



**Agenda**  
**Tuesday, July 25, 2023**  
**2:30pm**  
**Columbia Development Authority**  
**Board Meeting**  
**Hermiston City Hall-Upper level board room**

Note: Please join us in person

**Welcome and Greetings from Chairman Kim Puzey**

**Introductions**

**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 and Emily Collins Project Coordinator

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

**Consent Agenda**

1. Approve CDA Board Meeting Minutes June 27,2023
2. Approve the CDA- BEO June 2023 Statement and QuickBooks reports Balance Sheet, and P/L June ending balance of \$60,595.24
3. Port of Morrow Report on Grant Expenditures through June 2023

**Action Items:**

1. Annexation Umatilla County Fire District #1 MOU
2. Policies
3. RFP for Road Design
4. Project Agreements
5. UEC Easements 1-6 Tracts

**Old Business:**

1. Closing Fees, Banks Fees and Insurance



## Executive Director Comments

### New Business

1. Lot Line Adjustments and Legal Lots
2. PSA CTUIR
3. South Oregon Trail and Igloo Explosion Site construction estimate
4. Map and Master Planning progress
5. Economic Development Updates by CDA Members

Other:

### Director Update

### 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 us by calling in at:

Meeting ID: 840 3477 5464

Passcode: 039461

One tap mobile

+12532158782,,84034775464#,,,,\*039461# US (Tacoma)

+13462487799,,84034775464#,,,,\*039461# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 301 715 8592 US (Washington DC)



**MINUTES**  
**Tuesday, June 27, 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 Dorrان, Alternate Port of Morrow Joe Taylor, Alternate Morrow County David Sykes

**CDA Staff:** Debbie Pedro, CDA Assistant, Emily Collins, CDA Planning Coordinator

**Guests Introductions** and members of the press: Elizabeth Howard, Josh Burns, Ty Lord, Gib Evans, Mark Leeper, Bill Saporito, Brad Baird, Michele Lanigan, Andrea Di Salvo, Byron Smith, Craig Coleman, Tamara Mabbott, Ryan DeGroft, Shannon Souza, Kelly Doherty, Scott Stanton, and Patrick Collins.

**Consent Agenda**

1. Approve CDA Board Meeting Minutes April 25, 2023.
2. Approve the CDA- BEO April and May 2023 Statement and QuickBooks, Balance Sheet, and P/L May ending balance of \$49,709.03.
3. Port of Morrow Report on Grant Expenditures through May 2023.

**A Motion to approve the consent agenda was made by Ms. Mittelsdorf to approve the consent agenda; second by Mr. Wenholz, motion carries.**

**Action Items:**

1. Policies  
**This item will be moved to the in-person July meeting.**
2. RFP for Road Design  
**Ms. Mittelsdorf motioned to approve the road design RFP to go out on June 28<sup>th</sup>; seconded by Mr. Shafer, motion carries.**



The board has requested to meet with the road design engineer at the start of the design process.

3. Project Agreements – Mr. Wenholz is recusing himself from this vote and alternate, Mr. Sykes, is stepping in.

**This item was moved to the Executive Board meeting.**

#### **Old Business:**

1. Master Planning

**This item will be moved to the in-person July meeting.**

**Emily will set up a meeting with Ryan DeGroft to discuss a Business Oregon infostructure grant.**

2. Property Transfer from CDA to CTUIR 4019 update

**This item will be moved to the in-person July meeting.**

3. Annexation Umatilla County Fire District #1

- Road maintenance - discussion on who will own and maintain the roads at the Depot.

**This item will be moved to the in-person July meeting.**

4. CDA Celebration Date July 12, 2023, at 10am

**Port of Umatilla, CTUIR, Port of Morrow, Morrow County, and Umatilla County have agreed to all contribute \$1,100 each to the CDA Celebration on July 12, 2023.**

#### **New Business**

1. Five Million Legislative Investment

2. Center Point Review

3. Future Plan and Land Division

**This item will be moved to the in-person July meeting.**

4. CTUIR Wildlife Management

**This item will be moved to the in-person July meeting.**

5. CTUIR Farm Project

**This item will be moved to the in-person July meeting.**

6. Economic Development Updates by CDA Members

Other:

#### **Director Update**

**Public Comment – Craig Coleman, LUBA will appeal an aggregate pit moving to the CDA. He advised that it competes with the public and will not be in the CDA's best interest.**

**Adjourn @ 2:32 pm**



### Executive Session

4. Project Agreements – Mr. Wenholz is recusing himself from this vote and alternate, Mr. Sykes, is stepping in.

**Ms. Mittelsdorf raised a concern regarding a project agreement being in direct competition with a business currently in operation at the Port of Morrow. This item will be moved to the in-person July meeting.**

### Adjourn @ 2:54 pm

**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=aDRaTlVSZXZkdzUrbFhHZDRvazA1Zz09>

Meeting ID: 840 3477 5464

Passcode: 039461

One tap mobile

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+13462487799,,84034775464#,,,,\*039461# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

Meeting ID: 840 3477 5464

Passcode: 039461

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

11:18 AM

07/19/23

**Columbia Development Authority**  
**Reconciliation Summary**  
CDA Checking Account-BEO, Period Ending 06/30/2023

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	Jun 30, 23
Beginning Balance	49,709.03
Cleared Transactions	
Checks and Payments - 2 items	-38.79
Deposits and Credits - 1 item	10,925.00
Total Cleared Transactions	10,886.21
Cleared Balance	<u>60,595.24</u>
Uncleared Transactions	
Checks and Payments - 1 item	-25,204.00
Deposits and Credits - 1 item	0.00
Total Uncleared Transactions	-25,204.00
Register Balance as of 06/30/2023	<u>35,391.24</u>
Ending Balance	35,391.24

**Columbia Development Authority**  
**Reconciliation Detail**  
 CDA Checking Account-BEO, Period Ending 06/30/2023

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						49,709.03
<b>Cleared Transactions</b>						
<b>Checks and Payments - 2 items</b>						
Check	06/30/2023	2509	Umatilla Electric Co...	X	-35.00	-35.00
Check	06/30/2023	W/D	Bank of Eastern Ore...	X	-3.79	-38.79
Total Checks and Payments					-38.79	-38.79
<b>Deposits and Credits - 1 item</b>						
Deposit	06/28/2023	DEP	Bank of Eastern Ore...	X	10,925.00	10,925.00
Total Deposits and Credits					10,925.00	10,925.00
Total Cleared Transactions					10,886.21	10,886.21
Cleared Balance					10,886.21	60,595.24
<b>Uncleared Transactions</b>						
<b>Checks and Payments - 1 item</b>						
Check	06/12/2023	2508	SDIS Special Distric...		-25,204.00	-25,204.00
Total Checks and Payments					-25,204.00	-25,204.00
<b>Deposits and Credits - 1 item</b>						
Check	04/11/2023	DEP	Bank of Eastern Ore...		0.00	0.00
Total Deposits and Credits					0.00	0.00
Total Uncleared Transactions					-25,204.00	-25,204.00
Register Balance as of 06/30/2023					-14,317.79	35,391.24
<b>Ending Balance</b>					<b>-14,317.79</b>	<b>35,391.24</b>

