



Agenda
December 22, 2022
8:00am
Columbia Development Authority
Emergency Board Meeting
By ZOOM

Note: If you are unable to join us in person, please join us by **Zoom**.

Welcome and Greetings

Introductions CDA Board Members

CDA Board Members:

- Chairman Jim Doherty
- Vice Chair Kim Puzey, Port of Umatilla
- Lisa Mittelsdorf, Port of Morrow
- John Shafer, Umatilla County
- Don Sampson, CTUIR
- Alternate Umatilla County Bob Waldher, Alternate Port of Umatilla Robert Blanc, Alternate Port of Morrow Joe Taylor, Alternate CTUIR Kat Brigham, Don Russell Morrow County

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

Elizabeth Howard, Schwabe - CDA Attorney

Guests Introductions and members of the press:

Consent Agenda

1. Approve CDA Board Meeting Minutes
2. Approve the CDA- BEO October and November 2022 Statement 134,626.71 and QuickBooks October and November 2022 Balance Sheet and P/L of 134,626.71.
3. Port of Morrow Report on Grant Expenditures through November 2022.

Old Business:

1. Irrevocable Letter of Credit and fees associated with ILOC and contracts, Promissory Note, MOA, Contribution agreement.
2. Emergency Services on CDA property after transfer
3. Public Records Request Order-may be moved to executive session



New Business

1. Strategic Planning Date
2. Project Update
3. 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

+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)

Meeting ID: 840 3477 5464

Passcode: 039461

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

8:52 AM

12/19/22

Accrual Basis

Columbia Development Authority
Profit & Loss Detail
 January through November 2022

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Ordinary Income/Expense								
Income								
Sub-Lease Igloo and Land								
Deposit	01/24/2022	172360	Bay West	Sub-lease		CDA Checking ...	500.00	500.00
Deposit	02/22/2022		Bay West	Sub-Lease		CDA Checking ...	500.00	1,000.00
Deposit	03/17/2022	DEP	Walla Walla Foundry	Sub-lease		CDA Checking ...	9,000.00	10,000.00
Deposit	03/25/2022	DEP	Bay West	Sub-lease		CDA Checking ...	500.00	10,500.00
Deposit	05/11/2022		Bay West	Sublease		CDA Checking ...	500.00	11,000.00
Deposit	06/02/2022	DEP	Bay West	Sub-lease		CDA Checking ...	500.00	11,500.00
Deposit	07/11/2022	DEP	Bay West	Sub-lease		CDA Checking ...	500.00	12,000.00
Total Sub-Lease Igloo and Land							12,000.00	12,000.00
Total Income							12,000.00	12,000.00
Gross Profit							12,000.00	12,000.00
Expense								
Insurance Expense								
Check	03/07/2022	2501	Special Districts Ins...	Special Distric...		CDA Checking ...	1,984.00	1,984.00
Total Insurance Expense							1,984.00	1,984.00
Personal Services								
Check	03/17/2022	2502	Edward Orloski	Personal Serv...		CDA Checking ...	4,500.00	4,500.00
Check	04/12/2022	2503	Edward Orloski	Personal Serv...		CDA Checking ...	4,500.00	9,000.00
Total Personal Services							9,000.00	9,000.00
Total Expense							10,984.00	10,984.00
Net Ordinary Income							1,016.00	1,016.00
Net Income							1,016.00	1,016.00

Columbia Development Authority
Balance Sheet
As of November 30, 2022

	<u>Nov 30, 22</u>
ASSETS	
Current Assets	
Checking/Savings	
CDA Checking Account-BEO	134,626.71
Total Checking/Savings	<u>134,626.71</u>
Total Current Assets	<u>134,626.71</u>
TOTAL ASSETS	<u>134,626.71</u>
LIABILITIES & EQUITY	
Equity	
Unrestricted Net Assets	133,610.71
Net Income	1,016.00
Total Equity	<u>134,626.71</u>
TOTAL LIABILITIES & EQUITY	<u>134,626.71</u>

