MARION COUNTY BOARD OF COMMISSIONERS

"Delivering Excellence Everyday"

Wednesday, June 17, 2026
Board Session 9:00 a.m.

Senator Hearing Room
555 Court Street NE, Salem

PUBLIC COMMENT

CONSENT

BUSINESS SERVICES

1. Approve the Standard Professional Services Contract with Westech Engineering, Inc. in the not-to-exceed amount of $238,592.70 to provide architectural and engineering services for restructuring and refurbishing the parking lot and for storm system repair at Marion County's Health and Human Services and Juvenile Department Center Street campus in Salem, Oregon through January 31, 2028.

FINANCE

2. Approve a resolution to establish the Interest Investment Fund and the Public Safety Radio Fund as new funds beginning in the Marion County Fiscal Year 2026-27 Budget.

HEALTH AND HUMAN SERVICES

3. Approve Amendment #2 to the Incoming Funds Amended and Restated Contract for Services with Silverton Health, dba, Legacy Silverton Medical Center to add $97,000 for a new not-to-exceed contract total of $217,000 and extend the term date to June 30, 2028, for the Marion County Health and Human Services (MCHHS), Behavioral Health Crisis Center (BHCC) to provide crisis services for the medical center.

PUBLIC WORKS

4. Approve Amendment #1 to the incoming funds Intergovernmental Agreement (IGA) with the East Salem Service District (ESSD) to add $605,241 for a new IGA total of $5,961,752, update funding and billing language, and extend the term date to June 30, 2031, for Municipal Separate Storm Sewer System (MS4) services provided by the county to the ESSD.

5. Approve the Grant Agreement with the Oregon Department of Emergency Management (OEM) in the amount of $238,810, of which an estimated $119,405 will utilize federal funding and an estimated $119,405 will utilize county funding to supplement Marion County's day-to-day operational costs for emergency management through June 30, 2026.

6. Approve the Construction Contract with Mid Valley Excavation, LLC, in the amount of $208,304 to construct advisory curve signs on various roadway corridors throughout Marion County through October 31, 2027.

ACTION

BOARD OF COMMISSIONERS

Board Committee Appointment – Fair Board

7. Consider approval of an order appointing Jeffrey Simons to the Marion County Fair Board with a term date ending December 31, 2027. –Chip Bury

PUBLIC WORKS

8. Consider the adoption of an administrative ordinance for Zone Change / Subdivision Case #26-002 / Antonio Diaz. –Gillian Peden

9. Consider the adoption of an administrative ordinance concurring in an amendment to the City of Silverton Comprehensive Plan Map to change the designation on a 3.72-acre parcel located within the Urban Growth Boundary (UGB) of the City of Silverton from Industrial to Single-Family Residential. –John Speckman

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

FINANCE

A. Public hearing to consider adopting the Fiscal Year 2025-26 Second Supplemental Budget. –Daniel Adatto

B. Public hearing to consider adopting the Fiscal Year 2026-27 Budget. –Jan Fritz and Daniel Adatto

ACTION

FINANCE

10. Consider approval of a resolution to adopt the second supplemental budget and make appropriations for fiscal year 2025-26. **(TO BE ACTED ON FOLLOWING THE PUBLIC HEARING)** –Daniel Adatto

11. Consider approval of a resolution to adopt the budget, make appropriations, and impose and categorize taxes for fiscal year 2026-27. **(TO BE ACTED ON FOLLOWING THE PUBLIC HEARING) –**Jan Fritz and Daniel Adatto

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

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

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 17, 2026

Department: Business Services

Title: Center Street Campus Parking Lot Refurbishment A&E Services

Management Update/Work Session Date: June 2, 2026 **Audio/Visual aids** ☐

Time Required: 10 min **Contact:** Tamra Goettsch **Phone:** x3200

Requested Action:
Consider approval of the A&E Professional Services Contract with Westech Engineering, Inc. for the design services of the Center Street campus parking lot refurbishment in Salem, Oregon.

Issue, Description & Background:
The Center St. Campus, which houses the Health & Human Services department and Juvenile department, needs its driveways and parking lots refurbished, storm drains replaced, and additional parking spaces added to handle its needs. The storm drains have a substantial amount of tree roots growing in them, requiring yearly maintenance to clear them out. With the new Health & Human Services building and the growth of both departments, additional parking spaces are badly needed.

Financial Impacts:
$238,592.70 CIP 25-004

Impacts to Department & External Agencies:
No impacts to other departments outside of Juvenile and Health & Human Services. Project coordination to be managed by Business Services.

List of attachments:
Contract and Exhibits A-D

Presenter:
Tamra Goettsch

Department Head Signature:


Contract Review Sheet

A&E Standard Prof Svcs Agmnt **BS-6973-26**

Title: **Center Street Campus Parking Lot Refurbishment A&E Services**

Contractor's Name: **Westech Engineering Inc**

Department: **Business Services Department** Contact: **Vanessa Keck**

Analyst: **Chalyce MacDonald** Phone #: **(503) 566-3910**

Term - Date From: **Execution** Expires: **January 31, 2028**

Original Contract Amount: **$ 238,592.70** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 238,592.70** Amd% **0%**

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

Source Selection Method: **20-0260 Request for Proposal** RFP# **BS1696-25**

Description of Services or Grant Award

Architectural & engineering services for the design of the parking lot refurbishment, storm system repair, and parking restructuring at the Center Street campus.

Desired BOC Session Date: **6/17/2026** Contract should be in DocuSign by: **5/27/2026**

Agenda Planning Date **6/4/2026** Printed packets due in Finance: **6/2/2026**

Management Update **6/9/2026** BOC upload / Board Session email: **6/3/2026**

BOC Session Presenter(s) **Tamra Goettsch** Code: **Y**

REQUIRED APPROVALS

Chalyce MacDonald	05/15/2026	Vanessa Keck	05/15/2026
Finance - Contracts	Date	Contract Specialist	Date
Andrew Mittendorf	05/19/2026	Jan Fritz Jan Fritz (May 19, 2026 23:26:41 PDT)	05/19/2026
Legal Counsel	Date	Chief Administrative Officer	Date

MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT

(Architectural, Engineering, Land Surveying and Related Services)

THIS PROFESSIONAL SERVICES CONTRACT (the "Contract") is between Marion County, a political subdivision of the State of Oregon, by and through its Business Services Department, (the "Owner"), and:

Company:	**Westech Engineering Inc**	Contract #:	**BS-6973-26**
Address:	**3841 Fairview Industrial Dr SE Ste 100**	Email:	**office@westech-eng.com**
City, State Zip:	**Salem, OR, 97302**		
Phone:	**503-585-2474**		

(the "Consultant") (collectively Owner and Consultant are referred to as the "Parties"). This Contract is for all Services related to completion of the project more particularly described as follows (the "Project"):

Architectural & engineering services for the design of the parking lot refurbishment, storm system repair, and parking restructuring at the Center Street campus to provide expanded parking capacity for the campus.

This Contract shall become effective on the date that the Contract is fully executed by the Parties and all required Marion County approvals have been obtained (the "Effective Date"). No Services shall be performed prior to the Effective Date. The Contract shall expire, unless otherwise terminated or extended, on January 31, 2028. Generally, the Services to be performed by Consultant on the Project consist of the following (the "Services"):

Evaluate the condition of the existing paving based on the Geotechnical report provided by the Owner, and storm drain system based on closed-circuit television (CCTV) scoping provided by the Owner, and provide construction documents for replacement and/or repairs, additional parking areas, and lighting.

The Services are more specifically described in the EXHIBIT A, Statement of Work. Owner agrees to pay Consultant a sum not to exceed $238,592.70 for performance of the Services, which shall include all allowable expenses. Progress payments shall be made in accordance with EXHIBIT B, Consultant Compensation.

This Contract consists of these introductory provisions and the signature page(s), Section 1-Relationship of the Parties, Section 2-Consultant's Responsibilities; Representations and Warranties, Section 3-Responsibilities of Owner; Special Contract Provisions, Section 4-General Contract Provisions and the following exhibits attached hereto and incorporated herein by this reference:

EXHIBIT A: Statement of Work
EXHIBIT B: Consultant Compensation
EXHIBIT C: Insurance Provisions
EXHIBIT D: Special Contract Provisions
EXHIBIT E: Critical Date Schedule
EXHIBIT F: Rate Schedule
EXHIBIT G: Assumptions and Exclusions

THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTERS ADDRESSED HEREIN. THE TERMS OF THIS CONTRACT CANNOT BE WAIVED, ALTERED, MODIFIED, SUPPLEMENTED OR AMENDED, IN ANY MANNER

WHATSOEVER, EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE PARTIES AND CONTAINING ALL REQUIRED APPROVALS. ANY SUCH WAIVER, ALTERATION, MODIFICATION, SUPPLEMENTATION OR AMENDMENT SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, REGARDING THIS CONTRACT EXCEPT AS CONTAINED, INCORPORATED, OR REFERENCED HEREIN. CONSULTANT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS THIS CONTRACT, AND AGREES TO BE BOUND BY ALL OF THIS CONTRACT'S TERMS AND CONDITIONS. THIS CONTRACT, AND ANY AMENDMENTS TO IT, MAY BE EXECUTED IN COUNTERPARTS (EACH OF WHICH SHALL BE AN ORIGINAL AND ALL OF WHICH SHALL CONSTITUTE BUT ONE AND THE SAME INSTRUMENT) OR IN MULTIPLE ORIGINALS.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

_____
Chair Date

_____
Commissioner Date

_____
Commissioner Date

Authorized Signature: _____ 05/18/2026
Department Director or designee Date

Authorized Signature: Jan Fritz
Jan Fritz (May 19, 2026 23:26:41 PDT) 05/19/2026
Chief Administrative Officer Date

Reviewed by Signature: _____ 05/19/2026
Marion County Legal Counsel Date

Reviewed by Signature: _____ 05/15/2026
Marion County Contracts & Procurement Date

WESTECH ENGINEERING, INC. SIGNATURE

Authorized Signature: _____
Date

Title: _____

1 RELATIONSHIP OF THE PARTIES

1.1 Consultant shall provide the Services for the Project in accordance with the terms and conditions of this Contract. Consultant's performance of Services shall be as a professional consultant to Owner to carry out the Project and to provide the technical documents and supervision to achieve Owner's Project objectives.

1.2 In administering this Contract, Owner may retain the services of an independent project manager and other consultants as needed to fulfill Owner's objectives.

1.3 Consultant shall provide a list of all sub-consultants which Consultant intends to utilize on the Project (the "Sub-consultants"). This list shall include such information on the qualifications of the Sub-consultants as may be requested by Owner. Owner reserves the right to review the Sub-consultants proposed. Consultant shall not retain a Sub-consultant to which Owner has a reasonable objection.

1.4 Consultant acknowledges that this Contract was awarded on the basis of the unique background and abilities of the key personnel of Consultant and Sub-consultants identified by Consultant (collectively, the "Key Personnel" and individually, the "Key Person"). Therefore, Consultant shall make available Key Personnel as identified in its proposal. Consultant shall provide to Owner a list of the proposed Key Personnel to be assigned to the Project. This list shall include such information on the professional background of each Key Person as may be requested by Owner. If any Key Person becomes unavailable to Consultant, the Parties shall mutually agree upon an appropriate replacement. Without prior notice to, and the written consent of, Owner, Consultant shall not: (i) re-assign or transfer any Key Person to other duties or positions so that the Key Person is unable to fully perform his or her responsibilities under the Contract; (ii) allow any Key Person to delegate to anyone his or her performance of any management authority or other responsibility required under the Contract; or (iii) substitute any Key Person. Any of these actions shall constitute a material breach of the Contract. Consultant shall remove any individual or Sub-consultant from the Project if so directed by Owner in writing following discussion with Consultant, provided that Consultant shall have a reasonable time period within which to find a suitable replacement.

2 CONSULTANT'S RESPONSIBILITIES; REPRESENTATIONS AND WARRANTIES

2.1 Consultant agrees that:

2.1.1 The phrase "Standard of Care" that is used in this Contract is defined as follows: the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions (the "Standard of Care");

2.1.2 Consultant shall perform all Services in accordance with the Standard of Care;

2.1.3 Consultant shall prepare, in accordance with the Standard of Care, all drawings, specifications, deliverables and other documents so that they accurately reflect, fully comply with and incorporate all applicable laws, rules, and regulations, and so that they are complete and functional for the purposes intended, except as to any deficiencies which are due to causes beyond the control of Consultant;

2.1.4 Consultant shall be responsible for correcting any inconsistencies, errors or omissions in the drawings, specifications, deliverables and other documents prepared by Consultant at no additional cost to Owner;

2.1.5 Owner's review or acceptance of documents shall not be deemed as approval of the adequacy of the drawings, specifications, deliverables, and other documents. Any review or acceptance by Owner will not relieve Consultant of any responsibility for complying with the Standard of Care;

2.1.6 Except as provided in Supplemental Services addressed within Exhibits A and B, Consultant shall, at no additional cost to Owner, render assistance to Owner in resolving problems or other issues relating to the Project design or to specified materials;

2.1.7 During the term of the Contract, Consultant shall obtain, hold, maintain and fully pay for all licenses and permits required by law for Consultant to conduct its business and perform the Services. During the term of the Contract, Owner shall pay for, and Consultant shall obtain, hold and maintain all licenses and permits required for the Project, unless otherwise specified in the Contract. Consultant shall review the Project site and the nature of the Services and advise Owner throughout the course of the Project as to the necessity of obtaining all Project permits and licenses, the status of the issuance of any such permits and licenses, and any issues or impediments related to the issuance or continuation of any such permits and licenses; and

2.1.8 Consultant shall pay all Sub-consultants and other subcontractors as required by Consultant's contracts with those Sub-consultants and subcontractors. Consultant agrees that Owner has no direct or indirect contractual obligation or other legal duty whatsoever to pay the Sub-consultants and other subcontractors of Consultant or otherwise ensure that Consultant makes full and timely payment to those Sub-consultants and subcontractors for services performed on the Project.

2.2 Consultant represents and warrants to Owner that:

2.2.1 Consultant has the power and authority to enter into and perform this Contract; the persons executing this Contract on behalf of Consultant have the actual authority to bind Consultant to the terms of this Contract;

2.2.2 When executed and delivered, this Contract shall be a valid and binding obligation of Consultant enforceable in accordance with its terms; the provisions of this Contract do not conflict with or result in a default under any agreement or other instrument binding upon Consultant and do not result in a violation of any law, regulation, court decree or court order or other legal process applicable to Consultant;

2.2.3 Consultant shall, at all times during the term of this Contract, be duly licensed to perform the Services, and if there is no licensing requirement for the profession or Services, be duly qualified and competent;

2.2.4 Consultant is an experienced firm having the skill, legal capacity, and professional ability necessary to perform all the Services required under this Contract and to design and administer a project having the scope and complexity of the Project;

2.2.5 Consultant has the capabilities and resources necessary to perform Consultant's obligations under this Contract;

2.2.6 Consultant is, or shall become, in a manner consistent with the Standard of Care, familiar with all current laws, rules, and regulations which are applicable to the design and construction of the Project;

2.2.7 All Services shall be performed in accordance with the Standard of Care;

2.2.8 The Project, when completed and if constructed in accordance with the intent established by the drawings, specifications, deliverables and other documents prepared by Consultant pursuant to this Contract, shall be structurally sound and a complete and properly functioning facility suitable for the purposes for which it is intended; and

2.2.9 The published specifications of the "Automated Systems" that Consultant has specified, designated, and planned pursuant to this Contract conform to the Contract requirements. For the purposes of this subsection, "Automated Systems" shall mean any computers, software, firmware, HVAC systems, elevators, electrical systems, fire or life safety systems, security systems and any other electrical, mechanized, or computerized devices serving the Project.

2.3 The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in this Contract or at law.

3 RESPONSIBILITIES OF OWNER; SPECIAL CONTRACT PROVISIONS

Owner's responsibilities under this Contract, and certain additional responsibilities of Consultant, are set forth in Exhibit D-Special Contract Provisions.

4 GENERAL CONTRACT PROVISIONS

4.1 ***Contract Performance.*** Consultant shall at all times perform the Services diligently and without delay and shall punctually fulfill all Contract requirements consistent with the schedule for the performance of Services set forth in Exhibits A and E. Expiration or termination of the Contract shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance. Time is of the essence in the performance of this Contract.

4.2 ***Access to Records.*** For not less than ten (10) years after the Contract's expiration or termination, Owner, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Consultant and the Sub-consultants which pertain to the Contract for the purpose of making audits, examination, excerpts, and transcripts. If, for any reason, any part of this Contract, any Project-related consultant contract or any Project-related construction contract(s) is involved in litigation, Consultant shall retain all pertinent records for not less than seven (7) years or until all litigation is resolved, whichever is longer. Consultant shall provide Owner and the other entities referenced above with full access to these records in preparation for and during litigation.

4.3 ***Funds Available and Authorized.*** Owner reasonably believes as of the Effective Date that sufficient funds are available and authorized for expenditure to finance the cost of this Contract within Owner's

appropriation or limitation. Consultant understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, Owner's payment of amounts under this Contract attributable to Services performed after the last day of the current budget cycle is contingent upon County budgeting and appropriating funds or other expenditure authority sufficient to allow County, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

4.4 ***Insurance.*** Consultant shall maintain in effect for the duration of this Contract, or any other time periods required herein, the insurance set forth in Exhibit C-Insurance Provisions.

4.5 Indemnity.

4.5.1 CLAIMS FOR OTHER THAN PROFESSIONAL LIABILITY. CONSULTANT SHALL INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS OWNER, AND ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF WHATSOEVER NATURE RESULTING FROM OR ARISING OUT OF THE ACTS OR OMISSIONS OF CONSULTANT OR ITS SUB-CONSULTANTS, SUBCONTRACTORS, AGENTS, OR EMPLOYEES UNDER THIS CONTRACT.

4.5.2 CLAIMS FOR PROFESSIONAL LIABILITY. CONSULTANT SHALL INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS OWNER, AND ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF WHATSOEVER NATURE ARISING OUT OF THE PROFESSIONALLY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF CONSULTANT OR ITS SUB CONSULTANTS, SUBCONTRACTORS, AGENTS, OR EMPLOYEES IN THE PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS CONTRACT.

4.5.3 Owner Defense Requirements. Notwithstanding the obligations under Sections 4.5.1 and 4.5.2, neither Consultant nor any attorney engaged by Consultant shall defend any claim in the name of Marion County, nor purport to act as legal representative of Marion County or any of its agencies, without the prior written consent of Marion County Legal Counsel. Owner may, at any time and at its election, assume its own defense and settlement of any claims in the event that: it determines that Consultant is prohibited from defending Marion County; Consultant is not adequately defending Marion County's interests; an important governmental principle is at issue; or it is in the best interests of Marion County to do so, Marion County reserves all rights to pursue any claims it may have against Consultant if Marion County elects to assume its own defense.

4.5.4 Owner's Actions. This Section 4.5 does not include indemnification by Consultant of Owner or their officers, agents, and employees, for the acts or omissions of the Owner or their officers, agents, and employees, whether within the scope of the Contract or otherwise.

4.6 Consultant's Status.

4.6.1 Consultant shall perform all Services as an independent contractor. Although Owner reserves the right to set the delivery schedule for the Services to be performed and to evaluate the quality of

the completed performance, Owner cannot and will not control the means and manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the Services. Consultant, Consultant's employees and the Sub-consultants are not "officers, employees, or agents" of Owner, as those terms are used in ORS 30.265.

4.6.2 Consultant shall not have control or charge of, and shall not be responsible for, the acts or omissions of other consultants or contractors under contract with Owner who are performing services or construction work on the Project. However, this provision does not in any way change Consultant's professional responsibility to report to Owner any information, including information on the performance of consultants or contractors outside the control or charge of Consultant, concerning activities or conditions that have or could have an adverse effect on Owner or the Project.

4.6.3 Consultant is not a contributing member of the Public Employee's Retirement System and will be responsible for any federal, state, or other taxes applicable to any compensation or payments paid to Consultant under this Contract. Consultant will not be eligible for any benefits from any payments made under this Contract for federal Social Security, unemployment insurance, or worker's compensation, except as a self-employed individual. If any payment under this Contract is to be charged against federal funds, Consultant certifies that it is not currently employed by the federal government.

4.7 ***Successors & Assignments.*** The provisions of this Contract shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. After the original Contract is executed, Consultant shall not enter into any Sub-consultant agreements for any of the Services or assign or transfer any of its interest in this Contract, without the prior written consent of Owner.

4.8 ***Compliance with Applicable Law.*** Consultant shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Services. Owner's performance under this Contract is conditioned upon Consultant's compliance with the provisions of ORS 279C.505, 279C.515, 279C.520, and 279C.530, which are hereby incorporated by reference. Consultant, the Sub-consultants, if any, and all employers providing Services, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017.

4.9 ***Governing Law; Jurisdiction; Venue.*** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Owner and Consultant that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this "Governing Law; Jurisdiction; Venue" section be construed as a waiver by Marion County of any form of defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution or otherwise. CONSULTANT, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

4.10 Tax Compliance Certification.

4.10.1 By signature on this Contract, the undersigned certifies under penalty of perjury that the undersigned is authorized to act on behalf of Consultant and that Consultant is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws.

4.10.2 For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), the elderly rental assistance program under ORS 310.630 to 310.706, and any local taxes administered by the Department of Revenue under ORS 305.620.

4.11 ***Severability.*** The Parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

4.12 ***Force Majeure.*** Neither party shall be held responsible for delay or default in the performance of its obligations due to a cause beyond its reasonable control, including, but not limited to fire, riot, acts of God, terrorist acts or war where such cause was beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

4.13 ***Waiver.*** The failure of Owner to enforce any provision of this Contract shall not constitute a waiver by Owner of that or any other provision.

4.14 ***Third Party Beneficiaries.*** Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against Owner or Consultant. Consultant's Services under this Contract shall be performed solely for Owner's benefit and no other entity or person shall have any claim against Consultant because of this Contract for the performance or nonperformance of Services hereunder.

4.15 Ownership of Work Product; Confidentiality.

4.15.1 Definitions. As used in this Contract, the following terms have the meanings set forth below:

4.15.1.1 "Consultant Intellectual Property" means any intellectual property that is owned by Consultant and developed independently from this Contract and that is applicable to the Services or included in the Work Product.

4.15.1.2 "Third Party Intellectual Property" means any intellectual property that is owned by parties other than Owner or Consultant and that is applicable to the Services or included in the Work Product.

4.15.1.3 "Work Product" means the Services Consultant delivers or is required to deliver to Owner under this Contract. Work Product includes every invention, discovery, work of authorship,

trade secret or other tangible or intangible item and all intellectual property rights therein, and all copies of plans, specifications, reports, and other materials, whether completed, partially completed or in draft form.

4.15.2 Work Product. Except as provided in Sections 4.15.3 and 4.15.4, all Work Product created by Consultant pursuant to this Contract, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire" or an employment to invent, shall be the exclusive property of Owner. Owner and Consultant agree that such original works of authorship are "work made for hire" of which Owner is the author within the meaning of the United States Copyright Act. To the extent that Owner is not the owner of the intellectual property rights in such Work Product, Consultant hereby irrevocably assigns to Owner any and all of its rights, title, and interest in all original Work Product created pursuant to this Contract, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Owner's reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in Owner. Consultant forever waives any and all rights relating to original Work Product created pursuant to this Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

4.15.3 Consultant Intellectual Property. In the event that Consultant Intellectual Property is necessary for the use of any Work Product, Consultant hereby grants to Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use Consultant Intellectual Property, including the right of Owner to authorize contractors, consultants and others to use Consultant Intellectual Property, for the purposes described in this Contract.

4.15.4 Third Party Intellectual Property. In the event that Third Party Intellectual Property is necessary for the use of any Work Product, Consultant shall secure on Owner's behalf and in the name of Owner, an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the Third-Party Intellectual Property, including the right of Owner to authorize contractors, consultants and others to use the Third Party Intellectual Property, for the purposes described in this Contract.

4.15.5 Consultant Intellectual Property-Derivative Work. In the event that Work Product created by Consultant under this Contract is a derivative work based on Consultant Intellectual Property or is a compilation that includes Consultant Intellectual Property, Consultant hereby grants to Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of Consultant Intellectual Property employed in the Work Product, including the right of Owner to authorize contractors, consultants and others to use the pre-existing elements of Consultant Intellectual Property employed in a Work Product, for the purposes described in this Contract.

4.15.6 Third Party Intellectual Property-Derivative Work. In the event that Work Product created by Consultant under this Contract is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Consultant shall secure on Owner's behalf and in the name of Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of the Third Party Intellectual Property employed in a Contract Work Product, including the right to authorize contractors,

consultants and others to use the pre-existing elements of the Third Party Intellectual Property employed in a Contract Work Product, for the purposes described in this Contract.

4.15.7 Limited Owner Indemnity. To the extent permitted by the Oregon Constitution, Article XI, Section 7, and by the Oregon Tort Claims Act, ORS 30.260 through 30.397, Consultant shall be indemnified and held harmless by Owner from liability arising out of re-use or alteration of the Work Product by Owner which was not specifically contemplated and agreed to by the Parties in this Contract or under separate contract.

4.15.8 Consultant Use of Work Product. Consultant may refer to the Work Product in its brochures or other literature that Consultant utilizes for advertising purposes and, unless otherwise specified, Consultant may use standard line drawings, specifications, and calculations on other, unrelated projects.

4.15.9 Confidential Information. Consultant acknowledges that it or its employees, Sub-consultants, subcontractors or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is the confidential information of Owner or Owner's clients. Any and all information provided by Owner and marked confidential, or identified as confidential in a separate writing, that becomes available to Consultant or its employees, Sub-consultants, subcontractors or agents in the performance of this Contract shall be deemed to be confidential information of Owner ("Confidential Information"). Any reports or other documents or items, including software, that result from Consultant's use of the Confidential Information and any Work Product that Owner designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Consultant) publicly known; (b) is furnished by Owner to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (d) is obtained from a source other than Owner without the obligation of confidentiality; (e) is disclosed with the written consent of Owner; or (f) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

4.15.10 Non-Disclosure. Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to Owner under this Contract, and to advise each of its employees, Sub-consultants, subcontractors and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist Owner in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Consultant shall advise Owner immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Consultant will at its expense cooperate with Owner in seeking injunctive or other equitable relief in the name of Owner or Consultant against any such person. Consultant agrees that, except as directed by Owner, Consultant will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract, and that upon termination of

this Contract or at Owner's request, Consultant will turn over to Owner all documents, papers, and other matter in Consultant's possession that embody Confidential Information.

4.15.11 Injunctive Relief. Consultant acknowledges that breach of this Section 4.15, including disclosure of any Confidential Information, will give rise to irreparable injury to Owner that is inadequately compensable in damages. Accordingly, Owner may seek and obtain injunctive relief against the breach or threatened breach of this Section 4.15, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Owner and are reasonable in scope and content.

4.15.12 Publicity. Consultant agrees that news releases and other publicity relating to the subject of this Contract will be made only with the prior written consent of Owner.

4.15.13 Security. Consultant shall comply with all virus-protection, access control, back-up, password, and other security and other information technology policies of Owner when using, having access to, or creating systems for any of Owner's computers, data, systems, personnel, or other information resources.

4.16 ***Termination***.

4.16.1 Parties Right to Terminate by Agreement. This Contract may be terminated at any time, in whole or in part, by written mutual consent of the Parties.

4.16.2 Owner's Right to Terminate for Convenience. Owner may, at its sole discretion, terminate this Contract, in whole or in part, by written notice to Consultant specifying the termination date of the Contract.

4.16.3 Owner's Right to Terminate for Cause. Owner may terminate this Contract immediately, in whole or in part, upon written notice to Consultant, or such later date as Owner may establish in such notice, upon the occurrence of any of the following events:

4.16.3.1 In the event the Board of Commissioners of the COUNTY, in the exercise of its reasonable discretion, reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Consultant agrees to abide by any such decision including termination of service;

4.16.3.2 Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the Services under this Contract are prohibited or Owner is prohibited from paying for such Services from the planned funding source;

4.16.3.3 Consultant no longer holds all licenses or certificates that are required to perform the Services; or

4.16.3.4 Consultant fails to provide Services within the times specified or allowed under this Contract; fails to perform any of the provisions of this Contract; or so fails to perform the Services as to endanger performance of this Contract in accordance with its terms, and after receipt of

written notice from Owner, does not correct such failures within the time that Owner specifies (which shall not be less than 10 calendar days, except in the case of emergency).

4.16.4 Cessation of Services. Upon receiving a notice of termination, and except as otherwise directed in writing by Owner, Consultant shall immediately cease all activities related to the Services or the Project.

4.16.5 Consultant's Right to Terminate for Cause.

4.16.5.1 Consultant may terminate this Contract if Owner fails to pay Consultant pursuant to this Contract, provided that Owner has failed to make such payment to Consultant within fifteen (15) calendar days after receiving written notice from Consultant of such failure.

4.16.5.2 Consultant may terminate this Contract, for reasons other than non-payment, if Owner commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform under the Contract within the time specified, or so fails to perform as to endanger Consultant's performance under this Contract, and such breach, default or failure is not cured within thirty (30) calendar days after delivery of Consultant's notice, or such longer period as Consultant may specify in such notice.

4.16.6 Delivery of Work Product/Retained Remedies of Owner. As directed by Owner, Consultant shall, upon termination, promptly deliver to Owner all documents, information, works in progress and other property that are deliverables or would be deliverables if the Contract had been completed. By Consultant's signature on this Contract, Consultant allows Owner to use Work Product and other property for Owner's intended use. The rights and remedies of Owner provided in this Section 4.16 are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

4.16.7 Payment upon Termination.

4.16.7.1 In the event of termination pursuant to Sections 4.16.1, 4.16.2, 4.16.3.1, 4.16.3.2 or 4.16.5, Consultant's sole remedy shall be a claim for the sum designated for accomplishing the Services multiplied by the percentage of Services completed and accepted by Owner plus Consultant's reasonable Contract close-out costs, less previous amounts paid and any claim(s) which Owner has against Consultant, except in the event of a termination under Section 4.16.3.1, where no payment will be due and payable for Services performed or costs incurred after the last day of the current biennium, consistent with Section 4.3. Within thirty (30) days after termination, Consultant shall submit an itemized invoice for all un-reimbursed Services completed before termination and all Contract close-out costs actually incurred by Consultant. Owner shall not be obligated to pay for any such costs invoiced to and received by Owner later than thirty (30) days after termination. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall promptly refund any excess amount upon demand.

4.16.7.2 In the event of termination pursuant to Sections 4.16.3.3 or 4.16.3.4, Owner shall have any remedy available to it in law or equity. Such remedies may be pursued separately, collectively or in any order whatsoever. If it is determined for any reason that Consultant was

not in default under Sections 4.16.3.3 or 4.16.3.4, the rights and obligations of the Parties shall be the same as if the Contract was terminated pursuant to Section 4.16.2.

4.17 ***Foreign Contractor***. If Consultant is not domiciled in or registered to do business in the State of Oregon as of the Effective Date, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State's Corporation Division all information required by those agencies relative to this Contract. Consultant shall demonstrate its legal capacity to perform the Services under this Contract in the State of Oregon prior to executing this Contract.

4.18 ***Notice***. Except as otherwise expressly provided in this Contract, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mail, postage prepaid, to Consultant or Owner at the address or number set forth on Exhibit A, or to such other address or number as either party may provide pursuant to this "Notice" section. Any notice delivered by mail shall be deemed to be given five (5) calendar days after the date of mailing. Any notice delivered by facsimile shall be deemed to be given when the transmitting machine generates a receipt of the transmission. To be effective against Owner, any facsimile communication or notice must be confirmed by telephone notice to Owner's Representative for the Project as indicated in Exhibit A and shall not be deemed to be given until such confirmation is completed. Any notice by personal delivery shall be deemed to be given when actually delivered. Regular, day-to-day communications between the Parties may be transmitted through one of the methods set forth above, in person, by telephone, by e-mail, or by other similar electronic transmission.

4.19 ***Media Contacts; Confidentiality.*** Consultant shall provide no news release, press release, or any other statement to a member of the news media regarding this Project, without Owner's prior written authorization.

4.20 ***Conflict of Interest.*** Except with Owner's prior written consent, Consultant shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear to, compromise Consultant's professional judgment with respect to this Project, including, without limitation, concurrent employment on any project in direct competition with the Project.

Exhibits A through G are attached.

MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT

EXHIBIT A - STATEMENT OF WORK

Owner and Consultant agree that the following Services shall be provided by Consultant for the design and construction administration of the Project. The completed Project is intended to be an improved site that can be legally occupied and fully used for the intended functions as constructed. For purposes of this Contract, "Basic Services" are those Services described in Phases 1 through 6 of this Exhibit A, "Supplemental Services" are those Services described in Phase 7 of this Exhibit A, and "Reimbursable Expenses" are those expenses described in Section B.2 of Exhibit B-Consultant Compensation, and further defined in Section B.1.03 of Exhibit B.

PROJECT DESCRIPTION:

Engineering services for the design, assist Owner for bidding, and construction administration of the parking lot refurbishment, storm system repair, and parking expansion at the Center Street campus.

PROJECT PHILOSOPHY: Consultant shall perform professional services for the design of the Project to obtain the greatest long-term value for Marion County, and to result in the prudent expenditure of public funds within the constraints of the Project program, context, and budget. In pursuing these goals, Consultant, with Owner's assistance, shall:

a. Perform Services which are appropriate for the context of the Project and the nature of its function, both present and future.

b. Avoid expenditures for aesthetic effect which are disproportionate when compared to the additional benefit to the Project as a whole.

c. Help assure the Project is completed on time and within budget.

d. Strive to reduce the construction cost of the Project while keeping life-cycle costs low.

e. Apprise Owner throughout the Project concerning the economic impact of all design decisions.

f. Document all Project requirements and verify, to Owner's satisfaction, that requirements are included in the Construction Documents.

Representatives of the Parties for this Contract and the Project are:

Consultant: Westech Engineering Inc Telephone: 503-585-2474

Owner Contact: Tamra Goettsch Telephone: 503-589-3200

The Services that Consultant shall perform for each phase of the Project are described below:

A.1 PHASE 1 - BASIC SERVICES - PROGRAMMING SERVICES

During the programming phase, Consultant shall provide those Basic Services necessary to refine programming, site related limitations and general requirements for the Project. Some of the described Services will be provided during this activity phase and some during other phases of Project design. Consultant's Services during Phase 1 shall consist of the following:

A.1.01 PROGRAMMING Services. RESERVED.

A.1.02 SITE DEVELOPMENT PLANNING Services. Consultant shall provide preliminary site development planning Services including, but not limited to, providing an executive summary of circulation and parking; utilities and Project description; preliminary systems descriptions; code review; master plan provisions; Owner requirements; subsurface conditions; ecological requirements; and landscape concepts.

A.1.03 NEEDS ANALYSIS Services. Consultant shall gather information from Owner and Project stakeholders to identify requirements, problems, issues, expectations, concerns, as well as Project goals. The programming information shall include, but is not limited to, parking and traffic circulation needs for the campus.

A.1.04 ARCHITECTURAL SPACE PLANNING Services. RESERVED.

A.1.05 ON-SITE UTILITY STUDIES Services. Consultant shall establish requirements and prepare initial designs for on-site utilities required for the Project.

A.1.06 OFF-SITE UTILITY STUDIES Services. RESERVED.

A.1.07 STATEMENT OF PROBABLE CONSTRUCTION COST Services. RESERVED.

A.2 PHASE 2 - BASIC SERVICES - SCHEMATIC DESIGN SERVICES

In the schematic design phase, from the Owner-approved programming information, Consultant shall provide those Basic Services necessary to prepare schematic design documents consisting of drawings and other documents illustrating the general scope, scale, and relationship of Project components (the "Schematic Design Documents") for acceptance by Owner. Designs will be conceptual in character and based on program requirements provided by Owner. Consultant's Services during Phase 2 shall consist of the following:

A.2.01 ARCHITECTURAL DESIGN/DOCUMENTATION Services. RESERVED.

A.2.02 STRUCTURAL DESIGN/DOCUMENTATION Services. RESERVED.

A.2.03 MECHANICAL DESIGN/DOCUMENTATION Services. RESERVED.

A.2.04 ELECTRICAL DESIGN/DOCUMENTATION Services. Consultant shall respond to program requirements, recommend basic electrical materials and systems, analyze, and develop conceptual design solutions for lighting. These Services shall also include the following:

a. An illumination plan showing estimated quantity of light from all sources and for all areas. Recommendations for types and quantities of fixtures to be used.

b. Major electrical equipment roughly scheduled indicating size and capacity.

c. Legend showing all symbols used on drawings.

A.2.05 CIVIL DESIGN/DOCUMENTATION Services. Consultant shall consider alternate materials and systems and develop conceptual design solutions for on-site utility systems applicable to this project.

A.2.06 MATERIALS RESEARCH/SPECIFICATIONS Services. RESERVED.

A.2.07 INTERIOR DESIGN Services. RESERVED.

A.2.08 PROJECT DEVELOPMENT SCHEDULING Services. Consultant shall update the Critical Date Schedule as previously established.

A.2.09 STATEMENT OF PROBABLE CONSTRUCTION COST Services. Consultant shall develop a probable construction cost range, +/- 20%, for the Project (the "Schematic Design Phase Statement of Probable Construction Cost") based on the most recent schematic design studies, current area, volume, or other unit costs, and expected Project contingencies and consistent with the construction cost budget.

A.2.10 COMMISSIONING PROCESS INTEGRATION Services. RESERVED.

A.3 PHASE 3 BASIC SERVICES DESIGN DEVELOPMENT SERVICES - RESERVED

A.4 PHASE 4 - BASIC SERVICES - CONSTRUCTION DOCUMENTS SERVICES

In the Construction Documents phase Consultant shall provide those Basic Services necessary to prepare, from the approved Design Development Documents, construction documents consisting of drawings, specifications and other documents setting forth in detail the requirements for construction of the Project, as well as the documents pertaining to bidding and contracting for the construction of the Project (the "Construction Documents"). Consultant's Services during Phase 4 shall consist of the following:

A.4.01 Upon written authorization from Owner to proceed, Consultant shall prepare, from the approved Design Development Documents, working drawings and specifications setting forth in detail the requirements for the construction of the entire Project. Additional requirements of the documents are:

a. Owner shall provide the General and Supplemental General Conditions of the Construction Contract, which Consultant shall incorporate into the Construction Documents.

b. Complete specifications shall be prepared using the Construction Specifications Institute's 3-part format.

c. Consultant shall provide Owner with in-progress Construction Documents as needed during development of this phase.

d. After review and approval of the 100% complete draft Construction Documents by Owner, Consultant shall continue with preparation of the final documents, including final specifications for all authorized work on the Project, and shall incorporate in those final documents the comments and any modifications or changes desired by Owner, any modifications required for

compliance with all applicable codes, regulations or standards, and the approved program or prior written approvals and instructions of Owner. The resulting final Construction Document submittal shall be a complete, fully coordinated, integrated package, suitable for bidding distribution, without any significant addenda or further clarifications required.

A.4.02 ARCHITECTURAL DESIGN/DOCUMENTATION Services. RESERVED.

A.4.03 STRUCTURAL DESIGN/DOCUMENTATION Services. RESERVED.

A.4.04 MECHANICAL DESIGN/DOCUMENTATION Services. RESERVED.

A.4.05 ELECTRICAL DESIGN/DOCUMENTATION Services. Consultant shall prepare final electrical engineering calculations, drawings, and specification based on approved Design Development Documents, setting forth in detail the electrical construction requirements for the Project.

A.4.06 CIVIL DESIGN/DOCUMENTATION Services. Consultant shall prepare final civil engineering calculations, drawings, and specifications based on approved Design Development Documents, setting forth in detail the civil construction requirements.

A.4.07 LANDSCAPE DESIGN/DOCUMENTATION Services. Consultant shall prepare drawings and specifications based on approved Design Development Documents, setting forth in detail the landscape requirements for the Project.

A.4.08 MATERIALS RESEARCH/SPECIFICATIONS Services. RESERVED.

A.4.09 PROJECT DEVELOPMENT SCHEDULING Services. Consultant shall review and update previously established schedules for the Project.

A.4.10 STATEMENT OF PROBABLE CONSTRUCTION COST Services. RESERVED.

A.4.11 ALL SPECIFIED ITEMS SHALL BE STANDARD, cataloged, manufactured items or "off-the-shelf" items. No custom items shall be designed or specified without prior written authorization of Owner. No proprietary or "sole source" items shall be specified without prior written authorization of Owner. Brand name products may be specified so long as "approved equal" is included with their specification, if there is no other practical method of specification.

A.4.12 INTERIOR DESIGN/DOCUMENTATION Services. RESERVED.

A.4.13 PLAN REVIEW INITIATION & COORDINATION Services. Consultant shall prepare all necessary project documents, with appropriate formatting and registration stamps, for submission to the mandatory authority having jurisdiction (the “AHJ”) over the Project to obtain the building permit. Consultant shall apply and fill out all necessary documentation for a complete “plan check” submission prior to AHJ code review. In addition, Consultant shall meet with the AHJ as requested, answer project-related questions, and review applicable code compliance issues. Owner shall be responsible for paying the “plan check” fees. The Construction Contractor will pay the building permit fee and all trades permits per the State of Oregon General Conditions for Public Improvement Contracts.

A.4.14 COMMISSIONING PROCESS INTEGRATION Services. RESERVED.

A.5 PHASE 5 - BASIC SERVICES - BIDDING SERVICES

In the bidding phase Consultant, following Owner's approval of the Construction Documents Phase Statement of Probable Construction Cost, shall provide those Basic Services necessary for Consultant to assist Owner in obtaining bids and in awarding contracts for the work required for the full construction of the Project (the "Work"). In the case of phased construction, Owner may authorize bidding of portions of the Work prior to completion of the Construction Documents phase. Consultant's Services during Phase 5 shall consist of the following:

A.5.01 BIDDING MATERIALS Services. Consultant shall organize and manage Bidding Documents for: coordination; reproduction; completeness review; distribution; distribution records; retrieval; receipt and return of document deposits; review, repair, and re-assembly of returned materials.

A.5.02 ADDENDA Services. Consultant shall prepare, for distribution by Owner, all addenda, including supplemental drawings, specifications, instructions, and notices of changes in the bidding schedule and procedure.

A.5.03 BIDDING Services. Consultant shall assist Owner in: establishing a list of bidders; participating in pre bid conferences; responding to questions from bidders and clarifications or interpretations of the Bidding Documents; and documenting and distributing bidding results.

A.5.04 ANALYSIS OF ALTERNATES/SUBSTITUTIONS Services. Consultant shall consider, analyze, compare, and approve or reject alternatives or substitutions proposed by bidders prior to and after receipt of bids or proposals.

A.5.05 SPECIAL BIDDING Services. Consultant shall document: decisions regarding multiple Construction Contracts or phased construction; technical evaluation of alternate building systems; and participation in detailed evaluation procedures for building systems proposals.

A.6 PHASE 6 BASIC SERVICES CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

In the construction administration phase Consultant shall provide those Basic Services necessary for the administration of the Construction Contract as set forth in the General Conditions and Supplemental General Conditions of the Construction Contract. Consultant shall receive and transmit information as a representative of Owner during the construction of the Project and shall advise and consult with Owner. Instructions to Contractor shall be forwarded through Consultant. Consultant shall have authority to act on behalf of Owner only to the extent provided in the Construction Contract. The construction phase for each portion of the Project will commence with the award of the Construction Contract to the Contractor, and will terminate when the Construction Contract warranty period expires. Consultant's Services during Phase 6 shall consist of the following:

A.6.01 OFFICE CONSTRUCTION ADMINISTRATION Services. Consultant shall process submittals, including receipt, review of, and appropriate action on shop drawings, product data, samples, and other submittals required by the Construction Contract and all documents specifically incorporated by reference into the Construction Contract (the "Contract Documents"). Consultant shall distribute submittals as required and shall maintain a master file of submittals and related communications.

A.6.02 INSPECTION COORDINATION Services. With respect to independent inspection and testing agencies, Consultant shall: administer and coordinate field testing and inspections by independent agencies as required by the Contract Documents; recommend the scope, standards, procedures, and frequency of testing and inspections; arrange for testing and inspection on Owner's behalf; notify inspecting and testing agencies of status of the Work requiring testing and inspection; evaluate compliance by testing and inspection agencies with required scope, standards, procedures, and frequency of testing and inspections; review reports on inspections and tests and notify Owner and Contractor of observed deficiencies in the Work. Consultant shall oversee, and coordinate with Owner and Contractor, the review of any system furniture installation by the Contractor to verify that dimension requirements are met.

A.6.03 SUPPLEMENTAL DOCUMENTS Services. Consultant shall: prepare, reproduce, and distribute supplemental drawings, specifications, and interpretations in response to requests for clarification by the Contractor or Owner and as required by construction exigencies; and forward Owner's instructions and provide guidance to the Contractor on Owner's behalf relative to changed requirements and schedule revisions.

A.6.04 QUOTATION REQUESTS/CHANGE ORDERS Services. Consultant shall: prepare, reproduce and distribute drawings and specifications to describe Work to be added, deleted, or modified; review proposals from Contractor for reasonableness of quantities and costs of labor and materials; review and make recommendations regarding changes in time for substantial completion; review and make detailed recommendations, including, if requested, a specific alternative cost breakdown, regarding impact on space planning design; negotiate with Contractor on Owner's behalf regarding costs of Work proposed to be added, deleted, or modified; assist in the preparation of appropriate modifications of the Construction Contract; coordinate communications, approvals, notifications, and record keeping regarding changes in the Work.

A.6.05 PAYMENT REVIEW Services. Consultant shall: evaluate and certify applications for payment, including review and determination of whether each charge is accurate and constitutes payment for fully authorized and completed Work, and maintain complete records regarding performance of this Service.

A.6.06 PROJECT CLOSEOUT Services. Upon notice from the Contractor that the Work, or a designated portion thereof which is acceptable to Owner, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, Consultant shall

a. Perform a detailed inspection, with Owner's representative, of the Work for conformity to the Contract Documents to verify the list submitted by the Contractor of items to be completed or corrected; and determine the amounts to be withheld until final completion.

b. Issue certificates of substantial completion and perform inspection(s) upon notice by Contractor that the Work is ready for final inspection and acceptance.

c. Notify Owner and Contractor of deficiencies found in follow up inspection(s), if any;

d. Perform a final inspection with Owner's representative to verify final completion of the Work, and receipt and transmittal of warranties, affidavits, receipts, and releases and waivers of lien or bonds indemnifying Owner against liens;

e. Issue final certificate(s) for payment; and

f. Issue a summary of expenses. Consultant shall maintain and provide Owner with records regarding direct expenses including both general and specific travel expenses, whether reimbursable or not. This summary shall include all expenses incurred by Consultant and any Sub-consultants as a direct result of the performance of Services. The breakdown of these expenses shall be as follows:

   i. All of Consultant's direct travel expenses, whether reimbursed or included in a Supplemental Service and therefore not separately reimbursed;

   ii. All of Sub-consultants' direct travel expenses, whether reimbursed or included in a Supplemental Service and therefore not separately reimbursed;

   iii. All of Consultant's direct general expenses, other than travel expenses, whether reimbursed or included in a Supplemental Service and therefore not separately reimbursed; and

   iv. All of Sub-consultants' direct general expenses, other than travel expenses, whether reimbursed or included in a Supplemental Service and therefore not separately reimbursed.

A.6.07 RECORD DOCUMENT Services. RESERVED.

A.6.08 WARRANTY REVIEW Services. RESERVED.

A.6.09 CONSTRUCTION CONTRACT ADMINISTRATION Services. Consultant shall perform Construction Contract administration Services as set forth in this section and the Contract Documents.

a. Consultant shall visit the site at weekly intervals, and upon special circumstances (up to 12 meetings) as requested by Owner, to be familiar with the progress and quality of the Work, and to determine if the Work is generally proceeding in accordance with the Contract Documents. Consultant, in conjunction with the payment review, shall report to Owner on the accuracy of Contractor's working record drawings each month during construction. However, Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such on-site observations, Consultant shall report such visits, observations, and information in a weekly written report to Owner.

b. Consultant shall not have control or charge of, and shall not be responsible for construction means, methods, techniques, sequences, or procedures, for safety precautions and programs in connection with the Work. Consultant, by virtue of its position alone and without regard for Consultant's actual involvement on site, shall not have control or charge of, and shall not be responsible for the acts or omissions of Contractor and any subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

c. Subject to the concurrence of Owner, Consultant shall be the interpreter of the requirements of the Contract Documents, regarding the performance thereunder by both Owner and Contractor. Accordingly, Consultant shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either Owner or Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes, and other matters in question between Owner and Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents. Owner shall render a final determination in the event that Owner disagrees with Consultant's proposed interpretation or decision.

d. Consultant shall review and take appropriate action on Contractor's submittals, including shop drawings, product data, and samples, checking for conformance with the design concept of the Work and the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. Consultant shall forward to Owner one (1) copy of all approved shop drawings, product data, and samples, together with correspondence related to these documents as a record of the Work. Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

e. Consultant shall conduct construction observations and reviews to determine "Substantial Completion" and "Final Completion" (as those terms are defined in the Construction Contract) and shall receive and forward to Owner written warranties and related documents required by the Contract Documents and assembled by Contractor. Consultant, with Owner's concurrence, shall prepare and certify a "Certificate of Substantial Completion" and a "Certificate of Final Payment" under the Construction Contract.

A.7 PHASE 7 - SUPPLEMENTAL SERVICES

In addition to the generally sequential Services described in Phases 1 through 6, Consultant shall provide supplemental services designated below (the "Supplemental Services") upon written instruction from Owner. These non-sequential Services may be provided during a single phase of Services or during several phases, as herein specified, and shall include the following (Owner reserves the right to amend the Contract and delete Supplemental Services not needed as a part of the Project; in that event, Owner shall receive a credit against the Contract amount payable to Consultant, based on the value of the Services removed from Statement of Work or such other standard as agreed by the Parties):

A.7.01 LAND USE APPROVAL. Consultant shall: prepare land use documents and submit them to the City for review and approval. Attend preapplication meeting with the County and City. Address any comments and requirements from the City until approval is obtained. Owner shall be responsible for any related application and review fees charged by the City.

MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT

EXHIBIT B - CONSULTANT COMPENSATION

B.1 BASIS OF COMPENSATION

B.1.01 Owner shall compensate Consultant for the performance of Services set forth in Exhibit A, as follows:

The maximum, not to exceed total amount payable under this Contract is $238,592.70 for the combination of Basic Services, Supplemental Services, and Reimbursable Expenses.

Consultant shall perform the Basic Services for: a fixed price of $182,064.10.

Consultant shall perform the Supplemental Services for: a fixed price of $46,528.60.

Owner shall reimburse Consultant for any allowable Reimbursable Expenses up to a maximum amount of $10,000.00.

B.1.02 Payments for Services and Reimbursable Expenses shall be made monthly, following Owner's review and approval of detailed invoices submitted by Consultant and acceptance of the Services or approval of Reimbursable Expenses by Owner. Payment for all Services performed and for Reimbursable Expenses shall not exceed the amounts indicated in Section B.1.03, below. Owner shall make payments only after Owner's receipt and approval of (i) Consultant's detailed monthly invoice as described in Section B.1.07, and (ii) all reports, designs, certificates, and documents covered by the invoice. Payments are subject to the provisions of ORS 293.462.

B.1.03 Payments for Basic Services shall be in proportion to the Services performed within Phases 1 through 6 set forth in Exhibit A. The total compensation for each Phase of the Services shall not exceed the following percentages of the total amount payable for the Services (Note: The Supplemental Services indicated in Section A.7 of Exhibit A, may or may not be provided concurrently with Phases 1 through 6. Therefore, the percentages set forth below do not include the Phase 7 Supplemental Services. Supplemental Services, if authorized, are to be billed as separate line items in accordance with Section B.1.07. Warranty Period Services, which may be included by Contract amendment, are listed separately):

Phase	Percentage	$ Amount
Programming/Schematic Design Services	30.94%	$56,334.60
Design Development Services	0.00%	$0.00
Construction Documents Services	48.89%	$89,015.30
Bidding Services	3.27%	$5,947.00
Construction Contract Administration Services	16.90%	$30,767.20
Warranty Period Services	0.00%	$0.00
Total	100.0%	$182,064.10

B.1.04 All Supplemental Services (See Exhibit A, Section A.7), while included in the above-stated maximum not to exceed amount, are considered Services to be provided on an "as needed" basis and will be performed only if authorized by Owner in writing. The authorization of the Supplemental Services is not restricted by the Basic Services schedule. It is the goal of the Parties to agree upon a fixed price for any Supplemental Service for which the actual scope of Service can be defined and agreed upon. The price for each Supplemental Service shall, at Owner's sole discretion, be a fixed price agreed upon by the Parties and documented by Contract amendment prior to authorization to proceed with the Service. If a fixed price cannot be agreed upon, the price shall be the not to exceed amount indicated below for that Supplemental Service (as those amounts may be revised in accordance with this Section B.1.04) derived from Consultant's personnel time to complete the Service, multiplied by the hourly rates for those personnel as set forth in EXHIBIT F Rate Schedule. The estimated dollar amounts for each of the Supplemental Services listed below, are stated for the purpose of calculating the maximum total dollar amount for all Supplemental Services. It is understood that the actual amount payable for each Supplemental Service may be more or less than the estimate below, however, the total amount of all Supplemental Services shall not exceed the maximum, not-to-exceed price stated in Section B.1.01 for Supplemental Services without a Contract amendment. The estimated not to exceed amounts for the identified Supplemental Services are as follows:

Supplemental Service	$ Amount
Land Use Approval	$46,528.60
Total	**$46,528.60**

B.1.05 Reimbursable Expenses, as described in Section B.2, are defined as the direct costs expended by Consultant, Consultant's employees and Sub-consultants for performance of Services rendered to complete the Project. The estimated dollar amounts for each of the identified Reimbursable Expense items are as follows:

1	Travel Related Expenses	$5,000.00
2	General Reimbursable Expenses	$5,000.00
	Total	**$10,000.00**

It is understood that the actual total amount payable for each individual Reimbursable Expense item may be more or less than the estimate above, however, the total amount of all Reimbursable Expenses shall not exceed the maximum amount stated in Section B.1.01 for Reimbursable Expenses without a Contract amendment. Payments for Reimbursable Expenses shall be identified and tracked on monthly invoices according to the expense items listed above.

B.1.06 Consultant shall not submit invoices for, and Owner will not pay, any amount in excess of the maximum, not to exceed amount payable under this Contract set forth in Section B.1.01. If this amount is increased by Contract amendment, the amendment must be effective before Consultant performs Services subject to the amendment. Consultant shall notify Owner's Representative identified in this Contract in writing of the expiration of the Contract, thirty (30) days prior to such

expiration. No payment will be made for any Services performed prior to the Effective Date or after the expiration date of the Contract.

B.1.07 Consultant shall submit monthly invoices for Services performed. To be processed for payment by Owner, the invoices shall include the following basic information:

a. The correct name of Owner's authorized representative

b. Invoice date

c. Date range during which the Services being invoiced for were provided

d. The last invoice submitted on the Project must be clearly labeled "Final Invoice"

e. Original Contract total, not to exceed amount broken out by: Basic Services, Supplemental Services released to date by line item, and Reimbursable Expenses separated by two categories of Travel Expenses and General Reimbursables

f. Statement of changes to the original total, not to exceed amount by amendment(s) and broken out in the same way as in item F, showing the revised Contract amounts

g. Paid to date amounts showing the amounts submitted for prior to the current invoice (regardless of payment status) and broken out the same way as in item F

h. Amounts being invoiced for in the current invoice and broken out the same way as in item F, with a roll up of a "Total Amount Billed For This Invoice" line item amount

i. Balances Remaining after receipt of payment for the current invoice broken out the same way as in item F

Consultant shall describe all Services performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed. Reimbursable Expenses shall be broken out into to line-item categories, 1) Travel Expenses and 2) General Reimbursable Expenses. Invoices for Basic Services under a specific Phase shall be for completed Basic Services only and shall indicate the percentage of the total Basic Services for that Phase that the amount invoiced represents. Invoice amounts for authorized fixed price Supplemental Services shall indicate the Supplemental Service, its contract reference number, the total amount of the fixed price Supplemental Service, and the total percentage and related dollar amount of the fixed price Supplemental Service completed by the end of the current invoice period, less the total dollar amount previously billed for, with the balance representing the total amount being currently billed for. Invoices for authorized Supplemental Services based on a not to exceed amount shall set forth the number of hours worked by Consultant's personnel on the identified Service, describe the Services performed by each such personnel in detail on a daily basis, and set forth the rate of compensation for each of such personnel as set forth in EXHIBIT F.

Consultant shall send invoices to Owner's Representative identified in this Contract, using the following email address:

MCBS-billing@co.marion.or.us

Consultant shall not indicate or invoice for any past due amounts in the current invoice. All such notifications of a past due amount must be handled by a separate Statement of Account.

Owner shall have the right to reject any invoice which does not have the proper information as required by this section without incurring penalty liabilities for late payment.

B.1.08 Owner and Consultant agree in accordance with the terms and conditions of this Contract that:

a. If the scope of the Project or the Services are changed materially, Consultant shall request in writing an amendment to the Contract before additional Services are provided and before compensation is adjusted. All legally required approvals must be obtained for any Contract amendment before the amendment is effective and before Services may be performed or payment made under the amendment.

b. Consultant's fee for preparing routine change orders adding or deleting Services from the Project shall be included in the maximum not-to-exceed amount for Basic Services stated in Section B.1.03.

c. Upon Owner's request and without additional compensation, Consultant shall make such revisions to completed Contract Documents as are necessary to correct errors or omissions appearing therein, in accordance with the standard of care described in Section 2.1.1 of Consultant's Responsibilities; Representations and Warranties.

B.2 REIMBURSABLE EXPENSES

B.2.01 Reimbursable Expenses are in addition to compensation for Services and shall not exceed the maximum amount stated in Section B.1.05 without prior authorization by Owner. This amount is separated into two categories, Travel Expenses and General Reimbursable Expenses, as outlined below. Reimbursable Expenses include actual, allowable and reasonable expenditures made by Consultant and Consultant's employees in performing the Services required in Exhibit A. Reimbursable Expenses must be evidenced by copies of actual third-party invoices or receipts delivered to Owner to qualify for reimbursement and are limited to the types of actual expenses listed below.

a. General Reimbursable Expenses consist of:

i. Long distance communications.

ii. Reproductions, postage and handling of drawings and specifications and other documents, excluding reproductions of drawings, specifications and other documents used by Consultant and Consultant's subconsultants.

iii. Data processing and photographic production techniques when used in connection with Supplemental Services.

iv. Third-party models and mockups requested by Owner.

v. The printing of master or reproducible sets of plans and project manuals including specifications.

vi. Plan check fees.

b. Travel Expenses:

All travel shall be allowed only when the travel is essential to the normal discharge of Consultant's responsibilities under the Contract. All travel shall be conducted in the most efficient and cost-effective manner resulting in the best value to the Owner. The travel must comply with all the requirements set forth in this section and must be for official Marion

County business only. Personal expenses shall not be authorized at any time. All expenses are included in the total maximum Contract amount stated in Section B.1.01.

Current approved rates are as follows:

i. Mileage. Mileage for travel in a private automobile, while Consultant is acting within the course and scope of his/her duties under this Contract and driving over the most direct and usually traveled route, will be reimbursed at a rate of $0.70 cents per mile. To qualify for mileage reimbursement, Consultant must hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by (i) the Oregon Financial Responsibility Law (ORS 806.060) or (ii) the jurisdiction in which the vehicle is being operated, whichever is greater. No mileage reimbursement will be paid for the use of motorcycles or mopeds.

ii. Meals. Receipts are required for reimbursement.

Owner will not pay any mark up over actual allowable reimbursement costs. Any costs associated with recordkeeping or labor to create reproductions of receipts is considered indirect overhead and therefore part of Consultant’s Professional Hourly Rates.

MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT

EXHIBIT C - INSURANCE PROVISIONS

A. REQUIRED INSURANCE. Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. WORKERS COMPENSATION. All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. PROFESSIONAL LIABILITY. Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ Required by County ☐ Not required by County.
☒ $1,000,000 Per occurrence limit for any single claimant; and
☒ $2,000,000 Per occurrence limit for multiple claimants
☐ Exclusion Approved by Risk Manager

iii. CYBER LIABILITY. Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

☐ Required by County ☒ Not required by County.
☐ $2,000,000 Per occurrence limit for any single claimant; and
☐ $5,000,000 Per occurrence limit for multiple claimants
☐ Exclusion Approved by Information Technology Director and Risk Manager

iv. COMMERCIAL GENERAL LIABILITY. Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ Required by County ☐ Not required by County.
Minimum Limits:

☒ $1,000,000 Per occurrence limit for any single claimant; and
☒ $2,000,000 Per occurrence limit for multiple claimants
☐ Exclusion Approved by Risk Manager
☐ $500,000 Per occurrence limit for any single claimant
☐ $1,000,000 Per occurrence limit for multiple claimant

v. AUTOMOBILE LIABILITY INSURANCE. Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ Required by County ☐ Not required by County.
Minimum Limits:
☒ Oregon Financial Responsibility Law, ORS 806.060 ($25,000 property damage/$50,000 bodily injury $5,000 personal injury).
☐ $500,000 Per occurrence limit for any single claimant; and
☐ $1,000,000 Per occurrence limit for multiple claimants
☐ Exclusion Approved by Risk Manager

B. ADDITIONAL INSURED. The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.

D. CERTIFICATE(S) OF INSURANCE. Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT

EXHIBIT D - SPECIAL CONTRACT PROVISIONS

D.1 RESPONSIBILITIES OF OWNER

D.1.01 Owner's Project budget shall include contingencies for design, bidding, changes in the Work during construction, and other costs described below.

D.1.02 Owner, at Owner's sole option, may retain an inspector to inspect the Project in order to protect Owner's interests. The costs of the inspector are to be paid by Owner and the inspector shall serve at the pleasure of Owner. When retained by Owner, the inspector's duties are not to be interpreted as conflicting with the duties of Consultant or relieving Consultant of any responsibility or duty incurred under this Contract, nor may the inspector act as Consultant's agent.

D.1.03 Owner shall furnish to Consultant a certified land survey, soils report of the building site, and other related information as Owner deems necessary.

D.1.04 Owner shall furnish to Consultant a Hazardous Material Survey, and any subsequent testing and/or abatement as may be required.

D.1.05 Owner shall furnish to Consultant structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

D.1.06 Owner shall be responsible for payment of all plan check fees, review fees, permit fees, taxes, development charges, or any other costs related to obtaining governing bodies' approval for construction of the Project.

D.2 PROJECT RESPONSIBILITIES

D.2.01 Consultant shall prepare a schedule of its activities through all phases of the Project. Consultant shall schedule and prepare agendas for all meetings which involve Consultant's Services. Consultant shall chair such meetings and shall record and distribute minutes, in a format and level of detail acceptable to Owner, of decisions and actions to attendees.

D.2.02 Consultant shall confirm firsthand, through site investigations of the observable circumstances and existing conditions, the critical issues that may impact design criteria and shall not rely solely on furnished As Built documents. Consultant shall be liable, at Owner's discretion, for any cost change impacts as a result of using inaccurate As Built drawings which, if used solely for the design process without confirmation, create conflicts on site.

D.2.03 The "maximum allowable construction cost" shall be the total cost or estimated cost to Owner of all elements of the Project designed or specified by Consultant in the Schematic Design Phase Statement of Probable Construction Costs prepared pursuant to Section A.4. PHASE 2 of Exhibit A, excluding equipment supplied by Owner, and delineated in outline form according to the industry standard CSI 16 divisions of the Work, excluding equipment supplied by Owner. Construction cost does not include the compensation of Consultant and Sub-consultants, the cost of the land, rights of way, or

other costs which are the responsibility of Owner. If the fixed limit of the maximum allowable construction cost is exceeded by the lowest bona fide bid for construction of the Project, Owner, at its discretion, shall (i) give written approval of an increase in such fixed limit, (ii) authorize re-bidding of the Project within a reasonable time, (iii) if the Project is abandoned, terminate the bid process, or (iv) cooperate in revising the Project scope and quality as required to reduce the construction cost. In the case of (iv), Consultant, without additional charge, shall modify the drawings and specifications as necessary to comply with the fixed limit. The providing of such Service shall be the limit of Consultant's responsibility arising from the establishment of such fixed limit, and having done so, Consultant shall be entitled to compensation for all Services performed in accordance with this Contract, whether or not the Construction Phase is commenced.

MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT

EXHIBIT E - CRITICAL DATE SCHEDULE

Programming Complete	
Schematic Design Complete	
Design Development Complete	
Construction Documents Complete	
Construction Contract Award	
Substantial Completion	June 10, 2027
Final Completion	
Warranty Period Complete	

MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT

EXHIBIT F - RATE SCHEDULE

	Hourly Rate
Engineer X	$212.00
Engineer IX	$196.00
Engineer VIII	$188.00
Engineer VII	$180.00
Engineer VI	$172.00
Engineer V	$164.00
Engineer IV	$156.00
Engineer III	$148.00
Engineer II	$140.00
Designer III	$133.00
Designer II	$125.00
Designer I	$117.00
Inspector	$125.00
Secretary	$106.00

Reimbursable Expenses:

Outside Services:	Cost plus 10%
Mileage:	$0.70 per mile
Blueprints:	$2.50/sheet
Mylars:	$10.00/sheet
Photocopies:	$0.15/page

MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT

EXHIBIT G - ASSUMPTIONS AND EXCLUSIONS

Exclusions:

- Property Acquisition.
- Title Reports for Legal Descriptions.
- Topographic survey, stormwater CCTV and jetting, and geotechnical investigation provided by owner.
- Construction Inspection Services.
- All Permit and Plan Check Fees Required by Utility Companies and Resource Agencies.
- Archaeological Surveys or monitoring.
- Assumes the pavement rehabilitation will only require work in the rock and pavement section, we have excluded Green Stormwater Infrastructure Design and landuse associated with exceeding 5,000 SF of asphalt replacement in the Riparian area.
- Wetland Delineations.
- Low Voltage Design.

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 17th, 2026

Department: Finance

Title: Resolution to Establish the Interest Investment Fund and Public Safety Radio Fund.

Management Update/Work Session Date: May 12th, 2026 **Audio/Visual aids** ☐

Time Required: 5 min **Contact:** Jeff White **Phone:** ext. 4433

Requested Action: Establish the Interest Investment Fund and the Public Safety Radio Fund as new funds beginning in the Marion County Fiscal Year 2026-27 Budget.

Issue, Description & Background: It is Marion County's practice to adopt a Resolution any time a new Fund is established or renamed for the official county record. This Resolution contains the following: 1) establishes the Interest Investment Fund as a Sub Fund of the General Fund, to account for and manage unrestricted interest earnings transferred from other county funds; 2) establishes the Public Safety Radio Fund as a Special Revenue Fund, to account for revenues and expenditures associated with the Marion County Public Safety Radio System.

Financial Impacts: There is no direct fiscal impact associated with establishing these funds. The creation of the Interest Investment Fund and the Public Safety Radio Fund is for accounting and budgeting purposes only.

Impacts to Department & External Agencies: N/A

List of attachments: Resolution

Presenter: Jan Fritz, Chief Administrative Officer and Budget Officer; Daniel Adatto, Budget Manager

Department Head Signature: Jeff D White

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the Matter of	)
Establishing Certain	)
Marion County Funds	)

RESOLUTION No. _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on Wednesday, June 17, 2026.

WHEREAS, the county has discretion to create new funds, a fiscal and accounting entity with self-balancing accounts, to account for the use of restricted or dedicated revenues; and

WHEREAS, the county wishes to establish the Interest Investment Fund as a Sub Fund of the General Fund, to account for and manage unrestricted interest earnings transferred from other county funds; and

WHEREAS, the county wishes to establish the Public Safety Radio Fund as a Special Revenue Fund, to account for revenues and expenditures associated with the Marion County Public Safety Radio System, collecting user fees from internal and external public safety agencies to support system operations, maintenance, and lifecycle replacement; and

WHEREAS, the funds will be used in accordance with Marion County Fiscal policies, governmental accounting principles, and Local Budget Law, as applicable; now, therefore,

IT IS HEREBY RESOLVED, that the Interest Investment Fund and the Public Safety Radio Fund are created.

DATED at Salem, Oregon this ____ day of _____.

MARION COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
Commissioner

_____
Commissioner

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 6/17/26

Department: Health & Human Services

Title: Amendment 2 to Contract for MCHHS Providing BHCC Crisis Services

Management Update/Work Session Date: 6/2/26 **Audio/Visual aids** ☐

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

Requested Action:
Approval of an amendment to the contract for services with Legacy Silverton Medical Group to add additional incoming funds sufficient to support the agreement through its full term.

Issue, Description & Background:
Marion County Health & Human Services (MCHHS) Behavioral Health Crisis Center (BHCC) agrees to provide crisis services for Legacy Silverton Medical Center. MCHHS BHCC agrees to be available for face-to-face screenings, seven (7) days a week, from 9 pm until 8 am the next day, with no provision for phone screenings. BHCC staff shall respond in person to the Hospital within two (2) hours of Hospital's request.

Amendment No. 2 constitutes a full restatement of the Agreement, increases incoming funding to the County by $97,000, extends the term through June 30, 2028, and revises the Agreement to reflect the County as the recipient of funds rather than the Contractor.

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

Impacts to Department & External Agencies:
NA

List of attachments: Restated Agreement (Amendment 2), including Exhibits A and B

Presenter: Debbie Wells

Department Head Signature:

Contract Review Sheet

Contract for Services **HE-5414-23 - Am2**

Title: **MCHHS Providing BHCC Crisis Services**

Contractor's Name: **Legacy Silverton Medical Center**

Department: **Health and Human Services** Contact: **Kristina Ballow**

Analyst: **Chalyce MacDonald** Phone #: **(503) 588-5409**

Term - Date From: **July 1, 2023** Expires: **June 30, 2028**

Original Contract Amount: **$ 120,000.00** Previous Amendments Amount: **$ -**

Current Amendment: **$ 97,000.00** New Contract Total: **$ 217,000.00** Amd% **81%**

Incoming Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☑ Amendment greater than 25%

Source Selection Method: **50-0160 Health Provider Contracts**

Description of Services or Grant Award

Marion County Health & Human Services (MCHHS) Behavioral Health Crisis Center (BHCC) agrees to provide crisis services for Legacy Silverton Medical Center. MCHHS BHCC agrees to be available for face-to-face screenings, seven (7) days a week, from 9 pm until 8 am the next day, with no provision for phone screenings. BHCC staff shall respond in person to the Hospital within two (2) hours of Hospital's request.

Amend 1 - update method of payment for services and extend term.

Amendment No. 2 constitutes a full restatement of the Agreement, increases incoming funding to the County by $97,000, extends the term through June 30, 2028, and revises the Agreement to reflect the County as the recipient of funds rather than the Contractor.

Desired BOC Session Date: **6/17/2026** Contract should be in DocuSign by: **5/27/2026**

Agenda Planning Date **6/4/2026** Printed packets due in Finance: **6/2/2026**

Management Update **6/2/2026** BOC upload / Board Session email: **6/3/2026**

BOC Session Presenter(s) **Debbie Wells** Code: **Y**

REQUIRED APPROVALS

Chalyce MacDonald 05/20/2026

Finance - Contracts Date

Kristina Ballow (May 20, 2026 11:42:35 PDT) 05/20/2026

Contract Specialist Date

Scott A. Norris

Scott A. Norris (May 20, 2026 17:12:49 PDT) 05/20/2026

Legal Counsel Date

Jan Fritz

Jan Fritz (May 20, 2026 17:45:39 PDT) 05/20/2026

Chief Administrative Officer Date

MARION COUNTY
AMENDED AND RESTATED
CONTRACT FOR SERVICES
HE-5414-23

This Amendment No. 2 and First Restatement of Contract ("Amendment") is entered into by and between Marion County, a political subdivision of the State of Oregon ("County"), and Silverton Health, d/b/a Legacy Silverton Medical Center, a non-profit hospital ("Silverton").

RECITALS

WHEREAS, the Agreement has been previously amended, and the parties desire to restate, integrate, and supersede all prior amendments, and to extend the term of the Agreement through this Amended and Restated Agreement, thereby creating a single, integrated document reflecting the Agreement, as amended, as of the Effective Date.

WHEREAS, County agrees to perform, and Silverton agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

1. TERM

This Contract is effective on July 1, 2023 after it has been signed by all parties and all required County approvals have been obtained. This Contract expires on **June 30, 2028.**

2. CONSIDERATION

A. The maximum, not-to-exceed compensation payable to County under this Contract, which includes any allowable expenses, is **$217,000.00**. Silverton will not pay County 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 County performs Work subject to the amendment.

B. Interim payments to County shall be made in accordance with the payment schedule and requirements in Exhibit A.

3. COMPLIANCE WITH STATUTES AND RULES

A. County and Silverton agree to comply with the provisions of this contract, its exhibits and attachments and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of Silverton. Failure of Silverton or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Silverton's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230, 279B.235 (if applicable to this Contract) and ORS 652, which are incorporated by reference herein.

B. Silverton must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 27. C. (i) through (iv) of this Contract.

Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Silverton's warranty, in subsection 27.C of this Contract, that Silverton has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

i. Termination of this Contract, in whole or in part;

ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to breaching party, in an amount equal to State's setoff right, without penalty; and

iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Silverton's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services.

C. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT AND TITLE VI OF THE CIVIL RIGHTS ACT

Silverton agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

5. TIME IS OF THE ESSENCE

County agrees that time is of the essence in the performance of this Contract.

6. FORCE MAJEURE

Neither County nor Silverton shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. County shall, however, make all reasonable efforts to remove or eliminate the cause of County's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. Silverton may terminate this Contract upon written notice to County after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

7. INTENTIONALLY DELETED

8. INTENTIONALLY DELETED

9. ACCESS TO RECORDS

If required by law, the Comptroller General, Department of Health and Human Services (DHHS) and their duly authorized representatives shall have access to the Agreement and records for all times covered by the Agreement necessary to verify the nature, extent and costs of performance by County and included in Silverton's cost report, both during and for four (4 years after the Agreement terminates. This access shall be provided in accordance with the provisions of Public Law 96-499, Omnibus Reconciliation Act of 1980 as amended. If County carries out the duties of this Agreement through a subcontract worth $10,000 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records. This provision shall survive the termination of this Agreement.

10. REPORTING REQUIREMENTS

County shall provide Silverton with periodic reports at the frequency and with the information prescribed by Silverton. Further, at any time, Silverton has the right to demand adequate assurances that the services provided by County shall be in accordance with the Contract. Such assurances provided by the County shall be supported by documentation in County's possession from third parties.

11. CONFIDENTIALITY OF RECORDS

A. County shall not use, release, or disclose any information concerning any employee, client, applicant or person doing business with Silverton for any purpose not directly connected with the administration of County's or Silverton's responsibilities under this Contract except upon written consent of Silverton, and if applicable, the employee, client, applicant or person.

B. Silverton shall ensure that its agents, employees, officers, and subcontractors with access to County and Silverton records understand and comply with this confidential provision.

C. Both parties acknowledge that they are acting as Covered Entities as that term is defined by the federal Health Insurance Portability and Accountability Act ("HIPAA"). Both parties will protect the confidentiality of patient records in accordance with HIPAA. Without limiting the foregoing, patient records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

12. INDEMNIFICATION AND INSURANCE

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

B. INTENTIONALLY REMOVED

C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

13. EARLY TERMINATION

This Contract may be terminated as follows:

A. County and Silverton, by mutual written agreement, may terminate this Contract at any time.

B. Either party in its sole discretion may terminate this Contract for any reason on 30 days written notice to the other party.

C. Either County or Silverton may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

D. Notwithstanding section 13C, Silverton may terminate this Contract immediately by written notice to County upon denial, suspension, revocation, or non-renewal of any license, permit or certificate that County must hold to provide services under this Contract.

14. PAYMENT ON EARLY TERMINATION

Upon termination pursuant to section 13, payment shall be made as follows:

A. If terminated under 13A or 13B for the convenience of the County, Silverton shall pay County for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim County may have against Silverton.

B. If terminated under 13C by Silverton due to a breach by the County, then Silverton shall pay County for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

C. If terminated under 13C or 13D by Silverton due to a breach by the County, then Silverton shall pay the County for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which Silverton may be entitled.

15. INDEPENDENT CONTRACTOR

A. County is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out County's activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract 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. County is acting as an "independent contractor" and is not an employee of Silverton and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an "independent contractor", County will not receive any benefits

normally accruing to Silverton employees unless required by applicable law. Furthermore, County is free to contract with other parties for the duration of the contract.

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

16. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of the parties 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 parties according to law.

17. OWNERSHIP AND USE OF DOCUMENTS

All documents, or other material submitted to the County by Silverton (except medical records) shall become the sole and exclusive property of the County. All material prepared by Silverton under this Contract may be subject to Oregon's Public Records Laws.

18. NO THIRD-PARTY BENEFICIARIES

A. County and Silverton are the only parties to this Contract and are the only parties entitled to enforce its terms.

B. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

19. SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

20. MERGER CLAUSE

This Contract and the following exhibits constitute the entire agreement between the parties:

Exhibit A – Statement of Work

Exhibit B – Contracted Clinical Services

A. The terms contained in this Amendment replace all terms contained in the Contract prior to the effective date of this Amendment.

B. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.

C. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.

D. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

21. WAIVER

The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

22. REMEDIES

In the event of breach of this Contract, the Parties shall have the following remedies:

A. If terminated under 13C by Silverton due to a breach by the County, Silverton may complete the Work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the County shall pay to Silverton the amount of the reasonable excess.

B. In addition to the remedies in sections 13 and 14 for a breach by the County, Silverton also shall be entitled to any other equitable and legal remedies that are available.

C. If Silverton breaches this Contract, County's remedy shall be limited to termination of the Contract and receipt of Contract payments to which County is entitled.

23. INSURANCE

A. REQUIRED INSURANCE. Silverton shall obtain at Silverton's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Silverton shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. WORKERS COMPENSATION. All employers, including Silverton, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Silverton shall require and ensure that each of its subcontractors complies with these requirements.

ii. PROFESSIONAL LIABILITY. Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Silverton shall provide proof of insurance of not less than the following amounts as determined by the County:

☐ **Required by County** ☒ **Not required by County.**
☐ $1,000,000 Per occurrence limit for any single claimant; and
☐ $2,000,000 Per occurrence limit for multiple claimants
☐ Exclusion Approved by Risk Manager

iii. CYBER LIABILITY. Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

☐ **Required by County** ☒ **Not required by County.**
☐ $2,000,000 Per occurrence limit for any single claimant; and
☐ $5,000,000 Per occurrence limit for multiple claimants
☐ Exclusion Approved by Information Technology Director and Risk Manager

iv. COMMERCIAL GENERAL LIABILITY. Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Silverton shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ **Required by County** ☐ **Not required by County.**

Minimum Limits:
☒ $1,000,000 Per occurrence limit for any single claimant; and
☒ $2,000,000 Per occurrence limit for multiple claimants
☐ Exclusion Approved by Risk Manager
☐ $500,000 Per occurrence limit for any single claimant
☐ $1,000,000 Per occurrence limit for multiple claimant

v. AUTOMOBILE LIABILITY INSURANCE. Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Silverton shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ **Required by County** ☐ **Not required by County.**

Minimum Limits:
☒ Oregon Financial Responsibility Law, ORS 806.060 ($25,000 property damage/$50,000 bodily injury $5,000 personal injury).
☐ $500,000 Per occurrence limit for any single claimant; and
☐ $1,000,000 Per occurrence limit for multiple claimants
☐ Exclusion Approved by Risk Manager

B. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from Silverton or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.

C. CERTIFICATE(S) OF INSURANCE. Silverton shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Silverton shall pay for all deductibles, self-insured retention, and self-insurance, if any.

D. SELF-INSURANCE. Silverton may self-insure any coverages required hereunder.

24. NOTICE

Except as otherwise expressly provided in this contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Silverton or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Silverton:	To County:
Legacy Silverton Medical	Procurement & Contracts Manager
342 Fairview St	555 Court Street NE, Suite 5232
Silverton, OR 97381	P.O. Box 14500
Name: Ginger Henry	Salem, OR 97309
Email: giahenry@lhs.org	Email: Health_Contracts@co.marion.or.us

25. SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.

26. SEVERABILITY

If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

27. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Silverton represents and warrants to the County that:

A. Silverton has the power and authority to enter into and perform this Contract.

B. This Contract, when executed and delivered, is a valid and binding obligation of Silverton, enforceable in accordance with its terms.

