

Agenda Item H1

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

FOR THE COUNTY OF YAMHILL

SITTING FOR THE TRANSACTION OF COUNTY BUSINESS

In the Matter of Amending the Yamhill
County Transportation System Plan to
Remove the Yamhelas Westsider Trail
Project; Setting the Effective Date

ORDINANCE _____

THE BOARD OF COMMISSIONERS OF YAMHILL COUNTY, OREGON (the Board) sat for the transaction of county business on _____, 2026, Commissioners Kit Johnston, Mary Starrett, and David “Bubba” King being present.

THE BOARD ADOPTS THE FOLLOWING FINDINGS:

WHEREAS, The County originally adopted its Transportation System Plan (TSP) in 1996 via Ordinance No. 605 to satisfy the mandate under Oregon’s Statewide Planning Goal 12 that all counties adopt a TSP as part of their comprehensive plan; and

WHEREAS, As required under OAR 660-12-0150, Ordinance No. 605 contained a list of transportation projects that the County expected to bring to fruition within 20 years; and

WHEREAS, In 2012, the Board adopted Ordinance No. 880 amending the County’s TSP to state County support for a “Rail with Trail” colloquially called the “Yamhelas Westsider Trail Project” (the “Trail”); and

WHEREAS, The County amended its TSP again in 2015 via Ordinance No. 895, and incorporated new and restructured transportation policies and goals, including an objective to support the development of the Trail; and

WHEREAS, The County amended its TSP again in 2018 via Ordinance No. 904 to further describe the County’s efforts taken to construct the Trail

WHEREAS, Ordinance No. 904 was appealed to LUBA and remanded under LUBA No. [2018-061](#); and

WHEREAS, In response to LUBA’s remand, the County repealed Ordinance No. 904 and attempted to approve the trail on remand under Board Order No. 19-94, but LUBA again remanded the County’s decision under LUBA No. [2019-047](#); and

WHEREAS, The County made further attempts to approve and develop the Trail under Board Order 20-25, which was also remanded under LUBA No. [2020-032/033](#), with LUBA

ultimately finding the County's conduct in pursuing development of the Trail was so egregious that LUBA awarded the Petitioners' \$47,533.43 in attorney fees and expenses; and

WHEREAS, The County tried to reapprove a conditional use permit for the Trail under Board Order 20-164 and reauthorize a Trail bridge development contract under Board Order 20-178, but both decisions were again remanded under LUBA No. [2020-066/67](#); and

WHEREAS, The common theme in each of the failed LUBA appeals was that the Trail did not demonstrate that it met the Farm Impacts Test under ORS 215.296; and

WHEREAS, On October 2, 2025, the Board adopted Board Order 25-325, directing the Planning Director to initiate a legislative amendment to the Transportation System Plan to remove all support for the Trail and listing the Trail as a future transportation improvement; and

WHEREAS, On December 4, 2025, the Planning Commission conducted a public hearing on the proposed legislative amendment under Docket No. G-01-25, and the Planning Commission unanimously recommended that the Trail be removed from the County's Transportation System Plan; and

WHEREAS, On January 22, 2026, the Board conducted a public hearing on the proposed legislative amendment under Docket No. G-01-25, which was continued until January 29, 2026, at which time the Board voted 2-1 to remove the Trail from the County's Transportation System Plan; and

WHEREAS, The Board finds that it no longer wishes to pursue the Trail because it does not believe that the Trail can successfully pass the Farm Impacts Test in ORS 215.296 among other legal defects, and the effort to attempt to do so has been both expensive for the County and divisive in the community; and

WHEREAS, The Board now wishes to repeal Ordinance No. 880 and remove the references to the Trail in the TSP; and now, therefore

THE BOARD ORDAINS AS FOLLOWS:

Section 1. Repeal of Ordinance 880. Ordinance No. 880 is hereby rescinded and repealed in its entirety.

Section 2. Amendment of Ordinance 895. Ordinance No. 895 is hereby amended as follows:

a. Staff Report

All references to the Yamhelas Westsider Trail, including all references to ordinances adopting it, are hereby deleted.

b. Section 1: Executive Summary; Bicycle and Pedestrian Improvements; Page 14

Deletion of the following language: "In addition to the shoulder and lane widening

improvements, the Yamhela's [sic] Westsider Trail is also recommended, which will run parallel to OR 47 between OR 99W and Gaston."

c. Section 7: Goals, Objectives, and Evaluation Criteria; Goal 4: Increase the Quality and Availability of Pedestrian and Bicycle Facilities; Page 57

Deletion of the following language under Goal 4's third bullet: "Objective 3: Support the development of the Yamhela's [sic] Westsider Trail."

d. Section 9: Public Process, Figure 13: Priority Improvement Locations; Page 72

Removal of the Yamhelas Westsider Trail, identified as green line "B", in its entirety from Figure 13.

e. Section 9: Public Process; Proposed Bicycle and Pedestrian Improvements; Page 77

- Deletion of the following bullet: "b. OR 47 between OR 99W and Washington County line."
- Deletion of the following language: "The only exception to the lane/shoulder widening improvements is for OR 47 between OR 99W and the Washington County line. Here, the planned Yamhela's [sic] Westsider Trail was proposed, which will run parallel to OR 47, with connections via OR 47 and intersecting county roads."

f. Section 10: Recommended Transportation System Improvements; Bicycle/Pedestrian Improvements; Page 89

Deletion of the following language: "In addition to the shoulder and lane widening improvements, the Yamhela's [sic] Westsider Trail is recommended (see Figure 13). The trail will run parallel to OR 47 from OR 99W to Gaston, linking up with the State Highway Bicycle trail to Forest Grove and to Hagg Lake. The cities of Gaston, Yamhill and Carlton are situated along the trail. Access will be available from intersecting county roads and nearby OR 47."

g. Section 10: Recommended Transportation System Improvements; Table 4: Recommended Bicycle and Pedestrian Improvements; Page 90

Complete deletion of Row B: OR 47 - OR 99W to Washington County.

h. Appendix D: Future Transportation Conditions; Pages 118-119

- Page 118:
 - Deletion of the following language:

"YAMHELAS WESTSIDER TRAIL

Yamhill County Parks Department has been working with the Friends of Yamhelas Westsider Trail, citizens, and local businesses on a proposal to acquire the abandoned Union Pacific Railroad right-of-way for the Yamhelas Westsider Trail. The trail will eventually run from OR 99W through the cities of Carlton, Yamhill, and Gaston, linking with the state highway bicycle trail to

Forest Grove and Hagg Lake (see Figure 8). Access will be available from intersecting county roads and nearby OR 47.

The trail will connect urban neighborhoods to regional open spaces, serving pedestrians, joggers, equestrians and bicyclists. The Friends of Yamhelas Westsider Trail has been awarded \$1.4 million in grant money by the Oregon Transportation Commission – enough to pay for almost 13.5 miles of the 17 miles of Union Pacific right-of-way needed.”

- Deletion of footnote 13: “www.yamhelaswestsidertrail.org website, accessed July 24, 2013.”
- Page 119:
 - Complete deletion of “Figure 8: Proposed Yamhelas Westsider Trail” in its entirety.
- i. Appendix F: Goals, Objectives and Evaluation Criteria, Goal 4: Increase the Quality and Availability of Pedestrian and Bicycle Facilities; Page 135
Deletion of the following language: “Objective 4c: Support the development of the Yamhelas Westsider trail.”
- j. Appendix I: Analysis of Preliminary Alternatives; Pages 265 and Page 303
 - Page 265:
 - Deletion of Row (B), referring to the Yamhelas Westsider Trail, from “Table 1: Bicycle and Pedestrian Priority Improvements”.
 - Deletion of the following asterisk language: “* The trail will run along the abandoned Union Pacific right-of-way between OR 99W and the Washington County line and through the cities of Gaston, Yamhill and Carlton. Access will be available from OR 47 and intersecting county roads.”
 - Page 303:
 - Deletion of Row (B), referring to the Yamhelas Westsider Trail, from “Table 1: Bicycle and Pedestrian Priority Improvements”.
 - Deletion of the following asterisk language: “* The trail will run along the abandoned Union Pacific right-of-way between OR 99W and the Washington County line and through the cities of Gaston, Yamhill and Carlton. Access will be available from OR 47 and intersecting county roads.”
- k. Appendix J: Selection of Recommended Alternatives; Pages 339-340
 - Deletion of the following language under *Bicycle/Pedestrian Improvements*: “Although Westside Rd. is a relatively heavily traveled bicycle and pedestrian route, the County believes that efforts should be focused on the Yamhela’s [sic] Westsider Trail project, which runs parallel to Westside Rd.”
 - Page 340:
 - Deletion of Row (B), referring to the Yamhelas Westsider Trail, from “Table 1: Bicycle and Pedestrian Priority Improvements”.
 - Deletion of the following asterisk language: “* The trail will run along the abandoned Union Pacific right-of-way between OR 99W and the Washington

County line and through the cities of Gaston, Yamhill and Carlton. Access will be available from OR 47 and intersecting county roads.”

- Page 380 (“Appendix A: Cut Sheets”)
 - Deletion of Row (B), referring to the Yamhelas Westsider Trail, from “Table 1: Bicycle and Pedestrian Priority Improvements”.
 - Deletion of the following asterisk language: “* The trail will run along the abandoned Union Pacific right-of-way between OR 99W and the Washington County line and through the cities of Gaston, Yamhill and Carlton. Access will be available from OR 47 and intersecting county roads.”

Section 3. Findings and Conclusions. In support of this Ordinance, the Board adopts the findings and conclusions set forth in Exhibit A, attached hereto and incorporated herein.

Section 4. Severability. Invalidity of a section or part of a section of this Ordinance shall not affect the validity of the remaining sections or parts of sections.

Section 5. Effective Date. The first reading of this Ordinance occurred on February 26, 2026; the second reading on March 12, 2026. The effective date of this Ordinance shall be June 10, 2026.

DATED this _____ day of March, at McMinnville, Oregon.

YAMHILL COUNTY BOARD OF COMMISSIONERS

ATTEST

AYE NAY

KERI HINTON
County Clerk

Chair KIT JOHNSTON

By: _____
Deputy CAROLINA ROOK

Commissioner MARY STARRETT

FORM APPROVED BY:

Jodi Gollehon
Counsel to Yamhill County

Commissioner DAVID “BUBBA” KING

EXHIBIT A

YAMHILL COUNTY BOARD OF COMMISSIONERS FINAL FINDINGS OF FACT AND CONCLUSIONS OF LAW TEXT AMENDMENT, #G-01-25

AMENDMENT OF YAMHILL COUNTY TRANSPORTATION PLAN TO REMOVE THE YAMHELAS WESTSIDER TRAIL SUPPORTS, REPEAL ORDINANCE 880, AND AMEND ORDINANCE 895

1. Summary

The Yamhill County Board of Commissioners wishes to remove references and support for the Yamhelas Westsider Trail or the development of the abandoned railbed related to it, from its planning documents. The Yamhelas Westsider Trail and related policies were added as an aspirational improvement of the County, without undertaking the important work of determining its land use compliance and, in particular, its ability to comply with Oregon and the County's important land use laws which include laws requiring farm use preservation and protection. Despite the County's repeated attempts over multiple years to establish the Trail, Oregon State authorities, particularly LUBA, repeatedly and properly decided that the Trail failed to meet the requirements of the nationally renowned Oregon and County farm protection land use planning program.¹ Attorney fees were awarded against Yamhill County for taking positions that supported development of the trail under pretenses that LUBA determined "was not reasonable for the county to argue for the first time in its pleadings before LUBA." (*Van Dyke v. Yamhill County*, LUBA Nos. 2020-032/033, pp 9-10, ln 25-27 & 1-2). The Trail has been among the most, if not *the* most, divisive policy Yamhill County has ever pursued in memory. The Board of Commissioners no longer wishes to support the Trail or develop the abandoned railbed related to it, wishes to remove all County support for the Trail and development of the abandoned railbed, wishes to remove from all County Plans any suggestions that the Trail and development of the abandoned railbed is a County objective or goal, and hopes to begin to heal the County from the effects of this acrimonious plan.

2. Procedural Matters

A. Categorization of this Matter

This matter involves a legislative decision. The decision these findings support proposes to amend the text of the County's TSP that was legislatively adopted as a part of the County Comprehensive Plan. When the TSP was adopted containing language the County now seeks to have removed, it was adopted in the legislative processes which resulted in adopting Ordinance

¹ See LUBA decisions in *Van Dyke v. Yamhill County*, 78 Or LUBA 530 (2018) (Van Dyke I); *Van Dyke v. Yamhill County*, LUBA No. 2019-047, Oct 11, 2019) (Van Dyke II); *Van Dyke v. Yamhill County*, LUBA Nos. 2019-038/040, Oct 11, 2019 (Van Dyke III); *Van Dyke v. Yamhill County*, LUBA Nos 2020-032/033, June 1, 2020 (Van Dyke IV), and *Van Dyke v. Yamhill County*, LUBA No. 2020-067, Dec. 30, 2020 (Van Dyke V). Mentioned throughout these Findings as the five LUBA decisions.

880 and 885.² The removal of the specific language at issue here concerning the Yamhelas Westsider Trail and the related abandoned railbed, were established in and are subject to, the same legislative and policy forward processes as attended those policies' inclusion in the County TSP. In this regard, deleting policies from a County Comprehensive Plan/Transportation System Plan is a legislative land use decision because it changes the law/policy framework that governs future land use decisions, rather than applying existing standards to an application.³ The Board notes this policy decision concerning the contents of the County TSP, is to be contrasted with the processes and decision following the County's submittal of a specific conditional use permit application to develop the Yamhelas Westsider Trail in the abandoned railbed, which was quasi-judicial in nature, and which LUBA remanded several times as legally deficient. *VanDyke v. Yamhill County*, 78 Or LUBA 530 (2018). The Board is free to make or not make this decision and chooses to make it. This decision is legislative in nature.

B. Post-Acknowledgment Amendment

As noted, this legislative amendment is an amendment to the County's Transportation System Plan. ORS 197.610(1) and OAR 660-018-0020(1) require that the County provide notice to the Director of the Oregon Department of Land Conservation and Development ("DLCD") at least 35 days prior to the initial evidentiary hearing. The County provided the 35-day notice to DLCD through DLCD's PAPA online portal on October 9, 2025. The County has satisfied ORS 197.610(1) and OAR 660-018-0020(1) by submitting the post-acknowledgement amendment notice so that it arrived at the office of the Director of DLCD at least 35 days prior to the initial evidentiary hearing.

YCC 2.05.03.07 requires the County provide a public notice for formal sessions of the Board of Commissioners hearing in accordance with ORS 192.640 which requires providing public notice "reasonably calculated to give actual notice to interested persons including news media which have requested notice, of the time and place for holding regular meetings." The Board of Commissioners provided notice in accordance with YCC 2.05.03.07 and ORS 192.640 through the Yamhill County "Public Meetings" website, accessible at <https://yamhillcounty.gov/AgendaCenter>.

The Board finds that the County has satisfied the post-acknowledgement amendment notice requirements of ORS 192.640, ORS 197.610(1); OAR 660-018-0020(1) and the County's public notice requirements under in YCC 2.05.03.07 as well as YCZO 1402 and 1403.

² Both Ordinance 880 and Ordinance 885 are included in the record of this matter.

³ See Yamhill County Zoning Ordinance, 202 (Definitions), p. 4 : "A legislative amendment is an amendment to the zoning ordinance to establish or change a specific policy related to uses, criteria, procedure or other ordinance provisions of substantial general applicability. A legislative amendment may apply to the zone map or text of the zoning ordinance." See also *Strawberry Hill Four Wheelers v. Benton County*, 287 Or 591 (1979).

C. Procedure

Yamhill County Zoning Ordinance (YCZO) 1207 is entitled “Legislative Amendments to the Zoning Ordinance.” The Board acknowledges and observes that the “Zoning Ordinance” is distinct from the County Comprehensive Plan - the “Zoning Ordinance” is at Title 11, and the Yamhill County Comprehensive Plan at YCC 11.05. However, the Board also acknowledges and observes that YCZO 1207.01 reframes its applicability more broadly to “Legislative Ordinance Amendments” and describes the manner in which legislative ordinance amendments are generally processed. The Board finds that this decision is a legislative Ordinance Amendment. The Board finds that the correct interpretation and application of this provision in the County’s code is that YCZO 1207.01 governs legislative amendments of the County zoning ordinance and legislative amendments to the County Comprehensive Plan. The Board further notes that the County has long applied YCZO 1207 to govern the procedures for plan amendments. *See Yamhill County Ordinance 747 (Adopting new Plan policies for the Newberg-Dundee Bypass, among other things, using YCZO 1207 procedures).* The Board finds that YCZO 1207 describes requirements for all legislative amendments of either the County Zoning Ordinance or the County Comprehensive Plan.⁴

YCZO 1207.01(A) authorizes this amendment to be initiated by the Board of Commissioners. The Board finds that it authorized and initiated this amendment.

The Board further finds that YCZO 1207.01(C) authorizes ordinance amendments, including plan amendments such as that at issue here, to be made by the Board of Commissioners after Planning Commission review and public hearings in the processes described in YCZO 1402.02 and YCZO 1403. Here the County held two (2) hearings for this legislative amendment, one (1) before the Planning Commission on December 4, 2025, and one (1) before the Board of Commissioners on January 22, 2026 that was continued on January 29, 2026.

The Board finds that the required Notices of the legislative public hearings on this matter were duly published as required by YCZO 1402.02 and 1403.02.

The Board finds that the rules governing quasi-judicial evidentiary hearings described in YCZO 1402.04 and 1402.06, and referenced in YCZO 1403.04, did not and still do not apply because this matter was properly processed as a legislative matter, not a quasi-judicial one.

YCZO 1207.01(D) requires findings demonstrating that the legislative amendment is consistent with Comprehensive Plan goals and policies. The Board finds that these are those

⁴ Per YCC 2.65.02(c), YCC Chapter 2.65 – Yamhill County Public Hearings Procedure Code - is not applicable to this legislative proceeding.

required findings. The Board finds that the proposal is fully consistent with the County's Comprehensive Plan goals and policies, as is explained in detail below.

YCC Chapter 11.05 – Yamhill County Comprehensive Plan Code at Section 7 is entitled “Implementation, Evaluation, and Review.” This section provides, in relevant parts:

1. Yamhill County will continue to implement an ongoing citizen involvement program that provides county residents with the opportunity to be involved in all phases of the planning process. [YCC 11.05.07.01(b)(i)], and
2. Yamhill County will review any development concepts or proposals which conflict with the Plan Map, goals or policies in light of changing needs and conditions and in keeping with established procedures of Plan evaluation, amendment, and update. [YCC 11.05.07.02(b)(i)]

The Yamhelas Westsider Trail is a development concept that the Board finds changing needs and conditions warrant its removal from the TSP. Specifically, while the County initially thought the development of the abandoned railbed with a trail was good policy, it has since discovered that the trail would cut through and significantly impair, if not destroy, many working farms that adjoin it along with directly violate zoning rules on the land it would be situated on. After numerous LUBA decisions and hours of the testimony from the farmers owning working farms adjoining that railbed and others, the Board finds that developing the abandoned railbed with a public trail is poor public policy, is contrary to the County Comprehensive Plan, violates the County zoning ordinance, and is contrary to state laws protecting agricultural land uses and agricultural lands to include the farm impacts test of ORS 2'15.296, among others. The Board declines to continue to pursue the trail in the abandoned railbed in any respect and wishes to remove any suggestions to the contrary from the County's planning program.

The Board finds that this decision was adopted in a manner consistent with Yamhill County Code 2.05.06.03.

3. Approval Criteria

Per YCZO 1207.02(D), this amendment must be consistent with the County Comprehensive Plan.

Amendments to the County's TSP must comply with the State Transportation Planning Rule (“TPR”) in OAR 660-012- et seq.

Because this text amendment is a post-acknowledgment amendment, ORS 197.175(1) requires that the Plan and Map amendment satisfy applicable Statewide Planning Goals (the “Goals”).

A. Proposal is Consistent with the County Comprehensive Plan

(a). Nature of the Provisions to be Removed Supporting Development of the Yamhelas Westsider Trail in the Abandoned Railbed; General Findings

The provisions to be removed from the TSP are as follows:

The County added Policy 4 in 2012 (Ordinance 880) stating:

- “Yamhill County Supports the Hagg Lake to McMinnville Rail with Trail Improvement (Yamhelas Westsider Trail Improvement) and considers it important to both the County’s rail and trail/bikeway systems.”

The TSP also states the following to be removed:

- Executive Summary, the TSP states that “the Yamhelas Westsider Trail is also recommended,” running parallel to OR 47 between OR 99W and Gaston. TSP p 14.
- “Goal 4, Objective 3: “Support the development of the Yamhelas Westsider Trail.” TSP p 57.
- The lane/shoulder widening improvements frame the trail as a planned substitute/approach for a roadway segment that otherwise satisfied bike and pedestrian needs with roadway improvements, stating “the only exception” on OR 47 between OR 99W and the Washington County line, where the planned Yamhelas Westsider Trail was proposed to run parallel to OR 47 with connections via OR 47 and intersecting county roads. TSP p 77.
- “In addition to the shoulder and lane widening improvements, the Yamhelas Westsider Trail is recommended (see Figure 13).” P 89.

The Board finds that each of the above express discretionary policy support and are not fixed requirements that the County must pursue the Yamhelas Westsider Trail regardless of whether it conflicts with state law, the County Comprehensive Plan, or zoning provisions discovered during the attempted implementation of that trail. In this regard, the Board expressly finds that since these aspirational expressions of support were adopted, that the Board has since been presented with significant evidence that the development of the Yamhelas Westsider Trail in the abandoned railbed causes significant harm to working farms alongside it, has not been able to meet the farm impacts test despite numerous tries to do so, allows a use that is prohibited in several of the zones it

would run through, and, in all, the Board finds it to be a potential improvement that is wholly divisive, harmful and contrary to state and county land use rules. As such, the County declines to continue to pursue it. The County finds that it can lawfully change those prior policies through the amendment process in the exercise of its legislative authority to update its transportation priorities.

The TSP also includes the following “Improvement Recommendations”, to be removed:

- Figure 13, p 72 (Showing the Yamhelas Westsider Trail “Bike/Pedestrian Priority Improvement locations”. P 72.
- TSP’s Table 4: Recommended Bicycle and Pedestrian Improvements lists, as a specific “short term” “Recommended Improvement”: “Location B (OR 47 – OR 99W to Washington County): “Yamhelas Westsider Trail.” TSP p 90.

As the TSP explains, all improvements in Figure 13 and Table 4 are limited to occurring only when “funding becomes available or other opportunities arise during the budget cycle.” TSP p 16, 94. All of the listed improvements are also subject to demonstrating compliance with Oregon’s and the County’s strict land use laws.

Other parts of the TSP to be removed are TSP Appendix D at electronic page 118-119 that describes and depicts the Yamhelas Westsider Trail as a “future condition; Appendix F, electronic page 135 at Objective 4c; Appendix I, electronic page 265 reference to the Yamhelas Westsider Trail, and at p 303 reference to the Yamhelas Westsider Trail; Appendix J, electronic pages 339 and 340; Appendix A “Cut Sheets”, p 380.

As explained throughout these findings, despite several attempts, the Yamhelas Westsider Trail was never able to demonstrate compliance with state and county laws. The Board finds that when Figure 13 and Table 4 were placed into the TSP, that the Yamhelas Westsider Trail had not been fully evaluated for its feasibility under State and County land use rules, and that such feasibility was not evaluated until the time that the County attempted to process a conditional use permit for the trail. At that point scores of farmers and other citizens credibly testified that the development of the trail did not meet State and County land use laws, to include the state farm impacts test of ORS 215.296, and that it was strictly prohibited in some of the zones in which it was proposed. LUBA largely agreed with the opponents of the Trail in several different published opinions. A representative sample follows from a review of the five separate substantive LUBA opinions of important significance is the fact that LUBA determined that development of the YWT would inevitably create a significant change in accepted farm practices and/or create a significant increase in the cost of adjacent farming practices in violation of 215.296(1). While LUBA was unwilling to reverse the County outright and said

the County was free to keep trying, the County declines to do so and finds doing so is imprudent, unlikely to succeed and is simply poor policy.

1. Yamhill County was unable to carry its burden of proof with credible evidence that developing the Trail would comply with the farm impacts test of ORS 215.296(1) or mitigate the Trail's impacts to a point of insignificance.

The Board is unpersuaded that there is any reason to believe that the County will come up with credible evidence that the Trail meets the farm impacts test of ORS 215.296 and declines to spend the resources and our human capital to do so. As stated by LUBA in its fifth ruling, “[f]indings that a farmer can take measures to avoid or manage impacts from a nonfarm use do not establish compliance with [the farm impacts test] ORS 215.296(1); rather, ORS 215.296(1) asks whether the non-farm use forces significant changes to farm practices or costs.” *Van Dyke v. Yamhill County*, LUBA No. 2020-067, p 16, ll 2-5 (2020) [citing *Stop the Dump Coalition v. Yamhill County*, 364 Or. 432, 460, 435 P.3d 698 (2019)].

2. Pesticide/Herbicide Setbacks: Development of the proposed YWT bicycle/pedestrian trail, which is considered a “recreational setting,” would foreclose adjacent farmers from utilizing necessary herbicides and pesticides up to the property line, as is the current accepted farming practice, and require significant spray setbacks and/or risk possible crop loss in order to protect users, developers, and maintenance operators of the YWT. *Van Dyke v. Yamhill County*, LUBA No. 2020-067 p 18 ln 9 – p 26 ln 13.

- a. LUBA agreed with the adjacent farmland owners that if the Trail is developed, the evidence is credible that farmers would have to either switch to less effective chemicals, hire expensive manual labor, and/or create an undetermined amount of setbacks to accommodate protecting the recreational trail and its users from the pesticides, hence increasing the farmers’ costs and forcing them to change their farming practices. This is because the commonly used herbicides and pesticides (Gramoxone, Parazone, Lorsban and Yuma 4E) all have locational spray restrictions that are mandated by federal law under 7 USC §136j(a)(2)(G). *Id.* at p 19 ln 10 – p 23 ln 11.
- b. Undisputed testimony in the record from the Oregon Department of Agriculture, explains that many of the pesticides sprayed by the farmers adjoining the abandoned railway where the Yamhelas Westsider Trail would be established, have EPA required labels that prohibit spraying those pesticides “around” “Recreational Parks” and “Playgrounds” and so “could preclude [spray] application in fields adjacent to the trail or sensitive sites identified in the product labeling”, which “could preclude [spray] applications in fields adjacent to the trail ***.” If the accepted farming practice of

spraying crops with important pesticides becomes impossible as a matter of federal law as the Oregon Department of Agriculture has explained, on entire farm fields because the trail is established, it is hard to imagine how the establishment of the trail does not “significantly change” accepted farming practices or significantly increase the cost of accepted farming practices – requirements of the ORS 215.296 farm impacts test that the Trail must meet to be developed. On these findings, the Board finds that an applicant cannot carry the Burden of proof that the Trail described in the TSP meets the farm impacts test.

- c. LUBA agreed with the farmers that certain pesticides (Lorsban and Yuma 4E), used by the Petitioner-farmers to protect their filbert orchards, requires significant setbacks from “sensitive sites.” These setback requirements include pedestrian sidewalks and outdoor recreational areas, such as the YWT. The setback requirements would either force farmers to remove crops within the setback area, or farmers would be forced to either not spray pesticides within that area or apply other pesticides that would prohibit the farmers’ ability to rotate pesticides to reduce pest resistance. Both of these options will contribute to pest infestation and crop loss. (*Id.* at p 23 ln 12 – p 24 ln 10).

As such, the Board finds that the farmers plight described by LUBA from the construction of the Trail is credible and that construction of the Trail would cause a significant change to and significantly increase the cost of accepted farming practices. The Board declines to continue its efforts to develop the Trail finding that it is infeasible that an applicant for the Trail can carry its burden to demonstrate that the Trail meets the farm impacts test and finds that repeatedly attempting to do so has only created and will continue to create divisiveness within the County.

3. Mandatory EPA Compliance:

Along these lines, LUBA decided that the Trail would significantly impact the adjacent farmland owners’ ability to spray outdoor pesticides in compliance with the Federal Environmental Protection Agency’s (EPA) Application Exclusion Zone (AEZ) rule for outdoor pesticide application at 40 CFR at 40 CFR § 170.405(a)(1)(i). (*Id.* at p 28 ln 1 – p 31 ln 21). LUBA determined the farmers’ compliance with the EPA AEZ is an accepted farm practice, and that impairing the farmers’ EPA AEZ compliance as LUBA described does not pass the farm impacts test under ORS 215.296(1). (*Id.* at p 31, ln 15-21).

- a. More specifically, the EPA AEZ excludes all persons other than the trained and protected pesticide handlers from the area “and extends 100 feet

horizontally from the application equipment in all directions when a pesticide is applied aerially, by air blast application, as a fine-droplet spray, or as a fumigant, smoke, mist, or fog.” (*Id.* at p 28 ln 4 – p 29 ln 4).

b. EPA’s requirements for pesticide applications are not limited to farm boundaries, but apply to any area within the AEZ, which would include the adjacent Trail, so such pesticide applications must immediately cease if any person using the Trail enters the 100-ft EPA AEZ. Ceasing or delaying spray operations to accommodate Trail pedestrians would likely cause farmers to miss their “spray window” when daytime and weather conditions are right for the spray application, which, in turn, could result in pest infestations and cause an increase in labor costs, chemicals, and equipment use. (*Id.* at p 29 ln 5 – p 30 ln 11; see also 40 CFR § 170.505(b) (2016)).

4. Aerial Pesticide Applications:

Some of the adjacent farmers also apply aerial pesticides to their filbert orchards as a common farming practice. However, if the Trail is developed, aerial spray applicators have testified they will no longer spray in these areas “due to the risk of complaints and potential litigation from Trail users” hence foreclosing the aerial spray practice. (*Id.* at p 31 ln 22 – p 32 ln 3). LUBA found that Yamhill County failed to provide any credible evidence showing that the YWT nonfarm use would not force a significant change in aerial pesticide applications. (*Id.* at p 33 ln 4-15). As LUBA stated in its decision “[t]he county's decision and argument misinterpret the farm impacts standard and improperly shift the evidentiary burden. The issue is not whether any law prevents aerial application of pesticides on the farms adjacent to the Trail. The issue is whether the county's proposed nonfarm use of the county's property forces a change in the accepted farm practice of aerial application of pesticides on those farms. The burden is on county to demonstrate that its nonfarm use will not force a significant change. The county has not done so.” (*Id.* at p 33 ln 4-10). The Bard finds that the County repeatedly attempted to prove otherwise and failed. The Board declines to try again.

5. Trail Drainage Impacts:

After weighing the evidence, LUBA additionally determined that the County failed to show how the Trail would address new drainage patterns, and how the stormwater would be managed to avoid contamination to the adjacent farmlands. LUBA explained that runoff from the trail could result in field flooding and cause decreased productivity, exacerbate drainage issues from the two culverts that can cause damage to farmlands’ pasture and crops, and create runoff with contaminants such as horse and dog feces and artificial chemicals that may cause food safety and contamination issues. (*Id.* at p 34 ln 12-17). Specifically, LUBA stated in its decision “[t]he [County’s] findings do not address whether the Trail will result in new drainage patterns and

how the stormwater will be managed to avoid contamination of adjacent farmland. The [County's] findings simply dismiss the farmers' concerns. We agree with petitioners that the county's findings regarding farm impacts from Trail-related drainage are inadequate" and "fail[ed] to address farm impacts from modified drainage." (*Id.* at p 35 ln 6-14).

The Board finds it wholly inappropriate to dismiss the farmers concerns and would not and does not do so.

6. Trespass and trail contamination impacts:

LUBA further ruled that the County could not demonstrate how it would prevent trespass and contamination from weed seed, trash, and feces from nonfarm Trail users, impacting the farmers' seed and food safety certifications. (*Id.* at p 35 ln 15 – p 37 ln 2). In addressing the County's proposal to implement "master planning and fencing to avoid trespass," known as the County's "Condition 2", LUBA determined that the County's proposal was "not sufficient to mitigate the impacts from trespass and contamination and is not clear and objective, as required by ORS 215.296(2)." (*Id.* p 36, ln 8-10). LUBA further contended that that Condition 2 failed to define "trespass related impacts" so it lacked a "clear and objective" definition that failed to "support a conclusion that all of the farmers' trespass-related concerns will be mitigated to a point of insignificance. Those concerns include Trail users entering farm property and coming into contact with pesticides and herbicides, as well as weed seed, trash, and feces contamination. Thus, it is not "clear and objective" what design requirements will apply to the fence. In the absence of those specifications, the county erred in relying on Condition 2 to find that trespass-related impacts will be mitigated to a point of insignificance." (*Id.* p 36, ln 15-21 - p 37 ln 1-2). The Board declines to try to come up with additional mitigation measures because it is not persuaded, after reviewing LUBA's decisions and evidence presented in this proceeding, that appropriate mitigation to relegate the significant adverse farm impacts from the Trail to "insignificance" can be achieved. The Board is aware and persuaded the County tried repeatedly to come up with mitigation and all of them failed. The Board declines to try again.

7. Fire Control Impacts:

LUBA additionally determined that the County's findings regarding fire service adequacy are grossly inadequate and not supported by reasonable evidence. Here, the County provided its own nonexpert assessment of fire risks and fire suppression resources that could not outweigh the expert testimony provided by the chief of the Yamhill Fire Protection District, who stated that providing fire service to the Trail would create a major hardship for his district's personnel who are mostly volunteers. Similarly, the Carlton Fire District's chief provided credible testimony that that he is uncertain whether there can be adequate fire service for the Trail due to a lack of funding for fire personnel. In addition, his district's main fire station's access to the

right-of-way is currently blocked by overgrown brush and the Trail would need fire hydrants installed along the corridor. (*Id.* at p 51 ln 13 – p 52 ln 19).

LUBA determined that “the county improperly rejected and failed to address expert testimony without the support of countervailing expert testimony regarding fire suppression. Instead, the county appears to have relied on its own *nonexpert* assessment of fire risks and fire suppression resources. The county’s findings regarding fire service adequacy are inadequate and not supported by substantial evidence.” (*Id.* at p 52 ln 13-18) [Emphasis added].

In light of this and other testimony in the record, and considering the significant divisiveness this trail idea has caused, the Board hereby decides that the appropriate policy of the County is not to further attempt to pursue the Trail. The Board finds that nothing requires this Board to maintain as a TSP policy that the County will continue to try to develop a highly divisive, litigation forward, recreational trail through the middle of working farms where the County has tried 5 times and LUBA has consistently ruled that the trail fails the state’s farm impacts test and is proposed on land that flatly prohibits it.

8. Specific Plan Consistency

Removing the expressions of support for the Yamhelas Westsider Trail in the abandoned railbed and amending Figure 13 and Table 4 to remove showing the Yamhelas Trail as an “Improvement” in the Yamhill County TSP is consistent with the following specific Comprehensive Plan Provisions.

The Yamhill County Comprehensive Plan (“YCP”) under Title 11 includes several policies designed to protect land zoned EFU from nonfarm uses, to protect the County’s agricultural economy, provide adequate transportation and recreational opportunities. The proposal to remove the proposed nonfarm YWT from the TSP is consistent with all of them.

YCP 11.05.01.02 “Rural Area Development” recognizes that the “expansion of urban development into rural areas is a matter of public concern because of the *** conflicts between farm and urban activities ***” and “Encroachment of urban development into rural areas threatens to remove valuable farmlands from needed agricultural uses.” The Board finds these policies are relevant and exist apart from Statewide Planning Goal 14. These policies reflect the County’s legal and policy acknowledgement that significant amounts of people, particularly from urban areas, recreating amongst working commercial farms introduces serious conflicts that can take important working farms out of production. That is a serious issue for Yamhill County whose economy is closely tied to commercial agriculture. The proposal to remove support for the YWT is consistent with these plan provisions.

YCP 11.05.02.01 “Agricultural Lands” provides in relevant part:

- “(i) *Agriculture plays an integral role in the overall economy of the county. A significant amount of land within the county has soils which are defined as having high quality agricultural capability.*
- (ii) *The need to maintain the integrity and viability of the agricultural land base has been clearly recognized by Yamhill County residents.*
- (iii) *Expansion of urban development into rural areas creates conflicts between farm and urban activities, thereby decreasing the potential for agricultural productivity.”*

Removing the YWT from the TSP is consistent with these provisions because it recognizes and respects the important role that agriculture plays in the overall economy of the County. It is consistent with the County maintaining and supporting the viability of the County’s important agricultural base by protecting it from non-farm encroachments. The Board further finds, that wholly apart from the fact that state law says that recreational trails on land zoned EFU are deemed to be consistent with Goal 14 (urbanization), the County plan recognizes that urban activities create conflicts between farm and urban activities, decreasing the potential for agricultural productivity, contrary to these County plan policies. Removing the YWT is consistent with these plan policies because it avoids conflicts between farm and urban activities associated with people from urban areas using the trail to recreate, which as LUBA has repeatedly explained is likely to cause serious agricultural use conflicts. The proposal to remove the YWT from the TSP is consistent with these plan provisions.

YCP states as its Goal Statement that it will “conserve Yamhill County farmlands for the protection of crops and livestock ***.

Removing the YWT from the County plan is consistent with this Goal statement because it conserves the EFU zoned land adjoining the YWT for the production of farm crops and livestock, which the Board finds the YWT threatens.

YCP 11.05.02.01(B)(i)(1)-(11) state the following relevant, important County agricultural lands policies:

- “1. Yamhill County *will provide for the preservation of farmlands* through appropriate zoning, recognizing comparative economic returns to agriculture and alternative uses, changing ownership patterns and management practices, changing market conditions for agricultural produce, and various public financial incentives. (105)
- 2. Yamhill County *shall provide for the protection of farmland* in large blocks through minimum lot sizes of 20, 40 and 80 acres, as appropriate, on the

Comprehensive Plan and official zoning maps. Any proposal to reduce the minimum lot size on a farm or farm/forest parcel shall be shown to be appropriate to maintain the existing commercial agricultural enterprise in the area.

“*****

4. Yamhill County will *provide for the conservation of farmlands through various plan implementation measures and the review of any public or private land use determinations* subject to county jurisdiction, including urban development activity *and the location and construction of highways and utility transmission lines which disturb the soil cover and natural drainage pattern, and increase storm runoff, erosion and sedimentation.* (106)
5. *****
6. *****
7. *****
8. *No proposed rural area development shall substantially impair or conflict with the use of farm or forest land,* or be justified solely or even primarily on the argument that the land is unsuitable for farming or forestry or, due to ownership, is not currently part of an economic farming or forestry enterprise.
9. *****.
10. *****.
11. *****

The Board finds that the Yamhelas Westsider Trail whether viewed as “rural or “urban” development, impairs or conflicts with the use of the adjoining farmland and therefore its removal is consistent with the Yamhill County Comprehensive Plan per Policy 8 above.

Per Policy 4 above, the Board finds that removing the YWT from the TSP is wholly consistent with that plan policy because doing so “*provide[s] for the conservation of farmlands and avoids public or private land use determinations* subject to county jurisdiction”, that proposes “urban development activity⁵” as well as “*the location and construction of highways and utility transmission lines which disturb the soil cover and natural drainage pattern, and*

⁵ Per Policy 4, the Board finds that the development of the trail would allow urban development activity. The fact that it is deemed to comply with Goal 14 (urbanization) per OAR 660-12-0065(3), does not undermine that conclusion under the County Plan Agricultural lands policies. The Board finds that development of the trail would draw people from the Portland Metropolitan and other urban areas to use the trail.

increase storm runoff, erosion and sedimentation.” In this regard, the Board acknowledges the evidence in the record of the various efforts to establish the YWT, from the Carlton Fire Chief that in order to provide fire protection, the entire trail’s vegetation would have to be removed, but the County relied upon the vegetation for erosion control. There was significant evidence presented for the record that the development of the trail presented significant storm water and erosion control issues for adjoining properties including adjoining working farms. This is just another example of the reality that the trail proposal, when evaluated in light of the evidence including as explained by LUBA, is not appropriate for the area in which it would exist. The proposal to remove the YWT from the TSP is consistent with these plan policies.

Per policy 2, removing the YWT from the TSP ensures that large blocks of farmland remain intact as opposed to working farms being separated by the trail. The Board notes that there was significant evidence that farmers move back and forth over the trail to get to crops on either side. The establishment of the trail would cut off such large blocks of farmland from one another. Removing the YWT is consistent with Policy 2.

Per Policy 1, the proposal is consistent with the preservation of farmland through its appropriate EFU zoning. Removing the YWT from the TSP ensures that the exclusive farm uses protected under the applicable EFU zone remain protected.

The County finds that continued designation of the trail as a planned transportation facility increases the likelihood of land use conflict with agriculture (including operational conflicts, management constraints, and increased pressure for nonfarm uses), contrary to the Plan’s recognition that rural/urban-type conflicts reduce agricultural productivity.

Removing the trail improvement and its supportive policies from the County’s TSP aligns with the County’s Comprehensive Plan’s agricultural land’s goal to conserve farmlands for crop and livestock production and its policies emphasizing preservation of farmlands through appropriate zoning and protection of farmland in large blocks. Deleting policies that promote a non-agricultural, corridor-length recreational facility reduces pressure to introduce conflicting uses into the EFU landscape. The Board finds that removing the YWT from the TSP is consistent with County Agricultural plan provisions and policies.

(b) Section 11.05.03.01 – Transportation

Summary:

(v) In view of the rapidly increasing cost and decreasing supply of energy, it is imperative that all transportation decisions take into account the conservation of energy.

(vi) The provision of adequate bicycling and pedestrian paths within the county is a concern of the county residents. Such modes of transportation lend themselves particularly to the rural nature [o]f the county.

The Board finds that removing the YWT from the TSP is consistent with these policies. Removing the YWT does not prohibit the County from establishing better pedestrian and bicycle transportation facilities on existing roads, for example, which is how most of the County's bike and pedestrian needs will be met per the approved and acknowledged County TSP. The problem with the YWT is that it is illusory. Despite trying several times, over several years, the County was never able to demonstrate that the YWT met applicable farm protection laws, importantly to include ORS 215.296 (farm impacts test), and portions of it were on land that outright prohibited it, and the Board finds it is unlikely to ever be able to meet those laws. As is explained in these findings, LUBA has explained its view that the County has an uphill battle at best to demonstrate compliance with the farm impacts test, and the County declines to continue to try. Further, as noted and as LUBA observed, there is no dispute that some of the YWT would be on land that strictly prohibits it.

To the extent that there is a pathway to YWT approval, it involves more and significant divisiveness, extreme cost (the County has already spent significant sums on its own lawyers plus being ordered to pay the YWT's opposing farmers legal fees of nearly \$50,000). Nothing requires the County to keep this potential facility as an illusory and contentious possibility in the TSP. The County chooses to remove it, as is the County Board's right.

Goal Statement: "To provide and encourage an efficient, safe, convenient and economic transportation and communication system, including roads, rail, waterways, public transit and air, to serve the needs of existing and projected urban and rural development within the county, as well as to accommodate the regional movement of people and goods and the transfer of energy, recognizing the economic, social and energy impacts of the various modes of transportation." [YCC 11.05.03.01(b)]

Potentially⁶ Relevant Policies:

"All transportation-related decisions will be made in consideration of land use impacts including but not limited to adjacent land use patterns, both existing and planned, and their designated uses and densities [YCC 11.05.03.01(b)(i)(2)]

⁶ Listing a policy does not mean the Board finds it to be relevant – to the contrary. Listing a policy does not make it relevant. It simply means someone could see the policy as relevant and so the Board addresses it here.

Yamhill County will, in cooperation with the State Highway Division and the cities of the county, established a comprehensive list of recommended road improvements throughout the county, establish a suitable review mechanism for arriving at and amending priorities on a continuing basis and work towards the creation of an on-going capital improvement program closely coordinated with all agencies of government responsible, including cities for road location, construction, finance and maintenance. (145)” [YCC 11.05.03.01(b)(i)(4)]

5. Yamhill County will cooperate with and support the State Highway Division, the Mid Willamette Valley Council of Governments, and any other county or regional transportation agency in an effort to establish a viable and productive regional transportation planning process and operations system geared to identifying, prioritizing and resolving both present and future transportation needs, with special reference to our county and regional network. (145) [YCC 11.05.03.01(b)(i)(5)]

“Yamhill County will encourage bicycle and pedestrian traffic as an element of the transportation system by coordinating with the cities within the county to develop an integrated system of safe and convenient bicycle and pedestrian ways to complement other modes of transportation.” [YCC 11.05.03.01(b)(i)(9)]

“All county transportation-related decisions will be made in particular consideration of energy efficiency and conservation.[YCC 11.05.03.01(b)(i)(11)].

“Transportation needs for the disadvantaged, such as the low income, the handicapped, and the elderly, will be considered in the development of the county transportation system. [YCC 11.05.03.01(b)(i)(13)]

“Yamhill County will utilize existing facilities and right-of-ways to the fullest extent possible provided that such use is consistent with the county comprehensive plan.” [YCC 11.05.03.01(b)(i)(14)]

“All transportation-related decisions will be made in support of the efficient and economic movement of people, goods, and services throughout the region, and will be based on the location and adequacy of facilities for such goods and services. [YCC 11.05.03.01(b)(i)(15)]

Finding: The County has rationally decided that it no longer wishes to pursue this practically infeasible and divisive YWT, and to amend the TSP to remove it from the County’s TSP to stop the divisiveness it has spawned and the illusion that it can or will someday be developed. Neither the Transportation Planning Rule nor any other statewide planning requirement obligates Yamhill County to designate the abandoned railbed as a trail in its TSP.

