchase price of the subject real property is \$274,500.00, which is a budget expense in the current fiscal year under CIP 24-356.

Impacts to Department & External Agencies:

None

List of attachments:

Purchase & Sale Agreement PW-6766-25

Presenter:

Chris Einmo

Department Head Signature:

Brian Nicholas

Digitally signed by Brian Nicholas
Date: 2025.07.09 09:12:32 -07'00'

Contract Review Sheet

Residential Real Estate Sale Agreement

PW-6766-25Title: Purchase & Sale Agreement (Lineage Master RE, LLC)

Contractor's Name: _____

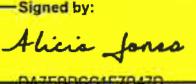
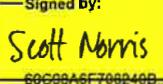
Department: Public Works Department Contact: Alicia JonesAnalyst: Kathleen George Phone #: -4388Term - Date From: Execution Expires: August 6, 2035Original Contract Amount: \$ 274,500.00 Previous Amendments Amount: \$ -Current Amendment: \$ - New Contract Total: \$ 274,500.00 Amd% 0%Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%Source Selection Method: 50-0010 General Exemptions (IGAs Grants QRFs) Department _____

Description of Services or Grant Award

Purchase & Sale Agreement between Marion County and Lineage Master RE, LLC in the amount of \$274,500.00 for the real properties referred to as Tax Lot 062W1700 00500 and Tax Lot 062W17CA02900.

Desired BOC Session Date:	<u>8/27/2025</u>	Contract should be in DocuSign by:	<u>8/6/2025</u>
Agenda Planning Date	<u>8/14/2025</u>	Printed packets due in Finance:	<u>8/12/2025</u>
Management Update	<u>8/12/2025</u>	BOC upload / Board Session email:	<u>8/13/2025</u>
BOC Session Presenter(s)	<u>Brian Nicholas</u>	Code:	<u>Y</u>

REQUIRED APPROVALS

<small>DocuSigned by:</small>  <small>A3598E7AE6704F4...</small>	<small>Signed by:</small>  <small>DA7E090001E70470...</small>
Finance - Contracts	Contract Specialist
8/12/2025	8/13/2025
<small>Signed by:</small>  <small>SC0600A46F700240B...</small>	<small>DocuSigned by:</small>  <small>DC103512400B41EC...</small>
Legal Counsel	Chief Administrative Officer
8/12/2025	8/13/2025

PURCHASE AND SALE AGREEMENT
PW-6766-25

THIS PURCHASE AND SALE AGREEMENT, hereinafter referred to as the "Agreement", is made and entered into on _____, 2025 by and between Lineage Master RE, LLC, a Delaware limited liability company, hereinafter called "Seller," and Marion County, a political subdivision of the State of Oregon, hereinafter called "Purchaser." Seller and Purchaser are referred to herein jointly as the "Parties" and severally as "Party."

RECITALS:

- A.** Seller is the owner of the Properties, as defined in Section 1, below, which Purchaser has identified as a suitable site for municipal water utility infrastructure. The Parties desire to enter into this Agreement to allow for construction of the proposed public infrastructure.
- B.** The Parties shall cooperate in good faith to complete the real estate transaction described herein.
- C.** This real property transaction is subject to the *Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, as amended January 4, 2005 (the "Uniform Act").

AGREEMENT:

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. Description of Properties

Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller certain portions of the real properties commonly referred to as **Tax Lot 062W1700 00500** and **Tax Lot 062W17CA 02900**, located in Marion County, Oregon; certain portions thereof measuring 0.60 acres, more or less, having the legal descriptions set forth in *Attachments "A" and "B"*, respectively, which are attached hereto and incorporated herein by this reference (the "Properties").

2. Purchase Price

Purchaser agrees to pay to Seller the sum of **Two Hundred Seventy-Four Thousand Five Hundred dollars and zero cents (\$274,500.00)** (the "Purchase Price"). Payment shall be due within thirty (30) calendar days following the satisfaction of OBLIGATIONS S1 and S2 by Seller. Purchaser shall refrain from recording *Attachments "A" and "B"* until after payment is issued and Seller has acknowledged receipt of the Purchase Price. No additional compensation shall be made to Seller by Purchaser for the subsequent conveyance of property deeds described under Seller's OBLIGATIONS.

3. Seller's Obligations

OBLIGATION S1 – Within seven (7) calendar days of the execution of this Agreement, Seller shall sign and notarize Attachments "A" and "B" and deliver the signed and notarized documents to Purchaser, authorizing Purchaser to construct municipal water infrastructure upon the Properties.

OBLIGATION S2 – Within seven (7) calendar days of the execution of this Agreement, Seller shall complete and submit to Purchaser IRS Form W-9, Request for Taxpayer Identification Number and Certification (*Attachment "C"*) and Supplier ACH Setup Form (*Attachment "D"*) to enable Purchaser to enroll Seller in Purchaser's Accounts Payable system.

OBLIGATION S3 – Upon the satisfaction of OBLIGATION P3 by Purchaser and within one-hundred eighty (180) calendar days of receipt by Seller of the OBLIGATION P3 documents, Seller shall make all good faith efforts to resolve, remove and otherwise eliminate from the Properties the title encumbrances cited in Section 8.2 of this Agreement and to provide to Purchaser evidence thereof. If Seller is successful in eliminating the encumbrances, Seller shall then fully execute (sign and notarize) the OBLIGATION P3 documents and deliver such executed documents to Purchaser. If Seller is unable to resolve, remove or otherwise eliminate the title encumbrances cited in Section 8.2 within such 180 day period, then the Parties agree that the Attachment "A" and "B" easements shall remain Permanent Utility Easements and OBLIGATIONS S4, P4, P5 and section 13.2 of this Agreement shall have no further effect.

OBLIGATION S4 – Within fifteen (15) calendar days of the satisfaction of OBLIGATION P4 by Purchaser, Seller shall pay the real property taxes due on the Properties as of the Recording Date.

4. Purchaser's Obligations

OBLIGATION P1 – Within thirty (30) calendar days of the satisfaction of OBLIGATIONS S1 and S2 by Seller, Purchaser shall issue to Seller full payment of the Purchase Price with no reserve or retainage.

OBLIGATION P2 – Following the satisfaction of OBLIGATION P1 by Purchaser, Purchaser shall cause the signed and notarized Attachments "A" and "B" to be recorded in the public records of Marion County at Purchaser's sole expense. Purchaser shall provide to Seller copies of all recorded documents within thirty (30) calendar days of recording.

OBLIGATION P3 – Purchaser shall perform at Purchaser's sole expense all work necessary to divide **Tax Lots 062W1700 00500 and 062W17CA 02900**, including but not limited to professional land surveying, land use, deed preparation, engineering, permitting and all other requisite work, and shall pay all associated permitting fees. Each parcel shall be divided into two (2) parcels; the first parcels coinciding with the legal descriptions contained in Attachments "A" and "B" and the second parcels consisting of the remainder of the original parcels. Purchaser shall prepare and present to Seller all preliminary and final surveys, deeds and other land division documents to Seller for Seller's review and consent, such consent not to be unreasonably withheld, conditioned or delayed.

OBLIGATION P4 – Upon the satisfaction of OBLIGATION S3 by Seller and upon obtaining Seller's consent as provided in OBLIGATION P3, Purchaser shall obtain from the Marion County Assessor and provide to Seller a statement of real property taxes due on the Properties based on an assumed date of property conveyance (the "*Recording Date*"). The Recording Date shall be thirty (30) calendar days following the receipt of Seller's consent as provided in OBLIGATION P3.

OBLIGATION P5 – Upon the satisfaction of OBLIGATION S4 by Seller, Purchaser shall, on the Recording Date and at Purchaser's sole expense, cause all surveys, deeds and property conveyance documents to be recorded in the public records of Marion County. Purchaser shall provide copies of all recorded documents within fifteen (15) calendar days of recording.

5. Prorates

Real property taxes on the Properties, if any, shall be prorated. Seller shall be responsible to pay all real property taxes accumulated on the Properties prior to the Recording Date and Purchaser shall be responsible to pay all real property taxes on the Properties thereafter.

6. Deeds and Other Interests

Purchaser shall be responsible, at its own expense, to prepare Statutory Warranty Deeds for the Properties coinciding with the easement areas described in Attachments "A" and "B", which shall be in form and substance reasonably satisfactory to Seller. In the event Quitclaim deeds are required to eliminate any 3rd party interests in the Properties, Purchaser shall prepare and provide to Seller such Quitclaim deeds at no cost to Seller which Quitclaim deeds shall be in form and substance reasonably satisfactory to Seller. Purchaser shall be responsible, at its own expense, for the recording of deeds.

7. Purchaser Representations

7.1. Authority of Purchaser – Purchaser is a local government entity, authorized to acquire real property on behalf of the public and to fulfill all Purchaser's obligations specified herein. Purchaser attests that the Purchase Price and all costs and fees assigned to Purchaser are budgeted expenses in Purchaser's current fiscal year budget.

7.2. Properties Sold As-Is – Purchaser recognizes the Properties shall be sold as-is. Purchaser is solely responsible for verification that the Properties are suitable for Purchaser's development objectives, including the performance of all surface and subsurface explorations; site characterizations; and natural, historic and prehistoric resource surveys. Purchaser recognizes that Seller makes no claims or assurances regarding the suitability of the Properties for development, including the presence or lack of any hazardous materials on or below the site. Except as may otherwise be expressly set forth herein, Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered by Seller to Purchaser in connection with the transaction contemplated hereby. Purchaser acknowledges and agrees that all materials, data and information delivered by Seller to Purchaser in connection with the transaction contemplated hereby are provided to Purchaser as a convenience only and that any reliance on or use of such materials, data or information by Purchaser shall be at the sole risk of Purchaser, except as may otherwise be expressly stated herein. Without limiting the generality of the foregoing provisions, Purchaser acknowledges and agrees that (i) any environmental or other report with respect to the Properties which is delivered by Seller to Purchaser shall be for general informational purposes only, (ii) Purchaser shall not have any right to rely on any such report delivered by Seller to Purchaser, but rather will rely on its own inspections and investigations of the Properties and any reports commissioned by Purchaser with respect thereto, and (iii) neither Seller, any affiliate of Seller nor the person or entity which prepared any such report delivered by Seller to Purchaser shall have any

liability to Purchaser for any inaccuracy in or omission from any such report. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE, TITLE (OTHER THAN SELLER'S WARRANTY OF TITLE TO BE SET FORTH IN THE DEED), ZONING, TAX CONSEQUENCES, LATENT OR PATENT PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTIES WITH GOVERNMENTAL LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF THE DUE DILIGENCE DOCUMENTS OR ANY OTHER INFORMATION PROVIDED BY OR ON BEHALF OF SELLER TO PURCHASER, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTIES. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON RECORDING OF THE STATUTORY WARRANTY DEEDS SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. PURCHASER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESSED OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTIES OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, PROPERTY INFORMATION PACKAGES DISTRIBUTED WITH RESPECT TO THE PROPERTIES) MADE OR FURNISHED BY SELLER, THE MANAGER OF THE PROPERTIES, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT. PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED SUCH INVESTIGATIONS OF THE PROPERTIES, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS PURCHASER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTIES AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTIES, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. UPON RECORDING OF THE STATUTORY WARRANTY DEEDS, PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INVESTIGATIONS, AND PURCHASER, UPON CLOSING, SHALL, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, REPRESENTATIVES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH PURCHASER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, REPRESENTATIVES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL

LAWS) AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTIES. PURCHASER AGREES THAT SHOULD ANY CLEANUP, REMEDIATION OR REMOVAL OF HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL CONDITIONS ON THE PROPERTIES REQUIRED AFTER RECORDING OF THE STATUTORY WARRANTY DEEDS, SUCH CLEAN-UP, REMOVAL OR REMEDIATION SHALL BE THE RESPONSIBILITY OF AND SHALL BE PERFORMED AT THE SOLE COST AND EXPENSE OF PURCHASER. WITHOUT LIMITATION OF THE FOREGOING, PURCHASER SPECIFICALLY RELEASES SELLER FROM ANY CLAIMS IT OR ITS SUCCESSORS AND ASSIGNS MAY HAVE AGAINST SELLER NOW OR IN THE FUTURE UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, 42 U.S.C. §§ 9601 ET SEQ., AS AMENDED ("CERCLA"; THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. §§ 6901 ET SEQ., AS AMENDED ("RCRA"); ANY OTHER ANALOGOUS STATE OR FEDERAL STATUTE; AND COMMON LAW ARISING FROM THE ENVIRONMENTAL CONDITIONS OF THE PROPERTIES OR THE PRESENCE OF HAZARDOUS SUBSTANCES, SOLID WASTES, OR ANY OTHER POLLUTANTS OR CONTAMINATION THE PROPERTY. PURCHASER FURTHER HEREBY ASSUMES THE RISK OF CHANGES IN APPLICABLE LAWS AND REGULATIONS RELATING TO PAST, PRESENT AND FUTURE ENVIRONMENTAL CONDITIONS ON THE PROPERTIES AND THE RISK THAT ADVERSE PHYSICAL CHARACTERISTICS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THE PRESENCE OF HAZARDOUS SUBSTANCES OR OTHER CONTAMINANTS, MAY NOT HAVE BEEN REVEALED BY ITS INVESTIGATION. Purchaser acknowledges and agrees that the provisions of this Section 7.2 survive recording of the Statutory Warranty Deeds.

8. Seller Representations

8.1. Authority of Seller – Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby, and has obtained all necessary consents and approvals of all requisite parties to execute and perform this Agreement. The individuals executing this Agreement and the instruments referenced herein on behalf of Seller and the partners, officers, or trustees of Seller, if any, have the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof.

8.2. Property Ownership; Dispensation of Debts and Liens – Seller attests that it is the sole owner of the Properties, holding title free and clear of any assignments for the benefit of creditors, voluntary proceedings in bankruptcy or under any other debtor relief laws contemplated by, pending or threatened by or against Seller or otherwise affecting the Properties that would have a material adverse effect on the transactions contemplated by this Agreement. Seller acknowledges that the following are documents of public record that apply to the Properties and prevent the transfer of title from Seller to Purchaser unless the encumbrances created by such documents are first resolved, removed or otherwise eliminated from the Properties by Seller:

1. Reciprocal easement and maintenance agreement between Pacific Northwest Vegetable Company LLC and Lineage Master RE LLC and successors, recorded August 21, 2020, reel 4374, page 311 of Marion County public records,

2. Line of credit deed of trust, Northwest Farm Credit Services (beneficiary), recorded August 31, 2020, reel 4379, page 172 of Marion County public records and amended February 22, 2022, and
 3. Intercreditor Agreement recorded September 1, 2023, AFN 2023-26673.
- 8.3. **Possession at Conveyance** – Upon conveyance of the Statutory Warranty Deeds there will be no parties in possession of any portion of the Properties, nor any parties with any right to such possession, other than Purchaser. No person, corporation, or other entity other than Purchaser (by reason of this Agreement) has any right or option to acquire the Properties or any portion thereof. Upon conveyance of the Statutory Warranty Deeds, there shall be no outstanding service or other contracts affecting the Properties.
- 8.4. Any references to the “knowledge” of Seller shall refer only to the current actual knowledge of Robert Sangdahl, without inquiry or investigation. Notwithstanding anything herein, such individual(s) shall have no personal liability under this Agreement. The representations and warranties of Seller set forth in Section 8 shall survive recordation of the Statutory Warranty Deeds for a period of three (3) months. No claim for a breach of any representation or warranty of Seller shall be actionable unless an action shall have been commenced by Purchaser against Seller within three (3) months after Closing. Notwithstanding anything herein to the contrary, in no event shall Seller’s aggregate liability to Purchaser for a breach of any representation warranty of Seller contained herein, if any, exceed the sum of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00).

9. Purchaser Right of Use

Upon execution and recordation of Attachments “A” and “B”, Purchaser shall have sole right of use of the easement area, subject to existing encumbrances. Within the easement area, Purchaser may:

- 9.1. Survey, stake, excavate, grade, trench, construct, build, install, lay, patrol, place, operate, maintain, repair, replace, relocate, inspect, add to and remove facilities for municipal water, wastewater and other public infrastructure including, but not limited to, buildings, tanks, reservoirs, basins, above and below ground piping, pumps and pumping systems, water and wastewater treatment systems, water wells, water towers, communication towers, pavements and walkways, driveways, signs, electrical power and natural gas services, and any and all other works necessary or desirous for the operation and maintenance of municipal water, wastewater and other public works facilities.
- 9.2. Construct, install, maintain, repair, improve and expand fencing, gates, video and audio surveillance systems, sirens, alarms, indoor and outdoor lighting, and all other site security measures, features and installations necessary to or desirous for the protection and safeguarding of Grantee’s facilities and infrastructure.
- 9.3. Install and maintain landscaping and vegetation by means deemed appropriate by Grantee.
- 9.4. Draw ground water for public use, including the acquisition of commercial or municipal groundwater rights in accordance with federal, state and local laws, rules, regulations and procedures.

10. Indemnification

The Parties shall indemnify and hold harmless each other from and against all claims, demands, suits, costs, expenses, liabilities, fines, penalties, losses, damages and injury to person, property or otherwise, including, without limitation, direct, indirect and consequential damages, court costs and reasonable attorney's fees, arising from or in any respect related to any exercise of or use of the Easements, and their guests and invitees except such injury, loss or damage as shall have been caused by the negligence or willful act of the indemnified party, its agents, guests, invitees, or employees.

11. Insurance

Purchaser is a self-insured government entity. Purchaser shall maintain a comprehensive general liability insurance policy written on an occurrence form in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Purchaser shall further maintain worker's compensation insurance in accordance with the statutory requirements of the state where the facilities are located (or work is to be performed). Each of the above policies shall be maintained in full force and effect at all times during which this Agreement remains effective and for a period of at least two (2) years thereafter. Such policies shall be primary over any other insurance available to Seller. At all times during such period and not less than annually, Purchaser shall supply Seller with certificates of said policies naming Seller and its subsidiaries as additional insureds and providing that Seller shall receive thirty (30) days' written notice prior to any change, substitution or cancellation of such policies. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Purchaser, and any approval or waiver of said insurance coverage by Seller is not intended to and shall not in any way or manner limit or qualify the liabilities or obligations of Purchaser pursuant to this Agreement.

12. Time of Essence

Time is of the essence of the performance of each of the obligations under this Agreement.

