



# BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, January 3, 2018  
10:00 a.m. - Room 308

## BOARD MEETING AGENDA

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### **CALL TO ORDER/FLAG SALUTE**

### **MINUTES:**

Minutes, December 27, 2017 Board meeting.  
Minutes, December 27, 2017 Staff meeting.

### **VISITOR COMMENTS - 5 MINUTE LIMIT**

### **MATTERS:**

- 1) Select Chair of the Board for 2018;  
Select Vice-Chair of the Board for 2018;  
Appoint Budget Officer for 2018;  
Set Board Meeting Dates/Times for 2018;  
Set Staff Meeting Dates/Times for 2018.
- 2) 2<sup>nd</sup> Reading of Ordinance No. 2017-4, "In the Matter of Establishing the Columbia County CZ Trail Advisory Committee".

### **CONSENT AGENDA:**

- (A) Ratify the Select to Pay for the week of 01.01.18.
- (B) Certificate and Release of Trust Deed for Grantor Starr and Beverly McMillen loan dated May 12, 1999 and Authorize the Chair to Sign.
- (C) FINAL ORDER NO. 1-2018, In the Matter of the Application by William Cumby for an Indoor Marijuana Growing Operation in the RR-5 (Rural Residential – 5 Acre) Zone near Rainier, Oregon (Application No. MO 18-02 & CU 18-04)

### **AGREEMENTS/CONTRACTS/AMENDMENTS:**

- (D) Amendment # 1 to ODOT Agreement Number 31454 between ODOT Rail and Public Transit Division and Columbia County.

### **DISCUSSION ITEMS:**

**COMMISSIONER HEIMULLER COMMENTS:**

**COMMISSIONER MAGRUDER COMMENTS:**

**COMMISSIONER TARDIF COMMENTS:**

**EXECUTIVE SESSION:**

*Pursuant to ORS 192.640(1), the Board of County Commissioners reserves the right to consider and discuss, in either open session or Executive Session, additional subjects which may arise after the agenda is published.*

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

In the Matter of Establishing                   )  
The Columbia County CZ Trail                    )  
Advisory Committee                            )           ORDINANCE NO. 2017-4

The Board of County Commissioners for Columbia County, Oregon ordains as follows:

**SECTION 1. TITLE**

This Ordinance shall be known as Ordinance No. 2017-4, the Columbia County CZ Trail Advisory Committee Ordinance.

**SECTION 2. AUTHORITY**

This Ordinance is adopted under the authority of ORS 203.035.

**SECTION 3. PURPOSE**

The purpose of this Ordinance is to establish a committee which shall serve in an advisory capacity to the Columbia County Board of Commissioners concerning the development of the County’s Crown Zellerbach Trail.

**SECTION 4. HISTORY**

The Crown-Zellerbach Trail (“CZ Trail”) is a 23-mile linear trail that stretches from Chapman Landing in Scappoose to the edge of the City of Vernonia. The property lies along a trail constructed in the early 1800s to transport logs harvested from County forests. The trail was purchased by the Crown Zellerbach Corp. and converted to a road in the 1950s. It was then sold to Hancock Timber Resources, which maintained the road for access and fire suppression until the corridor was purchased by Columbia County in December, 2004. In 2006, the County formed an ad hoc advisory committee to study how to develop the trail into a recreational facility for bicycle riders, pedestrians and equestrian use. A Concept Plan to guide the committee through development of the trail was also drafted. Work on the project slowed in 2010, although discussions regarding acquisition or right-of-way of a portion of the trail in Vernonia connecting to the Banks-Vernonia Trail, disposition of Camp 8 as a possible equestrian camp, and clarification of uses at Chapman Landing continued. The County dedicated the CZ Trail as a County Recreational Facility by Order No. 41-2013 on August 28, 2013. The County now desires to establish a formal advisory committee to advise the Board of County Commissioners on the continued development of the CZ Trail.

**SECTION 5. ADOPTION**

The Columbia County CZ Trail Advisory Committee Ordinance, which is attached hereto, labeled Exhibit "A", and is incorporated herein by this reference, is hereby adopted.

**SECTION 6. SEVERABILITY**

If by any provision of this Ordinance, including Exhibit "A," is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the remaining portions thereof.

**SECTION 7. AMENDMENTS.**

The Board of County Commissioners may, by order, amend Exhibit "A", as may be necessary to correct scrivener's errors.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Approved as to form by

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Office of County Counsel

By: \_\_\_\_\_  
Henry Heimuller, Chair

Attest:

By: \_\_\_\_\_  
Margaret Magruder, Commissioner

By: \_\_\_\_\_  
Recording Secretary

By: \_\_\_\_\_  
Alex Tardif, Commissioner

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Effective Date: \_\_\_\_\_

## EXHIBIT "A"

### COLUMBIA COUNTY CZ TRAIL ADVISORY COMMITTEE

#### SECTION 1: COLUMBIA COUNTY CZ TRAIL ADVISORY COMMITTEE CREATED; MEMBERSHIP

- A. Creation. There is hereby created the Columbia County CZ Trail Advisory Committee (hereinafter referred to as the "CZ Trail Advisory Committee"). Notwithstanding Ordinance No. 94-2009, the Columbia County Forest, Parks & Recreation Ordinance, the CZ Trail Advisory Committee shall advise the Board of County Commissioners related to the development, planning, operation and maintenance of the CZ Trail.
- B. Membership. The CZ Trail Advisory Committee shall consist of seven regular members and up to two alternate members appointed by the Columbia County Board of Commissioners (hereinafter referred to as the "Board"). Members shall be appointed from interested persons among the following persons: Residents living in the vicinity of the CZ Trail; representatives of federal, state and local agencies or jurisdictions involved in park, trail or recreation facilities, roads or forest management; representatives of cycling, hiking and equestrian groups; member/s of local watershed councils; and representatives from local logging companies. One member of the Committee shall be a member of the Columbia County Forest, Parks and Recreation Advisory Commission.

The Board may appoint up to two alternate members of the CZ Trail Advisory Committee. The alternate members may be called in to serve in the absence of a quorum of regular members. In addition, alternate members may be called in to serve when regular members take a leave of absence. The alternate members may be called in to serve in accordance with an order of priority established by the Board of County Commissioners.

- C. Removal. CZ Trail Advisory Committee members may be removed by the Board, after hearing, for misconduct or nonperformance of duty.
- D. No compensation. Members of the CZ Trail Advisory Committee shall serve without compensation other than reimbursement for duly authorized expenses. The Board may, by order, establish a per diem allowance and mileage expenses and otherwise authorize reimbursement of expenses.
- E. Terms/Vacancy. Appointments shall be initially staggered in terms of two to four years so that continuity of the CZ Trail Advisory Committee is assured. Thereafter, new appointments shall be for four-year terms. If at any time the terms of the members are no longer staggered, the Board may appoint members to terms of less than four years until the terms are again sufficiently staggered. Vacancies shall be filled for the unexpired term of the previous member.

- F. Role of Staff. The Director of General Services (the “Director”) is appointed to manage and staff the CZ Trail Advisory Committee. The Director shall attend all meetings of the Commission and act as liaison between the Commission and the Board. Additional staff shall serve at the pleasure of the Board of County Commissioners.
- G. Appointments Following Vacancy. The Board of Commissioners shall appoint members to the CZ Trail Advisory Committee to fill vacancies upon nomination by the CZ Trail Advisory Committee. If nominations are not received in a timely manner by the Board, the Board may conduct outreach for qualified members interested in serving, and may appoint members from such search. Member vacancies shall be filled for the remaining term of the vacant position, if any.

## **SECTION II. MEMBERSHIP REQUIREMENTS; POLICIES**

- A. Advisory Committee. The CZ Trail Advisory Committee shall act in an advisory capacity to the Board of County Commissioners with respect to the development of the CZ Trail.
- B. CZ Trail Advisory Committee requirements. CZ Trail Advisory Committee members shall at all times adhere to the following membership requirements:
  - 1. Meetings. Members shall attend meetings. It is the responsibility of members to notify staff of an intended absence from a meeting. If a member has two unexcused absences in a twelve month period, the Chair may ask for their resignation. If the member does not respond to the request within 30 days, the Chair shall notify the Board of County Commissioners of the unexcused absences and recommend that the Board remove the member.
  - 2. Conflicts of Interest. Members shall adhere to all state laws, rules and regulation regarding conflicts of interest and rules of ethics for public officials.
  - 3. Policies and Procedures. The CZ Trail Advisory Committee shall adopt and adhere to policies and procedures which shall not be inconsistent with the Ordinance or applicable laws, rules or regulations. A copy of all policies and procedures shall be provided to the Board of County Commissioners and to the Office of County Counsel.

## **SECTION III. MEETING PROCEDURES**

- A. Compliance with Public Meeting Act. The CZ Trail Advisory Committee will conduct meetings in accordance with ORS 192.610 through ORS 192.690.
- B. Regular Meetings. The CZ Trail Advisory Committee shall establish a regular public meeting schedule annually as provided in its policies and procedures.
- C. Special Meetings. The CZ Trail Advisory Committee may hold special meetings and emergency meetings in compliance with ORS 192.610 through ORS 192.690.

- D. Roberts Rules of Order. Meetings shall be conducted in accordance with Robert's Rules of Order.
1. Public Comment. The Chair shall allow public comment during all regular meetings. Public comment may be limited to three (3) minutes. The CZ Trail Advisory Committee shall aspire to conduct outreach to the public through standard information dissemination regarding its progress on general trail development, to the extent practicable.
  2. Compliance with Law. Meetings shall be held in compliance with Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1993, and will all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, including the Americans with Disabilities Act of 1990, ORS 659.45, and all regulations and administrative rules established pursuant to those laws.
  3. Quorum. A majority of appointed members shall constitute a quorum.