Ordinances 880 and 895 added the YWT as *one* optional bicycle/pedestrian improvement among many others in the TSP.

As explained throughout these findings, the YWT has been proven multiple times to be incapable of meeting the farm impacts test under ORS 215.296 due to its significant adverse impacts on adjacent farms and has been documented to be on land that is zoned to prohibit it. There are also other significant problems – all as LUBA has explained. The fact that LUBA has repeatedly denied Yamhill County’s requests to develop the YWT for these and other reasons makes its removal from the TSP a reasonable policy choice because, in reality, it is simply not an improvement that the County can reasonably, nor should it reasonably, continue to aspire to as something that it will perhaps develop as an improvement per its TSP. It is an illusory improvement in the County TSP that divides the County, that the Board finds is profoundly harmful to County agriculture and, as a result, it is not a potential improvement that the County chooses to continue to pursue.

The County is not required to keep what is almost certainly an infeasible improvement in its TSP, particularly one that has been denied by LUBA five times and is on land that prohibits it. Keeping it in the TSP only serves to confuse local citizens into believing it is still a viable improvement and continue ongoing divisiveness between local farmers and YWT supporters, that has been ongoing for over eight years.

A comprehensive plan, which includes the TSP, is a living planning document. The same statutes and rules that allowed the County to add this improvement as an aspiration to try, also allows the County to remove it when later experience shows the improvement is not realistically buildable because of its significant adverse impacts on farming and being located on land that prohibits it.

The Board further notes that no LUBA opinion has ever ordered the County to build the trail or to keep it in any plan. To the contrary LUBA has repeatedly told the County that there is a very high hurdle protecting farming to ever establishing the YWT, a hurdle that the County never met despite trying multiple times with County legal counsel, as well as trying with counsel for Carlton and counsel for trail supporters.

The TSP envisions developing the existing shoulders of existing roads for bicycle and pedestrian use on County roads. There is no reason to think that is not a reasonable option along the shoulders of Hwy 47. Unlike the proposed YWT, which requires a farm impact test under ORS 215.296(1) for conditional use approval, developing the shoulders of OR 47, which is managed by ODOT, is straightforward. That is because ORS 215.283(1)(i) allows as a use permitted outright on land zoned EFU “[r]econstruction of public roads and highways, *** along the public right of way, but not including the addition of travel lanes, where no removal or displacement of buildings would occur, or no new land parcels result.” “[A]long

the public right of way” *at least* means within the right-of-way. *Friends of Parrett Mountain v. NW Natural Gas Co.*, 336 Or 93 (2003) which decided that utilities could be placed beyond the paved portion of the road so long as they were in the right of way (“We conclude that, for purposes of ORS 215.283(1)(L)⁷, the phrase ‘public roads and highways’ means the entire right-of-way within which those thoroughfares are constructed, not just the hard surface upon which traffic travels.”).

Re Policy 2, this transportation related decision to remove the YWT from the TSP has considered its land use impacts, as explained by LUBA, including the adjacent land use patterns, both planned and existing – which are largely farms or uses on land that prohibit the YWT. This decision has also considered how those properties are zoned and designed and the uses those designations allow and the County concludes that removing the YWT from the TSP is the proper policy choice that is consistent with this policy.

Re Policy 4, The Board finds that the YWT is not on the County’s Capital Improvement Program. The Board finds that the County established a comprehensive list of recommended road improvements throughout the County and that this process is a suitable review mechanism for arriving at and amending priorities as it relates to the YWT. The Board finds this decision has been coordinated with all agencies of government responsible for road location, construction finance and maintenance. While City of Carlton and others oppose this decision and the County respects the City’s position, the County declines to maintain the YWT in its TSP because the Board finds that its conflicts with adjoining accepted farming practices are significant and untenable and that it is prohibited on other land on which it is proposed. In that circumstance, the Board declines to retain the facility on its improvement list. The County has made significant efforts and spent considerable resources to develop the YWT. It has failed each time, and the County is allowed to shift its policy focus and remove the YWT as an aspiration and potential improvement from its TSP.

Re Policy 5, the County’s acknowledged TSP, reflects the County’s cooperation with the Mid-Willamette Valley COG and any other county or regional transportation agency in an effort to establish a viable and productive regional planning process and operations system geared to identifying, prioritizing and resolving present and future transportation needs. The Board specifically finds that the Chehalem Parks and Recreation District is not a “regional transportation agency” within the meaning of this plan policy. However, the Board finds in the alternative that even if Chehalem is viewed as a “regional transportation agency” the decision to remove the YWT from the County TSP is consistent with this plan policy. The County developed its TSP in cooperation with all agencies including COG, ODOT’s regional offices and others. This amendment does not change that level of cooperation. It simply reflects the reality

⁷ Later renumbered to (i).

of Oregon state and County land use rules that the County has tried in earnest to and failed to prove that the YWT does not have or can be mitigated not to have the extreme delirious effects LUBA described. Facing reality is not a lack of cooperation. The County is open to other opportunities that may arise and that show reasonable land use feasibility.

Re Policy 11, the decision to remove the YWT is made considering energy efficiency and conservation. Again, a pedestrian/bike improvement that does not pass the farm impacts test after five tries with LUBA while on land that strictly prohibits it is not an energy efficient or conserving improvement. It is illusory.

Re Policy 13, the County transportation system was developed considering the needs of the elderly, low income, and handicapped individuals. The Board finds that the decision to remove the YWT does not undermine that the County's transportation was developed considering their needs.

Re Policy 14. The decision to remove the YWT from the TSP is consistent with Policy 14, requiring Yamhill County to utilize existing facilities and rights of ways "to the fullest extent possible provided that such use is consistent with the County comprehensive plan." The abandoned railbed is not an existing facility because the rail infrastructure has been removed. It is bare land. The Board also finds that it is not "right of way." However, to the extent that it could be termed "right of way" under this policy, the Board finds that the development of the YWT in the abandoned railbed is not consistent with the County comprehensive plan and therefore removing it from the TSP is consistent with this Policy.

Re: Policy 15. To the extent that removing the YWT from the TSP is a "transportation-related decision" it is either consistent with this policy, or this policy simply does not apply. There is nothing about removing the YWT from the TSP that is inconsistent with supporting "the efficient and economic movement of people, goods, and services throughout the region" based upon "location and adequacy of facilities for such goods and services." The Board finds that removing a transportation improvement from the TSP that has proven repeatedly to not meet the farm impacts test while being on land that prohibits it has no impact on this policy and either it does not apply or the proposal is consistent with it.

For the above reasons, the County finds that removal of the proposed YWT from the TSP is compliant with the County's general Comprehensive Plan under Section 11.05.03.01 – Transportation and specific policies that could potentially apply and as such, this goal and policy are satisfied.

(c) Section 11.05.04.01 "Public Land, Facilities and Services". The Board expressly finds that this policy does not apply to this decision. While the Policy states in its title

that it applies to “public land” and the abandoned railbed is currently owned (under a quit claim deed) by the County to the extent of the quit claim deed rights, and so is “public land,” the Board finds that no part of this policy applies to this decision. The only substantive part of this policy that mentions “public land” is the “Goal Statement” that says: “To develop a timely, orderly and efficient arrangement of public services and facilities to serve as a framework for urban and rural development, including *public lands* and buildings, parks and recreation areas and facilities, schools, police and fire protection, domestic water supply, sanitary and storm sewerage and other drainage facilities, and power, gas and telephone services. (166).” The Board finds that the reference to “public lands” in this policy refers to the development of an urban and rural development framework for public lands to include for parks and recreation.” But no other part of this provision addresses parks and recreation. Rather there is a separate plan policy (addressed next) that specifically addresses parks and recreation. The policies under this segment of the County plan concern development of infrastructure like water and sewer.

Moreover, to the extent it arguably applies, removing the YWT from the TSP is consistent with it as the policy expressly says that “public facilities and services for rural areas will be provided and maintained at levels appropriate for rural use only.” The Board finds that the use of the YWT was contemplated to be for far more than “rural use” but rather was designed to attract urban populations for recreation, as a tourism tool, among other things. Further, the Board finds that this policy does not proscribe that anything particular happens with on any particular public land. Rather the use of public land, if at all, is governed by law and the policy decisions of this Board. Therefore, if this policy applies, the Board finds that the proposal is consistent with it.

(d) Section 11.05.4.02 – Parks and Recreation

Goal Statement: “To provide adequate recreational opportunities in both the rural and urban environments to meet existing and projected needs.” [YCC 11.05.04.02(b)]

Potentially Relevant Policies:

“Yamhill County will cooperate with all governments and recreation agencies within the region to identify recreation, open space, and scenic resources; determine resident and nonresident needs and formulate and implement measures for providing recreation services. [YCC 11.05.04.02(b)(i)(1)].

“Yamhill County will seek the cooperation of the cities, school districts and Chehalem Park and Recreation district in the joint acquisition, development, operation and maintenance of combined school and neighborhood park and playground sites in harmony with projected neighborhood needs and surrounding uses. (175)” [YCC 11.05.04.02(b)(i)(2)].

“Yamhill County will encourage the development of rural parks with appropriate spacing to serve the needs of county residents on sites which have unique aesthetic value, appropriate access by road or path, and are otherwise suitable for picnicking and water-related activities (176)” [YCC 11.05.04.02(b)(i)(5)].

“Yamhill County will encourage an appropriate amount of park and recreation development designed to meet the needs of the transient and regional population. (177) R” [YCC 11.05.04.02(b)(i)(6)].

“Yamhill County will promote the development of an integrated bicycle and pedestrian trail system to provide recreational opportunities and to link open space, Yamhill County communities and park areas.” [YCC 11.05.04.02(b)(i)(7)].

“Yamhill County will encourage cooperation among government agencies to increase recreation opportunities, programs and facilities for county residents, and will explore the possibilities of providing recreation programs for the small towns and rural areas of the county. (179)” [YCC 11.05.04.02(b)(i)(9)].

Finding: The YWT would have been at the least a recreational trail and so from that standpoint it would have been a facility for “recreation” within the meaning of this policy. In the interest of efficiency, the Findings for Section 11.05.03.01 – Transportation above are incorporated herein and made a part of this finding. Those findings demonstrate that for bicycle and pedestrian facilities, including recreational ones, that the County’s TSP plans to improve existing road shoulders, when funding allows. Moreover, all other findings herein are also incorporated by reference, including LUBA’s determinations about the YWT.

Re Policy 1. The Board finds that removing the YWT is either consistent with this policy or has no impact on it. Removing the YWT does not change that the County will cooperate with all agencies within the region including Chehalem Parks and Recreation District to identify resources and determine resident needs and implement measures for recreational services. It just removes policies supporting an aspirational trail that was not vetted for its land use compliance when it was placed into the County TSP. Having been vetted, it was repeatedly demonstrated that the Trail did and the Board finds that the trail does not, meet the farm impacts test of ORS 215.296, is inconsistent with the County plan and would be situated in part on land that prohibits it. The Board finds that, as such, it should be removed from the TSP and doing so is consistent with this Policy.

Re Policy 2. The Board expressly finds that this policy does not apply. The Board finds that the trail would not have been a “combined school and neighborhood park and playground site” to which this policy applies.

Re Policy 5. The Board finds this policy does not apply. The Board finds and interprets this policy to be limited to applying to the “development of rural parks with appropriate spacing to serve needs of county residents and that are “otherwise suitable for picnicking.” The Board finds that the YWT and the old, abandoned railway are not suitable for picnicking, being situated largely in the middle of working commercial farms where there is pesticide spraying as well as large livestock. The Board finds that such areas are not suitable for picnicking. Regardless, the Board also finds that the YWT was never designed to simply serve the needs of county residents, but rather, was designed to encourage tourism and serve the needs of others, from outside of the County.

RE Policy 6. The Board finds that the decision to remove the YWT from the County plan does not impact this policy at all. The County interprets its obligation under this policy to “encourage an appropriate amount of park and recreation development on sites” that allow it as a matter of state and local land use law. The Board finds that if the Board determines based on numerous LUBA decisions and on its own that a proposed park or recreation site is inconsistent with applicable comprehensive plan policies, or is prohibited in its zone, or fails to meet the farm impacts test of ORS 215.296 when it must do so, that the County has no obligation under this policy to continue to pursue it. The Board finds that the YWT is inconsistent with County comprehensive plan policies, must meet but fails to meet the state farm impacts test, and is prohibited in its zone in some areas, among other serious land use law problems. The Board finds as a result the proposal to remove the YWT from the TSP is consistent with this policy.

Re Policy 7. amending the TSP to remove the YWT does not affect Yamhill County’s compliance with its Comprehensive Plan regarding Parks and Recreation since the County has ample existing parks and potential park improvements that would satisfy the public’s needs for outdoor spaces. The YWT is not mentioned anywhere in the County’s Comprehensive Plan, only in its TSP. As explained elsewhere in these findings, only park and recreation facility proposals that meet land use laws need to be promoted. The Board finds that the YWT does not meet state and county land use laws and so nothing in this policy requires that it be promoted.

Re Policy 9. The Board finds the proposal is consistent with this policy. As the County’s willingness to add the YWT to its TSP and fight for its approval over several years attests, the County is certainly willing to and does encourage cooperation among government agencies to increase recreation opportunities, programs and facilities for county residents” and has explored “the possibilities of providing recreation programs for the small towns and rural areas of the county.” However, cooperating to increase opportunities and exploring possibilities does not require that ones that fail land use law tests cannot be removed. The Board finds that this policy has been fully met by the County’s efforts to include its painful discovery that the YWT fails to meet important County and state laws.

The Board finds that removing the Trail from the TSP is consistent with this policy and Goal.

(e) Section 11.05.07.01 – Citizen Involvement

“Summary:

(i) Extensive efforts were made to involve Yamhill County citizens during the development of the 1974 County Comprehensive Plan.

(ii) The county has a citizen involvement program composed of eight planning advisory committees which meet regularly to review land use proposals in their respective areas.

(iii) The county’s citizen involvement program has been approved by the Land Conservation and Development Commission.”

Policy: (i) Yamhill County will continue to implement an ongoing citizen involvement program that provides county residents opportunity to be involved in all phases of the planning process.” [YCC 11.05.07.01(a)&(b)]

Finding: The Yamhill County Comprehensive Plan Code outlines the County’s citizen involvement program that includes the County implementation of its ongoing citizen involvement program that provides County residents with the opportunity to be involved in all phases of the planning process. Specific notice provisions for Board of Commission hearings are governed by YCC 2.05.03.07 in accordance with ORS 192.640 and requires all sessions to be open to the public, except for Board declared “executive sessions” per YCC 2.05.03.08 and consistent with ORS 192.660. The County held two (2) hearings for this legislative amendment, one (1) before the Planning Commission on December 4, 2025, and one (1) before the Board of Commissioners on January 22, 2026, which was continued to January 29, 2026. Local citizens were properly notified of both hearings, with scores attending in person to voice their opinion and hundreds more expressing viewpoints of the TSP amendment by letter or email. The Board of Commission continued its January 22, 2026 public meeting in large part for the purpose of being able to review and consider all of the citizens’ testimonies before making a final decision.

The County finds that this policy has been satisfied.

(f) Section 11.05.01.06 Economic Development

YCC 11.05.01.06(a)(i) “The economy of Yamhill County is largely based upon agricultural and forestry related industries.”

YCC 11.05.01.06(2) “Yamhill County will encourage economic development improvements which do not conflict with the predominant timber and agricultural character of the county.”

The Board interprets this plan policy to favor the predominant agricultural and timber character of the County and to encourage economic development improvements which do not conflict with that predominant character. The Board finds that the area within which the Trail would traverse following the abandoned rail bed has a predominate agricultural character. The Board finds that the Trail conflicts with that predominant agricultural character. The Board finds based upon LUBAs decisions and the evidence in the record for this proceeding, that the YWT conflicts with the “predominate *** agricultural character of the area” in which large segments of the Trail are proposed and its removal is consistent with the policy reflecting that the County’s economy is largely based on agricultural industries. The Board finds that removal of the YWT from the TSP is consistent with these economic policies.

(g) Section 11.05.07.02 – Review and Update

“Summary:

(i) Changing needs and conditions will necessitate future review, evaluation, and updating of the Comprehensive Plan and its supporting documents. Intergovernmental coordination of all planning activities affecting land uses within the county are necessary to assure an integrated comprehensive plan for the entire area of Yamhill County.”

Policies:

(i) Yamhill County will review any development concepts ***which conflict with the Plan Map, goals or policies in light of changing needs and conditions and in keeping with established procedures of Plan evaluation, amendment, and update.

“*****

(iii) Yamhill County will encourage federal, state, and regional agencies and special districts to coordinate their planning efforts with those of the county. [YCC 11.05.07.02 (a)&(b)]

Finding: Consistent with this policy, amending the proposed TSP to remove the YWT reflects the changing needs and conditions, conflicts with other goals, state statutes, and local ordinances based on evidence discovered post-implementation regarding the YWT’s negative impact on adjacent farmland that were either not known or not properly vetted prior to its implementation. Its removal has been adequately coordinated with other units of government. The Board finds that it is the County’s obligation to consider state and local land use rules, and a

review of LUBA's decisions alone makes it plain that the YWT improvement almost certainly can never meet the farm impacts test since its development and use will either increase in the cost of accepted farming practices or significantly change accepted farming practices. For this reason, the Board determines it does not wish to attempt further development of the proposed YWT.

The proposed amendment to remove the YWT is rooted in multiple LUBA decisions that repeatedly denied the County's conditional use requests for the subject trail, opining, most significantly, that the YWT improvement would create significant adverse impacts on adjacent agricultural farmland for multiple privately owned farms. The proposed YWT improvement has repeatedly failed the substantive farm impacts test at ORS 215.296, and its implementation has been held repeatedly to violate statewide Goal 3 and related laws and local ordinances protecting agriculture. There is nothing to suggest that it could ever meet that important state law test.

Moreover, significant segments of the YWT are situated on land that prohibit it. It is simply not an allowed use of the land the abandoned railbed sits on for many reasons to include it cannot meet the ORS 215.296 farm impacts test and many of the zones it runs through prohibit it and it is inconsistent with several plan policies. Removing the YWT from the County planning documents is consistent with this reality.

B. Applicable Yamhill County TSP Goals

Goal 1: Provide for Efficient and Convenient Motor Vehicle Travel.

Yamhill County's TSP Goal 1 addresses motor vehicle efficiency. The Board finds that the YWT is designed as a pedestrian and bicycle facility and not a facility for motor vehicles. The Board finds that TSP Goal 1 is not impacted by the decision to remove the YWT from the TSP.

Goal 2: Provide for the Safety of All Transportation Modes.

Yamhill County's TSP Goal 2 addresses improvements to high-collision motor vehicle locations and the improvement of roadway geometrics to reduce crash rates/severity. The Board finds that TSP Goal 2 is not impacted by this request because the Board finds that TSP Goal 2 applies to "All Transportation Modes", on roadways and as such specifies a policy favoring improvement in motor vehicle geometry to reduce crashes and their severity on roadways. The Board further finds that improving roadway geometry improves safety for bicyclists and pedestrians on roadways. However, the Board finds that this policy does not apply to off roadway trails like the YWT.

Goal 3: Provide an Equitable, Balanced and Connected Multi-modal Transportation System.

Yamhill County's TSP Goal 3 addresses adequate facilities for all transportation modes with an emphasis on transportation and safety needs for all users with connectivity support between the various county communities. Although opponents of this amendment argue that removing the YWT frustrates the purpose of multimodal development, as stated elsewhere in these findings, the YWT may be replaced through shoulder and/or lane widening of OR 47 and development of Westside Rd. between McMinnville and Moore's Valley Rd., which are already listed as potential bicycle/pedestrian corridor improvements in the County's TSP. The YWT is also only one of many multimodal proposals, and its removal does not affect the remainder of the TSP beyond Goal 4, Objective 3, which only addresses aspirational support for YWT development.

In addition, nothing requires that the County insist that its TSP's individual multimodal development improvements should be maintained even when they have been shown time and time again to violate state land use laws and local requirements. It has already been shown in five LUBA decisions that the development and use of the YWT will have significant negative impacts on adjacent agricultural land in the EFU zone, significantly increase the cost of accepted farming practices, and significantly change accepted farming practices contrary to state law in ORS 215.296, such that its removal is consistent with County TSP Goal 8, Objective 2⁸ to minimize land use impacts on EFU-zoned and developed parcels.

The Board finds that removing the YWT from the TSP is consistent with TSP Goal 3.

Goal 4: Increase the Quality and Availability of Pedestrian and Bicycle Facilities.

Yamhill County's TSP Goal 4 addresses improvements to pedestrian and bicycle facilities. The YWT is only one of eight proposed improvements currently in the County's TSP. The Board finds that the YWT itself may be replaced with shoulder and/or lane widening of OR 47 and development of Westside Rd. between McMinnville and Moore's Valley Rd., which are already listed as potential bicycle/pedestrian corridor improvements in the County's TSP. The other objectives of Goal 4 are not affected by the YWT removal from the TSP. The Board finds that removal of the YWT from the TSP is consistent with TSP Goal 4.

Goal 5: Work with Transit Service Providers to Provide Transit Services and Amenities that Encourage and Increase Ridership.

Yamhill County's TSP Goal 5 addresses improvements to transit services facilities. TSP Goal 5 is not relevant to this decision.

⁸ This Goal objective states in relevant part: "Objective 2: Minimize land use impacts. Evaluation Criteria: *Minimization of impacts to EFU-zoned and developed parcels ***.*"

Goal 6: Manage the Transportation System to Support a Prosperous and Competitive Economy.

Yamhill County's TSP Goal 6 addresses enhancing access to major employment and industrial locations and enhancing the freight system. The Board finds that TSP Goal 6 is not relevant to this decision.

Goal 7: Provide Transportation Facilities and Services that are Fiscally Responsible and Economically Feasible.

Yamhill County's TSP Goal 7 addresses plans for economically viable and cost-effective transportation systems, including accessing funds and cost/benefit analysis. The Board finds that TSP Goal 7 is not relevant to this decision. The Board also notes that attempting to add the YWT to the County's TSP has only had negative impacts on its economy given the extreme costs of litigation that has transpired concerning its attempted development.

Goal 8: Provide a Transportation System that Conserves Energy and Protects and Improves the Environment.

Yamhill County's TSP Goal 8 addresses minimizing impacts to preserve the County's natural, scenic, and cultural resources, minimize impacts of environmentally sensitive areas, and minimize land use impacts *to EFU-zoned and developed parcels* and required rights-of-way. **The TSP amendment is consistent with Goal 8, because the YWT was shown in five separate LUBA decisions that its development and use cannot pass the farm impact test under ORS 215.296(1), among other serious legal problems. Removing the YWT from the TSP will ensure minimizing land use impacts to EFU-zoned and developed parcels.** The Board finds that removal of the YWT from the TSP is consistent with TSP Goal 8.

Goal 9: Coordinate with Local and State Agencies and Transportation Plans.

Yamhill County's TSP Goal 9 addresses coordinating with the Oregon Transportation Plan, ODOT standards, and local agencies regarding regional improvement development, implementation, and impacts. The Board finds that it has coordinated this decision to remove the YWT from its TSP with ODOT and local agencies. The Board notes that the Oregon Transportation Plan and ODOT standards do not apply to the proposal.

Finding: Yamhill County has evaluated the Goals under its TSP and, for the above reasons, finds that the TSP Goals have been satisfied.

C. Applicable Statewide Planning Goals

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

The Yamhill County Comprehensive Plan Code at YCC 11.05.07.01 outlines citizen involvement criteria to include a policy of implementing an ongoing citizen involvement program and provides county residents with the opportunity to be involved in all phases of the planning process. Specific notice provisions are governed by YCC 2.05.03.07 in accordance with ORS 192.640 for Board meetings and requires all sessions to be open to the public, except for Board declared “executive sessions” per YCC 2.05.03.08 as consistent with ORS 192.660. General public hearings, including legislative public hearings by the County’s Planning Commission and Board of Commission, are governed by YCC 14.02. This matter has been an ongoing process since at least 2018 when opposition to the YWT first surfaced by adjacent landowners managing farms in the EFU zone. At all phases of this matter, Yamhill County made efforts to engage citizen involvement. Most recently, with specific regard to removing the YWT from the County’s TSP, the County’s Planning Commission held a public hearing on December 4, 2025 and the Board of Commission held a public hearing on January 22, 2026 that continued to January 29, 2026. Proper notice requirements were sent, and citizen involvement was encouraged, as is evident by the amount of citizens who attended the public hearings along with the hundreds of letters submitted by citizens expressing approval or opposition to the County’s proposed amendment. For these reasons, Goal 1 standards have been met.

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

Goal 2 establishes the underlining process that a county or a city needs to utilize when considering changes to their comprehensive plans and development codes. This text amendment is being requested under the provisions of Yamhill County Code at Title 11, Section 11.05.07.02 that applies to amendments of the County’s Comprehensive Plan and its supporting documents, meeting the intent of Goal 2. This criterion is met.

Goal 3 Agricultural Lands: *To preserve and maintain agricultural lands.*

Ironically, keeping the YWT proposal in the TSP is what would violate statewide Goal 3 since its development and use has been determined by LUBA on five occasions to have a negative impact on preserving and maintaining the adjacent agricultural lands, whereas removing it complies with Goal 3 as the removal would help to preserve and maintain agricultural lands.

Goal 3 requires counties to preserve and maintain agricultural land for farm uses. Counties must invent their agricultural land areas and protect them by adopting exclusive farm use zones consistent with Oregon Revised Statute 215.296. The proposed text amendment in the TSP, i.e., the removal of the aspirational YWT development, will protect adjacent farm lands and farm uses currently situated in the EFU zone since the County repeatedly failed to provide satisfactory evidence to LUBA that the YWT development is capable of passing the farm

impacts test under ORS 215.296(1). As such, adopting the amendment complies with Goal 3 since removing the YWT from the TSP is what will preserve and maintain agricultural lands, whereas developing the YWT would violate Goal 3 for the reasons described below.

In the five separate LUBA decisions addressing County efforts to develop the abandoned railbed with the trail, LUBA determined that Yamhill County was unable to show satisfactory evidence and findings that development of the YWT would pass the farm impacts test under ORS 215.296(1). Of important significance is the fact that LUBA determined that development of the YWT would inevitably create a significant change in accepted farm practices and/or create a significant increase in the cost of adjacent farming practices in violation of 215.296(1). Yamhill County was unable to carry its burden of proof with credible evidence that developing the Trail would comply with ORS 215.296(1) or mitigate the Trail's impacts to a point of insignificance. As stated by LUBA in its fifth ruling, "[f]indings that a farmer can take measures to avoid or manage impacts from a nonfarm use do not establish compliance with ORS 215.296(1); rather, ORS 215.296(1) asks whether the non-farm use forces significant changes to farm practices or costs." *Van Dyke v. Yamhill County*, LUBA No. 2020-067, p 16, ll 2-5 (2020) [citing *Stop the Dump Coalition v. Yamhill County*, 364 Or. 432, 460, 435 P.3d 698 (2019)].

Per LUBA, keeping the YWT in the TSP would violate statewide Goal 3 in the following ways:

1. Pesticide/Herbicide Setbacks: Development of the proposed YWT bicycle/pedestrian trail, which is considered a "recreational setting," would foreclose adjacent farmers from utilizing necessary herbicides and pesticides up to the property line, as is the current accepted farming practice, and require significant spray setbacks and/or risk possible crop loss in order to protect users, developers, and maintenance operators of the YWT. *Van Dyke v. Yamhill County*, LUBA No. 2020-067 p 18 ln 9 – p 26 ln 13.
 - a. LUBA agreed with the adjacent farmland owners that if the Trail is developed, the evidence is credible that farmers would have to either switch to less effective chemicals, hire expensive manual labor, and/or create an undetermined amount of setbacks to accommodate protecting the recreational trail and its users from the pesticides, hence increasing the farmers' costs and forcing them to change their farming practices. This is because the commonly used herbicides and pesticides (Gramoxone, Parazone, Lorsban and Yuma 4E) all have location spray restrictions that are mandated by federal law under 7 USC §136j(a)(2)(G). *Id.* at p 19 ln 10 – p 23 ln 11.
 - b. LUBA also agreed with the farmers that certain pesticides (Lorsban and Yuma 4E), used by the Petitioner-farmers to protect their filbert orchards, requires significant setbacks from "sensitive sites." These setback requirements include

pedestrian sidewalks and outdoor recreational areas, such as the YWT. The setback requirements would either force farmers to remove crops within the setback area, or farmers would be forced to not spray pesticides within that area or apply other pesticides that would prohibit the farmers' ability to rotate pesticides to reduce pest resistance. Both of these options will contribute to pest infestation and crop loss. (*Id.* at p 23 ln 12 – p 24 ln 10).

2. Mandatory EPA Compliance: Similarly, the Trail would negatively impact the adjacent farmland owners' ability to spray outdoor pesticides spray in compliance with the Federal Environmental Protection Agency's (EPA) Application Exclusion Zone (AEZ) rule for outdoor pesticide application at 40 CFR at 40 CFR § 170.405(a)(1)(i). (*Id.* at p 28 ln 1 – p 31 ln 21). LUBA determined the farmers' compliance with the EPA AEZ is an accepted farm practice, therefore negatively hindering it does not pass the farm impacts test under ORS 215.296(1). (*Id.* at p 31, ln 15-21).
 - a. More specifically, the EPA AEZ excludes all persons other than the trained and protected pesticide handlers from the area "and extends 100 feet horizontally from the application equipment in all directions when a pesticide is applied aerially, by air blast application, as a fine-droplet spray, or as a fumigant, smoke, mist, or fog." (*Id.* at p 28 ln 4 – p 29 ln 4).
 - b. EPA's requirements for the pesticide applications are not limited to farm boundaries, but apply to any area within the AEZ, which would include the adjacent Trail, so such pesticide applications must immediately cease if any person using the Trail enters the 100-ft EPA AEZ. Ceasing or delaying spray operations to accommodate Trail pedestrians would likely cause farmers to miss their "spray window" when daytime and weather conditions are right for the spray application, which, in turn, could result in pest infestations and cause an increase in labor costs, chemicals, and equipment use. (*Id.* at p 29 ln 5 – p 30 ln 11; see also 40 CFR § 170.505(b)(2016)).
3. Aerial Pesticide Applications: Some of the adjacent farmers also apply aerial pesticides to their filbert orchards as a common farming practice. However, if the Trail is developed, aerial spray applicators have testified they will no longer spray in these areas "due to the risk of complaints and potential litigation from Trail users" hence foreclosing the aerial spray practice. (*Id.* at p 31 ln 22 – p 32 ln 3). LUBA found that Yamhill County failed to provide any credible evidence showing that the YWT's nonfarm use would not force a significant change in aerial pesticide applications. (*Id.* at p 33 ln 4-15). As LUBA stated in its decision "[t]he county's

decision and argument misinterpret the farm impacts standard and improperly shift the evidentiary burden. The issue is not whether any law prevents aerial application of pesticides on the farms adjacent to the Trail. The issue is whether the county's proposed nonfarm use of the county's property forces a change in the accepted farm practice of aerial application of pesticides on those farms. The burden is on county to demonstrate that its nonfarm use will not force a significant change. The county has not done so.” (Id. at p 33 ln 4-10).

4. Trail Drainage Impacts: After weighing the evidence, LUBA additionally determined that the County failed to show how the Trail would address new drainage patterns, and how the stormwater would be managed to avoid contamination to the adjacent farmlands. As the evidence stands, runoff from the trail could result in field flooding and cause decreased productivity, exacerbate drainage issues from the two culverts that can cause damage to farmlands’ pasture and crops, and create runoff with contaminants such as horse and dog feces and artificial chemicals that may cause food safety and contamination issues. (Id. at p 34 ln 12-17). Specifically, LUBA stated in its decision “[t]he [County’s] findings do not address whether the Trail will result in new drainage patterns and how the stormwater will be managed to avoid contamination of adjacent farmland. The [County’s] findings simply dismiss the farmers' concerns. We agree with petitioners that the county's findings regarding farm impacts from Trail-related drainage are inadequate” and “fail[ed] to address farm impacts from modified drainage.” (Id. at p 35 ln 6-14).

Trespass and trail contamination impacts: LUBA further ruled that the County could not demonstrate how it would prevent trespass and contamination from weed seed, trash, and feces from nonfarm Trail users, impacting the farmers’ seed and food safety certifications. (Id. at p 35 ln 15 – p 37 ln 2). In addressing the County’s proposal to implement “master planning and fencing to avoid trespass,” known as the County’s “Condition 2”, LUBA determined that the County’s proposal was “not sufficient to mitigate the impacts from trespass and contamination and is not clear and objective, as required by ORS 215.296(2).” (Id. p 36, ln 8-10). LUBA further contended that that Condition 2 failed to define “trespass related impacts” so it lacked a “clear and objective” definition that failed to “support a conclusion that all of the farmers’ trespass-related concerns will be mitigated to a point of insignificance. Those concerns include Trail users entering farm property and coming into contact with pesticides and herbicides, as well as weed seed, trash, and feces contamination. Thus, it is not "clear and objective" what design requirements will apply to the fence. In the absence of those specifications, the county erred in relying on Condition 2 to find that trespass-related impacts will be mitigated to a point of insignificance.” (Id. p 36, ln 15-21 to p 37 ln 1-2).

5. Fire Control Impacts: LUBA additionally determined that the County's findings regarding fire service adequacy are grossly inadequate and not supported by reasonable evidence. Here, the County provided its own nonexpert assessment of fire risks and fire suppression resources that could not outweigh the expert testimony provided by the chief of the Yamhill Fire Protection District, who stated that providing fire service to the Trail would create a major hardship for his district's personnel who are mostly volunteers. Similarly, the Carlton Fire District's chief provided credible testimony that that he is uncertain whether there can be adequate fire service for the Trail due to a lack of funding for fire personnel. In addition, his district's main fire station's access to the right-of-way is currently blocked by overgrown brush and the Trail would need fire hydrants installed along the corridor. (*Id.* at p 51 ln 13 – p 52 ln 19). Weighing the evidence, LUBA determined that "the county improperly rejected and failed to address expert testimony without the support of countervailing expert testimony regarding fire suppression. Instead, the county appears to have relied on its own nonexpert assessment of fire risks and fire suppression resources. The county's findings regarding fire service adequacy are inadequate and not supported by substantial evidence." (*Id.* at p 52 ln 13-18) [Emphasis added].

For the above reasons, removing the YWT from the TSP complies with statewide Goal 3 because its removal will ensure proper preservation and maintenance of farmland, as determined by the five separate LUBA decisions listed in footnote 1. In all of the subject LUBA matters, the County repeatedly failed to show how the YWT's development and usage would not force a significant change in accepted farm practices and/or significantly increase the cost of accepted farm practices on surrounding farmland.

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

Goal 4 addresses the protection of forest lands. The proposed text amendment would not apply to forest lands; thus it complies with Goal 4.

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

Goal 5 addresses natural, historical and cultural resources with a focus on protecting sites. Goal 5 is not impacted by this request.

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

Goal 6 addresses the quality of air, water, and land resources. Goal 6 is not impacted by this request.

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

Goal 7 works to address natural hazards and disasters, and through a comprehensive plan amendment process, would seek to determine if there are known natural hazards and seek to mitigate concerns. Goal 7 is not impacted by this request.

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

Amending the YWT out of the TSP does not affect Yamhill County's compliance with Goal 8 since the County has ample existing parks and potential park and trail improvements that would satisfy the public's needs for outdoor spaces. Additionally, although YWT has sometimes been referenced as a "recreational trail," its main function under the County's TSP is as a mode of linear north/south non-vehicular bicycle and pedestrian transportation. As such, adopting the amendment complies with Goal 8.

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

Goal 9 requires local governments to adopt comprehensive plans and policies that contribute to a stable and healthy economy. The economy of Yamhill County is largely based upon agricultural and forestry related industries, as stated in the County's Comprehensive Plan. Amending the YWT proposal out of the TSP will help to ensure the health, welfare, and prosperity of adjacent farm owners and operators who would have been negatively impacted by the implementation of the YWT, as shown in five separate LUBA decisions where it was determined that the YWT is incapable of meeting the farm impact analysis test under ORS 215.296(1).⁹ Additionally, there is no substantive evidence that the proposed YWT would somehow provide greater economic benefit to the County than the adjacent farms already provide or that the Trail would generally improve the County's economy in a meaningful way. As such, Yamhill County finds the proposed amendment is compliant with Goal 9.

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

⁹ See LUBA decisions cited in footnote 1 above.

Housing is not a direct consideration as part of this application. Therefore, Goal 10 is not impacted by this request

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

Goal 11 requires local governments to plan and develop a timely, orderly, and efficient arrangement of public facilities and services. The goal provides that urban and rural development be guided and supported by types and levels of services appropriate for, but limited to, the needs and requirements of the area to be served. Goal 11 is not a direct consideration of this amendment request and, therefore, is not applicable.

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

Goal 12 requires local governments to provide and encourage a safe, convenient and economic transportation system, implemented through the Transportation Planning Rule. Goal 12 is the most directly related goal to the proposed amendment since the YWT is part of the County's TSP regarding pedestrian and bicycle facilities.

Yamhill County can demonstrate that removal of the proposed YWT from the TSP (as adopted under Ordinances 880 and 895) does not significantly affect the existing TSP or County's Comprehensive Plan or degrade performance of the TSP or Comprehensive Plan below minimum acceptable standards identified in it. (OAR 660-012-0060(1)&(2); *see also*, *Department of Transp. v. City of Klamath Falls*, 177 Or.App. 1, 5, 34 P.3d 667 (2001)). The applicable standards here are whether removal of the proposed YWT significantly affects Yamhill County's Comprehensive Plan Code under YCC 11.05.03.01 – Transportation, YCC 11.05.04.02 – Parks and Recreation, Yamhill County TSP at Goal 4 [*Pedestrian and Bicycle Facilities*], and whether it violates Oregon's Goal 12 under OAR Chapter 660, Division 12. It does not. It should be stressed that removal of the YWT transportation feature, where there is significant evidence that it cannot be approved, is simply removing a feature that has been repeatedly demonstrated cannot come to fruition. The amendment does not create an even exchange equation of facility-out facility-gained in this scenario. There is simply a facility (the Trail) that can only exist on paper, not in practice, that needs to be removed from the TSP.

The YWT is only one of eight proposed bicycle and pedestrian improvements in the County's TSP, and its removal does not significantly affect the existing TSP or County's Comprehensive Plan, particularly when OR 47 can be improved for bicycle and pedestrian use through shoulder paving in areas lacking the same along with the other seven roads and

highways listed in the TSP, which are also high-speed corridors.¹⁰ Additionally, development on Westside Rd. between McMinnville and Moore's Valley Rd. near the City of Yamhill is also slated in the TSP for bicycle/pedestrian development, which is nearby and parallels the approximate bottom half of OR 47 and the YWT (within Yamhill County) from McMinnville to the Yamhill City area. For these reasons, the TSP's overall goal of "[i]ncrease[ing] the quality and availability of pedestrian bicycle facilities" is met (TSP pp 10 & 57), and amending the YWT proposal out of the TSP does not significantly affect the County's existing TSP or Comprehensive Plan or degrade performance in either document below minimum acceptable standards.

In relation to the statewide Goal 12, the County's TSP has its own Goal 4 to "Increase the Quality and Availability of Pedestrian and Bicycle Facilities" by (1) improving bicycle and pedestrian facilities, (2) consider bicycle/pedestrian improvements that complement and encourage higher levels of usage of these facilities, such as wayfinding signage, and (3) support the development of the YWT. (TSP p 57). Although the proposed YWT development will need to be removed, its removal does not significantly affect the TSP's overall goal of increasing the quality and availability of pedestrian and bicycle facilities since the YWT is only one of many proposals listed in the TSP for bicycle/pedestrian improvement locations.

Yamhill County addresses bicycle/pedestrian trail systems as part of its Comprehensive Plan under YCC Chapter 11.05. YCC 11.05.03.01(b)(i)(9) [*Transportation policy goals*] states that "Yamhill County will encourage bicycle and pedestrian traffic as an element of the transportation system by coordinating with the cities within the county to develop an integrated system of safe and convenient bicycle and pedestrian ways to complement other modes of transportation." YCC 11.05.04.02(b)(i)(7) [*Parks and Recreation policy goals*] states "Yamhill County will promote the development of an integrated bicycle and pedestrian trail system to provide recreational opportunities and to link open space, Yamhill County communities and park areas." These bicycle and pedestrian trail policy goals are further elaborated throughout the County's TPR.¹¹

The Yamhill County TSP predominantly recommends bicycle and pedestrian improvements to "consist mainly of shoulder widening and/or paving to accommodate bicycle and pedestrian use." (TSP p 14). In some cases, lane widening is also recommended. (*Id.*) In addition to the shoulder and lane improvements, the Yamhill Westsider Trail development is currently recommended to run parallel to OR 47 between OR 99W and Gaston as a replacement for bicycle and pedestrian improvements to OR 47. (*Id.*) However, it is important to note that the TSP does not state or imply anywhere that shoulder and/or lane development of OR 47 is somehow impractical or infeasible in comparison to the other seven roadways listed for the same

¹⁰ See Yamhill County TSP at p. 77 and Figure 13 at p. 72 for the eight roadways recommended for proposed bicycle and pedestrian improvements.

¹¹ Yamhill County TPR, Adopted by Ordinance 895, Nov. 5, 2015.

development. It merely states that of the eight roadways requiring bicycle/pedestrian improvements, shoulder or lane development will not be necessary for OR 47 because of the proposed YWT. However, if the YWT is removed from the TSP, pedestrian and bicycle facilities can be developed along OR 47 through shoulder and/or lane improvements, the same as the other seven high-speed corridors. (See Yamhill County TSP at p. 77 and Figure 13 at p. 72 for the eight roadways recommended for proposed bicycle and pedestrian improvements.)

For the above stated reasons, Yamhill County finds the Goal 12 criteria met.

Goal 13 Energy: To conserve energy.

Goal 13 directs local jurisdictions to manage and control land and uses developed on the land to maximize the conservation of all forms of energy, based on sound economic principles. Although opponents of the subject amendment may claim that Goal 13 is impacted since development of the YWT could allow for non-vehicular forms of transportation, the County's TSP addresses transportation impacts on energy conservation differently.

The County's Goal 8 in its TSP addresses providing a transportation system that conserves energy and protects and improves the environment in the following manner: (1) minimize impacts to preserve the natural, scenic, and cultural resources in the County by minimizing the impacts to environmentally sensitive areas, and (2) minimize land use impacts by *minimizing the impacts of EFU-zoned and developed parcels* and minimization of required rights-of-way. (Yamhill County TSP at p 60). Not only would removing the YWT from the TSP not affect the County's TSP's goals in this regard, but removal of the YWT would actually protect one of its explicitly stated energy conservation and environmental goals of *minimizing the impacts of EFU-zoned and developed parcels*.

For these reasons, the criterion for Goal 13 is met.

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

Goal 14 prohibits urban uses on rural lands. Goal 14 is not impacted by this amendment request.

Goal 15 Willamette River Greenway: To protect, conserve, enhance and maintain the natural, scenic, historical, agricultural, economic and recreational qualities of lands along the Willamette River as the Willamette River Greenway.

Goal 15 provides planning requirements for the Willamette River Greenway. Goal 15 is not impacted by this amendment request.

Finding: Yamhill County has evaluated Statewide Planning Goals 1-15. The other four goals, 16-19, are not applicable to this application request. Yamhill County finds the goals that are applicable have been satisfied.

D. Applicable Oregon Administrative Rules

(a) Removing the YWT improvement from the County's TSP is subject OAR Chapter 660, Division 12.

Amendments to comprehensive plans acknowledged by LCDC must comply with statewide planning goals, and the County must demonstrate that the amendment to remove the YWT will cause the County's TSP to remain valid and consistent with the remainder of its Comprehensive Plan. (ORS 197.175(2)(a); *see also*, *1000 Friends of Oregon v. Jackson County*, 79 Or.App. 93, 97, 718 P.2d 573 (1986); *Nicita v. City of Oregon*, 317 Or.App. 709, 716, 507 P.3d 804 (2022)). Potential goal compliance issues raised by a plan amendment, should any exist, must be addressed and resolved at the time the plan amendment is adopted and showing compliance may not be deferred to a later date. *Coopman v. City of Eugene*, 327 Or.App. 6, 18, 534 P.3d 1105 (2023). The findings must also show whether the needs that the proposed YWT provided can be otherwise be satisfied in a manner that is consistent with the TSP's goals for bicycle and pedestrian facilities. (OAR 660-012-0050(5); *Setniker v. ODOT*, 66 Or LUBA 54, p. 24-25 (2012)).