13. Remedies

- 13.1. The remedies set forth herein are exclusive. In the event Purchaser fails to satisfy some or all Purchaser's Obligations through no fault of Seller and such failure continues for thirty (30) days following written notice from Seller to Purchaser, Seller shall have no further obligations under this Agreement.
- 13.2. If Purchaser fails to complete its obligations under OBLIGATION P3 within sixteen (16) months after: 1. Purchaser completes its obligations under OBLIGATION P2; and 2. Seller completes its obligations under OBLIGATION S2, then within 30 days of request of Seller, Purchaser shall pay to Seller the sum of \$30,000; provided, that if Seller is unable to resolve, remove or otherwise eliminate the title encumbrances cited in Section 8.2 within the 180-day period referenced in OBLIGATION S3 above, then this subsection 13.2 shall have no further effect.

14. Foreign Investment in Real Property Tax Act

The Foreign Investment in Real Property Tax Act (FIRPTA), IRC §1445, requires every person who purchases U.S. real property from a foreign person to deduct and withhold from the Seller's

proceeds, ten percent (10%) of the gross sales price, with certain exceptions. Seller and Purchaser agree to execute and deliver, as appropriate, any instrument, affidavit, or statement, and to perform any acts reasonably necessary to carry out the provisions of FIRPTA.

15. Damage or Destruction

Until the recording of the deeds described in section 6 above, the risk of loss shall be retained by Seller. In the event all or any material portion of the land constituting the Properties are damaged or destroyed through no action or fault of Purchaser or Purchaser's employees, agents, consultants or contractors prior to the recording of the deeds described in section 6 above, including but not limited to Acts of God, the actions of third-parties, and the action or inaction of Seller, Purchaser may terminate this Agreement, in which case Seller shall retain the Purchase Price, the easements shall become perpetual and this Agreement shall have no further effect.

16. Condemnation

Nothing in this Agreement shall be determined to mean that any agency of competent jurisdiction has waived its right to acquire the Properties or any real property through eminent domain under Oregon Revised Statute.

17. Binding Effect/Assignment

This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives and assigns. Purchaser may not assign Purchaser's rights under this Agreement without Seller's prior written consent. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by Seller and Purchaser.

18. Notices

All notices required or permitted to be given hereunder shall be in writing and shall be personally delivered, sent by overnight delivery service or by email to the addresses set forth below:

Purchaser: Marion County Public Works
Attn: Brian Nicholas
5155 Silverton Road NE
Salem, OR 97305
bnicholas@co.marion.or.us

Seller: Lineage Logistics
1 Park Plaza, Suite 550
Irvine, CA 92614
Attn: Michael Daniels and Jonathan Lund
MiDaniels@onelineage.com
jolund@onelineage.com

and with a copy to:

c/o Lineage Logistics
46500 Humboldt Drive
Novi, Michigan 48377
Attn: Real Estate Department
realestate@onelineage.com SRG Law Firm PLLC
641 Lexington Avenue, 14FL
New York, NY 10022
Attn: Steven R. Goldberg
sgoldberg@srgpllc.com

Either Party hereto may, by proper notice to the other, designate such other address for the giving of notice as deemed necessary. All notices shall be deemed given on the business day such notice is personally delivered or sent by email, the business day following dispatch by overnight delivery service.

19. Counterparts, Electronic Transmission and Electronic Signatures

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Facsimile, email transmission or other means of electronic transmission of any signed original document, and retransmission shall be the same as delivery of an original. The Parties agree that this transaction may be conducted and closed by electronic means in accordance with the provisions of the Uniform Electronic Transactions Act ("UETA") as codified in ORS Chapter 84. At the request of either Party, the Parties shall confirm electronically transmitted original signatures or electronic signatures by signing an original document and providing the signed original to the requesting Party.

20. Interpretation

Headings at the beginning of each Section and Subsection are solely for the convenience of the Parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural, and the masculine shall include the feminine and vice versa.

21. Rule of Construction

Any rule of construction interpreting this instrument against its drafter shall be inapplicable. The recitals set forth above are, by this reference, incorporated into and deemed a part of this Agreement.

22. Reference

Unless otherwise indicated, all references to Sections and Subsections are to this Agreement. In the event the date on which Purchaser or Seller is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day. If one or more of the provisions of this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, then, to the extent consistent with the Parties' intent hereunder, the validity, legality and enforceability of the remaining provisions of any other application thereof shall not be affected or impaired.

23. Governing Law and Venue

This Agreement is performable in the State of Oregon and shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of such state. The Parties hereby submit to jurisdiction in Marion County, Oregon, and agree that any and all disputes arising out of or related to this Agreement shall be litigated exclusively in the Circuit Court for Marion County, Oregon, and in no federal court or court of another county or state. Each Party to this Agreement further agrees that pursuant to such litigation, the Party and the Party's officers, employees, and other agents shall appear, at that Party's expense, for deposition in Marion County, Oregon.

The remainder of this page left intentionally blank.

Attachment A
Utility Easement, Legal Description and Exhibit Map
Tax Lot 062W1700 00500



RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING (ORS 205.234). ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTIONS CONTAINED WITHIN THE DOCUMENT.

- A. Names of the Transactions described in the attached instrument:

Permanent Utility Easement

- B. Names of First Parties: **Lineage Master RE, LLC a Delaware limited liability company
2525 Ewald Ave. SE
Salem, OR 973902**

Names of Second Parties: **Marion County, a political subdivision of the State of Oregon**

- C. Consideration Paid: (if applicable): **\$165,000.00**

- D. Lien or Satisfaction Amount: (if applicable): **N/A**

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

Exempt, Public Property
(Utility Purposes)

- F. Name and address of person authorized to receive the instrument after recording:

**Kent R. Inman, County Surveyor
Marion County Department of Public Works
5155 Silverton Road NE
Salem, Oregon 97305**

PERMANENT UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, That Lineage Master RE, LLC a Delaware limited liability company, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Marion County, a political subdivision of the State of Oregon**, hereinafter called the Grantee, its successors and assigns, a Permanent Utility Easement, which runs with the land, for public utility purposes in, upon, and across real property located in Marion County, State of Oregon, and more particularly described as follows:

See Exhibit "A" and Exhibit Map attached to and made a part hereof.

The true and actual consideration paid for this conveyance is **One Hundred Sixty-Five Thousand and no/100 Dollars (\$165,000.00)**.

Acquisition of the easement area by county for utility purposes does not relieve the grantor of any responsibility associated with the condition of the property.

(Signatures on Following Page)

Grantor:

Signature

Name

Title

Marion County Acceptance By:

Signature

Brian Nicholas

Name

Marion County Public Works Director

Title

STATE OF OREGON)
)ss.
County of Marion)
)

This instrument was acknowledged before me on _____, 2025
by _____ of _____
as _____.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
)ss.
County of Marion)
)

This instrument was acknowledged before me on _____, 2025
by _____ of _____
as _____.

Notary Public for Oregon
My Commission Expires: _____

EXHIBIT A
PERMANENT EASEMENT

A 64.00 foot wide strip of land situated in the northwest and southwest one-quarter of Section 17, Township 6 South, Range 2 West of the Willamette Meridian, being a portion of that property as described in Reel 4374, Page 310, Marion County Records, and further described as follows.

The westerly 64.00 feet of all that property lying south of the easterly extension of the north line of that portion of Brooklake Road (County Road 609) running in an East/West direction from Interstate 5, and as shown on the attached Exhibit B. Said north line of Brooklake Road is also the Basis of Bearings for Survey Number 39320, Marion County Survey Records.

Containing 12,849 square feet, more or less.



RENEWS: 6-30-2025



0' 60'
A horizontal scale bar consisting of a thick black line with two white segments on either side. The text "0'" is at the left end and "60'" is at the right end.

PNW VEG CO, LLC
EXHIBIT 'C' OF
R.4370, P.413

LINEAGE MASTER RE, LLC
R.4374, P.310

NORTH LINE = EASTERLY
EXTENSION OF THE NORTH
LINE OF BROOKLAKE ROAD

PERMANENT
EASEMENT
12,849 SF

BROOKLAKE RD
(C.R. 609)

PUBLIC ALLEY

LOT 7

TOWN OF
BROOKS
BLOCK 23

LOT 8

RICHLAND AVE.
(C.R. 610)

50°

UNION PACIFIC RR

FROM

FRONT

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
SEPTEMBER 12, 2017
STEVEN LEE HOWELL
91569

RENEWS: 6-30-2025

EXHIBIT B

IN THE NW & SW 1/4 OF SECTION 17,
TOWNSHIP 6 SOUTH, RANGE 2 WEST, W.M.
MARION COUNTY, OREGON
DATE: JANUARY 29, 2025

SURVEYED FOR: KELLER ASSOCIATES



FFN SURVEYING

JOB NO.
24-523

SHEET
1/1

Attachment B
Utility Easement, Legal Description and Exhibit Map
Tax Lot 062W17CA 02900



RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING (ORS 205.234). ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTIONS CONTAINED WITHIN THE DOCUMENT.

- A. Names of the Transactions described in the attached instrument:

Permanent Utility Easement

- B. Names of First Parties: **Lineage Master RE,LLC a Delaware limited liability company
2525 Ewald Ave. SE
Salem, OR 973902**

Names of Second Parties: **Marion County, a political subdivision of the State of Oregon**

- C. Consideration Paid: (if applicable): **\$109,500.00**

- D. Lien or Satisfaction Amount: (if applicable): **N/A**

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

Exempt, Public Property
(Utility Purposes)

- F. Name and address of person authorized to receive the instrument after recording:

**Kent R. Inman, County Surveyor
Marion County Department of Public Works
5155 Silverton Road NE
Salem, Oregon 97305**

PERMANENT UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, That Lineage Master RE, LLC a Delaware limited liability company, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Marion County, a political subdivision of the State of Oregon**, hereinafter called the Grantee, its successors and assigns, a Permanent Utility Easement, which runs with the land, for public road and right-of-way purposes in, upon, and across real property located in Marion County, State of Oregon, and more particularly described as follows:

See Exhibit "A" and Exhibit Map attached to and made a part hereof.

The true and actual consideration paid for this conveyance is **One Hundred Nine Thousand Five Hundred and no/100 Dollars (\$109,500.00)**

Acquisition of the easement area by the county for right of way purposes does not relieve the grantor of any responsibility associated with the condition of the property.

(Signatures on Following Page)

Grantor:

Marion County Acceptance By:

Signature

Signature

Name _____

Brian Nicholas

Title

Marion County Public Works Director

Title

STATE OF OREGON)
)ss.
 County of Marion)
)

This instrument was acknowledged before me on _____, 2025
by _____ of _____
as _____.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
)ss.
County of Marion)
)

This instrument was acknowledged before me on _____, 2025
by _____ of _____
as _____.

Notary Public for Oregon
My Commission Expires:

EXHIBIT A
PERMANENT EASEMENT

A 64.00 foot wide strip of land situated in the northwest and southwest one-quarter of Section 17, Township 6 South, Range 2 West of the Willamette Meridian, being a portion of that property as described in Reel 4374, Page 310, Marion County Records, and further described as follows.

The westerly 64.00 feet of Lots 7 and 8, Block 23 of the TOWN OF BROOKS, recorded in Volume 1, Page 41, Marion County Book of Town Plats.

Containing 7,680 square feet, more or less.



RENEWS: 6-30-2025



0' 60'
SCALE: 1" = 60'

PNW VEG CO, LLC
EXHIBIT 'C' OF
R.4370, P.413

LINEAGE MASTER RE, LLC
R.4374, P.310

NORTH LINE = EASTERLY
EXTENSION OF THE NORTH
LINE OF BROOKLAKE ROAD

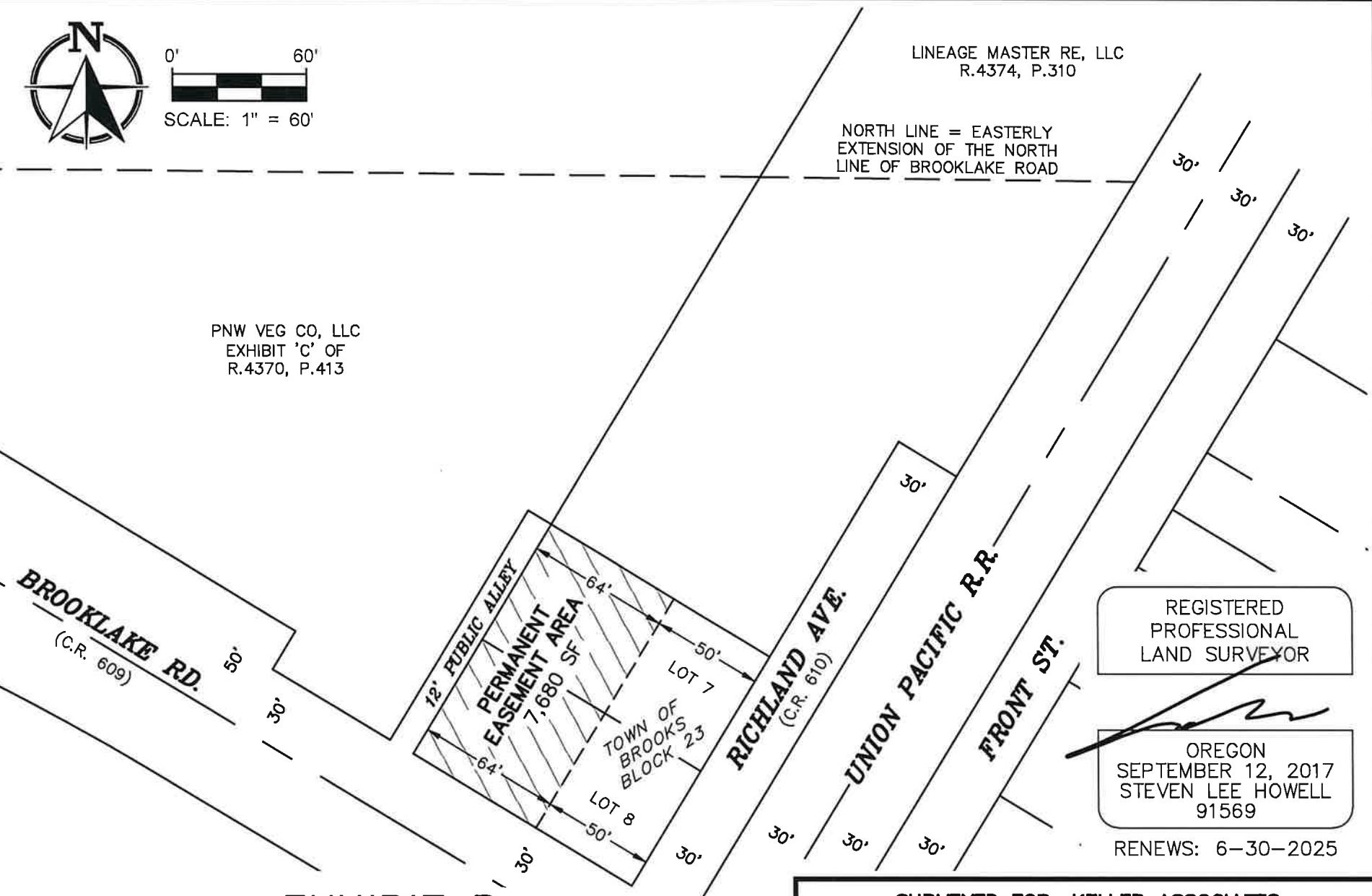


EXHIBIT B

IN THE NW & SW 1/4 OF SECTION 17,
TOWNSHIP 6 SOUTH, RANGE 2 WEST, W.M.
MARION COUNTY, OREGON
DATE: JANUARY 29, 2025

SURVEYED FOR: KELLER ASSOCIATES



FFN SURVEYING

JOB NO.
24-523

7230 3rd Street SE #145, Turner, OR 97392
P: (503) 558-3330 E: info@ffnsurveying.com

SHEET
1/1

Attachment C
IRS Form W-9, Request for Taxpayer Identification Number and Certification

Form
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

W-9

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ►
 Other (see instructions) ►

Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

⋮ ⋮

or

Employer identification number

⋮ ⋮

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹ The minor ²
3. Custodian account of a minor (Uniform Gift to Minors Act)	The grantor-trustee ¹
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Attachment D
Supplier ACH Setup Form



Marion County
OREGON

SUPPLIER ACH SETUP FORM

Date: _____

Supplier (Payee) Name: _____ Supplier #: _____

Mailing Address: _____ (if known)

City: _____ State: _____ Zip: _____

Remit To Address: _____ (if different from above)

City: _____ State: _____ Zip: _____

Contact Name: _____ Phone #: _____

Email Address 1: _____ (remittance advice will be sent to this address)

Email Address 2: _____ (remittance advice will be sent to this address)

Banking Information: (Please attach voided check or print out from your bank)

Bank Name: _____ Routing Number (ABA Number): _____

Account Name: _____ Account Number: _____

Begin making payments via electronic transfer effective: _____

Name: _____ Title: _____

Signature: _____ Date: _____

MARION COUNTY FINANCE USE ONLY

Bank Account Info Verified With Supplier: Date: _____ Initials: _____

Bank Account Setup: Date: _____ Initials: _____

Bank Account Setup Approved: Date: _____ Initials: _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: August 27, 2025

Department: Public Works

Title:

Real Estate Purchase & Sale Agreement with PNW VEG Co.

Management Update/Work Session Date: 7/15/2025 Audio/Visual aids

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

Requested Action:

Approve Contract PW-6767-25, a real estate Purchase & Sale Agreement between Marion County and PNW VEG Co. in the amount of \$268,400.00 for the issuance of a permanent utility easement and subsequent creation and conveyance of a parcel of land to Marion County for the ARPA - Brooks-Hopmere Drinking Water Improvement Project.

Issue, Description & Background:

Marion County Public Works is in the process of delivering the ARPA - Brooks-Hopmere Drinking Water Improvement Project on behalf of the Brooks Community Service District (BCSD). The Project will construct a new water campus for the treatment, storage and distribution of municipal water to BCSD customers. This agreement will culminate in the conveyance of 1.54 acres of land for siting of the water campus.

Financial Impacts:

The purchase price of the subject easement and real property is \$268,400.00, which is a budget expense in the current fiscal year under CIP 24-356.

