



**Agenda**  
**Tuesday, March 28, 2023**  
**1pm**  
**Columbia Development Authority**  
**Board Meeting**  
**By ZOOM**

Note: please join us by **Zoom**.

**Welcome and Greetings from**  
**Introductions CDA Board Members**

**CDA Board Members:**

- Chairman, Kim Puzey, Port of Umatilla
- Vice Chair, Lisa Mittelsdorf, Port of Morrow
- John Shafer, Umatilla County
- Don Sampson, CTUIR
- Jeff Wenholz, Morrow County
- Alternate Umatilla County Dan Dorran, Alternate Port of Umatilla Robert Blanc, Alternate Port of Morrow Joe Taylor, Alternate CTUIR Kat Brigham, Alternate Morrow County David Sykes

**CDA Staff:** Greg Smith, CDA Director, Debbie Pedro, CDA Assistant

**Guests Introductions** and members of the press:

**Consent Agenda**

1. Approve CDA Board Meeting and Executive Session Minutes February 28, 2023
2. Approve the CDA- BEO February 2023 Statement \$142,626.71 and QuickBooks February 2023 Balance Sheet and P/L 142,626.71.
3. Port of Morrow Report on Grant Expenditures through February 2023.

**Action Items:**

1. Policies
2. Leases

**Old Business:**

1. RFP update
2. UEC Easement/s
3. Business Oregon – Ryan DeGrofft



## New Business

1. CDA transfer to CTUIR 4019 acres
2. Economic Development Updates by CDA Members

Other:

## Public Comment

## Adjourn

## Executive Session

**Note:** If an item is to move to an Executive Session the board chairman will make the recommendation at this time.

*An Executive Session will be held to consider information or records that are exempt by law from public inspection, including attorney-client privileged information or records, and to conduct deliberations with persons designated by the Board to negotiate real property transactions. The executive session is being held pursuant to ORS 192.660(2)(e) and ORS 192.660(2)(f). Further pursuant to ORS 192.660(2)(f), a public body "has the authority to meet in executive session to obtain other professional legal services from its legal counsel." Or. Dept of Justice, Attorney General's Public Records and Meetings Manual 2019: Public Meetings, Voting § (E)(1)(h)*

*ORS 192.660 subsection 5 When a governing body convenes an executive session under subsection (2)(h) of this section relating to conferring with counsel on current litigation or litigation likely to be filed, the governing body shall bar any member of the news media from attending the executive session if the member of the news media is a party to the litigation or is an employee, agent or contractor of a news media organization that is a party to the litigation.*

## Return to Regular Session

## Adjourn

Join Zoom Meeting

<https://us02web.zoom.us/j/84034775464?pwd=aDRaTIVSYXZXdzUrbFhHZDRvazA1Zz09>

Meeting ID: 840 3477 5464

Passcode: 039461

One tap mobile

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Dial by your location

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Meeting ID: 840 3477 5464

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Find your local number: <https://us02web.zoom.us/u/kcbgscSpW4>



**MINUTES**  
**Tuesday, February 28, 2023**  
**1pm**  
**Columbia Development Authority**  
**Board Meeting**  
**By ZOOM**

Note: please join us by **Zoom**.

**Welcome and Greetings from**  
**Introductions CDA Board Members**

**CDA Board Members:**

- Chairman, Kim Puzey, Port of Umatilla
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- Don Sampson, CTUIR
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**CDA Staff:** Greg Smith, CDA Director, Debbie Pedro, CDA Assistant

**Elizabeth Howard, Schwabe** - CDA Attorney

**Guests Introductions** and members of the press: Robert Johnson, Bob Waldher, JR Cook, Patrick Collins, Robert Eckenrode, Bill Key, Mike McBean, Michele Slater, Bill Saporito, Byron Smith, Erica Lasater, Michele Lanigan, Gibb Evans, KC Klosterman, Dan Hester, Ryan DeGrofft,

**Consent Agenda**

1. Approve CDA Board Meeting Minutes January 24, 2023
2. Approve the CDA- BEO January 2023 Statement \$142,626.71 and QuickBooks January 2023 Balance Sheet and P/L \$142,626.71. Note: 1-5-23 a deposit was made in the amount of \$8,000 for sub-lease by Columbia Basin Farms.
3. Port of Morrow Report on Grant Expenditures through January 2023.

**A Motion was made by Mr. Taylor to approve the consent agenda; second by Jeff Wenholz, Motion Carries.**

**Old Business:**

1. Deed Update
2. OLDCC Grant Budget Review April 2023-March 2024 The budget included a new position under Project Manager and included the following: Planning Support Services and an increase in legal support services as well as CDA staff wages and benefits, supplies, office rent and operational expenses. **A Motion was made by Mr. Sampson to approve the 2023-2024 CDA OLDCC Grant Budget, 2<sup>nd</sup> by Mr. Taylor, Motion Carries.**



3. **Business Oregon – Ryan DeGrofft shared a opportunity about touring a large-scale project at Center Point, a former military installation. The site visit opportunity with Business Oregon may be of help as the CDA develops the depot and learn Center Points success story and they were able to develop the property there. Ryan suggested the month of May for the site visit. Mr. Sampson shared the Center Point website, was very informative. A Motion was approved for staff to work with Mr. DeGrofft and Business Oregon to apply for the funding for a site visit and tour the development, was made by Mr. Sampson; second by Mr. Taylor, Motion Carries.**
4. **Project Letter of Intent**  
**The CDA board suggested more time to review the project letter. Mr. Sampson shared that a collaboration with the project could be of interest and shared the appreciation for the work this project has accomplished.**

#### **New Business**

1. **Economic Development Updates by CDA Members A round table of CDA board members shared projects they are working on and recent accomplishments.**

Other:

**Mr. Burns with Swanson Insurance Group through Special Districts Insurance shared that the best estimate for an insurance premium would be \$58,000 and once the land becomes annexed into the Hermiston Fire District One the premium would be much less possibly round \$38,000.**

#### **Public Comment**

**Adjourn 2:11pm**

#### **Executive Session**

**There was an Executive Session.**

**Note:** If an item is to move to an Executive Session the board chairman will make the recommendation at this time.

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Return to Regular Session

**There were no further decisions made and the meeting was Adjourned**



## Columbia Development Authority

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9:27 AM

03/22/23

Accrual Basis

**Columbia Development Authority**  
**Balance Sheet**  
As of February 28, 2023

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	<u>Feb 28, 23</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
CDA Checking Account-BEO	142,626.71
Total Checking/Savings	<u>142,626.71</u>
Total Current Assets	<u>142,626.71</u>
<b>TOTAL ASSETS</b>	<b><u>142,626.71</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
Unrestricted Net Assets	134,626.71
Net Income	8,000.00
Total Equity	<u>142,626.71</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>142,626.71</u></b>

Columbia Development Authority  
**Profit & Loss**  
February 2023

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	Feb 23
Net Income	<u>0.00</u>

9:28 AM

03/22/23

**Columbia Development Authority**  
**Reconciliation Summary**  
CDA Checking Account-BEO, Period Ending 02/28/2023

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	<u>Feb 28, 23</u>
Beginning Balance	142,626.71
Cleared Balance	142,626.71
Register Balance as of 02/28/2023	142,626.71
Ending Balance	142,626.71



9:28 AM

03/22/23

**Columbia Development Authority**  
**Reconciliation Detail**  
CDA Checking Account-BEO, Period Ending 02/28/2023

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Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						142,626.71
Cleared Balance						142,626.71
Register Balance as of 02/28/2023						142,626.71
Ending Balance						<u>142,626.71</u>

# CDA GRANT EXPENDITURES

PORT OF MORROW | 4-1-2022 THRU 2-28-2023 | AS OF 3-20-2023 | CL090-22-01 |

## WAGES

04/12/22 Payroll Bi-Weekly 4/8/2022	7,916.00
04/26/22 Payroll Bi-Weekly 4/22/2022	7,916.00
05/10/22 Payroll Bi-Weekly 5/6/2022	7,698.08
05/24/22 Payroll Bi-Weekly 5/20/2022	7,843.36
06/07/22 Payroll Bi-Weekly 6/3/2022	7,698.08
06/21/22 Payroll Bi-Weekly 6/17/2022	7,698.08
07/05/22 Payroll Bi-Weekly 7/1/2022	7,770.72
07/19/22 Payroll Bi-Weekly 7/15/2022	7,705.40
08/02/22 Payroll Bi-Weekly 7/29/2022	7,705.40
08/16/22 Payroll Bi-Weekly 8/12/2022	7,931.80
08/30/22 Payroll Bi-Weekly 8/26/2022	8,008.10
09/13/22 Payroll Bi-Weekly 9/9/2022	7,855.50
09/27/22 Payroll Bi-Weekly 9/23/2022	8,008.10
10/11/22 Payroll Bi-Weekly 10/7/2022	8,084.40
10/25/22 Payroll Bi-Weekly 10/21/2022	8,008.10
11/08/22 Payroll Bi-Weekly 11/4/2022	7,931.80
11/22/22 Payroll Bi-Weekly 11/18/2022	8,008.10
12/06/22 Payroll Bi-Weekly 12/2/2022	7,931.80
12/20/22 Payroll Bi-Weekly 12/16/2022	8,084.40
01/03/23 Payroll Bi-Weekly 12/30/2022	7,983.20
01/17/23 Payroll Bi-Weekly 1/13/2023	7,906.40
01/31/23 Payroll Bi-Weekly 1/27/2023	8,002.40
02/14/23 Payroll Bi-Weekly 2/10/2023	7,964.00
02/28/23 Payroll Bi-Weekly 2/24/2023	7,944.80

**LRA TOTAL WAGES**

**400.4200.00**

**\$189,604.02**

**P/R COST 42%**

**415.4200.00**

**\$79,633.69**

**PAYROLL COSTS | LRA TOTAL**

**4XX.4200.00**

**\$269,237.71**

## CONTRACT SERVICES

4/30/2022 ANDERSON PERRY & ASSOCIATES - PROFESSIONAL SERVICES	7,282.82
5/31/2022 ANDERSON PERRY & ASSOCIATES - PROFESSIONAL SERVICES	13,550.33
6/30/2022 ANDERSON PERRY & ASSOCIATES - PROFESSIONAL SERVICES	4,242.50
7/31/2022 ANDERSON PERRY & ASSOCIATES - PROFESSIONAL SERVICES	9,593.76
8/31/2022 ANDERSON PERRY & ASSOCIATES - PROFESSIONAL SERVICES	5,920.00
2/16/2023 FIRST AMERICAN TITLE INSURANCE CLOSING FEE	20,000.00

**CONTRACT SERVICES | LRA TOTAL**

**506.4200.00**

**\$60,589.41**

**TELEPHONE**

4/30/2022 DEBORAH PEDRO - APRIL PHONE	100.00
4/30/2022 GREGORY SMITH - APRIL PHONE	100.00
5/31/2022 DEBORAH PEDRO - MAY PHONE	100.00
5/31/2022 GREGORY SMITH - MAY PHONE	100.00
6/30/2022 DEBORAH PEDRO - JUNE PHONE	100.00
6/30/2022 GREGORY SMITH - JUNE PHONE	100.00
7/31/2022 DEBORAH PEDRO - JULY PHONE	100.00
7/31/2022 GREGORY SMITH - JULY PHONE	100.00
8/30/2022 DEBORAH PEDRO - AUGUST PHONE	100.00
8/30/2022 GREGORY SMITH - AUGUST PHONE	100.00
9/30/2022 DEBORAH PEDRO - SEPTEMBER PHONE	100.00
9/30/2022 GREGORY SMITH - SEPTEMBER PHONE	100.00
10/30/2022 DEBORAH PEDRO - OCTOBER PHONE	100.00
10/30/2022 GREGORY SMITH - OCTOBER PHONE	100.00
11/30/2022 DEBORAH PEDRO - NOVEMBER PHONE	100.00
11/30/2022 GREGORY SMITH - NOVEMBER PHONE	100.00
12/31/2022 DEBORAH PEDRO - DECEMBER PHONE	100.00
12/31/2022 GREGORY SMITH - DECEMBER PHONE	100.00
1/31/2023 DEBORAH PEDRO - JANUARY PHONE	100.00
1/31/2023 GREGORY SMITH - JANUARY PHONE	100.00
2/28/2023 DEBORAH PEDRO - FEBRUARY PHONE	100.00
2/28/2023 GREGORY SMITH - FEBRUARY PHONE	100.00