It is important to note that the development of the YWT does not comply "with all applicable acknowledged comprehensive plan policies and land use regulations." *Regency Centers, L.P. v. Washington County*, 265 Or.App. 49, 57-58, 265 Or.App. 49 (2014) *quoting* *Regency Centers, L.P. v. Washington County*, 69 Or LUBA 135, p. 20 ll. 22-31 (2014)). That further demonstrates that the removal of the YWT is appropriate under the TPR. The TPR does not require the development of transportation facilities that cannot demonstrate compliance with the required farm impacts test or ORS 296.296, or statewide Goal 3 or County plan policies protecting agriculture.

Here, the County is removing a TSP feature which the County has determined cannot be practically approved and, therefore, is not worth the continuing Sisyphean and divisive effort. Under those circumstances, does removal of the YWT affect the Yamhill County Comprehensive Plan and TSP's continuing conformity with state planning goals (including the TPR) and internal consistency? An obvious answer is that removing a next to impossible improvement from the TSP affects nothing. But to be safe, precautionary findings of compliance with Oregon's Transportation Planning Rule ("TPR"), and, in particular, OAR 660-012-0050 and 0060, is wise. Under those provisions, the County will show that the remaining transportation system, without the YWT, can still meet the County's goals and plans as well as the statewide planning goals. (OAR 660-012-0050(5); *Setniker v. ODOT*, 66 Or LUBA 54, p. 24-25 (2012)).

(b) The proposal is a minor amendment to the TSP

Under OAR 660-012-0105(4) the decision to remove the YWT from the TSP is a minor update to the County TSP. It does not change the horizon year of the TSP. It does not add a facility, it is not adopted after the TSP's horizon year, and it merely removes a potential improvement that was never vetted under state or local land use laws before it was placed into the TSP as an aspirational policy the County would support or as a potential improvement.

The Board finds that there are no “core transportation system plan elements” that must be updated that are provided in OAR 660-012-0100(2) that are applicable to the scope of the minor update.

The County finds that it has complied with the “engagement requirements” of OAR 660-012-0120. Under the proposal, the Board finds that removing this potential improvement from the TSP that never served nor could serve an underserved population because it never demonstrated compliance with Oregon or local land use laws, does not require an equity analysis. A potential improvement that could not be constructed because of its failure to comply with land use laws is not a improvement that ever did or could have served anyone, including underserved populations. The County further finds that none of the triggers for an equity analysis are present here and therefore no equity analysis was or is required.

(c) The amendment complies with OAR 660-012-0050(5) and OAR 660-012-0060(1) concerning removing the YWT from the TSP.

OAR 660-012-0050(5) states “[i]f a local government decides not to build a project authorized by the TSP, it must evaluate whether the needs that the improvement would serve could otherwise be satisfied in a manner consistent with the TSP. If identified needs cannot be met consistent with the TSP, the local government shall initiate a plan amendment to change the TSP or the comprehensive plan to assure that there is an adequate transportation system to meet transportation needs.”

This provision has not been interpreted before in this context. The first question is whether an improvement like the YWT that cannot meet important state and local land use standards, is a “project” authorized by the TSP. At the outset, the Board finds that the YWT cannot be a “project authorized by the TSP” because it never had land use permission and required significant land use decision-making to ever be a fundable improvement. The TSP could never authorize it as a result. The Board finds that the YWT was placed as a “short term” improvement in the YWT without any vetting or understanding of its land use approvability. As such, it never got to the level of a “project” because a “short term” “improvement” requires something that there is some reasonable chance to think it can be constructed in the short term. The Board finds that does not describe the YWT.

Regardless, it is noted that the only LUBA decision or case law that directly addresses OAR 660-012-0050(5) is *Setniker v. ODOT*, 66 Or LUBA 54 (2012) [*aff'd without opinion* at *Setniker v. Oregon Dept. of Transp.* 253 Or.App. 607, 293 P.3d 1091 (2012)].

In *Setniker*, Petitioner challenged proposed ODOT amendments to the Oregon Highway Plan or “OHP” (the state’s TSP), in response to Senate Bill 2011 SB 795. Petitioner argued that the proposed OHP amendments violated statewide planning goals, including Goal 12 (Transportation) and the Transportation Planning Rule (TPR). LUBA ruled in part, and the Court of Appeals affirmed, that when a government decides to not build a transportation improvement that is in an acknowledged plan, it must satisfy OAR 660-012-0050(5) and determine if the needs that were being served by the improvement can otherwise be satisfied under the relevant transportation plan. (*Setniker* at p. 24, ll 1-26). As noted, a key distinction here is that there are no needs are being served by the YWT improvement at all, because it has been demonstrated to be legally infeasible – five separate LUBA remands should be plenty to prove this.

Regardless, in the alternative the Board finds that even if the YWT is an improvement subject to the *Setniker* test, its removal meets that test.

Here, the Yamhill County TSP has listed portions of eight separate roadways for bicycle and pedestrian improvements, with OR 47 being one of them. The YWT is never listed in the TSP as a road requiring bicycle and pedestrian improvements and is only mentioned as a replacement to those improvements that would otherwise occur along OR 47. (TSP at p 77). The proposed YWT runs parallel to OR 47 from McMinnville to Gaston. However, a proposed bicycle/pedestrian improvement for Westside Rd. from McMinnville to Moore’s Valley Rd. near Yamhill is also in the TSP, which runs parallel to OR 47 less than two miles to the west. (*Id.* at pp. 72 and 77).¹² So the bottom half of the YWT already has a proposed bicycle/pedestrian improvement running parallel to it that can replace that portion of the YWT. Below is a snapshot of a portion of Figure 13 on page 72 of the County’s TSP showing how development of OR 47 and Westside Rd. can reasonably replace the YWT as follows: (1) Westside Rd. bike/pedestrian improvement is the green line from G to H; (2) OR 47 is the black line from McMinnville to Gaston; (3) the YWT is the green line from east of McMinnville to Gaston, closely paralleling OR 47.

¹² Mileage measurements taken from Google Earth Pro on January 15, 2026.



Based on the language already in the TSP, OR 47 can be improved under the existing TSP for bicycle and pedestrian access through paving existing shoulders or widening them, just like all the other roads and highways mentioned in the TSP. (*Id.* at p 77).

OAR 660-012-0050(5) is satisfied because removal of the YWT can be replaced through shoulder paving and/or widening improvements within the existing right of way along OR 47 **consistent with improvements that are already contemplated in the TSP**, through development of the parallel Westside Rd. for the southern portion of the YWT that is also contemplated by the TSP.

For the same reasons listed above, the standards are also met under OAR 660-012-0060 because the YWT's removal from the TSP does not significantly affect the transportation facility. (OAR 660-012-0060(1)). Its removal does not change a functional classification of an existing or planned transportation facility and does not change standards implementing a functional classification system and does not result in any of the effect listed in (1)(c).

(d) The YWT removal complies with other relevant provisions of OAR 660-012, namely, OAR 660-012-0020, OAR 660-012-0025, and OAR 660-012-0030

The above OARs are briefly addressed to address potential objections to the proposed amendment and its supportive findings. OAR 660-012-0020 addresses the requirements of the entire coordinated network transportation that must be addressed in the TSP. Relevant here is

subsection (2)(d) which requires a bicycle and pedestrian plan for a network of said routes throughout the planning area. As already explained in above sections, removal of the YWT will not significantly affect the bicycle and pedestrian network plan since the YWT was one of only eight proposed bicycle/pedestrian corridors and it can be replaced with other bicycle/pedestrian TSP proposals already in the TSP, such as shoulder widening of OR 47 and Westside Rd. between McMinnville and Moore's Valley Rd. All other aspects of the coordinated transportation network in TSP are unrelated and will not be affected. Therefore, the criterion under OAR 660-012-0020 is met.

OAR 660-012-0025 requires TSP findings to comply with statewide planning goals. As otherwise stated in these findings, not only does the removal of the YWT still allow the TSP to be compliant with all the statewide goals and county comprehensive plan policies, but allowing the YWT to remain in the TSP causes the TSP to be noncompliant with the Goals due to its adverse impacts on agriculture protected by statewide Goal 3 – Agricultural Land uses. Therefore, amending the TSP to remove the YWT meets the criterion under OAR 660-012-0025.

OAR 660-012-0030 addresses the determination of transportation needs in the County's TSP. Removing one of multiple proposed bicycle/pedestrian trails that has been determined to fail to meet relevant land use standards in five separate LUBA decisions does not impact the remainder of the County's TSP addressing roadway needs, corridor health, or general transit needs. The YWT also is contrary to the County's comprehensive plan goals regarding agricultural lands and farming practices since it cannot pass the farm impacts test under ORS 215.296(1).

(e) Yamhill County is not classified as a Metropolitan Planning Organization ("MPO") in Oregon, and, therefore, is not subject to OAR 660-012-0100 through OAR 660-012-0920.

OAR 660-012-0011(2)(a)-(c) states that OAR 660-012-0012 and OAR 660-012-0100 through OAR 660-012-0920 only apply to cities within metropolitan areas, portions of counties within urban growth boundaries of cities in metropolitan areas, and metro and cities and portions of counties within the Metro urban growth boundary. Yamhill County does not fall under any of these categories. ORS 197.629(8) defines "metropolitan planning organization" as "an organization located wholly within the State of Oregon and designated by the Governor to coordinate transportation planning in an urbanized area of the state pursuant to 49 U.S.C. 5303(c)." The fact that Yamhill County, or any portion thereof, has not been designated by Oregon as an MPO is supported by Oregon GEOHub and Oregon.gov which does not list

Yamhill County as one of Oregon State's eight Metropolitan Planning Organization.¹³ The Board expressly finds that the Governor has not designated the County as an MPO.

For these reasons, OAR 660-012-0100 through OAR 660-012-0920 are inapplicable and need not be addressed.

Finding: The proposal to remove the YWT from the TSP is consistent with OAR 660-012.

4. CONCLUSION

For the reasons contained herein, the County finds the text amendment to the Yamhill County TSP to remove all references to the proposed development of the Yamhelas Westsider Trail meets all relevant standards and is approved. In summary the Board has several independent reasons why it finds that is appropriate to remove the YWT from the County TSP. Each stands alone as an independent reason supporting this decision, as well as the Board finds that they all cumulatively support this decision:

- The Board decides that as a matter of policy that, in its sound discretion, it chooses not to pursue the YWT in the abandoned railbed and chooses to remove references to such development of the YWT in the abandoned railbed from the TSP.
- The Board finds that the YWT was proposed in several zones that prohibit it.
- The Board finds that the YWT has been extremely divisive in the County and wishes to stop that divisiveness and heal the County by removing the YWT from the TSP.
- The Board finds that the development of the YWT is inconsistent with the County's comprehensive plan to include Agricultural policies in YCP 11.05.02.01(B)(i)(1),(2), (4) and (8) that "Yamhill County *will provide for the preservation of farmlands* through appropriate zoning"; "Yamhill County *shall provide for the protection of farmland* in large blocks *** Any proposal to reduce the minimum lot size on a farm or farm/forest parcel shall be shown to be appropriate to maintain the existing commercial agricultural enterprise in the area."; "Yamhill County *will provide for the conservation of farmlands through various plan implementation measures and the review of any public or private land use determinations* subject to county jurisdiction, including urban development activity *and the location and construction of highways and utility transmission lines which disturb the soil cover and natural drainage pattern, and increase storm runoff, erosion and sedimentation.*"; and "No proposed rural area development shall

¹³ See <https://geohub.oregon.gov/datasets/metropolitan-planning-organizations/about> and <https://www.oregon.gov/odot/planning/pages/local-planning.aspx>, see also <https://geohub.oregon.gov/datasets/metropolitan-planning-organizations>

substantially impair or conflict with the use of farm or forest land, or be justified solely or even primarily on the argument that the land is unsuitable for farming or forestry or, due to ownership, is not currently part of an economic farming or forestry enterprise.” Concerning Policy (8) the Board expressly finds that the evidence as described by LUBA alone as well as presented in this proceeding, demonstrates that the YWT is a “rural area development” and that it would “substantially impair or conflict with the use of farm or forest land.” The Board finds that no part of that plan provision looks to the possibility of “mitigation.”

- The Board also finds that the development of the YWT is inconsistent with the following County Comprehensive Plan provisions related to the County’s economy: “YCC 11.05.01.06(a)(i) “The economy of Yamhill County is largely based upon agricultural and forestry related industries.”; and YCC 11.05.01.06(2) “Yamhill County will encourage economic development improvements which do not conflict with the predominant timber and agricultural character of the county.”
- The Board finds that the development of the YWT never met the farm impacts test of ORS 215.296 despite several considerable tries in which the County was represented by legal counsel with significant land use experience. The Board finds that it is unwilling to continue to try to demonstrate compliance with that state law test.
- The Board finds that LUBA identified serious problems with the development of the YWT that the County was never able to overcome. The Board fully understands that in its last decision LUBA stated that it would not reverse the County decisions to develop the trail but would allow the County to continue to try to meet the farm impacts test. The Board finds that the evidence described by LUBA alone persuades it that the establishment of the Trail would significantly increase the cost of accepted farming practices and significantly change accepted farming practices. The Board finds that no legally adequate mitigation to reduce those significant impacts on accepted farming practices to insignificance, was ever identified by the County (or trail supporters) despite significant efforts to do so. The Board declines to continue to try to do so. Rather the Board is persuaded that the evidence cited in LUBA’s opinions alone as well as that presented in this proceeding, demonstrates that the County cannot meet the farm impacts test as a discretionary matter, as is the Board’s right to decide. Whether that evidence demonstrates that the farm impacts test cannot be met as a matter of law is not the test. The Board finds that the test is whether the Board finds, in its discretion the test is met, and the Board finds that it is not and importantly that it chooses not to continue to try.
- The Board finds the evidence presented by Yamhill County farmers credible and persuasive and more so that Trail supporters who argued to the contrary, that the development of the YWT would significantly change accepted farming practices and

significantly increase their cost and no reasonable mitigation was available to reduce those significant impacts to insignificance. While the Board recognizes that no quasi-judicial land use application is pending before the Board, the Board also recognizes that it has provisions in its TSP that suggest that the County will file another application to develop the Trail and that such provisions lend false hope to the Trail effort. The Board chooses not to maintain those provisions in its TSP.

- The Board finds that holding out the hope of Trail development as well as the County's application to develop Trail has been extremely expensive for the County and extremely divisive. The Board finds that Yamhill County is a small County that should as much as it reasonably can, invest its time and financial resources in planning programs and improvements that provide for the benefit of all segments of the County and that do not cause significant harm to another segment – in particular one that the County's Comprehensive Plan recognizes to be significant and important – as Agriculture recognized by the County Plan to be here. Therefore, in the exercise of its authority and responsibility to govern the County, the Board chooses to remove the YWT from the County TSP as established in this decision.

Agenda Item I1

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES DEPARTMENT OF THE INTERIOR,
BUREAU OF LAND MANAGEMENT, OREGON/WASHINGTON
AND
YAMHILL COUNTY, OREGON
AS A COOPERATING AGENCY
FOR THE REVISION OF THE NORTHWESTERN AND COASTAL OREGON
RECORD OF DECISION AND RESOURCE MANAGEMENT PLAN AND
SOUTHWESTERN OREGON RECORD OF DECISION AND RESOURCE
MANAGEMENT PLAN**

This Memorandum of Understanding (MOU) establishes a cooperating agency relationship between the Yamhill County (Cooperator) and the Department of the Interior, Bureau of Land Management (BLM), Oregon/Washington State Office, for the purpose of preparing an Revision of the 2016 Northwestern and Coastal Oregon Resource Management Plan and Southwestern Oregon Resource Management Plan (2016 RMPs) and the Environmental Impact Statement (EIS) for these plans.

The BLM is the lead Federal agency for development of the RMP Revision process. The BLM acknowledges that the Cooperator has special expertise applicable to the RMP Revision process, as defined at 43 U.S.C. 4336a(a)(3). This MOU describes responsibilities and procedures agreed to by the Cooperator and the BLM (the Parties).

The cooperating agency relationship established through this MOU shall be governed by all applicable statutes, regulations, and policies, including the BLM's regulations (in particular, 43 CFR 1610.3-1 (b) and 43 CFR 46.225).

This Resource Management Plan (RMP) Revision is being undertaken on an expedited basis to advance implementation of Executive Order (EO) 14223, Threat to National Security From Imports of Timber, Lumber, and Their Derivative Products; Executive Order (EO) 14225, Immediate Expansion of American Timber Production; and the directives set forth in the One Big Beautiful Bill. The revision will be conducted pursuant to updated National Environmental Policy Act (NEPA) regulations intended to streamline procedural requirements.

I. OBJECTIVE

The purposes of this MOU are:

- A. To designate Yamhill County as a cooperating agency in the RMP/EIS process.
- B. To provide a framework for cooperation and coordination between the BLM and the Cooperator that will ensure successful completion of the RMP/EIS in a timely, efficient, and thorough manner.
- C. To recognize that the BLM is the lead agency with responsibility for completion of the RMP/EIS and the Record of Decision (ROD).
- D. To describe the respective responsibilities, jurisdictional authority, and expertise of each of the Parties in the planning process.

II. AUTHORITY

- A. The authorities of the BLM to enter into and engage in the activities described within this MOU include, but are not limited to:
 - 1. National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq., as amended by Pub. L. 118–5 (Fiscal Responsibility Act of 2023)).
 - 2. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.).
 - 3. The Oregon & California Lands Act of 1937 (43 U.S.C. 2601 et seq.).

III. PROCEDURE

The Parties acknowledge that the accelerated schedule may require abbreviated review periods, reduced opportunities for interagency coordination, and expedited collaboration. Each Party accordingly agrees to exercise due diligence, communicate in a timely manner, and engage in good-faith efforts to meet the compressed timeline and ensure efficient completion of the RMP Revision.

A. BLM Responsibilities:

- 1. As lead agency, the BLM retains final responsibility for the content of all planning and NEPA documents, which include the Draft RMP/Draft EIS, the Proposed RMP/Final EIS, and the ROD. The BLM's responsibilities include determining the purpose and need for the RMP, selecting alternatives for analysis,

Agreement Number BLM-ORxxx-xxxx

Page 2 of 9

Date of most recent draft

identifying effects of the proposed alternatives, selecting the preferred alternative, and determining appropriate mitigation measures. In meeting these responsibilities, BLM will follow all applicable statutory and regulatory requirements.

2. The BLM will consider the comments, recommendations, data, or analyses provided by the Cooperator in the RMP Revision process, regarding those topics on which the Cooperator is acknowledged to possess special expertise.

B. Cooperating Agency Responsibilities:

1. Protect all proprietary information and data collected and agree not to release these materials to individual entities other than the parties to this MOU and their contractors unless required by the Freedom of Information Act.
2. Public Records: Any information furnished to any of the undersigned agencies is subject to the Freedom of Information Act (5 U.S.C. 552) and State public records laws.
3. Along with other involved Cooperating Agencies, participate in the planning process (e.g., attend cooperating agency meetings when necessary), to the extent possible within the BLM's schedule for the RMP Revision.
4. Respond to BLM requests for information relevant to the project's potential impact on resources within the action area for which the Cooperator has special expertise, which includes social and economic aspects of the county, to the extent possible within the BLM's schedule for the RMP Revision.
5. The Cooperator will use its own funds for activities in furtherance of this MOU, unless funding is otherwise provided for in separate agreements with the BLM. In no event is the Cooperator obligated under this MOU to incur any expense, except as it may choose to do so in furtherance of its participation hereunder.
6. Cooperators are not sponsors as provided for in 43 USC 4336a(f) and 43 USC 4336a(g)(3).
7. Nothing about this agreement shall grant cooperators a right to sue if schedules are not met.
8. Cooperating Agency Representative:
 - a. For the activities covered by this MOU, Yamhill County will be represented by The Association of O&C Counties (AOCC), as outlined in IX (B).

b. Representatives may be changed at any time by written notice to the BLM.

C. Responsibilities of the Parties:

1. The Parties agree to consult regarding the schedule for the RMP Revision. In this context consult means that the BLM will seek, discuss, and consider the views of the other Parties regarding the schedule when feasible and inform cooperators of schedule changes as early as possible after they occur. (42 U.S.C. 4336 a(a)(2)(D), (E)). The BLM will make all final determinations regarding the schedule for the RMP Revision.
2. The Parties agree to use their best efforts to meet BLM's schedule for this NEPA process.
3. Cooperating agencies may submit comments to the BLM on a date no later than specified in the schedule established by the BLM. (42 U.S.C. 4336a(a)(3)).
4. Each Party agrees to fund its own expenses associated with this planning process.

IV. ADMINISTRATION

- A. RECORDS MANAGEMENT: The BLM owns the rights to all data/records produced as part of this agreement. All records (in all media, paper and electronic) created or produced in part or in whole are to be maintained for the duration of the agreement, made available upon request, and upon termination of the agreement will be turned over to the BLM.
- B. The Cooperator shall not retain, use, sell, or disseminate copies of any data that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
- C. PUBLIC RECORDS: Any information furnished to any of the undersigned agencies is subject to the Freedom of Information Act (5 U.S.C. 552) and State public records laws.
- D. MODIFICATION: Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
- E. NON-FUND OBLIGATING DOCUMENT: This agreement is neither a fiscal nor a funds obligation document. Any endeavor to transfer anything of value involving reimbursement or contribution of funds between the parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures including those

Agreement Number BLM-ORxxx-xxxx

Page 4 of 9

Date of most recent draft

for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Specifically, this agreement does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.

- F. **AUTHORITIES NOT ALTERED:** Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within its respective jurisdiction. Nothing in this MOU shall require any Party to perform beyond its respective authority
- G. **IMMUNITY AND DEFENSES RETAINED:** Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- H. **CONFLICT OF INTEREST:** The Parties agree not to utilize any individual or organization for purposes of plan development, environmental analysis, or Cooperator representation, including officials, employees, or third-party contractors, having a financial interest in the outcome of the RMP/EIS. Questions regarding potential conflicts of interest should be referred to BLM headquarters, or Field Ethics Counselors for resolution.
- I. **DOCUMENTING DISAGREEMENT OR INCONSISTENCY:** WHERE the BLM and the Cooperator disagree on substantive elements of the RMP/EIS (such as designation of the alternatives to be analyzed or analysis of effects) and these disagreements cannot be resolved, the BLM will include a summary of the Cooperator's views in the Proposed RMP/Final EIS.
- J. **MANAGEMENT OF INFORMATION:** The Cooperator acknowledges that all supporting materials and draft documents may become part of the administrative record and may be subject to the requirements of the Freedom of Information Act (FOIA) and other Federal statutes. The Cooperator agrees not to release these materials to individuals or entities other than the Parties to this MOU.
- K. **CONFLICT RESOLUTION:** The Parties agree to make reasonable efforts to resolve procedural or substantive conflicts and may agree to initiate an Alternative Dispute Resolution (ADR) process. The Parties acknowledge that the BLM retains final responsibility for the decisions identified in the RMP/EIS and ROD.
- L. **TERMINATION:** Any of the parties, in writing, may terminate the agreement in whole, or in part, at any time before the date of expiration.

V. LIST OF CONTACTS

BLM PROGRAM CONTACT	COOPERATING AGENCY PROGRAM CONTACT
Name: Elizabeth Burghard, Project Manager E-mail: eburghar@blm.gov	Name: Doug Robertson E-mail: robertsonjd44@outlook.com
Name: Sarah Bickford, Assistant Project Manager E-mail: sbickfor@blm.gov	

VI. COMMENCEMENT/EXPIRATION DATE

This agreement is executed as of the date of last signature and is effective through five years at which time it will expire unless extended.

VII. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last date written below.

Elizabeth R. Burghard
Project Manager
Western Oregon Resource Management Plan Revision
Medford District Manager

Date

Commissioner Kit Johnson
Yamhill County

Date

Commissioner Mary Starrett
Yamhill County

Date

Commissioner David King
Yamhill County

Date

SCHEDULE
(Attachment A)

TASK	RESPONSIBILITY	DATES
Publish Notice of Intent, and conduct formal scoping	BLM	Spring 2026
Formulate alternatives and conduct analysis	BLM	Spring 2026
Publish Draft RMP Revision/EIS	BLM	Summer 2026
Publish Proposed RMP Revision/Final EIS	BLM	Fall/Winter 2026
Sign Record of Decision	BLM	Early 2027

REPRESENTATIVES
(Attachment B)

FOR REVISION OF THE RESOURCE MANAGEMENT PLANS AND PREPARATION OF ENVIRONMENTAL IMPACT STATEMENT FOR THE WESTERN OREGON BLM DISTRICTS

Bureau of Land Management	Primary Representative	Alternate Representative
Name	Elizabeth Burghard	Sarah Bickford
Title	Project Manager, Medford District Manager	Assistant Project Manager, Siuslaw Field Manager
Address	3040 Biddle Road	3106 Pierce Parkway
City, State, Zip	Medford, OR	Springfield, OR 97477
Telephone	541-618-2411	541-683-6145
Email	eburghar@blm.gov	sbickfor@blm.gov

Cooperator Representative s	Primary Representative			Alternate Representative
Name	Kit Johnston	Mary Starrett	David "Bubba" King	Doug Robertson
Title	Commissioner	Commissioner	Commissioner	AOCC Executive Director
Address	535 NE Evans St.	535 NE Evans St.	535 NE Evans St.	1224 NE Walnut St. #431
City, State, Zip	McMinnville, OR 97378	McMinnville, OR 97378	McMinnville, OR 97378	Roseburg, Oregon 97470
Telephone	503-434-7501	503-434-7501	503-434-7501	541-430-8952
Fax				
Email	johnstonk@yamhillcounty.gov	starrettm@yamhillcounty.gov	kingb@yamhillcounty.gov	robertsonjd44@outlook.com

Agenda Item I2



Yamhill County
Public Works Department
2060 NE Lafayette Avenue, McMinnville, OR 97128
Ph. 503.434.7515 Fax 503.472.4068 E-mail: pubwork@co.yamhill.or.us

YAMHILL COUNTY BOARD OF COMMISSIONERS COVERSHEET

DATE: March 12, 2026
TO: Board of Commissioners
FROM: Mark Lago, Public Works Director
RE: Intent to Award for the 2026 North Valley Paving Project

BACKGROUND:

This is a request for approval for Intent to Award for the “2026 North Valley Road Paving Project”. This project scope pavement repairs, 1” prelevel, and a 2” overlay between Ribbon Ridge and Albertson road. It is estimated to be 3.8 centerline miles of paving. The CIP was presented to RIAC at the January 2025 meeting with no comments.

Bids were opened at 2:00 pm on March 3, 2026 at the Public Works Department. Eight bids were received. The apparent low bidder is Roy Houck Construction LLC for \$957,096.00. The Engineering Estimate was \$1,021,000.

STAFF RECOMMENDATION:

Staff is requesting the Board approve **intent to award for the 2026 North Valley Road Paving Project in the amount of \$957,096.00.**

FISCAL IMPACT:

Funds will come out of the Road Fund - Capital Outlay (This project is in the proposed FY 2026-27 budget).

ATTACHMENT 1: 2026 Overlay Bid Summary

ATTACHMENT 1
BID SUMMARY

2026 North Valley Rd Paving Project
Bidders Checklist
March 3rd, 2026
2:00 PM at YC Public Works Building

Greg Haffner
Engineering Mgr.

Tyler Colvin
Eilene Mendez

Engineering Intern
Engineering Intern

Greg Haffner
Engineering Mgr.

Mark Lago
Director

No.	CONTRACTOR NAME	Exhibit A Pricing Submittal Form	Exhibit C Certification & Ack. Form Complete	Exhibit D Offeror Signature Form	Exhibit F Bid Bond 10% of Bid	ODOT Prequalification Approval form (ACP & TTC)	Addendum No. 1	Exhibit B Sub-Contractor Disclosure (w/in 2 hours)	Other comments
1	Roy Houck Construction LLC	\$ 957,096.00	x	x	x	x	x	x	
2	Riverbend	\$ 985,589.00	x	x	x	x	x	x	
3	K & E Excavating	\$ 991,876.20	x	x	x	x	x	x	
4	NSP** **Error in BI 1.6 - Corrected up \$38,250	\$ 994,549.00	x	x	x	x	x	x	Had math error of \$38,250. Moved from low to 4th
5	Eagle Elsner	\$ 995,100.20	x	x	x	Not Provided	x	x	
6	KNL	\$ 995,637.00	x	x	x	x	x	x	
7	Knife River	\$ 1,085,211.70	x	x	x	x	x	x	
8	Brix	\$ 1,387,593.00	x	x	x	Not Provided	x	x	

Agenda Item I3



Yamhill County Public Works Department

2060 NE Lafayette Avenue, McMinnville, OR 97128
Ph. 503.434.7515 Fax 503.472.4068 E-mail: pubwork@co.yamhill.or.us

YAMHILL COUNTY BOARD OF COMMISSIONERS COVERSHEET

DATE: March 12th, 2026
TO: Board of Commissioners
FROM: Mark Lago, Public Works Director
RE: Approve the contract for the 2026 North Valley Road Full Depth Repair (FDR) & Culvert Replacement Project

BACKGROUND:

On February 19, 2026 the Board of Commissioners approved the intent to award the construction contract for the 2026 North Valley Road Full Depth Repair Project to Roy Houck Construction LLC. (B.O. 26 -037)

A Notice of Intent to Award letter was emailed to all bidders pursuant to OAR 137-049-0395(1) on Feb.19, 2026. If the bidders had any protest of this award, they were required to file it with Yamhill County Board of Commissioners not later than 4:00 PM on Thursday, Feb.26, 2026. No protests were filed during the 7 day protest period, therefore Public Works requests the Board to proceed with award and execution of the contract.

The contract was reviewed and approved by County Counsel. Roy Houck Construction LLC has reviewed and signed the contract. (see attachment).

STAFF RECOMMENDATION:

Award and sign the contract with Roy Houck Construction LLC for the 2026 North Valley Road Full Depth Repair & Culvert Replacement Project in the amount of **\$217,514.50**.

FISCAL IMPACT:

Funds will come out of the Road Fund - Capital Outlay

ATTACHMENTS:

Exhibit A – Plans
Exhibit B – Specifications
Exhibit C – Bid Solicitation

CONSTRUCTION SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between YAMHILL COUNTY, a political subdivision of the State of Oregon, acting by and through its Public Works Department, hereinafter referred to as the "County", and **ROY HOUCK CONSTRUCTION LLC**, a company whose Federal Employer Identification No. is **27-2841744**, hereinafter referred to as the "Contractor".

RECITALS

WHEREAS, The County requires the services of a construction services contractor for the **2026 North Valley Road Full Depth Repairs & Culvert Replacement Project** (the "Project"); and

WHEREAS, The Contractor possesses the knowledge, qualifications, and experience to perform the work required for, the Project; and

WHEREAS, A procurement of the construction services described herein was done in compliance with ORS 279C and YCR Division 49; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by the parties as follows:

AGREEMENT

1. **COMMENCEMENT AND COMPLETION DATE.** This Contract shall become effective, and the Work required hereunder shall commence, upon the County's issuance of a Notice to Proceed. The Work must be completed no later than **July 18th, 2026** unless the deadline is extended or otherwise modified pursuant to Section 8.
 - a. **Penalty For Failure to Meet Deadline.** The parties agree that the County has a substantial interest in the timely completion of the Project and all Work to be performed under this Contract in accordance with the agreed upon schedule. However, the parties agree that the damages to be anticipated from the failure of the Contractor to complete Work under this Contract in the specified time are uncertain and difficult to establish. The parties therefore desire to liquidate the County's damages for the Contractor's failure to complete the Project and all Work on time. The parties therefore agree that the Contractor is liable for and shall pay as **liquidated damages to the County the sum of \$2,000 per day** for each calendar day to commence on the first calendar day after the required completion date under this Contract and to continue after each and every calendar day until all work is satisfactorily completed as specified in the Contract Documents.
2. **CONSIDERATION.** As consideration for the performance of all terms and conditions set forth in this Contract, the County shall pay the Contractor a sum estimated to be **\$217,514.50**. The County shall make payment upon receipt and acceptance of the services as invoiced by the Contractor. The County shall pay invoices within thirty (30) days after an invoice has been received and approved by the authorized a County representative.
 - a. The compensation provided herein shall be exclusive, and the County shall neither pay nor provide Contractor with any fringe benefits, including, but not limited to, retirement, health insurance, workers' compensation insurance, unemployment insurance, or sick leave. No additional compensation or alternate form thereof shall

be payable by the County to the Contractor for any purpose whatsoever unless otherwise agreed in writing. The Contractor shall be responsible for paying all income taxes, Social Security or self-employment taxes and any other taxes or assessments imposed by any governmental body incurred by reason of the County's payment of compensation hereunder to Contractor.

3. **WORK TO BE PERFORMED BY THE CONTRACTOR.** The Contractor agrees to perform, to the satisfaction of the County, the Work as detailed in the Project's design, plans, and specifications (the "Contract Documents"), attached hereto as Exhibit A and incorporated by this reference herein. "Work" means the construction and any related services required by or reasonably inferred from the Contract Documents, whether completed or partially completed, including (except as otherwise expressly stated in this Contract) all other labor, materials, equipment, tools, permits, fees, licenses, facilities, taxes, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to fulfill the Contractor's duties herein within the term of the Contract.
- a. **Additional Work Obligations.** Additional Work obligations of the Contractor include the following:
 - i. The Contractor shall obtain and pay for all necessary permits and licenses, except for those specifically excluded in the Contract Documents, including, but not limited to, permits and licenses required for the construction of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental work, and others as required for the Project. The Contractor shall be responsible for all violations of the law in connection with the construction or caused by obstructing streets, sidewalks or otherwise. The Contractor shall give all requisite notices to public authorities. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent or other proprietary rights and save harmless and blameless from loss, on account thereof, Yamhill County, and its departments, divisions, members and employees.
 - ii. The Contractor shall keep on the Project site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the County and who shall represent the Contractor on the site. Directions given to the superintendent by the County's authorized representative shall be confirmed in writing provided to the Contractor by the County.
 - iii. The Contractor shall prepare, review for compliance with the Contract Documents, approve, and submit to the County drawings, product data, samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the County or of separate contractors.
 - iv. The Contractor shall confine equipment, storage of materials, and operation of Work to the limits indicated by Contract Documents, law, ordinances, permits, or directions of the County's authorized representative. The Contractor shall follow the County's authorized representative's instructions regarding use of premises, if any.
 - v. In addition to abiding by the terms and conditions stated herein, the Contractor shall abide by and conform to all obligations asserted by the

Contractor in their solicitation response, attached hereto as Exhibit B and incorporated herein. If any discrepancy exists between a provision in this Contract and a provision in Exhibit B, the provisions of this Contract shall prevail.

4. **WARRANTY OF WORK.** Neither the final payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless a longer period is specified, the Contractor shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Substantial Completion by the County, except for latent defects which will be remedied by the Contractor at any time they become apparent. The County shall give the Contractor notice of defects with reasonable promptness. The Contractor shall perform such warranty work within a reasonable time after the County's demand. If the Contractor fails to complete the warranty work within such period as the County determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, the County may perform such work and the Contractor shall reimburse the County all costs of the same within ten (10) days after demand without affecting the Contractor's obligations.
5. **INDEPENDENT CONTRACTOR.** This agreement is not a contract of employment. The County does not seek to hire Contractor as an employee(s) of the County nor does the Contractor desire to be an employee(s) of the County for performance of the services described herein. The parties intend that the Contractor, in performing the services specified herein, shall be and act as an independent contractor and shall have professional control of the work and the manner in which it is performed. The Contractor shall have the sole authority to determine the manner and means of performing the services described herein, and the County shall not interfere with, control, or direct the manner or method in which such services are performed; provided, the County shall direct Contractor as to the work to be assigned and shall have the right to direct the required results to the extent such direction may be consistent with the nature of the Contractor's services. The Contractor shall not be considered an agent of the County, and the County shall not be responsible for any claims, demands, or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the Contractor.
6. **THE COUNTY'S RESPONSIBILITIES.**
 - a. Greg Haffner is the "Project Supervisor" for the County. The County shall provide contract administrative services for the Project through the Project Supervisor. The Project Supervisor may engage and delegate authority to such additional staff and professional and technical consultants as the County deems necessary to assist in performing its administrative tasks. The Contractor shall direct all Project communications to the County in accordance with the Contract Documents, or as the County directs in writing.
 - b. The Project Supervisor, and any designee, shall have free access to the Work and the job site at all times. The Contractor shall not carry-on Work except with the knowledge of the County and its Project Supervisor. The County may require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Inspection or observation of Work shall not relieve the Contractor from any obligations herein. The Project Supervisor, and any designee,

has authority to reject or accept any Work that does not conform to the Contract Documents.

- c. Except for those permits and fees that are the Contractor's responsibility under the Contract Documents, the County shall secure and pay for all other necessary approvals, easements, assessments, and charges required to complete the Work.

7. SUBCONTRACTORS.

- a. The County reserves the right to reject any subcontractor proposed that was not included in the Contractor's quote. Further, the Contractor shall not retain a subcontractor to which the County has a reasonable objection.
- b. The Contractor shall pay all subcontractors as required by the Contractor's contracts with those subcontractors. The Contractor agrees that the County has no direct or indirect contractual obligation or other legal duty whatsoever to pay the subcontractors of the Contractor or otherwise ensure that the Contractor makes full and timely payment to those subcontractors for services performed on the Project.
- c. The Contractor covenants and agrees to bind any and all subcontractor(s) for performance of Work under this Contract. Any reference to the Contractor herein shall include any and all subcontractor(s) ad infinitum.

8. CONTRACT MODIFICATIONS. Unless otherwise stipulated in the Contract Documents attached hereto, the County may modify this Contract as follows:

- a. Minor Changes in the Work. The County may, at its discretion, issue a "Field Order" or "Supplemental Instructions" authorizing minor changes in the Work performed under the Project, so long as the changes do not involve adjustment to the Contract sum or the Contract time. These minor changes may include details to clarify the work to be performed. Via e-mail or letter, the Contractor must acknowledge receipt of instruction authorizing minor changes in the Work and incorporate these changes in the as-built drawings.
- b. Change Order Procedures. Either the County or the Contractor may initiate a request for proposed changes in Work to be performed under the Project via a "Change Order." For all proposed changes, a Change Order form must be used to record the proposed changes to the Project. The Change Order must contain a description of all changes in work, a detailed accounting of the proposed change in total cost, and an outline of any changes in the Project's schedule. The Contractor must then sign form and submit it to the County for final approval and authorization.
- c. Amendments. This Contract may be amended to the extent permitted by applicable statutes, administrative rules, ordinances, and the Yamhill County Public Contracting Rules. For anticipated amendments, this Contract may be amended only in accordance with and to the extent provided in the original solicitation document. No amendment shall bind either party unless in writing and signed by both parties.

9. COMPLIANCE WITH ORS 279B.220. For all services provided under this Contract, the Contractor shall: (i) pay promptly, as due, all persons supplying labor or material; (ii) pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against the County or any subdivision thereof; and (iv) pay to the State of Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If the Contractor does not pay promptly any claim that is due for the services furnished to the Contractor by any subcontractor in connection with this Contract, the County may pay such claim and charge

that payment against any payment due to the Contractor under this Contract. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

10. **HOURS OF LABOR; COMPLIANCE WITH PAY EQUITY PROVISIONS.**
 - a. Pursuant to ORS 279B.235(3), the Contractor shall pay the Contractor's employees who perform work under this Contract at least time and a half for all overtime in excess of 40 hours a week, and for work performed on any legal holiday as specified in ORS 279B.020, except for employees who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
 - b. Pursuant to ORS 279B.235(1)(b), the Contractor shall comply with the prohibition set forth in ORS 652.220. Such compliance is a material element of this Contract and failure to comply is a breach that entitles the County to terminate the Contract for cause.
 - c. Pursuant to ORS 279B.235(1)(c), the Contractor shall not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
 - d. Pursuant to ORS 279B.235(5)(b), the Contractor shall notify, in writing, any person employed by the Contractor under this Contract, either at the time of hire or before work begins on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the Contractor may require the employees to work.
11. **WORKERS' COMPENSATION.** If the Contractor is a subject employer for workers' compensation or unemployment insurance purposes, Contractor shall provide such workers' compensation and unemployment coverage benefits at its sole cost and expense and shall provide proof of such insurance and benefits at the County's request. The parties hereto specifically agree that this Contract will render the Contractor and the Contractor's employees, if any, ineligible for benefits under ORS 656.029 and that the County shall not be liable for, responsible for, or in any way or manner be required to provide, workers' compensation benefits for the Contractor or the Contractor's employees.
12. **COMPLIANCE WITH LAWS.** The Contractor shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the provision of services under this Contract, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Any violation by Contractor of any applicable law required in the provision of services hereunder shall constitute breach of this Contract, and Contractor shall be solely liable for any and all claims arising out of, connected with, or as a result of the violation.
13. **COMPLIANCE WITH PROCUREMENT STATUTES.** The Contractor shall comply with the following statutory regulations pertaining to public construction contracts:

- a. The Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the Work provided for in this Contract. ORS 279C.505(1)(a).
- b. The Contractor shall pay all contributions or amounts due the Industrial Accident Fund from the Contractor or first-tier subcontractor incurred in the performance of this Contract. ORS 279C.505(1)(b).
- c. The Contractor shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C.505(1)(c).
- d. The Contractor shall pay to the Department of Revenue all sums withheld from employees under ORS 316.617. ORS 279C.505(1)(d).
- e. The Contractor shall demonstrate upon request that an employee drug testing program is in place. ORS 279C.505(2).
- f. The Contractor shall salvage or recycle construction and demolition debris if feasible and cost effective. In contracts for lawn and landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site if feasible and cost-effective. ORS 279C.510(1).
- g. The Contractor and any subcontractor shall promptly pay, as due, all persons supplying labor and services furnished to the Contractor or first-tier subcontractor by any person in connection with this Contract as the claim becomes due. If the Contractor or subcontractor fails to pay any such claim, the County may pay the claim and charge the payment against the funds due or to become due the Contractor by reason of the Contract. ORS 279C.515(1).
- h. The Contractor and/or any first-tier subcontractor shall make payment to any person furnish labor or materials in connection with this Contract within 30 days after receipt of payment from the County or the Contractor. The Contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the Contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived. ORS 279C.515(2).
- i. The Contractor or any subcontractor shall make payment to any person furnishing labor or materials in connection with this Contract. The person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515(3).
- j. The Contractor and any subcontractor shall comply with all applicable provisions of federal, state or local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the Work under the Contract. ORS 279C.525.
- k. The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services, or the needed care and attention incident to sickness or injury, to the employees of the Contract, of all sums that the Contractor agrees to pay for the services and all

moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services, pursuant to ORS 279C.530(1).

- l. If the Contractor is a subject employer, the Contractor shall comply with ORS 656.017. ORS 279C.530(2).
- m. No person shall be employed by the Contractor for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases the laborer shall be paid at least time-and-a-half pay for all overtime in excess of 40 hours a week and for Work performed on any legal holiday specified in ORS 279C.540.
- n. The Contractor shall comply with maximum hours of work, holidays and overtime per ORS 279C.540 and time limit on claims for overtime per ORS 279C.545.
- o. The Contractor shall comply with ORS 279C.550 through 279C.570 regarding withholding of retainage. The withholding of retainage by the Contractor shall be in accordance with ORS 701.420 and 701.430.
- p. The Contractor shall comply with ORS 279C.570 regarding prompt payment, progress payments, and rate of interest.
- q. The Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract: (i) a payment clause that obligates the Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the County; and (ii) an interest penalty clause that obligates the Contractor, if payment is not made within 30 days after receipt of payment from the contracting agency, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract. These clauses must also be included in each of the Contractor's subcontracts and in each of the first-tier subcontractor's subcontracts and each of the first-tier subcontractor's, subcontractors shall include these clauses in their subcontracts with each lower-tier subcontractor or supplier. ORS 279C.580.
- r. The Contractor and any subcontractor shall comply with ORS 279C.605 regarding Notice of Claim.
- s. The Contractor shall 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 the awarding of subcontracts. ORS 279A.110
- t. Unless contrary to federal law, the Contractor shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids to the Contractor.
- u. Unless contrary to federal law, the Contractor shall certify that each landscape contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape contractor's license issued pursuant to ORS 671.560.
- v. The following notice is applicable to contractors who perform excavation work:
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 at (503)232-1987.

14. PREVAILING WAGE REGULATIONS.

- a. This Contract is subject to the following Bureau of Labor and Industries (BOLI) wage requirements and the prevailing wages rates set forth in the following booklet, as amended, which is incorporated herein by reference with the same force and effect as though fully set forth herein, and is available at the following web link:
http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx
 - Prevailing Wage Rates for Public Works Contracts in Oregon issued January 5, 2026.
 - Prevailing Wage Rates Apprenticeship Rates issued January 5, 2026.
- b. The Contractor shall provide the County with a copy of the certified payroll weekly for recording purposes. ORS 279C.860; OAR 839-025-0010
- c. The Contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. ORS 279C.830(2); OAR 839-025-0020(e)
- d. Workers employed under this Contract shall be paid not less than the applicable state prevailing rate of wage. ORS 279C.830(1)(c); OAR 839-025-0020(3)(a)
- e. If the project is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act, the Contractor shall pay the higher of the applicable state or federal prevailing rate of wage. ORS 279C.830(1)(b); OAR 839-025-0020(4)(c)
- f. If the Contractor fails to pay for labor and services, the County can pay for them and withhold these amounts from payments to the Contractor. ORS 279C.515; OAR 839-025-0020(2)(a)
- g. The Contractor must pay daily, weekly, weekend and holiday overtime as required in ORS 279C.540. ORS 279C.520(1); OAR 839-025-0020(2)(b)
- h. The employer must give written notice to the workers of the number of hours per day and days per week they may be required to work. ORS 279C.520(2); OAR 839-025-0020(2)(c)
- i. The Contractor must make prompt payment for all medical services for which the Contractor has agreed to pay, and for all amounts for which the Contractor collects or deducts from the worker's wages. ORS 279C.530; OAR 839-025-0020(2)(d)
- j. The Contractor must include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. ORS 279C.830(2)(b); OAR 839-025-0020(2)(e)(B)
- k. The Contractor shall certify that all subcontractors performing work described in ORS 701.005(2) 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 the Contract.