Impacts to Department & External Agencies:

None

List of attachments:

Purchase & Sale Agreement PW-6767-25

Presenter:

Brian Nicholas

Department Head
Signature:

Brian Nicholas

 Digitally signed by Brian Nicholas
Date: 2025.08.06 20:20:06 -07'00'

Contract Review Sheet

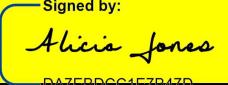
Residential Real Estate Sale Agreement

PW-6767-25
Title: Purchase & Sale Agreement (PNW VEG. Co.)Contractor's Name: PNW VEG. Co.Department: Public Works DepartmentContact: Alicia JonesAnalyst: Kathleen GeorgePhone #: -4388Term - Date From: ExecutionExpires: September 3, 2035Original Contract Amount: \$ 268,400.00 Previous Amendments Amount: \$ -Current Amendment: \$ - New Contract Total: \$ 268,400.00 Amd% 0%Outgoing Funds 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

Purchase & Sale Agreement between Marion County and PNW Veg, Co. in the amount of \$268,400.00 for the real properties referred to as Tax Lot 062W1700 00600.

Desired BOC Session Date:	<u>8/27/2025</u>	Contract should be in DocuSign by:	<u>8/6/2025</u>
Agenda Planning Date	<u>8/14/2025</u>	Printed packets due in Finance:	<u>8/12/2025</u>
Management Update	<u>8/12/2025</u>	BOC upload / Board Session email:	<u>8/13/2025</u>
BOC Session Presenter(s)	<u>Brian Nicholas</u>	Code:	<u>y</u>

REQUIRED APPROVALS			
DocuSigned by:  A3538E7AEC704F4...	8/12/2025	Signed by:  DA7EDB00C1E7B47D...	8/13/2025
Finance - Contracts	Date	Contract Specialist	Date
Signed by:  60608A6F700240B...	8/12/2025	DocuSigned by:  DC16351248DE4EC...	8/13/2025
Legal Counsel	Date	Chief Administrative Officer	Date

PURCHASE AND SALE AGREEMENT
PW-6767-25

THIS PURCHASE AND SALE AGREEMENT, hereinafter referred to as the “*Agreement*”, is made and entered into on _____, 2025 by and between PNW VEG Co., a Washington limited liability company, hereinafter called “*Seller*,” and Marion County, a political subdivision of the State of Oregon, hereinafter called “*Purchaser*.” Seller and Purchaser are referred to herein jointly as the “*Parties*” and severally as “*Party*.”

RECITALS:

- A.** Seller is the owner of the Property, as defined in Section 1, below, which Purchaser has identified as a suitable site for municipal water utility infrastructure. The Parties desire to enter into this Agreement to allow for construction of the proposed public infrastructure.
- B.** The Parties shall cooperate in good faith to finalize the real estate transaction described herein.
- C.** This real property transaction is subject to the *Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, as amended January 4, 2005 (the “*Uniform Act*”).

AGREEMENT:

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. Description of Property

Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller certain portions of the real property commonly referred to as **Tax Lot 062W1700 00600**, located in Marion County, Oregon; certain portions thereof measuring 1.54 acres, more or less, having the legal description set forth in *Attachment “A”*, which is attached hereto and incorporated herein by this reference (the “*Property*”).

2. Purchase Price

Purchaser agrees to pay to Seller the sum of **Two Hundred Sixty-Eight Thousand Four Hundred dollars and zero cents (\$268,400.00)** (the “*Purchase Price*”). Payment shall be due within thirty (30) calendar days following the satisfaction of Obligations S1 and S2 by Seller. No additional compensation shall be made to Seller by Purchaser for the subsequent conveyance of property deeds described under Seller’s Obligations.

3. Seller’s Obligations

OBLIGATION S1 – Within seven (7) calendar days of the execution of this Agreement, Seller shall sign and notarize Attachments “A” and “B” and deliver the signed and notarized documents to Purchaser, authorizing Purchaser to construct municipal water infrastructure upon the Property.

OBLIGATION S2 – Seller shall complete and submit to Purchaser IRS Form W-9, *Request for Taxpayer Identification Number and Certification (Attachment "B")* and Supplier ACH Setup Form (*Attachment "C"*) to enable Purchaser to enroll Seller in Purchaser's Accounts Payable system.

OBLIGATION S3 – Upon the satisfaction of Obligation P3 by Purchaser and within one-hundred eighty (180) calendar days of receipt by Seller of the Obligation P3 documents, Seller shall make all good faith efforts to resolve, remove and otherwise eliminate from the Property the title encumbrances cited in Section 8.2 of this Agreement and to provide to Purchaser evidence thereof. If Seller is successful in eliminating the encumbrances, Seller shall then fully execute (sign and notarize) the Obligation P3 documents and deliver such executed documents to Purchaser. If Seller is unable to resolve, remove or otherwise eliminate the title encumbrances cited in Section 8.2 then the Parties agree that the Attachment "A" easement shall remain a Permanent Utility Easement and Obligations S4, P4 and P5 shall have no further effect.

OBLIGATION S4 – Within fifteen (15) calendar days of the satisfaction of Obligation P4 by Purchaser, Seller shall pay the real property taxes due on the property as of the recording date.

4. Purchaser's Obligations

OBLIGATION P1 – Within thirty (30) calendar days of the satisfaction of Obligations S1 and S2 by Seller, Purchaser shall issue to Seller full payment of the Purchase Price with no reserve or retainage.

OBLIGATION P2 – Following the satisfaction of Obligation P1 by Purchaser, Purchaser shall cause the signed and notarized Attachment "A" to be recorded in the public records of Marion County at Purchaser's sole expense. Purchaser shall provide to Seller copies of all recorded documents within thirty (30) calendar days of recording.

OBLIGATION P3 – Purchaser shall perform at Purchaser's sole expense all work necessary to divide **Tax Lot 062W1700 00600**, including but not limited to professional land surveying, land use, deed preparation, engineering, permitting, and all other requisite work and shall pay all associated permitting fees. The parcel shall be divided into two (2) parcels; the first parcels coinciding with the legal description contained in Attachment "A" and the second parcel consisting of the remainder of the original parcel. Purchaser shall prepare and present to Seller all preliminary and final surveys, deeds and other land division documents to Seller for Seller's review and consent, such consent not to be unreasonably withheld, conditioned or delayed.

OBLIGATION P4 – Upon the satisfaction of Obligation S3 by Seller and upon obtaining Seller's consent as provided in Obligation P3, Purchaser shall obtain from the Marion County Assessor and provide to Seller a statement of real property taxes due on the Properties based on an assumed date of property conveyance (the "*Recording Date*"). The Recording Date shall be thirty (30) calendar days following the receipt of Seller's consent as provided in Obligation P3.

OBLIGATION P5 – Upon the satisfaction of Obligation S4 by Seller, Purchaser shall, on the Recording Date and at Purchaser's sole expense, cause all surveys, deeds and property conveyance documents to be recorded in the public records of Marion County. Purchaser shall provide copies of all recorded documents within fifteen (15) calendar days of recording.

5. Prorates

Real property taxes on the Property, if any, shall be prorated. Seller shall be responsible to pay all real property taxes accumulated on the Property prior to the Recording Date and Purchaser shall be responsible to pay all real property taxes on the Property thereafter.

6. Deeds and Other Interests

Purchaser shall be responsible, at its own expense, to prepare Statutory Warranty Deeds for the Property coinciding with the easement areas described in Attachment "A", which shall be in form and substance reasonably satisfactory to Seller. In the event Quit Claim deeds are required to eliminate any 3rd party interests in the Property, Purchaser shall prepare and provide to Seller such Quit Claim deeds at no cost to Seller. Seller shall deliver to Purchaser the signed and notarized deeds conveying the Property to Purchaser free and clear of all encumbrances. Purchaser shall be responsible, at its own expense, for the recording of deeds.

7. Purchaser Representations

7.1. Authority of Purchaser – Purchaser is a local government entity, authorized to acquire real property on behalf of the public and to fulfill all Purchaser's Obligations specified herein. Purchaser attests that the Purchase Price and all costs and fees assigned to Purchaser are budgeted expenses in Purchaser's current fiscal year budget.

7.2. Property Sold As-Is – Purchaser recognizes the Property shall be sold as-is. Purchaser is solely responsible for verification that the Property is suitable for Purchaser's development objectives, including the performance of all surface and subsurface explorations; site characterizations; and natural, historic and prehistoric resource surveys. Purchaser recognizes that Seller makes no claims or assurances regarding the suitability of the Property for development, including the presence or lack of any hazardous materials on or below the site.

8. Seller Representations

8.1. Authority of Seller – Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby, and has obtained all necessary consents and approvals of all requisite parties to execute and perform this Agreement. The individuals executing this Agreement and the instruments referenced herein on behalf of Seller and the partners, officers, or trustees of Seller, if any, have the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof.

8.2. Property Ownership; Dispensation of Debts, Liens and Encumbrances – Seller attests that (a) it is the sole owner of the Property, holding title free and clear of any, liens, mortgages, loans, unpaid bills, unpaid property taxes, claims, attachments, executions, assignments for the benefit of creditors, voluntary proceedings in bankruptcy or under any other debtor relief laws contemplated by, pending or threatened by or against Seller or otherwise affecting the Property, or encumbrances of any kind, or (b) it has the right and ability to obtain title free and clear of all such encumbrances and to convey free and clear title to Purchaser. Seller has no knowledge of any litigation that is threatened against or

affecting the Seller or the Property in any way, nor does Seller know or have reasonable grounds to know of any basis for the foregoing. Seller has not received notice pertaining to the violation of any law, statute, ordinance, rule, regulation, or deed restriction affecting the Property, and the Seller has no knowledge of any facts that might be a basis for any such notice. Seller agrees to convey title to the Property in accordance with the terms and conditions herein free of any and all interests, restrictions or encumbrances of any kind, including but not limited to those cited herein, and that Seller shall take all actions necessary to eliminate such interests, restrictions or encumbrances at Seller's sole expense, which may include but is not limited to the following:

1. Option to purchase granted to Lineage Master RE LLC, recorded January 31, 2020, reel 4373, page 309 of Marion County public records, and 1st amendment recorded August 21, 2020, reel 4374, page 309,
 2. Reciprocal easement and maintenance agreement between Pacific Northwest Vegetable Company LLC and Lineage Master RE LLC and successors, recorded August 21, 2020, reel 4374, page 311 of Marion County public records,
 3. Line of credit deed of trust, Northwest Farm Credit Services (beneficiary), recorded August 31, 2020, reel 4379, page 172 of Marion County public records and amended February 22, 2022, and
 4. Intercreditor Agreement recorded September 1, 2023, AFN 2023-26673.
- 8.3. Possession at Conveyance** – Upon conveyance of the Statutory Warranty Deed there will be no parties in possession of any portion of the Property, nor any parties with any right to such possession, other than Purchaser. No person, corporation, or other entity other than Purchaser (by reason of this Agreement) has any right or option to acquire the Property or any portion thereof. Upon conveyance of the Statutory Warranty Deeds, there shall be no outstanding service or other contracts affecting the Property.
- 8.3. Purchaser's Right to Develop** – Seller agrees that, as a neighboring property owner to the Property, Seller shall not unreasonably oppose or voice opposition in any land use hearing, public meeting, or other public proceeding to the development of the Property by Purchaser as described herein, provided such development complies with Marion County code, state and federal law, and applicable permitting standards.
- 8.4. Seller's Maintenance of Property** – Seller represents that it will maintain the Property in a manner consistent with Seller's past practices until Purchaser takes possession of the Property. Seller shall not enter into any other agreement affecting the Property without Purchaser's prior written consent.
- 8.5. Access to Property by Purchaser** – Throughout the duration of this Agreement, Seller grants the right to Purchaser and Purchaser's employees, agents, consultants and contractors to access and enter upon the Property to perform site investigations and testing, subsurface exploration, geotechnical borings, install temporary groundwater monitoring wells and monitoring equipment, collect soil samples, perform hydraulic infiltration testing, install temporary water service for testing purposes, collect test data, perform resource surveys and other exploratory and investigatory work associated with

the design and permitting of Purchaser's municipal water infrastructure. Purchaser is prohibited from performing any permanent construction prior to the execution of Attachment "A".

9. Purchaser Right of Use

Upon execution of Attachment "A", Purchaser shall have sole right of use of the easement area. Within the easement area, Purchaser may:

- 9.1.** Survey, stake, excavate, grade, trench, construct, build, install, lay, patrol, place, operate, maintain, repair, replace, relocate, inspect, add to and remove facilities for municipal water, wastewater and other public infrastructure including, but not limited to, buildings, tanks, reservoirs, basins, above and below ground piping, pumps and pumping systems, water and wastewater treatment systems, water wells, water towers, communication towers, pavements and walkways, driveways, signs, electrical power and natural gas services, and any and all other works necessary or desirous for the operation and maintenance of municipal water, wastewater and other public works facilities.
- 9.2.** Construct, install, maintain, repair, improve and expand fencing, gates, video and audio surveillance systems, sirens, alarms, indoor and outdoor lighting, and all other site security measures, features and installations necessary to or desirous for the protection and safeguarding of Purchaser's facilities and infrastructure.
- 9.3.** Install and maintain landscaping and vegetation by means deemed appropriate by Purchaser.
- 9.4.** Draw ground water for public use, including the acquisition of commercial or municipal groundwater rights in accordance with federal, state and local laws, rules, regulations and procedures.

10. Indemnification

The Parties shall indemnify and hold harmless each other from and against all claims, demands, suits, costs, expenses, liabilities, fines, penalties, losses, damages and injury to person, property or otherwise, including, without limitation, direct, indirect and consequential damages, court costs and reasonable attorney's fees, arising from or in any respect related to any exercise of or use of the Easements, and their guests and invitees except such injury, loss or damage as shall have been caused by the negligence or willful act of the indemnified party, its agents, guests, invitees, or employees.

11. Insurance

Purchaser is a self-insured government entity. Purchaser shall maintain a comprehensive general liability insurance policy written on an occurrence form in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Purchaser shall further maintain worker's compensation insurance in accordance with the statutory requirements of the state where the facilities are located (or work is to be performed). Each of the above policies shall be maintained in full force and effect at all times during which this Agreement remains effective and for a period of at least two (2) years thereafter. Such policies shall be primary over any other insurance available

to Seller. At all times during such period and not less than annually, Purchaser shall supply Seller with certificates of said policies naming Seller and its subsidiaries as additional insureds and providing that Seller shall receive thirty (30) days' written notice prior to any change, substitution or cancellation of such policies. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Purchaser, and any approval or waiver of said insurance coverage by Seller is not intended to and shall not in any way or manner limit or qualify the liabilities or obligations of Purchaser pursuant to this Agreement.

12. Time of Essence

Time is of the essence of the performance of each of the obligations under this Agreement.

13. Remedies

The remedies set forth herein are exclusive. In the event Purchaser fails to satisfy some or all Purchaser's Obligations through no fault of Seller, Seller shall have no further obligations under this Agreement save those Seller Obligations that are precedent to the Purchaser's Obligations actually satisfied by Purchaser.

14. Foreign Investment in Real Property Tax Act

The Foreign Investment in Real Property Tax Act (FIRPTA), IRC §1445, requires every person who purchases U.S. real property from a foreign person to deduct and withhold from the Seller's proceeds, ten percent (10%) of the gross sales price, with certain exceptions. Seller and Purchaser agree to execute and deliver, as appropriate, any instrument, affidavit, or statement, and to perform any acts reasonably necessary to carry out the provisions of FIRPTA.

15. Damage or Destruction

Until the recording of deeds described in section 6 above, the risk of loss shall be retained by Seller. In the event all or any material portion of the land constituting the Property is damaged or destroyed through no action or fault of Purchaser or Purchaser's employees, agents, consultants or contractors prior to the recording of the deeds described in section 6 above, including but not limited to Acts of God, the actions of third-parties, and the action or inaction of Seller, Purchaser may terminate this Agreement, in which case Seller shall retain the Purchase Price, the easements shall become perpetual and this Agreement shall have no further effect.

16. Condemnation

Nothing in this Agreement shall be determined to mean that any agency of competent jurisdiction has waived its right to acquire the Property or any real property through eminent domain under Oregon Revised Statute.

17. Binding Effect/Assignment

This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives and assigns. Purchaser may assign Purchaser's rights under this Agreement without Seller's prior written consent.

18. Notices

All notices required or permitted to be given hereunder shall be in writing and shall be personally delivered, or sent by overnight delivery service or by USPS Certified Mail, Return Receipt Requested, or by email to the address set forth below, with the original sent by U.S. Mail, addresses as set forth below:

Purchaser: Marion County Public Works
Attn: Brian Nicholas
5155 Silverton Road NE
Salem, OR 97305
bnicholas@co.marion.or.us

Seller: PNW VEG Co.
PO Box 3017
Pasco, WA 99302

Either Party hereto may, by proper notice to the other, designate such other address for the giving of notice as deemed necessary. All notices shall be deemed given on the business day such notice is personally delivered or sent by email, the business day following dispatch by overnight delivery service, or on the third day following the day such notice is mailed, if mailed in accordance with this Section.

19. Counterparts, Electronic Transmission and Electronic Signatures

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Facsimile, email transmission or other means of electronic transmission of any signed original document, and retransmission shall be the same as delivery of an original. The Parties agree that this transaction may be conducted and closed by electronic means in accordance with the provisions of the Uniform Electronic Transactions Act ("UETA") as codified in ORS Chapter 84. At the request of either Party, the Parties shall confirm electronically transmitted original signatures or electronic signatures by signing an original document and providing the signed original to the requesting Party.

20. Interpretation

Headings at the beginning of each Section and Subsection are solely for the convenience of the Parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural, and the masculine shall include the feminine and vice versa.

21. Rule of Construction

Any rule of construction interpreting this instrument against its drafter shall be inapplicable. The recitals set forth above are, by this reference, incorporated into and deemed a part of this Agreement.

22. Reference

Unless otherwise indicated, all references to Sections and Subsections are to this Agreement. In the event the date on which Purchaser or Seller is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day. If one or more of the provisions of this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, then, to the extent consistent with the Parties' intent hereunder, the validity, legality and enforceability of the remaining provisions of any other application thereof shall not be affected or impaired.

23. Governing Law and Venue

The Parties hereby submit to jurisdiction in Marion County, Oregon and agree that any and all disputes arising out of or related to this Agreement shall be litigated exclusively in the Circuit Court for Marion County, Oregon, and in no federal court or court of another county or state. Each Party to this Agreement further agrees that pursuant to such litigation, the Party and the Party's officers, employees, and other agents shall appear, at that Party's expense, for deposition in Marion County, Oregon.

IN WITNESS WHEREOF the Parties have executed this Agreement.

