



# PORT COMMISSION MEETING

100 E STREET, COLUMBIA CITY, OR 97018

SEPTEMBER 11, 2024

8:30 A.M.

The Port of Columbia County Commission Meeting will be in person. In accordance with state law, the meeting will be accessible via telephone or Zoom. Members of the public may attend the meeting electronically by: <https://us02web.zoom.us/j/85425330622>

Call-In: (253) 215-8782

Meeting ID: 854 2533 0622

Passcode: 239357

## I. CALL MEETING TO ORDER (President, Brian Fawcett)

- A. Flag Salute
- B. Roll Call

## II. ADDITIONS TO AGENDA

## III. CONSENT AGENDA (Items marked with an asterisk (\*) are adopted by a single motion unless a Commissioner requests otherwise.)

- A. \* Approval of Minutes: July 24, 2024
- B. \* Finance Report: August 2024
- C. \* Approval of August Check Register and electronic payments in the total amount of \$553,666.92.

## D. IV. COMMENTS FROM THE PUBLIC

(Limited to 2 min. per person unless prior authorization is obtained)

## V. OLD BUSINESS

- A. Marina Update Miriam House
- B. Airport Update Lacey Tolles  
*NO PENDING THROUGH-THE-FENCE (TTF) APPLICATIONS*
- C. Lignetics/Neighbors Update Sean P. Clark

## VI. NEW BUSINESS

- A. **Resolution 2024-21** Guy Glenn, Jr.  
BANK ACCOUNT SIGNERS  
Staff Report and Resolution
- B. **Resolution 2024-22** Elizabeth Millager  
TWO MEMBERS TO MARINA ADVISORY COMMITTEE  
Staff Report and Resolution  
Applications



**C. Resolution 2024-23** Amy Bynum  
DOG PARK LEASE WITH COLUMBIA CITY  
Staff Report and Resolution  
Dog Park Lease

**D. Oregon NFIP Biological Opinion (BiOp)** Bob Salisbury  
Oregon Delegation letter to FEMA August 2024  
Oregonians for Floodplain Protection July 2024  
Port letter to FEMA May 2023

**VII. EXECUTIVE DIRECTOR’S REPORT**

**VIII. COMMISSIONER REPORTS**

**IX. EXECUTIVE SESSION**

The Board will hold an Executive Session to consider exempt public records, including written legal advice from Port General Counsel, which is privileged under ORS 40.225 and exempt from disclosure under ORS 192.355(9)(a) and ORS 192.660 (2)(f).

**X. ADJOURNMENT**

**Upcoming Meetings & Events**

Sept. 25	TBD	Commission Work Session
Sept. 30	5:00 p.m.	Airport Advisory Committee Meeting
Oct. 9	8:30 a.m.	Commission Meeting

**Agenda times and order of items listed are estimated and are subject to change without notice. This facility is ADA-accessible. If you need special accommodation, please contact the Port office at (503) 397-2888 or TTY (800) 735-1232, at least 48 hours before the meeting.**

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



**COMMISSION WORK SESSION MINUTES**  
**JULY 24, 2024**  
**100 E. STREET**  
**COLUMBIA CITY, OR 97018**

The Port of Columbia County held a Board meeting at 6:00 p.m. on Wednesday, July 24, 2024 at the Port office and via Zoom (\*) video conferencing with the following present:

**Commissioners**

Brian Fawcett            President \*  
 Chip Bubl                Vice President  
 Nancy Ward             2nd Vice President  
 Robert Keyser          Secretary  
 Nick Sorber              Treasurer

**Staff**

Sean P. Clark            Executive Director  
 Amy Bynum              Deputy Executive Director  
 Bob Salisbury          Port General Counsel  
 Guy Glenn, Jr.         Executive Finance Manager  
 Miriam House \*        Operations Manager  
 Elliot Levin              North County Ops. & Terminal Mgr.  
 Gina Sisco                Communications & External Affairs Mgr.

**Guests**

Katie Daugherty        DEQ  
 Kevin Parrett            DEQ  
 Melyssa Graeper\*      DEQ Regional Solutions  
 Kevin Jones              CPBR  
 Spencer Deschamps    Blue Heron Septic  
 Ralph Culpepper        Clatskanie Resident  
 Natasha Parvey \*        NXT Clean Fuels  
 Arthur Leskowich \*  
 Bob Gadotti \*            Scappoose  
 Laura Maffei \*          Outside Counsel

Vice President Chip Bubl called the Port of Columbia County Commission work session to order at 6:00 p.m. Commissioners Bubl, Keyser, Ward and Sorber were present in person. Commissioner Fawcett attended via Zoom.

**Additions To Agenda**

Chip Bubl asked the Commission if there were any additions to the agenda. There were no additions, but the Commission agreed to switch the order of Items B and C under New Business.

**Consent Agenda**

Mr. Bubl entertained a motion to approve the consent agenda. Nick Sorber moved; Nancy Ward seconded a motion to adopt consent agenda item A: Approval of June 12, 2024 Minutes. Motion carried unanimously, 5-0.

**Comments from the Public**

Brady Preheim thanked the Commission for continuing to hold evening meetings and said he appreciates the Port having them. Mr. Preheim asked DEQ to work with the Port to get the Railroad Avenue cleanup done. He said the need for environmental cleanup at the site has gone on for decades and should not be passed along to future generations.

## **New Business**

### **Columbia Pacific Bio-Refinery (CPBR) Quarterly Update**

Kevin Jones, Sr. Director of Business Development with CPBR introduced himself and stated that he will be providing the Quarterly Update from this point on as Dan Luckett has retired. Mr. Jones shared that he has 34 years of experience on the Columbia River operating and managing marine terminals, pipeline and railroad operations. He was hired by CPBR in November 2023 and his primary focus is to bring additional business to CPBR by continuing to work with the Port and other local entities in Columbia County, and by moving forward with expanding the facility in regard to renewable diesel, ethanol, and possibly renewable diesel feedstock. Mr. Jones reported on facility operations, safety and environmental compliance, on-site inspections, permitting, maintenance, and expansion projects. CPBR currently has 22 employees on site. Transloading and craning operations have been ongoing since 2021 and CPBR has handled a total of 13,632 rail cars which is equivalent to 112 unit trains and 65 vessels have been loaded. Mr. Jones said there have been no contractor or employee injuries, zero loss time injuries, zero recordable injuries and no reported near miss or at-risk incidents. They had 2,432 consecutive workdays without an injury and 4,732 days without any loss time accidents. CPBR's safety and environmental operations are within compliance and there have been a total of 268 inspections on site. Mr. Jones stated that 100% of unit trains received on site (498 to date) have been properly marked and placard, there have been no Federal Railroad Administration (FRA) infractions, and 100% of rail cars released from the facility were properly placard and inspected before release back to the railroad. All federal, state, and local permits are in place and up to date. CPBR is working with the Port and other interested parties on finalizing a dock maintenance plan and making improvements to meet the new required seismic standards. CPBR continues to develop renewable fuels expansion projects.

Nancy Ward stated that she took a quick tour of Port Westward on July 29 and noticed more rail cars than usual. Mr. Jones responded that CPBR was one of the supply chain locations used to store rail cars while a receiving facility in Dickinson, ND was idled for several weeks due to scheduled maintenance known as a turnaround which lasted roughly two weeks. The additional rail cars are now being shipped out of CPBR's facility. Elliot Levin added that trains will start moving again next Friday or Saturday. Ms. Ward inquired about how many rail cars CPBR can hold at one given time. Mr. Clark responded that the Port lead and CPBR lead each hold one unit train, the Beaver spur can hold almost one, and they store a lot inside the fence also. The Commission thanked Mr. Jones for his report.

### **Resolution 2024-15**

#### **APPROVING BLUE HERON SEPTIC LEASE**

Port Deputy Executive Director Amy Bynum presented Resolution 2024-15 which would authorize the Port to enter into a commercial lease with Blue Heron Septic and Drain Services ("Blue Heron"), a local company that has served St. Helens and the surrounding area for many years and has a reputation for reliable service. Ms. Bynum introduced Blue Heron Owner Spencer Deschamps to discuss his business and plans for using the property. Mr. Deschamps introduced himself as a long-time citizen of Columbia County stating that he graduated from St. Helens and raised his kids here. He stated that Blue Heron has acquired St. Helens-Scappoose Septic, but the two businesses will not blend. There will not be any maintenance performed onsite, and Mr. Deschamps is aware that DEQ has oversight of the property. Nancy Ward asked how many trucks they have, and if all trucks would arrive at the site empty. Mr. Deschamps responded that Blue Heron has two pump trucks and two service trucks, and St. Helens-Scappoose Septic has one pump truck and one service van. He confirmed that all trucks would arrive empty as required by law. The water treatment plant in St. Helens is their primary disposal site, and they have 24-hour availability for after-hours emergencies.

Robert Keyser moved; Nick Sorber seconded a motion to adopt Resolution 2024-15. The motion carried unanimously, 5-0.

## **Railroad Avenue Discussion with DEQ**

Elliot Levin provided a brief recap of a large-scale environmental remediation project at the former Pope & Talbot site on Railroad Avenue. Mr. Levin displayed a map showing the five Priority Action Areas for cleanup and stated that Pope & Talbot operated a sawmill and creosote wood treatment facility on the site from 1938 until 1960. The contamination at the site happened before the Port purchased the property in 1963. Pope & Talbot and the Port signed a legal agreement with DEQ in 1995 that called for both parties to complete a remedial investigation and feasibility study. However, Pope & Talbot went bankrupt in 2008 and left the Port and the people of Columbia County responsible for the cleanup. Mr. Levin explained that the Port has been diligently working with the Oregon Department of Environmental Quality (DEQ) on a remediation plan for decades since. A Record of Decision (ROD) was issued by DEQ in September 2023 detailing the required remedial actions. As part of this process, DEQ would like the Port to enter into a new legal agreement which includes long-term monitoring. The estimated cost of the cleanup in 2022 was approximately \$22M and the Port has concerns about its ability to fund such a large amount. Mr. Levin pointed out the complexity of the issue and said the Port has been working well with DEQ over the last several years to gain momentum.

Mr. Levin then introduced Kevin Parrett and Katie Daugherty from DEQ to discuss the next phase and how to move forward. Ms. Daugherty explained that the next phase will consist of engineering and design work, implementation, and long-term maintenance. She also pointed out that with inflation the cost could now be closer to \$30M. DEQ will conduct an Ability to Pay analysis to assess the Port's ability to contribute to the costs. Mr. Parrett discussed remediation plans, timing and permitting challenges as most of the work will be done in the water. The Commission addressed the need for maintaining the infrastructure and the possibility of future site redevelopment. Both the Port and DEQ emphasized the importance of ongoing long-term maintenance and monitoring of the site and aimed to resolve the funding and move forward with an agreement by the end of the year.

## **Resolution 2024-16**

### **APPROVING AIRPORT PAVEMENT MAINTENANCE BID**

Airport Manager Lacey Tolles came before the Commission to recommend the selection of C.R. Contracting, LLC for the Scappoose Airport West Side Pavement Maintenance Project. Ms. Tolles stated that the Port received a Federal Aviation Administration (FAA) **grant**, and the project is approaching the final construction phase. Ms. Ward inquired about the health status of the pilot from a previous crash. Ms. Tolles responded that the pilot is in stable condition according to the last update received by Port staff.

Nancy Ward moved; Nick Sorber seconded a motion to adopt Resolution 2024-16. The motion carried unanimously, 5-0.

## **Executive Director's Report**

Sean Clark announced the promotions of Elizabeth Millager to Property Manager and Lacey Tolles to Airport Manager and congratulated them both on their new roles. Mr. Clark stated that he emailed Commissioners regarding a new camera security system with updated technology and options to expand. At Port Westward, there have been no inbound unit trains, and no vessels are scheduled. Mr. Clark informed the Commission that a break-in was reported at the Clatskanie Business Center over the weekend and on July 23. Vandals broke windows and set off fire extinguishers in the building. A police report has been filed. On June 21 a hit and run was reported at Multnomah Industrial Park which damaged the main gate keypad. The matter is under investigation by the St. Helens Police Department. Community events for the year are wrapping up with Movies in the Park in Scappoose on August 9 and the Columbia City Celebration on August 10. Mr. Clark thanked Commissioners and staff for coming out and helping at the Port booths for those events. Lastly, Mr. Clark said he would be sending out the Department Reports earlier before the Commissions meetings. The Executive Director's Report is on file at the Port Office.

**Commissioner Reports**

Robert Keyser announced that Chief Steve Sharek of the Clatskanie Fire District is retiring after 43 years.

Nick Sorber said he was glad to meet with DEQ tonight and that hopefully we can get the cleanup done in a timely manner.