Columbia Development Authority  
**Profit & Loss**  
June 30 through July 19, 2023

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	Jun 30 - Jul 19, 23
Ordinary Income/Expense	
Expense	
Bank Service Charges	3.79
Electric Bill Depot	35.00
Total Expense	38.79
Net Ordinary Income	-38.79
Net Income	<u>-38.79</u>



Columbia Development Authority

Balance Sheet

As of June 30, 2023

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	<u>Jun 30, 23</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
CDA Checking Account-BEO	35,391.24
Total Checking/Savings	<u>35,391.24</u>
Total Current Assets	<u>35,391.24</u>
<b>TOTAL ASSETS</b>	<b><u>35,391.24</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
Unrestricted Net Assets	134,626.71
Net Income	<u>-99,235.47</u>
Total Equity	<u>35,391.24</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>35,391.24</u></b>

# CDA GRANT EXPENDITURES

PORT OF MORROW | 4-1-2023 THRU 6-30-2023 | AS OF 7-21-2023 | CL090-22-01 |

## WAGES

04/11/23 Payroll Bi-Weekly 4/7/2023		8,218.40
04/24/23 Payroll Bi-Weekly 4/21/2023		8,506.40
05/09/23 Payroll Bi-Weekly 5/5/2023		8,372.00
05/23/23 Payroll Bi-Weekly 5/19/2023		9,119.49
06/06/23 Payroll Bi-Weekly 6/2/2023		10,718.40
06/20/23 Payroll Bi-Weekly 6/16/2023		10,872.00
<b>LRA TOTAL WAGES</b>	<b>400.4200.00</b>	<b>\$55,806.69</b>
<b>P/R COST 42%</b>	<b>415.4200.00</b>	<b>\$23,438.81</b>
<b>PAYROLL COSTS   LRA TOTAL</b>	<b>4XX.4200.00</b>	<b>\$79,245.50</b>

## CONTRACT SERVICES

5/31/2023 IRZ CONSULTING MAY 2023 CDA		6,435.00
6/30/2023 IRZ CONSULTING JUNE 2023 CDA		8,890.00
<b>CONTRACT SERVICES   LRA TOTAL</b>	<b>506.4200.00</b>	<b>\$15,325.00</b>

## TELEPHONE

4/30/2023 DEBORAH PEDRO - APRIL PHONE		100.00
4/30/2023 GREGORY SMITH - APRIL PHONE		100.00
5/31/2023 EMILY COLLINS - MAY PHONE		50.00
5/31/2023 DEBORAH PEDRO - MAY PHONE		100.00
5/31/2023 GREGORY SMITH - MAY PHONE		100.00
6/30/2023 EMILY COLLINS - JUNE PHONE		100.00
6/30/2023 DEBORAH PEDRO - JUNE PHONE		100.00
6/30/2023 GREGORY SMITH - JUNE PHONE		100.00
<b>TELEPHONE   LRA TOTAL</b>	<b>515.4200.00</b>	<b>\$750.00</b>

**SUPPLIES**

4/21/2023 VISA 8246** - 8246: PROJECT MEETING	199.10
5/22/2023 VISA 8246** - 8246: OFFICE SUPPLIES	241.87
5/31/2023 DEBORAH PEDRO REIMBURSEMENT: STORAGE BINS	29.94
6/19/2023 HIGH PERFORMANCE SIGNS - Banners & signs	\$489.00
6/21/2023 BOARDMAN CHAMBER OF COMMERCE - LUNCHEON - EMILY	\$15.00
6/21/2023 BOARDMAN CHAMBER OF COMMERCE - LUNCHEON - DEBBIE	\$15.00
6/21/2023 VISA 8246** - 8246: Name badges & banners	\$282.10

**SUPPLIES | LRA TOTAL****550.4200.00****\$1,272.01****LEGAL**

4/30/2023 SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	31,488.00
5/31/2023 SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	24,933.00
6/30/2023 SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	55,534.00

**LEGAL | LRA TOTAL****555.4200.00****\$111,955.00****ADS & PUBLICATIONS**

4/18/2023 EAST OREGONIAN ACCT#036576 PROPOSAL AD	47.25
4/21/2023 VISA 8246** - 8246: ADVERTISING	461.19
4/26/2023 SYKES PUBLISHING LLC - ADVERTISING	35.2

**ADS & PUBLICATIONS TOTAL****560.4200.00****\$543.64****TRAVEL**

4/30/2023 DEBORAH PEDRO - REIMB: MTGS, DEPOT TOURS/INVENTORY, CHAMBER LUNCH	173.51
5/22/2023 VISA 8246** - 8246: TRAVEL EXP. FOR PROJECT CENTER POINT	2,280.80
5/22/2023 VISA 6348** - 6348: TRAVEL EXP. FOR PROJECT CENTER POINT	2,902.76
5/31/2023 EMILY COLLINS - MILEAGE REIMB: Contractor mtg @ depot	15.72
5/31/2023 DEBORAH PEDRO - REIMB.: DEPOT TOUR, Project Center Point travel exp.	198.56
5/31/2023 GREGORY SMITH - Mileage reimb, Uber, mtg : Project Center Point	152.84
6/30/2023 DEBORAH PEDRO - MILEAGE REIMB.: IRRIGON CHAMBER	15.72

**TRAVEL | LRA TOTAL****570.4200.00****\$5,739.91**

**EDUCATION CDA****EDUCATION CDA | LRA TOTAL****573.4200.00****\$0.00****DUES & SUBSCRIPTIONS**

4/21/2023 VISA 8246\*\* - 8246: GOOGLE SUBSCRIPTION

1.99

5/16/2023 ASSOCIATION OF DEFENSE COMM. - MEMBERSHIP DUES - Columbia Dev.Authority

450.00

6/6/2023 HEPPNER CHAMBER OF COMMERCE - CHAMBER MEMBERSHIP DUES-CDA

\$150.00

6/21/2023 VISA 8246\*\* - 8246: Adobe annual renewal &amp; Google

\$241.87

**DUES & SUBSCRIPTIONS | LRA TOTAL****580.4200.00****\$843.86****LEASE EXPENSE**

4/30/2023 LRA Lease

2,906.83

5/31/2023 LRA Lease

2,906.83

6/30/2023 LRA Lease

2,906.83

**LEASE EXPENSE | LRA TOTAL****594.4200.00****\$8,720.49****TOTAL OF LEDGER****EXPENSES YEAR TO-DATE****\$224,395.41****EXPENSES TOWARDS 1<sup>ST</sup> QTR ENDING 6/30/2023****\$224,395.41**



# Umatilla County Fire District#1

320 S. 1st Street  
Hermiston, OR 97838

541-567-8822 Bus |

[ucfd1.com](http://ucfd1.com)

541-564-6463 Fax | [fire.district@ucfd1.com](mailto:fire.district@ucfd1.com)

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## Umatilla County Fire District #1 Fire Protection Services Memorandum of Understanding

This Fire Protection Services Memorandum of Understanding (this “Agreement”) is entered into as of the \_\_\_ day of July, 2023 (the “Effective Date”), by and between Umatilla County Fire District #1 (“UCFD1”) and Columbia Development Authority, an Oregon intergovernmental entity, organized and existing as provided by the terms and provisions of an intergovernmental agreement entered into pursuant to the provisions of ORS 190.003 to ORS 190.085 and ORS 190.110 dated May 15, 1995, as amended and restated, 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 (“CDA”).