PURCHASER: MARION COUNTY

Chair	Date	
Commissioner	Date	
Commissioner	Date	
Authorized Signature:	<p>DocuSigned by: <i>Brian Nicholas</i> 9799DA7AC6D96D143...</p>	8/12/2025
	Department Director or designee	Date
Authorized Signature:	<p>DocuSigned by: <i>Jan Fritz</i> DC46954240DE4EC...</p>	8/13/2025
	Chief Administrative Officer	Date
Reviewed by Signature:	<p>DocuSigned by: <i>Scott Norris</i> 60C08A6F708240B...</p>	8/12/2025
	Marion County Legal Counsel	Date
Reviewed by Signature:	<p>DocuSigned by: <i>Keith Tiegs</i> A5538E7AEC6704F4...</p>	8/12/2025
	Marion County Contracts & Procurement	Date

SELLER: PNW VEG Co., LLC BY OREGON POTATO COMPANY

Signature: _____ Date: _____

Name: Keith Franklin Tiegs Title: President

Attachment A
Utility Easement, Legal Description and Exhibit Map
Tax Lot 062W1700 00600



RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING (ORS 205.234). ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTIONS CONTAINED WITHIN THE DOCUMENT.

- A. Names of the Transactions described in the attached instrument:

Permanent Utility Easement

- B. Names of First Parties: **PNW VEG Co., LLC a Washington limited liability company by Oregon Potato Company, Manager 6610 W. Court St. Pasco, WA 99301**

Names of Second Parties: **Marion County, a political subdivision of the State of Oregon**

- C. Consideration Paid: (if applicable): **\$268,400.00**

- D. Lien or Satisfaction Amount: (if applicable): **N/A**

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

Exempt, Public Property

(Utility Purposes)

- F. Name and address of person authorized to receive the instrument after recording:

**Kent R. Inman, County Surveyor
Marion County Department of Public Works
5155 Silverton Road NE
Salem, Oregon 97305**

PERMANENT UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that PNW VEG CO, LLC, a Washington limited liability company, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Marion County, a political subdivision of the State of Oregon**, hereinafter called the Grantee, its successors and assigns, a Permanent Utility Easement, which runs with the land, for municipal water utility purposes in, upon, and across real property located in Marion County, State of Oregon, and more particularly described as follows:

See Exhibit "A" and Exhibit Map attached hereto and made a part hereof.

The true and actual consideration paid for this conveyance is **Two Hundred Sixty-Eight Thousand Four Hundred and no/100 Dollars (\$268,400.00)**

Acquisition of the easement area by the Grantee for utility purposes does not relieve the Grantor of any responsibility associated with the condition of the property.

This easement is subject to the additional terms and conditions described in Exhibit "C" attached hereto and made a part hereof.

(Signatures on Following Page)

Grantor:

Marion County Acceptance By:

Signature

Keith Franklin Tiegs

Name

President, Oregon Potato Company

Title

Signature

Brian Nicholas

Name _____

Marion County Public Works Director

Title

STATE OF OREGON)
)ss.
County of Marion)
)

This instrument was acknowledged before me on _____, 2025

by Keith Franklin Tiegs of Oregon Potato Company as President.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
)ss.
County of Marion)
)

This instrument was acknowledged before me on _____, 2025

by Brian Nicholas of Marion County, Oregon, as Public Works Director.

Notary Public for Oregon
My Commission Expires:

EXHIBIT A
PERMANENT EASEMENT

A unit of land situated in the northwest and southwest one-quarter of Section 17, Township 6 South, Range 2 West of the Willamette Meridian, being a portion of that property as described in Exhibit 'C' of Reel 4370, Page 413, Marion County Records, and further described as follows.

All that property lying south of the easterly extension of the north line of that portion of Brooklake Road (County Road 609) running in an East/West direction from Interstate 5, and as shown on the attached Exhibit B. Said north line of Brooklake Road is also the Basis of Bearings for Survey Number 39320, Marion County Survey Records.

Containing 1.54 acres, more or less.





0'
60'
SCALE: 1" = 60'

PNW VEG CO, LLC
EXHIBIT 'C' OF
R.4370, P.413

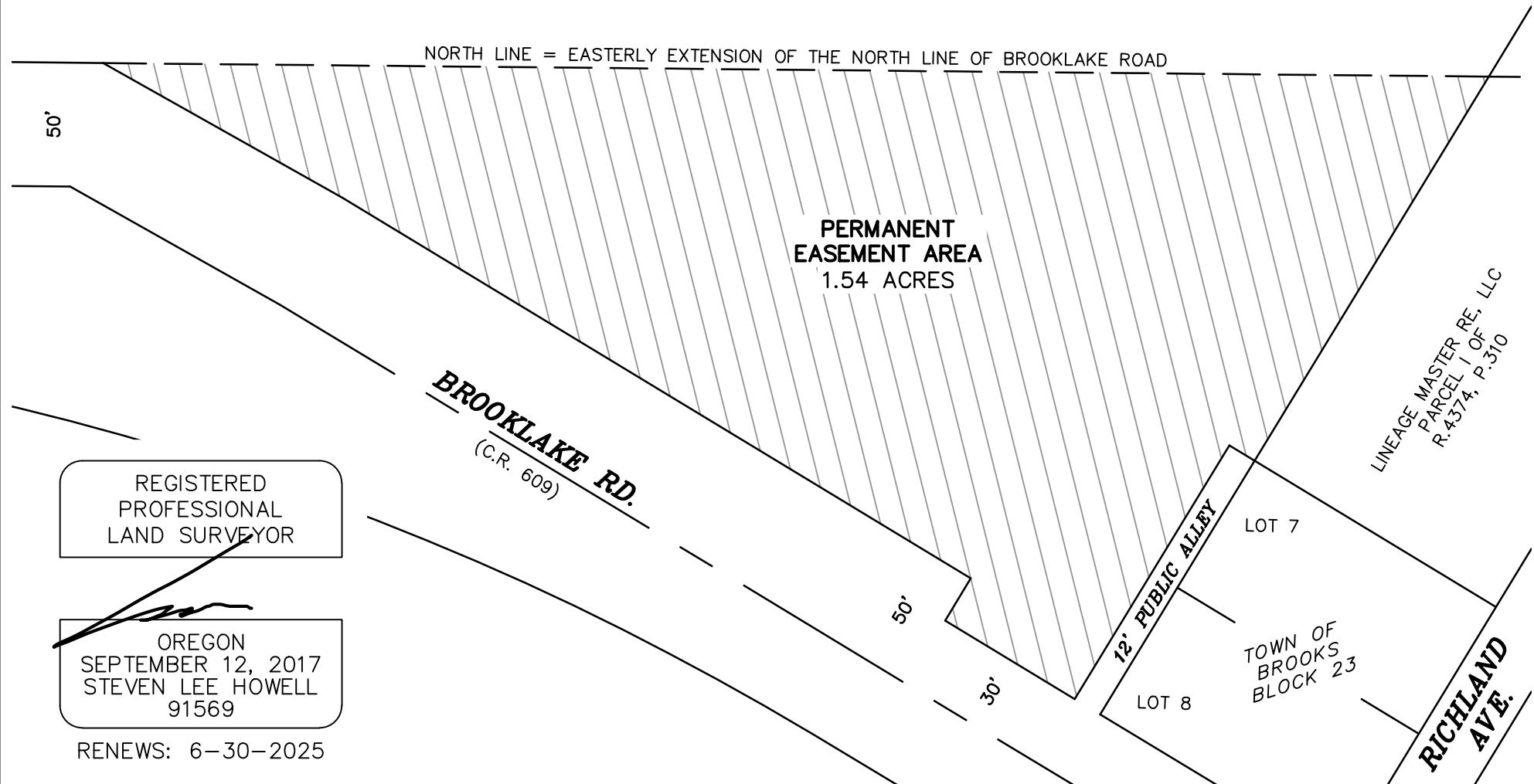


EXHIBIT B

IN THE NW & SW 1/4 OF SECTION 17,
TOWNSHIP 6 SOUTH, RANGE 2 WEST, W.M.
MARION COUNTY, OREGON
DATE: JANUARY 29, 2025

SURVEYED FOR: KELLER ASSOCIATES



FFN SURVEYING

7230 3rd Street SE #145, Turner, OR 97392
P: (503) 558-3330 E: info@ffnsurveying.com

JOB NO.
24-523

SHEET
1/1

Attachment B
Additional Terms and Conditions

ATTACHMENT B **ADDITIONAL TERMS AND CONDITIONS**

C.1. Insurance

Grantee shall maintain a comprehensive general liability insurance policy written on an occurrence form in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Grantee shall further maintain worker's compensation insurance in accordance with the statutory requirements of the state where the facilities are located (or work is to be performed). Each of the above policies shall be maintained in full force and effect at all times during which this Agreement remains effective and for a period of at least two (2) years thereafter. Such policies shall be primary over any other insurance available to PNW Veg Co., LLC. At all times during such period and not less than annually, Grantee shall supply PNW Veg Co., LLC with certificates of said policies naming PNW Veg Co., LLC and its subsidiaries as additional insureds and providing that PNW Veg Co., LLC shall receive thirty (30) days' written notice prior to any change, substitution or cancellation of such policies. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Grantee, and any approval or waiver of said insurance coverage by PNW Veg Co., LLC is not intended to and shall not in any way or manner limit or qualify the liabilities or obligations of Grantee pursuant to this Agreement.

C.2. Indemnifications

Grantee shall indemnify and hold harmless Grantor from and against all claims, demands, suits, costs, expenses, liabilities, fines, penalties, losses, damages and injury to person, property or otherwise, including, without limitation, direct, indirect and consequential damages, court costs and reasonable attorney's fees, arising from or in any respect related to any exercise of or use of the Easement by Grantee, and their guests and invitees except such injury, loss or damage as shall have been caused by the negligence or willful act of the indemnified party, its agents, guests, invitees, or employees.

Attachment C
IRS Form W-9, Request for Taxpayer Identification Number and Certification

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)			
Business name, if different from above			
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ► <input type="checkbox"/> Other (see instructions) ►		<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)	
City, state, and ZIP code			
List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number

or

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person** ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹ The minor ²
3. Custodian account of a minor (Uniform Gift to Minors Act)	The grantor-trustee ¹
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Attachment D
Supplier ACH Setup Form



Marion County
OREGON

SUPPLIER ACH SETUP FORM

Date: _____

Supplier (Payee) Name: _____ Supplier #: _____

Mailing Address: _____ (if known)

City: _____ State: _____ Zip: _____

Remit To Address: _____ (if different from above)

City: _____ State: _____ Zip: _____

Contact Name: _____ Phone #: _____

Email Address 1: _____ (remittance advice will be sent to this address)

Email Address 2: _____ (remittance advice will be sent to this address)

Banking Information: (Please attach voided check or print out from your bank)

Bank Name: _____ Routing Number (ABA Number): _____

Account Name: _____ Account Number: _____

Begin making payments via electronic transfer effective: _____

Name: _____ Title: _____

Signature: _____ Date: _____

MARION COUNTY FINANCE USE ONLY

Bank Account Info Verified With Supplier: Date: _____ Initials: _____

Bank Account Setup: Date: _____ Initials: _____

Bank Account Setup Approved: Date: _____ Initials: _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review FormMeeting date: 8/27/2025

Department: Public Works

Title: Contract PW-4355-21, Amendment 9, Radio Technology ServicesManagement Update/Work Session Date: 8/12/2025 Audio/Visual aidsTime Required: 10 min Contact: Brian Nicholas Phone: x7943Requested Action:

Approve Amendment No. 9 to Contract PW-4355-21 with Radio Technology Services (RTS) for the Marion County Radio System Project.

Issue, Description & Background: Marion County Public Works is in the process of replacing the county's aging public safety radio communications infrastructure. The new radio system will be used by the Marion County Sheriff's Office and other county departments, and will have the capacity to serve all first-responder agencies within the county. RTS is Marion County's project manager and technical advisor on this project. The existing RTS contract provides contract capacity for consultant services through design, permitting and detailed review and acceptance of the system design, which is now nearing completion. Amendment 9 funds RTS's work through the construction of site improvements and the installation of radio and microwave systems, which is about to begin.

Financial Impacts: Amendment 9 will increase the contract not-to-exceed value by \$170,000.00, from \$790,000.00 to \$960,000.00. This is a budgeted expense under CIP 22-308.

Impacts to Department & External Agencies: Completion of the Marion County Radio Project will benefit first responder agencies throughout Marion County and the public at large by providing a resilient communication platform that facilitates interoperability between agencies.

List of attachments: PW-4355-21, Amendment 9

Presenter: Brian Nicholas

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas
Date: 2025.08.05 07:45:36 -07'00'

Contract Review Sheet

Contract for Services

PW-4355-21 - Am9Title: **ARPA - Radio Communications Project Management Consultant**Contractor's Name: **Radio Technology Services**Department: **Public Works Department**Contact: **Alicia Jones**Analyst: **Kathleen George**Phone #: **-4388**Term - Date From: **Execution**Expires: **December 31, 2026**Original Contract Amount: **\$ 190,500.00** Previous Amendments Amount: **\$ 599,500.00**Current Amendment: **\$ 170,000.00** New Contract Total: **\$ 960,000.00** Amd% **404%**Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%Source Selection Method: **20-0261 Multi Step RFP** RFP# **PW930-21**

Description of Services or Grant Award

Project Management consulting svcs for the 2 Radio Communications system capital improvement projects. Amdt 1 makes some spelling corrections and modifications and reservations to Tasks 1-13. Amdt 2 increases contract from \$190,500 to \$335,500, and adds tasks 201 (project mgmt), 202 (meetings & presentations, and 203 (oversight of existing radio systems). Amdt 3 - to add ARPA language into contract. Amdt 4 - extend term date to June 30, 2025. Amdt 5 - increases contract amount from \$335,500 to \$457,555.00. Contract is entering into the RFP phase for design, supply, installation and provisioning of the new radio system. Amdt 6 - increases contract amount from \$457,555.00 to \$517,555.00. Extension of RFP phase for design, supply, installation and provisioning of the new radio system. Amdt 7 - increases contract amount from \$272,445.00, from \$517,555.00 to \$790,000.00. Next phase of services through design and deployment for RTS to provide contract project management services from RTS for the successful completion of the Project. Amdt 8 - extend term date to June 30, 2026.

Amdt 9 - increases the contract by \$170,000.00 for a new contract total of \$960,000.00 for work through construction of site improvements and the installation of radio and microwave systems.

Desired BOC Session Date:	8/27/2025	Contract should be in DocuSign by:	8/6/2025
Agenda Planning Date	8/14/2025	Printed packets due in Finance:	8/12/2025
Management Update	8/12/2025	BOC upload / Board Session email:	8/13/2025
BOC Session Presenter(s)	Brian Nicholas	Code:	Y

REQUIRED APPROVALS

DocuSigned by:



A353827AEC7044FA...

8/12/2025

Finance - Contracts

Date

Contract Specialist

Date

Legal Counsel

Date

Chief Administrative Officer

Date



**AMENDMENT 9 to PW-4355-21
the CONTRACT FOR SERVICES
between
MARION COUNTY and RADIO TECHNOLOGY SERVICES**

This is Amendment No. 9 to the Contract for Services (as amended from time to time, the "Contract"), dated October 18, 2021, between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Radio Technology Services, hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~strikethrough~~):

1. **TERM.** This Contract expires on December 31, 2026 ~~June 30, 2026~~.
2. **CONSIDERATION.**

The maximum, not to exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$960,000.00 ~~\$790,000.00~~. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

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:

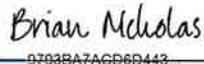
BOARD OF COMMISSIONERS

Chair	Date
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Commissioner	Date
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Commissioner	Date
--------------	------

Authorized Signature:

DocuSigned by:

0703BA7ACD6D442...

Department Director or designee

8/12/2025

Date

Authorized Signature:

Chief Administrative Officer

Date

Reviewed by Signature:

Marion County Legal Counsel

Date

DocuSigned by:



A3530E7AEC0704F4...

Marion County Contracts & Procurement

8/12/2025

Date

RADIO TECHNOLOGY SERVICES SIGNATURE:

Authorized Signature:

Date

Title:



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review FormMeeting date: 8/27/2025

Department: Public Works

Title: Commercial Septic Grant Agreement PW-6111-24 (345 Santiam Avenue W Detroit, Oregon 97342)Management Update/Work Session Date: 8/5/2025 Audio/Visual aidsTime Required: 10 minutes Contact: Brian Nicholas Phone: 503-588-7943

Requested Action: Approval of Agreement PW-6111-24 (8) between Marion County and City of Detroit for the construction of septic system repairs and improvements at 345 Santiam Avenue W Detroit, Oregon 97342, under Marion County's Commercial Septic Repair, Alteration and Replacement Grant Program.

Issue, Description & Background: Marion County Public Works has received a Wildfire Recovery Septic Grant application from 345 Santiam Avenue W Detroit, Oregon 97342, and verified the property is eligible for grant funding under the State of Oregon Coronavirus State Fiscal Recovery Fund Grant Agreement Contract Number SR2240, "Marion County - North Santiam Septic to Sewer Grant".

The property is eligible for cash reimbursement for actual costs associated with repair, replacement or construction of septic system for an amount not exceeding \$164,227.

Financial Impacts: The total estimated cost for the grant is \$164,227 of which 100% will be paid with federal funds. No matching funds are required of Marion County.

Impacts to Department & External Agencies: No impacts to external agencies are anticipated.

List of attachments: Grant Agreement PW-6111-24

Presenter: Brian Nicholas, Public Works Director, Marion County Public Works

Department Head Signature: Brian Nicholas

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Contract Review Sheet

Grant Agreement

PW-6111-24 (8)
Title: Commercial Septic Grant AgreementContractor's Name: City of Detroit (Michelle Connor)Department: Public Works DepartmentContact: Alicia JonesAnalyst: Kathleen GeorgePhone #: -4388Term - Date From: ExecutionExpires: October 31, 2026Original Contract Amount: \$ 164,227.00 Previous Amendments Amount: _____

Current Amendment: _____ New Contract Total: _____ Amd% _____

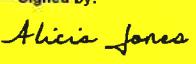
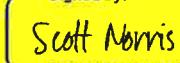
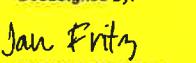
Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%Source Selection Method: Not Applicable (Incoming Funds) Department

Description of Services or Grant Award

OBDD Grant SR2240 (Project B) Commercial Septic Grant Agreement with City of Detroit (Michelle Connor) (\$164,227).