Nancy Ward attended the Northwest Environmental Business Council (NEBC) meeting last week and stated that each department head from DEQ gave a report on what they do and what they are currently working on. Ms. Ward shared that at the NEBC meeting it was announced that the NEXT Project in Columbia County is moving along and should be approved soon.

Brian Fawcett had no update.

Chip Bubl had no update.

**Executive Session**

The Board held an Executive Session to consider exempt public records, including written legal advice from Port General Counsel, which is privileged under ORS 40.225 and exempt from disclosure under ORS 192.355(9)(a) and ORS 192.660(2)(f).

**THERE BEING NO FURTHER BUSINESS BEFORE THE COMMISSION, THE MEETING  
ADJOURNED AT 7:02 P.M.**

\_\_\_\_\_  
President

September 11, 2024

Date Adopted by Commission

\_\_\_\_\_  
Secretary



Finance Report September, 2024

# STAFF REPORT

DATE: September 4, 2024  
TO: Port Commission Board  
FROM: Guy Glenn  
Executive Finance Manager  
RE: Finance Update: July 2024 – August 2024

**Discussion:**

**Income Statement and Balance Sheet:** The July 31, 2024 preliminary income and balance sheet statements are attached for your reference.

**Cash and Investments as of August 31, 2024:** \$ 13,436,157.23

- BMO - \$ 98,167.58
- LGIP - \$ 484,544.29
- LGIP - \$ 2,594,692.96
- LGIP - \$ 10,258,752.40

**Checks and electronic payments issued in August 2024 totaled:** \$553,666.92

**August Highlights:**

The Fiscal Year 2024 year end closing and audit are still in process. Preliminary items were provided to the auditors in June. We will be providing the auditors with the remaining items this week and anticipate the audit will be finalized in October.

Front desk/Admin II Position: we are planning on onboarding a new admin team member on September 9<sup>th</sup> on a temp-to-hire basis.

We are tentatively looking to have an online payment option available in mid-October for anyone who has an account with the port. More details will be provided.

I will be attending the SDAO HR and Finance Roundtables on September 18<sup>th</sup>.

# Balance Sheet

## as of

### July 31, 2024

	Jul 2024	Jul 2023
<b>ASSETS</b>		
<b>Current assets</b>		
Cash and Investment	12,884,665	9,599,767
Cash restricted for debt payments	607,253	271,471
Receivables, net of allowances	603,985	402,099
Prepaid Expenses	-	27,796
<b>Total current assets</b>	14,095,903	10,301,133
<b>Noncurrent assets</b>		
Capital Assets	4,346,496	-
Depreciable capital assets	63,908,238	63,899,876
Non depreciable capital assets	12,090,960	12,090,960
Accumulated depreciation	(34,062,558)	(34,062,558)
Capital assets, net	46,283,136	41,928,278
Receivables from other organizations	1,593,711	1,593,711
<b>Total noncurrent assets</b>	47,876,847	43,521,989
<b>Deferred outflows of resources</b>	285,578	285,578
<b>Total Assets and deferred outflows</b>	62,258,328	54,108,700
<b>LIABILITIES AND NET POSITION</b>		
<b>Current liabilities</b>		
Accounts payable	35,365	17,892
Accrued interest payable	77,291	77,291
Retainage Payable	-	-
Accrued payroll costs	(437)	185
Compensated balances	199,969	169,742
Deferred revenue	(108)	332,428
Deposits	678,681	675,298
Notes payable and assessment debt - current	268,196	268,196
<b>Total current liabilities</b>	1,258,957	1,541,033
<b>Noncurrent liabilities</b>		
Notes Payable	4,702,099	4,702,099
Special assessment debt with government commitment	1,455,970	1,455,970
Environmental Clean-up Liab. RR Ave	19,600,000	19,600,000
Net pension liability	865,616	865,616
<b>Total noncurrent liabilities</b>	26,623,685	26,623,685
<b>Deferred inflows of resources</b>	-	-
<b>Net position</b>		
Investment in capital assets, net of related debt	29,519,113	29,519,113
Unrestricted	4,249,320	(3,846,602)
Restricted for debt payments	607,253	271,471
Current Year Income (loss)		
<b>Total net position</b>	34,375,686	25,943,982
<b>Total liabilities, deferred inflows and net position</b>	62,258,328	54,108,700



Income Statement  
for the period ending  
July 31, 2024

	Current	Yr To Date		Prior YTD	Increase
	Actual	Actual		Actual	(Decrease)
<b>Resources</b>					
Property Taxes	7	7		496	(489)
Licenses and Permits	48,091	48,091		45,842	2,249
Rents and Reimbursements	509,790	509,790		493,735	16,055
Terminal Services	64,427	64,427		84,228	(19,802)
Bayport RVPark	14,579	14,579		11,523	3,057
Parking Fees	15,857	15,857		5,300	10,557
Launch Fees	-	-		4,150	(4,150)
Other Marina Fees	425	425		310	115
Grants	60,000	60,000		22,250	37,750
Loan Proceeds	-	-		-	-
Interest Earnings	59,117	59,117		33,067	26,051
InterGovernmental Income	-	-		-	-
Contributions	-	-		-	-
Miscellaneous Income	32,384	32,384		6,693	25,691
<b>Total Resources</b>	<b>804,678</b>	<b>804,678</b>		<b>707,594</b>	<b>97,083</b>
<b>Requirements</b>					
Personnel Services	203,563	203,563		176,897	26,666
Materials and Services	237,806	237,806		63,869	173,937
Capital Outlay	140,798	140,798		6,291	134,507
Debt Service	26,801	26,801		-	26,801
Contingency	-	-		-	-
<b>Total Requirements</b>	<b>608,969</b>	<b>608,969</b>		<b>247,058</b>	<b>361,911</b>
<b>Change in Net Position</b>	<b>195,709</b>	<b>195,709</b>		<b>460,536</b>	<b>(264,827)</b>

**Port of Columbia County  
Vendor Check Register Report**

Check No.	Vendor ID	Vendor Name	Check Date	Check Amount	Voided
45485	BANK001	BMO Financial Group	8/1/2024	\$5,334.99	No
45486	CHRI002	Chris O Janitorial LLC	8/1/2024	\$2,738.66	No
45487	CINT002	Cintas Corporation No 3	8/1/2024	\$60.68	No
45488	CITY002	City of Scappoose	8/1/2024	\$1,967.86	No
45489	CITY003	City of St. Helens	8/1/2024	\$85.78	No
45490	CLAT002	Clatskanie PUD	8/1/2024	\$663.35	No
45491	CLAT003	Clatskanie Builders Supply	8/1/2024	\$16.49	No
45492	COLU001	Columbia County Economic Team	8/1/2024	\$10,000.00	No
45493	COLU008	Columbia River PUD	8/1/2024	\$3,330.38	No
45494	CORE002	Core & Main	8/1/2024	\$3,095.22	No
45495	GADO001	Robert Gadotti	8/1/2024	\$975.00	No
45496	MARI001	Maritime Commerce Club	8/1/2024	\$105.00	No
45497	METR002	MetroWatch	8/1/2024	\$2,734.20	No
45498	PAUL001	Paulson Printing	8/1/2024	\$1,005.35	No
45499	PNWA001	Pacific Northwest Waterways Association	8/1/2024	\$940.00	No
45500	SHER001	Sherwin-Williams	8/1/2024	\$1,659.00	No
45501	SONI001	Sound Security, Inc	8/1/2024	\$592.40	No
45502	TITA001	Titan Tree Care, LLC	8/1/2024	\$2,300.00	No
45503	TOLL001	Lacey Tolles	8/1/2024	\$120.40	No
45504	WARD001	Nancy Ward	8/1/2024	\$274.89	No
45505	ACEH001	Ace Hardware - St Helens	8/8/2024	\$326.78	No
45506	ACEH002	Ace Hardware - Scappoose	8/8/2024	\$42.24	No
45507	AMBI001	Ambient IT Solutions	8/8/2024	\$131.25	No
45508	ASHC001	Ash Creek Forest Management, LLC	8/8/2024	\$3,600.00	No
45509	ATTM001	AT&T Mobility	8/8/2024	\$1,030.77	No
45510	BLUE001	Blue Heron Septic and Drain Service	8/8/2024	\$4,700.00	No
45511	CINT001	Cintas First Aid & Safety	8/8/2024	\$108.00	No
45512	CINT002	Cintas Corporation No 3	8/8/2024	\$267.26	No
45513	CITY001	City of Columbia City	8/8/2024	\$315.74	No
45514	CITY005	City of Clatskanie	8/8/2024	\$81.68	No
45515	COMC003	Comcast Business-Ethernet	8/8/2024	\$3,132.85	No
45516	CONN001	Connecta Satellite Solutions LLC	8/8/2024	\$44.78	No
45517	COUN001	Country Media	8/8/2024	\$260.40	No

45518	CSAP001	CSA Planning Ltd.	8/8/2024	\$1,935.25	No
45519	DAHL001	VASA Hldgs LLC dba	8/8/2024	\$179.27	No
45520	DONS001	Dons Rental	8/8/2024	\$72.42	No
45521	HUDS002	Hudson Portable Toilet Service	8/8/2024	\$158.00	No
45522	LAWR001	Lawrence Oil Company	8/8/2024	\$103.50	No
45523	METR001	Metro Overhead Door	8/8/2024	\$60.00	No
45524	MILL004	Elizabeth Millager	8/8/2024	\$220.42	No
45525	MYSY001	My System Shield LLC	8/8/2024	\$3,106.00	No
45526	OREI001	O'Reilly Auto Enterprises LLC	8/8/2024	\$40.78	No
45527	PAMP001	Carpenter Media Group Oregon	8/8/2024	\$40.00	No
45528	QUIL001	Staples Inc dba	8/8/2024	\$210.28	No
45529	SHRE001	Shred Northwest, Inc	8/8/2024	\$60.00	No
45530	SUNS001	Sunset Auto Parts	8/8/2024	\$9.99	No
45531	SUNS002	watkins Tractor & Supply dba	8/8/2024	\$171.00	No
45532	TICO001	Ticor Title Insurance	8/8/2024	\$400.00	No
45533	VOYA001	Voya - State of Oregon	8/8/2024	\$4,634.00	No
45534	WILC001	Wilson Oil Inc dba	8/8/2024	\$641.41	No
45535	ZIPL001	Zipty Fiber	8/8/2024	\$131.70	No
45536	ALLA001	All About Doors Inc	8/15/2024	\$3,737.50	No
45537	AMBI001	Ambient IT Solutions	8/15/2024	\$1,312.00	No
45538	BYNU001	Amy Bynum	8/15/2024	\$200.00	No
45539	CENT001	CenturyLink	8/15/2024	\$244.56	No
45540	CHAR001	Charter Communications	8/15/2024	\$217.04	No
45541	CINT002	Cintas Corporation No 3	8/15/2024	\$67.56	No
45542	COLU026	Columbia County Transfer Station	8/15/2024	\$116.27	No
45543	DAIL001	Daily Journal of Commerce	8/15/2024	\$745.42	No
45544	DOMA001	Domain Listings	8/15/2024	\$288.00	No
45545	HUDS001	Hudson Garbage Service	8/15/2024	\$844.96	No
45546	HUDS002	Hudson Portable Toilet Service	8/15/2024	\$422.00	No
45547	KOLD001	Culligan	8/15/2024	\$75.20	No
45548	LOOPN001	LoopNet	8/15/2024	\$660.00	No

45549	METR002	MetroWatch	8/15/2024	\$5,468.40	No
45550	MILL004	Elizabeth Millager	8/15/2024	\$37.61	No
45551	NORT001	Northwest Parking Equipment	8/15/2024	\$11,941.88	No
45552	NWNA001	NW Natural Gas Company dba	8/15/2024	\$75.35	No
45553	PACI005	Pacific Office Automation	8/15/2024	\$357.00	No
45554	PAMP001	Carpenter Media Group Oregon	8/15/2024	\$1,038.38	No
45555	PNWA001	Pacific Northwest Waterways Association	8/15/2024	\$470.00	No
45556	QUIL001	Staples Inc dba	8/15/2024	\$97.97	No
45557	SAIF001	SAIF Corp	8/15/2024	\$4,385.13	No
45558	SHER001	Sherwin-Williams	8/15/2024	\$68.70	No
45559	SUPP002	SupplyWorks	8/15/2024	\$116.04	No
45560	TCMS	Trotter & Morton	8/15/2024	\$678.25	No
45561	USDI001	US Distributing Inc	8/15/2024	\$262.63	No
45562	WAST002	Waste Management of OR, Inc.	8/15/2024	\$34.64	No
45563	XENO001	XenotsSolutions LLC	8/15/2024	\$775.00	No
45564	COLU009	Columbia County	8/21/2024	\$3,331.02	No
45565	AAPA001	American Assoc of Port Authorities	8/22/2024	\$11,129.00	No
45566	BEMI001	Bemis Printing & Graphics	8/22/2024	\$618.50	No
45567	BUBL001	Chip Bubl	8/22/2024	\$150.00	No
45568	CENT001	CenturyLink	8/22/2024	\$103.03	No
45569	CENT003	CenturyLink	8/22/2024	\$54.59	No
45570	CINT002	Cintas Corporation No 3	8/22/2024	\$117.86	No
45571	CLAT002	Clatskanie PUD	8/22/2024	\$22.95	No
45572	COLU008	Columbia River PUD	8/22/2024	\$80.64	No
45573	COMC001	Comcast	8/22/2024	\$93.97	No
45574	COMC002	Comcast Business-Office Phones	8/22/2024	\$2,074.36	No
45575	FAWC001	Brian Fawcett	8/22/2024	\$150.00	No
45576	KERN001	Kern & Thompson LLC	8/22/2024	\$2,000.00	No
45577	KEYS001	Robert Keyser	8/22/2024	\$150.00	No
45578	METR002	MetroWatch	8/22/2024	\$2,734.20	No
45579	MILL004	Elizabeth Millager	8/22/2024	\$245.61	No
45580	MYSY001	My System Shield LLC	8/22/2024	\$836.00	No
45581	NWNA001	NW Natural Gas Company dba	8/22/2024	\$42.21	No