8:47 AM

12/19/22

Columbia Development Authority
Reconciliation Detail
CDA Checking Account-BEO, Period Ending 11/30/2022

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						134,626.71
Cleared Balance						134,626.71
Register Balance as of 11/30/2022						134,626.71
Ending Balance						<u>134,626.71</u>

CERTIFICATE

The undersigned, N. Kathryn Brigham and Sally Kosey, hereby certify that they are the Chair and Secretary, respectively, of the Board of Trustees of the Confederated Tribes of the Umatilla Indian Reservation, and at a regular meeting of said Board of Trustees at the Board Chambers of the Nixyaawii Governance Center, Mission, Oregon, on the 31st day of October, 2022, a quorum of said Board was present and the following Resolution was regularly moved, seconded, and adopted by a vote of 4 for, 0 against, and 0 abstaining.

RESOLUTION

- WHEREAS,** the Board of Trustees is the governing body of the Confederated Tribes of the Umatilla Indian Reservation (Confederated Tribes) by the authority of Article VI, Section 1 of the Constitution and Bylaws of the Confederated Tribes, adopted on November 4, 1949 and approved on December 7, 1949, as amended; **AND**
- WHEREAS,** pursuant to Article VI, Section 1(b) of the Constitution and Bylaws, the powers of the Board of Trustees include the authority “to manage all affairs of the Confederated Tribes, including the administration of tribal lands, funds, timber and other resources, under appropriate contracts, leases, permits and loan or sale agreements”; **AND**
- WHEREAS,** the Columbia Development Authority (CDA) was formed by and consists of representatives of the Confederated Tribes, Umatilla and Morrow Counties and the Ports of Umatilla and Morrow; **AND**
- WHEREAS,** the United States Department of the Army has agreed to transfer a portion of the former Umatilla Chemical Depot consisting of 9,539.44 acres (Depot) to the CDA pursuant to the Agreement between the United States Department of the Army and the CDA (Army-CDA Agreement) attached to this Resolution as Exhibit 1C; **AND**
- WHEREAS,** following the conveyance of Depot lands to the CDA, the CDA is obligated to convey approximately 4,000 acres of Depot lands to the Confederated Tribes pursuant to a Memorandum of Agreement (MOA) by and between the Confederated Tribes and the CDA dated July 31, 2019, which MOA was approved by the Board of Trustees by Resolution 19-032 (April 22, 2019); **AND**
- WHEREAS,** the Army-CDA Agreement requires the CDA to pay to the Army one million dollars (\$1,000,000) within twelve (12) months of the conveyance of the Depot to the CDA, and to provide an irrevocable line of credit (ILOC) to insure that payment; **AND**
- WHEREAS,** the CDA is working with the Bank of Eastern Oregon to issue the ILOC which will require the Confederated Tribes and the other CDA entities (Umatilla and Morrow Counties and Ports) to provide joint and several guarantees to the Bank; **AND**

WHEREAS, the Board of Trustees conducted a work session on October 28, 2022 to review this Resolution and the Army-CDA Agreement attached as Exhibit 1C to this Resolution;
NOW, THEREFORE, BE IT

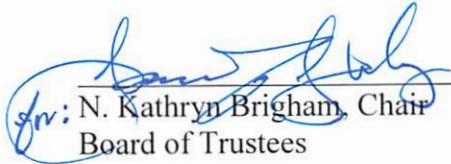
RESOLVED, that the Board of Trustees hereby approves the Agreement between United States Department of the Army and the Columbia Development Authority (CDA) (Army-CDA Agreement) attached to this Resolution as Exhibit 1C; **BE IT FURTHER**

RESOLVED, that the Board of Trustees hereby approves the Confederated Tribes' joint and several guarantee of the irrevocable line of credit (ILOC) issued by the Bank of Eastern Oregon in the amount of one million dollars (\$1,000,000) to secure the CDA obligation to make the payment to the Army for the conveyance of the Depot provided that Umatilla and Morrow Counties and the Ports of Umatilla and of Morrow also guarantee the ILOC; **BE IT FINALLY**

RESOLVED, that the Board of Trustees authorizes its Executive Director, who serves as the Confederated Tribes' representative on the CDA Board, to execute the Army-CDA Agreement and to execute documents providing the Confederated Tribes' guarantee of the ILOC;

AND, that said Resolution has not been modified, amended, or repealed and is still in full force and effect.