#### **SECTION IV. OFFICERS AND COMMITTEES**

- A. Officers. The CZ Trail Advisory Committee shall elect one member to serve as Chair of the CZ Trail Advisory Committee, one member to serve as Vice-Chair with the power to act as the Chair in the Chair's absence. The Chair and Vice-Chair shall serve two year terms. Officers shall be elected at the first regular meeting.
- B. Duties of Chair. The Chair shall:
1. Preside over and be entitled to vote at all meetings of the CZ Trail Advisory Committee at which s/he is present.
  2. Serve as executive officer of the CZ Trail Advisory Committee.
  3. Facilitate leadership.
  4. Ensure correct meeting procedure is followed. Decisions may be made by a majority of the members present provided the members present constitute a quorum of the entire membership.
- C. Duties of Vice-Chair. The Vice-Chair performs the duties of the Chair in the absence of the Chair and performs such other duties as assigned by the Chair.
- D. Teams and Sub-Committees:
1. The Chair may appoint one or more committees upon approval of the CZ Trail Advisory Committee.
  2. Sub-Committees and teams shall consist of at least three (3) members. A majority of a subcommittee/team shall constitute a quorum.

3. Teams and Sub-Committees shall comply with Oregon's public meetings laws.



**TRUST DEED**

*THIS TRUST DEED, made this 12th day of May 1999, between  
Starr & Beverly A. McMillen, as Grantor,  
Key Title Company, as Trustee, and  
County of Columbia, as Beneficiary*

**WITNESSETH:**

*Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Columbia County, Oregon, described as:*

Beginning at a point which is North 86 degrees 39 minutes West 1289.3 feet from the East quarter corner of Section 10, Township 5 North, Range 4 West, Willamette Meridian, Columbia County, Oregon; said point being on the East and West centerline of said Section 10; thence North 0 degrees 15 minutes East a distance of 21.5 feet to the Westerly right of way line of the Nehalem Highway; thence along said Westerly right of way line of the Nehalem Highway South 42 degrees 18 minutes East a distance of 30.7 feet; thence South 42 degrees 18 minutes East a distance of 23.2 feet; thence South 45 degrees 34 minutes East a distance of 126.8 feet; thence South 75 degrees 35<sup>1998</sup> minutes West a distance of 165.4 feet; thence South 3 degrees 21 minutes West a distance of 137.08 feet to the center of the Nehalem River; thence down the said center of the Nehalem River North 89 degrees 43 minutes West a distance of 20.02 feet; thence North 3 degrees 21 minutes East a distance of 288.16 feet to the said East and West center line of said Section 10; thence South 86 degrees 39 minutes East a distance of 44.5 feet to the point of beginning.

\*1/2

*FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of TWENTY FIVE THOUSAND AND NO/100THS Dollars (\$25,000.00), with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the full payment of principal and interest hereof, if not sooner paid, to be due and payable upon sale or transfer of title to the property by any means or when subject property is no longer the primary residence of the borrower.*

*The date of maturity of the debt secured by this instrument is the date, stated above, on which the full payment of the note becomes due and payable.*

*This Trust deed shall further secure the payment of any additional money, if any, as may be loaned hereafter by the beneficiary to the grantor or others having an interest in the above described property, as may be evidenced by an Additional Advanced Note or Notes. This use of the term "Note" hereinafter shall be construed to include any additional Advanced Note or Notes unless the context otherwise indicates.*

**NOTE:** The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agent thereof, or an escrow agent licensed under ORS 696.505 to 696.535.

07-1706

<b>TRUST DEED</b>	
Starr & Beverly A. McMillen 64479 Nehalem Hwy N. Vernonia, OR 97064 Grantor	I hereby certify that this within instrument was received, read and recorded in the County of Columbia, State of Oregon.  07425 '99 MAY 24 P 3:49
County of Columbia Columbia County Courthouse St. Helens, OR 97051 Beneficiary	
After Recording Return To (Name, Address, Zip) Community Action Team, Inc. 474 Milton Way St. Helens, OR 97051	ELIZABETH HUSER, County Clerk By: <i>G. Long</i> Deputy Receipt # 11553 of Page 4 FEES \$ 20.00

*To protect the security of this trust deed, grantor agrees:*  
 1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of the property.  
 2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when all cost incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the building now or hereafter erected on the property against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in amount not less than FULL VALUE, written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by the beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations herein described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property herein said, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

6. To pay all costs, fees, and expenses of this trust including the cost of title search as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all the property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees if necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as such shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "persons or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall not be less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less cost and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in grantor's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.733, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would then not be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which the sale may be postponed as provided by law. The trustee may sell the property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to any successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto

and that the grantor will warrant and forever defend the same against all persons whomsoever.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:

(a) primarily for grantor's personal, family or household purposes (see Important Notice below),

(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgees, of the contract secured hereby, whether or not named as a beneficiary herein.

In construing this trust deed, it is understood that the grantor, trustee and / or beneficiary may be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written.

\*IMPORTANT NOTICE: Delete, by lining out, whichever warrant (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures.

*Starr McMillen*  
Starr McMillen

*Beverly A. McMillen*  
Beverly A. McMillen

STATE OF OREGON, County of Columbia )ss.