C. Silverton (to the best of Silverton's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:

i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

ii. Any tax provisions imposed by a political subdivision of this state that applied to Silverton, to Silverton's property, operations, receipts, or income, or to Silverton's performance of or compensation for any work performed by Silverton;

iii. Any tax provisions imposed by a political subdivision of this state that applied to Silverton, or to goods, services, or property, whether tangible or intangible, provided by Silverton; and

iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

D. Any Goods delivered to the County under this Contract, and Silverton's Services rendered in the performance of Silverton's obligations under this Contract, shall be provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

28. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SILVERTON

The undersigned certifies under penalty of perjury both individually and on behalf of Silverton is a duly authorized representative of Silverton, has been authorized by Silverton to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Silverton.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

_____
Chair Date

_____
Commissioner Date

_____
Commissioner Date

Authorized Signature:  05/20/2026
Troy Gregg, Administrator Date

Authorized Signature: Jan Fritz
Jan Fritz (May 20, 2026 17:45:39 PDT) 05/20/2026
Chief Administrative Officer Date

Reviewed by Signature: Scott A. Norris
Scott A. Norris (May 20, 2026 17:12:49 PDT) 05/20/2026
Marion County Legal Counsel Date

Reviewed by Signature: 05/20/2026
Marion County Contracts & Procurement Date

LEGACY SILVERTON MEDICAL CENTER SIGNATURE

Authorized Signature: _____
Angelique Vuilleumier Date

Title: Dir. Supply Chain Solutions

EXHIBIT A
STATEMENT OF WORK

1. STATEMENT OF SERVICES

Silverton shall perform Services as described below.

A. GENERAL INFORMATION.

Marion County Health and Human Services (MCHHS) Behavioral Health Crisis Center (BHCC) agrees to provide crisis services for Legacy Silverton Medical Center.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

MCHHS BHCC agrees to be available for face-to-face screenings, seven (7) days a week, from 9:00 pm (PST) until 8:00 am (PST) the following day, with no provision for phone screenings. BHCC staff shall respond in-person to Legacy Silverton Medical Center within two (2) hours of Silverton's request. BHCC staff shall respond in person to Legacy Silverton Medical Center within two (2) hours of Silverton's call, as available and weather/road conditions allow.

C. SPECIAL REQUIREMENTS.

County shall be solely responsible for and shall have control over the means, methods, techniques, sequences, and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors, and agents.

County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence and perform Services in a timely, professional, and workmanlike manner in accordance with standards applicable to County's industry, trade or profession.

2. COMPENSATION

The total amount available for payment to County under Exhibit A, section 2.A and for authorized reimbursement to County under Exhibit A, section 2.C is **$217,000.00**.

A. METHOD OF PAYMENT FOR SERVICES.

A.1. July 1, 2023, through June 30, 2026:

Silverton shall pay County a fixed rate of $2,500.00 per month for Capacity costs. Silverton shall pay County at the rate of $69.87 for the first three (3) hours of requested services, plus mileage, calculated on a door-to-door basis (PCC door to the destination and return to PCC's door), will be paid upon invoice. Mileage shall be reimbursed at the standard IRS mileage rate for business use of an automobile. Should the crisis service extend beyond the initial three (3) hours, services will be billed at $23.29 per hour, which will include transportation time. The three (3) hour unit is based on the assumption that the screening and discharge will occur within one (1) hour.

A.2. Beginning July 1, 2026, Silverton shall pay County the fixed rates below:

Service	Rate/Payment	Notes
Capacity Costs	$3,000 per month	Supports ongoing capacity and readiness for service delivery.
Crisis Services / Screenings	$350 per screening	Includes travel and transportation time; no additional mileage or travel expenses may be invoiced.

A. BASIS OF PAYMENT FOR SERVICES.

Silverton shall pay County monthly progress payments upon Silverton's approval of County's invoice submitted to Silverton for completed Services and delivered Goods, but only after Silverton has determined that County has completed, and Silverton has accepted the completed Services and Silverton has accepted the delivered goods.

B. EXPENSE REIMBURSEMENT. Except as expressly set forth herein, Silverton will not reimburse County for any expenses under this Contract.

C. GENERAL PAYMENT PROVISIONS. Notwithstanding any other payment provision of this contract, failure of the Silverton to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the County to the Silverton, and shall continue until the Silverton submits required reports, performs required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Silverton.

D. INVOICES. County shall send all invoices to Silverton's Contract Administrator at the address specified below or to any other address as Silverton may indicate in writing to County.

Legacy Silverton Medical Center
342 Fairview Street Silverton, OR 97381
ATTN: Accounts Payable

EXHIBIT B
CONTRACTED CLINICAL SERVICES

RECITALS

The parties acknowledge that The Joint Commission requires that hospitals such as Silverton ensure that services provided by clinical services providers such as the County are provided in a manner that permits Silverton to comply with all applicable conditions of participation and standards for the contracted services and that such services are provided in a safe and effective manner.

AGREEMENT

The parties agree as follows:

1. KPI's
    a. Response Time: As noted in Exhibit A.
    b. County can provide written evidence of staff servicing Silverton of current license(s)/certificate dates.

2. Risk. County will report any actual or near miss occurrences to the unit manager or director in a manner consistent with Silverton policies. County will participate in any investigations related to County's services as requested.

3. Safety. As applicable, County uses appropriate devices/equipment to decrease risks to patients and staff. County will periodically inspect and evaluate all equipment to determine whether in County's reasonable opinion it is being maintained in a safe condition and being utilized in a safe and efficient manner. County will provide services and document services provided in accordance with state laws and The Joint Commission standards; follow all Silverton policies applicable to the services, and applicable Medical Staff Bylaws/Rules and Regulations.

4. Documentation and Review. County will provide Silverton with reasonable documentation supporting County's compliance with this exhibit. Such documentation will be provided as follows: monthly PowerPoint compliance reports. Additionally, County will participate in periodic performance reviews, to occur no more frequently than once every twelve (12) months

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 6/17/2026

Department: Public Works

Title: Intergovernmental Agreement between Marion County and East Salem Service District for Stormwater Services

Management Update/Work Session Date: 06/02/2026 **Audio/Visual aids** ☐

Time Required: 10 minutes **Contact:** Brian Nicholas **Phone:** 503-365-3111

Requested Action:
Approve Amendment No. 1 to Contract PW-4107-21, an Intergovernmental agreement between Marion County and the East Salem Service District (ESSD) under which Marion County provides Municipal Separate Storm Sewer System (MS4) services to ESSD.

Issue, Description & Background:
The Public Works Stormwater Program provides services to ESSD to maintain compliance with ESSD's MS4 permit. ESSD collects stormwater fees as an assessment on property taxes to pay for these services. The current agreement expires on June 30, 2026. The proposed amendment would:

A. Extend the term an additional 5 years for a new expiration date of June 30, 2031.
B. Remove language requiring ESSD to contribute $60,000/year to the development of a Stormwater Management Plan.
C. Replace CPI language with a 3.0% per year fixed rate increase to cover inflationary costs.

Financial Impacts:
This funding allows for required stormwater services to be completed within the ESSD as required by the county's MS4 permit.

Impacts to Department & External Agencies:
This amendment yields no impacts to other county departments and external agencies.

List of attachments: Contract PW-4107-21 and Amendment No. 1

Presenter: Brian Nicholas

Department Head Signature: Brian Nicholas

Digitally signed by Brian Nicholas
Date: 2026.05.13 10:23:06 -07'00'

Contract Review Sheet

Intergovernmental Agreement **PW-4107-21 - Am1**

Title: **IGA for Stormwater Management Services for the ESSD**

Contractor's Name: **East Salem Service District**

Department: **Public Works Department** Contact: **Janet Wilson**

Analyst: **Kathleen George** Phone #: **(503) 566-4139**

Term - Date From: **July 1, 2021** Expires: **June 30, 2031**

Original Contract Amount: **$ 5,356,511.00** Previous Amendments Amount: **$ -**

Current Amendment: **$ 605,241.00** New Contract Total: **$ 5,961,752.00** Amd% **11%**

Incoming [redacted] Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: **50-0010 General Exemptions (IGAs and QRFs)** **Department**

Description of Services or Grant Award

IGA detailing the provision of stormwater management services to the East Salem Service District by the Public Works department. Includes vegetation management services, stormwater crew lead services, and stormwater master plan contributions.

Amendment 1 changes Section 4 - Funding and Billing to add a yearly fee for stormwater management and maintenance services as stated in Exhibit B.

Desired BOC Session Date:	**6/17/2026**	Contract should be in DocuSign by:	**5/27/2026**
Agenda Planning Date	**6/4/2026**	Printed packets due in Finance:	**6/2/2026**
Management Update	**6/2/2026**	BOC upload / Board Session email:	**6/3/2026**

BOC Session Presenter(s) **Brian Nicholas** Code: **Y**

REQUIRED APPROVALS

[signature]	05/19/2026	Janet Wilson	05/19/2026
Finance - Contracts	Date	Contract Specialist	Date
Scott A. Norris Scott A. Norris (May 19, 2026 15:56:09 PDT)	05/19/2026	Jan Fritz Jan Fritz (May 19, 2026 23:29:45 PDT)	05/19/2026
Legal Counsel	Date	Chief Administrative Officer	Date

AMENDMENT 1 to PW-4107-21 the
INTERGOVERNMENTAL AGREEMENT
between
EAST SALEM SERVICE DISTRICT and MARION COUNTY

The Intergovernmental Agreement, entered into pursuant to ORS Chapter 190, as may be amended from time to time, the "Agreement," between East Salem Service District, a county service district formed under ORS chapter 451, hereafter called District, and Marion County, a political subdivision of the State of Oregon, hereafter called County, effective July 01, 2021.

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

3. TERM AND TERMINATION

3.1 This Agreement shall be effective for the period of July 1, 2021 through June 30, 2031 ~~June 30, 2026~~ unless sooner terminated as provided herein. ~~Agreement may be extended through June 30, 2031.~~

4. FUNDING AND BILLING

4.1 The total amount paid under this contract shall not exceed the budgeted amount authorized by the District governing body. Payments under this contract shall be made according to the following terms:

County shall determine the fee the District owes to County for services provided pursuant to this agreement during the budget process. The methodology for calculating the fee for services provided pursuant to this agreement is set forth in Exhibit A, attached hereto and incorporated herein by this reference. The annual amount due to the County shall be reduced by nine percent (9%) of insurance premiums paid by the District. The County's internal journal entry billing process shall be used to make payments from the District to the County on a quarterly basis.

District will also pay County a yearly fee for stormwater management and maintenance services. The fee will begin at $114,000 on July 1, 2026, and will be increased annually by 3.0%, as outlined in Exhibit B.

~~District will also pay County a yearly fee for stormwater oversight and vegetation management services. The fee will begin at $91,060.96 on July 1, 2021 and will be increased annually by the previous December West Class B/C CPI index. $50,000 will be contributed to stormwater oversight and $41,060.96 will be contributed to vegetation management. At the end of each fiscal year the County will calculate and reimburse District for vegetation management services at a prorated per-acre rate if less than 25 acres of vegetation management services have been completed.~~

~~District will provide an additional $60,000 to County per year for the first five (5) years of this agreement for contributions toward a Stormwater Master Plan and flood mitigation infrastructure improvements.~~

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

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: Brian Nicholas (May 19, 2026 12:29:54 PDT) 05/19/2026
Department Director or designee Date

Authorized Signature: Jan Fritz (May 19, 2026 23:29:45 PDT) 05/19/2026
Chief Administrative Officer Date

Reviewed by Signature: Scott A. Norris (May 19, 2026 15:56:09 PDT) 05/19/2026
Marion County Legal Counsel Date

Reviewed by Signature: 05/19/2026
Marion County Contracts & Procurement Date

EAST SALEM SERVICE DISTRICT

Chair Date

Director Date

Director Date

Exhibit B - Stormwater Management and Maintenance Services Fee Schedule

Fiscal Year	Stormwater Services Annual Fee	% Incr
FY26-27	$ 114,000	
FY27-28	$ 117,420	3.0%
FY28-29	$ 120,943	3.0%
FY29-30	$ 124,571	3.0%
FY30-31	$ 128,308	3.0%

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 06/17/2026

Department: Public Works

Title: Emergency Management Performance Grant (EMPG) No. 25-523

Management Update/Work Session Date: 06/02/2026 **Audio/Visual aids** ☐

Time Required: 5 Min **Contact:** Greg Walsh **Phone:** 503-991-6926

Requested Action:
Approve Emergency Management Performance Grant (EMPG) No. 25-523 between Marion County and the Oregon Department of Emergency Management in the amount of $238,810.

Issue, Description & Background:
The EMPG Program focuses on the development and sustainment of core Emergency Management capabilities as outlined in FEMA's National Preparedness Strategy. Particular emphasis is placed on building and sustaining capabilities that address high consequence events that pose the greatest risk to the security and resilience of the United States. The funds from this agreement are meant to supplement Marion County's day-to-day operational costs for Emergency Management.

Financial Impacts:
This fiscal year's grant amount totals $119,405 and requires a County in-kind match of $119,405, for a total agreement amount of $238,810.

Impacts to Department & External Agencies:
There are no financial impacts to other county departments. EMPG revenue and the County match are budgeted in the fiscal year.

List of attachments:
EMPG Grant Agreement No. 25-523

Presenter:
Greg Walsh

Department Head Signature:
Brian Nicholas
Digitally signed by Brian Nicholas
Date: 2026.04.10 09:04:59 -07'00'

Contract Review Sheet

Grant Agreement **PW-7115-26**

Title: **Emergency Management Performance Grant No. 25-523**

Contractor's Name: **Oregon Emergency Management**

Department: **Public Works Department** Contact: **Janet Wilson**

Analyst: **Kathleen George** Phone #: **(503) 566-4139**

Term - Date From: **Execution** Expires: **June 30, 2026**

Original Contract Amount: **$ 238,810.00** Previous Amendments Amount:

Current Amendment: **$ -** New Contract Total: **$ 238,810.00** Amd% **0%**

Incoming Funds ☑ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: **Not Applicable (Incoming Funds)** **Department**

Description of Services or Grant Award

Emergency Management Performance Grant No. 25-523.

The FY2025 EMPG Program focuses on the development and sustainment of core capabilities as outlined in the National Preparedness Strategy. Particular emphasis is placed on building and sustaining capabilities that address high consequence events that pose the greatest risk to the security and resilience of the United States.
The funds from this agreement are meant to supplement Marion County's day-to-day operational costs for Emergency Management.

This grant requires a cash match of $119,405.00 from the County.

The grant includes the following:
EMPG Federal Grant Funds $119,405.00
Marion County match $119,405.00
Total of $238,810.00

Desired BOC Session Date: **6/17/2026** Contract should be in DocuSign by: **5/27/2026**

Agenda Planning Date **6/4/2026** Printed packets due in Finance: **6/2/2026**

Management Update **6/2/2026** BOC upload / Board Session email: **6/3/2026**

BOC Session Presenter(s) **Greg Walsh** Code: **Y**

REQUIRED APPROVALS

	06/01/2026	Janet Wilson Janet Wilson (Jun 1, 2026 15:13:18 PDT)	06/01/2026
Finance - Contracts	Date	Contract Specialist	Date
Legal Counsel	Date	Chief Administrative Officer	Date

OREGON DEPARTMENT OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM
GRANT AGREEMENT

Project Name: Marion County Public Works

Grant Number: 25-523

This grant agreement ("Agreement"), is between the State of Oregon, acting through its Oregon Department of Emergency Management ("OEM"), and Marion County, by and through Marion County Public Works("Subrecipient") for the project referred to above and described in Exhibit A ("Project"). This Agreement becomes effective only when fully signed and approved as required by applicable law. Notwithstanding the effective date of this agreement, Project activities may begin on July 1, 2025.

This Agreement includes the following parts, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

- Exhibit A Project Description and Budget
- Exhibit B Terms and Conditions
- Exhibit C Federal Requirements and Certifications
- Exhibit D Reserved
- Exhibit E Information Required by 2 CFR § 200.332(a)(1)
- Exhibit F Certification Regarding Lobbying

Pursuant to Oregon Laws 2022, Chapter 110 (the "Act"), OEM is authorized to award grants and enter into grant agreements as part of the Emergency Management Performance Grant Program ("EMPG" or "Program").

SECTION 1 - KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: $119,405.

Period of Performance: July 1, 2025 – June 30, 2026.

SECTION 2 - GRANT

OEM shall provide Subrecipient, and Subrecipient shall accept from OEM, an EMPG grant (the "Grant") not to exceed $119,405 in Grant funds for eligible costs (the "Grant Funds"). If applicable, Subrecipient shall provide matching funds for all project costs as described in Exhibit A.

OEM's obligations are subject to the receipt of the following items, in form and substance satisfactory to OEM and its Counsel:

(1) This Agreement duly signed by an authorized officer of Subrecipient; and

(2) Such other certificates, documents, opinions and information as OEM may reasonably require.

Subrecipient shall complete the Project and use its own fiscal resources or money from other sources to pay for any costs of the Project in excess of the total amount of financial assistance provided pursuant to this Agreement.

SECTION 3 - DISBURSEMENTS

A. Reimbursement Basis. The Grant Funds shall be disbursed to Subrecipient on an expense reimbursement or cost-incurred basis.

B. Disbursement Requirements.

(1) Subrecipient must submit each disbursement request for eligible Project Costs on a Request for Reimbursement form ("RFR"), provided by OEM electronically through grants management software.

(2) Subrecipient must submit a signed RFR, that includes supporting documentation for all grant expenditures. RFRs may be submitted monthly or quarterly during the term of this Agreement. The final RFR must be submitted no later than 30 days following the end of the Period of Performance ("RFR Deadline"). OEM has no obligation to reimburse Subrecipient for any RFR submitted after the RFR Deadline.

(3) Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.

(4) Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.

(5) Reimbursements will only be made for actual expenses incurred during the Period of Performance. Subrecipient agrees that no grant may be used for expenses incurred before or after the Period of Performance.

(6) Subrecipient must pay its contractors, consultants, and vendors before submitting a RFR to OEM for reimbursement. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the EMPG guidance and application materials, including without limitation the Notice of Funding Opportunity (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at:

EMPG: https://www.oregon.gov/oem/emresources/Grants/Pages/EMPG.aspx

C. Financing Availability. Subrecipient must incur eligible costs under this Agreement on or before the Period of Performance Deadline. Subrecipient's right to request disbursements for eligible costs under this Agreement terminates 30 days following the end of the RFR Deadline.

D. Conditions to Disbursements. As to any disbursement, OEM has no obligation to disburse funds unless all following conditions are met:

(1) OEM (a) has received a completed RFR on an OEM provided electronic form, (b) has received an accounting of how all prior disbursements have been expended, including written evidence of materials and labor furnished to or work performed upon the Project, including itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OEM may require, (c) is satisfied that all items listed in the RFR are reasonable, and (d) has determined that the disbursement is only for eligible costs that are in accordance with Exhibit A Project Description and Project Budget.

(2) The representations and warranties made in this Agreement are true and correct on the date of disbursement as if made on such date.

(3) OEM has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within OEM's biennial appropriation or limitation. Notwithstanding the preceding sentence, payment of funds by OEM is contingent on OEM receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments in accordance with the terms of this Agreement, and notwithstanding anything in this Agreement, occurrence of such contingency does not constitute a default. Upon occurrence of such contingency, OEM has no further obligation to disburse funds to Subrecipient.

(4) All other conditions precedent under this Agreement are met.

(5) There is no Event of Default by Subrecipient.

SECTION 4 - USE OF GRANT

A. Eligible Use. Subrecipient's use of the Grant Funds is limited to those expenses that are both reasonable and necessary to complete the Project and that are in accordance with Exhibit A Project Description and Budget.

B. Ineligible Use. Subrecipient shall not use the Grant Funds to retire any debt or to lobby, influence or attempt to influence, any federal, state or local government official.

C. Misexpended or Unexpended Grant Funds. Any Grant Funds disbursed to Subrecipient, or any interest earned by Subrecipient on the Grant Funds, that is not used according to this Agreement and approved by OEM or that remain unexpended after the earlier of the Period of Performance Deadline, the date the Project is completed or the date that this Agreement is terminated, shall be immediately returned to OEM, unless otherwise directed by OEM in writing.

The Subrecipient shall be responsible for pursuing recovery of monies paid under this Agreement in providing disaster assistance against any party that might be liable, and further, the Subrecipient shall cooperate in a reasonable manner with the State of Oregon and the Federal Government in efforts to recover expenditures under this Agreement.

In the event the Subrecipient obtains recovery from a responsible party, the Subrecipient shall first be reimbursed its reasonable costs of litigation from such recovered funds. The Subrecipient shall pay to OEM the proportionate Federal share, as defined in Exhibit A, of all project funds recovered in excess of costs of litigation.

SECTION 5 - REPRESENTATIONS AND WARRANTIES OF SUBRECIPIENT

A. Existence and Power. Subrecipient represents and warrants to OEM that Subrecipient is a municipality, education service district, fire protection district, or domestic water supply district duly organized under the laws of Oregon, and has full power, authority and legal right to make this Agreement and to incur and perform its obligations under this Agreement.

B. Authority, No Contravention. The making and performance by Subrecipient of this Agreement: (a) have been duly authorized by all necessary action of Subrecipient; (b) do not and will not violate any provision of any applicable law, rule, regulation or order of any court, regulatory commission, board or other administrative agency or any provision of its organizational documents; and (c) do not and will not result in the breach of, or constitute a default or require any consent, under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected.

C. Binding Obligation. This Agreement has been duly executed and delivered by Subrecipient and when duly executed and delivered by OEM, constitutes legal, valid, and binding obligations of Subrecipient, enforceable in accordance with its terms, subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

D. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by Subrecipient of this Agreement.

E. Misleading Statements. The Subrecipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading, in this Agreement or any document submitted by or on behalf of the Subrecipient to OEM. The information contained in this Agreement is true and accurate in all respects.

F. Debarment or Suspension. Neither Subrecipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Subrecipient agrees to notify OEM immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crime.

G. No Solicitation. Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to sub-agreements. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

H. NIMS Compliance. By accepting funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through OEM at Oregon Department of Emergency Management : National Incident Management System (NIMS) : Plans and Assessments : State of Oregon The warranties set forth in

this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law. Subrecipient agrees to complete the annual OEM NIMS Assessment.

SECTION 6 - COVENANTS OF SUBRECIPIENT

The Subrecipient covenants as follows:

A. Period of Performance Deadline. Subrecipient shall complete the Project by the Period of Performance Deadline unless the total amount of the Grant is not available because one or more of the conditions in Section 3.D. are not satisfied.

B. Reporting Requirements. Subrecipient shall submit periodic reports to OEM. The reports shall consist of the following:

1) Performance Reports.

a) Subrecipient shall submit Programmatic Performance Reports, using an electronic form provided by OEM, on its progress in meeting each of its agreed upon goals and objectives. The narrative reports will address specific information regarding the activities carried out under the Fiscal Year 2025
b) Reports are due to OEM on or before the 15th day of the month following the end of each calendar quarter (ending on March 31, June 30, September 30, and December 31). The start date may vary depending on contract terms and will be communicated by OEM.
c) Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

2) Financial Reports
a) Subrecipient shall submit fiscal reports, using an electronic form provided by OEM, on the amount of Grant Funds used towards completion of the Project, as established in Exhibit A of this agreement.
b) Fiscal reports are due to OEM on or before the 30th day of the month following the end of each calendar quarter (ending on March 31, June 30, September 30, and December 31).
c) Subrecipient may request from OEM prior written approval to extend a fiscal report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

3) Close-Out Report.

a) Subrecipient shall submit a final close-out report to OEM for review which must include a financial performance report, construction reports (if applicable), invention disclosure (if applicable), Federally owned property report (if applicable), and final request for reimbursement (if applicable).
b) Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues, may result in the suspension of grant payments, termination of this Agreement, or both.

C. Subrecipient Procurements.

(1) Sub Agreements. Subrecipient may enter into agreements (hereafter "sub agreements") for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including but not limited to the Build America, Buy America Act (BABAA) 2 CFR Part 184, ORS chapters 279A, 279B, 279C), and that for contracts for more than $150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than $10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement.

a. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for $100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than $100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.

b. All sub agreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of $100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of $100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.

c. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.

d. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

e. In the event that Subrecipient subcontracts for engineering services, Subrecipient shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm's contract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with Subrecipient for the benefit of Subrecipient of not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that the subcontract shall terminate immediately upon cancellation or lapse of the bond or insurance

and shall require the subcontractor to notify Subrecipient immediately upon any change in insurance coverage or cancellation or lapse of the bond.

(2) Purchases and Management of Property and Equipment: Records. Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:

a. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.

b. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Assistance Listing Number (ALN) (formerly CFDA); name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.

c. For acquisition projects, Subrecipient shall retain real estate transaction and property tracking records indefinitely to enable FEMA to track the use of real property acquired with Grant Funds and ensure that the property is maintained for open space in perpetuity (see 44 CFR Part 80).

d. A physical inventory of the property and equipment must be taken, and the results reconciled with the property and equipment records at least once every two years.

e. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.

f. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.

g. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.

h. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.

i. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.

j. Subrecipient shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the EMPG.

D. Compliance with Laws. Subrecipient shall comply with the requirements of all applicable laws, rules, regulations and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
Specifically, Subrecipient acknowledges and agrees to follow constitutional Equal Protection requirements. Subrecipient shall consider all eligible beneficiaries (meeting 2 or more economic equity risk factors) as described in Exhibit A and shall not refuse to work with individuals, families, businesses, or communities based on protected class considerations.

E. Notice of Adverse Change. The Subrecipient shall promptly notify OEM of any adverse change in the activities, prospects or condition (financial or otherwise) of Subrecipient, or the Project related to the ability of Subrecipient to perform all obligations required by this Agreement.

F. Notice of Event of Default. The Subrecipient shall give OEM prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Subrecipient becomes aware of its existence or reasonably believes an Event of Default is likely.

G. Contributory Liability and Contractor Indemnification.

(1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party's liability to the other in regards to the Third Party Claim.
If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party's contribution amount in any instance is

capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

(2) Subrecipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. This Section shall survive termination of this Contract.

Subrecipient shall require the other party, or parties, to each of its sub agreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

H. Disadvantaged and Emerging Small Business. ORS 200.090 states public policy is to "aggressively pursue a policy of providing opportunities for available contracts to emerging small businesses." OEM encourages Subrecipient, in its contracting activities, to follow good faith efforts described in ORS 200.045. The Governor's Policy Advisor for Economic & Business Equity provides additional resources and the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at: https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp.

I. Inspections; Information. The Subrecipient shall permit OEM, and any party designated by OEM: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. The Subrecipient shall supply any related reports and information as OEM may reasonably require.

J. Records, Access to Records and Facilities. Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Equipment in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and state minimum standards for audits of municipal corporations. OEM, the Secretary of State of the State of Oregon ("Secretary"), and their duly authorized representatives shall have access to the books, documents, papers, and records of Subrecipient that are directly related to this Agreement or the Equipment provided for the purpose of making audits and examinations. In addition, OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records.

K. Retention of Records. Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth. If there are unresolved issues at the end of such period, Subrecipient shall retain the books, documents, papers and records until the issues are resolved.

L. Reserved

M. Continued Tax Compliance. Subrecipient shall, throughout the duration of this Agreement, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. OEM does not provide tax advice and OEM is not responsible for any tax consequences or compliance requirements associated with the Grant award to Subrecipient, including but not limited to 1099 Requirements and tax reporting requirements. Subrecipient is advised to consult with their own tax advisor or legal counsel.

N. Tax Notice to Beneficiaries. Subrecipients that provide direct funding to beneficiaries shall provide notice to beneficiaries to the effect that OEM has not provided any tax advice to the beneficiaries of Program funds and OEM is not responsible for tax consequences, if any, to beneficiaries in connection with receipt of Program funding. Beneficiaries are advised to consult with their own tax advisor or legal counsel regarding tax consequences, if any, of accepting funds.

O. Federal Audit Requirements. The Grant is federal financial assistance, and the Assistance Listing (formerly CFDA) number and title is "97.042 Emergency Management Performance Grants".

(1) If Subrecipient receives federal funds in excess of $750,000 in the Subrecipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Subrecipient, if subject to this requirement, shall at its own expense submit to OEM a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OEM the annual audit of any Subrecipient(s), contractor(s), or subcontractor(s) of Subrecipient responsible for the financial management of funds received under this Contract.

(2) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Subrecipient did not expend $750,000 or more in Federal funds in its fiscal year but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.

(3) Subrecipient shall save, protect and hold harmless OEM from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

SECTION 7 - DEFAULT

Any of the following constitutes an "Event of Default":

A. Misleading Statement. Any material false or misleading representation is made by or on behalf of Subrecipient, in this Agreement or in any document provided by Subrecipient related to this Grant or the Project.

B. The Subrecipient fails to perform any obligation required under this Agreement, other than those referred to in subsection A of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Subrecipient by OEM. OEM may agree in writing to an extension of time if it determines Subrecipient instituted and has diligently pursued corrective action.

SECTION 8 - REMEDIES

Upon the occurrence of an Event of Default, OEM may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of OEM's obligations to make the Grant or further disbursements, return of all or a portion of the Grant amount, payment of interest earned on the Grant amount, and declaration of ineligibility for the receipt of future awards from OEM. If, as a result of an Event of Default, OEM demands return of all or a portion of the Grant amount or payment of interest earned on the Grant amount, Subrecipient shall pay the amount upon OEM's demand. OEM may also recover all or a portion of any amount due from Subrecipient by deducting that amount from any payment due to Subrecipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. OEM reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.

In the event OEM defaults on any obligation in this Agreement, Subrecipient's remedy will be limited to a claim for reimbursement or disbursement of funds authorized under this Agreement. In no event will OEM be liable to Subrecipient for any expenses related to termination of this Agreement or for anticipated profits or loss.

SECTION 9 - TERMINATION

In addition to terminating this Agreement upon an Event of Default as provided in Section 8, OEM may terminate this Agreement with notice to Subrecipient under any of the following circumstances:

A. Termination by OEM.

(1) The Oregon Department of Administrative Services notifies OEM of an anticipated shortfall in applicable revenues or OEM fails to receive sufficient funding, appropriations or other expenditure authorizations to allow OEM, in its reasonable discretion, to continue making payments under this Agreement;

(2) There is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding;

(3) Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal;

(4) The Project would not produce results commensurate with the further expenditure of funds;

(5) Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM; or

(6) OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.

B. Termination by Subrecipient. Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:

(1) The requisite local funding to continue the Project becomes unavailable to Subrecipient; or

(2) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

C. Termination by Either Party. Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the ten days, if the other Party fails to comply with any of the terms of this Agreement.

D. Termination by Mutual Consent. The Agreement may be terminated by mutual written consent of the parties.

E. Effect of Termination. In the event of termination of this Agreement, each party shall be liable only for Project Costs and allowable expenses incurred by the other party, prior to the effective date of termination, and Subrecipient will return all Federal funds paid to Subrecipient for the Project which have not been expended or irrevocably committed to eligible activities.

F. Settlement Upon Termination. Immediately upon termination under Sections 9.A.(1), (4) or (5), no Grant Funds shall be disbursed by OEM, and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 4.C and the terminating party may pursue additional remedies in law or equity. Upon termination pursuant to any other provision in this Section 10, no further Grant Funds shall be disbursed by OEM and Subrecipient shall return funds to OEM in accordance with Section 6.c, except that Subrecipient may pay, and OEM shall disburse, funds for obligations incurred and approved by OEM up to the day that the non-terminating party receives the notice of termination. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 10.D and G.

SECTION 10 - MISCELLANEOUS

A. No Implied Waiver. No failure or delay on the part of OEM to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

B. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

C. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Subrecipient or OEM at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the Subrecipient's email system that the notice has been received by the Subrecipient's email system or 2) the Subrecipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OEM: Preparedness Director
Oregon Department of Emergency Management
3930 Fairview Industrial Drive SE
Salem OR 97302

If to Subrecipient: Emergency Manager
Marion County
5155 Silverton Rd NE. Salem, OR 97305

D. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.

E. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.

F. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of OEM, Subrecipient, and their respective successors and assigns, except that Subrecipient may not assign or transfer its rights, obligations or any interest without the prior written consent of OEM.

G. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument. Copies of signature by facsimile, electronic scan, or other electronic means will be considered original signatures.

H. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.

I. No Third-Party Beneficiaries. OEM and Subrecipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

J. Survival. All provisions of this Agreement that by their terms are intended to survive shall survive termination of this Agreement.

K. Time is of the Essence. Subrecipient agrees that time is of the essence under this Agreement.

L. Public Records. OEM's obligations under this Agreement are subject to the Oregon Public Records Laws.

M. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 6.C.

N. Duplicate Payment. Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

O. Independent Contractor. Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any

obligation for or legally bind OEM in any way. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

P. Insurance; Workers' Compensation. All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than $500,000 must be included. Subrecipient shall ensure that each of its Subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

Signature page follows.

The Subrecipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

STATE OF OREGON
acting by and through its
Oregon Department of Emergency Management

By: _____
Alaina Calhoun, Preparedness Director

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY

By: Not Required per OAR 137-045-0030

_____

Date: _____

MARION COUNTY

By: **(see Marion County signature page)**
Board of Commissioners

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Subrecipient)

By: _____
Subrecipient's Legal Counsel

Date: _____

SIGNATURE PAGE FOR
EMERGENCY MANAGEMENT PERFORMANCE GRANT NO. 25-523 - PW-7115-26
between
MARION COUNTY and OREGON EMERGENCY MANAGEMENT

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

_____
Chair Date

_____
Commissioner Date

_____
Commissioner Date

Authorized Signature: Brian Nicholas
Brian Nicholas (Jun 1, 2026 15:41:19 PDT) 06/01/2026
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: 06/01/2026
Marion County Contracts & Procurement Date

OREGON EMERGENCY MANAGEMENT SIGNATURE

Authorized Signature: _____
Date

Title: _____

EXHIBIT A - PROJECT DESCRIPTION AND PROJECT BUDGET

Subrecipient's Project Summary:

The FY2025 EMPG Program focuses on the development and sustainment of core capabilities as outlined in the National Preparedness Strategy. Particular emphasis is placed on building and sustaining capabilities that address high consequence events that pose the greatest risk to the security and resilience of the United States. Capabilities are the means to accomplish a mission, function, or objective based on the performance of related tasks, under specified conditions, to target levels of performance. The FY2025 EMPG Work Plan identifies the specific tasks to be performed towards the development and sustainment of core capabilities in Subrecipient's jurisdiction. The funds from this agreement are meant to supplement Subrecipient's day-to-day operational costs for Emergency Management, as outlined in Subrecipient's approved Work Plan. The Work Plan may be updated upon approval by OEM.

Line Item Activity	OEM Funds	Other / Matching Funds
Personnel	119,405	119,405
Travel		
Training		
Supplies		
Rent		
Utilities		
Phone		
Other		
Contractual		
Indirect Cost		
Equipment		
Total	$119,405	$119,405

EXHIBIT B – TERMS AND CONDITIONS

A. All Programmatic Performance Reports (PPR) and Requests for Reimbursement (RFR) must be submitted through OEM's grant management system. Any additional requirements based on federally provided changes may be included in RFR reporting.

B. The use of OEM's grant management system may require additional time for training, submissions, approvals, and reimbursements.

C. Subrecipient shall attend required meetings which could include but are not limited to technical assistance meetings.

D. Subrecipient shall be responsive and involve other staff from their agency as needed to ensure grant compliance.

EXHIBIT C – FEDERAL REQUIREMENTS AND CERTIFICATIONS

Article 1

Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications

I. Recipients must complete either the Office of Management and Budget (OMB)Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.

Article 2

General Acknowledgements and Assurances

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. §200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: HTTPs://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance.

Article 3

Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Article 4

Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5
Age Discrimination Act of 1975
Recipients must comply with the requirements of the Age Discrimination Act of1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 etseq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6
Americans with Disabilities Act of 1990
Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C.§§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7
Best Practices for Collection and Use of Personally Identifiable Information
(1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines "PII" as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8
CHIPS and Science Act of 2022, Public Law 117-167 CHIPS
(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c)Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An "authorized organizational representative (AOR)"is an administrative

official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 9
Civil Rights Act of 1964 – Title VI
Recipients must comply with the requirements of Title VI of the Civil Rights Act of1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.),which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44C.F.R. Part 7.

Article 10
Civil Rights Act of 1968
Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No.90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 11
Reserved

Article 12
Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. §200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 13
Debarment and Suspension
Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 14
Drug-Free Workplace Regulations
Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 15
Duplicative Costs
Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.

Article 16
Education Amendments of 1972 (Equal Opportunity in Education Act) –Title IX
Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. §1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part19.

Article 17
Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. §6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 18
Equal Treatment of Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 19
Anti-Discrimination
Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means "diversity, equity, and inclusion." (b) DEIA means "diversity, equity, inclusion, and accessibility." (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States. (2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. *(iii) [removed by State of Illinois v. FEMA Injunction]* (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to been titled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

Article 20
False Claims Act and Program Fraud Civil Remedies
Recipients must comply with the requirements of the False Claims Act, 31 U.S.C.§§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 21
Federal Debt Status
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit is allowances, and benefit overpayments. See OMB Circular A-129.

Article 22
Federal Leadership on Reducing Text Messaging while Driving
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.

Article 23
Fly America Act of 1974
Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 24
Hotel and Motel Fire Safety Act of 1990
Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990,15 U.S.C. § 2225a.

Article 25
John S. McCain National Defense Authorization Act of Fiscal Year 2019
Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – a sit applies to DHS recipients, subrecipients, and their contractors and subcontractors– prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 26
Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help- department-supported-organizationsprovide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article 27
Lobbying Prohibitions
Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available onGrants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 28
National Environmental Policy Act
Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 29
National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254
(1) Recipient research institutions ("covered institutions") must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254(codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a)cybersecurity; (b) foreign travel security; (c) research security training; and (d)export control training, as appropriate. (2) Definition. "Covered institutions" means recipient research institutions receiving federal Research and Development (R&D) science and engineering support "in excess of $50 million per year."

Article 30
Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 31
Notice of Funding Opportunity Requirements
All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 32
Patents and Intellectual Property Rights
Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article 33
Presidential Executive Orders
Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

Article 34
Procurement of Recovered Materials
States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962)and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 35
Rehabilitation Act of 1973
Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 36
Reserved

Article 37
Reserved

Article 38
Required Use of American Iron, Steel, Manufactured Products, and Construction Materials
(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in

FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 39
SAFECOM
Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

Article 40
Subrecipient Monitoring and Management
Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

Article 41
System for Award Management and Unique Entity Identifier Requirements
Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25,Appendix A, the full text of which is incorporated reference.

Article 42
Reserved

Article 43
Terrorist Financing
Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

Article 44
Trafficking Victims Protection Act of 2000 (TVPA)
Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

Article 45

Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001,Pub. L. 107-56

Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.

Article 46

Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article 47

Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

Article 48

Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded bids/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHPlaws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, andDHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a

floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Applicability of DHS Standard Terms and Conditions to Tribal Nations
The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

Article 50
Reserved

Article 51
Disposition of Equipment Acquired Under the Federal Award
When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).

Article 52
Reserved

Article 53
Reserved

Article 54
Build America, Buy America Act (BABAA) Required Contract Provision &Self-Certification

In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure(FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

EXHIBIT D – RESERVED

EXHIBIT E - INFORMATION REQUIRED BY 2 CFR § 200.332(A)(1)

Federal Award Identification:

(i) Subrecipient* name (which must match registered name in SAM): Marion County Public Works

(ii) Subrecipient's Unique Entity Identifier (SAM): FUAKHMJE2437

(iii) Federal Award Identification Number (FAIN): EMS-2025-EP-05002

(iv) Federal Award Date: February 6,2026

(v) Sub-award Period of Performance Start and End Date: July 1, 2025 to June 30, 2026.

(vi) Sub-award budget period start and end dates: July 1, 2025 to June 30, 2026.

(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: $119,405.00

(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: $ 119,405.00

(ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity:

$119,405.00

(x) Federal award project description as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): The Fiscal Year (FY) 2025 Emergency Management Performance Grant (EMPG) Program is one of the grant programs that constitute DHS/FEMA's focus on all-hazards emergency preparedness. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS/FEMA to assist state, local, tribal, and territorial emergency management agencies to implement the National Preparedness System and the National Preparedness Goal of a secure and resilient nation (xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:

(a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

(b) Name of pass-through entity: Oregon Department of Emergency Management

(c) Contact information for awarding official of the pass-through entity: Erin McMahon, Director

(xii) The Federal Assistance Listing (formerly CFDA) Number and Name: 97.042 Emergency Management Performance Grant
Amount: $4,779,512.00

(xiii) Is Award R&D? No

(xiv) Indirect cost rate for the Federal award: N/A

* For the purposes of this Exhibit E, "pass-through entity" refers to OEM.

EXHIBIT F – CERTIFICATION REGARDING LOBBYING

(Awards in excess of $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed _____

Title _____

Date _____

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 6/~~1~~17/2026 (T)

Department: Public Works

Title: Advisory Curve Warning Signs at Various Locations

Management Update/Work Session Date: 5/19/2026 **Audio/Visual aids** ☐

Time Required: 5 Minutes **Contact:** Carl Lund **Phone:** 503-566-3984

Requested Action: Approve Contract No. PW-7156-26 with Mid Valley Excavation, LLC in the amount of $208,304.00 for the Advisory Curve Signs at Various Locations project.

Issue, Description & Background: Mid Valley Excavation LLC is the apparent low bidder for the Advisory Curve Signs at Various Locations project at $208,304.00. Approval of this contract will allow Public Works to construct curve warning signs on various roadway corridors throughout Marion County.

Construction is to be completed by October 31, 2026.

Financial Impacts: This is a budgeted expense in the current fiscal year. There is no financial impact to county departments outside of Public Works.

Impacts to Department & External Agencies: Entering into this Construction contract does not directly impact any other Marion County departments.

List of attachments: Contract No. PW-7156-26

Presenter: Carl Lund

Department Head Signature: Brian Nicholas

Digitally signed by Brian Nicholas
Date: 2026.05.13 11:21:06 -07'00'

Contract Review Sheet

Public Improvement Agreements **PW-7156-26**

Title: **Construction of Advisory Curve Signs at Various Locations**

Contractor's Name: **Mid Valley Excavation, LLC**

Department: **Public Works Department** Contact: **Traci Clarke**

Analyst: **Kathleen George** Phone #: **503-365-3100**

Term - Date From: **Execution** Expires: **October 31, 2027**

Original Contract Amount: **$ 208,304.00** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 208,304.00** Amd% **0%**

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

Source Selection Method: **40-0200 Invitation to Bid - Public Improvement** ITB# **PW1782-26**

Description of Services or Grant Award

This Contract is for Advisory Curve Signs at Various Locations project for $208,304.00 awarded to Mid Valley Excavation, LLC. Approval of this contract will allow Public Works to construct curve warning signs on various roadway corridors throughout Marion County. Construction is to be completed by October 31, 2026.

Desired BOC Session Date: **6/17/2026** Contract should be in DocuSign by: **5/27/2026**

Agenda Planning Date **6/4/2026** Printed packets due in Finance: **6/2/2026**

Management Update **6/2/2026** BOC upload / Board Session email: **6/3/2026**

BOC Session Presenter(s) **Ryan Crowther** Code: **Y**

REQUIRED APPROVALS

[signature]	05/29/2026	Traci Clarke	05/29/2026
Finance - Contracts	Date	Contract Specialist	Date
Scott A. Norris Scott A. Norris (May 29, 2026 16:15:52 PDT)	05/29/2026	Jan Fritz Jan Fritz (May 30, 2026 09:53:35 PDT)	05/30/2026
Legal Counsel	Date	Chief Administrative Officer	Date

CONSTRUCTION CONTRACT PW-7156-26

This Contract made and entered into by and between Marion County, A Political Subdivision of the State of Oregon, acting by and through its duly elected, qualified, and acting Board of Commissioners, hereinafter called the "County" and, Mid Valley Excavation, LLC. hereinafter called the "Contractor" for the Project entitled: **Construction of Advisory Curve Signs at Various Locations**.

WITNESSETH

Contractor, in consideration of the sum of **$ 208,304.00** (the "Contract Price"), to be paid to the Contractor by County in the manner and at the time hereinafter provided, and subject to the terms and conditions provided in the Invitation To Bid and other Contract Documents, all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. Contractor shall provide for and furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor, and do all things in accordance with the applicable Plans and Specifications, and in accordance with such alterations and modifications of the same as may be made by the County.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

1. Contract Exhibits. This Contract includes the following exhibits, each of which are incorporated into this Contract and by this reference are made a part hereof as though fully set forth herein:
   Exhibit A – BID SCHEDULE
   Exhibit B – BID CERTIFICATION
   Exhibit C – PERFORMANCE BOND
   Exhibit D – LABOR AND MATERIALS PAYMENT BOND
   Exhibit E – DRUG & ALCOHOL TESTING POLICY CERTIFICATION
   Exhibit F – FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
   Exhibit G – PROJECT WAGE RATES
   Exhibit H – RESERVED
   Exhibit I – SPECIAL PROVISIONS
   Exhibit J – PLANS AND DRAWINGS
   Exhibit K – GENERAL CONDITIONS FOR CONSTRUCTION FOR MARION COUNTY (v2024)
   Exhibit L – INVITATION TO BID AND INVITATION TO BID ADDENDUM #1 THROUGH # 2

   In the event of a conflict between two or more provisions within any of the documents comprising this Contract, the language in the provision with the highest precedence will control. The precedence of each of the documents comprising this Contract is as follows, listed from highest precedence to lowest precedence: (1) this Contract without exhibits, (2) Exhibit I, (3) Exhibit K, (4) Exhibit H, (5) Exhibit G, (6) Exhibit L, (7) Exhibit J, (8) Exhibit A, (9) Exhibit B, (10) Exhibit C, (11) Exhibit D, (12) Exhibit E, and (13) Exhibit F.

2. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.

3. Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

4. Contractor agrees to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5. Contractor shall indemnify, defend, save and hold harmless the County and its officers, employees, agents and volunteers, the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors of the Contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of State, be indemnified by the Contractor and subcontractor from and against any and all Claims.

   Any such indemnification shall also provide that neither Contractor and subcontractor nor any attorney engaged by Contractor and subcontractor shall defend any claim in the name of Marion County or the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Contractor is prohibited from defending the State of Oregon, or the Contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Contractor if the State of Oregon elects to assume its own defense.

6. Money due to Contractor under and by virtue of this Contract may be returned for the use of the County; or, in case no money is due, Contractor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the County; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that Contractor is adequately protected by public liability and property damage insurance.

7. THAT in consideration of the faithful performances of all of the obligations, both general and special, herein set out and in consideration of the faithful performance of the Work as set forth in this Contract, the applicable Invitation to Bid, Plans, Specifications, Bid, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the County and to its satisfaction, the County agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other basis of payment specified, and taking into consideration any amounts that may be deductible under the terms of the Contract, and to make such payments in the manner and at the time provided in the Contract.

8. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision, including termination of service.

9. The County delegates to the Marion County Engineer the authority and responsibility for issuing approvals, providing notices, receiving notices, issuing directives, authorizing change orders, and avoiding and resolving disputes.

10. This contract may be increased by twenty-five (25) percent over the original contract amount to include additional work for the projects specified in the contract, upon mutual agreement of both parties.

11. Contractor, its assignees and successors in interest agree to comply with the requirements of the Marion County Public Works Department Federally Funded Transportation Program Title VI Plan, herein incorporated by this reference, as follows:

    a. Compliance with Regulations.

    The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations,

part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination.

The Contractor, with regard to the Work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, including Procurement of Materials and Equipment.

In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

d. Information and Reports.

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by County or the Oregon Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to County or the Oregon Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, County and the Oregon Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate including, but not limited to:

i. Withholding of payments to the contractor under the Contract until the Contractor complies, and/or;
ii. Cancellation, termination, or suspension of the Contract, in whole or in part.

f. Incorporation of Provisions.

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by state or federal Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor or procurement as Marion County may direct as a means of enforcing such provisions including sanctions for noncompliance.

g. Independent Contractor.

The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this Contract, and maintains the appropriate license/certifications, if required under Oregon Law. Notwithstanding the preceding sentence, County reserves the right to determine schedule for the work to be performed and to evaluate the quality of the completed performance. This Contract 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 Contractor is acting as an “independent contractor” and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this Contract. As an “independent contractor”, Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the Contract.

12. Governing Law and Venue.

Any dispute between the County and the Contractor that arises from or relates to this Contract and that is not resolved under the provisions of Section 00199 of the General Conditions shall be brought and conducted solely and exclusively within the Circuit Court of Marion County; provided, however, if a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this be construed as a waiver by County on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their respective official seals, as of the day and year first above written.

MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: Brian Nicholas (May 29, 2026 08:57:00 PDT) 05/29/2026
Department Director or designee Date

Authorized Signature: Jan Fritz (May 30, 2026 09:53:35 PDT) 05/30/2026
Chief Administrative Officer Date

Reviewed by Signature: Scott A. Norris (May 29, 2026 16:15:52 PDT) 05/29/2026
Marion County Legal Counsel Date

Reviewed by Signature: 05/29/2026
Marion County Contracts & Procurement Date

CONTRACTOR SIGNATURE- Mid Valley Excavation, LLC.

Authorized Signature: _____
Date

Title: _____

Exhibit L

MARION COUNTY PUBLIC WORKS

INVITATION TO BID

FOR

THE CONSTRUCTION OF

ADVISORY CURVE SIGNS AT VARIOUS LOCATIONS

MARION COUNTY, OREGON

Bid Publication Date: March 25, 2026

Bid Opening: April 23, 2026

MARION COUNTY BID #: PW1782-26

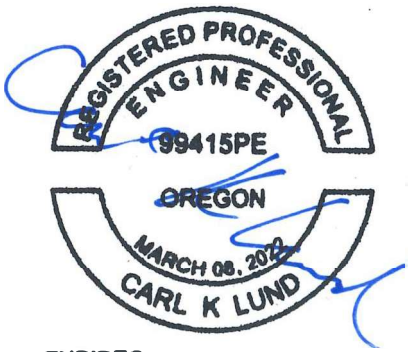
OREGONBUYS BID SOLICITATION #: S-C25102-00016041

ONEOFFICE NO. 2026-206
ACCOUNTING PROJECT NO. 106488

MARION COUNTY BOARD OF COMMISSIONERS

Colm Willis	Commissioner
Kevin Cameron	Commissioner
Danielle Bethell	Commissioner

Brian Nicholas, Director of Public Works



EXPIRES: 12/31/2026

Electronic copies of this Invitation To Bid and attachments, if any, can be obtained from the Marion County Procurement Portal at the URL:

https://contracts.co.marion.or.us/gateway/

Exhibit L

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Exhibit L

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FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM 18
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Exhibit L

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Exhibit L

INTRODUCTION

1.1 Description of Work

Install new signs and removed existing signs as called for in the Specifications and such additional Incidental Work as requested by the Engineer. The estimated project cost range is $250,000 to $500,000.

1.2 Requests for Clarification or Changes

As stated in section 00120.15 of the General Conditions for Marion County, any clarification of Plans and Specifications needed by the Bidder shall be submitted to Marion County at least five days prior to the date of Bid Closing. Failure to request clarification or changes in a timely manner shall be deemed acceptance of all the terms and conditions of the Procurement.

1.3 Time, Place and Methods of Receiving Bids

Submit electronic bids as specified in Special Provisions 00120.45 by 2:00 p.m. on April 23, 2026. Bids will be considered time-stamped and received by the Agency at the time they are uploaded to the Procurement Collaboration Portal at:

https://contracts-marioncountygcc.msappproxy.net/gateway/.

It is the Bidder's responsibility to ensure that bids are received by the Agency prior to the stated submission deadline at the specified email or physical address. Bids, withdrawals or modifications submitted after the time set for receiving bids will not be opened or considered.

PUBLIC BID OPENING
Electronic Bids will be opened and read in Building 1, Marion County Public Works, 5155 Silverton Road NE Salem, Oregon, Bids for the work described above will be opened and read virtually by the Single Point of Contact on Thursday, April 23, 2026, at 2:00 pm, immediately following Bid Closing. A Microsoft Teams meeting will be held at 2:00 PM for the Bid Opening following the specific time included in the Bid Opening Date. Be sure to have MS Teams access available on your computer or mobile phone and follow the following link Construction of Advisory Curve Signs at Various Locations.

Bid results will be posted by 10:00 a.m. the next business day on the OregonBuys website at https://oregonbuys.gov/bso/ under the solicitation number listed above.

1.4 Revision or Withdrawal of Bids

Refer to section 00120.60 of the General Conditions for Construction for Marion County.

1.5 Time for Completion of Work

Complete all Work to be done under the Contract no later than November 30, 2026.

Recording of the elapse of Calendar Days, if specified, will begin on the day the Contractor begins On-Site Work as defined in 00110.20.

1.6 Funding

This project is locally funded.

1.7 Project Information

Information pertaining to this Project may be obtained from the following person at Marion County Public Works, 5155 Silverton Road NE, Salem, Oregon 97305-3802:

Traci Clarke Phone: 503-365-3100 PWContracts@co.marion.or.us

1.8 Bid Guarantee

No bid shall be considered unless it is accompanied by a surety bond, cashier's check, certified check, or irrevocable letter of credit by an insured institution, as defined in ORS 706.008, of the bidder in the amount of ten percent (10%) of the bid per 00120.40(e).

The county shall return the bid security to all bidders upon the execution of the contract. The county shall retain bid security if a bidder who is awarded a contract fails to promptly and properly execute the contract

1.9 Applicable Specifications

The Standard Specifications applicable to the Work on this Project are the 2024 Oregon Standard Specifications for Construction, Parts 00200 through 03000, published by the Oregon Department of Transportation (ODOT) and available for download on the ODOT website at: https://www.oregon.gov/odot/Business/Pages/Standard_Specifications.aspx

The General Conditions applicable to the Work on this Project are the General Conditions for Construction for Marion County (v2024), Part 00100, available for download on the Marion County website at: https://www.co.marion.or.us/PW/Engineering/Documents/2024 MCPW General Conditions.pdf.

The Special Provisions applicable to the Work on this Project are enclosed in this Invitation To Bid (ITB). The Special Provisions shall be understood to supersede the Standard Specifications and General Conditions by modification and/or supplement. All number references in the Special Provisions shall be understood to refer to the section or subsection of the Standard Specifications or General Conditions bearing like numbers.

1.10 Prevailing Wage Rate Requirements

The Contractor must comply with all of the Oregon Revised Statutes for Public Works Contracts.
The Project is subject to the applicable Oregon prevailing wage rate law (BOLI) and any amendments last published prior to the advertisement date listed on the bid document cover page. It is not subject to the Davis Bacon Act. See detailed requirements in the sample contract.

1.11 Mandatory Submission Forms
The following forms must be completed, signed and returned with the Bidder's submission package**:**

- Fillable Bid Schedule – Attachment A (excel)

NOTE: Attachment A must be uploaded in excel.

- Bid Certification – Attachment B
- Bid Bond (or other Bid Guarantee as allowed in 00120.40(e)) – Attachment C
- Drug and Alcohol Testing Policy Certification – Attachment D

NOTE: Attachment B, Attachment C, and Attachment D must be combined and submitted as one pdf file.

The following form must be completed, signed and returned within two (2) hours of the Bid Closing:

- First-Tier Subcontractor Disclosure Form – Attachment E

The County may consider any Bid that does not include the mandatory submission forms identified in this section, filled out completely and appropriately endorsed, to be non-responsive. The County reserves the right

to waive minor informalities and irregularities in determining the responsiveness of individual Bids. Non-responsive Bids shall not be considered for award.

1.12 Bid Evaluation

The County will perform an analysis of the bids to determine if any significantly unbalanced items are to the detriment of the County per Section 00120.70 of the General Conditions. The County reserves the right to reject any such bid that is mathematically and materially unbalanced. A materially unbalanced bid is when the County determines that an award to the Bidder submitting a mathematically unbalanced bid likely will not result in the lowest ultimate cost to the County.

1.13 Time Limit of Unsettled Disputes

No action, suit or other legal proceedings shall be maintained by any party thereto against another party hereto upon any claim or cause of action arising out of the Contract or breach thereof or anything done in connection therewith unless commenced within one (1) year of the Final Acceptance of Work under this Contract. All claims or causes of action in any way resulting from this Contract shall be deemed barred unless action or suit thereon shall have been commenced within such time.

1.14 Contract Expiration Date

The contract 2026-206 resulting from this solicitation expires on October 15, 2027.

Exhibit L

Marion County
OREGON

ADDENDUM #1
TO THE

INVITATION TO BID

PW1782-26 - ITB - CONSTRUCTION OF ADVISORY CURVE SIGNS AT VARIOUS LOCATIONS
ISSUED ON 3/25/2026 8:00:00 AM

The following information in this addendum, (new language is indicated by underlining and deleted language is indicated by ~~strikeout~~) hereby become part of the Invitation to Bid. It is essential that all prospective Offerors note the content of this Addendum.

A. Section 1.3 Time, Place and Methods of Receiving Bids

Submit electronic bids as specified in Special Provisions 00120.45 by 2:00 p.m. on **Wednesday 22nd, 2026** ~~April 16, 2026~~. Bids will be considered time-stamped and received by the Agency at the time they are uploaded to the Procurement Collaboration Portal at:

https://contracts-marioncountygcc.msappproxy.net/gateway/.

It is the Bidder's responsibility to ensure that bids are received by the Agency prior to the stated submission deadline at the specified email or physical address. Bids, withdrawals or modifications submitted after the time set for receiving bids will not be opened or considered.

PUBLIC BID OPENING
Electronic Bids will be opened and read in Building 1, Marion County Public Works, 5155 Silverton Road NE Salem, Oregon, Bids for the work described above will be opened and read virtually by the Single Point of Contact on **Wednesday 22nd, 2026** ~~Thursday, April 16, 2026~~, at 2:00 pm, immediately following Bid Closing. A Microsoft Teams meeting will be held at 2:00 PM for the Bid Opening following the specific time included in the Bid Opening Date. Be sure to have MS Teams access available on your computer or mobile phone and follow the following link Construction of Advisory Curve Signs at Various Locations.

Bid results will be posted by 10:00 a.m. the next business day on the OregonBuys website at https://oregonbuys.gov/bso/ under the solicitation number listed above.

B. Question and Answers:

1. Please specify the type of sheeting that is specified for the signs?

2. Answer: Please refer to Special Provision- Section 00940- Signs. The mention of Type XI was in there only because it has to be included due to the anti-graffiti language.

Exhibit L

Marion County
OREGON

ADDENDUM #2
TO THE

INVITATION TO BID

PW1782-26 - ITB - CONSTRUCTION OF ADVISORY CURVE SIGNS AT VARIOUS LOCATIONS
ISSUED ON 3/25/2026 8:00:00 AM

The following information in this addendum, (new language is indicated by underlining and deleted language is indicated by ~~strikeout~~) hereby become part of the Invitation to Bid. It is essential that all prospective Offerors note the content of this Addendum.

A. Section 1.3 Time, Place and Methods of Receiving Bids

Submit electronic bids as specified in Special Provisions 00120.45 by 2:00 p.m. on **Thursday April 23, 2026,** ~~Wednesday April 22,2026~~. Bids will be considered time-stamped and received by the Agency at the time they are uploaded to the Procurement Collaboration Portal at:

https://contracts-marioncountygcc.msappproxy.net/gateway/.

It is the Bidder's responsibility to ensure that bids are received by the Agency prior to the stated submission deadline at the specified email or physical address. Bids, withdrawals or modifications submitted after the time set for receiving bids will not be opened or considered.

PUBLIC BID OPENING
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Bid results will be posted by 10:00 a.m. the next business day on the OregonBuys website at https://oregonbuys.gov/bso/ under the solicitation number listed above.

B. Special Provisions Section 2910.23 (b)

(b) Retroreflective Sheeting – Furnish retroreflective sheeting that:

- Consists of white or colored sheeting having a smooth outer surface and that has the property of a retroreflector over its entire surface.

- Conform to all requirements of the current version of ASTM D4956. Designate the retroreflective sheeting as type IV High Intensity Prismatic ASTM D4956 classification. ~~Designate the retroreflective sheeting as type XI ASTM D4956 classification.~~

- ~~Has a Class 1 pressure-sensitive adhesive, as defined by ASTM D4956, protected by an easily removable liner. Fabricate finished traffic signs and traffic sign faces using retroreflective sheeting of Type XI ASTM D4956 classification.~~

Exhibit A

BID SCHEDULE
Marion County Public Works
Advisory Curve Signs at Various Locations
Marion County Bid Solicitation #: PW1782-26
OregonBuys Bid Solicitation #: S-C25102-00016041
OneOffice #: 2026-206

PROJECT NUMBER 001 BISHOP RD SE #870

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
0210-0100	MOBILIZATION	1.00	Lump Sum	$750.00	$750.00
0221-0100	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	1.00	Lump Sum	$500.00	$500.00
0223-0168	FLAGGERS	29.00	Hour	$60.00	$1,740.00
0905-0100	REMOVE EXISTING SIGNS	1.00	Lump Sum	$300.00	$300.00
0910-0100	WOOD SIGN POSTS	272.00	Foot Board	$10.00	$2,720.00
0940-0202	SIGNS, STANDARD SHEETING, SHEET ALUMINUM	123.00	Square Foot	$18.00	$2,214.00

OneOffice 2026-206 - PROJECT NUMBER 001 * TOTAL $8,224.00

PROJECT NUMBER 002 LAKESIDE DR NE #626

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
0210-0100	MOBILIZATION	1.00	Lump Sum	$1,000.00	$1,000.00
0221-0100	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	1.00	Lump Sum	$500.00	$500.00
0223-0168	FLAGGERS	45.00	Hour	$60.00	$2,700.00
0905-0100	REMOVE EXISTING SIGNS	1.00	Lump Sum	$300.00	$300.00
0910-0100	WOOD SIGN POSTS	512.00	Foot Board	$10.00	$5,120.00
0940-0202	SIGNS, STANDARD SHEETING, SHEET ALUMINUM	211.00	Square Foot	$18.00	$3,798.00

OneOffice 2026-206 - PROJECT NUMBER 002 * TOTAL $13,418.00

PROJECT NUMBER 003 MERIDIAN RD NE #74

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
0210-0100	MOBILIZATION	1.00	Lump Sum	$825.00	$825.00
0221-0100	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	1.00	Lump Sum	$500.00	$500.00
0223-0168	FLAGGERS	34.00	Hour	$60.00	$2,040.00
0905-0100	REMOVE EXISTING SIGNS	1.00	Lump Sum	$300.00	$300.00
0910-0100	WOOD SIGN POSTS	320.00	Foot Board	$10.00	$3,200.00
0940-0202	SIGNS, STANDARD SHEETING, SHEET ALUMINUM	152.25	Square Foot	$18.00	$2,740.50

OneOffice 2026-206 - PROJECT NUMBER 003 * TOTAL $9,605.50

Exhibit A

PROJECT NUMBER 004 WINDSOR ISLAND RD N #604

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
0210-0100	MOBILIZATION	1.00	Lump Sum	$3,000.00	$3,000.00
0221-0100	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	1.00	Lump Sum	$500.00	$500.00
0223-0168	FLAGGERS	110.00	Hour	$60.00	$6,600.00
0905-0100	REMOVE EXISTING SIGNS	1.00	Lump Sum	$1,500.00	$1,500.00
0910-0100	WOOD SIGN POSTS	1,216.00	Foot Board	$10.00	$12,160.00
0940-0202	SIGNS, STANDARD SHEETING, SHEET ALUMINUM	497.00	Square Foot	$18.00	$8,946.00

OneOffice 2026-206 - PROJECT NUMBER 004 * TOTAL $32,706.00

PROJECT NUMBER 005 - Crooked Finger Rd NE #76

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
0210-0100	MOBILIZATION	1.00	Lump Sum	$2,200.00	$2,200.00
0221-0100	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	1.00	Lump Sum	$500.00	$500.00
0223-0168	FLAGGERS	92.00	Hour	$60.00	$5,520.00
0905-0100	REMOVE EXISTING SIGNS	1.00	Lump Sum	$800.00	$800.00
0910-0100	WOOD SIGN POSTS	912.00	Foot Board	$10.00	$9,120.00
0940-0202	SIGNS, STANDARD SHEETING, SHEET ALUMINUM	426.00	Square Foot	$18.00	$7,668.00

OneOffice 2026-206 - PROJECT NUMBER 005 * TOTAL $25,808.00

PROJECT NUMBER 006 - Crooked Finger Rd NE #782

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
0210-0100	MOBILIZATION	1.00	Lump Sum	$6,400.00	$6,400.00
0221-0100	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	1.00	Lump Sum	$500.00	$500.00
0223-0168	FLAGGERS	259.00	Hour	$60.00	$15,540.00
0905-0100	REMOVE EXISTING SIGNS	1.00	Lump Sum	$2,500.00	$2,500.00
0910-0100	WOOD SIGN POSTS	2,544.00	Foot Board	$10.00	$25,440.00
0940-0202	SIGNS, STANDARD SHEETING, SHEET ALUMINUM	1,190.25	Square Foot	$18.00	$21,424.50

OneOffice 2026-206 - PROJECT NUMBER 006 * TOTAL $71,804.50

PROJECT NUMBER 007 - State St #22

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
0210-0100	MOBILIZATION	1.00	Lump Sum	$1,950.00	$1,950.00
0221-0100	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	1.00	Lump Sum	$500.00	$500.00
0223-0168	FLAGGERS	74.00	Hour	$60.00	$4,440.00
0905-0100	REMOVE EXISTING SIGNS	1.00	Lump Sum	$800.00	$800.00

Exhibit A

0910-0100	WOOD SIGN POSTS	720.00	Foot Board	$10.00	$7,200.00
0940-0202	SIGNS, STANDARD SHEETING, SHEET ALUMINUM	309.00	Square Foot	$18.00	$5,562.00

OneOffice 2026-206 - PROJECT NUMBER 007 * TOTAL **$20,452.00**

PROJECT NUMBER 008 - Sunnyview Rd NE #21

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
0210-0100	MOBILIZATION	1.00	Lump Sum	$750.00	$750.00
0221-0100	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	1.00	Lump Sum	$500.00	$500.00
0223-0168	FLAGGERS	25.00	Hour	$60.00	$1,500.00
0905-0100	REMOVE EXISTING SIGNS	1.00	Lump Sum	$300.00	$300.00
0910-0100	WOOD SIGN POSTS	256.00	Foot Board	$10.00	$2,560.00
0940-0202	SIGNS, STANDARD SHEETING, SHEET ALUMINUM	114.00	Square Foot	$18.00	$2,052.00

OneOffice 2026-206 - PROJECT NUMBER 008 * TOTAL **$7,662.00**

PROJECT NUMBER 009 - Sunnyview Rd NE #44

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
0210-0100	MOBILIZATION	1.00	Lump Sum	$1,650.00	$1,650.00
0221-0100	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	1.00	Lump Sum	$500.00	$500.00
0223-0168	FLAGGERS	63.00	Hour	$60.00	$3,780.00
0905-0100	REMOVE EXISTING SIGNS	1.00	Lump Sum	$700.00	$700.00
0910-0100	WOOD SIGN POSTS	672.00	Foot Board	$10.00	$6,720.00
0940-0202	SIGNS, STANDARD SHEETING, SHEET ALUMINUM	293.00	Square Foot	$18.00	$5,274.00

OneOffice 2026-206 - PROJECT NUMBER 009 * TOTAL **$18,624.00**

OneOffice 2026-206 - TOTAL EXTENSION **$208,304.00**

Exhibit B – BID CERTIFICATION

The Honorable Board of
County Commissioners
Marion County Courthouse
Salem, Oregon 97301

Commissioners:

The Undersigned, hereinafter called the Bidder, declares that the only person or parties interested in this Bid are those named herein; that this Bid Certification is in all respects fair and without fraud; that it is made without collusion with any official or employee of the County, and without any connection or collusion with any person making another certification on this Contract.

The Bidder also certifies to the following:

A. Noncollusion:

- The price(s) and amount of this Bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder except as disclosed on a separately attached statement.
- Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid has been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the opening of bids.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, to submit a bid higher than this Bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- This Bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- The Bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as described on a separately attached statement.
- The Bidder understands and acknowledges that the above representations are material and important and will be relied on by Marion County, in awarding the contract(s) for which this Bid is submitted. The Bidder understands that any misstatement in this Certification is and shall be treated as fraudulent concealment from Marion County, of the true facts relating to the submission of bids for this contract.

B. Noninvolvement in Any Debarment and Suspension:

The Bidder, its owners, directors, and officers:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft,

forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the preceding paragraph of this Certification; and
- Have not within a three-year period preceding this Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this Certification, the prospective primary participant shall attach an explanation to this Bid.

List exceptions in writing on one or more pages, as necessary, with the heading, “Certification Exceptions, Bid Insert,” and attach all pages to this Bid Certification. For each exception noted, indicate to whom the exception applies, initiating agency, and date(s) of action.

C. Lobbying Activities:

To the best of my knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions to the ODOT Procurement Office - Construction Contracts Unit, MS# 2-2, 3930 Fairview Industrial Drive SE, Salem, Oregon 97302-1166. Copies of Standard Form-LLL are available at the above location.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
- The prospective participant also agrees by submitting his or her Bid that he or she shall require that the language of this Certification be inserted in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

D. Compliance With Oregon Tax Laws:

- By signature on this Bid, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Bidder, that the undersigned has authority and knowledge regarding Bidder’s payment of taxes, and that Bidder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), ORS 403.200 to 403.250 (Tax For Emergency Communications), and ORS Chapters 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber And Forestland Tax), 323 (Cigarettes And Tobacco Products Tax), and the elderly rental assistance

program under ORS 310.630 to 310.706, and any local taxes administered by the Department of Revenue under ORS 305.620.

E. Employee Drug Testing Program:

- Pursuant to ORS 279C.505(2), that the bidder has an employee drug testing program in place, and will maintain such program for the entire period of this contract. Failure to maintain such program shall constitute a material breach of contract.

F. Nondiscrimination:

- Pursuant to ORS 279A.110, that the Bidder has not discriminated and will not discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business in obtaining any required subcontracts. The Bidder understands that it may be disqualified from bidding on this public improvement project if the County finds that the Bidder has violated subsection (1) of ORS 279A.110.

G. Use of Registered Subcontractors:

- That all subcontractors performing work on this public improvement contract will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under this contract.

H. Incorporation of All Addenda:

- The Bidder has incorporated into this Bid all Addenda issued for this Project.
- The Bidder understands and acknowledges that the County will provide all Addenda only by publishing them on the OregonBuys website. Addenda may be downloaded from the OregonBuys website.
- The Bidder shall be responsible for diligently checking the OregonBuys website for Addenda. Bidders should check the web site at least weekly until one (1) week prior to the designated time to receive bids and daily thereafter.
- By submitting this Bid, the Bidder assumes all risks associated with its failure to access all Addenda and waives all claims, suits, and actions against the State, County, the County 's governing commission and its members, and their officers, agents, and employees that may arise out of the Bidder's failure to access all Addenda, in spite of any contingencies such as website failure, down-time, service interruptions, and corrupted, inaccurate, or incomplete Addenda or information.

The Bidder declares that the Bidder has carefully examined the Specifications and other proposed Contract Documents; that the Bidder personally has made an examination of the site of the proposed Work and has made the necessary investigations to determine the conditions to be encountered independently of the indications in the Specifications. The applicable Standard Specifications, General Conditions, Special Provisions, and other Contract Documents bound herewith are by reference a part of this Bid Certification.

The Bidder agrees to accept as full payment for the Work herein proposed or the materials to be furnished the amount computed as determined by the provisions of this Invitation To Bid and based on the following Bid Certification, it being expressly understood that the unit prices listed are independent of the exact quantities involved, where unit prices apply.

The Bidder further declares the total amount of work, expressed in dollars, Bidder's company reasonably believes it is capable of bonding at any one time: $1,500,000.00. The Bidder declares the portion of this amount which remains available at time of completion of this form is $1,000,000.00.

The Bidder further agrees that the provisions required by ORS 279C.840 shall be included in the Contract.

Exhibit B

The Bidder is prequalified on the Oregon Department of Transportation (ODOT) list for the Work categories requested for this Project and has attached proof of prequalification to this Bid.

Acknowledgement of receipt of addenda:

No. 01 **Date:** 4/16/26
No. 02 **Date:** 4/16/26
No. ____ **Date:** ____
No. ____ **Date:** ____
No. ____ **Date:** ____

[The remainder of this page intentionally left blank.]

Exhibit B

EXPERIENCE / REFERENCES

The information on this form may be utilized by Marion County to consider whether a Bidder has met the standards of responsibility set forth in ORS279C.375.

Current Contracts in Force/Previous Experience – minimum of three required of similar nature with public sector work.

Contract #1

Location (city/state)	Lyons, Oregon
Owners Name	Marion County Public Works
Type of Work	Roadsign removal and replacement
% Completed	100%
Estimated Completion Date	8/31/2023

Contract #2

Location (city/state)	Marion County, Oregon
Owners Name	Marion County Public Works
Type of Work	ARTS Curve Warning removal and replacement
% Completed	100%
Estimated Completion Date	2/28/2025

Contract #3

Location (city/state)	Marion County, Oregon
Owners Name	Marion County Public Works
Type of Work	Roadsign removal and replacement
% Completed	100%
Estimated Completion Date	7/2/2024

References – minimum of two project owner references and two subcontractor references.

#1 Project Owner Reference

Reference Name	Don Alexander
Business or Employer	Marion County Public Works
Telephone	503-365-3169
Project Name/$ Amount	North Fork Fire Recovery Signing / $154,536.00

#2 Project Owner Reference

Reference Name	Steven Preszler
Business or Employer	Marion County Public Works
Telephone	503-365-3157
Project Name/$ Amount	ARTS Curve Warning removal and replacement / $168,265.00

#1 Subcontractor Reference

Reference Name	Eric Anderson
Business or Employer	Marion County Public Works
Telephone	503-588-7946
Project Name/$ Amount	Advisory Curve Warning Signs Project, Contract No. PW-1436-24 / $190,260.25

#2 Subcontractor Reference

Reference Name	
Business or Employer	
Telephone	
Project Name/$ Amount	

Exhibit B

The name of the Bidder who is submitting this Bid Certification is:

Company: Mid Valley Excavation, LLC
(Print or Type)

Address: P.O. Box 541
(Print or Type)

City, State Zip Sublimity, OR 97385
(Print or Type)

which address is the address to which all communications considered with this Bid Certification and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid and Bid Certification or of the partners, if the Bid Certification is submitted by a partnership, or of all persons interested in this Bid Certification as principals, are as follows:

Michael Nelson

Dated this 23rd day of April, 2026.

Construction Contractor's Board Registration Number

197179

Mid Valley Excavation, LLC
Firm Name

Michael Nelson
Signature of Bidder

Michael Nelson
Name Print or Type

General Manager / Owner
Title Print or Type

Telephone No. 503-800-1746

Email Address: mnelson@midvalleyexcavation.com

Tax ID # 36-4731951

Business Organization: (Check one)

☐ Corporation ☑ Limited Liability Company ☐ Joint Venture

☐ Partnership ☐ Sole Proprietorship ☐ Other _____

Exhibit B

ATTACHMENT C – BID BOND Bond No. 73799613

KNOW ALL PERSONS BY THESE PRESENTS, that Mid Valley Excavation, LLC, hereinafter called the Principal, and Western Surety Company, a Corporation organized and existing under and by virtue of the laws of the state of South Dakota duly authorized to do surety business in the State of Oregon as Surety, are held and firmly bound unto Marion County hereinafter called the County, in the sum of ten percent of the total amoount of the bid Dollars ($----------10%----------), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the Principal herein is herewith submitting his or its Bid Proposal for PW1782-26 Advisory Curve Signs at Various Locations said Bid Proposal, by reference thereto, being hereby made a part hereof.

NOW THEREFORE, if the said Bid Proposal submitted by the said Principal be accepted, and the Contract be awarded to said Principal, and if the said Principal shall execute the proposed Contract as required by the bidding and the Contract Documents within the time set by said Documents, then this obligation shall be void. If the Principal shall fail to execute the proposed Contract, the Surety hereby agrees to pay to the County the sum as liquidated damages.

Signed and sealed this 16th day of April, 2026

Mid Valley Excavation, LLC
Principal

By: _____

Western Surety Company
Surety

By: _____
Attorney-in-Fact Edward E. Davis

A certified copy of the Agent's Power-of-Attorney must be Attached hereto.

Exhibit B

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Edward E Davis, Richard E Davis, Individually

of Salem, OR, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of February, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 26th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of April , 2026 .

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Exhibit C

Bond No. 73808797

PERFORMANCE BOND
(NOTE: CONTRACTORS MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW BY ALL PERSONS BY THESE PRESENTS:

We the undersigned Mid Valley Excavation, LLC as PRINCIPAL (hereinafter called CONTRACTOR), and WESTERN SURETY COMPANY a corporation organized and existing under and by virtue of the laws of the state of South Dakota duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, to pay to MARION COUNTY as OBLIGEE (hereinafter called MARION COUNTY), the amount of Two Hundred Eight Thousand Three Hundred Four and 00/100 Dollars ($ 208,304.00) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with MARION COUNTY dated May 14, 2026, which Contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: PW1782 26 Advisory Curve Signs at Various Locations.

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR shall promptly, truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of the aforesaid contract and having performed its obligations thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect until the expiration of any statutes of limitation or ultimate repose applicable to claims against Principal arising out of said Contract or for as long as CONTRACTOR is liable under the Contract, whichever is later.

Whenever CONTRACTOR shall be declared by MARION COUNTY to be in default under the Contract Documents for the project described herein, the SURETY may promptly remedy the default, or shall promptly complete the project in accordance with the Contract Documents and the project Specifications with a contractor approved by MARION COUNTY. SURETY, for value received, further stipulates and agrees that all changes, extensions of time, alterations, or additions to the terms of the Contract or Specifications for Advisory Curve Signs at Various Locations in Marion County are within the scope of the SURETY's undertaking on this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to the terms of the _____ or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the _____ or to the Work or to the Specifications shall automatically increase the obligation of the Surety hereunder in a like amount, provided that such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the Surety.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

No right of action shall accrue on this bond to or for the use of any person or corporation other than MARION COUNTY, its respective heirs, executors, administrators, successors or assigns.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for obligations on this bond.

Exhibit C

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 14th day of May, 2024.

WESTERN SURETY COMPANY
SURETY

By: Richard Edward Davis

Title: Attorney-in-Fact

151 North Franklin, 17th Floor
Street Address

Chicago, IL 60606
City State ZIP

605-336-0850
Phone Number

Mid Valley Excavation, LLC
CONTRACTOR

By:

Title: Owner / Member

14818 Triumph Rd., S.E.
Street Address

Sublimity, OR 97385
City State ZIP

503-800-1746
Phone Number

Exhibit C

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 73808797

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Richard Edward Davis

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Mid Valley Excavation, LLC

Obligee: County of Marion

Amount: $1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 73808797 is not issued on or before midnight of November 30th, 2026, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 14th day of May, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA } ss
COUNTY OF MINNEHAHA }

On this 14th day of May, in the year 2026, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

P. DAHL
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

Notary Public - South Dakota

My Commission Expires June 18, 2031

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 14th day of May, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-5-2023

Exhibit D

Bond No. 73808797

LABOR AND MATERIALS PAYMENT BOND
(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW ALL PERSONS BY THESE PRESENTS:

We the Undersigned Mid Valley Excavation, LLC as PRINCIPAL and WESTERN SURETY COMPANY a corporation organized and existing under and by virtue of the laws of the state of South Dakota, and duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and which carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto MARION COUNTY, as OBLIGEE, in the sum of Two Hundred Eight Thousand Three Hundred Four and 00/100 Dollars ($ 208,304.00) in lawful money of the United States of America, for the payment of that sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a contract with MARION COUNTY dated May 14, 20 26, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: PW1782 26 Advisory Curve Signs at Various Locations

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons, firms, subcontractors, corporations and/or others furnishing materials for or performing labor in the prosecution of the Work provided for in the aforesaid _____, and any authorized extension or modification thereof, including all amounts due for materials, equipment, mechanical repairs, transportation, tools and services consumed or used in connection with the performance of such Work, and for all labor performed in connection with such Work whether by subcontractor or otherwise, and all other requirements imposed by law, then this obligation shall become null and void; otherwise this obligation shall remain in full force and effect, until the expiration of any statutes of limitation or ultimate repose applicable to claims against Principal arising out of said Contract or for as long as CONTRACTOR is liable under the Contract, whichever is later, subject, however, to the following conditions:

1. A claimant is as specified in ORS 279C.600 to 279C.620.

2. The above-named PRINCIPAL and SURETY hereby jointly and severally agree with the OBLIGEE and its assigns that every claimant as above-specified, who has not been paid in full, may sue on this bond for the use of such claimant, prosecute the suit to final judgment in accordance with ORS 279C.610 for such sum or sums as may be justly due claimant, and have execution thereon. The OBLIGEE shall not be liable for the payment of any judgment, costs, expenses or attorneys' fees of any such suit.