### RECITALS

- A. WHEREAS CDA requires temporary fire protection services for its lands and improvements thereon from the Effective Date until such time as its lands are annexed into the UCFD1 fire protection area in order to maintain CDA’s property fire insurance coverage;
- B. WHEREAS the CDA Board of Directors approved at its Board meeting in April 25, 2023 to request annexation of their properties located in Umatilla County into the UCFD1 fire protection area and has sent correspondence to UCFD1’s Board of Directors requesting such fire protection and emergency services until annexation;
- C. WHEREAS UCFD1 intends to annex CDA into the district within 90 days of the Effective Date of this Agreement;
- D. WHEREAS ORS 190.010 and ORS 190.030 authorize the parties to enter into such an agreement for cooperative performance of any function or activity that a party has the authority to perform; and
- E. WHEREAS UCFD1 is willing to provide fire protection services for a period of time not to exceed more than ninety (90) days from the Effective Date at no cost to CDA.

Subject to the terms and conditions of this Agreement, and in consideration of mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, UCFD1 and CDA hereby agree as follows:

## **AGREEMENT**

### **1. UCFD1 Duties and Parameters.**

- 1.1 UCFD1 will provide all fire protection and rescue services to all real property owned by CDA in Umatilla County (the “CDA Property”), and improvements thereupon, beginning on the Effective Date and while annexation of the CDA Property is being completed, recorded and comes into full force (the “Fire Protection Period”). During the Fire Protection Period, UCFD1 will respond to all fires, rescues, and hazardous material incidents on the CDA Property at no cost to CDA.
- 1.2 UCFD1 will further provide fire marshal duties during the Fire Protection Period, which duties will include fire cause determination, recommendations, code review and enforcement, public education and consultation on CDA’s needs for fire protection.
- 1.3 Upon the conclusion of the Fire Protection Period and after annexation comes into full force, CDA will be charged the same rates as other constituents of the UCFD1. As of the Effective Date, those rates are: \$1.75 per \$1,000 of assessed property value and an additional variable amount of \$.23 - .33 per \$1,000 of assessed property value to fund existing Bonds. No assessment fees will be due from CDA until the 2024 assessment year.

**2. Fire Station Land Transfer.** CDA will transfer to UCFD1 two acres of land without cost to UCFD1, with the location of such acres to be selected by CDA, for a future fire station.

**3. Term and Modification.** The term of this Agreement will commence upon the Effective Date. Either party may request an evaluation of or changes to this Agreement at any time by giving the other party 30 days’ written notice, whereupon the parties will promptly set a meeting to resolve any issues and, if necessary, enter an amendment to this Agreement. No amendment, change or modification of this Agreement will be valid unless in writing and signed by the parties hereto.

**4. Notices.** All notices and demands that either party serves upon the other party pursuant to this Agreement will be in writing and delivered by personal service, by email followed by mail delivery of the original of the notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested and addressed as follows:

Columbia Development Authority  
Attn: Gregory Smith  
P.O. Box 200  
Boardman, OR 97818  
columbiadirector@gmail.com

UCFD1:  
Ric Sherman, Board President  
320 S 1st Street  
Hermiston, OR 9783

Service by mail will be deemed complete on the date of actual delivery or 3 business days after being sent by certified mail. Service by email will be deemed served upon confirmation of receipt of the email, followed by mail delivery.

**5. Choice of Law.** The laws of the state of Oregon will govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

**6. Arbitration.** Any disputes related to this agreement may, if the parties agree, be submitted to the award of an Arbitrator of the American Arbitration Association pursuant to the provisions of ORS 190.710 to ORS 190.800.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the Effective Date. The parties hereto agree that facsimile and electronic signatures shall be as effective as originals.

**Umatilla County Fire District # 1**

By: \_\_\_\_\_  
Ric Sherman, Board President  
Umatilla County Fire District# 1

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

**Columbia Development Authority**

By: \_\_\_\_\_  
Greg Smith, Executive Director  
Columbia Development Authority

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

**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

AFTER RECORDING, RETURN TO:

Umatilla Electric Cooperative  
P.O. Box 1148  
Hermiston, Oregon 97838

UEC REFERENCE: CDA Tract 1-6

### UTILITY EASEMENT

**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 ("Grantor"), for good and valuable consideration, receipt of which is hereby acknowledged, grants to **Umatilla Electric Cooperative Association**, an Oregon cooperative, ("Grantee"), and to its licensees, successors or assigns, a perpetual, non-exclusive easement for the sole purpose of constructing, operating and maintaining electrical power systems and facilities, together with supporting communication facilities (collectively, "Electric Facilities"), on, across, over, or under a portion of the property described in Exhibit A ("Property"), which portion is described and depicted in Exhibit B ("Easement Area").

**Scope of Easement.** Grantee's rights under this Utility Easement include the right to inspect and make repairs, changes, alterations, improvements, removals from, substitutions and additions to the Electric Facilities as Grantee may from time to time deem necessary in its commercially reasonable discretion, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes, transformers, and transformer enclosures. Grantee shall also have the right to cut, trim and remove shrubbery, brush, and vegetation located within the Easement Area and to clear and keep cleared any trees or other obstructions located on the Easement Area which pose a hazard to the operation of the Electric Facilities within the Easement Area. All rights of Grantee hereunder shall be exercised at Grantee's sole cost and expense and in exercising such rights Grantee will (i) minimize interference with the access to, operation, occupation and use of the Property by Grantor or other users, (ii) keep the Property free and clear of all liens, charges, and other monetary encumbrances arising out of any use of the Property by Grantee or Grantee's Permittees, (iii) promptly repair, at Grantee's sole expense, any damage to the Property or improvements thereon, resulting from use of the Property by Grantee or Grantee's Permittees, (iv) restore and seed any and all areas within the Property which are disturbed by Grantee's, or Grantee's Permittees, use of the Property with native plants as recommended by Confederated Tribes of the Umatilla Indian Reservation, and (v) cooperate and coordinate in good faith with Grantor and other users of the Easement Area in determining the location of Electrical Facilities.