DATED this 31st day of October, 2022.



for: N. Kathryn Brigham, Chair
Board of Trustees

ATTEST:



Sally Kosey, Secretary
Board of Trustees

Exhibit 1C: Army-CDA Agreement

TOPIC: Army-CDA Agreement for Conveyance of Former Umatilla Chemical Depot

Department: Office of the Executive Director

Exhibit 1C

Page 3 of 3

NAME	YES	NO	ABSTAIN	LEAVE
N. Kathryn Brigham, BOT Chair				Travel
Aaron Ashley, BOT Vice Chair				
Sandra Sampson, BOT Treasurer				Travel
Sally Kosey, BOT Secretary	X			
Corinne Sams, BOT Member	X			
Boots Pond, BOT Member	X			
Lisa Ganuelas, BOT Member	X			
Toby Patrick, BOT Member				Personal
Lindsey X Watchman, General Council				Travel

DRAFT

Regular Commission Meeting Minutes Excerpt Wednesday, December 14, 2022 – 1:30pm 2 Marine Drive, Boardman, Oregon 97818

PRESENT:

Commissioners: Rick Stokoe, Joe Taylor, Marv Padberg, Jerry Healy and John Murray

Staff: Lisa Mittelsdorf, Eileen Hendricks, Miff Devin, Jason Hendricks, Erika Lasater and Brandy Warburton

Visitors present: Karen Pettigrew, Mike Gorman, Torrie Griggs, Ceilo Munoz, Kristin Ostrum and David Richards

Staff via

Video Conference: Mark Patton, Tim Patton, Marcine Brangham, and Andrea Orcutt

Guests via

Video Conference: Gary Conklin, Greg Smith, Kirby Garrett and Mike Alldritt

I. CALL TO ORDER AND INTRODUCTIONS

The meeting was called to order by Rick Stokoe at 1:30 pm

IV. OLD BUSINESS

B. CDA Update

Jerry and Marv both declared a potential conflict of interest on this matter and abstained from voting and all discussion on the matter.

Greg Smith reported by phone from Salem that the CDA has the MOA awaiting his signature that was authorized by the CDA board. There are two attachments that will go with the MOA. One, being a Promissory Note to the US Army saying the CDA will pay \$1 million to them within 12 months. The second is a Letter of Credit that secures the Promissory Note. All five parties of the CDA are being asked to approve the Letter of Credit. Rick made note of his concerns that the Letter of Credit doesn't state that the Port is not solely responsible for the entire \$1 million. Greg reported that his intention will be to use the first \$1 million in real estate transactions towards paying this loan off. The CDA is hoping to hold an emergency meeting on December 22nd to sign all documents and proceed with the transfer. Greg recommended a simple document be drafted and signed by all parties at that December 22nd CDA meeting declaring the intent for each entity pay \$200,000 if the CDA

DRAFT

can't pay the note in full within the 12 months. Lisa's recommendation is to give approval for the Letter of Credit to be signed.

Joe made the motion to approve Greg to sign the Irrevocable Letter of Credit with the borrower being the CDA. John seconded the motion. No further discussion was had, and the motion passed 3-0 with Jerry and Marv abstaining from voting.