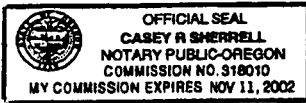
This instrument was acknowledged before me on May 12, 1999  
by Starr McMillen and Beverly A. McMillen

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_

by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_



*Casey R. Sherrell*  
Notary Public for Oregon  
My commission expires Nov 11, 2002

REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)

To: \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed the estate now held by you under the same.

Mail reconveyance and documents to \_\_\_\_\_

DATED \_\_\_\_\_, 19\_\_\_\_

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

Beneficiary

**PROMISSORY NOTE**

This 12th day of May, 1999  
(\$25,000.00)

I (or if more than one maker) we, jointly and severally promise to pay to the order of County of Columbia at Columbia County Courthouse St. Helens, OR 97051, TWENTY FIVE THOUSAND AND NO/100THS Dollars, (\$25,000.00) ; payable in one (1) installment at the date and in the amount as follows: The full amount of the loan becomes due and payable upon sale or transfer of title to the property by any means or when subject property is no longer the primary residence of the borrower; additionally a one-time repayment fee in the amount of : ONE THOUSAND THREE HUNDRED AND NO/100THS Dollars, (\$1,300.00); shall be due and payable with the loan balance totalling TWENTY SIX THOUSAND THREE HUNDRED AND NO/100THS Dollars, (\$26,300.00) payment in full.

If this note is placed in the hands of an attorney, I / We promise and agree to pay the reasonable attorney's fees and collection costs of the holder hereof, and if suit or action is filed hereon, also promise to pay (1) holder's attorney's fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by appellate court, as the holder's reasonable attorney's fees in the appellate court.

Starr McMillen  
Starr McMillen

Beverly A. McMillen  
Beverly A. McMillen

STATE OF OREGON, County of Columbia ss.

12th Day of May, 1999

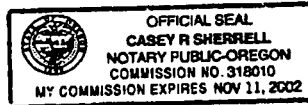
Personally appeared the aboved named:

Starr & Beverly A. McMillen

and acknowledged the foregoing instrument to be his / her voluntary act and deed.

Before me:

(Official Seal)



Casey R. Sherrell

Notary Public for Oregon, My commission expires: Nov. 11, 2002

**AFFIDAVIT OF LOST INSTRUMENT AND INDEMNITY AGREEMENT**

This agreement is given as an inducement to Ticor Title, as trustee so that it will execute a Deed of Reconveyance to the property described in the following Trust Deed, which secures a Note of the same date and amount, both executed by:

Grantor: Starr & Beverly A. McMillen  
To Trustee: Key Title Company, an Oregon corporation  
For Beneficiary: County of Columbia  
Amount: \$25,000.00  
Dated: May 12, 1999  
Recorded: May 24, 1999  
In Fee No.: 99-07425  
Records of Columbia County, Oregon

The undersigned Beneficiary hereby attests and swears, under penalty of perjury, to the following:

- 1. That the undersigned is the legal owner and holder of all indebtedness secured by the above Note and Trust Deed;
- 2. That the undersigned has made no assignment of its interest in said Note or Trust Deed, neither wholly, or in part nor as collateral security.
- 3. That the original Note and Recorded Trust Deed (indicate which) executed by the above Grantor have been lost, misplaced or destroyed and have not been found after due and diligent search;
- 4. That all sums payable by reason of the terms of the above Note have been fully paid and satisfied, receipt for which is hereby acknowledged;
- 5. That all the terms, provisions and agreement contained in the above Note and Trust Deed have been fully performed and satisfied and should be discharged of record by the Trustee.

NOW THEREFORE, in consideration of reconveying the property described in the above Trust Deed to Grantor without surrender of the original executed Note and/or recorded Trust Deed, the undersigned Beneficiary hereby promises, covenants and agrees to hold harmless, protect and indemnify from and against any and all liabilities, losses, damages, expenses and charges, including but not limited to attorney's fees and expenses of litigation that may be sustained by the undersigned Beneficiary's inability to surrender such Note and/or Trust Deed.

The undersigned Beneficiary fully understands that in making these statements and promises that Ticor Title is relying thereon and that Ticor Title is hereby requested to issue its Deed of Reconveyance, without warranty pursuant to statute, to the above Grantor.

DATED: \_\_\_\_\_, 2017

BENEFICIARY:

\_\_\_\_\_  
\_\_\_\_\_

State of OR, County of Columbia )ss.

This instrument was acknowledged before me on \_\_\_\_\_, 2017  
by \_\_\_\_\_, as \_\_\_\_\_, of County of  
Columbia.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

CENTRAL OFFICE  
125 N. 17th St.  
St. Helens, Oregon 97051  
Voice (503) 397-3311  
Fax (503) 397-3290  
Administration  
Information & Referral Ext. 274

FISCAL OFFICE  
124 N. 18th St.  
St. Helens, Oregon 97051  
Voice (503) 366-6570  
(503) 366-6565  
(503) 366-6569  
Fax (503) 366-7906

COMMUNITY DEVELOPMENT PROGRAMS  
125 N. 17th St.  
St. Helens, Oregon 97051  
(503) 397-3511 Ext. 279  
Housing Development  
Community Facilities  
HOUSING CENTER  
(800) 404-2311  
Housing Information & Referral  
Homeowner & Tenant Trainings  
Home Ownership Assistance

SEC-HELP HOUSING  
New Construction Sweet County  
(503) 366-6599  
HOUSING REHABILITATION  
Rehabilitation  
Washburn  
Astoria  
(503) 325-8099  
(503) 325-8098  
Columbia  
(503) 397-1675  
(800) 955-1675

EMERGENCY HOUSING PROGRAM  
125 N. 17th St.  
St. Helens, OR 97051  
(503) 336-8296  
(800) 404-2311

CARING OPTIONS  
CHILD CARE PROGRAM  
125 N. 17th St.  
St. Helens, Oregon 97051  
(503) 397-3511 Ext. 277  
Child Care Referrals  
Tillamook  
(503) 842-3367  
(866) 466-4391  
Astoria  
(503) 325-1057  
(866) 309-2273

CHILD & FAMILY  
DEVELOPMENT PROGRAM  
PO Box 10, 108 W. B. St.  
Ratons, Oregon 97048  
(503) 356-3736  
Head Start  
Healthy Start  
KID CARE PROGRAM  
380 Columbia Blvd.  
St. Helens, Oregon 97051  
(503) 366-6545

ENERGY SERVICES PROGRAM  
125 N. 17th St.  
St. Helens, Oregon 97051  
(503) 397-4951  
(866) 722-4951  
Energy Efficiency Assistance  
Consumer Education  
Tillamook  
(503) 842-3367  
(866) 722-4951  
Astoria  
(866) 722-4951

SENIOR, RESERVE & VETERANS  
SERVICE PROGRAMS  
125 N. 17th St.  
St. Helens, OR 97051  
(503) 366-6543  
Respite Care, OPI  
Senior Support & Nutrition Programs  
Veterans Service Program  
125 N. 17th St.  
St. Helens, OR 97051  
(503) 366-6380



## COMMUNITY ACTION TEAM, INC.

"BUILDING BRIDGES TO SELF-SUFFICIENCY"



APPROVED. DATE: 6-4-2008  
x Beverly A. McMillan

May 6, 2008

Acceptance Capital Mortgage  
Attn: Stuart  
Fax #: 425-732-8196

re: McMillan Derby Pay-off

On May 5, 2008 you requested a payoff amount for mortgages made by Starr McMillan and Beverly A. McMillan to Community Action Team, Inc., the first of \$5,300.00, which is dated April 15, 1988 and recorded by the Columbia County Clerk in Instrument #88-3198 Record of Mortgages on July 12, 1988 and the second to Community Action Team, Inc. of \$15,015.00, which is dated May 12, 1999 and recorded by the Columbia County Clerk in Instrument #99-07428 Record of Mortgages on May 24, 1999.

Upon receipt of TWENTY THOUSAND THREE HUNDRED FIFTEEN AND NO/100THS dollars (\$20,315.00), to the Community Action Team, Inc. will recognize the above-mentioned security instrument and debt as fully paid and cleared. At such time, Community Action Team, Inc. will sign the Satisfaction of Mortgage and the Reconveyance of Trust Deed, thereby releasing Starr McMillan and Beverly A. McMillan from all obligations pertaining to these debts and mortgages.

The Columbia County Loan is dated May 12, 1999 and recorded by the Columbia County Clerk in Instrument #99-07425 on May 24, 1999. Upon receipt of TWENTY SIX THOUSAND THREE HUNDRED AND NO/100THS (\$26,300.00), County of Columbia will recognize the above mentioned security instrument and debt as fully paid and cleared.

Please note: this loan is 0% deferred payment loan. There is a Prepayment fee attached to the Promissory Note, which is due and payable with the original loan amount, along with any other attached Promissory Notes.

Please make separate checks to:

**\$20,315.00 to Community Action Team, Inc.**

**\$26,300.00 to County of Columbia**

Please mail both checks to:

Community Action Team, Inc.  
Attn: Katie Lewis  
125 N 17th St.  
St. Helens, OR 97051.

If there are questions concerning this matter, please call me at 503-397-1675 or email me at [kewis@cat-team.org](mailto:kewis@cat-team.org)

Sincerely,  
*Katie Lewis*  
Katie Lewis  
Loan Specialist/Administrative Assistant

Serving Columbia, Clatsop, and Tillamook Counties for over Forty-One Years

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of the Application by William Cumby     )  
for an Indoor Marijuana Growing Operation in the     )  
RR-5 (Rural Residential – 5 Acre) Zone near Rainier,     )     FINAL ORDER NO. 1-2018  
Oregon (Application No. MO 18-02 & CU 18-04)     )

WHEREAS, on August 2, 2017, William Cumby (hereinafter “applicant”) submitted an application for Marijuana Operation Permit (MO 18-02) and Conditional Use Permit (CU 18-04) to allow an indoor Marijuana Growing Operation on an approximately 5.07-acre property in the RR-5 (Rural Residential – 5 Acre) Zone. The subject property is located at 28934 Grandview Road, near Rainier, Oregon, and is identified as Tax Map ID No. 7218-010-01301; and