15. RETAINAGE BY THE COUNTY. The County may reserve as retainage from any progress payment an amount not to exceed five (5) percent of the payment. As Work progresses, the County may reduce the amount of the retainage and may eliminate retainage on any remaining monthly Contract payments after 50 percent of the Work under the Contract is completed if, in the County's opinion, such Work is progressing satisfactorily. Any retainage reserved by the County shall be withheld and released in accordance with ORS 279C.550 to 279C.580.

- a. If the Contract exceeds \$500,000, the County may place amounts deducted as retainage into an interest-bearing escrow account, and if it does, any interest on the retainage amount will be paid to the Contractor. In accordance with ORS 279C.5570(2), such interest shall accrue from the date the payment request is approved by the County until the date the retainage is paid to the Contractor to which it is due.
16. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees from any claims, liabilities, demands, damages, actions, or proceedings arising from or relating to the acts or omissions of the Contractor in connection with the performance of any services required hereunder. The Contractor shall be responsible for any damage to property, injury to persons, and any loss, expense, inconvenience, and/or delay that may be caused by, or result from, the carrying out of services under this Contract.
 - a. Environmental Contamination. The Contractor will be held responsible for and shall indemnify, defend (with counsel of the County's choice) and hold harmless the County from and against any costs, expenses, damages, claims, and causes of action, including attorney fees, or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Contract which occur as a result of, or are contributed to, the negligence or actions of Contractor or its personnel, agents, or subcontractors or any failure to perform in accordance with the Contract Documents, except to the extent otherwise void under ORS 30.140.
17. RISK OF LOSS. The risk of loss or damage to the subject matter of this Contract arising from any cause whatsoever, including acts of God, shall be upon the Contractor until such time as the County has accepted the work and services as provided in this Contract.
18. INSURANCE. The Contractor shall, at its expense, obtain the following insurance coverage and keep them in effect during the entire term of this Contract:
 - a. Comprehensive General Liability Insurance (including contractual liability and completed operations coverage) with a per occurrence limit of not less than \$2,000,000 and an aggregate limit of not less than \$4,000,000, covering all activities and operations of the Contractor;
 - b. Commercial Automobile Liability Insurance, with a per occurrence limit of not less than \$2,000,000 and an aggregate limit of not less than \$4,000,000, for all owned, non-owned, and hired vehicles used in the performance of the services required hereunder; and
 - c. Additional Insurance Requirements:
 - i. All insurance policies shall be written on an occurrence basis and be in effect for the term of this Contract. Written authorization from the County is required for any insurance policy written on a claims-made basis. Any insurance policy authorized to be written on a claims-made basis shall be in effect for the term of this Contract plus for three (3) years after the termination of this Contract.
 - ii. Insurance coverage shall apply on a primary and non-contributory basis.
 - iii. Prior to commencing services, the Contractor shall furnish current Certificate(s) of Insurance for all required insurance to the County. The insurance must be provided by an insurance company or entity that is

authorized to transact the business of insurance and issue coverage in the State of Oregon, with an AM best rating of at least A-. The Certificate shall provide, by policy endorsement, if necessary, that the County, its officers, employees, agents, and volunteers are additional insureds with respect to the Contractor's services provided under this Contract and that there shall be no cancellation, termination, non-renewal, material change to, potential exhaustion of aggregate limits, or reduction of limits of the required insurance without at least 30 days written notice from the Contractor or its insurer to the County. If requested, the Contractor shall provide complete copies of insurance policies to the County.

19. **BONDS REQUIRED.**

- a. **Performance and Payment Security.** The Contractor shall furnish bonds issued by a surety approved by the County covering faithful performance of this Contract and payment of obligations arising thereunder. The cost of the bonds shall be equal to 100 percent of the Contract's total not-to-exceed amount. The Contractor shall deliver the required bonds to the County not later than the date of execution of the Contract, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the County that such bonds will be furnished. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney. Upon request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.
- b. **Public Works Bond.** Throughout the term of the Contract, the Contractor shall have on file with the Construction Contractors Board a public works bond in compliance with ORS 279C.836 and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring a subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the subcontractor has filed a public works bond before permitting the subcontractor to start Work.

20. **TERMINATION.**

- a. **County's Termination for Convenience.** The County may terminate this Contract in whole or in part whenever the County determines that termination of the Contract is in the best interest of the County. The County will provide the Contractor with written notice of a termination for convenience at least thirty (30) calendar days before the intended termination date. By the termination date, the Contractor shall provide the County with immediate and peaceful possession of the Project site. Such termination shall be without liability or penalty, and in no circumstance shall Contractor be entitled to lost profits for work not performed due to termination. No termination for convenience shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.
- b. **County's Termination for Cause.** The County may immediately terminate this Contract without liability or penalty for either of the following causes by the mailing of written notice to the Contractor at the Contractor's address provided herein, specifying the cause:

- i. The Contractor breaches any of the provisions of this Contract;
 - ii. The Contractor no longer holds all licenses or certificates that are required to perform the services required under this Contract;
 - iii. The County lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow the County, in the exercise of its reasonable discretion, to pay for the Contractor's services; or
 - iv. 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 the County is prohibited from paying for such services from the planned funding source.
 - c. Contractor's Termination for Cause. The Contractor may terminate this Contract for cause if the County fails to pay the Contractor pursuant to this Contract. The Contractor may also terminate this Contract for cause if the County commits any material breach or default of any covenant, warranty, obligation, or agreement under this Contract and such breach or failure is not cured within thirty (30) calendar days after delivery of the Contractor's notice, or such longer period as the Contractor may specify in such notice.
21. **FORCE MAJEURE.** Neither the County nor the Contractor shall be held responsible for delay or default caused by fire, riot, civil disobedience, acts of God, or war where such cause was beyond the reasonable control of the County or the Contractor. The Contractor 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 this Contract. The risk of loss or damage to the subject matter of this agreement shall be upon the Contractor until such time as the County has accepted the services required hereunder.
22. **ASSIGNMENT; DELEGATION; SUCCESSOR.** The Contractor shall not assign, delegate, nor transfer any of its rights or obligations under this Contract without the County's prior written consent. The County's written consent does not relieve the Contractor of any obligations under this Contract, and any assignee, transferee, or delegate is considered the Contractor's agent. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective successors and assigns.
23. **GOVERNING LAW, JURISDICTION, VENUE, & ATTORNEY FEES.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the County (and/or any other agency or department of Yamhill County) and the Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. Provided, however, if the 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. The Contractor hereby consents to the in personam jurisdiction of said courts. Each party shall be responsible for the party's own attorney fees, costs, and disbursements at all times including appeals.
24. **RECORDS.** The Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, the Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly

document the Contractor's performance hereunder. The Contractor acknowledges and agrees that the County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and pertinent documents shall be retained by the Contractor for a minimum of six (6) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

25. NOTICES. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

County: PUBLIC WORKS
ATTN: Greg Haffner
2060 NE Lafayette Ave
McMinnville, Oregon 97128
Haffnerg@Yamhillcounty.gov

Contractor: ROY HOUCK CONSTRUCTION LLC
ATTN: RYE HOUCK
4444 22ND AVE NE
SALEM OR 97301
RYE@HOUCKCO.COM

26. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, the Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. The County shall withhold final payment under this Contract until the Contractor has met this requirement.
27. TAX CERTIFICATION. The Contractor hereby certifies that it is not in violation of any Oregon Tax Laws and that it shall continue to comply with Oregon Tax Laws during the term of this Contract. Pursuant to ORS 279B.045, the Contractor's failure to comply with the Oregon Tax Laws is considered a default for which the County may terminate the Contract and seek damages and other relief as available. For purposes of this certification, "Oregon Tax Laws" means those programs listed in ORS 305.380(4).
28. WAIVER. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision of this Contract, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
29. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the

specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

30. COUNTERPARTS. This Contract and any subsequent amendments may be executed in any number of counterparts (including by facsimile, PDF, or other electronic transmission), each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one agreement binding on all parties.
31. SEVERABILITY. If any provision of this Contract shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the 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.
32. SURVIVAL. All rights and obligations shall cease upon termination of this Contract, except for those rights and obligations that by their nature or express terms survive termination of this agreement. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

[remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Contract on the date indicated by their duly authorized officials.

CONTRACTOR

YAMHILL COUNTY

Signature

Roy Houck III

Name (printed)

Member

Title

Feb. 27, 2026

Date

Chair, KIT JOHNSON

Commissioner, MARY STARRETT

Commissioner, BUBBA, DAVID KING

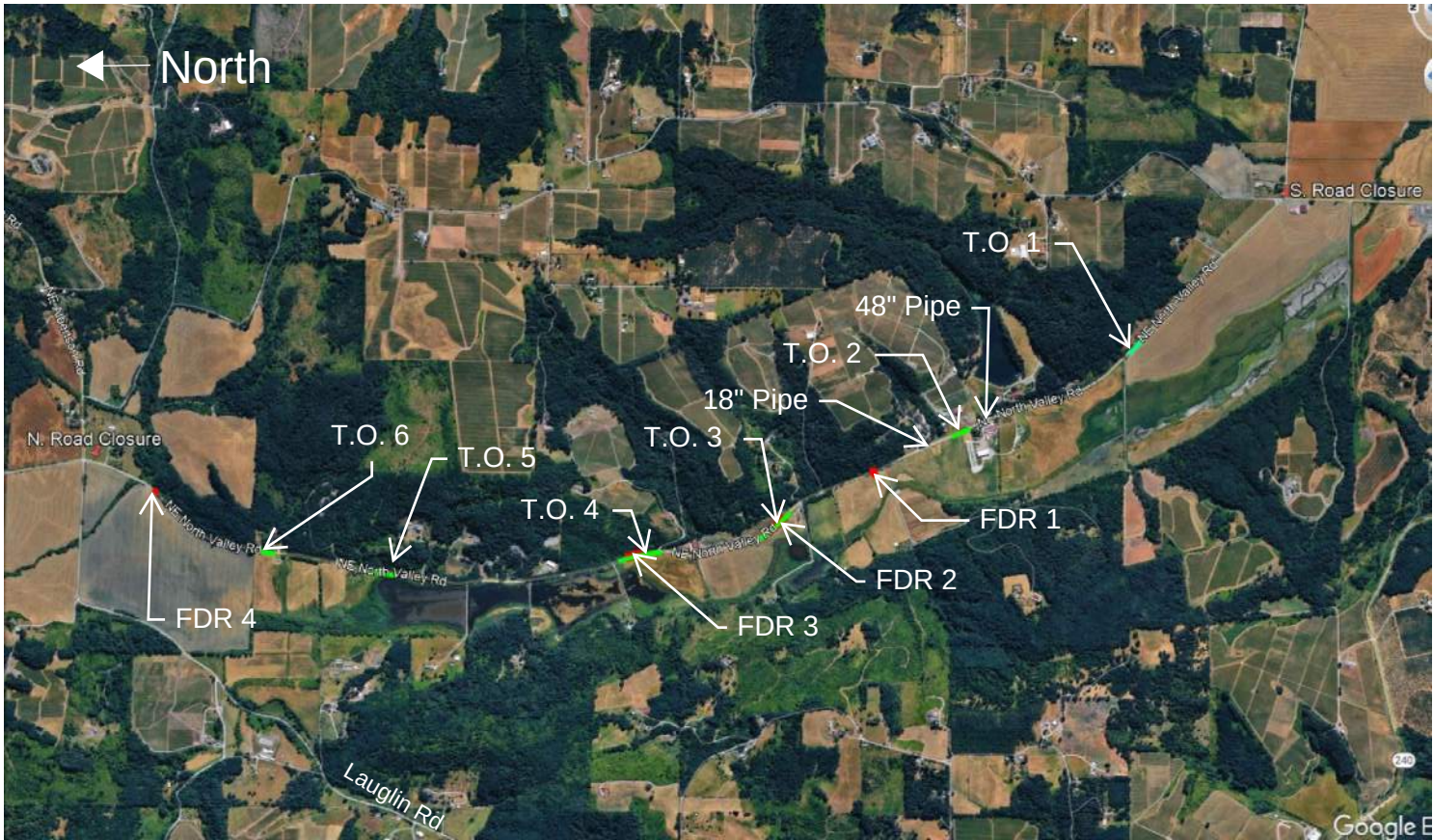
Date

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

APPROVED AS TO CONTENT:

By: 
PUBLIC WORKS DIRECTOR,
MARK LAGO



PROJECT LIMITS

ROAD CLOSURE NOTES

North Valley Road will be closed up to 12 calendar days to complete the project work. PCMS reader boards are to be in place 14 days ahead of the closure and detour signage is to be in place 7 days prior to road closure. The closure is required to begin on a Monday and finish on the second Friday.

All FDR work, pipe work, and turn out embankment (if Bid Alt. is awarded) is to be constructed during the closure. The 48" pipe is a fish passage permitted pipe replacement (Read Culvert Replacement notes below). It is the contractor's choice to complete this pipe work either concurrent with FDR work or outside FDR work. No more than 12 calendar days of closure will be allowed.

CULVERT REPLACEMENT NOTES

The 48" pipe replacement is permitted by ODFW. See Exhibit J in the contract documents for permit conditions. Permit requirements indicate that all work is to be completed during the In-Water-Work-Window (IWWW) which for this project is July 15 to September 30, 2026.

ODFW has indicated by email that they will allow the 48" culvert replacement to take place outside the IWWW (earlier than July 15th) providing the tributary flows have ceased. Yamhill County (YC) contacted Camp Tillicum who owns the Lake just above the culvert and they indicated that flows typically stop by the end of June. However, in dryer seasons, it can stop as early as the beginning of June. Y.C. has set the completion date of July 18, 2026 with the understanding that a wet spring may impact that completion date.

CONTRACT SCHEDULE

Start Date of June 1, 2026, Completion Date of July 18, 2026
Notice to Proceed anticipated Mid March 2026.

OWNER PROVIDED MATERIALS

See Section 00251 in the Specials

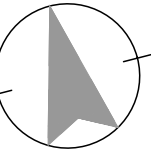
SURVEY REQUIREMENTS

See Section 00305 in the Specials

Sht. No	Description	Sht. No	Description
C-1	Cover Sheet	P1 & P-2	48" Culvert Replacement
C-2	Proposed Detour	P-3	18" Culvert Replacement
C-3	Traffic Control & Overview	Det 2100	Embankment Const. Det.
C-4	Site Earthwork Summary		
C-5-C-8	Full Depth Repairs		

Bid Plans

See Geotechnical Report included as Exhibit J
THE FOLLOWING ARE EXCERPTS FROM THE REPORT:



4.0 CONCLUSIONS AND REPAIR RECOMMENDATIONS

Based on our field observations, explorations, testing, and analysis, it is our opinion the uneven areas are a result of ground deformations associated with the road being founded on landslide debris and alluvial fan deposits. Due to the variable thickness and consistency of the landslide debris, it is difficult to predict the location and magnitude of future deformations. To eliminate the risk of future deformations, complete removal and replacement of the landslide debris material with new embankment fill or ground improvements such as soil-cement mixing will be required. However, we understand the associated cost of these options is not feasible and, based on discussions with the County, the return on investment is likely not worth the undertaking for the County. Therefore, we recommend a double-layer geogrid repair option that allows for future ground deformations but reduces the amount of differential movement and pavement cracking, thus reducing the effect of ground deformation on ride quality. The following sections provide our recommendations for repairing the four uneven areas.

4.2 REPAIR RECOMMENDATION

With the intent of improving overall ride quality with the understanding that future deformations will occur in the uneven areas, we recommend reconstructing the pavement with double-layer geogrid reinforcement. Below is our recommended repair for the four uneven areas. Based on discussions with the County, rehabilitation and drainage improvements will be made throughout the project limits of North Valley Road. Therefore, the AC section below should be considered the long-term AC thickness after rehabilitation.

Recommended Repair Section (7 inches of AC over 16 inches of aggregate base over 12 inches of subbase):

- 3 inches of ½-inch, Level 3, dense ACP (surface course).
- 4 inches of ½-inch, Level 3, dense ACP (base course – 2 lifts).
- 16 inches of aggregate base with triaxial geogrid at mid-layer.
- 12 inches of subbase with triaxial geogrid at mid-layer.
- Subgrade geotextile.

NOTE: The limits of the repair should extend the width of the roadway and at least 30 feet past the longitudinal limits of the uneven area. Additionally, we recommend a taper approach with the double-layer geogrid where the subbase and bottom grid extends 15 feet past the limits of the uneven area and aggregate base and upper grid extends the entire 30 feet past the limits of the uneven area.

As noted above, the ultimate AC thickness should be 7 inches; variation in the intermediate AC base and surface course thickness as the overall rehabilitation efforts are performed for North Valley Road should be acceptable provided Central is offered the opportunity to review and comment on the rehabilitation procedure. Material specifications for the above repair recommendation are provided in the section below.

Table 2. Existing Pavement Thickness

Area No.	Boring	Lane	Wheel Track ¹	AC Thickness (inches)	Aggregate Base Thickness (inches)
1	B-1	Southbound	BWT	11.0	12.0
	B-2	Southbound	BWT	11.0	12.0
2	B-3	Northbound	BWT	11.0	10.0
	B-4	Northbound	BWT	10.0	14.0
3	B-5	Southbound	BWT	10.0	14.0
	B-6	Southbound	BWT	10.0	14.0
	B-7	Southbound	BWT	10.0	14.0
4	B-8	Northbound	BWT	10.0	10.0

Notes:
¹ BWT = Between wheel track

NORTH VALLEY RD 2026 CIP PROJECTS

COVER SHEET

Drawn by: T. Colvin

Sheet Version: 1

Date: 1/21/2025

VERIFY 1":
BASED ON
17X11 PRINTS

C-1



NORTH VALLEY RD 2026 CIP PROJECTS

TRAFFIC CONTROL AND OVERVIEW

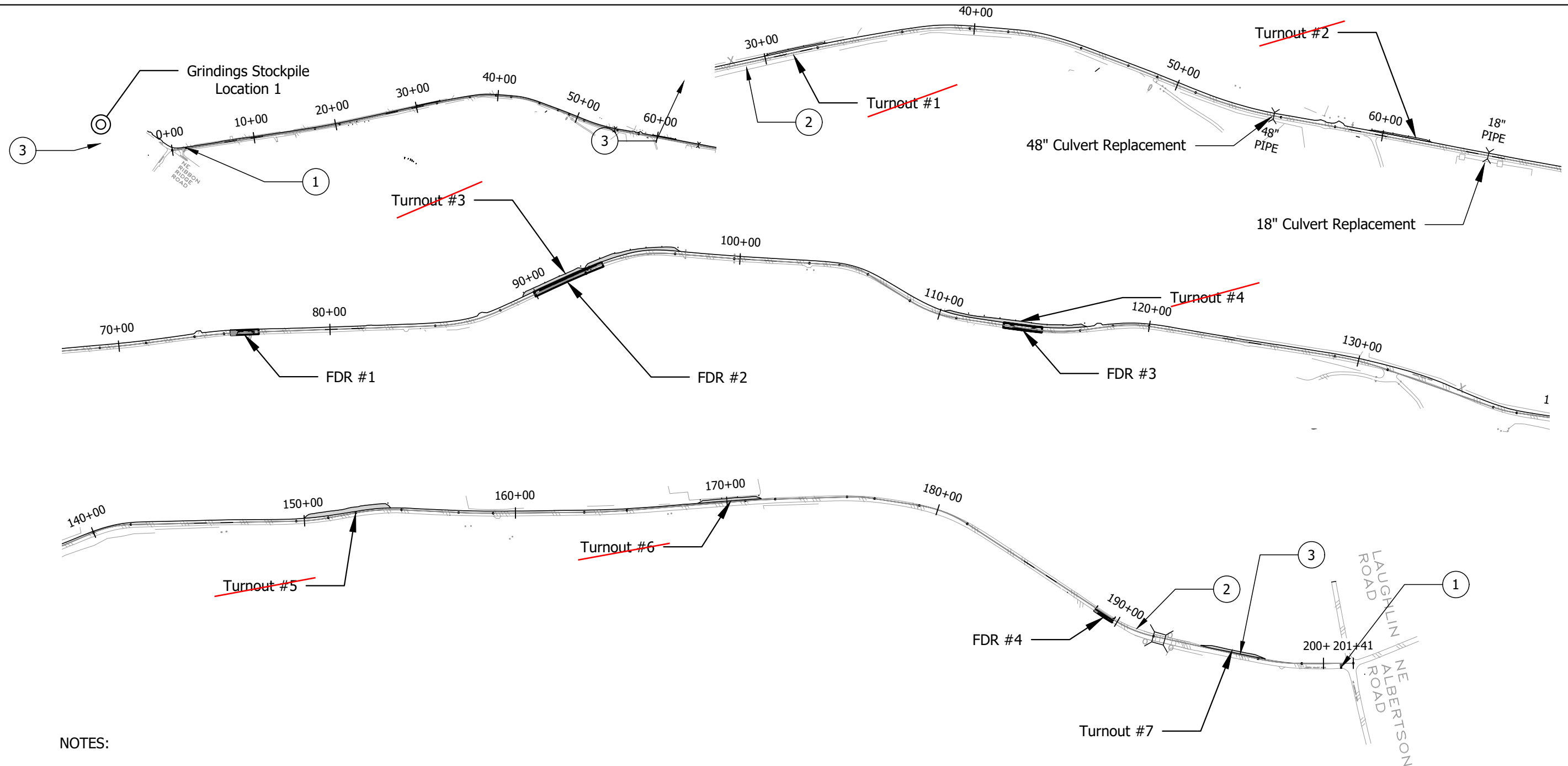
Drawn by: T. Colvin

Sheet Version: 1

Date: 1/20/2026

VERIFY 1" = BASED
ON 17X11 PRINTS

C-3

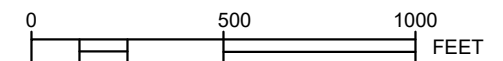
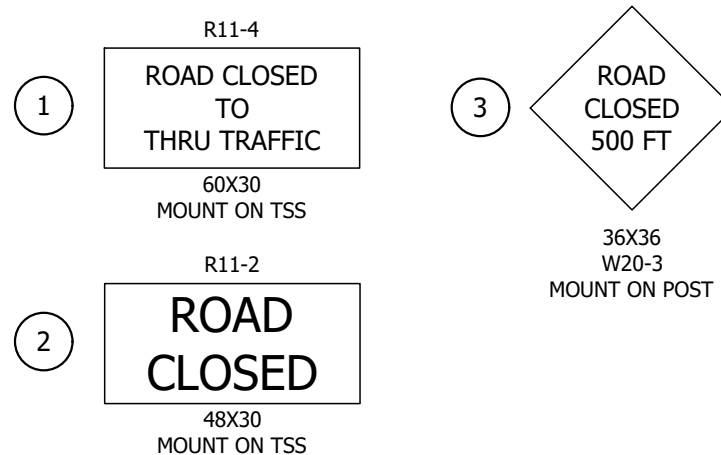


NOTES:

1. SIGNS AND OTHER TRAFFIC CONTROL DEVICES (TCD) SHOWN ARE MIN. REQUIRED. ADJUSTMENT OF TEMP. TCD MAY BE REQUIRED TO ACCOMMODATE EXTG. FIELD CONDITIONS. ADDITIONAL TRAFFIC CONTROL MEASURES (TCM) MAY BE REQUIRED.
2. (TCD) SPACING NOT SHOWN ON THE PLANS SHALL FOLLOW THE "TRAFFIC CONTROL DEVICES (TCD) SPACING TABLE" AND "MINIMUM LENGTHS TABLE" ON STD. DWG. TM800

CONSTRUCTION STAGING

NORTH VALLEY RD. -- FULL ROAD CLOSURE -- 12 CALENDAR DAYS MAXIMUM
(DETOUR IN PLACE. FOR DETAILS, SEE SHT. D-1)
PLACE DETOUR NO SOONER THAN 14 DAYS FOR PCMS BOARDS AND 7 DAYS FOR
DETOUR SIGNAGE.





NORTH VALLEY RD 2026 CIP PROJECTS

OVERVIEW

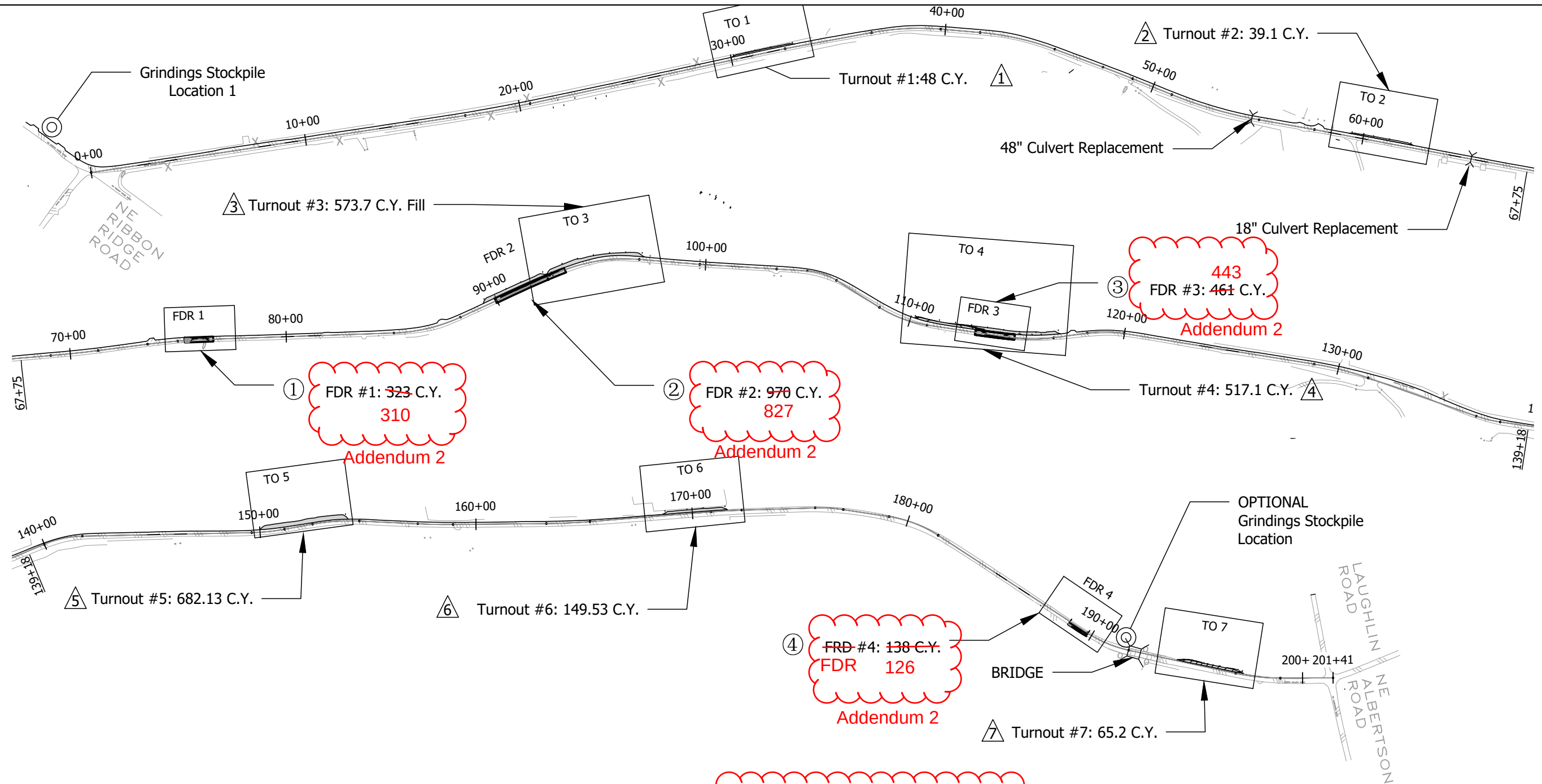
Drawn by: T. Colvin

Sheet Version: 1

Date: 1/21/2026

VERIFY 1" BASED
ON 17X11 PRINTS

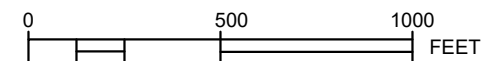
C-4

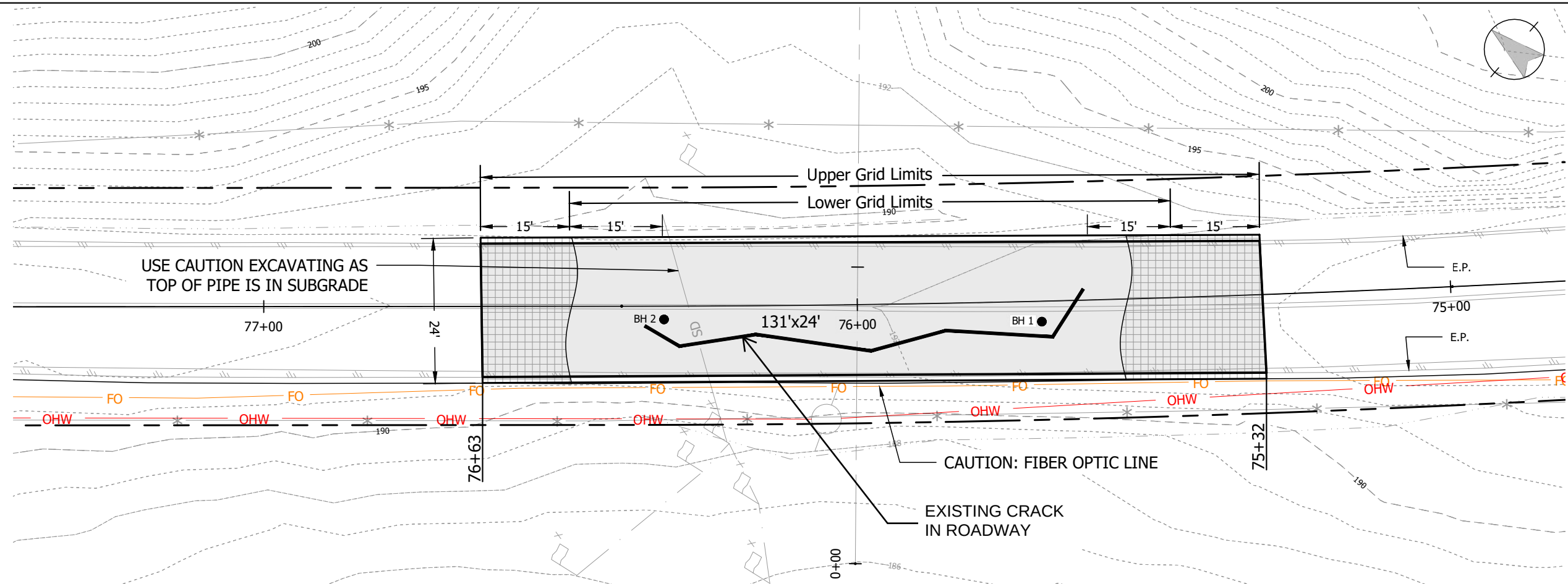


NOTES:

1. BASE BID WORK CONSISTS OF FULL DEPTH REPAIRS (FDR) WORK. THIS WORK NOTED ON FDR SHEETS 1-4.
2. BID ALTERNATE WORK CONSISTS OF CONSTRUCTION OF TURN OUT ALONG CLOSED PORTION OF NORTH VALLEY ROAD. SEE T.O. SHEETS 1-7 FOR GRADING LIMITS AND CONSTRUCTION NOTES.
3. SEE SHEET P-1 AND P-2 FOR PLAN AND PROFILE OF 48" CULVERT REPLACEMENT
4. SEE SHEET P-3 FOR PLAN AND PROFILE FOR 18" CULVERT REPLACEMENT

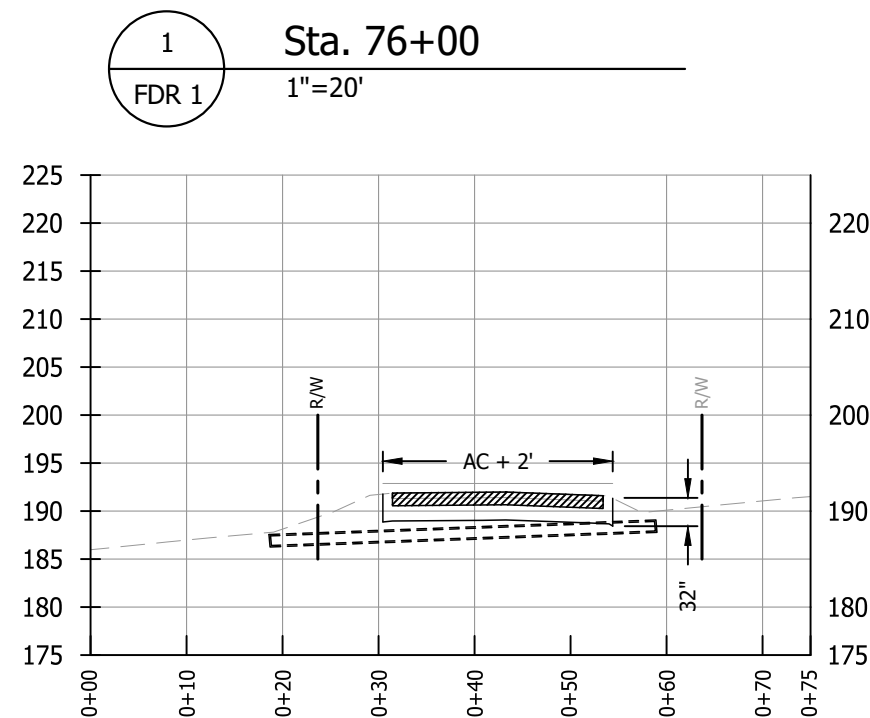
BID ALTERNATE - TURN OUT SITE BALANCE					
FDR Spoils (32")			T.O. Fill		
①	310.5 C.Y.	Cumulative	1	47.99 C.Y.	Cumulative
②	827.3 C.Y.	1138	2	39.08 C.Y.	87.07
③	443.3 C.Y.	1581	3	573.68 C.Y.	660.75
④	125.6 C.Y.	1706	4	517.08 C.Y.	1177.83
48" Trench Spoils ±40 C.Y.			5	682.13 C.Y.	1859.96
12% SWELL			6	149.53 C.Y.	2009.49
1912 C.Y'S					



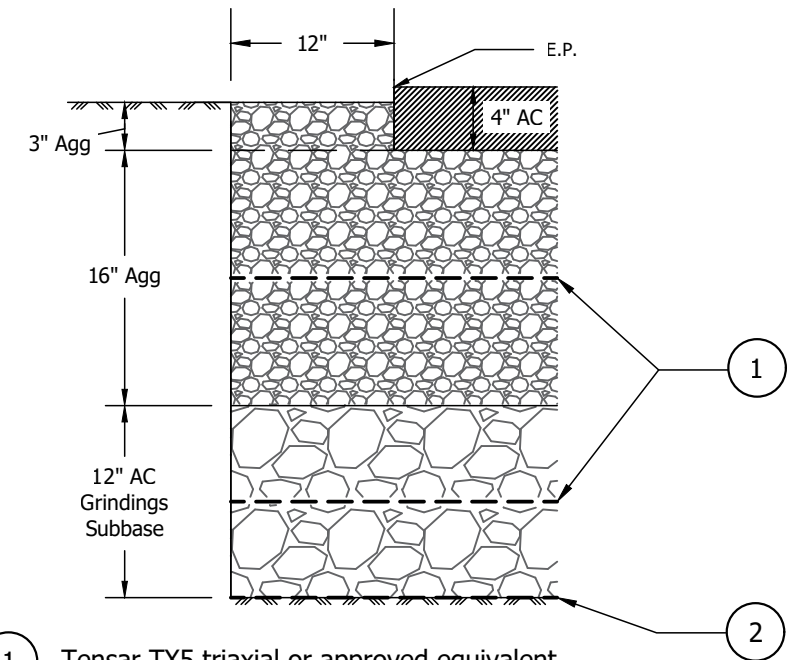


Construction Notes:

- 1 Remove $\pm 11"$ of existing pavement by cold plane, Grindings to be utilized as Subbase in lower 12 inches of FDR. Stockpile on site as required.
- 2 Excavate 32" depth below existing pavement. Salvage 6" of existing base.
- 3 Place Woven Geotextile Fabric at bottom of excavation. See note ②.
- 4 Place 6" lift of Grindings, compact.
- 5 Place Tensar TX5 Geogrid or approved equal, per note above. Minimum 1.5' panel overlap, see note ①.
- 6 Place 6" lift of grindings, compact.
- 7 Place 8" lift of salvaged base and Agg. base, compact.
- 8 Place Tensar TX5 Geogrid, Minimum 1.5' panel overlap, see note ①.
- 9 Place 8" lift of Agg. base, compact
- 10 Place 4" of Level III AC, max 2" lift.



2 Cross Section
Horizontal: 1"=20'
Vertical: 1"=20'



- ① Tensar TX5 triaxial or approved equivalent.
- ② Woven Geotextile Subgrade Fabric.

3 Typ Section Detail
*Not to scale



NORTH VALLEY RD 2026 CIP PROJECTS

FULL DEPTH REPAIR #2

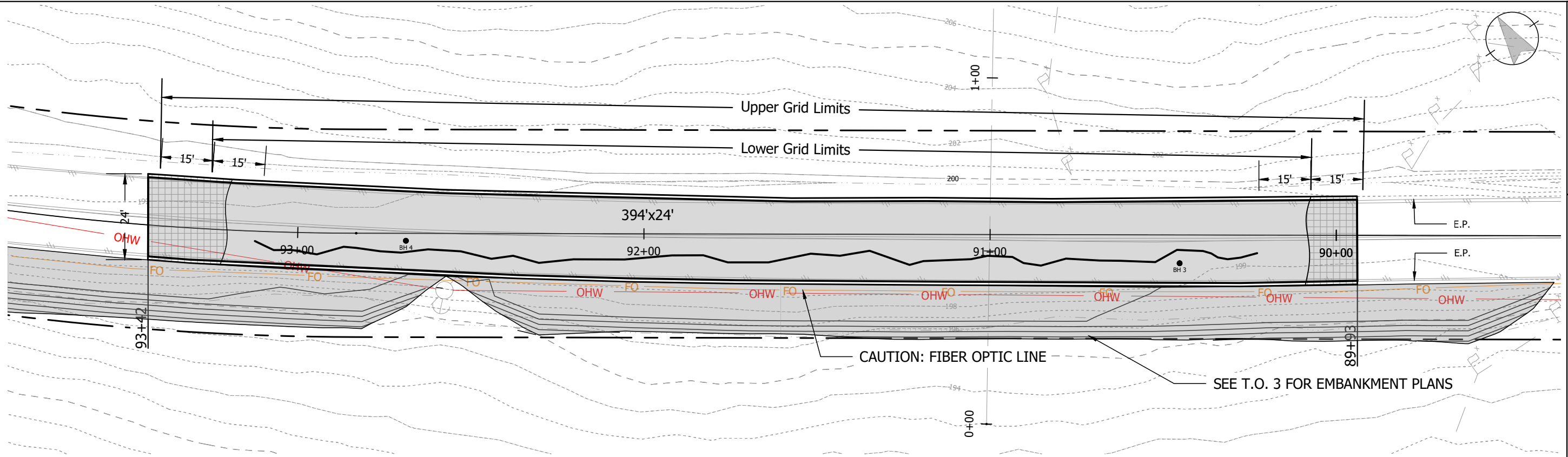
Drawn by: G. Haffner

Sheet Version: 1

Date: 12/10/2025

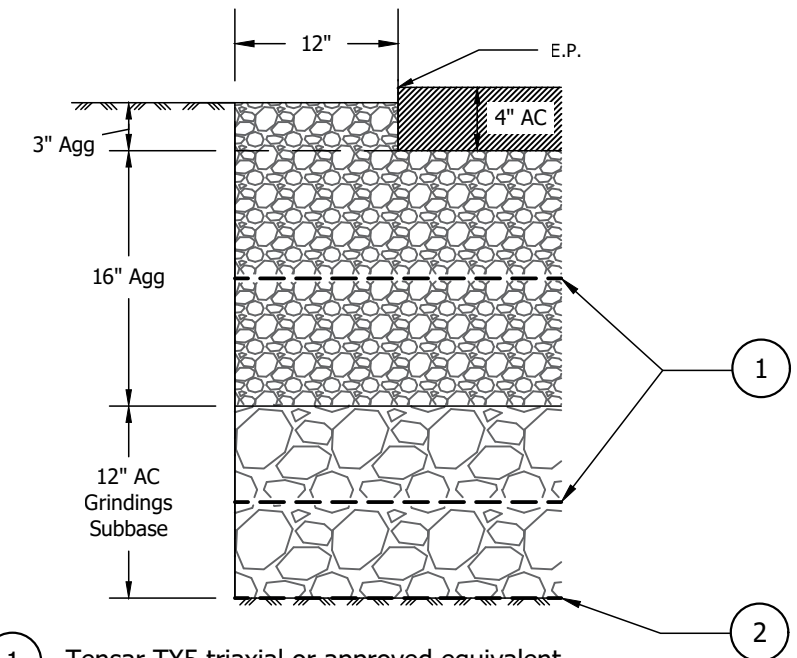
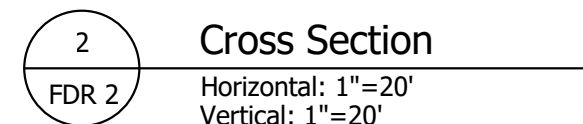
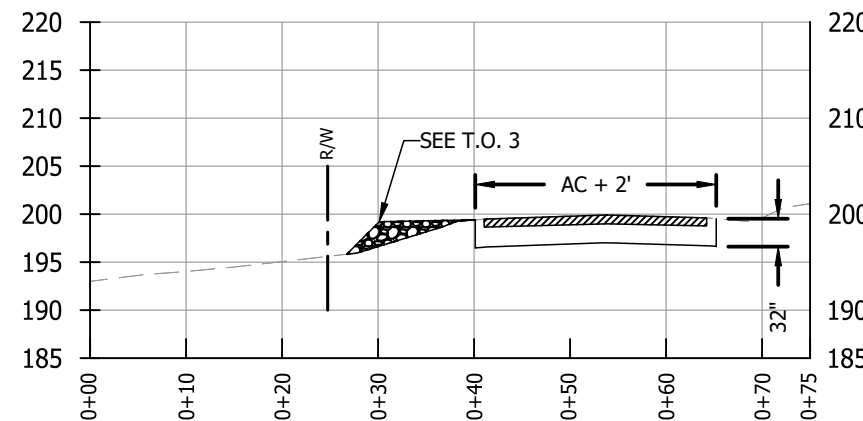
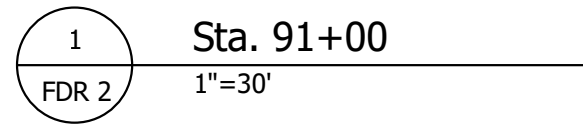
VERIFY 1" BASED
ON 17X11 PRINTS

FDR 2



Construction Notes:

- 1 Remove $\pm 11"$ of existing pavement by cold plane, Grindings to be utilized as Subbase in lower 12 inches of FDR. Stockpile on site as required.
- 2 Excavate 32" depth below existing pavement. Salvage 6" of existing base.
- 3 Place Woven Geotextile Fabric at bottom of excavation. See note ②.
- 4 Place 6" lift of Grindings, compact.
- 5 Place Tensar TX5 Geogrid or approved equal, per note above. Minimum 1.5' panel overlap, see note ①.
- 6 Place 6" lift of grindings, compact.
- 7 Place 8" lift of salvaged base and Agg. base, compact.
- 8 Place Tensar TX5 Geogrid, Minimum 1.5' panel overlap, see note ①.
- 9 Place 8" lift of Agg. base, compact
- 10 Place 4" of Level III AC, max 2" lift.



- 1 Tensar TX5 triaxial or approved equivalent.
- 2 Woven Geotextile Subgrade Fabric.