**Improvements.** Grantor agrees that any portion of the Electric Facilities installed in, upon or under the above-described lands at Grantee's expense shall remain the property of Grantee, removable at the option of Grantee.

**Grantor's Use.** Grantor reserves the right to use the Easement Area for all purposes, provided that such use complies with applicable safety regulations and does not unreasonably interfere with the Electric Facilities or Grantee's rights under this Utility Easement. Grantor will cooperate and coordinate in good faith with Grantee prior to constructing any structures within the Easement Area to ensure that such structures will not result in non-compliance with applicable safety regulations.

**Grantor Representations and Warranties.** Grantor covenants that it is the sole owner of the Easement Area, that it is authorized to convey this Easement, and that, as of the date of this Utility Easement, the Property is free and clear of encumbrances and liens of whatsoever character except those matters of record as would be disclosed by an examination of the Official Records of **Umatilla** County, Oregon (the "Official Records") as of the effective date, that are otherwise disclosed in writing to Grantee on or prior to the effective date, or those matters which are not likely to have a material impact on Grantee's use of the Easement Area.

**Compliance with Laws.** Grantee shall construct and maintain the Electrical Facilities in accordance with and shall at all times comply with all federal, state and local statutes, ordinances, rules, laws, regulations, orders, requirements, and standards in effect or which arise through promulgation, enactment, amendment, or otherwise, including those pertaining to endangered or threatened species, human health, environmental conditions or hazardous substances.

UEC EASEMENT #4542  
WO# 2102044

**Liability.** Grantor and its agents, contractors, subcontractors, invitees, and licensees (all of the foregoing being referred to as "Grantor's Permittees"), shall be responsible for any and all damage to the Electrical Facilities and the Property to the extent caused by Grantor or Grantor's Permittees. Grantee and its agents, contractors, subcontractors, invitees, and licensees (all of the foregoing being referred to as "Grantee's Permittees") shall be responsible for any and all damage to the Electrical Facilities and the Property to the extent caused by Grantee or Grantee's Permittees. To the extent permitted by law, including the Oregon Constitution and the Oregon Tort Claims Act, each party ("Indemnifying Party") shall defend, indemnify and hold the other party, its officers, agents, lenders, tenants, and employees harmless from and against any and all claims, demands, causes of action, complaints, suits, losses, damages, injuries, and liabilities (including those for costs, expenses, and attorneys' fees) to any person, persons, or property arising out of the use of the Easement Area by the Indemnifying Party or the Indemnifying Party's agents, contractors, subcontractors, invitees, or licensees.

**Hazardous Materials.** Grantee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials on the Property in any manner not sanctioned by law. In all events, Grantee shall indemnify and hold Grantor harmless for, from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) arising from the presence or release of any Hazardous Materials on the Easement Area or the Property arising out of the activity or omission of Grantee or persons acting under Grantee. The term "Hazardous Materials" shall mean any chemical, compound, constituent, material, waste, contaminant or other substance (including petroleum and petroleum derived substances or wastes) as defined in or regulated by any federal, state and local laws, or other regulations, relating to the protection of the environment, natural resources, pollution control, hazardous materials or human health.

**Exceptions.** The grant of this Utility Easement is made subject to all exceptions to title on file or of record in the Official Records as of the date of this Utility Easement.

**Abandonment.** If Grantee abandons the Easement Area, and it remains abandoned for a period in excess of twenty-four (24) months, Grantor may, after providing 30 days' notice to Grantee, terminate this Easement by providing written notice of termination to Grantee and recording a termination of easement, which termination of easement shall not require Grantee's consent or signature. Upon termination of this Easement, Grantee shall, within one hundred twenty (120) days from the date of such termination, remove the Electrical Facilities and restore the Easement Area to its original condition, reasonable wear and tear excepted.

**Governing Law.** This Easement shall be governed by and construed in accordance with the laws of the State of Oregon (without regard to the principles thereof relating to conflicts of laws).

**Counterparts.** This Easement may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

**No Dedication.** Nothing contained herein shall be deemed to be a gift or dedication of all or any portion of the Easement Area to the general public, for the general public or for any public use or purpose whatsoever, it being the intention and understanding of Grantor and Grantee that this instrument shall be strictly construed and limited to and for the purposes herein expressed.

*[Signatures and notarial acknowledgements appear on the following pages]*





## **EXHIBIT A: PROPERTY**

The real property described in Instrument No. 2023-01355 record in Umatilla County on March 3, 2023, in the Office of County Records, Umatilla County, Oregon.



**EXHIBIT B: EASEMENT AREA**

**COLUMBIA DEVELOPMENT AUTHORITY  
UEC PERMANENT EASEMENTS**

**FILE:** 98-01 CDA ExA1.docx  
TRACTS G, G2, & I  
AS SHOWN ON CO. SURVEY #16-018-C  
COLUMBIA DEVELOPMENT AUTHORITY (CDA)  
AP (RES) 12 June 2023

**TRACT 1 – UEC 125' Wide Permanent Power Line Easement**

A tract of land located in Section 34, Section 35, and Section 36, Township 5 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon and being a portion of Tract I as shown on Survey No. 16-018-C, Umatilla County Survey Records, said Tract 1 being a strip of land 125.00 feet in width, said strip lying 125.00 feet on the south side of the following described centerline:

**Beginning** at the Northwest corner of said Section 34 which is marked by a 3" brass cap; thence N89°28'06"E, along the North line of said Section 34, a distance of 2,649.72 feet; thence N89°28'08"E, continuing along said North line, 2,649.63 feet to the Northeast corner of said Section 34; thence S1°08'11"E, along the East line of said Section 34, a distance of 2,626.01 feet to the one-quarter corner common to Section 34 and Section 35 of said Township and Range; thence N89°20'11"E, along the East-West centerline of said Section 35, a distance of 5,273.53 feet to the one-quarter corner common to Section 35 and Section 36 of said Township and Range; thence N89°15'31"E, along the East-West centerline of said Section 36, a distance of 1,874.29 feet to the **Point of Terminus**.

**Tract 1** contains 1,884,266 square feet or 43.257 acres, more or less.

**TRACT 2 – UEC 125' Wide Permanent Power Line Easement**

A tract of land located in Section 36, Township 5 North, Range 27 East, Section 1, and Section 12 of Township 4 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon and being a portion of Tract I as shown on Survey No. 16-018-C, Umatilla County Survey Records, said Tract 1 being a strip of land 125.00 feet in width, said strip lying 125.00 feet on the West side of the following described centerline:

**Beginning** at the Point of Terminus of Tract 1, which bears N86°55'16"W, 1,878.41 feet from the West one-quarter corner of said Section 36; thence S0°42'59"E, 2,501.42 feet to the South line of said Section 36 and North line of said Section 1; thence S0°30'42"E, 5,356.47 feet to the South line of said Section 1 and the North line of said Section 12; thence S0°42'37"E, 5,311.76 feet to the South line of said Section 12, and the **Point of Termination** of this description.