WHEREAS, County planning staff deemed the application complete on August 7, 2017, and following proper notice, the Planning Commission held a hearing on the application on September 11, 2017; and

WHEREAS, after receiving testimony and evidence, the Planning Commission deliberated and voted to approve the application with conditions; and

WHEREAS, the Planning Commission’s decision was timely appealed to the Board of Commissioners (“Board”) by Craig Bergerson; and

WHEREAS, following proper notice, the Board held a hearing on the application on December 20, 2017 and after closing the hearing, continued their deliberations to December 27, 2017; and

WHEREAS, on December 27, 2017, the Board deliberated and voted to approve the application (MO 18-02 and CU 18-04) with conditions as set forth in the Staff Report dated December 13, 2017;

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

- A. The Board of County Commissioners adopts the following findings in support of its decision:
  - 1. The above recitals; and
  - 2. The findings and conclusions in the Staff Report to the Board of County Commissioners dated December 13, 2017, which is attached hereto as Attachment A and incorporated herein by this reference, to the extent those findings are consistent with this Final Order; and
  - 3. The following supplemental findings:

- a. The Board heard objections to the application on the basis that there is insufficient water available to support the use. Section 1503.5(C) of the Columbia County Zoning Ordinance (CCZO) provides:

“The characteristics of the site are suitable for the proposed use considering the size, shape, location, topography, existence of improvements, and natural features;”

The findings in the staff report describe the applicant’s proposal to harvest rain water for grow operation. The applicant confirmed in testimony that he has installed two 2500 gallon water tanks. In addition, the applicant testified that his grow operation will be within a closed system, in which water will be collected through dehumidifiers and will go back into the tanks. The applicant has worked as a chemical engineer and a general contractor and possesses knowledge and skills to design and build an efficient water collection system for his grow operation. The Board finds that based on the evidence in the record, the applicant has demonstrated that he has taken measures to provide sufficient water to support the proposed use.

- b. The Board also received testimony from the surrounding property owners who objected to the application based on environmental, safety, and transportation impacts, as well as objecting to commercial activity in general in their neighborhood. CCZO Section 1503.5(E) provides:

“The proposed use will not alter the character of the surrounding area in a manner which substantially limits, impairs, or precludes the use of the surrounding properties for the primary uses listed in the underlying district;”

For the reasons that follow, the Board finds that the proposed use complies with CCZO Section 1503.5(E) and that the objections raised do not identify impacts that alter the character of the area in a manner that will substantially limit, impair or preclude the primary uses allowed in the RR-5 zone.

As an initial matter, the Board finds that the objection to commercial activity in general in the RR-5 zone lacks merit. With the exception of marijuana grow operations, which are conditional uses, the RR-5 zone allows other farm and forest uses – which are commercial uses – outright. Accordingly, growing crops (indoors or outdoors), raising livestock, and harvesting timber are commercial uses that could take place on the subject property without any additional land use approval. Thus, in the absence of the proposed use,



commercial activity is allowed on this RR-5-zoned property, and the objection to commercial activity does not demonstrate a failure to comply with the applicable criteria.

The surrounding property owners also raised concerns about potential environmental and safety impacts, in particular: odor, noise, runoff from water containing pesticides, and increased traffic. As mentioned, above, farm and forestry uses are allowed outright in the RR-5 zone. It is worth noting that such uses could generate the similar impacts cited here – odor (such as from livestock), water runoff containing pesticides, noise from farm and forestry equipment, and additional truck traffic. However, marijuana growing is unique and can require additional measures to mitigate impacts.

One environmental impact the surrounding property owners raised that is unique to marijuana growing is the pungent, often skunky odor that presents during flowering. The applicant proposes to mitigate the impacts of this odor by growing the marijuana plants within a fully enclosed grow building inside the shop building. Because carbon dioxide for the plants will be generated inside the grow building, the building will be sealed, with no air intake. The applicant will also install an air filtration system to filter the air between the indoor grow building and the shop building prior to growing marijuana. Moreover, the shop building sits on a 5-acre property, approximately 80 feet from the nearest side property line and hundreds of feet from the nearest residence. Thus, in addition to being fully enclosed and air-filtered, the grow operation will also have ample physical separation from nearby residences to mitigate potential odors. The Board finds that with the applicant's proposed measures and the building's distance from nearby residences, the odors will not alter the character of the area in a manner that substantially limits, impairs, or precludes the use of the surrounding properties for the primary uses allowed in the RR-5 zone.

The Board also heard concerns about the potential noise impacts from the air filtration system. As mentioned, the shop building is on a 5-acre property and is hundreds of feet from the nearest residence. The distance between the shop building and neighboring residences is a mitigating factor for noise. Moreover, according to the applicant, the prior owner operated a small millworks business with a paint booth in the existing shop building. Yet, the Board heard no testimony that the prior millwork shop produced noise impacts. Based on the evidence in the record, the Board finds that the noise of the air filtration system will not alter the character of the area in manner that would substantially limit, impair or preclude neighboring RR-5 primary uses.