NORTH VALLEY RD 2026 CIP PROJECTS

FULL DEPTH REPAIR #3

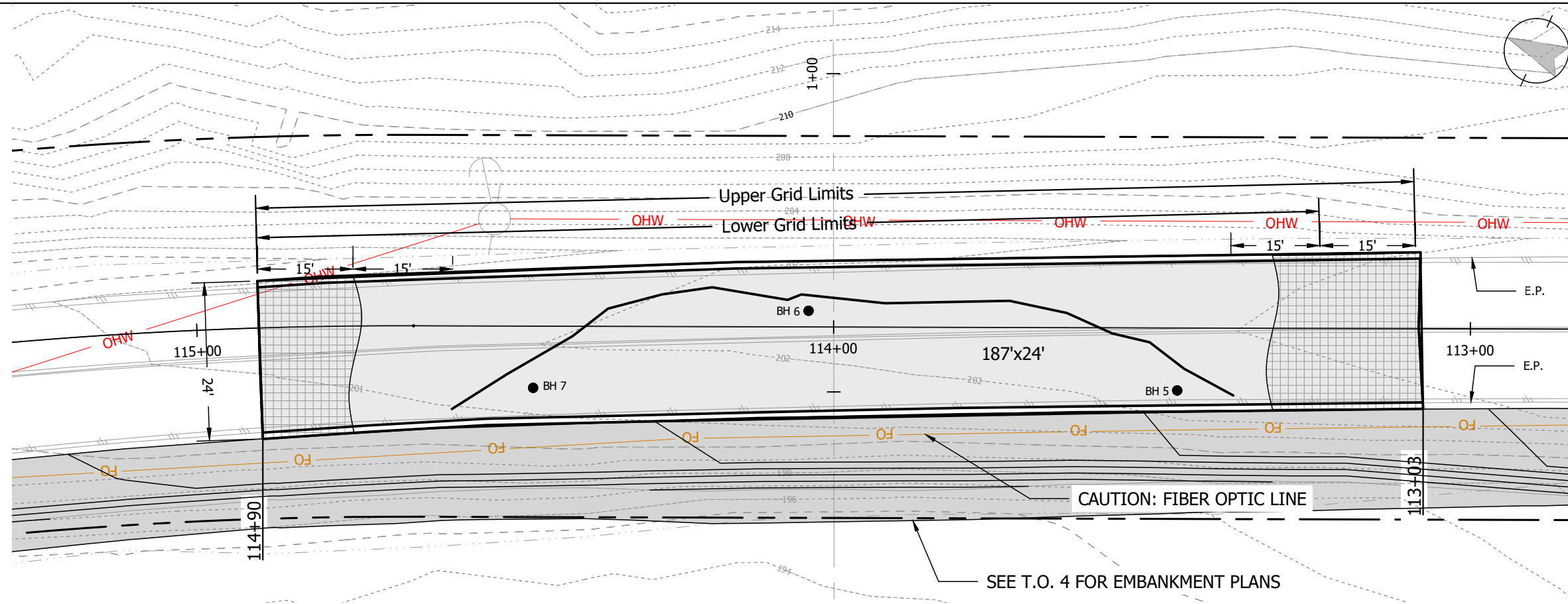
Drawn by: G. Haffner

Sheet Version: 1

Date: 12/10/2025

VERIFY 1" BASED
ON 17X11 PRINTS

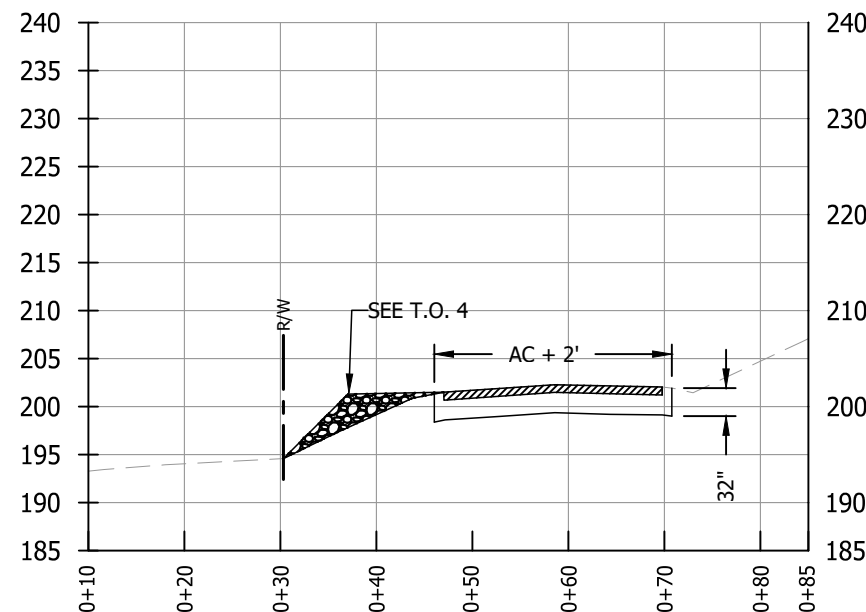
FDR 3



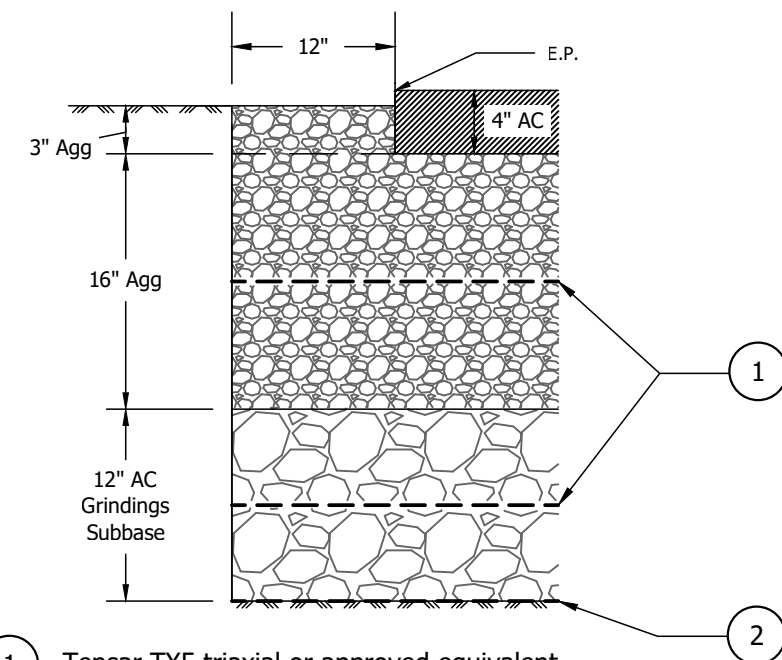
Construction Notes:

- 1 Remove $\pm 10''$ of existing pavement by cold plane, Grindings to be utilized as Subbase in lower 12 inches of FDR. Stockpile on site as required.
- 2 Excavate 32" depth below existing pavement. Salvage 6" of existing base.
- 3 Place Woven Geotextile Fabric at bottom of excavation. See note ②.
- 4 Place 6" lift of Grindings, compact.
- 5 Place Tensar TX5 Geogrid or approved equal, per note above. Minimum 1.5' panel overlap, see note ①.
- 6 Place 6" lift of grindings, compact.
- 7 Place 8" lift of salvaged base and Agg. base, compact.
- 8 Place Tensar TX5 Geogrid, Minimum 1.5' panel overlap, see note ①.
- 9 Place 8" lift of Agg. base, compact
- 10 Place 4" of Level III AC, max 2" lift.

1 Sta. 114+00
FDR 3 1"=20'

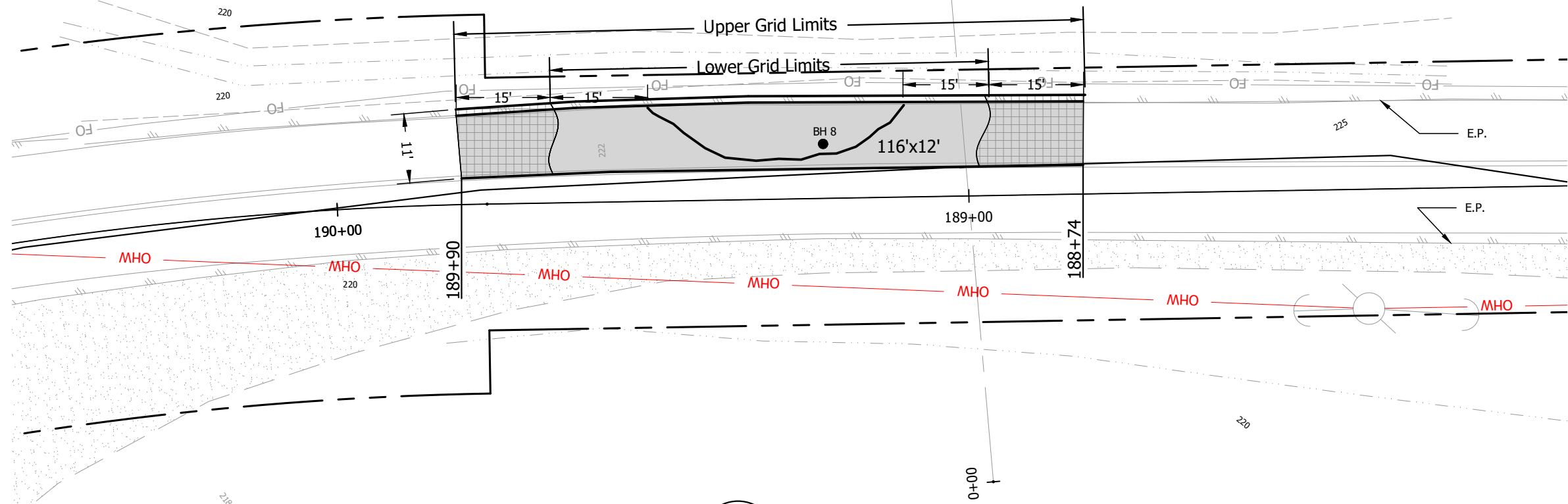


2 Cross Section
FDR 3 Horizontal: 1"=20'
Vertical: 1"=20'



- 1 Tensar TX5 triaxial or approved equivalent.
- 2 Woven Geotextile Subgrade Fabric.

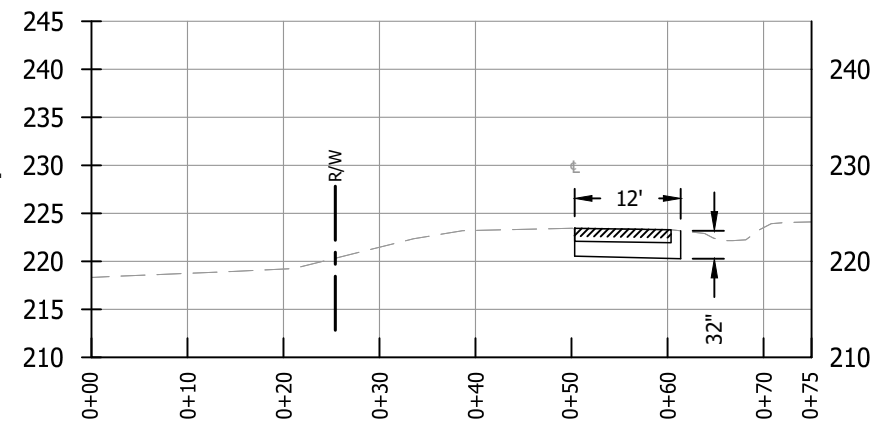
3 Typ Section Detail
FDR 3 *Not to scale



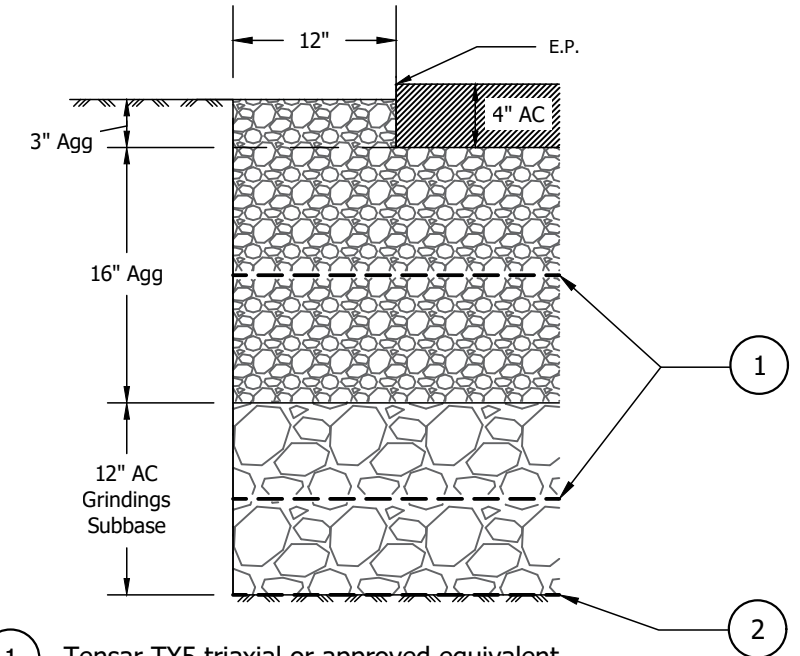
Construction Notes:

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- 8 Place Tensar TX5 Geogrid, Minimum 1.5' panel overlap, see note ①.
- 9 Place 8" lift of Agg. base, compact
- 10 Place 4" of Level III AC, max 2" lift.

1
FDR 4
Sta. 190+00
1"=20'



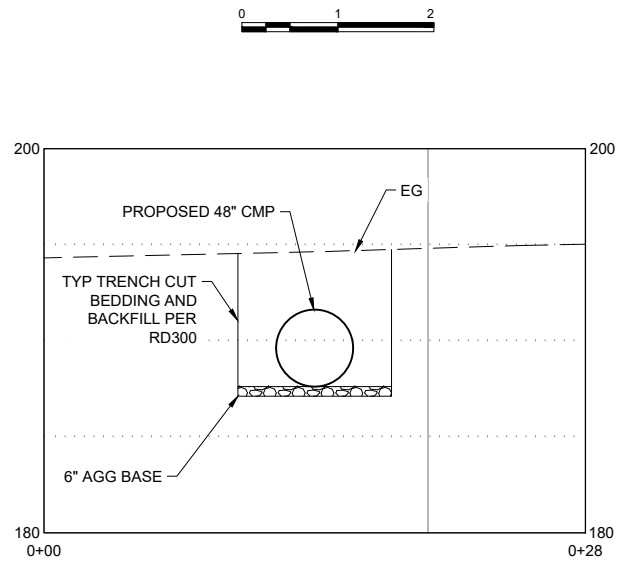
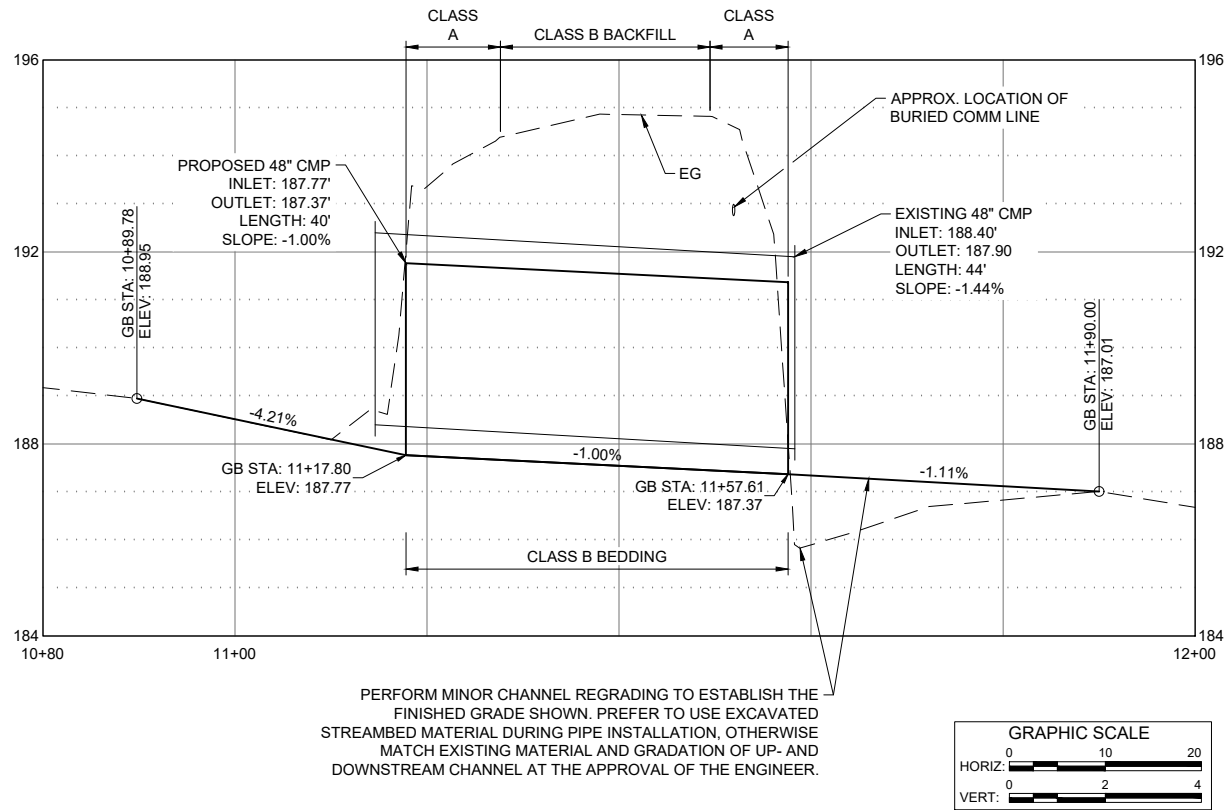
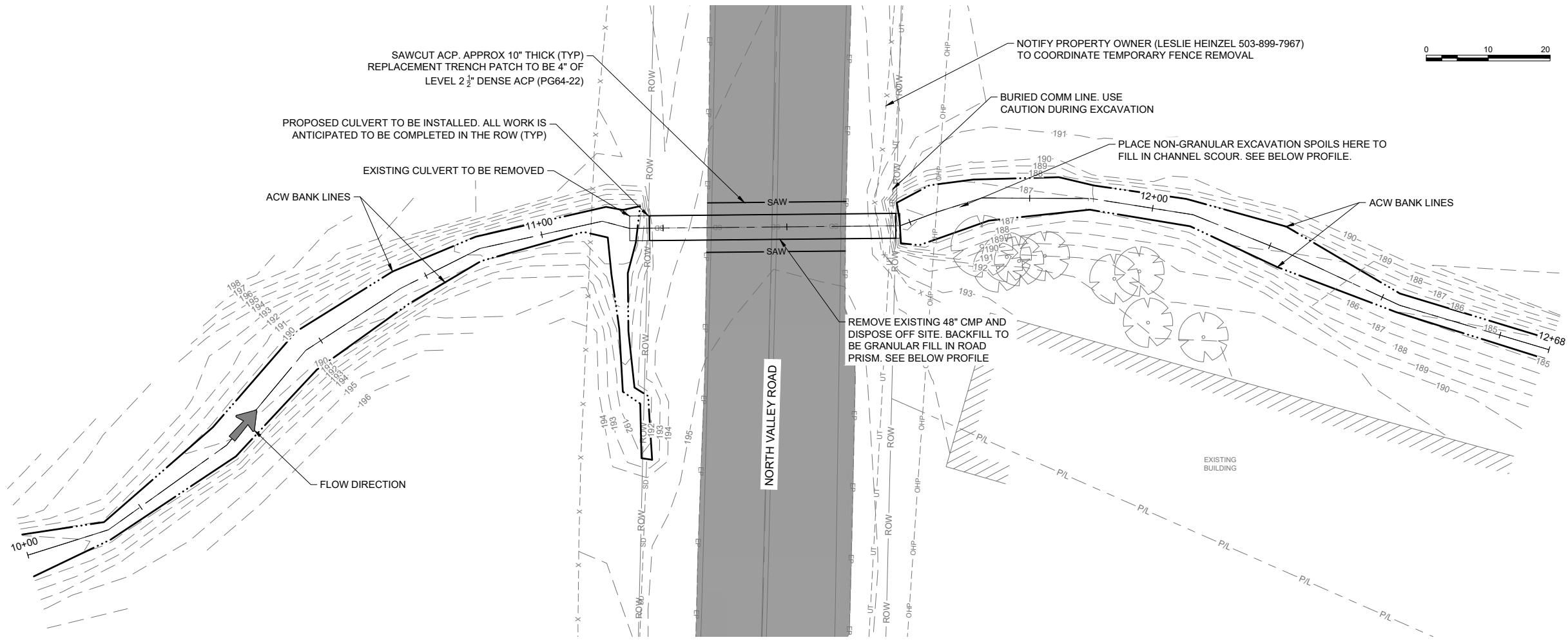
2
FDR 4
Cross Section
Horizontal: 1"=20'
Vertical: 1"=20'



- 1 Tensar TX5 triaxial or approved equivalent.
- 2 Woven Geotextile Subgrade Fabric.

3
FDR 4
Typ Section Detail
*Not to scale

D:\2503_NORTH VALLEY RD CULVERTIC_DESN\CAD3_DESIGND_PLANS\11NVR SITE PLAN.DWG
LAST SAVED: 1/14/2026 8:09 PM
PRINTED: 1/14/2026 8:10 PM



GENERAL SHEET NOTES

- EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION. CONTRACTOR TO VERIFY EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR MORE INFORMATION.
- FURNISH MATERIALS WHERE "INSTALL", "PLACE" OR "CONSTRUCT" IS REQUIRED UNLESS NOTED OTHERWISE.
- AREAS DISTURBED BY CONSTRUCTION WHERE SURFACE REPAIR IS NOT INDICATED SHALL BE RESTORED TO CONDITIONS FOUND PRIOR TO CONSTRUCTION. THIS COST SHALL BE INCIDENTAL TO THE CONTRACT.
- INSTALL PROPOSED 48" PIPE IN THE EXISTING CULVERT'S TRENCH AT THE SAME HORIZONTAL ALIGNMENT. TRIM LENGTH TO STAY IN THE ROW.
- PROPOSED CULVERT TO BE PROVIDED BY YAMHILL COUNTY (48" CMP - 44' LONG)
- TRENCH CUT AND PIPE BACKFILL AND BEDDING MATERIAL PER ODOT STANDARD DRAWING RD300

611 Hobson Street
Styton, Oregon 97383
(541) 643-1350

REGISTERED PROFESSIONAL ENGINEER
OREGON
CODY GLENN STONE
EXPIRES: 06-30-2026

YAMHILL COUNTY
OREGON

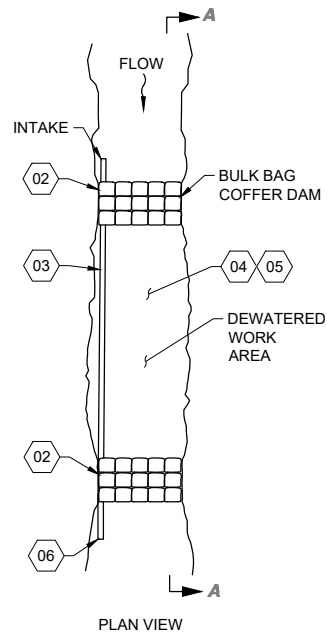
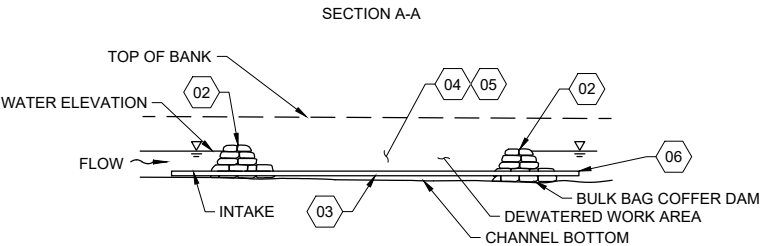
NORTH VALLEY ROAD CULVERT
REPLACEMENT

PROPOSED IMPROVEMENTS

DRAWN: CGS CHECK: YC
VERIFY SCALE: Scales based on 22"x34" prints.
1-1/2 Inches

PROJECT NO. 2503
SHEET NO. P-1

TEMPORARY WATER BYPASS NOT REQUIRED IF TRIBUTARY TO CHEHALEM CREEK IS NOT FLOWING



CONSTRUCTION NOTES:

1. PRESERVE AND PROTECT EXISTING VEGETATION TO FULLEST EXTENT POSSIBLE.
2. INSTALL BULK BAG COFFER DAMS PER DETAIL THIS SHEET.
3. INSTALL TEMPORARY BYPASS PIPE TO DIVERT FLOW PAST ISOLATED WORK AREA. DISCHARGE BYPASS WATER TO CHANNEL DOWNSTREAM OF ISOLATED WORK AREA. PROVIDE SAFE DOWNSTREAM PASSAGE AROUND OR THROUGH ISOLATED WORK AREA FOR ADULT AND JUVENILE MIGRATORY FISH. 12" DIAMETER PIPE MINIMUM.
4. CONDUCT FISH SALVAGE IN ALL ISOLATED AREAS. SEE FISH SALVAGE NOTES THIS SHEET.
5. DE-WATER WORK AREA BETWEEN COFFER DAMS USING TRASH PUMP. WATER TO BE PUMPED A MINIMUM OF 100' FROM WORK AREA TO AN ADJACENT FLOODPLAIN.
6. PIPELINE EXIT CONDITIONS: VELOCITY <25 FT/S, RECEIVING POOL OF SUFFICIENT DEPTH TO PREVENT IMPACT OR INJURY WITH SAFE LANDING ZONE, ADEQUATE EGRESS FOR DOWNSTREAM MIGRANTS.

WORK AREA ISOLATION:

CONTRACTOR SHALL SUBMIT A DEWATERING AND WORK AREA ISOLATION (STREAM BYPASS) PLAN THAT LIMITS DEWATERED STREAM LENGTH. COORDINATE WITH PROJECT ENGINEER FOR APPROVAL PRIOR TO BEGINNING CONSTRUCTION. IT IS ANTICIPATED THAT THE WORK AREA WILL BE DRY DURING CONSTRUCTION.

THE PREFERRED WORK AREA ISOLATION TECHNIQUE SHALL INCORPORATE GRAVITY DEWATERING TECHNIQUES AS MUCH AS POSSIBLE. PREFERABLY A FORM OF COFFER DAM AND BY-PASS PIPE. DISSIPATE FLOW ENERGY AT OUTLET TO PROVIDE SAFE DOWNSTREAM REENTRY FOR FISH, PREFERABLY INTO POOL HABITAT WITH COVER. STATIONARY POWER EQUIPMENT, SUCH AS GENERATORS, WITHIN 150-FEET OF THE WATER SHALL BE DIAPERED TO PREVENT LEAKS.

ALL POWER EQUIPMENT WITHIN 150-FEET OF THE WATER SHALL BE INSPECTED DAILY FOR FLUID LEAKS AND REPAIRED, PRIOR TO USE WITHIN 150-FEET, IF A LEAK IS DETECTED. THE CONTRACTOR MUST KEEP DAILY INSPECTION REPORTS IN A DIARY. PUMPS USED FOR DEWATERING SHALL HAVE INTAKE SCREENS THAT MEET THE MOST CURRENT VERSION OF NMFS' AND ODFW'S FISH SCREEN CRITERIA OR BE OPERATED IN AN AREA WHERE FISH ARE NOT ABLE TO ENTER.

AT COMPLETION OF PROJECT, RE-WATER THE CONSTRUCTION SITE SLOWLY TO PREVENT LOSS OF SURFACE FLOW AND TO PREVENT RELEASE OF SUSPENDED SEDIMENT.

GENERAL FISH SALVAGE NOTES:

THE CONTRACTOR SHALL COORDINATE WITH THE PROJECT SPONSOR IN CONJUNCTION WITH THE ODFW TO REMOVE EXISTING FISH AT THE PROJECT SITE PRIOR TO ISOLATING THE AREA.

REMOVE FISH FROM THE ISOLATED IN-WATER WORK SITE. A QUALIFIED BIOLOGIST WILL DETERMINE THE METHODS FOR FISH REMOVAL WITHIN THE ISOLATED IN-WATER WORK SITE.

BULK BAG NOTES:

BULK BAGS ARE ALSO CALLED FLEXIBLE INTERMEDIATE BULK CONTAINERS THAT CAN BE CUSTOM MADE FROM VARIOUS FABRIC. THE FOLLOWING REQUIREMENTS ARE NECESSARY FOR THE RIVER ENVIRONMENT:

LARGE BULK BAGS SHALL BE CONSTRUCTED OF 8 oz WOVEN FABRIC, 1200 HOUR UV RESISTANT WITH SEWN LIFTING LOOPS. WHEN FILLED WITH NATIVE RIVER SAND AND GRAVEL, THE BAGS ARE APPROXIMATELY 6' WIDE x 6' LONG x 4' HIGH.

SMALL BULK BAGS SHALL BE CONSTRUCTED OF 8 oz WOVEN FABRIC, 1200 HOUR UV RESISTANT WITH SEWN LIFTING LOOPS. WHEN FILLED WITH NATIVE RIVER SAND AND GRAVEL, THE BAGS ARE APPROXIMATELY 3' WIDE x 3' LONG x 2.5' HIGH.

BULK BAGS SHALL BE CAREFULLY PLACED TO ENSURE NO TEARING OR CUTTING OF THE BAGS OCCURS.

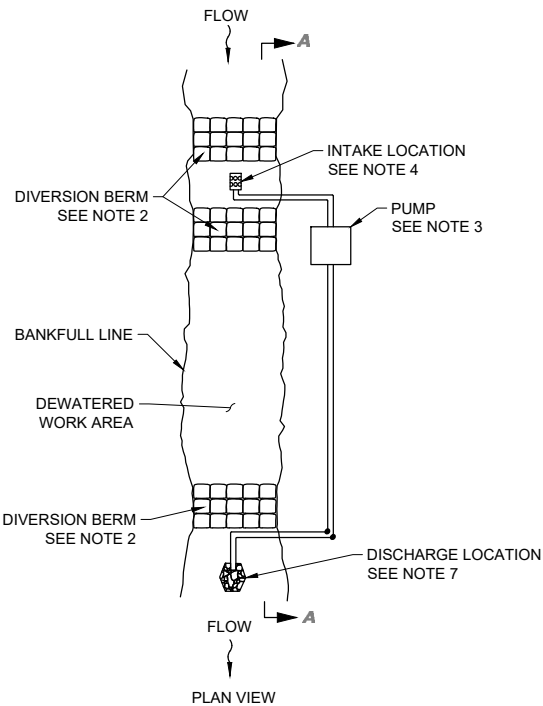
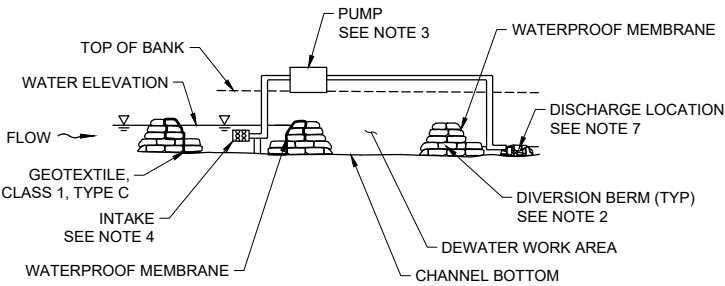
BULK BAGS SHALL BE PLACED USING A HYDRAULIC CRANE OR TRACKHOE USING LIFTING BARS AND STEEL CABLES TO EQUALIZE LOAD ON LIFTING LOOPS.

GENERAL NOTES:

1. THE HEIGHT OF A SEDIMENT FENCE SHALL NOT EXCEED 36 INCHES. STORAGE HEIGHT AND PONDING HEIGHT SHALL NEVER EXCEED 18 INCHES.
2. THE FENCE LINE SHALL FOLLOW THE CONTOUR AS CLOSELY AS POSSIBLE.
3. IF POSSIBLE, THE FILTER FABRIC SHALL BE CUT FROM A CONTINUOUS ROLL TO AVOID THE USE OF JOINTS. WHEN JOINTS ARE NECESSARY, FILTER CLOTH SHALL BE SPLICED ONLY AT A SUPPORT POST, WITH A MINIMUM 6 INCH OVERLAP AND BOTH ENDS SECURELY FASTENED TO THE POST.
4. POSTS SHALL BE SPACED A MAXIMUM OF 10 FEET APART AND DRIVEN SECURELY INTO THE GROUND (MINIMUM OF 12 INCHES. WHEN EXTRA-STRENGTH FABRIC IS USED WITHOUT THE WIRE SUPPORT FENCE, POST SPACING SHALL NOT EXCEED 6 FEET.
5. TURN THE ENDS OF THE FENCE UPHILL.
6. A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4 INCHES WIDE AND 6 INCHES DEEP ALONG THE LINE OF POSTS AND UPSLOPE FROM THE BARRIER.
7. WHEN STANDARD-STRENGTH FILTER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH LONG, TIE WIRES OR HOG RINGS.
8. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES AND SHALL NOT EXTEND MORE THAN 36 INCHES ABOVE THE ORIGINAL GROUND SURFACE.
9. THE STANDARD-STRENGTH FILTER FABRIC SHALL BE STAPLED OR WIRED TO THE FENCE, AND 6 INCHES OF THE FABRIC SHALL EXTEND INTO THE TRENCH.
10. THE FABRIC SHALL NOT EXTEND MORE THAN 36 INCHES ABOVE THE ORIGINAL GROUND SURFACE.
11. FILTER FABRIC SHALL NOT BE STAPLED TO EXISTING TREES.
12. WHEN EXTRA-STRENGTH FILTER FABRIC AND CLOSER POST SPACING ARE USED, THE WIRE MESH SUPPORT FENCE MAY BE ELIMINATED. IN SUCH A CASE, THE FILTER FABRIC IS STAPLED OR WIRED DIRECTLY TO THE POSTS.
13. THE TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED OVER THE TOE OF THE FILTER FABRIC.
14. SEDIMENT FENCES PLACED AT THE TOE OF A SLOPE SHALL BE SET AT LEAST 6 FEET FROM THE TOE IN ORDER TO INCREASE PONDING VOLUME.
15. SEDIMENT FENCES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFUL PURPOSE, BUT NOT BEFORE THE UPSLOPE AREA HAS BEEN PERMANENTLY STABILIZED AND ANY SEDIMENT STORED BEHIND THE SEDIMENT FENCE HAS BEEN REMOVED.
16. SEDIMENT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.
17. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY. 9" MAXIMUM RECOMMENDED STORAGE HEIGHT.
18. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.

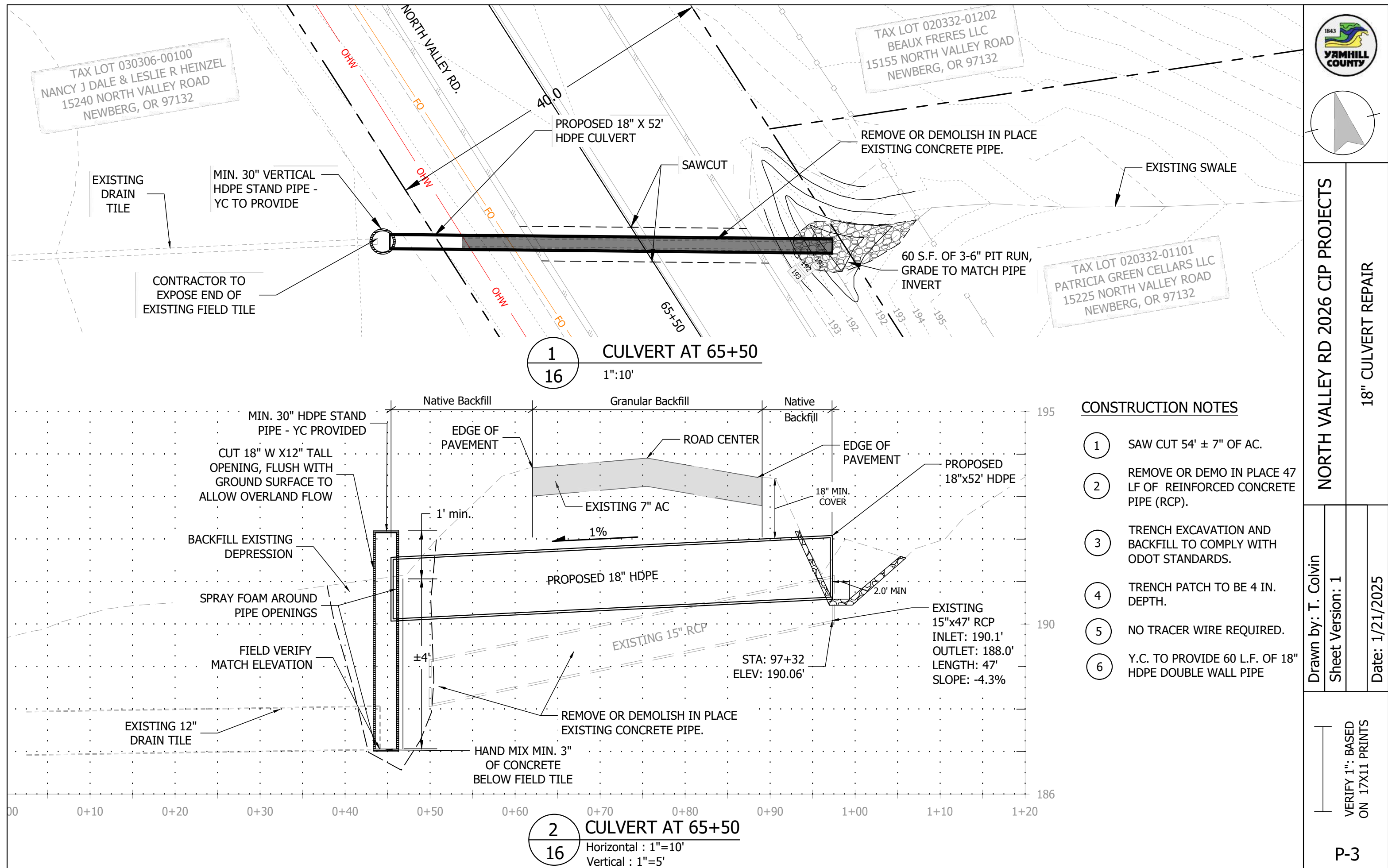
INSPECTION AND MAINTENANCE:

1. SEDIMENT FENCES AND FILTER BARRIERS SHALL BE INSPECTED WEEKLY AFTER EACH SIGNIFICANT STORM (0.25 INCH IN 24 HOUR).
2. ANY REQUIRED REPAIRS REQUIRED SHALL BE MADE IMMEDIATELY.
3. SEDIMENT SHOULD BE REMOVED WHEN IT REACHES 1/3 HEIGHT OF THE FENCE OR 9 INCHES MAXIMUM.
4. THE REMOVED SEDIMENT SHALL CONFORM WITH THE EXISTING GRADE AND BE VEGETATED OR OTHERWISE STABILIZED SHALL BE MADE IMMEDIATELY.

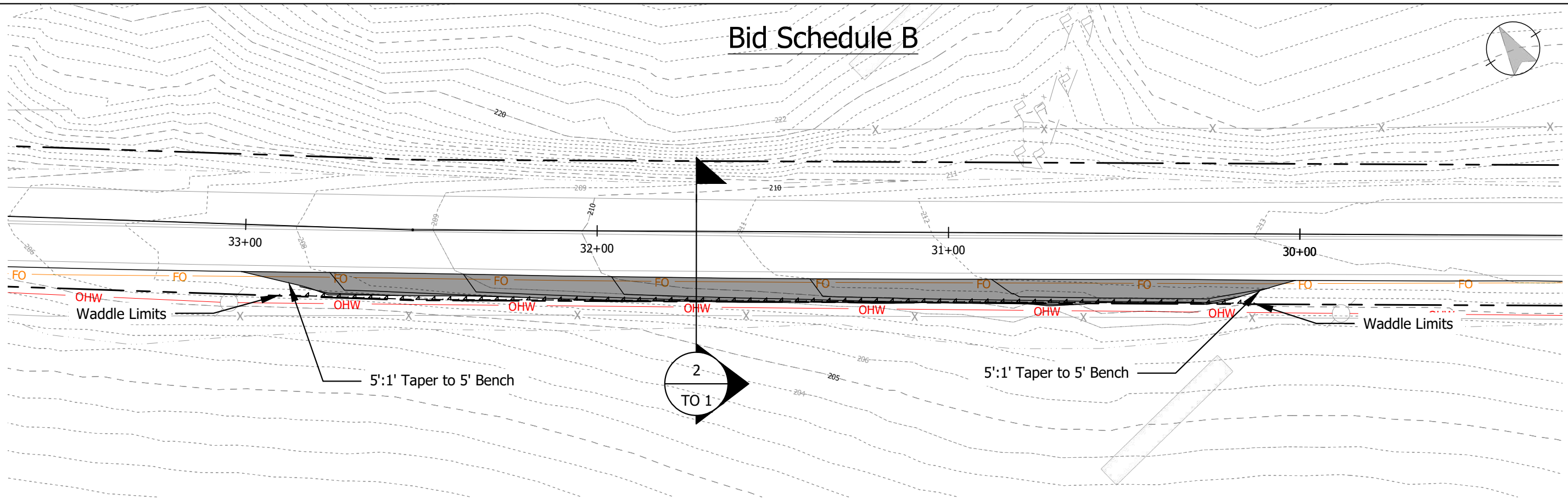


NOTES:

1. CONSTRUCT DIVERSION BERM.
2. ENSURE MINIMUM HEIGHT OF SANDBAG DIVERSION BERM IS 12" ABOVE IMPOUNDED WATER SURFACE ELEVATION.
3. HAVE SPARE PUMPS ON SITE AT ALL TIMES IN THE EVENT OF PUMP FAILURE OR HIGHER THAN ANTICIPATED FLOW RATES. PUMPS TO HAVE DOUBLE CONTAINMENT TO PREVENT SPILLS.
4. SUSPEND THE INLET ABOVE THE CHANNEL BOTTOM TO PREVENT SUCKING SEDIMENT INTO THE HOSE. PLACE A MESH SCREEN OVER THE INLET TO PREVENT INJURY TO AQUATIC ORGANISMS PER THE NMFS ANADROMOUS SALMONID DESIGN CRITERIA, PROVIDED BELOW:
 - 4.1. CIRCULAR SCREEN FACE OPENING SHOULD NOT EXCEED $\frac{3}{8}$ " IN DIAMETER
 - 4.2. SLOTTED SCREEN FACE OPENINGS SHOULD NOT EXCEED 0.069" (1.75MM) IN THE NARROW DIRECTION
 - 4.3. SQUARE SCREEN FACE OPENINGS SHOULD NOT EXCEED $\frac{3}{8}$ " AS MEASURED ON A DIAGONAL
5. COORDINATE FISH REMOVAL BEFORE WORK AREA ISOLATION AND ANY TIME ISOLATION WORK AREA IS RE-ESTABLISHED IF BREACHED.
6. USE A SUMP PUMP WITH A FISH SCREEN TO DEWATER THE WORK AREA. PROVIDE ADEQUATE SEDIMENT CONTROL MEASURES TO ENSURE SEDIMENT LADEN WATER DOES NOT LEAVE THE SITE.
7. USE A SEDIMENT CONTROL BAG ON THE DISCHARGE SIDE OF THE PUMP HOSE TO MINIMIZE DOWNSTREAM TURBIDITY. DO NOT DISCHARGE PUMPED WATER DIRECTLY INTO THE STREAM. STABILIZE THE DISCHARGE POINT WITH NATIVE CHANNEL MATERIAL TO DISPERSE ENERGY AND PREVENT EROSION.
8. ONCE BYPASS PUMPING IS NO LONGER REQUIRED, REMOVE DEWATERING SYSTEM AND RESTORE THE IMPACTED AREA TO PRE-DIVERSION CONDITIONS WITHIN 5 DAYS.
9. IF GRADES ALLOW, A GRAVITY DRAIN SYSTEM MAY BE APPROVED BY THE ENGINEER.