**Together with:**

**Beginning** at a point which bears N82°55'34"W, 151.02 feet from the one-quarter corner common to said Section 1 and 12 of said Township and Range; thence N89°17'15"E 149.70 feet; thence S0°40'46"E, 125.00 feet; thence S89°17'15"W 149.63 feet; thence N0°42'37" W, 125.00 feet to the **Point of Beginning**.

**Tract 2** contains 1,664,920 square feet or 38.221 acres, more or less.

**TRACT 3 – UEC 100' Wide Permanent Power Line Easement**

A tract of land located in Section 34, Township 5 North, Range 27 East, Section 3, Township 4 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon and being a portion of Tract I as shown on Survey No. 16-018-C, Umatilla County Survey Records, said Tract 3 being a strip of land 100.00 feet in width, said strip lying 50.00 feet on each side of the following described centerline:

**Beginning** at a point on the South line of said Tract 1 which bears S48°58'48"E, 188.46 feet from the North one-quarter corner of said Section 34; thence S1°25'49"E, 9,349.97 feet and the **Point of Terminus** of this description, also being the Point of Terminus of Tract 4.

**Tract 3** contains 934,998 square feet or 21.465 acres, more or less.

**TRACT 4 – UEC 100' Wide Permanent Power Line Easement**

A tract of land located in Section 1, Section 2, and Section 3, Township 4 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon and being a portion of Tract I as shown on Survey No. 16-018-C, Umatilla County Survey Records, said Tract 4 being a strip of land 100.00 feet in width, said strip lying 50.00 feet on each side of the following described centerline:

**Beginning** at a point on the West line of said Tract 2 which bears N8°01'29"W, 2,100.90 feet from the South one-quarter corner of said Section 1; thence S89°15'48"W, 6,957.68 feet; thence S68°56'23"W, 2,629.12 to the **Point of Terminus** of this description, also being the Point of Terminus of Tract 3.

**Tract 4** contains 958,680 square feet or 22.008 acres, more or less.

**TRACT 5 – UEC 125' Wide Permanent Power Line Easement**

A tract of land located in Sections 13, 24, and 25, Township 4 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon and being a portion of Tracts G as shown on Survey No. 16-018-C, Umatilla County Survey Records, said Tract 5 being a

strip of land 125.00 feet in width, said strip lying 62.50 feet on each side of the following described centerline:

**Beginning** at a point on the Northerly line of said Section 13, which bears S89°28'51"W, 212.34 feet from an aluminum cap marking the North one-quarter corner of said Section 13 bears; thence S0°42'33"E, 491.40 feet; thence S13°16'52"W, 564.94 feet; thence S9°12'29"W, 928.46 feet; thence S1°49'25"E, 3,339.73 feet; thence S0°39'51"E, 3,890.45 feet; thence S18°20'46"W, 1,738.42 feet; thence S2°06'56"W, 718.68 feet; thence S74°00'53"E, 430.40 feet to a point on the westerly line of Interstate 82 easement line and the **Point of Terminus** of this description.

**Tract 5** contains 1,512,810 square feet or 34.729 acres, more or less.

### **TRACT 6 – UEC Permanent Power Line Easement**

A tract of land located in the Northeast corner of Sections 25, Township 4 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon and being a portion of Tracts G as shown on Survey No. 16-018-C, Umatilla County Survey Records, said Tract 6 being more particularly described as follows:

**Beginning** at a point on the easterly easement line of Interstate 82 easement being a on the easterly line of Tract G, which bears N65°31'46"E, 1,384.35 feet from a 1/2-inch iron rod marking the West one-quarter corner of said Section 25; thence N80°39'56"W, 139.82 feet; thence N18°13'48"E, 1,226.83 feet to a point on the said Tract 5 easement line; thence S2°06'56"W, along said Tract 5 easement line, 97.89 feet; thence continuing along said Tract 5 easement line, S74°00'53"E, 461.90 feet to the westerly easement line of the Interstate 82 easement as shown on said Survey;

thence along said westerly easement line, the following five (5) courses:

1. S31°35'03"W, 148.53 feet;
2. S58°16'03"E, 125.00 feet;
3. S36°33'09"W, 218.28 feet;
4. S43°12'15"W, 482.83 feet;
5. S46°15'09"W, 351.92 feet to the **Point of Beginning**.

#### **Together with:**

A tract of land located in the Northeast corner of Sections 25, Township 4 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon and being a portion of Tracts G2 as shown on Survey No. 16-018-C, Umatilla County Survey Records, said Tract 6 being more particularly described as follows:

**Beginning** at a point on the easterly right-of-way line of Interstate 82 easement being a on the easterly line of Tract G, which bears N77°51'02"E, 1,906.86 feet from a 1/2-inch iron rod marking the West one-quarter corner of said Section 25; thence along said Easterly line N36°21'59"E, 744.70 feet; thence continuing along said Easterly line

N23°17'16"E, 802.56 feet to the North-South centerline of Section 25; thence along said North-South centerline of Section 25, S00°40'37"E, 1,098.72 feet to the Northerly right-of-way line of the Union Pacific Railroad; thence along said Northerly right-of-way line, the following three (3) courses:

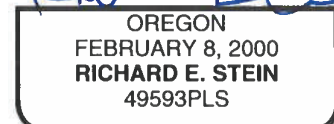
- 1) Southwesterly 546.91 feet along the arc of a non-tangent curve right having a radius of 5,583.27 feet and a central angle of 05°36'45" (chord bears S78°40'07"W, 546.69 feet);
- 2) S08°31'30"E, 100.00 feet;
- 3) thence 252.67 feet along the arc of a non-tangent curve right having a radius of 5,683.27 feet and a central angle of 02°32'50" (chord bears S82°44'55"W, 252.65 feet) to the **Point of Beginning**.

**Tract 6** contains 790,385 square feet or 18.145 acres, more or less.

All easement lines being shortened or lengthened to intersect with the line calls described at the centerline beginning and terminus points throughout these descriptions.