Desired BOC Session Date:	<u>8/27/2025</u>	Contract should be in DocuSign by:	<u>8/6/2025</u>
Agenda Planning Date	<u>8/14/2025</u>	Printed packets due in Finance:	<u>8/12/2025</u>
Management Update	<u>8/12/2025</u>	BOC upload / Board Session email:	<u>8/13/2025</u>
BOC Session Presenter(s)	<u>Brian Nicholas</u>	Code:	<u>Y</u>

REQUIRED APPROVALS

DocuSigned by:  A05B057AEC6794F4	8/11/2025	Signed by:  DATE2BDC01E7E47D...	8/12/2025
Finance - Contracts	Date	Contract Specialist	Date
Signed by:  50C08A6F700246B...	8/12/2025	DocuSigned by:  DC16354240DE4E6...	8/12/2025
Legal Counsel	Date	Chief Administrative Officer	Date

MARION COUNTY
COMMERCIAL ONSITE SEPTIC GRANT AGREEMENT
PW-6111-24 (8)

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

RECITALS

- A. Grantee's property located at 345 Santiam Avenue W Detroit, Oregon 97342, and more particularly described as Marion County Taxlot(s) 105E02DA00102, contains an essential public facility within the planned service area of the future Detroit-Idanha sanitary sewer system as shown in the North Santiam Sewer Authority (NSSA) Wastewater Master Plan, dated September 7, 2021.
- B. County has obtained American Rescue Plan Act ("ARPA") funds from the federal government, which may be used for financial grants to property owners for the repair, alteration, replacement and/or construction of commercial onsite septic systems as a part of County's North Santiam Canyon Sewer Project, to assist with economic recovery and redevelopment of essential public facilities and Detroit's commercial core following the 2020 Beachie Creek and Lionshead wildfires.
- C. Grantee has applied for a commercial onsite septic grant under County's Commercial Septic Repair, Alteration and Construction Grant Program (the "Grant") and County has determined that Grantee meets all eligibility criteria for a grant award.

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

1. **Grant Amount** – County shall provide a monetary grant not to exceed **\$164,227** to Grantee for the repair, alteration, replacement and/or construction by Grantee of a commercial onsite septic system installation. The septic system shall be constructed on the Property, unless otherwise specified in Paragraph 5, and shall conform to all requirements of MARION COUNTY/OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY onsite septic AUTHORIZATION/INSTALLATION permit requirement. County is not responsible for any costs exceeding the grant amount specified herein unless later amended in writing by County.
2. **Installment Payments** – County may, in its sole discretion, provide the grant funds described above in installments to facilitate the acquisition of needed parts or labor, which may include the payment of consultant fees by a certified commercial septic design professional, retainer fees that are reasonable and customary within the commercial onsite septic industry and/or the purchase of essential septic materials and equipment by Grantee. Grantee shall provide to County copies of paid invoices, receipts or other financial records deemed satisfactory by County to document actual costs incurred by Grantee prior to the issuance of any installment payments by County.

3. **Permits and Authorizations** – Grantee shall obtain all necessary building permits, onsite septic authorizations, land use approvals and all other permits and approvals required for the development of the Property and repair, alteration, replacement and/or construction of the commercial onsite septic system. Grantee acknowledges that the conduct of onsite septic work without first acquiring necessary permits, authorizations and approvals may render some or all costs ineligible for reimbursement under the Grant.
4. **Connection to Future Municipal Sewer Service** – Grantee shall repair, alter, replace or construct the onsite septic system in such a way that allows the Property to be connected to the future Detroit-Idanha sewer system when municipal sewer service becomes available. Grantee agrees to connect to the future sewer system when such a system is operable and available to the Property and to decommission the onsite septic system funded under this Grant in accordance with state and local onsite septic regulations in effect at the time of decommissioning.
5. **Onsite Septic Installations Involving More Than One Legal Parcel of Land** – In the event Grantee proposes to serve more than one parcel of land using the permitted onsite septic system funded under this grant, proposes to place the onsite septic system on one parcel to serve another parcel, or proposes to configure the onsite septic system in such a way that it crosses existing property lines, Grantee shall prepare, execute and record all necessary easements, property line adjustments, deed consolidations, covenants and/or any other instrument necessary to satisfy state and local regulations regarding such installations prior to the distribution of any Grant funds under this Agreement. Such work shall be performed by a Professional Engineer, Professional Land Surveyor or other professional licensed to perform such work in Oregon. This is an eligible expense under this Grant and an estimated cost of **\$0** has been included in the Grant Amount for this purpose.
6. **Use of a Certified Commercial Onsite Septic Design Professional** – The permitted onsite septic system requires the preparation of design and permit documents by a Certified Commercial Onsite Septic Design Professional (the “Design Professional”). The Design Professional shall submit onsite septic permit applications on behalf of Grantee and shall act as the property owner’s representative during permit consultation and onsite septic system installation.

Grantee has engaged Fuhriman Septic Design and Consulting to provide Design Professional services. The cost of Design Professional services is a reimbursable expense under this Grant and an estimated cost of **\$4,227** has been included in the Grant Amount for this purpose. Grantee shall provide to County a complete copy of the executed contract for services between Grantee and Grantee’s Design Professional, including the Design Professional’s itemized services fees.

7. **Use of a Certified Commercial Onsite Septic Installer** – Grantee shall use a Certified Commercial Onsite Septic Installer (the “Installer”) for all onsite septic system repair, alteration, replacement and/or construction work. Grantee acknowledges that onsite septic work performed by any entity other than a Certified Commercial Onsite Septic Installer may render some or all of the work ineligible for reimbursement. Grantee shall provide to County a complete copy of the executed contract between Grantee and Grantee’s Installer, including the Installer’s itemized construction cost estimate and fee for services.

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

Grantee	Marion County Grant Manager
Michelle Connor	Alicia Jones, Marion County Public Works
City of Detroit	5155 Silverton Road NE, Building 1
Po. Box 589 Detroit, OR, 97342	Salem, OR 97305
(503) 983-5651	(503) 373-4320
MConnor@DetroitOR.gov	AJones@co.marion.or.us

Marion County Project Manager
Brian Nicholas, Marion County Public Works
5155 Silverton Road NE, Building 1
Salem, OR 97305
(503) 566-4119
BNicholas@co.marion.or.us

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

11. General provisions:

- a. The term of this Agreement begins on the date all required signatures are applied to the signature page and expires on **October 31, 2026**, unless otherwise terminated or extended by the parties. The remedies available to County and Grantee shall survive the termination of the Agreement, whether upon expiration or termination.
- b. County may monitor Grantee's activities as County deems necessary or appropriate to determine whether Grant funds are used in accordance with this Agreement. Grantee shall cooperate fully with all County monitoring activities and shall promptly respond to all requests for information. Failure by Grantee to fully cooperate or promptly respond will be considered a material breach of this Agreement. Grantee shall maintain all records pertinent to this Agreement in such a manner as to clearly document Grantee's use of funds, activities, and performance. County, the State of Oregon, or the applicable audit agencies of the U.S. Government shall have free access to and the right to copy all or any part of the books, documents, papers, audits and records of Grantee related to this agreement.

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

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

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

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

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair

Date

Commissioner

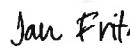
Date

Commissioner

Date

Authorized Signature:

DocuSigned by:



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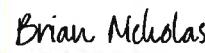
8/12/2025

Chief Administrative Officer

Date

Authorized Signature:

DocuSigned by:



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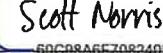
8/11/2025

Department Director or designee

Date

Reviewed by Signature:

Signed by:



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8/12/2025

Marion County Legal Counsel

Date

Reviewed by Signature:

DocuSigned by:



A9538E7AEC6794F4...

8/11/2025

Marion County Contracts & Procurement

Date

GRANTEE SIGNATURE

Authorized Signature:

Date

Grantee Name:



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review FormMeeting date: 8/27/2025

Department: Public Works

Title:

Contract PW-6785-25, City of Silverton Eastview Lane Radio SiteManagement Update/Work Session Date: 8/5/2025 Audio/Visual aidsTime Required: 10 minutesContact: Brian NicholasPhone: x7943

Requested Action:

Approve Contract PW-6785-25 with the City of Silverton for the construction of physical site improvements and long term use of Silverton's Eastview Lane radio communications site by Marion County.

Issue, Description & Background:

Marion County is constructing a new county wide public safety radio system for use by first responder agencies and other users. The new system will include a new radio transmit / receive site at the City of Silverton's radio site located at 4830 Eastview Lane NE. Under this agreement, Marion County will construct improvements to the City's radio equipment shelter that are needed to accommodate Marion County's new radio equipment. In exchange, the City of Silverton will allow Marion County to occupy a portion of the shelter rent free. Marion County will pay an annual fee of \$3,600 to the City to defray added electric utility and general maintenance costs that the City will incur due to Marion County's use of the shelter. The agreement has a twenty-year initial term and will automatically renew every five years until the Parties terminate the agreement.

Financial Impacts:

The cost of construction is a budgeted expense in the current fiscal year under CIP 22-308. The annual utility fee will be paid by the Public Works Communications Program.

Impacts to Department & External Agencies:

Completion of this project will benefit first responder agencies and the general public by providing a resilient and unified interoperable radio communications platform.

List of attachments:

Contract PW-6785-25

Presenter:

Brian NicholasDepartment Head
Signature:**Brian Nicholas**

 A digital signature of Brian Nicholas, consisting of a stylized 'B' and 'N' logo followed by the text "Digitally signed by Brian Nicholas Date: 2025.08.05 10:57:11 -07'00'".
 Digitally signed by Brian Nicholas
 Date: 2025.08.05 10:57:11 -07'00'

Contract Review Sheet

Intergovernmental Agreement

PW-6785-25
Title: **IGA - Eastview Lane Radio Site**Contractor's Name: **City of Silverton**Department: **Public Works Department**Contact: **Alicia Jones**Analyst: **Sabrina Hay**Phone #: **503-566-3974**Term - Date From: **Execution**Expires: **June 30, 2045**Original Contract Amount: **\$ 108,000.00** Previous Amendments Amount: **\$ -**Current Amendment: **\$ -** New Contract Total: **\$ 108,000.00** Amd% **0%**Outgoing Funds 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

County to construct and operate a countywide radio communications system for use by law enforcement, fire protection, ambulance / EMS and other public service agencies within Marion County, which will include a radio transmit / receive site on the Property. County proposes to utilize City of Silverton radio equipment shelter and SBA's radio tower for this radio site installation.

County shall construct improvements to City's radio equipment shelter and perform other site improvements described herein. In exchange, City shall accommodate the installation of County's radio equipment within City's radio equipment shelter. This Agreement specifies the obligations of the Parties related to this cooperative effort.

Desired BOC Session Date:	8/27/2025	Contract should be in DocuSign by:	8/6/2025
Agenda Planning Date	8/14/2025	Printed packets due in Finance:	8/12/2025
Management Update	8/5/2025	BOC upload / Board Session email:	8/13/2025
BOC Session Presenter(s)	Brian Nicholas	Code:	Y

REQUIRED APPROVALS

DocuSigned by:



E21BD5B5934B405

8/6/2025

Finance - Contracts

Date

Contract Specialist

Date

Legal Counsel

Date

Chief Administrative Officer

Date

INTERGOVERNMENTAL AGREEMENT
For the
MARION COUNTY RADIO PROJECT
EASTVIEW LANE RADIO SITE
Between
MARION COUNTY and CITY of SILVERTON, OREGON
PW-6785-25

A. PARTIES TO AGREEMENT

This Agreement between Marion County, a political subdivision of the state of Oregon, operating by and through the Marion County Public Works Department, hereafter called "County", and the City of Silverton, Oregon, hereafter called "City", is made pursuant to ORS 190.010 (Intergovernmental Cooperation). County and City are herein individually referred to as "Party" and collectively as "Parties."

B. PURPOSE OF AGREEMENT

City owns and maintains the real property located at 4830 Eastview Lane NE, Silverton, Oregon, 97381 (the "Property"), on which exists a radio communication tower owned by SBA Communications Corporation, hereafter called "SBA". SBA operates and maintains the radio tower under an existing agreement between City and SBA. Additionally, City owns an existing radio equipment shelter located on the Property in which is housed radio equipment owned by City and other agencies.

County proposes to construct and operate a countywide radio communications system for use by law enforcement, fire protection, ambulance / EMS and other public service agencies within Marion County, which will include a radio transmit / receive site on the Property. County proposes to utilize City's radio equipment shelter and SBA's radio tower for this radio site installation.

County shall construct improvements to City's radio equipment shelter and perform other site improvements described herein. In exchange, City shall accommodate the installation of County's radio equipment within City's radio equipment shelter. This Agreement specifies the obligations of the Parties related to this cooperative effort.

C. TERM AND TERMINATION

This Agreement shall be effective when all required signatures have been obtained and shall expire on June 30, 2045 (the "Initial Term"). Thereafter, this Agreement shall automatically renew every five (5) years (a "Renewal Term"), until terminated as provided herein.

This Agreement may be terminated at any time by mutual consent of both Parties and according to the terms mutually agreed upon at the time of termination. This Agreement may be terminated by either Party at the end of the Initial Term or at the end of any Renewal Term by written notice of the terminating Party to the other Party provided such notice is delivered no later than ninety (90) calendar days prior to the end of the Term then in effect. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

County may terminate this Agreement effective upon delivery of written notice to City or at such later date as may be established following such written notice under any of the following conditions:

1. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for completion of the Marion County Radio Project. This Agreement may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the Marion County Radio Project may not be completed as proposed.
3. If any license, certificate, or insurance required by law or regulation to be held by the Parties under this Agreement is for any reason denied, revoked, or not renewed.
4. If City fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
5. If City fails to perform any of the provisions of this Agreement or so fails to pursue the work as to endanger the performance of this Agreement in accordance with its terms and after written notice from County, fails to correct such failure(s) within ten (10) days or such longer period as County may authorize.

D. FUNDING AND BILLING

City will charge County an annual lease rate of **\$0.00** for the use of County's allocated space within City's radio equipment shelter. County shall pay City **\$3,600.00** annually as reimbursement to City for County's share of electric utility costs and City's maintenance costs. County shall issue payment no later than July 31st of each year.

E. COUNTY OBLIGATIONS UNDER THIS AGREEMENT

1. **Structural Modifications.** County shall, at County's sole expense, construct structural modifications to City's radio equipment shelter for the purpose of accommodating County's proposed radio equipment installations and the equipment and operations of existing radio equipment shelter users. Structural modifications may include, but are not limited to:
 - a. Modification of existing concrete foundations,
 - b. Construction of concrete equipment pads,
 - c. Installation of equipment anchorages,
 - d. Wood framing and sheathing,
 - e. Building penetrations,
 - f. Insulation and water intrusion prevention measures,
 - g. Physical security measures, and
 - h. Minor related structural improvements.
2. **Climate Control.** County shall, at County's sole expense, construct modifications to the climate control systems of City's radio equipment shelter, which may include but are not limited to:
 - a. Installation of a new heating, ventilation and air conditioning (HVAC) system, sized to serve County's proposed radio equipment installations and the equipment of existing radio equipment shelter users,
 - b. Installation of HVAC controls and remote monitoring systems, and
 - c. Minor related HVAC improvements.
3. **Electrical Systems.** County shall, at County's sole expense, construct improvements to the existing electrical systems of City's radio equipment shelter, which may include but are not limited to:

- a. Installation of a new propane-powered electrical generator to provide emergency backup power to City's radio equipment shelter, County's proposed radio equipment and the equipment of existing radio equipment shelter users,
 - b. Replacement of the existing 500 gallon liquified propane (LP) tank with a 1000 gallon LP tank,
 - c. Installation of a new electrical power load center or improvements to existing electrical panels, breakers and disconnects, sized and configured to serve City's radio equipment shelter, County's proposed radio equipment and the equipment of existing radio equipment shelter users,
 - d. Construction of interior and exterior power distribution measures, including convenience outlets located to serve County's proposed radio equipment and the equipment of existing radio equipment shelter users,
 - e. Construction of interior and exterior grounding systems,
 - f. Installation of new DC uninterruptable power system for use by County and other radio equipment shelter users,
 - g. Installation of electronic security, site monitoring and lighting systems, and
 - h. Construction of miscellaneous electrical improvements that may be required for compliance with Marion County building code.
4. **Site Improvements.** County shall, at County's sole expense, install "weed barrier" fabric and aggregate surfacing surrounding City's radio equipment shelter, backup generator and propane tank to impede intrusion by blackberries and other invasive weeds.
5. **Radio Communication Equipment.** County shall, at County's sole expense, install, operate, maintain and periodically replace or upgrade, as needed, County's radio communications equipment.

Exception – County is not responsible to operate, maintain, replace, upgrade, physically protect or provide cyber security protection of communications equipment belonging to City or other radio equipment shelter users. County accepts no ownership of or responsibility for any equipment installed by others.
6. **Radio Communications Tower.** County shall, at County's sole expense, obtain approval from SBA for County's use of the SBA radio tower, including the negotiation and execution of all necessary agreements between County and SBA. County is solely responsible for the payment of leases, fees and reimbursable expenses to SBA associated with County-owned equipment. If County's proposed radio system installation necessitates the replacement of or modifications to the existing ice bridge between City's radio equipment shelter and the SBA radio tower, County shall be solely responsible for costs associated with such replacement or modifications.

Exception – County is not responsible to operate, maintain, replace, upgrade or protect equipment belonging to City or other SBA radio tower users, except as may be specifically stipulated within any written agreement between County and SBA. County shall not host or otherwise authorize the installation, operation or maintenance of equipment on the SBA radio tower under any agreement between County and SBA. County shall not pay any leases, fees or reimbursable expenses to SBA on behalf of City or any other SBA radio tower users. County accepts no ownership of or responsibility for any equipment installed by others.
7. **Tree Removal.** Existing trees located on the Property and on adjoining properties may interfere with microwave transmissions from County's radio communication equipment, in which case County shall be responsible at County's sole expense for the trimming or removal of such trees. County is solely responsible for obtaining approval from adjoining property owners for the removal or trimming of trees located on adjoining properties and for the payment of all due compensation to adjoining property owners.

Exception – County is only responsible for tree trimming or removal necessary for the satisfactory performance of County's radio communication system and is not responsible for the cost of tree trimming or removal needed or desired by other SBA tower users.