RECEIVED

DEC 1 2022

UMATILLA COUNTY THE BOARD OF COMMISSIONERS OF UMATILLA COUNTY
RECORDS

STATE OF OREGON

In the Matter of Authorizing)
Letter of Credit for Purchase) Order No. BCC2022-063
of Umatilla Army Depot)

WHEREAS, an Intergovernmental Agreement between the Counties of Umatilla and Morrow and the Port Districts of Umatilla and Morrow concerning creation of the Umatilla Army Depot Reuse Authority was concluded on May 15, 1995, and

WHEREAS, the Intergovernmental Agreement was amended and restated on by the Counties of Umatilla and Morrow and the Port Districts of Umatilla and Morrow and the Confederated Tribes of the Umatilla Indian Reservation, for the renamed Columbia Development Authority, with Umatilla County signing on July 9, 2014, and

WHEREAS the purposes of the Authority include the administration of the transition of the Umatilla Army Depot from military to civilian use, and

WHEREAS the authority has concluded negotiations with the United States Department of the Army for the economic development conveyance of the former Umatilla Chemical Depot and the transfer documents are pending signatures and the closing of the deed transfer, and

WHEREAS as part of the transfer of the property, the Columbia Development Authority will agree to pay one million dollars, and

WHEREAS a portion of the consideration will be paid at closing, with payment of the balance of \$960,000 through a Promissory Note, secured by an Irrevocable Letter of Credit issued by the Bank of Eastern Oregon, and

WHEREAS for the issuance of the Letter of Credit, the Bank of Eastern Oregon requires that each of the entities of the Columbia Development Authority guarantee the payment of the Letter of Credit.

NOW THEREFORE, IT IS ORDERED THAT:

1. Umatilla County approves the form for an Irrevocable Letter of Credit from Bank of Eastern Oregon, for the Colombia Development Authority as borrower and the U. S. Army as beneficiary, for an amount of credit of \$960,000. The form is attached to this order and incorporated by this reference.

2. Umatilla County authorizes the Irrevocable Letter of Credit in the amount of \$960,000 and guarantees payment to the Bank of Eastern Oregon up to \$960,000 in the event the beneficiary receives payment from the bank under the terms of the letter of credit.

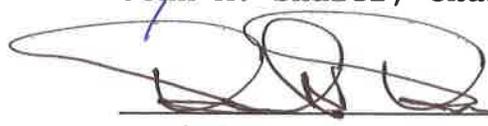
3. Commissioner John M. Shafer is authorized to sign any necessary documents on behalf of Umatilla County, regarding the letter of credit and closing of the transaction from the U.S. Department of the Army.

DATED this 14th day of December, 2022.

UMATILLA COUNTY BOARD OF COMMISSIONERS



John M. Shafer, Chair



Daniel N. Dorran, Commissioner



George L. Murdock, Commissioner

ATTEST:
OFFICE OF COUNTY RECORDS



Records Officer





HLP0355

IRREVOCABLE LETTER OF CREDIT

Borrower: Columbia Development Authority

Lender: BANK OF EASTERN OREGON
HEPPNER BRANCH
279 N. Main
PO Box 39
Heppner, OR 97836
(541) 676-9125

Beneficiary: U.S. Army

NO.: 1234

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 12-05-2023 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Nine Hundred Sixty Thousand & 00/100 Dollars (\$960,000.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER BANK OF EASTERN OREGON IRREVOCABLE LETTER OF CREDIT NO. 1234 DATED 12-05-2022," and the amount of each draft shall be marked on the draft. Only Beneficiary or Beneficiary's transferee may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. This Letter of Credit may be transferred by Beneficiary upon prior written notice to Lender of the transfer. The transferee shall be deemed the new Beneficiary of this Letter of Credit and the documents of the transferee, including drafts required under this Letter of Credit, will be processed by Lender (or any intermediary) without the original Beneficiary's intervention and without any further obligation of Lender to the original Beneficiary.