**TELEPHONE | LRA TOTAL**

**515.4200.00**

**\$2,200.00**

**SUPPLIES**

4/22/2022 VISA 8246** - 8246: OFFICE SUPPLIES	64.10
5/22/2022 VISA 8246** - 8246: OFFICE SUPPLIES	281.86
6/21/2022 VISA 8246** - 8246: SUPPLIES & STORAGE	91.15
7/22/2022 VISA 8246** - 8246: office supplies	16.58
8/22/2022 VISA 8246** - 8246: office supplies and OWL	1,791.34
9/21/2022 VISA 8246** - 8246: Google storage	1.99
10/23/2022 VISA 8246** - 8246: OFFICE SUPPLIES, SHIPPING FEES	541.24
11/21/2022 VISA 8246** - 8246: Google storage	1.99
12/22/2022 VISA 8246** - 8246: OFFICE SUPPLIES & Google storage	97.47
1/22/2023 VISA 8246** - 8246: OFFICE SUPPLIES CHAMBER LUNCH & Google storage	42.98
2/22/2023 VISA 8246** - 8246: OWL SUPPLIES, NAME BADGES, MISC. SUPPLIES	499.07
2/28/2023 VISA 8246** - 8246: Google storage	1.99

**SUPPLIES | LRA TOTAL****550.4200.00****\$3,431.76****LEGAL**

5/13/2022 SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	39,513.50
5/16/2022 SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	20,391.00
5/16/2022 SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	4,680.00
5/30/2022 SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	23,041.00
5/30/2022 SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	633.50
6/30/2022 SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	20,943.00
7/30/2022 SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	29,407.50
8/31/2022 SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	4,889.36
8/31/2022 SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	798.00
8/31/2022 SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	1,083.00
9/30/2022 SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	12,642.00
9/30/2022 SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	8,907.00
9/30/2022 SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	399.00
10/30/2022 SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	9,167.13
11/30/2022 SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	9,204.00
11/30/2022 SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	260.00
12/30/2022 SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	19,699.50
1/11/2023 SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	8,322.00
1/31/2023 SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	7,470.00
2/28/2023 SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	29,421.00

**LEGAL | LRA TOTAL****555.4200.00****\$250,871.49**

**ADS & PUBLICATIONS**

2/20/2023 VISA 8246** - 8246: ADVERTISING RFP ENGINEER	240.9
2/28/2023 SYKES PUBLISHING LLC - AD - NOTICE ENGINEER RFP	85.6
2/28/2023 OREGON MEDIA GROUP - ANNOUNCEMENT/PUBLIC NOTICE RFP ENGINEER	147.9

**ADS & PUBLICATIONS TOTAL****560.4200.00****\$474.40****TRAVEL**

4/30/2022 D. PEDRO REIMB. Depot tour/CDA board mtg/Umatilla chamber lunch	106.47
4/30/2022 G SMITH REIMB. Depot tour/CDA board mtg/Umatilla chamber lunch	106.47
5/31/2022 DEBORAH PEDRO - REIMB. depot tours, chamber mtg, water mtg	93.01
5/31/2022 G SMITH REIMB. TC Energy Mtg, Tri Cities Dev.Mtg, Water Mtg	70.78
6/21/2022 VISA 8246** - 8246: DEPARTMENT OF DEFENSE CONF.REGISTRATION	595.00
6/21/2022 VISA 6348** - 6348: travel exp. Project Visit Nikola/TC Energy	2,432.59
6/28/2022 BOARDMAN CHAMBER OF COMMERCE - Luncheon - Debbie	15.00
6/30/2022 DEBORAH PEDRO - REIMB. chamber mtg	50.31
6/30/2022 GREGORY SMITH - REIMB.: TRAVEL EXP.	61.70
7/22/2022 VISA 8246** - 8246: County Planners mtg, SKY NRG Utility mtg	294.85
7/31/2022 DEBORAH PEDRO - REIMB. planners mtg, BRAC, board mtg	128.75
7/31/2022 G. SMITH REIMB. Board mtg/planners mtg,/BRAC/SkyNRG project mtg	258.75
8/30/2022 GREGORY SMITH - REIMB.: Depot tours	67.50
8/30/2022 DEBORAH PEDRO - REIMB. DEPOT TOURS, Mtg's, Board Training	143.75
9/21/2022 BOARDMAN CHAMBER OF COMMERCE - Luncheon - Debbie	15.00
9/30/2022 D. PEDRO Mileage Reimb chamber/OMD Ceremony/Port Umatilla mtg	80.00
9/30/2022 GREGORY SMITH - REIMB.: OMD Ceremony	20.00
10/23/2022 VISA 6348** - 6348: AIRFARE - ADC	695.18
10/30/2022 DEBORAH PEDRO - Mileage Reimb: DEPOT TOURS, CHAMBER MTGS	247.50
10/30/2022 DEBORAH PEDRO - expense reimb.: ADC Air Fare	787.23
10/30/2022 GREGORY SMITH - REIMB.: Depot tours & Board mtg	133.75
10/30/2022 VISA 6348** - 6348: AIRFARE - ADC mtg expenses	429.96
10/31/2022 VISA 8246** - 8246: ADC travel exp	19.55
11/21/2022 VISA 8246** - 8246: ADC mtg in Phoenix	1,359.10
11/21/2022 VISA 6348** - 6348: AIRFARE - ADC mtg in Phoenix	1,925.91
11/30/2022 DEBORAH PEDRO - reimb: ADC, Irrigon Chamber Luncheon, Depot tours	133.52
11/30/2022 GREGORY SMITH - REIMB.: ADC mtg	113.39
12/31/2022 DEBORAH PEDRO - reimb: ADC, Irrigon Chamber Lunch & depot mtg	42.50
12/31/2022 GREGORY SMITH - Mileage Reimb: Depot tour	25.00
1/31/2023 DEBORAH PEDRO - reimb: Mtg's, depot tours	72.70

1/31/2023 GREGORY SMITH - Mileage Reimb: MEETINGS	29.47
2/28/2023 DEBORAH PEDRO - reimb: Mtg's, depot tours	179.47
2/28/2023 VISA 8246** - 8246: BRAC MTG IN DC	974.41

**TRAVEL | LRA TOTAL**
**570.4200.00**
**\$11,708.57**
**EDUCATION CDA**

8/22/2022 VISA 8246** - 8246: Oregon economic development training	213.80
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**EDUCATION CDA | LRA TOTAL**
**573.4200.00**
**\$213.80**
**DUES & SUBSCRIPTIONS**

5/19/2022 ASSOCIATION OF DEFENSE COMM. - MEMBERSHIP DUES	450.00
7/22/2022 VISA 8246** - 8246: Domain renewal, google cloud storage	193.99
10/1/2022 HERMISTON CHAMBER OF COMMERCE -#823 MEMBERSHIP DUES 2023	325.00
10/19/2022 SPECIAL DISTRICT INSURANCE - CDA MEMBERSHIP DUES	140.00
10/23/2022 VISA 8246** - 8246: GOOGLE STORAGE	1.99
10/30/2022 UMATILLA CHAMBER OF COMMERCE - CHAMBER MEMBERSHIP DUES	120.00
11/30/2022 VISA 8246** - 8246: BUSINESS NAME FILING FEE	50.00
12/21/2022 BOARDMAN CHAMBER OF COMMERCE - MEMBERSHIP DUES CDA	165.00
12/27/2022 IRRIGON CHAMBER OF COMMERCE - 2023 DUES CDA	50.00
1/22/2023 VISA 8246** - 8246: Condon Chamber Membership	100.00
1/31/2023 VISA 8246** - 8246: Zoom Subscription	99.59

**DUES & SUBSCRIPTIONS | LRA TOTAL**
**580.4200.00**
**\$1,695.57**
**LEASE EXPENSE**

4/30/2022 LRA Lease	2,906.83
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5/31/2022 LRA Lease	2,906.83
6/30/2022 LRA Lease	2,906.83
7/31/2022 LRA Lease	2,906.83
8/31/2022 LRA Lease	2,906.83
9/30/2022 LRA Lease	2,906.83
10/31/2022 LRA Lease	2,906.83
11/30/2022 LRA Lease	2,906.83
12/31/2022 LRA Lease	2,906.83
1/31/2023 LRA Lease	2,906.83
2/28/2023 LRA Lease	2,906.83

<b>LEASE EXPENSE   LRA TOTAL</b>	<b>594.4200.00</b>	<b>\$31,975.13</b>
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<b>TOTAL OF LEDGER</b>	<b>EXPENSES YEAR TO-DATE</b>	<b>\$632,397.84</b>
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<i>LESS QUARTER 1 GRANT ACCRUAL</i>	\$ (192,986.47)
<i>Q1 MATCH (5 ENTITIES x \$4,288.59) THROUGH 6/30/2022</i>	\$ (21,442.95)
<i>LESS QUARTER 2 GRANT - RECEIVED 12/9/2022</i>	\$ (147,839.00)
<i>Q2 MATCH (5 ENTITIES x \$3,285.30)</i>	\$ (16,426.50)
<i>LESS QUARTER 3 GRANT - RECEIVED 1/25/2023</i>	\$ (110,955.00)
<i>Q3 MATCH (4 ENTITIES x \$2,466.00) - RECEIVED</i>	(9,864.00)
<i>Q3 MATCH (1 ENTITIES x \$2,466.00) - NOT YET RECEIVED</i>	(2,466.00)

<b>EXPENSES TOWARDS 4<sup>TH</sup> QTR ENDING 3/31/2023</b>	<b>\$130,417.92</b>
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# CDA GRANT EXPENDITURES

PORT OF MORROW | 4-1-2022 THRU 2-28-2023 | AS OF 3-20-2023 | CL090-22-01 |

## WAGES

	04/12/22 Payroll Bi-Weekly 4/8/2022	7,916.00
	04/26/22 Payroll Bi-Weekly 4/22/2022	7,916.00
	05/10/22 Payroll Bi-Weekly 5/6/2022	7,698.08
	05/24/22 Payroll Bi-Weekly 5/20/2022	7,843.36
	06/07/22 Payroll Bi-Weekly 6/3/2022	7,698.08
	06/21/22 Payroll Bi-Weekly 6/17/2022	7,698.08
	07/05/22 Payroll Bi-Weekly 7/1/2022	7,770.72
	07/19/22 Payroll Bi-Weekly 7/15/2022	7,705.40
	08/02/22 Payroll Bi-Weekly 7/29/2022	7,705.40
	08/16/22 Payroll Bi-Weekly 8/12/2022	7,931.80
	08/30/22 Payroll Bi-Weekly 8/26/2022	8,008.10
	09/13/22 Payroll Bi-Weekly 9/9/2022	7,855.50
	09/27/22 Payroll Bi-Weekly 9/23/2022	8,008.10
	10/11/22 Payroll Bi-Weekly 10/7/2022	8,084.40
	10/25/22 Payroll Bi-Weekly 10/21/2022	8,008.10
	11/08/22 Payroll Bi-Weekly 11/4/2022	7,931.80
	11/22/22 Payroll Bi-Weekly 11/18/2022	8,008.10
	12/06/22 Payroll Bi-Weekly 12/2/2022	7,931.80
	12/20/22 Payroll Bi-Weekly 12/16/2022	8,084.40
	01/03/23 Payroll Bi-Weekly 12/30/2022	7,983.20
	01/17/23 Payroll Bi-Weekly 1/13/2023	7,906.40
	01/31/23 Payroll Bi-Weekly 1/27/2023	8,002.40
	02/14/23 Payroll Bi-Weekly 2/10/2023	7,964.00
	02/28/23 Payroll Bi-Weekly 2/24/2023	7,944.80
<b>LRA TOTAL WAGES</b>	<b>400.4200.00</b>	<b>\$189,604.02</b>
<b>P/R COST 42%</b>	<b>415.4200.00</b>	<b>\$79,633.69</b>
<b>PAYROLL COSTS   LRA TOTAL</b>	<b>4XX.4200.00</b>	<b>\$269,237.71</b>



**CONTRACT SERVICES**

4/30/2022	ANDERSON PERRY & ASSOCIATES - PROFESSIONAL SERVICES	7,282.82
5/31/2022	ANDERSON PERRY & ASSOCIATES - PROFESSIONAL SERVICES	13,550.33
6/30/2022	ANDERSON PERRY & ASSOCIATES - PROFESSIONAL SERVICES	4,242.50
7/31/2022	ANDERSON PERRY & ASSOCIATES - PROFESSIONAL SERVICES	9,593.76
8/31/2022	ANDERSON PERRY & ASSOCIATES - PROFESSIONAL SERVICES	5,920.00
2/16/2023	FIRST AMERICAN TITLE INSURANCE CLOSING FEE	20,000.00