Another concern of neighboring property owners is the impact of water runoff containing pesticides. Pesticides are commonly used in growing crops, and as mentioned, the RR-5 zone allows for farm use. There is no evidence in the record to indicate that pesticide use for marijuana growing is any different from any other farm use that would be allowed on the property. The Board finds that the presence of pesticides here would be similar to that of any other crop that could be grown on the property. Therefore, the Board finds that the impacts from water runoff will not alter the character of the area in a manner that substantially limits, impairs, or precludes the use of the surrounding properties for RR-5 primary uses.

Finally, the Board heard concerns about increased traffic. The proposed use will not include a dispensary or retail store for selling product. And although the applicant had originally planned to have water delivered to the site by truck, he now plans to harvest rain water instead. Aside from the water trucks, which are no longer proposed, there is no evidence in the record to indicate that the marijuana grow operation will generate more vehicle trips than any other farm use that would be allowed on the site. The Board finds that the increase in traffic will not alter the character of the area in a manner that substantially limits, impairs, or precludes the use of the surrounding properties for the primary uses in the RR-5 zone.

B. Based on the foregoing and the whole record on this matter, the Board of County Commissioners **APPROVES MO 18-02 and CU 18-04** for an indoor Marijuana Grow Operation on the approximately 5.07-acre subject property located in the RR-5 zone, subject to the following conditions:

1. **This Marijuana Growing Operation Permit shall remain valid for four (4) years from the date of the final decision.** This permit shall become void, unless the proposal has commenced with a development permit, in conformance with all conditions and restrictions established herein within the four-year validity period.
2. Marijuana is a Schedule I drug under the federal Controlled Substances Act (CSA), and its manufacture, distribution, and possession remain prohibited under federal law. This application has been approved under state and local law. However, this land use approval provides no immunity from federal prosecution for violation of the CSA.
3. The applicant shall annually submit to the County written confirmation documenting that the State of Oregon has approved (1) the subject property and facility as a Registered Marijuana Grow/Production Site, and (2) that the applicant has a License or is Registered to Produce Marijuana on the subject property.

Failure to submit this annual documentation to Land Development Services shall invalidate the Marijuana Operation Permit authorized through the approval of MO 18-02 & CU 18-04.

4. Any future expansions and/or new structures related to the marijuana grow operation shall be required to (1) comply with Sections 1803.2(c) additional siting requirements, and (2) be approved by the County Building and Planning Officials for building and Zoning Code compliance.
5. If the owner/operator wants to install a sign advertising the facility, they shall first get a sign permit from LDS. Any future onsite signage shall be required to comply with the applicable provisions of Section 1300 of the Zoning Ordinance.
6. MO 18-02 shall be limited to five (5) employees to include the resident/owners.
7. If the applicant is planning on using water storage tanks in order to store water for future use, he must submit an updated site plan showing the location and capacity of all tanks.
8. The following shall be completed prior to Building Permit issuance for the structures as authorized through the approval of MO 18-02:
  - a. The applicant shall provide the County confirmation from OLCC that the applicant has completed the majority of the licensing process. This will authorize the use of proposed structures as described in MO 18-02.
  - b. The applicant shall submit a revised agricultural waste water plan and statement for the post use/disposal of process water. This documentation shall allow the County to confirm the wastewater generated from the proposed marijuana grow system is disposed of appropriately and complies with the minimum provisions in the OAR 340-071-0130(4).
  - c. The County shall receive written documentation from the District 18 Watermaster confirming the applicants irrigation supply is a legal source of water for the Commercial Marijuana Producer Water Use requirements in OAR 845-025-1030(6)(g)(D) in compliance with the State of Oregon's water use rights in ORS 537.
  - d. The applicant shall submit a current copy of his Oregon State Driver's License showing that he is the resident of the subject property.

- e. The applicant shall consult and receive approval from Columbia River Fire and Rescue prior to the establishment and use of any CO2 burners in this marijuana grow operation.
9. The following shall be completed prior to the commencement of growing any marijuana on the subject property as authorized through the approval of MO 18-02:
- a. Written confirmation from the State of Oregon documenting the site presented for MO 18-02 is a current Registered Marijuana Grow Site and the applicants have a current License to Produce Marijuana authorized per the applicable provisions in ORS 475B.
  - b. The applicant shall install an air filtration system to mitigate any odors that may emanate from the structure.
10. The Department of Land Development Services reserves the right to review the application again in the future if it determines that the approved Marijuana Operation Permit is in noncompliance with any of the conditions of approval herein.
11. This Conditional Use Permit shall be applicable to this proposal only, the current owner/applicant, and shall not run with the land.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Henry Heimuller, Chair

By: \_\_\_\_\_  
Margaret Magruder, Commissioner

By: \_\_\_\_\_  
Alex Tardif, Commissioner

Approved as to form

By: \_\_\_\_\_  
Office of County Counsel

AMENDMENT NUMBER 1  
ODOT GRANT AGREEMENT NO. 31454  
Columbia County

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as **State**, and **Columbia County**, hereinafter referred to as **Recipient**, entered into an Agreement on **October 21, 2016**. Said Agreement is to secure financial assistance to complete the activities described in Exhibit A.