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee under the "Permitted Transferees" paragraph above (the "Permitted Transferee"), the documents required for a draw shall include all documents required elsewhere in this Letter of Credit, except that such documents may be in the name of and executed by either the original Beneficiary or the presenter permitted by the "Permitted Transferees" paragraph above.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Oregon.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Dated: December 5, 2022

LENDER:

BANK OF EASTERN OREGON

By: _____
Authorized Officer

**IRREVOCABLE LETTER OF CREDIT
(Continued)**

ENDORSEMENT OF DRAFTS DRAWN:

<u>Date</u>	<u>Negotiated By</u>	<u>Amount In Words</u>	<u>Amount In Figures</u>
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MINUTES
Columbia Development Authority
Board Meeting
Tuesday, October 25, 2022
1pm
Location: Umatilla County Court House
216 SE 4th Street, Pendleton

Note: If you are unable to join us in person, please join us by **Zoom**.

Welcome and Greetings from Chairman Jim Doherty

Introductions CDA Board Members

CDA Board Members:

- Chairman Jim Doherty, Morrow County
- Vice Chair Kim Puzey, Port of Umatilla
- Lisa Mittelsdorf, Port of Morrow
- John Shafer, Umatilla County
- Don Sampson, CTUIR
- Alternate Umatilla County Bob Waldher, Alternate Port of Umatilla Robert Blanc, Alternate Port of Morrow Joe Taylor

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

Elizabeth Howard, Schwabe - CDA Attorney

Guests Introductions and members of the press: Jessica Keys, JR Cook, Tom Lineer, Michele Lanigan, Josh Burns, Steve Williams, Ben Bergevine, Susan Bower, Bill Saporito, Ryan DeGrofft, Byron Smith, Doug Olsen, Dan Dorrان, Tamra Mabbott, Shannon Souza, Patrick Collins, and Melissa Lindsey.

Consent Agenda

1. Approve CDA Board Meeting Minutes September 27, 2022
2. Approve the CDA- BEO Statement September 2022 \$134,626.71 and QuickBooks September 2022 Balance Sheet and P/L of \$134,626.71
3. Port of Morrow Report on Grant Expenditures through September 2022

A motion to approve the consent agenda was made by Mr. Shafer, second by Kim Puzey, Motion Carried.

Old Business

1. Deed Process **Director Smith shared that the MOA is ready to sign.**
2. Letter of Credit **Director Smith is working with John Qualls BEO, the letter of credit should be ready within 60 days.**



Columbia Development Authority

3. ODOT Update **Director Smith shared that staff has met with project manager Michelle Tragresser and Ken Patterson to review CDA's fiscal management**

of the HB 2017 grant, invoices, and timelines. Ms. Mittelsdorf shared that this is a reimbursement grant.

4. Approval of the PRR Policy-A motion to approve the Public Records Request Policy as written was made **by John Shafer, second by Ms. Mittelsdorf, Motion Carried.**
5. Water Advisory Committee **Mr. Shafer asked the board to look at their proposed list of people to serve on the committee and confirm. It was determined that nine people would serve and Mr. Shafer will be the chairperson of the committee. List of names include:**

Port of Umatilla

Lolly Anderson

David Blanc

Umatilla County

J.R. Cook

T.J Hansell

Port of Morrow

Miff Devin

Aaron Palmquist

Morrow County

Tamra Mabbott

Watershed Coordinator

Confederated Tribes Umatilla Indian Reservation

Kate Ely

CDA Staff

Greg Smith

Debbie Pedro



New Business

1. Ms. Pedro gave Annual Report. **Mr. Smith would like the board to consider a Strategic Planning Session in the near future.**
2. Economic Development Updates by CDA Members

Public Comment

Mr. DeGrofft would like to be included in the Strategic Planning and to share grant opportunities through Business Oregon.

Ms. Souza would like to be included in the Strategic Planning session.

Ms. Mabbott asked along with the two county planners that CDA would invite JD Tovey to be included in the Strategic Planning session.