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all changes, extensions of time, alterations to the terms of the _____ or to Work to be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the _____ or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project, by any claimant specified in ORS 279C.600.

Exhibit D

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 14th day of May, 2026.

WESTERN SURETY COMPANY	Mid Valley Excavation, LLC
SURETY	CONTRACTOR
By: Richard Edward Davis	By:
Title: Attorney-in-Fact	Title: Owner/Member
151 North Franklin, 17th Floor	14818 Triumph Rd., S.E.
Street Address	Street Address
Chicago, IL 60606	Sublimity, OR 97385
City, State Zip	City, State Zip
605-336-0850	503-800-1746
Phone Number	Phone Number

Exhibit D

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 73808797

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Richard Edward Davis

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Mid Valley Excavation, LLC

Obligee: County of Marion

Amount: $1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 73808797 is not issued on or before midnight of November 30th, 2026, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 14th day of May, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA } ss
COUNTY OF MINNEHAHA

On this 14th day of May, in the year 2026, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

P. DAHL
NOTARY PUBLIC
SOUTH DAKOTA

Notary Public - South Dakota

My Commission Expires June 18, 2031

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 14th day of May, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-5-2023

Exhibit E

Exhibit E – DRUG & ALCOHOL TESTING POLICY CERTIFICATION

Has your firm established and implemented a drug and alcohol policy and testing program that complies with ORS 279C.505 for public improvement contracts?

X Yes _____ No

I hereby certify that the information provided on this form is true and accurate to the best of my knowledge.

Please print or type:

Company Name Mid Valley Excavation, LLC

Name/Title Michael Nelson, General Manager

Address P.O. Box 541, Sublimity, OR 97385

Signature Michael Nelson

Date 4/23/2026

Exhibit F

Exhibit F – FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS

INSTRUCTIONS FOR SUBMITTING FORM

Submittal of the First-Tier Subcontractor Disclosure Form is mandatory for all public improvement project bids estimated to exceed $100,000. Submit the First-Tier Subcontractor Disclosure Form in one of the following manners:

- By filling out the Subcontractor Disclosure Form included in the Invitation To Bid and submitting it, in PDF format, together with the Bid documents to the County's Procurement Collaboration Portal at the time designated for receipt of Bids; or
- By removing it from the Invitation To Bid, filling it out, signing and dating in ink, and submitting it separately, in PDF format, to the "My Company Info" page within the County's Procurement Collaboration Portal; or
- By filling out the Subcontractor Disclosure Form included in this Invitation To Bid and emailing it to PWContracts@co.marion.or.us **not later than** two (2) working hours after the time Bids are due.

Instructions for First-Tier Subcontractor Disclosure

Use the First-Tier Subcontractor Disclosure Form to disclose all subcontracts included in the Bid that are equal to or greater than the following:

1. Five percent (5%) of the total project Bid or $15,000, whichever is greater, or
2. $350,000 regardless of the percentage of the total project Bid

Disclose the following information for each subcontractor:

- The name of the subcontractor
- The category of work that the subcontractor will be performing
- The dollar amount of the subcontract

If your Bid includes no subcontractors or if your Bid includes no contracts that are equal to or greater than the disclosure criteria, above, you are still required to submit the form, with the appropriate box checked or enter "NONE" on the first line.

THE COUNTY MUST REJECT BIDS if the Bidder fails to submit the disclosure form with this information by the stated deadline.

Exhibit F

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name PW1782-26 - ITB - CONSTRUCTION OF ADVISORY CURVE SIGNS AT VARIOUS LOCATIONS

ECMS Contract # PW1782-26 - ITB

Bid Opening Date 4/23/2026

Name of Bidding Contractor Mid Valley Excavation, LLC

☒ *CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OR IF YOU ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS (SEE INSTRUCTIONS).*

FIRST-TIER SUBCONTRACTORS

Firm Name	Dollar Amount
None	
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

(Attach additional sheets as necessary)

Exhibit G

PROJECT WAGE RATES

Minimum Wage Requirements - This Project is subject to State prevailing wage rate requirements. Not less than the existing State prevailing wage rates shall be paid to workers according to 00170.65(b) and 00170.65(e).

Applicable Wages - Prevailing wage rates published in the wage determinations and any applicable modifications or amendments apply to this Project and are incorporated by reference:

(1) Oregon Bureau of Labor and Industries (BOLI), "Prevailing Wage Rates For Public Works Contracts in Oregon".

The applicable State prevailing wage rates last published prior to the time of Bid Opening, which is stated on the Invitation to Bid, apply to this Project.

Wage Rates are Internet-Accessible - The BOLI wage rates can be found on the Oregon Bureau of Labor and Industries website at: https://www.oregon.gov/boli/WHD/PWR/Pages/index.aspx.

Wage Rates are Subject to Change - Modifications or amendments to BOLI wage rates applicable to this Project may occur at any time before Bid Opening. Bidders are responsible to monitor the respective web page for modifications and amendments up until Bid Opening

Exhibit I

SPECIAL PROVISIONS

PART 00100 - GENERAL CONDITIONS

Replace "PART 00100 – GENERAL CONDITIONS" of the 2024 Oregon Standard Specifications for Construction with the following:

General Conditions for Construction for Marion County, v2024, a Supplemental Specification published by Marion County on the Marion County Public Works Engineering Division website at http://www.co.marion.or.us/PW/Engineering and included in these Special Provisions by reference.

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS, AND DEFINITIONS

Comply with Section 00110 of the General Conditions modified as follows.

00110.05(e) Reference to Websites - Add the following bullet list to the end of this subsection:

- American Traffic Safety Services Association (ATSSA)
www.atssa.com

- ODOT Construction Section - Qualified Products List (QPL)
www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx

SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the General Conditions.

SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the General Conditions modified as follows:

00130.10 Award of Contract – Replace the last paragraph with the following:

Notice of Award will be sent within 14 Calendar Days after the opening of Bids or within the number of

SECTION 00140 - SCOPE OF WORK

Comply with Section 00140 of the General Conditions.

SECTION 00150 - CONTROL OF WORK

Comply with Section 00150 of the General Conditions modified as follows:
Add the following subsection:

00150.23 Electronic Submittals and Requests for Information –The contractor shall create a free account in the Agency's Construction Management program at https://connex.rtvision.com/contracts/awarded.

The instructions to set up the account are available at:

Creating a ConneX Account - bidVAULT and ConneX - RTVision Wiki

Each organization can have multiple accounts under that organization. Once contractors add their organization, we will link them to the existing organizations already setup in our site/database and linked to active contracts since we have migrated data to 'connect'. Access to add submittals/RFIS is all done from the ConneX link above.

00150.50(c) Contractor Responsibilities – Replace the bullet that begins "Determine the exact location before excavating within …" with the following bullet:

- Determine the exact location before excavating within the tolerance zone according to OAR 952-001-0090(3)(c).

Add the following to the end of the bullet list:

- When power lines overhang the work area, maintain the minimum vertical clearance between power lines and equipment according to the Occupational Safety and Health Administration's "Table A – Minimum Clearance Distances".

Add the following subsection:

00150.50(f) Utility Information (No Anticipated Relocations) - There are no anticipated conflicts with the various utilities located within the project corridors. The Contractor is responsible to follow the rules adopted by the Oregon Utility Notification Center, as set forth in OAR 952-001-0010 through OAR 952-001-0090.

SECTION 00160 - SOURCE OF MATERIALS

Comply with Section 00160 of the General Conditions.

SECTION 00165 - QUALITY OF MATERIALS

Comply with Section 00165 of the General Conditions

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the General Conditions modified as follows:

00170.03 Furnishing Right-of-Way permits – The contractor is responsible to obtain all work in right-of-way permits:

Windsor Island Road N, when placing signs on City of Keizer right of way obtain a work in right-of-way permit from the city.

The application is available at: https://www.keizeror.gov/297/Permits.

Lakeside Drive NE, if necessary to place signs on ODOT right of way (OR99) obtain a permit from ODOT. The application is available at:

https://www.oregon.gov/odot/maintenance/pages/permits.aspx

00170.07 Record Requirements - Replace the paragraph that begins "For purposes of this Subsection, the term …" with the following paragraph:

For purposes of this Subsection, the term "Contractor" includes the Contractor, all Subcontractors, Material Suppliers, and providers of rented operated Equipment (except truck drivers), at all tiers, for all subcontracts with first-tier Subcontractors, all subcontracts between the first-tier Subcontractors and their Subcontractors and any other lower-tier subcontracts, and "Related Entities" as that term is defined in OAR 734-010-0400. The Material Suppliers included in this definition are those for Aggregates, asphalt cement concrete, Portland cement concrete and the supply and fabrication of structural steel items, and Material Suppliers that provide quotes.

00170.07(a) Records Required - Replace the paragraph that begins "The Contractor shall include in its subcontracts …" with the following paragraph:

The Contractor shall include in its subcontracts, purchase orders, and all other written agreements, a provision requiring all Subcontractors, Material Suppliers and providers of rented operated Equipment (except truck drivers), at all tiers, to comply with 00170.07. The Contractor shall also require all Subcontractors, Material Suppliers, and providers of rented operated Equipment (except truck drivers), at all tiers, and Related Entities to include in their contracts, purchase orders, and all other written agreements, a provision requiring all lower-tier Subcontractors, Material Suppliers and providers of rented operated Equipment (except truck drivers) to comply with 00170.07. The Material Suppliers to which this applies are those for Aggregates, asphalt cement concrete, portland cement concrete and the supply and fabrication of structural steel items and Material suppliers that provide Material quotes and Related Entities as defined in OAR 734-010-0400.

00170.08 Electronic Document Management Add this subsection:

The requirements of this Subsection do not apply to claims. Claims must be submitted on paper documents according to Section 00199.

The contractor shall create a free account in the Agency's Construction Management program, ConneX, at their website (see 00110.05(e)). The instructions to set up the account can be found there.

Each organization can have multiple accounts under that organization. Once contractors add their organization, the Agency will link them to their active contracts Material submittals, requests for information (RFIS), certified payroll, and civil rights submittals will all be done from the ConneX link site.

Following Notice to Proceed, the Contractor shall submit all documents for this Contract to the Agency in an electronic format using ConneX. No paper documents, faxes or other similar paper methods or media are permitted, unless otherwise allowed or directed by the Engineer. The Contractor shall be solely responsible for submitting documents to the Agency using ConneX for itself and for Subcontractors, Suppliers, vendors and other third parties. Only documents submitted by the Contractor and recorded in ConneX as received will be considered valid and received by the Agency.

Documents submitted according to this Subsection, from the Agency to the Contractor and from the Contractor to the Agency, are official documents for the Contract and will be accepted as such by both parties.

By submitting documents that originate from the Contractor to the Agency using ConneX, the Contractor is certifying that the documents are true and accurate and that if the document was required to be signed, it has been signed by a person with appropriate authority. By submitting documents to the Agency using ConneX that originate from a Subcontractor, Supplier, vendor, manufacturer or other third party, the Contractor is certifying that the documents are a true and complete copy of the documents the Contractor received, that if the document was required to be signed, it has been signed, and that the Contractor does not know, nor does it have reason to believe, that the documents are not true and accurate or signed by a person without appropriate authority.

In the event of a conflict between this Subsection and the Standard Specifications or other Special Provisions, this Subsection shall control except for 00199.30.

Costs associated with obtaining and maintaining access to ConneX and the use of ConneX are Incidental to Mobilization.

Failure to submit documents electronically, as required by this Subsection, may result in payments being withheld according to 00195.50(e).

The Contractor shall be responsible for causing access to ConneX to be disabled for any Entity or individual that is no longer assigned, employed or under contract in relation to the Project or whose access is to be disabled due to improper activity. The Contractor's obligation to disable access applies to its own officers, employees and agents and to all Subcontractors, Suppliers, vendors and other third parties and their respective officers, employees and agents.

The Agency reserves the right to suspend or disable, or cause to be suspended or disabled, the access to ConneX for any Entity or individual at any time.

Use and access for ConneX is provided "as is". The Agency does not warrant that access to or functioning of ConneX will be error free, uninterrupted or meet the Contractor's needs. The Agency is not responsible for any damage that may occur due to error, omission, lack of timeliness or other malfunction of ConneX or its supporting systems. The Agency disclaims all liability arising from interference or interruption, viruses, telephone faults, malicious damage by anyone, electronic system downtime, overloading of the Internet or sites or any cause beyond the control of the Agency. The Agency reserves the right to temporarily suspend or cause to be suspended access to ConneX, without notice, because of maintenance, repair or any other reason deemed necessary for the proper functioning of ConneX by the Agency or RTVision.

In no event shall the Agency or its members, officers, agents and employees be liable for any claims, suits, actions, losses, liabilities, damages, costs or expenses, including but not limited to attorney fees, of whatsoever nature, resulting from or arising out of the use of ConneX by the Contractor or their respective officers, employees or agents.

The Contractor's indemnification, defense and hold harmless obligations under the Contract shall apply to the terms, conditions and requirements of 00170.08 and to use of ConneX and the acts, errors and omissions of the Contractor and its officers, employees and agents respecting access to and use of ConneX.

(a) User Terms and Conditions - The Contractor shall comply with, shall require its officers, employees and agents to comply with and to require their officers, employees and agents using or accessing ConneX to comply with 00170.08 and the following Additional User Terms and Conditions, all as may be revised from time to time:

As an officer, employee or agent of the Contractor, respecting my use of or access to ConneX, I agree to the following, all as may be revised from time to time:

- The terms, conditions and requirements of 00170.08 of the Contract;
- The following Additional User Terms and Conditions:

My use of and access to ConneX are conditioned on my agreement to, and my compliance with, the foregoing and these Additional User Terms and Conditions.

I may have access to sensitive personnel, business, financial and/or security related information ("Confidential Information") through use of ConneX, and, except to the limited extent necessary to perform my duties, I will maintain its confidential status and will not share, publish or disseminate Confidential Information or other information obtained through ConneX, without regard to how the Agency may treat any such Confidential Information or other information. All information is also subject to the Oregon Public Records law (see 00170.07(d)). In addition, if I know or have reason to believe any

information was inadvertently or improperly included in ConneX, I will immediately notify my employer for purposes of notification to the Contractor and the Contractor's notification to Agency.

I will not access any information I am not authorized to use or access and I will not browse or otherwise use or access information, files or documents that exceed the minimum necessary to perform my duties.

If my authorized use of and access to ConneX includes submitting documents into ConneX (or "read-write" access), I will not submit any documents or information into ConneX except those I am authorized to submit and necessary to perform my duties.

I have no expectation of privacy, rights or ownership of anything I may access, create, store, send or receive within ConneX, respecting any documents or information, including but not limited to Confidential Information of any individual or Entity. For audit or system security purposes, the Agency may monitor and/or record all activity conducted within ConneX. This includes but is not limited to the login identification information, times, dates and duration of access, as well as resources or documents accessed.

Unauthorized access or activities that could compromise the system or Confidential Information are strictly prohibited and patterns of unauthorized or unusual activity will result in access being immediately disabled, and possible further investigation.

If a breach of these terms and conditions or a security incident occurs, I will immediately notify my employer for purposes of notification to the Contractor and the Contractor's notification to the Agency.

I will not share my password or other means of access with any other individual or Entity. Violation of this restriction or of any of these other Terms and Conditions will result in my access being immediately disabled.

I understand that my use of and access to ConneX is conditioned on my relationship to my employer and my employer's relationship to one or more of: the Agency, the Contractor or other third party, and that if I am no longer so employed or my employer no longer has such relationship, I will immediately cease my use of and access to ConneX and will immediately notify my employer for purposes of notification to the Contractor and the Contractor's notification to the Agency.

(b) Digital Signatures and Requirements - Unless otherwise allowed or directed by the Engineer:

- For all Change Orders that require signature by the Contractor for this Contract, the Contractor, by a person with appropriate authority, shall sign using a ConneX digital signature.
- Change Orders that require signature by the Contractor, but do not have a ConneX digital signature from the Contractor verifiable by the Engineer, will be considered as not received and of no effect.
- Documents other than Change Orders that contain digital signatures, but do not have a digital signature verifiable by the Engineer, or that were signed by a person without appropriate authority, will be considered as not received and of no effect.
- Notice requirements will not be satisfied and payments may be withheld for any affected Work items until the required documents with verifiable digital signatures have been received.

(c) Electronic Submittal Requirements - Unless otherwise allowed or directed by the Engineer, all documents submitted to the Agency for this Contract that require a signature, other than Change Orders, shall be signed by a person with appropriate authority by applying:

- An original handwritten signature to a document and scanning the document into PDF format;
- An electronic signature to a document and converting the document into PDF format;
- A third-party verifiable digital signature to a PDF document; or
- A ConneX electronic signature when prompted during submission of the document into ConneX.

Documents that require a signature, but do not have a signature in accordance with this Subsection or were signed by a person without appropriate authority; or documents that were signed with a digital signature but are submitted in a form such that the digital signature is not verifiable by the Engineer, will be considered as not received and of no effect. Notice requirements will not be satisfied, and payments may be withheld for any affected Work items until the required documents with compliant signatures have been received.

Unless otherwise allowed or directed by the Engineer, all documents submitted to the Agency for this Contract that do not require a signature shall be submitted using ConneX.

00170.10(g) Paid Summary Report - Replace this subsection, except for the subsection number and title with the following:

The Contractor shall submit a Paid Summary Report to the Engineer certifying payments made to all of its Subcontractors.

The Paid Summary Report shall be completed on an ODOT form provided by the Engineer and submitted to the Engineer within 20 Calendar Days of receipt of payment from the Agency for each month in which payments were made to each Subcontractor.

At the completion of the Project, submit a final Paid Summary Report form that provides the total amounts paid to each Subcontractor.

The Contractor shall require each Subcontractor at every tier to comply with the requirement to submit a Paid Summary Report within 20 Calendar Days of receipt of payment for Work on the Project and submit a final Paid Summary Report that provides the total amounts paid to the Subcontractor for its Work under the subcontract at the completion of the Project or completion of its Work.

00170.61(a) Workers' Compensation - Replace this subsection with the following:

00170.61(a) Workers' Compensation and Employer's Liability - The Contractor shall provide workers' compensation coverage for on-the-job injuries as required by 00170.70(e).

00170.65(b)(1) Minimum Wage Rates – Replace the paragraph that begins "The Bureau of Labor and Industries (BOLI) …" with the following paragraph:

The Bureau of Labor and Industries (BOLI) determines and publishes the existing State prevailing wage rates in the publication Prevailing Wage Rates for Public Works Contracts. The Contractor shall pay workers not less than the specified minimum hourly wage rate according to ORS 279C.838 and ORS 279C.840, and shall include this requirement in all subcontracts.

00170.70(a) Insurance Coverages – Replace the paragraph that begins "**Contractor** – The Contractor shall…" with the following paragraph:

Contractor - The Contractor shall obtain the insurance specified below prior to the execution of the Contract. The Contractor shall maintain the insurance in full force at the Contractor's expense throughout the duration of the Contract and as required by an extended reporting period or tail coverage requirements, and all warranty periods that apply.

Replace the paragraph that begins "**Insurance Provisions** - The Contractor and Subcontractor(s), if…" with the following paragraph:

Insurance Provisions - The Contractor and Subcontractor(s), if any, shall obtain insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State and that are acceptable to the Agency. Insurance coverage shall be primary and noncontributory with any other insurance and self-insurance, with the exception of Workers'

Compensation/Employer's Liability. The Contractor, or appropriate Subcontractor, but not the Agency, shall pay for all deductibles, self-insurance retentions and self-insurance, if any.

Replace the paragraph that begins "**Commercial General Liability** - The Contractor shall provide Commercial…" with the following paragraph:

- **Commercial General Liability** - The Contractor shall provide Commercial General Liability Insurance written on an occurrence basis and covering the Contractor's liability for bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability. Coverage may be written in combination with Commercial Automobile Liability Insurance with separate limits for Commercial General Liability and Commercial Automobile Liability. Combined single limit per occurrence shall not be less than the dollar amount specified in the Special Provisions. The annual aggregate limit shall not be less than the dollar amount specified in the Special Provisions. The policy shall be endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.

00170.70(a) Insurance Coverages – Add the following after the first paragraph:

Insurance Coverages	**Combined Single Limit per Occurrence**	**Annual Aggregate Limit**
• Commercial General Liability	$1,000,000	$2,000,000
• Commercial Auto Liability	$1,000,000	(Aggregate limit not required)

00170.70(b) Extended Reporting - Replace the paragraph that begins "The Contractor or Subcontractor shall…" with the following paragraph:

The Contractor or Subcontractor shall furnish certification of this extended reporting requirement as a condition to receive Third Notification under 00150.90(b) and 00180.50(g).

00170.70(c) Excess/Umbrella Liability - Replace this subsection, except for the subsection number and title, with the following:

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required minimum limits of insurance. If any Excess/Umbrella Liability policies are in place, they must be on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. In addition, the limits of the underlying insurance must be sufficient to prevent any gap between such minimum limits and the attachment point of the coverage provided by the Excess/Umbrella Liability policy.

00170.70(d) Additional Insured - Replace the paragraph that begins "The liability insurance coverages of 00170.70(a)…" with the following paragraph:

The liability insurance coverages of 00170.70(a) shall include the Agency, the Agency's governing body, board, or Commission and its members, and their respective officers, agents, and employees as Additional Insureds, but only with respect to the Contractor's activities to be performed under the Contract. When federal transportation funding is involved, the liability insurance coverages of 00170.70(a) shall also include an Additional Insured Endorsement endorsing the "State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents, and employees" as Additional Insureds, but only with respect to the Contractor's activities to be performed under the Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The liability coverages of 00170.70(a) that are permitted by the Agency to be obtained by an appropriate Subcontractor shall include all of the foregoing as Additional Insureds and shall also include the Contractor and its officers and employees as Additional Insureds.

00170.70(e) Workers' Compensation - Replace the title of this subsection with "**Workers' Compensation and Employer's Liability"**

00170.70(g) Certificate(s) of Insurance – Replace this subsection, except for the subsection number and title, with the following:

(g) Certificate(s) of Insurance - As evidence of the insurance coverages required by the Contract, the Contractor shall furnish Certificate(s) of Insurance to the Agency at the time(s) provided in 00130.50(a). As evidence of insurance coverages required by the Contract but permitted by the Agency under 00170.70(a) to be obtained by an appropriate Subcontractor, the Contractor shall furnish Certificate(s) of Insurance to the Agency for such coverages together with the Contractor's request under 00180.21 for approval of the subcontract with that Subcontractor. The Certificate(s) shall:

- List Marion County, its officers, members, agents, and employees as a Certificate holder and as an Additional Insured under **separate written endorsement** for the coverages required under the Contract.
- On Federal-aid Projects, list the "State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents and employees" as a Certificate holder and endorse as an Additional Insured;
- Include all required endorsements or copies of the applicable policy language effecting coverage required by the Contract;
- Specify that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers' Compensation/Employer's Liability;
- Include a list of all policies that fall under the Excess/Umbrella Liability Insurance if Excess or Umbrella Liability Insurance is used to meet the minimum insurance requirements.

00170.70(i) Insurance Requirement Review - Replace this subsection, except for the subsection number and title, with the following:

The Contractor agrees to periodic review of insurance requirements by Agency. Agency reserves the right to periodically assess risks and the adequacy of insurance coverage and in its discretion to require additional insurance coverage or increased coverage limits on existing coverages, or both.

00170.70(j) Builder's Risk - Change the last two sentences to:

The policy shall include the Agency and building or structure owner as loss payees. When federal transportation funding is involved, the policy shall also include the State of Oregon as a loss payee.

SECTION 00180 - PROSECUTION AND PROGRESS

Comply with Section 00180 of the General Conditions modified as follows:

00180.20(d) Disadvantaged Business Enterprise (DBE) – Delete this subsection.

Add the following subsection:

00180.40(c) Specific Limitations - Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

Limitations	Subsection

Cooperation with Utilities 00150.50
Contract Time ..... 00180.50(h)
Right-of-Way and Access Delays 00180.65
Closed Lanes ..... 00220.40(e)(1)
Special Events ..... 00220.40(e)(2)(b)
Opening Sections to Traffic 00744.51

The Contractor shall be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this subsection.

00180.41 Project Work Schedules - Add the following paragraph:

The Contractor shall submit a Type **B** schedule.

Add the following subsection:

00180.50(h) Contract Time - See Introduction, section 1.4.

00180.80(d) Basis for Adjustment of Contract Time – Replace the second to the last bullet in this subsection with the following bullet:

- Reasonably predictable weather conditions; or

00180.85(b) Liquidated Damages - Replace the first paragraph with the following:

Marion County will sustain damage if the Work required under the Contract is not completed within the specified Contract Time. The actual damage the County will sustain will be impossible to accurately determine. Therefore, the Contractor agrees to pay to the County, not as a penalty but as liquidated damages, any or all of the following:

(1) The amount of $1375.00 for each Calendar Day used in excess of the Contract Time or adjusted Contract Time for all Work under the Contract**.**

Calendar Day amounts are applicable when the Contract Time is expressed on the Calendar Day or fixed date basis.

SECTION 00190 – MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the General Conditions.

SECTION 00199 – DISAGREEMENT, PROTESTS, AND CLAIMS

Comply with Section 00199 of the General Conditions.

SECTION 00195 - PAYMENT

Comply with Section 00195 of the General Conditions.

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the General Conditions.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications.

SECTION 00199 - DISAGREEMENTS, PROTESTS AND CLAIMS

Comply with Section 00199 of the General Conditions.

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

00220.40(e)(1) Single Lane Closures – Single lane closures at project locations are permitted as follows:

Daily, Monday through Friday, from ½ hour after daylight to ½ hour before sunset

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications.

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

Comply with Section 00222 of the Standard Specifications.

SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

Comply with Section 00223 of the Standard Specifications modified as follows:

00223.90 Payment – Delete the following bid items:

(b) Traffic Control Supervisor……..Each or Hour
(d) Pilot Cars…….Hour

SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES

Comply with Section 00224 of the Standard Specifications modified as follows:

00224.80 Measurement - Replace this subsection except for number and title with the following:

No measurement of quantities will be made for work performed under this section.

00224.90 payment - Replace this subsection except for number and title with the following:

No separate or additional payment will be made for work performed under this section.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications modified as follows:

00280.00 Scope – Replace the second paragraph with the following:

This Work also consists of providing furnishing and installing sufficient temporary erosion and sediment control (ESC) measures to prevent sediment runoff. Erosion control measures must prevent debris and petroleum products from entering any waters of the state, U.S., or inlets. The contractor shall implement Best Management Practices (BMP) for Construction.

The Agency's NPDES 1200-CA permit is not applicable to this Project. Comply with all applicable conditions of Section 00280.

Add the following paragraph to the end of this subsection:

Erosion Control Inspection, comply with 00280.62(a).

00280.62(b) Rainfall – Add the following to the end of this subsection:

The nearby online rain gauges are located as follows:

- State Street, Sunnyview Road and Lakeside Drive:
  https://www.wunderground.com/weather/us/or/salem/KORSALEM634
- Windsor Island Road:
  https://www.wunderground.com/weather/us/or/keizer
- Crooked Finger Road:
  https://www.wunderground.com/weather/us/or/scotts-mills
- Bishop Road:
  https://www.wunderground.com/weather/us/or/aumsville
- Merdian Road:
  https://www.wunderground.com/dashboard/pws/KORSILVE120

00280.90 Payment – Replace this subsection except for number and title with the following:

No separate or additional payment will be made for work performed under this section.

00280.91 Payment- Replace this subsection except for number and title with the following:

No separate or additional payment will be made for work performed under this section.

SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications modified as follows:

Add the following subsection:

00290.30(a)(7) Water Quality:

- Implement containment measures adequate to prevent pollutants from entering waters of the State or U.S or inlets. Such pollutants include but are not limited to construction and demolition materials, waste spoils, fuel or petroleum products.
- Refuel and service equipment at least 150 feet from any waters of the state, U.S., or storm inlet.

(8) Treated Wood - Treated wood includes any wood treated with any pesticide or wood preservatives.

- Store treated wood shipped to the Project out of contact with standing water and wet soil and protected from precipitation.
- Store removed treated wood debris in appropriate dry storage areas, at least 150 feet away from the regulated work area.
- During demolition of treated wood, ensure that no treated wood debris falls into the water. If treated wood debris does fall into the water, remove it immediately.
- Store removed treated wood debris in appropriate dry storage areas, at least 150 feet away from any waters of the State, United States, storm inlets, or wetlands.

00290.36(a) Migratory Birds - Add the following to the end of this subsection:

Do not disturb migratory bird nesting habitat (shrubs, trees, and structures), or clear vegetation from March 1 to September 1 of each year without prior written approval from the Engineer. Notify the Engineer, in writing, a minimum of 10 Calendar Days prior to starting activities that could harm nesting birds.

(1) Bird Management - Bird management activities to comply with the Migratory Bird Treaty Act (16 U.S.C. 703 712) will be performed by the Agency. Ensure that the Agency and its permitted agents have access to the project area, as needed to prevent migratory bird nesting. Nesting prevention may include daily bird harassment and the installation and maintenance of devices that exclude birds.

Do not disturb migratory bird nesting habitats (shrubs, trees, and structures), or clear vegetation from March 1 to September 1 of each calendar year without prior written approval from the Engineer. Notify the Engineer, in writing, a minimum of 10 Calendar Days prior to starting activities that could harm nesting birds.

00290.90 Payment – Replace this subsection except for number and title with the following:

No separate or additional payment will be made for work performed under this section.

SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS

Comply with Section 00905 of the Standard Specifications.

SECTION 00910 - WOOD SIGN POSTS

Comply with Section 00910 of the Standard Specifications modified as follows:

00910.00 Scope – Add the following paragraph:

Marion County will stake sign locations 14 days prior to the contractor calling for locates. Notify Eric Anderson of the locate schedule at:

- Office Phone: 503-588-7946
- Cell Phone: 503-930-1739

00910.10 Materials – At the end of the subsection add the following:

• Furnish zinc coated or galvanized flanged hex head lag screws as the contractor elects.

00910.40 Post Holes – Add the following paragraph:

- Excavate hole 12” larger in diameter than the diagonal position of the post.
- Embed posts to a minimum depth of:
  - Four feet for 4” by 4” post
  - Five feet for 6” by 6” post

Back fill with compacted selected general backfill consisting of soil or a combination of soil and clay.

SECTION 00940 - SIGNS

Comply with Section 00940 of the Standard Specifications modified as follows:

Add the following subsection:

00940.12 Sign Coatings -

Furnish all new signs on the Project with a shop-applied anti-graffiti coating on both the background and legend sheeting according to 02910.70, regardless of substrate material.

00940.40 General - Add the following sentence to the end of the paragraph that begins “Fabricate all components…”:

For signs that require anti-graffiti coating, fabricate all components of each individual sign with sheeting and anti-graffiti coating from the same supplier to ensure that all components are compatible and are warrantable by the manufacturer.

00940.47 Sign Erecting - Add the following paragraph to the end of this subsection:

Trim and remove branches, vegetation, or other materials obstructing the visibility of signs by Public Traffic, as directed.

00940.90 Payment - Add the following paragraph(s) to the end of this subsection:

No separate or additions payment will be made for trimming and removal of branches and/or vegetation.

No separate or additional payment will be made for anti-graffiti coating of signs.

SECTION 02910 - SIGN MATERIALS

Comply with Section 02910 of the Standard Specifications modified as follows:

Add the following subsection:

02910.23 Digital Printing -

(a) Digitally Printed Ink Systems – Provide digitally printed ink systems from the QPL that meet the following requirements:

- Produce traffic signs using components, and processes that comply with the retroreflective sheeting manufacturer’s recommendations.

- Meet and comply with daytime and nighttime chromaticity (color standards) as recognized in ASTM D4956 *Standard Specification for Retroreflective Sheeting for Traffic Control*.
- Meet 70% for type XI standards of the initial retroreflectivity specifications of each respective reflective film color as found in ASTM D4956.

(b) Retroreflective Sheeting – Furnish retroreflective sheeting that:

- Consists of white or colored sheeting having a smooth outer surface and that has the property of a retroreflector over its entire surface.
- Conform to all requirements of the current version of ASTM D4956. Designate the retroreflective sheeting as type IV High Intensity Prismatic ASTM D4956 classification.

(c) Protective Overlay Film – Fabricate permanent traffic signs printed with digital ink systems with a full sign protective overlay film designed to provide a smooth surface needed for retroreflectivity, and to protect the sign from fading and UV degradation. Comply with the retroreflective sheeting manufacturer's recommendations for the overlaminate to ensure proper adhesion and transparency. Meet the reflective film durability as identified in the warranty requirements.

02910.33 Permanent Legends – Replace this subsection, except for the subsection number and title, with the following:

(a) General – Permanent legends consist of white retroreflective screened, red retroreflective screened, black screened or cut-out white retroreflective sheeting. Meet the design of the FHWA Standard Rounded Capital Letter Alphabets for the letters and numerals of all permanent legends.

(b) Retroreflective White Screened Legend – Use transparent paste materials for the reverse screening of retroreflective white legends and for the screening of retroreflective red legends conforming to the recommendations of the manufacturer of the reflective sheeting.

(c) Retroreflective Cut-out Legend – Use Material for retroreflective cut-out legend conforming to the requirements of 02910.20.

(d) Nonreflective Black Screened Legend – Furnish Material for nonreflective black screened legends that is compatible with the sign sheeting, as recommended by the sign sheeting manufacturer.

(e) Nonreflective Black Cut-out Legend – Use Material for nonreflective cut-out legend conforming to 02910.21.

(f) Digitally Printed Sign – Use processes and Materials for digitally printed signs conforming to the requirements of 02910.23.

Add the following subsection:

02910.70 Anti-Graffiti Coating for Signs:

(a) General - Use anti-graffiti coating from the QPL. Apply anti-graffiti coating over both the background and legend sheeting, per the manufacturer's recommendation.

(b) Acceptance - Furnish a quality compliance certificate according to 00165.35, certifying that the anti-graffiti coating used is an acceptable product on the QPL.

EXHIBIT J

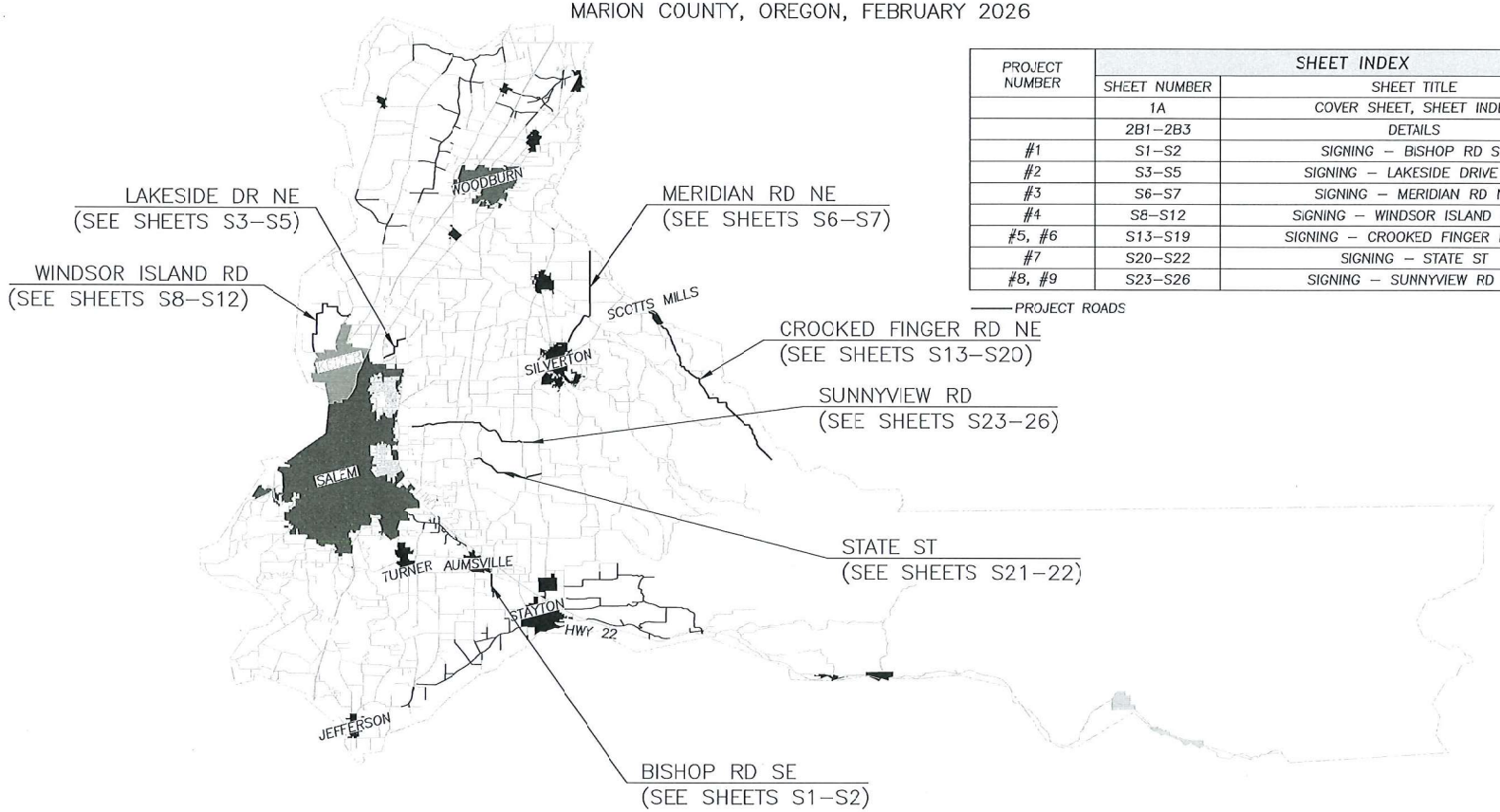
MARION COUNTY DEPARTMENT OF PUBLIC WORKS

PLANS FOR PROPOSED PROJECT

SIGNING

ADVISORY CURVE SIGNING AT VARIOUS LOCATIONS

MARION COUNTY, OREGON, FEBRUARY 2026



PROJECT ROADS

PROJECT NUMBER	SHEET INDEX	
	SHEET NUMBER	SHEET TITLE
	1A	COVER SHEET, SHEET INDEX
	2B1–2B3	DETAILS
#1	S1–S2	SIGNING – BISHOP RD SE
#2	S3–S5	SIGNING – LAKESIDE DRIVE NE
#3	S6–S7	SIGNING – MERIDIAN RD NE
#4	S8–S12	SIGNING – WINDSOR ISLAND RD N
#5, #6	S13–S19	SIGNING – CROOKED FINGER RD NE
#7	S20–S22	SIGNING – STATE ST
#8, #9	S23–S26	SIGNING – SUNNYVIEW RD NE

ATTENTION:
OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER. (NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY CENTER IS (503) 232-1987)

THESE PLANS WERE DEVELOPED USING AASHTO DESIGN STANDARDS. EXCEPTIONS TO THESE STANDARDS, IF ANY, HAVE BEEN SUBMITTED AND APPROVED BY THE COUNTY ENGINEER.

APPROVING AUTHORITY:

SIGNATURE AND DATE

PRINT NAME AND TITLE

FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

REGISTERED PROFESSIONAL ENGINEER
99,415
OREGON
MARCH 8, 2022
CARL K. LUND
EXPIRES 12-31-2026

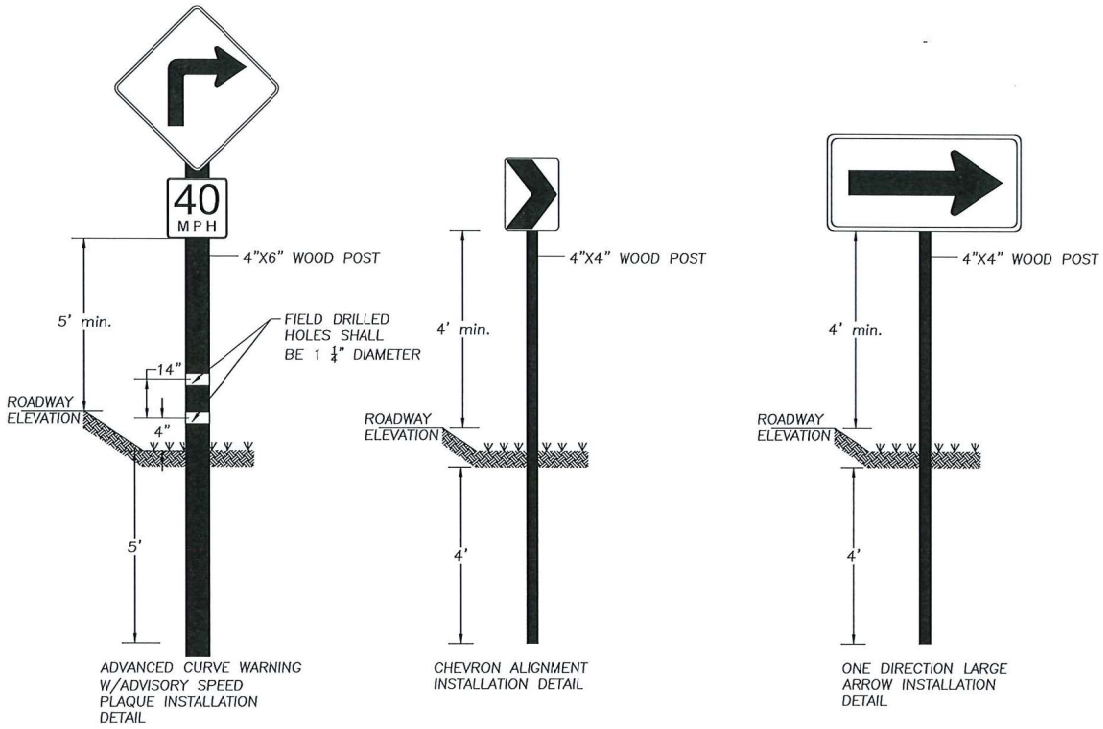
MARION COUNTY
ADVISORY CURVE SIGNING AT VARIOUS LOCATIONS
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106488
ONEOFFICE NO.:	2025-203
FED. PROJ. NO.:	###
KEY NO.:	#####
SITE NO.:	######
HORZ. DATUM:	################
VERT. DATUM:	######
DESIGNED BY:	Eric Anderson
DRAWN BY:	Eric Anderson

TITLE:
COVER SHEET

SHEET:
1A

FILE: G:\ENGINEERING\PROJECTCENTRAL\PROJECTS\CURVE WARNING CORRIDOR2025\PRELIMENG\DESIGN\TRAFFIC_CADD\ADVISORYCURVESIGNING2225.DWG PLOTTED: 2026/02/18 2:04 PM



ADVANCED CURVE WARNING W/ADVISORY SPEED PLAQUE INSTALLATION DETAIL

CHEVRON ALIGNMENT INSTALLATION DETAIL

ONE DIRECTION LARGE ARROW INSTALLATION DETAIL

NOTES:

1. ADVANCED CURVE WARNING SIGNS SHALL BE 36"X36"
2. ADVISORY SPEED PLAQUES SHALL BE 18"X18"
3. CHEVRON ALIGNMENT SIGNS SHALL BE 18"X24"
4. ONE DIRECTION LARGE ARROWS SHALL BE 48"X24"
5. SPEED LIMIT SIGNS SHALL BE 24"X30"
6. STOP AHEAD SIGNS SHALL BE 36"X36"
7. Refer to ODOT TM676 FOR SIGN ATTACHMENTS DETAIL (OPTIONAL WOOD POST LAG SCREW DETAIL).
8. INSTALLATION OF CHEVRONS MAY REQUIRE SHIMMING. WOOD SHIM MATERIAL SHALL BE WEATHER TREATED AND APPROVED BY ENGINEER.
9. SHIM DIMENSIONS SHALL BE A MINIMUM OF 12"L X 1.5"W X ¾"D

FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

REGISTERED PROFESSIONAL ENGINEER
99,415
OREGON
MARCH 8, 2022
CARL K. LUND
EXPIRES 12-31-2026

MARION COUNTY

ADVISORY CURVE SIGNING AT VARIOUS LOCATIONS

DEPARTMENT OF PUBLIC WORKS

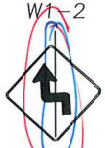
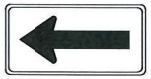
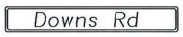
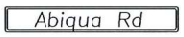
PROJECT NO.:	10648B
ONEOFFICE NO.:	2025-203
FED. PROJ. NO.:	###
KEY NO.:	#####
SITE NO.:	######
HORIZ. DATUM:	###############
VERT. DATUM:	######
DESIGNED BY:	Eric Anderson
DRAWN BY:	Eric Anderson

TITLE:

DETAILS

SHEET:
2B1

FILE: G:\ENGINEERING\PROJECTCONTROL\PROJECTS\CURVE WARNING CORRIDOR2025\PRELIMENG\DESIGN\TRAFFIC_CADD\ADVISORYCURVESIGNING2025.DWG PLOTTED: 2026/02/18 1:35 PM

①  36X36 W1-2	②  36X36 W1-2	③  36X36 W1-4	④  36X36 W1-4	⑤  36X36 W1-1	⑥  36X36 W1-1	⑦  36X36 W1-3
⑧  36X36 W1-3	⑨  36X36 W1-5	⑩  36X36 W1-5	⑪  24x30 W1-8	⑫  24x30 W1-8	⑬  36" R1-1	⑭  48X24 W1-6
⑮  48X24 W1-6	⑯  18X18 W13-1P	⑰  18X18 W13-1P	⑱  18X18 W13-1P	⑲  18X18 W13-1P	⑳  18X18 W13-1P	㉑  18X18 W13-1P
㉒  18X18 W13-1P	㉓  36X8 W16-8P	㉔  36X8 W16-8P	㉕  36X36 W3-1	㉖ Vacant	㉗ Vacant	㉘  36X36
㉙ Vacant	㉚ Vacant	㉛ Vacant	㉜ Vacant	㉝ Vacant	㉞  36X36 W1-2	
㉟ Vacant	㊱  36X36	㊲  36X36	㊳  36X36	㊴  36X36 W1-2		

* Only Signs Identified on this Page are Shown

** Sign Locations to be Staked by Marion County Prior to Installation

FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

REGISTERED PROFESSIONAL ENGINEER
99,415
OREGON
MARCH 8, 2022
CARL K. LUND
EXPIRES 12-31-2026

MARION COUNTY

ADVISORY CURVE SIGNING AT VARIOUS LOCATIONS

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	10648B
ONEOFFICE NO.:	2025-203
FED. PROJ. NO.:	####
KEY NO.:	####
SITE NO.:	####
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	Eric Anderson
DRAWN BY:	Eric Anderson

TITLE: DETAILS

SHEET: 2B2

FILE: G:\ENGINEERING\PROJECTCENTRAL\PROJECTS\CURVE WARNING CORRIDOR2025\PRELIMENG\DESIGN\TRAFFIC_CADD\ADVISORYCURVESIGNING2025.DWG PLOTTED: 2026/03/18 1:56 PM



Remove Existing Sign (N) Only



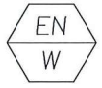
Install Sign (N) and 4x4 Wood Post



Install Sign (N) and 4x6 Wood Post



Install Sign (N) Only



Existing Sign (N) and Wood Post



Remove Existing Sign (N) and Wood Post



Existing Sign (N)



Sign(s) and Support



Remove Existing Sign (N) – By Others

FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

REGISTERED PROFESSIONAL ENGINEER
99,415
OREGON
MARCH 8, 2002
CARL K. LUND
EXPIRES 12-31-2026

MARION COUNTY

ADVISORY CURVE SIGNING AT VARIOUS LOCATIONS

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106483
ONEOFFICE NO.:	2025-203
FEC. PROJ. NO.:	####
KEY NO.:	####
SITE NO.:	####
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	Eric Aaderson
DRAWN BY:	Eric Aaderson

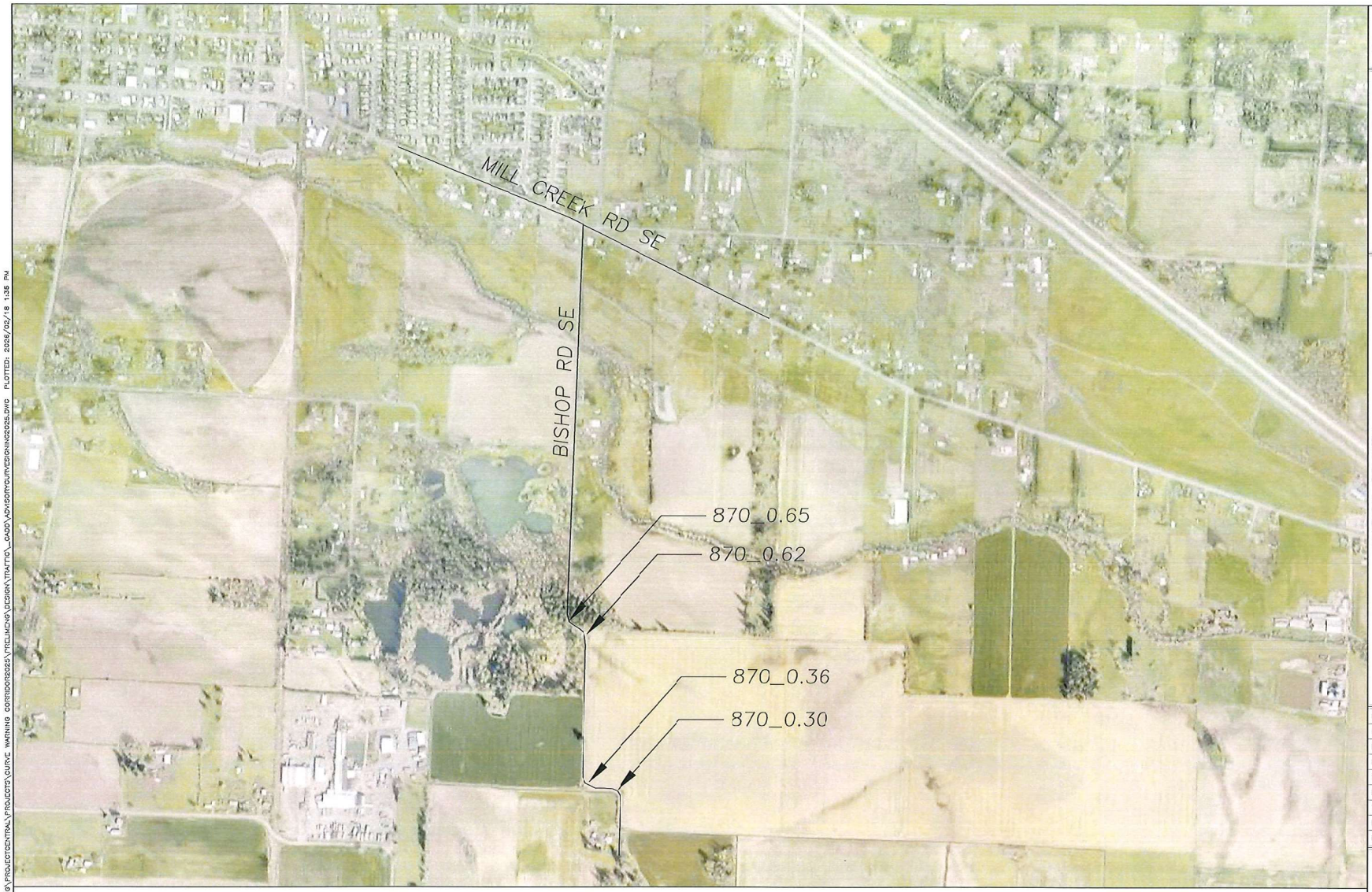
TITLE:

DETAILS

SHEET:

2B3

FILE: G:\ENGINEERING\PROJECTCENTRAL\PROJECTS\CURVE WARNING CORRIDOR2025\PRELIMENG\DESIGN\TRAFFIC_CADD\ADVISORYCURVESIGNING2025.DWG PLOTTED: 2026/03/18 1:35 PM



FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

REGISTERED PROFESSIONAL ENGINEER
99,415
OREGON
MARCH 8, 2016
CARL K. LUDE
EXPIRES 12-31-2026

MARION COUNTY

ADVISORY CURVE SIGNING AT VARIOUS LOCATONS

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106488
ONEOFFICE NO.:	2025-203
FED. PROJ. NO.:	####
KEY NO.:	####
SITE NO.:	####
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM	NAVD88
DESIGNED BY:	ERIC ANDERSON
DRAWN BY:	ERIC ANDERSON

TITLE:

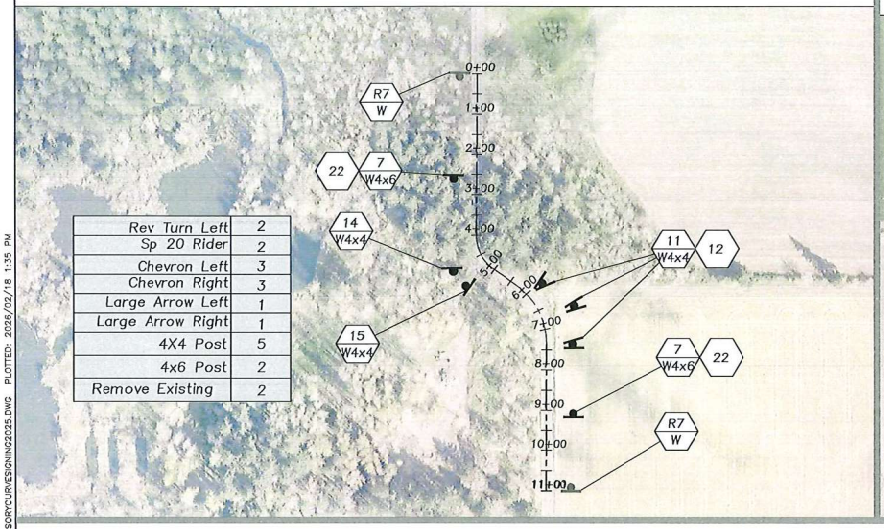
BISHOP RD SE

SHEET:

S1

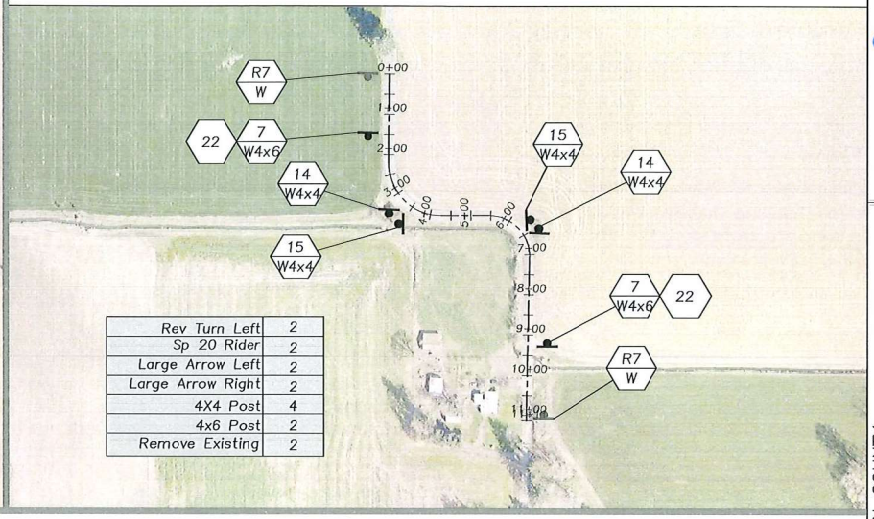
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870_0.62–0.65



Rev Turn Left	2
Sp 20 Rider	2
Chevron Left	3
Chevron Right	3
Large Arrow Left	1
Large Arrow Right	1
4X4 Post	5
4x6 Post	2
Remove Existing	2

870_0.30–0.36



Rev Turn Left	2
Sp 20 Rider	2
Large Arrow Left	2
Large Arrow Right	2
4X4 Post	4
4x6 Post	2
Remove Existing	2

FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

REGISTERED PROFESSIONAL ENGINEER
99,415
OREGON
MARCH 8, 2022
CARL K. LUND
EXPIRES 12-31-2026

MARION COUNTY

ADVISORY CURVE SIGNING AT VARIOUS LOCATONS

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.	10648B
ONEOFFICE NO.:	2025-xxx
FED. PROJ. NO.:	####
KEY NO.:	####
SITE NO.:	####
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	ERIC ANDERSON
DRAWN BY:	ERIC ANDERSON

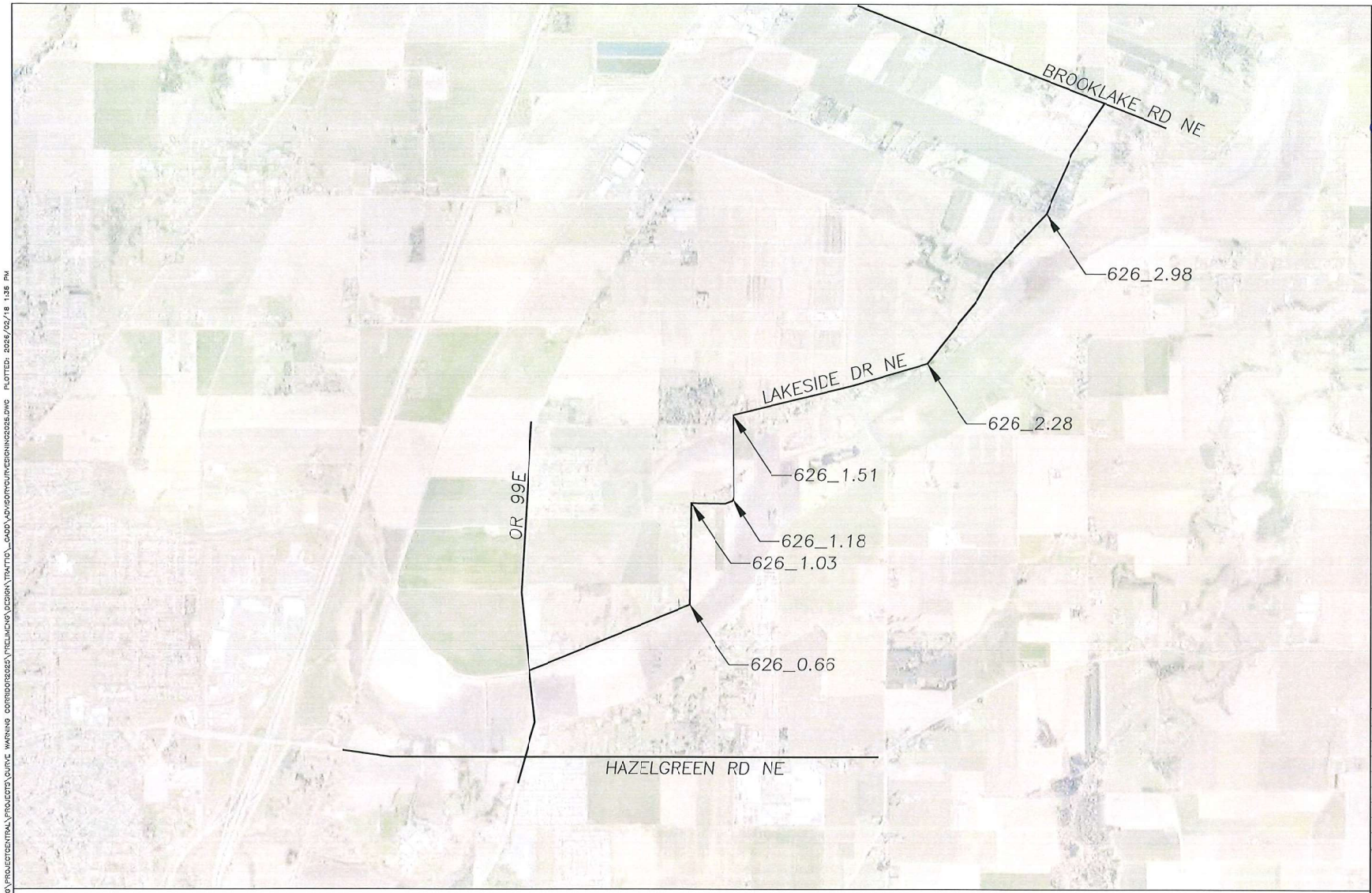
TITLE:

BISHOP RD SE

SHEET:

S2

FILE: O:\ENGINEERING\PROJECTCENTRAL\PROJECTS\CURVE WARNING CORRIDOR2025\PRELIMENG\DESIGN\TRAFFIC_CAD0\ADVISORYCURVESIGNING2025.DWG PLOTTED: 2026/02/18 1:35 PM



FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

REGISTERED PROFESSIONAL ENGINEER
99,415
OREGON
MARCH 8, 2024
CARL K. LUND
EXPIRES 12-31-2026

MARION COUNTY

ADVISORY CURVE SIGNING AT VARIOUS LOCATONS

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	10648
ONEOFFICE NO.:	2025-xxx
FED. PROJ. NO.:	####
KEY NO.:	####
SITE NO.:	####
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD83
DESIGNED BY:	ERIC ANDERSON
DRAWN BY:	ERIC ANDERSON

TITLE:

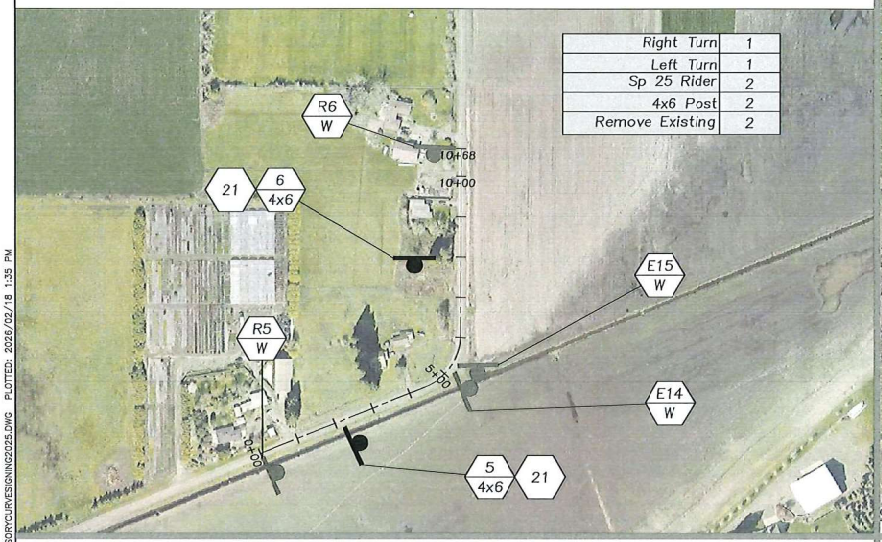
LAKESIDE DR NE

SHEET:

S3

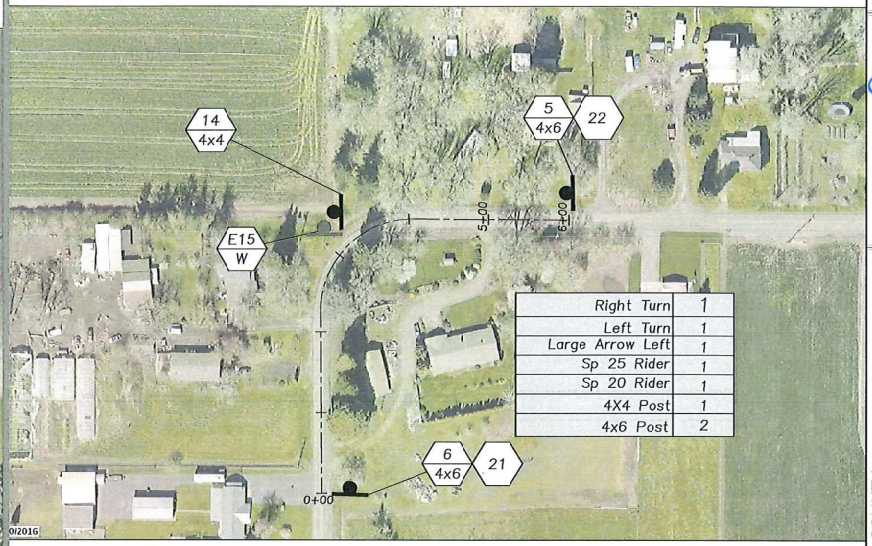
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626_0.66



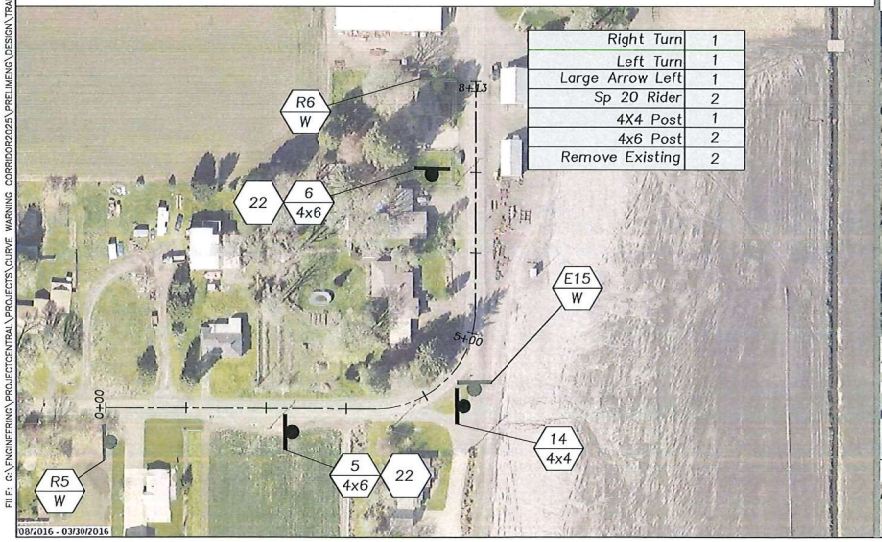
Right Turn	1
Left Turn	1
Sp 25 Rider	2
4x6 Post	2
Remove Existing	2

626_1.03



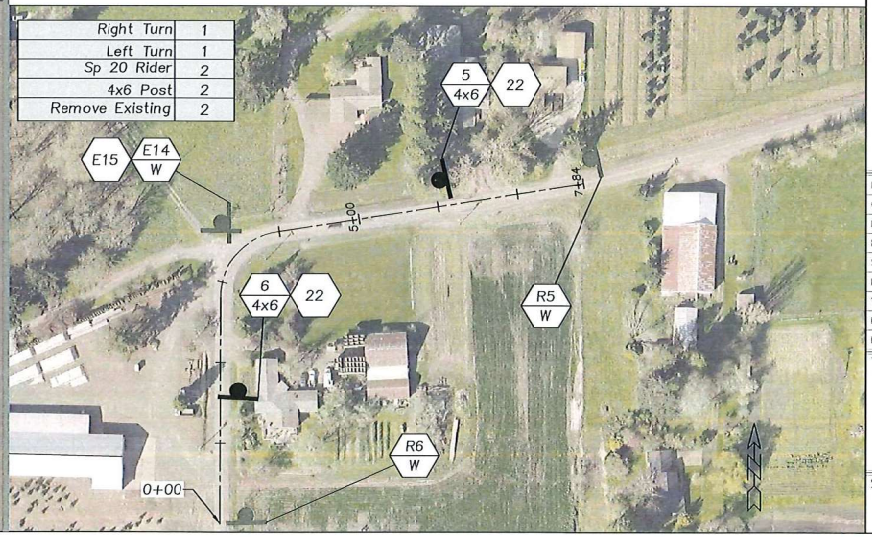
Right Turn	1
Left Turn	1
Large Arrow Left	1
Sp 25 Rider	1
Sp 20 Rider	1
4X4 Post	1
4x6 Post	2

626_1.18



Right Turn	1
Left Turn	1
Large Arrow Left	1
Sp 20 Rider	2
4X4 Post	1
4x6 Post	2
Remove Existing	2

626_1.51



Right Turn	1
Left Turn	1
Sp 20 Rider	2
4x6 Post	2
Remove Existing	2

FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

Marion County

REGISTERED PROFESSIONAL ENGINEER
99,415
OREGON
MARCH 8, 2022
CARL K. LUND
EXPIRES 12-31-2026

MARION COUNTY

ADVISORY CURVE SIGNING AT VARIOUS LOCATONS

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106488
ONEOFFICE NO.:	2025-xxx
FED. PROJ. NO.:	####
KEY NO.:	####
SITE NO.:	####
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	ERIC ANDERSON
DRAWN BY:	ERIC ANDERSON

TITLE:

LAKESIDE DR NE

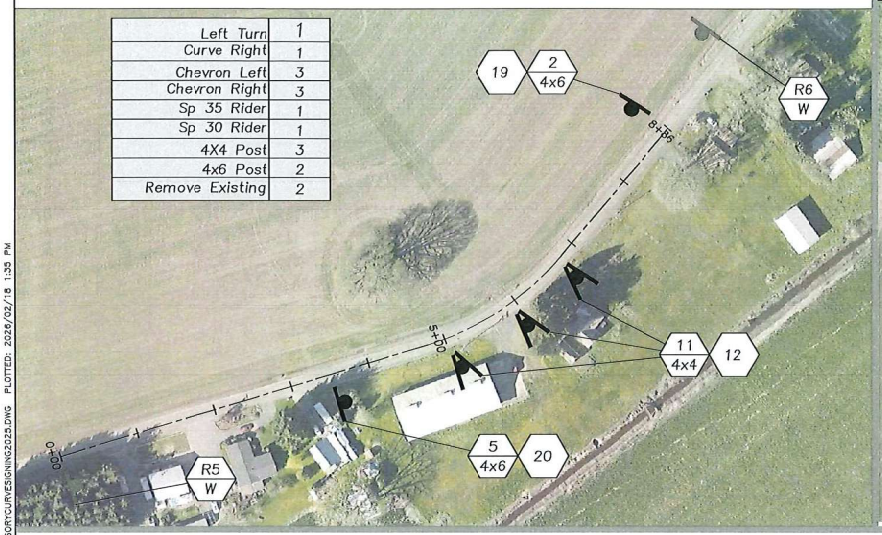
SHEET:

S4

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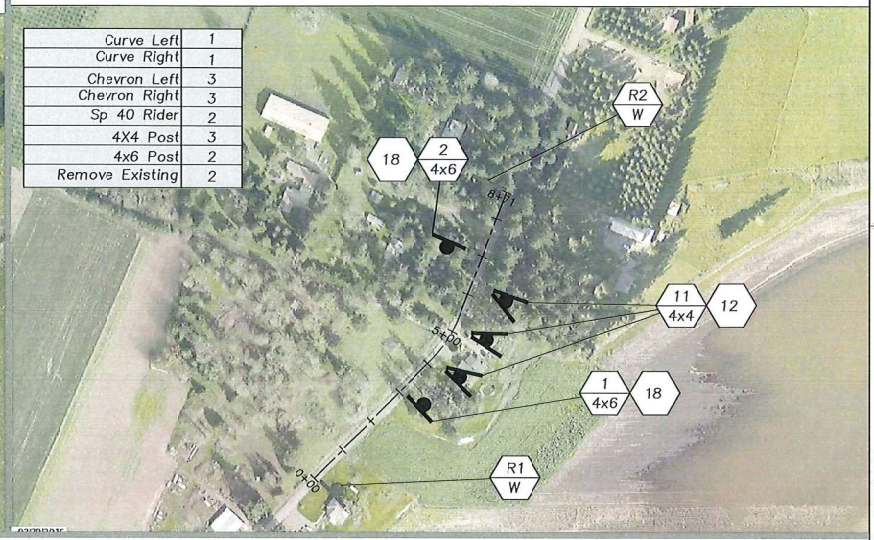
08/2016 - 03/30/2016

626_2.28



Left Turn	1
Curve Right	1
Chevron Left	3
Chevron Right	3
Sp 35 Rider	1
Sp 30 Rider	1
4X4 Post	3
4x6 Post	2
Remove Existing	2

626_2.98



Curve Left	1
Curve Right	1
Chevron Left	3
Chevron Right	3
Sp 40 Rider	2
4X4 Post	3
4x6 Post	2
Remove Existing	2

FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

Marion County

REGISTERED PROFESSIONAL ENGINEER
99,415
OREGON
MARCH 8, 2024
CARL K. LUND
EXPIRES 12-31-2026

MARION COUNTY

ADVISORY CURVE SIGNING AT VARIOUS LOCATONS

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	10648
ONEOFFICE NO.:	2025-xxx
FED. PROJ. NO.:	####
KEY NO.:	####
STIE NO.:	####
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	ERIC ANDERSON
DRAWN BY:	ERIC ANDERSON

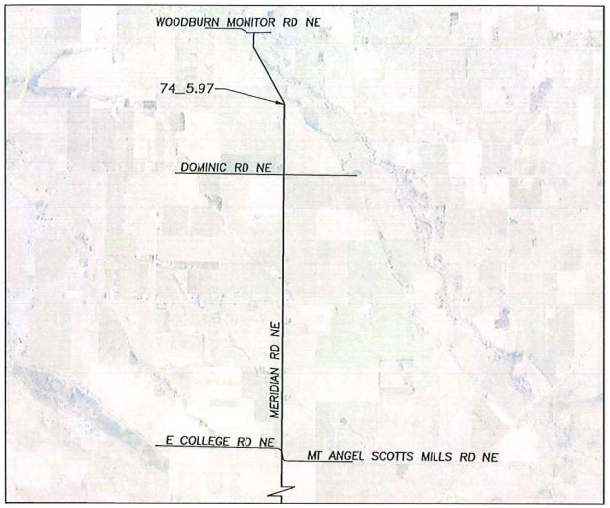
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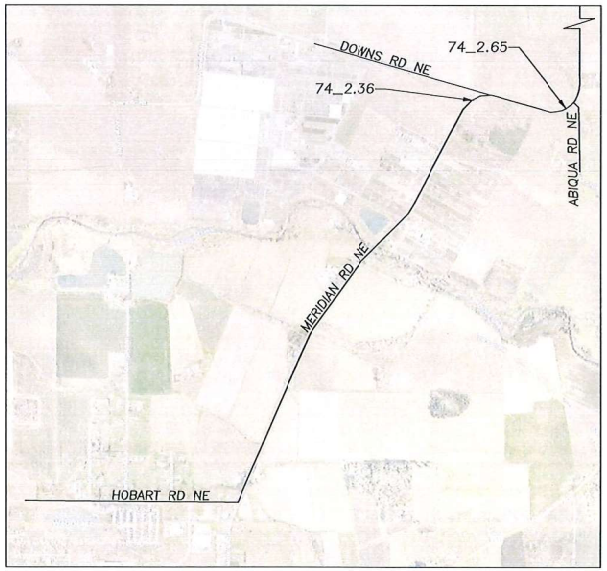
LAKESIDE DR NE

SHEET:

S5

FILE: G:\ENGINEERING\PROJECTS\INHAL\PROJECTS\CURVE WARNING CORRIDOR2025\PRELIMENG\DESIGN\TRAFFIC_CADD\ADVISORYCURVESIGNING25225.DWG PLOTTED: 2026/02/18 1:35 PM





FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

Marion County

REGISTERED PROFESSIONAL ENGINEER
99,415
OREGON
MARCH 8, 2016
CARL K. LUND
EXPIRES 12-31-2026

MARION COUNTY

ADVISORY CURVE SIGNING AT VARIOUS LOCATONS

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.	10648B
ONEOFFICE NO.:	2025-xxx
FED. PROJ. NO.:	####
KEY NO.:	####
SITE NO.:	####
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	ERIC ANDERSON
DRAWN BY:	ERIC ANDERSON

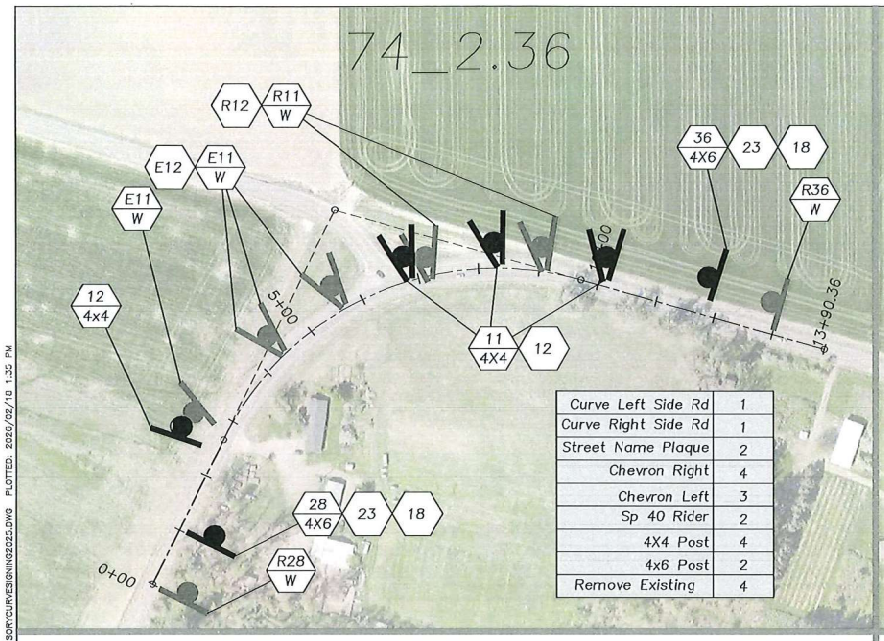
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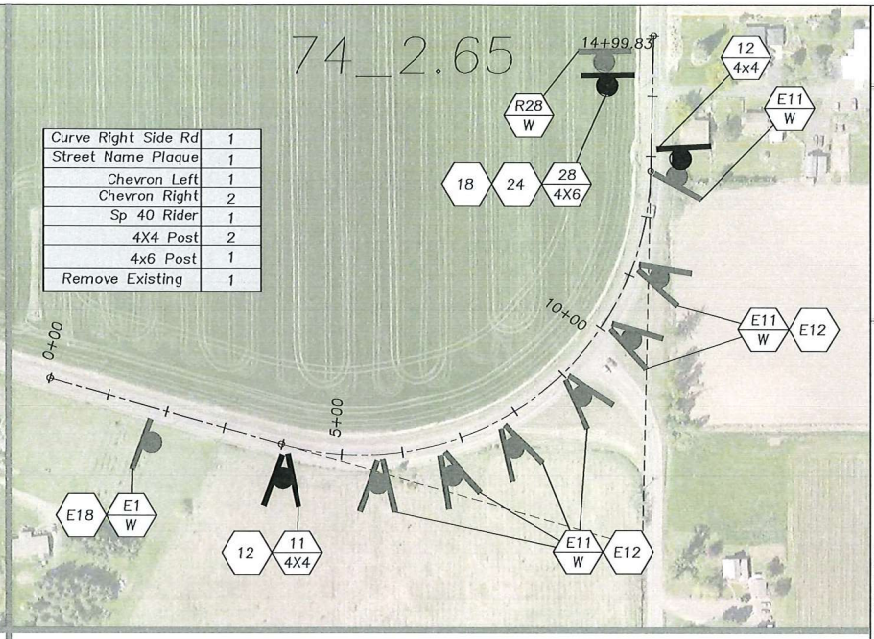
MERIDIAN RD NE

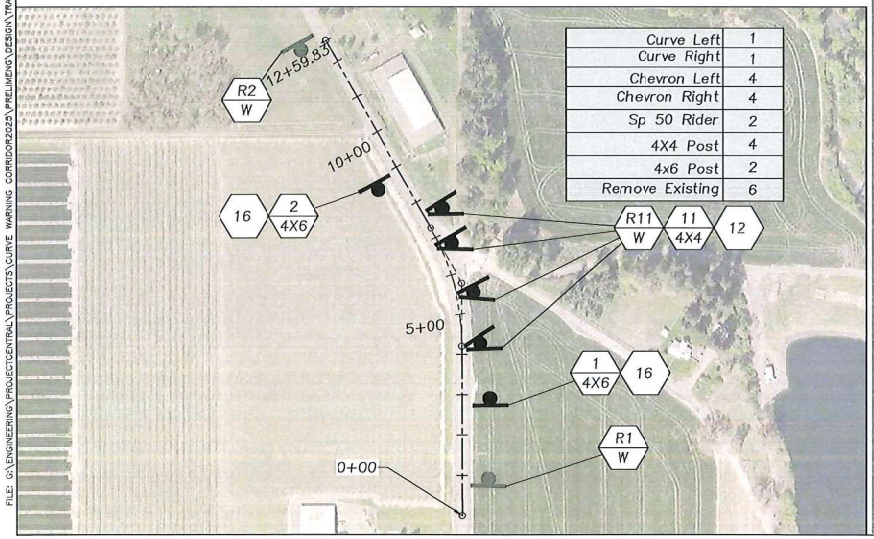
SHEET:

S6

FILE: G:\ENGINEERING\PROJECTCENTRAL\PROJECTS\CURVE WARNING CORRIDOR2026\PRELIMENG\DESIGN\TRAFFIC_CADD\ADVISORYCURVESIGNING2026.DWG PLOTTED: 2026/03/18 1:35 PM







FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

REGISTERED PROFESSIONAL ENGINEER
99,415
OREGON
MARCH 8, 2024
CARL K. LUND
EXPIRES 12-31-2026

MARION COUNTY

ADVISORY CURVE SIGNING AT VARIOUS LOCATONS

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106488
ONEOFFICE NO.:	2025-xxx
FED. PROJ. NO.:	####
KEY NO.:	####
SITE NO.:	####
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	ERIC ANDERSON
DRAWN BY:	ERIC ANDERSON

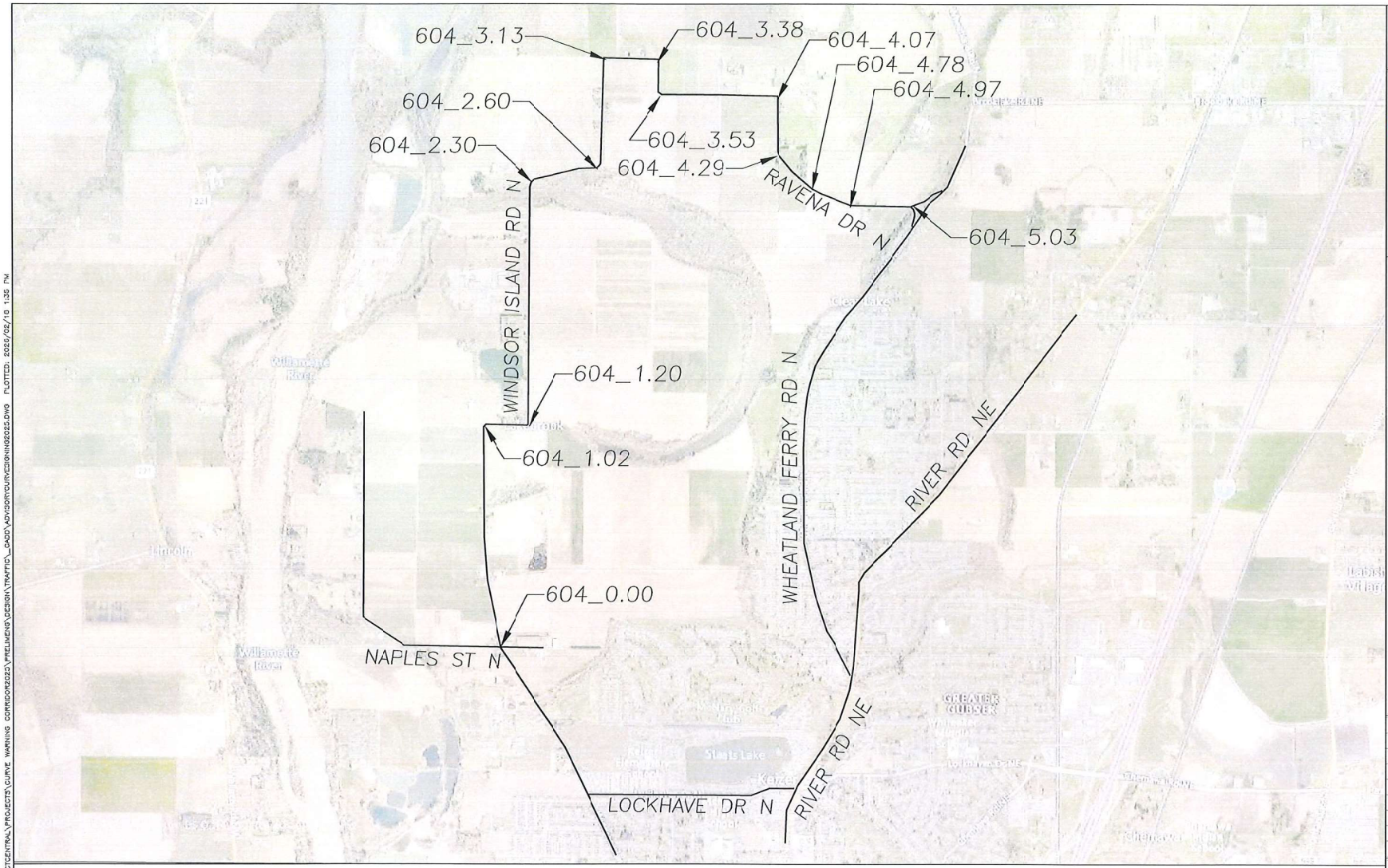
TITLE:

MERIDIAN RD NE

SHEET:

S7

FILE: G:\ENGINEERING\PROJECTCENTRAL\PROJECTS\CURVE WARNING CORRIDOR2025\PRELIMENG\DESIGN\TRAFFIC_CADD\ADVISORYCURVESIGNING02025.DWG PLOTTED: 2026/02/10 1:35 PM



FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

REGISTERED PROFESSIONAL ENGINEER
99415
OREGON
MARCH 8, 2022
CARL K. LUND
EXPIRES 12-31-2026

MARION COUNTY

ADVISORY CURVE SIGNING AT VARIOUS LOCATONS

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	10648
ONEOFFICE NO.:	2025-xxx
FED. PROJ. NO.:	####
KEY NO.:	####
SITE NO.:	####
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	ERIC ANDERSON
DRAWN BY:	ERIC ANDERSON

TITLE:

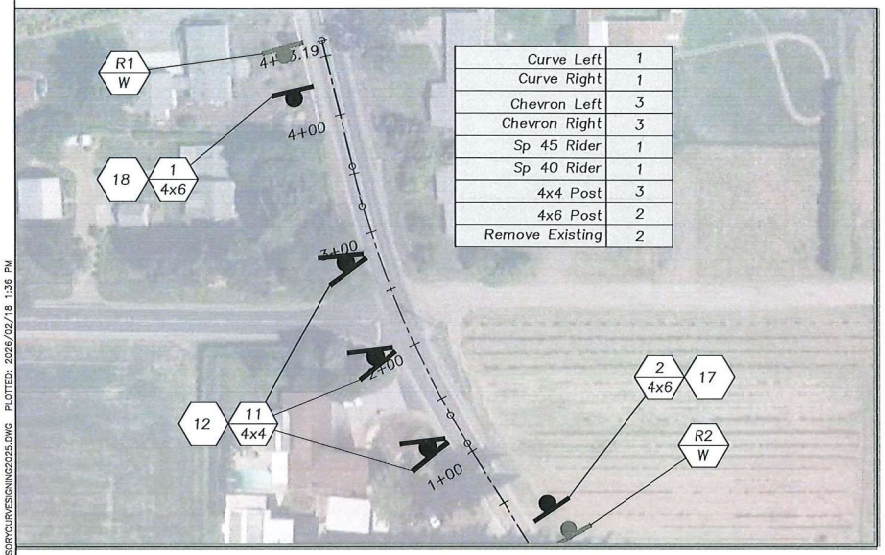
WINDSOR ISLAND RD N TO RAVENA DR N

SHEET:

S8

FILE: G:\ENGINEERING\PROJECTCENTRAL\PROJECTS\CURVE WARNING CORRIDOR2025\PRELIMENG\DESIGN\TRAFFIC_CADD\ADVISORYCURVESIGNING2025.DWG PLOTTED: 2026/02/18 1:35 PM

604_0.00



Curve Left	1
Curve Right	1
Chevron Left	3
Chevron Right	3
Sp 45 Rider	1
Sp 40 Rider	1
4x4 Post	3
4x6 Post	2
Remove Existing	2

FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

REGISTERED PROFESSIONAL ENGINEER
99,415
OREGON
MARCH 8, 2011
CARL K. LUND
EXPIRES 12-31-2026

MARION COUNTY

ADVISORY CURVE SIGNING AT VARIOUS LOCATONS

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106488
ONEOFFICE NO.:	2025-<xx
FED. PROJ. NO.:	####
KEY NO.:	####
SITE NO.:	####
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	ERIC ANDERSON
DRAWN BY:	ERIC ANDERSON

TITLE:

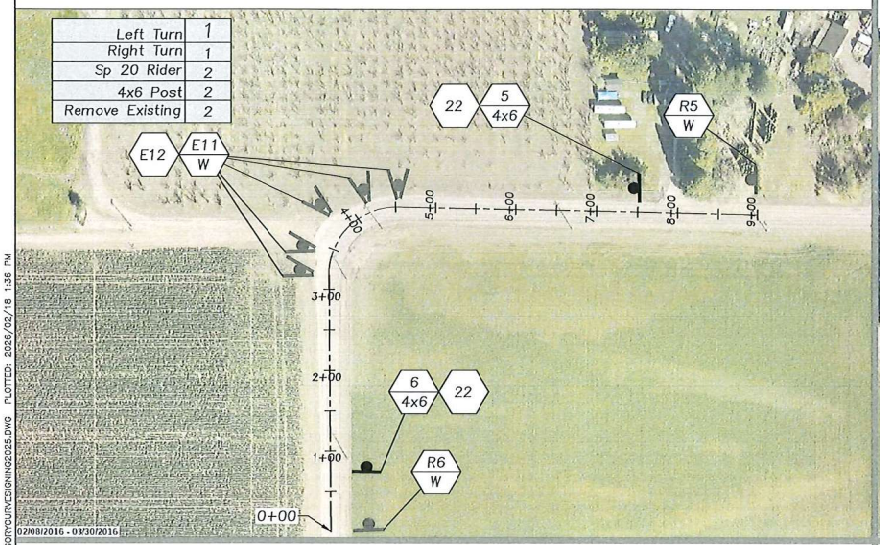
WINDSOR ISLAND RD N TO RAVENA DR N

SHEET:

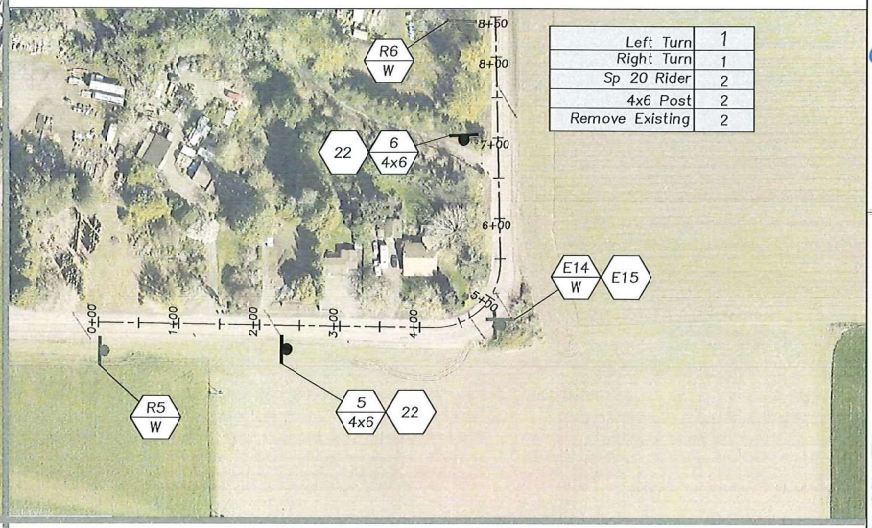
S9

FILE: G:\ENGINEERING\PROJECTCENTRAL\PROJECTS\CURVE WARNING CORRIDOR2025\PRELIMFNR\DESIGN\TRAFFIC_CADD\ADVISORYCURVESIGNING2025.DWG PLOTTED: 2026/02/18 1:36 PM

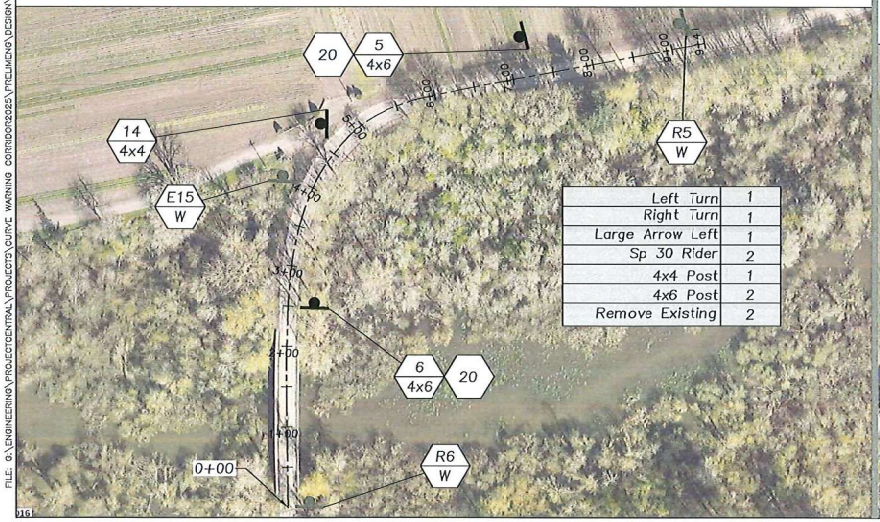
604_1.02



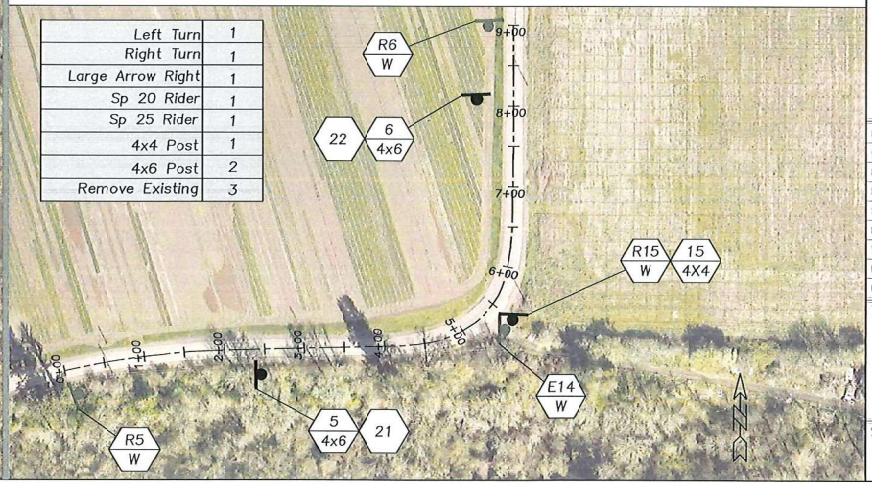
604_1.20



604_2.30



604_2.60



FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

REGISTERED PROFESSIONAL ENGINEER
99,415
OREGON
MARCH 8, 2022
CARL K. LUND
EXPIRES 12-31-2026

MARION COUNTY

ADVISORY CURVE SIGNING AT VARIOUS LOCATONS

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	10648B
ONEOFFICE NO.:	2025-xxx
FED. PROJ. NO.:	####
KEY NO.:	####
SITE NO.:	####
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD83
DESIGNED BY	ERIC ANDERSON
DRAWN BY:	ERIC ANDERSON

TITLE:

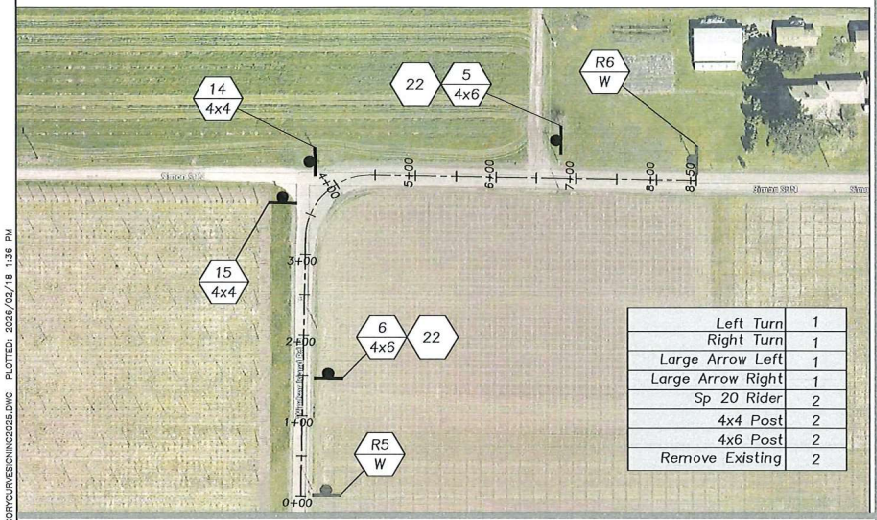
WINDSOR ISLAND RD N TO RAVENA DR N

SHEET:

S10

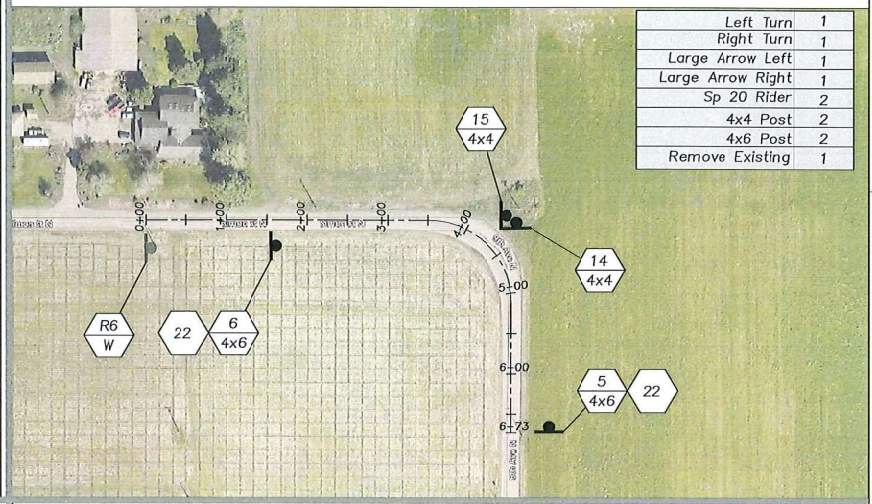
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02/08/2016 - 09/30/2016

604_3.13



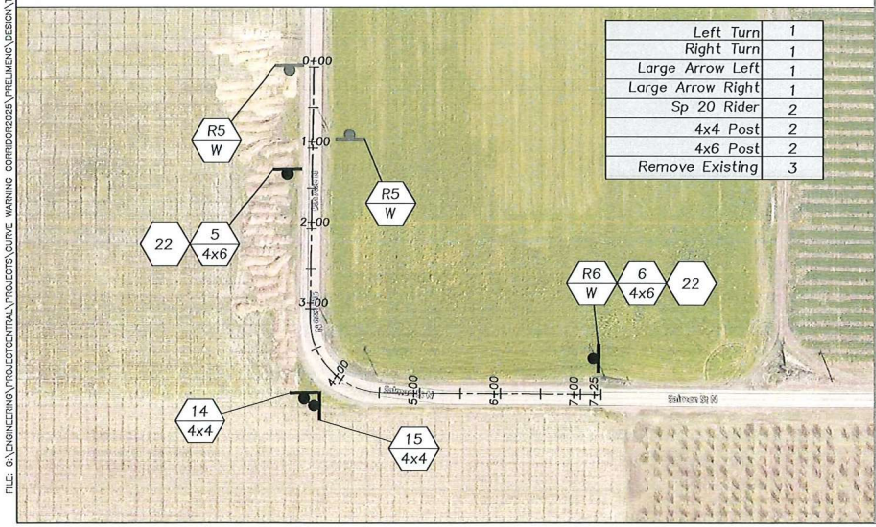
Left Turn	1
Right Turn	1
Large Arrow Left	1
Large Arrow Right	1
Sp 20 Rider	2
4x4 Post	2
4x6 Post	2
Remove Existing	2

604_3.38



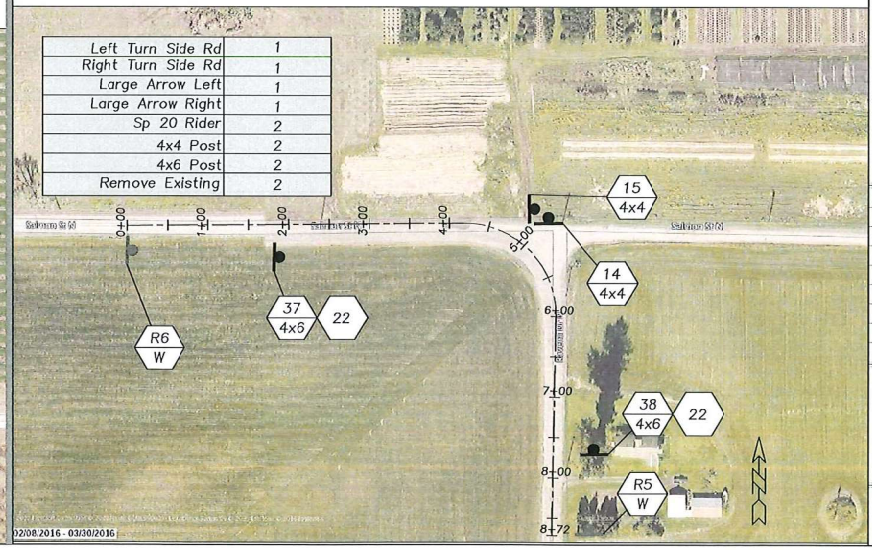
Left Turn	1
Right Turn	1
Large Arrow Left	1
Large Arrow Right	1
Sp 20 Rider	2
4x4 Post	2
4x6 Post	2
Remove Existing	1

604_3.53



Left Turn	1
Right Turn	1
Large Arrow Left	1
Large Arrow Right	1
Sp 20 Rider	2
4x4 Post	2
4x6 Post	2
Remove Existing	3

604_4.07



Left Turn Side Rd	1
Right Turn Side Rd	1
Large Arrow Left	1
Large Arrow Right	1
Sp 20 Rider	2
4x4 Post	2
4x6 Post	2
Remove Existing	2

FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

Marion County

REGISTERED PROFESSIONAL ENGINEER
99,415
OREGON
MARCH 8, 2022
CARL K. LUND
EXPIRES 12-31-2026

MARION COUNTY

ADVISORY CURVE SIGNING AT VARIOUS LOCATONS

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.	106488
ONEOFFICE NO.:	2025-xxx
FED. PROJ. NO.:	####
KEY NO.:	####
SITE NO.:	####
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	ERIC ANDERSON
DRAWN BY:	ERIC ANDERSON

TITLE:

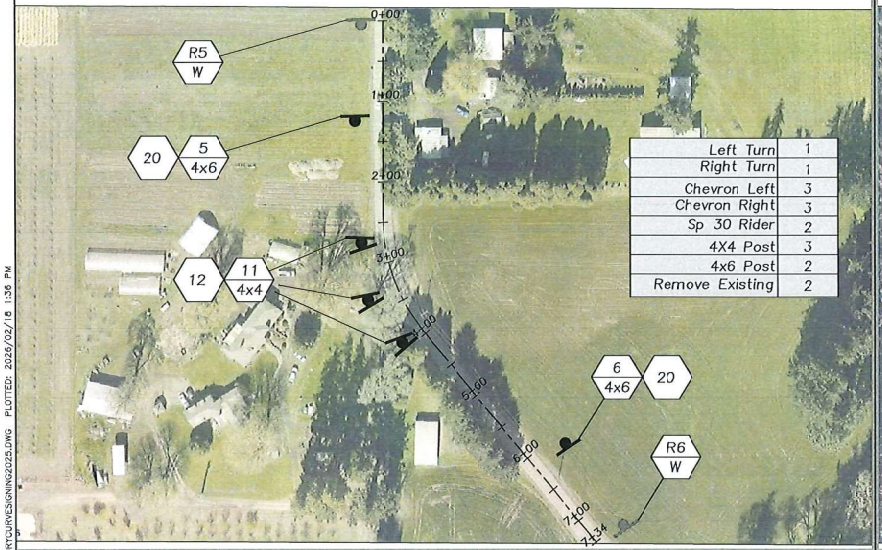
WINDSOR ISLAND RD N TO RAVENA DR N

SHEET:

S11

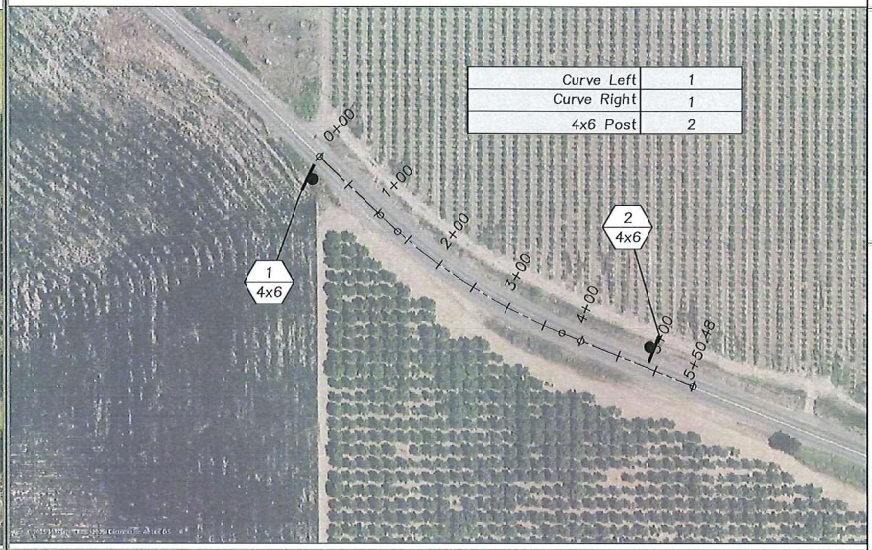
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604_4.29



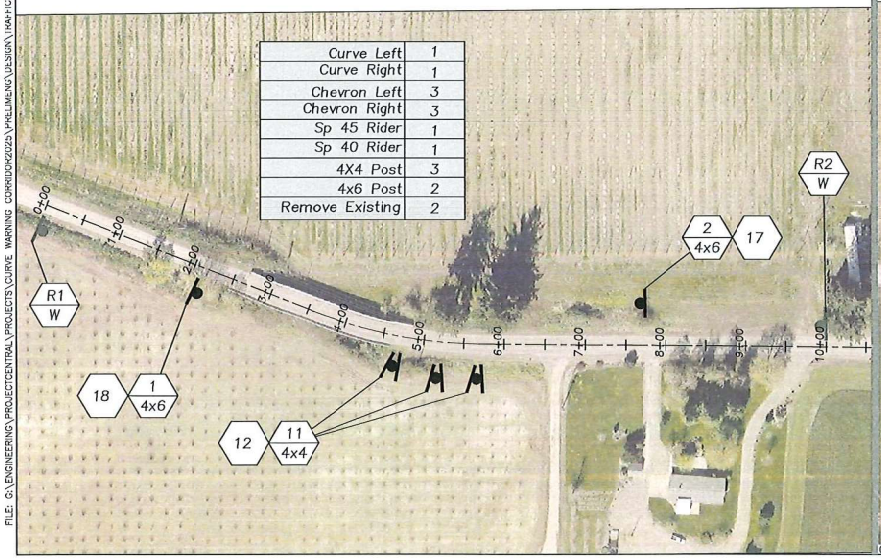
Left Turn	1
Right Turn	1
Chevron Left	3
Chevron Right	3
Sp 30 Rider	2
4X4 Post	3
4x6 Post	2
Remove Existing	2

604_4.78



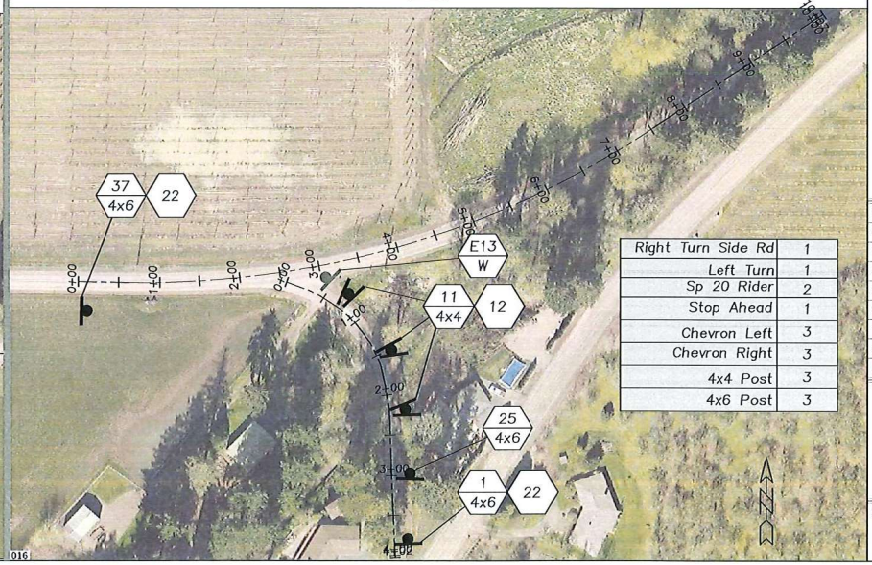
Curve Left	1
Curve Right	1
4x6 Post	2

604_4.97



Curve Left	1
Curve Right	1
Chevron Left	3
Chevron Right	3
Sp 45 Rider	1
Sp 40 Rider	1
4X4 Post	3
4x6 Post	2
Remove Existing	2

604_5.03



Right Turn Side Rd	1
Left Turn	1
Sp 20 Rider	2
Stop Ahead	1
Chevron Left	3
Chevron Right	3
4x4 Post	3
4x6 Post	3

FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

REGISTERED PROFESSIONAL ENGINEER
99,415
OREGON
MARCH 8, 2011
CARL K. LUDD
EXPIRES 12-31-2026

MARION COUNTY

ADVISORY CURVE SIGNING AT VARIOUS LOCATONS

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106488
ONEOFFICE NO.:	2025-xxx
FED. PROJ. NO.:	####
KEY NO.:	####
SITE NO.:	####
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	ERIC ANDERSON
DRAWN BY:	ERIC ANDERSON

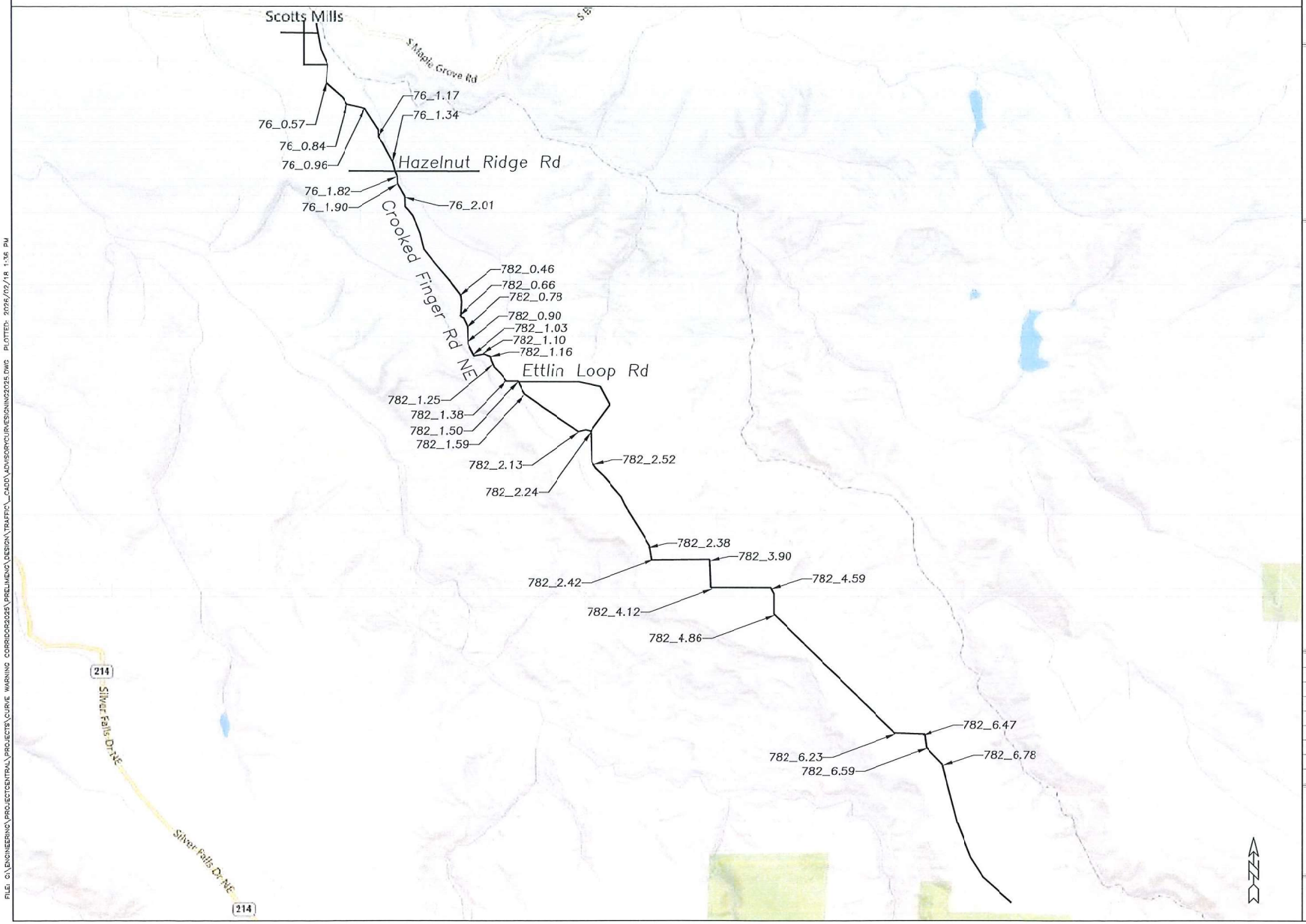
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WINDSOR ISLAND RD N TO RAVENA DR N

SHEET:

S12

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FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

REGISTERED PROFESSIONAL ENGINEER
99,415
OREGON
MARCH 8, 2022
CARL K. LUND
EXPIRES 12-31-2026

MARION COUNTY

ADVISORY CURVE SIGNING AT VARIOUS LOCATONS

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	10606D
ONEOFFICE NO.:	2025-xxx
FED. PROJ. NO.:	####
KEY NO.:	####
SITE NO.:	####
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	ERIC ANDERSON
DRAWN BY:	ERIC ANDERSON

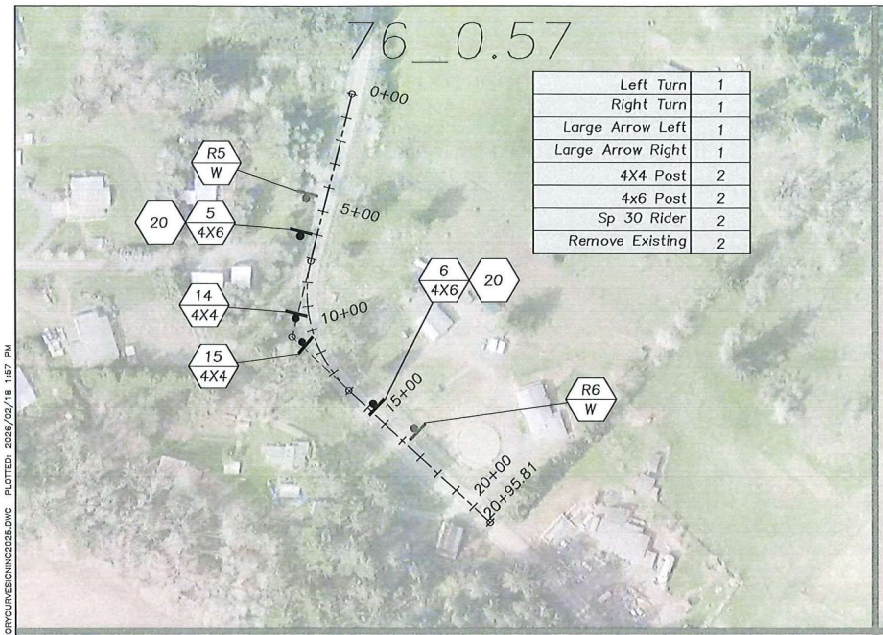
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CROOKED FINGER RD NE

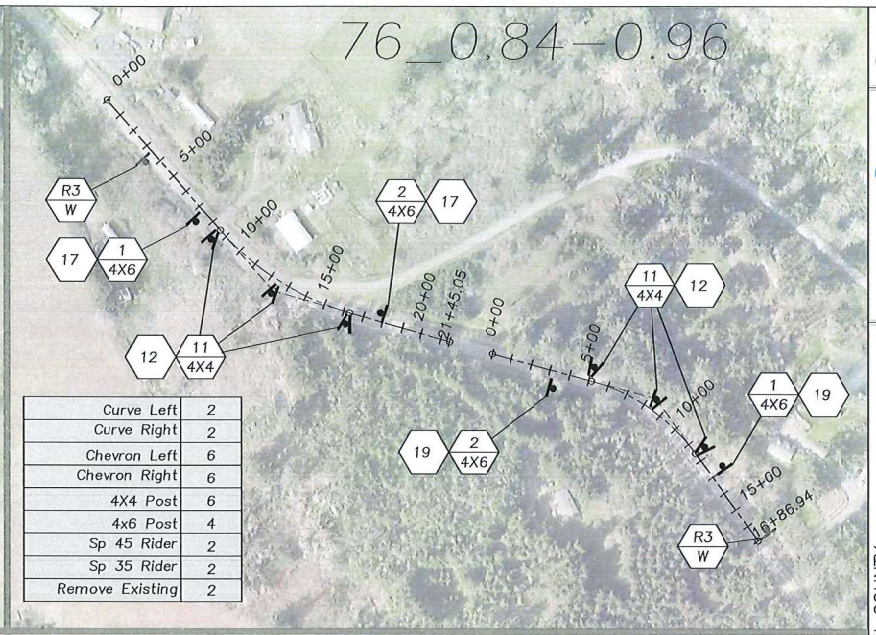
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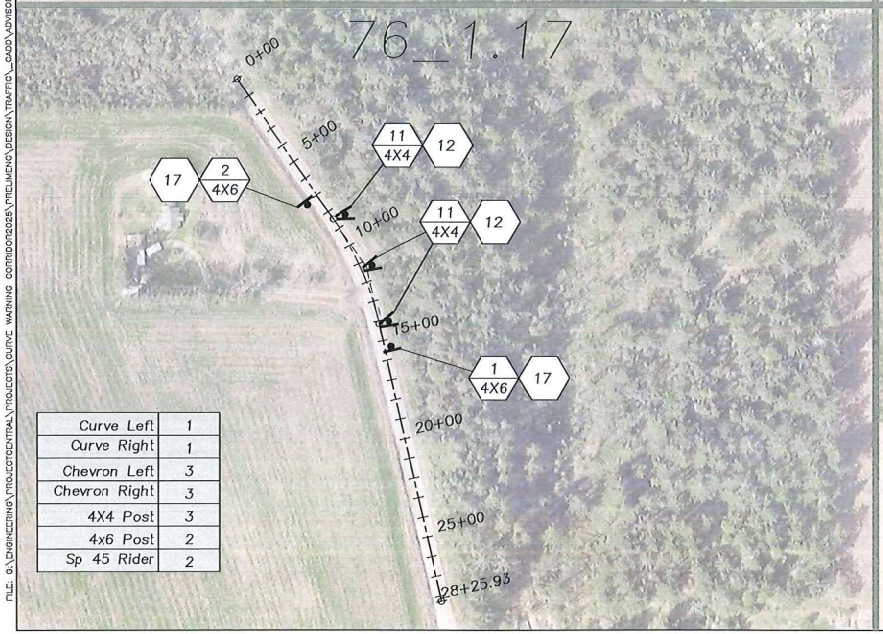
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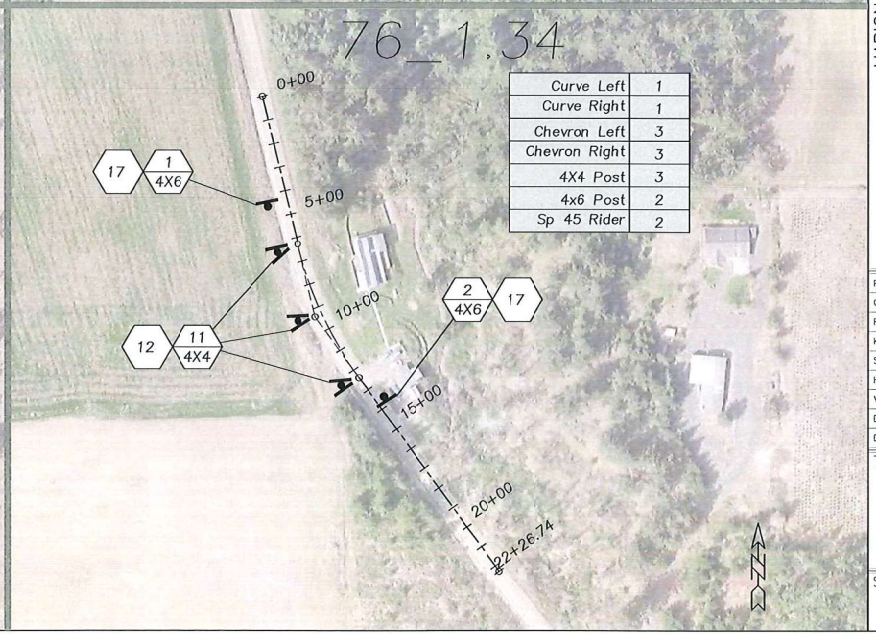
Left Turn	1
Right Turn	1
Large Arrow Left	1
Large Arrow Right	1
4X4 Post	2
4x6 Post	2
Sp 30 Rider	2
Remove Existing	2



Curve Left	2
Curve Right	2
Chevron Left	6
Chevron Right	6
4X4 Post	6
4x6 Post	4
Sp 45 Rider	2
Sp 35 Rider	2
Remove Existing	2



Curve Left	1
Curve Right	1
Chevron Left	3
Chevron Right	3
4X4 Post	3
4x6 Post	2
Sp 45 Rider	2



Curve Left	1
Curve Right	1
Chevron Left	3
Chevron Right	3
4X4 Post	3
4x6 Post	2
Sp 45 Rider	2

FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

REGISTERED PROFESSIONAL ENGINEER
99,415
OREGON
MARCH 8, 2022
CARL K. LAND
EXPIRES 12-31-2026

MARION COUNTY

ADVISORY CURVE SIGNING AT VARIOUS LOCATONS

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106483
ONEOFFICE NO.:	2025-xxx
FED. PROJ. NO.:	####
KEY NO.:	####
SITE NO.:	####
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD83
DESIGNED BY:	ERIC ANDERSON
DRAWN BY:	ERIC ANDERSON

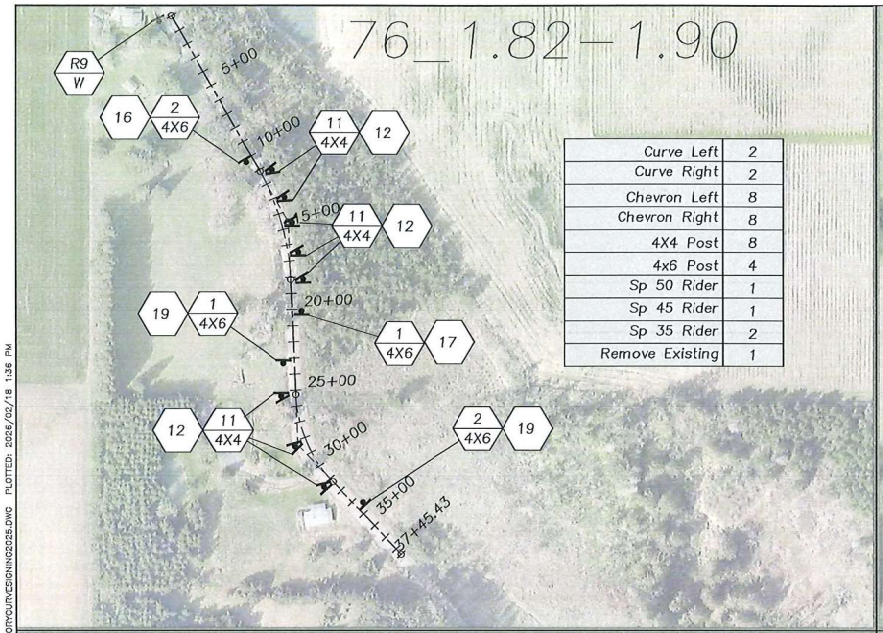
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CROOKED FINGER RD NE

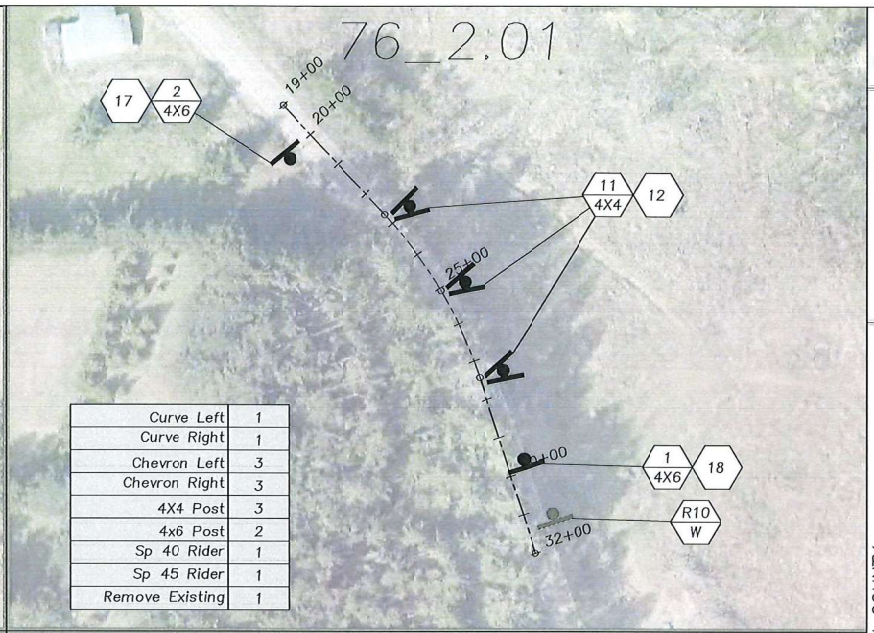
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S14

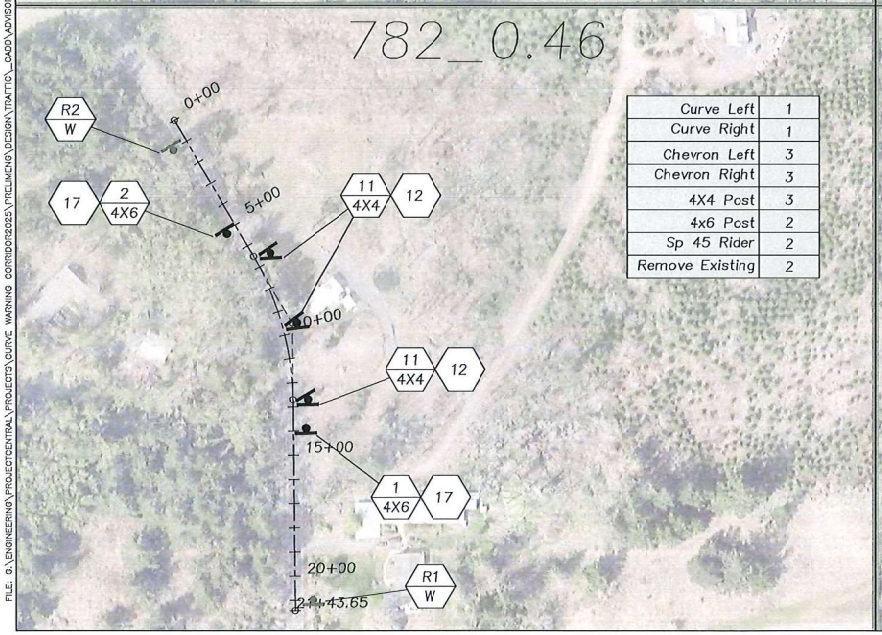
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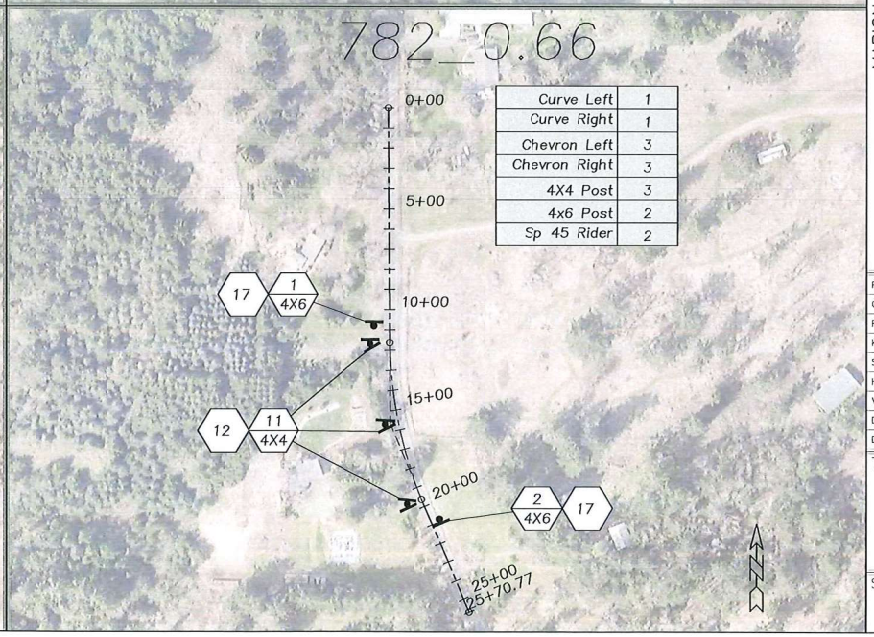
Curve Left	2
Curve Right	2
Chevron Left	8
Chevron Right	8
4X4 Post	8
4x6 Post	4
Sp 50 Rider	1
Sp 45 Rider	1
Sp 35 Rider	2
Remove Existing	1



Curve Left	1
Curve Right	1
Chevron Left	3
Chevron Right	3
4X4 Post	3
4x6 Post	2
Sp 40 Rider	1
Sp 45 Rider	1
Remove Existing	1



Curve Left	1
Curve Right	1
Chevron Left	3
Chevron Right	3
4X4 Post	3
4x6 Post	2
Sp 45 Rider	2
Remove Existing	2



Curve Left	1
Curve Right	1
Chevron Left	3
Chevron Right	3
4X4 Post	3
4x6 Post	2
Sp 45 Rider	2

FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

Marion County

REGISTERED PROFESSIONAL ENGINEER
99,415
OREGON
MARCH 8, 1983
CARL K. LUND
EXPIRES 12-31-2026

MARION COUNTY

ADVISORY CURVE SIGNING AT VARIOUS LOCATONS

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106488
ONEOFFICE NO.:	2025-xxx
FED. PROJ. NO.:	####
KEY NO.:	####
SITE NO.:	####
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	ERIC ANDERSON
DRAWN BY:	ERIC ANDERSON

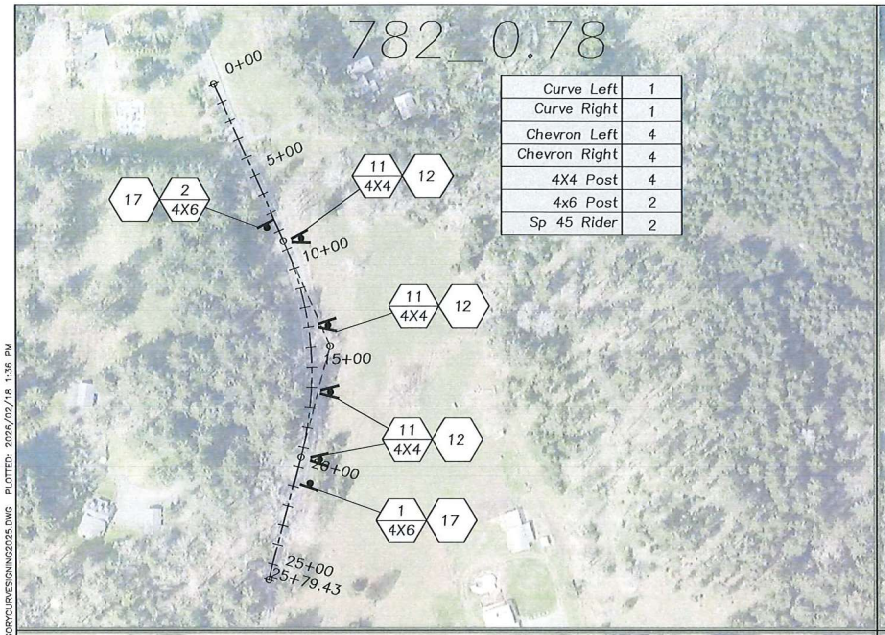
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CROOKED FINGER RD NE

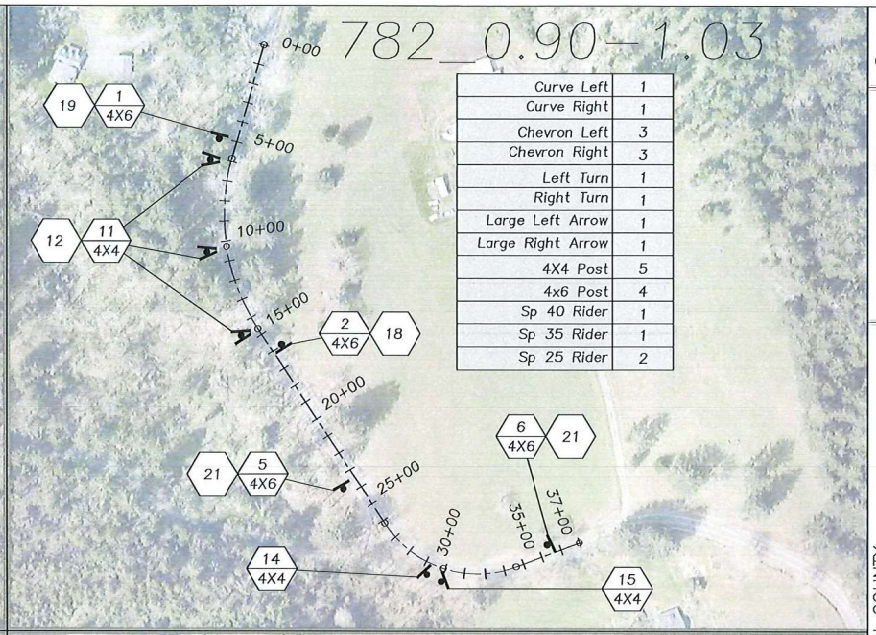
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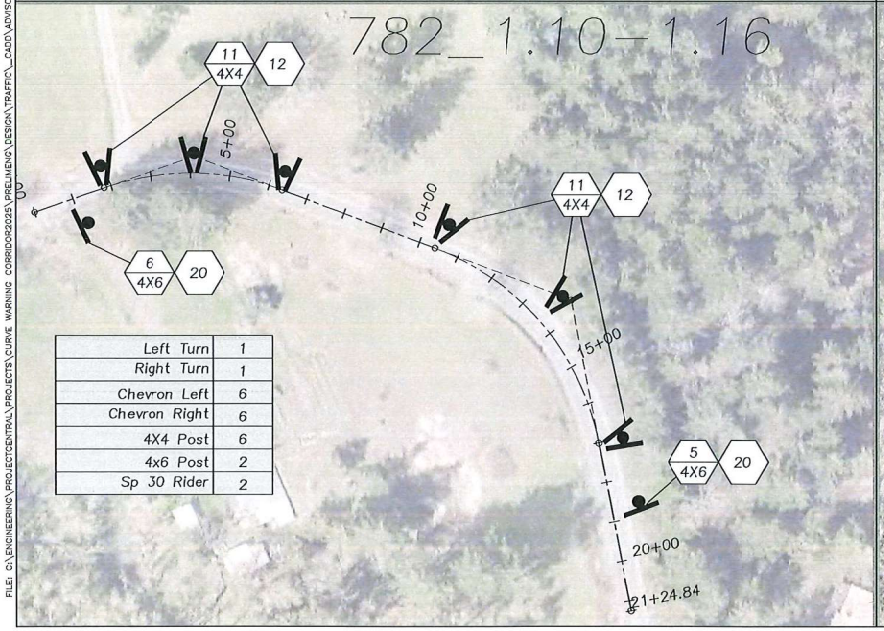
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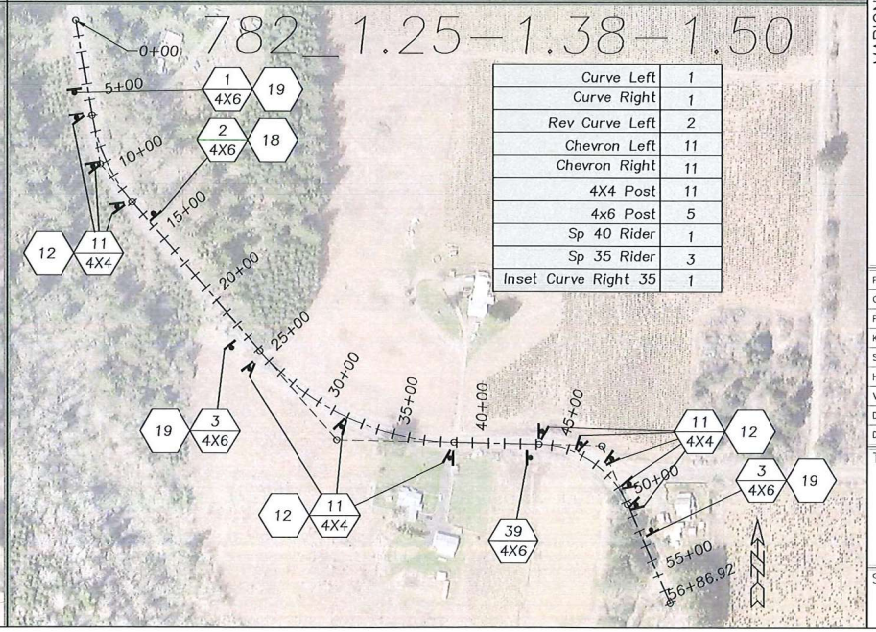
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Curve Right	1
Chevron Left	4
Chevron Right	4
4X4 Post	4
4x6 Post	2
Sp 45 Rider	2



Curve Left	1
Curve Right	1
Chevron Left	3
Chevron Right	3
Left Turn	1
Right Turn	1
Large Left Arrow	1
Large Right Arrow	1
4X4 Post	5
4x6 Post	4
Sp 40 Rider	1
Sp 35 Rider	1
Sp 25 Rider	2



Left Turn	1
Right Turn	1
Chevron Left	6
Chevron Right	6
4X4 Post	6
4x6 Post	2
Sp 30 Rider	2



Curve Left	1
Curve Right	1
Rev Curve Left	2
Chevron Left	11
Chevron Right	11
4X4 Post	11
4x6 Post	5
Sp 40 Rider	1
Sp 35 Rider	3
Inset Curve Right 35	1

FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

Marion County

REGISTERED PROFESSIONAL ENGINEER
99,415
OREGON
MARCH 8, 2022
CARL K. LUND
EXPIRES 12-31-2026

MARION COUNTY

ADVISORY CURVE SIGNING AT VARIOUS LOCATONS

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	1064B3
ONEOFFICE NO.:	2025-xxx
FED. PROJ. NO.:	####
KEY NO.:	####
SITE NO.:	####
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	ERIC ANDERSON
DRAWN BY:	ERIC ANDERSON

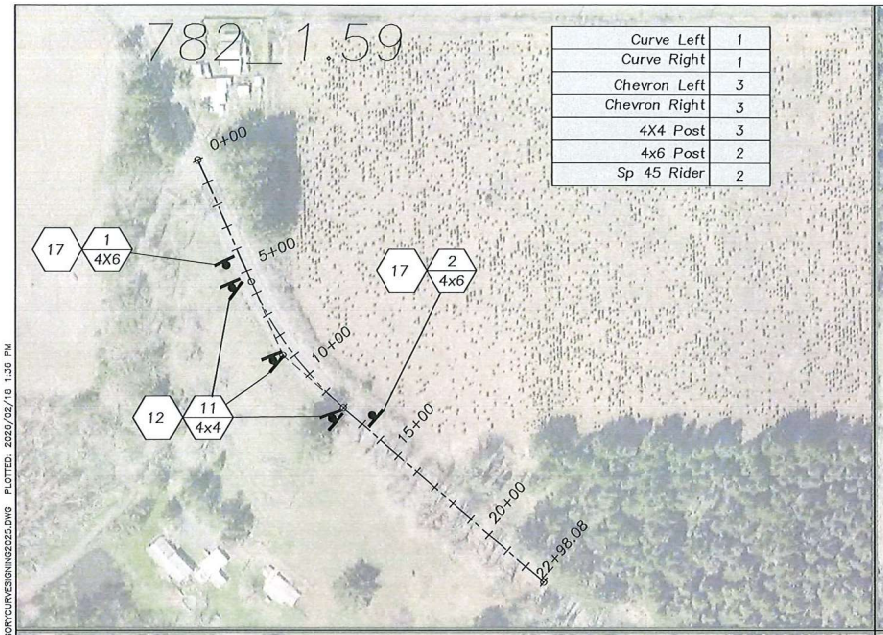
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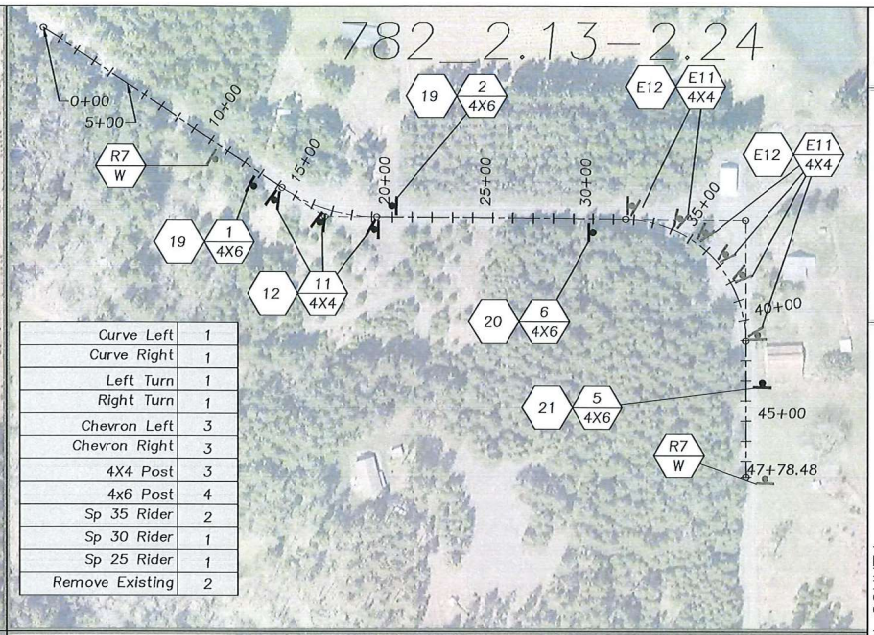
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S16

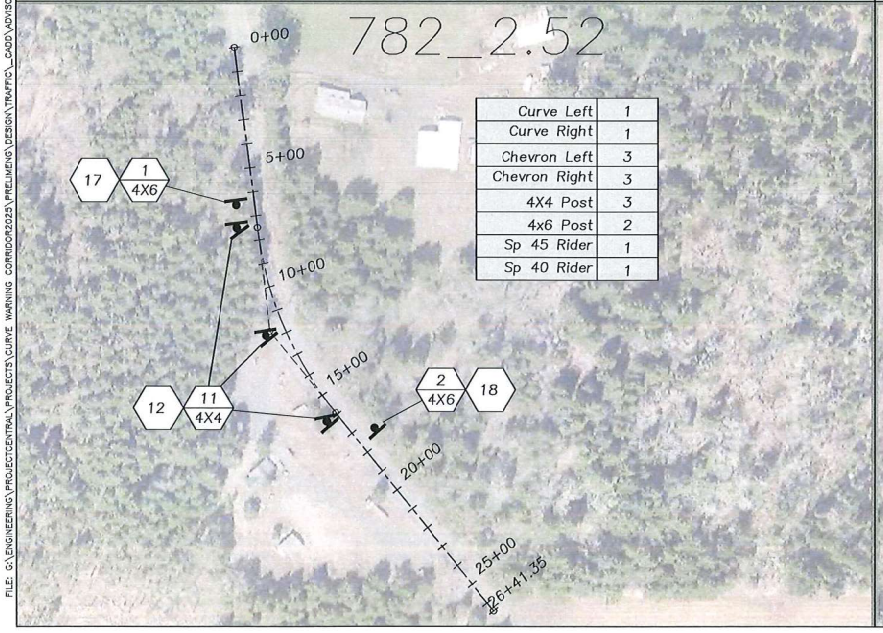
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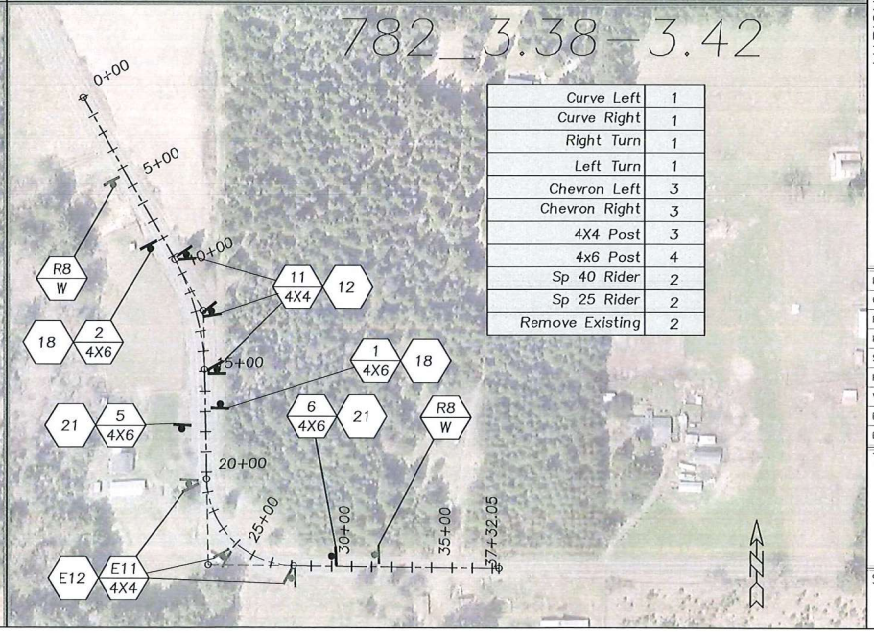
Curve Left	1
Curve Right	1
Chevron Left	3
Chevron Right	3
4X4 Post	3
4x6 Post	2
Sp 45 Rider	2



Curve Left	1
Curve Right	1
Left Turn	1
Right Turn	1
Chevron Left	3
Chevron Right	3
4X4 Post	3
4x6 Post	4
Sp 35 Rider	2
Sp 30 Rider	1
Sp 25 Rider	1
Remove Existing	2



Curve Left	1
Curve Right	1
Chevron Left	3
Chevron Right	3
4X4 Post	3
4x6 Post	2
Sp 45 Rider	1
Sp 40 Rider	1



Curve Left	1
Curve Right	1
Right Turn	1
Left Turn	1
Chevron Left	3
Chevron Right	3
4X4 Post	3
4x6 Post	4
Sp 40 Rider	2
Sp 25 Rider	2
Remove Existing	2

FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

Marion County

REGISTERED PROFESSIONAL ENGINEER
99,415
OREGON
MARCH 8, 2021
CARL K. LUND

EXPIRES 12-31-2026

MARION COUNTY

ADVISORY CURVE SIGNING AT VARIOUS LOCATONS

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	10648B
ONEOFFICE NO.:	2025-xxx
FED. PROJ. NO.:	####
KEY NO.:	####
SITE NO.:	####
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	ERIC ANDERSON
DRAWN BY:	ERIC ANDERSON

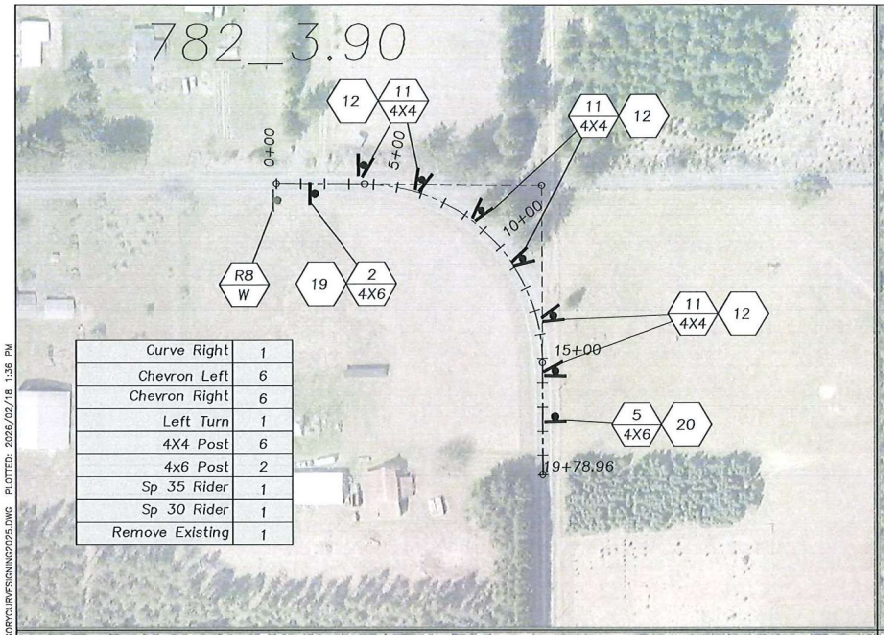
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CROOKED FINGER RD NE

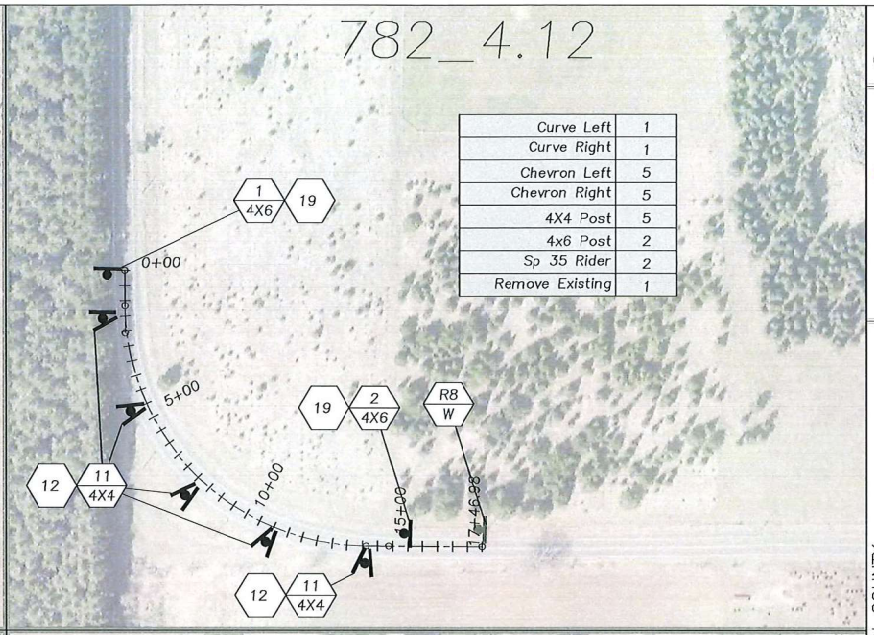
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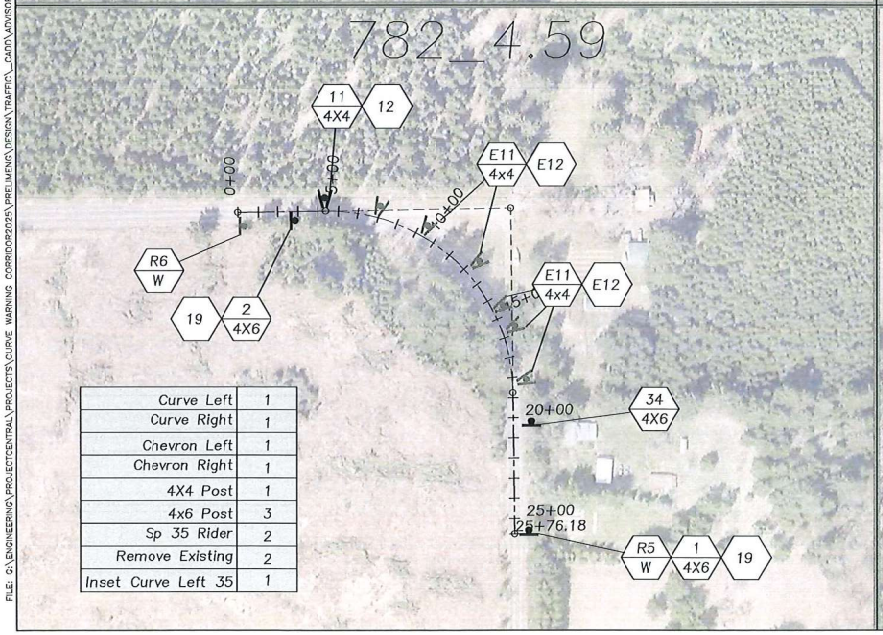
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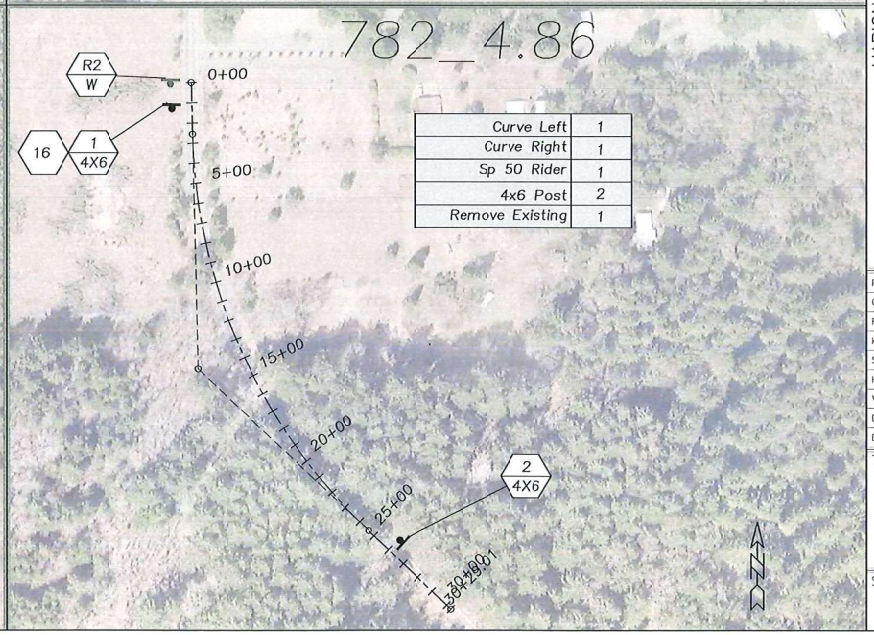
Curve Right	1
Chevron Left	6
Chevron Right	6
Left Turn	1
4X4 Post	6
4x6 Post	2
Sp 35 Rider	1
Sp 30 Rider	1
Remove Existing	1



Curve Left	1
Curve Right	1
Chevron Left	5
Chevron Right	5
4X4 Post	5
4x6 Post	2
Sp 35 Rider	2
Remove Existing	1



Curve Left	1
Curve Right	1
Chevron Left	1
Chevron Right	1
4X4 Post	1
4x6 Post	3
Sp 35 Rider	2
Remove Existing	2
Inset Curve Left 35	1



Curve Left	1
Curve Right	1
Sp 50 Rider	1
4x6 Post	2
Remove Existing	1

FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

REGISTERED PROFESSIONAL ENGINEER
99,415
OREGON
MARCH 8, 2022
CARL K. LUND
EXPIRES 12-31-2026

MARION COUNTY

ADVISORY CURVE SIGNING AT VARIOUS LOCATONS

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106483
ONEOFFICE NO.:	2025-xxx
FED. PROJ. NO.:	####
KEY NO.:	####
SITE NO.:	####
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
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DRAWN BY:	ERIC ANDERSON

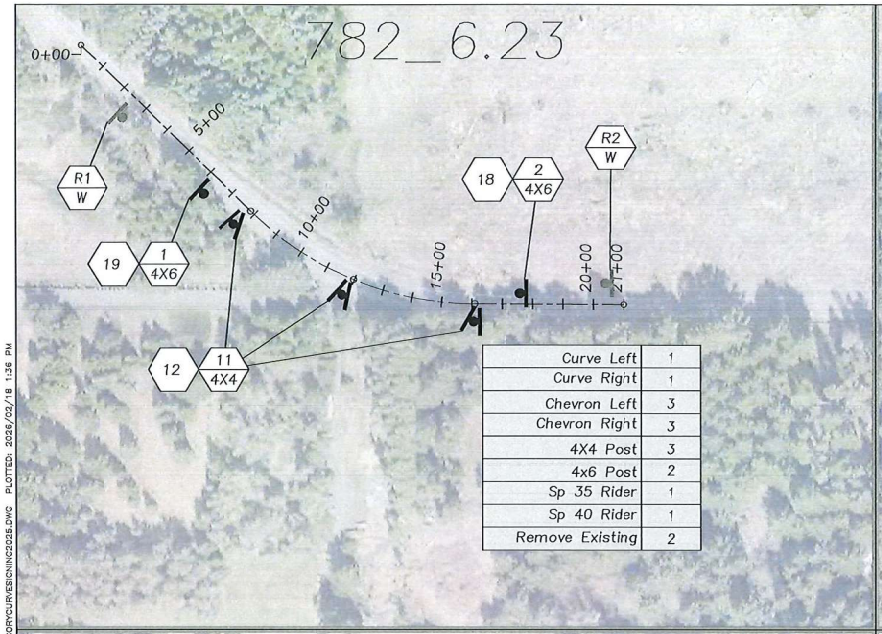
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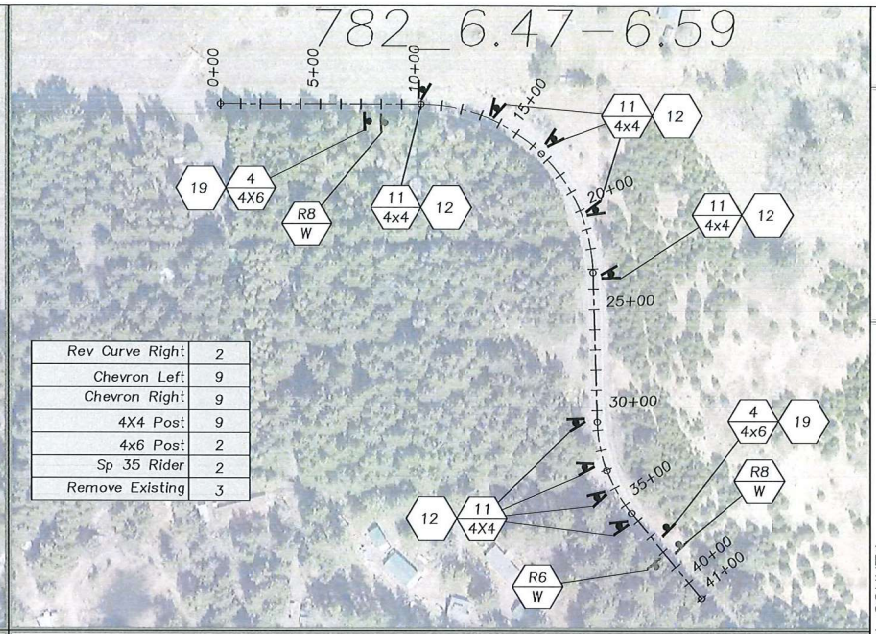
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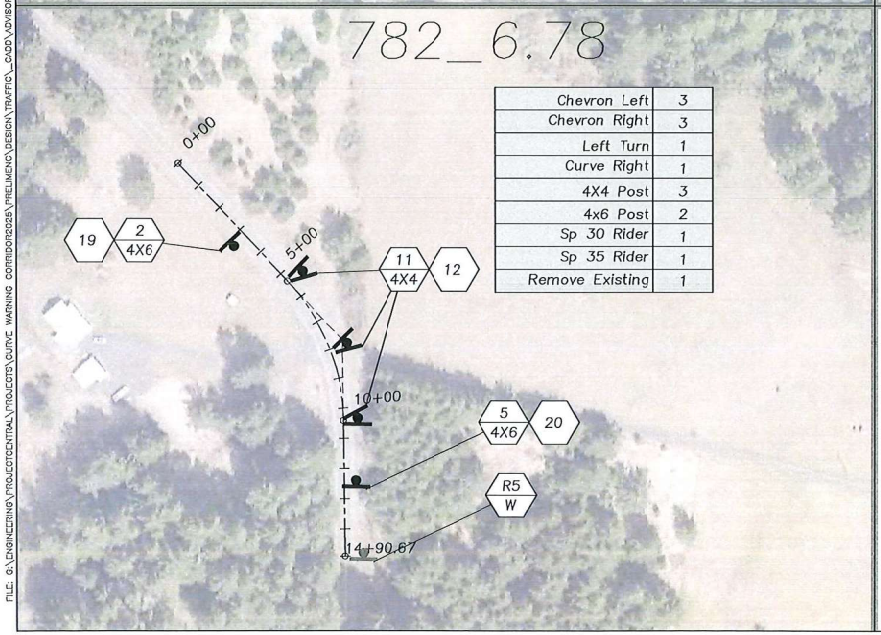
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Curve Right	1
Chevron Left	3
Chevron Right	3
4X4 Post	3
4x6 Post	2
Sp 35 Rider	1
Sp 40 Rider	1
Remove Existing	2