It has now been determined by State and Recipient that the Agreement referenced above, although remaining in full force and effect, shall be amended to revise the statement of work to change the fuel type.

**Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to "Exhibit A" shall hereinafter be referred to as "Revised Exhibit A."**

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**SIGNATURE PAGE TO FOLLOW**

**Columbia County**, by and through its

\_\_\_\_\_

By \_\_\_\_\_  
(Legally designated representative)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**

Michael Ray  
230 Strand Street  
Saint Helens, OR 97051  
1 (503) 366-8505  
michael.ray@co.columbia.or.us

**State Contact:**

Jamey Dempster  
555 13th Street NE  
Salem, OR 97301  
1 (503) 731-8563  
James.DEMPSTER@odot.state.or.us

**State of Oregon**, by and through its  
Department of Transportation

By \_\_\_\_\_  
H. A. (Hal) Gard  
Rail and Public Transit Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_ Andrew O'Keefe

Date \_\_\_\_\_ 12/28/2017

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

Amendment changes to this Agreement are within the scope of the original or previously amended version; therefore, legal sufficiency review is exempt under OAR 137-045-0050(2).

**Revised Exhibit A  
 Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: 5339 Columbia County 31454 Discretionary Capital</b>				
<i>Vehicle Replacement Category E (1)</i>				
<i>Vehicle Replacement Category C (1)</i>				
<b>Item #1: Vans</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$35,000.00	\$29,750.00	\$5,250.00	Local
<b>Item #2: Bus 30ft</b>				
	\$150,000.00	\$127,500.00	\$22,500.00	Local
<b>Sub Total</b>	\$185,000.00	\$157,250.00	\$27,750.00	
<b>Grand Total</b>	<b>\$185,000.00</b>	<b>\$157,250.00</b>	<b>\$27,750.00</b>	

● 1. PROJECT DESCRIPTION

*This Agreement provides funding to purchase passenger transportation vehicle(s) to be used to provide public transportation service. Public transportation service is defined as service to the general public or special populations such as seniors and individuals with disabilities. Recipient may use the vehicle(s) to coordinate public and human service transportation services with other agencies.*

2. PROJECT DELIVERABLES, SCHEDULE and USE

*Recipient shall Purchase 1 transit vehicle as follows: Useful life: 4 years and/or 100,000 miles; approximate length: less than 22 feet; estimated number of seats: 3-14; estimated number of ADA securement stations 1; fuel type: gasoline.*

*Recipient shall purchase 1 transit vehicle as follows: useful life: 7 years and/or 200,000 miles; approximate length: 25-30 feet; estimated number of seats: 16-30; estimated number of ADA securement stations 2; fuel type: diesel.*

*Purchase includes all equipment and supplies necessary to put the vehicle(s) into service.*

*The following vehicle(s) have been approved for replacement in this Agreement (VIN, Description, OPTIS number):*

*1GBDV13157D129372 --- 2007 Chevrolet Uplander --- V000066  
 1GBE5V1247F415578 --- 2007 Chevrolet El Dorado --- V000070*

*All purchases and installations must be completed prior to the expiration date of this Agreement. Expected order date: 9/1/2016; expected delivery date: 6/30/2018.*

*If Recipient does not purchase from the State Price Agreement contracts managed by the Oregon Department of Administrative Services, Requests for Proposals to procure the vehicle must be reviewed by State prior to solicitation for bids. All vehicle orders will be reviewed by State prior to submission to selected vendor.*

*State will retain title to all vehicles as primary security interest holder as long as the vehicles remain in active public transportation service. Recipient shall not lease the vehicle(s) to another agency without the permission of State. Recipient shall request permission from State to release title for disposal when planning to sell or transfer a vehicle which has exceeded the minimum useful standard for age or mileage, and must notify State when actual disposal has been completed. Recipient must request permission from State in advance to transfer or otherwise dispose of a vehicle prior to its meeting federal useful life standards. Recipient must request permission from State to release title for changes.*



### 3. PROJECT ACCOUNTING and MATCH

*Eligible expenses that may be charged to this Agreement include grant administration, cost of procurement process, delivery charges, and post-delivery inspections. Aftermarket equipment, graphics and other items directly associated with this vehicle and required to put the vehicle into service are eligible. Extended warranty is an eligible expense; however, the eligible warranty shall not exceed the defined useful life of the vehicle. Licensing and other post-delivery expenses are not eligible for reimbursement.*

*Recipients will provide match from eligible sources. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.*

### 4. REPORTING and INVOICING REQUIREMENTS

*Recipient will provide reporting information as prescribed by State on vehicle(s) purchased under this agreement as long as the vehicle(s) remain in public transportation service.*

*Recipient will submit a request for reimbursement in a format provided by State. Requests must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement, pre-award and post-delivery certification forms which document compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business Enterprise requirements.*