Executive Session

The Executive Session began at 1:55pm

Note: If an item is to move to an Executive Session the board chairperson 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)

Return to Regular Session **no vote or discission was made.**

Adjourn 2:28pm

Join Zoom Meeting

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

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)

Meeting ID: 840 3477 5464

Passcode: 039461

Find your local number: <https://us02web.zoom.us/j/84034775464?pwd=aDRaTIVSYXZXdzUrbFhHZDRvazA1Zz09>

Two Marine Drive
P.O. Box 200
Boardman, OR 97818
541-481-3693

www.columbiadevelopmentauthority.com

Columbia Development Authority
Balance Sheet
As of October 31, 2022

	<u>Oct 31, 22</u>
ASSETS	
Current Assets	
Checking/Savings	
CDA Checking Account-BEO	134,626.71
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Total Current Assets	<u>134,626.71</u>
TOTAL ASSETS	<u>134,626.71</u>
LIABILITIES & EQUITY	
Equity	
Unrestricted Net Assets	133,610.71
Net Income	1,016.00
Total Equity	<u>134,626.71</u>
TOTAL LIABILITIES & EQUITY	<u>134,626.71</u>

Columbia Development Authority
Profit & Loss Detail
 January through October 2022

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
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Income								
Sub-Lease Igloo and Land								
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Deposit	02/22/2022		Bay West	Sub-Lease		CDA Checking ...	500.00	1,000.00
Deposit	03/17/2022	DEP	Walla Walla Foundry	Sub-lease		CDA Checking ...	9,000.00	10,000.00
Deposit	03/25/2022	DEP	Bay West	Sub-lease		CDA Checking ...	500.00	10,500.00
Deposit	05/11/2022		Bay West	Sublease		CDA Checking ...	500.00	11,000.00
Deposit	06/02/2022	DEP	Bay West	Sub-lease		CDA Checking ...	500.00	11,500.00
Deposit	07/11/2022	DEP	Bay West	Sub-lease		CDA Checking ...	500.00	12,000.00
Total Sub-Lease Igloo and Land							12,000.00	12,000.00
Total Income							12,000.00	12,000.00
Gross Profit							12,000.00	12,000.00
Expense								
Insurance Expense								
Check	03/07/2022	2501	Special Districts Ins...	Special Distric...		CDA Checking ...	1,984.00	1,984.00
Total Insurance Expense							1,984.00	1,984.00
Personal Services								
Check	03/17/2022	2502	Edward Orloski	Personal Serv...		CDA Checking ...	4,500.00	4,500.00
Check	04/12/2022	2503	Edward Orloski	Personal Serv...		CDA Checking ...	4,500.00	9,000.00
Total Personal Services							9,000.00	9,000.00
Total Expense							10,984.00	10,984.00
Net Ordinary Income							1,016.00	1,016.00
Net Income							1,016.00	1,016.00

9:21 AM

11/15/22

Columbia Development Authority
Reconciliation Summary
CDA Checking Account-BEO, Period Ending 10/31/2022

	<u>Oct 31, 22</u>
Beginning Balance	134,626.71
Cleared Balance	134,626.71
Register Balance as of 10/31/2022	134,626.71
Ending Balance	134,626.71

9:21 AM

11/15/22

Columbia Development Authority
Reconciliation Detail
CDA Checking Account-BEO, Period Ending 10/31/2022

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Clr</u>	<u>Amount</u>	<u>Balance</u>
Beginning Balance						134,626.71
Cleared Balance						134,626.71
Register Balance as of 10/31/2022						134,626.71
Ending Balance						134,626.71

COLUMBIA DEVELOPMENT
AUTHORITY

In the Matter of Authorizing a Letter of
Credit for Purchase of Umatilla Army Depot

RESOLUTION # 106

WHEREAS, an Intergovernmental Agreement between the Counties of Umatilla and Morrow and the Port Districts of Umatilla and Morrow concerning creation of the Umatilla Army Depot Reuse Authority was concluded on May 15, 1995, and

WHEREAS, the Intergovernmental Agreement was amended and restated on by the Counties of Umatilla and Morrow and the Port Districts of Umatilla and Morrow and the Confederated Tribes of the Umatilla Indian Reservation, for the renamed Columbia Development Authority, in 2014, and