**CONTRACT SERVICES | LRA TOTAL****506.4200.00****\$60,589.41****TELEPHONE**

4/30/2022	DEBORAH PEDRO - APRIL PHONE	100.00
4/30/2022	GREGORY SMITH - APRIL PHONE	100.00
5/31/2022	DEBORAH PEDRO - MAY PHONE	100.00
5/31/2022	GREGORY SMITH - MAY PHONE	100.00
6/30/2022	DEBORAH PEDRO - JUNE PHONE	100.00
6/30/2022	GREGORY SMITH - JUNE PHONE	100.00
7/31/2022	DEBORAH PEDRO - JULY PHONE	100.00
7/31/2022	GREGORY SMITH - JULY PHONE	100.00
8/30/2022	DEBORAH PEDRO - AUGUST PHONE	100.00
8/30/2022	GREGORY SMITH - AUGUST PHONE	100.00
9/30/2022	DEBORAH PEDRO - SEPTEMBER PHONE	100.00
9/30/2022	GREGORY SMITH - SEPTEMBER PHONE	100.00
10/30/2022	DEBORAH PEDRO - OCTOBER PHONE	100.00
10/30/2022	GREGORY SMITH - OCTOBER PHONE	100.00
11/30/2022	DEBORAH PEDRO - NOVEMBER PHONE	100.00
11/30/2022	GREGORY SMITH - NOVEMBER PHONE	100.00
12/31/2022	DEBORAH PEDRO - DECEMBER PHONE	100.00
12/31/2022	GREGORY SMITH - DECEMBER PHONE	100.00
1/31/2023	DEBORAH PEDRO - JANUARY PHONE	100.00
1/31/2023	GREGORY SMITH - JANUARY PHONE	100.00
2/28/2023	DEBORAH PEDRO - FEBRUARY PHONE	100.00
2/28/2023	GREGORY SMITH - FEBRUARY PHONE	100.00

**TELEPHONE | LRA TOTAL****515.4200.00****\$2,200.00**

**SUPPLIES**

4/22/2022	VISA 8246** - 8246: OFFICE SUPPLIES	64.10
5/22/2022	VISA 8246** - 8246: OFFICE SUPPLIES	281.86
6/21/2022	VISA 8246** - 8246: SUPPLIES & STORAGE	91.15
7/22/2022	VISA 8246** - 8246: office supplies	16.58
8/22/2022	VISA 8246** - 8246: office supplies and OWL	1,791.34
9/21/2022	VISA 8246** - 8246: Google storage	1.99
10/23/2022	VISA 8246** - 8246: OFFICE SUPPLIES, SHIPPING FEES	541.24
11/21/2022	VISA 8246** - 8246: Google storage	1.99
12/22/2022	VISA 8246** - 8246: OFFICE SUPPLIES & Google storage	97.47
1/22/2023	VISA 8246** - 8246: OFFICE SUPPLIES CHAMBER LUNCH & Google storage	42.98
2/22/2023	VISA 8246** - 8246: OWL SUPPLIES, NAME BADGES, MISC. SUPPLIES	499.07
2/28/2023	VISA 8246** - 8246: Google storage	1.99

**SUPPLIES | LRA TOTAL****550.4200.00****\$3,431.76****LEGAL**

5/13/2022	SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	39,513.50
5/16/2022	SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	20,391.00
5/16/2022	SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	4,680.00
5/30/2022	SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	23,041.00
5/30/2022	SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	633.50
6/30/2022	SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	20,943.00
7/30/2022	SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	29,407.50
8/31/2022	SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	4,889.36
8/31/2022	SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	798.00
8/31/2022	SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	1,083.00
9/30/2022	SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	12,642.00
9/30/2022	SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	8,907.00
9/30/2022	SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	399.00
10/30/2022	SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	9,167.13
11/30/2022	SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	9,204.00
11/30/2022	SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	260.00
12/30/2022	SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	19,699.50
1/11/2023	SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	8,322.00
1/31/2023	SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	7,470.00

2/28/2023 SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition

29,421.00

<b>LEGAL   LRA TOTAL</b>	<b>555.4200.00</b>	<b>\$250,871.49</b>
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<b>ADS &amp; PUBLICATIONS</b>		
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2/20/2023	VISA 8246** - 8246: ADVERTISING RFP ENGINEER	240.9
2/28/2023	SYKES PUBLISHING LLC - AD - NOTICE ENGINEER RFP	85.6
2/28/2023	OREGON MEDIA GROUP - ANNOUNCEMENT/PUBLIC NOTICE RFP ENGINEER	147.9

<b>ADS &amp; PUBLICATIONS TOTAL</b>	<b>560.4200.00</b>	<b>\$474.40</b>
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<b>TRAVEL</b>		
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4/30/2022	D. PEDRO REIMB. Depot tour/CDA board mtg/Umatilla chamber lunch	106.47
4/30/2022	G SMITH REIMB. Depot tour/CDA board mtg/Umatilla chamber lunch	106.47
5/31/2022	DEBORAH PEDRO - REIMB. depot tours, chamber mtg, water mtg	93.01
5/31/2022	G SMITH REIMB. TC Energy Mtg, Tri Cities Dev.Mtg, Water Mtg	70.78
6/21/2022	VISA 8246** - 8246: DEPARTMENT OF DEFENSE CONF.REGISTRATION	595.00
6/21/2022	VISA 6348** - 6348: travel exp. Project Visit Nikola/TC Energy	2,432.59
6/28/2022	BOARDMAN CHAMBER OF COMMERCE - Luncheon - Debbie	15.00
6/30/2022	DEBORAH PEDRO - REIMB. chamber mtg	50.31
6/30/2022	GREGORY SMITH - REIMB.: TRAVEL EXP.	61.70
7/22/2022	VISA 8246** - 8246: County Planners mtg, SKY NRG Utility mtg	294.85
7/31/2022	DEBORAH PEDRO - REIMB. planners mtg, BRAC, board mtg	128.75
7/31/2022	G. SMITH REIMB. Board mtg/planners mtg,/BRAC/SkyNRG project mtg	258.75
8/30/2022	GREGORY SMITH - REIMB.: Depot tours	67.50
8/30/2022	DEBORAH PEDRO - REIMB. DEPOT TOURS, Mtg's, Board Training	143.75
9/21/2022	BOARDMAN CHAMBER OF COMMERCE - Luncheon - Debbie	15.00
9/30/2022	D. PEDRO Mileage Reimb chamber/OMD Ceremony/Port Umatilla mtg	80.00
9/30/2022	GREGORY SMITH - REIMB.: OMD Ceremony	20.00
10/23/2022	VISA 6348** - 6348: AIRFARE - ADC	695.18
10/30/2022	DEBORAH PEDRO - Mileage Reimb: DEPOT TOURS, CHAMBER MTGS	247.50
10/30/2022	DEBORAH PEDRO - expense reimb.: ADC Air Fare	787.23
10/30/2022	GREGORY SMITH - REIMB.: Depot tours & Board mtg	133.75
10/30/2022	VISA 6348** - 6348: AIRFARE - ADC mtg expenses	429.96

10/31/2022	VISA 8246** - 8246: ADC travel exp	19.55
11/21/2022	VISA 8246** - 8246: ADC mtg in Phoenix	1,359.10
11/21/2022	VISA 6348** - 6348: AIRFARE - ADC mtg in Phoenix	1,925.91
11/30/2022	DEBORAH PEDRO - reimb: ADC, Irrigon Chamber Luncheon, Depot tours	133.52
11/30/2022	GREGORY SMITH - REIMB.: ADC mtg	113.39
12/31/2022	DEBORAH PEDRO - reimb: ADC, Irrigon Chamber Lunch & depot mtg	42.50
12/31/2022	GREGORY SMITH - Mileage Reimb: Depot tour	25.00
1/31/2023	DEBORAH PEDRO - reimb: Mtg's, depot tours	72.70
1/31/2023	GREGORY SMITH - Mileage Reimb: MEETINGS	29.47
2/28/2023	DEBORAH PEDRO - reimb: Mtg's, depot tours	179.47
2/28/2023	VISA 8246** - 8246: BRAC MTG IN DC	974.41

<b>TRAVEL   LRA TOTAL</b>	<b>570.4200.00</b>	<b>\$11,708.57</b>
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### EDUCATION CDA

8/22/2022	VISA 8246** - 8246: Oregon economic development training	213.80
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<b>EDUCATION CDA   LRA TOTAL</b>	<b>573.4200.00</b>	<b>\$213.80</b>
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### DUES & SUBSCRIPTIONS

5/19/2022	ASSOCIATION OF DEFENSE COMM. - MEMBERSHIP DUES	450.00
7/22/2022	VISA 8246** - 8246: Domain renewal, google cloud storage	193.99
10/1/2022	HERMISTON CHAMBER OF COMMERCE -#823 MEMBERSHIP DUES 2023	325.00
10/19/2022	SPECIAL DISTRICT INSURANCE - CDA MEMBERSHIP DUES	140.00
10/23/2022	VISA 8246** - 8246: GOOGLE STORAGE	1.99
10/30/2022	UMATILLA CHAMBER OF COMMERCE - CHAMBER MEMBERSHIP DUES	120.00
11/30/2022	VISA 8246** - 8246: BUSINESS NAME FILING FEE	50.00
12/21/2022	BOARDMAN CHAMBER OF COMMERCE - MEMBERSHIP DUES CDA	165.00
12/27/2022	IRRIGON CHAMBER OF COMMERCE - 2023 DUES CDA	50.00
1/22/2023	VISA 8246** - 8246: Condon Chamber Membership	100.00
1/31/2023	VISA 8246** - 8246: Zoom Subscription	99.59

<b>DUES &amp; SUBSCRIPTIONS   LRA TOTAL</b>	<b>580.4200.00</b>	<b>\$1,695.57</b>
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LEASE EXPENSE		
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4/30/2022 LRA Lease		2,906.83
5/31/2022 LRA Lease		2,906.83
6/30/2022 LRA Lease		2,906.83
7/31/2022 LRA Lease		2,906.83
8/31/2022 LRA Lease		2,906.83
9/30/2022 LRA Lease		2,906.83
10/31/2022 LRA Lease		2,906.83
11/30/2022 LRA Lease		2,906.83
12/31/2022 LRA Lease		2,906.83
1/31/2023 LRA Lease		2,906.83
2/28/2023 LRA Lease		2,906.83

<b>LEASE EXPENSE   LRA TOTAL</b>	<b>594.4200.00</b>	<b>\$31,975.13</b>
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TOTAL OF LEDGER	EXPENSES YEAR TO-DATE	\$632,397.84
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<i>LESS QUARTER 1 GRANT ACCRUAL</i>	\$ (192,986.47)
<i>Q1 MATCH (5 ENTITIES x \$4,288.59) THROUGH 6/30/2022</i>	\$ (21,442.95)
<i>LESS QUARTER 2 GRANT - RECEIVED 12/9/2022</i>	\$ (147,839.00)
<i>Q2 MATCH (5 ENTITIES x \$3,285.30)</i>	\$ (16,426.50)
<i>LESS QUARTER 3 GRANT - RECEIVED 1/25/2023</i>	\$ (110,955.00)
<i>Q3 MATCH (4 ENTITIES x \$2,466.00) - RECEIVED</i>	(9,864.00)
<i>Q3 MATCH (1 ENTITIES x \$2,466.00) - NOT YET RECEIVED</i>	(2,466.00)

<b>EXPENSES TOWARDS 4<sup>TH</sup> QTR ENDING 3/31/2023</b>	<b>\$130,417.92</b>
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**POLICIES 2023**  
**COLUMBIA DEVELOPMENT AUTHORITY CDA**

These are the policies adopted by the Board of Directors. The date of the board meeting at which each policy was adopted is indicated below. These policies should be reviewed at the Board of Directors Annual Meeting.

**CONFLICT OF INTEREST POLICY**

Adopted

**1. Purpose.** The purpose of this Conflict-of-Interest Policy is to protect the CDA's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the CDA or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to the corporation.

**2. Definitions.**

a. Interested Person. Any director, principal officer, or member of a committee with governing Board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

b. Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

(1) An ownership or investment interest in any entity with which the CDA has a transaction or arrangement,

(2) A compensation arrangement with the corporation or with any entity or individual with which the corporation has a transaction or arrangement, or

(3) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the CDA is negotiating a transaction or arrangement.

c. Compensation. Compensation includes direct and indirect remuneration, as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under paragraph 3b, a person who has a financial interest may have a conflict of interest only if the appropriate governing Board or committee decides that a conflict of interest exists.

**3. Procedures.**

a. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing Board delegated powers considering the proposed transaction or arrangement.

b. Determining Whether a Conflict of interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, that person shall leave the Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.

c. Procedures for Addressing Conflict of Interest.

(1) The interested person may make a presentation at the Board meeting, but afterwards, that person shall leave the meeting during the discussion of, and if there is a vote on, the transaction or arrangement involving the possible conflict of interest.

(2) The governing Board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(3) After exercising due diligence, the governing Board shall determine whether the CDA can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

(4) If more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the CDA Board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the CDA's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

d. Violation of Conflict-of-interest Policy. If the CDA Board has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the CDA Board determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

4. Records of Proceedings. The minutes of the meeting of the CDA Board and with Board delegated powers shall contain (1) the names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing Board's or committee's decision as to whether a conflict of interest in fact existed; and (2) the names of those persons present for discussions and votes relating to the transaction or arrangement, the content of the discussions, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

## **5. Compensation.**

a. A voting member of the CDA Board who receives compensation, directly or indirectly, from the corporation for services is precluded from voting on matters pertaining to that member's compensation.

b. A voting member of the board whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the corporation for services is precluded from voting on matters pertaining to that member's compensation.

c. No voting member of the CDA Board whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

6. Annual Statements. Each director and principal officer with governing Board delegated powers shall annually sign a statement or state at a board meeting which affirms such person: (1) has received a copy of the Conflict of Interest Policy, (2) has read and understands the policy, (3) has agreed to comply with the Policy,

and (4) understands the corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

7. Use of Outside Experts. When conducting the periodic reviews, the CDA may, but need not use outside experts. If outside experts are used, their use shall not relieve the CDA Board of its responsibility for ensuring periodic reviews are conducted.