Rev Curve Righ:	2
Chevron Lef:	9
Chevron Righ:	9
4X4 Pos:	9
4x6 Pos:	2
Sp 35 Rider	2
Remove Existing	3



Chevron Left	3
Chevron Right	3
Left Turn	1
Curve Right	1
4X4 Post	3
4x6 Post	2
Sp 30 Rider	1
Sp 35 Rider	1
Remove Existing	1

FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

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99,415
OREGON
MARCH 8, 2011
CARL K. LUND
EXPIRES 12-31-2026

MARION COUNTY

ADVISORY CURVE SIGNING AT VARIOUS LOCATONS

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106488
ONEOFFICE NO.:	2025-xxx
FED. PROJ. NO.:	####
KEY NO.:	####
SITE NO.:	####
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	ERIC ANDERSON
DRAWN BY:	ERIC ANDERSON

TITLE:

CROOKED FINGER RD NE

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S19

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FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

REGISTERED PROFESSIONAL ENGINEER
99,415
OREGON
MARCH 8, 2011
CARL K. LUND
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MARION COUNTY
DEPARTMENT OF PUBLIC WORKS

ADVISORY CURVE SIGNING AT VARIOUS LOCATONS

PROJECT NO.:	106488
ONEOFFICE NO.:	2025-xxx
FED. PROJ. NO.:	####
KEY NO.:	####
SITE NO.:	####
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VERT. DATUM:	NAVD88
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DRAWN BY:	ERIC ANDERSON

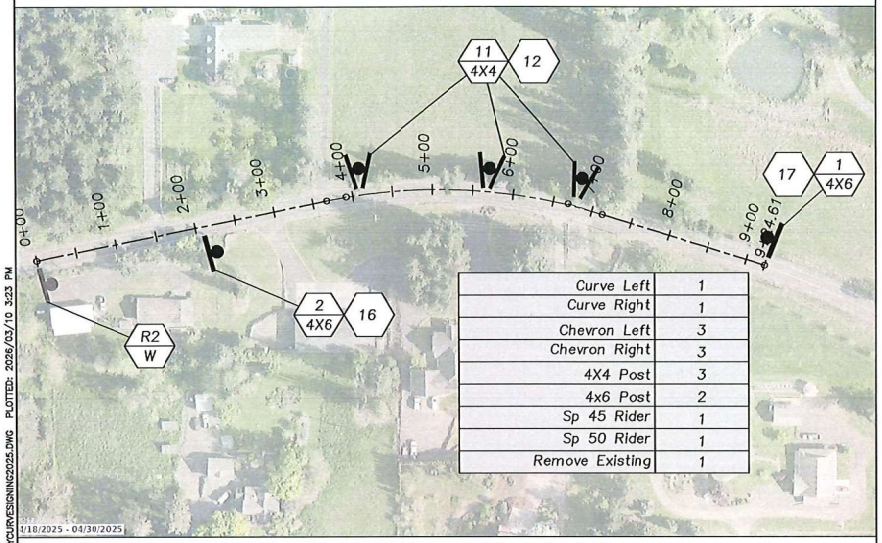
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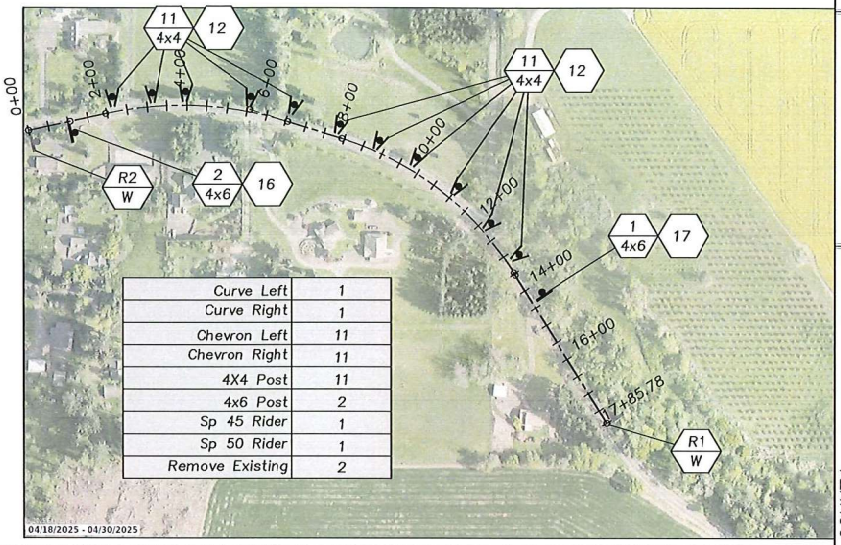
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22_5.68



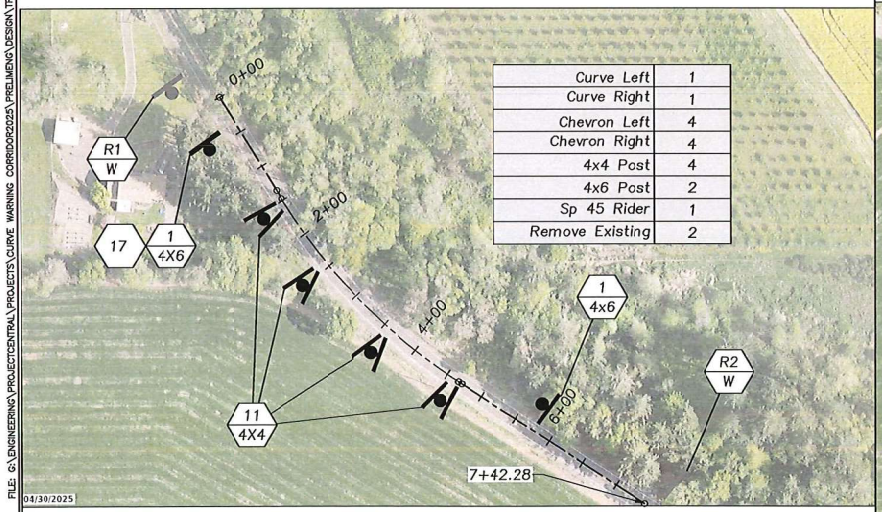
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Curve Right	1
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4x6 Post	2
Sp 45 Rider	1
Sp 50 Rider	1
Remove Existing	1

22_5.80



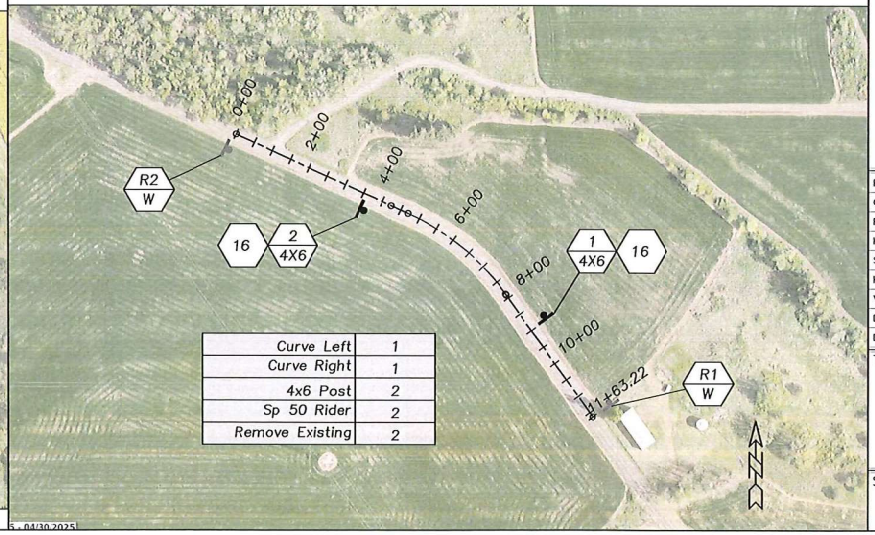
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Chevron Left	11
Chevron Right	11
4X4 Post	11
4x6 Post	2
Sp 45 Rider	1
Sp 50 Rider	1
Remove Existing	2

22_5.99



Curve Left	1
Curve Right	1
Chevron Left	4
Chevron Right	4
4x4 Post	4
4x6 Post	2
Sp 45 Rider	1
Remove Existing	2

22_6.52



Curve Left	1
Curve Right	1
4x6 Post	2
Sp 50 Rider	2
Remove Existing	2

FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

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99,415
OREGON
MARCH 8, 2022
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MARION COUNTY

ADVISORY CURVE SIGNING AT VARIOUS LOCATONS

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106488
ONEOFFICE NO.:	2025-xxx
FED. PROJ. NO.:	####
KEY NO.:	####
SITE NO.:	####
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VERT. DATUM:	NAVD88
DESIGNED BY:	ERIC ANDERSON
DRAWN BY:	ERIC ANDERSON

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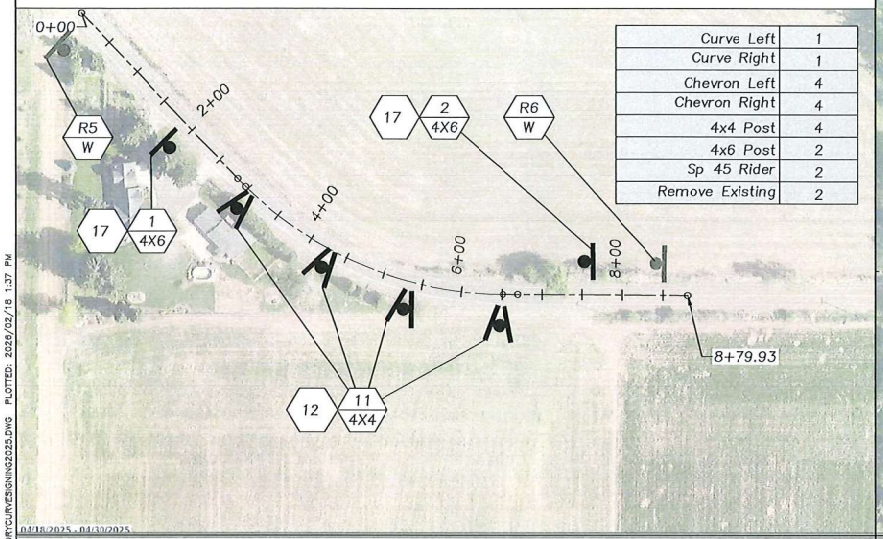
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22_7.00



Curve Left	1
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Remove Existing	2

22_7.83



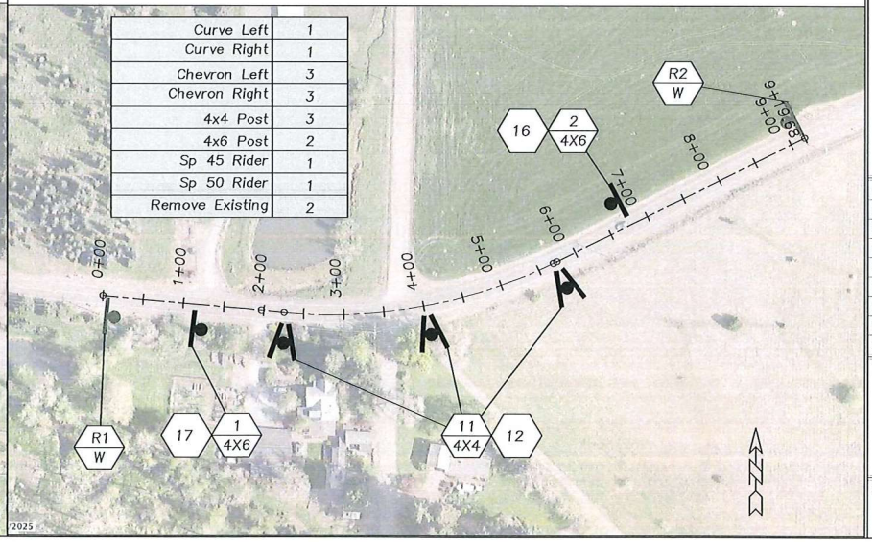
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22_8.48



Remove Existing Speed Rider BY OTHERS	2

22_8.66



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Curve Right	1
Chevron Left	3
Chevron Right	3
4x4 Post	3
4x6 Post	2
Sp 45 Rider	1
Sp 50 Rider	1
Remove Existing	2

FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

Marion County

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99,415
OREGON
MARCH 8, 2022
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MARION COUNTY

ADVISORY CURVE SIGNING AT VARIOUS LOCATONS

DEPARTMENT OF PUBLIC WORKS

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ONEOFFICE NO.:	2025-xxx
FED. PROJ. NO.:	####
KEY NO.:	####
SITE NO.:	####
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
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DRAWN BY:	ERIC ANDERSON

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FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

REGISTERED PROFESSIONAL ENGINEER
99,415
OREGON
MARCH 8, 2025
CARL K. LUND
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MARION COUNTY
DEPARTMENT OF PUBLIC WORKS

ADVISORY CURVE SIGNING AT VARIOUS LOCATONS

PROJECT NO.:	106488
ONEOFFICE NO.:	2025-xxx
FED. PROJ. NO.:	####
KEY NO.:	####
SITE NO.:	####
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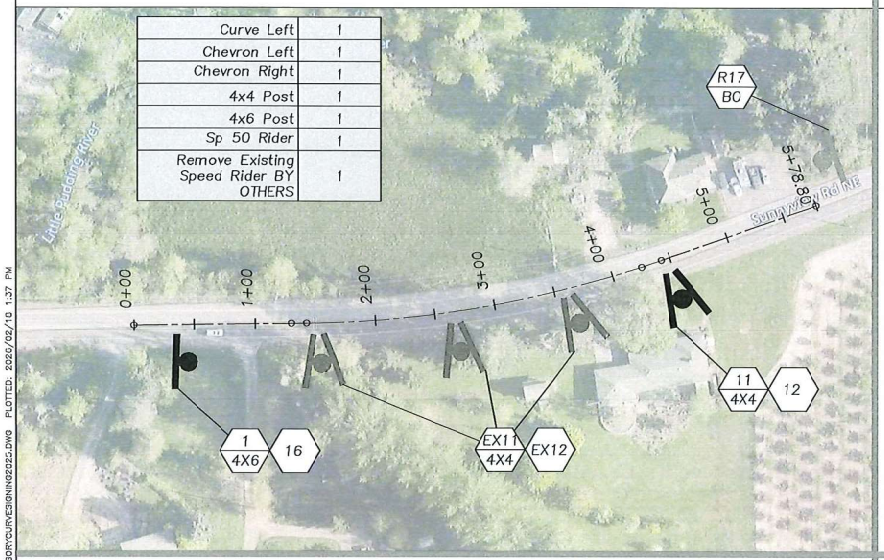
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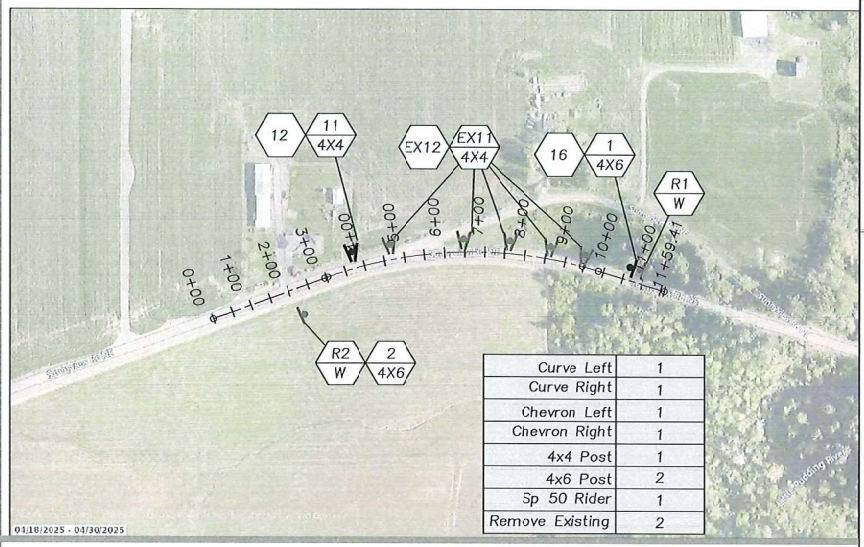
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21_2.12



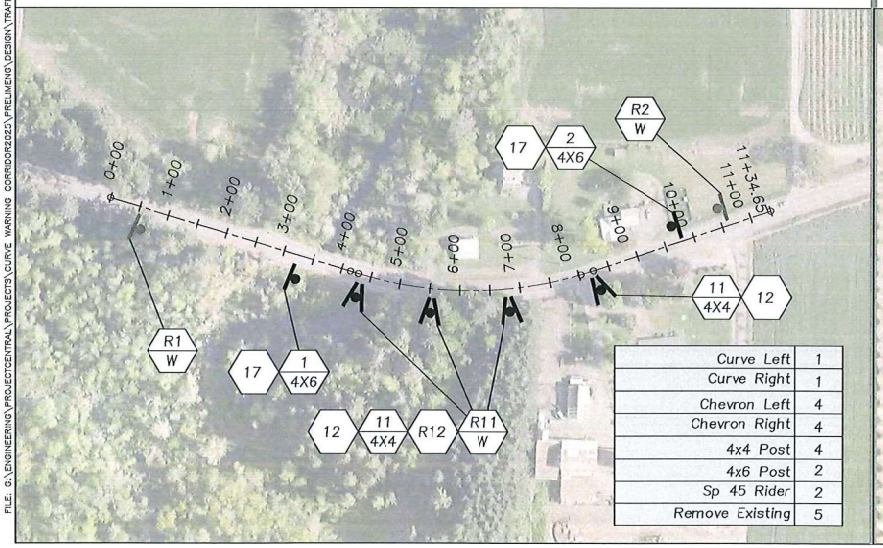
Curve Left	1
Chevron Left	1
Chevron Right	1
4x4 Post	1
4x6 Post	1
Sp 50 Rider	1
Remove Existing Speed Rider BY OTHERS	1

21_2.67



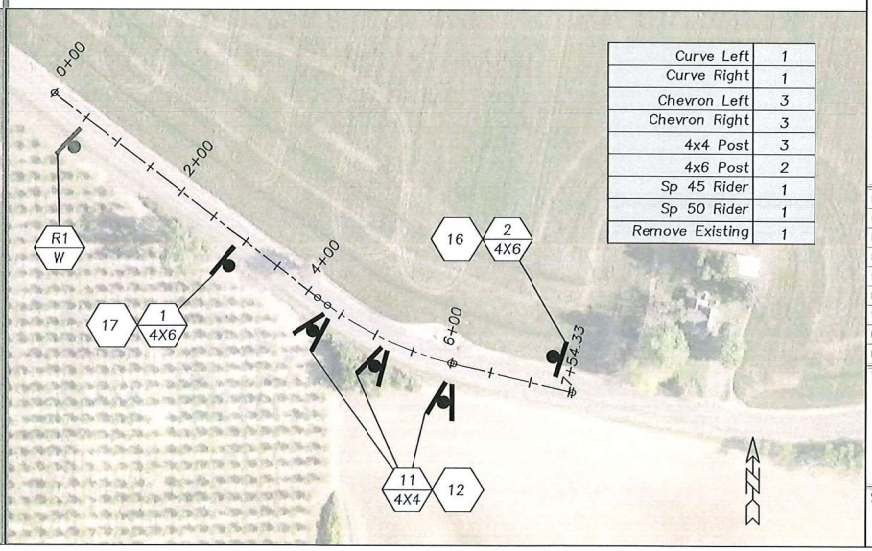
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Chevron Left	1
Chevron Right	1
4x4 Post	1
4x6 Post	2
Sp 50 Rider	1
Remove Existing	2

21_2.89



Curve Left	1
Curve Right	1
Chevron Left	4
Chevron Right	4
4x4 Post	4
4x6 Post	2
Sp 45 Rider	2
Remove Existing	5

44_1.17



Curve Left	1
Curve Right	1
Chevron Left	3
Chevron Right	3
4x4 Post	3
4x6 Post	2
Sp 45 Rider	1
Sp 50 Rider	1
Remove Existing	1

FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

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99,415
OREGON
MARCH 8, 2011
CARL K. LUND
EXPIRES 12-31-2026

MARION COUNTY

ADVISORY CURVE SIGNING AT VARIOUS LOCATONS

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.	106483
ONEOFFICE NO.:	2025-xxx
FED. PROJ. NO.:	####
KEY NO.:	####
SITE NO.:	####
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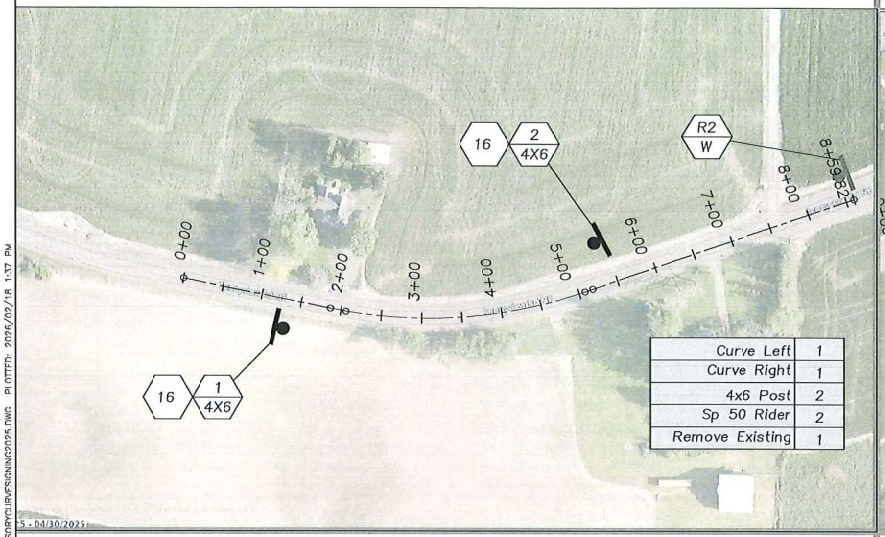
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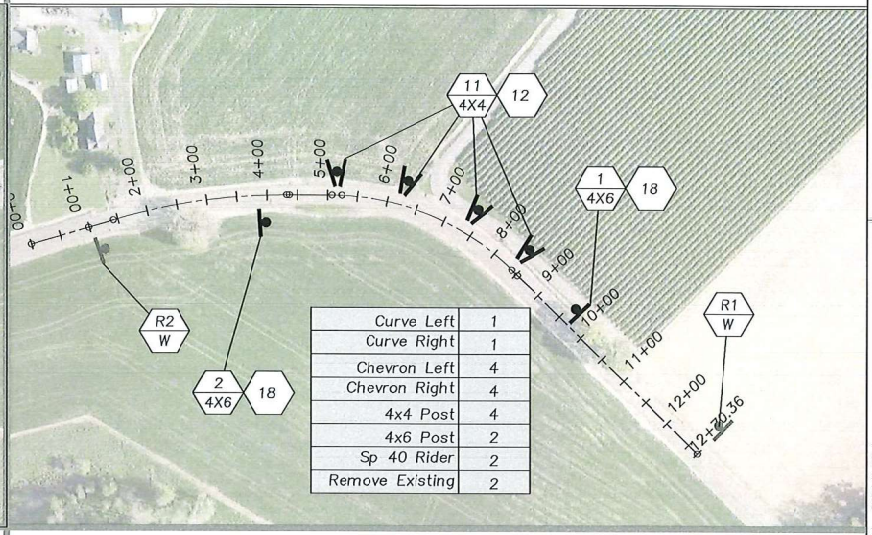
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44_1.28



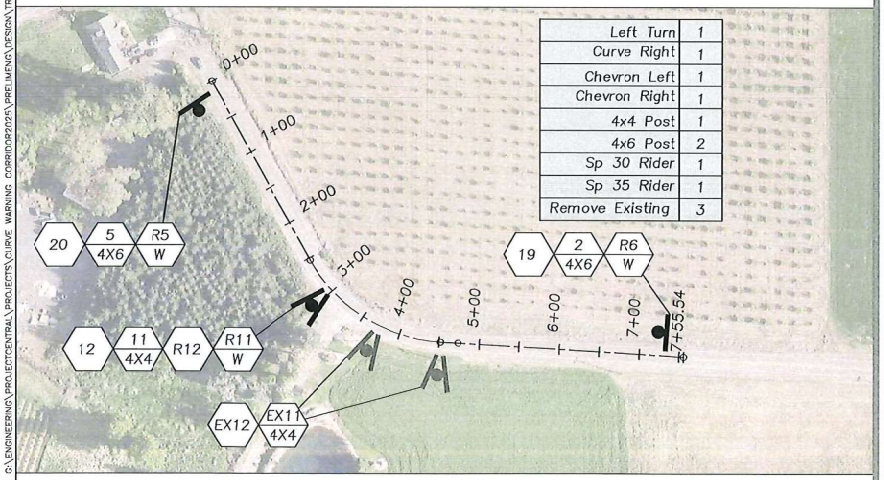
Curve Left	1
Curve Right	1
4x5 Post	2
Sp 50 Rider	2
Remove Existing	1

44_1.50



Curve Left	1
Curve Right	1
Chevron Left	4
Chevron Right	4
4x4 Post	4
4x6 Post	2
Sp 40 Rider	2
Remove Existing	2

44_2.26



Left Turn	1
Curve Right	1
Chevron Left	1
Chevron Right	1
4x4 Post	1
4x6 Post	2
Sp 30 Rider	1
Sp 35 Rider	1
Remove Existing	3

44_3.06



Remove Existing Speed Rider BY OTHERS	2

FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

REGISTERED PROFESSIONAL ENGINEER
99,415
OREGON
MARCH 8, 2021
CARL K. LUND
EXPIRES 12-31-2026

MARION COUNTY
DEPARTMENT OF PUBLIC WORKS

ADVISORY CURVE SIGNING AT VARIOUS LOCATONS

PROJECT NO.:	106488
ONEOFFICE NO.:	2025-xxx
FED. PROJ. NO.:	####
KEY NO.:	####
SITE NO.:	####
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VERT. DATUM:	NAVD88
DESIGNED BY:	ERIC ANDERSON
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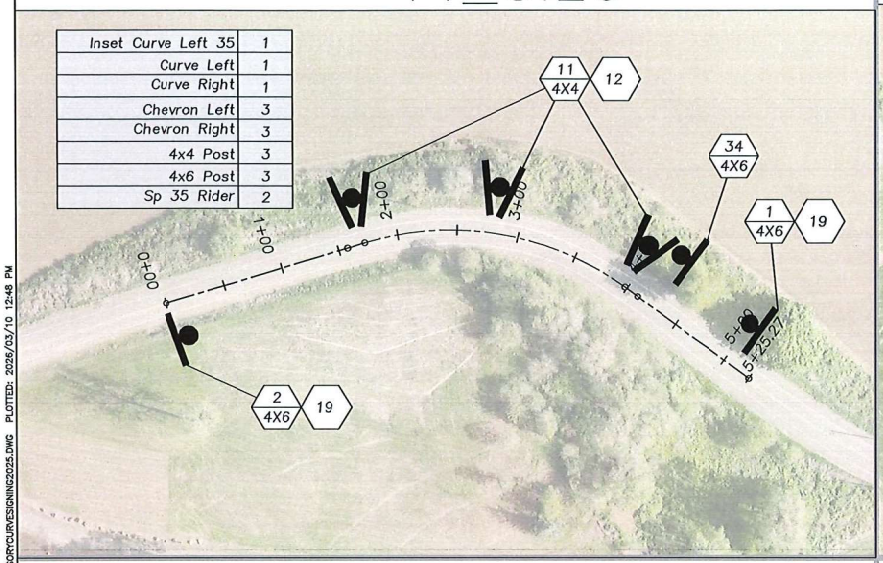
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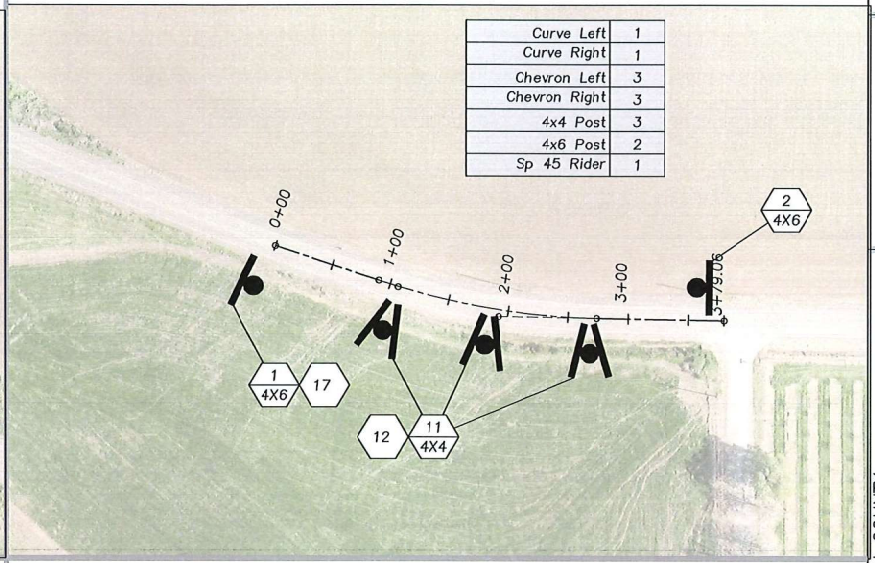
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Inset Curve Left 35	1
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Curve Right	1
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Chevron Right	3
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4x6 Post	3
Sp 35 Rider	2



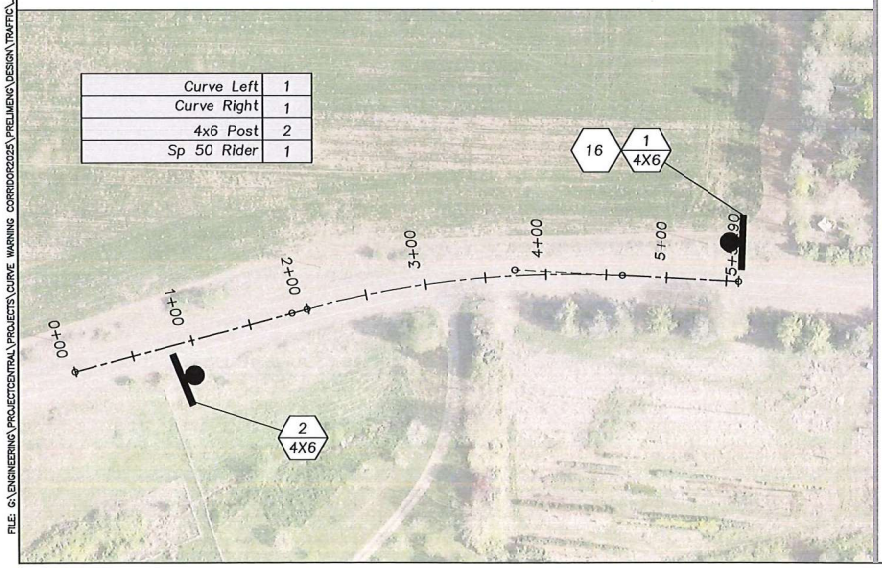
44_3.40

Curve Left	1
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Chevron Right	3
4x4 Post	3
4x6 Post	2
Sp 45 Rider	1



44_4.12

Curve Left	1
Curve Right	1
4x6 Post	2
Sp 50 Rider	1



FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

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OREGON
MARCH 8, 2022
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MARION COUNTY

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DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	106488
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FED. PROJ. NO.:	####
KEY NO.:	####
SITE NO.:	####
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
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TITLE:

SUNNYVIEW RD

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MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 17, 2026

Department: Community and Economic Development

Title: Appointment of Jeffrey Simons to the Marion County Fair Board

Management Update/Work Session Date: June 9, 2026 **Audio/Visual aids** ☐

Time Required: 5 min. **Contact:** Brian Smith **Phone:** x5324

Requested Action:
Appoint Jeffrey Simons to the Marion County Fair Board

Issue, Description & Background:
There is currently one vacant position on the seven member Marion County Fair Board. This position has a term ending date of December 31, 2027. Jeffrey Simons is interested in filling that position. Jeffrey is very familiar with the fair having been a volunteer for several years, then recently being appointed as a key volunteer to the fair board.

With the 2026 Marion County Fair just around the corner, at their June 3, 2026 monthly meeting, the Marion County Fair Board voted to approve recommending the appointment of Jeffrey Simons to the Marion County Fair Board. With all of the board positions filled, there will be many hands to help produce the fair. This recommendation was brought before the Board of Commissioners at their June 9, 2026 Management Update.

Financial Impacts:
A $50,000 bond is established per board member. These funds come from the fair board budget.

Impacts to Department & External Agencies:
None

List of attachments:
Simon's volunteer application, appointment board order, fair board roster

Presenter:
Chip Bury

Department Head Signature:
Kelli Weese

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Advisory Board Application

Applicant's Name: **Jeffrey Simons**
Adv. Board: **Fair Board**
City of Residence: **Salem** Zip Code: **97305** Application Rcd: **May 18, 2026**
Occupation: **Retired**
Has this applicant volunteered for Marion County: **Yes. Currently serves as an appointed Key Volunteer to the Fair Board. Previous Fair event volunteer and Dog Services volunteer.**

The reason I am applying:
Having served as a fair volunteer these last 5 years and again most recently as a Key Volunteer, I look forward to serving my community as a member of the Marion County Fair Board.

More about my personal and professional interests:
Having served as a Key Volunteer these last several months, I have gained insight as to what makes the fair work. I am looking forward to continuing working with my counter parts to enhance the fair and make it as successful as it can be by utilizing my knowledge and skills.

Tell us more about your community involvement:
I have volunteered in the past at the Marion County Dog shelter.

Previous board service at Marion County:
YES, I have served on the Marion County Fair Board as a Key Volunteer

Qualifications and Skills:
I hold a degree in Hospitality Management (Hotels and Restaurants). I have also worked in many similar fair type environments lending hand in various areas of operations.

More about yourself and why you are applying:
I feel it is important to give back into the community in which you live. As I am retired, I have the time to do this.

References: **Jake Wadleigh, personal reference**
Sashi Kumar, personal reference

Signature

Agreement Statement:
I give my permission for the named references to be contacted, either verbally or in writing. All the information on this application is true to the best of my knowledge and I understand I am applying for a volunteer position with Marion County.

I understand that appointed members of a Marion County advisory board, commission, committee, or council are considered public officials under Oregon law. Marion County will provide orientation and more information upon appointment.

☑ I Agree *

2026 Fair Board Member Roster

CAPACITY	ORIGINAL APPOINTMENT DATE	TERM EXPIRES
Member		
Joseph Billington	2/19/2025 (Filling Prior Member's position)	12/31/2028
Brandi Crandall	1/18/2024	12/31/2026
Open Position		12/31/2027
Greg Martin	1/18/2024	12/31/2028
Amy Goulter Allen	4/5/2023	12/31/2027
Shannon Gubbels	1/30/2002	12/31/2027
Pam Zielinski	12/21/2005	12/31/2026
Key Volunteer		
Jeff Simons	3/4/26	12/31/29

Updated: 05/26

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the Matter of Appointment)
to the Marion County Fair Board)

ORDER No. _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on June 17, 2026 to consider the appointment of Jeffrey Simons to the Marion County Fair Board.

IT APPEARING to the Board that it has authority pursuant to ORS 565.210 to appoint members to the county fair board; that each member of the county fair board must furnish Marion County with a performance bond pursuant to ORS. 565.210 (3); and that Jeffrey Simons is a resident of Marion County and is qualified and willing to serve on the Marion County Fair Board; now, therefore,

IT IS ORDERED that Jeffrey Simons be appointed as a member of the Marion County Fair Board with a term ending December 31, 2027 effective immediately to serve at the pleasure of the Marion County Board of Commissioners.

IT IS FURTHER ORDERED that Jeffrey Simons shall file with the Marion County Clerk, a good and sufficient bond in favor of Marion County, conditioned upon the faithful performance of the duties of the office of member of the Marion County Fair Board in the sum of $50,000 for the 2026-2027 fiscal years.

DATED at Salem, Oregon, this ____ day of June 2026.

MARION COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
Commissioner

_____
Commissioner

ori: Clerk
cc: CS
Vol. Coord
Appointees

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 17, 2026

Department: Public Works

Title: Consider adoption of an administrative ordinance granting Zone Change/Subdivision 26-002/Antonio Diaz

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

Time Required: 5 min **Contact:** Gillian Peden **Phone:** 503-566-4165

Requested Action:

Staff recommended motion: Approve the administrative ordinance approving Zone Change/Subdivision 26-006/Antonio Diaz.
Other motion options for consideration are:
1. Direct staff to make changes and approve a modified ordinance.
2. Not approve the ordinance.

Issue, Description & Background:

The Marion County Hearings Officer held a duly noticed hearing on the application on April 23, 2026 and issued a decision on May 5, 2026 approving Zone Change/Subdivision 26-002. The Board received the decision and held the application for the mandatory appeal period; no appeals were received. The ordinance and findings have been prepared and notice of adoption was given on June 10, 2026. The administrative ordinance is now set for formal adoption. The zone is changing from Urban Development to Multi-Family and will match the underlying existing Multiple Family Residential plan designation. Unless there is an appeal, the zoning code provides that the board does not have to hold a hearing on this request because it is for a zone change only; the underlying comprehensive plan designation of Multiple Family Residential is not changing.

Financial Impacts:

None

Impacts to Department & External Agencies:

None

List of attachments: Ordinance

Presenter: Gillian Peden

Department Head Signature:

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the Matter of the	)	Case No. 26-002
Application of:	)	**ZONE CHANGE / SUBDIVISION**
Antonio Diaz	)	

AN ADMINISTRATIVE ORDINANCE

ORDINANCE NO. ____

THE MARION COUNTY BOARD OF COMMISSIONERS HEREBY ORDAINS AS FOLLOWS:

SECTION I. Purpose

This matter comes before the Marion County Board of Commissioners ("Board") on the application of Antonio Diaz for a zone change to change the zone from UD (Urban Development) to RM (Multi-Family Residential) and to subdivide a 0.64-acre parcel into 4 lots located at 3200 Hollywood Dr NE, Salem (T7S; R2W; Section 18AB; Tax lot 1100).

SECTION II. Procedural History

The Marion County Hearings Officer held a duly noticed public hearing on April 23, 2026, and on May 5, 2026, issued a decision to approve the application. Official notice was taken of the Planning Division file and the Hearings Officer's decision. The Board has considered all the evidence in the record, all arguments of the parties and is otherwise fully advised on the premises.

SECTION III. Adoption of Findings and Conclusion

After careful consideration of all facts and evidence in the record, the Board adopts as its own the Findings of Fact and Additional Findings of Fact and Conclusions of Law contained in Section V and VI of the Hearings Officer's decision dated May 5, 2026 contained in Exhibit A, attached hereto, and by this reference incorporated herein.

SECTION IV. Action

The requested zone change from UD (Urban Development) to RM (Multi-Family Residential) and to subdivide a 0.64-acre parcel into four lots parcel is hereby GRANTED, subject to conditions identified in Exhibit A, attached hereto, and by this reference incorporated herein.

The property rezoned by this Ordinance is identified on a map in Exhibit B, attached hereto and by this reference incorporated herein. The Official Marion County Zoning Map shall be changed pursuant to Marion County Code Section 16.01.040 to reflect the new zoning subject to conditions identified in Exhibit A, attached hereto, and by this reference incorporated herein.

SECTION V. Effective Date

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

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

MARION COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
Commissioner

_____
Commissioner

_____
Recording Secretary

JUDICIAL NOTICE

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

Exhibit A

BEFORE THE MARION COUNTY HEARINGS OFFICER

In the Matter of the Application of	)	Case No. 26-002
	)	
ANTONIO DIAZ	)	**ZONE CHANGE / SUBDIVISION**

ORDER

I. Nature of the Application

This matter came before the Marion County Hearings Officer on the Application of Antonio Diaz for a zone change to change the zone for UD (Urban Development) to RM (Multi-Family Residential) and to subdivide a .64 acre parcel into 4 lots located at 3200 Hollywood Drive NE, Salem.

II. Relevant Criteria

The standards and criteria relevant to this application are found in the Marion County Code Chapter 16, especially MCC 16.39 (Zone Changes); MCC 16.33 (Subdivision and Partition Requirements); MCC 16.04 (Multiple-Family-Residential); and the Salem Area Comprehensive Plan, including Housing Goals and Policies and Land Use and Urbanization Goals and Policies.

III. Public Hearing

A public hearing was held on this matter on April 23, 2026. The Planning Division file was made part of the record. The following persons appeared and provided testimony on the application:

1.	Gillian Peden	Marion County Planning Division
2.	Shea Romero	Representative for Applicant

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

IV. Executive Summary

Applicant Antonio Diaz owns the property located at 3200 Hollywood Drive NE and seeks to change the zone from UD (Urban Development) to RM (Multi-Family Residential) and subdivide the .64 acre parcel into 4 lots. The property currently has a single-family residence that has recently been remodeled. Applicant proposes to divide the remainder of the property into three additional lots. The surrounding properties are developed with single-family and multi-family residences and a public storage facility.

The property is within the Salem Urban Growth Boundary, and is located in an area served by City of Same water, sewer, and transportation infrastructure. The proposed zone change aligns with the Salem Area Comprehensive Plan land use designation for Multi-Family Residential.

Applicant meets the burden of proving the applicable standards and criteria for approval of the zone change from UD (Urban Development) to RM (Multi-Family Residential) and to subdivide a .64 acre parcel into 4 lots. The hearings officer approves the application for zone change and subdivision subject to conditions necessary for the public health, safety and welfare., including the engineering recommendations of Marion County Department of Public Works (DPW) Land Development Engineering and Permits (LDEP).

VI. Findings of Fact

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

1. The subject property consists of one parcel totaling 0.64 acres that is in the Salem Urban Growth Boundary (UGB) and is designated Multiple Family Residential in the Salem Area Comprehensive Plan (SACP). The parcel is currently zoned UD (Urban Development).

2. The property is located on the east side of a public road, Hollywood Dr NE, and on the north side of public road a, Leafwood Ave NE. The property contains one single family dwelling facing Hollywood Dr NE and has one accessory building. There is a fence separating the house from the accessory structure and the open area of vacant land.

3. Surrounding properties in all directions are within the Salem UGB but are still in the jurisdiction of Marion County. Properties to the south and west are zoned Single-Family Residential (RS) and are developed with single-family dwellings. The parcel immediately north and one parcel to the west are zoned Urban Development (UD) and are developed with single family homes. The parcel immediately east is zoned Commercial General- Limited Use (CG-LU) and is used as a self-storage facility. Two parcels north is a large apartment complex that is zoned RM and contains one story apartment units. Other notable uses in the area include various commercial businesses along Silverton Rd NE.

4. Applicant proposes to change the zoning of the parcels from UD to RM with the intention to develop multi-family housing in the form of duplexes on the property.

5. Various agencies were contacted about the proposal and given an opportunity to comment. The following comments were received:

   City of Salem Planning Department commented:

   Zoning: The proposed zone change meets Salem's Comprehensive Plan Designation.

   Lot Standards: If at such a time the properties were annexed into the City, the zoning designation of the properties would be either RM-I (Multiple Family-I), RM-II (Multiple Family-II), or RM-III (Multiple Family Residential-III), and the following lot standards would be

applicable. If the proposal does not conform to these standards, the site would be considered non-conforming at time of annexation:

- Per Table 513-2 in SRC 513.010(b), the following lot standards are applicable to the RM-I (Multiple Family-I) zone:
  Minimum lot area: 4,000 square feet for single family use
  Minimum lot width: 40 feet for single family use
  Minimum lot depth: 70 feet for single family use
  Minimum street frontage: 40 feet for single family use
  Per Table 513-3 in SRC 513.010(c), for single family uses the minimum dwelling unit density is 8 dwelling units per acre, and the maximum is 14 dwelling units per acre.

- Per Table 514-2 in SRC 514.010(b), the following lot standards are applicable to the RM-II (Multiple Family-II) zone:
  Minimum lot area: 6,000 square feet for single family use
  Minimum lot width: 40 feet for single family use
  Minimum lot depth: 70 feet for single family use
  Minimum street frontage: 40 feet for single family use
  Per Table 514-3 in SRC 514.010(c), for single family uses the minimum dwelling unit density is 15 dwelling units per acre, and the maximum is 31 dwelling units per acre.

- Per Table 515-2 in SRC 515.010(b), the following lot standards are applicable to the RM-III (Multiple Family-III) zone:
  No minimum lot area, lot width, or lot depth requirement for single family uses.
  Minimum street frontage: 40 feet for single family use
  Per Table 515-3 in SRC 515.010(c), for single family uses the minimum dwelling unit density is 28 dwelling units per acre, and the maximum is 44 dwelling units per acre.

City of Salem Community Planning and Development Department commented that the proposed development will be connected to the city's public water and sewer services.

Marion County Fire Department No. 1 commented on the case and full comments can be found in the case file.

Marion County Building Inspection commented: "No Building Inspection concerns. Permit(s) are required to be obtained prior to the development of duplex's, other structures, and/or utilities installation on private property."

Marion County Surveyor's Office commented:

1. Subdivision name must be approved per ORS 92.090.

2. Must be surveyed and platted per ORS 92.050.

3. Subdivision plat must be submitted for review.

4. Checking fee and recording fees required.

5. Per ORS 92.065 - Remaining monumentation bond may be required if some of the plat monuments have not been set and/or the installation of street and utility improvements has not been completed, or other conditions or circumstances cause the delay (or resetting) of monumentation.

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

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

ENGINEERING CONDITIONS

Condition A – Prior to plat approval construct utility service extensions serving each of the developable lots facing Leafwood Avenue, and a 5-foot wide sidewalk along the proposed west lot Leafwood Avenue frontage, including east termination ADA ramp.

Condition B – On the subdivision plat dedicate a Leafwood Avenue 25-foot Right-of-Way (R/W) half-width including any necessary additional R/W to accommodate a sidewalk transition extending from the existing corner pedestrian ramp and around the backside of the existing utility pole.

Condition C – Prior to plat approval, submit civil engineering plans for the development to include Leafwood Avenue facing vehicle driveway access, pedestrian frontage improvements, stormwater management facilities, utility service extensions and erosion control.

Condition D –Prior to plat approval design, permit and construct a stormwater management system serving each of the developable lots to include detention and Water Quality Treatment (WQT), and, record a stormwater Operations & Maintenance (O&M) Agreement for same. In the alternative, individual lot systems such as raingardens sized based upon county prescriptive parameters may be constructed prior to issuance of a Certificate of Occupancy on the developable lots. For the latter scenario, a template design must be submitted.

ENGINEERING REQUIREMENTS

E. At the time of application for building permits, an Access Permit will be required for the proposed driveway aprons. Individual lot Leafwood Avenue curbline sidewalk segments will also be required.

F. Show any necessary drainage easements on the subdivision plat.

G. Transportation System Development and Parks charges will be assessed upon application for building permits.

H. Installation of dry utility extensions in the public R/W generally requires a separate permit for each service through PW Engineering.

I. A county erosion permit is required for physical development of the lots.

ENGINEERING ADVISORY

J. Potable water and sanitary sewer service is provided by City of Salem.

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

VII. Additional Findings of Fact and Conclusion of Law

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

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

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

ZONE CHANGE

2. Pursuant to MCC 16.36.070, applications shall include the signature of all owners of the subject property. The application was signed by Antonio Diaz, the owner of the property. Applicant should be prepared to provide a deed establishing such ownership if requested.

3. Pursuant to MCC 16.39.010, the hearings officer is authorized to make the initial decision on zone change applications.

4. Pursuant to MCC 16.39.040, a hearings officer's decision to approve a zone change does not become final until the Board of Commissioners adopts an ordinance implementing the decision.

5. Under Marion County Code (MCC) 16.39.050, approval of a zone change shall include findings that the change meets the following criteria:

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

The proposed zone of RM (Multi-family Residential) is consistent with the underlying City of Salem Comprehensive Plan designation which is also Multi-family Residential. The intent of the proposed RM zone is to provide medium to high density housing which is consistent with the description of the Salem multi-family residential section of the City's comprehensive plan. While the proposed new zoning fits the description of the underlying comprehensive plan, there are goals and policies within the comprehensive plan which must be met in order for the proposal to fully meet the criteria under MCC 16.39.050(A). These goals and policies are addressed further below.

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

The site is served by city water and sewer service. All other needed public facilities and services are in place or will be made available to support the proposed use. The proposal meets this criterion.

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

The RM (Multiple Family Residential) zone purpose statement listed under MCC 16.04.000 states: *"The RM (multiple-family residential) zone is primarily intended to provide for multiple-family dwellings on a lot, or attached dwellings on separate lots, at residential densities greater than permitted in the RL zone. Other uses compatible with residential development are also appropriate. RM zones are located in areas designated as multiple-family residential or an equivalent designation in the applicable urban area comprehensive plan and are provided with urban services. They are suited to locations near commercial office and retail zones and along collector and arterial streets."* Applicant submitted a concept plan as part of the site plan for the application. The concept plan indicates the intended use is consistent with the proposed zone. The proposal meets this criterion.

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

The limited multiple-family residential (RL) zone is the most restrictive zone consistent with the Multi-Family Residential Comprehensive Plan designation. The RL zone is intended to provide for detached and attached dwellings on a lot or multiple dwellings on a lot at an intermediate density. RL zones are located in areas designated multiple-family residential or equivalent designation. The proposed RM zone allows the same types of uses as the RL zone but at a higher density. The subject property is near other properties in the RM zone. The property directly north is zoned UD but has the underlying Multi-Family Residential comprehensive plan designation. The UD zone does allow for lower densities, however development standards in the RM zone are intended to provide buffering from any adjacent lower residential density zones. The proposal meets this criterion.

6. The existing Plan designation in the Salem Area Comprehensive Plan is Multi-Family Residential, and this Plan designation provides for the application of the RM zone proposed by the Applicant. The applicable policies are as follows:

Housing Goals and Policies

H 1.1 Housing types: A variety of housing types shall be allowed and encouraged throughout the Salem Urban Area, including single-family homes, accessory dwelling units, manufactured homes, townhouses, middle housing, and multifamily housing. (SUA)

H 1.2 Innovation: The development of new and innovative housing types and designs such as cottage clusters, cohousing, and multigenerational housing should be encouraged in the Salem Urban Area to diversify the housing stock and meet different housing needs.

H 1.3 Accessibility and aging in place: The development of affordable and low-income accessible housing, including homes with universal design features, should be encouraged to meet the needs of older adults and people with mental and physical disabilities, particularly in areas near services and transit.

H 1.4 Adaptability: Flexibility shall be provided in regulations to allow existing homes to convert to middle housing to adapt to changing housing needs in the future.

H 1.5 Housing diversity: New residential developments should be encouraged to incorporate a diversity of housing types and sizes to attract residents of varying income levels, lifestyles, and housing preferences.

H 1.6 Multi-dwelling ownership: Homeownership opportunities in multi-dwelling housing should be encouraged, including the creation of townhouses, condominiums, and cooperatives.

H 1.7 Specialized housing: The development of specialized housing for the area's elderly, disabled, students, and other groups with special housing needs should be encouraged.

H 1.8 Fair housing: Regulatory barriers to housing choices for people in protected classes shall be removed, and the City should coordinate with other agencies and organizations to support programs that aim to affirmatively further fair housing

Applicant proposes a change in zone to RM to construct three duplexes for a total of 7 units on the subject property. There are a variety of different housing developments within the immediate area of the subject property, including traditional single-family dwellings and 1 and 2-story apartments. The duplex configuration model shown in the proposed site plan would add to the variety of housing types in the area and stand out from other nearby development models. Additionally, the proposal has potential to be implemented in ways that allow multi-dwelling ownership through condominium or townhouse style ownership. Finally, the location is within an identified transit corridor, and therefore public transportation services are available in the area. The proposal meets the City of Salem Housing Goals and Policies.

Land Use and Urbanization Goals and Policies

L 1.1 Growth management program: The City shall maintain and facilitate an urban growth management program that guides the conversion of urbanizable land to urban uses, provides for the orderly and economically efficient extension of public services and facilities to that land, and takes into consideration the need for an adequate supply of land to meet future development requirements.

L 1.2 Land sufficiency: The City shall periodically update inventories and analyses related to housing and economic development – including the Salem Housing Needs Analysis, Economic Opportunities Analysis, and Buildable Lands Inventory – to ensure the Salem area has the amount and type of land needed to accommodate population and employment projections.

L 1.3 UGB is urbanizable: The City shall consider urbanizable areas within the urban growth boundary as available for annexation and urban development.

L 1.4 Urban growth boundary expansion: If the Urban Growth Boundary for the Salem Urban Area is expanded to include additional land for residential development, the City shall give first priority to lands that have been removed from the 1982 boundary.

L 1.5 Annexation coordination: The City shall coordinate with Marion and Polk Counties to encourage the orderly annexation to the City of Salem of the land within the Salem urban area.

L 1.6 Annexation legislation: Legislation that removes barriers to annexing land within the Salem urban area to the City of Salem in an orderly fashion should be supported.65 Land Use and Urbanization

L 1.7 Extension of services: The City shall prohibit the extension of sewer or water service to any land for development outside city limits or County service districts. Such areas must be annexed to the City to receive those services except as may be agreed by the City and appropriate County. (SUA)

L 1.8 Septic systems: The City is the appropriate provider of sewer facilities for land within the UGB. In order to ensure the efficient development of land within the UGB and ability to redevelop land at urban densities, septic systems should be limited to situations where sewer is not physically or legally available. Approval of septic systems shall be based on verification of septic suitability by the County Sanitarian. (SUA)

Inside City Limits
Property within the City limits shall be connected to City services. Septic systems are allowed inside City limits for low density residential uses subject to standards that assure adequate opportunities for future development at urban densities subject to non-remonstrance agreements and State and Federal requirements. Existing septic systems can be maintained and repaired.

Outside City Limits
Unless a different standard has been mutually concurred upon by the City and relevant County, unincorporated property that is contiguous to City limits shall not be approved for septic systems unless city sewer service is physically unavailable. City services shall be extended to contiguous properties upon annexation of the property.

Unincorporated, non-contiguous property may have new septic systems and may repair existing septic systems. Approval of septic systems should include consideration of adequate opportunities for future development at urban densities such as future rights of way, access points, and easements.

L 1.9 Service districts: No new service districts shall be created within the Salem urban area to provide fire protection, sewer or water service. (SUA)

L 1.10 Infill: Development of vacant and underutilized land with existing urban services should be encouraged before converting urbanizable lands to urban uses and extending services beyond presently served areas.

L 1.11 Services: The City shall provide levels of services to city residents consistent with community needs as determined by the City Council, within the financial capability of the City, and subject to relevant legal constraints on revenues and their applications.

L 1.12 Sizing facility extensions: The City shall ensure that the extension of sewer, water, storm drainage, and transportation facilities within the Salem urban area conforms with the adopted growth management program. Public water and sewer facilities shall be sized and constructed appropriately to serve the areas within the urban growth boundary.

L 1.13 Facility responsibility: Where development creates a demand for new or expanded facilities and services, new development should bear a share of the costs of new or expanded facilities and services.66 Land Use and Urbanization

L 1.14 Compatibility of improvements: Within the Salem urban area, the City shall coordinate with Marion and Polk Counties to ensure their improvement and construction standards are compatible with the City of Salem improvement and construction standards for street, sewer, densities cited in the Public Facilities Plan.

Applicant proposes to change the zoning on the subject property from UD to RM to allow for more intensive urban development than is allowed by the current zone. The property is within the UGB of the City of Salem and currently contains one single family dwelling. Infill development on properties with open space within the UGB of Salem is prioritized over expanding the growth boundary to encompass new areas, so the proposal is consistent with the Land Use and Urbanization goals related to areas of focus for development. The City of Salem commented that the property is located within the East Salem Sewer Service District and Jan Ree Water Service District and that the City will provide services to the site. This addresses the goals related to extending and providing urban services.

The proposal meets the Land Use and Urbanization Goals and Policies. The proposal meets the required goals and policies, and therefore fully meets the criterion of MCC 16.39.050(A).

SUBDIVISION

7. The standards and criteria for subdivisions and partitions are stated in Marion County Code Chapter 16.33. Under MCC 16.33.040, when considering a subdivision, the hearings officer shall consider whether or not it is in accordance with the adopted ordinances, comprehensive plans, and land development policies of Marion County.

8. The standards for roads, streets, and easements are listed in MCC16.33.160 through MCC 16.33.340 and include:

> *16.33.160 ENGINEERING STANDARDS AND REQUIREMENTS. Engineering standards and requirements, including but not limited to streets, drainage, access, easements, and thoroughfare improvements, shall be those currently approved by the Marion County department of public works.*

Based on compliance with Engineering Requirements and Conditions, the proposal can be conditioned to satisfy the standards.

> *16.33.180 DEEDING OF RIGHT-OF-WAY ROADWAY. No person shall dedicate for public use, or deed to Marion County, a parcel of land which is used or proposed to be used as access without first obtaining the approval of the board or its designee and delivering the deed to the board for its endorsement. No dedication is effective unless the property is accepted by the Board or its designee and recorded with the Marion County clerk's office.*

Public Works Land Development, Engineering, and Permits (LDEP) requires that 25-feet of right-of-way must be dedicated on Leafwood Ave. Compliance with the requirement will satisfy this criterion.

> *16.33.190 CONNECTIVITY. Applicants submitting preliminary development plans shall provide for local streets oriented to or connecting with existing or planned streets, existing or planned schools, parks, shopping areas, transit stops, and employment centers located within one-half mile of the development. Applicants shall also provide for extension of local streets to adjoining major undeveloped properties and eventual connection with the existing street system. Connections to existing or planned streets and undeveloped properties along the border of the parcel shall be provided at no greater than 600-foot intervals unless the planning director, or designee, determines that one or more of the following conditions exist:*
>
> *A. Physical or topographic conditions make a street or accessway connection impractical. Such conditions include, but are not limited to, freeways, railroads, steep slopes, wetlands or other bodes of water where a connection could not reasonably be provided; or*
>
> *B. Buildings or other existing development on adjacent lands physically preclude a connection now or in the future considering the potential for redevelopment.*

No new streets are proposed as part of this application. Proposed properties will maintain frontage on either Hollywood Dr NE or Leafwood Ave NE, which are existing public right of ways.

> *16.33.200 DEAD-END STREETS. When it appears necessary to continue streets to an adjacent acreage, the streets shall be platted to the boundary or property line of the proposed subdivision without a turnaround. In all other cases, dead-end streets shall have a turnaround with a configuration approved by the Marion County department of public works.*

No dead end streets are proposed as part of this application.

> *16.33.220 RADIUS AT STREET INTERSECTIONS. The property line radius at street intersections shall be to Marion County department of public works' standards.*

Based on compliance with Engineering Requirements and Conditions, the proposal can be conditioned to satisfy these standards.

> *16.33.240 STREET GRADES. No street grade shall be in excess of 12 percent unless the commission or hearings officer finds that, because of topographic conditions, a steeper grade is necessary. The commission or hearings officer shall require a written statement from the director of public works indicating approval of any street grade that exceeds 12 percent.*

No new streets are proposed. This criterion does not apply.

> *16.33.260 DEDICATION OF RIGHT-OF-WAY. If land to be subdivided or partitioned will cause the termination of a right-of-way of less than standard width, the applicant shall dedicate sufficient land to provide for a cul-de-sac or to increase the half (or halves) of right-of-way bordering the subject parcel to one-half of the standard width. Unless otherwise specified for an individual street in this title, standard right-of-way widths are subject to the standards of the Marion County department of public works.*

Public Works Land Development, Engineering, and Permits (LDEP) is requiring that 25-feet of right-of-way must be dedicated on Leafwood Ave, therefore this criterion is met.

> *16.33.280 ADDITIONAL RIGHT-OF-WAY WIDTHS. Where topographical requirements necessitate either cuts or fills for the proper grading of the streets, additional right-of-way or slope easement may be required to accommodate the cut and fill.*

There are no topographical requirements indicated by LDEP.

> *16.33.290 PERFORMANCE STANDARDS. Whenever adequate assurances of performance are required as a condition of approval of any subdivision under this title, the applicant shall provide one of the following:*
>
> *A. A surety bond executed by a surety company authorized to transact business in the state of Oregon, in an amount equal to 100 percent of the construction cost of the required improvements, as verified by the county.*
>
> *B. A verified deposit with a responsible escrow agent or trust company of cash or negotiable bonds in an amount equal to 100 percent of the construction costs of the required improvements, together with an agreement that the deposit may be disbursed only upon county approval. The agreement shall include a provision that the county shall allow release of the deposit in such amounts and at such times as a corresponding proportion of the required improvements are completed to the satisfaction of the county engineer following an inspection by the county engineer or the engineer's authorized representative.*

C. An irrevocable letter of credit from one or more financial or lending institutions pledging that funds equal to 100 percent of the construction cost of all required improvements are available to the applicant and are guaranteed for payment for the improvements.

Regardless of the option chosen above, no building permits for any structures within the subdivision will be issued until all improvements have been completed by the applicant. Or, in the event the applicant fails to complete all improvements, the county may estimate the cost of completing any required improvement, call on the bond or deposit for the funds necessary to complete the improvement, and complete the improvement to the extent of the funds obtained upon call of the bond or deposit. If the amount obtained from the bond or deposit is insufficient to complete the improvement, the county may either hold the collected funds until additional funds are authorized for the improvement or expend the collected funds on a revised improvement or on a portion of the improvement as determined reasonable by the director of public works. Following final inspection, if the improvement is complete and the amount of the bond or deposit exceeds the actual cost to the county of completing the improvement, the remainder shall be released.

D. Maintenance Bonds. The applicant shall provide a maintenance bond in a form approved by the office of county legal counsel equal to 40 percent of the construction cost of all required improvements. The applicant shall provide the bond within 30 days after final review of the required improvements. The bond shall remain in effect for one year after the completion of construction of all required improvements. The purpose of the bond is to guarantee applicant's obligation to maintain all required improvements for a period of one year after completion of construction of all required improvements. After the expiration of the one-year period, any remaining balance on the bond shall be released. The bond shall include a provision stating that, in the event the county must take legal action to recover on this bond, and it prevails at trial or on appeal, the county shall be entitled to recover its reasonable attorneys' fees and its costs and disbursements. Nonpayment of the bond will not invalidate applicant's obligations under the bond.

LDEP has not identified the need for a bond for assurances with respect to improvements. The criterion does not apply to this proposal.

16.33.300 UTILITY EASEMENTS. Utility easements meeting the approval to the standards of the affected utilities shall be provided to all newly created lots.

The decision can be conditioned to satisfy this standard. Utility easements must be shown on the final plat and will be reviewed by Planning and LDEP. The criterion can be met.

16.33.320 STREET OR ROAD IMPROVEMENTS. All street or road improvements including pavement, curbs, sidewalks, signage, and surface drainage shall be in accordance with the specifications and standards prescribed by the director of public works. Subdivision plats shall not have final approval until such time as the director of

public works, or his/her designee, is satisfied that the street improvements will be completed in accordance with the specifications and standards set forth by the Marion County department of public works.

No building permits within a subdivision or partition shall be issued until the Director of public works, or his/her designee, approves that the improvements have been completed or, sufficient improvement agreements and financial guarantees have been recorded.

The criterion can be satisfied as conditioned.

16.33.340 PRIVATE STREETS. In the event the subdivider or developer elects to provide private streets or thoroughfares, they shall be maintained by the homeowners' association and a maintenance agreement shall be submitted to Marion County for review and approval prior to recording the final plat.

No private streets are proposed; this criterion does not apply.

9. The standards for blocks and lots are listed in Marion County Code Chapter 16.33.360 through 16.33.340 and include:

16.33.360 SUBDIVISION. Block lengths and widths shall be determined after considering the following factors:

A. The distance and alignment of existing blocks and streets adjacent to or in the general vicinity of a proposed subdivision;

B. Topography;

C. Lot size; and

D. Need for and direction of the flow of through and local traffic. Blocks shall not exceed 600 feet between street or road right-of-way lines unless the adjacent layout or special conditions justify greater length. Except where topographical or other physical features require otherwise, block widths shall not be less than 120 feet or greater than 400 feet.

16.33.380 MIDBLOCK PEDESTRIAN ACCESS. Where topographic or other conditions make necessary a block of unusual length, the commission may require midblock pedestrian walks with a right-of-way at least 10 feet in width which shall be hard surfaced through the block, and extending from street curb to street curb.

There are no blocks being created in this subdivision request.

16.33.400 LOT SIZE. All lots approved under this chapter shall have sufficient area to be consistent with the intent of the Comprehensive Plan and to provide adequate area for the intended structures and uses, all setbacks, access and spacing required for water

supply and waste water disposal. Lots to be served by public or privately owned sewage collection and disposal system must meet the requirements and have approval of the Oregon State Department of Environmental Quality before being recorded or sold. State regulations, soil types, drainage, terrain, and location may be included as part of the criteria used by the state or county in determining appropriate lot sizes for lots using subsurface disposal of sewage. Lot size and dimensions shall be as prescribed in the corresponding zone.

The RM zone contains a minimum property size of 6,000 square feet, a minimum lot width of 40 feet, and a depth of 70 feet. In this proposal, the lot with the existing dwelling will be approximately 9,900 square feet, and the new lots that will house the duplexes will be approximately 6,006 square feet. Applicant states that the resulting parcels having the dimensions of 57.20 feet by 105.0 feet, meeting the lot dimension requirements. In addition, the maximum density is no more than one dwelling unit per 1,500 square feet of lot area, which the proposal has met. The application and site plan provide show the development meeting the applicable lot sizes, dimensions, and density.

16.33.420 CURVED FRONT LOT LINES. When front lot lines are on a curve or arc, the front line distance shall be indicated on the final plat by bearing and chord distance.

No curved lot lines are proposed, but if they are, they shall be held to this standard.

16.33.440 LOT LINE. Side lot lines shall be as close to right angles to the front street line as practicable. Unless otherwise approved, rear lot lines shall be not less than one-half the width of the front lot lines.

Proposed lot lines are as close to right angles as possible. The criterion is met.

10. The standards for sewage, water, and utilities are listed in Marion County Code Chapter 16.33.460 through 16.33.560 of the Marion County Code (MCC) and include:

16.33.460 SEWAGE DISPOSAL. All lots or parcels shall be served by an authorized sewage disposal system. Subsurface sewage disposal for individual parcels shall meet the requirements of the Department of Environmental Quality (DEQ) and the Marion County building inspection division. Those subsurface sewage systems that are used by a community, sanitary district, industry, or incorporated area must be authorized by the Department of Environmental Quality (DEQ) via the Marion County building inspection division. Installation and maintenance shall be in accordance with the Department of Environmental Quality's regulations and requirements. The commission, director, or hearings officer may require connection to an existing sewage collection and treatment system regardless of lot suitability for subsurface disposal if the commission, director or hearings officer deems it necessary and provided the connection is available.

The lots in the subdivision will be served by the City of Salem sewage disposal system.

16.33.480 WATER SUPPLY. All lots or parcels shall be served by an authorized public or private water supply system.

A. Public or Private Systems. Public or private systems shall meet the requirements of the Oregon State Health Division with reference to chemical and bacteriological quality. In addition, such systems must meet the quantity, storage, and distribution system requirements of the State Health Division and the operator of the water system.

The proposed development will be served by the Jan Ree Water Service District. The criterion is met.

16.33.500 SEWER AND WATER LINES AND CONNECTIONS. All proposed sub divisions within established or proposed urbanizing areas of municipalities, service districts and other incorporated communities, where, upon concurrence from the municipality, district, or incorporated community that public sewer and water services are imminent, shall be developed with water and sewer lines that meet the specifications of the director of the Marion County department of public works.

The proposed development will be connected to the City of Salem's sewer district. The criterion is met.

16.33.520 UNDERGROUND UTILITIES. All permanent utility service to lots in a subdivision within an established urban growth boundary shall be provided from underground facilities and no overhead utility service to a subdivision shall be permitted. The subdivider shall be responsible for complying with the requirements of this section and shall:

A. Obtain a permit from the director of public works for the placement of all underground utilities.

The City of Salem provides water to the lots. The criterion is met.

B. Make all necessary arrangements with utility companies and other persons or corporations affected by the installation of such underground lines and facilities in accordance with the rules and regulations of the public utility commissioner of the State of Oregon.

Applicant agrees to the requirement and it will be a condition of approval. The criterion is met.

16.33.540 UNDERGROUND UTILITIES EASEMENTS. Underground easements for utilities and overhead utility facilities shall be provided by the subdivider and set forth on the final plat. Each easement shall be a minimum of 10 feet in width except on the perimeter of the subdivision where the minimum width shall be five feet, and when possible, such easement shall be centered on or bordering a lot line. The subdivider

shall provide five-foot utility easements on both sides of all road or street rights-of-way of 60 feet or less.

Applicant intends to comply with this standard and it will be reviewed with the subdivision plat.

16.33.560 STREET LIGHTING. Proposed subdivisions located within established street lighting district boundaries shall submit street lighting plans from the appropriate power company to the director of public works for approval. All provisions for wiring for underground installation shall be completed before the final street improvement is made.

No public streets are being created, this standard does not apply.

11. Access standards are listed in Marion County Code Chapter 16.33.680 and state:

All lots must have a minimum 20 feet of frontage on a public right-of-way or, when an access easement is proposed to serve one or more lots in any partitioning, the location and improvement of the roadway access shall conform to the following standards which are necessary for adequate access for emergency vehicles. Evidence that the access has been improved to these standards and a driveway permit has been obtained shall be provided prior to the issuance of building permits on the parcels served by the access easement. The easement shall meet the following standards:

A. Have a minimum easement width of 25 feet;
B. Have a maximum grade of 12 percent;
C. Be improved with a paved surface with a minimum width of 20 feet;
D. Provide adequate sight-distance at intersections with public roadways;
E. Be provided with a road name sign at the public roadway as identification for emergency vehicles in accordance with Chapter 11.55 MCC, Naming and Addressing Roads/Property.

All of the proposed lots have frontage on either Hollywood Dr NE or Leafwood Ave NE and will each have a driveway that is served by the street upon which the lot has frontage. Each lot exceeds 20 feet of frontage on a public right-of-way. No private access easement is being proposed.

12. Marion County Code Chapter 16.33.1020 addresses time limits for filing and recording a plat and states:

When the subdivider has expressed intent to develop a subdivision in phases or stages, the first phase of the final plat, or, if not to be developed in phases or stages, the completed final plat must be filed with the director by the first day of the 24th month following the date of detailed approval or said detailed approval shall be deemed null and void. The final plat shall be approved by public officials as required by law and recorded within 180 days following the date the plat is submitted to the director. Extensions to either time deadline may be approved by the director upon submittal of written justification prior to the expiration of the time limit.

If Applicant decides to develop the subdivision in phases, it must be expressed in writing prior to submitting the plat for the first phase. This requirement will be made a condition of approval.

13. Marion County Planning Staff recommends approval of the proposal and recommends that if the hearings officer grants the Applicant's application, certain conditions be applied as necessary for the public health, safety, and welfare.

VII. Decision

It is hereby found that Applicant has met the burden of proving the applicable standards and criteria for approval of zone change to change the zone for UD (Urban Development) to RM (Multi-Family Residential) and to subdivide a .64 acre parcel into 4 lots located at 3200 Hollywood Drive NE, Salem. Therefore, the Hearings Officer **GRANTS** the zone change and subdivision application, subject to the conditions set forth below. The conditions are necessary for the public health, safety and welfare.

1. Applicant shall obtain all permits required by the Marion County Building Inspection Division.

2. All future development on the property must satisfy the specific development standards in the RM zone, chapter 16.04 and the general development standards found in Chapter 16.27 of the Marion County Code.

3. Public Works Land Development, Engineering and Permits requests that the following conditions be applied:

   ENGINEERING CONDITIONS

   Condition A – Prior to plat approval construct utility service extensions serving each of the developable lots facing Leafwood Avenue, and, a 5-foot wide sidewalk along the proposed west lot Leafwood Avenue frontage, including east termination ADA ramp.

   Condition B – On the subdivision plat dedicate a Leafwood Avenue 25-foot Right-of-Way (R/W) half-width including any necessary additional R/W to accommodate a sidewalk transition extending from the existing corner pedestrian ramp and around the backside of the existing utility pole.

   Condition C – Prior to plat approval, submit civil engineering plans for the development to include Leafwood Avenue facing vehicle driveway access, pedestrian frontage improvements, stormwater management facilities, utility service extensions and erosion control.

   Condition D –Prior to plat approval design, permit and construct a stormwater management system serving each of the developable lots to include detention and Water Quality Treatment (WQT), and, record a stormwater Operations & Maintenance (O&M) Agreement for same. In the alternative, individual lot systems such as raingardens sized based upon county prescriptive

parameters may be constructed prior to issuance of a Certificate of Occupancy on the developable lots. For the latter scenario, a template design must be submitted.

VIII. Referral of Decision

This document is a referral to the Marion County Board of Commissioners. A hearings officer's decision to approve a zone change does not become final until the Board adopts an ordinance implementing the decision. Any aggrieved or affected person may file with the Marion County Clerk (555 Court Street NE, Salem, Oregon), a written request for a public hearing before the Board within fifteen (15) days of the date of mailing of this decision. The request must be accompanied by and will not be accepted without payment of a $500.00 fee. If the Board denies the appeal, $300 of the fee will be refunded. The Board has discretion whether to hold a public hearing. After fifteen (15) days, the Board may take final action on this application without conducting another public hearing.

DATED this 5th day of May, 2026.

Jill F. Foster
Marion County Hearings Officer

CERTIFICATE OF MAILING

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

Antonio Diaz
3200 Hollywood Drive NE
Salem, OR 97305

Shea Romero
425 Ewald Ave. SE
Salem, OR 97302

City: Salem *(via email)*
apanko@cityofsalem.net

Area Advisory Committee #1:
laurelhines@gmail.com
arkaye2@gmail.com

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

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

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

County Agencies Notified:

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

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

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

Fire District: *(via email)*
Salemfire@cityofsalem.net

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

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

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

School District: *(via email)*
Fridenmaker_david@salemkeiz.k12.or.us

Code Enforcement *(via email)*
CGoffin@co.marion.or.us

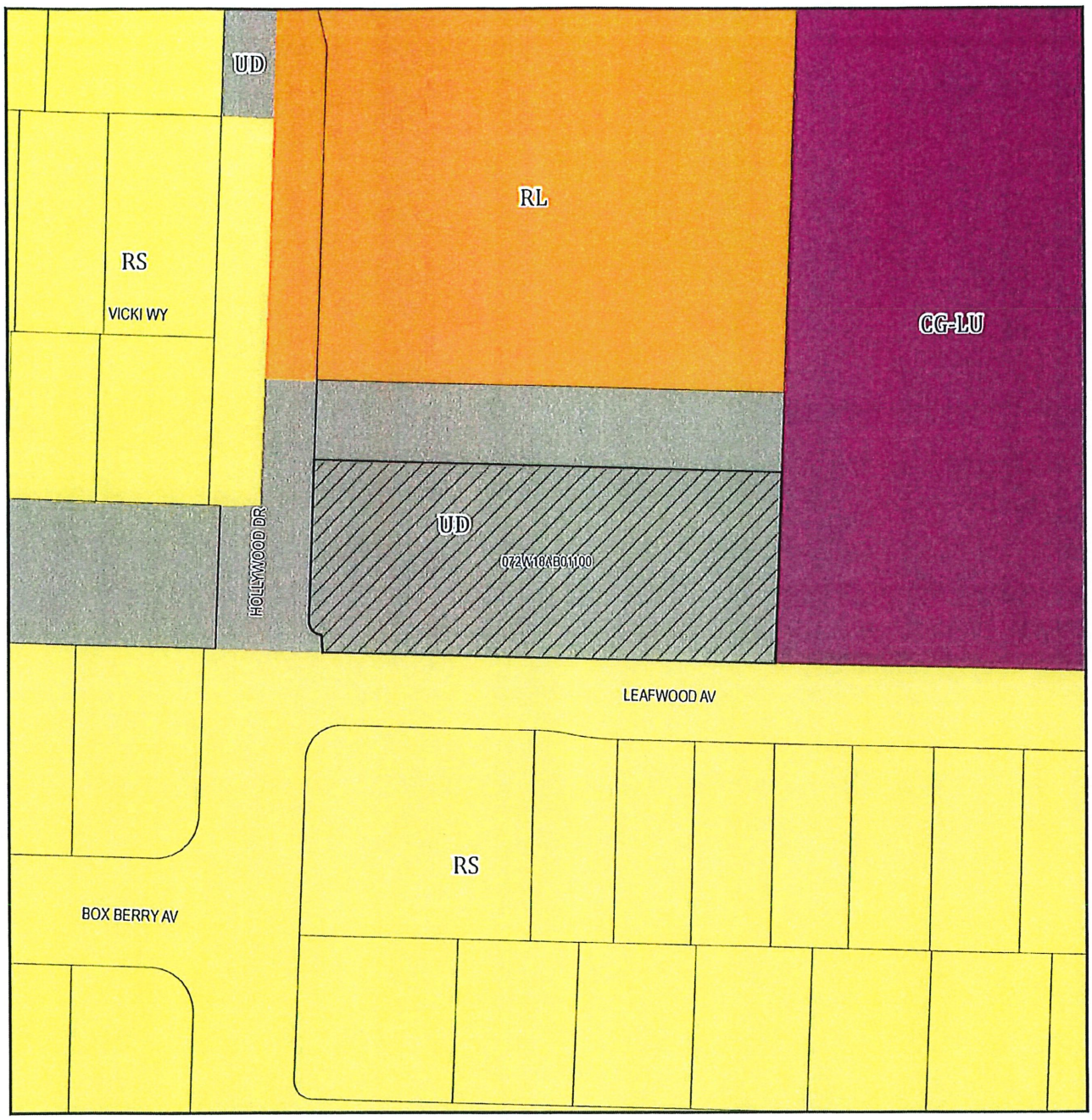
State Agencies Notified:
askenergy@Oregon.gov
Jennifer.b.ringo@odfw.oregon.gov
park.info@oregon.gov
carrie.landrum@state.or.us
Mike.I.mccord@wrd.state.or.us
Gregory.j.wcker@oregon.gov

By mailing to them copies thereof. I further certify that said copies were placed in sealed envelopes addressed as noted above, that said copies were deposited in the United States Post Office at Salem, Oregon, on the 5th day of May, 2023 and that the postage thereon was prepaid.

Gayle Simons

Administrative Assistant to the
Hearings Officer

Exhibit B



ZONING MAP

Input Taxlot(s): 072W18AB01100

Owner Name: SALCEDO, JOSE ANTONIO DIAZ

Situs Address: 3200 HOLLYWOOD DR NE
City/State/Zip: SALEM, OR, 97305
Land Use Zone: UD
School District: SALEM-KEIZER
Fire District: MARION COUNTY NO.1

Legend

Input Taxlots
Lakes & Rivers
Highways
Cities

N

scale: 1 in = 81 ft

DISCLAIMER: This map was produced from Marion County Assessor's geographic database. This database is maintained for assessment purposes only. The data provided hereon may be inaccurate or out of date and any person or entity who relies on this information for any purpose whatsoever does so solely at his or her own risk. In no way does Marion County warrant the accuracy, reliability, scale or timeliness of any data provided on this map.