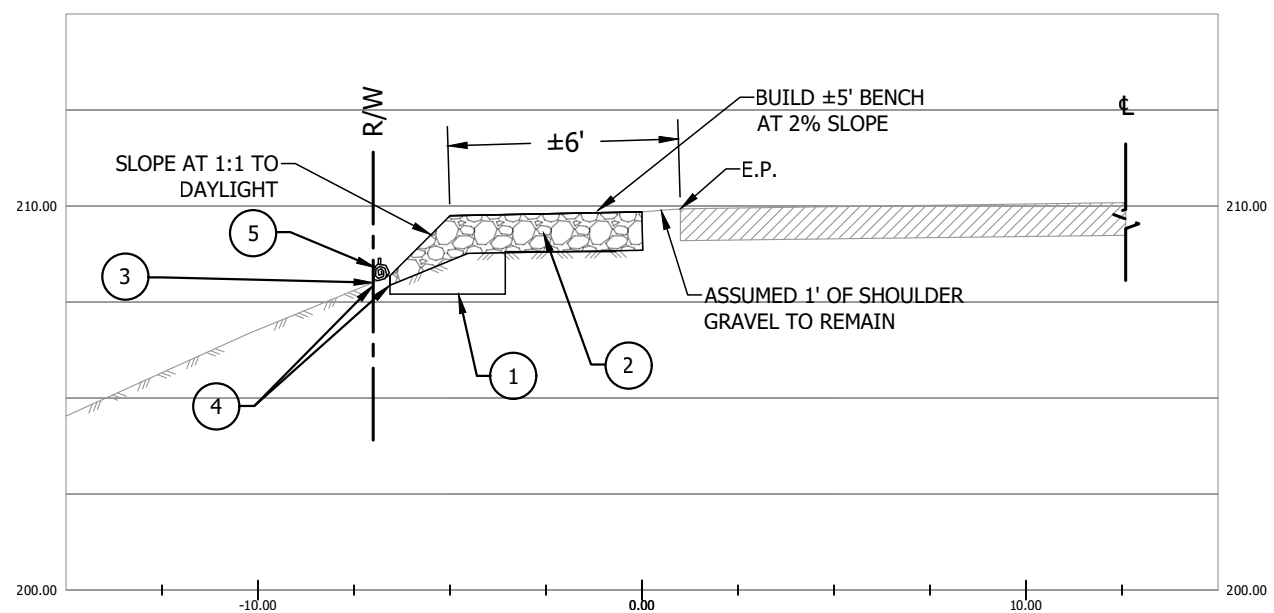
Bid Schedule B



Construction Notes:

1 TO 1 Sta. 32+00 1"=30'

- 1 Clear and Grub turn out limits. Prepare grubbed area with benches to construct embankment per ODOT Standard Drawing DET2100 Place 100% Grindings in T.O. 1
- 2 Compacted Grindings to pass load dump truck proof roll.
- 3 County to Stake ROW limits with 50' Lath. Plans are designed to be field fit. No density testing required.
- 4 Maintain Min. 1' inside ROW staking.
- 5 Install Waddle at approx. limits shown (275')



2 TO 1 Section View Horizontal: 1"=5'

Material Table			
Station	Area	Volume	Cumulative Volume
30+00.00	0.00	0.00	0.00
30+26.00	6.60	3.18	3.18
31+00.00	5.32	16.34	19.52
32+00.00	3.72	16.75	36.27
32+75.00	3.54	10.09	46.35
33+00.00	0.00	1.64	47.99

BID WORK NOT AWARDED

NORTH VALLEY RD 2026 CIP PROJECTS

Drawn by: G. Haffner
Sheet Version: 1

VERIFY 1" BASED
ON 17X11 PRINTS

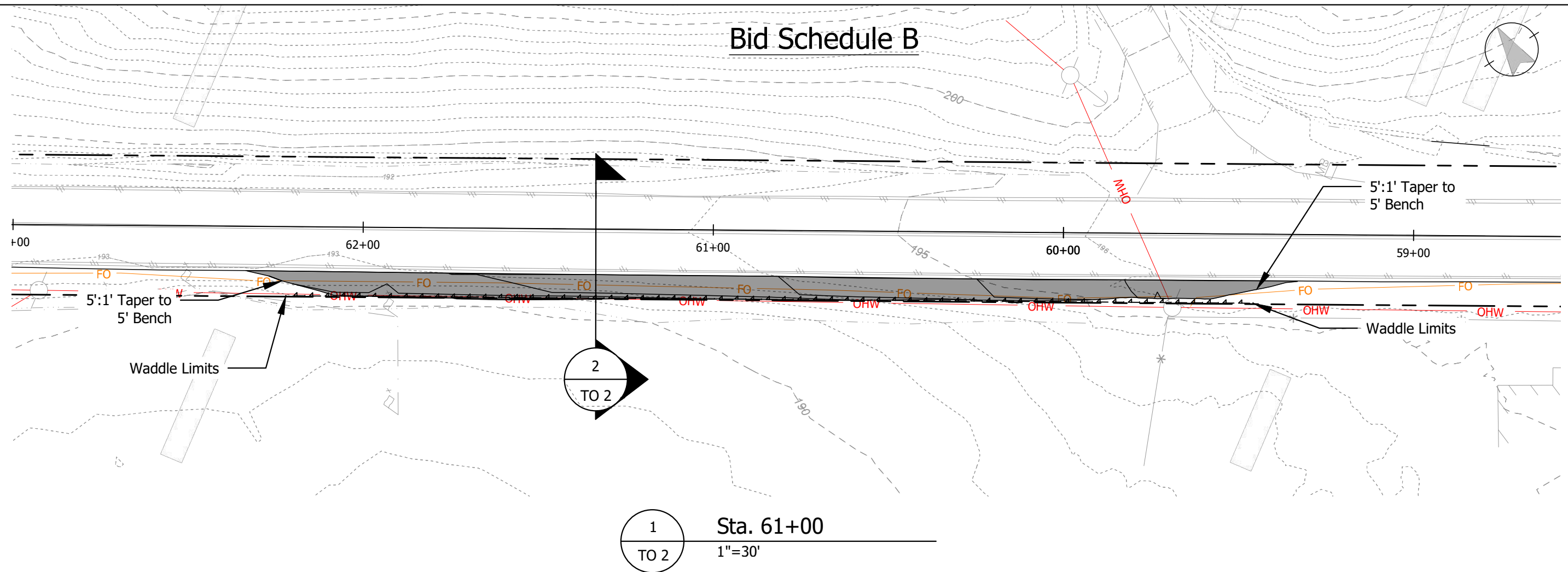
TURNOUT #1 GRADING PLAN

Date: 1/21/2026

TO 1

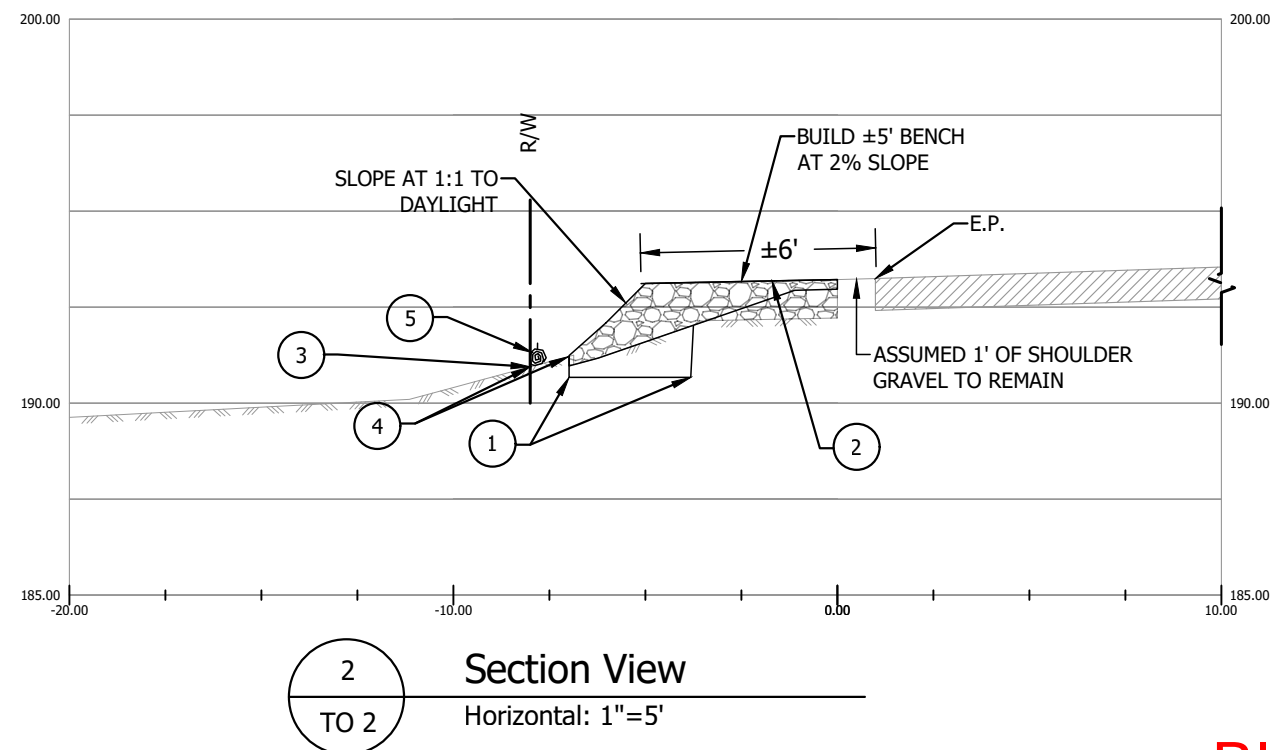


Bid Schedule B



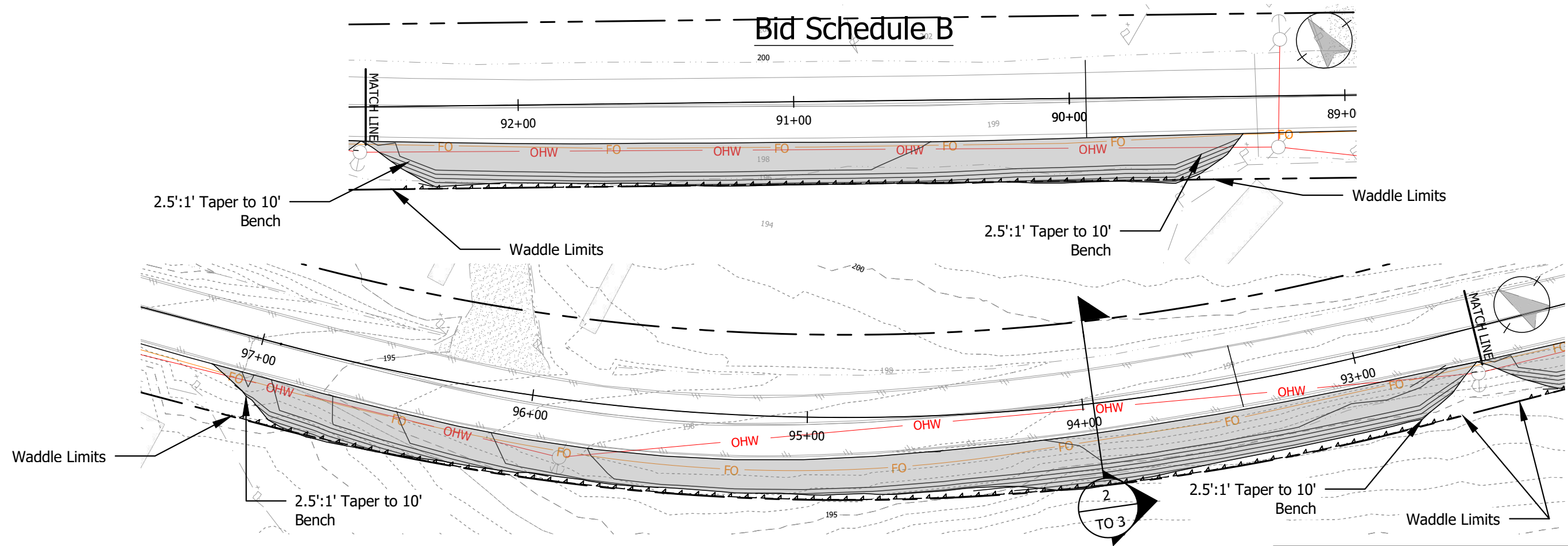
Construction Notes:

- 1 Clear and Grub turn out limits. Prepare grubbed area with benches to construct embankment per ODOT Standard Drawing DET2100 Place 100% Grindings in T.O. 1
- 2 Place 12" of Grindings, compact, proof roll with loaded dump truck.
- 3 County to Stake ROW limits with 50' Lath. Plans are designed to be field fit. No density testing required.
- 4 Maintain Min. 1' inside ROW staking.
- 5 Install Waddle at approx. limits shown (275')



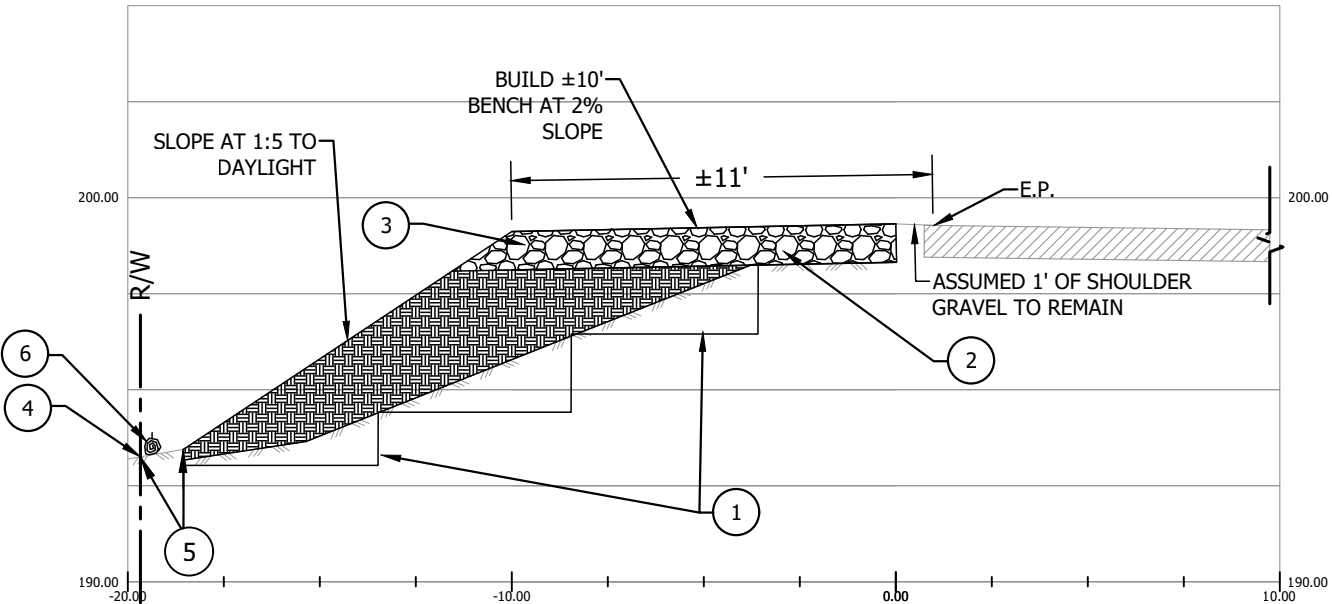
Material Table			
Station	Area	Volume	Cumulative Volume
59+49.99	0.03	0.00	0.00
59+75.88	1.24	0.61	0.61
60+50.00	3.02	5.85	6.46
61+00.00	4.78	7.22	13.68
61+50.00	5.61	9.62	23.30
62+25.08	4.76	14.42	37.72
62+50.00	0.00	2.20	39.92

BID WORK NOT AWARDED



Construction Notes:

- 1 Clear and Grub turn out limits. Prepare grubbed area with benches to construct embankment per ODOT Standard Drawing DET2100. Place 100% Grindings in T.O. 1
- 2 Place FDR spoils within 12" of finish grade.
- 3 Place Min. of 12" of FDR grindings to pass proof roll with loaded dump truck.
- 4 County to Stake ROW limits. Plans are designed to be field fit. No density testing required.
- 5 Maintain 1' inside ROW staking.
- 6 Install Waddle at approx. limits shown (780')

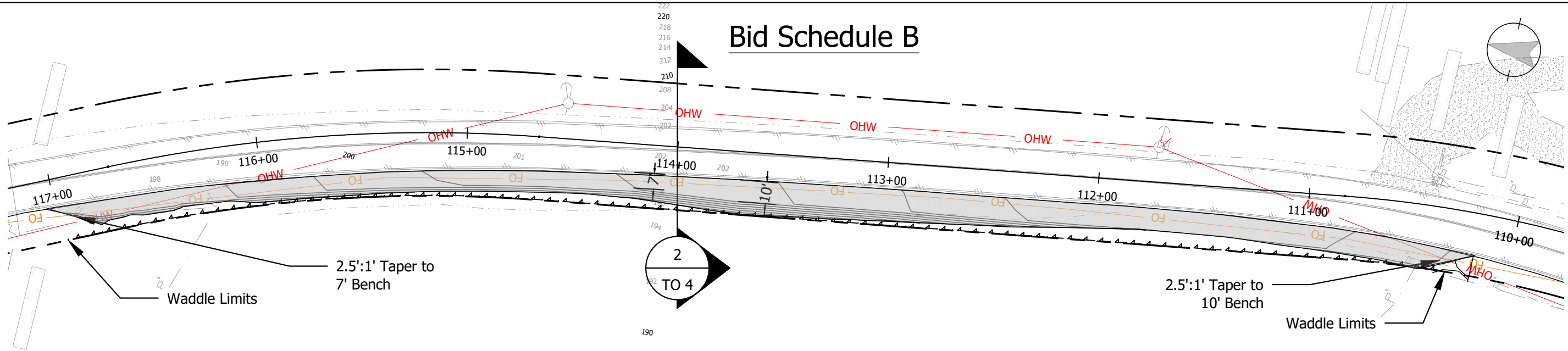


Material Table			
Station	Area	Volume	Cumulative Volume
89+64.07	0.03	0.00	0.00
89+90.00	34.51	16.58	16.58
90+62.99	24.54	79.81	96.39
91+25.50	23.19	55.39	151.79
91+99.59	17.14	55.34	207.12
92+57.00	24.63	44.58	251.71
92+83.16	0.70	12.36	264.07
93+06.97	29.72	13.41	277.49
94+05.32	32.47	113.98	391.47
94+77.16	15.60	64.43	455.90
95+73.64	5.93	38.95	494.85
96+49.22	10.58	23.44	518.29
97+25.00	21.52	45.39	563.68
97+50.08	0.00	10.00	573.68

BID WORK NOT AWARDED

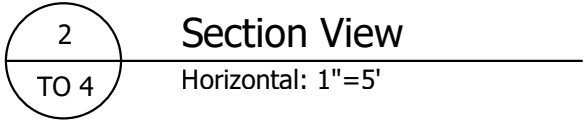
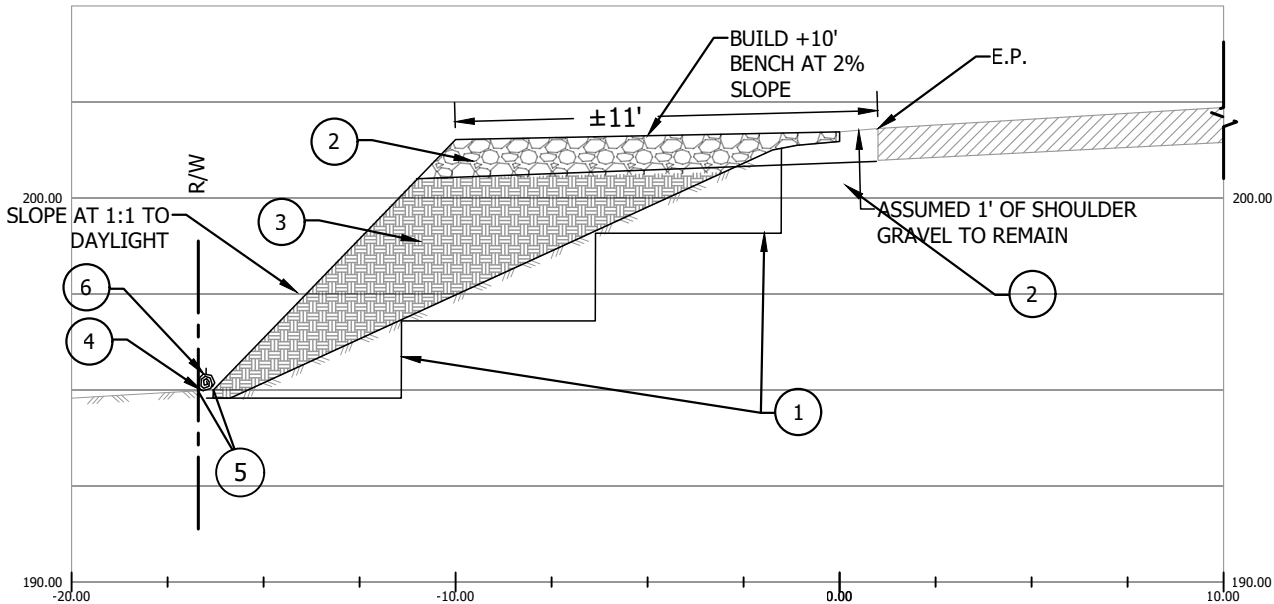
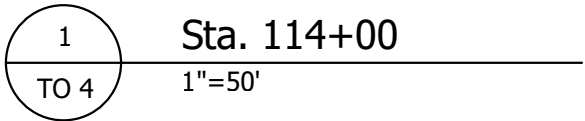


Bid Schedule B



Construction Notes:

- 1 Clear and Grub turn out limits. Prepare grubbed area with benches to construct embankment per ODOT Standard Drawing DET2100.
- 2 Place FDR spoils within 12" of finish grade.
- 3 Place Min. of 12" of FDR grindings to pass proof roll with loaded dump truck.
- 4 County to Stake ROW limits. Plans are designed to be field fit. No density testing required.
- 5 Maintain 1' inside ROW staking.
- 6 Install Waddle at approx. limits shown (655')

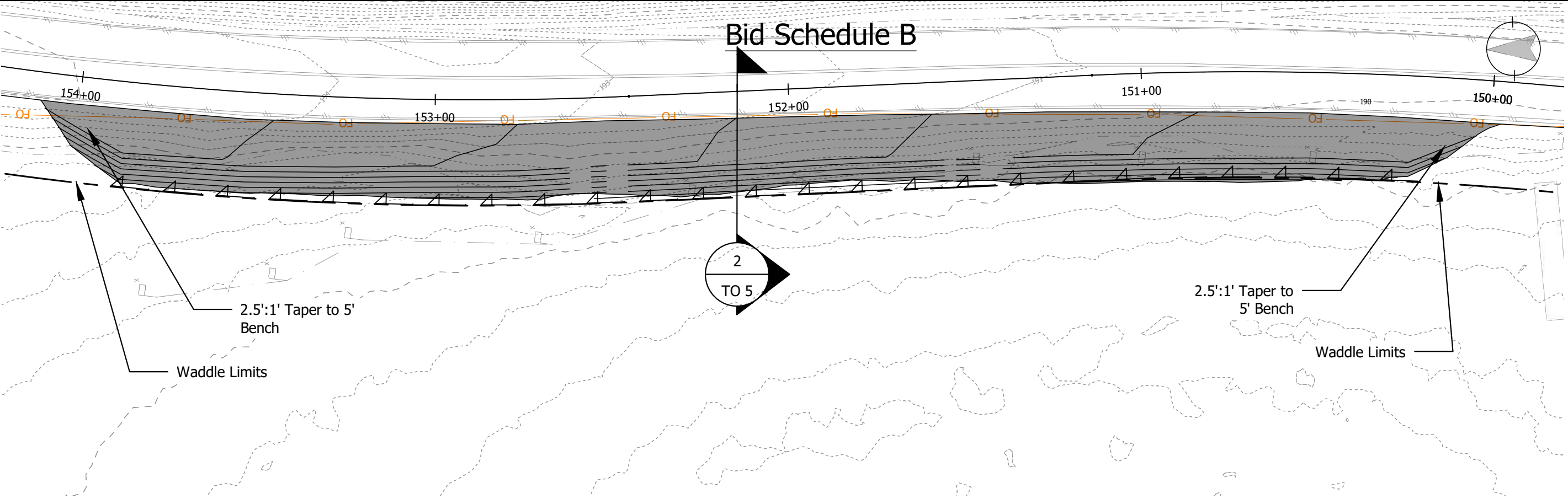


Material Table			
Station	Area	Volume	Cumulative Volume
110+50.00	16.35	0.00	0.00
110+75.00	13.12	13.53	13.53
112+00.00	4.69	40.95	54.48
113+00.00	31.48	66.98	121.47
114+00.00	33.83	120.58	242.05
115+88.08	11.98	158.79	400.83
117+05.00	8.04	43.12	443.96
117+30.24	0.00	3.76	447.71

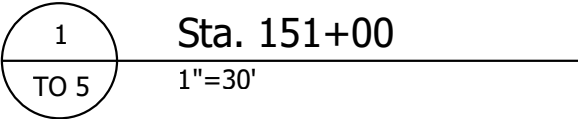
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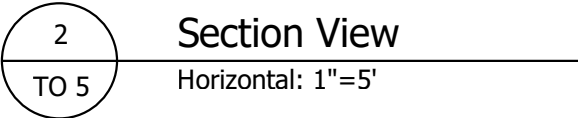
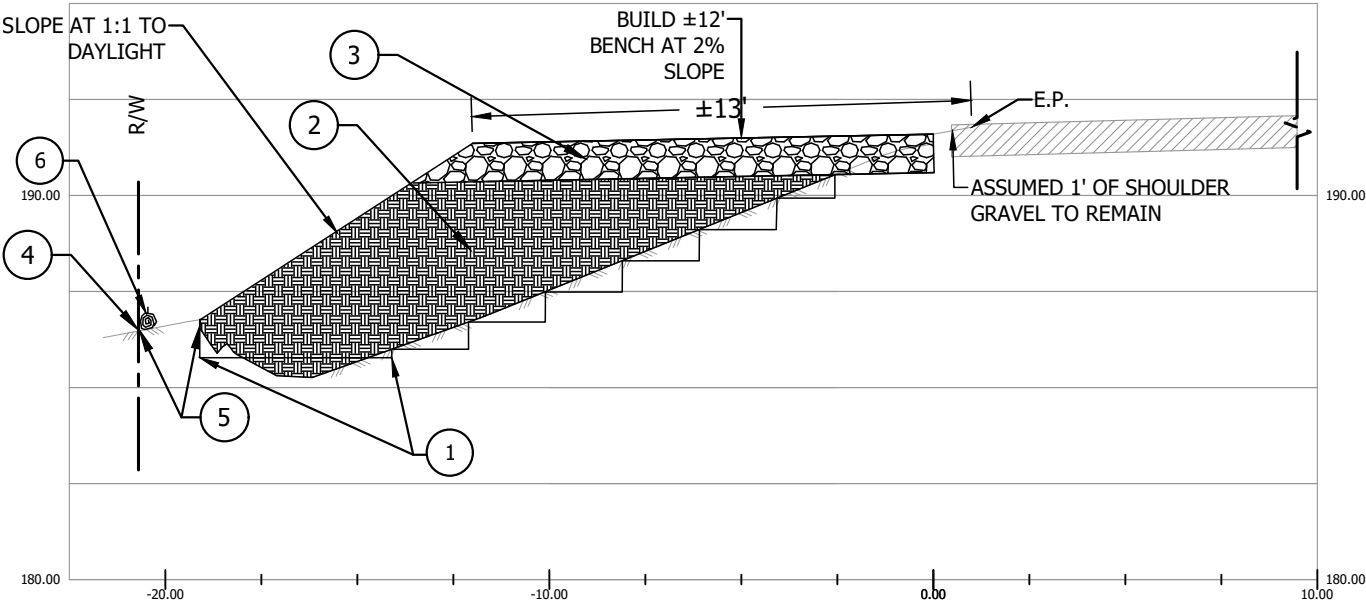
Bid Schedule B



Construction Notes:



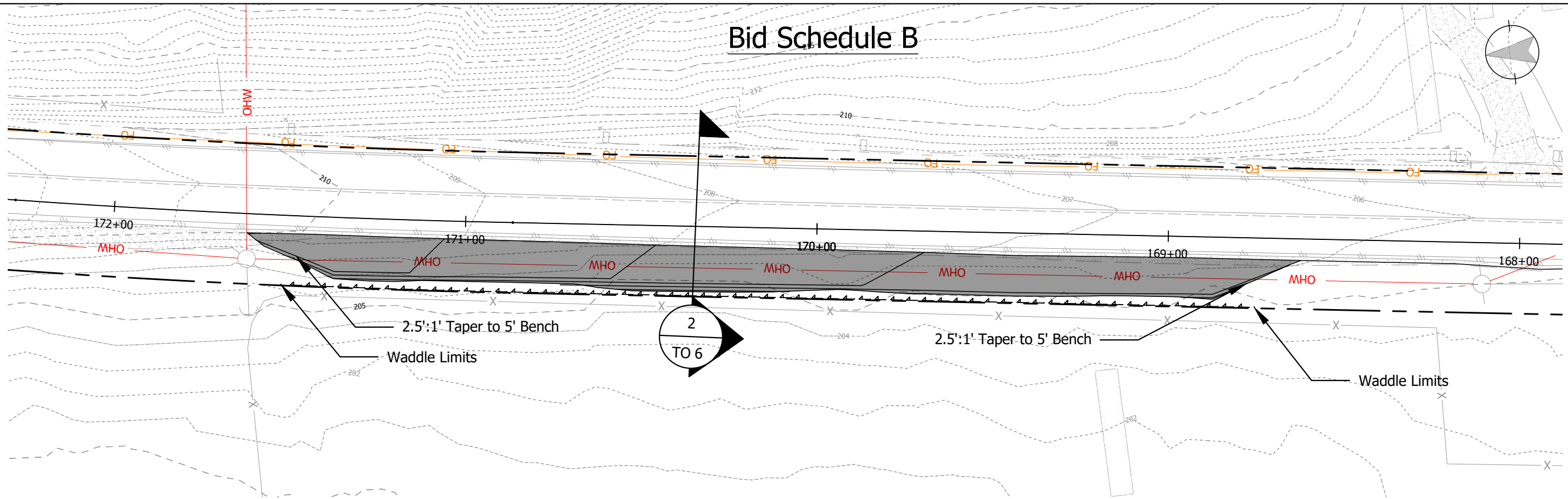
- 1 Clear and Grub turn out limits. Prepare grubbed area with benches to construct embankment per ODOT Standard Drawing DET2100.
- 2 Place FDR spoils within 12" of finish grade.
- 3 Place Min. of 12" of FDR grindings to pass proof roll with loaded dump truck.
- 4 County to Stake ROW limits. Plans are designed to be field fit. No density testing required.
- 5 Maintain 1' inside ROW staking.
- 6 Install Waddle at approx. limits shown (400')



Material Table			
Station	Area	Volume	Cumulative Volume
150+36.25	0.03	0.00	0.00
150+64.75	22.91	12.10	12.10
151+50.16	41.61	101.16	113.27
152+30.90	50.23	136.90	250.17
153+35.53	58.62	211.62	461.79
154+25.00	57.19	193.89	655.68
154+49.64	0.08	26.45	682.13

BID WORK NOT AWARDED

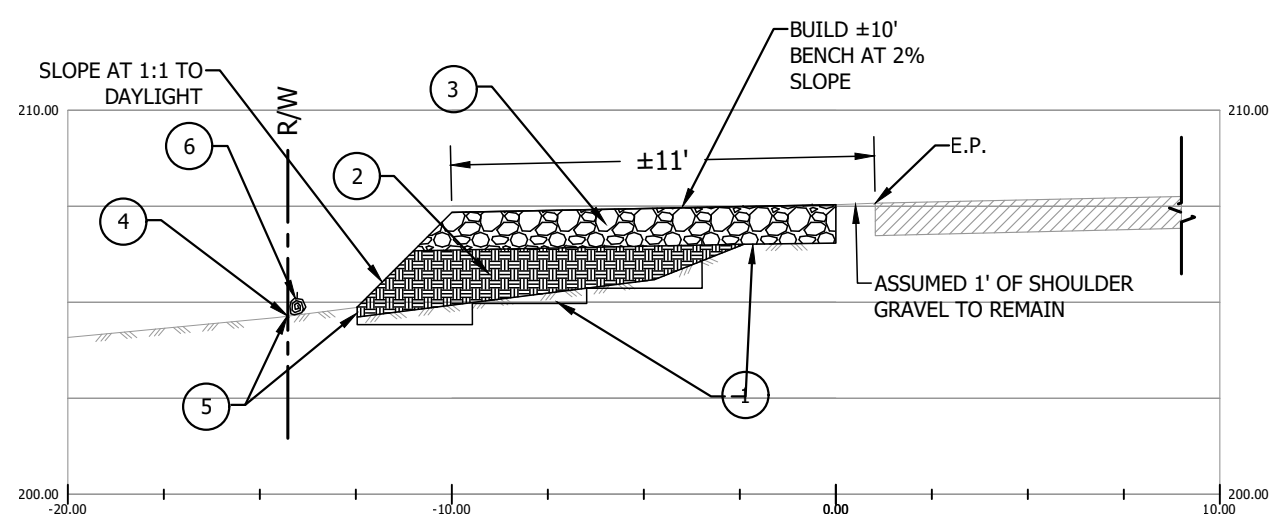
Bid Schedule B



1
TO 6
Sta. 170+00
1"=30'

Construction Notes:

- 1 Clear and Grub turn out limits. Prepare grubbed area with benches to construct embankment per ODOT Standard Drawing DET2100.
- 2 Place FDR spoils within 12" of finish grade.
- 3 Place Min. of 12" of FDR grindings to pass proof roll with loaded dump truck.
- 4 County to Stake ROW limits. Plans are designed to be field fit. No density testing required.
- 5 Maintain 1' inside ROW staking.
- 6 Install Waddle at approx. limits shown (275')



2
TO 6
Section View
Horizontal: 1"=5'

Material Table			
Station	Area	Volume	Cumulative Volume
168+99.92	0.00	0.00	0.00
169+25.53	11.70	5.55	5.55
169+81.64	13.21	25.88	31.43
170+50.32	19.18	41.19	72.61
171+21.76	11.97	41.20	113.82
171+75.00	16.36	27.93	141.75
172+00.68	0.00	7.78	149.53

BID WORK NOT AWARDED

NORTH VALLEY RD 2026 CIP PROJECTS

TURNOUT #6 GRADING PLAN

Drawn by: T. Colvin

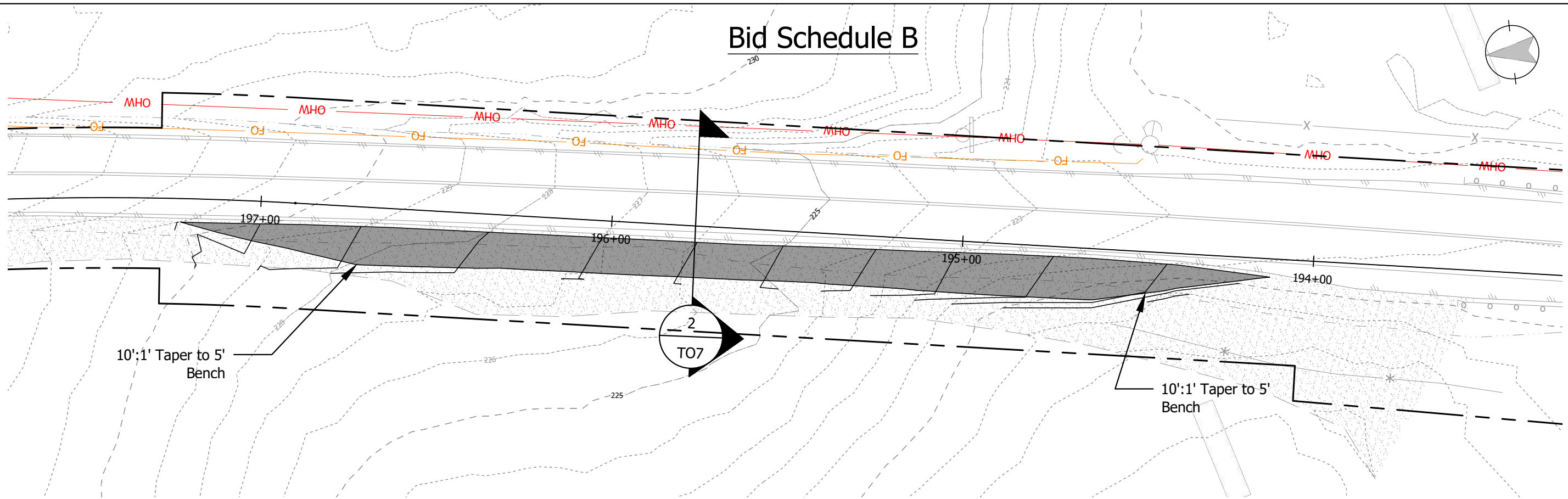
Sheet Version: 1

Date: 1/20/2026

VERIFY 1" BASED
ON 17X11 PRINTS

TO 6

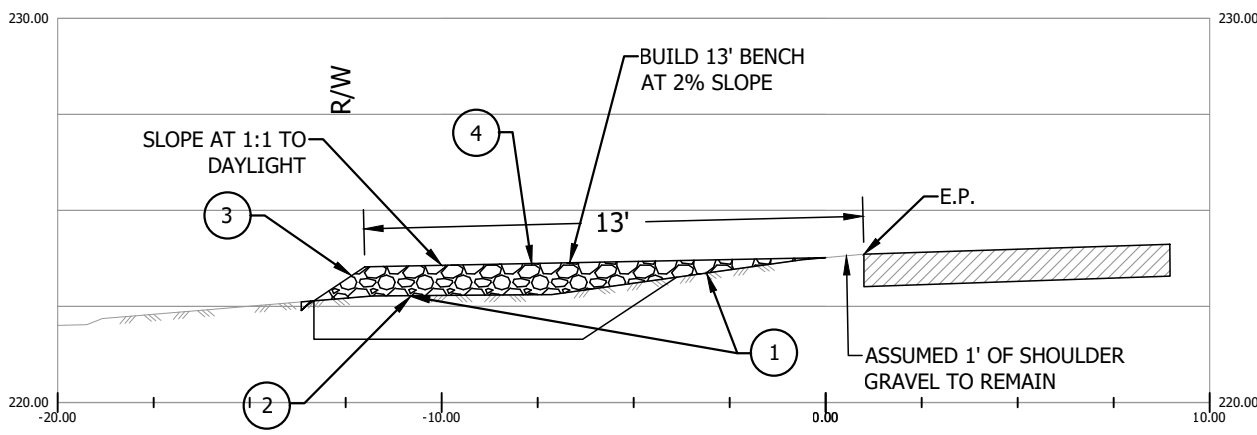
Bid Schedule B



1 Sta. 114+00
TO 7 1"=30'

Construction Notes:

- 1 Clear and Grub turn out limits. Prepare grubbed area with benches to construct embankment per ODOT Standard Drawing DET2100.
- 2 Place FDR spoils within 12" of finish grade.
- 3 Place Min. of 12" of FDR grindings to pass proof roll with loaded dump truck.
- 4 County to Stake ROW limits. Plans are designed to be field fit. No density testing required.
- 5 Maintain 1' inside ROW staking.
- 6 Waddle not necessary for TO7



2 Section View
TO 7 Horizontal: 1"=5'

Material Table			
Station	Area	Volume	Cumulative Volume
194+49.88	0.00	0.00	0.00
195+00.00	15.55	14.18	14.18
195+55.92	7.18	23.41	37.59
196+28.80	0.01	9.70	47.29
196+71.80	1.39	1.11	48.40
197+35.03	8.10	11.08	59.48
197+59.75	4.33	5.69	65.17

BID WORK NOT AWARDED



NORTH VALLEY RD 2026 CIP PROJECTS

TURNOUT #6 GRADING PLAN

Drawn by: T. Colvin

Sheet Version: 1

Date: 1/8/2026

VERIFY 1" BASED
ON 17X11 PRINTS

TO 7

Yamhill County, Oregon



PW26001CON

Invitation to Bid

**2026 North Valley Road
Full Depth Repair & Culvert Replacement Project
Advertise:
January 23rd, 2026**

Pre-Bid Conference:

Not Required

Refer all questions to:

**Greg Haffner
Engineering Manager
503-434-7365
Haffnerg@Yamhillcounty.gov**

**BIDS DUE:
February 10, 2026
by
2 PM
at**

2060 NE Lafayette Ave, McMinnville, Or. 97128

SECTION A – TABLE OF CONTENTS

A. TABLE OF CONTENTS	2
B. GENERAL BIDDING INFORMATION	3
B.1 Project Identification	3
B.2 Anticipated Schedule	3
B.3 Pre-Bid Conference	3
B.4 ITB Availability and Addenda.....	3
B.5 Solicitation Law, Rules and Statutes	4
C. OFFER SUBMITTAL	4
C.1 Price Submittal Form	4
C.2 Signature Required.....	4
C.3 Sealed Envelope; Address and Cover Information	4
C.4 First Tier Disclosure Form	4
C.5 Bid Security	4
C.6 Offer Withdrawal Prior to Closing	5
C.7 Forms Required.....	5
D. OREGON PREVAILING WAGE RATES (BOLI)	5
E. CLOSING AND OPENING OF BIDS	5
E.1 Bid Closing.....	5
E.2 Bid Opening	5
F. BID/OFFER EVALUATION	5
F.1 Right to Reject	5
F.2 Time for Offer Acceptance	5
F.3 Evaluation Criteria.....	6
F.4 Special Price Evaluation Factors	6
G. CONTRACT AWARD	6
G.1 Method of Bid Award	6
G.2 Intent-to-Award Announcement	6
H. PROTEST PROCEDURES	6
H.1 Solicitation Protests	6
H.2 Contract Award Protests	6
I. INFORMATION TO BE SUBMITTED BY THE APPARENT SUCCESSFUL OFFEROR	7
I.1 Insurance	7
I.2 Performance and Payment Bonds	7
I.3 Commencement of Work	7
J. CONTRACTUAL PROVISIONS	7
J.1 Compliance with State & Federal Law	7
J.2 Venue, Governing law, and Attorney Fees	8
J.3 Insurance	8
J.4 Independent Contractor	8
J.5 Indemnification	9
J.6 Assignment or Transfer Restricted.....	9
J.7 Termination Rights	9
J.8 Records Maintenance; Access.....	10
J.9 Foreign Contractor	10

EXHIBITS

- Exhibit A: Pricing Submittal Form
- Exhibit B: First Tier Disclosure Form
- Exhibit C: Certifications & Acknowledgment Form
- Exhibit D: Offeror Signature Form
- Exhibit E: Sample Contract
- Exhibit F: Bond Forms
- Exhibit G: Special Provisions and Standard Specifications
- Exhibit H: Design Plans
- Exhibit I: In-Water-Work-Permit for ODFW
- Exhibit J: Geotechnical Report

SECTION B – GENERAL BIDDING INFORMATION

Yamhill County (County) invites qualified contractors to respond to the following Invitation to Bid (ITB) for Yamhill County 2025 Overlay Project.

B.1 Project Identification. This Project, titled “2026 North Valley Road Full Depth Repairs & Culvert Replacement Project”. consists of a 12-day closure of North Valley Road (NV) between Ribbon Ridge and Albertson Road, Full Depth Repairs (FDR) in four separate areas, two culvert replacements, and Bid Alternate work to construct 7 embankment turn outs along the closed portion of the road. Closure includes detour signage, two PCMS reader boards, and temporary closure signs. The FDR work will include cold planning & excavation, estimated to be 1,783 cys. The existing pavement is 10”-11” thick. A geotechnical report is available. The pavement is to be removed by Cold Planning and to be placed as 12” subbase in FDR. The turnouts will be constructed with the FDR excavation spoils if awarded. If the Turn outs are not awarded, spoils below existing AC will need to be hauled off site. A no cost disposal site is noted on the plans. The upper 12” of the turnouts will be constructed out of imported grindings owned by Yamhill County located at the Baker Creek Rd./N. Hill Rd. yard just outside McMinnville. Paving FDR work will require 4 inches of Level III AC. A Summer 2026 Pre-level and Overlay project from Ribbon Ridge to Albertson Road will follow this work but will not be included in this project. The 48” x 44’ culvert, 8’ deep, requires completion during In the Water Work Window (IWWW). Oregon Dept. of Fish and Wildlife (ODFW) has stated that the 48” pipe replacement may be installed early than the IWWW if no flows are present in the tributary of Chehalem Creek. It is typical that flows stop by end of June. The second pipe replacement is an 18” x 50’ culvert. These two pipes also require 4” of trench patching.

B.2 Anticipated Schedule:

CALL FOR BIDS ADVERTISED	January 23, 2026
QUESTIONS DUE	February 4th, 2026
CLARIFICATIONS/ADDENDA	February 6th, 2026
BID SUBMITTAL DUE	February 10th, 2026
NOTICE OF INTENT TO AWARD	February 19th, 2026
DEADLINE TO SUBMIT WRITTEN PROTEST	February 26th, 2026
CONTRACT AWARD (TENTATIVE)	March 5th, 2026
CONTRACT SIGNED (TENTATIVE)	March 12th, 2026
START DATE NOT BEFORE	June 1st, 2026 ***
COMPLETION DATE	July 18th, 2026*****

*** Start will be contingent on In-water-work-window (IWWW) for 48” Culvert if contractor chooses to complete Pipe and FDR work during the same 12 calendar day road closure.

***** Completion date may be adjusted if IWWW for 48” pipe is delayed due to wet spring.

B.3 Pre-Bid Conference.

There is no pre-bid conference for this project.

B.4 ITB Availability and Addenda

B.4.1 ITB Public Viewing. This Invitation to Bid (“ITB”), including all Exhibits and Addenda, are available at 2060 NE Lafayette Ave, McMinnville and will not be mailed to prospective Offerors unless requested pursuant to Section B.4.3.

B.4.2 Point of Contact. The single contact point for questions regarding the ITB, forms, Specifications, Plans, bidding process, change, clarification, the award process, protests and any other issues that may arise, is **Greg Haffner** at (503-434-7365) fax (503-472-4068) and e-mail Haffnerg@Yamhillcounty.gov.

B.4.3 Hard Copy Document Fees & Delivery. Offerors may also request hardcopies of the ITB, Addenda, and most attachments from the Point of Contact listed in Section B.4.2. All costs for these documents and any associated delivery fees are at Offeror's expense.

B.4.4 Addenda. Any amendments to the original solicitation will be issued as an Addendum and will be available for viewing at the location provided in Section B.4.1. Offerors may request automatic notifications of any subsequent Addenda to the ITB through the Point of Contact listed in Section B.4.2. Except to the extent required by public interest, County shall not issue an Addenda less than 72 hours before the closing date and time unless the Addenda also extends the closing date and time.

