

**PORT OF MORROW
REGULAR COMMISSION MEETING**

**Riverfront Center, #2 Marine Drive Boardman,
Oregon**



**February 11, 2026
1:30 p.m.**

AGENDA

Zoom meeting information is available on our website.



**Commission Workshop
February 11, 2026, 9am
2 Marine Dr., Boardman, OR 97818**

- I. CALL TO ORDER AND INTRODUCTIONS**
- II. COMMISSIONER APPOINTMENT – Review and Finalize Interview Questions**
- III. FOR THE GOOD OF THE ORDER**

**Special Commission Meeting
February 11, 2026, 10am
2 Marine Dr., Boardman, OR 97818**

- I. CALL TO ORDER AND INTRODUCTIONS**
- II. COMMISSIONER APPOINTMENT**
 - a. Interviews Candidates**
 - b. Discussion of Candidates**
 - c. Finalize Appointment – Motion to Appoint**
- III. FOR THE GOOD OF THE ORDER**

**Regular Commission Meeting
February 11, 2026, 1:30pm
2 Marine Dr., Boardman, OR 97818**

- I. CALL TO ORDER AND INTRODUCTIONS**
 - *CONFLICTS OF INTEREST DECLARATIONS***
- II. SWEARING IN OF NEWLY APPOINTED OFFICIAL**
- III. PUBLIC COMMENT PERIOD**
- IV. CONSENT AGENDA**
 - A. January 20, 2026 Regular Commission Meeting Minutes**
 - B. January 30, 2026 Special Commission Meeting Minutes**
- V. LEGISLATIVE UPDATES**
- VI. OLD BUSINESS**
 - A. CDA Update**
 - B. WIFIA Update**
 - C. CWSRF Update**

AGENDA

Zoom meeting information is available on our website.



- D. Morrow County Clean Water Consortium Update
- E. SIP IGA with County
- F. South Morrow County Water and Transportation Infrastructure Development Amendment Number 1 with Oregon Business Development Department
- G. Board Appointments
- H. Other

VII. NEW BUSINESS

- A. SDAO Annual Conference
- B. BPA Lease Purchase Program
- C. Appoint Budget Officer / Approve Budget Calendar
- D. Other

VIII. STAFF REPORTS

- A. Projects Update
- B. Maintenance Update
- C. Financial Update
- D. Usage Reports
- E. Other

IX. OTHER REPORTS

- A. Willow Creek Valley Economic Development Group
- B. BCDA
- C. ICABO
- D. Other

X. FOR THE GOOD OF THE ORDER

XI. UPCOMING EVENTS:

March 11 th	1:30pm	POM Regular Commission Meeting
March 15		SEI Filing Window Opens
April 15		SEI Filing Deadline
April 20-23		PNWA – Mission to Washington

XII. EXECUTIVE SESSION

The Port will hold an executive session meeting for the permissible reason(s) stated below under ORS 192.660(2). Representatives of the news media and designated staff and other persons shall be allowed to attend the executive session. The public virtual Zoom Meeting link will be paused during the executive session as permissible executive session meetings are not subject to HB2560. Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the session as previously announced. No decision will be made in this executive session. At the end of the

AGENDA

Zoom meeting information is available on our website.



executive session, we will return to the room, start the public virtual Zoom Meeting link again open the regular session meeting.

- A. For the Purpose of Consideration of Deliberations with the Port's Executive Director and Other Staff Members Who Have Been Designated by the Port to Negotiate Real Property Transactions – ORS 192.660 (2)(e)**
- B. For the Purpose of Consultation with Counsel Concerning the Legal Rights and Duties of a Public Body with Regard to Current Litigation or Litigation Likely to be Filed – ORS 192.660 (2)(h)**

Next Resolution 2026-02

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Brandy Warburton @ (541) 481-7678.

Port of Morrow provides the option for Zoom Translated Captions.

Instructions: <https://support.zoom.us/hc/en-us/articles/6643133682957-Enabling-and-configuring-translated-captions>



OATH OF OFFICE

STATE OF OREGON

COUNTY OF MORROW

I, _____, do solemnly swear:

That I am a resident and qualified voter of the State of Oregon and the Port of Morrow and;

That I will faithfully and truly perform and discharge the duties of Commissioner of said Port, to which I have been duly appointed, to the best of my ability and so long as I shall serve as Commissioner of said Port or until I am replaced or no longer eligible or capable of serving, and that I will support the Constitutions of the United States of America and the State of Oregon and the laws thereof.

Signature: _____

Date: _____

**Regular Commission Meeting Minutes
January 20, 2026 – 3:00 pm
2 Marine Drive, Boardman, Oregon 97818**

I. CALL TO ORDER AND INTRODUCTIONS

John Murray called the meeting to order at 3:00 p.m.

Commissioners Present: Rick Stokoe, John Murray, Kelly Doherty, Joel Peterson

Staff Present: Lisa Mittelsdorf, Eileen Hendricks, Mark Patton, Miff Devin, Jacob Cain, Tim Helbig, Brandy Warburton, and Erika Morton

Visitors Present: Mark VandeVoorde, Jonathan Tallman, Raymond Akers, Randy Baker

By Zoom Meeting: (Staff) Marcine Brangham
(Guests) Sam Tucker, John Doherty, Kyla Baumgartner, Griffin Beach, Ryann Gleason, Aaron Palmquist, iPhone4, Jordann Krouse, Karen Boardman, Steven Eliscu, City of Boardman, Patrick Collins, iPhone7, Isavel Gonzalez

Conflict of Interest Declarations - None declared

II. ELECTION OF PORT OF MORROW COMMISSION OFFICERS FOR 2026

John said he received comments from a couple of commissioners to wait until we have a full board compliment to elect officers and asked for input. They discussed the options.

Rick made a motion to keep the slate as presented (as currently in place). Joel seconded the motion. John listed the current officers – John Murray, president; Rick Stokoe, vice-president; Joel Peterson, secretary. There was no further discussion. The motion passed unanimously.

Joel Peterson – Yes

John Murray - Yes

Rick Stokoe - Yes

Kelly Doherty – Yes

III. PUBLIC COMMENT PERIOD – No one signed up for public comment, however, there were several in attendance who expressed a desire to speak. John noted that each person has a time-limit of three minutes to speak.

Raymond Akers spoke about a “project coming down the BPA line” and read a statement about the perception of “reliance” - noting that there is a conflict about what the trail is called and that plans are still “conceptual”.

Randy Baker stated his family has been in Boardman for 6 generations and there are many things he disagrees with. He read a statement for the record regarding the “heritage trail corridor” and concluded that any action taken by the Port today should be considered as “conceptual only”. There are many issues unresolved with landowners in that corridor.

Jonathan Tallman stated he is the owner of the 1 John property that is being referenced. He spoke about the same corridor that affects his property and wants the records to reflect the reliance and concerns that were raised before any port action or assumption of the corridor finality.

IV. CONSENT AGENDA

A. December 10, 2025, Regular Commission Meeting Minutes

Rick made the motion to approve the consent agenda items as presented. Kelly seconded the motion. No further discussion was had. The motion passed unanimously.

Joel Peterson – Yes

John Murray - Yes

Rick Stokoe - Yes

Kelly Doherty – Yes

V. LEGISLATIVE UPDATES

- A. State** – Ryann gave the Oregon legislative update and answered questions. Bills were filed on January 9 and should be available to review early next week. The short session is expected to be controversial, addressing the budget crisis, economic development – which includes potential changes to the enterprise zone, and federal immigration response. NOWA is working on legislation to improve how Columbia River water is tracked and managed once it enters the shared regional infrastructure. The transportation measure will be going to the ballot for voters. Finally, the Connect Oregon program is once again open. We hope to submit for that program if the Port has suitable projects.

VI. OLD BUSINESS

- A. CDA Update – Settlement Agreement** – Lisa said they do have an update “hot off the press” and will be a topic for discussion in executive session.

Joel said that two meetings have been cancelled. It has been discovered that the CDA does, in fact, have an EIN number. There is a meeting currently scheduled for Tuesday. He asked if the port would be willing to extend payroll for two weeks until the CDA board has an opportunity to vote. John expressed concern that the upcoming meeting could be cancelled. Rick expressed concern about being asked to extend our deadline indefinitely. Kelly said we have been asked to extend services five times. There was a discussion by all regarding payroll.

John made the motion to extend payroll through Friday, January 23, 2026. Rick seconded the motion. There was no further discussion. The motion passed three to one.

Joel Peterson – Yes
John Murray - Yes
Rick Stokoe - Yes
Kelly Doherty – No

There was a brief discussion regarding the road construction on CDA property.

There was discussion regarding the employment contract. Joel reported that there has been no communication to accept it.

Kelly commented regarding the CDA IGA. There was a discussion regarding correcting language regarding the fiscal agent and defining that role and responsibilities.

Lisa said she is hoping action can be taken after further discussion during the executive session.

- B. WIFIA Update** – There is no new update.
- C. CWSRF Update** – A clean water document is signed but the disclosure we need to make regarding federal lobbying is ready to be reviewed by Sam.
- D. Morrow County Clean Water Consortium Update** – Kelly said the next meeting is Friday at 4 PM. There are a couple of applications for the director position.
- E. SIP IGA with County** – John said we need to come to an agreement with the county, so we don't have competing programs and share a cohesive voice. He asked if this commission would be open to forming a work group with the county so we can come together and work an agreement out. Joel said he would be in favor. Kelly said she would like to see all commissioners come together as a work session. Lisa will reach out to the county about scheduling a meeting.
- F. Commissioner Appointment** – John said the deadline is January 30 and asked for input on how the process should go. Rick talked about the previous process and thought it worked well. Lisa said the next commission meeting is February 11. John asked the commissioners to submit their 5 questions to Lisa by February 6. It was decided to meet at 9 AM to select the questions and ask the applicants to come at 10 AM on February 11 for interviews.

G. Other

No other old business was discussed at the time.

VII. NEW BUSINESS

A. 2026 Membership Board Appointments – A list of current board appointments is in the packet. Rick suggested maintaining the current appointments until there is a full board. Everyone agreed to maintain the assignments until a new commissioner is selected.

B. Resolution 2026-01 – Trail Use Immunity Opt-In for Special Districts – Rick gave a background on this resolution and there was a discussion.

John made the motion to approve Resolution 2026-01, a resolution opting to limit liability for certain claims arising from the use of public trails or structures in public easements and unimproved rights-of-way pursuant to ORS 105.668. Kelly seconded the motion. The motion passed unanimously.

Joel Peterson – Yes

John Murray - Yes

Rick Stokoe - Yes

Kelly Doherty – Yes

C. Port/County IGA – CDA South Trail – Lisa referred to the IGA in the packet to preserve the South Trail portion of the CDA that would fall within port property. She doesn't see an issue with the port doing this. Joel asked if this was the trail referred to in the public comment and Lisa remarked no.

Rick made the motion to approve the port to engage in an IGA with the county for the CDA south trail and authorize staff to execute the IGA. Kelly seconded the motion. There was no further discussion. The motion passed unanimously.

Joel Peterson – Yes

John Murray - Yes

Rick Stokoe - Yes

Kelly Doherty – Yes

D. Property Lease, Fire Department – Lisa said we will be covering this topic in executive session.

E. Other - Jacob introduced Tim Helbig as the new senior engineer. John asked what his specialty is and Tim said he's done consulting work across the pacific northwest.

VIII. STAFF REPORTS – John said for the sake of expediency, we will pass the staff reports, which are included in the packet, but asked Eileen for a financial report, which she gave.

A. Project Updates

B. Maintenance Update

C. Financial Update

D. Usage Reports

E. Other

No other staff reports were discussed at the time.

IX. OTHER REPORTS – Reports were bypassed for the sake of time.

A. WCVEDG

B. BCDA

C. ICABO

D. Other

X. FOR THE GOOD OF THE ORDER

XI. UPCOMING EVENTS:

February 5-8		SDAO Annual Conference, Seaside
February 11	1:30 PM	POM Regular Commission Meeting
April 20-23		PNWA Mission to Washington

XII. EXECUTIVE SESSION

John recessed the open session and read the following executive session statement at 4:01 PM.

The Port will hold an executive session meeting for the permissible reason(s) stated below under ORS 192.660(2). Representatives of the news media and designated staff and other persons shall be allowed to attend the executive session. All other members of the audience will be asked to leave the room. The public virtual Zoom Meeting link will be closed during the executive session as permissible executive session meetings are not subject to HB2560. Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the session as previously announced. No decision will be made in this executive session. At the end of the executive session, we will return to open session and welcome the audience back into the room in-person and open the public virtual Zoom Meeting link again.

A. For the Purpose of Consideration of Deliberations with the Port's Executive Director and Other Staff Members Who Have Been Designated by the Port to Negotiate Real Property Transactions – ORS 192.660 (2)(e)

B. For the Purpose of Consultation with Counsel Concerning the Legal Rights and Duties of a Public Body with Regard to Current Litigation or Litigation Likely to be Filed – ORS 192.660 (2)(h)

John reopened the regular session. He commented on an earlier discussion regarding the CREZ II/III meeting next week. He asked if it could be verified that the meeting was still on the schedule.

John made the motion to approve a mutual release and settlement agreement and authorize Lisa to execute the agreement. Rick seconded the motion. There was no further discussion. The motion passed unanimously.

Joel Peterson – Yes

John Murray - Yes

Rick Stokoe - Yes

Kelly Doherty – Yes

John adjourned the meeting.

Submitted by:

John Murray, Commission President

Lisa Mittelsdorf, Executive Director

Special Commission Meeting Minutes
January 30, 2026 – 1:30 pm
2 Marine Drive, Boardman, Oregon 97818

I. CALL TO ORDER AND INTRODUCTIONS

John called the meeting to order at 1:30 p.m.

Commissioners Present: John Murray and Kelly Doherty – Rick Stokoe and Joel Peterson were present on Zoom

Staff Present: Lisa Mittelsdorf, Eileen Hendricks, Miff Devin

Visitors Present: Evan Purves, Kyla Baumgartner

By Zoom Meeting: (Staff) Anna Browne, Erika Morton, Mark Patton
(Guests) Sam Tucker, Aaron Palmquist, Emily Collins

II. PUBLIC COMMENT PERIOD – None given

III. NEW BUSINESS

A. CDA – Lisa said the purpose of the meeting today was to talk about payroll and extending the payroll on behalf of the CDA. There is a CDA meeting today at 2 PM to talk about what the interim roll might look like. Eileen summarized the payroll research that's been done. She provided a link to Emily yesterday to go online and file the employer's business identification number combined registration form, and they need to allow 30 days.

John said he hopes we can provide an opportunity for the CDA to get their ducks in a row. His opinion is that the Port can lend a helping hand in this situation.

Kelly remarked that she is still a no and said it's enabling disfunction. The last time we voted, we said it would be the last time. We keep extending the deadline time and time again.

Joel stated that there have been very large changes with the settlement agreement and Greg's resignation. He believes that what has been happening will not keep happening. His hope is that the CDA board can come together and find a path forward. He is in favor of continuing.

Rick said he would continue to support the CDA so that staff can be paid now that they are on a forward path.

Kelly asked about the road money. Are we going to be asked to fund that project in the

interim as well? And did we pay them \$54,000 when they already owe us? Eileen stated we are paying our share of the approved budget for the coming year and are not taking a credit. Lisa said yes to the road discussion; it will be a topic in the CDA meeting.

Sam asked if the decision would be approved with or without a timeline. John replied that his preference would be to include a timeline. A month or month and a half would be appropriate.

John made the motion to support the CDA through March 16 by providing payroll service should they decide to continue utilizing us. Rick seconded the motion. Kelly asked about the request from Eileen regarding payroll reimbursement from the CDA. John amended his motion to include billing the CDA payroll and payment be remitted immediately. Rick agreed to the amendment. The motion passed 3 to 1 in favor.

John Murray - Aye
Rick Stokoe – Aye
Joel Peterson – Aye
Kelly Doherty – Nay

Lisa mentioned two bills regarding the road project and said that ODOT requires proof of payment before reimbursement can happen. Lisa asked Emily if she knows what the repayment schedule is from Tapani. Emily replied that IRZ said as soon as possible, but they understand that there is a grant. There was a discussion by all. Joel feels things may change after the next meeting and members may be willing to pay their shares. Sam said lawyers always say a written contract is always better, but that takes time. If in fact the CDA in its action and motions today commit itself to the plan and repay us, we could be reasonably comfortable to pay. Joel and Rick both agreed that we could take that course of action with a promise from the CDA that would immediately repay the Port. Kelly voiced skepticism based on past experiences.

John made the motion to extend an offer to the CDA that the Port of Morrow front the money for this payment of the Tapani bills currently due as long as the CDA will make a motion that they will pay us back promptly after receiving the grant reimbursement funds. Joel seconded the motion. John added that this is a one-time offer. He is not advocating for making future payments. The motion passed unanimously.

John Murray - Aye
Rick Stokoe – Aye
Joel Peterson – Aye
Kelly Doherty – Aye

B. Other – None.

There were no other topics for discussion and John adjourned the meeting at 1:58 PM.

Submitted by:

John Murray, Commission President

Lisa Mittelsdorf, Executive Director

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement (hereinafter, "Agreement") is entered into and effective as of the date of the last signature below in January, 2026 ("Effective Date"), by and between County of Umatilla ("Umatilla County"), Confederated Tribes of the Umatilla Indian Reservation ("CTUIR"), Columbia Development Authority ("CDA"), County of Morrow ("Morrow County"), Port of Morrow, and Port of Umatilla (collectively referred to as the "Parties" or individually as "Party").

BACKGROUND

A. CDA is an intergovernmental entity organized and existing as provided by the terms of an Intergovernmental Agreement dated May 15, 1995, and amended and restated in 2014 ("Intergovernmental Agreement"). The members of CDA include Umatilla County, Morrow County, Port of Umatilla, Port of Morrow, and CTUIR. CDA is governed by a joint board comprised of its five members, each of whom are appointed representatives.

B. The purpose of CDA is to, among other things, administer the transition of the Umatilla Army Depot (the "Property") from military to civilian use in accordance with a reuse plan developed and implemented by CDA.

C. On March 26, 2024, CDA's Board (as defined in Section 5 of the Intergovernmental Agreement) voted on a motion by Port of Morrow providing for the transfer of certain portions of the Property from CDA to Port of Morrow and Port of Umatilla (the "Resolution"). The Port of Morrow, Morrow County, and the Port of Umatilla voted in favor of the Resolution, and CTUIR and Umatilla County voted against it.

D. On July 2, 2024, Umatilla County filed a lawsuit against CDA, Morrow County, Port of Morrow, and Port of Umatilla challenging the Resolution, alleging claims for breach of contract and seeking a declaratory judgment, in the matter of *County of Umatilla v. Columbia Development Authority, County of Morrow, Port of Morrow, Port of Umatilla*, Case No. 24CV31777, which is currently pending in Umatilla County Circuit Court (the "Lawsuit").

E. For the sole purpose of avoiding the uncertainties, inconveniences, and expenses of litigation, the Parties agree to fully resolve, compromise, and settle any and all claims of any nature arising from the Resolution in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree to the following:

1. **Mutual Release.** Except as set forth in this Agreement, in and as consideration for this Agreement, the Parties, together with their past, present and future directors, board members, commissioners, employees, agents, representatives, successors, and assigns, completely release and forever discharge each other from any and all actions, causes of action, claims, charges, judgments, obligations, demands, grievances, damages, costs, attorneys' fees, expenses or liabilities of any kind or nature whatsoever, in law or in equity, known or unknown, arising from or relating to the Resolution or the Lawsuit.

2. **Motion to Amend.** At the first meeting of CDA following the Effective Date of this Agreement, Umatilla County will make a motion to amend the Resolution in accordance with this Agreement ("Amended Motion"). Port of Umatilla will second the Amended Motion. The form of the Amended Motion is attached as Exhibit 1 and is incorporated by reference into the Agreement.

4. **Lot Line Adjustments.** Following the approval of CDA's pending lot line adjustments, the Parties shall jointly submit to Umatilla County applications for the following property line adjustments amending the boundaries of Tax Lots 4N27-220, 4N27-225, and 4N27-223. Specifically, the north/south boundary between Tax Lots 4N27-220 and Tax Lot 4N27-225 shall be pushed north to be colinear with the southern boundary of the Umatilla County Recharge zone. The resulting west/east boundary between Tax Lot 4N27-225 and Tax Lot 4N27-223 shall then be pushed west all the way through Tax Lot 4N27-223 such that Tax Lot 4N27-225's resulting western and northern boundaries subsume TL 4N27-223's current western and northern boundaries. The resulting north/south boundary between the reconfigured TL 4N27-225 and TL 4N27-223 will then be colinear with southern boundary of the Umatilla County Recharge zone such that TL 4N27-225 may be transferred as one unit of land to Umatilla County.

5. **Written Statement.** Prior to the meeting of CDA wherein the Parties will present the Amended Motion, Port of Umatilla and Umatilla County agree to execute a mutually satisfactory written statement concerning the contents and the purposes of the Amended Motion (the "Written Statement"). A copy of the form of the Written Statement is attached as Exhibit 2. The Written Statement will be presented at the meeting of CDA wherein the Parties present the Amended Motion.

6. **No Future Modification.** Notwithstanding the terms of the 2014 Amended and Restated Intergovernmental Agreement, if approved, the Parties agree that the Property distribution set forth in the Amended Motion will not be amended or modified in the future without unanimous consent of the members of the Board of CDA.

7. **Sovereign Immunity.** CTUIR agrees to a limited waiver of its immunity from suit under the following terms and conditions: 1) the claim is brought by Umatilla County, Port of Umatilla, Morrow County, Port of Morrow, or CDA; 2) the claim or claims relate to an obligation under this Agreement, the Real Estate Contract of Sale between CDA and CTUIR dated May 22, 2024 (Real Estate Contract of Sale), or any ancillary agreement entered into by CTUIR and Umatilla County, Port of Umatilla, Morrow County, Port of Morrow, or CDA in connection with this Agreement (Ancillary Agreement), and 3) the sole remedy sought is the

enforcement of the obligation(s) of CTUIR under this Agreement, the Real Estate Contract of Sale or any other Ancillary Agreement.

8. **Easements, Access Ways, or Rights of Way.** Both Port of Umatilla and Umatilla County mutually and reciprocally agree to consent to the use by the other (or their successors in interest) of any easements, access ways, or rights-of-way (whether for roads, water, or otherwise) established to serve any portion of the Property distributed to either Party unless the Parties are not authorized to provide such consent.

9. **Dismissal.** Within seven days of CDA's approval of the Amended Motion, Umatilla County will file a stipulated general judgment of dismissal, dismissing the Lawsuit with prejudice and without an award of fees or costs to any Parties. A form of the stipulated general judgment of dismissal is attached as Exhibit 3.

10. **Lis Pendens.** Within thirty (30) days of CDA's approval of the Amended Motion, Umatilla County will submit for recording a release of all lis pendens previously recorded on any portion of the Property.

11. **Economic Incentive Cooperation Zone.** Umatilla County and Port of Umatilla agree to work together to, in good faith, negotiate a joint planning and economic development agreement to encourage economic development to cover all Property distributed to them, which may include an enterprise zone, strategic incentive planning, or other economic incentive program.

12. **CDA Expenditures – Port of Umatilla.** Port of Umatilla waives any right to and agrees not to pursue or accept any reimbursement from Umatilla County for any portion of any of CDA's expenses invoiced through May 16, 2025. Umatilla County will not pay for or reimburse Port of Umatilla in any way for any of CDA's expenditures associated with the Lawsuit.

13. **CDA's Fees and Costs Associated with the Lawsuit.** Umatilla County, Port of Umatilla, Morrow County, Port of Morrow, and CTUIR agree to split equally all of CDA's paid and unpaid fees and costs associated with this Lawsuit in an amount not to exceed \$180,000 minus any insurance proceeds received by CDA in connection with the Lawsuit.

14. **Real Estate Contracts of Sale.** CDA has previously entered into written real estate contracts of sale with Port of Umatilla and Port of Morrow, dated June 27, 2024, and July 1, 2024, respectively ("RECS"). CDA, Port of Umatilla, and Port of Morrow will amend the RECS as necessary to comply with the distribution of the Property as authorized by the Amended Motion. CDA will also enter into written real estate contracts of sale to convey that portion of the Property that is to be distributed to Umatilla County and CTUIR that is authorized by the Amended Motion. The terms and conditions of the amended RECS and the real estate contracts of sale that CDA enters into with Umatilla County and CTUIR will be generally consistent and equitable among the Parties. CDA will not propose contract terms on any one Party that disproportionally allocate risk or cost to that Party in a manner that is materially

different from any other Parties. The allocation of the transaction, closing, and other costs related to the distribution of Property from CDA to Umatilla County or CTUIR, as authorized by the Amended Motion, will be generally consistent with the allocation of similar costs in the RECS.

15. **Recitals.** The Parties expressly incorporate the recitals into this Agreement, and agree that they are accurate.

16. **Advice of Counsel.** The Parties hereby acknowledge the following: (1) that they were provided a reasonable period of time to review and consider this Agreement; (2) that they have sought and received the advice of their attorney and tax professional prior to signing this Agreement; (3) that they understand that they are waiving legal rights by signing this Agreement; (4) that they have reviewed this Agreement, that this Agreement is written in a manner that is understandable to them, and that they indeed understand the entirety of this Agreement and the effect(s) of signing this Agreement; and, (5) that they sign this Agreement of their own free act and deed, without any coercion or duress, and that they hereby release the rights and claims set forth above in exchange for the consideration set forth in this Agreement.

17. **No Waiver.** Except as otherwise expressly provided in this Agreement, no delay by a Party in exercising any right or remedy will constitute a waiver of a Party's rights under this Agreement, and no waiver by either Party of the breach of any covenant of this Agreement by the other will be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

18. **Survivability.** If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

19. **Successors and Assigns.** This Agreement is binding upon the Parties hereto and upon their respective heirs, administrators, representatives, successors and assigns and will inure to the benefit of said parties. The Parties warrant that they are the sole owners of all of their respective rights, causes of action and claims released in this Agreement and have not sold, assigned, transferred or granted to any person or entity any interest in any rights, causes of action, or claims released in this Agreement.

20. **Choice of Law and Venue.** This Agreement shall be governed by and interpreted according to the laws of the State of Oregon. Venue and jurisdiction shall reside exclusively in the courts of Umatilla County, Oregon, to the extent allowed by applicable law.

21. **Counterparts.** This Agreement may be executed in counterparts. Each such counterpart shall be deemed an original and all such counterparts shall together constitute one and the same instrument. This Agreement may be executed by facsimile signatures, each of which will be deemed an original.

22. **Additional Actions.** In conjunction with the release of claims herein, each Party to this Agreement agrees to execute and deliver all documents, and to cooperate and perform all additional actions which may be reasonably necessary to carry out the provisions of this Agreement and to give full force and effect to the terms and intent of this Agreement, including but not limited to court pleadings dismissing the Lawsuit with prejudice and without costs or attorneys' fees for any Party.

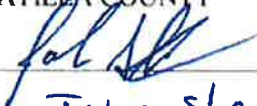
23. **No Admission.** With the exception of the obligations expressly undertaken by the Parties pursuant to this Agreement, nothing herein is intended to constitute an admission of liability by any Party with respect to any or all of the claims released, waived and discharged hereunder.

24. **Entire Agreement.** This instrument contains the entire Agreement and understanding concerning the subject matter hereof between the Parties and supersedes and replaces all prior negotiations, proposed agreements and agreements, written or oral. Each of the Parties acknowledges that no Party nor any agent or attorney of any other Party whatsoever has made any promise, representation or warranty, express or implied, not contained herein, concerning the subject matter hereof to induce it to execute this Agreement. Each of the Parties further acknowledges that it is not executing this Agreement in reliance on any promise, representation or warranty not contained herein. This Agreement may not be supplemented, modified, or amended in any manner, except by written agreement between the Parties.

So agreed:

Signatures on the following page.

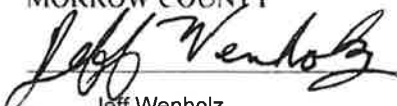
UMATILLA COUNTY

By: 
John Shafer

Its: County Commissioner

Date: 1-27-24

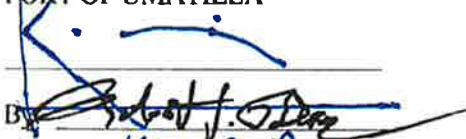
MORROW COUNTY

By: 
Jeff Wenholz

Its: County Commissioner

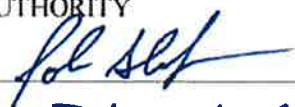
Date: January 27, 2026

PORT OF UMATILLA

By: 
Kim B. Puzey
General Manager

Date: 2/4/26

COLUMBIA DEVELOPMENT
AUTHORITY

By: 
John Shafer

Its: Vice Chair CDA

Date: 1-27-24

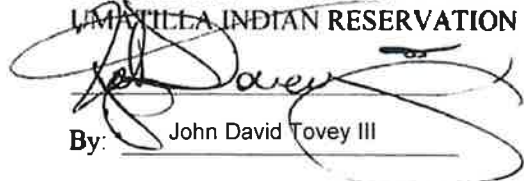
PORT OF MORROW

By: 
Lisa Mittelsdorf

Its: Executive Director

Date: January 27, 2026

CONFEDERATED TRIBES OF THE
UMATILLA INDIAN RESERVATION

By: 
John David Tovey III

Its: Executive Director

Date: January 27, 2026

Mutual Release and Settlement Agreement

Page 6

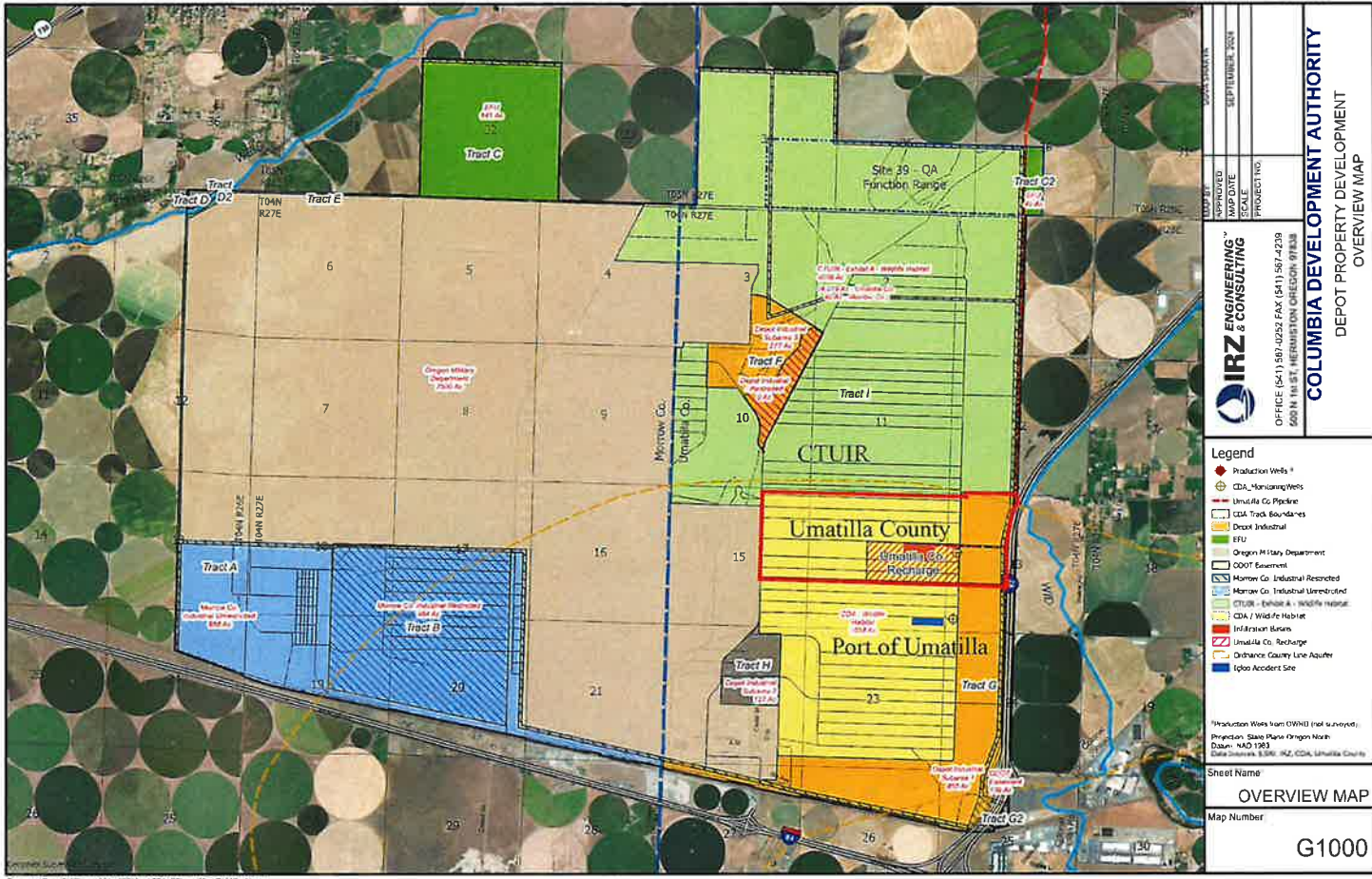
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Exhibit 1 – Motion to Amend Resolution

“Pursuant to Section 2 of the written Mutual Release and Settlement Agreement, dated January, _____ 2026, (“Settlement Agreement”) the County of Umatilla moves the Columbia Development Authority (“CDA”) Board to amend its Board motions, dated March 26, and July 23, 2024 as follows:

- To Cleaver Land, LLC: Tract C2 to be distributed in accordance with CDA’s binding Lease-Option to Purchase Agreement with Cleaver Land LLC.
- To CTUIR: Tract I (4,019.1 acres) (including that portion in Morrow County) previously conveyed to CTUIR by a Real Estate Contract dated May 22, 2024 and Tract F.
- To Port of Umatilla: Tract G2, H, and all of the land in both Tract G and the “CDA/Industrial/Wildlife Habitat” that is south of a line that is drawn along the southern boundary of the Umatilla County Recharge zone (extended west to the boundary of the yellow colored section, and east to the boundary of the orange colored section (i.e. the I-82 Freeway)) as shown on the map attached Exhibit “A” and incorporated by reference into this motion.
- To Umatilla County: The Umatilla County Recharge Site, and all of Tract G and the “CDA/Industrial/Wildlife habitat” that lies to the north of the line that is drawn along the southern boundary of the Umatilla County Recharge zone (extended west to the boundary of the yellow colored section, and east to the boundary of the orange colored section (i.e. the I-82 Freeway)) as shown on Exhibit “A”.
- To Port of Morrow: Tract A, B, C, and E—and if and when CDA obtains title to D, and D2—those as well (or otherwise as agreed between Port of Morrow and Morrow County).

This motion supersedes and wholly replaces the March 26 and July 23, 2024 CDA Board motions. Pursuant to Section 6 of the Settlement Agreement, if approved by the CDA Board, this motion may not be amended or modified in the future without unanimous consent of all members of the CDA Board.”



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CONFIDENTIAL SETTLEMENT COMMUNICATION
DRAFT – SUBJECT TO APPROVAL

Exhibit 2 – Written Statement Regarding Motion to Amend Resolution

This Written Statement is provided by the County of Umatilla and Port of Umatilla pursuant to Section 4 of the attached Mutual Release and Settlement Agreement dated January 27, 2026 (the “Settlement Agreement”).

Joint Statement of Port of Umatilla and Umatilla County

The Port of Umatilla and Umatilla County hereby jointly present this Written Statement concerning the forthcoming Motion to Amend Resolution (“Amended Motion”) to be presented to the Columbia Development Authority (“CDA”) Board. This statement is for informational purposes only.

I. Purpose and Intent

All members of the CDA recognize that the transition of the former Umatilla Army Depot property from military to civilian use represents a significant economic development opportunity for the region. Through this Settlement Agreement and the accompanying Amended Motion, both parties confirm their continued commitment to:

1. Resolving Past Disputes: Putting aside previous disagreements regarding property distribution and associated litigation costs to focus on collaborative economic development that benefits the people of the region.

2. Promoting Regional Economic Development: Cooperating for long term, sustainable, and maximally economic beneficial use of the lands within the former military installation.

II. Contents of the Amended Motion

Port of Umatilla and Umatilla County jointly support the Amended Motion because it:

- **Provides for Clear Division of Property:** Creating definitive property lines and allocations that eliminate ambiguity and potential future conflicts.
- **Facilitates Coordinated Development:** Creates opportunities for complementary development projects that can benefit from shared infrastructure and coordinated planning. Working collaboratively on shared infrastructure needs, including roads, utilities, and access ways.

III. Community Benefits

Both parties believe this Amended Motion serves the broader public interest by:

- Affirmatively resolving costly litigation that diverts resources from productive economic development.
- Creating a stable foundation for long-term investment and job creation.

CONFIDENTIAL SETTLEMENT COMMUNICATION
DRAFT – SUBJECT TO APPROVAL

- Ensuring responsible stewardship of this significant public asset.
- Promoting regional cooperation and collaboration.

This Written Statement reflects the mutual understanding and shared commitment of Port of Umatilla and Umatilla County to support the Amended Motion and working with all CDA members toward the successful civilian redevelopment of the former Umatilla Army Depot.

COUNTY OF UMATILLA	PORT OF UMATILLA
By: 	By: 
Name: County of Umatilla	Name: Port of Umatilla
Title: John Shafer, Commissioner	Title: Robert J. Blanc, Commissioner
Date: 1-27-24	Date: 1-27-2024

Best Best & Krieger LLP
360 SW Bond Street, Suite 400, Bend, Oregon 97702
Main (541) 382-3011 Fax (541) 388-5410

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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF UMATILLA

COUNTY OF UMATILLA,

Plaintiff,

v.

COLUMBIA DEVELOPMENT
AUTHORITY, COUNTY OF MORROW,
PORT OF MORROW, PORT OF
UMATILLA,

Defendants.

Case No. 24CV31777

STIPULATED GENERAL JUDGMENT
OF DISMISSAL

This matter comes before the Court on plaintiff County of Umatilla, defendant Columbia Development Authority, County of Morrow, Port of Morrow, and Port of Umatilla's notice to the Court that they have settled their claims against each other in this action and are stipulating to the dismissal of the action with prejudice and without an award of attorney fees or costs to any party.

NOW, THEREFORE, IT IS ORDERED AND ADJUDGED that Plaintiff County of Umatilla, and defendants Columbia Development Authority, County of Morrow, Port of Morrow, and Port of Umatilla's claims against each other in this action are dismissed with prejudice and without an award of attorney fees or costs to any party.

Best Best & Krieger LLP
360 SW Bond Street, Suite 400, Bend, Oregon 97702
Main (541) 382-3011 Fax (541) 388-5410

IT IS SO STIPULATED:

Dated: January __, 2026

BEST BEST & KRIEGER LLP

By: s/
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Attorneys for Plaintiff
COUNTY OF UMATILLA

Dated: January __, 2026

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Attorneys for Defendant
Columbia Development Authority

Dated: January __, 2026

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Dated: January __, 2026

STOEL RIVES LLP

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Attorneys for Defendant
Port of Morrow

Dated: January __, 2026

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Attorneys for Defendant
Port of Umatilla

CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing STIPULATED GENERAL JUDGMENT
OF DISMISSAL on:

Elizabeth Howard
Mario E. Delegato
Sara C. Cotton
SCHWABE WILLIAMSON & WYATT
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scade@sussmanshank.com;
jmisley@sussmanshank.com

by causing a full, true, and correct copy thereof to be sent by the following indicated
method or methods, on the date set forth below:



by electronic service pursuant to ORCP 9 B and H, and UTCR 21.100. Pursuant to
UTCR 2.020, service was accomplished at the party's email address as recorded on
the date of service in the eFiling System

DATED January __, 2026

BEST BEST & KRIEGER LLP

CURTIS GLACCUM, Bar No. 161732
curtis.glaccum@bbklaw.com

Of Attorneys for Plaintiff

Amendment Number 1

Project Name: South Morrow County Water and Transportation Infrastructure Development

Project Number: C2025028

This amendment is made and entered into by and between the State of Oregon, acting by and through the Oregon Business Development Department (“OBDD”), and Port of Morrow (“Recipient”), and City of Ione (“Subrecipient A”) and City of Heppner (“Subrecipient B”) collectively (“Subrecipients”), and amends the Grant Agreement between Recipient and OBDD, Project Number C2025028, dated 04 June 2025, (“Contract”) for the above-named Project. Capitalized terms not defined in this amendment have the meanings assigned to them by the Contract.

Recital: The purpose of this amendment is to extend the Project Completion Deadline.

The parties agree as follows:

1. Delete the third paragraph of the Contract in its entirety and replace it with the following new paragraph:

Pursuant to ORS 285A.075(3) and Oregon Laws 2023, Chapter 605, Section 256(2) as extended by HB 5024, Section 11 (2025) (the “Act”), OBDD is authorized to enter into a grant agreement with Recipient to assist in financing the costs of the Project to support the development of housing.

2. Amend the Project Completion Deadline in Section 1 – Key Terms of the Contract as follows (deletion in ~~strikethrough~~; addition in double underline):

Project Completion Deadline: ~~36 months after the date of this Contract~~ June 30, 2027, unless extended by an amendment of the Parties, and for which OBDD shall not unreasonably withhold approval of such an amendment.

OBDD will have no obligation under this amendment, unless within 60 days after receipt, Recipient delivers to OBDD the following items, each in form and substance satisfactory to OBDD and its Counsel:

- (i) this amendment duly executed by an authorized officer of Recipient; and
- (ii) such other certificates, documents, opinions and information as OBDD may reasonably require.

SIGNATURE PAGE FOLLOWS

Except as specifically provided above, this amendment does not modify the Contract, and the Contract shall remain in full force and effect during the term thereof. This amendment is effective on the date it is fully executed and approved as required by applicable law.



STATE OF OREGON
acting by and through its
Oregon Business Development Department



PORT OF MORROW

By: _____
Edward Tabor, Infrastructure & Program
Services Director

By: _____
John Murray, Commission President

Date: _____

Date: _____



CITY OF IONE



CITY OF HEPPNER

By: _____
The Honorable Michael Skow, Mayor

By: _____
John Doherty, City Manager

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

Board Membership Liaison

2025 – updated 7/9/25

CDA Joel is voting member and Lisa is alternate

CREZ II John and Joel are voting members and Danny is alternate

CREZ III Lisa will be staff voting member and Mark is alternate staff vote
John and Joel are voting commissioners with Kelly as alternate

Broadband Rick and John voting members and Danny is alternate

Audit Kelly and Joel are audit members

Clean Water Kelly and Lisa are voting members

Consortium



Department of Energy
Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621



In reply refer to: FT-2

January 29, 2026

Port of Morrow, Oregon
ATTN: Lisa Mittelsdorf, Executive Director
2 East Marine Drive, P.O. Box 200
Boardman, Oregon 97818

Dear Lisa:

Bonneville looks forward to working with the Port of Morrow, Oregon (the "Port") on a proposed transaction (as referenced in Section 1(b) of the Master Letter of Intent between Bonneville and the Port, dated February 13, 2013 and as amended September 11, 2013 (the "MLOI")) for one or more transmission facilities located in Idaho, Oregon or Washington ("Proposed Transaction").

The Proposed Transaction for the refinancing of one or more Projects now leased to Bonneville by the Idaho Energy Resources Authority ("IERA") or the Port is expected to result in the transfer of ownership of lease receivables and transmission facilities from the IERA to the Port and the public issuance of one or more Revenue Bonds by the Port in a principal amount not to exceed one hundred ten million dollars (\$110,000,000.00) to: (i) fund the transfer of interests from the IERA to the Port for certain Projects currently owned by the IERA; (ii) refinance certain Projects currently owned by the Port; and (iii) fund certain other costs. The debt service on the related Revenue Bond or Revenue Bonds will be payable from one or more Lease Commitments and the final maturity of the Revenue Bond or Revenue Bonds is expected to be 30 years or less. The proposed transaction is expected to close no later than August 1, 2026.

Amounts to be paid to the Port for participating in this transaction shall include a Lump Sum Participation Payment of \$125,000 pursuant to Section (3)(b) of the MLOI and Annual Participation Payments of \$10,000 pursuant to Section (2)(c) of the MLOI.

Thank you and we look forward to working with you on this transaction.

Sincerely,

**ETHAN
POSTREL**

Ethan D. Postrel
Nonfederal Debt Manager

Digitally signed by ETHAN
POSTREL
Date: 2026.01.29 16:15:55
-08'00'

Cc via e/mail:

Port of Morrow, Oregon

Eileen Hendricks

Orrick, Herrington & Sutcliffe

Damon Pace

Joshua Bonney

Christine Reynolds

Monahan, Grove & Tucker

Sam Tucker

Molly Tucker Hasenbank

Bonneville Power Administration

Laurie Kelly

Nadine Coseo

Stephanie Blecker

Dave Manary

Rachel Hull

Port of Morrow

Budget Committee

2025-26 Budget Year

<u>Term</u>	<u>Name</u>	Original Appointment
2025-2027 (John)	Lisanne Currin	2010
2025-2027 (Joel)	Clint Carlson	2025
2024-2026 (Rick)	Von Studer	2024
2025-2027 (Kelly)	John Kilkenny	2025
2025-2027 (Joe)	Mike McNamee	2022

2026-2027
BUDGET CALENDAR

1. Appoint Budget Officer Feb. 11
2. Public Notice of Budget Committee Meeting
(Twice, 5-30 days before meeting) March 10 - April 4
3. **Budget Committee Meets, 3:30 pm** **April 8**
4. **Budget Committee Meets, 3:30 pm** **May 13**
5. Approve Proposed Budget May 13
6. Publish Hearing Notice
(5-30 days before Public Hearing) May 13 - June 5
7. Hold Budget Hearing June 10
9. Enact Resolution to:
 _____ Adopt Budget
 _____ Make Appropriations
 _____ Levy Taxes by Fund June 10

NOTES:



Commission Report for January 2026 - TOTAL Count: 1,935

January General Summary

January activity at the SAGE Center & Event Center reflected strong community engagement across education, events, and visitor services. The facility welcomed more than 1,600 total guests through Event Center usage, museum visits, educational programs, and public events. Educational outreach remained a core focus, with school groups, homeschool programs, and Think Big Space sessions serving hundreds of students and educators, while planning continued for expanded summer programming and the ongoing SAGE On The Go initiative. Public programs such as SAGE Saturday and Movie Saturday provided accessible family-friendly experiences, and event bookings remained strong with consistent use by regional industry and community partners. Marketing efforts are being reevaluated to expand reach across multiple platforms, while exhibit enhancements, facility improvements, and strategic discussions with partners continue to support long-term growth. Seasonal trends impacted Makers Market sales as expected during the winter months, and routine maintenance and technology evaluations are underway to ensure a positive visitor and event experience.

Event Center Usage – 946 Guests

- See Event Center Report below for more details

Education/School Usage – 135 Students

- January 8th – Forging Paths Homeschool – 35 participants
- January 22th – Brave Heart Co-Op School – 100 participants

Museum Visitors – 537 Guests

- 371– SAGE Center tours
- 161– TESLA/Restrooms/Welcome Center

AWS TBS Classroom – 262

- The Think Big Space had 13 sessions this month and seen 12 educators in the classroom along with 250 students.
- We are brainstorming ideas of additional half day summer camp opportunities for kids in Think Big Space, potentially partnering with Parks and Rec to schedule visits from the Funtastic Kids program.

- The SAGE On The Go project remains ongoing as we are seeking additional funding through grants and working on anticipated project costs.

SAGE Events- 55

SAGE Saturday- 1/10- 32

This SAGE Saturday families were able to create a bird feeder which consisted of a pinecone, peanut butter, and bird seed.

Movie Saturday- 1/17-23

The January Movie showing was IF and families enjoyed a free showing sponsored by Good Shepherd Health Care System.

MARKETING Outreach

We are in the process of reevaluating our current marketing strategies and in an effort to increase our exposure and reach across all platforms (print, social media, radio,)

- Other Advertising:
 - Social Media
 - Facebook/Instagram
 - These platforms continue to grow and gain engagement and we utilize our new social media strategy.
 - TikTok
 - We are developing a series of videos to utilize on our Tik Tok platform.
 - SAGE & Event Center E-Newsletter through Mailchimp
 - Monthly e-newsletter that is shared with our contacts and new users can sign up to receive this e-newsletter from our website - www.visitsage.com
 - Elkhorn Media
 - We recently revised our advertising package with Elkhorn including radio
 - Social Media post on My Columbia Basin and Elkhorn Media
 - East Oregonian
 - We started an advertising campaign that includes print ads, social posts, and sponsored articles to further brand the SAGE Center and our mission.

- Cart Advertising agreement
 - We are currently ordering the mount brackets for the shopping carts to proceed with the advertisements.

Exhibit/Facility Updates

- **A River Through Time Exhibit** (future Welcome Exhibit and about the POM)
 - We are currently looking at a timeline for this project.
- **Round Room Exhibit** is formally known as the Hot Air Balloon Exhibit
 - We will be setting up a brainstorming session for ideas on how to better utilize this space.
- **POM Map Exhibit**
 - Installation is currently scheduled for February 16th-19th.
- **Calbee America LLC**
 - Discussion has been started on updating their exhibit and agreeing to an Exhibit Agreement for the business to support the SAGE Center school visits and events.
- **Boardman Foods / Ofi Exhibit**
 - Installation is currently scheduled for February 16th-19th.
- **Community Room**
 - A discussion has started with Amazon on the idea of transforming the Community Room into a potential second classroom space, expanding the Think Big Space experience and opportunity for professional development.

SAGE Makers Market (formally known as the SAGE Store)

The food policy within the current agreement was recently updated prior to vendor check-ins. Sales have seen a decrease, which aligns with the seasonal reduction in foot traffic during the winter months, outside of the peak tourism and travel season. This trend was anticipated.

SAGE EVENT CENTER

BUSINESS EDUCATION | WORKFORCE DEVELOPMENT | CULTURAL EVENTS

Monthly Report



Event Bookings and Attendance

- **Events:** 946 total people
 - 1/13 BCDA Board Meeting- 6 people: SAGE Conference Room
 - 1/13 Threemile Canyon Farms- 25 people: Community Room
 - 1/14 Threemile Canyon Farms- 25 people: Community Room
 - 1/15 Boardman Chamber- 10 people: SAGE Conference Room
 - 1/17 Boardman Foods Inc- 350 people: Great Room
 - 1/24 Community Theater Performance- 160 people: Theater
 - 1/28 Blue Mountain FFA District- 200 people: Great Room
 - 1/29 Threemile Canyon Farms - 30 people: Community Room
 - 1/30 Threemile Canyon Farms- 30 people: Community Room
 - 1/30 Columbia River Health- 110 people: Conference C & A
- **Event History**
 - Year to Date- 10 events/meetings held, hosted approximately 946 people thus far.
 - Recommendations from event recaps: N/A
- **Booking Trends**
 - Most Frequent Users: Three Mile Canyon Farms, Amazon, Lamb Weston
 - Leads (Percent converted to definite): 60% YTD

Technology and Equipment

- Audio/Visual Equipment: Our current warranty coverage with CTI was extended until the end of March.
- Tech Improvements: None at this time.

Maintenance

- We have received a repair quote from Mustang Signs for the outdoor digital sign. We are also evaluating the cost of a replacement sign and obtaining additional repair quotes from other vendors.
- The Event Center HVAC units indicated a few alarms, so we have scheduled Apollo to come and diagnose/repair the issue.
- One of the sinks in the women's restroom is currently out of order, we are working to get a scheduled repair for this.

If you have any questions or concerns regarding this update, please feel free to contact **Angel Aguilar, Assistant Manager (angel.aguilar@portofmorrow.com)**, at any time. I welcome your input and will be happy to provide additional information as needed.

Maintenance Shop Update

Current and upcoming Projects:

1. All PDX sites landscape improvements.
2. New South lift station wastewater hookups.
3. East Beach Electrical Building Construction & Electrical installation.
4. Farm 4 and 5 roads graveled and bladed
5. Shop yard reorganization and expansion
6. Well 6 rebuild and installation
7. Farm 6 automatic valve for circles installation
8. Landscape around new Airport signs
9. Irrigon dirt work for building.Done
10. Farm 4, 5 and 6 hay storage rock pads
11. Magox building and tank for Digester.
12. Install VFD at CID pumps for Surface water treatment plant.
13. Lambweston west plant new water line installation.

Communications Update – February 2026

- Digital Marketing Science -
10 Week Certificate Course (Complete)
- Social Media Posts
- Website Updates
- Meeting minutes and videos
- Monitoring news sources
- Port Project Photos
- UAS Part 107 Certification (in progress)
- Monthly recurring/special ads
 - SAGE Center
 - Marker 40 Golf Club

2026 POM Wall Calendars are available



Marker 40 Golf Club

2026	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Rounds of Golf	93												
Members	83												
POM Employee	15												
Total Rounds	191												
Cart Rental	46												

	2025	2024	2023	2022	2021
Rounds of Golf	5336	4594	3348	3362	3501
Members	3445	2541	2582	2525	2387
POM Employee	738	399	369	408	462
Total Rounds	9519	7534	6299	6295	6589
Cart Rentals	3470	2908	2557	1808	2279

Total Memberships 2026

Memberships	Single	Couple/Family	Associate	Junior	Returning	POM Add on
2026		1	1		2	

Operations Overview: The course has remained in good condition. With a mild winter the turf is still very green for this time of year.

Course Usage: We finished the month of January with 191 total rounds of golf, including paid green fees, POM employees, and members. Weekends continue to be our busiest days.

Upcoming Events: The Frostbite Tournament will return in March, hosted by the RHS Senior Class and Operation Graduation. Heppner High School Golf Team will host a high school golf tournament at M40 on April 3, 2026.

We are currently renewing memberships for the 2026 golf season, with a total of 60 memberships renewing.

Notes: We are currently working on updated fees for the 2026–2027 golf season, using comparable local courses as benchmarks. Working on youth golf outreach with WRE

The team's efforts this month continue to contribute to a positive golfer experience and strong course presentation.

-Completely full program for semester 2 with 75 interns county-wide, the largest cohort ever!!

-New online internship application created and tested

Partner/Business Connections

Meeting with a variety of workforce development partners to establish relationships and gain knowledge about combined activities and plans for future partnerships. Agencies include:

-FFA Travel day event planning for March



-Meetings, planning sessions and funding for Community Health Worker class this spring

-3-part forklift training class coming April, May, June, planning and coordination for that

-Website updates

-ODA Pesticide Certification course coming soon

Job Seekers/Student Engagements

-4 job seeker in-person meetings, 11 emails, 7 phone calls.

-Updated monthly job opportunities website and marketing

-social media updates

-Assisted communications in the development and rebranding of the Port newsletter

Professional Development

-Anna is serving on the BMCC Foundation Board of Directors, and as the scholarship committee chair

-Stephanie is participating in

- Umatilla County fair volunteer

-BMCC Foundation quarterly board meeting

-Stephanie to begin attending the Proud River Leadership Academy (formerly Leadership Hermiston)

Upcoming-Certification series of classes being announced, shared and updated on the website



Port of Morrow Commission Meeting 2-11-26

Port of Morrow Warehousing Monthly Report: January 2025

# of Employees	66
Starting Tonnage	75,700,961
Ending Tonnage	71,309,493
# of Pallets in Storage	40,748
Inbound Trucks	725 Year to date: 725
Outbound Trucks	801 Year to date: 801
Outbound Rail	65 Year to date: 65
Shipment Accuracy	99.80%
# of OB Trucks Turned on Time	99.42%
# of IB Trucks Turned on Time	99.3%
# of Loss Time Injuries	0

Notes:

For January the warehouse handled 58.3mil lbs. Down 11.4 million lbs. YOY

EOM Tonnage 71.3mil. Down 5.4 million lbs. YOY

Cooler is at 19.0mil. Lbs. - Capacity 79% 7,200 pallets filled.

Dry Storage 90% capacity. 2,943 pallet position filled.

April 15th -16th - Eastern Oregon Workforce Board- Jeff, Bobby, Bob, Jess and Marcine will be

April 15th Regional HR Training - Marcine, Jess & Jeff

Attending the SDAO conference in February. Jessica, Jeff and Marcine

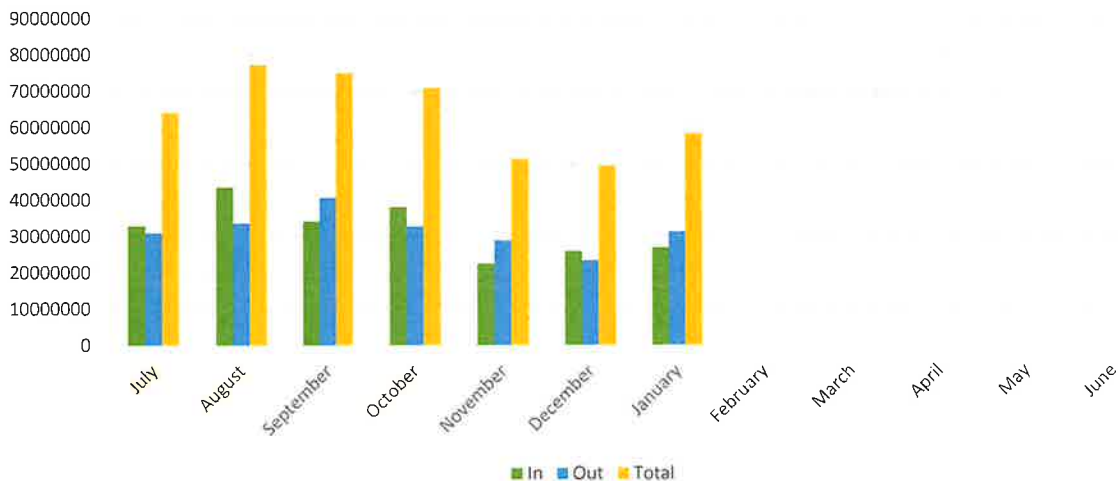
WFLO- Training we will be sending two employees to this in February 2026.

Attended the Oregon Container Terminal - Previously Terminal 6 at the Port of Portland on January 7th - Jeff and Marcine

Working on Productivity tool for the warehouse. Working with our Warehouse Management Systems IT on this project.

AIB audit for Dry Storage will be on Feb. 27th

Tonnage Comparison FY26



PORT OF MORROW

FRESHWATER USAGE | GALLONS

MONTH	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
JULY	377,176,782	364,996,361	282,798,613	420,156,033	394,099,327	378,296,544	322,458,735	302,585,090
AUGUST	408,700,950	394,447,003	393,308,568	418,092,877	440,610,549	413,250,789	326,234,493	335,549,576
SEPTEMBER	371,555,364	376,316,538	361,824,007	363,337,404	369,222,300	371,553,776	312,601,627	302,821,721
OCTOBER	322,276,471	329,412,865	316,338,088	358,621,863	350,597,015	335,008,670	296,490,913	269,353,977
NOVEMBER	328,108,354	340,867,947	303,106,812	272,661,760	322,925,308	277,795,184	256,372,887	246,699,402
DECEMBER	263,833,618	325,237,392	304,861,310	435,165,524	305,451,594	269,232,266	236,214,824	249,577,417
JANUARY	327,697,612	313,780,888	295,170,832	320,528,880	287,611,055	294,225,537	214,740,475	241,777,937
FEBRUARY	279,727,769	268,354,892	279,800,684	289,225,101	275,594,810	263,544,967	168,166,879	
MARCH	343,631,014	340,085,377	305,167,862	313,115,041	308,887,380	312,744,328	263,196,106	
APRIL	292,554,567	284,196,934	276,225,507	307,025,023	318,554,548	306,512,421	228,653,211	
MAY	282,013,206	281,976,127	261,617,601	307,398,660	270,102,512	259,540,515	246,478,165	
JUNE	324,088,125	205,849,813	294,769,136	299,098,094	348,642,687	296,454,620	286,126,330	
TOTAL	3,921,363,832	3,825,522,137	3,674,989,020	4,104,426,260	3,992,299,085	3,778,159,617	3,157,734,644	1,948,365,119
% Comparison to Prior Year		97.56%	96.07%	111.69%	97.27%	94.64%	83.58%	99.15%

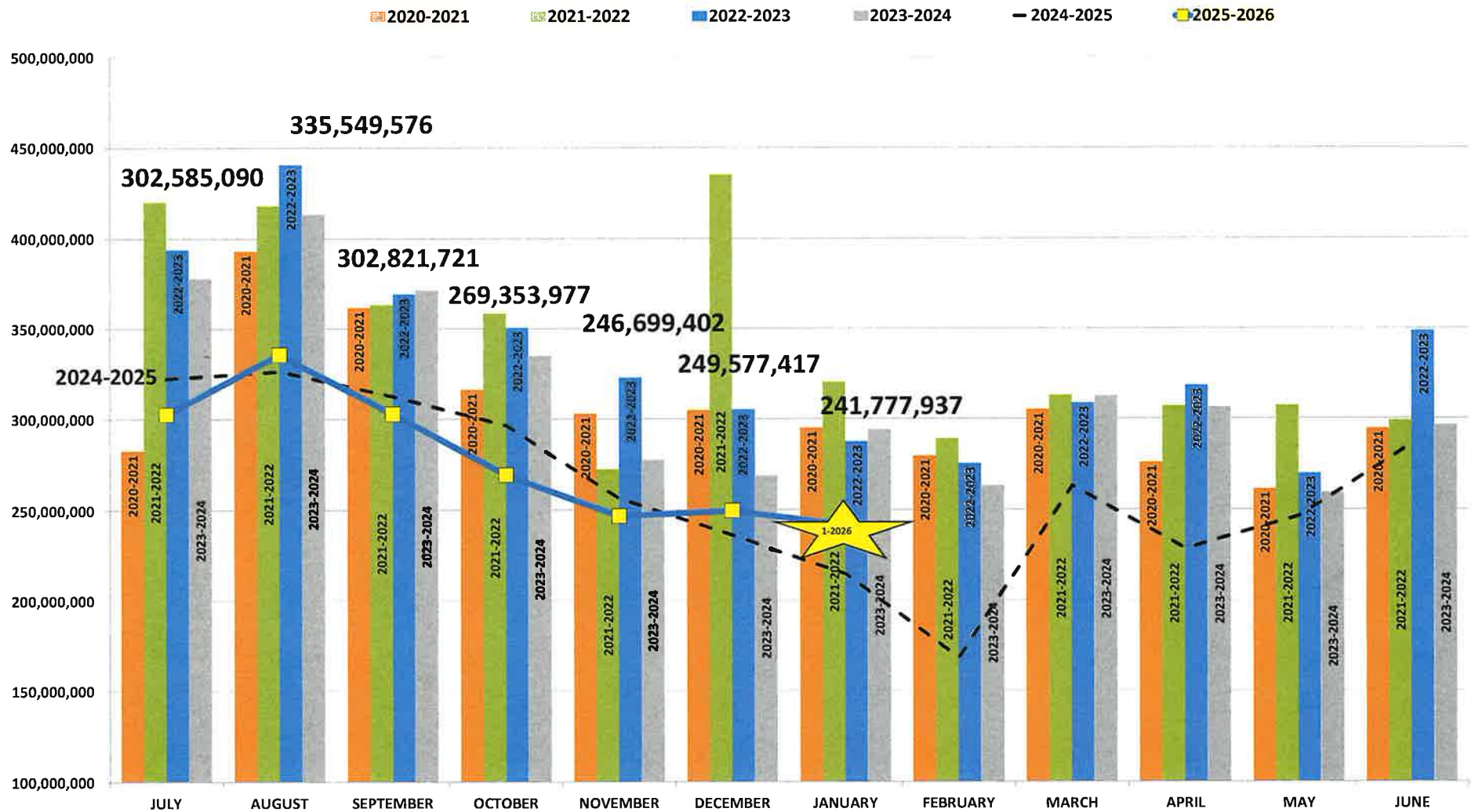
PORT OF MORROW

DISCHARGE | GALLONS

MONTH	2022-2023	% OF FRESHWATER	2023-2024	% OF FRESHWATER	2024-2025	% OF FRESHWATER	2025-2026	% OF FRESHWATER
JULY	320,257,298	81%	263,329,992	70%	227,572,720	71%	203,289,466	67%
AUGUST	338,128,584	77%	295,516,306	72%	239,290,170	73%	225,905,521	67%
SEPTEMBER	275,558,216	75%	272,338,346	73%	229,676,280	73%	206,611,075	68%
OCTOBER	271,400,534	77%	253,506,078	76%	233,118,110	79%	196,483,626	73%
NOVEMBER	262,215,440	81%	202,962,783	73%	191,010,520	75%	178,871,914	71%
DECEMBER	235,403,362	77%	192,324,105	71%	165,165,100	70%	167,227,950	67%
JANUARY	220,744,906	77%	217,266,150	74%	143,447,950	67%	172,252,439	71%
FEBRUARY	214,323,805	78%	191,415,330	73%	109,689,733	65%		
MARCH	241,883,699	78%	223,890,110	72%	188,474,904	72%		
APRIL	237,228,741	74%	228,491,570	75%	177,395,970	78%		
MAY	237,609,133	88%	210,109,950	81%	185,667,167	75%		
JUNE	252,799,588	73%	230,573,430	78%	203,241,012	71%		
TOTAL	3,107,553,306		2,781,724,150		2,293,749,637		1,350,641,991	
% Comparison to Prior Year			89.51%		82.46%		94.50%	

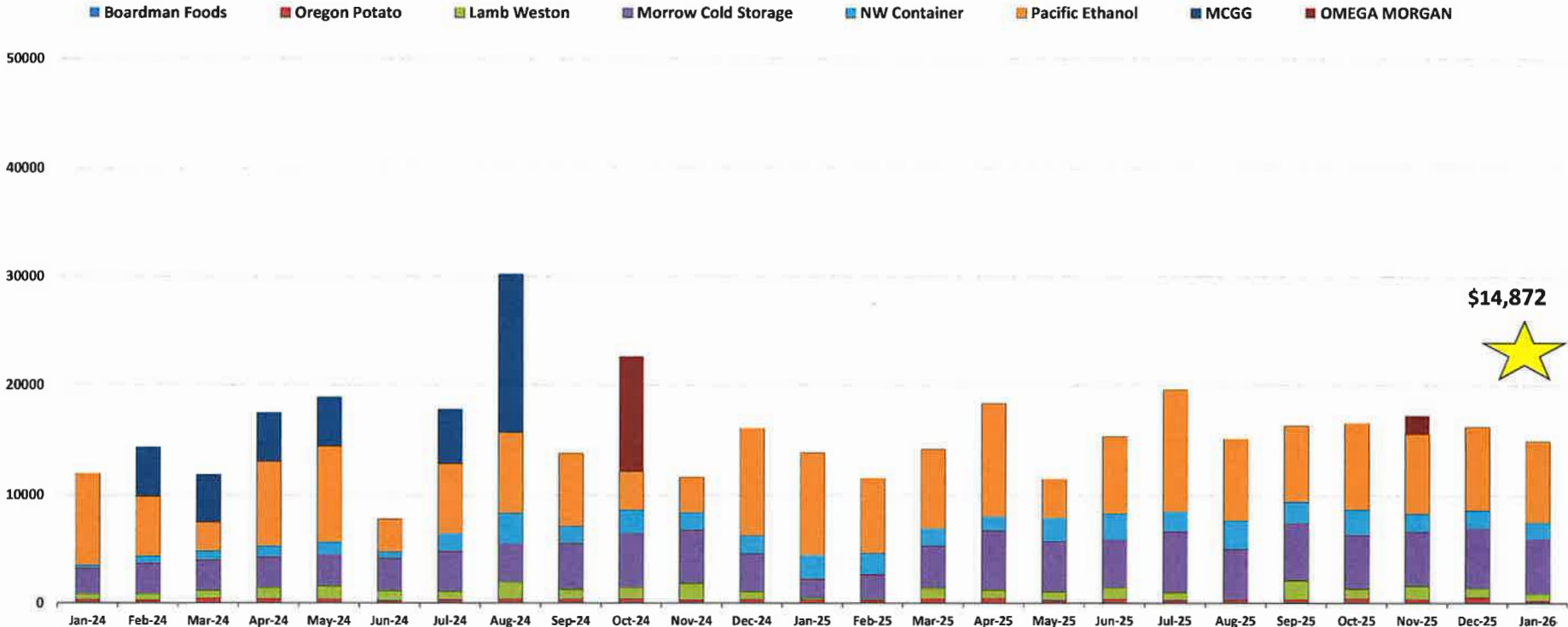
FRESH WATER USAGE

PORT OF MORROW



RAIL TARIFF REVENUE

PORT OF MORROW



<https://elkhornmediagroup.com/port-of-morrow-approves-extension-as-cda-fiscal-agent-but-commissioners-wary-of-future-extensions/>

Port of Morrow approves extension as CDA fiscal agent, but commissioners wary of future extensions

By Griffin Beach on Wednesday, January 21st, 2026

BOARDMAN – The Port of Morrow has extended its deadline to serve as the Columbia Development Authority’s fiscal agent until Friday to allow for a final pay period to be processed, though some commissioners signaled they will not support further extensions.

The previous deadline passed Jan. 12, leaving the future of CDA payroll uncertain for employees, including Executive Director Greg Smith. Following Tuesday’s action, the current payroll will be processed Friday. The CDA is scheduled to meet the following Tuesday.

In November, the CDA voted to enter a personal services contract with Smith rather than continuing his employment. The move would eliminate the need for the Port to manage payroll as a fiscal agent, but the contract remained unsigned as of the CDA’s Dec. 17 meeting.

Commissioner Joel Peterson, who also chairs the CDA board, expressed concern about late payments. Commissioner Rick Stokoe agreed but voiced frustration with the CDA’s delays.

“How many times are we going to be asked to pick that up?” Stokoe said.

Commissioner Kelly Doherty noted this was the fifth time the deadline has been extended.

“You have no guarantee what’s going to happen at the next meeting,” Doherty said. “It’s just never-ending.”

The board voted 3-1 to move the deadline to Friday, with Doherty dissenting. Although Commissioner John Murray voted for the extension, he said he would be a “hard no” on any future requests.

Irrigon set to launch business incubator to boost local economy

William Albert, Apple Valley News Now Jan 22, 2026 Updated Jan 22, 2026

The Brief

- *The City of Irrigon received \$1 million in federal grant funding from the U.S. Small Business Administration for a new small business incubator project*
- *The facility will house three to four business tenants with shared facilities to keep startup costs low for entrepreneurs*
- *Construction on the first phase is expected to be completed by December*

IRRIGON, Ore. — The City of Irrigon is set to launch a small business incubator project designed to grow its local economy and help entrepreneurs who cannot afford traditional brick-and-mortar locations.

The project, identified as a priority in the city's five-year strategic plan, received \$1 million in federal grant funding from the U.S. Small Business Administration in 2022, with assistance from the Port of Morrow. Additional local funding comes from the Columbia River Enterprise Zone, which generates economic development dollars from large industrial projects like data centers, wind and solar facilities rather than local taxes.

"An incubator is to help a business or an individual get started so that they can grow, because one of the hardest things to do is to start brick and mortar," said Aaron Palmquist, City Manager for the City of Irrigon. "That's the physical makeup of land and structure, and that is very costly. We made application in this program for women, minorities, and other individuals who are less fortunate."

The building will be smaller than originally planned due to rising construction costs, but it will still house three to four business tenants, along with shared facilities designed to keep costs low for startups. The city will contribute an additional \$300,000 to \$400,000 to the project.

"We had to cut some things back because the economy of scale of everything went up," Palmquist said. "So we received a million dollars, and the city will be putting in about three to four hundred thousand dollars."

City officials say the incubator represents the first step in a long-term effort to turn Irrigon into its own economic hub. The goal is to attract essential services that would keep residents local instead of traveling to nearby cities like Hermiston or the Tri-Cities for basic needs.

"What if someone wanted to come open up a dental office? It's a small business, and it keeps people local instead of driving to Hermiston or the Tri-Cities," Palmquist said.

Residents have expressed interest in businesses like laundromats, salons and other essential services. While the city doesn't yet know which businesses will move into the incubator, leaders say supporting small business growth is key to long-term economic stability.

"The strength of America is small business," Palmquist said. "If we want to see stabilization and economic growth and development in Irrigon, that's some of our small businesses. That's the framework we're going to be looking at."

City leaders say the incubator is designed to keep investment, services and opportunity local. The first phase of construction on the incubator project is expected to be completed by December.

<https://elkhornmediagroup.com/emily-collins-named-interim-cda-director-umatilla-county-lawsuit-resolved/>

Emily Collins named interim CDA director; Umatilla County lawsuit resolved

By Griffin Beach on Friday, January 30th, 2026

MORROW/UMATILLA COUNTY – The Columbia Development Authority board capped an eventful week Friday by appointing Emily Collins as interim executive director, and finalizing a settlement to a long-standing legal dispute with Umatilla County.

The Executive Director Position

The board unanimously approved Collins' appointment at an annual salary of \$118,800. Collins previously served as the CDA's project coordinator under Greg Smith, who resigned unexpectedly during the board's regularly scheduled meeting Tuesday.

Smith's departure forced the board to pivot from negotiating a personal services agreement with Smith to establishing a formal process for filling his vacancy. Following Friday's appointment, the board indicated it will operate with a single employee; no discussions have been held regarding a replacement for the project coordinator role.

Right before Friday's CDA meeting, the Port of Morrow held a special meeting to address acting as the CDA's fiscal agent. The Port agreed to continue providing payroll services through March 16, provided the CDA reimburses all costs.

The Port's previous deadline for acting as fiscal agent had expired Jan. 21. While some Port commissioners had previously indicated they would oppose another extension, officials acknowledged Friday that Smith's resignation created a change in circumstances. The extension passed with Commissioner Kelly Doherty casting the lone dissenting vote.

The CDA is currently applying for an Oregon business identification number, a move that will allow the agency to manage its own payroll in the future.

Bringing an End to the Lawsuit

The board completed the final requirements of a settlement in the Umatilla County lawsuit against the CDA.

The board voted to amend the March 2024 decision that had transferred all CDA economic development land to the Ports of Morrow and Umatilla. That original decision sparked the lawsuit, which has now been resolved by returning specific sections of economic development land to Umatilla County and the Confederated Tribes of the Umatilla Indian Reservation.

State releases 1st progress report for E. Oregon Nitrate Reduction Plan

By East Oregonian, February 2, 2026

Report outlines progress on the state's response, long-term strategies to reduce groundwater nitrate concentration

SALEM — The state of Oregon on Friday, Jan. 30, released the first annual progress report for the Nitrate Reduction Plan for the Lower Umatilla Basin Groundwater Management Area, or LUBGWMA.

The plan outlines the state's key strategies to reduce groundwater nitrate concentrations to less than 7 milligrams per liter in the area and protect public health in the immediate term, according to a press release from the state.

“State agencies in 2025 prioritized permitting oversight improvements, facility infrastructure upgrades and operational changes to reduce nitrate contamination risks in groundwater and drinking water sources,” according to the press release. “A phased implementation approach enables facilities to transition practices while agencies monitor progress toward long-term groundwater protection.”

According to the state, the plan represents an unprecedented collaborative effort across four state agencies — the Oregon Department of Environmental Quality, Oregon Department of Agriculture, the Oregon Water Resources Department and Oregon Health Authority — working with the U.S. Environmental Protection Agency, the Confederated Tribes of the Umatilla Indian Reservation, Morrow and Umatilla counties, local governments, businesses, residents, and community groups.

Highlights of the report include:

ODA made significant progress towards establishing new groundwater protection rules for irrigated agriculture operations in the LUBGWMA, engaging a rules advisory committee, filing proposed rules and completing the public comment process, including multiple public outreach events and hearing opportunities.

DEQ required and enforced wastewater permit conditions that better protect groundwater, including the phasing out of winter irrigation, expanded monitoring and reporting, and infrastructure upgrades. OWRD launched a comprehensive backflow education and inspection program to ensure a functioning backflow device was installed on irrigation systems that use groundwater and inject chemicals or fertilizers into the irrigation system.

OWRD conducted more than 750 inspections at 660 sites throughout the LUBGWMA. At the beginning of the irrigation season, nearly none of the inspected irrigation systems were fully in compliance. By the end of September, more than 99% of these sites were in compliance.

OHA in 2025 hired a bilingual local coordinator, streamlined meetings based on partner feedback and expanded Spanish-language engagement spaces to strengthen LUBGWMA partnerships. OHA increased funding to local health departments for water sampling and opened a new grant cycle for community organizations.

The state also stressed in announcing the report that cleaning up the area's groundwater nitrate contamination will take decades, with no simple or quick solutions.

Nitrate contamination is a problem for rural communities across Oregon and the entire nation. The most common sources of nitrate contamination are fertilizer, manure, septic systems and wastewater that travels through soil and into groundwater.

The most effective and feasible way to clean up groundwater contamination of this scale is to control the sources of pollutants so that, over time, clean water cycles into the groundwater system, diluting and eventually replacing contaminated water.

The full 2025 report of the Oregon Nitrate Reduction Plan for the Lower Umatilla Basin Groundwater Management Area is available online.

<https://lubgwma.org/wp-content/uploads/2026/01/Oregon-LUBGMWA-Annual-Report-2025.pdf>