## **DIRECTOR INVOLVEMENT POLICY**

Adopted

ï All board members are legally responsible for the organization and are expected to actively monitor the organization's financial health as well as its substantive work.

ï Board members are expected to attend all full board meetings, and to notify the Executive Director in advance if they will miss a meeting. Attendance at the Board of Directors Annual Meeting is mandatory. A board member who misses several consecutive board meetings will be contacted by an officer to review their willingness and availability to continue serving.

ï Every board member is expected to become well informed about CDA's work and organizational management. This can be accomplished by regularly attending meetings and events; and attending and participating in regularly scheduled board meetings.

ï Board members are expected to ensure that no conflict of interest exists in their role as a board member, and to inform the Executive Director should any potential conflict arise.

## **FINANCIAL POLICY**

Adopted

The current signatures on the CDA bank account are Kim Puzey, Lisa Mittelsdorf, John Shafer, Don Sampson, Jeff Wenholz and Greg Smith.

Disbursements reimbursing directors for CDA expenditures required two signatures. All other disbursements require two signatures.

1. **Separate financial duties.** Effective internal controls limit any single individual from having control over two or more phases of a financial transaction or operation. Generally, duties should be segregated into four categories: individuals with access to assets; individuals with access to accounting systems and accounting records; individuals in management or control positions; and individuals exercising independent oversight, such as the Executive Director or the board or directors.
2. **Reconcile and examine bank statements monthly.** The CDA's bank statements should be reconciled monthly by someone who does not sign checks on behalf of the organization. In addition, copies of checks, wire transfer information, and other information relating to deposits and withdrawals should be maintained along with the monthly statement. Checks and other expenditures should be examined to verify that the payments are consistent with the organization's activities and that the expenditures were appropriate.  
If the organization banks online, it should still be sure it is regularly downloading or printing and storing its



bank statements, deposit slips, check images, and similar documents. Banks routinely charge fees to access older records.

3. **Cash handling procedures.** Cash transactions should be recorded into QuickBooks or log to enable account reconciliation. It is important that any cash revenues be deposited to the CDA bank account as soon as possible, and that management verifies that the amount deposited matches the amount collected.
4. **Document income.** Revenue from sources other than cash (i.e., credit cards, checks, etc.), should also be entered into a QuickBooks or log, at the very minimum. Checks should be restrictively endorsed (for example: "for deposit only, ABC organization, First National Bank, account # 123456789) immediately upon receipt. Checks and deposit slips should be copied before they are deposited. Organizations that receive noncash donations should also adopt controls like that for cash donations to ensure that such donations are properly received, recorded, and accounted for.
5. **Control the use of credit and debit cards.** Credit and debit cards are convenient, but each authorized user increases the possibility that the cards will be used for improper purchases. If the organization uses credit or debit cards, it should limit the number of users and set policies regarding their use. Credit card statements, bank statements, and supporting documentation should be reviewed monthly by someone who is not on the list of authorized card users. This is currently monitored through the Port of Morrow.  
The reviewer should confirm that each charge is supported by a receipt and documentation of the business purpose of the expense and is monitored through the Port of Morrow.
6. **Control the disbursement process.** All disbursements should be approved by CEO other than the person who physically makes the payment. The approver should confirm that the payment is supported by an appropriate check request, invoice and/or purchase order, that the same invoice is not paid more than once, and that the stated amount of goods or services were truly received by the CDA. The CDA's list of vendors should be reviewed for reasonableness, duplication, on a regular basis. Cash expenditures should be avoided to the extent possible. Consistent with the proper segregation of duties, a single person should not be responsible for the collection, deposit, and reconciliation of cash receipts or other sources of income. If it is necessary to make payments in cash, those payments should be fully documented through advance approval, signed receipts by persons receiving cash, and expense vouchers or other documentation that the cash was used appropriately.
7. **Control expense reimbursements.** The CDA requires all reimbursable expenses to be preauthorize by the Executive Director and the Port of Morrow.  
d. Authorized expenses by the CEO should only be reimbursed if original receipts and other supporting documentation are submitted with the reimbursement requests. Under no circumstances should anyone ever write their own reimbursement check. Check stubs or copies of reimbursement checks should be retained along with authorization forms, reimbursement requests, and receipts. Monitored through the Port of Morrow.
8. **Use timesheets and proper payroll controls.** The CDA is generally required to report expenses on a functional basis, and payroll is often the CDA's largest expense. Organizations should require all employees to use a timekeeping system which allows time worked to be recorded which provides a mechanism for Executive Director's approval. Before paychecks are issued, the Executive Director should ensure that timesheets have been properly approved, payroll allocations are reasonable. This is currently monitored through the Port of Morrow.
9. **Utilize budgets.** The CDA will develop an annual budget process in which it estimates incoming revenue and outgoing expenses for the year. Currently the CDA's budget is a federal grant which pays all expenses.
10. **Utilize general ledger accounting and regular financial reports.** Organizations should use a system of general ledger accounting which enables categorizing and tracking income and expenditures. In addition to regular budget reports noted above, organizations should also regularly prepare and distribute statements of

activity (commonly known as income statements) and statements of position (commonly known as balance sheets) for the board's review and consideration.

11. **Get it in writing.** Remember to document all internal control procedures in writing or in a protected digital format. For example: if you review and approve the timecard or reimbursement report to the port, you should immediately sign and date the report. If you perform an internal control procedure but fail to document that fact, the organization cannot prove that its internal controls are being implemented.

**Appoint a grants manager.** The CDA has appointed a dedicated individual who is responsible for reviewing all grants and/or contracts received by the organization, understanding the "fine print," and ensuring that all grant/contract terms and deadlines are met. This obligation is fulfilled by CDA staff. The requirement for each funding source may be unique and complex. The organization risks the loss of important financial support if it fails to study, understand, and adhere to grant requirements such as timesheet tracking, expense budgets, quarterly reports, or other obligations, the Port of Morrow is CDA grant administrator.

12. **Have a data back-up plan.** The CDA ensures that they are backing up any electronically stored financial data in the event of a computer outage. The CDA should also ensure that they have alternative arrangements in place to address a situation in which the person who is normally responsible for the organization's finances becomes suddenly unavailable.

## **PUBLIC DISCLOSURE POLICY**

Adopted

Except as required by law, CDA records are confidential. However, the CEO may determine when it is appropriate to share CDA records, such as for grant applications.

## **INSURANCE POLICY**

Adopted 5-31-2022.

The CDA shall be insured through SDAO administered by Swanson Insurance Group.

## **PUBLIC RECORDS REQUEST POLICY**

Adopted 10-25-2022

### **PURPOSE**

This Public Records Requests Policy is intended to support the CDA with consistency by establishing standards for the CDA relating to charging practices and policies for fulfilling requests for public records and providing a standard process for the CDA to use when evaluating requests to reduce or waive fees assessed for fulfilling a request.

The CDA shall review and, if necessary, update its Public Records Request charging policies and practices from time to time.

### **APPLICABILITY & PROCESS**

This Policy applies to the Columbia Development Authority.

Columbia Development Authority is not an agency of the State of Oregon (*see* Amended and Restated

Columbia Development Authority Intergovernmental Agreement (2014)), nor is it a public body as that term is defined in the Oregon Public Records Laws. *See* ORS 192.311(4). However, pursuant to its Intergovernmental Agreement, CDA “shall be subject to the requirements of the...Public Records...laws of the State of Oregon.” Amended and Restated Columbia Development Authority Intergovernmental Agreement, Section 5.d.

The requirements in this Policy do not supersede, modify or replace the existing or other legal responsibilities of the Columbia Development Authority.

The Columbia Development Authority is the “custodian” as defined in ORS 192.311(2) for purposes of responding to a public records request submitted in compliance with this policy.

The executive assistant for the Columbia Development Authority shall receive and process all public records requests submitted to the CDA in compliance with this Policy.

Within five business days of receipt of a written request to inspect or receive a copy of a public record submitted in compliance with this policy, CDA shall acknowledge receipt of the request or complete the public body’s response to the request. An acknowledgment under this subsection must:

- (a) Confirm that CDA is the custodian of the requested record;
- (b) Inform the requester that the CDA is not the custodian of the requested record; or
- (c) Notify the requester that the CDA is uncertain whether the public body is the custodian of the requested record.

Within fifteen business days or as soon as reasonably possible, the CDA shall:

- (a) Complete its response to the public records request; or
- (b) Provide a written statement that the CDA is still processing the request and a reasonable estimated date by which the CDA expects to complete its response based on the information currently available.

Upon receipt of a public records request, CDA staff and directors shall deliver responsive public record documents to the executive assistant within five business days of receipt of the public records request (which shall be shared upon receipt with the CDA board and staff) so as to facilitate a timely response to any public records request.

Pursuant to ORS 192.311(5):

- (a) “Public record” includes any writing that contains information relating to the conduct of the public’s business, including but not limited to court records, mortgages, and deed records, prepared, owned, used or retained by a public body regardless of physical form or characteristics.
- (b) “Public record” does not include any writing that does not relate to the conduct of the public’s business and that is contained on a privately owned computer.

## **EXHIBITS**

- **EXHIBIT A: Public Records Request Form & Submission**
- **EXHIBIT B: Standardized Fee-Schedule**
- **EXHIBIT C: Public Interest Threshold Evaluation Form (Fee-Waiver or –Reduction Request)**

**PROCUREMENT POLICY**  
**Columbia Development Authority (CDA)**  
Adopted

Section

***Local Contract Review Committee  
Rules***

- 1.01 Purpose
- 1.02 Definitions
- 1.03 Local Contract Review Board
- 1.04 Model Rules
- 1.05 Public Contracts
- 1.06 Exemptions
- 1.07 Public Improvement Contracts by  
Competitive Quotes
- 1.08 Method of Offer, Bid or Proposal
- 1.09 Protests
- 1.10 Disposition of Personal Property

***Public Contracting Code of Conduct***

- 1.20 Public contracting code of conduct

***LOCAL CONTRACT REVIEW BOARD RULES***

**§ 1.01 PURPOSE.**

These rules are promulgated by the CDA pursuant to the authority granted to that Board by ORS 279A.060 and 279A.070, for the purpose of establishing the rules and the procedures for contracts entered into by the CDA.  
(passed [Date])

**§ 1.02 DEFINITIONS.**

For the purpose of these rules, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**AWARD.** The selection of a person or entity to provide goods, services or public improvements under a public contract. The award of a contract is not binding on Columbia Development Authority until the contract is executed and delivered by the Board of Directors.

**BOARD.** The Executive Director and an appointee of the CDA Board Member shall act as the Local Contract Review Board for CDA.

**COMPETITIVE QUOTES.** Offers from competing vendors. The solicitation may be by advertisement or a request to vendors to make an offer. The solicitation and the offer may be in writing or oral.

**PUBLIC CONTRACTING CODE.** ORS Chapters 279A, 279B and 279C, as implemented by these rules.

**§ 1.03 LOCAL CONTRACT REVIEW BOARD.**

Except as otherwise provided in these Rules, the powers and duties of the local contract review board under the Public Contracting Code shall be exercised and performed by the CDA Board, and all powers and duties given or assigned to contracting agencies by the Public Contracting Code shall be exercised or performed by the Board of the CDA or its designee.

**§ 1.04 MODEL RULES.**

Except as otherwise provided in these Rules or by rule or order of the Board, the Model Public Contract Rules, Oregon Administrative Rule 137, divisions 46, 47, 48 and 49, (“Model Rules”), adopted by the Oregon Attorney General and from time to time amended, shall be the rules of the Board. Where reference is made in these Rules to any provision of the Public Contracting Code, unless the CDA rules provide otherwise, the corresponding provisions of the Model Rules shall also apply.

## § 1.05 PUBLIC CONTRACTS.

All CDA Contracts, as defined by ORS 279A.010, will be procured and awarded as provided by the Public Contracting Code as implemented by these rules.

## § 1.06 EXEMPTIONS.

A. The Board may award a public contract under Public Contracting Code exemptions or as Special Procurement pursuant to the requirements of ORS 279B.085. Such procurements allow CDA to enter into one or more contracts over time without following the requirements of competitive sealed bidding, competitive sealed proposals or intermediate procurements.

### B. Exemptions and Class Special Procurements The

Board declares the following as exemptions or classes of special procurements:

(1) *Public Contracting Code Exception.* Any contract exempted by the Public Contracting Code and Oregon Administrative Rules, except as set out in these rules.