**Subject to** all easements and encumbrances of record or in view

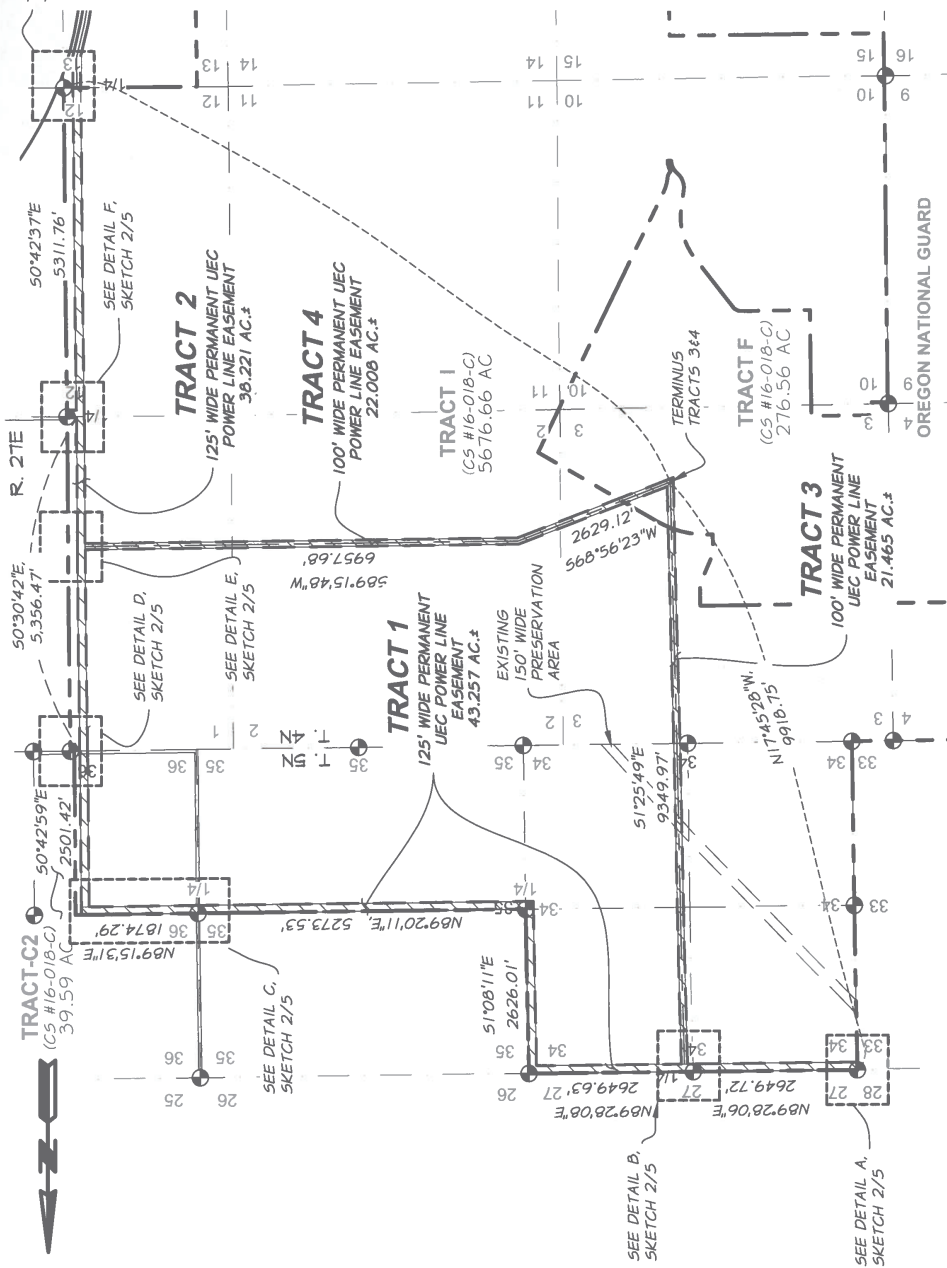
All as shown on Exhibit B, the Easement Sketches, attached to these descriptions.



EXPIRES: 6/30/2024

SEE DETAIL G,  
SKETCH 2/5

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
*Robert E. Stein*  
OREGON  
FEBRUARY 8, 2000  
RICHARD E. STEIN  
495993PLS  
EXPIRES: 6/30/2024



**LEGEND**

- FOUND MONUMENT AS NOTED
- NEW PERMANENT EASEMENT CENTERLINE
- NEW PERMANENT EASEMENT
- PROPERTY LINE
- SECTION LINE

THE PURPOSE OF THIS PROPERTY EXHIBIT A & EXHIBIT B IS TO DESCRIBE PERMANENT EASEMENTS FOR COLUMBIA DEVELOPMENT AUTHORITY (CDA).  
THE FIELD SURVEY FOR THESE LOCATIONS WAS PERFORMED BY ANDERSON PERRY & ASSOCIATES, INC. IN MARCH - MAY, 2022. FOUND MONUMENTS SHOWN ON C5 16-018-C WERE RECOVERED AND USED TO COMPUTE THE BOUNDARY AS SHOWN.  
BEARINGS AND DISTANCES ARE BASED ON THE OREGON STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD83(2011).



RES: 9 June 2023 APA\_JOB# 98-01 Drawing: UEC CDA Easements 060823.dwg

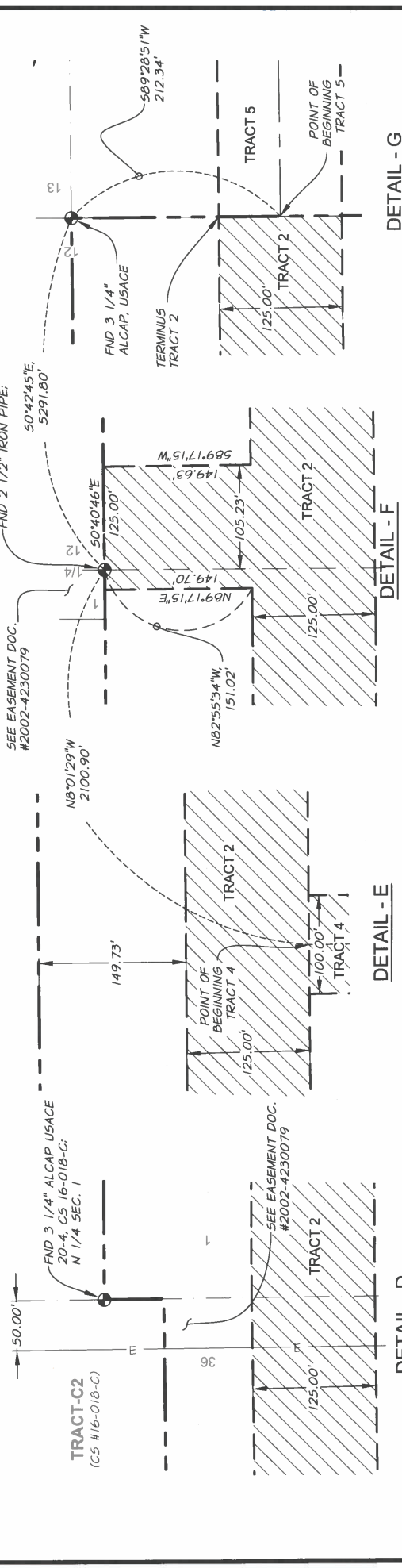
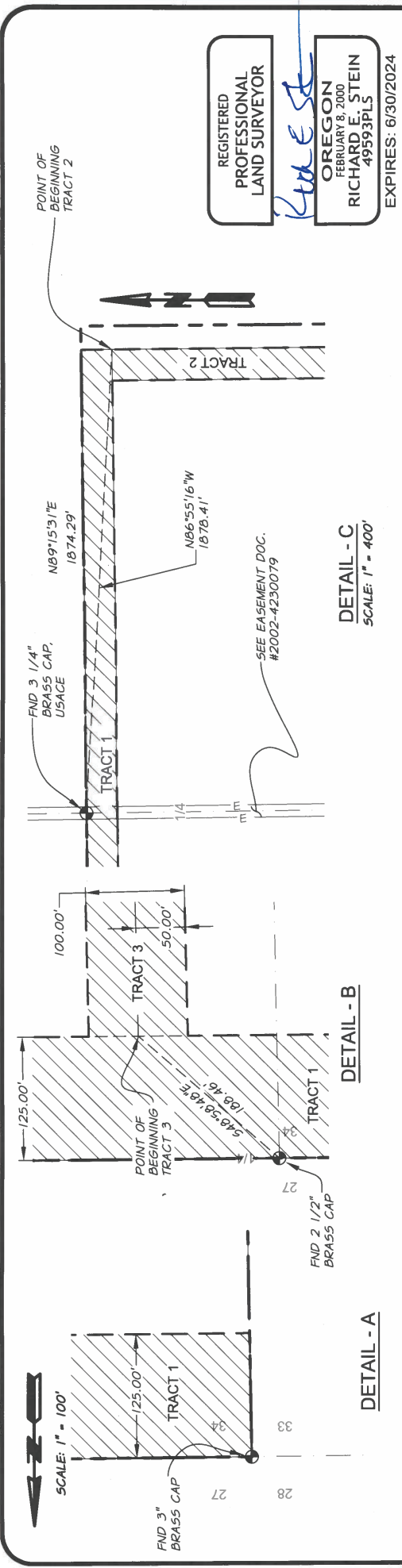