8. **Maintenance.** County shall be responsible for the following site maintenance obligations at County's sole expense throughout the duration of this Agreement:
 - a. Regular preventive maintenance, periodic exercising and repair of the backup generator installed under this Agreement.
 - b. Regular preventive maintenance and periodic repair of the HVAC system installed under this Agreement.
 - c. Regular preventive maintenance and periodic repair of the uninterruptable DC power system installed under this Agreement.
9. **Design Approval.** County shall coordinate the development of facility improvement plans with City and existing radio equipment shelter users. County shall present draft and final construction plans and specifications to City and existing radio equipment shelter users for their review and comment, will develop resolutions to review comments that are mutually acceptable to County and City, and will incorporate such resolutions into the plans and specifications. County shall obtain City's written approval (email acceptable) of the final, stamped construction plans and specifications prior to the start of on-site work.
10. **Permits.** County shall obtain at County's sole expense all permits and licenses and pay all associated fees required for construction of the facility improvements and County radio communication equipment installation described herein, including but not limited to county and state building permits and FCC licenses. County shall be solely responsible for compliance with such permits and licenses, and shall obtain and deliver to City a Commercial Certificate of Occupancy (CCO) following the satisfactory completion of construction activities.
11. **Construction Coordination.** County shall coordinate construction activities with City and existing radio equipment shelter users to allow uninterrupted use of the shelter during construction. County shall protect existing radio equipment installations from excessive dust, heat, moisture and impact throughout construction, and shall provide time and space for the relocation of existing radio equipment by others that may be necessary to facilitate construction. County shall comply with City's site security practices throughout construction.

Exception – One or more power outages may be necessary during construction, in which case County shall schedule such outages in coordination with City and existing radio equipment shelter users for a time and duration that limits operational impacts to such users.
12. **Security.** County recognizes that City may allow cooperative use of City's radio equipment shelter by other agencies and their contracted service providers. County is solely responsible for the installation of equipment security measures, such as lockable equipment cages, that County deems necessary to prevent tampering of County's radio equipment.

F. CITY OBLIGATIONS UNDER THIS AGREEMENT

1. **Space Allocation.** City shall allocate space within City's radio equipment shelter for the installation of County's radio communications equipment. The allocated space shall be as shown on the City-approved construction plans.
2. **Access.** City shall provide to County unrestricted, 24-hour access to City's radio equipment shelter for (a) construction of the facility improvements described herein, (b) installation of County radio

communications equipment, (c) maintenance and repair of County-owned equipment, and (d) the performance of other County obligations described herein. County shall comply with City's site security and access notification protocols when accessing the site.

3. **Fuel.** City shall supply liquified propane (LP) fuel for the emergency backup generator at City's sole expense.
4. **Electrical Service.** City shall provide commercial electrical power service.
5. **Maintenance.** City shall be responsible for facility and ground maintenance activities not otherwise assigned herein to County.
6. **Approvals.** City shall coordinate, review, and provide comments, feedback and direction related to the performance of obligations by County under this Agreement. City shall not unreasonably withhold approval of items requiring City approval, including but not limited to (a) final construction plans and specifications, (b) trimming or removal of conflict trees on the Property, and (c) signing of building permit applications as the Property owner.

G. COMPLIANCE WITH APPLICABLE LAWS

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

H. 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.

I. HOLD HARMLESS

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each Party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one Party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

J. 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).

K. MERGER CLAUSE

The Parties concur and agree that this Agreement constitutes the entire Agreement between the Parties. No waiver, consent, modification or change to the terms of this Agreement shall bind either Party unless in writing and signed by both Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

L. NOTICES

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

For City:
City of Silverton
Attn: City Manager
410 North Water Street
Silverton, OR 97381
503.873.5321
cmisely@silverton.or.us

For Marion County:
Marion County Public Works Department
Attn: Director
5155 Silverton Road NE
Salem, OR 97305
503.588.5036
PWDirector@co.marion.or.us

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

Reviewed by Signature: _____
Marion County Legal Counsel _____ Date _____

Reviewed by Signature: L E21BD5B5934B405 8/6/2025

Marion County Contracts & Procurement Date

CITY OF SILVERTON SIGNATURE

Authorized Signature: _____ Date: _____

Title: _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 8/27/2025

Department: Public Works

Title: Public Hearing to Consider Changes to Certain Marion County Solid Waste Rates

Management Update/Work Session Date: WS-06/26/2025 & MU-08/19/2025 Audio/Visual aids

Time Required: 15 min Contact: Cory Swartwout Phone: 503-365-3178

Requested Action: Approve recommended changes to Marion County Solid Waste Disposal Rates.

Issue, Description & Background: A number of rates charged by Marion County for the disposal of in-county solid waste are lower than Marion County's actual cost of disposal. Staff recommend changes to certain Marion County Solid Waste Disposal Rates to match current operating costs or to match current market rates.

Financial Impacts: The recommended rate changes would generate an estimated \$1,700,000 in revenue per year to the Environmental Services Fund, based on current solid waste volumes.

Impacts to Department & External Agencies:

List of attachments: Order, Exhibit A

Presenter: Brian May

Department Head Signature: Brian Nicholas  Digitally signed by Brian Nicholas
Date: 2025.08.13 09:21:07 -07'00'

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the Matter of Changes to the)
Solid Waste Disposal Rate Schedule)

ORDER No. _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on August 27, 2025, to consider changes to the Solid Waste Disposal Rate Schedule.

WHEREAS, Marion County Code Chapter 8.05 as amended, and Oregon Revised Statute 459.125 give the board the authority to establish and regulate the rates and charges for solid waste service in the county; and

WHEREAS, the Marion County Board of Commissioners hereby finds, after conducting a public hearing on the subject and reviewing the factors set forth in Marion County Code Section 8.05.500 and staff recommendations, that the rates and their timing as set forth on Exhibit A attached hereto are appropriate and reasonable for providing service for waste collection and recycling; now, therefore,

IT IS HEREBY ORDERED that the rates set forth in Exhibit A shall become effective on the dates indicated in Exhibit A and shall be in effect until replaced.

DATED at Salem, Oregon, this 27th day of August, 2025.

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

Exhibit A

Site	Current	Recommended Rate Changes	
		October 1, 2025	July 1, 2026
SKRTS & NMTS			
Municipal Solid Waste (MSW) - Garbage			
Min. Charge for up to 460 lbs.	\$25.00	\$30.00	
Rate Per Ton (2,000 lbs.)	\$107.45	\$130.00	
YARD DEBRIS			
Min. Charge for up to 500 lbs.	\$15.00	\$20.00	
Rate Per Ton (2,000 lbs.)	\$59.49	\$80.00	
Brown's Island Composting			
Min. Charge	\$15.00/YD*	\$15.00/YD**	
Rate for Additional Yard(s)	\$10.00/YD	\$15.00/YD	
Government Rate	\$5.00/YD	\$7.50/YD	\$15.00/YD

* \$15.00 minimum for up to 2-yards. \$10.00 for each additional yard

** \$15.00 minimum. \$15.00 for each additional yard

Marion County Solid Waste Rates Changes

PUBLIC HEARING – AUGUST 27, 2025

Exhibit A

Site	Current	Recommended Rate Changes	
		October 1, 2025	July 1, 2026
SKRTS & NMTS			
Municipal Solid Waste (MSW) - Garbage			
Min. Charge for up to 460 lbs.	\$25.00	\$30.00	
Rate Per Ton (2,000 lbs.)	\$107.45	\$130.00	
YARD DEBRIS			
Min. Charge for up to 500 lbs.	\$15.00	\$20.00	
Rate Per Ton (2,000 lbs.)	\$59.49	\$80.00	
Brown's Island Composting			
Min. Charge	\$15.00/YD*	\$15.00/YD**	
Rate for Additional Yard(s)	\$10.00/YD	\$15.00/YD	
Government Rate	\$5.00/YD	\$7.50/YD	\$15.00/YD

* \$15.00 minimum for up to 2-yards. \$10.00 for each additional yard

** \$15.00 minimum. \$15.00 for each additional yard



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: August 27, 2025

Department: Public Works

Title: Public Hearing for Zone Change/Comprehensive Plan Change/Administrative Review 25-001/Jerome P. Lackner

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

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

Requested Action: Staff recommends the application be approved. Other motion options for consideration are:
1. Continue the public hearing.
2. Close the public hearing and leave the record open, to deliberate at a later date.
3. Close the public hearing and approve, modify, or deny the request.
4. Remand the matter back to the hearings officer.

Issue, Description & Background: Jerome P. Lackner submitted an application for a zone change, comprehensive plan change and administrative review to change the zone zone from EFU (Exclusive Farm Use) to FT (Farm Timber) zone; to change the comprehensive plan designation from Primary Agriculture to Farm Timber, and to establish a template test dwelling on 21.67 acre parcel in the EFU (Exclusive Farm Use) zone located at the end of Wagner Lane SE in the 22600 block.
The Marion County Hearings Officer held a duly noticed public hearing on May 15, 2025. On June 30, 2025, the Hearings Officer issued a recommendation to approve ZC/CP/ZR25-001/Jerome P. Lackner. As a part of the land use process, the Marion County Board of Commissioners must hold a public hearing on the matter and issue a decision.

Financial Impacts: None

Impacts to Department & External Agencies: None

List of attachments: Hearings Officer Reccomendation

Presenter: Austin Barnes

Department Head Signature: for Brandon Rich

BEFORE THE MARION COUNTY HEARINGS OFFICER

In the Matter of the Application of:) Case No. ZC CP AR 25-001
) COMPREHENSIVE PLAN
JEROME P. LACKNER) AMENDMENT / ZONE CHANGE /
) ADMINISTRATIVE REVIEW

RECOMMENDATION

I. Nature of the Application

This matter comes before the Hearings Officer on the Application of Jerome P. Lackner for a zone change, comprehensive plan change, and administrative review to change the zone from EFU (Exclusive Farm Use) to FT (Farm Timber) zone; to change the comprehensive plan designation from Primary Agriculture to Farm Timber, and to establish a template test dwelling on 21.67 acre parcel in the EFU (Exclusive Farm Use) zone located at the end of Wagner Lane SE in the 22600 block (T9S; Range 2E; Section 18A; Tax Lot 100).

II. Relevant Criteria

The standards and criteria relevant to this Application are found in the Oregon Statewide Planning Goals, Marion County Comprehensive Plan Policies (Forest Land and Farm / Timber Land Policies), and Marion County Code Chapter 17, especially 17.123 (Zone Change Procedure), 17.136 (Exclusive Farm Use Zone), and 17.139 (Farm / Timber Zone), MCC 138.060 (Special Siting Standards) (Unincorporated Community Industrial Zone).

III. Public Hearing

A public hearing was held on this matter on May 15, 2025. The Planning Division file was made part of the record. The following persons appeared and provided testimony on the Application:

- | | |
|-------------------|---------------------------------|
| 1. Austin Barnes | Marion County Planning Division |
| 2. Norman Bickell | Representative for Applicant |

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

IV. Executive Summary

Applicant seeks a zone change, comprehensive plan change, and administrative review to change the zone from EFU (Exclusive Farm Use) to FT (Farm Timber) zone; to change the comprehensive plan designation from Primary Agriculture to Farm Timber, and to establish a template test dwelling on 21.67 acre parcel.

At the time Applicant purchased the property, it was in timber use, and Applicant planted timber to replace the timber harvested by the prior owner. The subject property has historically been in timber production, has never been in farm use, and continues to be managed for timber production.

The proposed zone change is consistent with the historic and ongoing use of the property. Applicant has established compliance with all applicable criteria, and the hearings officer recommends **APPROVAL** of the application.

V. Findings of Fact

The Hearings Officer, after careful consideration of the testimony and evidence in the record, issues the following finding of fact:

1. The subject property consists of one parcel, totaling 21.67 acres. The property is designated Primary Agriculture in the Marion County Comprehensive Plan (MCCP) and zoned EFU (Exclusive Farm Use).
2. The property is located at the terminus of Wagner Ln SE, a public road that is graveled. The property is vacant and planted with commercial timber. There are no streams, floodplains, wetlands or geo-hazards mapped on the subject property.
3. Surrounding properties to the west, and south are zoned EFU and in various types of farm use. Property to the north and east are zoned TC (Timber Conservation) and are in active timber use.
4. Applicant seeks to change the Comprehensive Plan designation from Primary Agriculture to Farm Timber and change the zoning from EFU to FT (Farm Timber).
5. Marion County Planning Division requested comments from various governmental agencies. The following comments were received:

Marion County Public Works Land Development and Engineering Permits (LDEP) commented:

ENGINEERING REQUIREMENTS

- A. At the time of application for building permits, an Access Permit will be required.
- B. Transportation System Development Charges (TSDCs) and Parks fee will be assessed at the time of application for building permits.
- C. Any new utility service extensions such as electric power originating from within the public right-of-way to the property require permits from MCPW Engineering.

Marion County Septic commented: "A soils and site evaluation will be required before building."

Marion County Building Department commented: "Permits are required to be obtained prior to the development of structures and/or utilities installation on private property."

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

6. The Application was signed by Jerome P. Lackner, as the owner of the property who purchased the property from the Estate of Ledor and Tyler Pinkston on September 16, 1992. Mr. Lackner should be prepared to present a copy of his deed if requested to the Board of Commissioners.

VI. Additional Findings of Fact and Conclusion of Law

1. Applicant has the burden of proving compliance with all applicable criteria.

STATEWIDE PLANNING GOALS

2. The Marion County Comprehensive Plan amendments section states that comprehensive plan amendments must be consistent with statewide planning goals, or seek exemptions to them. The relevance of each goal in this proposal is addressed below:

Goal 1: Citizen Involvement. To develop a citizen involvement program that insures the opportunity for citizens to be involved in all phases of the planning process.

The notice and hearings process before the hearings officer and Board of Commissioners (BOC) provides opportunity for citizen involvement. Goal 1 is satisfied.

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

Applicant proposes a site-specific comprehensive plan amendment and an administrative review for a template dwelling. The Planning Division notified local and state agencies, including the Oregon Department of Land Conservation and Development (DLCD), for comments. Goal 2 is satisfied.

Goal 3: Agricultural Lands. To preserve and maintain agricultural lands.
OAR 660-033 governs agricultural lands.

OAR 660-033-0145:

- (1) *Agriculture/forest zones may be established and uses allowed pursuant to OAR 660-006-0050;*
- (2) *Land divisions in agriculture/forest zones may be allowed as provided for under OAR 660-006-0055; and*
- (3) *Land may be replanned or rezoned to an agriculture/forest zone pursuant to OAR 660-006-0057.*

Applicant's request to re-designate and rezone the subject property for farm/forest use is evaluated under OAR 660-006, specifically, OARs 660-06-0015, 660-006-0050 and 660-006-0057, and no Goal 3 exception is required to designate the subject property for forest use. Therefore, Goal 3 is met.

Goal 4: Forest Lands. To conserve forest lands by maintaining the forest land base and to protect the state's forest economy by making possible economically efficient forest practices that assure the continuous growing and harvesting of forest tree species as the leading use on forest land consistent with sound management of soil, air, water, and fish and wildlife resources and to provide for recreational opportunities and agriculture.

OAR 660-006-0015:

(1) Lands inventoried as forest lands must be designated in the comprehensive plan and implemented with a zone that conserves forest lands consistent with OAR chapter 660, division 6, unless an exception to Goal 4 is taken pursuant to ORS 197.732, the forest lands are marginal lands pursuant to ORS 197.247 (1991 Edition), the land is zoned with an Exclusive Farm Use Zone pursuant to ORS chapter 215 provided the zone qualifies for special assessment under ORS 308.370, or is an "abandoned mill site" zoned for industrial use as provided for by ORS 197.719. In areas of intermingled agricultural and forest lands, an agricultural/forest lands designation may also be appropriate if it provides protection for forest lands consistent with the requirements of OAR chapter 660, division 6. The plan shall describe the zoning designation(s) applied to forest lands and its purpose and shall contain criteria that clearly indicate where the zone(s) will be applied.

(2) When lands satisfy the definition requirements of both agricultural land and forest land, an exception is not required to show why one resource designation is chosen over another. The plan need only document the factors that were used to select an agricultural, forest, agricultural/forest, or other appropriate designation.

The subject property is not inventoried, designated or zoned as forest land. No Goal 4 exception is required. Marion County is not a marginal lands county. The subject property is not an abandoned mill site. The property is zoned EFU under ORS Chapter 215. ORS 308.370, a farm use special assessment provision, was repealed in 1999. ORS 308A now governs farm use special assessment. EFU zoned land in farm use may receive special farm assessment but the farm use definition does not include land subject to forest use special assessment (ORS 308A.056(2)). The subject property is currently specially assessed for forest use. To approve the subject application, the BOC must inventory the property, apply a farm/forest designation and zone consistent with OAR 660-006, and explain the factors used to select the farm/forest designation. Under the MCCP forest lands section:

An area located east and south of the city of Silverton and commonly referred to as the Silverton Hills consist[s] of a mixed pattern of farm and forest land uses. The topography of this area consists of relatively level ridge tops with intervening stream canyons. The level areas are largely devoted to farm and woodlot uses while the stream canyons and steeper ridges are devoted to forest uses. This area is a transition between the Western Cascades and the Willamette Valley floor.

Under the provisions of OAR 660-006-0050, a governing body may establish agricultural/forest zones in accordance with both Goals 3 and 4 and consistent with OAR Chapter 660, Divisions 6 and 33. The mixed nature of the farm and forest uses in this area justifies the application of an agricultural/forest zone and both Goals 3 and 4. The Farm/Timber designation is discussed in the Forest Lands section of the Marion County Comprehensive Plan and policies pertaining to this designation are also included in the forest land goal and policies section.

The Farm and Timber designation has been applied to lands in Marion County that support a mixture of both agricultural and forestry activities. Designated areas were characterized by wide varieties in terrain, soil types and land use conditions. These areas are located in the foothills of the Cascade Mountains and are characterized by steep canyons, broad ridge tops and narrow alluvial river terraces. Soil types vary considerably in agricultural productivity from Class II to VI agricultural capability. The area is predominantly Class 2 and 3 timber soils which make a majority of the area highly productive forest land.

Whenever the terrain is not too steep and the soils have agricultural capability, the land is typically in farm use. Otherwise, the land is managed as woodland. As a result of the mixed terrain and soils, this area consists of a very mixed pattern of farm and forest uses frequently including both uses on a single tract. Therefore, both the agricultural lands and forest lands goals are applied, as authorized by OAR 660-006-0050.

The variable terrain and crop capabilities have contributed to the existing land use pattern that is a transition area between the predominately large-scale farms on the low land to the west and the large-scale commercial timber operations on the higher elevations to the east. The most common management units in the FT areas range from 20 to 40 acres. Ownership fragmentation and the alternating farm and timber character make it unlikely that these smaller farm and timber tracts will be consolidated to achieve larger management units.

A minimum parcel size of 80 acres is applied to the Farm/Timber land in Marion County. This minimum was chosen because it is consistent with the existing parcel sizes in this area being managed for timber and agriculture production on a commercial basis. Also, this parcel size is consistent with both OAR 660-06-0026 and 660-33-100, and it exceeds the recommendations of the State Department of Fish and Wildlife for the protection of significant deer and elk habitats. This area is primarily located within the peripheral deer and elk habitat as identified by the State Department of Fish and Wildlife. With development limited to such low densities, the watershed, open space and other resource values found on forest lands will be protected.

There are 15,000+ Farm/Timber designated acres in Marion County (MCCP, page I-14), most of it in the Silverton Hills, coexistent with the peripheral big game habitat area. In ZC/CP 15-001, ZC/CP 11-002 and ZC/CP 03-5, the BOC recognized that land outside the Silverton Hills area may qualify for Farm/Timber designation if it has sufficient Farm/Timber characteristics. The Farm/Timber area is described as an area of stream canyons and broad ridge tops. This description fits the subject property, but in miniature.

The variable topography makes integration with neighboring farm parcels less likely. At 21 acres, the property is in line the 20 to 40-acre common Farm/Timber parcel size.

The land adjacent to the north is zoned FT, and surrounding area of the subject parcel is devoted to timber and farming activities. As stated, the subject property has never been actively farmed. The previous owner harvested timber, and the Applicant has replanted timber during his ownership. The property has historically been devoted to timber and the Farm/Timber designation better suits the subject property than a Timber Conservation zone designation.

The Santiam Canyon Fire had a significant impact on the parcel by burning most of the acreage that was in 25+ years of replanting, as evidenced aerial photographs. Applicant provided proof of ongoing management for commercial forest use. Receipts provided by Applicant illustrate purchases from nurseries of commercial tree species.

The site shares sufficient characteristics to allow Farm/Timber designation and zoning. OAR 660-006-0015 is satisfied.

OAR 660-006-0050:

(1) Governing bodies may establish agriculture/forest zones in accordance with both Goals 3 and 4, and OAR chapter 660, divisions 6 and 33.

(2) Uses authorized in Exclusive Farm Use Zones in ORS Chapter 215, and in OAR 660-006-0025 and 660-006-0027, subject to the requirements of the applicable section, may be allowed in any agricultural/forest zone. The county shall apply either OAR chapter 660, division 6 or 33 standards for siting a dwelling in an agriculture/forest zone based on the predominant use of the tract on January 1, 1993.

(3) Dwellings and related structures authorized under section (2), where the predominant use is forestry, shall be subject to the requirements of OAR 660-006-0029 and 660-006-0035.

Goals 3 and 4, and OAR Chapter 660, Divisions 6 and 33 are being considered in this request to re-designate and rezone the subject property. Aerial photographs and the narrative in the record show the subject property was mostly treed and not apparently farmed at that time. OAR 660-006 dwelling standards apply. OAR 660-006-0055 is satisfied.

OAR 660-006-0057:

Any rezoning or plan map amendment of lands from an acknowledged zone or plan designation to an agriculture/forest zone requires a demonstration that each area being rezoned or replanned contains such a mixture of agriculture and forest uses that neither Goal 3 nor 4 can be applied alone.

The area to consider for re-designation and rezoning consists solely of the subject properties. It contains a mixture of soils that are suitable for farm or forest uses. Practical

restrictions on this property do not make it wholly productive for solely farm or solely forest use. OAR 660-006-0057 is satisfied.

Goal 4 is satisfied.

Goal 5: Open Spaces, Scenic and Historic Areas, and Natural Resources. To protect natural resources and conserve scenic and historic areas and open spaces.

There are no scenic, historic, or natural resources identified in the MCCP on the subject or nearby properties. Goal 5 is satisfied.

Goal 6: Air, Water and Land Resources Quality. To maintain and improve the quality of the air, water and land resources of the state.

The parcel is not within an identified ground water overlay or any big game habitat. Farm/forest designation and zoning will allow forest uses and perhaps a future dwelling. The Marion County Code contains development standards related to septic system requirements that will have to be met if development occurs. Normal residential use would not emit excessive particulates or noise. In-place regulations will maintain the level of air, water and land resources. Goal 6 is satisfied.

Goal 7: Areas Subject to Natural Disasters and Hazards. To protect people and property from natural hazards.

The property contains no identified hazards. Goal 7 is satisfied.

Goal 8: Recreational Needs. To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts.

No Goal 8 resources are identified on the subject site or implicated by this application. This goal is not applicable.

Goal 9: Economic Development. To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.

Goal 9 addresses commercial and industrial development, primarily in urban areas. OAR Chapter 660, Division 009 applies only to comprehensive plans for areas within urban growth boundaries. Goal 9 is not applicable.

Goal 10: Housing. To provide for the housing needs of citizens of this state.

OAR 660-008 is intended to define standards for compliance with Goal 10. OAR 660-008 deals with providing an adequate number of needed housing units, and efficient use of buildable land within urban growth boundaries. The subject property is not within an urban growth boundary. Goal 10 does not apply.

Goal 11: Public Facilities and Services. To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.

Applicant states that all rural services are provided in the area. Electric and telephone utilities are available in the area. Fire protection is provided by the Stayton Fire District and police protection is provided by the Marion County Sheriff. No public water and sewer services will be required. Little traffic will be generated by the proposed use, except during timber harvest. Goal 11 is satisfied.

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

Under OAR 660-012-0060(1), if an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation (including a zoning map) would significantly affect an existing or planned transportation facility, then the local government must put in place measures as provided in section (2) of this rule, unless the amendment is allowed under section (3), (9) or (10) of this rule. A plan or land use regulation amendment significantly affects a transportation facility if it would:

(a) Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);

(b) Change standards implementing a functional classification system; or

(c) Result in any of the effects listed in paragraphs (A) through (C) of this subsection based on projected conditions measured at the end of the planning period identified in the adopted TSP [transportation system plan]. As part of evaluating projected conditions, the amount of traffic projected to be generated within the area of the amendment may be reduced if the amendment includes an enforceable, ongoing requirement that would demonstrably limit traffic generation, including, but not limited to, transportation demand management. This reduction may diminish or completely eliminate the significant effect of the amendment.

(A) Types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;

(B) Degrade the performance of an existing or planned transportation facility such that it would not meet the performance standards identified in the TSP or comprehensive plan; or

(C) Degrade the performance of an existing or planned transportation facility that is otherwise projected to not meet the performance standards identified in the TSP or comprehensive plan.

The subject parcel will obtain its access of the Eastern end of Wagner Lane SE. The change in zone will not significantly impact the easement because any proposed use would comply with the zoning would be similar for both zones. The proposal would allow one dwelling that would potentially generate 10 traffic trips a day and forest use traffic would be minimal, except during harvest. Applicant does not propose changing the

functional classification of the road or standards implementing them. LDEP expressed no concern about the plan and zone amendment significantly affecting the existing transportation facility by allowing uses or levels of development that would be inconsistent with roads serving the property. Goal 12 is satisfied.

Goal 13: Energy Conservation. To conserve energy.

Both farm and forest uses are similar in nature, and changing the zone to FT will not create a more energy intensive use than is permitted in the EFU zone. An additional home site and continued forest use would not significantly increase energy consumption. Goal 13 is satisfied.

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

Changing the Marion County Comprehensive Plan designation to Farm/Timber and zoning to FT will not urbanize the subject property. Goal 14 does not apply.

Goals 15-19, Willamette River Greenway, Estuarine Resources, Coastal Shorelands, Beaches and Dunes, and Ocean Resources.

The subject site is not within the Willamette River Greenway, or near ocean or coastal related resources. These goals do not apply.

COMPREHENSIVE PLAN AMENDMENT

3. The Marion County Comprehensive Plan does not contain specific review criteria for plan amendments. However, all comprehensive plan amendments must be consistent with applicable MCCP goals and policies. If the subject property is designated Farm Timber, forest lands goals and policies will apply. Therefore, the proposal must be consistent with the forest lands and goals and policies.

Forest Land and Farm/Timber Land Policy 1: Protect the resource values of those areas designated as Forest Lands by applying a Timber Conservation [TC] zone consistent with OAR 660 Division 6.

Applicant asks for Farm/Timber rather than Forest Land designation. Forest Land designation, TC zoning and Forest Land and Farm/Timber Land Policy 1 do not apply.

Forest Land and Farm/Timber Land Policy 2: Protect the forest resource value of those areas designated as Farm/Timber Lands by applying a Farm/Timber zone consistent with OAR 660 Division 6.

Forest Land and Farm/Timber Land Policy 3: Protect the agricultural resource value of those areas designated as Farm/Timber Lands by applying a Farm/Timber zone consistent with OAR 660 Division 33.

The existing parcel has been in timber use as far back as records can be researched. The parcel has had commercial timber harvested through the years and has been replanted with commercial tree species. Applicant proposes Farm/Timber designation and FT zoning. The subject parcel contains woodland and high value farm soils. FT zoning will recognize the parcel's current forest use while also protecting it for any future agricultural use. If re-designated Farm/Timber, OAR 660, Divisions 6 and 33 will be applied as required, and policies 2 and 3 will be met.

Forest Land and Farm/Timber Land Policy 4: Non-forest and non-farm uses included in OAR 660-06-0025 and OAR 660-33-0120 may be allowed when the activity meets criteria that ensure there will be no significant adverse impacts on farm or forest practices occurring on nearby lands or increase risks associated with fire.

Any requested OAR 660-06-0025 or 660-33-0120 uses will be reviewed and required to comply with all state and local criteria, including special fire protection standards. Policy 4 is met.

Forest Land and Farm/Timber Land Policy 5: Subdivision development is prohibited and other land divisions creating new dwelling sites are not compatible with the protection and efficient management of Forest Lands and Farm/Timber Lands and are discouraged.

Subdivision is not requested or allowed under the proposed designation and zoning. Policy 5 is met.

Forest Land and Farm/Timber Land Policy 6: Division of forest lands and agricultural lands into parcels smaller than 80 acres may be permitted only for those non-forest uses specified in OAR 660 06 0026(2) and those non-farm uses specified in OAR 660 33 0120.

The minimum parcel size in the FT zone is 80 acres. The subject 21.67-acres are below that standard. Land division is not requested or allowed. Policy 6 is met.

Forest Land and Farm/Timber Land Policy 7: Lot line adjustments may be appropriate provided tracts over 80 acres are not reduced below 80 acres. Tracts capable of significant timber or agricultural production but already below 80 acres should not be reconfigured in a manner that makes them less suitable for timber or farm management.

No property line adjustments are requested, and any future property line adjustment request will be reviewed for compliance with applicable MCCP policies and MCC criteria. Policy 7 is met.

Forest Land and Farm/Timber Land Policy 8: Strict criteria should be applied to ensure that any dwellings and accessory structures permitted on existing parcels will not interfere with accepted forest or farm management practices on adjacent lands, have adequate road access, fire protection and domestic water supply, and do not increase fire hazards.

The applicant has submitted for a template test dwelling which will be reviewed for compliance applicable criteria in the Marion County Code. Policy 8 is met.

Forest Land and Farm/Timber Land Policy 9: If special siting and fire hazard protection requirements are imposed dwellings may be appropriate on existing parcels with low cubic foot per acre per year productivity, on parcels with timber management limitations due to the proximity of dwellings and a highly parcelized ownership pattern, or on existing parcels of 160 acres or more created prior to January 1, 1994. Dwellings allowed under OAR 660-06-0027(I)(a), (e) and (f), as limited in the TC zone, are consistent with this policy.

MCC 17.139.070 contains special siting and fire hazard protection requirements for the FT zone. If a dwelling is allowed on the subject property, it would have to meet any applicable OAR 660-006 and MCC chapter 17.139 requirements. Policy 9 is met.

Forest Land and Farm/Timber Land Policy 10: The siting of dwellings in the Farm/Timber zone must meet the applicable criteria in either OAR 660, Division 6 or 33 based on the predominant use of the tract on January 1, 1993.

Applicant purchased the property in September, 1992, and began restocking timber resources. A 1992 aerial photograph shows the subject property predominantly in trees. The parcel was in forest use on the January 1, 1993. If, in the future, a dwelling is requested for the parcel, it will be reviewed and have to comply with OAR 660-006 and MCC requirements. Policy 10 is met.

Applicant's proposal is consistent with statewide planning goals and the applicable goals and policies in the MCCP.

ZONE CHANGE

4. The criteria for a zone change are found in the Marion County Code Chapter 17.123.060:

A. The proposed zone is appropriate for the Comprehensive Plan land use designation on the property and is consistent with the goals and policies of the Comprehensive Plan and the description and policies for the applicable land use classification in the Comprehensive Plan; and

The zone will be consistent with the goals and policies of the comprehensive plan as the comprehensive plan will change with it and will match the land use pattern in the area which is a mix of farm and forest uses. The criterion is met.

B. The proposed change is appropriate considering the surrounding land uses and the density and pattern of development in the area; and

The zone will be consistent with the surrounding uses as it will match the land use pattern in the area which is a mix of farm and forest uses. The criterion is met.

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

The parcel is served by the Stayton Fire District, Marion County Sheriff's Office, has a public road providing access and will be served by a well and septic system. The criterion is met.

D. The other lands in the county already designated for the proposed use are either unavailable or not as well suited for the anticipated uses due to location, size or other factors; and

While the applicant is not proposing a specific use that needs to be located on the subject parcel, the applicant seeks to better align the present and future use of the parcel with its zoning. The applicant has no intentions to farm the property and would rather continue its commercial timber production use, which better suits the size and topography of the parcel. The criterion is met.

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

The new zone does not allow uses that are more intensive, rather it allows a combination of the same uses of the EFU zone with some added timber uses, which are already present on the site. By applying the FT zone to the property, there will be a benefit for the long term management of timber use. The new zone will better align the zoning with the present and future use of the parcel. The criterion is met.

TEMPLATE TEST

5. According to Chapter 17.139.030(B) of the Marion County Code (MCC) a single-family dwelling subject to the special use and siting requirements in MCC 17.139.070 may be allowed provided:

(a) The tract on which the dwelling will be sited does not include a dwelling. "Tract" means all contiguous lands in the same ownership. A tract shall not be considered to consist of less than the required acreage because it is crossed by a public road or waterway.

The subject parcel is owned by Jerome P. Lackner. Mr. Lackner does not own any other contiguous lands and there is not a dwelling on the subject property. The criterion is met.

(b) If the lot or parcel on which the dwelling will be sited was part of a tract on January 1, 2019, no dwelling existed on the tract on that date, and no dwelling exists or has been approved on another lot or parcel that was part of the tract. The other lots or parcels in the tract cannot be used to justify another forest dwelling. Evidence must be provided that covenants, conditions and restrictions have been recorded with the county clerk of the county or counties where the property is located for any other lot or parcel within the subject tract.

The Applicant owned the lot in 2019 and was not a part of any tract. There was no dwelling on the subject property in 2019 either. The criterion is met.

(c) The lot or parcel is:

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Jerome P. Lackner

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(1) *Predominantly composed of soils that are capable of producing zero to 49 cubic feet per acre per year of wood fiber, and there are within a 160-acre square centered on the center of the subject tract all or part of at least three other lots or parcels that existed on January 1, 1993, and all or part of at least three dwellings that existed on January 1, 1993 and continue to exist; or*

(2) *Predominantly composed of soils that are capable of producing 50 to 85 cubic feet per acre per year of wood fiber, and there are within a 160-acre square centered on the center of the subject tract all or part of at least seven other lots or parcels that existed on January 1, 1993, and all or part of at least three dwellings that existed on January 1, 1993 and continue to exist; or*

(3) *Predominantly composed of soils that are capable of producing more than 85 cubic feet per acre per year of wood fiber, and there are within a 160-acre square centered on the center of the subject tract all or part of at least eleven other lots or parcels that existed on January 1, 1993, and all or part of at least three dwellings that existed on January 1, 1993 and continue to exist; and*

(4) *If the tract is 60 acres or larger and abuts a road or perennial stream the measurements shall be made by using a 160-acre rectangle that is one mile long and one-fourth mile wide centered on the center of the subject tract and is to the maximum extent possible aligned with the road or stream; and*

If a road crosses the tract on which the dwelling will be located, at least one of the required dwellings shall be on the same side of the road as the proposed dwelling and be located within the 160-acre rectangle or within one-quarter mile from the edge of the subject tract and not outside the length of the 160-acre rectangle; or

(5) *If the tract abuts a road that existed on January 1, 1993 and subsection (D) of this section does not apply, the measurements may be made using a 160-acre rectangle that is one mile long and one-fourth mile wide centered on the center of the subject tract and is to the maximum extent possible aligned with the road.*

The FT zone permits dwellings that meet the template test criteria. The proposed dwelling will comply with the template test and is therefore not prohibited by the regulations. A study map produced by the Marion County Planning Division plots out a 160 acre square centered on the subject parcel that indicates that there are 20 lots with 10 dwellings in the study area. The study area encompasses an area that has been highly compromise by the Santiam Canyon fire, and many of the dwellings were destroyed and replaced.

The parcel can produce 2884.8 cubic feet per year of wood and abuts a road that did exist on January 1, 1993, Wagner Rd SE, as such, the applicants may use a square or rectangle to satisfy the template test. In this case, they have used a square that is aligned to the maximum extent with Wagner Rd SE. They have counted and marked on the map where 3 dwellings are that have existed since January 1, 1993 and the rectangle touches 20 total lots. There are no historic structures or sites. The criterion is met.

(6) Lots or parcels within an urban growth boundary cannot be used to satisfy the requirements in this subsection.

No lots located within an urban growth boundary were used in this analysis. The criterion is met.

(c) The proposed dwelling is not prohibited by and will comply with land use regulations and other provisions of law including Sections 110.830 through 110.836.

Applicant details compliance with MCC 17.110 through 17.110.836, and the proposal complies with the General Provisions Section of the MCC 17.110.830 – 17.110.836. The parcel is not within an identified groundwater limited area, and the proposed dwelling will use a domestic well that is exempt from requiring a water right. The subject parcel is not within 1,500 feet of an aggregate site, nor will a dwelling have an adverse impact of natural areas, noise impacts or wildlife habitats where the area is already developed with dwellings. The criterion is met.