(2) *Sole Source - Single seller or price of products required.* Contracts for purchase where there is only one seller or product of the quality available.

(3) *Emergency.* If the Board, by majority vote of members present, determines that emergency

conditions require prompt execution of the contract. A determination of such an emergency shall be entered into the record of the meeting at which the determination is made.

(4) *Contracts with public agencies.* Contracts made with, or the cost of which is provided by, other public agencies.

(5) *Contracts with federal programs.* Purchases through federal programs as a procurement made under 10 USC §381, the Electronic Government Act of 2002 (P.L. 107-347) or other federal law that is determined by Board similar to those provisions in effectuating or promoting transfers of property to contracting agencies. Purchases would include those administered by the United States General Services Administration for procurement by local governments.

(6) *Personal service contracts and personal services.* A personal services contract is a contract primarily for the provision of services that require specialized technical, creative, professional or communication skills or talents, unique and specialized knowledge, or the exercise of discretionary judgment skills, and for which the quality of the service depends on attributes that are unique to the service provider. Such services include, but are not limited to, the services of architects, engineers, attorneys, auditors and other licensed professionals, artist, designers, computer programmers, performers, consultants and property managers. The Board or its designee shall have discretion to determine whether a particular type of contract or service falls with the foregoing definition and this exemption and if any further procurement requirements will be necessary.

(7) *Contracts for price regulated items.* Contracts for the purchase of goods or services where the rate or price for the goods or services being purchased is established by federal, state or local regulatory authority.

(8) *Allocated petroleum products.* Contracts for the purchases of petroleum products if such purchase is required to be made from a particular supplier as a result of a federal allocation or if purchase from other than an established supplier could jeopardize an allocation or future supply of such

petroleum products.

(9) *Asphaltic concrete and rock.* Contracts for the purchase of asphaltic concrete and rock where the material is to be used for maintenance. Where practicable, Two Quotes shall be obtained.

(10) *Copyrighted or patented materials.* Contracts for the purchase of copyrighted or patented materials where there is only one supplier available for such goods.

(11) *Advertising contracts.* Contracts for the purchase of advertising, including that intended for the purposes of giving public or legal notice.

(12) *Investment contracts.* Contracts for the purpose of investment of public funds or the borrowing of funds.

(13) *Requirements contracts.* Purchases of goods or services from a supplier when the price of the goods and services has been established under a previous competitive bid requirements contract whereby it is agreed to purchase requirements or an anticipated need at a predetermined price.

(14) *Used Personal Property or Equipment.* The CDA may directly purchase used personal property and equipment that can be purchased for a lower cost than substantially similar new property or equipment. Used property and used equipment is property or equipment that has been placed in use by a previous owner or user for a period of time, and which is recognized in the relevant trade or industry, if there is one, as qualifying the personal property as "used." Used personal property or equipment generally does not include property or equipment if the CDA was the previous user, whether under a lease, as part of a demonstration, trial or pilot project or similar arrangement. To the extent practicable, competitive bids are to be obtained for such used personal property or equipment.

(15) *Computer Equipment.* Contracts for purchase or acquisition of computer equipment (hardware or software) may be let without competitive bid subject to the following conditions:

(A) Prior to selection of the contractor, reasonable efforts have been made to solicit proposals

from all known vendors. If the amount of the contract exceeds \$20,000, written proposals shall be solicited from appropriate vendors appearing on the list composed by the Computer Information Services or its successor or by publication of an advertisement in a major trade publication of general circulation.

(B) The contractor is selected on the basis of the most competitive offer in both the cost and quality of the product to be purchased or acquired.

(C) Wherever a contract for computer equipment let pursuant to this exemption exceeds \$10,000, a written report shall be submitted to the Board. The report shall include:

1. The name of the company and, if applicable, the name of the retail vendor;

2. The reasons why competitive bidding was not appropriate; and

3. A description of the reasons why the contractor was selected and other proposals rejected.

(16) *Insurance contracts.* Contracts for insurance.

(17) *Equipment maintenance.* Contracts for the purchase of services, equipment or supplies for the maintenance, repair or conversion of existing equipment if required for the efficient utilization of the equipment. Where practicable, Two Quotes shall be obtained.

(18) *Non-Owned Property.* Contracts or arrangements for the sale or other disposal of

abandoned property or other personal property not owned by CDA.

(19) *Utilities.* Contracts for the purchase of steam, power, heat, water, telecommunications services, and other utilities.

(20) *Contract amendments.* Any contract amendment, including change orders, extra work, field orders, and other change in the original specifications that changes the original contract price or alters the work to be performed, may be made with the contractor subject to the following conditions:

(A) The original contract imposes a binding obligation on the parties covering the terms and conditions regarding changes in the work;

(B) The amended contract does not substantially alter the scope or nature of the project; or

(C) If the amendment has the effect of substantially altering the scope or nature of the project, the amount of the aggregate cost change resulting from all amendments creating such new obligations shall not exceed 10% of the initial contract.

(21) *Additional Goods or Services.* Additional goods or services may purchased even though the original contract did not provide unit prices or allow for additional purchases.

#### **§ 1.07 PUBLIC IMPROVEMENT CONTRACTS BY COMPETITIVE QUOTES.**

A. Public Improvement Contracts estimated by the Board not to exceed \$100,000, for highways, bridges and other transportation projects, may be awarded in accordance with by obtaining Two Quotes with the Board

making the determination to award the contract to the prospective contractor whose quote will best serve the interests of CDA.

B. Contracts awarded under this section may be amended as provided by §36.07(2). (Ord. 2005-03, passed 3-2-2005)

#### **§ 1.08 METHOD OF OFFER, BID OR PROPOSAL.**

A. Unless submitted as a Competitive Quote, only original hard copy bids or proposals will be accepted, and facsimile and electronic offers, bids and proposals will be rejected as non-responsive

B. In lieu of publication in a newspaper of general circulation in CDA, the advertisement for an invitation to bid or request for proposals for a public contract may be published electronically by posting on the CDA website in the location within the website maintained on a regular basis for such posting. (Ord. 2005-03, passed 3-2-2005)

#### **§ 1.09 PROTESTS.**

A. Except as otherwise provided in the Public Contracting Code and Model Rules, a hearing before the Board or its designee (“hereinafter Board”) for any protests allowed or required by the Public Contracting Code, shall be conducted in accordance with the procedures contained in this section.

B. For purposes of this section, “Party” means:

(1) Each person entitled as of right to a hearing before the Board;

(2) Each person named by the CDA to be a party; or

(3) Any person requesting to participate before the agency as a party or in a limited party status which the CDA determines either has an interest in the outcome of the CDA’s proceeding or represents a public interest in such result.

C. Parties may elect to be represented by counsel and to respond and present evidence and argument on

all issues involved.

D. Unless precluded by law, informal disposition may be made of any case by stipulation, agreed settlement, consent order, default or written agreement.

E. The Board shall place on the record a statement of the substance of any written or oral ex parte communications on a fact in issue made to the member or officer during the pendency of the proceeding and notify the parties of the communication and of their right to rebut such communications.

F. The record in support of a decision shall be made at the time set for hearing or any extension thereof approved by the Board. Testimony may be given without oath or affirmation. Cross-examination of witnesses by parties shall not be allowed. Provided however, the Board may question any witness appearing before it. A verbatim oral, written or mechanical record shall be made of all motions, rulings and testimony. The Board shall ensure that the record developed at the hearing shows a full and fair inquiry into the facts necessary for consideration of all issues properly before the presiding officer. The record need not be transcribed unless requested for purposes of court review. The party requesting transcription shall pay the cost thereof unless the Board determines on affidavit the indigency of the requesting party.

G. Evidence in contested cases.

(1) In contested cases, irrelevant, immaterial or unduly repetitious evidence shall be excluded but erroneous rulings on evidence shall not preclude action on the record unless shown to have substantially prejudiced the rights of a party. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their serious affairs shall be admissible. The Board shall give effect to the rules of privilege recognized by law. Any part of the evidence may be received in written form.

(2) All evidence shall be offered and made a part of the record in the case, and except for matters stipulated to and except as provided in paragraph (4) of this subsection, no other factual information or evidence shall be considered in the determination of the case. Documentary evidence may be received in the form of copies or excerpts, or by incorporation by reference. The burden of presenting evidence to support

a fact or position in a case rests on the proponent of the fact or position.

(3) Every party shall have the right to submit rebuttal evidence.

(4) The Board may take notice of judicially cognizable facts. Parties shall be notified at any time during the proceeding but in any event prior to the final decision of material officially noticed and they shall be afforded an opportunity to contest the facts so noticed.

H. The Board will make its decision within the time requirements of the Public Contracting Code and Model Rules.

(Ord. 76-01, passed 11-24-76; Ord. 2005-03, passed 3-2-2005)

### **§ 1.10 DISPOSITION OF PERSONAL PROPERTY.**

Personal property of CDA may be disposed of without competitive bidding under any of the following conditions:

(1) There are specific statutory procedures for the sale of the type of property involved and the property is disposed of according to those procedures.

(2) The property has a value of less than \$1000 unless otherwise provided by statute; or

(3) The Board finds that competitive bids would be inappropriate for the type of property involved. A report of all sales made under this division shall be made to the Board and shall include the reasons that competitive bids were deemed inappropriate.

(4) Any personal property acquired with government funds may be subject to terms and conditions stated in various agreements and regulations. Any disposition of personal property must be in accordance with the terms of these agreements and regulations. Limitations may include contact with federal or state agency, method of disposition, and distribution of proceeds.

(Ord. 76-01, passed 11-24-76; Ord. 2005-03, passed 3-2-2005; Ord. 2010-06, passed 8-18-2010)



***PUBLIC CONTRACTING CODE OF CONDUCT***

**§ 1.20 PUBLIC CONTRACTING CODE OF CONDUCT.**

(A) No employee, officer, or official of the CDA, or agent thereof, will participate in the selection, or in the award or administration of a contract, if a conflict of interest, as defined in ORS Chapter 244, real or apparent, will be involved.

(B) No officer or employee of the county, or its designees or agents, no member of the governing body and no other public official of the CDA, who exercises any functions or responsibilities with respect to any public contract during their tenure, or for one year thereafter, shall have any interest, direct or indirect, in work to be performed in connection with such a contract. All public contracts and subcontracts for the county shall incorporate, or cause to be incorporated, a provision prohibiting such an interest. (Ord. 94-08, passed 5-18-94).

-End

## SAMPLE LEASE

1. DATE:

The date of this Lease is \_\_\_\_\_, 2023.

2. PARTIES

The parties to this lease are COLUMBIA DEVELOPMENT AUTHORITY (CDA) a Intergovernmental Agency State of Oregon, and \_\_\_\_\_ ("Tenant").

### RECITALS

CDA leases to Tenant and Tenant leases from CDA \_\_\_\_\_ in CDA Industrial Site consisting of approximately XXXXXXXXXXXXX square feet and XXXX acres more or less of yard space, further shown on map marked Exhibit "A" attached.

3. PURPOSE:

CDA has space available for use and economic expansion. Tenant wishes to lease this space for business operations related to their \_\_\_\_\_.

4. TERM:

The term of this lease shall be for XXXXXXX, (XX) years commencing on \_\_\_\_\_ . Tenant shall be entitled to possession on \_\_\_\_\_.

5. RENEWAL OPTION:

If the lease is not then in default, the Tenant may request a renewal of the lease. The request must be received in writing to the CDA not less than ninety days prior to the last day of the expiring term. Tenant and CDA must mutually agree upon the renewal. Rent for the renewal term shall be negotiated at time of request.

6. RENT:

A. BASIC RENT:

Tenant shall pay to the CDA as rent \_\_\_\_\_/square foot of \_\_\_\_\_ or \$\_\_\_\_\_ per month. Rent shall be payable to the CDA at Two Marine Drive, P.O. Box 200, Suite 102, Boardman, Oregon 97818, on \_\_\_\_\_ and on the first day of each month thereafter.

B. ADDITIONAL RENT:

As additional rent, Tenant shall pay the following amounts:

(1) All real and personal property taxes levied against the premises and improvements or any property placed on the lease premised by Tenant.

(2) All charges for heat, light, power, water, sewage and other services or utilities used by Tenant in the premises.

(3) The cost of all insurance for which Tenant is required to pay.

(4) All amounts which Tenant is required to reimburse CDA for expenses incurred by CDA in discharging Tenant's obligations.

(5) All other amounts which the Tenant is required to pay for any other provision of this lease.

7. LATE PAYMENTS:

All payments are due to the CDA on the first day of each month. If payment is not received by CDA by the tenth day of each month, the CDA will charge interest on the unpaid balance of 3% per month.

8. USE OF THE PREMISES:

A. PERMITTED USE:

The premises shall be used for storage for business operations related to their \_\_\_\_\_ business and related facilities as approved by CDA, and no other purpose. If this use is prohibited by law or governmental regulations, this lease shall terminate.

B. RESTRICTIONS ON USE:

In connection with the use of the premises Tenant shall:

(1) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expenses any failure or compliance.