Marion County Planning, 503-588-5038

February 03, 2026

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 17, 2026

Department: Public Works

Title: Consider Adoption of an Ordinance Concurring in an amendment to the City of Silverton Comprehensive Plan Map (Legislative Amendment 26-003)

Management Update/Work Session Date: May 5, 2026 **Audio/Visual aids** ☐

Time Required: 5 min **Contact:** John Speckman **Phone:** 503-566-4173

Requested Action:

Staff recommended motion: Adopt Legislative Amendment 26-003 Ordinance Concurring in an amendment to the City of Silverton Comprehensive Plan Map.
Other motion options for consideration are:
1. Direct staff to make changes to the Ordinance and return at a later date.
2. Do not adopt the Ordinance.

Issue, Description & Background:

On November 5, 2025, the City of Silverton held a public hearing on an ordinance approving a Comprehensive Plan Map amendment to change the designation of a 3.72-acre parcel from Industrial to Single-Family Residential. On April 23, 2026, the City sent a letter requesting the County concur on the amendment. On May 13, 2026, the Marion County Board of Commissioners approved a resolution initiating consideration of concurrence with the amendment and scheduled a public hearing. On June 10, 2026 the Board held the public hearing and after considering the evidence in the record, concurred in the city's amendment, and directed staff to return with an ordinance consistent with their decision. On June 17, 2026, the Board scheduled adoption of the ordinance at the next regular board session. Now the Board may consider adopting the ordinance.

Financial Impacts:

None

Impacts to Department & External Agencies:

None

List of attachments: Ordinance

Presenter: John Speckman

Department Head Signature:

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the matter of concurring in an amendment to the City of Silverton Comprehensive Plan Map to change the designation on a 3.72-acre parcel located within the urban growth boundary of Silverton from Industrial to Single-family Residential.	))))))	Legislative Amendment 26-003 Clerk's File No:

AN ADMINISTRATIVE ORDINANCE

ORDINANCE NO. _____

THE MARION COUNTY BOARD OF COMMISSIONERS HEREBY ORDAINS AS FOLLOWS:

SECTION I. **Purpose**

This ordinance is enacted pursuant to the authority granted general law counties in the State of Oregon by Oregon Revised Statutes (ORS) Chapter 203, and the comprehensive land use planning and coordination with local government provisions under Chapters 195 and 197, by concurring with amending the City of Silverton Comprehensive Plan Map to change the designation on a 3.72-acre parcel located within the urban growth boundary of Silverton from Industrial to Single-family Residential.

SECTION II. **Authorization**

The Marion County Board of Commissioners initiated a legislative amendment to the Marion County Comprehensive Plan by Resolution No. 26R-7 dated May 13, 2026. The legislative amendment came before the Board at the request of the City of Silverton for concurrence in and adoption of an comprehensive plan map amendment being considered by the city, pursuant to the planning coordination and concurrence provisions under ORS Chapters 195 and 197, and the provisions of the executed January 26, 1988 Urban Growth Boundary and Policy Agreement between Marion County and the City of Silverton that establishes procedures

for addressing land use matters of mutual concern, including amendments to the comprehensive plan and urban growth boundary. The Board held a public hearing on June 10, 2026, for which proper public notice and advertisement was given. The Board closed the hearing on June 10, 2026. All persons present during the public hearing and those provided notice of the hearing, were given the opportunity to speak or present written statements on the proposed amendments.

SECTION III. Evidence and Findings

The Board has reviewed the evidence and testimony in the record. Based on the facts and findings in the record, as contained in Exhibits A and B, which are incorporated herein by this reference, the Board determines that the updated City of Silverton Comprehensive Plan Map amendment conforms with the requirements under ORS Chapter 197 and the Statewide Land Use Planning Goals and Administrative Rules for the development and revision of comprehensive plans, with ORS Chapter 195 for county coordination with local comprehensive plan activities, and the Marion County Comprehensive Plan Urbanization Element on coordination with cities on growth management policies and guidelines.

The amendment changes the designation of a 3.72-acre parcel located at 279 Monson Rd (Marion County Assessor's Map T6S; R1W; Section 34BC; Tax lot 300) from Industrial to Single-family Residential.

SECTION IV. Amendment to Marion County Comprehensive Plan

The Marion County Comprehensive Plan is amended to incorporate by reference herein concurrence with the amendment to the City of Silverton Comprehensive Plan Map depicted on the map set forth in Exhibit C.

SECTION V. Repeal Of Portions Of Existing Ordinances

Those portions of Marion County Ordinance No. 543 adopting a City of Silverton Urban Growth Boundary and a Comprehensive Plan for the area outside the city but within the growth boundary or amendments pertaining to the City of Silverton, are hereby repealed, or amended as set forth in this ordinance through the concurrence with the City of Silverton Comprehensive Plan map amendment, which by reference is incorporated into this Ordinance.

SECTION VI. Severability

Should any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance or any policy, provision, findings, statement, conclusion, or designation to a particular land use or area of land, or any other portion, segment or element of this Ordinance or of any amendments thereto and adopted hereunder, be declared invalid for any reason, such declaration shall not affect the validity and continued application of any other portion or element of this Ordinance or

amendments to the Comprehensive Plan, as amended herein; and if this Ordinance or any portion thereof should be held to be invalid on one ground, but valid on another, it shall be construed that the valid ground is the one upon which this Ordinance or any portion thereof was enacted.

SECTION VII. **Effective Date**

Pursuant to Chapter 1.10 of the Marion County Code, this is a legislative Administrative Ordinance and shall take effect upon adoption.

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

MARION COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
Commissioner

_____
Commissioner

_____
Recording Secretary

JUDICIAL NOTICE

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

EXHIBIT A

Facts and Findings

This matter comes before the Marion County Board of Commissioners at the request of the City of Silverton to consider concurring in an amendment to the City of Silverton Comprehensive Plan Map to change the designation on a 3.72-acre parcel located within the Urban Growth Boundary (UGB) of Silverton from Industrial to Single-family Residential. The city has held public hearings on the amendment and has adopted an ordinance amending the city's Comprehensive Plan Map (Silverton Ordinance 25-11). Because the city's comprehensive plan is a component of the county's comprehensive plan, and Oregon Revised Statutes 197.025(1) gives the county responsibility to coordinate all planning activities with the county, the county must consider whether to concur in the city's amendment.

The Marion County Board of Commissioners adopted the Silverton UGB and Comprehensive Plan on August 1, 1979 (Ordinance No. 543). Marion County and the City of Silverton entered into an Urban Growth Boundary and Policy Agreement (UGBPA) on January 26, 1988. The UGBPA establishes procedures for coordinating land use matters of mutual concern. The UGBPA provides for the county to concur in the city's comprehensive plan amendments and to adopt those provisions for application within the Urban Growth Area (UGA), which are those lands between the city limits and UGB. Such provisions include urbanization policy changes, plan map amendments affecting properties in the UGA, and UGB changes.

On May 13th, 2024, the Board of Commissioners approved Resolution 26R-7 initiating the consideration of concurring in an amendment to the City of Silverton Comprehensive Plan Map to change the designation on a 3.72-acre parcel located within the UGB of Silverton from Industrial to Single-family Residential and setting a public hearing date of June 10, 2026, to receive testimony on the proposed amendments.

CITY OF SILVERTON COMPREHENSIVE PLAN MAP AMENDMENT

The property owner of the subject parcel submitted an application to the City of Silverton on August 28, 2025, requesting a change in the City of Silverton Comprehensive Plan Designation of a 3.72-acre parcel located at 279 Monson Road (Marion County Assessor's Map T6S; R1W; Section 34BC; Tax lot 300) from Industrial to Single-family Residential. The property located in the UGA which is outside of the city limits and inside of the UGB. The property is currently zoned Urban Transition (UT-5), and no change to that zoning is proposed. The UT zone permits the establishment of a single-family dwelling when the underlying designation is Residential. The property owner seeks the comprehensive plan change from Industrial to Single-family Residential to establish a single-family dwelling on the property under the current UT zone.

The city determined that there exists a surplus of industrial land within the Silverton UGB. The city conducted an Economic Opportunity Analysis in 2011 and found that 11-acres of net new industrial vacant land will be required to meet their estimated industrial growth. The city calculates that the transition of the proposed 3.72-acres from Industrial to Single-family Residential will result in a remaining supply of approximately 56-ares of vacant industrial land

inside Silverton UGB. Therefore, the proposed Comprehensive Plan Map Amendment will not inhibit the projected industrial growth in Silverton.

The city reviewed the proposed comprehensive plan amendment for impacts on transportation facilities and found that the range of potential uses within an Industrial designated parcel is significant which makes accurate estimates of relative trips per day difficult. At maximum, the city determined that if the site were developed with some sort of industrial retail use the PM Peak Hour Trips (PMPHT) could be as high as 197. If the designation of the parcel is changed to Single-family Residential, then upon annexation and full development under current state law maximums for the Single-family Residential zones (6 duplexes per acre) the PMPHT would be between 22 and 36 trips. Given that the expected traffic generated by the maximum development of the parcel under the proposed designation is less than the expected traffic generated by the highest trip-intensive use under the existing designation, the city has determined that the proposed change in designation will not significantly affect the transportation system.

The city adopted the West Side Land Use and Transportation Plan in 2013 that includes the subject property. The Urban Design Concept of the Plan, below, indicates the area along the west side of Monson Road to be a transitional area from agricultural to urban uses. The subject site is a corner section of the employment land section that borders residential to the north and the west. The proposed change of the site from Industrial to Single-family Residential moves the boundary between these designated uses to the south and east property lines of the subject parcel. This change would not create an island of residential in the middle of an area of employment land. The property to the east of the subject parcel is in industrial use and already directly borders residentially designated land. There is no indication that the proposal would create conflicts between uses.

The city's findings support the change in the Comprehensive Plan Map designation. The Silverton Planning Commission held a public hearing on October 14, 2025 to evaluate the proposed comprehensive plan map amendment and recommended the City Council approve the proposed comprehensive plan map amendment, which they did on November 5, 2025 when Silverton Ordinance 15-11 was signed. County staff reviewed the City staff report and found their findings to be adequate for the proposal.

DECISION

The Marion County Board of Commissioners concurs in the amendment to the City of Silverton's Comprehensive Plan Map to change the designation on a 3.72-acre parcel located within the UGB of Silverton at 279 Monson Road from Industrial to Single-family Residential.

EXHIBIT B

CITY OF SILVERTON
ORDINANCE
25-11

AN ORDINANCE OF THE SILVERTON CITY COUNCIL APPROVING A COMPREHENSIVE PLAN MAP AMENDMENT TO CHANGE THE COMPREHENSIVE PLAN DESIGNATION OF A 3.72 ACRE SITE LOCATED IN THE URBAN GROWTH BOUNDARY AT 279 MONSON ROAD (MARION COUNTY ASSESSOR'S MAP 061W34BC TAX LOT 03100) FROM INDUSTRIAL TO SINGLE FAMILY RESIDENTIAL.

WHEREAS, a Comprehensive Plan Map Amendment to change the designation of a 3.72 acres site located in the urban growth boundary at 279 Monson Road (Marion County Assessor's Map 061W34BC00300) from Industrial to Single-Family Residential was submitted by Jim and JoLynn Vegh, 9451 W. Pebble Stream Dr., Boise, ID 83709; and

WHEREAS, the Planning Commission met in a duly advertised Public Hearing on October 14, 2025 to consider the proposed Comprehensive Plan Amendment, allowed testimony, reviewed the application; and

WHEREAS, following public testimony, the Planning Commission deliberated and recommends the City Council hold a public hearing to approve the proposed application (CP-25-04); and

WHEREAS, after proper legal notice, a Public Hearing before the City Council was held on November 5, 2025, to consider CP-25-04. All interested parties participated and had an opportunity to be heard. The City Council reviewed all matters presented to it.

NOW, THEREFORE, THE CITY OF SILVERTON ORDAINS AS FOLLOWS:

Section 1: The City Council finds that the burden of proof for the comprehensive plan amendment has been met and the request meets the applicable review criteria; therefore, the request to change designation to Single Family Residential for 279 Monson Road (Marion County Assessor's Map 061W34BC00300) is approved.

Section 2: In support of its decision, the City Council adopts the findings contained in "Exhibit A".

Section 3: This ordinance is and shall be effective within 30 days of its passage.

Ordinance adopted by the City Council of the City of Silverton, this 5th day of November, 2025.

Mayor, City of Silverton
Jason Freilinger

ATTEST:

City Manager/Recorder, City of Silverton
Corey Misley

"Exhibit A"

CP-25-04

The City Council of the City of Silverton adopts the following findings:

1. The applicant submitted an application on August 28, 2025 requesting a change in Comprehensive Plan designation of a 3.72 acre site located in the urban growth boundary at 279 Monson Road (Marion County Assessor's Map 061W34BC00300) from Industrial to Single-Family Residential. The property is currently in the Marion County Urban Transition Zone.

2. The Planning Commission met in a duly advertised Public Hearing on October 14, 2025 to consider the proposed Comprehensive Plan Amendment, allowed testimony, reviewed the application. Following public testimony, the Planning Commission deliberated and recommends the City Council hold a public hearing to approve the proposed application.

3. After proper legal notice, a Public Hearing before the City Council was held on November 5, 2025, to consider the application. All interested parties participated and had an opportunity to be heard.

4. The property is 3.72 acres in size and is designated Industrial on the Comprehensive Plan and is zoned UT-5, Urban Transition. The lot is vacant and located in the urban growth boundary. The site has frontage on Monson Road, a roadway under Marion County jurisdiction. Public and manufacturing uses exist to the east of the site and single-family homes exist to the north, west and south of the site.

5. The goal of the Urbanization element of the Comprehensive Plan (Comp Plan) is to "Provide adequate land to meet anticipated future demands for urban development in a logical and orderly manner." By allowing the vacant industrial site to be converted to single-family residential, the need for additional housing could decrease by 7-22 units.

6. The City conducted an Economic Opportunity Analysis in 2011 that found that "The upper-end of the employment growth and land need scenario assumes 11 acres of net new industrial vacant land demand, which is below the estimated vacant industrial land supply of 84.7 acres. Hence, Silverton can easily accommodate the high industrial job growth scenario without expanding its Urban Growth Boundary." Removing 3.72 acres of designated Industrial Land in the Urban Growth Boundary, in addition to the land removed as part of a 2016 Comp Plan amendment, leaves about a 56-acre supply of vacant industrial land. The 2011 EOA is the current adopted Economic Element of the City's Comprehensive Plan. The City is currently working on a new Economic Opportunity Analysis that is in the draft stage, and while the City cannot rely on the findings within an unadopted document, the initial findings are consistent in that there is a surplus of Industrial land and the redesignation of the subject property will still result in a surplus.

7. A policy of the Transportation System Plan is to "review comprehensive plan amendments and zone changes for their impacts on transportation facilities. Proposals that are determined to have an impact

shall be required to demonstrate that the proposed changes will not significantly affect the transportation system and are consistent with the identified function, capacity, and performance standards of the transportation facility." The site is currently designated Industrial which upon annexation would result in the property being zoned Industrial Park, IP. The site is 3.72 acres and could accommodate a wide variety of potential uses under the IP zoning, such as Manufacturing and Production, Industrial Services, Warehouse and Freight Movements, Self Service Storage, Office, Indoor Sports Facilities, or Retail Sales and Service. The range of potential uses creates a range of potential traffic generation with uses such as self service storage having a lower trip generation than a use such as retail or office or manufacturing. The size of a future building also impacts the traffic potential, making an accurate estimate on what the potential traffic generation under the IP zone difficult. For instance, if the site were to develop with a 60,000 square foot manufacturing use the PM Peak Hour Trip generated would be 44 trips, if it were a self storage use of that size the PMPHT would be 9 trips, if it were Office the PMPHT would be 86 trips, and if Retail 197 trips

If the property were designated Single Family, the property upon annexation would be zoned R-1, Single Family Residential or potentially R-5, Low Density Residential. The density range of the R-1 zone is between 2 – 6 units per acres, which results in a dwelling capacity for the site 7 to 22 units, though given the State law that allows duplexes on any lot a single family dwelling is allowed on and that a duplex, which is two dwellings, is counted as one dwelling when calculating density, the actual development capacity of the R-1 zone is above 6 units per acre. An estimate on the potential max PMPHT for an R-1 development would be between 22 and 36 trips. The density range for the R-5 zone is between 5 -10 units per acre, which results in a density range between 19 and 37 units. However, if the site were to develop at the max density under the R-5 zone, the housing type would likely be apartments, which typically have a lower occupancy rate and lower trip generation rate than single family homes. An estimate on the potential max PMPHT for an R-5 development would be between 22 and 44 trips.

Given the maximum potential trips is substantially higher for the Industrial designation, and given the intermediate range of potential trips in the Industrial designation is similar to the maximum number of estimated trips in the Residential designation, the proposed changes will not significantly affect the transportation system.

8. The pavement section of Monson Road is currently 16 feet in width and is within a 45 foot wide right-of-way. Any additional developments to urban densities or urban intensities would require substantial improvements to accommodate an increase in traffic load on the street.

9. The requested designation for the site has been evaluated against relevant comprehensive plan policies and on balance can be found to be more supportive of the comprehensive plan as a whole than the old designation.

10. The City adopted the West Side Land Use and Transportation Plan in 2013 that includes the subject property. The Urban Design Concept of the Plan, below, indicates the area along the west side of Monson Rd to be a transitional area from agricultural to urban and the Land Use Concept does include the subject site as employment area, consistent with the current Industrial designation. The subject site is a corner section of the employment land section that borders residential to the north

and to the west. The proposed change of the site from Industrial to Single Family Residential moves the corner of the area to the south. The change would not create a situation where there would then be an island of residential in the middle of an area of employment land nor would it create new conflicts between uses and the property to the east of the subject site already directly borders residentially designated land. The proposed change would alter the boundary between residential and employment lands, which does have the effect of creating a longer shared border between residential and industrial. Currently, only the subject sites north property line directly abuts residential lands, the sites western border is buffered from residential lands by Monson Road. If the subject site were designated residential, then the sites southern and eastern border would be a shared border between residential and industrial.

11. The comprehensive map pattern is a mixture of residential, industrial, and public. The vacant site is adjacent to single-family designated land on the north and west side. If the property was annexed it would be zoned R-1, single-family residential with a density of 2 to 6 dwelling units per acre, or a development up to a maximum of 22 units on the 3.72 acre site. Residential development would have a similar impact on the area as the lot borders single-family residential on two sides.

12. In terms of intensity of uses, the Industrial Designation has a higher chance of causing impacts such as noise, dust, traffic, and hours of operation, than a residential development. The area has a mixture of comprehensive plan designations that may impact one another. The current site, if developed with a manufacturing use could have impacts on the residentially designated property immediately to the north of the site, or to the residential properties on the west side on Monson Road. Changing the property to residential would now subject potential residents on the site to potential industrial uses to the east and south of the subject site. However, given the subject property is requesting a less intensive land use designation, there is not anticipated to be any negative impact on the area resulting from the change.

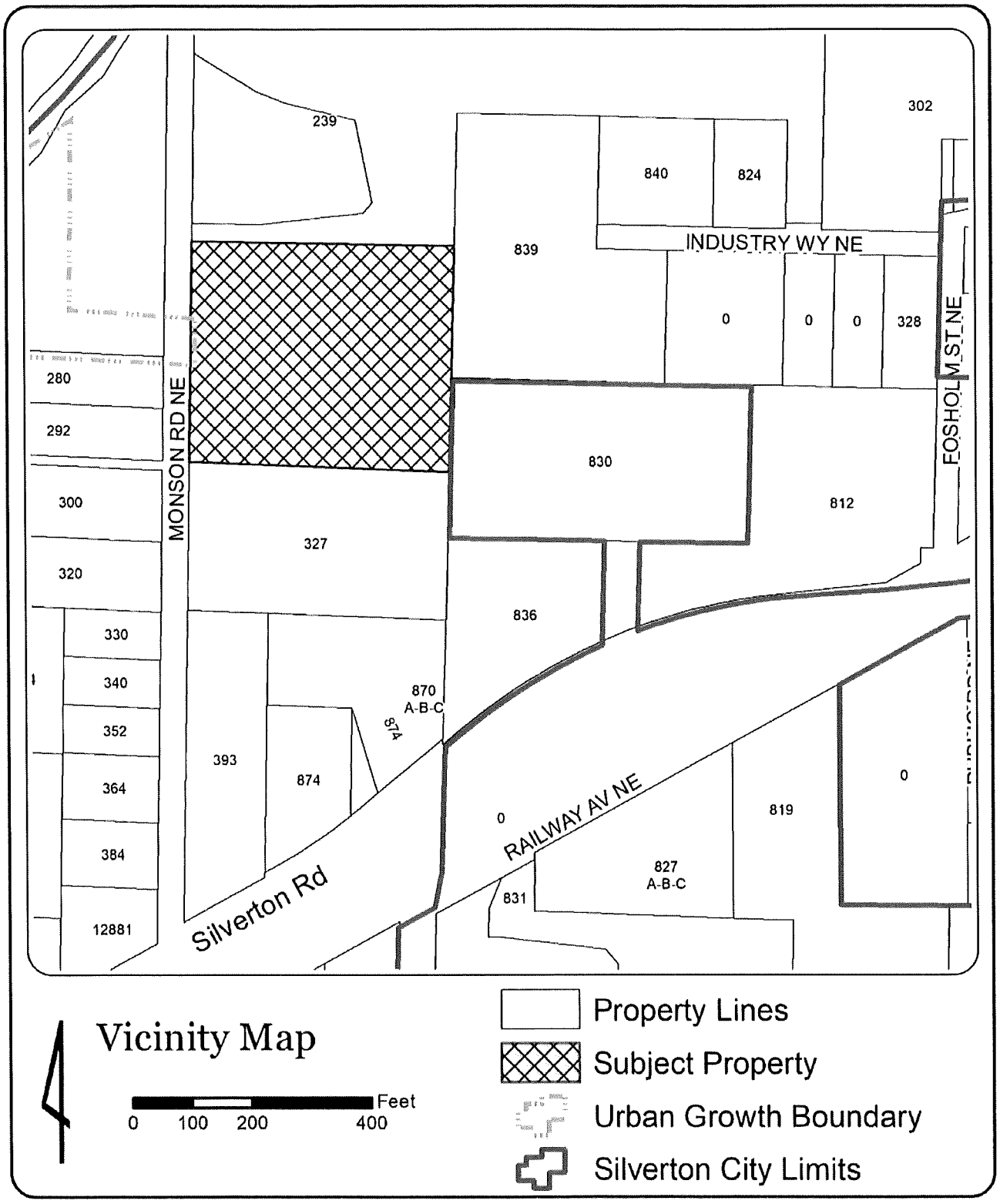
13. The subject site is a corner section of the Industrially designated land section and borders residential to the north and to the west. The proposed change of the site from Industrial to Single Family Residential moves the corner of the area to the south. The change would not create a situation where there would then be an island of residential in the middle of an area of industrial land nor would it create new conflicts between uses and the property to the east of the subject site already directly borders residentially designated land. The proposed change would alter the boundary between residential and industrial lands, which does have the effect of creating a longer share border between residential and industrial. Currently, only the subject site's north property line directly abuts residential lands, the site's western border is buffered from residential lands by Monson Road. If the subject site were designated residential, then the site's southern and eastern border would be a shared border between residential and industrial.

14. The City conducted an Economic Opportunity Analysis in 2011 that found that "The upper-end of the employment growth and land need scenario assumes 11 acres of net new industrial vacant land demand, which is below the estimated vacant industrial land supply of 84.7 acres. Hence, Silverton can easily accommodate the high industrial job growth scenario without expanding its Urban Growth Boundary." This equated to a surplus of 73.7 acres. Removing 3.72 acres of designated Industrial Land in the Urban Growth Boundary, in addition to the land removed as part of a 2016 Comp Plan amendment, leaves about a 56-acre supply of vacant industrial land. Changing the lot to a single-

family designation will help increase the amount land available for needed housing and will not have a negative impact on buildable industrial land. Similarly, the 2020 Housing Needs Analysis indicated a surplus of Residential land. Given that both designations have a surplus, the City can look more toward what type of development is more needed. The City has been trying to address housing affordability the past few years as housing costs have outpaced income gains. The City's current Industrial Park has several vacant shovel ready lots, that have been shovel ready for decades that have yet to attract industrial users.

15. The City of Silverton adopted the Comprehensive plan to be consistent with the statewide planning goals and has been acknowledged by the State.

EXHIBIT C


239
302
840
824
839
INDUSTRY WY NE
0
0
0
328
FOSHOLM ST NE
280
292
MONSON RD NE
830
812
300
327
320
836
330
340
352
364
384
12881
870
A-B-C
874
393
874
0
RAILWAY AV NE
819
0
827
A-B-C
831
Silverton Rd
Vicinity Map
Feet
0 100 200 400
Property Lines
Subject Property
Urban Growth Boundary
Silverton City Limits

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 06/17/2026

Department: Finance

Title: FY 2025-26 Second Supplemental Budget

Management Update/Work Session Date: 06/09/2026 **Audio/Visual aids** ☐

Time Required: 15 **Contact:** Jeff White **Phone:** 503-373-4433

Requested Action: To approve FY 2025-26 Second Supplemental Budget.

Issue, Description & Background: All supplemental budgets must be adopted by the Board of Commissioners during a Board Session.

Financial Impacts: Increase of Marion County's FY 2025-26 budget by $4,472,980 to a revised total of $791,721,101.

Impacts to Department & External Agencies: Some departments and funds require additional budget authority .

List of attachments: Resolution and Supplemental Budget

Presenter: Daniel Adatto, Budget Manager

Department Head Signature: Jeff D White

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the Matter of the Second)
Supplemental Budget for)
Fiscal Year 2025-26)

RESOLUTION No. _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on June 17, 2026, to consider adopting the second supplemental budget and make appropriations for fiscal year 2025-2026.

WHEREAS, county departments have requested budget adjustments due to unforeseen circumstances as described in the explanation attached hereto and by this reference made a part hereof; and

WHEREAS, the Marion County Budget Officer has reviewed the requests of the departments and recommends a second supplemental budget increase of $4,472,980 for fiscal year 2025-2026 to the board; and

WHEREAS, the county has published information about the second supplemental budget and notice of the public hearing on the budget as required by local budget law in the Woodburn Independent on June 10th, 2026; and

WHEREAS, the second supplemental budget document was available for public inspection beginning June 10th, 2026, and the board held the duly noticed public hearing on June 17th, 2026; now, therefore

IT IS HEREBY RESOLVED, that for the fiscal year beginning July 1, 2025, the second supplemental budget increase of $4,472,980 is approved for the purposes shown in the attached schedule, for a total appropriation of $691,725,102, bringing the total budget for the fiscal year 2025-26 to $791,721,101.

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

MARION COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
Commissioner

_____
Commissioner

Marion County
Second Supplemental Budget for
Fiscal Year 2025-26
June 17, 2026

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Marion County
Second Supplemental Budget for
Fiscal Year 2025-26
June 17, 2026

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Marion County
Second Supplemental Budget for
Fiscal Year 2025-26
June 17, 2026

EXECUTIVE SUMMARY

According to Oregon Local Budget Law, Marion County, under certain circumstances, may make a supplemental budget for the fiscal year for which the regular budget has been prepared. Generally, these circumstances involve unanticipated resources or occurrences that require additional appropriation authority.

The board resolution authorizes the following specific amendments to the budget to be adopted on June 17, 2026, for the fiscal year beginning July 1, 2025, and ending June 30, 2026. The following proposed supplemental budget amendment increases the FY 2025-26 budget per the table below:

	FY 2025-26 Revised Budget	2nd Supplemental Changes	FY 2025-26 Amended Budget
Total Budget	$787,248,121	$4,472,980	$791,721,101
Appropriations Only	$687,295,726	$4,429,376	$691,725,102
FTE	1,626.11	-5.95	1620.16

Full Time Equivalent Summary

The following proposed supplemental budget amendment includes a net reduction of **5.95 FTE**:

- **District Attorney's Office (Decreased 1.00 FTE):**
  - District Attorney Grants Fund
    - -1.00 FTE – The decrease is for 1.00 Deputy District Attorney 2.
- **Health and Human Services Department (Decreased 3.20 FTE):**
  - Health and Human Services Fund
    - -3.20 FTE – The decrease is for Office Specialist 3(Communicable Disease Control) 1.00 FTE, Behavioral Health Aide (Addiction Treatment Svcs) 1.00 FTE, Health Educator 2 (Bilingual)(Communicable Disease Control) 1.00 FTE, Program Coordinator 2(Residential and Support Svcs) 1.00 FTE with offsetting increase Public Health Worker 2 0.20 FTE, Mental Health Assoc (Bilingual) 0.50 FTE, Program Coordinator 0.10 FTE.
- **Information Technology Department (Decreased 1.00 FTE):**
  - Central Services Fund
    - -1.00 FTE – The decrease is for 1.00 Programmer Analyst 1.
- **Juvenile (Decreased 0.75 FTE):**
  - Juvenile Grants Fund
    - -0.75 FTE – The decrease is due to elimination of 1.0 FTE Family Intervention Therapist Position in the Juvenile Counseling Program and reallocation of associated Title IV-E resources to cover personnel costs in other programs, and an increase from .25 to .50 FTE for one Group Worker 2 position in the Guaranteed Attendance Program (GAP).

Capital Improvement Projects

Capital projects increased by $4,425,689 for the FY 2025-26 2nd supplemental budget and are detailed in Appendix A.

Other Key Supplemental Changes

Other key supplemental budget changes are as follows:

- The budgets of 25 funds are modified.
- The **Central Services Fund** had changes within departmental appropriation categories with zero net impact and is therefore not presented in fund detail section:
    - Finance Department – Personnel Services of $77,000 was reallocated to Materials and Services primarily for contracted staffing due to position vacancies.

Public Notice

A notice of the date and time of a public hearing on the proposed supplemental budget has been published in a local newspaper in accordance with local budget law. This law also requires that funds with changes in expenditure of 10% or more or when a new appropriation category is added be disclosed in the same public notice.

The following funds had adjustments of 10% or more:

- Sheriff Grants
- Tax Title Land Sales

The following funds had new appropriation categories:

- Community Services Grants
- Dog Services
- Fleet Management
- Non-Departmental Grants
- Self-Insurance
- Stormwater Management

Marion County
Second Supplemental Budget for
Fiscal Year 2025-26
June 17, 2026

Total of Budget Change Requests by Fund

Department	Fund Name	Revised Budget October 29, 2025	2nd Supplemental Increase/ (Decrease)	Revised Budget June 17, 2026
Operations				
Various	General	$ 149,274,157	$ -	$ 149,274,157
Various	Central Services	42,324,085	-	42,324,085
Clerk's Office	County Clerk Records	198,757	-	198,757
Community Services	Community Services Grants	18,841,715	-	18,841,715
Community Services	Lottery and Economic Dev	8,405,534	-	8,405,534
Community Services	Community Development	6,487,985	-	6,487,985
Community Services	Dog Services	2,106,710	-	2,106,710
Community Services	County Fair	1,287,815	-	1,287,815
District Attorney's Office	Child Support	2,412,188	-	2,412,188
District Attorney's Office	District Attorney Grants	1,881,139	2,880	1,884,019
Health and Human Services	Health and Human Services	123,783,707	544,209	124,327,916
Juvenile	Juvenile Grants	6,280,940	-	6,280,940
Legal	Law Library	1,329,968	-	1,329,968
Public Works	Public Works	104,094,946	203,750	104,298,696
Public Works	Public Works Grants	72,037,123	2,169,307	74,206,430
Public Works	Land Use Planning	1,255,423	30,000	1,285,423
Public Works	Parks	3,091,618	-	3,091,618
Public Works	Surveyor	4,264,259	-	4,264,259
Public Works	Building Inspection	15,959,255	-	15,959,255
Public Works	Environmental Services	40,830,415	-	40,830,415
Public Works	Stormwater Management	2,427,985	-	2,427,985
Public Works	Fleet Management	6,569,917	241,508	6,811,425
Sheriff's Office	Community Corrections	20,683,179	93,331	20,776,510
Sheriff's Office	Enhanced Public Safety ESSD	2,400,005	-	2,400,005
Sheriff's Office	Sheriff Grants	5,449,836	516,859	5,966,695
Sheriff's Office	Traffic Safety Team	3,301,363	2,252	3,303,615
Sheriff's Office	Inmate Welfare	730,723	-	730,723
Total Operations		**647,710,747**	**3,804,096**	**651,514,843**
Non-Departmental				
Non-Departmental	American Rescue Plan	4,327,504	-	4,327,504
Non-Departmental	Non-Departmental Grants	20,583,308	-	20,583,308
Non-Departmental	Tax Title Land Sales	1,966,606	860,000	2,826,606
Non-Departmental	Criminal Justice Assessment	1,550,534	-	1,550,534
Non-Departmental	County Schools	586,825	-	586,825
Non-Departmental	Rainy Day	2,611,395	-	2,611,395
Non-Departmental	Debt Service	17,127,594	-	17,127,594
Non-Departmental	Self Insurance	53,717,429	-	53,717,429
Total Non-Departmental		**102,471,195**	**860,000**	**103,331,195**
Capital				
Capital	Facility Renovation	20,060,162	-	20,060,162
Capital	Capital Improvement Projects	17,006,017	(191,116)	16,814,901
Total Capital		**37,066,179**	**(191,116)**	**36,875,063**
Total Budget		**$ 787,248,121**	**$ 4,472,980**	**$ 791,721,101**

MARION COUNTY
Fiscal Year 2025-26 Second Supplemental Budget
June 17, 2026

OPERATIONS

GENERAL FUND 100

Resources:

	Revised Budget October 29, 2025	2nd Supplemental Changes	Revised Budget June 17, 2026
Taxes	$ 100,556,121	$ -	$ 100,556,121
Licenses and Permits	63,582	-	63,582
Intergovernmental Federal	1,403,669	-	1,403,669
Intergovernmental State	3,960,204	-	3,960,204
Charges for Services	4,729,772	-	4,729,772
Fines and Forfeitures	187,867	-	187,867
Interest	3,366,473	-	3,366,473
Other Revenues	50,388	-	50,388
Other Fund Transfers	6,311,769	-	6,311,769
Net Working Capital	28,644,312	-	28,644,312
TOTAL RESOURCES	$ 149,274,157	$ -	$ 149,274,157

Requirements:

Assessor's Office	$ 9,564,453	$ -	$ 9,564,453
Clerk's Office	4,153,176	-	4,153,176
Community Services Department	1,227,071	-	1,227,071
District Attorney's Office	14,776,616	-	14,776,616
Justice Court	1,480,565	-	1,480,565
Juvenile Department	18,101,282	-	18,101,282
Sheriff's Office	62,449,962	245,456	62,695,418
Non-Departmental			
Materials and Services	7,039,230	-	7,039,230
Transfers Out	14,383,641	(148,596)	14,235,045
Contingency	4,425,715	(96,860)	4,328,855
Unappropriated Ending Fund Balance	11,672,446	-	11,672,446
TOTAL REQUIREMENTS	$ 149,274,157	$ -	$ 149,274,157

Resources/Requirements:

Sheriff's Office: The total increase of $245,456 was for the Mobile Data Terminal (MDT) project to replace mobile computers in various Sheriff vehicles. In addition, $400,000 of vacancy savings was moved to Materials and Services to cover jail medical services, hospital care, and x-ray costs.

Non Departmental: Transfers out decreased a net total of $148,396 for the following: an increase of $51,404 to the Fleet Management Fund to replace three vehicles that were totaled in accidents, $50,000 to the Land Use Planning Fund to offset a reduction in Land Use Planning fees, offset by a decrease of $250,000 to the Capital Improvement Projects Fund due to project modifications.

Contingency decreased to balance the Fund.

CLERK'S OFFICE

COUNTY CLERK RECORDS FUND 120

Resources:

Charges for Services	$ 80,000	$ -	$ 80,000
Interest	2,200	-	2,200
General Fund Transfers	57,433	-	57,433
Net Working Capital	59,124	-	59,124
TOTAL RESOURCES	$ 198,757	$ -	$ 198,757

Requirements:

Clerk's Office			
Personnel Services	$ 128,881	$ 4,000	$ 132,881
Materials and Services	69,876	(4,000)	65,876
TOTAL REQUIREMENTS	$ 198,757	$ -	$ 198,757

Resources/Requirements : Personnel Services increased due to a market review for the Records Coordinator. Materials and Services decreased for the increase needed in Personnel Services.

COMMUNITY SERVICES

COMMUNITY SERVICES GRANTS FUND 160

Resources:

	Revised Budget October 29, 2025	2nd Supplemental Changes	Revised Budget June 17, 2026
Intergovernmental Federal	$ 18,647,382	$ (1,500,000)	$ 17,147,382
Other Fund Transfers	175,400	1,500,000	1,675,400
Net Working Capital	18,933	-	18,933
TOTAL RESOURCES	$ 18,841,715	$ -	$ 18,841,715

Requirements:

Community Services			
Materials and Services	$ 5,600,082	$ (1,160)	$ 5,598,922
Transfers Out	-	1,160	1,160
Contingency	159,000	-	159,000
Reserve for Future Expenditure	13,082,633	-	13,082,633
TOTAL REQUIREMENTS	$ 18,841,715	$ -	$ 18,841,715

Resources: Intergovernmental Federal funding decreased in the ARPA Detroit Marinas project by $1,500,000 to reflect the reallocation of ARPA funds from the Detroit Marinas project to the ARPA Radio Communications project in Public Works. A corresponding Other Fund Transfers from the Public Works Grants Fund increased by $1,500,000 to reflect the transfer of freed-up General Funds for Detroit Marinas project costs.

Requirements: Transfers Out increased to transfer the remaining Reentry Initiative program funds to the Community Corrections Fund.

DOG SERVICES FUND 230

Resources:

Licenses and Permits	$ 185,000	$ -	$ 185,000
Charges for Services	84,850	-	84,850
Fines and Forfeitures	10,000	-	10,000
Interest	3,000	-	3,000
Other Revenues	7,800	-	7,800
General Fund Transfers	1,791,823	-	1,791,823
Net Working Capital	24,237	-	24,237
TOTAL RESOURCES	$ 2,106,710	$ -	$ 2,106,710

Requirements:

Community Services			
Personnel Services	$ 1,492,982	$ -	$ 1,492,982
Materials and Services	613,728	(6,347)	607,381
Capital	-	6,347	6,347
TOTAL REQUIREMENTS	$ 2,106,710	$ -	$ 2,106,710

Resources/Requirements: Reallocated $6,347 from Materials and Services to Capital Outlay for the Dog Services Dish Sanitizer Replacement project.

DISTRICT ATTORNEY'S OFFICE

DISTRICT ATTORNEY GRANTS FUND 300

Resources:

	Revised Budget October 29, 2025	2nd Supplemental Changes	Revised Budget June 17, 2026
Intergovernmental Federal	$ 608,353	$ -	$ 608,353
Intergovernmental State	190,660	-	190,660
Charges for Services	257,684	2,880	260,564
Interest	3,870	-	3,870
Other Revenues	20,000	-	20,000
General Fund Transfers	165,800	-	165,800
Other Fund Transfers	349,879	-	349,879
Net Working Capital	284,893	-	284,893
TOTAL RESOURCES	$ 1,881,139	$ 2,880	$ 1,884,019

Requirements:

District Attorney's Office			
Personnel Services	$ 1,194,281	$ 2,880	$ 1,197,161
Materials and Services	628,345	-	628,345
Contingency	58,513	-	58,513
TOTAL REQUIREMENTS	$ 1,881,139	$ 2,880	$ 1,884,019

FTE Changes: FTE decreased by 1.00 for a Deputy District Attorney 2.

Resources/Requirements: Resources increased by $517 for SB 416 and $163 for Aid & Assist through Memoranda of Understanding with the Sheriff's Office and Health & Human Services, respectively, with Aid & Assist receiving an additional $2,200 from the General Fund. Requirements increased accordingly in Personnel Services to cover personnel costs.

HEALTH AND HUMAN SERVICES

HEALTH & HUMAN SERVICES FUND 190

Resources:

	Revised Budget October 29, 2025	2nd Supplemental Changes	Revised Budget June 17, 2026
Intergovernmental Federal	$ 5,221,805	$ 75,516	$ 5,297,321
Intergovernmental State	46,473,320	272,482	46,745,802
Intergovernmental Local	430,805	-	430,805
Charges for Services	37,112,103	175,856	37,287,959
Interest	891,991	-	891,991
Other Revenues	500	-	500
General Fund Transfers	4,032,064	-	4,032,064
Other Fund Transfers	120,283	20,355	140,638
Settlements	897,441	-	897,441
Net Working Capital	28,603,395	-	28,603,395
TOTAL RESOURCES	$ 123,783,707	$ 544,209	$ 124,327,916

Requirements:

Health and Human Services			
Personnel Services	$ 67,759,167	$ -	$ 67,759,167
Materials and Services	31,793,052	(71,670)	31,721,382
Transfers Out	5,395,353	58,884	5,454,237
Contingency	12,363,683	-	12,363,683
Unappropriated Ending Fund Balance	6,472,452	556,995	7,029,447
TOTAL REQUIREMENTS	$ 123,783,707	$ 544,209	$ 124,327,916

FTE Changes: Overall FTE decreased by 3.20 for: Office Specialist 3(Communicable Disease Control) 1.00 FTE, Behavioral Health Aide (Addiction Treatment Svcs) 1.00 FTE, Health Educator 2 (Bilingual)(Communicable Disease Control) 1.00 FTE, Program Coordinator 2(Residential and Support Svcs) 1.00 FTE with offsetting increase Public Health Worker 2 0.20 FTE, Mental Health Assoc (Bilingual) 0.50 FTE, Program Coordinator 0.10 FTE.

Resources: Intergovernmental Federal increased by $75,516, due to the restoration of COVID funds of $173,934, partially offset by a decrease of $98,418 for Alcohol and Drug Prevention to match the budget to half of the total award for this biennium. Intergovernmental State increased by $272,482 due to an increase in funding for Aid & Assist of $287,071, partially offset by a decrease of $14,589 for Alcohol and Drug Prevention to match the budget half of the total award for this biennium. Charges for services increased due to additional $165,371 in grants for the Health Related Social Needs program and a $100,000 Community Impact grant for Our Place. These increases were partially offset by decreases of $48,399 in Quality Improvement Measure (QIM) funds and $41,116 in Coordinated Care Fee-for-Service revenue. Other fund transfers increased by $20,355 as a result of an unplanned transfer from Fleet, after a vehicle that had been prepaid was ultimately no longer needed.

Requirements: Materials and Services decreased by $71,670 due to a decrease of $100,240 under Alcohol and Drug Prevention associated with the corresponding decrease in revenue, partially offset by an increase of $28,570 in miscellaneous materials and services related to the restoration of COVID funds. Transfers out increased by $58,884 to pay for a new Capital Improvement Project for a conference room AV system replacement at MCHHS's Silverton Road location. Ending fund balance increased by $556,995 as a result of the increase in revenues and decrease in materials and services expenditures leading to additional remaining funds at fiscal year-end.

JUVENILE DEPARTMENT

JUVENILE GRANTS FUND 125

Resources:

	Revised Budget October 29, 2025	2nd Supplemental Changes	Revised Budget June 17, 2026
Intergovernmental Federal	$ 204,000	$ -	$ 204,000
Intergovernmental State	1,387,154	-	1,387,154
Charges for Services	3,169,738	-	3,169,738
Interest	16,200	-	16,200
Other Revenues	8,200	-	8,200
Other Fund Transfers	249,367	-	249,367
Net Working Capital	1,246,281	-	1,246,281
TOTAL RESOURCES	$ 6,280,940	$ -	$ 6,280,940

Requirements:

Juvenile Department			
Personnel Services	$ 4,236,550	$ -	$ 4,236,550
Materials and Services	1,134,021	-	1,134,021
Capital Outlay	18,747	2,850	21,597
Transfers Out	76,881	-	76,881
Contingency	498,468	(2,850)	495,618
Reserve for Future Expenditure	316,273	-	316,273
TOTAL REQUIREMENTS	$ 6,280,940	$ -	$ 6,280,940

FTE Changes : There is a net decrease of .75 FTE due to elimination of 1.0 FTE Family Intervention Therapist Position in the Juvenile Counseling Program and reallocation of associated Title IV-E resources to cover personnel costs in other programs, and an increase from .25 to .50 FTE for one Group Worker 2 position in the Guaranteed Attendance Program (GAP).

Resources/Requirements: Capital Outlay increased due to increased costs associated with the Alternative Programs Woodlot project. Contingency decreased due to reallocation of funds to Capital Outlay.

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PUBLIC WORKS

PUBLIC WORKS FUND 130

Resources:

	Revised Budget October 29, 2025	2nd Supplemental Changes	Revised Budget June 17, 2026
Licenses and Permits	$ 163,750	$ -	$ 163,750
Intergovernmental Federal	16,337,333	137,750	16,475,083
Intergovernmental State	33,863,335	-	33,863,335
Charges for Services	5,392,991	-	5,392,991
Fines and Forfeitures	1,000	-	1,000
Interest	1,080,000	-	1,080,000
Other Revenues	4,000	-	4,000
General Fund Transfers	371,727	-	371,727
Other Fund Transfers	-	39,000	39,000
Settlements	13,921	27,000	40,921
Net Working Capital	46,866,889	-	46,866,889
TOTAL RESOURCES	$ 104,094,946	$ 203,750	$ 104,298,696

Requirements:

Public Works Department			
Personnel Services	$ 23,166,020	$ -	$ 23,166,020
Materials and Services	15,449,945	130,525	15,580,470
Capital Outlay	34,112,764	342,802	34,455,566
Transfers Out	2,644,170	19,614	2,663,784
Contingency	5,799,000	(289,191)	5,509,809
Unappropriated Ending Fund Balance	22,923,047	-	22,923,047
TOTAL REQUIREMENTS	$ 104,094,946	$ 203,750	$ 104,298,696

Resources: The increase in Intergovernmental Federal revenue is due to PIER grant funding, which offsets costs for the Alder St NE (CE 26-343), Gates Street Improvement (CE 26-344), and N. Fork Park Slide Repair (CE 26-345) projects. The increase in Other Fund Transfers reflects a transfer of Oregon Housing and Community Services (OHCS) funds from the Non-Departmental Grants fund for the Gates Tree Removal project. Increased Settlement revenue will offset replacement costs for PW2255-readerboard trailer (CE 26-349), which was totaled in a motor vehicle accident.

Requirements: Materials costs are rising due to the purchase of Toughbook tablets for the Radio Communications program and additional office equipment needed to accommodate a third parts specialist in Building 2. Contracted Services also increase to cover tree removal in Gates ($39,000), Asset Works user fees ($20,000), maintenance fees for the Fuel Cloud system ($10,000), and ODOT contract fees for Halls Ridge ($12,200). Repairs and Maintenance costs are higher to fund software upgrades that enable P25 capability for the new radio system, while Rental costs increase to support the annual lease agreement for the new McCully Radio Communications Site.

New FY 2025-26 Projects:
26-346 - Waypark Bridge Scour Repair - $103,750
26-347 - Grapple attachment for PW2555 - $12,245
26-343 - Alder Street NE - PIER grant - $38,000
26-344 - Gates Street Improvements - PIER - $38,250
26-345 - North Fork Park Slide Repair - PIER - $61,500
26-349 - Readerboard Trailer to replace PW2255 - $27,000
26-353 - Replace PW Campus Fire Hydrant - $13,475
26-357 - 15K 4-Post Lift - $33,960
26-352 - Crosby Gate Replacement - $14,623

The increase in Transfers Out is for transfers to the Fleet Management Fund to purchase roll-out toolboxes for Public Works ($3,000) and PW1634 for the Roads program ($16,614), which replaces PW1238. The decrease in Contingency is utilized to balance the increased expenditure requests listed above.

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PUBLIC WORKS GRANTS FUND 135

Resources:

	Revised Budget October 29, 2025	2nd Supplemental Changes	Revised Budget June 17, 2026
Intergovernmental Federal	$ 60,392,710	$ 2,169,307	$ 62,562,017
Interest	5,000	-	5,000
Other Fund Transfers	9,642,303	-	9,642,303
Net Working Capital	1,997,110	-	1,997,110
TOTAL RESOURCES	$ 72,037,123	$ 2,169,307	$ 74,206,430

Requirements:

Public Works Department			
Materials and Services	$ 138,024	$ 2,322,845	$ 2,460,869
Capital Outlay	71,399,099	(1,653,538)	69,745,561
Transfers Out	500,000	1,500,000	2,000,000
TOTAL REQUIREMENTS	$ 72,037,123	$ 2,169,307	$ 74,206,430

Resources: Intergovernmental Federal increase attributed to anticipated revenue changes from : American Rescue Plan Act (ARPA) - $189,745; Coronavirus State and Local Fiscal Recovery Fund (SLFRF) - $1,500,000; Oregon Housing Community Services (OHCS) - $479,562.

Requirements: Contracted Services increased due to anticipated grant distributions made to Detroit-Idanha residential and commercial sewer owners. These costs will be funded by ARPA via the Detroit-Idanha Sewer System Project. - $2,322,845.

Capital Outlay decrease is a result of:
Modified Project Decrease:
23-325 - Detroit - Idanha Sewer System Project - ($2,133,100)
New FY 2025-26 Projects:
26-342 - Gates Wastewater Collection System - $479,562
The increase in Transfers Out is attributed to moving $1,500,000 received from the General Fund in FY2024-25 (of former ARPA funds) to the Community Services Grants Fund for the Detroit Marina project.

LAND USE PLANNING FUND 305

Resources:

	Revised Budget October 29, 2025	2nd Supplemental Changes	Revised Budget June 17, 2026
Charges for Services	$ 390,000	$ (20,000)	$ 370,000
Interest	3,000	-	3,000
General Fund Transfers	538,423	50,000	588,423
Other Fund Transfers	324,000	-	324,000
TOTAL RESOURCES	$ 1,255,423	$ 30,000	$ 1,285,423

Requirements:

Public Works Department			
Personnel Services	$ 794,630	$ 30,000	$ 824,630
Materials and Services	460,793	-	460,793
TOTAL REQUIREMENTS	$ 1,255,423	$ 30,000	$ 1,285,423

Resources: The projected reduction in Charges for Services revenue is due to receiving fewer high-value permits, particularly those associated with multi-unit residential construction. While overall permit volume is expected to be slightly above the four-year average, the shift in permit mix toward lower-value categories has resulted in reduced revenue. The increase in General Fund Transfers is to offset the projected shortfall in permit fee revenue described above and to cover increased personnel costs.

Requirements: The increase in Personnel Services is due to the reclassification of positions within the Land Use Planning program to higher pay grades, resulting in increased salary and benefit costs. The program is currently fully staffed and does not have any vacancy savings available to offset these increases.

PARKS FUND 310

Resources:

Intergovernmental Federal	$ 863,046	$ -	$ 863,046
Intergovernmental State	355,000	-	355,000
Charges for Services	94,000	-	94,000
Interest	8,000	-	8,000
General Fund Transfers	346,861	-	346,861
Other Fund Transfers	525,000	-	525,000
Net Working Capital	899,711	-	899,711
TOTAL RESOURCES	$ 3,091,618	$ -	$ 3,091,618

Requirements:

Public Works Department			
Personnel Services	$ 589,605	$ -	$ 589,605
Materials and Services	509,170	114,771	623,941
Capital Outlay	1,475,000	-	1,475,000
Contingency	517,843	(114,771)	403,072
TOTAL REQUIREMENTS	$ 3,091,618	$ -	$ 3,091,618

Resources/Requirements: The increase in Contracted Services is for the following: increase in security services for a new contract to open and close various park gates and adding Parkdale Park - $12,500, Credit card fees for parking pass purchases and camping reservations - $6,000. The increase in Miscellaneous Services for approximately $96,000 is for additional costs for the wetland restoration at Salmon Falls. The decrease in Contingency is for the increase in Requirements noted above.

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SURVEYOR FUND 320

Resources:

	Revised Budget October 29, 2025	2nd Supplemental Changes	Revised Budget June 17, 2026
Charges for Services	$ 742,195	$ -	$ 742,195
Interest	100,000	-	100,000
General Fund Transfers	140,342	-	140,342
Net Working Capital	3,281,722	-	3,281,722
TOTAL RESOURCES	$ 4,264,259	$ -	$ 4,264,259

Requirements:

Public Works Department			
Personnel Services	$ 1,011,875	$ -	$ 1,011,875
Materials and Services	318,163	-	318,163
Capital Outlay	95,750	46,828	142,578
Contingency	224,110	(46,828)	177,282
Unappropriated Ending Fund Balance	2,614,361	-	2,614,361
TOTAL REQUIREMENTS	$ 4,264,259	$ -	$ 4,264,259

Resources/Requirements: The increase in Capital Outlay is for modified CE 26-332 to purchase additional survey equipment - $46,828. The decrease in Contingency is to offset the additional funds requests to increase the project budget.

ENVIRONMENTAL SERVICES FUND 510

Resources:

Taxes	$ 515,000	$ -	$ 515,000
Charges for Services	10,177,553	-	10,177,553
Interest	650,000	-	650,000
Net Working Capital	29,487,862	-	29,487,862
TOTAL RESOURCES	$ 40,830,415	$ -	$ 40,830,415

Requirements:

Public Works Department			
Personnel Services	$ 3,395,153	$ -	$ 3,395,153
Materials and Services	16,728,214	-	16,728,214
Capital Outlay	12,475,992	67,612	12,543,604
Contingency	4,426,805	(67,612)	4,359,193
Unappropriated Ending Fund Balance	3,804,251	-	3,804,251
TOTAL REQUIREMENTS	$ 40,830,415	$ -	$ 40,830,415

Resources/Requirements: The increase in Capital Outlay is for the following: Replace fire door at the Household Hazardous Waste Facility - $26,400, Replace the video surveillance system at Salem/Keizer Recycling & Transfer Station - $28,106, Replace the video surveillance system at the North Marion Transfer Station - $13,106. The reduction in Contingency is for the Capital Outlay noted above.

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STORMWATER MANAGEMENT FUND 515

Resources:

	Revised Budget October 29, 2025	2nd Supplemental Changes	Revised Budget June 17, 2026
Charges for Services	$ 1,170,759	$ -	$ 1,170,759
Interest	30,000	-	30,000
Net Working Capital	1,227,226	-	1,227,226
TOTAL RESOURCES	$ 2,427,985	$ -	$ 2,427,985

Requirements:

Public Works Department			
Personnel Services	$ 657,372	$ -	$ 657,372
Materials and Services	795,575	-	795,575
Capital Outlay	56,100	-	56,100
Transfers Out	-	8,100	8,100
Contingency	240,000	(8,100)	231,900
Unappropriated Ending Fund Balance	678,938	-	678,938
TOTAL REQUIREMENTS	$ 2,427,985	$ -	$ 2,427,985

Resources/Requirements: The $8,100 increase in Transfers Out is for the purchase of a used vehicle (PW1631) from Consolidated Fleet for the Engineer Tech position recently hired. The decrease in Contingency is for the purchase of the vehicle.

FLEET MANAGEMENT FUND 595

Resources:

Charges for Services	$ 2,894,777	$ -	$ 2,894,777
General Fund Transfers	138,345	51,404	189,749
Other Fund Transfers	488,569	46,911	535,480
Settlements	76,411	143,193	219,604
Net Working Capital	2,971,815	-	2,971,815
TOTAL RESOURCES	$ 6,569,917	$ 241,508	$ 6,811,425

Requirements:

Public Works Department			
Materials and Services	$ 963,767	$ 3,000	$ 966,767
Capital Outlay	2,576,851	231,034	2,807,885
Transfers Out	-	112,526	112,526
Contingency	613,846	(105,052)	508,794
Unappropriated Ending Fund Balance	2,415,453	-	2,415,453
TOTAL REQUIREMENTS	$ 6,569,917	$ 241,508	$ 6,811,425

Resources: The increase in General Fund Transfers is for the Department's portion of replacing vehicles totaled in accidents, which include: Replacement of SH2342 (CE # 24-349) - $21,359; Replacement of JD2455 (CE # 26-354) - $12,567; Replacement of SH2326 (CE # 26-356) - $17,478. The increase in Other Fund Transfers is for the following: Sale of a used vehicle to Public Works Road Operations - PW1634 - $16,614; Sale of a used vehicle to Stormwater - PW1631 - $8,100; Department portion of replacing totaled vehicle SH2117 (CE # 26-355) - $18,490; Additional costs associated to the STABLE Group deputy vehicle (CE #25-342) - $707; Upgrade PW2327 to add a sliding tool box in the bed of the truck - $3,000. The increase in Settlements is for the self-insurance portion of replacing vehicles totaled in accidents which include: Replacement of JD2455 (CE # 26-354) - $81,376; Replacement of SH2117 (CE # 26-355) - $17,037; Replacement of SH2326 (CE # 26-356) - $44,780.

Requirements: The increase in Repairs and Maintenance is for upgrading PW2327 to add a rolling tool box in the bed of the truck - $3,000. The increase in total Capital Outlay is for the following: Replacement of JD2455 (CE # 26-354) - $93,943; Replacement of SH2326 (CE # 26-356) - $81,934; Replacement of SH2117 (CE # 26-355) - $54,450; Additional costs associated to the STABLE Group deputy vehicle (CE #25-342) - $707. The increase in Transfers Out is due to two departments identifying vehicles they no longer have a business need for. Parole and Probation identified four vehicles and Health and Human Services identified one vehicle. A portion of the vehicle lease rate is paying for the next vehicle. As such, this transfer is to refund the department for the portion they've contributed into the next vehicle, and includes: SH1430 - $24,405; SH1704 - $24,758; SH1609 - $21,552; SH1611 - $21,456; HD1409 - $20,355.

SHERIFF'S OFFICE

COMMUNITY CORRECTIONS FUND 180

Resources:

	Revised Budget October 29, 2025	2nd Supplemental Changes	Revised Budget June 17, 2026
Intergovernmental State	$ 18,108,439	$ -	$ 18,108,439
Charges for Services	205,756	-	205,756
Interest	61,977	-	61,977
Other Revenues	29,313	-	29,313
General Fund Transfers	2,000	-	2,000
Other Fund Transfers	261,094	93,331	354,425
Net Working Capital	2,014,600	-	2,014,600
TOTAL RESOURCES	$ 20,683,179	$ 93,331	$ 20,776,510

Requirements:

Sheriff's Office			
Personnel Services	$ 10,734,709	$ 250	$ 10,734,959
Materials and Services	5,039,977	(34,090)	5,005,887
Transfers Out	4,191,480	18,490	4,209,970
Contingency	717,013	108,681	825,694
TOTAL REQUIREMENTS	$ 20,683,179	$ 93,331	$ 20,776,510

Resources: The increase in Other Fund Transfers reflects a refund of vehicle lease payments due to a reduction in fleet vehicles ($92,171) and a final transfer of $1,160 from the Community Services Grants Fund to move Marion County Reentry program funds to this fund.

Requirements: Increases in Personnel Services are due to a state plan modification of Behavioral Mental Health in Administration. Decreases in Supplies are due to a state plan modification of Behavioral Mental Health in Drugs. Decreases in Contracted Services are due to a state plan modification of Behavioral Sex Offender Treatment in polygraph services and sex offender treatment. Increases in Transfers Out is replacing a fleet vehicle involved in an accident. Increases in Contingency is for a refund for the fleet reduction in the division and the offset from Contracted Services.

ENHANCED PUBLIC SAFETY ESSD FUND 245

Resources:

Charges for Services	$ 1,894,449	$ -	$ 1,894,449
Interest	16,359	-	16,359
Net Working Capital	489,197	-	489,197
TOTAL RESOURCES	$ 2,400,005	$ -	$ 2,400,005

Requirements:

Sheriff's Office			
Personnel Services	$ 1,751,854	$ 30,000	$ 1,781,854
Materials and Services	576,455	-	576,455
Transfers Out	19,745	-	19,745
Contingency	51,951	(30,000)	21,951
TOTAL REQUIREMENTS	$ 2,400,005	$ -	$ 2,400,005

Resources/Requirements: Increases in Personnel Services due to shift bidding and changes in deputy assignments during the fiscal year. Decreases in Contingency due to offsetting increase in Personnel Services.

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SHERIFF GRANTS FUND 250

	Revised Budget October 29, 2025	2nd Supplemental Changes	Revised Budget June 17, 2026
Resources:			
Licenses and Permits	$ 24,860	$ -	$ 24,860
Intergovernmental Federal	425,771	31,458	457,229
Intergovernmental State	460,319	348,639	808,958
Charges for Services	1,623,908	33,292	1,657,200
Interest	1,716	28,999	30,715
Other Revenues	20,000	-	20,000
Other Fund Transfers	1,195,729	74,471	1,270,200
Net Working Capital	1,697,533	-	1,697,533
TOTAL RESOURCES	$ 5,449,836	$ 516,859	$ 5,966,695
Requirements:			
Sheriff's Office			
Personnel Services	$ 2,517,756	$ 85,401	$ 2,603,157
Materials and Services	1,703,725	371,619	2,075,344
Capital Outlay	63,349	33,990	97,339
Transfers Out	81,592	707	82,299
Contingency	544,983	25,142	570,125
Unappropriated Ending Fund Balance	538,431	-	538,431
TOTAL REQUIREMENTS	$ 5,449,836	$ 516,859	$ 5,966,695

Resources: Intergovernmental Federal increased for the Mobile Data Terminal (MDT) replacement project in the Mobile Crisis Team, the United States Forest Service (USFS) contract to cover a portion of a boat purchase, and an increase in the Safer Outcomes Grant to cover additional overtime and fringe costs. Intergovernmental State increased due to the Jail Medical Opioid Use Disorder (JMOUD) Grant funding award, a Justice Reinvestment Initiative (JRI) allocation increase, and a Marine Patrol amendment to add funding. Charges for Services increased due to the City of Detroit contract, offset by a decrease in the City of Sublimity contracts to align with contracted amounts. Additional changes include Marine Patrol and Search and Rescue (SAR) revenue from the sale of capital assets, as well as increased funding from the Jefferson School contract. Interest increased to adjust the budget to actuals. Other Fund Transfers increased for the MDT replacement project for the City of Jefferson, HB4002 23-25 to adjust the budget to actuals, and Title III Forest Patrol and Search and Rescue (SAR) to move funding between projects.

Requirements: Personnel Services increased for the City of Detroit overtime adjustment, HB4002 23-25 and Safer Outcomes Grant to match award amounts, and Title III Forest Patrol to reallocate funding between projects, partially offset by decreases in the City of Sublimity contracted amount and Title III SAR project adjustments. Materials and Services increased across multiple categories: Supplies increased for the JMOUD Grant, JRI janitorial supplies, HB4002 23-25 departmental supplies and uniforms, and CHL budget-to-actual adjustments; Materials increased for the MDT replacement project for the City of Jefferson, Mobile Crisis Team, and City of Detroit ALPR camera; Communications increased for ALPR data connections and Alarms and CHL postage; Contracted Services increased for software subscriptions, LEAD client assistance, Microsoft 365, and Alarms and CHL printing and mail services; Repairs and Maintenance increased for software maintenance, the Data Works agreement, and vehicle maintenance actuals; Rentals decreased to match the City of Sublimity contracted amount; and Miscellaneous increased for SWAT training and CHL fingerprinting services. Capital Outlay increased for the purchase of a Marine Patrol Jet Boat, Transfers Out increased for LEAD vehicle upfitting costs, and Contingency increased to balance the fund.

TRAFFIC SAFETY FUND 255

	Revised Budget October 29, 2025	2nd Supplemental Changes	Revised Budget June 17, 2026
Resources:			
Intergovernmental Federal	$ 63,072	$ -	$ 63,072
Charges for Services	-	2,252	2,252
Fines and Forfeitures	2,142,330	-	2,142,330
Interest	28,850	-	28,850
Net Working Capital	1,067,111	-	1,067,111
TOTAL RESOURCES	$ 3,301,363	$ 2,252	$ 3,303,615
Requirements:			
Sheriff's Office			
Personnel Services	$ 1,885,952	$ -	$ 1,885,952
Materials and Services	909,948	95,279	1,005,227
Capital Outlay	11,021	-	11,021
Contingency	494,442	(93,027)	401,415
TOTAL REQUIREMENTS	$ 3,301,363	$ 2,252	$ 3,303,615

Resources: Increase in Charges for Service due to the sale of a capital asset.

Requirements: Materials and Services increased due to the Mobile Data Terminal (MDT) replacement, higher Small Departmental Equipment costs, Credit Card Fees generated from the Justice Court terminal, and Repairs and Maintenance costs associated with the in-car camera project and additional computer software maintenance. Contingency decreased to offset the increases in the other categories.

NON-DEPARTMENTAL

NON-DEPARTMENTAL GRANTS FUND 115

Resources:

	Revised Budget October 29, 2025	2nd Supplemental Changes	Revised Budget June 17, 2026
Intergovernmental Federal	$ 103,658	$ -	$ 103,658
Intergovernmental State	1,706,047	-	1,706,047
Interest	134,749	-	134,749
General Fund Transfers	71,164	-	71,164
Other Fund Transfers	2,200,000	-	2,200,000
Net Working Capital	16,367,690	-	16,367,690
TOTAL RESOURCES	$ 20,583,308	$ -	$ 20,583,308

Requirements:

Non-Departmental: Materials and Services	$ 8,281,527	$ (4,838,136)	$ 3,443,391
Capital Outlay	-	4,834,136	4,834,136
Transfers Out	9,559,863	113,471	9,673,334
Contingency	553,782	(109,471)	444,311
Reserve for Future Expenditure	2,188,136	-	2,188,136
TOTAL REQUIREMENTS	$ 20,583,308	$ -	$ 20,583,308

Resources/Requirements: Materials and Services decreased by a net $4,834,136. This includes a $4,799,136 reduction from Project Fusion costs that were recategorized as a capital project and moved to Capital Outlay, as well as a $39,000 decrease in OHCS Wildfire Funds reallocated to Transfers Out for the Gates tree removal. Transfers Out increased due to OHCS funding of $39,000 transferred to the Public Works Fund for the Gates Tree Removal project and HB 4002 drug rehabilitation funds of $74,471 transferred to the Sheriff's Office Grants Fund to adjust the budget to actuals. Contingency decreased to balance the fund.

TAX TITLE LAND SALES FUND 155

Resources:

Charges for Services	$ 300,000	$ -	$ 300,000
Interest	58,705	-	58,705
Other Revenues	92,924	-	92,924
Financing Proceeds	-	860,000	860,000
Net Working Capital	1,514,977	-	1,514,977
TOTAL RESOURCES	$ 1,966,606	$ 860,000	$ 2,826,606

Requirements:

Non-Departmental: Materials and Services	$ 159,750	$ 2,060,156	$ 2,219,906
Capital Outlay	25,000	191,352	216,352
Special Payments	1,192,508	(1,192,508)	-
Transfers Out	100,000	-	100,000
Contingency	199,170	(199,000)	170
Unappropriated Ending Fund Balance	290,178	-	290,178
TOTAL REQUIREMENTS	$ 1,966,606	$ 860,000	$ 2,826,606

Resources/Requirements: Resources has increased to recognize $860,000 Interfund Loan Proceeds from the county Risk Fund to provide resources for a current year settlement due to a Supreme Court decision regarding the selling of tax foreclosed property, county's are now required to refund to the prior owner any surplus from the sale of a property. The increase in Insurance is a result of the county settling a lawsuit seeking refunds for certain properties. All of the reductions to accounts are to shift unused appropriation authority to cover the settlement payment. The increase in Capital Outlay is due to the expected purchase of certain properties "out" of the list of settlement properties that the county may have in interest in keeping.

SELF INSURANCE FUND 585

Resources:

	Revised Budget October 29, 2025	2nd Supplemental Changes	Revised Budget June 17, 2026
Charges for Services	$ 40,367,671	$ -	$ 40,367,671
Interest	417,993	-	417,993
Settlements	20,000	-	20,000
Net Working Capital	12,911,765	-	12,911,765
TOTAL RESOURCES	$ 53,717,429	$ -	$ 53,717,429

Requirements:

Non-Departmental: Materials and Services	42,911,140	$ (484,139)	$ 42,427,001
Special Payments	-	$ 860,000	860,000
Contingency	4,940,965	(375,861)	4,565,104
Unappropriated Ending Fund Balance	5,865,324	-	5,865,324
TOTAL REQUIREMENTS	$ 53,717,429	$ -	$ 53,717,429

Resources/Requirements: Funds were reallocated within the fund due to increased Liability Claims, Unemployment fees, and a loan dispersement for the Tax Title Fund. This includes the use of Contingency dollars.

CAPITAL

FACILITY RENOVATION FUND 455

Resources:

Interest	$ 200,000	$ -	$ 200,000
Other Fund Transfers	1,226,570	-	1,226,570
Net Working Capital	18,633,592	-	18,633,592
TOTAL RESOURCES	$ 20,060,162	$ -	$ 20,060,162

Requirements:

Non-Departmental: Capital Outlay	$ 17,379,864	$ 190,420	17,570,284
Reserve for Future Expenditures	2,680,298	(190,420)	2,489,878
TOTAL REQUIREMENTS	$ 20,060,162	$ -	$ 20,060,162

Resources/Requirements: Capital Outlay increased by $190,400 for the Juvenile Detention Door Control System. This project initially was budgeted in the Capital Improvement Projects fund, but due to funding requirements it has been moved . Reserve for Future Expenditures decreased to balance the fund.

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CAPITAL IMPROVEMENT PROJECTS FUND 480

	Revised Budget October 29, 2025	2nd Supplemental Changes	Revised Budget June 17, 2026
Resources:			
Intergovernmental State	$ 198,795	$ -	$ 198,795
Interest	340,000	-	340,000
General Fund Transfers	1,204,060	(250,000)	954,060
Other Fund Transfers	2,165,679	58,884	2,224,563
Net Working Capital	13,097,483	-	13,097,483
TOTAL RESOURCES	$ 17,006,017	$ (191,116)	$ 16,814,901
Requirements:			
Non-Departmental: Capital Outlay	$ 9,844,903	$ 131,855	$ 9,976,758
Transfers Out	4,728,692	-	4,728,692
Contingency	500,000	-	500,000
Reserve for Future Expenditures	1,932,422	(322,971)	1,609,451
TOTAL REQUIREMENTS	$ 17,006,017	$ (191,116)	$ 16,814,901

Resources: General Fund Transfers decreased by $250,000 due to Justice Court Management & Records System CIP that was originally based on a $400k project assumption made before selecting Tyler and receiving the Statement of Work. Other Fund Transfers increased by $58,884 from Health and Human Services for a new project: AV System at Silverton Health.

Requirements:

New projects:
Sheriff's Office Jail Wi-Fi - $248,769
Teller in the Cloud - $163,418
Board of Commissioners Conference Rooms AV Replacement - $98,709
Health and Human Services AV System at Silverton Health - $58,884
Clerk's Windows 11 Ballot Sorter Upgrade - $55,000
Courthouse Condenser Fan Control Retrofit - $41,100
Juvenile Admin HP-1 Compressor - $38,349
Human Resources Office Wall - $37,829
Finance Replace Fan Power Box CH2(4-12) - $35,650
Finance Replace Fan Power Box CH2(4-14) - $34,100
Sheriff's Office C-Pod Condenser AC Units Replacement (CU-04) - $15,485
ADP Implementation - $14,834
Courthouse RTU-6 Compressor Replacement - $11,599
Sheriff's Office Jail Garbage Disp Replacement - $8,598
Sheriff's Office Transition Center LG AC Smart Replace - $8,177
Information Technology Risk Ed Room TV Replacement - $7,582
Juvenile Detention Sally Port Door Replacement - $5,962

Cancelled Projects:
Sheriff's Office Digital Evidence Storage - $(37,840)
Courthouse Replacement Sidewalk - $(70,550)
Courthouse Replacement Sidewalk - $(327,415)

Modified, Moved **Projects:
FM Sublimity Modular Move - $59,649
Juvenile Market Walk-in Replacement - $56,708
Juvenile Detention Shower Floors - $6,416
Sheriff's Office Jail Steam Kettle - $1,262
Juvenile Detention Door Control System - $(190,420)**
Justice Court Case Management System - $(250,000)

TOTAL ALL FUNDS

Resources:	$ 787,248,121	$ 4,472,980	$ 791,721,101
Requirements:			
Appropriations	$ 687,295,726	$ 4,429,376	$ 691,725,102
Reserve for Future Expenditures	27,702,975	(513,391)	27,189,584
Unappropriated Ending Fund Balance	72,249,420	556,995	72,806,415
TOTAL REQUIREMENTS	$ 787,248,121	$ 4,472,980	$ 791,721,101

Note: The totals include all funds although only funds with supplemental budget adjustments are displayed.

Appendix A
Capital Project Changes

Department	Expenditure Location Fund	Capital Project Title	Project Status	Funding Source	Supplemental Budget Appropriation	Project Budget Total
Capital	455 Facility Renovation	JV Detention Door Control System	Funding Change	455 Facility Renovation	190,420	190,420
Capital	480 Capital Improvement Projects	JV Detention Door Control System	Funding Change	Moved from Fund 480 to Fund 455	(190,420)	-
Capital	480 Capital Improvement Projects	SO Digital Evid Storage	Cancelled	480 Capital Improvement Projects	(37,840)	-
This CIP can not be executed as approved. SO and IT will collaborate this fall, during CIP season, and resubmit a new CIP that meets the SO needs long term.						
Capital	480 Capital Improvement Projects	CH Sidewalk Replacement	Cancelled	480 Capital Improvement Projects	(70,550)	-
The project was completed in the prior fiscal year.						
Capital	480 Capital Improvement Projects	CH Parking Structure Sidewalk Replacement	Cancelled	480 Capital Improvement Projects	(327,415)	-
The project is being canceled from the Marion County budget and moving to the City of Salem.						
Capital	480 Capital Improvement Projects	Move Sublimity modular to Center St. campus	Modified	480 Capital Improvement Projects	59,649	233,649
The modification is needed because Facilities Construction Team time constraints and higher-than-expected construction management costs require adding funds and extending the project timeline to relocate the Sublimity modular to the Center St. Campus for use by facilities maintenance and grounds staff.						
Capital	480 Capital Improvement Projects	JV Market Walk-in Freezer Replacement	Modified	480 Capital Improvement Projects	56,708	155,708
This modification increases the project budget by $56,708 to purchase and install a new walk-in freezer and refrigerator because the existing Juvenile Fresh Start Market units are failing, unreliable, and have caused food loss despite multiple repairs. Purchasing the replacement in FY 25-26 to ensures availability for installation to align with CIP 23-022 Dishwasher and Grease Trap installation which will happen in September–October 2026.						
Capital	480 Capital Improvement Projects	JV Detention Shower Floor Repairs	Modified	480 Capital Improvement Projects	6,416	77,035
Cost of this project increased due to increased cost of materials and fuel.						
Capital	480 Capital Improvement Projects	SO Jail Steam Kettle	Modified	480 Capital Improvement Projects	1,262	18,942
Cost of this project increased due to additional piping needed to install the kettle.						
Capital	480 Capital Improvement Projects	JC Case Management & Records System	Modified	480 Capital Improvement Projects	(250,000)	150,000
This CIP budget was originally based on $400k project assumption made before selecting Tyler and receiving the SOW. Budget Team determined that $150k is capital and the remaining ongoing SaaS costs to be covered as M&S in the Justice Court budget.						
Capital	480 Capital Improvement Projects	SO Jail Wi-Fi	New	480 Capital Improvement Projects	248,769	248,769
The request is to implement Wi-Fi inside the secure perimeter and that will improve staff efficiency and inmate care through mobile access to key systems,						
Capital	480 Capital Improvement Projects	Teller in the Cloud	New	480 Capital Improvement Projects	163,418	163,418
This request supports County's Oracle Fusion Cloud implementation by replacing the end-of-life on-premise Teller system with a cloud-based solution to modernize POS processes, improve revenue reconciliation and financial accountability, and ensure business continuity.						
Capital	480 Capital Improvement Projects	BOC Conference Rooms AV Replacement	New	480 Capital Improvement Projects	98,709	98,709
The project replaces failing audio-video systems in the Commissioners' Board Room and Mt. Angel Conference Room with modern hardware, updated controls, and reliable conferencing capabilities to ensure proper functionality and support current meeting and presentation needs.						

Appendix A
Capital Project Changes

Department	Expenditure Location Fund	Capital Project Title	Project Status	Funding Source	Supplemental Budget Appropriation	Project Budget Total
Capital	480 Capital Improvement Projects	HHS AV System at Silverton Health	New	190 Health and Human Services	58,884	58,884
The project installs modern AV systems in conference rooms at Silverton Health to replace outdated equipment and provide reliable, high-quality video conferencing, audio pickup, and room-combining functionality needed to support HHS program operations.						
Capital	480 Capital Improvement Projects	CL Windows 11 Ballot Sorter Upgrade	New	480 Capital Improvement Projects	55,000	55,000
The project upgrades the Bluecrest Elevate ballot sorter systems from Windows 10 to Windows 11 to ensure compliance with county requirements and maintain vendor-supported, secure, up-to-date operating systems as Windows 10 reaches end-of-life.						
Capital	480 Capital Improvement Projects	Courthouse Condenser Fan Control Retrofit	New	480 Capital Improvement Projects	41,100	41,100
The project replaces failing, obsolete condenser fan VFD boards, worn and incompatible starter contactors, and associated components on the courthouse's RTAC air-cooled chiller to restore reliable operation and prevent system failure.						
Capital	480 Capital Improvement Projects	JV Admin HP-1 Compressor	New	480 Capital Improvement Projects	38,349	38,349
The project replaces a failed compressor and inverter board in the JSB rooftop heat pump and proactively replaces the remaining compressors and inverters, along with installing a compatible control panel, to ensure reliable system operation and avoid repeated failures.						
Capital	480 Capital Improvement Projects	HR Office Wall	New	480 Capital Improvement Projects	37,829	37,829
This request supports creating an additional HR office by dividing an existing space, adding a door, and reconfiguring cubicles.						
Capital	480 Capital Improvement Projects	FM Replace Fan Power Box CH2 - Finance (4-12)	New	480 Capital Improvement Projects	35,650	35,650
This request is to replace failed fan power box.						
Capital	480 Capital Improvement Projects	FM Replace Fan Power Box CH2 - Finance (4-14)	New	480 Capital Improvement Projects	34,100	34,100
This request is to replace additional failed fan power box.						
Capital	480 Capital Improvement Projects	C-Pod Condensor AC Units Replacement (CU-04)	New	480 Capital Improvement Projects	15,485	15,485
The project replaces the two failing AC condenser units (CU-04) serving the Jail's C-Pod to ensure reliable cooling before warmer weather and maintain proper environmental conditions for the facility.						
Capital	480 Capital Improvement Projects	ADP Implementation	New	480 Capital Improvement Projects	14,834	14,834
The project implements ADP services as a required component of the County's Oracle Fusion Cloud rollout to streamline employment-related administrative functions—including tax, verification, unemployment claims, ACA compliance, and I-9 management—per Oracle's recommendation.						
Capital	480 Capital Improvement Projects	CH RTU-6 Compressor Replacement	New	480 Capital Improvement Projects	11,599	11,599
Compressor failed and needs to be replaced.						
Capital	480 Capital Improvement Projects	SO Jail Garbage Disposal Replacement	New	480 Capital Improvement Projects	8,598	8,598
Jail garbage disposal failed and needs replacement.						
Capital	480 Capital Improvement Projects	Transition Center LG AC Smart Replace	New	480 Capital Improvement Projects	8,177	8,177
This request is to install and program a new AC smart controller.						