B.4.5 Clarifications, Objections, and Questions. Any Offeror that finds discrepancies in, or omissions from any provision of the ITB, Plans, or Specifications, or has doubt as to the meaning, shall make a request for clarification or modification in writing, to the contact point listed in Section B.4.2. To be considered, the request for clarification or modification must be received by the County at least ten (10) prior to the bid closing. Clarifications, whether verbal or in writing, do not change the Plans, Specifications, contractual terms, or procurement requirements of this ITB unless a formal ITB Addendum has been issued by the County.

B.5 Solicitation Law, Rules and Statutes. This ITB and the resulting contract are governed by Oregon Law and Yamhill County Code. Specific laws and rules that govern the solicitation process are found in Chapters 279A and 279C of the Oregon Revised Statutes, and Divisions 246 and 249 of the Administrative Rules of the Oregon Department of Administrative Services, and the Yamhill County Code, Volume 3, Subtitle 2, Public Contracting Rules and Regulations. The ITB and resulting contract may be subject to other laws and rules. Offerors should obtain and become acquainted with the applicable provisions of the above laws and rules. Copies may be obtained as follows:

Addendum 1

B.6 Prequalification Requirements. ~~The County requires all Offerors to be prequalified with the Oregon Department of Transportation (ODOT) in the following Classes of Work:~~

ACP – Asphalt Concrete Paving and Oiling, TTC- Temporary Traffic Control

The County will only consider an Offer from an Offeror who submits the following with their Offer:

- 1) A copy of its ODOT Prequalification Approval Letter; or
- 2) Documentation that the Offeror submitted a complete prequalification application at least seven (7) days prior to the Bid Opening, and then, no later than fourteen (14) days following Bid Opening, submits to the County a copy of the applicable ODOT Prequalification Letter.

The ODOT prequalification application, along with approval time frames, procedures, and additional information on the prequalification process is available at: https://www.oregon.gov/ODOT/Business/Procurement/Pages/Bid_Award.aspx

B.7 Specialized Licensing Required. "This ITB has no specialized licensing requirements."

SECTION C – OFFER SUBMITTAL

C.1 Price Submittal Form. Offerors shall enter pricing and other required information for all bid items listed in **Exhibit A**, Price Submittal Form. If the Price Submittal Form is replaced via an Addendum, Offerors shall use the amended form to provide pricing and other required information. Failure to supply the required information in the Pricing Submittal Form or subsequent Addenda, if any, may result in bid rejection as non-responsive.

C.2 Signature Required. OFFER SUBMITTED BY OFFEROR MUST BEAR AN ORIGINAL SIGNATURE. FAILURE TO SUBMIT AN OFFER BEARING AN ORIGINAL SIGNATURE WILL RESULT IN REJECTION OF THE BID.

C.3 Sealed Envelope; Address and Cover Information. Offers shall be submitted in sealed packages or envelopes. To ensure proper identification and handling, all packages and envelopes shall be clearly marked as follows:

ITB Number
Closing Date & Time
2060 NE Lafayette Ave, McMinnville OR 97128

C.4 First Tier Subcontractor Disclosure Form. The First Tier Subcontractor Disclosure Form must be submitted either with the bid submission or within two (2) working hours after the closing. Failure to comply with this requirement shall result in rejection of the offer as non-responsive. Additional information can be found within **Exhibit B**, First Tier Subcontractor Disclosure Form.

C.5 Bid Security Required. Each offer must be accompanied by a certified or cashier's check, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, or Bid Bond payable to Yamhill County in an amount equal to ten percent (10%) of the total amount of the Offer. The bid security shall be furnished as security against the failure of the Offeror to comply with all requirements within the time frames established subsequent to notification of intent to award. If the Offeror fails to (1) execute the contract, (2) furnish a Performance Bond and a Payment Bond, or (3) furnish certificates of insurance within the time specified in the written notification of intent to award a contract, the County may cash the check, draw under the letter of credit, or otherwise collect under the bid security.

C.6 Offer Withdrawal Prior to Closing. Offers may be withdrawn in writing when submitted on Offeror's letterhead, signed by an authorized representative, and received by the County prior to closing. Offer withdrawals submitted in writing must be labeled as such and contain the ITB number. Offers may also be withdrawn in person before closing upon presentation of appropriate identification and evidence of authorization to act for Offeror. Signature confirmation of withdrawal may also be required. Offerors may not modify offers after closing.

C.7 Forms Required. The following forms must be submitted prior to closing:

- Price Submittal Form, Exhibit A
- First Tier Disclosure Form, Exhibit B
- Certifications & Acknowledgement Form, Exhibit C
- Offeror Signature Form, Exhibit D
- ~~Prequalification Documentation~~ Addendum 1

SECTION D – OREGON PREVAILING WAGE RATES (BOLI)

D.1 The contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870 relative to Prevailing Wage Rates. No Offer shall be received or considered by the County unless the Offeror agrees to be bound by and comply with the provisions of 279C.838, 279C.840 (or 40 U.S.C. 3141 to 3148 where applicable.) Before starting work the contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by ORS 279C.836 and OAR 839-025-0015, unless otherwise exempt under those provisions. The contractor shall also include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting the Subcontractor to start work.

D.2 This ITB and the resulting contract are subject to the following Bureau of Labor and Industries (BOLI) wage requirements and the prevailing wages rates set forth in the following booklet, as amended, which is incorporated herein by reference with the same force and effect as though fully set forth herein, and is available at the following web link:

Prevailing Wage Rates for Public Works Contracts in Oregon issued January 5th, 2025.

Prevailing Wage Rates Apprenticeship Rates issued January 5th, 2025.

These BOLI wage rates are available on line at:

http://egov.oregon.gov/BOLI/WHI/PWR/pwr_book.shtml

D.3 The work will take place in Yamhill County, on 5 county roads.

SECTION E – CLOSING AND OPENING OF BIDS

E.1 Bid Closing. Bids must be received, and date/time stamped at 2060 NE Lafayette Ave, McMinnville Or Public Works by the closing date/time. Bids will not be accepted after the closing date/time as stated on page one (1) of this ITB, or as may be extended by any subsequently issued Addenda. Facsimile offers will not be allowed or accepted. Failure to comply with this requirement will result in rejection of the offer as non-responsive.

E.2 Bid Opening. Bids will be publicly opened and read at the bid opening at the closing date/time specified on page one (1) of the ITB, at 2060 NE Lafayette Ave, McMinnville. Only the name of the Offeror(s) and the total cost will be read at the bid opening. It is optional for Offerors to attend the bid opening. Award decisions will not be made at the bid opening.

SECTION F – BID/OFFER EVALUATION

F.1 Right to Reject. The County may reject all offers for good cause upon its finding that it is in the public interest to do so. Additionally, the County may reject a particular offer for any of the reasons listed under YCC 3.20.049.0440.

F.2 Time for Offer Acceptance. An Offeror's offer is a firm offer, irrevocable, valid and binding on the Offeror for not less than thirty (30) calendar days from the closing date.

F.3 Evaluation Criteria.

F.3.1 Responsiveness. For its bid to be considered responsive, the Offeror must substantially comply in all material respects with applicable solicitation procedures and requirements and the solicitation documents. In making such evaluation, Public Works may waive minor informalities and irregularities.

F.3.2 Responsibility. Prior to award of a contract, the County will evaluate whether the apparent successful Offeror meets the applicable standards of responsibility identified in ORS 279C.375(3) and YCC 3.20.049.0390. In doing so, the County may investigate Offeror and request information in addition to that already required in the ITB, when the County, in its sole discretion, considers it necessary or advisable.

F.3.3 Oregon Preference. Awards shall be subject to preference for products produced or manufactured in Oregon. In determining the lowest Responsive Bid, the County will, in accordance with YCC 3.20.046.0310, add a percentage increase to the Bid of a nonresident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides. (YCC 3.20.046.0300 – 3.20.046.0330)

F.3.4 CCB Requirements. Offerors shall be licensed with the State of Oregon Construction Contractors Board (CCB) prior to bidding on Public Improvement Contracts. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RESULT IN BID REJECTION. All subcontractors participating in the project shall be similarly registered with the Construction Contractors Board at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

SECTION G – CONTRACT AWARD

G.1 Method of Bid Award. Award will be made to the responsible Offeror submitting the lowest total responsive bid for the items listed. The County reserves the right to award any or all items listed, and to reject all bids.

G.2 Intent-To-Award Announcement. The County reserves the right to announce its intent to award prior to formal contract award by email letter or fax ("Intent-to-Award Announcement"). The Intent-to-Award Announcement shall serve as notice to all Offerors that the County intends to make an award.

G.3 Sample Contract. In addition to those contractual requirements provided in Section J, the awarded Offeror shall be required to abide by the terms and conditions as outlined in the Sample Contract, attached hereto as **Exhibit E**. Any exceptions to the language found therein must be submitted to the County prior to submitting an offer.

SECTION H – PROTEST PROCEDURES

H.1 Solicitation Protests.

H.1.1 Solicitation Protest Generally. An Offeror may protest specifications and/or contract terms and conditions of this ITB pursuant to YCC 3.20.049.0260.

H.1.2 Solicitation Protest Deadline. An Offeror must deliver a written protest on the Specifications or Contract terms and/or conditions matters to the POC provided in Section B.4.2 not less than ten (10) days prior to closing. The County is not required to consider an Offeror's request for change or protest after the deadline established for submitting such request or protest.

H.1.3 Solicitation Protest Content. An Offeror's written protest shall include:

- A detailed statement of the legal and factual grounds for the protest;
- A description of the resulting prejudice to the Offeror; and
- A statement of the desired changes to the Contract terms and conditions, including any Specifications.

H.1.4 County's Response. The County shall provide notice to the applicable protester if it entirely rejects a protest. If the County agrees with the protester's request or protest, in whole or in part, the County shall either issue an addendum reflecting its determination or cancel the solicitation pursuant to YCC 3.20.049.0270.

H.2 Contract Award Protests.

H.2.1 Contract Award Protests Generally. An adversely affected or aggrieved Offeror may submit to the County a written protest of a contract award pursuant to YCC 3.20.049.0450. In order to be an adversely affected or aggrieved Offeror, the Offeror must claim to be eligible for award of the contract as the responsible Offeror submitting the lowest responsive Offeror and that any and all lower Offerors are ineligible to receive a contract award. An actual Offeror who is adversely affected or aggrieved by the award of the contract to another Offeror may protest the award, in writing, within the timeline established herein. The written protest shall state the grounds upon which the protest is based. No protest of award shall be considered after the deadline established in Section H.2.

H.2.2 Contract Award Protest Deadline. Adversely-affected or aggrieved Offerors shall have seven (7) calendar days from the date of the Intent-to-Award Announcement within which to file a written protest. Protests submitted after that date will not be considered. Protests must specify the grounds upon which the protest is based and must be addressed to the POC provided in Section B.4.2.

H.2.3 Response to Contract Award Protests. The County will respond in writing to intent-to-award protests submitted by adversely-affected or aggrieved Offerors. The County may also respond to protests submitted by other Offerors for purposes of clarification. However, any response provided by the County is not intended to, and shall not in and of itself constitute, confirmation that the Offeror is, in fact, adversely affected or aggrieved, and therefore entitled to protest an intent to award, or that the protest was timely filed.

H.2.4 Contract Award upon Protest Period Expiration. After expiration of the seven (7) calendar-day protest period, and resolution of all protests, the County will proceed with final award. (If the County receives only one bid, the County may dispense with the protest period and proceed with award of a contract.)

SECTION I – INFORMATION TO BE SUBMITTED BY THE APPARENT SUCCESSFUL OFFEROR

I.1 Insurance. The apparent successful Offeror shall provide all required proofs of insurance to the County within 30 calendar days of notification of intent to award. Failure to present the required documents within the 30 calendar-day period may result in offer rejection. Offerors are encouraged to consult their insurance agent(s) about the insurance requirements as identified in Section J, Contract Provisions, prior to offer submission.

I.2 Performance Bond and Payment Bond. The successful Offeror shall be required to furnish a Performance Bond and a Payment Bond each in the total amount (100%) of the awarded contract, executed in favor of Yamhill County, to ensure faithful performance of the contract and payment for services and goods.

The County's Performance Bond and Payment Bond forms are found in **Exhibit F**.

The apparent successful Offeror shall provide all required bonding to the County within 14 calendar days of notification of award. Failure to present the required documents within 14 calendar days may be grounds for award disqualification.

I.3 Commencement of Work. The contractor shall not commence work under the contract until the Notice to Proceed has been issued.

SECTION J – CONTRACTUAL PROVISIONS (NON-INCLUSIVE)

J.1 Compliance with State and Federal Law. The contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the provision of goods and/or services under this Contract, including, without limitation, the provisions of ORS 279B.225 through 279B.235 and the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336),

ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

J.1.1 The contractor shall make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in this contract. ORS 279C.505(1)(a).

J.1.2 The contractor shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of this contract. ORS 279C.505(1)(b).

J.1.3 The contractor shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C.505(1)(c)

J.1.4 The contractor shall pay to the Department of Revenue all sums withheld from employees under ORS 316.617.

J.1.5 The contractor shall demonstrate that an employee drug-testing program is in place. ORS 279C.505(2).

J.1.6 The contractor shall salvage or recycle construction and demolition debris if feasible and cost effective. In contracts for lawn and landscape maintenance, the contractor shall compost or mulch yard waste material at an approved site if feasible and cost-effective. ORS 279C.510(1)-(2).

J.1.7 The contractor shall promptly pay, as due, all persons supplying labor and services furnished to the contractor or a subcontractor by any person in connection with this contract as the claim becomes due. If the contractor fails to pay any such claim, the County may pay the claim and charge the payment against the funds due or to become due the contractor by reason of the contract, pursuant to ORS 279C.515(1).

J.1.8 If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the County, the contractor or first tier subcontractor shall owe the person the amount dues plus interest commencing at the end of the 10 day period that payment is due under ORS 279C.580 and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

J.1.9 The contractor shall make payment to any person furnish labor or materials in connection with this contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived. ORS 279C.515(2).

J.1.10 The contractor shall make payment to any person furnishing labor or materials in connection with this contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515(3).

J.1.11 No person may be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100. The employee shall be paid at least time and a half pay as provided for in ORS 279C.520.

J.1.12 The contractor shall comply with all applicable provisions of federal, state or local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the work under the contract. ORS 279C.525.

J.1.13 The contractor shall pay promptly, as due, any payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or the needed care and attention, incident to sickness or injury, to the employees of the contract, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services, pursuant to ORS 279C.530(1).

J.1.14 If the contractor is a subject employer, the contractor shall comply with ORS 656.017. ORS 279C.530(2).

J.1.15 The contractor shall comply with maximum hours of work, holidays and overtime per ORS 279C.540 and time limit on claims for overtime per ORS 279C.545.

J.1.16 The contractor shall comply with ORS 279C.550 through 570 regarding withholding of retainage. The withholding of retainage by a contractor or subcontractor shall be in accordance with ORS 701.420 and 701.430.

J.1.17 The contractor shall comply with ORS 279C.570 regarding prompt payment, progress payments and rate of interest.

J.1.18 The contractor shall include in each subcontract for property or services entered into by the contractor and a first-tier subcontractor, including a material supplier, for the purposed of performing a construction contract: a payment clause that obligates the contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the contractor by the contracting agency under the contract; and an interest penalty clause that obligates the contractor, if payment is not made within 30 days after receipt of payment from the contracting agency, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract. These clauses must also be included in each of the contractor's subcontracts and in each of the first-tier subcontractor's subcontracts and each of the first-tier subcontractor's, subcontractors shall include these clauses in their subcontracts with each lower-tier subcontractor or supplier. ORS 279C.580.

J.1.19 The contractor shall comply with ORS 279C.605 regarding Notice of Claim.

J.1.20 The contractor shall comply with all Prevailing Wage Rate regulations, ORS 279C.800 through ORS 279C.870 and OAR 839-025.

J.1.21 The contractor shall pay contract and subcontract workers not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838. ORS 279C.830(1)(c).

J.1.22 A fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825. This fee shall be paid to the commissioner under the administrative rule of the commissioner. ORS 279C.830(2). This fee shall be paid by Yamhill County.

J.1.23 The contractor is required to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(7) or (8), and will include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(7) or (8). ORS 279C.830(3)(a)(b).

J.1.24 The contractor shall certify that all subcontractors performing work described in ORS 701.005(2) 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 the contract.

J.2 Governing Law, Jurisdiction, Venue, & Attorney Fees. This Contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the County (and/or any other agency or department of Yamhill County) and the Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. Provided, however, if the 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. The Contractor hereby consents to the in personam jurisdiction of said courts. Each party shall be responsible for the party's attorney fees, costs and disbursements at all times including appeals.

J.3 Insurance.

J.3.1 General Liability. The contractor shall obtain and at all times keep in effect, commercial general liability insurance covering activities and operations of the contractor. Commercial general liability shall cover bodily injury, death, and property damage, and shall include personal injury liability, products and completed operation insurance. Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the following requirements:

- (1) \$2,000,000 to any single claimant arising out of a single accident or occurrence; and
- (2) \$4,000,000 to all claimants, for any number of claims arising out of a single accident or occurrence.

J.3.2 Automobile Insurance. The contractor shall maintain automobile liability insurance covering all owned, non-owned and hired vehicles used in the performance of services under the contract. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the following requirements:

- (1) \$2,000,000 to any single claimant arising out of a single accident or occurrence; and
- (2) \$4,000,000 to all claimants, for any number of claims arising out of a single accident or occurrence.

J.3.3 Workers' Compensation. The contractor may employ workers, and if the contractor employs workers, the contractor shall obtain and at all time keep in effect Workers' Compensation insurance, with coverage limits sufficient to meet the requirements of Oregon law. Contractors who are not subject workers under ORS 656.027 who will provide services under the contract agree to either elect workers' compensation coverage under ORS 656.128 or specifically release the County of any and all claims that would be covered by the Workers' Compensation Laws of the state of Oregon if the contractor was a subject worker under ORS 656.027.

J.4 Independent Contractor. The contractor is an independent contractor and not an employee of or agent of the County. The County shall not be responsible for any claims, demands or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the contractor.

J.5 Indemnification. To the fullest extent permitted by law, and in accordance with Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, the contractor shall indemnify, defend, save, and hold harmless (with counsel of the County's choice) the County and its officers, employees and agents from and against all claims, suits, actions, liabilities, damages, losses, or expenses, including attorney fees, arising out of the acts or omissions of the contractor, its officers, agents, or employees performing under the contract. The contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the work to be done under the contract.

J.5.1 Environmental Contamination. The contractor will be held responsible for and shall indemnify, defend (with counsel of the County's choice) and hold harmless the County from and against any costs, expenses, damages, claims, and causes of action, including attorney fees, or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the contract which occur as a result of, or are contributed to, the negligence or actions of contractor or its personnel, agents, or subcontractors or any failure to perform in accordance with the contract documents, except to the extent otherwise void under ORS 30.140.

J.5.2 Granting of Authority Required. Neither the contractor nor any attorney engaged by the contractor shall defend the claim in the name of the County or any department or office of the County, nor purport to act as legal representative of the County or any of its departments or offices without first receiving from the County's legal counsel authority to act as legal counsel for the County, nor shall the contractor settle any claim on behalf of the County without the approval of the County's legal counsel. The County may, at its election and expense, assume its own defense and settlement.

J.6 Assignment or Transfer Restricted. Unless otherwise provided in the contract, the contractor shall not assign, sell, dispose of, or transfer rights, nor delegate duties under the contract, either in whole or in part, without the County's prior written consent. Unless otherwise agreed by the County in writing, such consent shall not relieve the contractor of any obligations under the contract. Any assignee or transferee shall be considered the agent of the contractor and be bound to abide by all provisions of the contract. If the County consents in writing to an assignment, sale, disposal or transfer of the contractor's rights or delegation of the contractor's duties, the contractor and its surety, if any, shall remain liable to the County for complete performance of the contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the County otherwise agrees in writing.

J.7 Termination Rights

J.7.1 Termination for Convenience. The County may terminate the contract in whole or in part whenever the County determines that termination of the contract is in the best interest of the County. The County will provide the contractor with written notice of a termination for convenience at least thirty (30) calendar days before the intended termination date. After

such notice, the contractor shall provide the County with immediate and peaceful possession of the project site. Such termination shall be without liability or penalty, and in no circumstance shall Contractor be entitled to lost profits for Work not performed due to termination. No termination for convenience shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.

J.7.2 Termination for Cause. The County may immediately terminate the contract without liability or penalty for either of the following causes by the mailing of written notice to the contractor at contractor's address given above, specifying the cause:

- The contractor breaches any of the provisions of the contract. The contractor shall be liable for any and all damages suffered by the County as the result of the contractor's breach of Contract, including, but not limited to, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170;
 - In the event of breach for unsatisfactory performance or nonperformance, the Yamhill County Board of Commissioners is the sole judge of the contractor's unsatisfactory performance or nonperformance.
- The contractor no longer holds all licenses or certificates that are required to perform the services required under this contract;
- The County lacks lawful funding, appropriations, limitations or other expenditure authority at levels sufficient to allow the County, in the exercise of its reasonable discretion, to pay for the contractor's services; or
- Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the services under the contract are prohibited or the County is prohibited from paying for such services from the planned funding source.

J.7.3 Contractor's Termination for Cause. The contractor may terminate the contract for cause if the County fails to pay the contractor pursuant to the contract. The contractor may also terminate the contract for cause if the County commits any material breach or default of any covenant, warranty, obligation, or agreement under this Contract and such breach or failure is not cured within thirty (30) calendar days after delivery of the contractor's notice, or such longer period as the contractor may specify in such notice.

J.8 Records Maintenance; Access. The contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, the contractor shall maintain any other records pertinent to the contract in such a manner as to clearly document the contractor's performance hereunder. The contractor acknowledges and agrees that County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to the contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and documents shall be retained by the contractor for a minimum of ten (10) years (except as required longer by law) following final payment and termination of the contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the contract, whichever date is later.

J.9 Foreign Contractor. If the contractor is not domiciled in or registered to do business in the State of Oregon, the contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to the contract. The County shall withhold final payment under the contract until the contractor has met this requirement.

EXHIBIT G

SPECIAL PROVISIONS
AND SUPPLEMENTAL
STANDARD SPECIFICATIONS
FOR COUNTY ROAD CONSTRUCTION

YAMHILL COUNTY
MCMINNVILLE, OREGON

2026 North Valley Road
Full Depth Repair & Culvert Replacement Project
Bid Alternate to Add Turn Outs

KIND OF WORK: **Traffic Control, Road Closure Detour, Temp. Signage, Cold Plane for pavement removal, FDR Excavation, Geotextile fabric, Salvage Base Rock, Grindings placement for Subbase, Triaxial Grid material placement in two layers, Aggregate Base placement & compaction, 4" Paving for FDR, 48" x 44' Culvert replacement and 18" x 52' Culvert replacement. Bid Alternate work is Turn Out embankment from FDR spoils, importing of grindings from Baker Creek Yard.**

COUNTY ROADS: **North Valley Road**

COUNTY: **Yamhill County**

PROPOSALS TO BE RECEIVED: **February 10th, 2026 at 2:00 P.M.**

PRECONSTRUCTION: **None**

PREFACE

APPLICABLE STANDARD SPECIFICATIONS

The Applicable Standard Specification for this project is:

2021 EDITION OF THE **OREGON STANDARD SPECIFICATIONS** **FOR CONSTRUCTION**

GENERAL:

These Supplemental Standard Specifications, Addenda, Supplements, and Special Provisions are issued for the information of bidders submitting proposals for the project or work described herein at the time and place specifically indicated herein. They are the Supplemental Standard Specifications, Addenda, Supplements, and Special Provisions that, subject to such revision as may be made according to provisions stated by law, will be incorporated in and made a part of any contract for said project or work that may be awarded based on a proposal received at said specifically indicated time and place.

Should the project or work described be re-advertised for proposals to be received at a time later than that indicated herein, these specifications and provisions will cease to be applicable and new ones will be issued. Bidders submitting proposals later should obtain the new specifications and provisions and base their proposals as such, as they will be bound by them in the event, they are awarded the contract.

Revisions Prior to Time of Opening of Bids:

All data herein is subject to revisions by the County Engineering Manager any time prior to the time specified herein for the receiving of proposals. Prospective bidders for the work will be notified of any such revisions by e-mail, letter, or fax sent to the bidders at the addresses available to Yamhill County at the time.

Revisions Prior to Execution of Contract:

Between the time proposals are received and the time the contract is executed, revision of the data herein may be made only by mutual agreement between the successful bidder and the Yamhill County Board of Commissioners.

Pamphlet May be Retained by Bidder:

This pamphlet need not be returned to Yamhill County, either with proposal or otherwise. The accompanying Bid Schedule and any continuation sheets shall be submitted prior to the date of the bid opening shown in the 'Specifications and Call for Bids'.

DESCRIPTION OF WORK

- The project work will consist of a 12-day closure of North Valley Road between Ribbon Ridge and Albertson Road, Full Depth Repairs (FDR) in four separate areas, two culvert replacements. Bid Alternate work will be construction of 7 embankment turn outs along the closed portion of the road. Closure to include detour signage, closure signs, and two PCMS reader boards. The FDR work will include excavation to Subgrade (S.G.), including Cold planning estimated at 10"-11" thick. The pavement is to be removed by Cold Planning and to be placed as subbase. The turn outs will be constructed primarily with the FDR excavation spoils. The upper 12" of the turn outs will be constructed out of imported grindings. Grindings for Turn outs will be imported from owner provide grindings located at the Baker Creek Rd. and N. Hill Rd. yard just outside McMinnville. Paving FDR work will require 4 inches of Level III AC. A 48" x 44' culvert, approx..8' deep requires completion during In Water Work Window (IWWW). Oregon Dept. of Fish and Wildlife (ODFW) has stated that the 48" pipe replacement may be installed early than the IWWW if no flows are present in the tributary of Chehalem Creek. It is typical that flows stop by end of June. The second pipe replacement is an 18" x 50' culvert near the 48" pipe replacement.

TIME AND PLACE OF RECEIVING PROPOSALS

Proposals for the work described above will be received in the Office of the Department of Public Works in McMinnville, Oregon, at **2:00 P.M.** On the **February 10th, 2026** Proposals will be opened and read publicly.

COMPLETION TIME LIMIT

All work to be done under the contract shall be commenced no sooner than **June 1st, 2026,** and shall be completed no later than **July 18th, 2026.**

All work to be completed during a 12 calendar day North Valley road closure. The 48" Culvert replacement is a Fish Passage permitted culvert. It is required to be completed during In-Water-Work-Window (IWWW). ODFW has given verbal approval to install 48" culvert before normal IWWW, (July 15th to Sept. 30th) providing the Tributary to Chehalem Creek is dry. It is typical that the tributary dries up at end of June, once the flows into Tillicum Lake stop. The lake is directly upstream of the Culvert.

The Contractor may choose to complete FDR and Turn Out work outside the IWWW, but you are still limited to the 12 calendar day road closure.

APPLICABLE STANDARD SPECIFICATIONS

2021 EDITION OF THE
OREGON STANDARD SPECIFICATIONS
FOR CONSTRUCTION

Are to be used for the work to be performed under this contract

Section	DESCRIPTION	YES	NO
00100's	GENERAL CONDITIONS	X	
00200'S	MOB, ACCOM TO PUBLIC, TRAFFIC CONTROL, EROSION CONTROL,	X	
00300	ROAD WORK	X	
00400	DRAINAGE AND SEWERS	X	
00500	BRIDGES		X
00600	BASES	X	
00700	WEARING SURFACES	X	
00800	PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES		X
00900	PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS		X
01000	RIGHT OF WAY DEVELOPMENT AND CONTROL		X
01100	WATER SUPPLY SYSTEMS		X
02000	MATERIALS	X	
03000	MATERIALS		X

WORK TO BE DONE

The work to be done under this contract consists of the following work:

Bid Schedule A

1. Provide Detour, Road Closure, signage, flagging
2. Full Depth Repairs (FDR) of 4 locations
3. Provide Cold Plane for pavement removal
4. Salvage Grindings and Base Rock for FDR
5. Construct FDR sections with Geotextile & Geogrid
6. Pave FDR's with 4 inches of Level III AC
7. Stick & Stomp FDR's
8. Replace 48" x 40 pipe with new metal culvert (Owner Provided Pipe)
9. Replace 15" x 45' Conc. pipe with 18" x 50' HDPE Culvert with Rip Rap

Bid Schedule B (Includes 1-9)

10. Construct Seven Turn Outs from FDR Grindings, Spoils, and Imported Grindings.

APPLICABLE STANDARD AND SPECIFICATIONS

The Standard Specifications which are applicable to the work on this project is the **2021 edition of the "Oregon Standard Specifications for Construction."**

All numbers referenced in these special provisions shall be understood to refer to the Sections or Subsections of the Standard Specifications bearing like numbers and any applicable modification herein.

SECTION 00110 - TERMS, ABBREVIATIONS, AND DEFINITION

Comply with Section 00110 of the Standard Specifications supplemented and/or modified as follows:

00110.20 Definitions - Delete the entire definition listed after the word **"Engineer"** and substitute with the following definition:

"The County Engineering Manager acting directly or through authorized representatives."

00110.20 Definitions - Delete the entire definition listed after the word **"State"** and substitute with the following definition:

"The County of Yamhill"

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the Standard Specifications supplemented and/or modified as follows:

00120.05 Requests for Solicitation Documents - Delete this subsection and substitute with the following:

Electronic Bidding Documents are available from the Department of Public Works, NE 2060 Lafayette Avenue, McMinnville, Oregon 97128 and from Janet Henderson at hendersonj@co.yamhill.or.us. Copies of the "Oregon Standard Specifications for Construction - Oregon Department of Transportation - 2021 Oregon" may be purchased at the Oregon Department of Transportation or downloaded on line at ODOT website locate at :

https://www.oregon.gov/ODOT/Business/Pages/Standard_Specifications.aspx

00120.20 Interpretation of Quantities in Bid Schedule: Add the following to the end of the first sentence of this subsection:

except for Lump Sum bid items listed in the Bid Schedule. When Lump Sum items are listed as the method of payment, the contractor is responsible for estimating quantities, labor costs, material costs, and appropriate profit percentages.

00120.40 Preparation of Bids:

(a) General:

(1) Paper Bids - For Bids submitted by paper, the Bidders shall not alter, in any manner, the paper documents bound within the Bid Section. Bid Sections available electronically shall not be substituted for paper Bid Sections. Bidders shall complete the certifications and statements included in the Bid Section of the Bid Booklet according to the instructions. Signature of the Bidder's authorized representative thereon constitutes the Bidder's confirmation of, and agreement to all certifications and statements contained in the paper Bid Booklet. Entries on the paper documents in the Bid Section shall be in ink or typed. Signatures and initials shall be in ink.

00120.40 Preparation of Bids:

(2) Electronic Bids : Delete this subsection

00120.40(e) Proposal Guaranty: Delete the last two words of the first paragraph of this subsection and substitute with the following:

"Yamhill County Department of Public Works."

00120.60 Revision or Withdrawal of Proposals - Add the following as the last sentence of the first paragraph of this subsection.

"These changes must be received and confirmed by the Public Works Director or designated Engineering Manager prior to the time set for opening proposals."

Also add the following to the end of the second paragraph of this subsection.

"A bidder may withdraw a proposal after it has been delivered to the Yamhill County Department of Public Works if the withdrawal request is received in writing by the said Public Works office prior to the time set for opening proposals."

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the Standard Specifications supplemented and/or modified as follows:

00130.40(a) Performance and Payment Bonds - Delete this subsection and substitute with the following:

(a) Performance and Payment Bonds - Within 10 calendar days after sending the contractor the "Notice of Award," the contractor must furnish a performance bond and a payment bond of a surety company authorized to do business in the State of Oregon and listed in Circular 570 of the U.S. Department of the Treasury. This circular is published annually as of July 1, and interim changes are published in the Federal Register as they occur. The amount of each bond shall be the same dollar amount specified in the contract. The surety company's authorized Attorney in fact shall sign the performance bond and the payment bond. The surety company's seal shall be affixed to each bond. A Power of Attorney for the Attorney in Fact shall be attached to the bond.

00130.50(a) By Bidder - Delete the first nine (9) words of the first sentence of this subsection and substitute with the following:

The successful bidder shall deliver one (contract booklet)

00130.50(b) By Division – Delete the words of this subsection and substitute with the following:

After the Yamhill County Department of Public Works office has received and has verified the properly executed contract documents, the Engineering Manager will notify the successful bidder with written confirmation that he or she has satisfied all the necessary contract provisions and requirements outlined in Section 00130 and is officially declared the General Contractor. This notice will also serve as a "Notice to Proceed" as outlined in Subsection 00130.90. If the Engineering Manager discovers that the Successful Bidder has not met all the said necessary contract provisions and requirements outlined in Section 00130, he may elect to follow the options outline in Subsection 00130.60.

00130.90 Notice to Proceed – Delete the words of this subsection and substitute with the following:

Notice to Proceed will be issued after the Yamhill County Department of Public Works Office has received and has verified the properly executed contract documents as required and explained in Subsection 00130.50(b) of these special provisions. The successful bidder will be required to coordinate start work days and projects with the County.

SECTION 00150 - CONTROL OF WORK

Comply with Section 00150 of the Standard Specifications supplemented and/or modified as follows:

00150.60(a) Load and Speed Restriction for Construction Vehicles and Equipment - Add the following sentence to the end of the first paragraph of this subsection:

The contractor shall submit to the Engineering Manager a list of all possible project vehicles. The list shall include the tare weight of each vehicle and the legal weight limit as established by the P.U.C. This list shall be submitted no later than five (5) work days prior to the start of on-site work. The contractor

is responsible to ensure that no vehicle exceeds its legal weight limit. Any vehicle that exceeds its legal weight limit will not be paid for the excess weight carried by the vehicle. The Engineering Manager will issue a copy to the contractor of all vehicles exceeding their weight limit and the total tonnage in excess. If the contractor does not agree with the information submitted by the Engineering Manager, he must submit his reasons in writing to the Engineering Manager. The Engineering Manager will review the data and issue his finding within five (5) work days after receiving the "Request for Review" by the contractor. The engineering manager's findings will be held as the final decision (refer to Section 00150.00). Random testing for "Over Weight Vehicles" may be conducted at non-designated times and at non-designated locations outside the limits of the project. All overweight vehicles will be subject to all prudent fines, fees and penalties.

00150.60(c) Responsibility for Damages - Add the following to the end of this subsection:

The following procedure and information will be used as the source of reference if the measure of damage is necessary as outlined in this subsection. The following procedure will be a requirement of this contract:

The contractor shall submit to the Engineering Manager, a list showing all haul or transport roads that will be used during the "Contract Time" of the project. This list shall be submitted no later than five (5) work days prior to the start of any on-site work within the project limits.

During the "Final Inspection" process as outline in Subsection 00150.90, the Engineering Manager shall list the location and description of all damage caused by the actions of the contractor and the contractor shall make all necessary repairs prior to Yamhill County releasing them from their responsibilities as outlined in this subsection.

00150.75 Protection and Maintenance of Work During Construction: Add the following sentences after the first sentence of this subsection:

Yamhill County will perform the cleaning/brooming prep work for the overlays.

A Contractor provided pilot car shall be used at all times during overlay work when lane closures are required with the exception of Columbia Drive. Pilot cars are not required for cold plane or pre-level work.

Traffic will be prohibited from using all newly paved intersections until finished rolling is complete.

During other times when necessary, one lane may be closed to traffic in the immediate work area but only during those hours when work is actually being performed.

The Contractor is responsible for routine compaction testing and setting up rolling patterns. The contractor will provide a copy of the compaction results prior to payment for the job. The County reserves the right to perform check tests of compaction as needed.

If the contractor fails to comply with these provisions at any time, the Engineering Manager will at time of discovery, notify the contractor of such noncompliance'.

SECTION 00180 - PROSECUTION AND PROGRESS

Comply with Section 00180 of the Standard Specifications supplemented and/or modified as follows:

00180.50(c) Beginning of Contract Time - Delete the words within this subsection and substitute with the following:

The contractor shall not commence work before June 1st, 2026 or until the Tributary to Chehalem Creek has dried up and Oregon Department of Fish and Wildlife (ODFW) permission has been attained to work outside the IWWW. It is assumed that the 48" Culvert work will be completed during the 12 day road closure.

Contractor may propose a split schedule for FDR/T.O. and culvert work, but not more than 12 days of road closure will be allowed.

00180.85 (b) Liquidated Damages - Add the following

In this project, the contractor agrees to pay to Yamhill County, not as a penalty but as Liquidated Damages, the amount of \$2,000.00 for each calendar day used in excess of the "Contract Time" or "Adjusted Contract Time."

SECTION 00195 - PAYMENT

Comply with Section 00195 of the Standard Specifications supplemented and/or modified as follows:

00195.10 Payment For Changes in Materials Costs - Delete this subsection
De-Escalation and Escalation clauses on materials used do not apply to this contract.

00195.50(c)(2) Cash, Alternate B (interest Earned) - Delete this subsection.

00195.50(c)(3) Cash, Alternate C (Retainage Surety Bond) - Delete this subsection.

00195.50(c)(4) Bonds and Securities - Delete this subsection.

00195.50(d) Reduction of Retainage - Delete this subsection.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications supplemented and/or modified as follows:

00220.40 General Requirements – Replace the following:

(e) Lane Restrictions – North Valley Road shall be closed between Albertson Rd and Ribbon Ridge Road for a maximum of 12 calendar days. Closure shall commence on a Monday, after 9:00 AM and shall be completed the second Friday after closure, by 4:00 PM. Detour signage shall be in place 7 days prior to road closure.

00220.60(a)(2) Division Responsibility - Delete this subsection.

SECTION 00221 – Common Provisions for Work Zone Traffic Control

Comply with Section 00221 of the Standard Specifications supplemented and/or modified as follows:

00221.80 Measurement - Delete this subsection.

Replace with: "No measurement will be made.

00221.90 Payment - Delete this subsection.

No payment will be made for work zone traffic control. Work to be paid under BI 2 "Traffic Control".

SECTION 00222 – Temporary Traffic Control Signs

Comply with Section 00222 of the Standard Specifications supplemented and/or modified as follows:

00222.15(b) Portable Changeable Message Signs - Add the following paragraph to the end of this subsection:

For PCMS mounted on rollers, use 2-line PCMS from the QPL.

00222.45(b) Portable Changeable Message Signs - Add the following bullet(s) to the end of this subsection:

At least fourteen Calendar Days before a lane closure, place two PCMS boards displaying the following message as shown, or as directed:

Panel 1	Panel 2
NORTH VALLEY	(DATE
ROAD CLOSURE	THRU
	(DATE)

00222.80 Measurement - Delete this subsection.

Replace with: "No measurement will be made.

00222.90 Payment - Delete this subsection.

Payment will be made as a Lump Sum under Bid Item No. 2. This work includes all temporary signage, PCMS boards, detour signage, and site closure signage/barricades.

SECTION 00223 – Work Zone Traffic Control labor and Vehicles

Comply with Section 00223 of the Standard Specifications:

SECTION 00225 – Temporary Pavement Markings

Comply with Section 00225 of the Standard Specifications supplemented and/or modified as follows:

225.02 General Requirements: Add the following to the end of this subsection:

Contractor shall apply double side by side temporary yellow markers (Stick n Stomps) at 25-foot interval 12" apart on corners and 50' on tangents following paving.

00225.61 Signs and Other Existing T.C.D. - Add the following to the end of this subsection:

When existing signing conflicts with temporary signing installed on the project, the conflicting existing signs shall be covered with appropriate short-term covers until the temporary signs are removed.

00225.90's General - Add the following to this section:

All pay items listed within subsections 00225.90(a), 00225.90(b), 00225.91, 00225.92, 00225.93, 00225.94, 00225.95, 00225.96, 00225.97, 00225.98, 00225.99 which apply on this project, will be considered incidental to other work related to "Temporary Traffic Control", Bid Item No. 2.

00225.99 Pilot Cars - Delete this subsection

SECTION 00225 – Temporary Water Management

Section 00245, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00245.00 Scope - This Work consists of furnishing, installing, operating, maintaining, and removing temporary water management facilities in regulated Work areas. **The work description as follows is not required if the contractor chooses to wait until the tributary to Chehalem Creek has stopped flowing water.**

00245.01 Abbreviations:

TWM - Temporary Water Management
TWMF - Temporary Water Management Facility
TWMP - Temporary Water Management Plan

00245.02 Definitions:

Temporary Water Management Facility - A TWMP that conveys water around or through Work areas, removes water from Work areas, and treats and discharges water at locations outside Work areas.

00245.03 Temporary Water Management Plan - The Agency TWMP is a concept plan. 28 Calendar Days before beginning Work in regulated Work areas, submit stamped Working Drawings of a Contractor-developed TWMP, according to 00150.35, based on either the Agency's concept plan or an independent plan that meets water quality and environmental guideline requirements and does not negatively affect neighboring properties or water rights.

Include the following minimum information in the TWMP:

- The sequence and schedule for dewatering and re-watering. This sequence and schedule must include when to contact the Engineer prior to dewatering and re-watering.
- How the Work area is isolated from the active stream flow upstream, through, and downstream.
- How the stream flow is routed and conveyed around or through the isolated Work area.
- How fish passage is provided around the Work area, if required.
- How the isolated Work area is de-watered.

- How the pumped water is treated, if necessary, before it is discharged downstream.
- Description of all construction stages, including appropriate contact points for each stage.
- A list of on-site backup Materials and Equipment.
- Provide the name of the TWM Subcontractor (if applicable) and Contractor's superintendent, and their 24-hour contact phone number 10 Days before the pre-Work meeting. If changes in the appointment of the TWM Subcontractor or Contractor's superintendent occur during the term of the Contract, provide written notice to the Engineer within 5 Calendar Days of the change.
- Calculations of water withdraw pump's capacity.
- Details of the proposed water intake screen used to isolate in-water Work area and how it meets the requirements of 00290.34(c)(3).

Any change to the TWMP during construction requires approval prior to implementation.

Obtain the Engineer's written approval before beginning Work in in-water Work areas.

00245.04 Pre-Work Meeting - Before beginning any TWM Work, attend a pre-work meeting at the Project Site with the Engineer no more than 8 Calendar Days prior to implementation of TWM. Required meeting attendees include:

- Engineer
- Contractor
- TWM Subcontractor (if applicable)
- Agency Environmental Coordinator or their appointed representative

The pre-Work meeting agenda typically includes the method of TWM, the TWMP, fish salvage plan and strategy, describe environmental risks, turbidity monitoring, energy dissipation, dewatering and re-watering plan and strategy, site clean-up expectations, and the circumstances under which contacting the Engineer is required.

Materials

00245.10 Materials - Furnish Materials meeting the following requirements:

Pipe	00445.11
Sandbags	00280.15(a)
Water Intake Screening	00290.34(c)

Furnish pumps that are:

- Self-priming.
- Equipped with a variable speed governor.
- Equipped with a power source.
- Able to pump water that contains soft and hard solid.

Construction

00245.40 Fish Removal - Qualified Agency, ODFW, or ODOT consultant biologists will remove fish and other aquatic organisms from the isolation Work areas. Coordinate fish removal with the Engineer at least 28 Calendar Days before beginning Work in regulated Work areas. Allow access into the isolation Work areas before, during and after installation of the TWMP to perform the specified tasks as follows:

- **Before Installation of TWMF** - Before any in-water Work, including installing TWMF, qualified personnel will remove fish and other native aquatic organisms from within the proposed isolated Work area.
- **After Installation of TWMF** - After installing TWMF and the reduction of the water level through the isolated Work area has begun, qualified personnel will remove all fish and aquatic organisms as the water level is reduced. Do not completely de-water the isolation area until all fish and aquatic organisms have been removed.

00245.41 Installation - During installation of the temporary water management facility, maintain a downstream water flow rate of at least 50 percent of the upstream water flow rate.

00245.42 Operation - Operate temporary water management as follows:

- Protect fish and fish habitat according to 00290.34.
- Maintain and control water flow downstream of the isolated Work area for the duration of the diversion to prevent downstream de-watering.
- Clean, maintain and repair water intake screening to ensure adequate flows and protection of aquatic organisms.
- In the event of containment failure immediately notify the Engineer so arrangements can be made to remove fish and aquatic organisms from the isolation Work areas prior to the continuation of Work within the ordinary high water limits.
- When using a pump for bypassing water during temporary water management, physically monitor the pump in-person and maintain the pump at all times including non-work hours. Provide a back-up pump on-site and ready for use as necessary. Provide the Engineer with a daily report documenting monitoring activities.

Maintenance

00245.60 Maintenance - Monitor water turbidity according to 00290.30(a)(8).

Finishing and Cleaning Up

00245.70 Removal - Prior to removal of the TWMF, obtain approval from the Engineer after completion of all Work within ordinary high water limits. Remove the TWMF and re-water and restore the stream flow. Maintain downstream water flow during removal of the facility. Staged or metered re-watering may be required and will be determined by the Engineer.

Measurement

00245.80 Measurement - No measurement of quantities will be made for temporary water management facilities.

Turbidity monitoring will not be required.

Payment

00245.90 Payment - The accepted quantities of temporary water management facilities will be considered incidental to Bid Item 4, 48" Culvert Replacement.