COLUMBIA DEVELOPMENT AUTHORITY  
UEC PERMANENT POWER LINE EASEMENTS  
UMATILLA COUNTY, OREGON

EXHIBIT B  
EASEMENT  
SKETCH  
1/3

COLUMBIA DEVELOPMENT AUTHORITY - PROPERTY EXHIBIT  
T. 4 N. & T. 5 N., R. 27 E., W.M.

NOTE: SEE EXHIBIT 'A' FOR THE LEGAL DESCRIPTIONS OF THESE EASEMENTS.  
TRACT 1 - NEW 125' WIDE POWER LINE EASEMENT = 1,894,266 S.F. OR 43.257 ACRES, MORE OR LESS  
TRACT 2 - NEW 125' WIDE POWER LINE EASEMENT = 1,664,920 S.F. OR 38.221 ACRES, MORE OR LESS  
TRACT 3 - NEW 100' WIDE POWER LINE EASEMENT = 934,998 S.F. OR 21.465 ACRES, MORE OR LESS  
TRACT 4 - NEW 100' WIDE POWER LINE EASEMENT = 958,680 S.F. OR 22.008 ACRES, MORE OR LESS



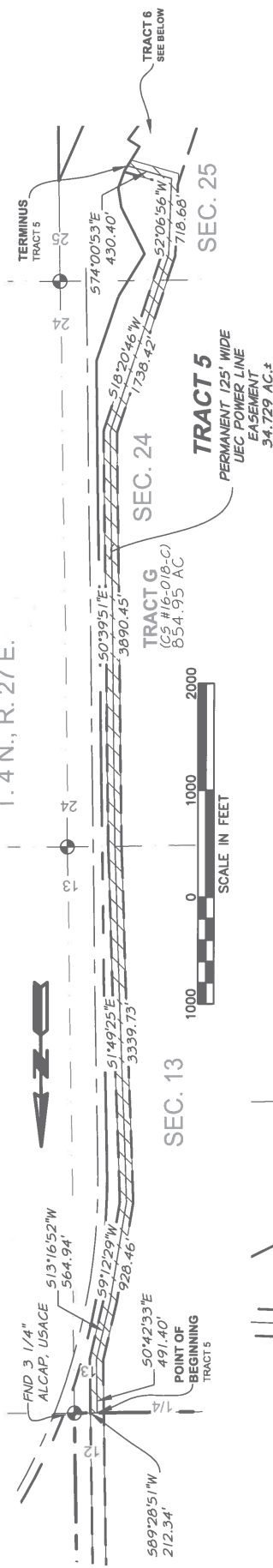
RES: 9 June 2023 APA\_JOB# 98411 Drawing: UEC CDA Easements 060623.dwg

**anderson perry & associates, inc.**

**COLUMBIA DEVELOPMENT AUTHORITY  
 UEC PERMANENT POWER LINE EASEMENTS  
 UMATILLA COUNTY, OREGON**

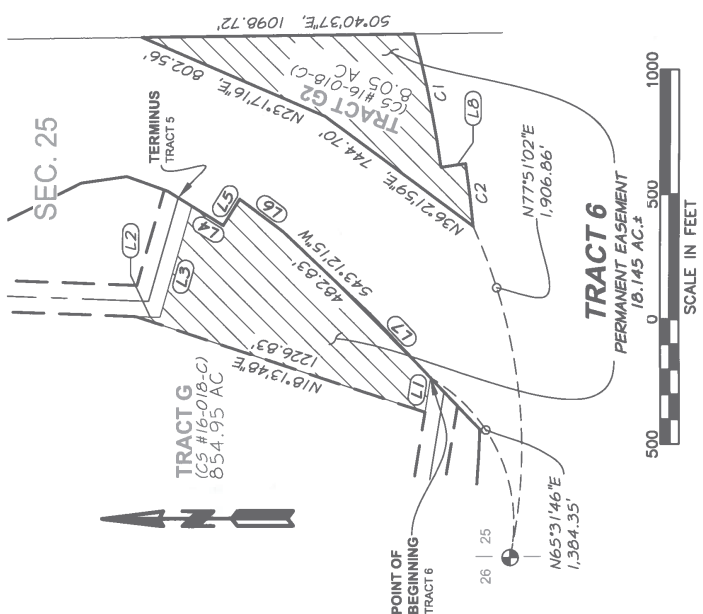
**EXHIBIT B  
 EASEMENT  
 SKETCH  
 2/3**

T. 4 N., R. 27 E.



LINE	BEARING	DISTANCE
L1	N80°39'56"W	139.82'
L2	S02°06'56"W	97.89'
L3	S74°00'53"E	461.90'
L4	S31°35'03"W	148.53'
L5	S58°16'03"E	125.00'
L6	S36°33'09"W	218.28'
L7	S46°15'09"W	351.92'
L8	S08°31'30"E	100.00'

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIST	CHORD BEAR
C1	546.91'	5583.27'	5°36'45"	546.69'	578°40'07"W
C2	252.67'	5683.27'	2°52'50"	252.65'	582°44'55"W



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Richard E. Stein*

OREGON  
FEBRUARY 8, 2000  
RICHARD E. STEIN  
49593PLS  
EXPIRES: 6/30/2024

RES. 9 June 2023 APA, LDB# 98-01 Drawing: UEC CDA Easements 980823.dwg



COLUMBIA DEVELOPMENT AUTHORITY  
UEC PERMANENT POWER LINE EASEMENTS  
UMATILLA COUNTY, OREGON

EXHIBIT B  
EASEMENT  
SKETCH  
3/3

COLUMBIA DEVELOPMENT AUTHORITY - PROPERTY EXHIBIT  
SEC. 13, 24, 25, 26, 27, T. 4 N. R. 27 E., W.M.