(2) Refrain from any use which would be reasonably offensive to the CDA or owners and users of adjoining premises or which would tend to create a nuisance or damage the reputation of the premises.

(3) Comply with any reasonable rules respecting the use of the premises promulgated by the CDA from time to time and communicated to the Tenant in writing.

C. CONTINUITY OF USE:

Tenant shall use the premises continuously during the term of this lease. If Tenant fails to make substantial use of the leased premises for any 12 month period, CDA may, at its option, terminate this lease.

9. REPAIRS AND MAINTENANCE:

Tenant shall maintain the leased premises and make all repairs necessary for maintaining the property in its present condition, excluding depreciation from ordinary wear and tear, including:

A. Taking all action necessary to control erosion of any type, including water and wind erosion, and the control of sand blows. This shall include, if necessary, the creating of barriers and the planting of cover so as to control erosion.

B. The maintenance of any and all improvements on the leased property.

C. If Tenant fails or refuses to make repairs which are required by this repairs, maintenance and inspection section, CDA may make the repairs and charge the actual costs of repairs to Tenant. Such expenditures by CDA shall be reimbursed by the Tenant on demand, together with interest at the rate of 12% per cent per annum from the date of expenditure by CDA. Except in an emergency creating an immediate risk of personal injury

or property damage, CDA shall notify Tenant of the needed repairs at least 30 days before work is commenced, outlining with reasonable particularity with repairs required.

10. IMPROVEMENTS:

A. Leased space is presently improved. (**Description of Building/IGLOO**) XXXXXXXX

B. Except as expressly provided below, ownership of all the property, including any improvements made by Tenant, shall be, upon termination of this lease, property of CDA. Notwithstanding the foregoing, the equipment and machinery placed on the property by Tenant may be, upon termination of this lease, removed by Tenant so long as Tenant restores the maintaining property to its original condition, and the removal in no way affects the structural integrity of the building. Unless expressly agreed in writing by the parties prior to installation, all other improvements made to the leased property shall be, at the option of the CDA upon termination of this lease, either the property of the CDA or shall be, upon request by CDA, removed from the leased premises by Tenant. CDA may further require that the leased premises or part thereof be restored to its original condition upon termination of this lease. It is expressly agreed that any property of any type, including machinery and equipment, which is left on the property thirty (30) days beyond termination of this lease shall be the property of CDA, unless Port requires Tenant to remove said property and restore the premises.

C. Any additional improvements to property must have prior written consent of the Port.

11. INDEMNIFICATION:

Tenant shall defend, indemnify and hold CDA harmless from all claims, losses, liabilities, causes of action or causes of suit arising out of or related to any activity of Tenant on the leased property or any condition of the leased property or any addition or improvements to the leased property. This provision is specifically intended to include claims made by users of Tenant's property, employees or neighboring land owners alleging damages caused by Tenant's operation and including any damages caused by materials escaping from the leased premises.

12. INSURANCE:

Before going into possession of the leased property, Tenant shall procure and, thereafter, during the term of this lease or any renewal of it, continue to carry the following insurance at Tenant's cost:

A. Public liability and property damage insurance in a responsible company with limits of not less than Five Million Dollars (\$5,000,000) for injury to one person, Five Million Dollars (\$5,000,000) for injury to two or more persons in one occurrence, and Five Million Dollars (\$5,000,000) for damages to property. A single-limit policy of Five Million Dollars (\$5,000,000) is acceptable.

B. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the leased property, shall protect Tenant and shall protect CDA and Tenant against claims of third persons; in the event Oregon law increases the CDA's exposure to liability under the Oregon Tort Claims Act or subsequent legislation or court decisions, the CDA may require insurance in an amount equal to CDA's liability exposure.

C. Tenant shall maintain Worker's Compensation Insurance coverage as required by law during the time this lease is in force.

D. Certificates evidencing such insurance naming the CDA as an additional insured and bearing endorsements requiring thirty (30) days written notice to the CDA prior to any change or cancellation shall be furnished to Port prior to Tenant's occupancy of the property.

E. CDA will carry property insurance on the building only. CDA will not carry any insurance on the Tenant's personal property.

### 13. LIABILITY TO THIRD PERSONS:

#### A. LIENS:

(1) Except with respect to activities for which CDA is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the leased premises and shall keep the premises free from any liens. If Tenant fails to pay any such claim or to discharge any lien, CDA may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 18 per cent per annum from the date expended by CDA and shall be payable on demand. Such action by CDA shall both constitute a waiver of any right or remedy which CDA may have on account of Tenant's default.

(2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, so long as, with ten (10) days of request by CDA, Tenant secures a bond or deposits money under ORS 87.076, or if said section is repealed under similar terms, assuring that said obligation will be satisfied.

### 14. QUIET ENJOYMENT:

CDA warrants that it is the owner of the leased premises and has the right to lease them free of all encumbrances, except any encumbrances of record. CDA warrants that CDA will not place any industry on CDA property adjacent to the leased premises which unreasonably interferes with Tenant's right to light and air or produces by-products which are released into the air and materially interfere with Tenant's storage. CDA reserves all mineral rights and the right to use the leased premises for mineral development during the term of this lease, so long as it does not materially interfere with Tenant's operations. CDA will not allow anything within CDA control that will be environmentally detrimental and affect water supply in an environmental way in accordance with state and federal statutes.

### 15. ASSIGNMENT AND SUBLEASE:

No part of the leased property or Tenant's operations on the leased property may be assigned, mortgaged or subleased, nor may a right of use of any portion of the property be conferred on any third party by any other means without the prior written consent of CDA. This provision shall apply, to the extent allowed by law, to all transfers by operation of law and transfers to and by trustees in bankruptcy, receivers, administrators, executives and legatees. No consent in one instance shall prevent the provision from applying to a subsequent instance. Any such assignment, mortgage or sublease or attempted assignment, mortgage or sublease without the prior written consent of CDA is void and, at the option of CDA, is an act of default in addition to those listed below. Notwithstanding the foregoing, Tenant may merge or consolidate with other corporations, upon CDA's consent. Any such

merger or consolidation shall require that the original parties to this lease continue to be and remain liable.

16. DEFAULT:

The following shall be events of default:

A. DEFAULT IN RENT:

Failure of Tenant to pay any rent or other charge within ten (10) days after it is due.

B. DEFAULT IN OTHER COVENANTS:

Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within thirty (30) days after written notice by CDA specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 30-day period, this provision shall be complied with if Tenant begins correction of the default within the 30-day period and thereafter proceeds with diligence and in good faith to effect the remedy as soon as practicable.

C. ABANDONMENT:

Failure of the Tenant for 60 days or more to occupy the property for one or more of the purposes permitted under this lease.

17. REMEDIES ON DEFAULT:

A. TERMINATION:

In the event of a default, the lease may be terminated at the option of the CDA by notice in writing to Tenant. This lease may only be terminated if Tenant has not remedied the default within the 30 day grace period. The notice may be given before or within 30 days after the running of the grace period for default. If the property is abandoned by Tenant in connection with a default, termination shall be automatic and without notice.

B. DAMAGES WITHOUT TERMINATION:

If the lease is not terminated by election of CDA or otherwise, CDA shall be entitled to recover damages from Tenant for default.

C. RE-ENTRY AFTER TERMINATION:

If the lease is terminated for any reason, Tenant's liability to CDA for damages shall survive such termination, and the rights and obligations of the parties shall be as follows:

(1) Tenant shall vacate the property immediately, remove any property of Tenant, perform any clean up, alterations or other work required to lease the property in the condition required at the end of the term, and deliver all keys to the CDA.

(2) CDA may re-enter, take possession of the premises and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

D. RE-LETTING:

Following re-entry or abandonment, CDA may re-let the premises and, in that connection, may:

(1) Make any suitable alterations or refurbish the premises, or both, or change the character of the premises, but CDA shall not be required to re-let for any use or purpose (other than that specified in the lease) which CDA may reasonably consider injurious to the premises, or to any tenant which CDA may reasonably consider objectionable.

(2) Re-let all or part of the premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

E. DAMAGES:

In the event of termination on default, CDA shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:

(1) Any excess of (a) the value of all of Tenant's obligations under this lease, including the obligation to pay rent, from the date of default until the end of the term, over (b) the reasonable value of the property for the same period figured as of the date of default, the net results to be discounted to the date of default at a reasonable rate not exceeding 4% per annum.

(2) The reasonable costs of re-entry and re-letting including without limitations the cost of any clean up, refurbishing, removal of Tenant's failure to quit the premises upon termination and to leave them in the required condition, any remodeling costs, attorney fees, court costs, broker commissions and advertising costs.

(3) The loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been secured.

F. REMEDIES CUMULATIVE:

The foregoing remedies shall be in addition to and shall not exclude any other remedy available to CDA under applicable law.

18. REPRESENTATIONS:

Tenant has inspected the property and had independently determined that the property, and all aspects of it, in its present condition, AS IS, including latent defects, without any representations or warranties, expressed or implied by CDA, including any warranties or merchantability or fitness for a particular purpose.

19. COMPLIANCE WITH LAW-WASTE:

Tenant shall comply with all government rules and regulations related to the leased property and Tenant's use of the leased property. Tenant shall not commit or permit any waste or misuse of the lease property, including erosion.

20. HAZARDOUS MATERIAL:

As used herein, the term "hazardous material" means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (40 CFR 172.101) or by the United States Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, petroleum products, or such other substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in or about the lease premises without the prior written consent of CDA, which consent shall not be unreasonably withheld so as long as tenant demonstrates to CDA reasonable satisfaction

that such hazardous material is necessary to tenant's business and will be used, kept and stored in a manner that complies with all laws and rules regulating any hazardous material. No person shall cause or permit any hazardous material to be discharged or deposited in any part of the sewage or wastewater disposal system. All hazardous materials shall be used strictly in accordance with applicable rules, regulations and ordinances, and under no condition shall any person allow any hazardous material into the air, ground or water that is not in compliance with said rules and regulations. In event any hazardous material escapes, spills, or is otherwise not used in compliance with rules and regulations, the CDA shall immediately be notified. The person responsible for the hazardous material will clean up and dispose of the hazardous material in compliance with all rules and regulations governing such spills.

21. MISCELLANEOUS:

A. NON WAIVER:

Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

B. ATTORNEY FEES:

If suit or action or any appeal therefrom is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees.

C. INSPECTION OF PREMISES:

CDA shall have the right to inspect the premises at any reasonable time or times.

D. SUCCESSION:

Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding upon and enure to the benefit of the parties, their respective successors and assigns.

E. TIME IS OF THE ESSENCE:

The parties acknowledge and agree that time is of the essence with respect to all the terms, conditions and provisions of this lease.

F. CAPTIONS:

The paragraph headings used herein are for the convenience only and are not intended to broaden or limit the meaning of the terms used.

G. NOTICES:

Any notice required or permitted under this lease shall be given when actually delivered or when deposited in the United States mail as certified mail addressed as follows:

Columbia Development Authority  
One Marine Drive  
P.O. Box 200, Suite 102  
Boardman, OR 97818

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

or to such other address as may be specified from time to time by either of the parties in writing.



22. ENTIRE AGREEMENT:

This lease embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this contract shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. In addition, the parties specifically acknowledge and agree that the term of this lease is as set forth above and that no contract, lease or agreement exists between the parties concerning any extension, renewal or additional lease term. The parties further agree that in the event the parties mutually agree to modify this lease in any way, said modification shall not be effective until reduced to writing and signed by both of the parties.

COLUMBIA DEVELOPMENT AUTHORITY

By \_\_\_\_\_

Date \_\_\_\_\_

COMPANY NAME

By \_\_\_\_\_

Date \_\_\_\_\_

=====
STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared, Greg Smith, whose identity is personally known to me and who by me duly sworn, did say that he is the Executive Director of the Columbia Development Authority, and that said document was signed by him in behalf of the Columbia Development Authority, and acknowledged to me and executed the same.

\_\_\_\_\_

=====

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared, \_\_\_\_\_, who being duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_, and that said document was signed by him in behalf of said Columbia Development Authority, and acknowledged to me that said is executed the same.

\_\_\_\_\_

**IGLOO STORAGE LEASE AGREEMENT**

THIS IGLOO STORAGE LEASE AGREEMENT (this “Lease”) is made and entered into as of April 1, 2023 by and between COLUMBIA DEVELOPMENT AUTHORITY, an Oregon intergovernmental entity organized and existing as provided by the terms and provisions of an intergovernmental agreement dated May 15, 1995, as amended, between the County of Morrow and the County of Umatilla, both political subdivisions of the State of Oregon, the Port of Morrow and the Port of Umatilla, both port districts and municipal corporations of the State of Oregon, and the Confederated Tribes of the Umatilla Indian Reservation, a federally recognized Indian tribe (“Landlord”) and WALLA WALLA FOUNDRY, INC., a Washington corporation (“Tenant”).

**1. Basic Lease Information.**

1.01 “Property” shall mean the real property owned by Landlord in Umatilla and Morrow Counties, Oregon and identified as Parcel I on the map attached hereto as **Exhibit A** and by this reference incorporated herein.

1.02 “Premises” shall mean nine of the storage units, commonly known as “igloos”, on the Property and known as Igloos 914, 916, 917, 919, 947, 948, 950, 960, 979, and 980 (each an “Igloo”), as shown on the map attached hereto as **Exhibit B** and by this reference incorporated herein.

1.03 “Base Rent”: shall mean the sum of \$1,125.00 per month (i.e., \$125.00 per month / per Igloo).

1.04 “Term”: The period commencing on April 1, 2023 (the “Commencement Date”) and, unless terminated earlier in accordance with this Lease, ending on December 31, 2023 (the “Termination Date”).

1.05 “Security Deposit”: \$1,125.00.00, as more fully described in Section 6.

1.06 “Permitted Use”: Storage of personal property owned or controlled by Tenant (the “Stored Property”) and no other purpose.

1.07 “Notice Address(es)”:

Landlord:	Tenant:
<b>Columbia Development Authority</b> One Marine Drive P.O. Box 200, Suite 102 Boardman, OR 97818 Attn: Debbie Pedro Email: columbiaassistant@gmail.com	<b>Walla Walla Foundry</b> 405 Woodland Ave, Walla Walla, WA 99362 Attn: _____ Email: _____

**2. Lease Grant.** The Premises are hereby leased to Tenant from Landlord subject to the terms and conditions of this Lease and further subject to all easements, covenants, servitudes and other restrictions of record affecting the Property.

**3. Storage.** The Premises are accepted by Tenant in “AS-IS, WHERE-IS” condition and configuration without any representations or warranties by Landlord. Landlord will have no responsibility to improve the Premises or any portion thereof for the benefit of Tenant.

**4. Rent.** Tenant shall pay Landlord, without any setoff or deduction, unless expressly set forth in this Lease, all Base Rent and Additional Rent due for the Term (collectively referred to as “Rent”). “Additional

**Rent**” means all sums (exclusive of Base Rent) that Tenant is required to pay Landlord under this Lease. Base Rent shall be due and payable in advance on the first day of each calendar month without notice or demand, provided that the installment of Base Rent for the first full calendar month of the Term, shall be payable upon the execution of this Lease by Tenant. All other items of Rent shall be due and payable by Tenant on or before 30 days after billing by Landlord. Rent shall be made payable to the Landlord, and sent to the address for Landlord set forth above, or such other place as Landlord may designate, and shall be made by good and sufficient check or by other means acceptable to Landlord. Past due Rent shall accrue interest at the lesser of 10% per annum or the maximum rate permitted under applicable law, and Tenant shall pay Landlord a reasonable fee for any checks returned by Tenant’s bank for any reason. Landlord’s acceptance of less than the correct amount of Rent shall be considered a payment on account of the oldest obligation due from Tenant hereunder, then to any current Rent then due hereunder, notwithstanding any statement to the contrary contained on or accompanying any such payment from Tenant. Rent for any partial month during the Term shall be prorated. No endorsement or statement on a check or letter accompanying payment shall be considered an accord and satisfaction. Tenant’s covenant to pay Rent is independent of every other covenant, obligation, warranty or representation in this Lease.

**5. Compliance with Laws; Use.** The Premises shall be used for the Permitted Use and for no other use whatsoever. Tenant shall be responsible, at its sole cost and expense, for compliance with all statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity whether in effect now or later, including the Americans with Disabilities Act (“**Law(s)**”), regarding the operation of Tenant’s business and the use of the Premises. Tenant shall comply with any reasonable rules and regulations for the Property adopted by Landlord from time to time.

**6. Security Deposit.**

6.01 The Security Deposit shall be delivered to Landlord upon the execution of this Lease by Tenant and held by Landlord without liability for interest (unless required by Law) as security for the performance of Tenant’s obligations. The Security Deposit is not an advance payment of Rent or a measure of damages. Landlord may from time to time and without prejudice to any other remedy provided in this Lease or by Law, use all or a portion of the Security Deposit to the extent necessary to satisfy past due Rent or to satisfy any other loss or damage resulting from Tenant’s breach under this Lease. If Landlord uses any portion of the Security Deposit, Tenant, within 3 days after demand, shall restore the Security Deposit to its original amount. Landlord shall not be required to keep the Security Deposit separate from its other accounts.

6.02 Landlord shall return any unapplied portion of the Security Deposit to Tenant within 30 days after the date Tenant surrenders the Premises to Landlord; provided, however, that Landlord may first apply the Security Deposit to the cost of any cleaning or repairs in the event the Tenant does not surrender the Premises in broom-clean condition, or as otherwise required under this Lease. In no event shall any such return be construed as an admission by Landlord that Tenant has performed all of its covenants and obligations hereunder.

**7. Premises Access.** Tenant acknowledges that the Premises must be accessed through adjoining property owned or controlled by the United States Department of the Army and operated by its licensee the Oregon Military Department (the “**Army**”), and Landlord neither guarantees, nor is obligated to provide, Tenant with access to the Premises; provided, however, that Landlord will use reasonable efforts to facilitate Tenant access to the Premises through the Army. Tenant shall contact Landlord by phone at (541) 481–3693, or by email at “columbiadaassistant@gmail.com”, at-least two (2) business days in advance of any desired access date in order to coordinate Tenant access to the Premises. All access coordination, and any other coordination, as may be required, shall be through Landlord, and Tenant shall not contact the Army or any other third party without first contacting, and obtaining the consent of, Landlord. If reasonably necessary, Landlord may temporarily close all or a portion of the Premises to perform repairs, alterations and additions.

If Landlord, at Tenant's request, provides any services which are not Landlord's express obligation under this Lease, including, without limitation, any repairs which are Tenant's responsibility, Tenant shall pay Landlord, or such other party designated by Landlord, the cost of providing such service plus a reasonable administrative charge. If Tenant is in possession of or enters the Premises before the Commencement Date, Tenant shall be subject to the terms and conditions of this Lease.

**8. Leasehold Improvements.** All improvements in and to the Premises (collectively, "**Leasehold Improvements**") shall remain upon the Premises at the end of the Term without compensation to Tenant.

**9. Repairs and Maintenance.** Tenant shall (a) maintain the Premises and make all repairs necessary for maintaining the same in its present condition, excluding depreciation from ordinary wear, and (b) immediately remove from the Property all personal property, trash and debris owned or brought onto the Property by Tenant and not located within the Premises (e.g., pallets from moving molds, etc.), and restore any portion of the Property impacted by the same to its previously existing condition, excluding depreciation from ordinary wear and tear. If Tenant fails or refuses to make repairs or remove items as required by this section, Landlord may make the repairs or undertake the removal and charge the actual costs of the same to Tenant. Such expenditures by Landlord shall be reimbursed by the Tenant on demand, together with interest at the rate of 10% per cent per annum from the date of expenditure by Landlord. Except in an emergency creating an immediate risk of personal injury or property damage, Landlord shall notify Tenant of the needed repairs or removal at least 30 days before work is commenced, outlining with reasonable particularity with work required.

**10. Entry by Landlord.** Landlord may enter the Premises to inspect the Premises or to perform or facilitate the performance of repairs, alterations or additions to the Premises. Except in emergencies, Landlord shall provide Tenant with reasonable prior verbal notice of entry and shall use reasonable efforts to minimize any interference with Tenant's use of the Premises. If reasonably necessary, Landlord may temporarily close all or a portion of the Premises to perform repairs, alterations and additions. Entry by Landlord shall not constitute a constructive eviction or entitle Tenant to an abatement or reduction of Rent.

**11. Assignment and Subletting.** Tenant may not assign, sublet, or otherwise convey an interest in this Lease without the written consent of Landlord, which consent may be withheld, conditioned or delayed in the sole discretion of Landlord.

**12. Liens.** Tenant shall not permit mechanics' or other liens to be placed upon the Property, Premises or Tenant's leasehold interest in connection with any work or service done or purportedly done by or for the benefit of Tenant. Tenant shall give Landlord notice at least 15 days prior to the commencement of any work in the Premises to afford Landlord the opportunity, where applicable, to post and record notices of non-responsibility. Tenant, within 10 days of notice from Landlord, shall fully discharge any lien by settlement, by bonding or by insuring over the lien in the manner prescribed by the applicable lien Law and, if Tenant fails to do so, Tenant shall be deemed in Default under this Lease and, in addition to any other remedies available to Landlord as a result of such Default by Tenant, Landlord, at its option, may bond, insure over or otherwise discharge the lien. Tenant shall reimburse Landlord for any amount paid by Landlord, including, without limitation, reasonable attorneys' fees.

**13. Indemnity and Waiver of Claims.** Except to the extent caused by the negligence or willful misconduct of Landlord or any Landlord Related Parties (defined below), Tenant shall indemnify, defend and hold Landlord and Landlord Related Parties harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by Law) (collectively referred to as "**Losses**"), which may be imposed upon, incurred by or asserted against Landlord or any of the Landlord Related Parties by any third party and arising out of or in connection with any damage or injury occurring

in the Premises or any acts or omissions (including violations of Law) of Tenant, the Tenant Related Parties (defined below) or any of Tenant's transferees, contractors or licensees. Tenant hereby waives all claims against and releases Landlord, its affiliates, including but not limited to the County of Morrow and the County of Umatilla, both political subdivisions of the State of Oregon, the Port of Morrow and the Port of Umatilla, both port districts and municipal corporations of the State of Oregon, and the Confederated Tribes of the Umatilla Indian Reservation, a federally recognized Indian tribe, and its and their respective trustees, members, principals, beneficiaries, partners, officers, directors, employees and agents (the "**Landlord Related Parties**") from all claims for any injury to or death of persons, damage to property or business loss in any manner related to (a) Force Majeure, (b) acts of third parties, (c) the inadequacy or failure of any security or protective services, personnel or equipment, (d) water, snow or ice upon or near the Property, or (e) any matter not within the reasonable control of Landlord, and Tenant agrees to look only to Tenant's Insurance in the event of such claims.

**14. Insurance.** From and after the Commencement Date (or such earlier date as Tenant first accesses the Premises), Tenant shall maintain the following insurance ("**Tenant's Insurance**"): (a) Commercial General Liability Insurance applicable to the Premises and its appurtenances providing, on an occurrence basis and in the aggregate, limits of \$1,000,000.00; (b) Property and Income Coverage Insurance written on a Causes of Loss - Special Form at replacement cost value and with a replacement cost endorsement covering all of Tenant's Stored Property, trade fixtures, equipment, merchandise and other personal property within the Premises ("**Tenant's Property**"). All Commercial General Liability Insurance policies shall name as additional insureds Landlord (or its successors and assignees) and its respective members, principals, beneficiaries, partners, officers, directors, employees, and agents, and other designees of Landlord and its successors as the interest of such designees shall appear. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees at least 30 days' advance written notice of any cancellation, termination, material change or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's Insurance prior to, or as soon as practicable following, but in any case not later than 30 days following the Commencement Date, and thereafter as necessary to assure that Landlord always has current certificates evidencing Tenant's Insurance.

**15. Subrogation.** Landlord and Tenant hereby waive and shall cause their respective insurance carriers to waive any and all rights of recovery, claims, actions or causes of action against the other for any loss or damage with respect to Tenant's Property, Leasehold Improvements, the Premises, or any contents thereof, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance. For the purposes of this waiver, any deductible with respect to a party's insurance shall be deemed covered by and recoverable by such party under valid and collectable policies of insurance.

**16. Casualty Damage.** If all or any portion of the Premises becomes untenantable or inaccessible by fire or other casualty to the Premises or the (collectively a "**Casualty**"), Landlord, by notice to Tenant within 30 days after the date of the Casualty, shall have the right to terminate this Lease. If this Lease is not terminated, Landlord shall promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Landlord's reasonable control, restore the Premises. Such restoration shall be to substantially the same condition that existed prior to the Casualty, except for modifications required by Law or any other modifications to the Common Areas deemed desirable by Landlord. In no event shall Landlord be required to spend more for the restoration of the Premises than the proceeds received by Landlord, whether insurance proceeds or proceeds from Tenant. Landlord shall not be liable for any inconvenience to Tenant, damage to the Stored Property, or injury to Tenant's business resulting in any way from the Casualty or the repair thereof.