SECTION 00251 – OWNER PROVIDED MATERIALS

Section 00251, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00251.00 Scope – The following is a list of owner provided materials. All materials are to be picked up at either the Baker Creek Yard, or Public Works Facility located at 2060 NE Lafayette Ave, McMinnville Oregon. The locations are also included in the Google Earth KMZ file provided at bid time:

1. 2 ea. 48" x 22' Sections of Corrugated Metal Pipe (CMP)
2. 1 ea. Dimpled Band to join two pipe sections together
3. 60 LF 18" HDPE Double Wall Pipe
4. 5 LF 30" HDPE Pipe for Standpipe connection to tile drain

SECTION 00280 – EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications:

SECTION 00305 – CONSTRUCTION SURVEY

Comply with Section 00305 of the Standard Specifications modified as follows:

00305.00 Scope– Delete this subsection. Replace with the following:

This project work is not intended to require professional surveying. This is a maintenance project and field fitting of Full Depth Repairs (FDR) limits and culvert replacement is intended to utilize field techniques to control grade and line. YC will paint out the FDR limits to be excavated.

If Bid Schedule B work is awarded, Yamhill County will stake the Right of Way (ROW) at 50' intervals for the 7 Turn Outs (T.O.) to be constructed.

For FDR grade control work, contractor shall set 2 x 2 grade hubs at 25' spacing along the edge of pavement to be utilized as grade control for excavation (1440' Lane feet / 25 = 58 hubs). It is assumed that FDR excavation will be cut one lane at a time in order to accommodate construction traffic and avoid construction traffic on tender soils. The Hubs will give grade control along the edge of pavement and existing grades on AC at centerline will be the other grade control. A laser shall be utilized to control subgrade excavation. The contractor may provide an alternate method of grade control, but it must be approved by YC Engineering Manager.

If Bid Schedule B Turn Out construction work will also be a field fit operation, estimating the one to one (1:1) backslopes and approximate upper bench widths. The goal is to construct embankment from the Surplus FDR spoils and minimize trucking costs and disposal fees.

Measurement

00305.80 Measurement - No measurement of quantities will be made for Construction Survey.

Payment

00305.90 Payment - No payment will be made for Construction Survey. This work is considered incidental to other related work for FDR and T.O. work if awarded.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications modified as follows:

00310.80 Measurement – No measurement will be made for this work. No separate or additional payment will be made for sawcutting.

00310.90 Measurement – No payment will be made for this work. All work associated with removal of old pipe shall be considered incidental to Bid Item 4, “48 in. Culvert replacement”

SECTION 00331 – SUBGRADE STABILIZATION

Comply with Section 00331 of the Standard Specifications.

SECTION 00445 - SANITARY, STORM, CULVERT, SIPHON, AND IRRIGATION PIPE

Comply with Section 00445 of the Standard Specifications.

SECTION 00495 - TRENCH RESURFACING

Comply with Section 00495 of the Standard Specifications.

SECTION 00620 – COLD PLANE PAVEMENT REMOVAL

Comply with Section 00620 of the Standard Specifications.

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications modified as follows:

00730.11 Emulsified Asphalt – Replace sentence starting with “Furnish CCS-1, with “Furnish CCS-1H”.

00730.80 Measurement – Replace with “The quantities of Emulsified Asphalt cement used as tack will not be measured.

00730.90 Payment – Delete the first sentence and replace with “The accepted quantities of Emulsified Asphalt cement used as tack coat will be considered incidental to the ACP.”

SECTION 00740 -COMMERCIAL ASPHALT CONCRETE PAVEMENT

Comply with Section 00740 of the Standard Specifications modified as follows:

00740.45 Compacting Asphalt Concrete – Replace the section with “**Compaction to meet 92 percent of MAMD.**

SECTION 00748 – Asphalt Concrete Pavement Repair

00748.40 Excavation – Delete this section:

00748.42 (2) Geosynthetics - Overlaps – Revise 24” to 18” in this section:

EXHIBIT A

PW26001CON

PRICING SUBMITTAL FORM

Pricing Submittal Instructions. Offerors shall enter pricing and other required information for all bid Items listed in this Pricing Submittal Form. If this Pricing Submittal Form is replaced by a formal amendment issued via an Addendum, Offerors shall use the amended form to provide pricing and other required information. If the Pricing Submittal Form is only modified by an Addenda, Offerors shall follow the instructions in the Addenda for making modifications to the Pricing Submittal Form. Failure to supply the required information in the Pricing Submittal Form or subsequent Addenda may result in bid rejection as non-responsive.

Unit Pricing. The undersigned Offeror, having carefully examined the ITB, including the General Conditions, Drawings, Specifications, and all subsequent Addenda, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the **2026 North Valley Road Full Depth Repair & Culvert Replacement Project**, for the unit prices for the different items of the work and materials to be furnished as follows:

Bid Schedule A – FDR and Pipe Replacement

SCHEDULE OF ITEMS

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.0	<u>Mobilization</u>	LS	1	20,000.00	20,000.00
2.0	<u>Temp. Traffic Control Signage</u> PCMS's, barricades, signs for 12 day Rd. Closure & Detour	LS	1	15,000.00	15,000.00
2.1	<u>Flagging</u> – Day 1 Closure	Hrs	24	92.00	2,208.00
3.0	<u>10"-11" Cold Plane FDR</u>	SY	1,786	5.00	8,930.00
3.1	<u>Excavate FDR Section to SG</u> <u>21" to 22" below AC</u>	CY's	1,151	23.50	27,048.50
3.2	<u>Subgrade Geotextile</u>	SY's	1,920	0.50	960.00
3.3	<u>Place/Compact 12" Grindings</u> For FDR from <u>On-site grindings</u>	CY's	650	16.00	10,400.00
3.4	<u>Salvage/Place/Compact 6" of</u> <u>existing Base Rock as Base</u>	CY's	320	21.50	6,880.00
3.5	<u>Import, place, compact 10"</u> <u>Aggregate Base Rock</u> ** May increase to 16" If BI 3.4 matl. not salvageable	Tons	1,000**	31.00	31,000.00

3.6	<u>4 inches of Level III Hot Mix AC</u>	Tons	314	<u>115.00</u>	<u>36,110.00</u>
3.7	<u>Tensar TX5 Triaxial Geogrid or equivalent</u>	SY	3,560	<u>6.25</u>	<u>22,250.00</u>
3.8	<u>Unsuitable Excavation for SG Soft Spots – Dispose Off-Site (as needed)</u>	CY	50	<u>53.00</u>	<u>2,650.00</u>
3.9	<u>Stone Embankment (Pit Run or Quarry Rock) (as needed)</u>	Tons	90	<u>52.00</u>	<u>4,680.00</u>
4.0	<u>48" Culvert Replacement (Owner Provided Pipe)</u>	L.F.	44	<u>250.00</u>	<u>11,000.00</u>
4.1	<u>18" Culvert Replacement (Owner Provided Pipe)</u>	L.F.	52	<u>169.00</u>	<u>8,788.00</u>
4.2	<u>30" Standpipe & Rip Rap For 18" pipe install (Owner Provided Pipe)</u>	L.S	1	<u>5,200.00</u>	<u>5,200.00</u>
4.3	<u>4 inches of Level III Pipe patching</u>	Tons	18	<u>245.00</u>	<u>4,410.00</u>

Total Bid Schedule A – N.V. Rd FDR & Pipe Project (Numbers)

217,514.50 **Awarded**

Total – (Spell out in Words) Two hundred seventeen thousand five hundred fourteen dollars & fifty cents

Basis of Award at Owners Discretion (Bid Schedule A or Bid Schedule B)

Bid Schedule B – FDR, Pipe Replacement, Turn Outs

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	SCHEDULE OF ITEMS		TOTAL (IN FIGURES)
			QUANTITY	UNIT PRICE (IN FIGURES)	
1.0	<u>Mobilization</u>	LS	1	<u>20,000.00</u>	<u>20,000.00</u>
2.0	<u>Temp. Traffic Control Signage</u> PCMS's, barricades, signs for 12 day Rd. Closure & Detour	LS	1	<u>15,000.00</u>	<u>15,000.00</u>
2.1	<u>Flagging – Day 1 Closure</u>	Hrs	24	<u>92.00</u>	<u>2,208.00</u>
3.0	<u>10"-11" Cold Plane FDR</u>	SY	1,786	<u>5.00</u>	<u>8,930.00</u>
3.1	<u>Excavate FDR Section to SG</u> <u>21" to 22" below AC</u>	CY's	1,151	<u>23.50</u>	<u>27,048.50</u>

3.2	<u>Subgrade Geotextile</u>	SY's	1,920	0.50	960.00
3.3	<u>Place/Compact 12" Grindings For FDR from On-site grindings</u>	CY's	650	16.00	10,400.00
3.4	<u>Salvage/Place/Compact 6" of existing Base Rock as Base</u>	CY's	320	21.50	6,880.00
3.5	<u>Import, place, compact 10" Aggregate Base Rock</u> ** May increase to 16" If BI 3.4 matl. not salvageable	Tons	1,000**	31.00	31,000.00
3.6	<u>4 inches of Level III Hot Mix AC for FDR</u>	Tons	314	115.00	36,110.00
3.7	<u>Tensar TX5 Triaxial Geogrid or equivalent</u>	SY	3,560	6.25	22,250.00
3.8	<u>Unsuitable Excavation for SG Soft Spots – Dispose Off-Site (as needed)</u>	CY	50	53.00	2,650.00
3.9	<u>Stone Embankment (Pit Run or Quarry Rock) (as needed)</u>	Tons	90	52.00	4,680.00
4.0	<u>48" Culvert Replacement (Owner Provided Pipe)</u>	L.F.	44	250.00	11,000.00
4.1	<u>18" Culvert Replacement (Owner Provided Pipe)</u>	L.F.	52	169.00	8,788.00
4.2	<u>30" Standpipe & Rip Rap For 18" pipe install (Owner Provided Pipe)</u>	L.S	1	5,200.00	5,200.00
4.3	<u>4 inches of Level III Pipe patching</u>	Tons	18	245.00	4,410.00
5.0	<u>Staked Waddles For Turn Outs</u>	L.F.	2300	3.25	7,475.00
5.1	<u>Clearing, Grubbing, and Benching</u>	SY	2320	3.00	6,960.00
5.2	<u>Turn Out Embankment: Placement of FDR spoils In lower section of T.O.</u>	CY	804	32.00	25,728.00
5.3	<u>Import, Place, and Compact Grindings from Baker Ck.</u>	CY	1082	29.00	31,378.00

Yard

Not Awarded

~~Total For Bid Schedule B - Turn Outs (Numbers)~~

~~280,055.50~~

Total for Bid Schedule B – (Spell out in Words)

Two hundred eighty nine thousand fifty five dollars and fifty cents

Basis of Award at Owners Discretion (Bid Schedule A or Bid Schedule B)

OFFEROR NAME:

Roy Houck Construction LLC

Contact Person: Rye Houck

Telephone Number: (503) 463-7177

Email: sarah@houckco.com

Fax Number: (503) 463-4979

Federal ID Number: 27-2841744

**EXHIBIT C
CERTIFICATIONS & ACKNOWLEDGMENT FORM**

CCB REQUIREMENTS

(1) Offerors shall be licensed with the State of Oregon Construction Contractors Board (CCB) prior to bidding on Public Improvement Contracts. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RESULT IN BID REJECTION.

(2) All subcontractors participating in the project shall be similarly registered with the Construction Contractors Board at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

Offerors SHALL provide their Construction Contractors Board (ORS 701.055) registration number below:

CONSTRUCTION CONTRACTORS BOARD REGISTRATION NO.: 192510

EXPIRATION DATE OF CCB NO.: 12/13/26

ASBESTOS ABATEMENT LICENSING REQUIREMENTS

An asbestos abatement license under ORS 468A.720 will not be required of the contractor or its subcontractors.

ADDITIONAL LICENSING REQUIREMENTS

None

RESIDENCY INFORMATION

In determining the lowest responsive bid, the County shall apply the reciprocal preference as set forth in ORS 279A.120 and YCC 3.20.046.0300 – 3.20.046.0330 for a Nonresident Offeror.

"Resident Offeror" means an Offeror that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this County, and has stated in the bid whether the Offeror is a "resident Offeror". (ORS 279A.120(b))

"Nonresident Offeror" means an Offeror who is not a "Resident Offeror" as defined above.

a. Check one: Offeror is a: ☒ Resident Offeror ☐ Non-resident Offeror

b. If a Resident Offeror, enter your Oregon business address: 4444 22nd Ave NE
Salem OR 97301

c. If a Non-resident Offeror, enter state of residency and business address: _____

d. Check one: Offeror is a: ☒ Corporation ☐ Non-Profit Organization

FOREIGN CONTRACTOR: If the amount of the contract exceeds ten thousand dollars (\$10,000), and if Contractor is not domiciled in or registered to do business in the state of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the contract. The County shall be entitled to withhold final payment under the contract until Contractor has met this requirement. (ORS 279A.120(3))

CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION LAWS

By my signature on the Offeror Signature Form, Exhibit D, I certify that I am authorized to act on behalf of Offeror in this matter and that Offeror has not discriminated and will not discriminate against any disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or business that a service-disabled veteran owns, in obtaining any required subcontracts. Failure to do so shall be grounds for disqualification.

INSURANCE INFORMATION

(1) The awarded contractor may employ workers, and if the awarded contractor employs workers, the awarded contractor must obtain and at all time keep in effect Workers' Compensation Insurance. Offeror represents to the County that it presently maintains coverage sufficient to meet the requirements of Oregon law through:

Carrier: SAIF Policy No.: 756933

(2) The awarded contractor must obtain and at all times keep in effect, Commercial General Liability Insurance covering activities and operations of the awarded contractor. Commercial general liability shall cover bodily injury, death, and property damage, and shall include personal injury liability, products and completed operation insurance. Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the requirements set forth in the Oregon Tort Claims Act as codified in ORS 30.260 to 30.300. Offeror has obtained insurance required by this section through:

Carrier: Cincinnati Insurance Company Policy No.: EPP0570195

(3) The awarded contractor must maintain Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in the performance of services awarded under this ITB. Automobile Liability Insurance coverage shall be sufficient to meet the requirements set forth in the Oregon Tort Claims Act as codified in ORS 30.260 to 30.300. Offeror has obtained insurance required by this section through:

Carrier: Cincinnati Insurance Company Policy No.: EBA0570195

ADDENDA ACKNOWLEDGEMENT

(1) The County reserves the right to make changes to the Invitation to Bid and the resulting contract, by written Addenda, prior to the closing time and date. Addenda will be available at the address provided in Section B.4.1 of the ITB. The County is not responsible for an Offerors failure to receive notice of Addenda if such are advertised in the foregoing manner. Addenda shall only be issued by the County and upon issuance are incorporated into the Invitation to Bid or the resulting contract.

(2) By Offeror's signature on the Offeror Signature Form, Exhibit D, Offeror ACKNOWLEDGES, AGREES and CERTIFIES TO THE FOLLOWING:

If any Addenda are issued in connection with this ITB, Offeror has received and duly considered such Addenda, and has completed the blanks below identifying all Addenda issued, and acknowledging and agreeing to the terms of all such Addenda as those terms revise the terms, conditions, Plans and Specifications of this ITB.

Addenda: No. 1 to No. 4 Inclusive.

CERTIFICATION OF COMPLIANCE WITH TAX LAWS

By my signature on the Offeror Signature Form, Exhibit D, I hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that the contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon tax laws" are those tax laws imposed by ORS 320.005 to 320.150 and ORS 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

CERTIFICATION OF DRUG-TESTING LAW REQUIREMENTS

Pursuant to ORS 279C.505(2), the Offeror certifies by its signature on the Offeror Signature Form, Exhibit D, that it has a Qualifying Drug Testing Program in place for its employees that includes, at a minimum, the following:

- a) A written employee drug testing policy;
- b) Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis; and
- c) Required testing of a Subject Employee when the Offeror has reasonable cause to believe the Subject Employee is under the influence of drugs.

A drug testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program." An employee is a "Subject Employee" only if that employee will be working on the Project job site.

If awarded a Public Improvement Contract as a result of this solicitation, the Offeror agrees that at the time of contract execution it shall represent and warrant to the County that its Qualifying Employee Drug Testing Program is in place and will continue in full force and effect for the duration of the Public Improvement Contract. The County's performance obligation (which includes, without limitation, the County's obligation to make payment) shall be contingent on the contractor's compliance with this representation and warranty.

If awarded a Public Improvement Contract as a result of this solicitation, Offeror also agrees that at the time of contract execution, and as a condition to County's performance obligation (which includes, without limitation, the County's obligation to make payment), it shall require each subcontractor providing labor for the Project to:

- a) Demonstrate to the contractor that it has a Qualifying Employee Drug Testing Program for the subcontractor's Subject Employees, and represent and warrant to the contractor that the Qualifying Employee Drug Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or
- b) Require that the subcontractor's Subject Employees participate in the contractor's Qualifying Employee Drug Testing Program for the duration of the subcontract.

CERTIFICATION OF COMPLIANCE WITH OREGON PREVAILING WAGE LAWS

By my signature on the Offeror Signature Form, Exhibit D, Offeror certifies that it will comply with the applicable requirements of ORS 279C.800 through 279C.870, and fully understands the provisions thereunder, including, but not limited to, the following:

- a) Each worker in each trade or occupation employed in the performance of this project, either by the contractor, subcontractor, or other person doing or contracting to do or contracting for the whole or any part of the work on the project, must be paid not less than the applicable prevailing wage rate.
- b) Pursuant to ORS 279C.836, the contractor must file a public works bond with a corporate surety in the amount of \$30,000.00 with the Construction Contractors Board before starting work under the contract.
- c) Pursuant to ORS 279C.845, the contractor, or the contractor's surety, and every subcontractor, or the subcontractor's surety, must file certified statements with the County in writing, on a form prescribed by BOLI, certifying:
 - a. The hourly rate of wage paid each worker whom the contractor or the subcontractor has employed under the contract; and
 - b. That no worker employed under the contract has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract.
- d) The County is required to withhold 25% of amounts to contractors if certified payrolls are not filed by the contractor as required for work performed under this contract.

CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION LAWS

By my signature on the Offeror Signature Form, Exhibit D, I certify that I am authorized to act on behalf of Offeror in this matter and that Offeror has not discriminated and will not discriminate against any disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or business that a service-disabled veteran owns, in obtaining any required subcontracts. Failure to do so shall be grounds for disqualification.

MANAGING RETAINAGE

Pursuant to HB 2415(2019), Oregon Law now provides three options for managing retainage for construction contracts over \$500,000 in value. If the total contract price bid exceeds \$500,000, please indicate the method your firm prefers for the retainage on this contract:

- _____ (a) Deposit a bond, or securities or other instruments with the County or in a bank or trust company, and have no retainage withheld, as described in ORS 279C.560(4);
- X (b) Have the County place the retainage as it is earned in an interest-bearing bank account, at no cost to you, and after completion you will receive all of the interest earned along with your retainage, pursuant to ORS 279C.560(5); or

_____ (c) Have the County place the retainage as it is earned in an interest-bearing escrow account, where you will be responsible for the costs of the escrow, and will receive the interest along with your retainage, with the amount reduced by the fees charged by the escrow agent.

If neither option (a) nor (b) are chosen, the default method required by the law will be that the retainage goes into an escrow account as described in option (c). Offerors should be aware that, under option (c), it is possible that the escrow fees to be deducted could be as much as or greater than the interest earned on the retainage. There is no charge or deduction for option (a) or (b).

EXHIBIT D

OFFEROR SIGNATURE FORM by OFFEROR'S DULY AUTHORIZED REPRESENTATIVE

THIS BID MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR; ANY ALTERATIONS OR ERASURES TO THE BID MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Offeror that:

- (1) He/she is a duly authorized representative of the Offeror, has been authorized by Offeror to make all representations, attestations, and certifications contained in this bid and all Addenda, if any, issued.
- (2) Offeror, acting through its authorized representatives, has read and understands all bid instructions, Specifications, Plans, terms and conditions contained in this bid document (including all listed attachments and Addenda, if any, issued).
- (3) The bid submitted is in response to the specific language contained in the ITB, and Offeror has made no assumptions based upon either (a) verbal or written statements not contained in the ITB or (b) any previously-issued ITB.
- (4) The County shall not be liable for any claims or be subject to any defenses asserted by Offeror based upon, resulting from, or related to, Offeror's failure to comprehend all requirements of the ITB.
- (5) The County shall not be liable for any expenses incurred by Offeror in preparing and submitting its offer or in participating in the offer evaluation/selection process.
- (6) The Offeror agrees to be bound by and comply with all applicable requirements of ORS 279C.800 through ORS 279C.870 and the administrative rules of the Bureau of Labor and Industries (BOLI), or when applicable, the Davis-Bacon Act (40 U.S.C. 3141 to 3148), regarding prevailing wage rates.
- (7) No officer, agent, or employee of Yamhill County has a financial interest in this response, and the offer was prepared independently from all other Offerors, and without collusion, fraud, or other dishonesty.
- (8) Offeror agrees to be bound by and comply with all requirements, Specifications, Plans, terms and conditions contained in this bid (including all listed attachments and Addenda, if any, issued).
- (9) Offeror will furnish the designated item(s) or service(s) in accordance with the Specifications, Plans and requirements, and will comply in all respects with the terms of the resulting contract upon award.
- (10) Offeror certifies, to the best of its knowledge and belief that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency.
- (11) Offeror certifies that it has not and will not discriminate against a subcontractor in the awarding of a subcontractor because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055.
- (12) Offeror represents and warrants that Offeror has the power and authority to enter into and perform the contract and that the contract, when executed and delivered, shall be a valid and binding obligation of the contractor enforceable in accordance with its terms.
- (13) All affirmations and certifications contained in this bid response are true and correct.

Offeror Business Name: Roy Houck Construction LLC

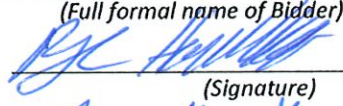
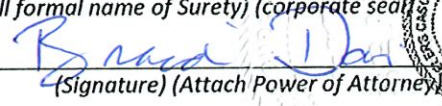
Federal Employer Identification No.: 27-2841744

Name and Title of Duly Authorized Representative:
Rye Houck Manager

Authorized Signature: _____

Date: Feb. 10, 2026

BID BOND (PENAL SUM FORM)

Bidder Name: Roy Houck Construction, LLC Address (<i>principal place of business</i>): 4444 22nd Ave. N.E. Salem, OR 97301	Surety Name: Travelers Casualty and Surety Company of America Address (<i>principal place of business</i>): One Tower Square Hartford, CT 06183
Owner Name: Yamhill County Address (<i>principal place of business</i>): 2060 NE Lafayette Ave McMinnville, OR 97128	Bid Project (<i>name and location</i>): 2026 North Valley Road Full Depth Repairs & Culvert Replacement, Yamhill County, OR Bid Due Date: February 10, 2026
Bond Penal Sum: 10% Ten Percent of Amount Bid Date of Bond: January 29, 2026	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Roy Houck Construction, LLC _____ (<i>Full formal name of Bidder</i>) By: <u></u> _____ (<i>Signature</i>) Name: <u>Ryc Houck</u> _____ (<i>Printed or typed</i>) Title: <u>Manager</u> _____ Attest: <u></u> _____ (<i>Signature</i>) Name: <u>Sarah Kennedy</u> _____ (<i>Printed or typed</i>) Title: <u>Manager</u> _____	Surety Travelers Casualty and Surety Company of America _____ (<i>Full formal name of Surety</i>) (<i>corporate seal</i>) By: <u></u> _____ (<i>Signature</i>) (<i>Attach Power of Attorney</i>) Name: Brandi Davis _____ (<i>Printed or typed</i>) Title: Attorney-in-Fact _____ Attest: <u></u> _____ (<i>Signature</i>) Name: Sami Benson _____ (<i>Printed or typed</i>) Title: Witness _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

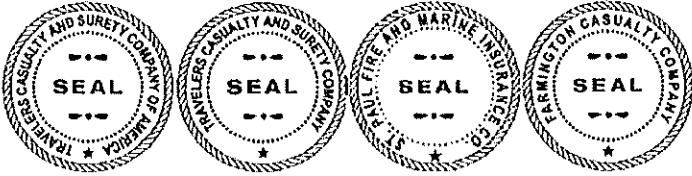


Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint Brandi Davis of Missoula, MT, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 4th day of March, 2024.



State of Connecticut

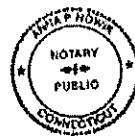
City of Hartford ss.

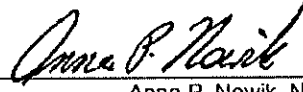
By: 
Bryce Grissom, Senior Vice President

On this the 4th day of March, 2024, before me personally appeared Bryce Grissom, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

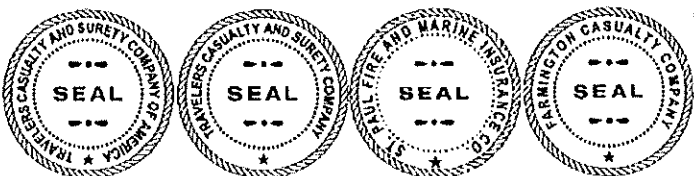
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

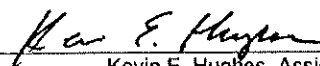
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this January 29, 2026




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME: 2026 North Valley Road Full Depth Repair & Culvert Replacement

BID #: PW26001CON CLOSING: Date: 02/10/26 Time: 2 pm

This form must be submitted at the location specified in the Invitation to Bid on the advertised closing date or within two working hours after the advertised closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
<u>none</u>		\$ <u> </u>
<u> </u>		\$ <u> </u>
<u> </u>		\$ <u> </u>
<u> </u>		\$ <u> </u>
<u> </u>		\$ <u> </u>

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form submitted by (Offeror name): Roy Houck Construction LLC

Contact name: Rye Houck Phone no.: 503-463-7177

EXHIBIT B

FIRST-TIER SUBCONTRACTOR DISCLOSURE INSTRUCTIONS AND FORM

(1) Pursuant to ORS 279C.370 and YCC 3.20.049.0360, Offerors are required to disclose information about certain first-tier subcontractors when the County estimates the contract value for a Public Improvement to be greater than \$100,000. Specifically, when the contract amount of a first-tier subcontractor furnishing labor, or labor and materials, would be greater than or equal to: (i) 5% of the project bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, the Offeror must disclose the following information about that subcontract in its bid submission or within two (2) working hours after closing:

- (a) The subcontractor's name,
- (b) Dollar value and,
- (c) The category of work that the subcontractor would be performing.

If the Offeror will not be using any subcontractors that are subject to the above disclosure requirements, the Offeror is required to indicate "NONE" on the Disclosure Form.

THE COUNTY MUST REJECT AN OFFER IF THE OFFEROR FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE.

(2) An Offeror shall submit the disclosure form required by YCC 3.20.049.0360 either in its offer submission or within two (2) working hours after closing.

Compliance with the disclosure and submittal requirements is a matter of responsiveness. Offers which are submitted by closing, but for which the disclosure submittal has not been made by the specified deadline, are not responsive and shall not be considered for contract award.

(3) The County shall obtain, and make available for public inspection, the disclosure forms required by YCC 3.20.049.0360. The County shall also provide copies of disclosure forms to the Bureau of Labor and Industries as required by ORS 279C.835. The County is not required to determine the accuracy or completeness of the information submitted. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585.

Agenda Item I4

From: [Lindsey Manfrin](#)
To: [Ken Huffer](#); [Mary Starrett](#)
Cc: [Layne Pendleton-Baker](#); [Brittany Zylstra-Stanhope](#); [Amanda Kreder](#); [Jason Henness](#); [Kaleb Clint Raever](#); [Carolina Rook](#); [Bailey Barnhart](#); [Cale George](#)
Subject: Board Consideration: OHSU Oregon Behavioral Health Coordination Center Data Sharing MOU; No Fiscal
Date: Friday, March 6, 2026 8:13:37 AM
Attachments: [2026 OBCC Behavioral Health Data Sharing MOU \(not contributing bed data\)\(1.2026\).pdf](#)
[image001.png](#)

Hi Mary and Ken,

Attached is an agreement between Yamhill County Health and Human Services and the Oregon Health and Sciences University (OHSU) allowing access to the Oregon Behavioral Health Coordination Center Data system. Effective upon execution, and active until terminated by either party. There is no funding tied to this agreement.

This is a real-time data tracking system for hospitals, health systems, and other behavior health providers and organizations in Oregon (including southwest Washington) used to capture the status of patient care beds for behavioral health patients. It is intended to assist in facilitating the coordination of transfers and placement in the appropriate care setting for such patients. No Protected Health Information will be accessed or shared under this agreement.

This is for access only; we will not be contributing data as we do not operate the types of facilities that are included.

I recommend the Board approve this agreement as written. Please let me know if you have any questions.

BOC staff, please place this item on the next Board Agenda for approval. Suggested Board Agenda Language:

“Consideration of approval of a Memorandum of Understanding between Yamhill County Health and Human Services and Oregon Health and Sciences University (OHSU) to utilize the Oregon Behavioral Health Coordination Center Data system, effective upon full execution. Oracle #HHS26003IGA.”

Thank you,

Lindsey Manfrin, DNP, RN
Health and Human Services Director
Public Health Administrator

Pronouns: she/her/hers

Yamhill County Health and Human Services | 638 NE Davis St McMinnville, OR 97128

Phone: 503-434-7525 | Cell: 971-237-2412 | Ext. 4719

Fax: [503-474-4907](tel:503-474-4907) | manfrinl@YamhillCounty.gov

Yamhill County Crisis Line (1-844-842-8200)



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MEMORANDUM OF UNDERSTANDING
OREGON BEHAVIORAL HEALTH COORDINATION CENTER
DATA SHARING

This Memorandum of Understanding ("MOU") first effective _____, 2026 ("Effective Date") is entered by and between Oregon Health and Science University ("OHSU"), and the undersigned health care facilities, organizations, and/or community behavioral health provider or organization, each referred to hereunder as a "BH Provider" and collectively the "BH Providers."

WHEREAS, coordination and placement of behavioral health patients for the care and treatment of the patient can be challenging and resources are generally limited in the communities.

WHEREAS, the State of Oregon has provided OHSU funding aimed at developing a real-time data tracking system to capture the status of beds for behavioral health patients intended to assist in coordination of appropriate placement for such patients.

WHEREAS, to help the health care community manage capacity and to facilitate hospitals and organizations awareness on a state-wide basis about bed capacity and patient placement in the appropriate care setting it is important to facilitate data sharing between hospitals and community behavioral health providers and organizations regarding the status of patient care beds for behavioral health patients ("BH Data Sharing Plan").

WHEREAS, as part of the BH Data Sharing Plan, each BH Provider agrees that no "Protected Health Information" will be shared and the sharing of the status of patient care beds is for purposes of "treatment" consistent with 45 CFR §§ 164.502(a)(1)(ii), 164.506(c), and the definition of "treatment" at 45 CFR §164.501.

WHEREAS, OHSU has engaged General Electric Company, through its division, GE Healthcare ("GE") and Highmor for data collection, hosting, collation, and providing BH Provider summary data as set forth in this MOU for the BH Data Sharing Plan.

NOW THEREFORE, OHSU and undersigned BH Provider agree as follows:

1. The purpose of this MOU is to facilitate sharing of the status of beds for behavioral health patients by BH Providers for the purpose, and no additional purpose, of efficiently and effectively tracking, coordinating, and placing behavioral health patients to assist patient care and assist hospitals, health systems, and other behavior health providers and organizations in Oregon (including southwest Washington) on a state-wide basis with capacity concerns and placement of behavioral health patients in the appropriate care setting.
2. This MOU shall be effective beginning the Effective Date and continue in effect until the BH Provider or OHSU terminates this MOU effective five (5) days after OHSU or the BH Provider provides written notice to the other party. A BH Provider that terminates its participation in this MOU will not provide Data and will not have access to or receive Data Summary information (as those terms are defined below).
3. By signing this MOU, each BH Provider is evidencing its intent to abide by the terms of the MOU and signifying the belief and commitment that accessing specific information about the status of beds for behavioral health patients is and will serve as a critical response to capacity concern and is an important aim in the coordination and placement of behavioral health patients and the medical needs of the communities served by BH Providers.

4. Consistent with the foregoing and Section 5, each BH Provider understands and agrees that OHSU collects from certain health care facilities, organizations, and/or community behavioral health provider ("Contributing BH Providers") a real-time list of relevant behavioral health beds at each Contributing BH Providers facility which are not occupied by a patient at the time of each data transmission ("Data") for each licensed acute care hospital owned or operated by the Contributing BH Provider, or in the case of a Contributing BH Provider that is not a hospital, each community organization owned or operated by such Contributing BH Provider. OHSU (through GE or as otherwise set forth in Section 5) collates the Data reported by all Contributing BH Providers and calculate and make available to Contributing BH Providers a display of the BH Providers own behavioral health information in real-time by facility and, if applicable, data displaying beds at other Contributing BH Providers ("Data Summary").
5. OHSU will delegate to GE or may delegate to Highmor the performance of OHSU's responsibilities hereunder for Data collection, collation, hosting data, and Data Summary display.
6. BH Provider understands and agrees that by entering into this MOU, OHSU is granting the BH Provider access to the Contributing BH Provider Data Summary solely for the purpose of facilitating the coordination of transfers and placement of behavioral health patients, and for no other purpose.
7. Each BH Provider agrees to implement reasonable safeguards to protect the Data and Data Summary information against intentional or unintentional impermissible uses and disclosures. BH Provider shall be responsible for BH Provider's, or any of its employees or agents, use and access to and disclosure of Data and Data Summary information. Each BH Provider agrees to promptly notify OHSU when any BH Provider user no longer is entitled to access the Data or Data Summary information.
8. No ownership rights, license or any other rights or any other intellectual property rights are conveyed by the disclosure of Data or Data Summary under this MOU.
9. Nothing in this MOU is intended to create any relationship among the BH Providers other than that of independent entities agreeing with each other solely for the purposes set forth in this MOU.
10. Nothing in this MOU precludes any BH Provider from entering into supplementary arrangements or agreements with another BH Provider or Contributing BH Provider or affects any other agreements already in force among BH Providers.
11. BH Providers agree to comply with all federal, state, county and local laws, ordinances, and regulations applicable to the information to be shared and activities to be performed under this MOU and governing the performance of BH Providers hereunder.
12. Any notices, requests, demands or other communications required or permitted to be sent hereunder shall be delivered by electronic mail to the e-mail recipient and address indicated below.
13. This MOU incorporates all of the agreements and understandings between the BH Providers and any other parties hereto, concerning the subject matter herein. With respect to the subject matter herein, no agreement or understanding of the BH Providers or such other parties or their agents shall be valid or enforceable unless stated in this MOU.
14. This MOU may be executed and delivered in counterparts by electronic signature or facsimile, each of which so executed and delivered counterpart is an original, and such counterparts, taken together, shall constitute one and the same instrument.

The undersigned BH Provider hereby agrees that this MEMORANDUM OF UNDERSTANDING sets forth the intent of the parties and to proceed in good faith in the manner provided in this MOU.

OREGON HEALTH AND SCIENCE UNIVERSITY

By: _____

Its: _____

Date: _____

Name and email address for Notices: _____

MEMORANDUM OF UNDERSTANDING
OREGON BEHAVIORAL HEALTH COORDINATION CENTER
DATA SHARING

The undersigned BH Provider, on behalf of its employees, contractors or agents, hereby agrees that this MEMORANDUM OF UNDERSTANDING, OREGON BEHAVIORAL HEALTH COORDINATION CENTER DATA SHARING sets forth the intent of the parties to proceed in good faith in the manner provided in this MOU.

BH PROVIDER:

By: _____

Its: _____

Date: _____

Name and email address for Notices: _____

Agenda Item I5

From: [Lindsey Manfrin](#)
To: [Ken Huffer](#); [Mary Starrett](#)
Cc: [Bill Michielsen](#); [Carolina Rook](#); [Bailey Barnhart](#); [Cale George](#)
Subject: Board Consideration: Permission to apply for Region 2 Healthcare Coalition Emergency Preparedness Grant
Date: Friday, March 6, 2026 9:08:20 AM
Attachments: [image001.png](#)
[Application Project Proposal Request Form BP3 \(2026.2027\).pdf](#)

Hi Mary and Ken,

I am requesting permission to apply for \$7,000 from the Oregon Health Authority. While this amount is not specifically included in our Health and Human Services Adopted Budget, we have sufficient budget authority to receive the funds if awarded.

Funds are intended to support capital and supply needs related to Public Health Emergency Preparedness work. If awarded funds will be used to purchase supplies needed to stand up alternate care sites in the event of a mass causality situation as a way to safely divert individuals with lower levels of care needs from the hospital in coordination with emergency medical services.

BOC staff, please place this item on the next Board Agenda for approval. Suggested Board Agenda language: "Authorize Lindsey Manfrin or designee on behalf of Yamhill County Health and Human Services to submit an application for funding from the Oregon Health Authority in the amount of \$7,000."

Thank you,

Lindsey Manfrin, DNP, RN

Health and Human Services Director

Public Health Administrator

Pronouns: she/her/hers

Yamhill County Health and Human Services | 638 NE Davis St McMinnville, OR 97128

Phone: 503-434-7525 | Cell: 971-237-2412 | Ext. 4719

Fax: [503-474-4907](tel:503-474-4907) | manfrinl@YamhillCounty.gov

Yamhill County Crisis Line (1-844-842-8200)



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**OR HPP Region 2 Healthcare Coalition
FY23 (7/1/26 - 6/30/2027) Budget
Project Concept Application and Review Form**

DEADLINE TO SUBMIT: *Monday, March 31st, 2026*

Submit application to: neva.m.anderson@oha.oregon.gov

Section A: Proposal Submission Guidelines and Timelines

Funding Restrictions and Limitations:

- Voting membership agencies are permitted to apply for annual coalition funding via the HPP R2 Coalition Grant.
 - Agencies must be **actively engaged with the coalition** (attend meetings, exercises, participate in collaboration, etc.)
 - If an agency requests funding for an HPP Project and does not fully execute the project, they will not be eligible for funding in the subsequent year.
-
- No one award can be less than \$ 5,000 unless authorized by HSPR.
 - Capital equipment items **are** allowed; no single item can be less than \$ 5,000. ***Items must be deployable.***
 - Recipients cannot use funds for research.
 - Awardees may not use funds for clinical care except as allowed by law. For the purposes of this FOA, clinical care is defined as "directly managing the medical care and treatment of patients."
 - Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
 - The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.
 - Awardees may not use funds for construction or major renovations.
 - Awardees may supplement but not supplant existing state or federal funds for activities described in the budget.
 - Payment or reimbursement of backfilling costs for staff is not allowed.
 - HPP funds may not be used to purchase clothing for promotional purposes, such as those items with recipient, HCC, and/or health care organization names/logos. Clothing that can be used for personal protective equipment (PPE) and/or response purposes, and can be re-issued, may be purchased.
 - Recipients may not use funds to purchase a house or other living quarters for those under quarantine.
 - Awardees may (with prior approval) use funds for overtime for individuals directly associated (listed in personnel costs) with the award.
 - HPP awardees cannot use funds to support standalone, single-facility training or exercises.
 - Funding to individual healthcare entities is not permitted to be used to meet CMS conditions of participation.
 - Non-public road vehicles: HPP grant funds **can** (with prior approval) be used to purchase health care coalition material-handling equipment (MHE) such as industrial or warehouse-use trucks to be used to move health care coalition materials, supplies and equipment (such as forklifts, lift trucks, turret trucks, etc.). Vehicles must be of a type not licensed to travel on public roads.

**OR HPP Region 2 Healthcare Coalition
FY23 (7/1/26 - 6/30/2027) Budget
Project Concept Application and Review Form**

- HPP grant funds **cannot** be used to purchase over-the road passenger vehicles.
- HPP grant funds **can** (with prior approval) be used to procure leased or rental vehicles as means of transportation for carrying people (e.g., passenger cars or trucks) during times of need. Examples include transporting health care coalition leadership to planning meetings, to an exercise, or during a response.
- HPP grant funds **can** (with prior approval) be used to procure leased or rental vehicles for movement of materials, supplies and equipment by HCC members.
- HPP grant funds **can** (with prior approval) be used for health care coalitions to make transportation agreements with commercial carriers for movement of health care coalition materials, supplies and equipment. There should be a written process for initiating transportation agreements (e.g., contracts, memoranda of understanding, formal written agreements, and/or other letters of agreement).

Project Timeline and Funding:

Tentative budget for the coalition: \$160,526

***Dates are tentative since NOA (Notice of Award) has not been received; official timelines not yet confirmed from federal partners.**

Project submission guidelines and application - OPEN	March 1 st , 2026
Project application submission DEADLINE	March 31 st , 2026
Application Review Process	April 2026
Funding decision notification sent to all applicants	Friday, May 15 th , 2026 @ HCC Meeting
Contract signed & returned to HSPR within 30 days of receipt	September 2026 *
Awardee mid-year report due to HSPR	Thursday, February 1 st , 2027
All final requests for reimbursement due – final year report due	Friday, May 31 st , 2027

**OR HPP Region 2 Healthcare Coalition
FY23 (7/1/26 - 6/30/2027) Budget
Project Concept Application and Review Form**

Directions for Completing Application:

- Enter data into fields (boxes) associated with each entry area by selecting (i.e. clicking into) the data entry field. The rows will expand if additional space is needed.
- Be brief, provide concise information with specific details regarding costs and program/project elements.

SECTION B: Project Concept Application

Date: Prepared by:

Submitted By: Organization:
Phone Number: Email:

Responsible Financial Entity: Who will be responsible for signing grant award/contract?

Project Title:	
Project Partners:	
Is this a Regional* Project: Yes ☐ No ☐ *Will be deployable or benefit multiple organizations in more than one county.	Which disciplines will this benefit? ☐ Hospital ☐ EMS ☐ Public Health ☐ Emergency Management ☐ MRC ☐ Other:

Project Budget:

- Provide amount (\$) and description of expenses in each category (or list as N/A). A detailed budget sheet may be attached to support this application.
- Include total projected number of attendees who will benefit (if this is for training or exercises).
- Note: Capital/durable 'Equipment' is any SINGLE item that has a value of \$5000 or more.
- Note: 'Supplies' are any items, DURABLE or NON-DURABLE that have a value LESS THAN \$5000.

CATEGORY	AMOUNT REQUESTED (\$)	SUMMARY EXPLANATION In support of Capability to be developed/enhanced and Project Description. <u>Expand as needed.</u> (Course name/item type/scope/#units/etc. Does NOT need a specific vendor identified)
Training		
Equipment		
Exercises		
Durable Supplies		
Non-Durable Supplies		
Planning or OTHER		

OR HPP Region 2 Healthcare Coalition

FY23 (7/1/26 - 6/30/2027) Budget

Project Concept Application and Review Form

TOTAL PROJECT:

\$

Project Description:

(Additional Pages May be Added)

Which of the Four Healthcare Preparedness & Response Capabilities does the project address?

Check all that apply.

For reference: Use the attached spreadsheet titled "2019 HPP Capabilities. Objectives. Activity".

List the corresponding Objective and Activity by Number for each Capability.

For example:
O1, O3
A3, A7

☐

O _____

A _____

Capability 1: Foundation for Health Care and Medical Readiness

Goal of Capability 1: The community's health care organizations and other stakeholders—coordinated through a sustainable HCC—have strong relationships, identify hazards and risks, and prioritize and address gaps through planning, training, exercising, and managing resources.

☐

O _____

A _____

Capability 2: Health Care and Medical Response Coordination

Goal of Capability 2: Health care organizations, the HCC, their jurisdiction(s), and the ESF-8 lead agency plan and collaborate to share and analyze information, manage and share resources, and coordinate strategies to deliver medical care to all populations during emergencies and planned events.

☐

O _____

A _____

Capability 3: Continuity of Health Care Service Delivery

Goal of Capability 3: Health care organizations, with support from the HCC and the ESF-8 lead agency, provide uninterrupted, optimal medical care to all populations in the face of damaged or disabled health care infrastructure. Health care workers are well-trained, well-educated, and well-equipped to care for patients during emergencies. Simultaneous response and recovery operations result in a return to normal or, ideally, improved operations.

☐

O _____

A _____

Capability 4: Medical Surge

Goal of Capability 4: Health care organizations—including hospitals, EMS, and out-of-hospital providers—deliver timely and efficient care to their patients even when the demand for health care services exceeds available supply. The HCC, in collaboration with the ESF-8 lead agency, coordinates information and available resources for its members to maintain conventional surge response. When an emergency overwhelms the HCC's collective resources, the HCC supports the health care delivery system's transition to contingency and crisis surge response and promotes a timely return to conventional standards of care as soon as possible.

**OR HPP Region 2 Healthcare Coalition
FY23 (7/1/26 - 6/30/2027) Budget
Project Concept Application and Review Form**

SECTION C: For HCC Budget Committee Review Only

Project Team Concerns/Analysis:

This section is used to highlight any concerns or special considerations such as potential conflicts of interest, unusual or objectionable conditions, etc.

Project Team Recommendation for HPP Funding

- ☐ No
☐ Yes as submitted
☐ Yes with modified budget of \$
Reason for modified budget:

HCC Coalition Decision/Vote:

Coalition Date Meeting:

- ☐ Not approved
☐ Yes as submitted
☐ Yes with modified budget of \$
Reason for modified budget: