

**PORT OF MORROW
REGULAR COMMISSION MEETING**

Riverfront Center, #2 Marine Drive Boardman,



January 20, 2026

3:00 p.m.

AGENDA

Zoom meeting information is available on our website.



**Regular Commission Meeting
January 20, 2026, 3:00pm
2 Marine Dr., Boardman, OR 97818**

- I. CALL TO ORDER AND INTRODUCTIONS**
 - *CONFLICTS OF INTEREST DECLARATIONS***
- II. ELECTION OF PORT OF MORROW COMMISSION OFFICERS FOR 2026**
- III. PUBLIC COMMENT PERIOD**
- IV. CONSENT AGENDA**
 - A. December 10, 2025 Regular Commission Meeting Minutes**
- V. LEGISLATIVE UPDATES**
- VI. OLD BUSINESS**
 - A. CDA Update – Settlement Agreement**
 - B. WIFIA Update**
 - C. CWSRF Update**
 - D. Morrow County Clean Water Consortium Update**
 - E. SIP IGA with County**
 - F. Commissioner Appointment**
 - G. Other**
- VII. NEW BUSINESS**
 - A. 2026 Membership Board Appointments**
 - B. Resolution 2026-01 – Trail Use Immunity Opt-In for Special Districts**
 - C. Port/County IGA – CDA South Trail**
 - D. Property Lease – Fire Department**
 - E. 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**

AGENDA

Zoom meeting information is available on our website.



D. Other

X. FOR THE GOOD OF THE ORDER

XI. UPCOMING EVENTS:

February 5-8		SDAO Annual Conference – Seaside
February 11 th	1:30pm	POM Regular Commission Meeting
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 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>

**Regular Commission Meeting Minutes
December 10, 2025 – 1:30 pm
2 Marine Drive, Boardman, Oregon 97818**

I. CALL TO ORDER AND INTRODUCTIONS

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

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

Staff Present: Lisa Mittelsdorf, Eileen Hendricks, Mark Patton, Brandy Warburton, Jeff Montgomery, Jacob Cain, Tim Patton, Marcine Brangham, Jason Hendricks, Anna Browne, Angel Aguilar, and Erika Morton

Visitors Present: Jerry Reitman, Mike Gorman, Torrie Griggs, Karen Pettigrew, Mike Hughes, (Chamber intern)

By Zoom Meeting: (Staff) Dori Drago
(Guests) Kyla Baumgartner, Marty Broadbent, Sam Tucker, Griffin Beach, Brandon S., John Doherty, Aaron Palmquist, Ryann Gleason, Gordon McKenzie, Jordann Krouse, Carla McLane, Brandon Hammond, Heidi, Kim Cutsforth, MC Planning, Oregon, Ethan Salata

Conflict of Interest Declarations - None Declared

II. PUBLIC COMMENT PERIOD – Mike Highes, Boardman Fire Chief, offered to provide a litigation update during the CDA update if desired.

III. CONSENT AGENDA

A. November 12, 2025, Regular Commission Meeting Minutes

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

Joel Peterson – Yes

John Murray - Yes

Rick Stokoe - Yes

Kelly Doherty – Yes

IV. LEGISLATIVE UPDATES

A. State – Ryann gave the state legislative update. The bill request deadline was November 21. We are expecting to see budget reductions during this session. We will be keeping an eye on anything that could affect the Port. Another big 2026 issue could be the potential

repeal of HB 3115 regulating camping of houseless individuals. Opponents of the transportation package have collected signatures to put the bill out for a vote to the people. Governor Kotek has announced her intent to run for reelection. Legislative Days are January 13-15, 2026. Session begins February 2, 2026. John asked if the bill pertaining to ports and SIPs would be coming forward, and Ryann said she has not heard that it will.

V. OLD BUSINESS

- A. **CDA Update** – Joel gave an update regarding the CDA budget, payroll, and fiscal agent. He emphasized that he'd like to see each and every CDA policy reviewed and voted on.

a. **Payment of Bills** – Umatilla County has agreed to pay 1/5 of the legal bills. Eileen remarked that the only continuing payment that the Port has made was payroll.

b. **Land Use Proposals** – John said we will revisit this item after the first of the year.

- B. **WIFIA Update** – Eileen stated our application was approved several months ago but there have been a number of delays including the government shutdown. We are still waiting for final numbers for secondary treatment. The process is moving forward slowly.

- C. **CWSRF Update** – Eileen said we applied and were approved for \$50 million. Mark said final plans will be done in April. There may be an option to refund short-term financing through the state.

- D. **Morrow County Clean Water Consortium Update** – Kelly said the December meeting was cancelled. She and Matt will be meeting with the mayor and city council in Irrigon.

[John asked for forgiveness and if we could rewind to the CDA to allow Mike Hughes to speak. Mike provided a brief update on litigation regarding fire service coverage for CDA property. There is a hearing date in February.]

- E. **Morrow County Update – Mike Gorman** – Mike gave a presentation regarding Morrow County Taxes and answered questions.

- F. **SIP/Enterprise Zone – Mike Gorman** – Mike gave a second presentation about the similarities and differences between enterprise zones and strategic investment programs (SIP) and answered questions.

John thanked Mike for the information and recessed the meeting for a five-minute break.

- G. **Commissioner NDA** – With no new information, John stated we can move this to next month.

- H. **Real Estate Transactions** – Mark announced that we will finally be closing on 61.7 acres east of Internet Way. We were given permission from the commission to negotiate and

execute in August 2024. We can discuss terms in executive session if there are questions before a motion is made.

I. Other

No other old business was discussed at the time.

VI. NEW BUSINESS

- A. Commissioner Resignation** – Danny Kerns has resigned effective immediately. John referred to Danny’s letter included in the packet and commended his integrity. There was discussion regarding the process of replacing his position.

Kelly made the motion to approve Danny Kern’s resignation, effective immediately. Rick seconded the motion. No further discussion was had. The motion passed unanimously.

Joel Peterson – Yes

John Murray - Yes

Rick Stokoe - Yes

Kelly Doherty – Yes

The commission will advertise and request letters of interest that will be due on January 31, 2026, with candidate interviews to follow. The intent would be to appoint a replacement at February’s meeting.

B. Resolution 2025-15 – Employee Handbook Update

Rick made the motion to approve Resolution 2025-15, A Resolution of the Port of Morrow Board of Commissioners Adopting the Updated Port of Morrow Personnel Policies and Procedures Handbook. Joel seconded the motion. No further discussion was had. The motion passed unanimously.

Joel Peterson – Yes

John Murray - Yes

Rick Stokoe - Yes

Kelly Doherty – Yes

- C. January Commission Meeting – Change Date** – Lisa stated she has a conflict and asked if the meeting could be early on the 6th. Eileen remarked that there may be a challenge with getting the packet ready that quickly due to the holiday hours. The commission decided to reschedule the meeting to January 22, 2026.

- D. City of Irrigon CREZ III Area of Influence Update Request** – The commission discussed the letter from the City of Irrigon. and Lisa recommended a letter of support to the CREZ III board.

Kelly made the motion to support the area of influence for the City of Irrigon and send a

letter to the CREZ III IGA. Rick seconded the motion. There was a discussion regarding the area of influence and zone boundaries. Aaron Palmquist clarified that this is simply a request regarding adding an area of influence. The motion passed unanimously.

Joel Peterson – Yes

John Murray - Yes

Rick Stokoe - Yes

Kelly Doherty – Yes

E. Other

No other new business was discussed at the time.

VII. STAFF REPORTS

A. Project Updates – Mark and Jacob gave updates for projects, including flood mitigation in Heppner, Terminal 1 dredging, Farm 3 lagoon, Farm 4 lagoon, the Kunze feeder line, and the surface water treatment plants. Mark remarked that a tour needs to be scheduled.

B. Maintenance Update – Tim gave the maintenance update while Erika showed photos.

Angel briefly talked about the SAGE Center & Event Center while photos of the Winter Market were being shared.

C. Financial Update – Eileen gave the financial update.

D. Usage Reports – The commissioners reviewed the usage reports in the packet.

E. Other

No other staff reports were discussed at the time.

VIII. OTHER REPORTS

A. WCVEDG – None present. They had requested to share the year-end report and it is in the packet for review.

B. BCDA – Torrie gave an update for BCDA. They hope to break ground on the pickleball court this spring. It is funded through MCURD and Amazon. The incubator project is heading into the design phase.

C. ICABO – Jerry said the sewer project is going well. The school has been connected. He commented the CREZ funds have gone a long way in supporting and making this project possible. It will make long-term planning for housing expansion possible.

D. Other – Lisa said the federal earmarked money we were seeking for the Ione incubator project has been declined.

Aaron gave an update regarding the Irrigon incubator project. They hope to break ground in June.

IX. FOR THE GOOD OF THE ORDER – None given.

X. UPCOMING EVENTS:

December 12	5:30 PM	POM Employee Holiday Party
January 20	3:00 PM	POM Regular Commission Meeting (rescheduled)
February 5-8		SDAO Annual Conference, Seaside
April 20-23		PNWA Mission to Washington (rescheduled)

XI. EXECUTIVE SESSION

John recessed the regular session at 4:35 PM and read the following statement.

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 reconvened the regular session at 5:53 PM.

Joel said that he is not available at the originally January rescheduled date. The meeting was rescheduled again for Tuesday, January 20, 2025, at 3:00 PM.

Joel made the motion to approve the specialty crop agreement as presented and authorize Lisa to negotiate and 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

Kelly made the motion to authorize Lisa to negotiate and finalize the facilities agreements for Farm Six. 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

Joel made the motion to amend/change the previous authorization for Lisa to negotiate and sign the sale of 140 acres to 61.6 acres in East Beach. 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

Rick made the motion to contribute \$10,000 to IPNG for a study. Joel seconded the motion. There was no further discussion. The motion passed unanimously.

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

Submitted by:

John Murray, Commission President

Lisa Mittelsdorf, Executive Director

INTERGOVERNMENTAL AGREEMENT FOR MANAGEMENT OF STRATEGIC INVESTMENT PROGRAM

THIS INTERGOVERNMENTAL AGREEMENT (IGA) is made and entered into pursuant to Oregon Revised Statute (ORS) Chapter 190 by and between Morrow County (County) and the Port of Morrow (Port), hereafter referred to as the "Parties." This IGA is for the purpose of establishing a governance framework for receipt and approval of applications, supervision, management, and implementation of Strategic Investment Program (SIP) projects that will be located within the boundaries of the Port of Morrow. Governance actions shall be consistent with the provisions of ORS 285C.600 to ORS 285.635, and ORS 307.123. Each party to this agreement has the following common objectives:

- Provide more jobs in new and existing industries for all residents.
- Increase the diversity of the economy, reducing the effect of economic fluctuations in single industries.
- Increase diversification of job opportunities, to provide workers greater choice for advancement.
- Raise the general level of income of residents.
- Expand the tax base to share the costs of providing schools, public improvements, and other local government services.

Now, therefore, in consideration of the above and the mutual covenants set forth below, the Parties agree as follows:

I. Management by Strategic Investment Board.

- Duties of Strategic Investment Board: The duties of Strategic Investment Board shall include those required by law as outlined in ORS 285C.600 to ORS 285.635, ORS 307.123, and Oregon Administrative Rules Chapter 123, Division 623.
- SIP Staff: Strategic Investment Board may engage a SIP Manager, County Assessor, legal counsel, necessary staff, and other services deemed necessary by Strategic Investment Board. _____ will act as the Fiscal Agent for the SIP.
- Application Fees: Application fees for SIP projects are paid directly to Business Oregon. If Strategic Investment Board establishes other application fees as allowed by ORS 285C to be paid by applicants, those will be paid directly to Strategic Investment Board. Application fees will be used to support the business of Strategic Investment Board, including but not limited to, support of staff and services required to administer the SIP.
- Consideration of Applications: Strategic Investment Board shall receive and consider SIP applications. SIP policies adopted by Strategic Investment Board will provide guidance to applicant companies as to how offers should be submitted and the local objectives of the SIP.
- Negotiations: Strategic Investment Board shall negotiate the terms of SIP requests as allowed by SIP statutes and administrative rules that govern the statewide program and County SIP governance provisions, and is authorized to conditionally approve or deny a SIP application (SIP Project) subject to approval by the Port as required by ORS 285C.609.

Deleted: the County

Deleted: the County

Deleted: the County

Deleted: The County

Deleted: the County

Deleted: The County

Deleted: the County

Deleted: the County

Deleted: the County

Deleted: The County

Deleted: the County

Deleted: The County

II. Applicant Payments and Related Obligations.

- Community Services Fee (CSF): For each year of the SIP Exemption Period, the company proposing a SIP Project is required to pay to Strategic Investment Board a CSF in an amount equal to 25% of

Deleted: the County

the property taxes that would, but for the exemption pursuant to a SIP Agreement, be due with respect to the exempt property included in the SIP Project in each assessment year, but not exceeding the maximum fee allowed by statute in any year. The CSF will be calculated pursuant to ORS 285C.609(4)(b)(B). Both Parties will participate fully in the CSF.

Deleted: The Port

- B. Ad Valorem Property Taxes. For each year of the SIP Exemption Period, pursuant to ORS 307.123, property taxes will be paid with respect to the Non-Exempt Portion of the SIP Project to Strategic Investment Board in accordance with ORS 311.505.

Deleted: the County

- C. Negotiated Additional Fees. If the SIP Agreement includes additional negotiated fees, the Parties agree that the Parties will each be paid 50% of the funds received by Strategic Investment Board.

Deleted: the Port

Deleted: the County

- D. Strategic Investment Board Cost of Preparation of SIP Agreement. If the SIP Agreement includes payments for the cost of preparation of the SIP Agreement, the Parties agree that all such payments shall be made to Strategic Investment Board.

Deleted: County

Deleted: the County

- E. Permit Fees. A SIP Applicant will pay all standard building permit and other permit fees related to the SIP Project to Morrow County Building Department.

Deleted: the County

- F. Payments Generally. The payments made by the SIP Applicant described in this Section shall be made payable to Strategic Investment Board and delivered to the Morrow County Assessor.

Deleted: Morrow County

111. Amendments.

Amendments to this Intergovernmental Agreement may be initiated by either party.

Should any term or provision of this Intergovernmental Agreement be affected by changes in state law or administrative rule, or determined unlawful by a court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected and shall remain in effect.

IV. Termination.

This Intergovernmental Agreement terminates upon the expiration of any SIP approved during its existence.

Either party may request to amend this IGA upon not less than 90 days prior written notice. Any pending SIP applications shall be approved under this IGA, but new SIP applications submitted after 90 days will be considered under the amended IGA, if applicable.

V. Mediation and Arbitration.

Any dispute or claim that arises out of or that relates to this agreement, or to the interpretation or breach thereof, or to the existence, validity, or scope of this agreement or the arbitration agreement, shall be resolved by arbitration in accordance with the then effective arbitration rules of the Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The parties acknowledge that mediation helps parties settle their disputes, and a condition precedent to arbitration is to propose mediation through the Arbitration Service of Portland. Mediation and Arbitration shall be held in Morrow County.

VI. Notices.

All notices and communications relating to this IGA shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, delivered by express courier service, or sent by email, delivery confirmation receipt requested. Such notices or communications shall be effective upon receipt if hand delivered, 3 business days after mailing if sent by mail, 1 business day after dispatch if sent by express courier, or upon confirmation of receipt of delivery if sent by email. Notices shall be sent to the following addresses:

~~If to~~ **Morrow County:**

Morrow County Assessor
PO Box 247
Heppner, OR 97836

Email: _____

Deleted: Lf

Deleted: the County

~~If to~~ **Port:**

Port of Morrow
PO Box 200
Boardman, Oregon 97818

Email: _____

Deleted: ■ to the

Deleted: 2 East marine Drive

~~IN WITNESS W~~HEREOF, the Parties, by their respective duly authorized representatives, have executed this Intergovernmental Agreement. This Intergovernmental Agreement can be executed in parts and is effective on the date the last Party signs. Either Party may terminate this IGA upon giving not less than 180 days written notice to the other Party.

Deleted: IN WITNESS

Deleted: W

Morrow County Board of Commissioners

David Sykes, Chair

Dated: _____

Deleted: _____

Jeff Wenholz, Commissioner

August Peterson, Commissioner

Port of Morrow

John Murray, President

Dated: _____

Deleted: _____

ATTEST:

Joel Peterson, Secretary

**INTERGOVERNMENTAL AGREEMENT FOR
CREATION AND MANAGEMENT OF THE
MORROW COUNTY STRATEGIC
INVESTMENT PROGRAM INCLUDING
APPOINTMENT OF THE BOARD OF
DIRECTORS AND
DUTIES OF THE BOARD**

Deleted: COLUMBIA RIVER
ENTERPRISE ZONE III

THIS INTERGOVERNMENTAL AGREEMENT (IGA) is made and entered into pursuant to Oregon Revised Statute (ORS) Chapter 190 by and between Morrow County and the Port of Morrow hereafter referred to as the "Entities". Governance actions shall be consistent with the provisions of ORS 285C.600 to ORS 285.635, and ORS 307.123. This IGA is for the purpose of creating and establishing a Board of Directors which will manage the Morrow County Strategic Investment Program (SIP). Each party to this agreement has the following common objectives:

Deleted: Each "Entity" is also a Sponsor as defined by ORS 285C.050(19).

Deleted: Columbia River Enterprise Zone III

Deleted: CREZ III

- Provide more jobs in new and existing industries for all of our residents.
- Increase the diversity of the economy, reducing the effect of economic fluctuations in single industries.
- Increase diversification of job opportunities, to provide workers greater choice for advancement.
- Raise the general level of income of residents.
- Expand the tax base to share the costs of providing schools, public improvements and other local government services.

The Entities desire to create an intergovernmental entity which will govern, supervise, manage and implement the operation of the SIP to fulfill the objectives as listed above.

Deleted: CREZ III

The name of this intergovernmental entity shall be the SIP Board of Directors, hereinafter referred to as the Board.

Deleted: CREZ III

I. Organization of the Board:

A. Appointment of Individuals to the Board of Directors:

To accomplish the objectives set forth in this Intergovernmental Agreement, the SIP shall be governed by a Board of Directors comprised of six (6) directors. Each board member shall have one (1) vote. Each Entity shall appoint three (3) directors, at least one (1) of which shall be an elected official, to serve on the Board. The board will determine voting approval based on majority rule (4 of 6 members vote affirmative).

Deleted: CREZ III

Each entity shall appoint its members of the Board, including alternate members and replacement members, for such terms and under such conditions as each Entity deems appropriate. Each Board member serves at the pleasure of the Entity which appoints them. It shall be the responsibility of each Entity to arrange for an alternative Board member in case of their absence.

out?

Commented [LM1]: OUT?

Commented [LM2R1]: OUT?

Commented [LM3R1]: OUT?

Deleted: Boundaries for determining specific and local municipality (City) involvement or voting authority will be determined by designated area of influence around each city, as described in map identified at Exhibit B. When a project is in a City's area of influence as identified in Exhibit B, the Intergovernmental Agreement attached as Exhibit C shall be the governing management agreement for the CREZ III (i.e. if the project is in the Boardman area of influence, then the IGA with Boardman will be the managing agreement).

Deleted: Columbia River Enterprise Zone III

Deleted: of 8

B. Selection and Duties of the Board's Chair and Vice-Chair:

The Board of Directors shall elect a Chair, and Vice-Chair to serve in the Chair's

Morrow County Strategic Investment Program - Intergovernmental Agreement

absence, at the first meeting of the Board and thereafter in January of each year. The Chair shall conduct the meetings of the Board and assume such other duties and responsibilities as are delegated to them by the Board, but shall have no greater voting rights than any other Board member. The Vice-Chair shall preside over meetings in the absence of the Chair.

II. Management of the Board:

A. Duties of the Board:

B. The duties of Strategic Investment Board shall include those required by law as outlined in ORS 285C.600 to ORS 285.635, ORS 307.123, and Oregon Administrative Rules Chapter 123, Division 623, as listed below.

- Notify the Oregon Business Development Department, the County Assessor and the Department of Revenue of the appointed Strategic Investment Program Manager.
- Provide enhanced local public services, local incentives and local regulatory flexibility to authorized or qualified business firms.
- Review and approve or deny applications for authorization.
- Assist the County Assessor in administering the property tax exemption and in performing other duties assigned to the Assessor under pertinent statute or rule.
- Maintain, implement and periodically update a plan for marketing the SIP to include strategies for retention, expansion, start-up and recruitment of eligible business firms.
- Manage the SIP in accordance with governing statute.
- Maintain a record of property within the SIP and manage boundary changes to accommodate business opportunities.
- Develop and maintain policies by which the SIP Board will operate when negotiating with businesses and share those policies with other partners in the Strategic Investment Program.
- Conduct, as needed or requested, annual reporting of activity within the SIP for the County Assessor or the Oregon Business Development Department.

C. Strategic Investment Program Staff: The Board may engage on its own or through a sponsor organization the following staff: Strategic Investment Program Manager, County Assessor and legal counsel.

1. Selection and Duties of the Strategic Investment Program Manager: The Board shall appoint an Strategic Investment Program Manager. Each member Entity shall ratify the nominee prior to appointment. The Strategic Investment Program Manager shall be advisory and serve in an ex-officio capacity at all Board meetings.

The duties of the Strategic Investment Program Manager shall include those required by law including the duties of the zone sponsor as outlined in ORS governing enterprise zones, as listed above, and such other duties and responsibilities as determined by the Board.

Additionally, the Strategic Investment Program Manager shall maintain the official documents and records of the SIP. These will include the minutes, agreements and orders produced by the Board. All documents will be

Formatted: Font: 11 pt

Formatted: List Paragraph, Right: 0.59", Space Before: 6.15 pt, Line spacing: Multiple 1.02 li, Numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.57" + Indent at: 0.82", Tab stops: 1.01", Left + 1.02", Left

Deleted: The duties of the Board shall include those required by law as outlined in ORS 285C governing enterprise zones

Deleted: Enterprise Zone Manager

Deleted: CREZ III

Deleted: CREZ III

Deleted: CREZ III

Deleted: CREZ III

Deleted: enterprise zone

Deleted: CREZ III

Deleted: Enterprise Zone

Deleted: Enterprise Zone Manager

Deleted: Enterprise Zone Manager

Deleted: Enterprise Zone Manager

Deleted: Enterprise Zone Manager

Deleted: Enterprise Zone Manager

Deleted: Enterprise Zone Manager

Deleted: CREZ III

Deleted: Columbia River Enterprise Zone III

Deleted: of 8

maintained in a secure fire-safe location to be determined by the Board.

2. Duties of the County Assessor:

The County Assessor may be a Board member, but also provides essential duties for the Board in their role as County Assessor. The Board looks to the County Assessor, or their designee, for information and data related to the assessment and taxation of various industries and companies that engage in the various tax abatement programs administered under this IGA. Additionally, the County Assessor is responsible for billing based on company agreements and receipt of funds on behalf of the Board to assure payment amounts corresponds to the agreement and the billing. Funds would then be forwarded to the Fiscal Agent.

3. Selection and Duties of Legal Counsel:

The Board may have need to engage the services of an attorney to provide legal counsel for any number of reasons, including but not limited to, agreements with businesses, amendments to this Intergovernmental Agreement, and agreements governing how Strategic Investment Program collected monies will be spent. Use of legal counsel shall be authorized on a case by case basis by the Board.

Deleted: Enterprise Zone

4. Selection and Duties of Fiscal Agent:

The Board will determine a Fiscal Agent to hold funds for use by the Board. The Fiscal Agent will be responsible for maintaining both the application fees and the company paid funds. Additionally, the Fiscal Agent will be responsible for distributing both the applications fee and the company paid funds as directed by Order(s) passed by the Board.

D. Meetings of the Board:

1. Meeting Schedule:

Meetings of the Board may be called by the Strategic Investment Program Manager, Chairman or any four (4) directors.

Deleted: Enterprise Zone Manager

Notice of general meetings shall be provided by email to each Director and interested individuals in a timely manner, generally more than seventy-two (72) hours prior to the meeting. Notice of special meetings shall be given to each director and interested individuals by email at least twenty-four (24) hours prior to the meeting.

The location of such meeting(s) shall be in Morrow County, Oregon and designated within the meeting notice. Meetings will generally be held at the Port of Morrow facilities in Boardman, however meetings can be held in alternate Morrow County locations. Telephonic or other alternate electronic device(s) options will be available, when requested, to facilitate attendance of all Directors.

2. Public Meetings Process:

Meetings of the Board are considered "Public" as defined by ORS 192 and shall be noticed as such. Negotiations with companies may be done under the Executive Session criteria found at ORS 192.660. Executive Sessions shall be announced at the beginning, citing the statutory allowance, and

Deleted: Columbia River Enterprise Zone III

Deleted: of 8

after closure a statement shall be made concerning the outcome.

Notice shall be provided to the media and other interested parties of all meetings held.

Minutes shall be taken by the Strategic Investment Program Manager.

A quorum shall be constituted when four (4) directors, 2 from each entity, are present in person, by alternate, by telephone or by other alternate electronic device(s) and when each Entity is represented at a meeting at which notice is properly given. Any member may waive the notice requirement either by writing or by appearing at the meeting. Any decision made during a meeting attended by a quorum of members must be by the majority of the board not the majority of the quorum present.

OUT?

III. Powers of the Board:

The entities delegate to the board the powers set forth below and as provided in this agreement.

A. Application Fees:

The Board will establish a schedule of application fees as allowed by ORS 285C to be paid by applicants. Said application fees will be used to support the business of the Board, including but not limited to, support of the Strategic Investment Program Manager, legal counsel as needed, meeting support and necessary supplies.

B. Applications:

The Board, through the Strategic Investment Program Manager, shall receive and review requests for tax abatement from eligible businesses. The intent is to act promptly on applications deemed complete by the Strategic Investment Program Manager and finalize negotiations within 90 days.

Policies adopted by the Board will provide guidance to applicant companies as to how offers should be submitted and the local objectives of the Strategic Investment Program program.

C. Negotiations:

The Board shall negotiate the terms of any Strategic Investment Program request as allowed by Strategic Investment Program rules that govern the statewide program, and is authorized to approve or deny a tax exemption request extending benefits to authorized companies beyond the standard three (3) years, and enter into the binding agreement. This Intergovernmental agreement grants authority for binding agreements with authorized companies, and as such, each Sponsor entity will adopt resolutions consistent with the SIP Board decision to secure Business Oregon approval of the applications.

Recommendations and requests from affected Special Districts of potential impacts involving the service provided by said Districts, including but not limited to fire

Deleted: Enterprise Zone Manager

Deleted: ¶
When a project is in a city's area of influence as identified in Exhibit B:¶
A quorum shall be constituted when four (4) directors, 1 from each entity, are present in person, by alternate, by telephone or by other alternate electronic device(s) and when each Entity is represented at a meeting at which notice is properly given. Any member may waive the notice requirement either by writing or by appearing at the meeting.

Formatted: Indent: Left: 0"

Deleted: Enterprise Zone Manager

Deleted: Enterprise Zone Manager

Deleted: Enterprise Zone Manager

Deleted: enterprise zone

Deleted: enterprise zone

Deleted: enterprise zone

Deleted: take such action as required by applicable law on rule...

Deleted: Columbia River Enterprise Zone III

Deleted: of 8

protection and public safety, may be considered.

Policies guiding negotiations will also be adopted to achieve transparency and to maintain consistency in the negotiations process. Adopted policies will be aligned with Strategic Investment Program rules that govern the statewide program.

D. Distribution of Fees:

Company paid fees will be distributed by the Board of Directors, including city if applicable project is in an area of influence as depicted on attached Exhibit B with the following considerations:

- Distribution will be consistent with company agreements when applicable.
- Distribution will be done at least annually.
- Distribution in future years does not have to reflect distribution patterns set in previous years.
- Distribution will be carried out by the Fiscal Agent based on Order(s) passed and approved.
- Distribution formulas for community or economic development groups will use the Portland State University population numbers.
- Distribution of funds is only done during a meeting that the full board is represented. In addition to the above requirement, at least two affirmative votes from each entity shall be required to pass a motion regarding distribution of funds.
- If at least two affirmative votes are not cast from each entity and the motion fails, nothing shall prevent the Board from attempting to distribute said money in a future vote.
- If an agreement for distribution cannot be reached, the Board shall vote to indicate that an impasse has been reached and the motion shall specifically identify the funds that are subject to the impasse and the source of those funds.
- If Entities cannot agree to distribution, once per year any remaining funds will be divided on a pro rata basis based on the tax rate existing at the time of the distribution, and shall include tax rates of the Morrow County tax code for the location of the enterprise project that the funds originate from.

IV. Amendments:

Amendments to this Intergovernmental Agreement may be initiated by the Board or by any Sponsor Entity with written notice to the other Sponsor Entities. Proposed amendments to the Intergovernmental Agreement can only be adopted with approval of both Sponsor Entities.

Should any term or provision of this Intergovernmental Agreement be affected by changes in state law or rule; or be determined illegal by a court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected and shall remain in effect.

V. Termination:

~~This Intergovernmental Agreement terminates upon the expiration of any SIP approved during its existence.~~

~~Either party may request to amend this IGA upon not less than 90 days prior~~

Morrow County Strategic Investment Program - Intergovernmental Agreement

Deleted: enterprise zone

Deleted: ¶

Formatted: Font color: Custom Color(RGB(15,15,15)), Condensed by 0.1 pt

Formatted: Font color: Custom Color(RGB(15,15,15))

Formatted: Font color: Custom Color(RGB(15,15,15)), Condensed by 0.1 pt

Formatted: Font color: Custom Color(RGB(15,15,15))

Formatted: Font color: Custom Color(RGB(15,15,15)), Condensed by 0.1 pt

Formatted: Font color: Custom Color(RGB(15,15,15))

Formatted: Font color: Custom Color(RGB(15,15,15)), Condensed by 0.1 pt

Formatted: Font color: Custom Color(RGB(15,15,15))

Formatted: Font color: Custom Color(RGB(15,15,15)), Condensed by 0.1 pt

Formatted: Heading 1, Right: 0", Space Before: 0.05 pt, Line spacing: single, No bullets or numbering, Tab stops: 0.57", Left + 0.57", Left

Formatted: Font color: Custom Color(RGB(15,15,15))

Formatted: Font color: Custom Color(RGB(15,15,15)), Condensed by 0.1 pt

Formatted: Font color: Custom Color(RGB(15,15,15))

Formatted: Font color: Custom Color(RGB(15,15,15)), Condensed by 0.1 pt

Formatted: Font color: Custom Color(RGB(15,15,15))

Formatted: Font color: Custom Color(RGB(15,15,15)), Condensed by 0.1 pt

Formatted: Font color: Custom Color(RGB(15,15,15))

Formatted: Font color: Custom Color(RGB(15,15,15)), Condensed by 0.1 pt

Formatted: Font color: Custom Color(RGB(15,15,15))

Formatted: Font color: Custom Color(RGB(15,15,15)), Condensed by 0.1 pt

Formatted: Indent: Left: 0.57", No bullets or numbering

Deleted: Columbia River Enterprise Zone III

Deleted: of 8

written notice. Any pending SIP applications shall be approved under this IGA, but new SIP applications submitted after 90 days will be considered under the amended IGA, if applicable.

▼ If the Entities make application to continue the SIP, this Intergovernmental Agreement may need to be extended and/or may be reviewed and amended. Alternatively, should the Entities desire to terminate the Zone prior to its expiration the procedures outlined in Oregon Revised Statute and Oregon Administrative Rule shall be followed.

Company paid funds will continue to be collected beyond the current life of the SIP. This Intergovernmental Agreement will continue to govern the distribution of those payments until all negotiated agreements are fulfilled, unless this Intergovernmental Agreement is replaced with a subsequent agreement to direct those company paid fees according to statute and rule governing the statewide Strategic Investment Program program.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Intergovernmental Agreement. This Intergovernmental Agreement can be executed in parts and is effective on the date the last Sponsor Entity signs.

<SIGNATURES> _____

Deleted: This Intergovernmental Agreement as it governs negotiations with eligible firms terminates upon the Expiration of the CREZ III designation as provided in the 2020 Director's Confirmation of Positive Determination dated October 2, 2020. The date the CREZ III expires is June 30, 2025.¶

Deleted: CREZ III

Deleted: CREZ III

Deleted: enterprise zone

Formatted: Tab stops: 4.22", Left

Deleted: Columbia River Enterprise Zone III

Deleted: of 8

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 Consortium	Kelly and Lisa are voting members

PORT OF MORROW

RESOLUTION NO.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.

WHEREAS, Port of Morrow a port district organized under ORS Chapter 777 (the “District”), constructs and maintains trails and other structures, both on District-owned property and in public easements or unimproved rights-of-way, within the District’s geographic boundaries in and around Morrow County, Oregon; and

WHEREAS, the District encourages (1) property owners to grant easements for public trail use and (2) private groups and their volunteers to construct and maintain trails and other structures in public easements or unimproved rights-of-way; and

WHEREAS, ORS 105.672 to 105.688 provides certain immunities from liability for owners of publicly or privately owned land (as well as to holders of easements on such land) who allow such land to be used, without charge, for recreational purposes; and

WHEREAS, ORS 105.668(2) provides that a personal injury or property damage resulting from use of a trail that is in a public easement or in an unimproved right of way, or from use of structures in the public easement or unimproved right of way, by a user on foot, on an equine or on a bicycle or other nonmotorized vehicle or conveyance does not give rise to a private claim or right of action based on negligence against: (1) a city with a population of 500,000 or more, (2) the officers, employees or agents of the city to the extent the officers, employees or agents are entitled to defense and indemnification under ORS 30.285, (3) the owner of land abutting the public easement or unimproved right-of-way in the city, or (4) a nonprofit corporation and its volunteers for the construction and maintenance of the trail or the structures in a public easement or unimproved right of way; and

WHEREAS, ORS 105.668(3) allows cities with a population of less than 500,000 to opt into the trail use immunity by ordinance, resolution, rule, order or other regulation; and

WHEREAS, 2025 Oregon Laws Chapter 220, Section 1 (SB 179) amended ORS 105.668(3) to extend these opt-in rights to any “Local government,” as defined in ORS 174.116, including any port district organized under ORS Chapter 777; and

WHEREAS, the public uses the District’s trails for recreational purposes includes, but is not limited to, outdoor activities such as hunting, fishing, swimming, boating, camping, picnicking, hiking, walking, running, or bicycling, nature study, outdoor educational activities, waterskiing, winter sports, viewing or enjoying historical, archaeological, scenic or scientific sites or volunteering for any public purpose project as well as for non-recreational purposes (e.g., commuting); and

WHEREAS, the District believes it is important to protect and support the activities of the District, property owners, community groups, and volunteers that make trails available for public use; and

WHEREAS, the District desires to adopt the immunity from liability provided under ORS 105.668 to further the public interest by protecting and supporting the efforts and activities of the District, property owners, and other parties who construct and maintain trails and make such trails as well as unimproved right of ways available for public use.

NOW, THEREFORE, the Port of Morrow Commission resolves as follows:

1. Findings. The above-stated findings contained in this Resolution No. 2026-01 (this "**Resolution**") are hereby adopted.
2. Limitation on Liability. Pursuant to ORS 105.668(3), the District hereby adopts the limitation on liability provided under ORS 105.668(2). Without otherwise limiting the generality of the immediately preceding sentence, a personal injury or property damage resulting from use of a trail that is in a public easement or in an unimproved right of way, or from use of structures in the public easement or unimproved right of way, by a user on foot, on an equine or on a bicycle or other nonmotorized vehicle or conveyance does not give rise to a private claim or right of action based on negligence against any of the following: (a) the District; (b) the officers, employees or agents of the District to the extent the officers, employees or agents are entitled to defense and indemnification under ORS 30.285; (c) the owner of land abutting the public easement or unimproved right of way in the District; or (d) a nonprofit corporation and its volunteers for the construction and maintenance of the trail or the structures in a public easement or unimproved right-of-way. For purposes of this Resolution, "structures" means improvements in a trail, including, but not limited to, stairs and bridges, that are accessible by a user on foot, on equine or on a bicycle or other nonmotorized vehicle or conveyance; "unimproved right-of-way" means a platted or dedicated public right of way over which a street, road or highway has not been constructed to the standards and specifications of the local government with jurisdiction over the public right of way and for which the local government has not expressly accepted responsibility for maintenance.
3. Exceptions. This Resolution does not grant immunity from liability: (a) except as provided in Section 2(b), to a person that receives compensation for providing assistance, services or advice in relation to conduct that leads to personal injury or property damage; (b) for personal injury or property damage resulting from gross negligence or reckless, wanton, or intentional misconduct; or (c) for an activity for which the actor is strictly liable without regard to fault.
4. Severability; Effective Date. For purposes of this Resolution, the singular includes the plural, and the plural includes the singular; the word "or" is not exclusive, and the words "include," "includes," and "including" are not limiting. Any reference to a particular law, statute, rule, regulation, code, or ordinance includes the law, statute, rule, regulation, code, or ordinance as now in force and hereafter amended. The provisions of this Resolution are severable. If any section, subsection, sentence, clause, or portion of this Resolution is for any reason held invalid,

unenforceable, or unconstitutional, such invalid, unenforceable, or unconstitutional section, subsection, sentence, clause, or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, or constitutionality of the remaining portion of this Resolution. This Resolution will be in full force and effect from and after its approval and adoption.

[Remainder of page blank.]

ADOPTED by the Board of Directors of the District on this 20th day of January, 2026.

Commission President

Attest:

Commission Secretary

INTERGOVERNMENTAL AGREEMENT FOR PRESERVATION OF SOUTH TRAIL

This Intergovernmental Agreement to transfer long-term protection and preservation of the South Trail to the Port if South Trail property is transferred to the Port of Morrow by Morrow County or the Columbia Development Authority (this “Agreement”), and is entered into between Port of Morrow (“Port”), an Oregon port district organized under ORS chapter 777 or 778, and Morrow County (“County”), a political subdivision of the State of Oregon.

RECITALS:

WHEREAS, the Columbia Development Authority (“CDA”) is currently in the process of conveying and redeveloping certain real property located within Morrow County, Oregon (the “Property”); and

WHEREAS, situated within the Property are certain historic resources, specifically including the area known as the “South Trail” (hereinafter the “Historic Site”), which holds cultural and historical significance requiring long-term protection; and

WHEREAS, Morrow County has previously coordinated with the CDA regarding the preservation strategies for the Historic Site to ensure compliance with relevant state and federal historic preservation laws; and

WHEREAS, if the Property containing the Historic Site is transferred to the Port, the obligations for the protection, maintenance, and preservation of the Historic Site need also transfer to the Port; and

WHEREAS, upon such transfer, the Port desires to acquire the Property and is willing to assume the obligations for the protection, maintenance, and preservation of the Historic Site; and

WHEREAS, the County and the Port desire to enter into this Agreement pursuant to ORS 190.010 to clarify responsibilities and ensure the perpetual protection of the South Trail immediately upon its conveyance to the Port.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

AGREEMENT:

1. CONDITION PRECEDENT The obligations set forth in this Agreement are contingent upon the successful closing of the real estate transaction transferring the Property containing the South Trail from either Morrow County or the CDA to the Port. If said transfer does not occur, this Agreement shall be null and void.

2. ASSUMPTION OF RESPONSIBILITY Effective upon the recording of the deed transferring the Property to the Port, the Port agrees to assume full and sole responsibility for the

Historic Site. The County hereby relinquishes, and the Port hereby accepts, the role of primary steward for the South Trail.

3. OBLIGATIONS OF THE PORT OF MORROW The Port agrees to assume the long-term protection and preservation of the Historic Site as stated Attachment A of this Agreement.

4. RELEASE AND INDEMNIFICATION

- **4.1 Release:** Upon the effective date of this Agreement, the Port releases the County from any future financial or physical obligation regarding the maintenance or preservation of the South Trail.
- **4.2 Indemnification:** To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the Port agrees to defend, indemnify, and hold harmless the County, its officers, agents, and employees from any claims, liabilities, demands, or causes of action arising out of or related to the Port's ownership, maintenance, or management of the South Trail following the transfer of the Property.

5. TERM AND TERMINATION

- **5.1 Term:** This Agreement shall be effective upon execution and shall run perpendicularly with the land, as the obligation to preserve the Historic Site is continuous.
- **5.2 Termination:** Given the perpetual nature of the historic preservation obligation, this Agreement may not be terminated for convenience. It may only be modified or terminated by the mutual written consent of both parties, provided that an alternative mechanism for the preservation of the South Trail is established and approved by relevant state authorities.

6. GENERAL PROVISIONS

- **6.1 Governance:** This Agreement is governed by the laws of the State of Oregon. Any venue for legal action regarding this Agreement shall be in the Circuit Court of Morrow County.
- **6.2 Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, whether written or oral.
- **6.3 Recording:** The parties agree that a Memorandum of this Agreement may be recorded in the Deed Records of Morrow County, Oregon, to provide notice of the perpetual preservation obligations attached to the South Trail.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be binding and effective for all purposes as of the signing by all parties.

Port:
Port of Morrow,
an Oregon port district organized under
ORS chapter 777 or 778

County:
Morrow County,
a political subdivision of the State of Oregon

By: _____

By: _____

Dated: _____

Dated: _____

**AMENDMENT #1
to the
PROGRAMMATIC AGREEMENT**

**Among the Department of the Army, Oregon State Historic Preservation Officer, Advisory
Council on Historic Preservation, Columbia Development Authority, and Confederated
Tribes of the Umatilla Indian Reservation
Regarding the Transfer of a Portion of the Former
Umatilla Chemical Depot, Oregon**

WHEREAS the Programmatic Agreement (“the Agreement”) was executed in December 2013; and

WHEREAS the Department of the Army (“Army”) carried out its Phase 1b Archaeological Survey under stipulation (A)3 of the Agreement at the former Umatilla Chemical Depot (“UMCD”). The survey results were provided to all consulting parties including the Oregon State Historic Preservation Officer (“SHPO”), Columbia Development Authority (“CDA”), and Confederated Tribes of the Umatilla Indian Reservation (“CTUIR”), as well as a local community advocacy group, Oregon Trail Advocates (“Trail Advocates”) in draft form in 2016 and 2018. The Addendum to Archaeological Field Investigations for Base Realignment And Closure (“BRAC”) Land Parcels Leaving Federal Ownership at Umatilla Chemical Depot, Morrow and Umatilla Counties, Oregon, was provided to the parties in July 2019; and

WHEREAS, in accordance with stipulation (A)4 of the Agreement, the Army identified the South Trail (35UM497) and the North Trail (35UM498) archaeological sites as historic properties that are eligible for listing in the National Register of Historic Places (“NRHP”) under both Criteria A and D as contributing elements of the Oregon National Historic Trails (NHT). The South Trail is an alternate cut-off route from Cottonwood Bend to Coyote/Boardman, Oregon, while the North Trail is an alternate cut-off route from Cottonwood Bend to Irrigon, Oregon. Each trail was a significant historic route for westward settlement. These historic trails located on UMCD have been recorded on multiple historical maps and have been used up to modern times. They are significant local and national resources that retain integrity of location, design, setting, materials, feeling, and association; and

WHEREAS, in accordance with stipulation (A)4 of the Agreement, the Army and SHPO identified the site of the 1944 UMCD Igloo Accident archaeological site as a historic property that is eligible for listing in the NRHP under both Criteria A and D, its eligibility determined by an event that had a significant impact on the region and local community; and

WHEREAS, in accordance with stipulation (C)2 of the Agreement, the Army identified Coyote Coulee as a Historic Property of Religious and Cultural Significance to an Indian Tribe (“HPRCSIT”) that is eligible for listing in the NRHP as it was a traditionally used travel route, hunting location, and traditional plant gathering area of the CTUIR, Coyote Coulee's identification and location is not shown on the Exhibits to this PA Amendment to protect the historic property in accordance with NHPA Section 304 (a)(3); and

WHEREAS, as a result of the Army's determination that the undertaking will have an Adverse Effect on the South Trail, the North Trail, Coyote Coulee, and the 1944 UMCD Igloo Accident site (collectively the “Properties”), in accordance with stipulation (D) of the Agreement, the parties have consulted to determine appropriate measures to avoid, minimize or mitigate adverse effects to the Properties; and

WHEREAS, the Army invited the CDA to be a signatory to this Amendment, as the CDA is the intended recipient of most of the Property (9,539.45 out of 9648.72 acres) transferring out of federal ownership (see **Exhibit A**), which includes the aforementioned NRHP eligible properties. The Army, CDA, and CTUIR shall be responsible for executing stipulations within this amendment as listed below; and

WHEREAS, the remaining 109.27 acres will transfer to Federal Highway Administration and then to the Oregon Department of Transportation, and are not subject to this PA Amendment; and

WHEREAS, the CDA and CTUIR executed a Memorandum of Agreement on July 31, 2019 to transfer 4,019.1 acres and manage certain respective portions of the Property area designated in the Redevelopment Plan as the "Wildlife Refuge" for the purpose of preservation and restoration of the natural shrub-steppe habitat and wildlife habitat resources, in accordance with applicable laws and regulations, including the Umatilla Depot Wildlife Refuge, as zoned by Umatilla and Morrow counties; and

WHEREAS, the Army invited the CTUIR to be a signatory to this Amendment, because the CTUIR has responsibilities with regards to two historic properties as stipulated below in Sections C and D. These historic properties are contained within the 4,019.1 acres the CTUIR will receive from the CDA; and

WHEREAS, after 18 months of discussions with the consulting parties, the Army determined that including a protective covenant with the conveyance of the Property to the CDA could not be accomplished. On August 21, 2018, the Army notified the SHPO of its decision to mitigate the adverse effects of portions of the Property leaving federal control and convey the Property to the CDA without a deed covenant. In coordination with the SHPO, ACHP, CDA, and CTUIR, the Army proposed a comprehensive mitigation package in accordance with stipulations (A) through (G) of this Amendment, to avoid, minimize, or mitigate potential adverse effects. The signatories to this Amendment hereby agree that the undertaking shall be implemented in accordance with the below stipulations; and

WHEREAS, to address concerns regarding the long-term protection and preservation of historic properties on the Property after transfer to CDA, the CDA coordinated with the Board of Commissioners for Morrow County, Oregon and the Board of Commissioners of Umatilla County, State of Oregon, which each passed resolutions to assume perpetual responsibility to maintain, protect, and preserve the South Trail (Morrow County) and 1944 Igloo Site (Umatilla County).

NOW THEREFORE, in accordance with stipulation (G) of the Agreement, the Army, SHPO, and ACHP agree to *amend* the Agreement as follows:

STIPULATIONS

Resolution of Adverse Effects:

Archaeological sites that have not been identified as eligible for listing in the NRHP, will not merit further treatment or protection by the Army. Archaeological sites that have been identified as eligible for listing in the NRHP (see **Exhibit B**) and are adversely affected shall be mitigated in the following manner:

(A) General Army Actions:

1. The Army will provide a total of seven (7) interpretive panels including: one (1) panel about the South Trail, one (1) panel about the North Trail, one (1) panel about the 1944 UMCD Igloo Accident, one (1) panel about UMCD history, one (1) panel about Native American history and prehistory at UMCD, one (1) panel about Coyote Coulee. All but two of the panels will be installed near the South Trail. The panel for the 1944 UMCD Igloo Accident will be installed at that specific site. The purpose and exact location of the seventh panel will be determined by Army and SHPO.
 - a. Specifications for each interpretive panel shall include:
 - i. A requirement that each interpretive panel range in size from 2ft. X 3ft. up to 4ft. X 6ft.
 - ii. Each panel shall be constructed of durable materials appropriate for the environment, designed to last no less than 10 years, and of professional quality.
 - iii. Each panel must be prepared by persons that possess the skills of a qualified historian, architectural historian, cultural resource specialist, exhibit specialist/graphic artist and by an organization that has experience in designing and manufacturing like panels of professional quality.
 - b. The Army, in consultation with the SHPO and CTUIR, shall at Army's sole expense, develop a portable interpretive exhibit to include photographs and historic narrative and establish a program geared toward education and awareness of UMCD's prehistory, history and archaeological properties. The portable exhibit shall be available to institutions around the State of Oregon and in southern Washington State. The exhibit will incorporate the historic context and criteria of eligibility to explain the history and significance of these historic properties. The new interpretive exhibits will be available to the public for a minimum of five (5) years. At the end of 5 years, the display will be provided to the Umatilla County Museum & Heritage Station.
 - c. The Army, in consultation with the SHPO, CDA, and CTUIR, shall develop brochures regarding UMCD's prehistory, history and archaeological properties in Adobe Acrobat pdf files. The brochures will be made available to the U.S. Army Corps of Engineers (Seattle District), the CTUIR and CDA to post on their respective websites.

(B) South Trail (35UM497)

1. The Army agrees, at Army's sole expense, to start and complete all applicable stipulations (below) within eighteen (18) months following the date of Army and CDA's closing on conveyance/transfer of the Property:
 - a. The Army will conduct a Light Detection and Ranging (LiDAR) survey of the entire South Trail located on the property to be conveyed out of federal control, which meets the United States Geological Survey (USGS) LiDAR Base Specifications version 1.2, November 2014. The resultant data will be provided

to consulting parties in the form of electronic imagery and a final report which interprets the findings of the survey. The South Trail is identified in **Exhibit B**.

- b. The Army will provide ten (10) signs that reference state cultural resource protection laws to the CDA to be installed at locations on the interpretive segment of the South Trail (600 ft. length x 500 ft. width of the South Trail) to be agreed upon between Army, SHPO, CDA, and the CTUIR.
2. The CDA shall manage, maintain, protect and preserve the interpretive segment of the South Trail in accordance with applicable Oregon law, regulations, Morrow County zoning ordinances for so long as CDA owns the property on which the interpretive segment of the South Trail located. Pursuant to the Resolution of Morrow County attached hereto as **Exhibit C**, Morrow County shall, following CDA's acquisition of the Property and the completion of the stipulations in this section, assume ownership of the interpretive segment of the South Trail, and thereafter shall manage, maintain, protect, and preserve it in accordance with the terms and obligations of this Section (B)(2) in perpetuity. The CDA also agrees, at CDA's sole expense, to start and complete all applicable stipulations (below) within eighteen (18) months following the date of Army and CDA's closing on the Property:
 - a. The CDA will survey the 600 ft. length x 500 ft. width of the South Trail (interpretive segment of the South Trail) and develop a legal description of the segment to be preserved by CDA. The CDA will provide the survey and legal description to the U.S. Army Corps of Engineers, Seattle District, Army, SHPO, CTUIR, and Morrow County.
 - b. For the purpose of public safety, the CDA, in coordination with SHPO and Army, may enclose an interpretive segment of the South Trail with protective measures (i.e., strategically located boulders, natural berms).
 - c. For purpose of interpretation, the CDA shall provide to the signatory parties aerial stills photographs of the entire length of the South Trail and will consider local support to complete this action.
 - d. The CDA will provide Americans with Disabilities Act ("ADA") compliant parking and on-site public amenities (i.e., public benches, tables), all located outside the 500 ft. buffer zone of the interpretive segment of the South Trail. CDA's mitigation will also include an ADA compliant platform located at an existing knoll as depicted on a map of the South Trail segment as identified in **Exhibit B**.
 - e. The CDA will develop and upload the content for the NEXT EXIT HISTORY app for the South Trail, in coordination with signatory parties.

(C) North Trail (35UM498)

1. The Army agrees, at Army's sole expense, to start and complete all applicable stipulations (below) within eighteen (18) months following the date of Army and CDA's closing on the conveyance/transfer of the Property.
 - a. The Army will conduct a LiDAR survey of the entire North Trail located on the Property to be conveyed out of federal ownership, which meets the United States Geological Survey (USGS) LiDAR Base Specifications version 1.2, November 2014. The resultant data will be provided to the signatory parties in the form of electronic imagery and a final report which interprets the findings of the survey. The North Trail is identified in **Exhibit B**.
2. The CDA agrees, at CDA's sole expense, to start and complete all applicable stipulations (below) within eighteen (18) months following the date of Army and CDA's closing on the conveyance/transfer of the Property:
 - a. For the purpose of interpretation, the CDA will provide aerial still photographs to signatory parties of the entire length of the North Trail and will consider local support to complete this action.
3. The CTUIR agrees, at CTUIR's own expense, to manage, maintain, protect and preserve the North Trail in accordance with CTUIR's Historic Preservation Code, applicable tribal law, and Umatilla County zoning ordinances. The CTUIR also agrees, at CTUIR's sole expense, to start and complete the following stipulations within eighteen (18) months following the date of Army and CDA's closing on the conveyance/transfer of the Property.
 - a. The CTUIR shall utilize GPS coordinates and survey the entirety of the North Trail to document the exact location of the North Trail being transferred to the CTUIR and develop a legal description. CTUIR will provide the survey and legal description to U.S. Army Corps of Engineers (Seattle District), SHPO, CDA, and Umatilla County.

(D) Coyote Coulee

1. The Army agrees, at Army's sole expense, to start and complete all applicable stipulations (below) within eighteen (18) months following Army and CDA's closing on the conveyance/transfer of the Property.
 - a. The Army in consultation with CTUIR, the U.S. Army Corps of Engineers (Seattle District), SHPO and CDA will develop the boundaries of Coyote Coulee and a legal description from existing data and surveys. The Army will provide the boundary and legal description to SHPO, CDA, CTUIR, and Umatilla County.
2. The CDA

- a. The CDA shall adhere to the following stipulations for that portion of the Coyote Coulee remaining in CDA ownership following CDA's transfer of 4,019.1 acres to CTUIR.
 - b. The CDA shall manage, maintain, protect and preserve that portion of Coyote Coulee remaining in CDA ownership in accordance with applicable Oregon law, regulations, and Umatilla County zoning ordinances, for so long as CDA owns the land on which its part of Coyote Coulee is located.
 - c. With the exception of the "Dernil Parcel," the CDA will, and except as permitted by and in accordance with Umatilla County zoning ordinances, refrain from development within the boundary of that portion of Coyote Coulee remaining in CDA ownership.
3. The CTUIR agrees, at CTUIR's sole expense, to start and complete all applicable stipulations (below) within eighteen (18) months following the date of Army and CDA's closing on the conveyance/transfer of the Property.
 - a. The CTUIR's Historic Preservation Code, as well as all other applicable laws, shall be followed and enforced with respect to Coyote Coulee.

(E) 1944 UMCD Igloo Accident

1. The Army agrees, at Army's sole expense, to start and complete all applicable stipulations (below) within eighteen (18) months following Army and CDA's closing on the conveyance/transfer of the Property.
 - a. Army will include two (2) signs that reference state cultural resource protection laws, the placement of which shall be coordinated with signatory parties.
2. The CDA agrees, at its own expense, to manage, maintain, protect and preserve the site of the 1944 UMCD Igloo Accident in accordance with Oregon law, local law, Umatilla County zoning ordinances, so long as CDA owns the property on which the site is located. Pursuant to the Resolution of Umatilla County attached hereto as **Exhibit D** Umatilla County shall assume responsibility for the 1944 Igloo Accident site, and its perpetual maintenance, protection and preservation from and after CDA acquires the Property on which the 1944 UMCD Igloo Accident Site is located. Prior to any transfer of the fee simple interest in all or any portion of the 1944 UMCD Igloo Accident Site to any third party, CDA shall execute and record in the Official Records of Umatilla County any declaration, easement, or other instrument necessary to allow Umatilla County to enter onto the Property and perform the obligations set forth in the Section (E)(2) in perpetuity.
 - a. The CDA shall preserve an area of the sites measuring 1,200 ft. length x 275 ft. width and include one shelter, two standing igloos and associated berms. The 1944 UMCD Igloo Accident site will be surrounded by a 4 ft. high fence at its entire perimeter with a single entry gate.
 - b. The CDA will survey the location of the 1944 UMCD Igloo Accident site, develop a legal description and provide the survey and legal description to the

U.S. Army Corps of Engineers (Seattle District), the Army, SHPO, CDA, CTUIR, Umatilla County. The 1944 UMCD Igloo Accident site is identified in **Exhibit B**.

(F) Procedure:

Within five (5) months of full execution of the PA amendment, the Army will provide to the consulting parties draft narratives for all interpretive materials.

Within nine (9) months of full execution of the PA amendment, the Army will confer with signatory parties for a period of no more than thirty (30) days to address comments for the final narratives for interpretive signs/panels and educational materials (portable interpretive exhibit and brochures). All narratives will be based on historical, archaeological, and ethnographic evidence, to include Tribal oral history. If there are conflicting interpretations, Army will work with the consulting parties to de-conflict a narrative. If that is not possible, the Army reserves the right to make a final determination on any narrative, which may include presentation of both interpretations, with attribution for each. The interpretive narrative will be provided to the consulting parties in Adobe Acrobat pdf format.

Within twelve (12) months of full execution of the PA amendment, the Army will provide production proofs to consulting parties for all interpretive signs and educational materials.

Within eighteen (18) months of full execution of the PA amendment, the Army will provide final narratives for each interpretive sign/panel to vendor for manufacture and distribution to the CDA for installation. Army will provide four (4) hard-copies of educational material exhibit and brochures to the Oregon Historical Society, and Umatilla County Museum & Heritage Station in Pendleton (Umatilla County Historical Society) for distribution or loan to other facilities.

Army will provide one (1) copy of the final work products described above, including narrative statements, interpretive signs/panels, and education materials, to: the consulting parties, the Oregon Army National Guard, Camp Umatilla, the Discovery Center in The Dalles, the Tamástslikt Cultural Institute in Pendleton, and the Oregon Trails Interpretive Center in Baker City, Oregon. Electronic versions of the signs, exhibits, brochures, maps, and photographs, will be provided to the consulting parties and the additional organizations listed.

(G) Development of Memorandum of Understanding for protection of historic properties in perpetuity

1. The Army, the CDA, and the CTUIR shall developed a Memorandum of Understanding (MOU) to specify the process and treatment of historic properties once the UMCD property is transferred and this PA expires. Umatilla and Morrow counties will also be signatories to the MOU. The MOU is attached as **Exhibit E**.
2. As specified in the attached MOU, the CDA shall initiate consultation with Umatilla and Morrow counties within 180 days of the transfer of UMCD property from the Army to CDA. The intent of the consultation in the MOU is to develop and execute binding instruments for subsequent transfer, easement, or license of or on the land containing historic properties. These instruments will contain the same requirements for the management, protection, and preservation of the South Trail and 1944 UMCD Igloo Accident Site as are specified in Stipulations B(2) and E(2), and the resolutions in **Exhibits C and D**, and in **Exhibit E**.

3. As specified in the July 31, 2019 agreement between the CDA and the CTUIR, and further in the attached MOU, both parties shall initiate the transfer and the acceptance of ownership of land containing historic properties within 180 days of the transfer of the UMCD property from the Army to the CDA. The CTUIR will manage the North Trail segment and a portion of the Coyote Coulee as is specified in Stipulations C(3) and D(3), and as incorporated in the attached MOU (**Exhibit E**).

Exhibits:

Exhibit A – UMCD Reuse Map

Exhibit B – UMCD Archaeological sites eligible for listing in the NRHP Map

Exhibit C – Morrow County Resolution

Exhibit D – Umatilla County Resolution

Exhibit E - Memorandum of Understanding

**AMENDMENT
to the
PROGRAMMATIC AGREEMENT**

**Among the Department of the Army, State Historic Preservation Officer, Advisory Council
on Historic Preservation, Columbia Development Authority, and Confederated Tribes of
Umatilla Indian Reservation
Regarding the Transfer of a Portion of the Former
Umatilla Chemical Depot, Oregon**

SIGNATURE PAGE

US ARMY

By:  Date 1 NOV 21
COL Phillip H. Lamb, Commander, Joint Base Lewis-McCord

**AMENDMENT
to the
PROGRAMMATIC AGREEMENT**

**Among the Department of the Army, State Historic Preservation Officer, Advisory Council
on Historic Preservation, Columbia Development Authority, and Confederated Tribes of
Umatilla Indian Reservation
Regarding the Transfer of a Portion of the Former
Umatilla Chemical Depot, Oregon**

SIGNATURE PAGE

OREGON STATE HISTORIC PRESERVATION OFFICER

By:  Date 09/27/21
Christine Curran, Deputy, State Historic Preservation Office

**AMENDMENT
to the
PROGRAMMATIC AGREEMENT**

**Among the Department of the Army, State Historic Preservation Officer, Advisory Council
on Historic Preservation, Columbia Development Authority, and Confederated Tribes of
Umatilla Indian Reservation
Regarding the Transfer of a Portion of the Former
Umatilla Chemical Depot, Oregon**

SIGNATURE PAGE

ADVISORY COUNCIL ON HISTORIC PRESERVATION

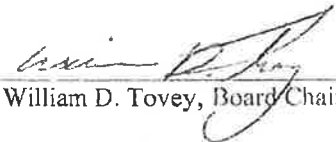
By:  Date 11/10/2021
Reid Nelson, Executive Director, Acting

**AMENDMENT
to the
PROGRAMMATIC AGREEMENT**

**Among the Department of the Army, State Historic Preservation Officer, Advisory Council
on Historic Preservation, Columbia Development Authority, and Confederated Tribes of
Umatilla Indian Reservation
Regarding the Transfer of a Portion of the Former
Umatilla Chemical Depot, Oregon**

SIGNATURE PAGE

COLUMBIA DEVELOPMENT AUTHORITY

By:  Date 
William D. Tovey, Board Chairman

**AMENDMENT
to the
PROGRAMMATIC AGREEMENT**

**Among the Department of the Army, State Historic Preservation Officer, Advisory Council
on Historic Preservation, Columbia Development Authority, and Confederated Tribes of
Umatilla Indian Reservation
Regarding the Transfer of a Portion of the Former
Umatilla Chemical Depot, Oregon**

SIGNATURE PAGE

CONFEDERATED TRIBES OF UMATILLA INDIAN RESERVATION

By: N. Kathryn Brigham Date: 10/13/21
N. Kathryn Brigham, Chair, Board of Trustees

EXHIBIT A
UMCD REUSE MAP

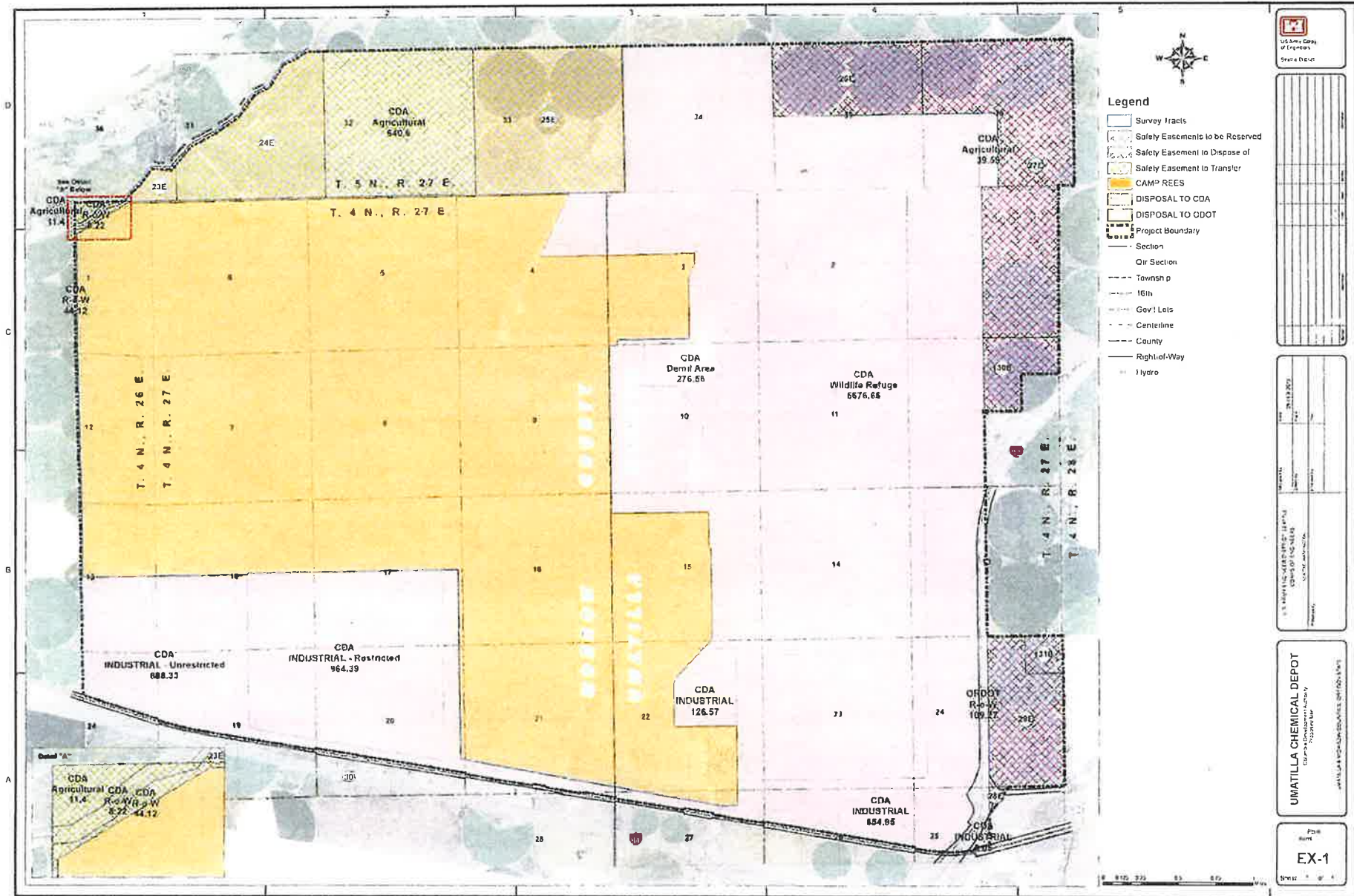


EXHIBIT B

UMCD Archaeological Sites Eligible for
listing in the NRHP Map

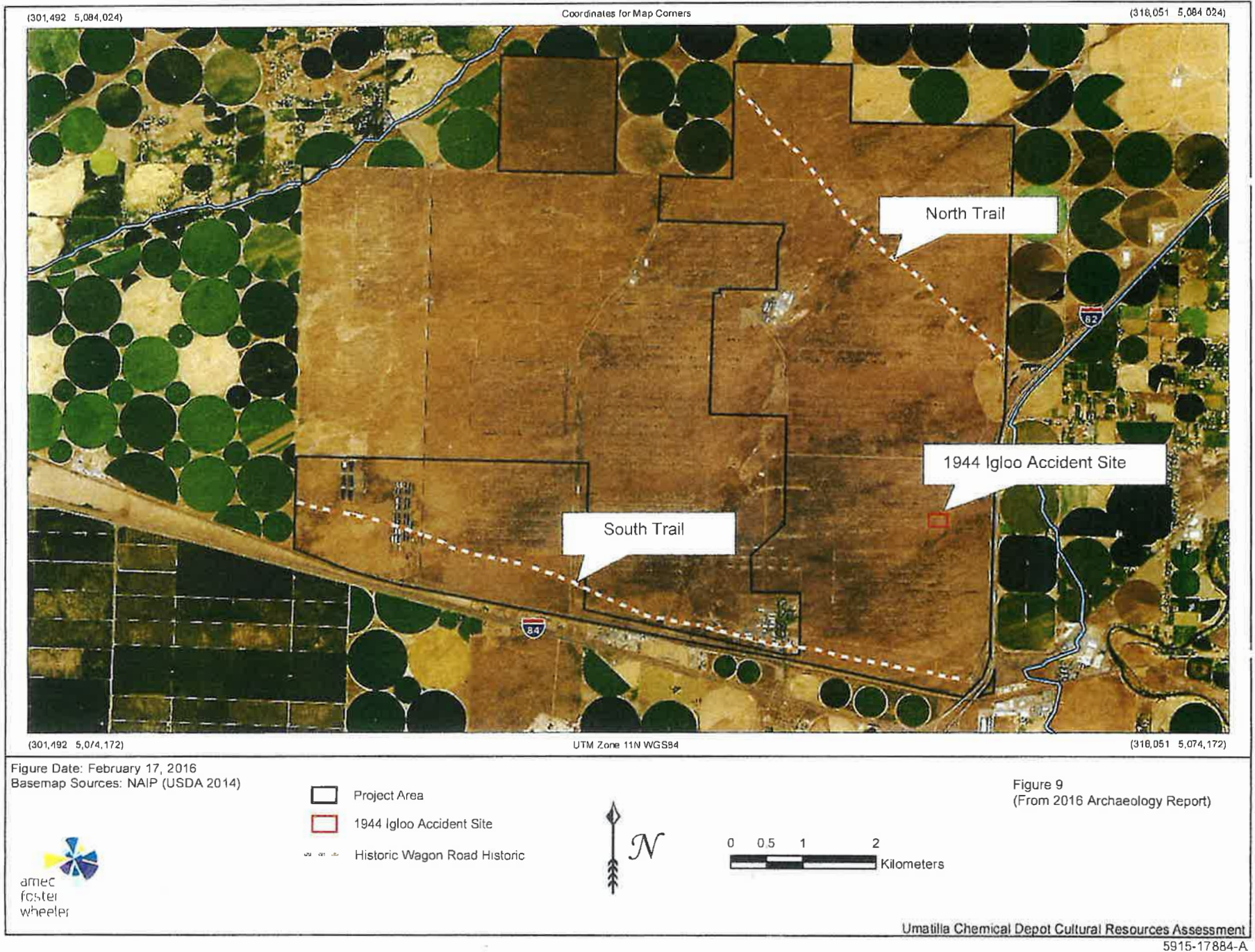


EXHIBIT C

MORROW COUNTY RESOLUTION

*Amendment #1 to the Programmatic Agreement Regarding the
Transfer of a Portion of the Former Umatilla Chemical Depot, Oregon*

**BEFORE THE BOARD OF COMMISSIONERS
FOR MORROW COUNTY, OREGON**

A Resolution in Support of Columbia	)	
Development Authority and commitment	)	RESOLUTION NO. R-2021- 4
To Preserve and Maintain South Trail	)	

WHEREAS, The Columbia Development Authority (“CDA”), the Board of Directors of which is comprised of representatives of Morrow County, Port of Morrow, Umatilla County, Port of Umatilla, and the Confederated Tribes of the Umatilla Indian Reservation, intends to acquire certain real property (the “CDA Acquisition”) commonly known as the Umatilla Chemical Depot (the “UMCD”) from the United States Department of the Army (the “Army”), a portion of which is located in Morrow County, Oregon, (such portion, the “Morrow Property”); and

WHEREAS, the CDA is a party to that certain Programmatic Agreement (the “Programmatic Agreement”) dated December 2013, by and among the CDA, Army, the Oregon State Historic Preservation Office (SHPO), the Advisory Council on Historic Preservation (ACHP); and

WHEREAS, as a condition to the CDA Acquisition, the CDA, Army, SHPO and ACHP, shall enter into an Amendment to the Programmatic Agreement (the “PA Amendment”); and

WHEREAS, under Section (B)2 of the PA Amendment, a portion of the trail located within Morrow County, commonly referred to in the PA Amendment as the “South Trail” is required to be maintained, protected and preserved, in perpetuity, from and after the date of the CDA Acquisition; and

WHEREAS, the CDA Acquisition and the subsequent development of the Morrow property located in Morrow County, together with the preservation of the South Trail, will benefit Morrow County economically and culturally; and

WHEREAS, in order to satisfy the conditions precedent to the CDA Acquisition, and to facilitate the development of the Morrow Property by CDA and other third parties following the CDA Acquisition, and to maintain the South Trail as a site of historical and cultural significance, Morrow County desires to assume responsibility for the South Trail, its perpetual oversight, semi-annual monitoring, and enforcement, if necessary, in accordance with Section (B)2 of the PA Amendment. Upon completion of the Army’s and CDA’s obligations with respect to the South Trail as specified in Section (B)2 of the PA Amendment, the CDA and Morrow County shall enter into an agreement for the sale and purchase of the South Trail on a date agreeable to both parties at a nominal rate; and

NOW THEREFORE BE IT RESOLVED that Morrow County shall assume perpetual responsibility to maintain, protect and preserve the South Trail, including parking area, ADA platform, tables and associated signage, in accordance with the terms and provisions of Section (B)2 of the PA Amendment and this Resolution.

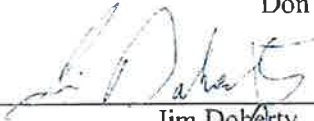
NOW THEREFORE, Resolution R-2021-2 is repealed by the passing of this superseding Resolution.

Dated this 26th day of February 2021

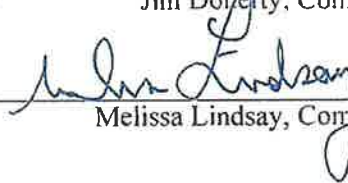
**MORROW COUNTY BOARD OF COMMISSIONERS
MORROW COUNTY, OREGON**



Don Russell, Chair



Jim Doherty, Commissioner



Melissa Lindsay, Commissioner

EXHIBIT D

UMATILLA COUNTY RESOLUTION

*Amendment #1 to the Programmatic Agreement Regarding the
Transfer of a Portion of the Former Umatilla Chemical Depot, Oregon*

UMATILLA COUNTY
RECORDS

STATE OF OREGON

protection and preservation of the 1944 UMCD Igloo Accident Site, in accordance with Section (E)2 of the PA Amendment.

NOW THEREFORE, the Umatilla County Board of Commissioners orders and resolves that from and after the CDA Acquisition, Umatilla County shall maintain, protect and preserve the 1944 UMCD Igloo Accident Site, in accordance with the terms and provisions of Section (E)2 of the PA Amendment.

DATED this 3rd day of February, 2021.

UMATILLA COUNTY BOARD OF COMMISSIONERS



George L. Murdock, Chair



John M. Shafer, Commissioner



Daniel N. Dorran, Commissioner



ATTEST:
OFFICE OF COUNTY RECORDS



Records Officer



EXHIBIT E

MEMORANDUM OF UNDERSTANDING

*Amendment #1 to the Programmatic Agreement Regarding the
Transfer of a Portion of the Former Umatilla Chemical Depot, Oregon*

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF THE ARMY AND THE COLUMBIA
DEVELOPMENT AUTHORITY AND THE CONFEDERATED TRIBES OF THE UMATILLA
INDIAN RESERVATION

AND
COLUMBIA DEVELOPMENT AUTHORITY AND THE COUNTIES OF UMATILLA AND
MORROW, OREGON**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered into by and between the United States Army ("Army"), the Columbia Development Authority ("CDA"), the Confederated Tribes of the Umatilla Indian Reservation ("CTUIR"), and the Counties of Umatilla and Morrow, Oregon ("Umatilla County" and "Morrow County"), and hereby provides as follows:

Whereas: The US Army Umatilla Chemical Depot ("UMCD") was selected for closure and transfer under Base Realignment and Closure Act of 2005 (Pub. Law 101-510) and the closure of UMCD was further refined under the National Defense Authorization Act FY2012, which prompted the Army to initiate National Historic Preservation Act ("NHPA") Section 106 consultation to consider the effects of the transfer of UMCD property on historic properties which are eligible for listing in the National Register of Historic Places (NRHP) out of federal ownership; and

Whereas: The Army identified four (4) historic properties including the South Trail (35UM497) and North Trail (35UM498) as contributing elements of the Oregon National Historic Trails; the 1944 UMCD Igloo Accident Site; and the Coyote Coulee, a historic property of religious and cultural significance to an Indian tribe; and

Whereas: The CDA has been identified as the legal recipient of the closed UMCD property, including the historic properties, and entered into the NHPA Section 106 consultation process as an invited signatory; and

Whereas: The CTUIR will be receiving some UMCD property, including two historic properties (North Trail segment and a portion of Coyote Coulee), from the CDA after transfer by the Army, and entered into the NHPA Section 106 consultation process as an invited signatory in order to provide input on the post-transfer protection and mitigation measures of the historic properties; and

Whereas: Morrow and Umatilla counties have signed resolutions for the maintenance, protection, and preservation, in perpetuity, of two historic properties (South Trail and the 1944 UMCD Igloo Accident Site) on UMCD property transferred to the CDA (**Exhibits C and D** of the PA Amendment); and

Whereas: The Advisory Council on Historic Preservation ("ACHP") and the Oregon State Historic Preservation Office ("SHPO") also participated in the Section 106 consultation process as signatories; and

Whereas: The Army, and signatories executed *Amendment No. 1 to the Programmatic Agreement Among the Department of the Army, Oregon State Historic Preservation Officer, Advisory Council on Historic Preservation, Columbia Development Authority, and Confederated Tribes of the Umatilla Indian Reservation Regarding the Transfer of a Portion of the Former*

Umatilla Chemical Depot, Oregon ("PA Amendment") on [insert date of execution by all parties], which included stipulations to mitigate the adverse effects of transfer of the historic properties out of federal ownership; and

Whereas: The Army obligations listed in Stipulations A through F of the PA Amendment contain the extent of Army responsibilities under Section 106 of the NHPA and no further actions by the Army under this MOU will be deemed necessary. The Army General Actions listed in Stipulation A and those Army responsibilities listed in Stipulations B, C, D, and E of the PA Amendment will be completed within 18 months of transferring the property to the CDA. The Army obligations listed in Stipulation F are required to be completed within 18 months of the full execution of the PA Amendment.

Now, therefore, the undersigned agree as follows:

PART 1. PURPOSE OF MEMORANDUM OF UNDERSTANDING

1.1 Purpose

- 1.1.1 This MOU acknowledges that the undersigned parties agree that the historic properties on the UMCD property should be maintained, protected, and preserved in accordance with stipulations of the PA Amendment until it expires. Once the PA Amendment expires, this MOU will carry forward the commitments and agreements in specific stipulations to manage and maintain the historic properties as stated below.

PART 2. CDA STIPULATIONS AND OBLIGATIONS

2.1 CDA Responsibilities

- 2.1.1 The CDA will transfer in fee title 4,019.1 acres of property to the CTUIR, as stated in the Memorandum of Agreement (MOA) between the CDA and the CTUIR (July 2019), and as specified in Stipulation D(2) of the PA Amendment, within 180 days of the transfer of the UMCD property from the Army to the CDA.
- 2.1.2 The CDA shall initiate consultation with Morrow County within 180 days of the transfer of the UMCD property from the Army to the CDA to develop and execute a binding instrument for the transfer of land containing historic properties to ensure the responsibility for the management, protection, and preservation of the South Trail are carried out as specified in Stipulation B(2) and the resolution in **Exhibit C** of the PA Amendment.
- 2.1.3 The CDA shall initiate consultation with Umatilla County within 180 days of the transfer of the UMCD property from the Army to the CDA, to develop and execute a binding instrument for the easement or license of land containing historic properties to ensure the responsibility for the management, protection, and preservation of the 1944 Igloo Accident Site are carried out as specified in Stipulation E(2) and the resolution in **Exhibit D** of the PA Amendment.
- 2.1.4 The CDA obligations listed in the above Stipulations of the PA Amendment and this MOU contain the extent of CDA actions and no further actions will be deemed necessary.

PART 3. CTUIR STIPULATIONS AND OBLIGATIONS

3.1 CTUIR Responsibilities

- 3.1.1 The CTUIR agrees to undertake the actions specified in Stipulations C(3) of the PA Amendment, including all internal procedures for accepting real property interests in the sites identified as the North Trail Segment and a portion of Coyote Coulee.
- 3.1.2 Accepting the real property interests shall be completed within 180 days of the CDA's obligations as specified in Sec. 2.1.1 of this MOU.
- 3.1.3 The CTUIR obligations listed in the above Stipulations of the PA Amendment and this MOU contain the extent of CTUIR actions and no further actions will be deemed necessary.

PART 4. MORROW COUNTY OBLIGATIONS

4.1 Morrow County Obligations

- 4.1.1 Consistent with Section 2.1.2 above, Morrow County shall consult with the CDA within 180 days of the transfer of the UMCD property from the Army to the CDA to develop and execute a binding instrument for the transfer of land containing the South Trail to ensure the responsibility for the management, protection, and preservation of the South Trail are carried out as specified in Stipulations B(2) and resolution in **Exhibit C** of the PA Amendment.

PART 5. UMATILLA COUNTY OBLIGATIONS

5.1 Umatilla County Obligations

- 5.1.1 Consistent with Section 2.1.3 above, Umatilla County shall consult with CDA within 180 days of the transfer of the UMCD property from the Army to the CDA, to develop and execute a binding instrument for the easement or license of land containing the 1944 UMCD Igloo Accident Site to ensure the responsibility for the management, protection, and preservation of the 1944 UMCD Igloo Accident Site are carried out as specific in Stipulation E(2) and the resolution in **Exhibit D** of the PA Amendment.

IN WITNESS THEREOF, the parties hereto have caused this MOU to be duly executed in duplicate as of the date of the last signature written below.

DEPARTMENT OF THE ARMY

A handwritten signature in black ink, appearing to read "P. H. Lamb", followed by a horizontal line.

COL Phillip H. Lamb
Commander, Joint Base Lewis-McCord

COLUMBIA DEVELOPMENT AUTHORITY

Donald Russell
Board Chairman

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

N. Kathryn Brigham, Chair
Board of Trustees

MORROW COUNTY

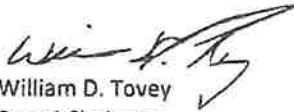
UMATILLA COUNTY

IN WITNESS THEREOF, the parties hereto have caused this MOU to be duly executed in
duplicate as of the date of the last signature written below.

DEPARTMENT OF THE ARMY

COL Phillip H. Lamb
Commander, Joint Base Lewis-McCord

COLUMBIA DEVELOPMENT AUTHORITY


William D. Tovey
Board Chairman

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

N. Kathryn Brigham, Chair
Board of Trustees

MORROW COUNTY


Don Russell, Chair
Morrow County Board of Commissioners

UMATILLA COUNTY


John M. Shafer
Umatilla County Commissioner

IN WITNESS THEREOF, the parties hereto have caused this MOU to be duly executed in duplicate as of the date of the last signature written below.

DEPARTMENT OF THE ARMY

COL Phillip H. Lamb
Commander, Joint Base Lewis-McCord

COLUMBIA DEVELOPMENT AUTHORITY

Donald Russell
Board Chairman

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

A handwritten signature in cursive script, reading "N. Kathryn Brigham".

N. Kathryn Brigham, Chair
Board of Trustees

MORROW COUNTY

UMATILLA COUNTY



Port of Morrow Commission Meeting 1-14-26

Port of Morrow Warehousing Monthly Report: December 2025

# of Employees	66
Starting Tonnage	73,126,869
Ending Tonnage	75,700,961
# of Pallets in Storage	43,257
Inbound Trucks	594 Year to date: 5,311
Outbound Trucks	776 Year to date: 5,785
Outbound Rail	29 Year to date: 334
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 December the warehouse handled 49.4 mil lbs. Down 18.0 million lbs. YOY

EOM Tonnage 75.7 mil. Up 682,798 lbs. YOY

Cooler is at 19.6 mil. Lbs. - Capacity 79% 7,839 pallets filled.

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

GMP-Audit received 960 out of 1,000.

Handled less product for the month of December, than we have in previous years and this is due to us receiving more totes from Lamb-Weston than case goods.

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

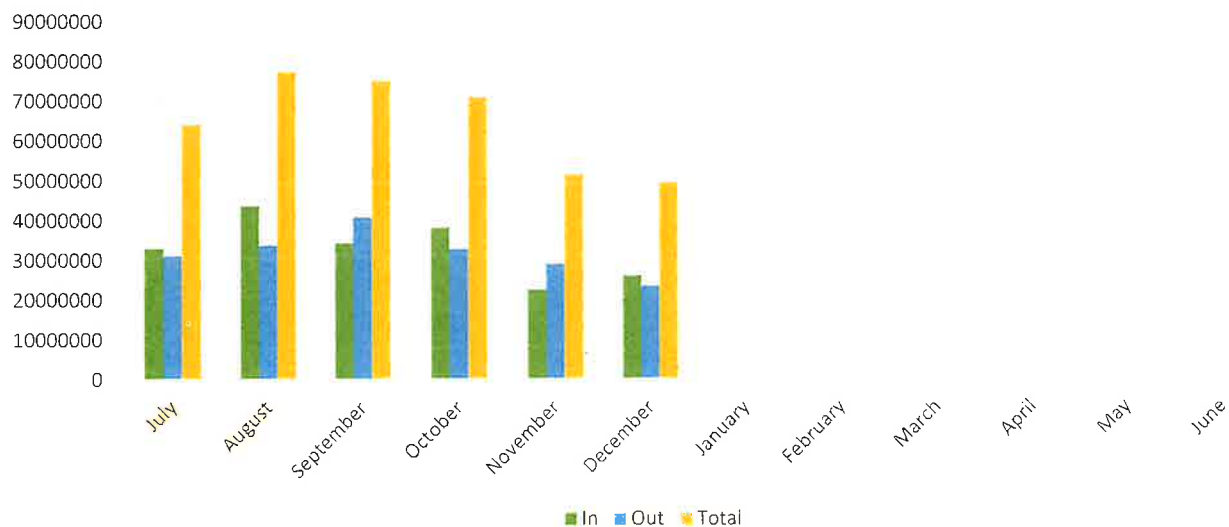
WFLO- Training we will be sending two employees to this in February 2026.

Preventive Controls Qualified Individual (PCQI) training for human food version 2. - Bob Barker and Marcine completed 20 hour training class.

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.

Tonnage Comparison FY26



SAGE CENTER & EVENT CENTER BOARDMAN, OR

Commission Report for December 2025 - TOTAL Count: 1,896

December General Summary

December was a strong and active month at the SAGE Center and Event Center, with **2,422 total event attendees, 689 museum visitors, and 184 students** participating in school and education visits. Educational programming remained robust, including **12 Think Big Space sessions** that engaged **237 students and 10 educators**, while staff also used the holiday period to reorganize and restock the classroom. Community programming continued to see positive engagement, with **SAGE Saturday drawing 49 participants** for a free slime activity and **Movie Saturday welcoming 60 attendees**, highlighted by a special appearance from the Grinch and supported through the sponsored movie series.

Marketing efforts remained strong, with continued growth and engagement across social media platforms, particularly Facebook, and expanded outreach through radio advertising, digital media, newsletters, and developing cart advertising partnerships. Facility and exhibit progress advanced steadily, with several exhibits nearing installation, others in planning or revision phases, and discussions underway with exhibitors to enhance educational content through videos and updated agreements. Makers Market sales continued to increase, with vendor check-ins planned to gather feedback and identify improvement opportunities.

Event activity remained high, contributing to a **year-to-date total of 151 events and over 16,000 attendees**, with repeat bookings from key partners and a **60% lead conversion rate**. Operationally, the team identified opportunities for improvement in Wi-Fi and signage, addressed audiovisual equipment issues, and continued coordinating maintenance projects, including repairs to the outdoor digital sign and theater lift. Overall, December reflected continued growth, strong community engagement, and steady progress across education, events, marketing, and facility development.

Event Center Usage – 2,422 Guests

- See Event Center Report below for more details

Education/School Usage – 184 Students

- December 3rd – Elkton High School – 30 participants
- December 8th – Ochoa Middle School – 93 participants

- December 9th – Irrigon UMHS – 21 participants
- December 10th– NELC-OPK Preschool – 23 participants
- December 17th– IMESD/Preschool Promise – 17 participants

Museum Visitors – 689 Guests

- 506– SAGE Center tours
- 183– TESLA/Restrooms/Welcome Center

AWS TBS Classroom – 237

- The Think Big Space had 12 sessions this month and seen 10 educators in the classroom along with 237 students.
- Jose has utilized the holidays to focus on classroom organization and restocking supplies.
- The SAGE On The Go project remains ongoing as we are seeking additional funding through grants and working on anticipated project costs.

Total Students in September with a TBS Experience: 237

SAGE Events- 481

SAGE Saturday- 12/13:49

For the December SAGE Saturday our team provided a free slime activity and saw a total of 49 people including adults and children. Feedback has remained positive on these experiences.

Movie Saturday- 12/20

We emphasized the holiday season with a showing of *The Grinch* and welcomed a great crowd of 60 attendees and a special appearance by the Grinch himself. Thanks to our sponsored movie series, community members are able to enjoy free movies and popcorn throughout the season.

MARKETING Outreach

Our social media presence has continued to remain strong as we post employee introductions, work anniversaries and upcoming events.

- Facebook Analytics for the last 30 days:
 - 5.6k Followers
 - 43.9k views
 - 498 interactions
 - 1.5k profile visits

- **Other Advertising:**
 - TikTok
 - Our team is working on video content to share with the community via TikTok, Instagram & Facebook.
 - 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 Marketing
 - Museum and Event Center Radio ads playing on 103.5.
 - Social Media post on My Columbia Basin and Elkhorn Media
 - Cart Advertising agreement
 - We are in the process of securing an agreement with Harvest Town Foods to advertise on the shopping carts.

Exhibit/Facility Updates

- **A River Through Time Exhibit** (future Welcome Exhibit and about the POM)
 - This project has been budgeted for the following year and will remain on pause until further notice.
- **Round Room Exhibit** is formally known as the Hot Air Balloon Exhibit
 - We will be setting a brainstorming session for ideas on how to better utilize this space.
- **POM Map Exhibit**
 - Final revisions have been submitted and installation is expected to occur in the next few weeks. Stay tuned for further updates.
- **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**
 - The exhibit has finished production, and installation is expected at the same time as the POM Map Exhibit.

- **Educational Videos**
 - Celilo has reached out to exhibitors regarding the possibility of sharing educational videos about the organizations to include in our education programs and further showcase the exhibitors that invest in our facility.
- **Painting of SAGE Center**
 - Bill is in the process of receiving estimates on this project.

SAGE Makers Market (formally known as the SAGE Store)

Sales for the Makers Market continue to steadily increase and exposure grows and the selection of products changes. We are near the time of vendor check ins where we will focus on vendor feedback and possible improvement.

Monthly Report



Event Bookings and Attendance

- **Events:** 2,422 total people
 - **12/2 Family Health Associates-** 200 people: Great Room
 - **12/4 Oregon Dept. of Ag-** 15 people: Theater
 - **12/4 Iron Workers Union-** 25 people: Community Room
 - **12/6 BC Christmas Celebration-** 400 people: Great Room
 - **12/9 Community Counseling Solutions-** 380 people: Great Room
 - **12/10 Three Mile Canyon Farms-** 25 people: Community Room
 - **12/11 Umatilla Electric Cooperative-** 55 people: Lobby
 - **12/11 Good Shepherd -** 550 people: Great Room
 - **12/12 Port of Morrow-** 175 people: Great Room
 - **12/13 City of Boardman-** 65 people: Conference A
 - **12/13 Sanitary Disposal-** 110 people: Conference B
 - **12/15 Oregon Dept. of Ag-** 25 people: Theater
 - **12/16 Oregon AFSCME-** 15 people: Community Room
 - **12/16 Three Mile Canyon Farms-** 50 people: Conference C
 - **12/17 Boardman Chamber of Commerce-** 78 people: Conference C
 - **12/18 Families First Preschool-** 50 people: Theater
 - **12/19 Harvest Town Foods-** 19 people: Gallery
 - **12/19 Boardman Fire-** 80 people: Great Room
 - **12/20 Amazon-** 40 people: Conference A
 - **12/21 Amazon-** 40 people: Conference A
 - **12/29 Lamb Weston-** 40 people: Conference A
- **Event History**
 - Year to Date- 151 events/meetings held, hosted approximately 16,279 people thus far.
 - Recommendations from event recaps: strengthen wifi, signage
- **Booking Trends**

- Most Frequent Users: Three Mile Canyon Farms, Amazon, Lamb Weston
- Leads (Percent converted to definite): 60% YTD
- **Social media and Online Presence**
 - Social media posts are scheduled including the new custodian/event support position, facility rentals and event recaps.

Technology and Equipment

- Audio/Visual Equipment: We have submitted a ticket with CTI for an issue with the HDMI ports in Conference A
- Tech Improvements: None at this time.

Maintenance

- We have scheduled Mustang Signs to come diagnose and provide an accurate quote for our outdoor digital sign that has blocks that are currently not working. The main concern for this fix is the cost that is associated with this repair.
- We are waiting on parts to complete the repair for the lift in the theater.

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.

Communications Update – January 2026

- 2026 POM Wall Calendars are available
- Social Media Posts
- Website Updates
- Meeting minutes and videos
- Monitoring news sources
- Port Project Photos
- Digital Marketing Science – 10 Week Certificate Course (in progress)
- UAS Part 107 Certification (in progress)
- Monthly recurring/special ads
 - SAGE Center
 - Marker 40 Golf Club

Marker 40 Golf Club

2025	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Rounds of Golf	43	93	374	560	761	713	702	896	574	353	187	80	5336
Members	68	94	449	337	337	453	440	468	321	252	142	84	3445
POM Employee	12	18	62	82	68	94	99	94	72	76	35	26	738
Total Rounds	123	205	885	979	1166	1260	1241	1458	967	681	364	190	9519
Cart Rentals	18	50	301	407	403	475	535	548	383	196	94	60	3470

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

Total Memberships 2025

Memberships	Single	Couple/Family	Associate	Junior	POM Add on
2025	48	3	3		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 December off with 190 total rounds of golf, including paid green fees, POM employees, and members. Weekends continue to be our busiest days.