WHEREAS, the purposes of the Authority include the administration of the transition of the Umatilla Army Depot from military to civilian use, and

WHEREAS, the Authority has concluded negotiations with the United States Department of the Army for the economic development conveyance of the former Umatilla Chemical Depot and the transfer documents are pending signatures and the closing of the deed transfer, and

WHEREAS, as part of the transfer of the property, the Columbia Development Authority will agree to pay one million dollars to the Army, and

WHEREAS, a portion of the consideration will be paid at closing, with payment of the balance of \$960,000 through a Promissory Note, secured by an Irrevocable Letter of Credit issued by the Bank of Eastern Oregon, and

WHEREAS, for the issuance of the Letter of Credit, the Bank of Eastern Oregon requires that each of the entities of the Columbia Development Authority and the Columbia Development Authority to guarantee the payment of the Letter of Credit.

NOW THEREFORE, IT IS RESOLVED THAT:

1. The Columbia Development Authority approves the form for an Irrevocable Letter of Credit from Bank of Eastern Oregon, for the Columbia Development Authority as borrower and the U. S. Army as beneficiary, for an amount of credit of \$960,000. The form is attached to this order and incorporated by this reference.

2. The Columbia Development Authority authorizes the Irrevocable Letter of Credit in the amount of \$960,000 and guarantees payment to the Bank of Eastern Oregon up to \$960,000 in the event the beneficiary receives payment from the bank under the terms of the letter of credit.

3. Executive Director Greg Smith is authorized to sign any necessary documents on behalf of the Columbia Development Authority, regarding the letter of credit and closing of the transaction from the Army.

Greg Smith, Executive Director
Columbia Development Authority

\$960,000.00

2022

PROMISSORY NOTE

FOR VALUE RECEIVED, the **COLUMBIA DEVELOPMENT AUTHORITY (CDA)**, (hereinafter referred to as "Payor"), hereby promises to pay to the **DEPARTMENT OF THE ARMY** (hereinafter referred to as "Payee"), the principal sum of NINE HUNDRED AND SIXTY THOUSAND and 00/100 DOLLARS (\$960,000.00) payable in lawful money of the United States for the purchase of certain surplus real property located at the Umatilla Chemical Depot, Hermiston, Oregon, consisting of 9,539.44 acres of land and certain surplus related personal property (hereinafter collectively referred to as "the Property") pursuant to the Agreement Between United States Department of the Army and the Columbia Development Authority for the Economic Development Conveyance of a Portion of the Former Umatilla Chemical Depot (the "Agreement"), made as of [_____], 2022 between the Payee and Payor.

Capitalized terms not otherwise defined herein have the meaning given in the Agreement.

This Note bears 0% interest and the principal amount is due and payable within 12 month following the Closing of Parcel 1.

Payor's obligation under this Note is secured by an irrevocable Letter of Credit (LOC) issued by the Bank of Eastern Oregon in favor of the Payee on [insert date].

In the event the Payor fails to pay Payee in accordance with the terms of this Note, the Payee shall give written notice to the Payor of such failure and that the Payor is in default.

Upon the occurrence of such a payment default, Payee may draw an amount equal to the amount of the unpaid balance against the applicable irrevocable LOC issued by the Bank of Eastern Oregon, without further notice to or demand on Payor.

This Note may be paid by Payor in full at any time prior to the expiration of one year from the date of Closing without penalty, interest or administrative fees as provided for in Article 6 of the Agreement.

Payor waives presentment, demand for payment, notice of dishonor, and all other notices and demands in connection with the delivery, acceptance, performance, default, endorsement, or guarantee of this Note.

This Note shall be governed and controlled as to validity, endorsement, interpretation, construction, effect, and in all other respects by the statutes, laws, and decisions of the State of Oregon. Time is of the essence with regard to payments of the principal sum due Payee hereunder.

[SIGNATURES ON THE FOLLOWING PAGE]

\$960,000.00

2022

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[SIGNATURES ON THE FOLLOWING PAGE]