Appendix A
Capital Project Changes

Department	Expenditure Location Fund	Capital Project Title	Project Status	Funding Source	Supplemental Budget Appropriation	Project Budget Total
Capital	480 Capital Improvement Projects	IT Risk Ed Room TV Replacement	New	480 Capital Improvement Projects	7,582	7,582
Replacement of end-of-life training room TVs and updates the associated AV system because the existing displays no longer provide adequate visibility, connectivity, or reliability, and require commercial-grade replacements and reprogramming to restore full functionality for meetings and staff training.						
Capital	480 Capital Improvement Projects	JV Detention Replace Sally Port Door	New	480 Capital Improvement Projects	5,962	5,962
The project replaces the inoperable Sally Port vehicle door at the Juvenile Detention Center, which was damaged in an accident and must be restored to ensure secure and functional facility operations.						
Community & Economic Development	230 Dog Services	Dog Svcs Dish Sanitizer Replacement	New	230 Dog Services	6,347	6,347
The Dog Shelter needs to replace its nonfunctional high-temperature dish sanitizer because repeated part failures make repair more expensive than purchasing a new machine, which is essential to maintaining proper sanitation.						
Juvenile	125 Juvenile Grants	Woodlot Concrete Pad	Modified	125 Juvenile Grants	2,850	14,998
Cost of this project increased due to increased cost of materials and fuel.						
Non-Departmental	115 Non-Departmental Grants	Fusion Implementation	New	115 Non-Departmental Grants	4,834,136	7,255,872
Fusion Implementation expense was initially set up as Materials & Services. After Finance's review, it was determined that the expense should be classified as a Capital Outlay.						
Non-Departmental	155 Tax Title Land Sales	Nusom Road Cemetery Fence	Modified	155 Tax Title Land Sales	(9,000)	16,000
The project was delivered under budget, with total expenditures coming in below the amount originally allocated.						
Non-Departmental	155 Tax Title Land Sales	Tax Title Property Purchases	New	155 Tax Title Land Sales	200,352	200,352
Expected purchase of certain properties "out" of the list of settlement properties that the county may have in interest in keeping.						
Public Works	130 Public Works	Waypark Bridge Scour Repair	New	130 Public Works	103,750	385,000
Repairment of scour hole threatening the southeast abutment of the Waypark Bridge by filling it with interlocking concrete jacks and rock, piping the adjacent ditch, and adding a rock outfall to prevent further erosion and protect the structure's stability.						
Public Works	130 Public Works	North Fork Park Slide Repair - PIER	New	130 Public Works	61,500	1,338,000
The project installs landslide-mitigation measures at the entrance to North Fork Park to prevent the creeping slide from failing and becoming far more costly and difficult to repair.						
Public Works	130 Public Works	Gates Street Improvements - PIER	New	130 Public Works	38,250	843,500
The project improves Gates-area streets by adding mill and overlay, curbs, sidewalks, street furniture, decorative lighting, striping, and parking on East Central Street—plus new sidewalks on Horeb Street and possibly East Sorbin Street—to enhance safety, accessibility, and overall streetscape quality.						
Public Works	130 Public Works	Alder Street NE - PIER	New	130 Public Works	38,000	1,326,000
The project builds multimodal improvements on NE Alder Street in Mill City—including new sidewalks, bike lanes, and asphalt resurfacing.						
Public Works	130 Public Works	4-Post Lift	New	130 Public Works	33,960	33,960
Replacement of the over-20-year-old 4-post lift in Bay 1, which is beyond its useful life and now presents a safety risk due to unstable lifting, making immediate replacement necessary to avoid losing shop functionality and prevent potential vehicle accidents.						

Appendix A
Capital Project Changes

Department	Expenditure Location Fund	Capital Project Title	Project Status	Funding Source	Supplemental Budget Appropriation	Project Budget Total
Public Works	130 Public Works	PW2255 Replacement Readerboard Trailer	New	130 Public Works	27,000	27,000
Replacement of trailer-mounted readerboard PW2255, which was struck by a vehicle and declared a total loss.						
Public Works	130 Public Works	Crosby Gate Replacement	New	130 Public Works	14,623	14,623
Replacement of the gate at Cosby site due to several mechanical failures.						
Public Works	130 Public Works	Replace PW Campus Fire Hydrant	New	130 Public Works	13,475	13,475
Silverton Rd Campus fire hydrant replacement, parts are no longer available and needs to be replaced.						
Public Works	130 Public Works	Grapple	New	130 Public Works	12,245	12,245
this request is to purchase a new grapple for the Gradall XL4100 because the previously assumed compatible grapple does not fit the new unit, and a functioning grapple is essential for debris removal and incident response during storms and high-wind events.						
Public Works	135 Public Works Grants	Detroit-Idanha Sewer System Project	Modified	135 Public Works Grants	(2,133,100)	3,724,059
Realocation of septic grants issued under Marion County's Residential Septic Grant and Detroit Commercial Septic Grant Programs, to spur wildfire recovery efforts.						
Public Works	135 Public Works Grants	Gates Waste Water Collection System	New	135 Public Works Grants	479,562	26,040,700
The project plans, designs, permits, and constructs a complete wastewater collection system for the City of Gates—including lift stations and a pressurized connection to the Mill City treatment plant						
Public Works	320 Surveyor	Survey Equipment	Modified	320 Surveyor	46,828	142,578
This request is to buy additional up to date surveying equipment to accommodate all staff.						
Public Works	510 Environmental Services	Replacement of Security Surveillance System at SKRTS	New	510 Environmental Services	28,106	28,106
Replacement of the existing surveillance camera system, which is no longer supported and no longer allows access to recorded footage. The inability to retrieve footage limits our ability to resolve customer disputes regarding charges.						
Public Works	510 Environmental Services	Fire Door Replacement at Household Hazardous Waste Facility	New	510 Environmental Services	26,400	26,400
Replacement of the current door because it's outdated and replacement parts are no longer available to keep it operational.						
Public Works	510 Environmental Services	Replacement of Security Surveillance System at North Marion	New	510 Environmental Services	13,106	13,106
Replacement of the existing surveillance camera system, which is no longer supported and no longer allows access to recorded footage. The inability to retrieve footage limits our ability to resolve customer disputes regarding charges.						
Public Works	595 Fleet	STABLE Group Deputy Vehicle	Modified	250 Sheriff Grants	707	70,572
Additional upfitting costs of the LEAD vehicle.						
Public Works	595 Fleet	Alternative Program F550 Crew Cab Truck with Dump Bed	New	100 General Fund 595 Fleet Management	93,943	93,943
JD 2455 was involved in an accident resulting in a total loss of the vehicle, this purchase if for the replacement with a like vehicle.						

Appendix A
Capital Project Changes

Department	Expenditure Location Fund	Capital Project Title	Project Status	Funding Source	Supplemental Budget Appropriation	Project Budget Total
Public Works	595 Fleet	Replacement for SH2326 - MCSO Vehicle	New	100 General Fund 595 Fleet Management	81,934	81,934
SH2326 was totaled in a motor vehicle accident, and this request funds the replacement of the damaged unit with a new Ram 1500 SSV outfitted for MCSO patrol use.						
Public Works	595 Fleet	Replacement for SH2117 - MCSO Vehicle	New	180 Community Corrections 595 Fleet Management	54,450	54,450
SH2117 was totaled in a motor vehicle accident, and this request funds the replacement of the damaged 2021 Ford Explorer with a new Dodge Durango outfitted for MCSO patrol use.						
Sheriff	250 Sheriff Grants	SO Stryker Inflatable Jet Boat	New	250 Sheriff Grants	33,990	33,990
Funding for this purchase is a combination of funds from Oregon State Marine Board, the US Forest Service, and revenue from the sale of capital assets. This jet boat is a shallow water vessel designed to provide critical access to areas in the Santiam and North Santiam rivers for water rescue operations and marine patrol.						
TOTAL:					**$ 4,425,689**	**$ 43,507,009**

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 17th, 2026

Department: Finance

Title: Adoption of the Fiscal Year 2026 27 Budget

Management Update/Work Session Date: 03/19/2026 Budget Committee Meeting **Audio/Visual aids** ☐

Time Required: 10 min **Contact:** Jeff White **Phone:** ext. 4433

Requested Action: Adoption of the Fiscal Year 2026-27 Budget

Issue, Description & Background: Oregon Local Budget Law requires the Board of Commissioners to adopt a budget no later than June 30th, in order to incur expenditures for the ensuing fiscal year. The resolution will adopt the budget, impose and categorize taxes, and make appropriations for fiscal year 2026-27. At the March 19, 2026 Budget Committee meeting, the Committee directed staff to prepare the following changes for inclusion in the Adopted Budget: 1) Bring forward a Board action to create a centralized interest fund and ensure the Adopted Budget reflects the new fund. 2) Conduct a review on the Environmental Services Fund, which review has been completed and an adjustment to Net Working Capital has been incorporated into the Adopted Budget. The attached summaries includes these requested changes for the Board to consider for the Adopted FY 2026-27 Budget.

Financial Impacts: Departments will have lawful authority to expend funds from July 1, 2026 through June 30, 2027.

Impacts to Department & External Agencies: The expenditures of some departments include funds contracted to external agencies that provide critical services to county citizens.

List of attachments: Resolution and schedule of appropriations

Presenter: Jan Fritz, Chief Administrative Officer and Budget Officer; Daniel Adatto, Budget Manager

Department Head Signature: Jeff D White

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the Matter of the)
Marion County Budget for)
Fiscal Year 2026-27.)

RESOLUTION No._____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on June 17, 2026, to adopt the budget, make appropriations, and impose and categorize taxes for fiscal year 2026-2027.

WHEREAS, at its March 19, 2026 meeting, the Marion County Budget Committee approved a budget for fiscal year 2026-27 in the amount of $676,116,178 and referred that budget to the Marion County Board of Commissioners, and further directed staff to prepare two changes for inclusion in the Adopted Budget: (1) to bring forward a Board action establishing a centralized interest fund and incorporate that fund into the Adopted Budget; and (2) to conduct a review on the Environmental Services Fund, which review has been completed and an adjustment to Net Working Capital has been incorporated into the Adopted Budget; now, therefore,

BE IT RESOLVED that for the fiscal year beginning July 1, 2026, the total budget amount of $687,492,324 is hereby adopted and $609,723,303 is hereby appropriated for the fund and department purposes shown in the attached schedule(s) and by this reference made a part hereof; and

IT IS FURTHER RESOLVED that the Marion County Board of Commissioners hereby imposes the taxes provided for in the adopted budget at the rate of $3.0252 per $1,000 for operations, the same rate as the prior fiscal year, and these taxes are hereby imposed for tax year 2026-2027 upon the assessed value of all taxable property within the county; and

IT IS FURTHER RESOLVED that the Marion County Board of Commissioners hereby imposes taxes for 2026-2027 as categorized below:

General Government Limitation

General Fund Permanent Rate	$3.0252 per $1,000

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

MARION COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
Commissioner

_____
Commissioner

MARION COUNTY FY 2026-27 BUDGET
BOARD RESOLUTION FOR CHANGES FROM APPROVED TO ADOPTED STAGE

Attachment 1 of 2 to Resolution No._____
June 17, 2026

GENERAL FUND 100

Resources:

	Budget Committee Approved	Adopted Changes	Board Adopted
Taxes	$ 104,639,560	$ -	$ 104,639,560
Licenses and Permits	55,755	-	55,755
Intergovernmental Federal	501,164	-	501,164
Intergovernmental State	4,204,672	-	4,204,672
Charges for Services	5,677,773	-	5,677,773
Fines and Forfeitures	211,792	-	211,792
Interest	2,553,319	-	2,553,319
Other Revenues	54,988	-	54,988
Other Fund Transfers	4,314,650	1,903,319	6,217,969
Net Working Capital	23,993,826		23,993,826
TOTAL RESOURCES	$ 146,207,499	$ 1,903,319	$ 148,110,818

Requirements:

Assessor's Office	$ 9,805,368	$ -	$ 9,805,368
Clerk's Office	4,117,386	-	4,117,386
Community Services Department	1,325,397	-	1,325,397
District Attorney's Office	15,480,768	-	15,480,768
Justice Court	1,834,945	-	1,834,945
Juvenile Department	18,797,800	-	18,797,800
Sheriff's Office	65,148,181	-	65,148,181
Non-Departmental			
Materials and Services	7,636,984	-	7,636,984
Transfers Out	14,158,135	1,903,319	16,061,454
Contingency	1,552,268	-	1,552,268
Unappropriated Ending Fund Balance	6,350,267	-	6,350,267
TOTAL REQUIREMENTS	$ 146,207,499	$ 1,903,319	$ 148,110,818

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

AMERICAN RESCUE FUND 110

Resources:

Intergovernmental Federal	$ 1,612,577	$ -	$ 1,612,577
TOTAL RESOURCES	$ 1,612,577	$ -	$ 1,612,577

Requirements:

Non-Departmental: Materials and Services	$ 1,612,577	$ -	$ 1,612,577
TOTAL REQUIREMENTS	$ 1,612,577	$ -	$ 1,612,577

Explanation of Changes: No interest earnings are associated with this fund; therefore, interest-related adjustments are not applicable.

MARION COUNTY FY 2026-27 BUDGET
BOARD RESOLUTION FOR CHANGES FROM APPROVED TO ADOPTED STAGE

Attachment 1 of 2 to Resolution No._____
June 17, 2026

BUILDING INSPECTION FUND 330

Resources:

	Budget Committee Approved	Adopted Changes	Board Adopted
Licenses and Permits	$ 4,000,000	$ -	$ 4,000,000
Interest	204,000	-	204,000
Other Fund Transfers	1,000,000	204,000	1,204,000
Net Working Capital	8,139,203	-	8,139,203
TOTAL RESOURCES	$ 13,343,203	$ 204,000	$ 13,547,203

Requirements:

Public Works Department	9,094,907	-	9,094,907
Transfers Out	751,000	204,000	955,000
Contingency	1,300,000	-	1,300,000
Unappropriated Ending Fund Balance	2,197,296	-	2,197,296
TOTAL REQUIREMENTS	$ 13,343,203	$ 204,000	$ 13,547,203

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

CAPITAL IMPROVEMENT PROJECTS FUND 480

Resources:

Intergovernmental State	$ 99,645	$ -	$ 99,645
Charges for Services	$ 87,500		$ 87,500
Interest	250,000	-	250,000
General Fund Transfers	307,655	-	307,655
Other Fund Transfers	2,371,974	250,000	2,621,974
Net Working Capital	5,311,768	-	5,311,768
TOTAL RESOURCES	$ 8,428,542	$ 250,000	$ 8,678,542

Requirements:

Non-Departmental: Capital Outlay	$ 7,275,976	$ -	$ 7,275,976
Transfers Out	-	250,000	250,000
Contingency	300,000	-	300,000
Reserve for Future Expenditures	852,566	-	852,566
TOTAL REQUIREMENTS	$ 8,428,542	$ 250,000	$ 8,678,542

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

MARION COUNTY FY 2026-27 BUDGET
BOARD RESOLUTION FOR CHANGES FROM APPROVED TO ADOPTED STAGE

Attachment 1 of 2 to Resolution No._____
June 17, 2026

	Budget Committee Approved	Adopted Changes	Board Adopted
CENTRAL SERVICES FUND 580			
Resources:			
Intergovernmental Federal	$ 25,018	$ -	$ 25,018
Charges for Services	713,622	-	713,622
Admin Cost Recovery	40,459,926	-	40,459,926
General Fund Transfers	2,216,123	-	2,216,123
Other Fund Transfers	120,000	-	120,000
TOTAL RESOURCES	$ 43,534,689	$ -	$ 43,534,689
Requirements:			
Board of Commissioners Office	$ 4,909,129	$ -	$ 4,909,129
Business Services	8,894,463		8,894,463
Finance	5,955,697	-	5,955,697
Human Resources	4,652,052		4,652,052
Information Technology	13,710,448		13,710,448
Legal	2,640,070	-	2,640,070
Non-Departmental: Materials and Services	2,772,830	-	2,772,830
TOTAL REQUIREMENTS	$ 43,534,689	$ -	$ 43,534,689

Explanation of Changes: No interest earnings are associated with this fund; therefore, interest-related adjustments are not applicable.

CHILD SUPPORT FUND 220			
Resources:			
Intergovernmental Federal	$ 1,626,693	$ -	$ 1,626,693
Intergovernmental State	144,828	-	144,828
Charges for Services	27,835	-	27,835
General Fund Transfers	492,845	-	492,845
TOTAL RESOURCES	$ 2,292,201	$ -	$ 2,292,201
Requirements:			
District Attorney's Office	$2,292,201	-	2,292,201
TOTAL REQUIREMENTS	$ 2,292,201	$ -	$ 2,292,201

Explanation of Changes: No interest earnings are associated with this fund; therefore, interest-related adjustments are not applicable.

Attachment 1 of 2 to Resolution No._____
June 17, 2026

COMMUNITY CORRECTIONS FUND 180

Resources:

	Budget Committee Approved	Adopted Changes	Board Adopted
Intergovernmental State	$ 18,414,630	$ -	$ 18,414,630
Charges for Services	212,003	-	212,003
Interest	119,948	-	119,948
Other Revenues	23,947	-	23,947
General Fund Transfers	2,000	-	2,000
Other Fund Transfers	252,248	119,948	372,196
Net Working Capital	1,795,332	-	1,795,332
TOTAL RESOURCES	$ 20,820,108	$ 119,948	$ 20,940,056

Requirements:

Sheriff's Office	16,074,610	$ -	$ 16,074,610
Transfers Out	4,191,480	119,948	4,311,428
Contingency	554,018	-	554,018
TOTAL REQUIREMENTS	$ 20,820,108	$ 119,948	$ 20,940,056

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

COMMUNITY DEVELOPMENT FUND 170

Resources:

Intergovernmental Federal	$ 3,919,082	$ -	$ 3,919,082
Interest	7,516	-	7,516
Other Fund Transfers	-	7,516	7,516
Net Working Capital	207,331	-	207,331
TOTAL RESOURCES	$ 4,133,929	$ 7,516	$ 4,141,445

Requirements:

Community Services	$2,411,497	$ -	$ 2,411,497
Transfers Out	20,000	7,516	27,516
Reserve for Future Expenditure	1,702,432	-	1,702,432
TOTAL REQUIREMENTS	$ 4,133,929	$ 7,516	$ 4,141,445

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

COMMUNITY SERVICES GRANTS FUND 160

Resources:

Intergovernmental Federal	$ 17,563,771	$ -	$ 17,563,771
TOTAL RESOURCES	$ 17,563,771	$ -	$ 17,563,771

Requirements:

Community Services	$ 7,416,732	$ -	$ 7,416,732
Reserve for Future Expenditure	10,147,039	-	10,147,039
TOTAL REQUIREMENTS	$ 17,563,771	$ -	$ 17,563,771

Explanation of Changes: No interest earnings are associated with this fund; therefore, interest-related adjustments are not applicable.

MARION COUNTY FY 2026-27 BUDGET
BOARD RESOLUTION FOR CHANGES FROM APPROVED TO ADOPTED STAGE

Attachment 1 of 2 to Resolution No._____
June 17, 2026

COUNTY CLERK RECORDS FUND 120

Resources:

	Budget Committee Approved	Adopted Changes	Board Adopted
Charges for Services	$ 90,000	$ -	$ 90,000
Interest	2,200	-	2,200
General Fund Transfers	70,042	-	70,042
Other Fund Transfers	-	2,200	2,200
Net Working Capital	35,603	-	35,603
TOTAL RESOURCES	$ 197,845	$ 2,200	$ 200,045

Requirements:

Clerk's Office	$197,845	$ -	$ 197,845
Transfers Out	-	2,200	2,200
TOTAL REQUIREMENTS	$ 197,845	$ 2,200	$ 200,045

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

COUNTY FAIR FUND 270

Resources:

Intergovernmental State	$ 79,782	$ -	$ 79,782
Charges for Services	290,246	-	290,246
Interest	31,217	-	31,217
Other Revenues	18,032	-	18,032
Other Fund Transfers	-	31,217	31,217
Net Working Capital	699,160	-	699,160
TOTAL RESOURCES	$ 1,118,437	$ 31,217	$ 1,149,654

Requirements:

Community Services	$625,522	$ -	$ 625,522
Transfers Out	-	$ 31,217	31,217
Reserve for Future Expenditure	492,915	-	492,915
TOTAL REQUIREMENTS	$ 1,118,437	$ 31,217	$ 1,149,654

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

COUNTY SCHOOLS FUND 210

Resources:

Intergovernmental Federal	$ 204,828	$ -	$ 204,828
Intergovernmental State	654,653	-	654,653
Interest	3,617	-	3,617
Net Working Capital	203,992	-	203,992
TOTAL RESOURCES	$ 1,067,090	$ -	$ 1,067,090

Requirements:

Non- Departmental: Special Payments	$ 1,067,090	$ -	$ 1,067,090
TOTAL REQUIREMENTS	$ 1,067,090	$ -	$ 1,067,090

Explanation of Changes: All interest earnings for this fund were determined to be restricted and will therefore remain within the fund. No transfers of interest revenue occur, resulting in no net budgetary impact.

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CRIMINAL JUSTICE ASSESSMENT FUND 185

Resources:

	Budget Committee Approved	Adopted Changes	Board Adopted
Fines and Forfeitures	$ 1,038,231	$ -	$ 1,038,231
Interest	13,269	-	13,269
Net Working Capital	394,672	-	394,672
TOTAL RESOURCES	$ 1,446,172	$ -	$ 1,446,172

Requirements:

Non-Departmental: Materials and Services	$ 450,949	$ -	$ 450,949
Transfers Out	756,744	-	756,744
Contingency	68,943	-	68,943
Unappropriated Ending Fund Balance	169,536	-	169,536
TOTAL REQUIREMENTS	$ 1,446,172	$ -	$ 1,446,172

Explanation of Changes: All interest earnings for this fund were determined to be restricted and will therefore remain within the fund. No transfers of interest revenue occur, resulting in no net budgetary impact.

DEBT SERVICE FUND 410

Resources:

Admin Cost Recovery	$ 6,752,371	$ -	$ 6,752,371
Interest	167,100	-	167,100
General Fund Transfers	3,335,366	-	3,335,366
Other Fund Transfers	2,284,875	-	2,284,875
Net Working Capital	6,502,239	-	6,502,239
TOTAL RESOURCES	$ 19,041,951	$ -	$ 19,041,951

Requirements:

Non-Departmental: Materials and Services	$ 42,296	$ -	$ 42,296
Debt Service	12,086,318	-	12,086,318
Unappropriated Ending Fund Balance	6,913,337	-	6,913,337
TOTAL REQUIREMENTS	$ 19,041,951	$ -	$ 19,041,951

Explanation of Changes: All interest earnings for this fund were determined to be restricted and will therefore remain within the fund. No transfers of interest revenue occur, resulting in no net budgetary impact.

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DISTRICT ATTORNEY GRANTS FUND 300

Resources:

	Budget Committee Approved	Adopted Changes	Board Adopted
Intergovernmental Federal	$ 576,385	$ -	$ 576,385
Intergovernmental State	237,276	-	237,276
Charges for Services	273,781	-	273,781
Interest	3,870	-	3,870
Other Revenues	20,000	-	20,000
General Fund Transfers	178,303	-	178,303
Other Fund Transfers	172,496	-	172,496
Net Working Capital	224,738	-	224,738
TOTAL RESOURCES	$ 1,686,849	$ -	$ 1,686,849

Requirements:

District Attorney's Office	$1,628,336	$ -	$ 1,628,336
Contingency	58,513	-	58,513
TOTAL REQUIREMENTS	$ 1,686,849	$ -	$ 1,686,849

Explanation of Changes: All interest earnings for this fund were determined to be restricted and will therefore remain within the fund. No transfers of interest revenue occur, resulting in no net budgetary impact.

DOG SERVICES FUND 230

Resources:

Licenses and Permits	$ 185,000	$ -	$ 185,000
Charges for Services	84,850	-	84,850
Fines and Forfeitures	10,000	-	10,000
Interest	3,000	-	3,000
Other Revenues	7,800	-	7,800
General Fund Transfers	1,873,931	-	1,873,931
Other Fund Transfers	-	3,000	3,000
Net Working Capital	21,561	-	21,561
TOTAL RESOURCES	$ 2,186,142	$ 3,000	$ 2,189,142

Requirements:

Community Services	$2,186,142	$ -	$ 2,186,142
Transfers Out	-	3,000	3,000
TOTAL REQUIREMENTS	$ 2,186,142	$ 3,000	$ 2,189,142

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

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ENHANCED PUBLIC SAFETY ESSD FUND 245

Resources:

	Budget Committee Approved	Adopted Changes	Board Adopted
Charges for Services	$ 2,163,260	$ -	$ 2,163,260
Interest	3,418	-	3,418
Other Fund Transfers	-	3,418	3,418
Net Working Capital	94,292	-	94,292
TOTAL RESOURCES	$ 2,260,970	$ 3,418	$ 2,264,388

Requirements:

Sheriff's Office	$2,260,970	$ -	$ 2,260,970
Transfers Out	-	3,418	3,418
TOTAL REQUIREMENTS	$ 2,260,970	$ 3,418	$ 2,264,388

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

ENVIRONMENTAL SERVICES FUND 510

Resources:

Taxes	$ 560,000	$ -	$ 560,000
Charges for Services	14,512,907	-	14,512,907
Interest	500,000	-	500,000
Other Revenues	1,000,000	(1,000,000)	-
Other Fund Transfers	-	500,000	500,000
Net Working Capital	23,104,901	1,071,804	24,176,705
TOTAL RESOURCES	$ 39,677,808	$ 571,804	$ 40,249,612

Requirements:

Public Works Department	$22,326,825	$ (2,300,000)	$ 20,026,825
Transfers Out	-	500,000	500,000
Contingency	17,350,983	2,371,804	19,722,787
TOTAL REQUIREMENTS	$ 39,677,808	$ 571,804	$ 40,249,612

Explanation of Changes: Other Revenues decreased by $1,000,000 due to the County no longer anticipating pass-through funding from the Department of Environmental Quality (DEQ) for a contamination reduction program. Net Working Capital increased by $1,071,804 because FY 2025-26 leachate costs were lower than initially anticipated, and Materials and Services decreased by $2,300,000 due to FY 2026-27 leachate costs being lower than originally projected in the Proposed Budget. In addition, unrestricted interest earnings are transferred out to the newly established countywide Interest Investment Fund, with an offsetting transfer in from that fund, resulting in no net budgetary impact.

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FACILITY RENOVATION FUND 455

Resources:

	Budget Committee Approved	Adopted Changes	Board Adopted
Interest	$ 200,000	$ -	$ 200,000
Other Fund Transfers	-	20,000	20,000
Net Working Capital	7,265,085	-	7,265,085
TOTAL RESOURCES	$ 7,465,085	$ 20,000	$ 7,485,085

Requirements:

Non-Departmental: Capital Outlay	$ 5,662,831	$ -	$ 5,662,831
Transfers Out	739,350	20,000	759,350
Reserve for Future Expenditures	1,062,904	-	1,062,904
TOTAL REQUIREMENTS	$ 7,465,085	$ 20,000	$ 7,485,085

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

FLEET MANAGEMENT FUND 595

Resources:

Charges for Services	$ 2,968,719	$ -	$ 2,968,719
General Fund Transfers	12,420.00	-	12,420
Settlements	66,840	-	66,840
Net Working Capital	3,314,120	-	3,314,120
TOTAL RESOURCES	$ 6,362,099	$ -	$ 6,362,099

Requirements:

Public Works Department	$ 2,738,522	$ -	$ 2,738,522
Contingency	630,000	-	630,000
Unappropriated Ending Fund Balance	2,993,577	-	2,993,577
TOTAL REQUIREMENTS	$ 6,362,099	$ -	$ 6,362,099

Explanation of Changes: No interest earnings are associated with this fund; therefore, interest-related adjustments are not applicable.

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HEALTH & HUMAN SERVICES FUND 190

Resources:

	Budget Committee Approved	Adopted Changes	Board Adopted
Intergovernmental Federal	$ 4,645,968	$ -	$ 4,645,968
Intergovernmental State	45,850,029	-	45,850,029
Charges for Services	32,196,930	-	32,196,930
Interest	1,009,978	-	1,009,978
General Fund Transfers	4,149,825	-	4,149,825
Other Fund Transfers	118,826	1,009,978	1,128,804
Settlements	827,265	-	827,265
Net Working Capital	28,761,497	-	28,761,497
TOTAL RESOURCES	$ 117,560,318	$ 1,009,978	$ 118,570,296

Requirements:

Health and Human Services	$96,014,672	$ -	$ 96,014,672
Transfers Out	2,982,421	1,009,978	3,992,399
Contingency	11,722,393	-	11,722,393
Unappropriated Ending Fund Balance	6,840,832	-	6,840,832
TOTAL REQUIREMENTS	$ 117,560,318	$ 1,009,978	$ 118,570,296

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

INMATE WELFARE FUND 290

Resources:

Charges for Services	$ 213,321	$ -	$ 213,321
Interest	12,303	-	12,303
Other Fund Transfers	-	12,303	12,303
Net Working Capital	339,382	-	339,382
TOTAL RESOURCES	$ 565,006	$ 12,303	$ 577,309

Requirements:

Sheriff's Office	$ 351,958	$ -	$ 351,958
Transfers Out	-	12,303	12,303
Contingency	56,501	-	56,501
Unappropriated Ending Fund Balance	156,547	-	156,547
TOTAL REQUIREMENTS	$ 565,006	$ 12,303	$ 577,309

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

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INTEREST INVESTMENT FUND 104

Resources:

	Budget Committee Approved	Adopted Changes	Board Adopted
Transfers In	-	5,652,171	5,652,171
TOTAL RESOURCES	$ -	$ 5,652,171	$ 5,652,171

Requirements:

Transfers Out	-	5,652,171	5,652,171
TOTAL REQUIREMENTS	$ -	$ 5,652,171	$ 5,652,171

Explanation of Changes: This new fund is established in the Adopted Stage to centrally track and manage unrestricted interest earnings countywide. Transfers In reflect the transfer of unrestricted interest revenue earned from various funds into the Interest Investment Fund. Transfers Out reflect the redistribution of those interest earnings back to the originating funds. Total Transfers In equal total Transfers Out, resulting in no net budgetary impact.

JUVENILE GRANTS FUND 125

Resources:

Intergovernmental Federal	$ 286,035	$ -	$ 286,035
Intergovernmental State	1,365,634	-	1,365,634
Charges for Services	3,436,209	-	3,436,209
Interest	13,600	-	13,600
Other Revenues	8,200	-	8,200
Other Fund Transfers	252,248	13,600	265,848
Net Working Capital	1,270,226	-	1,270,226
TOTAL RESOURCES	$ 6,632,152	$ 13,600	$ 6,645,752

Requirements:

Juvenile Department	$5,715,346	$ -	$ 5,715,346
Transfers Out	55,000	13,600	68,600
Contingency	517,049	-	517,049
Reserve for Future Expenditure	344,757	-	344,757
TOTAL REQUIREMENTS	$6,632,152	$ 13,600	$ 6,645,752

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

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LAND USE PLANNING FUND 305

Resources:

	Budget Committee Approved	Adopted Changes	Board Adopted
Charges for Services	$ 390,000	$ -	$ 390,000
Interest	2,220	-	2,220
General Fund Transfers	673,489	-	673,489
Other Fund Transfers	329,500	2,220	331,720
TOTAL RESOURCES	$ 1,395,209	$ 2,220	$ 1,397,429

Requirements:

Public Works Department	$ 1,395,209	$ -	$ 1,395,209
Transfers Out	-	2,220	2,220
TOTAL REQUIREMENTS	$ 1,395,209	$ 2,220	$ 1,397,429

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

LAW LIBRARY FUND 260

Resources:

Charges for Services	$ 373,205	$ -	$ 373,205
Interest	34,196	-	34,196
Other Fund Transfers	-	34,196	34,196
Net Working Capital	964,329	-	964,329
TOTAL RESOURCES	$ 1,371,730	$ 34,196	$ 1,405,926

Requirements:

Legal Department	$401,918	$ -	$ 401,918
Transfers Out	-	34,196	34,196
Contingency	55,000	-	55,000
Unappropriated Ending Fund Balance	914,812	-	914,812
TOTAL REQUIREMENTS	$ 1,371,730	$ 34,196	$ 1,405,926

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

LOTTERY AND ECONOMIC DEVELOPMENT FUND 165

Resources:

Intergovernmental Federal	$ 204,391	$ -	$ 204,391
Intergovernmental State	2,646,000	-	2,646,000
Interest	136,320	-	136,320
Net Working Capital	4,324,351	-	4,324,351
TOTAL RESOURCES	$ 7,311,062	$ -	$ 7,311,062

Requirements:

Community Services	$1,932,083	$ -	$ 1,932,083
Transfers Out	329,500	-	329,500
Reserve for Future Expenditure	5,049,479	-	5,049,479
TOTAL REQUIREMENTS	$ 7,311,062	$ -	$ 7,311,062

Explanation of Changes: All interest earnings for this fund were determined to be restricted and will therefore remain within the fund. No transfers of interest revenue occur, resulting in no net budgetary impact.

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	Budget Committee Approved	Adopted Changes	Board Adopted
NON-DEPARTMENTAL GRANTS FUND 115			
Resources:			
Intergovernmental Federal	$ 109,114	$ -	$ 109,114
Intergovernmental State	1,247,985	-	1,247,985
Interest	6,999	-	6,999
General Fund Transfers	48,302	-	48,302
Other Fund Transfers	-	4,999	4,999
Net Working Capital	10,463,020	-	10,463,020
TOTAL RESOURCES	$ 11,875,420	$ 4,999	$ 11,880,419
Requirements:			
Non-Departmental: Materials and Services	$ 2,765,714	$ -	$ 2,765,714
Capital Outlay	2,421,736		2,421,736
Transfers Out	6,670,835	4,999	6,675,834
Contingency	17,135	-	17,135
TOTAL REQUIREMENTS	$ 11,875,420	$ 4,999	$ 11,880,419

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

PARKS FUND 310			
Resources:			
Intergovernmental Federal	$ 647,500	$ -	$ 647,500
Intergovernmental State	300,000	-	300,000
Charges for Services	107,200	-	107,200
Interest	2,500	-	2,500
General Fund Transfers	361,078	-	361,078
Other Fund Transfers	20,000	2,500	22,500
Net Working Capital	616,704	-	616,704
TOTAL RESOURCES	$ 2,054,982	$ 2,500	$ 2,057,482
Requirements:			
Public Works Department	$1,875,813	$ -	$ 1,875,813
Transfers Out	-	2,500	2,500
Contingency	179,169	-	179,169
TOTAL REQUIREMENTS	$ 2,054,982	$ 2,500	$ 2,057,482

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

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	Budget Committee Approved	Adopted Changes	Board Adopted
PUBLIC SAFETY RADIO 116			
Resources:			
Charges for Services	$ 206,744	$ -	$ 206,744
TOTAL RESOURCES	$ 206,744	$ -	$ 206,744
Explanation of Changes:			
Requirements:			
Non-Departmental: Materials and Services	166,692	-	166,692
Contingency	40,052	-	40,052
TOTAL REQUIREMENTS	$ 206,744	$ -	$ 206,744

Explanation of Changes: No interest earnings are associated with this fund; therefore, interest-related adjustments are not applicable.

	Budget Committee Approved	Adopted Changes	Board Adopted
PUBLIC WORKS FUND 130			
Resources:			
Licenses and Permits	$ 87,000	$ -	$ 87,000
Intergovernmental Federal	19,825,029	-	19,825,029
Intergovernmental State	32,645,835	-	32,645,835
Charges for Services	5,286,067	-	5,286,067
Fines and Forfeitures	1,000	-	1,000
Interest	1,180,000	-	1,180,000
Other Revenues	4,000	-	4,000
General Fund Transfers	296,414	-	296,414
Other Fund Transfers	-	1,132,800	1,132,800
Net Working Capital	39,235,095	-	39,235,095
TOTAL RESOURCES	$ 98,560,440	$ 1,132,800	$ 99,693,240
Requirements:			
Public Works Department	$71,990,356	$ -	$ 71,990,356
Transfers Out	1,000,000	1,132,800	2,132,800
Contingency	5,762,000	-	5,762,000
Unappropriated Ending Fund Balance	19,808,084	-	19,808,084
TOTAL REQUIREMENTS	$ 98,560,440	$ 1,132,800	$ 99,693,240

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

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	Budget Committee Approved	Adopted Changes	Board Adopted
PUBLIC WORKS GRANTS FUND 135			
Resources:			
Intergovernmental Federal	$ 11,148,869	$ -	$ 11,148,869
intergovernmental State	5,000	-	5,000
Interest	5,253,445	-	5,253,445
Other Fund Transfers	-	5,000	5,000
TOTAL RESOURCES	$ 16,407,314	$ 5,000	$ 16,412,314
Requirements:			
Public Works Department	$16,407,314	$ -	$ 16,407,314
Transfers Out	-	5,000	5,000
TOTAL REQUIREMENTS	$ 16,407,314	$ 5,000	$ 16,412,314

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

RAINY DAY FUND 381			
Resources:			
Interest	$ 83,947	$ -	$ 83,947
Net Working Capital	2,620,023	-	2,620,023
TOTAL RESOURCES	$ 2,703,970	$ -	$ 2,703,970
Requirements:			
Reserve for Future Expenditures	$ 2,703,970	$ -	$ 2,703,970
TOTAL REQUIREMENTS	$ 2,703,970	$ -	$ 2,703,970

Explanation of Changes: All interest earnings for this fund were determined to be restricted and will therefore remain within the fund. No transfers of interest revenue occur, resulting in no net budgetary impact.

SELF INSURANCE FUND 585			
Resources:			
Charges for Services	$ 40,949,687	$ -	$ 40,949,687
Interest	321,674	-	321,674
Other Fund Transfers	-	321,674	321,674
Settlements	50,000	-	50,000
Net Working Capital	11,251,780	-	11,251,780
TOTAL RESOURCES	$ 52,573,141	$ 321,674	$ 52,894,815
Requirements:			
Non-Departmental: Materials and Services	$ 41,265,917	$ -	$ 41,265,917
Transfers Out	-	321,674	321,674
Contingency	5,457,250	-	5,457,250
Reserve for Future Expenditures	2,378,000	-	2,378,000
Unappropriated Ending Fund Balance	3,471,974	-	3,471,974
TOTAL REQUIREMENTS	$ 52,573,141	$ 321,674	$ 52,894,815

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

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	Budget Committee Approved	Adopted Changes	Board Adopted
SHERIFF GRANTS FUND 250			
Resources:			
Licenses and Permits	$ 26,472	$ -	$ 26,472
Intergovernmental Federal	411,377	-	411,377
Intergovernmental State	450,854	-	450,854
Charges for Services	1,771,929	-	1,771,929
Interest	528	-	528
Other Revenues	20,000	-	20,000
Other Fund Transfers	1,126,068	528	1,126,596
Net Working Capital	1,261,384	-	1,261,384
TOTAL RESOURCES	$ 5,068,612	$ 528	$ 5,069,140
Requirements:			
Sheriff's Office	$3,963,191	$ -	$ 3,963,191
Transfers Out	-	528	528
Contingency	499,594	-	499,594
Unappropriated Ending Fund Balance	605,827	-	605,827
TOTAL REQUIREMENTS	$ 5,068,612	$ 528	$ 5,069,140

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

STORMWATER MANAGEMENT FUND 515			
Resources:			
Charges for Services	$ 931,674	$ -	$ 931,674
Interest	30,000	-	30,000
Other Fund Transfers	-	30,000	30,000
Net Working Capital	1,175,399	-	1,175,399
TOTAL RESOURCES	$ 2,137,073	$ 30,000	$ 2,167,073
Requirements:			
Public Works Department	$1,710,229	$ -	$ 1,710,229
Transfers Out	-	30,000	30,000
Contingency	200,000	-	200,000
Unappropriated Ending Fund Balance	226,844	-	226,844
TOTAL REQUIREMENTS	$ 2,137,073	$ 30,000	$ 2,167,073

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

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	Budget Committee Approved	Adopted Changes	Board Adopted
SURVEYOR FUND 320			
Resources:			
Charges for Services	$ 697,777	$ -	$ 697,777
Interest	95,000	-	95,000
General Fund Transfers	140,342	-	140,342
Net Working Capital	2,874,608	-	2,874,608
TOTAL RESOURCES	$ 3,807,727	$ -	$ 3,807,727
Requirements:			
Public Works Department	$1,502,902	$ -	$ 1,502,902
Contingency	207,000	-	207,000
Unappropriated Ending Fund Balance	2,097,825	-	2,097,825
TOTAL REQUIREMENTS	$ 3,807,727	$ -	$ 3,807,727

Explanation of Changes: All interest earnings for this fund were determined to be restricted and will therefore remain within the fund. No transfers of interest revenue occur, resulting in no net budgetary impact.

TAX TITLE LAND SALES FUND 155			
Resources:			
Charges for Services	$ 400,000	$ -	$ 400,000
Interest	45,000	-	45,000
Other Revenues	130,000	-	130,000
Net Working Capital	1,658,511	-	1,658,511
TOTAL RESOURCES	$ 2,233,511	$ -	$ 2,233,511
Requirements:			
Non-Departmental: Materials and Services	$ 168,201	$ -	$ 168,201
Capital Outlay	$ 25,000	-	25,000
Special Payments	1,432,109	-	1,432,109
Transfers Out	120,000	-	120,000
Contingency	200,000	-	200,000
Reserve for Future Expenditures	288,201	-	288,201
TOTAL REQUIREMENTS	$ 2,233,511	$ -	$ 2,233,511

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

MARION COUNTY FY 2026-27 BUDGET
BOARD RESOLUTION FOR CHANGES FROM APPROVED TO ADOPTED STAGE

Attachment 1 of 2 to Resolution No._____
June 17, 2026

	Budget Committee Approved	Adopted Changes	Board Adopted
TRAFFIC SAFETY FUND 255			
Resources:			
Intergovernmental Federal	$ 15,000	$ -	$ 15,000
Fines and Forfeitures	2,110,523	-	2,110,523
Interest	37,755	-	37,755
Other Fund Transfers	-	37,755	37,755
Net Working Capital	1,041,522	-	1,041,522
TOTAL RESOURCES	$ 3,204,800	$ 37,755	$ 3,242,555
Requirements:			
Sheriff's Office	$2,978,388	$ -	$ 2,978,388
Transfers Out	-	37,755	37,755
Contingency	226,412	-	226,412
TOTAL REQUIREMENTS	$ 3,204,800	$ 37,755	$ 3,242,555

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

TOTAL ALL FUNDS			
Resources:	$ 676,116,178	$ 11,376,146	$ 687,492,324
Requirements:			
Appropriations	$ 598,347,157	$ 11,376,146	$ 609,723,303
Reserve for Future Expenditures	25,022,263	-	25,022,263
Unappropriated Ending Fund Balance	52,746,758	-	52,746,758
TOTAL REQUIREMENTS	$ 676,116,178	$ 11,376,146	$ 687,492,324

MARION COUNTY FY 2026-27 BUDGET
BOARD RESOLUTION ADOPTING BUDGET AND IMPOSING TAX

Attachment 2 of 2 to Resolution No._____
June 17, 2026

	Appropriated Budget July 1, 2026	Unappropriated Budget July 1, 2026	Fund Total July 1, 2026
GENERAL FUND			
Assessor's Office	$ 9,805,368		
County Clerk's Office	4,117,386		
Community Services	1,325,397		
District Attorney's Office	15,480,768		
Justice Court	1,834,945		
Juvenile	18,797,800		
Sheriff's Office	65,148,181		
Non Departmental:			
Materials and Services	7,636,984		
Transfers Out	16,061,454		
Contingency	1,552,268		
Unappropriated Ending Fund Balance		6,350,267	
Total	$ 141,760,551	$ 6,350,267	$ 148,110,818
AMERICAN RESCUE PLAN FUND			
Non-Departmental: Materials and Services	1,612,577		
Total	$ 1,612,577	$ -	$ 1,612,577
BUILDING INSPECTION FUND			
Public Works	9,094,907		
Transfers Out	955,000		
Contingency	1,300,000		
Unappropriated Ending Fund Balance		2,197,296	
Total	$ 11,349,907	$ 2,197,296	$ 13,547,203
CAPITAL IMPROVEMENT PROJECTS FUND			
Non-Departmental: Capital Outlay	7,275,976		
Transfers Out	250,000		
Contingency	300,000		
Reserve for Future Expenditure		852,566	
Total	$ 7,825,976	$ 852,566	$ 8,678,542

MARION COUNTY FY 2026-27 BUDGET
BOARD RESOLUTION ADOPTING BUDGET AND IMPOSING TAX

Attachment 2 of 2 to Resolution No._____

June 17, 2026

	Appropriated Budget July 1, 2026	Unappropriated Budget July 1, 2026	Fund Total July 1, 2026
CENTRAL SERVICES FUND			
Board of Commissioners Office	4,909,129		
Business Services	8,894,463		
Finance	5,955,697		
Human Resources	4,652,052		
Information Technology	13,710,448		
Legal	2,640,070		
Non-Departmental: Materials and Services	2,772,830		
Total	$ 43,534,689	$ -	$ 43,534,689
CHILD SUPPORT FUND			
District Attorney's Office	2,292,201		
Total	$ 2,292,201	$ -	$ 2,292,201
COMMUNITY CORRECTIONS FUND			
Sheriff's Office	16,074,610		
Transfers Out	4,311,428		
Contingency	554,018		
Total	$ 20,940,056	$ -	$ 20,940,056
COMMUNITY DEVELOPMENT FUND			
Community Services	2,411,497		
Transfers Out	27,516		
Reserve for Future Expenditure		1,702,432	
Total	$ 2,439,013	$ 1,702,432	$ 4,141,445
COMMUNITY SERVICES GRANTS FUND			
Community Services	7,416,732		
Reserve for Future Expenditure		10,147,039	
Total	$ 7,416,732	$ 10,147,039	$ 17,563,771
COUNTY CLERK RECORDS FUND			
Clerk's Office	197,845		
Transfers Out	2,200		
Total	$ 200,045	$ -	$ 200,045

MARION COUNTY FY 2026-27 BUDGET
BOARD RESOLUTION ADOPTING BUDGET AND IMPOSING TAX

Attachment 2 of 2 to Resolution No._____
June 17, 2026

	Appropriated Budget July 1, 2026	Unappropriated Budget July 1, 2026	Fund Total July 1, 2026
COUNTY FAIR FUND			
Community Services	625,522		
Transfers Out	31,217		
Reserve for Future Expenditure		492,915	
Total	$ 656,739	$ 492,915	$ 1,149,654
COUNTY SCHOOLS FUND			
Non-Departmental: Special Payments	1,067,090		
Total	$ 1,067,090	$ -	$ 1,067,090
CRIMINAL JUSTICE ASSESSMENT FUND			
Non-Departmental: Materials and Services	450,949		
Transfers Out	756,744		
Contingency	68,943		
Unappropriated Ending Fund Balance	-	169,536	
Total	$ 1,276,636	$ 169,536	$ 1,446,172
DEBT SERVICE FUND			
Non-Departmental: Materials and Services	42,296		
Debt Service	12,086,318		
Unappropriated Ending Fund Balance		6,913,337	
Total	$ 12,128,614	$ 6,913,337	$ 19,041,951
DISTRICT ATTORNEY GRANTS FUND			
District Attorney's Office	1,628,336		
Contingency	58,513		
Total	$ 1,686,849	$ -	$ 1,686,849
DOG SERVICES FUND			
Community Services	2,186,142		
Transfers Out	3,000		
Total	$ 2,189,142	$ -	$ 2,189,142
ENHANCED PUBLIC SAFETY ESSD FUND			
Sheriff's Office	2,260,970		
Transfers Out	3,418		
Total	$ 2,264,388	$ -	$ 2,264,388

MARION COUNTY FY 2026-27 BUDGET
BOARD RESOLUTION ADOPTING BUDGET AND IMPOSING TAX

Attachment 2 of 2 to Resolution No._____
June 17, 2026

	Appropriated Budget July 1, 2026	Unappropriated Budget July 1, 2026	Fund Total July 1, 2026
ENVIRONMENTAL SERVICES FUND			
Public Works	20,026,825		
Transfers Out	500,000		
Contingency	19,722,787		
Total	$ 40,249,612	$ -	$ 40,249,612
FACILITY RENOVATION FUND			
Non-Departmental: Capital Outlay	5,662,831		
Transfers Out	759,350		
Reserve for Future Expenditure		1,062,904	
Total	$ 6,422,181	$ 1,062,904	$ 7,485,085
FLEET MANAGEMENT FUND			
Public Works	2,738,522		
Contingency	630,000		
Unappropriated Ending Fund Balance		2,993,577	
Total	$ 3,368,522	$ 2,993,577	$ 6,362,099
HEALTH AND HUMAN SERVICES FUND			
Health and Human Services	96,014,672		
Transfers Out	3,992,399		
Contingency	11,722,393		
Unappropriated Ending Fund Balance		6,840,832	
Total	$ 111,729,464	$ 6,840,832	$ 118,570,296
INMATE WELFARE FUND			
Sheriff's Office	351,958		
Transfers Out	12,303		
Contingency	56,501		
Unappropriated Ending Fund Balance		156,547	
Total	$ 420,762	$ 156,547	$ 577,309
INTEREST INVESTMENT FUND			
Transfers Out	5,652,171		
Total	$ 5,652,171	$ -	$ 5,652,171

Attachment 2 of 2 to Resolution No._____
June 17, 2026

	Appropriated Budget July 1, 2026	Unappropriated Budget July 1, 2026	Fund Total July 1, 2026
JUVENILE GRANTS FUND			
Juvenile	5,715,346		
Transfers Out	68,600		
Contingency	517,049		
Reserve for Future Expenditure		344,757	
Total	$ 6,300,995	$ 344,757	$ 6,645,752
LAND USE PLANNING FUND			
Public Works	1,395,209		
Transfers Out	2,220		
Total	$ 1,397,429	$ -	$ 1,397,429
LAW LIBRARY FUND			
Legal	401,918		
Transfers Out	34,196		
Contingency	55,000		
Unappropriated Ending Fund Balance		914,812	
Total	$ 491,114	$ 914,812	$ 1,405,926
LOTTERY AND ECONOMIC DEVELOPMENT FUND			
Community Services	1,932,083		
Transfers Out	329,500		
Reserve for Future Expenditure		5,049,479	
Total	$ 2,261,583	$ 5,049,479	$ 7,311,062
NON-DEPARTMENTAL GRANTS FUND			
Non-Departmental: Materials and Services	2,765,714		
Capital Outlay	2,421,736		
Transfers Out	6,675,834		
Contingency	17,135		
Total	$ 11,880,419	$ -	$ 11,880,419
PARKS FUND			
Public Works	1,875,813		
Transfers Out	2,500		
Contingency	179,169		
Total	$ 2,057,482	$ -	$ 2,057,482

MARION COUNTY FY 2026-27 BUDGET
BOARD RESOLUTION ADOPTING BUDGET AND IMPOSING TAX

Attachment 2 of 2 to Resolution No._____
June 17, 2026

	Appropriated Budget July 1, 2026	Unappropriated Budget July 1, 2026	Fund Total July 1, 2026
PUBLIC SAFETY RADIO			
Non-Departmental: Materials and Services	166,692		
Contingency	40,052		
Total	$ 206,744	$ -	$ 206,744
PUBLIC WORKS FUND			
Public Works	71,990,356		
Transfers Out	2,132,800		
Contingency	5,762,000		
Unappropriated Ending Fund Balance		19,808,084	
Total	$ 79,885,156	$ 19,808,084	$ 99,693,240
PUBLIC WORKS GRANT FUND			
Public Works	16,407,314		
Transfers Out	5,000		
Total	$ 16,412,314	$ -	$ 16,412,314
RAINY DAY FUND			
Reserve for Future Expenditures		2,703,970	
Total	$ -	$ 2,703,970	$ 2,703,970
SELF-INSURANCE FUND			
Non-Departmental: Materials and Services	41,265,917		
Transfers Out	321,674		
Contingency	5,457,250		
Reserve for Future Expenditures		2,378,000	
Unappropriated Ending Fund Balance		3,471,974	
Total	$ 47,044,841	$ 5,849,974	$ 52,894,815
SHERIFF GRANTS FUND			
Sheriff's Office	3,963,191		
Transfers Out	528		
Contingency	499,594		
Unappropriated Ending Fund Balance		605,827	
Total	$ 4,463,313	$ 605,827	$ 5,069,140

MARION COUNTY FY 2026-27 BUDGET
BOARD RESOLUTION ADOPTING BUDGET AND IMPOSING TAX

Attachment 2 of 2 to Resolution No._____
June 17, 2026

	Appropriated Budget July 1, 2026	Unappropriated Budget July 1, 2026	Fund Total July 1, 2026
STORMWATER MANAGEMENT			
Public Works	1,710,229		
Transfers Out	30,000		
Contingency	200,000		
Unappropriated Ending Fund Balance		226,844	
Total	$ 1,940,229	$ 226,844	$ 2,167,073
SURVEYOR FUND			
Public Works	1,502,902		
Contingency	207,000		
Unappropriated Ending Fund Balance		2,097,825	
Total	$ 1,709,902	$ 2,097,825	$ 3,807,727
TAX TITLE LAND SALES FUND			
Non-Departmental: Materials and Services	168,201		
Capital Outlay	25,000		
Special Payments	1,432,109		
Transfers Out	120,000		
Contingency	200,000		
Reserve for Future Expenditures		288,201	
Total	$ 1,945,310	$ 288,201	$ 2,233,511
TRAFFIC SAFETY TEAM FUND			
Sheriff's Office	2,978,388		
Transfers Out	37,755		
Contingency	226,412		
Total	$ 3,242,555	$ -	$ 3,242,555
TOTAL ALL FUNDS			
Total Appropriations, All Funds	609,723,303		
Total Unappropriated and Reserve Amounts, All Funds		77,769,021	
Total Budget			687,492,324
Total	$ 609,723,303	$ 77,769,021	$ 687,492,324

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 06/17/2026

Department: Finance

Title: FY 2025-26 Second Supplemental Budget

Management Update/Work Session Date: 06/09/2026 **Audio/Visual aids** ☐

Time Required: 15 **Contact:** Jeff White **Phone:** 503-373-4433

Requested Action: To approve FY 2025-26 Second Supplemental Budget.

Issue, Description & Background: All supplemental budgets must be adopted by the Board of Commissioners during a Board Session.

Financial Impacts: Increase of Marion County's FY 2025-26 budget by $4,472,980 to a revised total of $791,721,101.

Impacts to Department & External Agencies: Some departments and funds require additional budget authority .

List of attachments: Resolution and Supplemental Budget

Presenter: Daniel Adatto, Budget Manager

Department Head Signature: Jeff D White

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the Matter of the Second)
Supplemental Budget for)
Fiscal Year 2025-26)

RESOLUTION No. _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on June 17, 2026, to consider adopting the second supplemental budget and make appropriations for fiscal year 2025-2026.

WHEREAS, county departments have requested budget adjustments due to unforeseen circumstances as described in the explanation attached hereto and by this reference made a part hereof; and

WHEREAS, the Marion County Budget Officer has reviewed the requests of the departments and recommends a second supplemental budget increase of $4,472,980 for fiscal year 2025-2026 to the board; and

WHEREAS, the county has published information about the second supplemental budget and notice of the public hearing on the budget as required by local budget law in the Woodburn Independent on June 10th, 2026; and

WHEREAS, the second supplemental budget document was available for public inspection beginning June 10th, 2026, and the board held the duly noticed public hearing on June 17th, 2026; now, therefore

IT IS HEREBY RESOLVED, that for the fiscal year beginning July 1, 2025, the second supplemental budget increase of $4,472,980 is approved for the purposes shown in the attached schedule, for a total appropriation of $691,725,102, bringing the total budget for the fiscal year 2025-26 to $791,721,101.

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

MARION COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
Commissioner

_____
Commissioner

Marion County
Second Supplemental Budget for
Fiscal Year 2025-26
June 17, 2026

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Marion County
Second Supplemental Budget for
Fiscal Year 2025-26
June 17, 2026

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Marion County
Second Supplemental Budget for
Fiscal Year 2025-26
June 17, 2026

EXECUTIVE SUMMARY

According to Oregon Local Budget Law, Marion County, under certain circumstances, may make a supplemental budget for the fiscal year for which the regular budget has been prepared. Generally, these circumstances involve unanticipated resources or occurrences that require additional appropriation authority.

The board resolution authorizes the following specific amendments to the budget to be adopted on June 17, 2026, for the fiscal year beginning July 1, 2025, and ending June 30, 2026. The following proposed supplemental budget amendment increases the FY 2025-26 budget per the table below:

	FY 2025-26 Revised Budget	2nd Supplemental Changes	FY 2025-26 Amended Budget
Total Budget	$787,248,121	$4,472,980	$791,721,101
Appropriations Only	$687,295,726	$4,429,376	$691,725,102
FTE	1,626.11	-5.95	1620.16

Full Time Equivalent Summary

The following proposed supplemental budget amendment includes a net reduction of **5.95 FTE**:

- **District Attorney's Office (Decreased 1.00 FTE):**
  - District Attorney Grants Fund
    - -1.00 FTE – The decrease is for 1.00 Deputy District Attorney 2.
- **Health and Human Services Department (Decreased 3.20 FTE):**
  - Health and Human Services Fund
    - -3.20 FTE – The decrease is for Office Specialist 3(Communicable Disease Control) 1.00 FTE, Behavioral Health Aide (Addiction Treatment Svcs) 1.00 FTE, Health Educator 2 (Bilingual)(Communicable Disease Control) 1.00 FTE, Program Coordinator 2(Residential and Support Svcs) 1.00 FTE with offsetting increase Public Health Worker 2 0.20 FTE, Mental Health Assoc (Bilingual) 0.50 FTE, Program Coordinator 0.10 FTE.
- **Information Technology Department (Decreased 1.00 FTE):**
  - Central Services Fund
    - -1.00 FTE – The decrease is for 1.00 Programmer Analyst 1.
- **Juvenile (Decreased 0.75 FTE):**
  - Juvenile Grants Fund
    - -0.75 FTE – The decrease is due to elimination of 1.0 FTE Family Intervention Therapist Position in the Juvenile Counseling Program and reallocation of associated Title IV-E resources to cover personnel costs in other programs, and an increase from .25 to .50 FTE for one Group Worker 2 position in the Guaranteed Attendance Program (GAP).

Capital Improvement Projects

Capital projects increased by $4,425,689 for the FY 2025-26 2nd supplemental budget and are detailed in Appendix A.

Other Key Supplemental Changes

Other key supplemental budget changes are as follows:

- The budgets of 25 funds are modified.
- The **Central Services Fund** had changes within departmental appropriation categories with zero net impact and is therefore not presented in fund detail section:
    - Finance Department – Personnel Services of $77,000 was reallocated to Materials and Services primarily for contracted staffing due to position vacancies.

Public Notice

A notice of the date and time of a public hearing on the proposed supplemental budget has been published in a local newspaper in accordance with local budget law. This law also requires that funds with changes in expenditure of 10% or more or when a new appropriation category is added be disclosed in the same public notice.

The following funds had adjustments of 10% or more:

- Sheriff Grants
- Tax Title Land Sales

The following funds had new appropriation categories:

- Community Services Grants
- Dog Services
- Fleet Management
- Non-Departmental Grants
- Self-Insurance
- Stormwater Management

Marion County
Second Supplemental Budget for
Fiscal Year 2025-26
June 17, 2026

Total of Budget Change Requests by Fund

Department	Fund Name	Revised Budget October 29, 2025	2nd Supplemental Increase/ (Decrease)	Revised Budget June 17, 2026
Operations				
Various	General	$ 149,274,157	$ -	$ 149,274,157
Various	Central Services	42,324,085	-	42,324,085
Clerk's Office	County Clerk Records	198,757	-	198,757
Community Services	Community Services Grants	18,841,715	-	18,841,715
Community Services	Lottery and Economic Dev	8,405,534	-	8,405,534
Community Services	Community Development	6,487,985	-	6,487,985
Community Services	Dog Services	2,106,710	-	2,106,710
Community Services	County Fair	1,287,815	-	1,287,815
District Attorney's Office	Child Support	2,412,188	-	2,412,188
District Attorney's Office	District Attorney Grants	1,881,139	2,880	1,884,019
Health and Human Services	Health and Human Services	123,783,707	544,209	124,327,916
Juvenile	Juvenile Grants	6,280,940	-	6,280,940
Legal	Law Library	1,329,968	-	1,329,968
Public Works	Public Works	104,094,946	203,750	104,298,696
Public Works	Public Works Grants	72,037,123	2,169,307	74,206,430
Public Works	Land Use Planning	1,255,423	30,000	1,285,423
Public Works	Parks	3,091,618	-	3,091,618
Public Works	Surveyor	4,264,259	-	4,264,259
Public Works	Building Inspection	15,959,255	-	15,959,255
Public Works	Environmental Services	40,830,415	-	40,830,415
Public Works	Stormwater Management	2,427,985	-	2,427,985
Public Works	Fleet Management	6,569,917	241,508	6,811,425
Sheriff's Office	Community Corrections	20,683,179	93,331	20,776,510
Sheriff's Office	Enhanced Public Safety ESSD	2,400,005	-	2,400,005
Sheriff's Office	Sheriff Grants	5,449,836	516,859	5,966,695
Sheriff's Office	Traffic Safety Team	3,301,363	2,252	3,303,615
Sheriff's Office	Inmate Welfare	730,723	-	730,723
Total Operations		**647,710,747**	**3,804,096**	**651,514,843**
Non-Departmental				
Non-Departmental	American Rescue Plan	4,327,504	-	4,327,504
Non-Departmental	Non-Departmental Grants	20,583,308	-	20,583,308
Non-Departmental	Tax Title Land Sales	1,966,606	860,000	2,826,606
Non-Departmental	Criminal Justice Assessment	1,550,534	-	1,550,534
Non-Departmental	County Schools	586,825	-	586,825
Non-Departmental	Rainy Day	2,611,395	-	2,611,395
Non-Departmental	Debt Service	17,127,594	-	17,127,594
Non-Departmental	Self Insurance	53,717,429	-	53,717,429
Total Non-Departmental		**102,471,195**	**860,000**	**103,331,195**
Capital				
Capital	Facility Renovation	20,060,162	-	20,060,162
Capital	Capital Improvement Projects	17,006,017	(191,116)	16,814,901
Total Capital		**37,066,179**	**(191,116)**	**36,875,063**
Total Budget		**$ 787,248,121**	**$ 4,472,980**	**$ 791,721,101**

MARION COUNTY
Fiscal Year 2025-26 Second Supplemental Budget
June 17, 2026

OPERATIONS

GENERAL FUND 100

Resources:

	Revised Budget October 29, 2025	2nd Supplemental Changes	Revised Budget June 17, 2026
Taxes	$ 100,556,121	$ -	$ 100,556,121
Licenses and Permits	63,582	-	63,582
Intergovernmental Federal	1,403,669	-	1,403,669
Intergovernmental State	3,960,204	-	3,960,204
Charges for Services	4,729,772	-	4,729,772
Fines and Forfeitures	187,867	-	187,867
Interest	3,366,473	-	3,366,473
Other Revenues	50,388	-	50,388
Other Fund Transfers	6,311,769	-	6,311,769
Net Working Capital	28,644,312	-	28,644,312
TOTAL RESOURCES	$ 149,274,157	$ -	$ 149,274,157

Requirements:

Assessor's Office	$ 9,564,453	$ -	$ 9,564,453
Clerk's Office	4,153,176	-	4,153,176
Community Services Department	1,227,071	-	1,227,071
District Attorney's Office	14,776,616	-	14,776,616
Justice Court	1,480,565	-	1,480,565
Juvenile Department	18,101,282	-	18,101,282
Sheriff's Office	62,449,962	245,456	62,695,418
Non-Departmental			
Materials and Services	7,039,230	-	7,039,230
Transfers Out	14,383,641	(148,596)	14,235,045
Contingency	4,425,715	(96,860)	4,328,855
Unappropriated Ending Fund Balance	11,672,446	-	11,672,446
TOTAL REQUIREMENTS	$ 149,274,157	$ -	$ 149,274,157

Resources/Requirements:

Sheriff's Office: The total increase of $245,456 was for the Mobile Data Terminal (MDT) project to replace mobile computers in various Sheriff vehicles. In addition, $400,000 of vacancy savings was moved to Materials and Services to cover jail medical services, hospital care, and x-ray costs.

Non Departmental: Transfers out decreased a net total of $148,396 for the following: an increase of $51,404 to the Fleet Management Fund to replace three vehicles that were totaled in accidents, $50,000 to the Land Use Planning Fund to offset a reduction in Land Use Planning fees, offset by a decrease of $250,000 to the Capital Improvement Projects Fund due to project modifications.

Contingency decreased to balance the Fund.

CLERK'S OFFICE

COUNTY CLERK RECORDS FUND 120

Resources:

Charges for Services	$ 80,000	$ -	$ 80,000
Interest	2,200	-	2,200
General Fund Transfers	57,433	-	57,433
Net Working Capital	59,124	-	59,124
TOTAL RESOURCES	$ 198,757	$ -	$ 198,757

Requirements:

Clerk's Office			
Personnel Services	$ 128,881	$ 4,000	$ 132,881
Materials and Services	69,876	(4,000)	65,876
TOTAL REQUIREMENTS	$ 198,757	$ -	$ 198,757

Resources/Requirements : Personnel Services increased due to a market review for the Records Coordinator. Materials and Services decreased for the increase needed in Personnel Services.

COMMUNITY SERVICES

COMMUNITY SERVICES GRANTS FUND 160

Resources:

	Revised Budget October 29, 2025	2nd Supplemental Changes	Revised Budget June 17, 2026
Intergovernmental Federal	$ 18,647,382	$ (1,500,000)	$ 17,147,382
Other Fund Transfers	175,400	1,500,000	1,675,400
Net Working Capital	18,933	-	18,933
TOTAL RESOURCES	$ 18,841,715	$ -	$ 18,841,715

Requirements:

Community Services			
Materials and Services	$ 5,600,082	$ (1,160)	$ 5,598,922
Transfers Out	-	1,160	1,160
Contingency	159,000	-	159,000
Reserve for Future Expenditure	13,082,633	-	13,082,633
TOTAL REQUIREMENTS	$ 18,841,715	$ -	$ 18,841,715

Resources: Intergovernmental Federal funding decreased in the ARPA Detroit Marinas project by $1,500,000 to reflect the reallocation of ARPA funds from the Detroit Marinas project to the ARPA Radio Communications project in Public Works. A corresponding Other Fund Transfers from the Public Works Grants Fund increased by $1,500,000 to reflect the transfer of freed-up General Funds for Detroit Marinas project costs.

Requirements: Transfers Out increased to transfer the remaining Reentry Initiative program funds to the Community Corrections Fund.

DOG SERVICES FUND 230

Resources:

Licenses and Permits	$ 185,000	$ -	$ 185,000
Charges for Services	84,850	-	84,850
Fines and Forfeitures	10,000	-	10,000
Interest	3,000	-	3,000
Other Revenues	7,800	-	7,800
General Fund Transfers	1,791,823	-	1,791,823
Net Working Capital	24,237	-	24,237
TOTAL RESOURCES	$ 2,106,710	$ -	$ 2,106,710

Requirements:

Community Services			
Personnel Services	$ 1,492,982	$ -	$ 1,492,982
Materials and Services	613,728	(6,347)	607,381
Capital	-	6,347	6,347
TOTAL REQUIREMENTS	$ 2,106,710	$ -	$ 2,106,710

Resources/Requirements: Reallocated $6,347 from Materials and Services to Capital Outlay for the Dog Services Dish Sanitizer Replacement project.

DISTRICT ATTORNEY'S OFFICE

DISTRICT ATTORNEY GRANTS FUND 300

Resources:

	Revised Budget October 29, 2025	2nd Supplemental Changes	Revised Budget June 17, 2026
Intergovernmental Federal	$ 608,353	$ -	$ 608,353
Intergovernmental State	190,660	-	190,660
Charges for Services	257,684	2,880	260,564
Interest	3,870	-	3,870
Other Revenues	20,000	-	20,000
General Fund Transfers	165,800	-	165,800
Other Fund Transfers	349,879	-	349,879
Net Working Capital	284,893	-	284,893
TOTAL RESOURCES	$ 1,881,139	$ 2,880	$ 1,884,019

Requirements:

District Attorney's Office			
Personnel Services	$ 1,194,281	$ 2,880	$ 1,197,161
Materials and Services	628,345	-	628,345
Contingency	58,513	-	58,513
TOTAL REQUIREMENTS	$ 1,881,139	$ 2,880	$ 1,884,019

FTE Changes: FTE decreased by 1.00 for a Deputy District Attorney 2.

Resources/Requirements: Resources increased by $517 for SB 416 and $163 for Aid & Assist through Memoranda of Understanding with the Sheriff's Office and Health & Human Services, respectively, with Aid & Assist receiving an additional $2,200 from the General Fund. Requirements increased accordingly in Personnel Services to cover personnel costs.

HEALTH AND HUMAN SERVICES

HEALTH & HUMAN SERVICES FUND 190

Resources:

	Revised Budget October 29, 2025	2nd Supplemental Changes	Revised Budget June 17, 2026
Intergovernmental Federal	$ 5,221,805	$ 75,516	$ 5,297,321
Intergovernmental State	46,473,320	272,482	46,745,802
Intergovernmental Local	430,805	-	430,805
Charges for Services	37,112,103	175,856	37,287,959
Interest	891,991	-	891,991
Other Revenues	500	-	500
General Fund Transfers	4,032,064	-	4,032,064
Other Fund Transfers	120,283	20,355	140,638
Settlements	897,441	-	897,441
Net Working Capital	28,603,395	-	28,603,395
TOTAL RESOURCES	$ 123,783,707	$ 544,209	$ 124,327,916

Requirements:

Health and Human Services			
Personnel Services	$ 67,759,167	$ -	$ 67,759,167
Materials and Services	31,793,052	(71,670)	31,721,382
Transfers Out	5,395,353	58,884	5,454,237
Contingency	12,363,683	-	12,363,683
Unappropriated Ending Fund Balance	6,472,452	556,995	7,029,447
TOTAL REQUIREMENTS	$ 123,783,707	$ 544,209	$ 124,327,916

FTE Changes: Overall FTE decreased by 3.20 for: Office Specialist 3(Communicable Disease Control) 1.00 FTE, Behavioral Health Aide (Addiction Treatment Svcs) 1.00 FTE, Health Educator 2 (Bilingual)(Communicable Disease Control) 1.00 FTE, Program Coordinator 2(Residential and Support Svcs) 1.00 FTE with offsetting increase Public Health Worker 2 0.20 FTE, Mental Health Assoc (Bilingual) 0.50 FTE, Program Coordinator 0.10 FTE.

Resources: Intergovernmental Federal increased by $75,516, due to the restoration of COVID funds of $173,934, partially offset by a decrease of $98,418 for Alcohol and Drug Prevention to match the budget to half of the total award for this biennium. Intergovernmental State increased by $272,482 due to an increase in funding for Aid & Assist of $287,071, partially offset by a decrease of $14,589 for Alcohol and Drug Prevention to match the budget half of the total award for this biennium. Charges for services increased due to additional $165,371 in grants for the Health Related Social Needs program and a $100,000 Community Impact grant for Our Place. These increases were partially offset by decreases of $48,399 in Quality Improvement Measure (QIM) funds and $41,116 in Coordinated Care Fee-for-Service revenue. Other fund transfers increased by $20,355 as a result of an unplanned transfer from Fleet, after a vehicle that had been prepaid was ultimately no longer needed.

Requirements: Materials and Services decreased by $71,670 due to a decrease of $100,240 under Alcohol and Drug Prevention associated with the corresponding decrease in revenue, partially offset by an increase of $28,570 in miscellaneous materials and services related to the restoration of COVID funds. Transfers out increased by $58,884 to pay for a new Capital Improvement Project for a conference room AV system replacement at MCHHS's Silverton Road location. Ending fund balance increased by $556,995 as a result of the increase in revenues and decrease in materials and services expenditures leading to additional remaining funds at fiscal year-end.

JUVENILE DEPARTMENT

JUVENILE GRANTS FUND 125

Resources:

	Revised Budget October 29, 2025	2nd Supplemental Changes	Revised Budget June 17, 2026
Intergovernmental Federal	$ 204,000	$ -	$ 204,000
Intergovernmental State	1,387,154	-	1,387,154
Charges for Services	3,169,738	-	3,169,738
Interest	16,200	-	16,200
Other Revenues	8,200	-	8,200
Other Fund Transfers	249,367	-	249,367
Net Working Capital	1,246,281	-	1,246,281
TOTAL RESOURCES	$ 6,280,940	$ -	$ 6,280,940

Requirements:

Juvenile Department			
Personnel Services	$ 4,236,550	$ -	$ 4,236,550
Materials and Services	1,134,021	-	1,134,021
Capital Outlay	18,747	2,850	21,597
Transfers Out	76,881	-	76,881
Contingency	498,468	(2,850)	495,618
Reserve for Future Expenditure	316,273	-	316,273
TOTAL REQUIREMENTS	$ 6,280,940	$ -	$ 6,280,940

FTE Changes : There is a net decrease of .75 FTE due to elimination of 1.0 FTE Family Intervention Therapist Position in the Juvenile Counseling Program and reallocation of associated Title IV-E resources to cover personnel costs in other programs, and an increase from .25 to .50 FTE for one Group Worker 2 position in the Guaranteed Attendance Program (GAP).

Resources/Requirements: Capital Outlay increased due to increased costs associated with the Alternative Programs Woodlot project. Contingency decreased due to reallocation of funds to Capital Outlay.

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PUBLIC WORKS

PUBLIC WORKS FUND 130

Resources:

	Revised Budget October 29, 2025	2nd Supplemental Changes	Revised Budget June 17, 2026
Licenses and Permits	$ 163,750	$ -	$ 163,750
Intergovernmental Federal	16,337,333	137,750	16,475,083
Intergovernmental State	33,863,335	-	33,863,335
Charges for Services	5,392,991	-	5,392,991
Fines and Forfeitures	1,000	-	1,000
Interest	1,080,000	-	1,080,000
Other Revenues	4,000	-	4,000
General Fund Transfers	371,727	-	371,727
Other Fund Transfers	-	39,000	39,000
Settlements	13,921	27,000	40,921
Net Working Capital	46,866,889	-	46,866,889
TOTAL RESOURCES	$ 104,094,946	$ 203,750	$ 104,298,696

Requirements:

Public Works Department			
Personnel Services	$ 23,166,020	$ -	$ 23,166,020
Materials and Services	15,449,945	130,525	15,580,470
Capital Outlay	34,112,764	342,802	34,455,566
Transfers Out	2,644,170	19,614	2,663,784
Contingency	5,799,000	(289,191)	5,509,809
Unappropriated Ending Fund Balance	22,923,047	-	22,923,047
TOTAL REQUIREMENTS	$ 104,094,946	$ 203,750	$ 104,298,696

Resources: The increase in Intergovernmental Federal revenue is due to PIER grant funding, which offsets costs for the Alder St NE (CE 26-343), Gates Street Improvement (CE 26-344), and N. Fork Park Slide Repair (CE 26-345) projects. The increase in Other Fund Transfers reflects a transfer of Oregon Housing and Community Services (OHCS) funds from the Non-Departmental Grants fund for the Gates Tree Removal project. Increased Settlement revenue will offset replacement costs for PW2255-readerboard trailer (CE 26-349), which was totaled in a motor vehicle accident.

Requirements: Materials costs are rising due to the purchase of Toughbook tablets for the Radio Communications program and additional office equipment needed to accommodate a third parts specialist in Building 2. Contracted Services also increase to cover tree removal in Gates ($39,000), Asset Works user fees ($20,000), maintenance fees for the Fuel Cloud system ($10,000), and ODOT contract fees for Halls Ridge ($12,200). Repairs and Maintenance costs are higher to fund software upgrades that enable P25 capability for the new radio system, while Rental costs increase to support the annual lease agreement for the new McCully Radio Communications Site.

New FY 2025-26 Projects:
26-346 - Waypark Bridge Scour Repair - $103,750
26-347 - Grapple attachment for PW2555 - $12,245
26-343 - Alder Street NE - PIER grant - $38,000
26-344 - Gates Street Improvements - PIER - $38,250
26-345 - North Fork Park Slide Repair - PIER - $61,500
26-349 - Readerboard Trailer to replace PW2255 - $27,000
26-353 - Replace PW Campus Fire Hydrant - $13,475
26-357 - 15K 4-Post Lift - $33,960
26-352 - Crosby Gate Replacement - $14,623

The increase in Transfers Out is for transfers to the Fleet Management Fund to purchase roll-out toolboxes for Public Works ($3,000) and PW1634 for the Roads program ($16,614), which replaces PW1238. The decrease in Contingency is utilized to balance the increased expenditure requests listed above.

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PUBLIC WORKS GRANTS FUND 135

Resources:

	Revised Budget October 29, 2025	2nd Supplemental Changes	Revised Budget June 17, 2026
Intergovernmental Federal	$ 60,392,710	$ 2,169,307	$ 62,562,017
Interest	5,000	-	5,000
Other Fund Transfers	9,642,303	-	9,642,303
Net Working Capital	1,997,110	-	1,997,110
TOTAL RESOURCES	$ 72,037,123	$ 2,169,307	$ 74,206,430

Requirements:

Public Works Department			
Materials and Services	$ 138,024	$ 2,322,845	$ 2,460,869
Capital Outlay	71,399,099	(1,653,538)	69,745,561
Transfers Out	500,000	1,500,000	2,000,000
TOTAL REQUIREMENTS	$ 72,037,123	$ 2,169,307	$ 74,206,430

Resources: Intergovernmental Federal increase attributed to anticipated revenue changes from : American Rescue Plan Act (ARPA) - $189,745; Coronavirus State and Local Fiscal Recovery Fund (SLFRF) - $1,500,000; Oregon Housing Community Services (OHCS) - $479,562.

Requirements: Contracted Services increased due to anticipated grant distributions made to Detroit-Idanha residential and commercial sewer owners. These costs will be funded by ARPA via the Detroit-Idanha Sewer System Project. - $2,322,845.

Capital Outlay decrease is a result of:
Modified Project Decrease:
23-325 - Detroit - Idanha Sewer System Project - ($2,133,100)
New FY 2025-26 Projects:
26-342 - Gates Wastewater Collection System - $479,562
The increase in Transfers Out is attributed to moving $1,500,000 received from the General Fund in FY2024-25 (of former ARPA funds) to the Community Services Grants Fund for the Detroit Marina project.

LAND USE PLANNING FUND 305

Resources:

	Revised Budget October 29, 2025	2nd Supplemental Changes	Revised Budget June 17, 2026
Charges for Services	$ 390,000	$ (20,000)	$ 370,000
Interest	3,000	-	3,000
General Fund Transfers	538,423	50,000	588,423
Other Fund Transfers	324,000	-	324,000
TOTAL RESOURCES	$ 1,255,423	$ 30,000	$ 1,285,423

Requirements:

Public Works Department			
Personnel Services	$ 794,630	$ 30,000	$ 824,630
Materials and Services	460,793	-	460,793
TOTAL REQUIREMENTS	$ 1,255,423	$ 30,000	$ 1,285,423

Resources: The projected reduction in Charges for Services revenue is due to receiving fewer high-value permits, particularly those associated with multi-unit residential construction. While overall permit volume is expected to be slightly above the four-year average, the shift in permit mix toward lower-value categories has resulted in reduced revenue. The increase in General Fund Transfers is to offset the projected shortfall in permit fee revenue described above and to cover increased personnel costs.

Requirements: The increase in Personnel Services is due to the reclassification of positions within the Land Use Planning program to higher pay grades, resulting in increased salary and benefit costs. The program is currently fully staffed and does not have any vacancy savings available to offset these increases.

PARKS FUND 310

Resources:

Intergovernmental Federal	$ 863,046	$ -	$ 863,046
Intergovernmental State	355,000	-	355,000
Charges for Services	94,000	-	94,000
Interest	8,000	-	8,000
General Fund Transfers	346,861	-	346,861
Other Fund Transfers	525,000	-	525,000
Net Working Capital	899,711	-	899,711
TOTAL RESOURCES	$ 3,091,618	$ -	$ 3,091,618

Requirements:

Public Works Department			
Personnel Services	$ 589,605	$ -	$ 589,605
Materials and Services	509,170	114,771	623,941
Capital Outlay	1,475,000	-	1,475,000
Contingency	517,843	(114,771)	403,072
TOTAL REQUIREMENTS	$ 3,091,618	$ -	$ 3,091,618

Resources/Requirements: The increase in Contracted Services is for the following: increase in security services for a new contract to open and close various park gates and adding Parkdale Park - $12,500, Credit card fees for parking pass purchases and camping reservations - $6,000. The increase in Miscellaneous Services for approximately $96,000 is for additional costs for the wetland restoration at Salmon Falls. The decrease in Contingency is for the increase in Requirements noted above.

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SURVEYOR FUND 320

Resources:

	Revised Budget October 29, 2025	2nd Supplemental Changes	Revised Budget June 17, 2026
Charges for Services	$ 742,195	$ -	$ 742,195
Interest	100,000	-	100,000
General Fund Transfers	140,342	-	140,342
Net Working Capital	3,281,722	-	3,281,722
TOTAL RESOURCES	$ 4,264,259	$ -	$ 4,264,259

Requirements:

Public Works Department			
Personnel Services	$ 1,011,875	$ -	$ 1,011,875
Materials and Services	318,163	-	318,163
Capital Outlay	95,750	46,828	142,578
Contingency	224,110	(46,828)	177,282
Unappropriated Ending Fund Balance	2,614,361	-	2,614,361
TOTAL REQUIREMENTS	$ 4,264,259	$ -	$ 4,264,259

Resources/Requirements: The increase in Capital Outlay is for modified CE 26-332 to purchase additional survey equipment - $46,828. The decrease in Contingency is to offset the additional funds requests to increase the project budget.