(d) The dwelling will be consistent with the density policy if located in the big game habitat area identified in the Comprehensive Plan.

The parcel is not located within the Major Big Game Habitat Overlay. The criterion does not apply.

Development density shall be controlled so that significant wildlife habitat will not be adversely affected in the County's resource zones. The standards for dwelling density in big game habitat, as identified on the habitat maps, shall be: one dwelling unit/80 acres in major habitat; one dwelling unit/40 acres in peripheral habitat. If dwellings are clustered within 200 feet of each other, these densities may be doubled.

This criterion does not apply.

The special standards in MCC 17.139.070 include:

(a) Special Siting Requirements:

(1) Dwellings and structures shall comply with the special requirements in subsection (a)(2) or (3) of this section. Compliance with the provisions in subsection (a)(2) of this section and subsections (b), (f) and (g) satisfies the criteria in (a)(3) of this section. Alternative sites that meet the criteria in subsection (3) of this section and may be approved as provided in MCC 17.110.680.

(2) Siting Standards for Dwellings and Other Buildings.

A. Dwellings shall be at least 200 feet from any abutting parcel in farm use or timber production. Buildings other than a dwelling shall be located at least 100 feet from any abutting parcel in farm use or timber production.

This setback will be applied only to all property lines, as they all are in farm or forest use. The site plan submitted with this application meets this standard. The criterion is met.

B. The special setback in subsection (a)(2)(A) of this section shall not be applied in a manner that prohibits dwellings approved pursuant to ORS 195.300 to 195.336 nor should the special setback in subsection (a)(2)(A) of this section prohibit a claimant's application for homesites under ORS 195.300 to 195.336.

The setbacks will not be applied in such a way, the parcel is large enough to accommodate the setbacks. The criterion is met.

C. The dwelling or other building shall be located within 300 feet of the driveway entrance on an abutting public road; or, if the property does not abut a public road for a distance of at least 60 feet, the dwelling or other building shall be located within 300 feet of the point where the driveway enters the buildable portion of the property.

The parcel does not abut a public road, but is located directly southeast of Wagner Ln SE. It will be accessed by an approximately 400-foot-long easement that runs from the end of Wagner Ln SE through tax lot 1200 to the north and then the driveway will enter the subject property. The driveway on the subject property is 200 feet long and ends at a flat area, suitable for building, that is outside of the reforested area of the property. The criterion is met.

(3) Review criteria for alternative sites. Sites for dwellings or buildings that do not meet the siting requirements in subsection (a)(2) of this section may be approved if the proposed site will meet the following criteria:

- A. The site will have the least impact on nearby or adjoining forest or agricultural lands.*
- B. The site ensures that adverse impacts on forest operations and accepted farming practices on the tract will be minimized.*
- C. The amount of agricultural and forestlands used to site access roads, service corridors, the dwelling and structures is minimized.*
- D. The risks associated with wildfire are minimized.*

Applicant does not request an alternative site. The area was chosen by Applicant because it is relatively flat and outside of the reforested portion of the property. The criterion do not apply.

(b) Declaratory Statement. The owner of property for which a dwelling, structure or other specified use has been approved shall be required to sign and allow the entering of the following declaratory statement into the chain of title for the subject lots or parcels:

"The property herein described is situated in or near a farm or forest zone or area in Marion County, Oregon where the intent is to encourage, and minimize conflicts with, farm and forest use. Specifically, residents, property owners and visitors may be subjected to common, customary and accepted farm or forest management practices conducted in accordance with federal and state laws which ordinarily and necessarily

produce noise, dust, smoke and other impacts. The grantees, including their heirs, assigns and lessees do hereby accept the potential impacts from farm and forest practices as normal and necessary and part of the risk of establishing a dwelling, structure or use in this area, and I/We acknowledge the need to avoid activities that conflict with nearby farm or forest uses and practices I/We will not pursue a claim for relief or course of action alleging injury from farming or forest practice for which no action is allowed under ORS 30.936 or 30.937."

Compliance may be met through a condition of approval.

(c) Domestic Water Supply.

(1) The applicant shall provide evidence that the domestic water supply is from a source authorized in accordance with the Water Resources Department's administrative rules for the appropriation of ground water or surface water and not from a Class II stream as defined in the Forest Practices Rules (OAR Chapter 629).

(2) Evidence of a domestic water supply means verification from a water purveyor that the use described in the application will be served by the purveyor under the purveyor's rights to appropriate water; or a water use permit issued by the Water Resources Department for the use described in the application; or verification from the Water Resources Department that a water use permit is not required for the use.

(3) If the proposed water supply is from a well and is exempt from permitting requirements under ORS 537.545, the applicant shall submit the well contractor's report upon completion of the well.

This shall be made a condition of approval.

(e) Road Access. As a condition of approval, if road access to the dwelling is by a road owned and maintained by a private party or by the Oregon Department of Forestry, the Bureau of Land Management, or the U.S. Forest Service, the applicant shall provide proof of a long-term road access use permit or agreement. The road use permit may require the applicant to agree to accept responsibility for road maintenance.

Access is not being taken via a Forest Service Road, and the criterion do not apply.

(e) Tree Planting Requirements for Lots or Parcels over 10 Acres:

(1) Prior to issuance of a building or siting permit for a dwelling, approved under the provisions in MCC 17.139.030(A), (B) or (C), on a tract of more than 10 acres in size, the landowner shall plant a sufficient number of trees on the tract to demonstrate that the tract is reasonably expected to meet Department of Forestry stocking requirements at the time specified in Department of Forestry administrative rules.

(2) At the time required by the Department of Forestry rules the owner shall submit a stocking survey report to the county assessor and the assessor shall verify that the minimum stocking requirements have been met.

This shall be made a condition of approval.

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(f) Fire Protection.

(1) The dwelling shall be located upon a parcel within a fire protection district or shall be provided with residential fire protection by contract. If the dwelling is not within a fire protection district, the applicant shall provide evidence that the applicant has asked to be included within the nearest such district.

(2) If inclusion within a fire protection district or contracting for residential fire protection is impracticable, an alternative means for protecting the dwelling from fire hazards may be approved, pursuant to the procedures set forth in MCC 17.110.680, subject to the requirements of subsection (F)(3) of this section.

Applicant is within the Stayton Fire District. The criterion are met.

(3) Alternative means of fire protection may include a fire sprinkling system, on-site equipment and water storage or other methods that are reasonable, given the site conditions. The following requirements apply:

A. If a water supply is required for fire protection, it shall be a swimming pool, pond, lake, or similar body of water that at all times contains at least 4,000 gallons or a stream that has a continuous year round flow of at least one cubic foot per second. The applicant shall provide verification from the Water Resources Department that any permits or registrations required for water diversion or storage have been obtained or that permits or registrations are not required for the use.

B. Road access to the water supply required in subsection (F)(3)(A) of this section shall be provided to within 15 feet of the water's edge for fire-fighting pumping units. The road access shall accommodate the turnaround of fire fighting equipment during the fire season. Permanent signs shall be posed along the access route to indicate the location of the emergency water source.

The Stayton Fire Department has not commented regarding these requirements. At this time this section does not apply, but fire requirements may change when a building permit is applied for.

(g) Fire Hazard Reduction.

(1) The owners of a dwelling, or structure occupying more than 200 square feet, shall maintain a primary fuel-free break area on land surrounding the dwelling that is owned or controlled by the owner in accordance with the provision in "Recommended Fire Siting Standards for Dwellings and Structures and Fire Safety Design Standards for Roads" dated March 1, 1991, and published by the Oregon Department of Forestry.

(2) The dwelling shall have a fire-retardant roof.

(3) The dwelling shall not be sited on a slope of greater than 40 percent.

(4) If the dwelling has a chimney or chimneys, each chimney shall have a spark arrester.

This shall be made a condition of approval.

(h) Road and Drainage Standards.

(1) Public road access to structures of more than 200 square feet in area or a dwelling shall comply with Section 4 of the Marion County Department of Public Works

Engineering Standards adopted by the board of county commissioners April 11, 1990.

(2) Except for private roads and bridges accessing only commercial forest uses, private road or driveway access to structures of more than 200 square feet in area or a dwelling shall meet the requirements of the local fire protection district or forest protection district, except that the county maximum grade standard for a private road is 15 percent. A greater grade may be approved by the fire district or, if the site is not in a fire district, by the State Department of Forestry.

(3) Drainage standards for private roadways shall be those in Section 5 of the Public Works Engineering standards except that corrugated metal culverts of equivalent size and strength may be used.

This shall be made a condition of approval.

6. Applicant seeks to change the comprehensive plan designation from Primary Agriculture to Farm/Timber, which required consideration of the Forest Land and Farm/Timber Land policies. Marion County Planning found that the policies are satisfied and, if the Board of Commissioners (BOC) approves the comprehensive plan amendment, states that the proposed FT zone will be consistent with the Farm/Timber plan designation. MCC 17.123.060(A) is satisfied. Marion County Planning, and the hearings officer finds that the subject property contains sufficient FT zone characteristics and FT zoning can be applied here to protect this site for FT uses, and recommends the proposed zone change.
7. If the Board of Commissioners (BOC) approves the Zone Change/Comprehensive Plan Change/Administrative Review, Marion County Staff and the Hearings Officer recommend the following conditions:
 - A. The applicants shall obtain all permits required by the Marion County Building Inspection Division.
 - B. Prior to issuance of any building permits, the applicants shall sign and submit a Farm/Forest Declaratory Statement 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.
 - C. The proposed dwelling shall be located substantially as indicated on the site plan submitted with the application. Minor variations may be allowed upon review and approval by the Planning Director.
 - D. The owners shall maintain a fire hazard reduction plan as recommended by the Oregon Department of Forestry.

E. The proposed dwelling shall meet the fire protection and hazard reductions as listed in MCC 17.139.070.

F. The dwelling shall maintain a special 200-foot setback from all property lines. Accessory structures shall maintain a special 100-foot setback from surrounding properties in farm or timber production.

G. The applicant shall provide evidence that the domestic water supply is from a source authorized in accordance with the Water Resources Department's administrative rules for the appropriation of ground water or surface water and not from a Class II stream as defined in the Forest Practices Rules (OAR Chapter 629).

H. Prior to issuance of a building or siting permit for a dwelling, approved under the provisions in MCC 17.139.030(A), (B) or (C), on a tract of more than 10 acres in size, the landowner shall plant a sufficient number of trees on the tract to demonstrate that the tract is reasonably expected to meet Department of Forestry stocking requirements at the time specified in Department of Forestry administrative rules.

I. All standards contained in MCC 17.139.070 shall be made conditions of approval.

J. As an advisory, the applicant should contact the Stayton 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.

8. The proposed conditions of approval are necessary for the public health, safety, and welfare.

VII. Recommendation

It is hereby found that Applicant has met the burden of proving the applicable standards and criteria for approval of a zone change, comprehensive plan change, and administrative review to change the zone from EFU (Exclusive Farm Use) to FT (Farm Timber) zone; to change the comprehensive plan designation from Primary Agriculture to Farm Timber, and to establish a template test dwelling on 21.67 acre parcel in the EFU (Exclusive Farm Use) zone located at the end of Wagner Lane SE in the 22600 block (T9S; Range 2E; Section 18A; Tax Lot 100).

Therefore, the Hearings Officer recommends that the Marion County Board of Commissioners **GRANT** the Application subject to the following conditions that are necessary for the public health, safety, and welfare:

1. Applicant shall obtain all permits required by the Marion County Building Inspection Division.
2. Prior to issuance of any building permits, the applicants shall sign and submit a Farm/Forest Declaratory Statement 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.

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Jerome P. Lackner

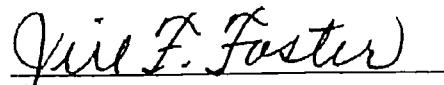
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3. The proposed dwelling shall be located substantially as indicated on the site plan submitted with the application. Minor variations may be allowed upon review and approval by the Planning Director.
4. Applicant/Owner shall maintain a fire hazard reduction plan as recommended by the Oregon Department of Forestry.
5. The proposed dwelling shall meet the fire protection and hazard reductions as listed in MCC 17.139.070.
6. The dwelling shall maintain a special 200-foot setback from all property lines. Accessory structures shall maintain a special 100-foot setback from surrounding properties in farm or timber production.
7. Applicant shall provide evidence that the domestic water supply is from a source authorized in accordance with the Water Resources Department's administrative rules for the appropriation of ground water or surface water and not from a Class II stream as defined in the Forest Practices Rules (OAR Chapter 629).
8. Prior to issuance of a building or siting permit for a dwelling, approved under the provisions in MCC 17.139.030(A), (B) or (C), on a tract of more than 10 acres in size, the landowner shall plant a sufficient number of trees on the tract to demonstrate that the tract is reasonably expected to meet Department of Forestry stocking requirements at the time specified in Department of Forestry administrative rules.
9. Applicant shall comply with all standards contained in MCC 17.139.070. shall be made conditions of approval.
10. As an advisory, Applicant should contact the Stayton 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. Referral

This document is a recommendation to the Marion County Board of Commissioners. The Board will make the final determination on this Application after holding a public hearing. The Planning Division will notify all parties of the hearing date.

DATED at Salem, Oregon, this 30th day of June, 2025.



Jill F. Foster
Marion County Hearings Officer

CERTIFICATE OF MAILING

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

Norman Bickell
2232 42nd Ave SE, #771
Salem, Oregon 97317
Nbickell0027@aol.com

Area Advisory Committee 8: (via email)
Eugene Fief
20293 N Santiam Hwy
Stayton, OR 97383
genefief5310@gmail.com

Randall Tinney
PO BOX 242
Mehama, OR 97384

Roger Kaye
Friends of Marion County
Rkaye2@gmail.com
P.O. Box 3274
Salem, OR 97302

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

County Agencies Notified:

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

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

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

Fire District: (via email)
Stayton Fire District

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jack.carriger@staytonfire.org

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

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

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

School District: (via email)
North Santiam School District
20256 Grim Rd. NE
Aurora, OR 97002
ginger.redlinger@nsantiam.k12.or.us

State Agencies Notified: (via email)
karen.grosulak-mccord@dlcd.oregon.gov
sarah.marvin@state.or.us
hilary.foote@state.or.us
odfw.info@state.or.us

Special Agencies Notified: (via email)
Jill Engel
PO Box 1261
Salem, OR 97303
info@marioncfarm.com

CERTIFICATE OF MAILING (ZC / CP / AR 25-001 Jerome P. Lackner)

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 30th day of June, 2025 and that the postage thereon was prepaid.



Administrative Assistant to the
Hearings Officer

CERTIFICATE OF MAILING (ZC / CP / AR 25-001 Jerome P. Lackner)



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 8/27/2025

Department: Public Works

Title: Public Hearing to Consider Changes to Certain Marion County Solid Waste Rates

Management Update/Work Session Date: WS-06/26/2025 & MU-08/19/2025 Audio/Visual aids

Time Required: 15 min Contact: Cory Swartwout Phone: 503-365-3178

Requested Action: Approve recommended changes to Marion County Solid Waste Disposal Rates.

Issue, Description & Background: A number of rates charged by Marion County for the disposal of in-county solid waste are lower than Marion County's actual cost of disposal. Staff recommend changes to certain Marion County Solid Waste Disposal Rates to match current operating costs or to match current market rates.

Financial Impacts: The recommended rate changes would generate an estimated \$1,700,000 in revenue per year to the Environmental Services Fund, based on current solid waste volumes.

Impacts to Department & External Agencies:

List of attachments: Order, Exhibit A

Presenter: Brian May

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas
Date: 2025.08.13 09:21:07 -07'00'

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the Matter of Changes to the)
Solid Waste Disposal Rate Schedule)

ORDER No. _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on August 27, 2025, to consider changes to the Solid Waste Disposal Rate Schedule.

WHEREAS, Marion County Code Chapter 8.05 as amended, and Oregon Revised Statute 459.125 give the board the authority to establish and regulate the rates and charges for solid waste service in the county; and

WHEREAS, the Marion County Board of Commissioners hereby finds, after conducting a public hearing on the subject and reviewing the factors set forth in Marion County Code Section 8.05.500 and staff recommendations, that the rates and their timing as set forth on Exhibit A attached hereto are appropriate and reasonable for providing service for waste collection and recycling; now, therefore,

IT IS HEREBY ORDERED that the rates set forth in Exhibit A shall become effective on the dates indicated in Exhibit A and shall be in effect until replaced.

DATED at Salem, Oregon, this 27th day of August, 2025.

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

Exhibit A

Site	Current	Recommended Rate Changes	
		October 1, 2025	July 1, 2026
SKRTS & NMTS			
Municipal Solid Waste (MSW) - Garbage			
Min. Charge for up to 460 lbs.	\$25.00	\$30.00	
Rate Per Ton (2,000 lbs.)	\$107.45	\$130.00	
YARD DEBRIS			
Min. Charge for up to 500 lbs.	\$15.00	\$20.00	
Rate Per Ton (2,000 lbs.)	\$59.49	\$80.00	
Brown's Island Composting			
Min. Charge	\$15.00/YD*	\$15.00/YD**	
Rate for Additional Yard(s)	\$10.00/YD	\$15.00/YD	
Government Rate	\$5.00/YD	\$7.50/YD	\$15.00/YD

* \$15.00 minimum for up to 2-yards. \$10.00 for each additional yard

** \$15.00 minimum. \$15.00 for each additional yard

Marion County Solid Waste Rates Changes

PUBLIC HEARING – AUGUST 27, 2025

Exhibit A

Site	Current	Recommended Rate Changes	
		October 1, 2025	July 1, 2026
SKRTS & NMTS			
Municipal Solid Waste (MSW) - Garbage			
Min. Charge for up to 460 lbs.	\$25.00	\$30.00	
Rate Per Ton (2,000 lbs.)	\$107.45	\$130.00	
YARD DEBRIS			
Min. Charge for up to 500 lbs.	\$15.00	\$20.00	
Rate Per Ton (2,000 lbs.)	\$59.49	\$80.00	
Brown's Island Composting			
Min. Charge	\$15.00/YD*	\$15.00/YD**	
Rate for Additional Yard(s)	\$10.00/YD	\$15.00/YD	
Government Rate	\$5.00/YD	\$7.50/YD	\$15.00/YD

* \$15.00 minimum for up to 2-yards. \$10.00 for each additional yard

** \$15.00 minimum. \$15.00 for each additional yard