NOTE: SEE EXHIBIT "A" FOR THE LEGAL DESCRIPTIONS OF THESE EASEMENTS.  
TRACT 5 - NEW 125' WIDE POWER LINE EASEMENT = 1,512,810 S.F. OR 34,729 ACRES, MORE OR LESS  
TRACT 6 - NEW EASEMENT = 790,385 S.F. OR 18,145 ACRES, MORE OR LESS

# CDA

**PURPOSE:** Cost of Closing Fees, Bank Fees, Insurance

**Date:** To date

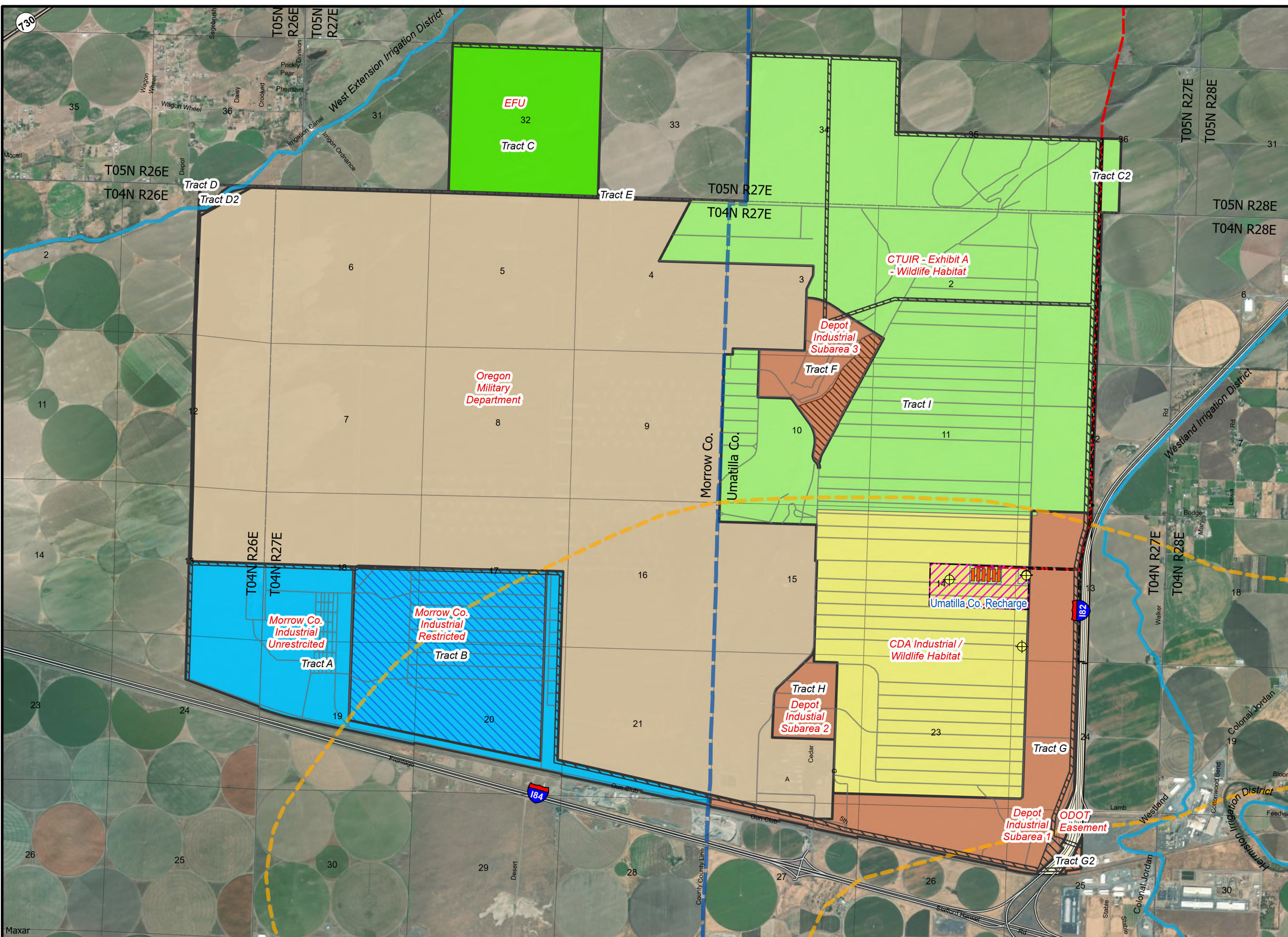
**Name:** Debbie Pedro

	Description					Total
	Title and Closing Fees					\$ 107,696.50
	Bank Fee					\$ 15,000.00
	Insurance					\$ 26,896.00
		Total				149592.50

APPROVED: 



Print: 6/28/2023 8:02 AM



		<b>COLUMBIA DEVELOPMENT AUTHORITY</b> DEPOT PROPERTY DEVELOPMENT OVERVIEW MAP	
MAP BY: SUVA SHAKYA	APPROVED: 06/22/2023	PROJECT NO.	
OFFICE (541) 567-0252 FAX (541) 567-4239 500 N 1st ST, HERMISTON OREGON 97838		MAP DATE: SCALE: PROJECT NO.	

**Legend**

- UEC Proposed Easements
- Monitoring Wells
- Umatilla Co Pipeline
- CDA Tract Boundaries
- Depot Industrial
- EFU
- Oregon Military Department
- ODOT Easement
- Morrow Co. Industrial Restricted
- Morrow Co. Industrial Unrestricted
- CDA Industrial / Wildlife Habitat
- CTUIR - Exhibit A - Wildlife Habitat
- Infiltration Basins
- Umatilla Co. Recharge
- Ordinance County Line Aquifer
- Depot Industrial - Restricted Area

Projection: State Plane Oregon North  
 Datum: NAD 1983  
 Data Sources: ESRI, IRZ, CDA

Sheet Name:  
**OVERVIEW MAP**

Map Number:  
**G1000**