ENVIRONMENTAL SERVICES FUND 510

Resources:

Taxes	$ 515,000	$ -	$ 515,000
Charges for Services	10,177,553	-	10,177,553
Interest	650,000	-	650,000
Net Working Capital	29,487,862	-	29,487,862
TOTAL RESOURCES	$ 40,830,415	$ -	$ 40,830,415

Requirements:

Public Works Department			
Personnel Services	$ 3,395,153	$ -	$ 3,395,153
Materials and Services	16,728,214	-	16,728,214
Capital Outlay	12,475,992	67,612	12,543,604
Contingency	4,426,805	(67,612)	4,359,193
Unappropriated Ending Fund Balance	3,804,251	-	3,804,251
TOTAL REQUIREMENTS	$ 40,830,415	$ -	$ 40,830,415

Resources/Requirements: The increase in Capital Outlay is for the following: Replace fire door at the Household Hazardous Waste Facility - $26,400, Replace the video surveillance system at Salem/Keizer Recycling & Transfer Station - $28,106, Replace the video surveillance system at the North Marion Transfer Station - $13,106. The reduction in Contingency is for the Capital Outlay noted above.

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STORMWATER MANAGEMENT FUND 515

Resources:

	Revised Budget October 29, 2025	2nd Supplemental Changes	Revised Budget June 17, 2026
Charges for Services	$ 1,170,759	$ -	$ 1,170,759
Interest	30,000	-	30,000
Net Working Capital	1,227,226	-	1,227,226
TOTAL RESOURCES	$ 2,427,985	$ -	$ 2,427,985

Requirements:

Public Works Department			
Personnel Services	$ 657,372	$ -	$ 657,372
Materials and Services	795,575	-	795,575
Capital Outlay	56,100	-	56,100
Transfers Out	-	8,100	8,100
Contingency	240,000	(8,100)	231,900
Unappropriated Ending Fund Balance	678,938	-	678,938
TOTAL REQUIREMENTS	$ 2,427,985	$ -	$ 2,427,985

Resources/Requirements: The $8,100 increase in Transfers Out is for the purchase of a used vehicle (PW1631) from Consolidated Fleet for the Engineer Tech position recently hired. The decrease in Contingency is for the purchase of the vehicle.

FLEET MANAGEMENT FUND 595

Resources:

Charges for Services	$ 2,894,777	$ -	$ 2,894,777
General Fund Transfers	138,345	51,404	189,749
Other Fund Transfers	488,569	46,911	535,480
Settlements	76,411	143,193	219,604
Net Working Capital	2,971,815	-	2,971,815
TOTAL RESOURCES	$ 6,569,917	$ 241,508	$ 6,811,425

Requirements:

Public Works Department			
Materials and Services	$ 963,767	$ 3,000	$ 966,767
Capital Outlay	2,576,851	231,034	2,807,885
Transfers Out	-	112,526	112,526
Contingency	613,846	(105,052)	508,794
Unappropriated Ending Fund Balance	2,415,453	-	2,415,453
TOTAL REQUIREMENTS	$ 6,569,917	$ 241,508	$ 6,811,425

Resources: The increase in General Fund Transfers is for the Department's portion of replacing vehicles totaled in accidents, which include: Replacement of SH2342 (CE # 24-349) - $21,359; Replacement of JD2455 (CE # 26-354) - $12,567; Replacement of SH2326 (CE # 26-356) - $17,478. The increase in Other Fund Transfers is for the following: Sale of a used vehicle to Public Works Road Operations - PW1634 - $16,614; Sale of a used vehicle to Stormwater - PW1631 - $8,100; Department portion of replacing totaled vehicle SH2117 (CE # 26-355) - $18,490; Additional costs associated to the STABLE Group deputy vehicle (CE #25-342) - $707; Upgrade PW2327 to add a sliding tool box in the bed of the truck - $3,000. The increase in Settlements is for the self-insurance portion of replacing vehicles totaled in accidents which include: Replacement of JD2455 (CE # 26-354) - $81,376; Replacement of SH2117 (CE # 26-355) - $17,037; Replacement of SH2326 (CE # 26-356) - $44,780.

Requirements: The increase in Repairs and Maintenance is for upgrading PW2327 to add a rolling tool box in the bed of the truck - $3,000. The increase in total Capital Outlay is for the following: Replacement of JD2455 (CE # 26-354) - $93,943; Replacement of SH2326 (CE # 26-356) - $81,934; Replacement of SH2117 (CE # 26-355) - $54,450; Additional costs associated to the STABLE Group deputy vehicle (CE #25-342) - $707. The increase in Transfers Out is due to two departments identifying vehicles they no longer have a business need for. Parole and Probation identified four vehicles and Health and Human Services identified one vehicle. A portion of the vehicle lease rate is paying for the next vehicle. As such, this transfer is to refund the department for the portion they've contributed into the next vehicle, and includes: SH1430 - $24,405; SH1704 - $24,758; SH1609 - $21,552; SH1611 - $21,456; HD1409 - $20,355.

SHERIFF'S OFFICE

COMMUNITY CORRECTIONS FUND 180

Resources:

	Revised Budget October 29, 2025	2nd Supplemental Changes	Revised Budget June 17, 2026
Intergovernmental State	$ 18,108,439	$ -	$ 18,108,439
Charges for Services	205,756	-	205,756
Interest	61,977	-	61,977
Other Revenues	29,313	-	29,313
General Fund Transfers	2,000	-	2,000
Other Fund Transfers	261,094	93,331	354,425
Net Working Capital	2,014,600	-	2,014,600
TOTAL RESOURCES	$ 20,683,179	$ 93,331	$ 20,776,510

Requirements:

Sheriff's Office			
Personnel Services	$ 10,734,709	$ 250	$ 10,734,959
Materials and Services	5,039,977	(34,090)	5,005,887
Transfers Out	4,191,480	18,490	4,209,970
Contingency	717,013	108,681	825,694
TOTAL REQUIREMENTS	$ 20,683,179	$ 93,331	$ 20,776,510

Resources: The increase in Other Fund Transfers reflects a refund of vehicle lease payments due to a reduction in fleet vehicles ($92,171) and a final transfer of $1,160 from the Community Services Grants Fund to move Marion County Reentry program funds to this fund.

Requirements: Increases in Personnel Services are due to a state plan modification of Behavioral Mental Health in Administration. Decreases in Supplies are due to a state plan modification of Behavioral Mental Health in Drugs. Decreases in Contracted Services are due to a state plan modification of Behavioral Sex Offender Treatment in polygraph services and sex offender treatment. Increases in Transfers Out is replacing a fleet vehicle involved in an accident. Increases in Contingency is for a refund for the fleet reduction in the division and the offset from Contracted Services.

ENHANCED PUBLIC SAFETY ESSD FUND 245

Resources:

Charges for Services	$ 1,894,449	$ -	$ 1,894,449
Interest	16,359	-	16,359
Net Working Capital	489,197	-	489,197
TOTAL RESOURCES	$ 2,400,005	$ -	$ 2,400,005

Requirements:

Sheriff's Office			
Personnel Services	$ 1,751,854	$ 30,000	$ 1,781,854
Materials and Services	576,455	-	576,455
Transfers Out	19,745	-	19,745
Contingency	51,951	(30,000)	21,951
TOTAL REQUIREMENTS	$ 2,400,005	$ -	$ 2,400,005

Resources/Requirements: Increases in Personnel Services due to shift bidding and changes in deputy assignments during the fiscal year. Decreases in Contingency due to offsetting increase in Personnel Services.

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SHERIFF GRANTS FUND 250

	Revised Budget October 29, 2025	2nd Supplemental Changes	Revised Budget June 17, 2026
Resources:			
Licenses and Permits	$ 24,860	$ -	$ 24,860
Intergovernmental Federal	425,771	31,458	457,229
Intergovernmental State	460,319	348,639	808,958
Charges for Services	1,623,908	33,292	1,657,200
Interest	1,716	28,999	30,715
Other Revenues	20,000	-	20,000
Other Fund Transfers	1,195,729	74,471	1,270,200
Net Working Capital	1,697,533	-	1,697,533
TOTAL RESOURCES	$ 5,449,836	$ 516,859	$ 5,966,695
Requirements:			
Sheriff's Office			
Personnel Services	$ 2,517,756	$ 85,401	$ 2,603,157
Materials and Services	1,703,725	371,619	2,075,344
Capital Outlay	63,349	33,990	97,339
Transfers Out	81,592	707	82,299
Contingency	544,983	25,142	570,125
Unappropriated Ending Fund Balance	538,431	-	538,431
TOTAL REQUIREMENTS	$ 5,449,836	$ 516,859	$ 5,966,695

Resources: Intergovernmental Federal increased for the Mobile Data Terminal (MDT) replacement project in the Mobile Crisis Team, the United States Forest Service (USFS) contract to cover a portion of a boat purchase, and an increase in the Safer Outcomes Grant to cover additional overtime and fringe costs. Intergovernmental State increased due to the Jail Medical Opioid Use Disorder (JMOUD) Grant funding award, a Justice Reinvestment Initiative (JRI) allocation increase, and a Marine Patrol amendment to add funding. Charges for Services increased due to the City of Detroit contract, offset by a decrease in the City of Sublimity contracts to align with contracted amounts. Additional changes include Marine Patrol and Search and Rescue (SAR) revenue from the sale of capital assets, as well as increased funding from the Jefferson School contract. Interest increased to adjust the budget to actuals. Other Fund Transfers increased for the MDT replacement project for the City of Jefferson, HB4002 23-25 to adjust the budget to actuals, and Title III Forest Patrol and Search and Rescue (SAR) to move funding between projects.

Requirements: Personnel Services increased for the City of Detroit overtime adjustment, HB4002 23-25 and Safer Outcomes Grant to match award amounts, and Title III Forest Patrol to reallocate funding between projects, partially offset by decreases in the City of Sublimity contracted amount and Title III SAR project adjustments. Materials and Services increased across multiple categories: Supplies increased for the JMOUD Grant, JRI janitorial supplies, HB4002 23-25 departmental supplies and uniforms, and CHL budget-to-actual adjustments; Materials increased for the MDT replacement project for the City of Jefferson, Mobile Crisis Team, and City of Detroit ALPR camera; Communications increased for ALPR data connections and Alarms and CHL postage; Contracted Services increased for software subscriptions, LEAD client assistance, Microsoft 365, and Alarms and CHL printing and mail services; Repairs and Maintenance increased for software maintenance, the Data Works agreement, and vehicle maintenance actuals; Rentals decreased to match the City of Sublimity contracted amount; and Miscellaneous increased for SWAT training and CHL fingerprinting services. Capital Outlay increased for the purchase of a Marine Patrol Jet Boat, Transfers Out increased for LEAD vehicle upfitting costs, and Contingency increased to balance the fund.

TRAFFIC SAFETY FUND 255

	Revised Budget October 29, 2025	2nd Supplemental Changes	Revised Budget June 17, 2026
Resources:			
Intergovernmental Federal	$ 63,072	$ -	$ 63,072
Charges for Services	-	2,252	2,252
Fines and Forfeitures	2,142,330	-	2,142,330
Interest	28,850	-	28,850
Net Working Capital	1,067,111	-	1,067,111
TOTAL RESOURCES	$ 3,301,363	$ 2,252	$ 3,303,615
Requirements:			
Sheriff's Office			
Personnel Services	$ 1,885,952	$ -	$ 1,885,952
Materials and Services	909,948	95,279	1,005,227
Capital Outlay	11,021	-	11,021
Contingency	494,442	(93,027)	401,415
TOTAL REQUIREMENTS	$ 3,301,363	$ 2,252	$ 3,303,615

Resources: Increase in Charges for Service due to the sale of a capital asset.

Requirements: Materials and Services increased due to the Mobile Data Terminal (MDT) replacement, higher Small Departmental Equipment costs, Credit Card Fees generated from the Justice Court terminal, and Repairs and Maintenance costs associated with the in-car camera project and additional computer software maintenance. Contingency decreased to offset the increases in the other categories.

NON-DEPARTMENTAL

NON-DEPARTMENTAL GRANTS FUND 115

Resources:

	Revised Budget October 29, 2025	2nd Supplemental Changes	Revised Budget June 17, 2026
Intergovernmental Federal	$ 103,658	$ -	$ 103,658
Intergovernmental State	1,706,047	-	1,706,047
Interest	134,749	-	134,749
General Fund Transfers	71,164	-	71,164
Other Fund Transfers	2,200,000	-	2,200,000
Net Working Capital	16,367,690	-	16,367,690
TOTAL RESOURCES	$ 20,583,308	$ -	$ 20,583,308

Requirements:

Non-Departmental: Materials and Services	$ 8,281,527	$ (4,838,136)	$ 3,443,391
Capital Outlay	-	4,834,136	4,834,136
Transfers Out	9,559,863	113,471	9,673,334
Contingency	553,782	(109,471)	444,311
Reserve for Future Expenditure	2,188,136	-	2,188,136
TOTAL REQUIREMENTS	$ 20,583,308	$ -	$ 20,583,308

Resources/Requirements: Materials and Services decreased by a net $4,834,136. This includes a $4,799,136 reduction from Project Fusion costs that were recategorized as a capital project and moved to Capital Outlay, as well as a $39,000 decrease in OHCS Wildfire Funds reallocated to Transfers Out for the Gates tree removal. Transfers Out increased due to OHCS funding of $39,000 transferred to the Public Works Fund for the Gates Tree Removal project and HB 4002 drug rehabilitation funds of $74,471 transferred to the Sheriff's Office Grants Fund to adjust the budget to actuals. Contingency decreased to balance the fund.

TAX TITLE LAND SALES FUND 155

Resources:

Charges for Services	$ 300,000	$ -	$ 300,000
Interest	58,705	-	58,705
Other Revenues	92,924	-	92,924
Financing Proceeds	-	860,000	860,000
Net Working Capital	1,514,977	-	1,514,977
TOTAL RESOURCES	$ 1,966,606	$ 860,000	$ 2,826,606

Requirements:

Non-Departmental: Materials and Services	$ 159,750	$ 2,060,156	$ 2,219,906
Capital Outlay	25,000	191,352	216,352
Special Payments	1,192,508	(1,192,508)	-
Transfers Out	100,000	-	100,000
Contingency	199,170	(199,000)	170
Unappropriated Ending Fund Balance	290,178	-	290,178
TOTAL REQUIREMENTS	$ 1,966,606	$ 860,000	$ 2,826,606

Resources/Requirements: Resources has increased to recognize $860,000 Interfund Loan Proceeds from the county Risk Fund to provide resources for a current year settlement due to a Supreme Court decision regarding the selling of tax foreclosed property, county's are now required to refund to the prior owner any surplus from the sale of a property. The increase in Insurance is a result of the county settling a lawsuit seeking refunds for certain properties. All of the reductions to accounts are to shift unused appropriation authority to cover the settlement payment. The increase in Capital Outlay is due to the expected purchase of certain properties "out" of the list of settlement properties that the county may have in interest in keeping.

SELF INSURANCE FUND 585

Resources:

	Revised Budget October 29, 2025	2nd Supplemental Changes	Revised Budget June 17, 2026
Charges for Services	$ 40,367,671	$ -	$ 40,367,671
Interest	417,993	-	417,993
Settlements	20,000	-	20,000
Net Working Capital	12,911,765	-	12,911,765
TOTAL RESOURCES	$ 53,717,429	$ -	$ 53,717,429

Requirements:

Non-Departmental: Materials and Services	42,911,140	$ (484,139)	$ 42,427,001
Special Payments	-	$ 860,000	860,000
Contingency	4,940,965	(375,861)	4,565,104
Unappropriated Ending Fund Balance	5,865,324	-	5,865,324
TOTAL REQUIREMENTS	$ 53,717,429	$ -	$ 53,717,429

Resources/Requirements: Funds were reallocated within the fund due to increased Liability Claims, Unemployment fees, and a loan dispersement for the Tax Title Fund. This includes the use of Contingency dollars.

CAPITAL

FACILITY RENOVATION FUND 455

Resources:

Interest	$ 200,000	$ -	$ 200,000
Other Fund Transfers	1,226,570	-	1,226,570
Net Working Capital	18,633,592	-	18,633,592
TOTAL RESOURCES	$ 20,060,162	$ -	$ 20,060,162

Requirements:

Non-Departmental: Capital Outlay	$ 17,379,864	$ 190,420	17,570,284
Reserve for Future Expenditures	2,680,298	(190,420)	2,489,878
TOTAL REQUIREMENTS	$ 20,060,162	$ -	$ 20,060,162

Resources/Requirements: Capital Outlay increased by $190,400 for the Juvenile Detention Door Control System. This project initially was budgeted in the Capital Improvement Projects fund, but due to funding requirements it has been moved . Reserve for Future Expenditures decreased to balance the fund.

MARION COUNTY
Fiscal Year 2025-26 Second Supplemental Budget
June 17, 2026

CAPITAL IMPROVEMENT PROJECTS FUND 480

	Revised Budget October 29, 2025	2nd Supplemental Changes	Revised Budget June 17, 2026
Resources:			
Intergovernmental State	$ 198,795	$ -	$ 198,795
Interest	340,000	-	340,000
General Fund Transfers	1,204,060	(250,000)	954,060
Other Fund Transfers	2,165,679	58,884	2,224,563
Net Working Capital	13,097,483	-	13,097,483
TOTAL RESOURCES	$ 17,006,017	$ (191,116)	$ 16,814,901
Requirements:			
Non-Departmental: Capital Outlay	$ 9,844,903	$ 131,855	$ 9,976,758
Transfers Out	4,728,692	-	4,728,692
Contingency	500,000	-	500,000
Reserve for Future Expenditures	1,932,422	(322,971)	1,609,451
TOTAL REQUIREMENTS	$ 17,006,017	$ (191,116)	$ 16,814,901

Resources: General Fund Transfers decreased by $250,000 due to Justice Court Management & Records System CIP that was originally based on a $400k project assumption made before selecting Tyler and receiving the Statement of Work. Other Fund Transfers increased by $58,884 from Health and Human Services for a new project: AV System at Silverton Health.

Requirements:

New projects:
Sheriff's Office Jail Wi-Fi - $248,769
Teller in the Cloud - $163,418
Board of Commissioners Conference Rooms AV Replacement - $98,709
Health and Human Services AV System at Silverton Health - $58,884
Clerk's Windows 11 Ballot Sorter Upgrade - $55,000
Courthouse Condenser Fan Control Retrofit - $41,100
Juvenile Admin HP-1 Compressor - $38,349
Human Resources Office Wall - $37,829
Finance Replace Fan Power Box CH2(4-12) - $35,650
Finance Replace Fan Power Box CH2(4-14) - $34,100
Sheriff's Office C-Pod Condenser AC Units Replacement (CU-04) - $15,485
ADP Implementation - $14,834
Courthouse RTU-6 Compressor Replacement - $11,599
Sheriff's Office Jail Garbage Disp Replacement - $8,598
Sheriff's Office Transition Center LG AC Smart Replace - $8,177
Information Technology Risk Ed Room TV Replacement - $7,582
Juvenile Detention Sally Port Door Replacement - $5,962

Cancelled Projects:
Sheriff's Office Digital Evidence Storage - $(37,840)
Courthouse Replacement Sidewalk - $(70,550)
Courthouse Replacement Sidewalk - $(327,415)

Modified, Moved **Projects:
FM Sublimity Modular Move - $59,649
Juvenile Market Walk-in Replacement - $56,708
Juvenile Detention Shower Floors - $6,416
Sheriff's Office Jail Steam Kettle - $1,262
Juvenile Detention Door Control System - $(190,420)**
Justice Court Case Management System - $(250,000)

TOTAL ALL FUNDS

Resources:	$ 787,248,121	$ 4,472,980	$ 791,721,101
Requirements:			
Appropriations	$ 687,295,726	$ 4,429,376	$ 691,725,102
Reserve for Future Expenditures	27,702,975	(513,391)	27,189,584
Unappropriated Ending Fund Balance	72,249,420	556,995	72,806,415
TOTAL REQUIREMENTS	$ 787,248,121	$ 4,472,980	$ 791,721,101

Note: The totals include all funds although only funds with supplemental budget adjustments are displayed.

Appendix A
Capital Project Changes

Department	Expenditure Location Fund	Capital Project Title	Project Status	Funding Source	Supplemental Budget Appropriation	Project Budget Total
Capital	455 Facility Renovation	JV Detention Door Control System	Funding Change	455 Facility Renovation	190,420	190,420
Capital	480 Capital Improvement Projects	JV Detention Door Control System	Funding Change	Moved from Fund 480 to Fund 455	(190,420)	-
Capital	480 Capital Improvement Projects	SO Digital Evid Storage	Cancelled	480 Capital Improvement Projects	(37,840)	-
This CIP can not be executed as approved. SO and IT will collaborate this fall, during CIP season, and resubmit a new CIP that meets the SO needs long term.						
Capital	480 Capital Improvement Projects	CH Sidewalk Replacement	Cancelled	480 Capital Improvement Projects	(70,550)	-
The project was completed in the prior fiscal year.						
Capital	480 Capital Improvement Projects	CH Parking Structure Sidewalk Replacement	Cancelled	480 Capital Improvement Projects	(327,415)	-
The project is being canceled from the Marion County budget and moving to the City of Salem.						
Capital	480 Capital Improvement Projects	Move Sublimity modular to Center St. campus	Modified	480 Capital Improvement Projects	59,649	233,649
The modification is needed because Facilities Construction Team time constraints and higher-than-expected construction management costs require adding funds and extending the project timeline to relocate the Sublimity modular to the Center St. Campus for use by facilities maintenance and grounds staff.						
Capital	480 Capital Improvement Projects	JV Market Walk-in Freezer Replacement	Modified	480 Capital Improvement Projects	56,708	155,708
This modification increases the project budget by $56,708 to purchase and install a new walk-in freezer and refrigerator because the existing Juvenile Fresh Start Market units are failing, unreliable, and have caused food loss despite multiple repairs. Purchasing the replacement in FY 25-26 to ensures availability for installation to align with CIP 23-022 Dishwasher and Grease Trap installation which will happen in September–October 2026.						
Capital	480 Capital Improvement Projects	JV Detention Shower Floor Repairs	Modified	480 Capital Improvement Projects	6,416	77,035
Cost of this project increased due to increased cost of materials and fuel.						
Capital	480 Capital Improvement Projects	SO Jail Steam Kettle	Modified	480 Capital Improvement Projects	1,262	18,942
Cost of this project increased due to additional piping needed to install the kettle.						
Capital	480 Capital Improvement Projects	JC Case Management & Records System	Modified	480 Capital Improvement Projects	(250,000)	150,000
This CIP budget was originally based on $400k project assumption made before selecting Tyler and receiving the SOW. Budget Team determined that $150k is capital and the remaining ongoing SaaS costs to be covered as M&S in the Justice Court budget.						
Capital	480 Capital Improvement Projects	SO Jail Wi-Fi	New	480 Capital Improvement Projects	248,769	248,769
The request is to implement Wi-Fi inside the secure perimeter and that will improve staff efficiency and inmate care through mobile access to key systems,						
Capital	480 Capital Improvement Projects	Teller in the Cloud	New	480 Capital Improvement Projects	163,418	163,418
This request supports County's Oracle Fusion Cloud implementation by replacing the end-of-life on-premise Teller system with a cloud-based solution to modernize POS processes, improve revenue reconciliation and financial accountability, and ensure business continuity.						
Capital	480 Capital Improvement Projects	BOC Conference Rooms AV Replacement	New	480 Capital Improvement Projects	98,709	98,709
The project replaces failing audio-video systems in the Commissioners' Board Room and Mt. Angel Conference Room with modern hardware, updated controls, and reliable conferencing capabilities to ensure proper functionality and support current meeting and presentation needs.						

Appendix A
Capital Project Changes

Department	Expenditure Location Fund	Capital Project Title	Project Status	Funding Source	Supplemental Budget Appropriation	Project Budget Total
Capital	480 Capital Improvement Projects	HHS AV System at Silverton Health	New	190 Health and Human Services	58,884	58,884
The project installs modern AV systems in conference rooms at Silverton Health to replace outdated equipment and provide reliable, high-quality video conferencing, audio pickup, and room-combining functionality needed to support HHS program operations.						
Capital	480 Capital Improvement Projects	CL Windows 11 Ballot Sorter Upgrade	New	480 Capital Improvement Projects	55,000	55,000
The project upgrades the Bluecrest Elevate ballot sorter systems from Windows 10 to Windows 11 to ensure compliance with county requirements and maintain vendor-supported, secure, up-to-date operating systems as Windows 10 reaches end-of-life.						
Capital	480 Capital Improvement Projects	Courthouse Condenser Fan Control Retrofit	New	480 Capital Improvement Projects	41,100	41,100
The project replaces failing, obsolete condenser fan VFD boards, worn and incompatible starter contactors, and associated components on the courthouse's RTAC air-cooled chiller to restore reliable operation and prevent system failure.						
Capital	480 Capital Improvement Projects	JV Admin HP-1 Compressor	New	480 Capital Improvement Projects	38,349	38,349
The project replaces a failed compressor and inverter board in the JSB rooftop heat pump and proactively replaces the remaining compressors and inverters, along with installing a compatible control panel, to ensure reliable system operation and avoid repeated failures.						
Capital	480 Capital Improvement Projects	HR Office Wall	New	480 Capital Improvement Projects	37,829	37,829
This request supports creating an additional HR office by dividing an existing space, adding a door, and reconfiguring cubicles.						
Capital	480 Capital Improvement Projects	FM Replace Fan Power Box CH2 - Finance (4-12)	New	480 Capital Improvement Projects	35,650	35,650
This request is to replace failed fan power box.						
Capital	480 Capital Improvement Projects	FM Replace Fan Power Box CH2 - Finance (4-14)	New	480 Capital Improvement Projects	34,100	34,100
This request is to replace additional failed fan power box.						
Capital	480 Capital Improvement Projects	C-Pod Condensor AC Units Replacement (CU-04)	New	480 Capital Improvement Projects	15,485	15,485
The project replaces the two failing AC condenser units (CU-04) serving the Jail's C-Pod to ensure reliable cooling before warmer weather and maintain proper environmental conditions for the facility.						
Capital	480 Capital Improvement Projects	ADP Implementation	New	480 Capital Improvement Projects	14,834	14,834
The project implements ADP services as a required component of the County's Oracle Fusion Cloud rollout to streamline employment-related administrative functions—including tax, verification, unemployment claims, ACA compliance, and I-9 management—per Oracle's recommendation.						
Capital	480 Capital Improvement Projects	CH RTU-6 Compressor Replacement	New	480 Capital Improvement Projects	11,599	11,599
Compressor failed and needs to be replaced.						
Capital	480 Capital Improvement Projects	SO Jail Garbage Disposal Replacement	New	480 Capital Improvement Projects	8,598	8,598
Jail garbage disposal failed and needs replacement.						
Capital	480 Capital Improvement Projects	Transition Center LG AC Smart Replace	New	480 Capital Improvement Projects	8,177	8,177
This request is to install and program a new AC smart controller.						

Appendix A
Capital Project Changes

Department	Expenditure Location Fund	Capital Project Title	Project Status	Funding Source	Supplemental Budget Appropriation	Project Budget Total
Capital	480 Capital Improvement Projects	IT Risk Ed Room TV Replacement	New	480 Capital Improvement Projects	7,582	7,582
Replacement of end-of-life training room TVs and updates the associated AV system because the existing displays no longer provide adequate visibility, connectivity, or reliability, and require commercial-grade replacements and reprogramming to restore full functionality for meetings and staff training.						
Capital	480 Capital Improvement Projects	JV Detention Replace Sally Port Door	New	480 Capital Improvement Projects	5,962	5,962
The project replaces the inoperable Sally Port vehicle door at the Juvenile Detention Center, which was damaged in an accident and must be restored to ensure secure and functional facility operations.						
Community & Economic Development	230 Dog Services	Dog Svcs Dish Sanitizer Replacement	New	230 Dog Services	6,347	6,347
The Dog Shelter needs to replace its nonfunctional high-temperature dish sanitizer because repeated part failures make repair more expensive than purchasing a new machine, which is essential to maintaining proper sanitation.						
Juvenile	125 Juvenile Grants	Woodlot Concrete Pad	Modified	125 Juvenile Grants	2,850	14,998
Cost of this project increased due to increased cost of materials and fuel.						
Non-Departmental	115 Non-Departmental Grants	Fusion Implementation	New	115 Non-Departmental Grants	4,834,136	7,255,872
Fusion Implementation expense was initially set up as Materials & Services. After Finance's review, it was determined that the expense should be classified as a Capital Outlay.						
Non-Departmental	155 Tax Title Land Sales	Nusom Road Cemetery Fence	Modified	155 Tax Title Land Sales	(9,000)	16,000
The project was delivered under budget, with total expenditures coming in below the amount originally allocated.						
Non-Departmental	155 Tax Title Land Sales	Tax Title Property Purchases	New	155 Tax Title Land Sales	200,352	200,352
Expected purchase of certain properties "out" of the list of settlement properties that the county may have in interest in keeping.						
Public Works	130 Public Works	Waypark Bridge Scour Repair	New	130 Public Works	103,750	385,000
Repairment of scour hole threatening the southeast abutment of the Waypark Bridge by filling it with interlocking concrete jacks and rock, piping the adjacent ditch, and adding a rock outfall to prevent further erosion and protect the structure's stability.						
Public Works	130 Public Works	North Fork Park Slide Repair - PIER	New	130 Public Works	61,500	1,338,000
The project installs landslide-mitigation measures at the entrance to North Fork Park to prevent the creeping slide from failing and becoming far more costly and difficult to repair.						
Public Works	130 Public Works	Gates Street Improvements - PIER	New	130 Public Works	38,250	843,500
The project improves Gates-area streets by adding mill and overlay, curbs, sidewalks, street furniture, decorative lighting, striping, and parking on East Central Street—plus new sidewalks on Horeb Street and possibly East Sorbin Street—to enhance safety, accessibility, and overall streetscape quality.						
Public Works	130 Public Works	Alder Street NE - PIER	New	130 Public Works	38,000	1,326,000
The project builds multimodal improvements on NE Alder Street in Mill City—including new sidewalks, bike lanes, and asphalt resurfacing.						
Public Works	130 Public Works	4-Post Lift	New	130 Public Works	33,960	33,960
Replacement of the over-20-year-old 4-post lift in Bay 1, which is beyond its useful life and now presents a safety risk due to unstable lifting, making immediate replacement necessary to avoid losing shop functionality and prevent potential vehicle accidents.						

Appendix A
Capital Project Changes

Department	Expenditure Location Fund	Capital Project Title	Project Status	Funding Source	Supplemental Budget Appropriation	Project Budget Total
Public Works	130 Public Works	PW2255 Replacement Readerboard Trailer	New	130 Public Works	27,000	27,000
Replacement of trailer-mounted readerboard PW2255, which was struck by a vehicle and declared a total loss.						
Public Works	130 Public Works	Crosby Gate Replacement	New	130 Public Works	14,623	14,623
Replacement of the gate at Cosby site due to several mechanical failures.						
Public Works	130 Public Works	Replace PW Campus Fire Hydrant	New	130 Public Works	13,475	13,475
Silverton Rd Campus fire hydrant replacement, parts are no longer available and needs to be replaced.						
Public Works	130 Public Works	Grapple	New	130 Public Works	12,245	12,245
this request is to purchase a new grapple for the Gradall XL4100 because the previously assumed compatible grapple does not fit the new unit, and a functioning grapple is essential for debris removal and incident response during storms and high-wind events.						
Public Works	135 Public Works Grants	Detroit-Idanha Sewer System Project	Modified	135 Public Works Grants	(2,133,100)	3,724,059
Realocation of septic grants issued under Marion County's Residential Septic Grant and Detroit Commercial Septic Grant Programs, to spur wildfire recovery efforts.						
Public Works	135 Public Works Grants	Gates Waste Water Collection System	New	135 Public Works Grants	479,562	26,040,700
The project plans, designs, permits, and constructs a complete wastewater collection system for the City of Gates—including lift stations and a pressurized connection to the Mill City treatment plant						
Public Works	320 Surveyor	Survey Equipment	Modified	320 Surveyor	46,828	142,578
This request is to buy additional up to date surveying equipment to accommodate all staff.						
Public Works	510 Environmental Services	Replacement of Security Surveillance System at SKRTS	New	510 Environmental Services	28,106	28,106
Replacement of the existing surveillance camera system, which is no longer supported and no longer allows access to recorded footage. The inability to retrieve footage limits our ability to resolve customer disputes regarding charges.						
Public Works	510 Environmental Services	Fire Door Replacement at Household Hazardous Waste Facility	New	510 Environmental Services	26,400	26,400
Replacement of the current door because it's outdated and replacement parts are no longer available to keep it operational.						
Public Works	510 Environmental Services	Replacement of Security Surveillance System at North Marion	New	510 Environmental Services	13,106	13,106
Replacement of the existing surveillance camera system, which is no longer supported and no longer allows access to recorded footage. The inability to retrieve footage limits our ability to resolve customer disputes regarding charges.						
Public Works	595 Fleet	STABLE Group Deputy Vehicle	Modified	250 Sheriff Grants	707	70,572
Additional upfitting costs of the LEAD vehicle.						
Public Works	595 Fleet	Alternative Program F550 Crew Cab Truck with Dump Bed	New	100 General Fund 595 Fleet Management	93,943	93,943
JD 2455 was involved in an accident resulting in a total loss of the vehicle, this purchase if for the replacement with a like vehicle.						

Appendix A
Capital Project Changes

Department	Expenditure Location Fund	Capital Project Title	Project Status	Funding Source	Supplemental Budget Appropriation	Project Budget Total
Public Works	595 Fleet	Replacement for SH2326 - MCSO Vehicle	New	100 General Fund 595 Fleet Management	81,934	81,934
SH2326 was totaled in a motor vehicle accident, and this request funds the replacement of the damaged unit with a new Ram 1500 SSV outfitted for MCSO patrol use.						
Public Works	595 Fleet	Replacement for SH2117 - MCSO Vehicle	New	180 Community Corrections 595 Fleet Management	54,450	54,450
SH2117 was totaled in a motor vehicle accident, and this request funds the replacement of the damaged 2021 Ford Explorer with a new Dodge Durango outfitted for MCSO patrol use.						
Sheriff	250 Sheriff Grants	SO Stryker Inflatable Jet Boat	New	250 Sheriff Grants	33,990	33,990
Funding for this purchase is a combination of funds from Oregon State Marine Board, the US Forest Service, and revenue from the sale of capital assets. This jet boat is a shallow water vessel designed to provide critical access to areas in the Santiam and North Santiam rivers for water rescue operations and marine patrol.						
TOTAL:					**$ 4,425,689**	**$ 43,507,009**

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 17th, 2026

Department: Finance

Title: Adoption of the Fiscal Year 2026 27 Budget

Management Update/Work Session Date: 03/19/2026 Budget Committee Meeting **Audio/Visual aids** ☐

Time Required: 10 min **Contact:** Jeff White **Phone:** ext. 4433

Requested Action: Adoption of the Fiscal Year 2026-27 Budget

Issue, Description & Background: Oregon Local Budget Law requires the Board of Commissioners to adopt a budget no later than June 30th, in order to incur expenditures for the ensuing fiscal year. The resolution will adopt the budget, impose and categorize taxes, and make appropriations for fiscal year 2026-27. At the March 19, 2026 Budget Committee meeting, the Committee directed staff to prepare the following changes for inclusion in the Adopted Budget: 1) Bring forward a Board action to create a centralized interest fund and ensure the Adopted Budget reflects the new fund. 2) Conduct a review on the Environmental Services Fund, which review has been completed and an adjustment to Net Working Capital has been incorporated into the Adopted Budget. The attached summaries includes these requested changes for the Board to consider for the Adopted FY 2026-27 Budget.

Financial Impacts: Departments will have lawful authority to expend funds from July 1, 2026 through June 30, 2027.

Impacts to Department & External Agencies: The expenditures of some departments include funds contracted to external agencies that provide critical services to county citizens.

List of attachments: Resolution and schedule of appropriations

Presenter: Jan Fritz, Chief Administrative Officer and Budget Officer; Daniel Adatto, Budget Manager

Department Head Signature: Jeff D White

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the Matter of the)
Marion County Budget for)
Fiscal Year 2026-27.)

RESOLUTION No._____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on June 17, 2026, to adopt the budget, make appropriations, and impose and categorize taxes for fiscal year 2026-2027.

WHEREAS, at its March 19, 2026 meeting, the Marion County Budget Committee approved a budget for fiscal year 2026-27 in the amount of $676,116,178 and referred that budget to the Marion County Board of Commissioners, and further directed staff to prepare two changes for inclusion in the Adopted Budget: (1) to bring forward a Board action establishing a centralized interest fund and incorporate that fund into the Adopted Budget; and (2) to conduct a review on the Environmental Services Fund, which review has been completed and an adjustment to Net Working Capital has been incorporated into the Adopted Budget; now, therefore,

BE IT RESOLVED that for the fiscal year beginning July 1, 2026, the total budget amount of $687,492,324 is hereby adopted and $609,723,303 is hereby appropriated for the fund and department purposes shown in the attached schedule(s) and by this reference made a part hereof; and

IT IS FURTHER RESOLVED that the Marion County Board of Commissioners hereby imposes the taxes provided for in the adopted budget at the rate of $3.0252 per $1,000 for operations, the same rate as the prior fiscal year, and these taxes are hereby imposed for tax year 2026-2027 upon the assessed value of all taxable property within the county; and

IT IS FURTHER RESOLVED that the Marion County Board of Commissioners hereby imposes taxes for 2026-2027 as categorized below:

General Government Limitation

General Fund Permanent Rate	$3.0252 per $1,000

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

MARION COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
Commissioner

_____
Commissioner

MARION COUNTY FY 2026-27 BUDGET
BOARD RESOLUTION FOR CHANGES FROM APPROVED TO ADOPTED STAGE

Attachment 1 of 2 to Resolution No._____
June 17, 2026

	Budget Committee Approved	Adopted Changes	Board Adopted
GENERAL FUND 100			
Resources:			
Taxes	$ 104,639,560	$ -	$ 104,639,560
Licenses and Permits	55,755	-	55,755
Intergovernmental Federal	501,164	-	501,164
Intergovernmental State	4,204,672	-	4,204,672
Charges for Services	5,677,773	-	5,677,773
Fines and Forfeitures	211,792	-	211,792
Interest	2,553,319	-	2,553,319
Other Revenues	54,988	-	54,988
Other Fund Transfers	4,314,650	1,903,319	6,217,969
Net Working Capital	23,993,826		23,993,826
TOTAL RESOURCES	$ 146,207,499	$ 1,903,319	$ 148,110,818
Requirements:			
Assessor's Office	$ 9,805,368	$ -	$ 9,805,368
Clerk's Office	4,117,386	-	4,117,386
Community Services Department	1,325,397	-	1,325,397
District Attorney's Office	15,480,768	-	15,480,768
Justice Court	1,834,945	-	1,834,945
Juvenile Department	18,797,800	-	18,797,800
Sheriff's Office	65,148,181	-	65,148,181
Non-Departmental			
Materials and Services	7,636,984	-	7,636,984
Transfers Out	14,158,135	1,903,319	16,061,454
Contingency	1,552,268	-	1,552,268
Unappropriated Ending Fund Balance	6,350,267	-	6,350,267
TOTAL REQUIREMENTS	$ 146,207,499	$ 1,903,319	$ 148,110,818

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

AMERICAN RESCUE FUND 110			
Resources:			
Intergovernmental Federal	$ 1,612,577	$ -	$ 1,612,577
TOTAL RESOURCES	$ 1,612,577	$ -	$ 1,612,577
Requirements:			
Non-Departmental: Materials and Services	$ 1,612,577	$ -	$ 1,612,577
TOTAL REQUIREMENTS	$ 1,612,577	$ -	$ 1,612,577

Explanation of Changes: No interest earnings are associated with this fund; therefore, interest-related adjustments are not applicable.

MARION COUNTY FY 2026-27 BUDGET
BOARD RESOLUTION FOR CHANGES FROM APPROVED TO ADOPTED STAGE

Attachment 1 of 2 to Resolution No._____
June 17, 2026

BUILDING INSPECTION FUND 330

Resources:

	Budget Committee Approved	Adopted Changes	Board Adopted
Licenses and Permits	$ 4,000,000	$ -	$ 4,000,000
Interest	204,000	-	204,000
Other Fund Transfers	1,000,000	204,000	1,204,000
Net Working Capital	8,139,203	-	8,139,203
TOTAL RESOURCES	$ 13,343,203	$ 204,000	$ 13,547,203

Requirements:

Public Works Department	9,094,907	-	9,094,907
Transfers Out	751,000	204,000	955,000
Contingency	1,300,000	-	1,300,000
Unappropriated Ending Fund Balance	2,197,296	-	2,197,296
TOTAL REQUIREMENTS	$ 13,343,203	$ 204,000	$ 13,547,203

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

CAPITAL IMPROVEMENT PROJECTS FUND 480

Resources:

Intergovernmental State	$ 99,645	$ -	$ 99,645
Charges for Services	$ 87,500		$ 87,500
Interest	250,000	-	250,000
General Fund Transfers	307,655	-	307,655
Other Fund Transfers	2,371,974	250,000	2,621,974
Net Working Capital	5,311,768	-	5,311,768
TOTAL RESOURCES	$ 8,428,542	$ 250,000	$ 8,678,542

Requirements:

Non-Departmental: Capital Outlay	$ 7,275,976	$ -	$ 7,275,976
Transfers Out	-	250,000	250,000
Contingency	300,000	-	300,000
Reserve for Future Expenditures	852,566	-	852,566
TOTAL REQUIREMENTS	$ 8,428,542	$ 250,000	$ 8,678,542

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

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	Budget Committee Approved	Adopted Changes	Board Adopted
CENTRAL SERVICES FUND 580			
Resources:			
Intergovernmental Federal	$ 25,018	$ -	$ 25,018
Charges for Services	713,622	-	713,622
Admin Cost Recovery	40,459,926	-	40,459,926
General Fund Transfers	2,216,123	-	2,216,123
Other Fund Transfers	120,000	-	120,000
TOTAL RESOURCES	$ 43,534,689	$ -	$ 43,534,689
Requirements:			
Board of Commissioners Office	$ 4,909,129	$ -	$ 4,909,129
Business Services	8,894,463		8,894,463
Finance	5,955,697	-	5,955,697
Human Resources	4,652,052		4,652,052
Information Technology	13,710,448		13,710,448
Legal	2,640,070	-	2,640,070
Non-Departmental: Materials and Services	2,772,830	-	2,772,830
TOTAL REQUIREMENTS	$ 43,534,689	$ -	$ 43,534,689

Explanation of Changes: No interest earnings are associated with this fund; therefore, interest-related adjustments are not applicable.

CHILD SUPPORT FUND 220			
Resources:			
Intergovernmental Federal	$ 1,626,693	$ -	$ 1,626,693
Intergovernmental State	144,828	-	144,828
Charges for Services	27,835	-	27,835
General Fund Transfers	492,845	-	492,845
TOTAL RESOURCES	$ 2,292,201	$ -	$ 2,292,201
Requirements:			
District Attorney's Office	$2,292,201	-	2,292,201
TOTAL REQUIREMENTS	$ 2,292,201	$ -	$ 2,292,201

Explanation of Changes: No interest earnings are associated with this fund; therefore, interest-related adjustments are not applicable.

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COMMUNITY CORRECTIONS FUND 180

Resources:

	Budget Committee Approved	Adopted Changes	Board Adopted
Intergovernmental State	$ 18,414,630	$ -	$ 18,414,630
Charges for Services	212,003	-	212,003
Interest	119,948	-	119,948
Other Revenues	23,947	-	23,947
General Fund Transfers	2,000	-	2,000
Other Fund Transfers	252,248	119,948	372,196
Net Working Capital	1,795,332	-	1,795,332
TOTAL RESOURCES	$ 20,820,108	$ 119,948	$ 20,940,056

Requirements:

Sheriff's Office	16,074,610	$ -	$ 16,074,610
Transfers Out	4,191,480	119,948	4,311,428
Contingency	554,018	-	554,018
TOTAL REQUIREMENTS	$ 20,820,108	$ 119,948	$ 20,940,056

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

COMMUNITY DEVELOPMENT FUND 170

Resources:

Intergovernmental Federal	$ 3,919,082	$ -	$ 3,919,082
Interest	7,516	-	7,516
Other Fund Transfers	-	7,516	7,516
Net Working Capital	207,331	-	207,331
TOTAL RESOURCES	$ 4,133,929	$ 7,516	$ 4,141,445

Requirements:

Community Services	$2,411,497	$ -	$ 2,411,497
Transfers Out	20,000	7,516	27,516
Reserve for Future Expenditure	1,702,432	-	1,702,432
TOTAL REQUIREMENTS	$ 4,133,929	$ 7,516	$ 4,141,445

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

COMMUNITY SERVICES GRANTS FUND 160

Resources:

Intergovernmental Federal	$ 17,563,771	$ -	$ 17,563,771
TOTAL RESOURCES	$ 17,563,771	$ -	$ 17,563,771

Requirements:

Community Services	$ 7,416,732	$ -	$ 7,416,732
Reserve for Future Expenditure	10,147,039	-	10,147,039
TOTAL REQUIREMENTS	$ 17,563,771	$ -	$ 17,563,771

Explanation of Changes: No interest earnings are associated with this fund; therefore, interest-related adjustments are not applicable.

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COUNTY CLERK RECORDS FUND 120

Resources:

	Budget Committee Approved	Adopted Changes	Board Adopted
Charges for Services	$ 90,000	$ -	$ 90,000
Interest	2,200	-	2,200
General Fund Transfers	70,042	-	70,042
Other Fund Transfers	-	2,200	2,200
Net Working Capital	35,603	-	35,603
TOTAL RESOURCES	$ 197,845	$ 2,200	$ 200,045

Requirements:

Clerk's Office	$197,845	$ -	$ 197,845
Transfers Out	-	2,200	2,200
TOTAL REQUIREMENTS	$ 197,845	$ 2,200	$ 200,045

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

COUNTY FAIR FUND 270

Resources:

Intergovernmental State	$ 79,782	$ -	$ 79,782
Charges for Services	290,246	-	290,246
Interest	31,217	-	31,217
Other Revenues	18,032	-	18,032
Other Fund Transfers	-	31,217	31,217
Net Working Capital	699,160	-	699,160
TOTAL RESOURCES	$ 1,118,437	$ 31,217	$ 1,149,654

Requirements:

Community Services	$625,522	$ -	$ 625,522
Transfers Out	-	$ 31,217	31,217
Reserve for Future Expenditure	492,915	-	492,915
TOTAL REQUIREMENTS	$ 1,118,437	$ 31,217	$ 1,149,654

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

COUNTY SCHOOLS FUND 210

Resources:

Intergovernmental Federal	$ 204,828	$ -	$ 204,828
Intergovernmental State	654,653	-	654,653
Interest	3,617	-	3,617
Net Working Capital	203,992	-	203,992
TOTAL RESOURCES	$ 1,067,090	$ -	$ 1,067,090

Requirements:

Non- Departmental: Special Payments	$ 1,067,090	$ -	$ 1,067,090
TOTAL REQUIREMENTS	$ 1,067,090	$ -	$ 1,067,090

Explanation of Changes: All interest earnings for this fund were determined to be restricted and will therefore remain within the fund. No transfers of interest revenue occur, resulting in no net budgetary impact.

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CRIMINAL JUSTICE ASSESSMENT FUND 185

Resources:

	Budget Committee Approved	Adopted Changes	Board Adopted
Fines and Forfeitures	$ 1,038,231	$ -	$ 1,038,231
Interest	13,269	-	13,269
Net Working Capital	394,672	-	394,672
TOTAL RESOURCES	$ 1,446,172	$ -	$ 1,446,172

Requirements:

Non-Departmental: Materials and Services	$ 450,949	$ -	$ 450,949
Transfers Out	756,744	-	756,744
Contingency	68,943	-	68,943
Unappropriated Ending Fund Balance	169,536	-	169,536
TOTAL REQUIREMENTS	$ 1,446,172	$ -	$ 1,446,172

Explanation of Changes: All interest earnings for this fund were determined to be restricted and will therefore remain within the fund. No transfers of interest revenue occur, resulting in no net budgetary impact.

DEBT SERVICE FUND 410

Resources:

Admin Cost Recovery	$ 6,752,371	$ -	$ 6,752,371
Interest	167,100	-	167,100
General Fund Transfers	3,335,366	-	3,335,366
Other Fund Transfers	2,284,875	-	2,284,875
Net Working Capital	6,502,239	-	6,502,239
TOTAL RESOURCES	$ 19,041,951	$ -	$ 19,041,951

Requirements:

Non-Departmental: Materials and Services	$ 42,296	$ -	$ 42,296
Debt Service	12,086,318	-	12,086,318
Unappropriated Ending Fund Balance	6,913,337	-	6,913,337
TOTAL REQUIREMENTS	$ 19,041,951	$ -	$ 19,041,951

Explanation of Changes: All interest earnings for this fund were determined to be restricted and will therefore remain within the fund. No transfers of interest revenue occur, resulting in no net budgetary impact.

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DISTRICT ATTORNEY GRANTS FUND 300

Resources:

	Budget Committee Approved	Adopted Changes	Board Adopted
Intergovernmental Federal	$ 576,385	$ -	$ 576,385
Intergovernmental State	237,276	-	237,276
Charges for Services	273,781	-	273,781
Interest	3,870	-	3,870
Other Revenues	20,000	-	20,000
General Fund Transfers	178,303	-	178,303
Other Fund Transfers	172,496	-	172,496
Net Working Capital	224,738	-	224,738
TOTAL RESOURCES	$ 1,686,849	$ -	$ 1,686,849

Requirements:

District Attorney's Office	$1,628,336	$ -	$ 1,628,336
Contingency	58,513	-	58,513
TOTAL REQUIREMENTS	$ 1,686,849	$ -	$ 1,686,849

Explanation of Changes: All interest earnings for this fund were determined to be restricted and will therefore remain within the fund. No transfers of interest revenue occur, resulting in no net budgetary impact.

DOG SERVICES FUND 230

Resources:

Licenses and Permits	$ 185,000	$ -	$ 185,000
Charges for Services	84,850	-	84,850
Fines and Forfeitures	10,000	-	10,000
Interest	3,000	-	3,000
Other Revenues	7,800	-	7,800
General Fund Transfers	1,873,931	-	1,873,931
Other Fund Transfers	-	3,000	3,000
Net Working Capital	21,561	-	21,561
TOTAL RESOURCES	$ 2,186,142	$ 3,000	$ 2,189,142

Requirements:

Community Services	$2,186,142	$ -	$ 2,186,142
Transfers Out	-	3,000	3,000
TOTAL REQUIREMENTS	$ 2,186,142	$ 3,000	$ 2,189,142

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

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ENHANCED PUBLIC SAFETY ESSD FUND 245

Resources:

	Budget Committee Approved	Adopted Changes	Board Adopted
Charges for Services	$ 2,163,260	$ -	$ 2,163,260
Interest	3,418	-	3,418
Other Fund Transfers	-	3,418	3,418
Net Working Capital	94,292	-	94,292
TOTAL RESOURCES	$ 2,260,970	$ 3,418	$ 2,264,388

Requirements:

Sheriff's Office	$2,260,970	$ -	$ 2,260,970
Transfers Out	-	3,418	3,418
TOTAL REQUIREMENTS	$ 2,260,970	$ 3,418	$ 2,264,388

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

ENVIRONMENTAL SERVICES FUND 510

Resources:

Taxes	$ 560,000	$ -	$ 560,000
Charges for Services	14,512,907	-	14,512,907
Interest	500,000	-	500,000
Other Revenues	1,000,000	(1,000,000)	-
Other Fund Transfers	-	500,000	500,000
Net Working Capital	23,104,901	1,071,804	24,176,705
TOTAL RESOURCES	$ 39,677,808	$ 571,804	$ 40,249,612

Requirements:

Public Works Department	$22,326,825	$ (2,300,000)	$ 20,026,825
Transfers Out	-	500,000	500,000
Contingency	17,350,983	2,371,804	19,722,787
TOTAL REQUIREMENTS	$ 39,677,808	$ 571,804	$ 40,249,612

Explanation of Changes: Other Revenues decreased by $1,000,000 due to the County no longer anticipating pass-through funding from the Department of Environmental Quality (DEQ) for a contamination reduction program. Net Working Capital increased by $1,071,804 because FY 2025-26 leachate costs were lower than initially anticipated, and Materials and Services decreased by $2,300,000 due to FY 2026-27 leachate costs being lower than originally projected in the Proposed Budget. In addition, unrestricted interest earnings are transferred out to the newly established countywide Interest Investment Fund, with an offsetting transfer in from that fund, resulting in no net budgetary impact.

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FACILITY RENOVATION FUND 455

Resources:

	Budget Committee Approved	Adopted Changes	Board Adopted
Interest	$ 200,000	$ -	$ 200,000
Other Fund Transfers	-	20,000	20,000
Net Working Capital	7,265,085	-	7,265,085
TOTAL RESOURCES	$ 7,465,085	$ 20,000	$ 7,485,085

Requirements:

Non-Departmental: Capital Outlay	$ 5,662,831	$ -	$ 5,662,831
Transfers Out	739,350	20,000	759,350
Reserve for Future Expenditures	1,062,904	-	1,062,904
TOTAL REQUIREMENTS	$ 7,465,085	$ 20,000	$ 7,485,085

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

FLEET MANAGEMENT FUND 595

Resources:

Charges for Services	$ 2,968,719	$ -	$ 2,968,719
General Fund Transfers	12,420.00	-	12,420
Settlements	66,840	-	66,840
Net Working Capital	3,314,120	-	3,314,120
TOTAL RESOURCES	$ 6,362,099	$ -	$ 6,362,099

Requirements:

Public Works Department	$ 2,738,522	$ -	$ 2,738,522
Contingency	630,000	-	630,000
Unappropriated Ending Fund Balance	2,993,577	-	2,993,577
TOTAL REQUIREMENTS	$ 6,362,099	$ -	$ 6,362,099

Explanation of Changes: No interest earnings are associated with this fund; therefore, interest-related adjustments are not applicable.

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HEALTH & HUMAN SERVICES FUND 190

Resources:

	Budget Committee Approved	Adopted Changes	Board Adopted
Intergovernmental Federal	$ 4,645,968	$ -	$ 4,645,968
Intergovernmental State	45,850,029	-	45,850,029
Charges for Services	32,196,930	-	32,196,930
Interest	1,009,978	-	1,009,978
General Fund Transfers	4,149,825	-	4,149,825
Other Fund Transfers	118,826	1,009,978	1,128,804
Settlements	827,265	-	827,265
Net Working Capital	28,761,497	-	28,761,497
TOTAL RESOURCES	$ 117,560,318	$ 1,009,978	$ 118,570,296

Requirements:

Health and Human Services	$96,014,672	$ -	$ 96,014,672
Transfers Out	2,982,421	1,009,978	3,992,399
Contingency	11,722,393	-	11,722,393
Unappropriated Ending Fund Balance	6,840,832	-	6,840,832
TOTAL REQUIREMENTS	$ 117,560,318	$ 1,009,978	$ 118,570,296

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

INMATE WELFARE FUND 290

Resources:

Charges for Services	$ 213,321	$ -	$ 213,321
Interest	12,303	-	12,303
Other Fund Transfers	-	12,303	12,303
Net Working Capital	339,382	-	339,382
TOTAL RESOURCES	$ 565,006	$ 12,303	$ 577,309

Requirements:

Sheriff's Office	$ 351,958	$ -	$ 351,958
Transfers Out	-	12,303	12,303
Contingency	56,501	-	56,501
Unappropriated Ending Fund Balance	156,547	-	156,547
TOTAL REQUIREMENTS	$ 565,006	$ 12,303	$ 577,309

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

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INTEREST INVESTMENT FUND 104

Resources:

	Budget Committee Approved	Adopted Changes	Board Adopted
Transfers In	-	5,652,171	5,652,171
TOTAL RESOURCES	$ -	$ 5,652,171	$ 5,652,171

Requirements:

Transfers Out	-	5,652,171	5,652,171
TOTAL REQUIREMENTS	$ -	$ 5,652,171	$ 5,652,171

Explanation of Changes: This new fund is established in the Adopted Stage to centrally track and manage unrestricted interest earnings countywide. Transfers In reflect the transfer of unrestricted interest revenue earned from various funds into the Interest Investment Fund. Transfers Out reflect the redistribution of those interest earnings back to the originating funds. Total Transfers In equal total Transfers Out, resulting in no net budgetary impact.

JUVENILE GRANTS FUND 125

Resources:

Intergovernmental Federal	$ 286,035	$ -	$ 286,035
Intergovernmental State	1,365,634	-	1,365,634
Charges for Services	3,436,209	-	3,436,209
Interest	13,600	-	13,600
Other Revenues	8,200	-	8,200
Other Fund Transfers	252,248	13,600	265,848
Net Working Capital	1,270,226	-	1,270,226
TOTAL RESOURCES	$ 6,632,152	$ 13,600	$ 6,645,752

Requirements:

Juvenile Department	$5,715,346	$ -	$ 5,715,346
Transfers Out	55,000	13,600	68,600
Contingency	517,049	-	517,049
Reserve for Future Expenditure	344,757	-	344,757
TOTAL REQUIREMENTS	$6,632,152	$ 13,600	$ 6,645,752

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

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LAND USE PLANNING FUND 305

Resources:

	Budget Committee Approved	Adopted Changes	Board Adopted
Charges for Services	$ 390,000	$ -	$ 390,000
Interest	2,220	-	2,220
General Fund Transfers	673,489	-	673,489
Other Fund Transfers	329,500	2,220	331,720
TOTAL RESOURCES	$ 1,395,209	$ 2,220	$ 1,397,429

Requirements:

Public Works Department	$ 1,395,209	$ -	$ 1,395,209
Transfers Out	-	2,220	2,220
TOTAL REQUIREMENTS	$ 1,395,209	$ 2,220	$ 1,397,429

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

LAW LIBRARY FUND 260

Resources:

Charges for Services	$ 373,205	$ -	$ 373,205
Interest	34,196	-	34,196
Other Fund Transfers	-	34,196	34,196
Net Working Capital	964,329	-	964,329
TOTAL RESOURCES	$ 1,371,730	$ 34,196	$ 1,405,926

Requirements:

Legal Department	$401,918	$ -	$ 401,918
Transfers Out	-	34,196	34,196
Contingency	55,000	-	55,000
Unappropriated Ending Fund Balance	914,812	-	914,812
TOTAL REQUIREMENTS	$ 1,371,730	$ 34,196	$ 1,405,926

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

LOTTERY AND ECONOMIC DEVELOPMENT FUND 165

Resources:

Intergovernmental Federal	$ 204,391	$ -	$ 204,391
Intergovernmental State	2,646,000	-	2,646,000
Interest	136,320	-	136,320
Net Working Capital	4,324,351	-	4,324,351
TOTAL RESOURCES	$ 7,311,062	$ -	$ 7,311,062

Requirements:

Community Services	$1,932,083	$ -	$ 1,932,083
Transfers Out	329,500	-	329,500
Reserve for Future Expenditure	5,049,479	-	5,049,479
TOTAL REQUIREMENTS	$ 7,311,062	$ -	$ 7,311,062

Explanation of Changes: All interest earnings for this fund were determined to be restricted and will therefore remain within the fund. No transfers of interest revenue occur, resulting in no net budgetary impact.

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	Budget Committee Approved	Adopted Changes	Board Adopted
NON-DEPARTMENTAL GRANTS FUND 115			
Resources:			
Intergovernmental Federal	$ 109,114	$ -	$ 109,114
Intergovernmental State	1,247,985	-	1,247,985
Interest	6,999	-	6,999
General Fund Transfers	48,302	-	48,302
Other Fund Transfers	-	4,999	4,999
Net Working Capital	10,463,020	-	10,463,020
TOTAL RESOURCES	$ 11,875,420	$ 4,999	$ 11,880,419
Requirements:			
Non-Departmental: Materials and Services	$ 2,765,714	$ -	$ 2,765,714
Capital Outlay	2,421,736		2,421,736
Transfers Out	6,670,835	4,999	6,675,834
Contingency	17,135	-	17,135
TOTAL REQUIREMENTS	$ 11,875,420	$ 4,999	$ 11,880,419

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

PARKS FUND 310			
Resources:			
Intergovernmental Federal	$ 647,500	$ -	$ 647,500
Intergovernmental State	300,000	-	300,000
Charges for Services	107,200	-	107,200
Interest	2,500	-	2,500
General Fund Transfers	361,078	-	361,078
Other Fund Transfers	20,000	2,500	22,500
Net Working Capital	616,704	-	616,704
TOTAL RESOURCES	$ 2,054,982	$ 2,500	$ 2,057,482
Requirements:			
Public Works Department	$1,875,813	$ -	$ 1,875,813
Transfers Out	-	2,500	2,500
Contingency	179,169	-	179,169
TOTAL REQUIREMENTS	$ 2,054,982	$ 2,500	$ 2,057,482

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

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	Budget Committee Approved	Adopted Changes	Board Adopted
PUBLIC SAFETY RADIO 116			
Resources:			
Charges for Services	$ 206,744	$ -	$ 206,744
TOTAL RESOURCES	$ 206,744	$ -	$ 206,744
Explanation of Changes:			
Requirements:			
Non-Departmental: Materials and Services	166,692	-	166,692
Contingency	40,052	-	40,052
TOTAL REQUIREMENTS	$ 206,744	$ -	$ 206,744

Explanation of Changes: No interest earnings are associated with this fund; therefore, interest-related adjustments are not applicable.

	Budget Committee Approved	Adopted Changes	Board Adopted
PUBLIC WORKS FUND 130			
Resources:			
Licenses and Permits	$ 87,000	$ -	$ 87,000
Intergovernmental Federal	19,825,029	-	19,825,029
Intergovernmental State	32,645,835	-	32,645,835
Charges for Services	5,286,067	-	5,286,067
Fines and Forfeitures	1,000	-	1,000
Interest	1,180,000	-	1,180,000
Other Revenues	4,000	-	4,000
General Fund Transfers	296,414	-	296,414
Other Fund Transfers	-	1,132,800	1,132,800
Net Working Capital	39,235,095	-	39,235,095
TOTAL RESOURCES	$ 98,560,440	$ 1,132,800	$ 99,693,240
Requirements:			
Public Works Department	$71,990,356	$ -	$ 71,990,356
Transfers Out	1,000,000	1,132,800	2,132,800
Contingency	5,762,000	-	5,762,000
Unappropriated Ending Fund Balance	19,808,084	-	19,808,084
TOTAL REQUIREMENTS	$ 98,560,440	$ 1,132,800	$ 99,693,240

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

Attachment 1 of 2 to Resolution No._____
June 17, 2026

	Budget Committee Approved	Adopted Changes	Board Adopted
PUBLIC WORKS GRANTS FUND 135			
Resources:			
Intergovernmental Federal	$ 11,148,869	$ -	$ 11,148,869
intergovernmental State	5,000	-	5,000
Interest	5,253,445	-	5,253,445
Other Fund Transfers	-	5,000	5,000
TOTAL RESOURCES	$ 16,407,314	$ 5,000	$ 16,412,314
Requirements:			
Public Works Department	$16,407,314	$ -	$ 16,407,314
Transfers Out	-	5,000	5,000
TOTAL REQUIREMENTS	$ 16,407,314	$ 5,000	$ 16,412,314

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

RAINY DAY FUND 381			
Resources:			
Interest	$ 83,947	$ -	$ 83,947
Net Working Capital	2,620,023	-	2,620,023
TOTAL RESOURCES	$ 2,703,970	$ -	$ 2,703,970
Requirements:			
Reserve for Future Expenditures	$ 2,703,970	$ -	$ 2,703,970
TOTAL REQUIREMENTS	$ 2,703,970	$ -	$ 2,703,970

Explanation of Changes: All interest earnings for this fund were determined to be restricted and will therefore remain within the fund. No transfers of interest revenue occur, resulting in no net budgetary impact.

SELF INSURANCE FUND 585			
Resources:			
Charges for Services	$ 40,949,687	$ -	$ 40,949,687
Interest	321,674	-	321,674
Other Fund Transfers	-	321,674	321,674
Settlements	50,000	-	50,000
Net Working Capital	11,251,780	-	11,251,780
TOTAL RESOURCES	$ 52,573,141	$ 321,674	$ 52,894,815
Requirements:			
Non-Departmental: Materials and Services	$ 41,265,917	$ -	$ 41,265,917
Transfers Out	-	321,674	321,674
Contingency	5,457,250	-	5,457,250
Reserve for Future Expenditures	2,378,000	-	2,378,000
Unappropriated Ending Fund Balance	3,471,974	-	3,471,974
TOTAL REQUIREMENTS	$ 52,573,141	$ 321,674	$ 52,894,815

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

Attachment 1 of 2 to Resolution No._____
June 17, 2026

	Budget Committee Approved	Adopted Changes	Board Adopted
SHERIFF GRANTS FUND 250			
Resources:			
Licenses and Permits	$ 26,472	$ -	$ 26,472
Intergovernmental Federal	411,377	-	411,377
Intergovernmental State	450,854	-	450,854
Charges for Services	1,771,929	-	1,771,929
Interest	528	-	528
Other Revenues	20,000	-	20,000
Other Fund Transfers	1,126,068	528	1,126,596
Net Working Capital	1,261,384	-	1,261,384
TOTAL RESOURCES	$ 5,068,612	$ 528	$ 5,069,140
Requirements:			
Sheriff's Office	$3,963,191	$ -	$ 3,963,191
Transfers Out	-	528	528
Contingency	499,594	-	499,594
Unappropriated Ending Fund Balance	605,827	-	605,827
TOTAL REQUIREMENTS	$ 5,068,612	$ 528	$ 5,069,140

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

STORMWATER MANAGEMENT FUND 515			
Resources:			
Charges for Services	$ 931,674	$ -	$ 931,674
Interest	30,000	-	30,000
Other Fund Transfers	-	30,000	30,000
Net Working Capital	1,175,399	-	1,175,399
TOTAL RESOURCES	$ 2,137,073	$ 30,000	$ 2,167,073
Requirements:			
Public Works Department	$1,710,229	$ -	$ 1,710,229
Transfers Out	-	30,000	30,000
Contingency	200,000	-	200,000
Unappropriated Ending Fund Balance	226,844	-	226,844
TOTAL REQUIREMENTS	$ 2,137,073	$ 30,000	$ 2,167,073

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

Attachment 1 of 2 to Resolution No._____
June 17, 2026

	Budget Committee Approved	Adopted Changes	Board Adopted
SURVEYOR FUND 320			
Resources:			
Charges for Services	$ 697,777	$ -	$ 697,777
Interest	95,000	-	95,000
General Fund Transfers	140,342	-	140,342
Net Working Capital	2,874,608	-	2,874,608
TOTAL RESOURCES	$ 3,807,727	$ -	$ 3,807,727
Requirements:			
Public Works Department	$1,502,902	$ -	$ 1,502,902
Contingency	207,000	-	207,000
Unappropriated Ending Fund Balance	2,097,825	-	2,097,825
TOTAL REQUIREMENTS	$ 3,807,727	$ -	$ 3,807,727

Explanation of Changes: All interest earnings for this fund were determined to be restricted and will therefore remain within the fund. No transfers of interest revenue occur, resulting in no net budgetary impact.

TAX TITLE LAND SALES FUND 155			
Resources:			
Charges for Services	$ 400,000	$ -	$ 400,000
Interest	45,000	-	45,000
Other Revenues	130,000	-	130,000
Net Working Capital	1,658,511	-	1,658,511
TOTAL RESOURCES	$ 2,233,511	$ -	$ 2,233,511
Requirements:			
Non-Departmental: Materials and Services	$ 168,201	$ -	$ 168,201
Capital Outlay	$ 25,000	-	25,000
Special Payments	1,432,109	-	1,432,109
Transfers Out	120,000	-	120,000
Contingency	200,000	-	200,000
Reserve for Future Expenditures	288,201	-	288,201
TOTAL REQUIREMENTS	$ 2,233,511	$ -	$ 2,233,511

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

MARION COUNTY FY 2026-27 BUDGET
BOARD RESOLUTION FOR CHANGES FROM APPROVED TO ADOPTED STAGE

Attachment 1 of 2 to Resolution No._____
June 17, 2026

	Budget Committee Approved	Adopted Changes	Board Adopted
TRAFFIC SAFETY FUND 255			
Resources:			
Intergovernmental Federal	$ 15,000	$ -	$ 15,000
Fines and Forfeitures	2,110,523	-	2,110,523
Interest	37,755	-	37,755
Other Fund Transfers	-	37,755	37,755
Net Working Capital	1,041,522	-	1,041,522
TOTAL RESOURCES	$ 3,204,800	$ 37,755	$ 3,242,555
Requirements:			
Sheriff's Office	$2,978,388	$ -	$ 2,978,388
Transfers Out	-	37,755	37,755
Contingency	226,412	-	226,412
TOTAL REQUIREMENTS	$ 3,204,800	$ 37,755	$ 3,242,555

Explanation of Changes: Unrestricted interest earnings are Transferred Out to the newly established countywide Interest Investment Fund, with an offsetting Transfer In from that fund resulting in no net budgetary impact.

TOTAL ALL FUNDS			
Resources:	$ 676,116,178	$ 11,376,146	$ 687,492,324
Requirements:			
Appropriations	$ 598,347,157	$ 11,376,146	$ 609,723,303
Reserve for Future Expenditures	25,022,263	-	25,022,263
Unappropriated Ending Fund Balance	52,746,758	-	52,746,758
TOTAL REQUIREMENTS	$ 676,116,178	$ 11,376,146	$ 687,492,324

MARION COUNTY FY 2026-27 BUDGET
BOARD RESOLUTION ADOPTING BUDGET AND IMPOSING TAX

Attachment 2 of 2 to Resolution No._____
June 17, 2026

	Appropriated Budget July 1, 2026	Unappropriated Budget July 1, 2026	Fund Total July 1, 2026
GENERAL FUND			
Assessor's Office	$ 9,805,368		
County Clerk's Office	4,117,386		
Community Services	1,325,397		
District Attorney's Office	15,480,768		
Justice Court	1,834,945		
Juvenile	18,797,800		
Sheriff's Office	65,148,181		
Non Departmental:			
Materials and Services	7,636,984		
Transfers Out	16,061,454		
Contingency	1,552,268		
Unappropriated Ending Fund Balance		6,350,267	
Total	$ 141,760,551	$ 6,350,267	$ 148,110,818
AMERICAN RESCUE PLAN FUND			
Non-Departmental: Materials and Services	1,612,577		
Total	$ 1,612,577	$ -	$ 1,612,577
BUILDING INSPECTION FUND			
Public Works	9,094,907		
Transfers Out	955,000		
Contingency	1,300,000		
Unappropriated Ending Fund Balance		2,197,296	
Total	$ 11,349,907	$ 2,197,296	$ 13,547,203
CAPITAL IMPROVEMENT PROJECTS FUND			
Non-Departmental: Capital Outlay	7,275,976		
Transfers Out	250,000		
Contingency	300,000		
Reserve for Future Expenditure		852,566	
Total	$ 7,825,976	$ 852,566	$ 8,678,542

MARION COUNTY FY 2026-27 BUDGET
BOARD RESOLUTION ADOPTING BUDGET AND IMPOSING TAX

Attachment 2 of 2 to Resolution No._____

June 17, 2026

	Appropriated Budget July 1, 2026	Unappropriated Budget July 1, 2026	Fund Total July 1, 2026
CENTRAL SERVICES FUND			
Board of Commissioners Office	4,909,129		
Business Services	8,894,463		
Finance	5,955,697		
Human Resources	4,652,052		
Information Technology	13,710,448		
Legal	2,640,070		
Non-Departmental: Materials and Services	2,772,830		
Total	$ 43,534,689	$ -	$ 43,534,689
CHILD SUPPORT FUND			
District Attorney's Office	2,292,201		
Total	$ 2,292,201	$ -	$ 2,292,201
COMMUNITY CORRECTIONS FUND			
Sheriff's Office	16,074,610		
Transfers Out	4,311,428		
Contingency	554,018		
Total	$ 20,940,056	$ -	$ 20,940,056
COMMUNITY DEVELOPMENT FUND			
Community Services	2,411,497		
Transfers Out	27,516		
Reserve for Future Expenditure		1,702,432	
Total	$ 2,439,013	$ 1,702,432	$ 4,141,445
COMMUNITY SERVICES GRANTS FUND			
Community Services	7,416,732		
Reserve for Future Expenditure		10,147,039	
Total	$ 7,416,732	$ 10,147,039	$ 17,563,771
COUNTY CLERK RECORDS FUND			
Clerk's Office	197,845		
Transfers Out	2,200		
Total	$ 200,045	$ -	$ 200,045

MARION COUNTY FY 2026-27 BUDGET
BOARD RESOLUTION ADOPTING BUDGET AND IMPOSING TAX

Attachment 2 of 2 to Resolution No._____
June 17, 2026

	Appropriated Budget July 1, 2026	Unappropriated Budget July 1, 2026	Fund Total July 1, 2026
COUNTY FAIR FUND			
Community Services	625,522		
Transfers Out	31,217		
Reserve for Future Expenditure		492,915	
Total	$ 656,739	$ 492,915	$ 1,149,654
COUNTY SCHOOLS FUND			
Non-Departmental: Special Payments	1,067,090		
Total	$ 1,067,090	$ -	$ 1,067,090
CRIMINAL JUSTICE ASSESSMENT FUND			
Non-Departmental: Materials and Services	450,949		
Transfers Out	756,744		
Contingency	68,943		
Unappropriated Ending Fund Balance	-	169,536	
Total	$ 1,276,636	$ 169,536	$ 1,446,172
DEBT SERVICE FUND			
Non-Departmental: Materials and Services	42,296		
Debt Service	12,086,318		
Unappropriated Ending Fund Balance		6,913,337	
Total	$ 12,128,614	$ 6,913,337	$ 19,041,951
DISTRICT ATTORNEY GRANTS FUND			
District Attorney's Office	1,628,336		
Contingency	58,513		
Total	$ 1,686,849	$ -	$ 1,686,849
DOG SERVICES FUND			
Community Services	2,186,142		
Transfers Out	3,000		
Total	$ 2,189,142	$ -	$ 2,189,142
ENHANCED PUBLIC SAFETY ESSD FUND			
Sheriff's Office	2,260,970		
Transfers Out	3,418		
Total	$ 2,264,388	$ -	$ 2,264,388

MARION COUNTY FY 2026-27 BUDGET
BOARD RESOLUTION ADOPTING BUDGET AND IMPOSING TAX

Attachment 2 of 2 to Resolution No._____
June 17, 2026

	Appropriated Budget July 1, 2026	Unappropriated Budget July 1, 2026	Fund Total July 1, 2026
ENVIRONMENTAL SERVICES FUND			
Public Works	20,026,825		
Transfers Out	500,000		
Contingency	19,722,787		
Total	$ 40,249,612	$ -	$ 40,249,612
FACILITY RENOVATION FUND			
Non-Departmental: Capital Outlay	5,662,831		
Transfers Out	759,350		
Reserve for Future Expenditure		1,062,904	
Total	$ 6,422,181	$ 1,062,904	$ 7,485,085
FLEET MANAGEMENT FUND			
Public Works	2,738,522		
Contingency	630,000		
Unappropriated Ending Fund Balance		2,993,577	
Total	$ 3,368,522	$ 2,993,577	$ 6,362,099
HEALTH AND HUMAN SERVICES FUND			
Health and Human Services	96,014,672		
Transfers Out	3,992,399		
Contingency	11,722,393		
Unappropriated Ending Fund Balance		6,840,832	
Total	$ 111,729,464	$ 6,840,832	$ 118,570,296
INMATE WELFARE FUND			
Sheriff's Office	351,958		
Transfers Out	12,303		
Contingency	56,501		
Unappropriated Ending Fund Balance		156,547	
Total	$ 420,762	$ 156,547	$ 577,309
INTEREST INVESTMENT FUND			
Transfers Out	5,652,171		
Total	$ 5,652,171	$ -	$ 5,652,171

Attachment 2 of 2 to Resolution No._____
June 17, 2026

	Appropriated Budget July 1, 2026	Unappropriated Budget July 1, 2026	Fund Total July 1, 2026
JUVENILE GRANTS FUND			
Juvenile	5,715,346		
Transfers Out	68,600		
Contingency	517,049		
Reserve for Future Expenditure		344,757	
Total	$ 6,300,995	$ 344,757	$ 6,645,752
LAND USE PLANNING FUND			
Public Works	1,395,209		
Transfers Out	2,220		
Total	$ 1,397,429	$ -	$ 1,397,429
LAW LIBRARY FUND			
Legal	401,918		
Transfers Out	34,196		
Contingency	55,000		
Unappropriated Ending Fund Balance		914,812	
Total	$ 491,114	$ 914,812	$ 1,405,926
LOTTERY AND ECONOMIC DEVELOPMENT FUND			
Community Services	1,932,083		
Transfers Out	329,500		
Reserve for Future Expenditure		5,049,479	
Total	$ 2,261,583	$ 5,049,479	$ 7,311,062
NON-DEPARTMENTAL GRANTS FUND			
Non-Departmental: Materials and Services	2,765,714		
Capital Outlay	2,421,736		
Transfers Out	6,675,834		
Contingency	17,135		
Total	$ 11,880,419	$ -	$ 11,880,419
PARKS FUND			
Public Works	1,875,813		
Transfers Out	2,500		
Contingency	179,169		
Total	$ 2,057,482	$ -	$ 2,057,482

MARION COUNTY FY 2026-27 BUDGET
BOARD RESOLUTION ADOPTING BUDGET AND IMPOSING TAX

Attachment 2 of 2 to Resolution No._____
June 17, 2026

	Appropriated Budget July 1, 2026	Unappropriated Budget July 1, 2026	Fund Total July 1, 2026
PUBLIC SAFETY RADIO			
Non-Departmental: Materials and Services	166,692		
Contingency	40,052		
Total	$ 206,744	$ -	$ 206,744
PUBLIC WORKS FUND			
Public Works	71,990,356		
Transfers Out	2,132,800		
Contingency	5,762,000		
Unappropriated Ending Fund Balance		19,808,084	
Total	$ 79,885,156	$ 19,808,084	$ 99,693,240
PUBLIC WORKS GRANT FUND			
Public Works	16,407,314		
Transfers Out	5,000		
Total	$ 16,412,314	$ -	$ 16,412,314
RAINY DAY FUND			
Reserve for Future Expenditures		2,703,970	
Total	$ -	$ 2,703,970	$ 2,703,970
SELF-INSURANCE FUND			
Non-Departmental: Materials and Services	41,265,917		
Transfers Out	321,674		
Contingency	5,457,250		
Reserve for Future Expenditures		2,378,000	
Unappropriated Ending Fund Balance		3,471,974	
Total	$ 47,044,841	$ 5,849,974	$ 52,894,815
SHERIFF GRANTS FUND			
Sheriff's Office	3,963,191		
Transfers Out	528		
Contingency	499,594		
Unappropriated Ending Fund Balance		605,827	
Total	$ 4,463,313	$ 605,827	$ 5,069,140

MARION COUNTY FY 2026-27 BUDGET
BOARD RESOLUTION ADOPTING BUDGET AND IMPOSING TAX

Attachment 2 of 2 to Resolution No._____
June 17, 2026

	Appropriated Budget July 1, 2026	Unappropriated Budget July 1, 2026	Fund Total July 1, 2026
STORMWATER MANAGEMENT			
Public Works	1,710,229		
Transfers Out	30,000		
Contingency	200,000		
Unappropriated Ending Fund Balance		226,844	
Total	$ 1,940,229	$ 226,844	$ 2,167,073
SURVEYOR FUND			
Public Works	1,502,902		
Contingency	207,000		
Unappropriated Ending Fund Balance		2,097,825	
Total	$ 1,709,902	$ 2,097,825	$ 3,807,727
TAX TITLE LAND SALES FUND			
Non-Departmental: Materials and Services	168,201		
Capital Outlay	25,000		
Special Payments	1,432,109		
Transfers Out	120,000		
Contingency	200,000		
Reserve for Future Expenditures		288,201	
Total	$ 1,945,310	$ 288,201	$ 2,233,511
TRAFFIC SAFETY TEAM FUND			
Sheriff's Office	2,978,388		
Transfers Out	37,755		
Contingency	226,412		
Total	$ 3,242,555	$ -	$ 3,242,555
TOTAL ALL FUNDS			
Total Appropriations, All Funds	609,723,303		
Total Unappropriated and Reserve Amounts, All Funds		77,769,021	
Total Budget			687,492,324
Total	$ 609,723,303	$ 77,769,021	$ 687,492,324