45582	PAUL001	Paulson Printing	8/22/2024	\$9,843.06	No
45583	PITN001	Pitney Bowes- Purchase Power	8/22/2024	\$399.50	No
45584	SCAP008	Scappoose Public Library	8/22/2024	\$1,000.00	No
45585	SHRE001	Shred Northwest, Inc	8/22/2024	\$60.00	No
45586	SORB001	Nick Sorber	8/22/2024	\$150.00	No
45587	STEL001	Richard Stellner	8/22/2024	\$1,872.50	No
45588	SUPP002	SupplyWorks	8/22/2024	\$120.04	No
45589	VOYA001	Voya - State of Oregon	8/22/2024	\$4,634.00	No
45590	WARD001	Nancy Ward	8/22/2024	\$150.00	No
45591	WILC001	Wilson Oil Inc dba	8/22/2024	\$838.01	No
45592	CABL001	Cable Huston	8/29/2024	\$1,961.00	No
45593	CASC003	Cascade Electrical, LLC	8/29/2024	\$15,900.00	No
45594	CHRI002	Chris O Janitorial LLC	8/29/2024	\$2,738.66	No
45595	CINT002	Cintas Corporation No 3	8/29/2024	\$155.29	No
45596	CITY002	City of Scappoose	8/29/2024	\$2,026.53	No
45597	CITY003	City of St. Helens	8/29/2024	\$33,372.81	No
45598	COLU008	Columbia River PUD	8/29/2024	\$3,306.77	No
45599	COMC001	Comcast	8/29/2024	\$2,559.46	No
45600	COTT001	Sydell Cotton	8/29/2024	\$50.00	No
45601	GADO001	Robert Gadotti	8/29/2024	\$1,012.50	No
45602	KIWA002	Kiwanis Club of Clatskanie	8/29/2024	\$156.00	No
45603	LOWT001	Dayle Shulda dba	8/29/2024	\$790.00	No
45604	MYSY001	My System Shield LLC	8/29/2024	\$3,344.00	No
45605	NORT001	Northwest Parking Equipment	8/29/2024	\$319.12	No
45606	QUIL001	Staples Inc dba	8/29/2024	\$412.91	No
45607	SCOT001	Brittany Scott	8/29/2024	\$50.00	No
45608	SINE001	Sines Construction	8/29/2024	\$1,500.00	No
45609	SOLU001	Solutions Yes, LLC	8/29/2024	\$330.00	No
45610	SONI001	Sound Security, Inc	8/29/2024	\$592.40	No
45611	TOLL001	Lacey Tolles	8/29/2024	\$167.08	No
45612	WILC001	Wilson Oil Inc dba	8/29/2024	\$66.23	No
45613	WSPU001	WSP USA Inc	8/29/2024	\$10,683.96	No
<b>Total</b>	<b>227</b>		<b>Sub Total - Checks</b>	<b>\$223,448.68</b>	

### Electronic Withdrawals

WDL000006513	ADP Payroll Fee	8/2/2024	\$242.51
WDL000006514	Cardinal Services - Payroll	8/2/2024	\$1,791.24
WDL000006524	ADP - Payroll	8/8/2024	\$66,332.03
WDL000006529	Cardinal Servicesoll	8/9/2024	\$2,464.00
WDL000006552	ADP - Payroll	8/22/2024	\$65,732.82
WDL000006564	Cardinal Servicesoll	8/23/2024	\$2,458.76
WDL000006575	PERS	8/28/2024	\$9,818.72
WDL000006576	PERS	8/28/2024	\$9,819.71
WDL000006582	ADP Payroll Fees	8/30/2024	\$235.30
DAJ000006506	SBM Kiosk Cards 8904	8/1/2024	\$681.56
DAJ000006507	PV Rark Resv 3111	8/1/2024	\$718.15
DAJ000006508	Office Cards 8888	8/1/2024	\$1,542.69
DAJ000006520	Regence InstaMed Health Ins	8/6/2024	\$28,706.39
DAJ000006523	CPBR Dock Restoration Reimbursement	8/7/2024	\$125,000.00
DAJ000006528	RV Park Resv Refund 3111	8/12/2024	\$290.00
DAJ000006534	RV Park Resv Refund 3112	8/12/2024	\$450.00
DAJ000006535	The Standard Dental/Vision Insurnace	8/12/2024	\$2,069.24
DAJ000006536	PERS	8/13/2024	\$10,280.34
DAJ000006546	ADP Payroll Fee	8/16/2024	\$242.51
DAJ000006558	BMO Bank Fee August	8/22/2024	\$358.93
DAJ000006563	Accrue HRA Claim Reimbursement	8/23/2024	\$978.34
DAJ000006574	RV Park Resv Refund 3111	8/28/2024	\$5.00

**Sub Total - W/D** **\$330,218.24**

**Grand Total** **\$553,666.92**



## Res. 2024-21 STAFF REPORT

### Designating Authorized Bank Account Signers

DATE: September 11, 2024  
TO: Commission Board  
FROM: Guy Glenn, Jr.  
Executive Finance Manager  
RE: Port Banking Services  
**Designating Authorized Bank Account Signers**

#### Discussion

In January 2023, the Port designated Bank of the West as the Port's primary depository and provider of banking services. Bank of the West merged with Bank of Montreal in February 2023 so the Port now formally banks with Bank of Montreal.

The Port regularly reviews and updates authorized bank account signers and individuals who have the authority to act on behalf of the Port. This Resolution identifies the positions of such Signers and Authorized Officers.

The Commissioners, Executive Director, Deputy Executive Director, Operations Manager and North County Terminal & Operations Manager will all be Signers on the bank account. The Executive Director and Executive Finance Manager will have authority to maintain the account as Authorized Officers. The Executive Finance Manager will not be a Signer and has no signing authority.

#### Recommendation

Adopt Resolution No. 2024-21, updating authorized Signers and Authorized Officers on the Bank of Montreal account.

# RESOLUTION NO. 2024-21

## A RESOLUTION DESIGNATING AUTHORIZED BANK ACCOUNT SIGNERS

**WHEREAS**, in January 2023, the Port selected Bank of the West as the designated primary bank depository and entered into an agreement for cash management services and authorized account signers; and

**WHEREAS**, Bank of the West merged with Bank of Montreal on February 1, 2023, and now operates as Bank of Montreal;

**WHEREAS**, the Port routinely reviews and updates Signers and Authorized Officers who have authority to act on behalf of the Port in banking matters; Now therefore,

**BE IT RESOLVED** by the Board of Commissioners of the Port of Columbia County as follows:

The Board approves execution of any documents necessary to authorize Commissioners, the Executive Director, the Deputy Executive Director, Operations Manager, and North County Operations & Terminal Manager to be Signers on the Bank of Montreal account. The Board further approves the Executive Director and Executive Finance Manager to both be named as Authorized Officer's with Bank of Montreal, with full authority to maintain the account but the Executive Finance Manager has no signing authority.

**PASSED AND ADOPTED** this 11<sup>th</sup> day of September 2024 by the following vote:

**Ayes:** \_\_\_\_\_ **Nays:** \_\_\_\_\_ **Abstain:** \_\_\_\_\_

**ATTESTED BY:**

**PORT OF COLUMBIA COUNTY**

\_\_\_\_\_  
**Secretary**

**By:** \_\_\_\_\_  
**President**





# Marina Advisory Committee Appointments

## Res. 2024-22 STAFF REPORT

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DATE: September 11, 2024  
TO: Port Commission  
FROM: Elizabeth Millager – Property Manager  
RE: **Appointment of Two New Marina Advisory Committee Members**  
Greg Wittman and Wela Negelspach

### Discussion

The Scappoose Bay Marine Park Advisory Committee has authority to recommend actions to the Port Commission but may not obligate the Port in any way. All the responsibilities of the Advisory Committee are assigned at the discretion of the Executive Director or the Port Commission.

The committee currently has two vacancies. Greg Wittman and Wela Negelspach have both submitted applications which were reviewed at the most recent advisory committee meeting on September 3, 2024. After a discussion of Mr. Wittman's interest and background, which includes many years of boating from Scappoose Bay Marina and in the local waterways, and Ms. Negelspach's interest and background, which includes her experience funding and promoting local tourism, the marina committee unanimously voted to recommend Mr. Wittman and Ms. Negelspach to join the advisory committee.

After appointment by the Port Commission, Scappoose Marine Park Advisory Committee members serve for three years.

### Recommendation

Adopt Resolution 2024-22, appointing Greg Wittman and Wela Negelspach to the Scappoose Bay Marine Park Advisory Committee for a three-year term ending June 2027.

# RESOLUTION NO. 2024-22

## A RESOLUTION APPOINTING GREG WITTMAN AND WELA NEGELSPACH TO THE SCAPPOOSE BAY MARINE PARK ADVISORY COMMITTEE UNTIL JUNE 2027

**WHEREAS**, the Port of Columbia County maintains a volunteer Advisory Committee for matters related to the Scappoose Bay Marine Park and there are currently two openings on the Committee for new members; and

**WHEREAS**, Advisory Committees may recommend actions to the Port Commission but may not obligate the Commission in any way; and

**WHEREAS**, the Advisory Committee reviewed the applications of Greg Wittman and Wela Negelspach and approved both candidates; and

**WHEREAS**, the Committee and Port Staff recommend that Greg Wittman and Wela Negelspach be appointed to fill the two open positions for a term of three years ending June 2027; Now, therefore,

**BE IT RESOLVED** by the Board of Commissioners of the Port of Columbia County as follows:

Greg Wittman and Wela Negelspach are hereby appointed to the Scappoose Bay Marine Park Advisory Committee for a three-year term ending in June 2027.

**PASSED AND ADOPTED** this 11<sup>th</sup> day of September 2024 by the following vote:

**AYES:** \_\_\_\_\_ **NAYS:** \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_

**PORT OF COLUMBIA COUNTY**

**By:** \_\_\_\_\_  
**President**

**Attested By:**

\_\_\_\_\_  
**Secretary**



P.O. Box 190  
Columbia City, OR 9718  
(503) 397-2888

APPLICATION FORM

Date: 7-26-2024

GREG WITTMAN  
Full Name

[Redacted]  
Day Telephone Number

[Redacted]  
Address (Applicant must be a resident of the Port District)

[Redacted]  
Evening Telephone Number

[Redacted]  
City State Zip Code


[Redacted]  
E-Mail Address

Are you 18 years of age or older?  
 Y  N

Please state the reason you wish to serve on the Scappoose Bay Marine Park Advisory Committee:  
To Provide Positive Feed back For Any changes That will happen in the future For the better of the Scappoose Bay Marine Park.

Please list any business, volunteer, or governmental experience:  
N/A

Please list any special skills useful to this position:  
36 years industrial manufacturing, Served on Safety And Product Flow committees.

Please describe your time availability:  
Anytime Retired 

**Please describe your vision of the future for the Scappoose Bay Marine Park:**

To Keep UP WITH Safety, Technology AND Environment rules to make better For All user groups AND Surrounding Properties.

**Please describe how you would contribute to your vision described above:**

AS A USER for over 50yrs I'm familiar with the Surrounding waterways AND Surround Area. Can Provide input From A boaters perspective.

**Please provide any additional material or information pertinent to the Advisory Committee position:**

AS A USER OF the facility AT all hours OF the day CAN provide input AND report Any UNLAWFUL, UNETHICAL Problems that arise AT the facility AND surrounding port Properties.

**Feel free to attach a resume or other information that might be useful in making our decision.**

\*\*\*\*\*

The Port of Columbia County is an equal employment opportunity employer and does not discriminate on the basis of sex, age, race and color, religion, marital status, national origin, handicap or veteran status.

Interviews are given on a competitive basis, using job-related factors, after a written application has been received and reviewed. Because of the large number of applications that may be received, not everyone who applies for the position will be interviewed.

I certify that I have answered truthfully and have not knowingly withheld any information relative to my application. I understand that any misrepresentation of this application will result in my being eliminated from further consideration.

I authorize the employers, supervisors, and references listed above to give Port of Columbia County representatives any and all information regarding my previous employment and any pertinent information they may have regarding me.

I release the Port of Columbia County and previous employers, supervisors, or references from liability of any damage that may result from furnishing information to the Port of Columbia County.

I agree to a criminal background check.

In consideration of my application, I agree to conform to the instructions, rules and policies of the Port of Columbia County.

Greg Wittman  
Signature

7-26-2024  
Date



P.O. Box 190  
Columbia City, OR 9718  
(503) 397-2888

**APPLICATION FORM**

Date: 7/30/2024

Wela Negelspach  
**Full Name**

[Redacted]  
**Day Telephone Number**

[Redacted]  
**Address** (Applicant must be a resident of the Port District)

same  
**Evening Telephone Number**

[Redacted]  
**City State Zip Code**

[Redacted]  
**E-Mail Address**

**Are you 18 years of age or older?**  
 **Y**  **N**

**Please state the reason you wish to serve on the Scappoose Bay Marine Park Advisory Committee:**  
Scappoose Bay is one of the most visited natural resources in the County. As the Tourism Director for Columbia County, as well as a local resident who uses the Marina, I feel it is important to be an active participant in guiding lasting and positive sustainability that benefits not just local residents, but tourists that can benefit the local economy.

**Please list any business, volunteer, or governmental experience:**  
I've worked for the Columbia Economic Team for 6 years. 5 of that heading up the Columbia County Tourism Initiative to create the Destination Management Organization (DMO). In that capacity, I work with the RDMO-Travel Portland as well as the state agency Travel Oregon and the Oregon Destination Association. In this time, I have built strong relationships with leadership at all of these organizations to benefit the Port and Columbia County Tourism. Tourism is just 10% of what I do for CET. I am the Administrative & Program Manager handling all operations of the organization including managing CET membership and the Board of Directors.

**Please list any special skills useful to this position:**  
I have the ability to lead and motivate a group, fostering a collaboration and productive environment. I have experience in writing and securing grants as well as the project management skills and in making projects a success. I have worked effectively with a diverse group of stakeholders from throughout the county to complete several projects successfully.

**Please describe your time availability:**  
My employment allows me a lot of flexibility. We are currently a hybrid organization and I am able to attend meetings day or evening.

**Please describe your vision of the future for the Scappoose Bay Marine Park:**

As the largest tourism asset in the County, it is important that the Bay's natural beauty and biodiversity is protected so that future generations can continue to experience it's wonders.

**Please describe how you would contribute to your vision described above:**

Advocate for not just funding resources to continue to improve ammentities but to also promote the Marine Park to the community.

**Please provide any additional material or information pertinent to the Advisory Committee position:**

Collaborated with the County to use annual Travel Oregon funding for informational signage along CZ Trail. Grants received via Travel Oregon for Bike Hub Stations in Clatskanie, Rainier, Vernonia and Scappoose with bike routes designed by a consultant and managed on Ride w/GPS. Grant written, received and project managed the Vernonia Beautifcation project which cleaned up Bridge Street and added 8 murals to various downtown businesses. Most recently collaborated on creating a new Vernonia sign on Hwy 26. In 2022, recognized as the Portland Region's Rising Star at the Governor's Tourism Conference. Just completed the first ever tourism brand for the County.

**Feel free to attach a resume or other information that might be useful in making our decision.**

\*\*\*\*\*

The Port of Columbia County is an equal employment opportunity employer and does not discriminate on the basis of sex, age, race and color, religion, marital status, national origin, handicap or veteran status.

Interviews are given on a competitive basis, using job-related factors, after a written application has been received and reviewed. Because of the large number of applications that may be received, not everyone who applies for the position will be interviewed.

I certify that I have answered truthfully and have not knowingly withheld any information relative to my application. I understand that any misrepresentation of this application will result in my being eliminated from further consideration.

I authorize the employers, supervisors, and references listed above to give Port of Columbia County representatives any and all information regarding my previous employment and any pertinent information they may have regarding me.

I release the Port of Columbia County and previous employers, supervisors, or references from liability of any damage that may result from furnishing information to the Port of Columbia County.

I agree to a criminal background check.

In consideration of my application, I agree to conform to the instructions, rules and policies of the Port of Columbia County.

*Wela Negelapach*

Signature

7/30/2024

Date



City of Columbia City New  
Dog Park Lease

## STAFF REPORT

---

DATE: September 11, 2024  
TO: Port Commission  
FROM: Amy Bynum  
Real Estate & Business Development Manager, Deputy Executive Director  
RE: **City of Columbia City – Dog Park Lease (no fee)**

### Discussion

The City of Columbia City (“Columbia City”) operates public dog park in Columbia City on land owned by the Port adjacent to the Port office. Columbia City has been a tenant in good standing via month-to-month short-term license agreements for many years. Port staff and Columbia City have successfully negotiated a longer-term lease to maintain recreation opportunities for the public and to reduce the annual administrative burden.

#### Summary of Lease terms:

1. Premises: 1-acre parcel of land adjacent to the Port office
2. Purpose: a public, fenced, off-leash dog park and associated parking area
3. Term: Five-year Lease with two successive five-year renewal terms
4. Basic Rent: No fee

### Recommendation

Adopt Resolution No. 2024-23 authorizing the Executive Director to execute a new Dog Park Lease with Columbia City.

# RESOLUTION 2024-23

## A RESOLUTION APPROVING A DOG PARK LEASE WITH THE CITY OF COLUMBIA CITY

**WHEREAS**, the City of Columbia City, (“Columbia City”) a municipality in the State of Oregon and existing tenant of the Port of Columbia County, has been working with Port Staff to negotiate a new lease; and

**WHEREAS**, Columbia City has been a long-term tenant in good standing with the Port through reoccurring annual short-term license agreements to operate a dog park adjacent to the Port office; and

**WHEREAS**, Columbia City and Port staff have successfully negotiated a Dog Park Lease on terms agreeable to both parties; and

**WHEREAS**, Port staff recommends the adoption of the Dog Park Lease, which is attached; Now, therefore

**BE IT RESOLVED** by the Board of Commissioners of the Port of Columbia County as follows:

The Board authorizes the Executive Director to execute a Dog Park Lease with the City of Columbia City.

**PASSED AND ADOPTED** this 11<sup>th</sup> day of September 2024, by the following vote:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**Port of Columbia County**

**ABSTAIN:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**President**

**Attested By:**

\_\_\_\_\_  
**Secretary**



***LEASE***

*BETWEEN THE*

**PORT OF COLUMBIA COUNTY**

*AND*

**THE CITY OF COLUMBIA CITY**

***LEASE***

This LEASE (the "**Lease**"), effective the \_\_\_\_ day of \_\_\_\_\_, 2023 (the "**Effective Date**") by and between THE PORT OF COLUMBIA COUNTY, a municipal corporation of the State of Oregon (the "**Port**"), and THE CITY OF COLUMBIA CITY, a municipal corporation of the State of Oregon ("**Lessee**").

## **1. AGREEMENT TO LEASE; DESCRIPTION OF PREMISES**

Subject to the terms and conditions herein, the Port hereby leases to Lessee, and Lessee leases from the Port, an approximate 1 acre of real property thereunder and further depicted, all as proposed in **Exhibit A** (the "**Premises**"), attached hereto and incorporated herein. The Premises are located within the Port's property known as the Columbia City Industrial Park, with a street address of 2305 2nd St, Columbia City, OR 97018.

### **1.1 Use of the Premises**

Lessee's use of the Premises shall be to operate a city park, primarily for fenced off-leash dog exercise and parking vehicles with limited hours of operation between dawn and dusk ("**Allowed Use**"). No use other than the Allowed Use may be made of the Premises without the prior written approval of the Port, which approval shall be given or denied in the sole discretion of the Port. No Hazardous Substances (as that term is defined in Section 6) may be used, stored, or otherwise handled on or near the Premises. Lessee will comply strictly with all present and future rules and regulations of all federal, state, and local governmental bodies having jurisdiction over Lessee's activities occurring within the Premises.

### **1.2 Compliance with the Law**

Lessee's use of the Premises must comply with all applicable laws, ordinances (specifically Ordinance No. 13-677-O included as **Exhibit B**), rules and regulations of the State of Oregon and the United States, and all city, county or other public government authorities or agencies, including, but not limited to, building permit requirements, local fire code, zoning, and occupancy codes. Lessee shall also comply with all Port Rules, as amended, and updated from time to time, a copy of which the Port has provided Lessee. Lessee shall promptly provide to the Port copies of all written communications (including electronic communications) from any such government entities which relate to Lessee's noncompliance or alleged noncompliance with any law or other government requirements. In no event shall Lessee be permitted to seek or obtain approval to rezone, change the use of, or obtain other land use or land division approvals for, the Premises without the Port's prior written approval, which may be granted, conditioned, or denied in the Port's sole discretion.

## **2. TERM**

### **2.1 Initial Lease Term**

The term of this Lease ("**Term**" or "**Lease Term**") shall commence on the Effective Date (the "**Lease Commencement Date**") and shall continue for five years from the Effective Date ("**Expiration Date**") unless sooner terminated or extended pursuant to the terms of this Lease.

## 2.2 Option to Renew

So long as Lessee is not in default in Lessee's performance of the Lease and subject to approval in Port's sole discretion, Lessee shall have the right and option to renew the Lease for two additional five (5) year terms upon the same terms and conditions set forth in this Lease. Lessee must notify the Port in writing of Lessee's intent to exercise any "**Option to Renew**". Such notice by Lessee must be given not more than three hundred sixty (360) days and not less than one hundred eighty (180) days prior to expiration of the then-current Lease Term or Extension Term, as applicable (the "Extension Notice"). This option to renew shall be subject to and conditioned upon Port's determination, and to Port's sole satisfaction, that Lessee has complied with all of the terms and provisions of this Lease.

### 2.2.1 Conditions of Extension

The terms and conditions of the Lease for each Extension Term shall be the same as those for the initial Lease Term except that: (a) insurance provisions will be updated, subject to the provisions of Section 6.2; (b) environmental provisions will be updated, as necessary, to comply with then current Environmental Laws, Environmental Audit requirements and Best Management Practices as those terms are defined in Section 5; (c) the Port will require any modifications or changes legally required to bring the Lease into compliance with then current law, government regulations or government mandates (except that any improvements the use or design of which are grandfathered or otherwise permitted under then-existing law or regulations need not be modified or upgraded); and (d) Lessee's Other Obligations may be updated, subject to the provisions of Section 3 (collectively, items (a) through (d) in this Section 2.2.1 are the "**Extension Amendments**"). Upon receipt of Lessee's notice of intent to extend pursuant to Section 2.2, the Port shall have sixty (60) days thereafter to notify Lessee, in writing, of any Extension Amendments required by the Port as a condition of granting the then applicable Extension Option, together with a proposed Amendment to the Lease ("**Amendment Form**") (collectively, "**Notice of Amendments**"). Lessee shall have sixty (60) days from receipt of the Notice of Amendments to notify the Port in writing of Lessee's disapproval of any term thereof. Thereafter, Lessee and Port shall find a mutually agreeable compromise to the disputed terms thereof. If Lessee fails to deliver written notice of Lessee's disapproval of any term in the Notice of Amendments, then Lessee shall be deemed to have approved the Extension Amendments and shall be obligated for the Extension Term. Lessee shall be responsible for completing all general maintenance, repair and clean-up requirements set forth in Section 3.9, on or before the first day of any Extension Term.

### 2.2.2 Basic Rent and Additional Rent

Subject to the agreed upon Maintenance Responsibilities of the Lessee described in Section 3.9, the parties agree that no rent will be paid for this Lease. Lessee bears the full cost to perform the Maintenance Responsibilities of the Lessee subject to the provisions of Section 3.9. All other sums which become payable by Lessee under this Lease shall be considered "**Additional Rent**".

### 2.2.3 Additional Rent: Attorney Fees and Staff Costs to Be Paid by Lessee During Term of Lease

Lessee hereby acknowledges and agrees that, in the event Lessee requests that the Port incur attorney fees and staff costs for any work which is solely the result of Lessee requesting that such work be completed, then Lessee shall bear the responsibility to pay for any and all Port costs associated with such a request made by Lessee. Prior to the

commencement of any work, Lessee agrees to sign an Agreement to Pay Costs (see attached example as Exhibit C, incorporated by reference). If the deposited funds are exhausted Port Attorney and Port Staff may cease work until such time as the parties agree on an additional amount and Lessee makes such additional nonrefundable, fixed fee deposit for costs. Any such additional deposit(s) shall be paid immediately by Lessee in order for any work to continue.

### **2.3 Non-Remonstrance**

Lessee waives any right to remonstrate against and shall support local improvement districts or similar shared funding mechanisms to fund future utility and roadway improvements pertaining to the Premises, should such mechanisms be used. Lessee and the Port shall cooperate in working with the county and/or state on the allocation of costs among the benefited properties and Lessee shall promptly sign the necessary waiver forms requested by the city, county and/or state.

## **3. LESSEE'S OTHER OBLIGATIONS**

### **3.1 Construction of Improvements**

#### **3.1.1 Port Approval and Ownership**

Lessee shall undertake no construction, alteration, or changes on or to the Premises, including the improvements, without the prior written approval of the Port which shall not be reasonably withheld at the Port's sole discretion. Any construction work must comply with the local permit requirements and completed by a licensed contractor. All such renovation work shall be deemed part of the improvements, and Lessee shall have no right, title, or interest in the improvements except for the leasehold provided in this Lease. Upon termination of this Lease, all improvements located on the Premises shall remain property of the Port, unless otherwise previously authorized by the Port.

### **3.2 Ownership of Improvements**

The Port shall be the sole owner of improvements made or paid for by the Port. In the event that (a) Lessee requests and the Port agrees to construct a specific improvement on the Premises for Lessee's use; (b) Lessee reimburses the Port in full for such improvement; and (c) the parties agree in writing prior to such construction that Lessee shall become the owner of the improvement upon the Port's completion and Lessee's reimbursement to the Port for such improvement, then upon completion such improvement shall be considered "**Lessee Improvements**" owned by Lessee, subject to the Port's reversionary rights.

### **3.3 Signs**

Lessee shall contact the Port in order to coordinate the placement of any signage on the leasehold. Lessee shall not erect, install, nor permit upon the Premises any sign or other advertising device without first obtaining the Port's written consent, which the Port may withhold or condition in its sole discretion. Lessee shall remove all signs and sign hardware upon termination or expiration of this Lease and restore the sign location to its former state unless the Port elects to retain all or any portion of the signage.

### **3.4 No Liens**

Lessee shall not suffer or permit any liens to attach to the interest of Lessee in all or any part the Premises by reason of any work, labor, services, or materials done for, or supplied to, or

claimed to have been done for or supplied to, Lessee or anyone occupying or holding an interest in all or any part of the Premises through or under Lessee. If any such lien shall at any time be filed against the Premises, Lessee shall cause the same to be discharged of record within thirty (30) days after the date of filing the same, by either payment, deposit, or bond. Nothing in this Lease shall be deemed to be, or be construed in any way as constituting, the consent or request of Port, express or implied, by inference or otherwise, to any person, firm, or corporation for the performance of any labor or the furnishing of any materials for any construction, rebuilding, alteration, or repair of or to the Premises, or as giving Lessee any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that might in any way give rise to the right to file any lien against Port's interest in the Premises or against Port's interest, if any. Lessee is not intended to be an agent of Port for the construction of Improvements on the Premises. The Port shall have the right to post and keep posted at all reasonable times on the Premises any notices that the Port shall be required to post for the protection of the Port and of the Premises from any such lien.

### **3.5 Utilities and Services**

The Port makes no representations or warranties regarding the availability and/or quality of utilities and other services available to the Property. Lessee is responsible for verifying, obtaining, and paying for all utility installations and connections and all utility services necessary for Lessee's operation. Lessee shall be responsible for paying all fees and charges imposed by the various utilities furnishing those services, including those paid for and apportioned by the Port (if any). Fees shall include, but are not limited to, all installation and connection fees and charges and monthly or periodic fees and assessments charged by the utilities and by any governmental agencies having jurisdiction over the Premises. Before Lessee installs any other utility lines on, under, or above the Premises, Lessee must first obtain the Port's written approval to do so. Before approval is granted Lessee must provide the Port with a detailed survey, with depiction, showing the exact location of such lines. In no event shall the Port be obligated to use any of its powers to acquire easement or utility access for Lessee.

### **3.6 Safety Requirements**

Lessee shall conduct its operations, activities, and duties under this Lease in a safe manner and shall comply with all safety standards imposed by applicable Laws. Lessee shall ensure compliance with the same by all subcontractors and all other persons transacting business with or for Lessee in any way connected with the conduct of Lessee pursuant to this Lease. Lessee shall comply with any safety rules adopted by the Port after thirty (30) days' notice of such adopted rules to Lessee unless exigent circumstances require immediate compliance therewith.

### **3.7 Security**

Lessee shall be fully responsible for the security of the Premises and the Port shall have no responsibility or liability under this Lease for the security of the Premises. Lessee may, at its sole expense, install and maintain a security system on the Premises (or enhance an existing system on the Premises) with prior written approval of the Port. Upon expiration or termination of this Lease, such security system shall only be removed in accordance with Section 7.1.

### **3.8 Waste, Removal and Demolition**

Lessee shall not cause or permit any waste or damage, disfigurement or injury to the Premises or the improvements. Subject to Section **Error! Reference source not found.**, Lessee shall not remove or demolish, in whole or in part, any improvements on the Premises without the

prior written approval of the Port, which the Port may condition upon the obligation of Lessee to replace the same by an equal or better Improvement or other Improvement specified in such approval.

### **3.9 Maintenance Responsibilities of the Lessee**

Lessee shall keep and maintain the Premises (including any structures, grounds, all improvements, Lessee Improvements, systems, utilities, and equipment) in good condition and shall carry out preventive maintenance, repairs, replacements, grounds maintenance, and cleaning necessary and appropriate to maintain such condition, including any repairs or alterations required under Lessee's obligation to comply with any laws or regulations.

## **4. PORT AUTHORITY AND OBLIGATIONS**

### **4.1 Quiet Enjoyment**

Subject to Lessee performing all of Lessee's obligations under this Lease and subject to the Port's rights under this Lease and its rights of condemnation under Oregon law, Lessee's possession and quiet enjoyment of the Premises will otherwise not be disturbed by the Port or its officers, commissioners, agents, employees, and contractors.

### **4.2 Port Construction and Repair Obligation on Premises**

The Port shall have no responsibility for the repair or maintenance of the Premises or for construction of any roadways, utilities, or any other improvements on or off of the Premises unless otherwise specifically provided in this Lease. Should the Port undertake any repair or maintenance work on the Premises, the Port shall have no liability for interference with Lessee's use of the Premises which might result from the Port's repair and maintenance efforts and no such efforts shall be construed as a constructive eviction or other eviction of Lessee. Notwithstanding the foregoing and to the extent allowed by law, the Port will be responsible to Lessee for any actual damages caused by the gross negligence or willful misconduct of the Port or any agent, employee or contractor of the Port who performs work which damages Lessee's Premises (but in no event for lost profits or consequential damages). Any repair of damage caused by negligence or breach of this Lease by Lessee, employees, agents, contractors, or invitees, shall be Lessee's responsibility and shall be made at Lessee's sole expense.

## **5. ENVIRONMENTAL MANAGEMENT AND COMPLIANCE**

Lessee shall manage and conduct all of its activities on or relating to the Premises: (a) in compliance with all applicable environmental laws and the environmental provisions of this Lease; (b) in reasonable cooperation with the Port (but at no significant additional cost to Lessee) in the Port's efforts to comply with applicable laws and regulations; and (c) in compliance with best management practices applicable to Lessee's use of the Premises. Lessee shall manage and, as appropriate, secure the Premises and Lessee's occupation or use of the Premises so as to prevent any violation of law and regulations by any party. Notwithstanding the foregoing, the Port acknowledges and agrees that Lessee shall not be liable for any environmental conditions on the Premises that violate environmental laws or cause the Port or Lessee to incur environmental costs which are related to the Premises and not created by Lessee and/or existed at, under, on or adjacent to the Premises prior to Lessee's possession or Lessee's receipt of the Premises by assignment or transfer, and the Port agrees that any such conditions shall be the Port's responsibility.

## **6. INDEMNITY, INSURANCE**

### **6.1 Port's Exculpation and Indemnity**

Port shall not in any event whatsoever be liable for any injury or damage to any property or to any person happening on, in, or about the Premises or any injury or damage to the Premises or to any property, whether belonging to Lessee or to any other person, caused by any fire, breakage, leakage, defect, or bad condition in any part or portion of the Premises, or from steam, gas, electricity, water, rain, or snow that may leak into, issue, or flow from any part of the Premises. To the fullest extent permitted by law, Lessee shall indemnify, defend, and hold Port, including Port's Commissioners, directors, volunteers, agents and employees, harmless against and from all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable attorney fees, that may be imposed on or incurred by or asserted against Port by reason of any of the following occurrences during the Term:

- Any work or thing done in, on, or about all or any part of the Premises by Lessee or any party other than Port;
- Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of all or any part of the Premises;
- Any negligence on the part of Lessee or any of its agents, contractors, servants, employees, sublessees, licensees, guests or invitees;
- Any accident, injury, or damage to any person, pet, or property occurring in, on, or about the Premises; or
- Any failure on the part of Lessee to perform or comply with any of the covenants, agreements, terms, provisions, conditions, or limitations contained in this Lease on its part to be performed or complied with.

The provisions of this Section shall survive the expiration or termination of this Lease or of Lessee's right of possession with respect to any claim, loss, damage, liability or cause of action accruing or occurring prior to such expiration termination and shall remain fully enforceable thereafter. For all purposes under this Lease any deliberate action on the part of Port taken in good faith in the exercise of such persons' assigned duties and responsibilities shall not constitute negligence or willful misconduct. This indemnity shall survive the expiration or earlier termination of the term of the Lease or the termination of Lessee's right of possession and shall remain fully enforceable thereafter.

In case any action or proceeding is brought against Port by reason of any such claim, Lessee upon written notice from Port shall, at Lessee's expense, resist or defend such action or proceeding by counsel approved by Port in writing. Port shall not make any claim against Lessee with respect to any of such risks as to which Lessee has furnished Port with insurance policies or certificates of insurance evidencing coverage of such risks unless and until the insurer fails or refuses to defend and/or pay all or any part of a third-party claim.

### **6.2 Insurance Requirements**

At all times during this Lease, Lessee shall provide and maintain the following types of coverage. The Port requires and shall be entitled to any broader coverage and/or higher policy limits maintained by the Lessee. Any and all available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be made available to the Port.

### **6.2.1 General Liability Insurance**

Lessee shall maintain an occurrence form commercial general liability policy or policies insuring against liability arising from premises operations, independent contractors, products completed operations, personal bodily injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the Premises or occasioned by reason of the operations of Lessee in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) or the Lessee's policy limits, whichever is greater, per occurrence.

### **6.2.2 Certificates; Notice of Cancellation**

On or before the Effective Date and thereafter during the Lease Term (and any extension thereof), Lessee shall provide the Port with current certificates of insurance, including a copy of the additional insured endorsement required in Section 6.2.3, executed by a duly authorized representative of each insurer, evidencing the existence of all insurance policies required under this Section. The Port shall receive at least thirty (30) days' written notice prior to cancellation, non-renewal, or material change in any policy required under this Section. Insurance must be maintained without any lapse in coverage during the Lease Term. The Port shall also be given copies of Lessee's policies of insurance, upon request. Failure of the Port to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Port to identify any deficiency or noncompliance with coverage requirements shall not be construed as a waiver of Lessee's obligation to maintain the insurance required by this Lease.

### **6.2.3 Additional Insured; Separation of Insureds**

The Port shall be named as an additional insured in each general liability policy, other than employer's liability. Such insurance shall provide cross liability coverage equivalent to the standard Separation of Insureds clause published by the Insurance Services Offices ("ISO") or a successor organization.

### **6.2.4 Lessee's Risks**

Lessee shall be responsible for obtaining any insurance it deems necessary to cover its own risks, including without limitation: (a) personal property, and/or (b) automobile physical damage and/or theft. In no event shall the Port be liable for any: (i) damage to, or loss of, personal property; or (ii) damage to, or loss of, an automobile, whether or not such loss is insured, even if such loss is caused by the negligence of the Port.

## **6.3 Waiver of Subrogation**

Lessee waives any right of action that it and/or its insurance carrier(s) might have against the Port (including the Port's commissioners, employees, and agents) for any loss, cost, damage, or expense (collectively "Loss") covered by any property insurance policy or policies maintained or required to be maintained pursuant to this Lease. Each party also waives any right of action it and/or its insurance carrier(s) might have against the other party (including its commissioners, employees, and agents) for any Loss to the extent such Loss is a property loss covered under any applicable automobile liability policy or policies required by this Lease. If any party's applicable insurance policies do not allow the insured to waive the insurer's rights of recovery prior to a Loss, such party shall cause such policies to be endorsed to allow the waivers of subrogation required by this Section 6.3.



## 6.4 Periodic Review

The Port shall have the right to periodically review, including at the beginning of each Extension Term, the types, minimum coverage, limits, and terms of insurance coverage for consistency with then current types, minimum coverage, limits, and terms of insurance coverage for similar operations. If the Port determines that certain types of insurance are not generally available in the marketplace at reasonable terms and pricing for similar operations, Lessee shall not be required to carry such insurance until such insurance becomes available for similar operations. In the event the Port reasonably determines that such types, minimum coverage, limits, and/or terms should be changed to be consistent with then current types, minimum coverage, limits, and terms of insurance coverage generally available in the marketplace at reasonable terms and pricing for similar operations, the Port will give Lessee a minimum of thirty (30) days' notice of such determination and Lessee shall modify its coverage to comply with the new insurance requirements of the Port. Lessee shall also provide the Port with proof of such compliance by giving the Port an updated certificate of insurance within fifteen (15) calendar days of Lessee's receipt of such updates. Lessee shall have the right to periodically request the Port to conduct a review of the then current types, minimum coverage, limits, and terms of insurance coverage generally available in the marketplace at reasonable terms and pricing for similar operations if Lessee believes the current types, minimum coverage, limits, and terms of insurance coverage generally available in the marketplace at reasonable terms and pricing for similar operations have changed. The Port shall reasonably consider such request to determine if Lessee's current coverage comports with what is generally available in the marketplace at reasonable terms and pricing for similar operations and make changes to the insurance requirements under this Lease accordingly.

## 7. TERMINATION

### 7.1 Duties on Termination

Lessee or the Port may terminate this Lease with 90 days written notice for any reason. Upon the Expiration Date or earlier termination of this Lease for any reason, Lessee shall complete all of Lessee's obligations under this Lease, including, but not limited to, meeting all of Lessee's environmental requirements, delivering to the Port all keys and all manuals, warranties and other information in Lessee's possession relating to any of the improvements and surrendering the Premises and all improvements in good clean condition, reasonable wear and tear excepted (subject to the requirement to remove the improvements as set forth in this Lease). All Lessee Improvements shall, at the Port's sole option, be deemed Port Premises (including any buildings constructed on the Premises) and shall not be removed unless the Port directs Lessee to remove such Lessee Improvements, in which case Lessee shall remove the Lessee Improvements and then restore the Premises. All repairs or removals for which Lessee is responsible shall be completed at Lessee's cost prior to termination of this Lease and surrender of the Premises. Except in the event of early termination pursuant to the terms of this Lease, the Port shall give Lessee written notice not later than sixty (60) days prior to the end of the initial Lease Term or the then current Extension Term ("**Removal Notice**") of the Port's election to have Lessee remove the Lessee Improvements. If the Port fails to timely provide such Removal Notice, such failure shall not be deemed a Default under this Lease and Lessee's obligation to remove the Lessee Improvements, if desired by the Port, shall not be extinguished; however, the date upon which the Lessee Improvements must be removed and any damage to the Premises repaired by Lessee shall be extended by the number of days the Removal Notice was late. If the Lessee Improvements are damaged after the Port has

indicated in its Removal Notice that the improvements could remain, the Port may elect, in its sole discretion, to require Lessee to remove the Lessee Improvements and restore the Premises.

## **8. TRANSFER OF INTEREST BY THE PORT**

At any time after the Effective Date of this Lease, the Port shall have the right to transfer its interest in the Premises or in this Lease. In the event of such a transfer, Lessee shall attorn to said transferee and recognize transferee as the new lessor under the Lease. Thereafter, the Port shall be relieved, upon notification to Lessee of the name and address of the Port's successor, of any obligations accruing from and after the date of the transfer so long as the transferee agrees to assume all obligations of the Port under this Lease.

## **9. ASSIGNMENT OF INTEREST OF RIGHTS AND SUBLETTING**

Lessee shall not sell, assign, sublease, mortgage or otherwise transfer its interest in this Lease, the improvements, the Lessee Improvements, and or/the Premises, either voluntarily or by operation of law, without the prior written consent of the Port, consent may be reasonably conditioned to the extent necessary or appropriate to protect Port's interest. Any such transfer or assignment, or attempted assignment, subletting or attempted subletting, without such consent, shall be absolutely null and void and shall, at the option of the Port, terminate all rights of the Lessee under or by virtue of this Lease. Lessee's interests, in whole or in part, cannot be taken by operation of law, nor under or by virtue of any execution or legal process, attachment, or proceeding instituted against the Lessee, or under or by virtue of any bankruptcy or insolvency proceedings had in regard to the Lessee, or in any other manner except as above mentioned. The Port may, in its sole discretion, consent to an assignment or sublease provided the following conditions are satisfied: a) A fee of paid to cover administrative costs; b) Lessee has satisfied all conditions of the Lease precedent to assignment or sublease; c) Lessee and its assignee have completed a standard assignment form provided by the Port and assured the Port that the assignee has the capacity to perform on the Lease; and d) The Port has determined that such assignment or sublease is in the best interest of the Port. Notwithstanding the foregoing, the preceding restrictions on assignments and transfers shall not apply to: (i) the offering, sale or transfer of any of Lessee's shares through or on any public securities market or exchange; (ii) an assignment of this Lease to any entity which is a successor to Lessee either by merger or other consolidation of Lessee; (iii) a pledge by any direct or indirect parent of Lessee of its interests in the Lessee; and (iv) a sale of all or substantially all the assets or shares of Lessee or its direct or indirect parent or affiliate.

## **10. PORT CONTROL AND SERVICES**

It is understood that the Port, as a municipal corporation created as a Port District under the laws of the State of Oregon, has certain legislative control and authority over all of its properties and within its geographical boundaries. None of such legislative authority is hereby ceded, delegated, or diminished. It is expressly recognized by the parties that the Port shall have authority to determine rules regulating the use and conduct upon such Premises, penalties therefore and other matters not involving the direct management and operation of the facility. Nothing herein contained shall be deemed to constitute the Lessee an agent, employee, or other representative of the Port; the status of Lessee with respect to the Port is strictly that of independent contractor and the Port reserves no power to control or direct Lessee in the manner of performance of its duties

and obligation, other than through its legislative authority and its right to enforce the provisions of this Lease.

## **11. PORT CONDEMNATION RIGHTS**

Nothing in this Lease shall in any way limit the powers and rights of the Port to exercise its governmental rights and powers, including its powers of condemnation and eminent domain. Lessee hereby agrees to waive any right it may have to contest the Port's right or authority to condemn, or its rights of condemnation based on a qualifying public purpose. Lessee agrees that it shall limit any contest with the Port relating to the Port's condemnation/eminent domain rights or authority only to the issue of Lessee's interest in the value of the Premises being condemned. Lessee hereby agrees that the Port will have the full right and authority to condemn this Leasehold interest as long as Lessee is paid for its value.

## **12. GENERAL PROVISIONS**

### **12.1 Covenants, Conditions, and Restrictions**

This Lease is subject and subordinate to the effect of any covenants, conditions, restrictions, easements, mortgages, deeds of trust, rights of way, and any other matters of record imposed upon the Premises and to any applicable land use or zoning laws or regulations. This Lease is also subject to the Port's right to grant, in the future, underground utility easements through the portions of the Premises not covered by buildings or other structures. Lessee shall, upon request of the Port, execute and deliver agreements of subordination in the form requested by the Port respecting matters covered by this Section 12.1. The Port agrees to make reasonable attempts to minimize any disturbance to Lessee that may result from installation of any underground utility lines and will be responsible for prompt restoration of the Premises.

### **12.2 Governing Law**

This Lease shall be governed and construed according to the laws of the State of Oregon, without regard to its choice of law provisions. Venue shall be in Columbia County.

### **12.3 Notices**

All notices required or desired to be given under this Lease shall be in writing and may be delivered by email, hand delivery, by facsimile but only in those instances specifically called out in this Lease where notice by facsimile is allowed, or by placement in the U.S. mail, postage prepaid, as certified mail, return receipt requested, addressed to the Port at:

The Port of Columbia County  
if by hand delivery: 100 E Street, Columbia City, OR 97018  
if by US (United States) mail: P.O. Box 190, Columbia City, OR 97018  
Email: bynum@portofcolumbiacounty.org

and to Lessee at:

City of Columbia City  
1840 2<sup>nd</sup> Street  
PO Box 189  
Columbia City, OR 97018  
Email: kkarber@columbia-city.org

Any notice delivered by hand delivery shall be conclusively deemed received by the addressee upon actual delivery; any notice delivered by facsimile shall be conclusively deemed received by the addressee upon receipt of a confirmation of facsimile by the party sending the notice; any notice delivered by certified mail as set forth herein shall be conclusively deemed received by the addressee on the third Business Day after deposit in the United States mail; any notice delivered by email shall be conclusively deemed received by the addressee upon receipt of a confirmation email by the party sending the notice. The addresses and facsimile numbers to which notices are to be delivered may be changed by giving notice of such change in accordance with this notice provision.

#### **12.4 Survival**

Any covenant or condition (including, but not limited to, indemnification agreements), set forth in this Lease, the full performance of which is not specifically required prior to the expiration or earlier termination of this Lease, and any covenant or condition which by its terms is to survive, shall survive the expiration or earlier termination of this Lease and shall remain fully enforceable thereafter. Partial Invalidity

If any provision of this Lease is held to be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

#### **12.5 Limitation on Liability**

Notwithstanding anything to the contrary contained herein, the parties acknowledge that it is in their mutual interests to limit their liability to each other, and expressly bargain for and agree to the following:

(a) The Port shall have no liability to Lessee for loss, damage or injury suffered by Lessee on account of theft or any act or omission of any third party (other than Port commissioners, employees, agents, and contractors), including other lessees. References in this Section 12.5 (b) to the Port's agents shall be limited solely to those agents acting within the authority of their agency relationship with the Port, and references in this Section 12.5 (c) to Port contractors shall be limited solely to those contractors acting on the Premises and within the express scope of their contract with the Port.

(b) Although this Lease gives the Port certain rights of inspection, such rights shall impose no obligation on the Port to make any inspections, nor impose liability on the Port if the Port fails to make such inspections, or makes inspection, but fails to disclose or require correction of any defect.

(c) With respect to any liability of the Port under this Lease, the Port shall only be liable for any injury or damage to Lessee to the extent of actual damages and only to the extent allowed by law and shall not be liable for consequential damages (including without limitation lost profits).

(d) With respect to any liability of Lessee under this Lease, Lessee shall only be liable for any injury or damage to the Port to the extent of actual damages and only to the extent allowed by law and shall not be liable for consequential damages (including without limitation lost profits).

(e) With respect to claims made by entities or persons who are not parties to this Lease, the Port and Lessee, as between them, shall retain all rights to common law indemnity and statutory contribution available under applicable Oregon law. This Section 12.5 is not intended to confer any benefit or right to any entity or person who is not a party to this Lease.

## **12.6 Headings and Definitions**

The article and section headings, table of contents and table of definitions contained in this Lease are for convenience in reference and are not intended to define or limit the scope of any provision of this Lease.

## **12.7 Exhibits Incorporated by Reference**

All Exhibits attached to this Lease are incorporated by reference in this Lease for all purposes.

## **12.8 Modification**

This Lease may not be modified except by a writing signed by the Port and Lessee.

## **12.9 Provisions Applicable to Others**

All provisions of this Lease governing Lessee's use of the Premises and Lessee's activities and conduct on, about or from the Premises shall apply to Lessee's officers, agents, volunteers, employees, invitees, contractors, and assignees.

## **12.10 Attorney Fees**

If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code), is instituted in connection with any controversy arising out of this Lease or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review. Whenever this Lease requires Lessee to defend the Port, it is agreed that such defense shall be by legal counsel acceptable to the Port.

## **12.11 Defined Terms**

Capitalized terms shall have the meanings given them in the text of this Lease.

IN WITNESS HEREOF, the parties have subscribed their names hereto effective as of the year and date first written above.

**CITY OF COLUMBIA CITY**

**THE PORT OF COLUMBIA COUNTY**

By: Kim Karber  
Print Name: Kim Karber  
Title: City Administrator

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
(Premises Depiction)



**EXHIBIT B**  
(Ordinance 13-677-O)

Council Bill No. 13-681

ORDINANCE NO. 13-677-O

AN ORDINANCE AMENDING ORDINANCE NO. 345, ESTABLISHING RULES AND REGULATIONS TO BE OBSERVED AND ENFORCED WITHIN THE PUBLIC PARKS OF THE CITY OF COLUMBIA CITY, OREGON, AND PROVIDING FOR PUNISHMENT FOR VIOLATION THEREOF.

THE CITY OF COLUMBIA CITY ORDAINS AS FOLLOWS:

SECTION 1. Section 2, Subsection C of Ordinance No. 345 shall be amended to read as follows:

C. Dogs. No person shall permit any dog to run at large within any public park, and all dogs shall be kept in control on a leash at all times, except within an established off-leash dog park area subject to the additional rules and regulations outlined in Subsection P of this section. Owners of dogs or other animals damaging or destroying park property shall be liable for the full value of the property damaged or destroyed, in addition to impounding fees and the penalty imposed for violation of this ordinance.

SECTION 2. Section 2 of Ordinance No. 345 shall be amended to include:

P. Off-Leash Dog Park. In addition to the rules and regulations outlined in Subsections A through O of this section, off-leash dog park areas established by the City shall be subject to the following:

- 1) The following dogs are prohibited from the off-leash area:
  - a). Aggressive dogs.
  - b) Dogs that have been previously adjudicated to be dangerous.
  - c) Dogs that have bitten or injured a person or other animal.
- 2) Owners or handlers shall:
  - a) Bear the legal responsibility for any injury or damages caused by their dog.
  - b) Have their photo identification in their possession.
  - c) Pick up and dispose of their dog's waste.
  - d) Be in the off-leash area and within view of their dog at all times.
  - e) Have their dog's current license information displayed and showing proof of current vaccinations.
  - f) Have a collar on their dog and a leash for their dog in their possession.





- g) Remove their dogs from the park at the first sign of aggression.
- 3) No child under the age of 12 is allowed in the off-leash area unless accompanied by an adult.
- 4) Spiked collars and glass containers are prohibited within the off-leash area.
- 5) Smoking is prohibited within the off-leash area.

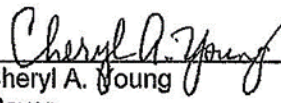
First reading: June 20, 2013

Second reading: July 18, 2013

Adopted by the City Council this 18th day of July, 2013, by the following vote:

AYES: 5    NAYS: 0    ABSENT: 0    ABSTAIN: 0

Approved by the Mayor the 19th day of July, 2013.

  
Cheryl A. Young  
Mayor

ATTEST:

  
Leahnette Rivers  
City Administrator/Recorder

Effective date: August 18, 2013

2 - Ordinance No. 13-677-O

## EXHIBIT C

### AGREEMENT TO PAY COSTS

This **Agreement to Pay Costs** ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Port of Columbia County, a municipal corporation of the State of Oregon ("the Port"), and City of Columbia City (the "Lessee") (collectively, "the Parties").

#### RECITALS

**WHEREAS**, Lessee approached the Port and requested that the Port incur costs, including staff and attorney time, for the Parties to engage in discussions and negotiations with staff of the Port and have Port General Counsel draft

\_\_\_\_\_ (work specifically requested by Lessee), and

**WHEREAS** Lessee's request for Port staff and Port General Counsel to do work on Lessee's behalf has resulted in additional time and costs for which it is appropriate that Lessee compensate the Port ("Port Work"), and

**WHEREAS** the Parties intend to carry out their rights, duties, and obligations in such a manner so as to avoid action that would increase, directly or indirectly, the Parties exposure to liability,

NOW, THEREFORE, for good, fair, and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree as follows:

- 1. INCORPORATION OF RECITALS.** The above-stated Recitals are true and correct to the best of their knowledge and are incorporated into this Agreement as though fully set forth herein.
- 2. NONREFUNDABLE PAYMENT.** Lessee agrees to pay a \$5,000 estimated nonrefundable, fixed fee payment ("the Nonrefundable Payment") for Port Work. The Nonrefundable Payment is due in full immediately and must be received by the Port prior to the start of any Port Work.
- 3. INDEMNIFICATION.** Lessee agrees to defend (using legal counsel acceptable to the Port), indemnify and hold harmless the Port, including the Port's Commissioners, officers and employees, from and against any and all actual or alleged claims, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, and/or penalties (collectively "Costs") which may be imposed upon or claimed against or incurred by the Port and which arise from or are in any way connected with the Activities or this Agreement.
- 4. LIMITATION OF LIABILITY.** The Port makes no representation or warranty, express or implied, as to the nature, quantity, or quality of any Port Work. In no event shall the Port be liable to Lessee for any special, indirect, incidental, and consequential or punitive damages (including any claim for lost profits or revenues).
- 5. COUNTERPARTS.** This Agreement may be executed in identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains an electronic file of an executed signature page, such signature page shall be deemed to constitute an original

instrument, with the same force and effect as execution and delivery of an original and shall create a valid and binding obligation of the party executing the Agreement.

**IT IS SO AGREED** by the Parties as of the date set forth above.

**LESSEE**

**PORT OF COLUMBIA COUNTY**

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

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

*Sean P. Clark*

Executive Director

**Oregon Delegation Letter to FEMA  
August 2024**

**Congress of the United States  
Washington, DC 20515**

August 22, 2024

The Honorable Deanne Criswell  
Administrator  
Federal Emergency Management Agency  
500 C St. SW  
Washington, D.C. 20024

Dear Administrator Criswell,

We are writing to reiterate concerns about the Federal Emergency Management Agency's (FEMA) proposed strategy to implement changes to the National Flood Insurance Program (NFIP) in Oregon, specifically regarding a new compliance requirement that communities need to select Pre-Implementation Compliance Measures (PICMs) well before FEMA makes final recommendations. NFIP is a life-saving federal program, and its administration and changes must be undertaken with the utmost care and evenhanded judgment.

All of our offices have heard serious concerns from small business leaders, local elected officials, affordable housing advocates, and economic development groups. We want to emphasize that the implementation of permitting programs is carried out primarily at the local level, and the leaders in the affected communities have valuable insights. FEMA must lead by listening to and working collaboratively with local and state officials to craft policies that can be implemented effectively and sustainably.

Our offices have heard significant concerns from these communities about the decision to abruptly cease processing Letters of Map Revision – Based on Fill (LOMR-F) and Conditional Letters of Map Revision – Based on Fill (CLOMR-F) on August 1<sup>st</sup>, 2024, with little to no notice. The timing of this action leaves communities scrambling to comply with FEMA's plan to reach compliance with the National Marine Fisheries Service's (NMFS) 2016 Biological Opinion ("BiOp") and its Reasonable and Prudent Alternatives (RPAs).

We do not doubt the necessity of enhanced conservation efforts, including protection of Oregon's declining salmon population. The worsening wildfire intensity and smoke pollution is also an urgent reminder of the scale of the climate crisis. Communities across the state share these concerns and the fundamental drive to protect the unique environment in which we live.

We respectfully request that you make several key changes to FEMA's revised timeline. We ask that FEMA provide an additional 90 days for Oregon jurisdictions to consider the three proposed "Pre-Implementation Compliance Measures," changing the December 1<sup>st</sup>, 2024 selection date to

March 1<sup>st</sup>, 2025. Accordingly, the automatic adoption of the permit-by-permit PICM should also be delayed until at least March 1<sup>st</sup>, 2025 and accompanied by collaborative action with the state to demonstrate compatibility with state land use law.

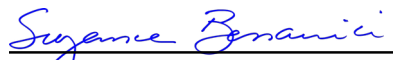
Additionally, FEMA should develop a pathway for continued review of LOMR and CLOMR cases during this period as it finalizes its Environmental Impact Statement. The pause to these processes initiated on August 1<sup>st</sup> was not sufficiently noticed to communities and future timeline changes should be announced with significantly greater notice. If applicants need additional consultation and technical assistance, FEMA should make staff available to assist.

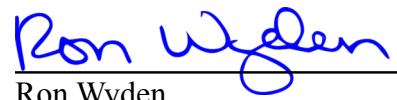
We also request that you fully consider the State of Oregon's request that FEMA add a pathway for the state to develop and adopt a statewide regulatory package that achieves compliance with the "no net loss" standard. Allowing state agencies with the staff and expertise to develop a policy that is consistent statewide would reduce capacity and cost burdens for local governments and simplify integration of any new requirements with existing state land use law.

Finally, we request a written explanation of the decision-making process that led to the PICM taking effect well before the completion of the Environmental Impact Statement. Providing community members with a clear understanding of this process is key to maintaining transparency and demonstrating consistency with the NEPA process.

We remain committed to a collaborative path forward that responds to the dual imperatives of economic stability and environmental preservation. We appreciate FEMA's shared commitment to these goals and thank you for your full and fair consideration of our concerns. For any questions, please contact Espen Swanson in Congresswoman Bonamici's office at [Espen.Swanson@mail.house.gov](mailto:Espen.Swanson@mail.house.gov); Ree Armitage in Senator Ron Wyden's office at [Ree\\_Armitage@wyden.senate.gov](mailto:Ree_Armitage@wyden.senate.gov); Gustavo Guerrero in Senator Jeff Merkley's office at [Gustavo\\_Guerrero@merkley.senate.gov](mailto:Gustavo_Guerrero@merkley.senate.gov); Olivia Wilhite in Congresswoman Val Hoyle's office at [Olivia.Wilhite@mail.house.gov](mailto:Olivia.Wilhite@mail.house.gov) or Alexander O'Keefe in Congresswoman Andrea Salinas' office at [Alexander.OKeefe@mail.house.gov](mailto:Alexander.OKeefe@mail.house.gov).

Sincerely,

  
Suzanne Bonamici  
Member of Congress

  
Ron Wyden  
United States Senator



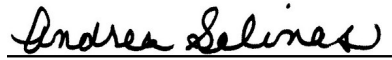
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Jeffrey A. Merkley  
United States Senator



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Val Hoyle  
Member of Congress



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Andrea Salinas  
Member of Congress



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Earl Blumenauer  
Member of Congress



July 30, 2024



# Oregonians for Floodplain Protection

Oregon NFIP Biological Opinion,  
FEMA's Pre-Implementation Plan, and  
Impacts to Communities and Property  
Owners







# Background on Oregon NFIP Biological Opinion

- In 2009, FEMA was sued by the Portland Audubon Society and several environmental groups in Oregon
- In 2010, FEMA settled; agreed to consult regarding the effects of the NFIP in Oregon on T&E species and designated critical habitat
- In April 2016, NMFS issued the Oregon NFIP Biological Opinion (BiOp)
- The BiOp concluded FEMA's implementation of the NFIP in Oregon jeopardizes the continued existence of T&E species and adversely modifies designated critical habitat





# Oregon NFIP BiOp (April 2016)

- BiOp includes a six element “Reasonable and Prudent Alternative” (RPA)
- RPA = NMFS’s roadmap to FEMA about how to change its implementation of the NFIP to avoid violating the ESA
- RPA is one option available to FEMA; FEMA may take an alternative course of action if it also avoids jeopardy and adverse modification
- Original deadline for action (not requiring regulatory change) in response to the BiOp was 2018
- Congress, through Representative DeFazio, extended implementation period three years

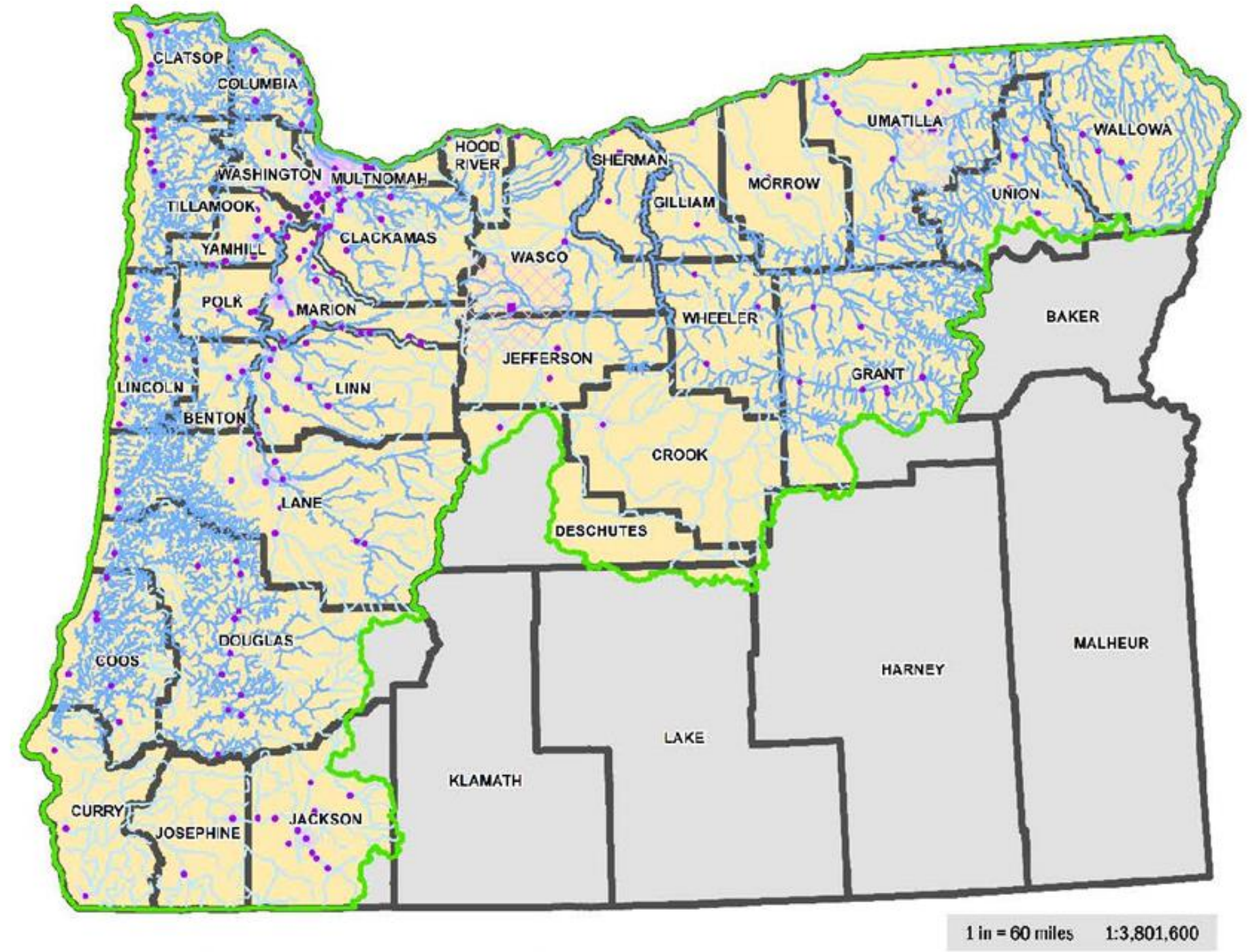






# Areas Subject to Oregon NFIP BiOp

- Applies within 30 of Oregon's 36 counties
- Applies to more than 230 NFIP-participating communities (counties, cities and towns)



## OREGON NFIP BIOP ACTION AREA

2021.09.28

### LEGEND

- OREGON NFIP ACTION AREA
- CRITICAL HABITATS (SALMON/STEELHEAD)\*
- MAJOR STREAMS
- COUNTIES
- NFIP PARTICIPATING TRIBES
- NFIP PARTICIPATING COMMUNITIES

### ABOUT

This map displays the Oregon NFIP BIOP Action Area where critical habitats for salmon and steelhead (and areas upstream of those habitats) are displayed in relation to NFIP participating tribes and jurisdictions. Most NFIP-participating communities within Oregon have all or a portion of land within the BiOp Action Area, with the exception of Baker, Harney, Klamath, Lake, and Malheur Counties.

\*Critical Habitats are via NOAA Fisheries: <https://www.fisheries.ncaa.gov/resource/map/critical-habitat-salmon-and-steelhead-all-west-coast>





# FEMA's Draft Implementation Plan

- In October 2021, FEMA issued its Draft Implementation Plan
- Draft Plan varies from RPA and focuses on preserving and restoring three main floodplain functions:
  - Flood storage => limit new fill or require compensatory flood storage to offset any new fill
  - Water Quality => limit new impervious surface and heightened stormwater requirements (LID and non-structural approaches)
  - Riparian Vegetation => restrict removal within 170-feet of a water feature
- Draft Plan includes direction to avoid new non-water dependent development in the floodplain
  - Restricts future land divisions in floodplain
  - Allowance for one unit per existing parcel to avoid takings claims provided preserve three floodplain functions



# FEMA's Draft Implementation Plan

- In March 2023, FEMA began the NEPA process to evaluate the impacts of its Draft Plan.
- FEMA elected to prepare an EIS recognizing that the impacts of its Plan are likely significant to NFIP-participating jurisdictions and floodplain property owners.
- FEMA's schedule for balance of EIS has slipped
  - Original plan:
    - Draft EIS – Summer 2024
    - Final EIS/ROD – Spring 2025
    - Community Implementation – beginning Fall 2025 with 18 month roll out
  - Revised plan:
    - Draft EIS – “early 2025”
    - Planning 75-day comment/public outreach period
    - No date stated for Final EIS/ROD
- Find FEMA's Quarterly updates at:
  - [www.fema.gov/about/organization/region-10/oregon/nfip-esa-integration](https://www.fema.gov/about/organization/region-10/oregon/nfip-esa-integration)





# Key Concerns with FEMA's Approach

- Consultation between FEMA and NMFS – but resulting requirements imposed on state and local governments
- No regulatory basis for the proposed requirements; FEMA has declined to go through rulemaking
- FEMA eager to shift the burden to local governments irrespective of whether the new standards work with existing Oregon policies and laws
- Unclear whether NMFS will accept FEMA's Implementation Plan
- Communities who decline to adopt the new standards will be removed from the NFIP. Result:
  - Property owners who rely on NFIP for flood insurance required by their mortgages will be in default
  - Community will not qualify for federal disaster assistance







# FEMA's New "Pre-Implementation" Measures

- In response to pressure from lawsuit filed by the Northwest Environmental Defense Center and the Center for Biological Diversity, **FEMA has abandoned its prior commitment to complete EIS before implementing any changes.**
- NFIP participating communities in Oregon must select a PICM option by Dec. 1, 2024. These options include:
  - Adopting a model ordinance that considers impacts to species and their habitat and requires mitigation to a no net loss standard,
  - Choosing to require a habitat assessment and mitigation plan for floodplain development on a permit-by-permit basis, or
  - Prohibiting floodplain development in the Special Flood Hazard Area.
- Communities must report to FEMA on their implementation of interim measures beginning on Jan. 31, 2025.







# FEMA's New "Pre-Implementation" Measures

- Additionally, beginning August 1, 2024, FEMA will stop processing applications for Letters of Map Revision based on Fill (LOMR-F) and Conditional Letters of Map Revision based on Fill (CLOMR-F)
  - This will impact owners who seek to have their properties removed from the SFHA after placing fill on a lot to raise the building pad above BFE







# FEMA's New "Pre-Implementation" Measures

## Key Components of the FEMA's Model Ordinance

- "No Net Loss" standard. Includes:
  - No Net New Fill in areas of the floodplain that could be fish habitat
  - No Net New Impervious Surface in the floodplain
    - If no net increase in impervious surface is "not feasible," impose restrictive stormwater management standards
  - No Net Loss of trees 6" dbh or larger in the floodplain
- Exceptions: Normal maintenance of roads, utilities, levees and other structures (e.g., re-roofing or replacing siding), routine agricultural and silviculture practices. Exception does not include expansion of paved areas.







# Major Concerns with FEMA's PICMs

- PICMs exceed FEMA's legal authority and address issues outside the scope of the NFIP
- By implementing the PICMs before completing environmental review under NEPA, FEMA is violating federal law and its commitment to Oregon's 230 NFIP communities
- FEMA is forcing implementation of the PICMs without first evaluating their environmental consequences or hearing from the public or NFIP-participating communities
- PICMs were announced with no warning and no involvement from State or local jurisdictions
- Any of the PICM options will be devastating to housing production, economic development, critical infrastructure and other community development in the floodplain.
- FEMA's model ordinance is untested and is not even publicly available at this point.
- Smaller communities with few resources will be forced in the near term to prohibit all new development in floodplains, compromising the vitality of those communities.







# Coalition

Dozens of public and private sector entities have formed the [Oregonians for Floodplain Protection](#) coalition to assist coalition partners in

- Engaging with federal and state elected leaders,
- Supporting NFIP participating jurisdictions in responding to FEMA,
- Increasing awareness among property owners and members of the public, and
- Evaluating options for challenging the NFIP BiOp and FEMA's implementation efforts

Learn more at [www.floodplainprotection.org](http://www.floodplainprotection.org)





# Have questions or want more information?

Molly Lawrence  
Van Fess Feldman



206-954-5011



[mol@vnf.com](mailto:mol@vnf.com)

Sarah Absher  
Tillamook County



503- 842-3408 x. 3412



[Sarah.Absher@tillamookcounty.gov](mailto:Sarah.Absher@tillamookcounty.gov)

# Port letter to FEMA May 2023



May 3, 2023

Ms. Science Kilner  
Regional Environmental Officer  
FEMA Region 10  
130 228<sup>th</sup> Street SW  
Bothell, WA 98021  
[FEMA-R10-ESAccomments@fema.dhs.gov](mailto:FEMA-R10-ESAccomments@fema.dhs.gov)

**RE: Scoping Comment regarding FEMA Docket 2023-0007  
FEMA's EIS regarding FEMA's Plan for NFIP-ESA Integration in Oregon**

Dear Ms. Kilner,

The Port of Columbia County promotes economic development opportunities and job growth in the region primarily through the development and leasing of industrial property. The Port of Columbia County owns 10 different property sites and 2,400 acres throughout the Port district, which extends 51 miles along the banks of the Columbia River, and includes the cities of Scappoose, St. Helens, Columbia City, Rainier, and Clatskanie. The Port also owns and manages recreational properties at Scappoose Bay Marine Park and Bayport RV Park & Campground.

Port property is home to 42 businesses that directly account for 476 jobs with over \$29 million in direct labor compensation in Columbia County. The Port also supports over 342 secondary jobs (full and part-time) and a secondary GDP of nearly \$22 million. These businesses represent a diverse mix, ranging from composite manufacturing, aviation, and power generation, to bottle recycling, kayaking, and construction. The Port has spent over \$40 million over the last ten fiscal years on capital improvements throughout the district, and millions more are budgeted over the next decade for necessary maintenance and the additional infrastructure required for continued economic growth.

The Port's Scappoose Airport is a public use facility located within the city limits and urban growth boundary of the City of Scappoose. The airport covers 196 acres, sits at an elevation of 58 feet above mean sea level, and has a single 15/33 asphalt runway that measures 5,100 feet by 100 feet. It is the second busiest non-towered general aviation airport in Oregon with 60,000 operations per year and provides "reliever" capabilities to Hillsboro and Portland International Airports.

Scappoose Airport is located adjacent to the Oregon Manufacturing Innovation Center (OMIC R&D) and Portland Community College's new OMIC Training Center, catalysts for manufacturing innovation and workforce training and development, both in the Portland metropolitan region and the state. There are a number of light industrial and commercial businesses located on and around the airport, and significant investment has been made both inside and outside the airport fence in anticipation and encouragement of additional development. The property to the east of Scappoose Airport is currently the only available industrial site in the City of Scappoose over 25 acres to accommodate larger industrial users, and one of only two development-ready industrial sites over 25 acres located within the entire county.

The Port's Scappoose Bay Marina has a public boat launch with access to the Columbia River and a separate dock for launching kayaks adjacent to miles of flatwater estuaries secluded from boat traffic.

Scappoose Bay Marina is one of the top tourist destinations in Columbia County, often seeing over 2,000 visitors on a summer weekend, and one of the few public access points to the river in the southern end of Columbia County. The marina must be dredged every 7-10 years to remove the constantly accumulating sediment and to maintain vessel access to the Columbia River. The Port is also planning a \$6.2 million marina renovation project that will increase access, ease congestion, and improve safety, along with making significant improvements to ADA access.

We are deeply concerned that the planned changes to the National Flood Insurance Program (NFIP) will impact the Port's ability to perform the maintenance, improvements, and development necessary to keep the Port operational and will have a catastrophic impact on the economy in Columbia County, forcing numerous businesses to close or be unable to expand, and costing hundreds of much-needed family-wage jobs. This will devastate a local economy that has already seen significant decline in the last decade due to the losses of the regional timber economy.

These concerns extend well beyond the Port of Columbia County and will affect all Oregon ports and businesses that rely on access to state waterways for both commercial and tourist related activities. The Port of Columbia County asks for a more in-depth examination of the long-term impacts the planned changes to the NFIP will have on all the waterfront communities of Oregon. As part of this examination, it is essential to charter a current Biological Opinion (Bi-Op), as there have been many changes since the 2009 Bi-Op that this NFIP is based on. We also recommend that a regional and statewide economic impact study be conducted to fully evaluate the debilitating unintended consequences the currently planned NFIP will have on all effected stakeholders.

Sincerely,



Sean P. Clark, Executive Director  
Port of Columbia County

Cc:

Senator Ron Wyden  
Senator Jeff Merkley  
Representative Bonamici  
Oregon State Senator Weber  
Oregon State Representative Stout  
Pacific Northwest Waterways Association  
Oregon Public Ports Association  
Business Oregon Ports Program Policy Coordinator  
Columbia Economic Team  
Columbia County Commission  
Scappoose City Council  
St. Helens City Council  
Rainier City Council  
Clatskanie City Council