## **17. Events of Default; Landlord Termination.**

17.01 In addition to any other default specifically described in this Lease, each of the following occurrences shall be a “**Default**”: (a) Tenant’s failure to pay any portion of Rent when due, if the failure continues for more than 7 days after written notice to Tenant; (b) Tenant becomes insolvent, makes a transfer in fraud of creditors, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts when due or forfeits or loses its right to conduct business; (c) Tenant permits a Transfer without Landlord’s required approval or otherwise in violation of Section 11 of this Lease; (d) a trustee or receiver is appointed to take possession of substantially all of Tenant’s assets located at the Premises or of Tenant’s interest in this Lease; (e) the leasehold estate is taken by process or operation of Law; (f) Tenant is in default beyond any notice and cure period under any other lease or agreement with Landlord; or (g) Tenant’s failure to comply with any other term, provision, condition or covenant of this Lease, if the failure is not cured within 10 days after written notice to Tenant provided, however, if Tenant’s failure to comply cannot reasonably be cured within 10 days, Tenant shall be allowed additional time (not to exceed 60 days) as is reasonably necessary to cure the failure so long as Tenant begins the cure within 10 days and diligently pursues the cure to completion. If Landlord provides Tenant with notice of Tenant’s failure to comply with any specific provision of this Lease on three (3) separate occasions during any 12 month period, Tenant’s subsequent violation of such provision shall, at Landlord’s option, be an incurable Default by Tenant. All notices sent under this Section shall be in satisfaction of, and not in addition to, notice required by Law.

17.02 Landlord may, in its sole and absolute discretion, terminate this Lease upon not less than thirty (30) days prior written notice to Tenant, in which case Tenant shall immediately surrender the Premises to Landlord and remove the Stored Property on or before the termination date set forth in Landlord’s notice.

## **18. Remedies.**

18.01 Upon Default, Landlord shall have the right to terminate this Lease, in which case Tenant shall immediately remove the Stored Property and surrender the Premises to Landlord. If Tenant fails to surrender the Premises and remove the Stored Property, Landlord, in compliance with Law, may remove the Stored Property and any party occupying the Premises and store Tenant’s Property at the risk and expense of Tenant. Tenant shall pay Landlord, on demand, all past due Rent (together with interest thereon as set forth in Section 4 above) and other losses and damages Landlord suffers as a result of Tenant’s Default. No right or remedy of Landlord shall be exclusive of any other right or remedy. Each right and remedy shall be cumulative and in addition to any other right and remedy now or subsequently available to Landlord at Law or in equity.

18.02 Tenant waives and releases all Losses Tenant may have resulting from Landlord’s removing and storing Tenant’s Property in the event of a Default as permitted under this Lease, regardless whether this Lease is terminated, and, to the fullest extent allowable under the Laws, Tenant releases and will indemnify, defend and hold Landlord and the Landlord Related Parties harmless from and against any and all Losses occasioned by Landlord’s disposition of Tenant’s Property.

**19. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, (i) THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD) SHALL BE LIMITED TO THE INTEREST OF LANDLORD IN THE PROPERTY, (ii) TENANT SHALL LOOK SOLELY TO LANDLORD’S INTEREST IN THE PROPERTY FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST LANDLORD OR ANY LANDLORD RELATED PARTY, AND (iii) NEITHER LANDLORD NOR ANY LANDLORD RELATED PARTY SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY, AND IN NO EVENT SHALL LANDLORD OR ANY LANDLORD RELATED PARTY BE LIABLE TO TENANT FOR ANY LOST PROFIT, DAMAGE TO OR LOSS OF BUSINESS OR ANY FORM OF SPECIAL, INDIRECT OR

CONSEQUENTIAL DAMAGE. BEFORE FILING SUIT FOR AN ALLEGED DEFAULT BY LANDLORD, TENANT SHALL GIVE LANDLORD NOTICE AND REASONABLE TIME TO CURE THE ALLEGED DEFAULT. WHEREVER IN THIS LEASE TENANT (A) RELEASES LANDLORD FROM ANY CLAIM OR LIABILITY, (B) WAIVES OR LIMITS ANY RIGHT OF TENANT TO ASSERT ANY CLAIM AGAINST LANDLORD OR TO SEEK RECOURSE AGAINST ANY PROPERTY OF LANDLORD OR (C) AGREES TO INDEMNIFY LANDLORD AGAINST ANY MATTERS, THE RELEVANT RELEASE, WAIVER, LIMITATION OR INDEMNITY SHALL RUN IN FAVOR OF AND APPLY TO LANDLORD AND THE LANDLORD RELATED PARTIES.

**20. Relocation.** Landlord, at its expense, at any time during the Term, may relocate Tenant from one or more of the Igloos comprising the Premises to another or other Igloos of comparable size and utility located on the Property upon note less than thirty (30) days' prior written notice to Tenant.

**21. Holding Over.** If Tenant fails to surrender all or any part of the Premises and remove the Stored Property at the termination of this Lease, occupancy of the Premises after termination shall be that of a tenancy at sufferance. Tenant's occupancy shall be subject to all the terms and provisions of this Lease, and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to 150% of the sum of the Base Rent and Additional Rent due for the period immediately preceding the holdover.

**22. Notice.** All demands, approvals, consents or notices (collectively referred to as a "notice") shall be in writing and the same shall be given and be deemed to have been served, given and received (i) if delivered by hand or e-mail transmission, when delivered in person or the transmission or the e-mail is received at the address or e-mail address set forth hereinafter for the party to whom notice is given, or (ii) if mailed, when placed in the United States mail, postage pre-paid, by certified mail, return receipt requested, addressed to the party at the address specified above. Any party may change its address or e-mail address for notices by giving five days advance written notice to the other party hereto in the manner provided for herein.

**23. Surrender of Premises.** At the termination of this Lease or Tenant's right of possession, Tenant shall remove Tenant's Property from the Premises, and quit and surrender the Premises to Landlord, broom clean, and in good order, condition and repair, ordinary wear and tear and damage which Landlord is obligated to repair hereunder excepted. If Tenant fails to remove any of Tenant's Property, or to restore the Premises to the required condition, within 7 days after termination of this Lease or Tenant's right to possession, Landlord, at Tenant's sole cost and expense, shall be entitled (but not obligated) to remove and store Tenant's Property and/or perform such restoration of the Premises. Landlord shall not be responsible for the value, preservation or safekeeping of Tenant's Property. Tenant shall pay Landlord, upon demand, the expenses and storage charges incurred. If Tenant fails to remove Tenant's Property from the Premises or storage, within 30 days after notice, Landlord may deem all or any part of Tenant's Property to be abandoned and, at Landlord's option, title to Tenant's Property shall vest in Landlord or Landlord may dispose of Tenant's Property in any manner Landlord deems appropriate.

**24. Site Warning; Hazardous Materials.**

**24.01 TENANT IS WARNED THAT THE PROPERTY SITE WAS PART OF A MILITARY INSTALLATION WHERE WEAPONS OF VARIOUS KINDS WERE STORED AND POSSIBLY MAINTAINED AND/OR USED AND CONTAINS FRIABLE AND NON-FRIABLE ASBESTOS OR ASBESTOS-CONTAINING MATERIAL (HEREINAFTER REFERRED TO AS "ACM") AMONG OTHER ENVIRONMENTAL AND HEALTH RISKS KNOWN AND UNKNOWN. UNPROTECTED OR UNREGULATED EXPOSURES TO ASBESTOS IN PRODUCT MANUFACTURING, SHIPYARD, AND BUILDING CONSTRUCTION WORKPLACES HAVE**



**BEEN ASSOCIATED WITH ASBESTOS-RELATED DISEASES. BOTH THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (“OSHA”) AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY (“EPA”) REGULATE ASBESTOS BECAUSE OF THE POTENTIAL HAZARDS ASSOCIATED WITH EXPOSURE TO AIRBORNE ASBESTOS FIBERS. BOTH OSHA AND EPA HAVE DETERMINED THAT SUCH EXPOSURE INCREASES THE RISK OF ASBESTOS-RELATED DISEASES, WHICH INCLUDE CERTAIN CANCERS AND WHICH CAN RESULT IN DISABILITY OR DEATH. Tenant acknowledges that it has been invited, urged, and cautioned to inspect the Premises as to its asbestos and ACM content and condition and any hazardous or environmental conditions relating thereto prior to engaging in any activities at the Property. Notwithstanding the foregoing notice, Tenant shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Premises including, without limitation, any asbestos and ACM hazards or concerns. Any description of the Property or other information relating to the condition of the Premise provided by Landlord to Tenant is based on the best information available to Landlord and is believed to be correct, but an error or omission, including, but not limited to, the omission of any information available to Landlord and/or any federal or state agency, shall not constitute grounds or reason for any claim by Tenant against Landlord. Landlord assumes no liability for damages for personal injury, illness, disability, or death, to Tenant, or to Tenant’s successors, assigns, employees, invitees, or any other person subject to Tenant’s control or direction, or to any other person, including members of the general public, arising from or incidental to the transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether Tenant, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.**

24.02 “**Hazardous Materials**” means any matter giving rise to liability under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, U.S.C. Section 9601 et seq. (including the so-called “Superfund” amendments thereto), any other applicable federal, state or local statute, law, ordinance, rule or regulation governing or pertaining to any hazardous substances, hazardous wastes, chemicals or other materials, including, without limitation, asbestos, polychlorinated biphenyls, radon, petroleum, toxic mold and any derivative thereof or any common law theory based on nuisance or strict liability. It is the intent of the parties hereto to construe the terms “Hazardous Materials” in its broadest sense. “**Hazardous Materials Laws**” means any federal, state or local statutes, laws, ordinances, regulations or any common law theory based on nuisance or strict liability now existing or existing after the date of this Lease that control, classify, regulate, list or define Hazardous Materials or require remediation of Hazardous Materials contamination.

24.03 Tenant will not cause any Hazardous Materials to be brought upon, kept or used on the Premises or the Property. Tenant releases and will indemnify, defend and hold Landlord and the Landlord Related Parties harmless from and against any and all Losses whatsoever arising or resulting, in whole or in part, directly or indirectly, from the presence, treatment, storage, transportation, disposal, release or management of Hazardous Materials in, on, under, upon or from the Premises or the Property (including water tables and atmosphere) that Tenant, any Tenant Related Party or any contractor, licensee or invitee of Tenant or any Tenant Related Party, brings upon, keeps or uses on the Premises or the Property. Tenant’s obligations under this section include, without limitation and whether foreseeable or unforeseeable, (a) the costs of any required or necessary repair, clean-up, detoxification or decontamination of the Premises or the Property; (b) the costs of implementing any closure, remediation or other required action in connection therewith as stated above; (c) the value of any loss of use and any diminution in value of the Premises or the Property; and (d) consultants’ fees, experts’ fees and response costs. Tenant’s obligations under this section survive the expiration or earlier termination of this Lease.

**25. Miscellaneous.**

25.01 This Lease shall be interpreted and enforced in accordance with the Laws of the state of Oregon. If any term or provision of this Lease shall to any extent be void or unenforceable, the remainder of this Lease shall not be affected.

25.02 If Landlord retains an attorney or institutes legal proceedings due to Tenant's failure to pay Rent when due, then Tenant shall be required to pay Additional Rent in an amount equal to the reasonable attorneys' fees and costs actually incurred by Landlord in connection therewith. Notwithstanding the foregoing, in any action or proceeding between Landlord and Tenant, including any appellate or alternative dispute resolution proceeding, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses in connection therewith, including, but not limited to, reasonable attorneys' fees actually incurred. No failure by either party to declare a default immediately upon its occurrence, nor any delay by either party in taking action for a default, nor Landlord's acceptance of Rent with knowledge of a default by Tenant, shall constitute a waiver of the default, nor shall it constitute an estoppel.

25.03 Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Property.

25.04 Time is of the essence of this Lease. The expiration of the Term, whether by lapse of time, termination or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or termination of this Lease.

25.05 If Tenant is a corporation, partnership, trust, association or other entity, Tenant and each person executing this Lease on behalf of Tenant hereby covenants and warrants that (a) Tenant is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (b) Tenant has and is duly qualified to do business in the state in which the Premises is located, (c) Tenant has full corporate, partnership, trust, association or other appropriate power and authority to enter into this Lease and to perform all of Tenant's obligations hereunder and (d) each person (and all of the persons if more than one signs) signing this Lease on behalf of Tenant is duly and validly authorized to do so.

25.06 Landlord excepts and reserves exclusively to itself any and all rights not specifically granted to Tenant under this Lease. This Lease constitutes the entire agreement between the parties and supersedes all prior agreements and understandings related to the Premises. Neither party is relying upon any warranty, statement or representation not contained in this Lease. This Lease may be modified only by a written agreement signed by an authorized representative of Landlord and Tenant.

25.07 This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution of this Lease by the parties hereto may be evidenced by the transmission of electronic copies (including copies executed by .PDF or DocuSign), which shall have the same effect as an original.

*[Signatures follow]*

Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD:

COLUMBIA DEVELOPMENT AUTHORITY, an Oregon intergovernmental entity organized and existing as provided by the terms and provisions of an intergovernmental agreement dated May 15, 1995, as amended

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TENANT:

WALLA WALLA FOUNDRY, INC., a Washington corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Tenant's Tax ID Number (FEIN):

\_\_\_\_\_

**EXHIBIT A**  
**MAP OF PROPERTY**

*[Attached]*

**EXHIBIT B**

**DEPICTION OF PREMISES**

*[Attached]*