Past Events: In 2025, we hosted a High School Golf Tournament, The RNI, West Winds, Funshine and The Riverside Pirates Baseball Team and Thursday Night Scrambles.

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.

Maintenance Projects:

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.



Port Commission Report for Workforce Development

January Meeting 2026

Events/Tours

School Connections

-Riverside High School Job Shadow Day- coordinated job shadow event for 71 high school seniors. They attended half-day job shadow experiences at nearly 30 businesses in Boardman, Hermiston, Pendleton and Tri-Cities. Students received a catered lunch sponsored by the Boardman Chamber and an inspirational speech from Josh Burns w/ Umatilla Electric.



-Mid semester check-ins and evaluations are complete for students and employers.

-Business registrations for 2026-2027 School year internships have been sent

-Attended RHS Business CTE advisory meeting

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:

-Met with the Morrow County health department to begin planning process for co-hosting a spring Certified Health Worker training course in Spanish. Date to be determined in June.

-Meeting with Eastern Oregon Workforce board regarding summer certification series funding

-Check-in meetings with new HECC director, Diana Diamante

-Check-in meeting with ESD CTE director Caitlin Russell.

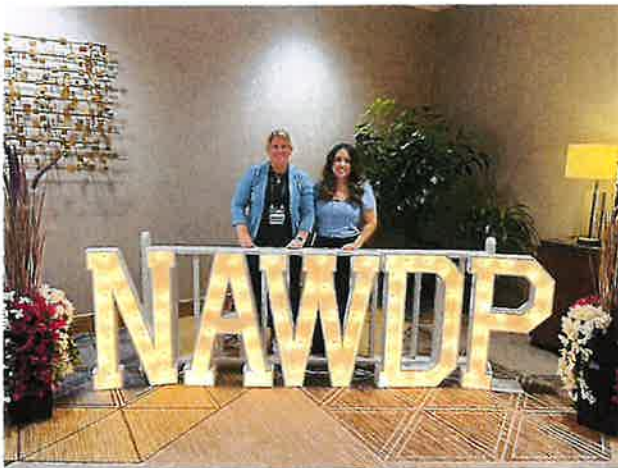
- Attend quarterly Higher Education Coordinating Council-Advanced Manufacturing committee meeting
- Maritime grant application with HECC
- Career connect 2026 planning meeting
- Met with SAGE Center staff to plan FFA travel experience day

Job Seekers/Student Engagements

- 8 job seeker in-person meetings, 12 emails, 7 phone calls.
- Updated monthly job opportunities website and marketing
- social media updates

Professional Development

- Bi-weekly team check-ins for Workforce and Communications
- Volunteer for Hermiston FFA Job interview and materials prep contest for districts
- Anna is serving on the BMCC Foundation Board of Directors, and as the scholarship committee chair
- Anna and Stephanie completed that Customer Service Gold Certification training and completed the Train-the-Trainer certification as well
- Anna, Stephanie and Erika are completing a 10-week course in online digital marketing including; AI, Google and Social Media marketing through the University of Arizona online
- Attended at the National Workforce Development Professionals-Youth Symposium Conference Nov. 16-20



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 start up
7. Power and fiber connection to Cal farm and pdx 1 wastewater meters. Done
8. Barenberg building remodel and electrical update. Done
9. Farm 6 automatic valve for circles installation
10. Landscape around new Airport signs
11. Irrigon dirt work for building.
12. Farm 4, 5 and 6 hay storage rock pads
13. Magox building and tank for Digester.
14. Install VFD at CID pumps for Surface water treatment plant.

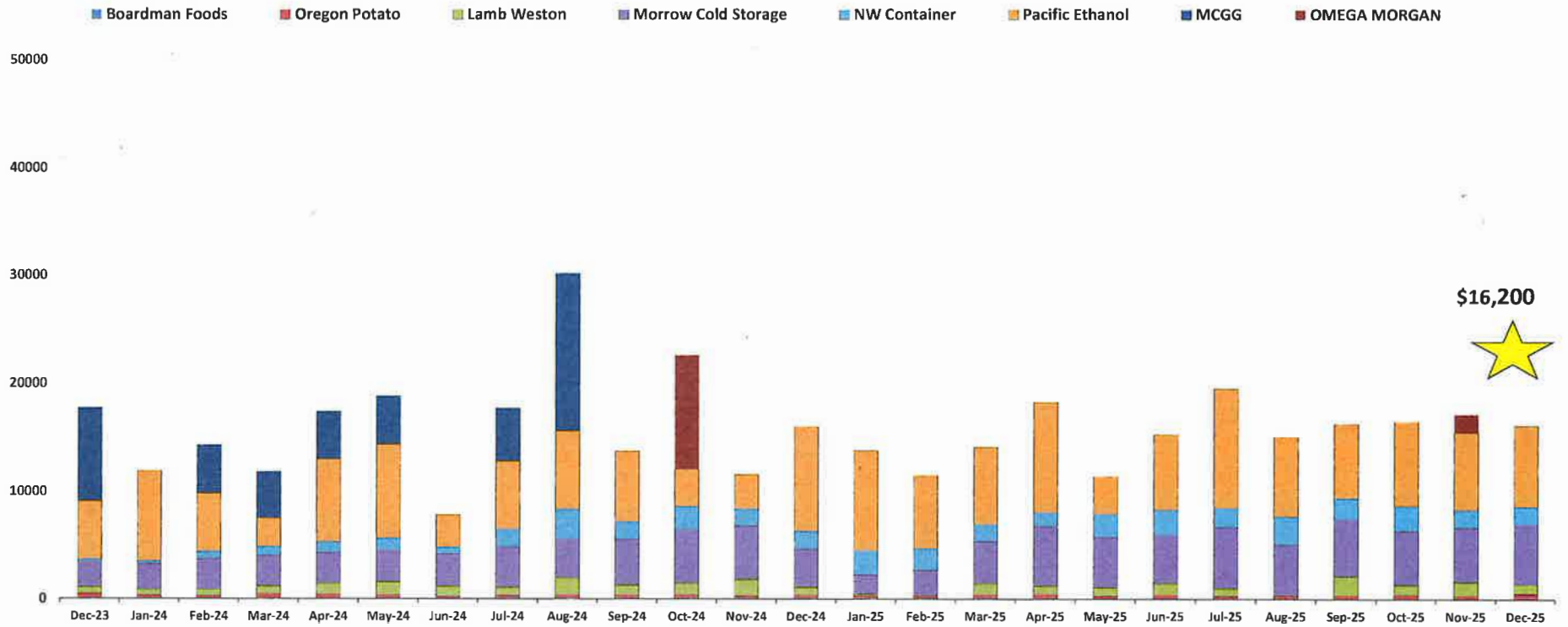
PORT OF MORROW

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%		
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		1,178,389,552	
% Comparison to Prior Year			89.51%		82.46%		91.64%	

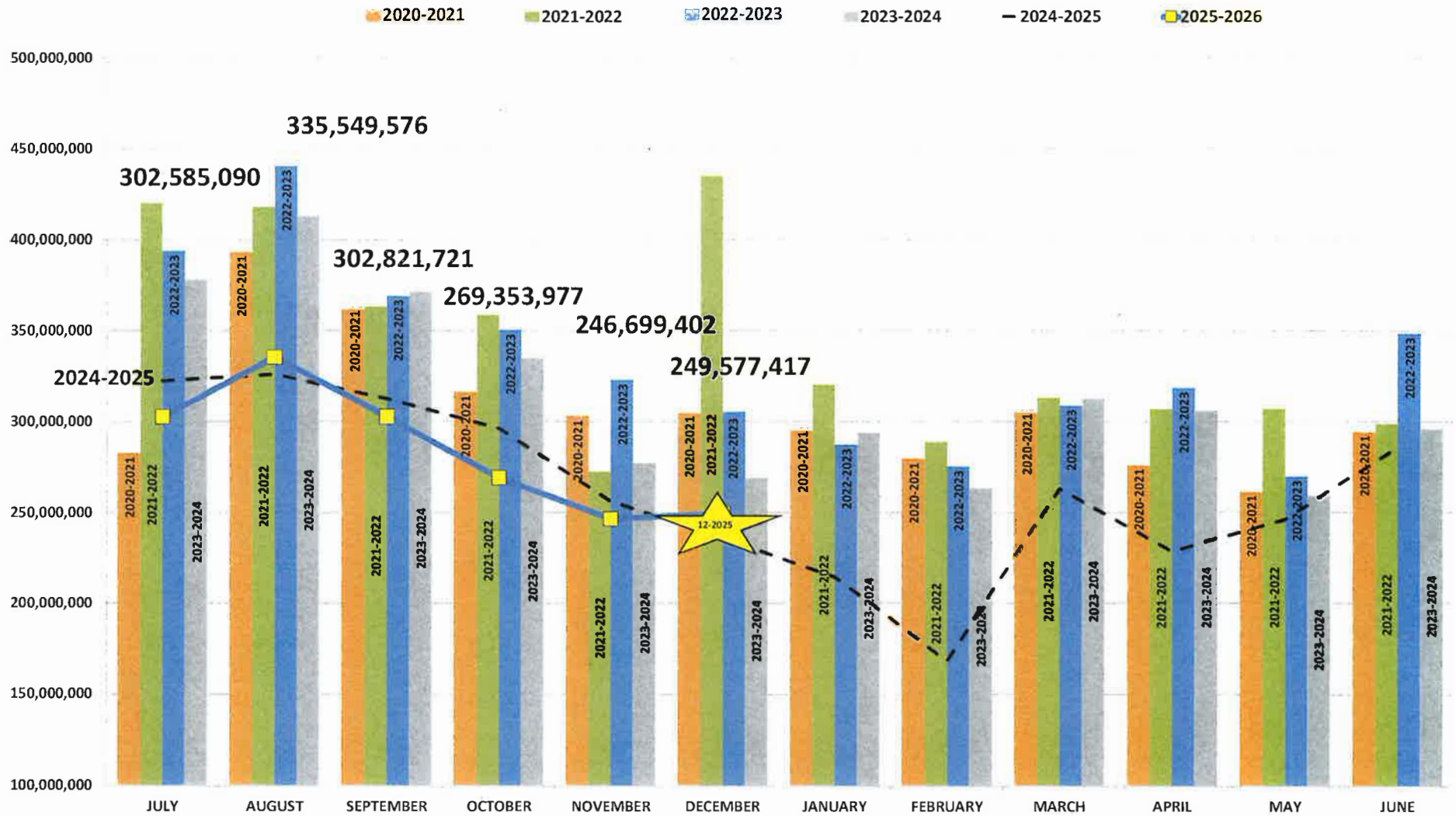
RAIL TARIFF REVENUE

PORT OF MORROW



FRESH WATER USAGE

PORT OF MORROW



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	
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	1,706,587,182
% Comparison to Prior Year		97.56%	96.07%	111.69%	97.27%	94.64%	83.58%	97.50%



January 2026 Report

Upcoming Events and Programs

Membership Renewals

As we move into 2026, membership renewals are currently happening, and we look forward to serving our members and community. We membership renewals, this will allow for the chamber to meet our mission to support Visibility, Voice, and Value of networking of business, community, and tourism partnerships. If you are currently a member, you will receive an email or mailed letter with an invoice to pay your membership. These memberships are a key piece to our sustainability and serve our community.

2026 Sponsorship for Chamber Signature Events

The Boardman Chamber of Commerce's 2026 Signature Event Sponsorships support community events that drive tourism, generate local economic activity, and increase visibility for Boardman. Sponsorship revenue is reinvested into youth scholarships, small business support, and Chamber Champion programs, ensuring continued community impact while sustaining the Chamber's signature events.

Newsletter Updates

The chamber sends out a monthly e-newsletter with key information about our Signature events, networking opportunities, and engagements to connect with other members, key community leaders and staff. Inside our newsletter, you will also find information about opportunities for volunteering, community impact members, recognition of long-term members with the chamber, and many other things. If you are not receiving this newsletter, please go to our website, www.boardmanchamber.org and scroll down to find the registration link to start receiving our newsletter, and follow our social media channels.

36th Annual Distinguished Citizens Awards Banquet

The Boardman Chamber of Commerce will host the 36th Annual Distinguished Citizens Awards Banquet on Friday, March 6, 2026, at 6:00 PM at the SAGE Event Center. Planning is well underway, and promotional efforts continue across our social media platforms.

Nominations are now officially closed, and we extend our sincere thanks to everyone who submitted nominations. Your participation helps make this celebration meaningful and ensures we recognize the outstanding individuals who make a difference in our community. This year's event is shaping up to be a wonderful success, and we look forward to sharing more details soon.

1st Quarter Luncheon- March 18, 2026

Please join us for our 1st Quarter luncheon for 2026! We are excited to be kicking off the year with Umatilla Electric Cooperative as our Title sponsor. As our title sponsor, you will hear from UEC administration about the great work that they are doing in our community and region. During this lunch, the chamber will also be giving a recap of 2025 and what is to come in 2026 as our annual Membership Luncheon.

Ryan Neal Invitational Golf Tournament – May 8 & 9, 2026

The Ryan Neal Invitational Golf Tournament is a signature Boardman Chamber fundraiser supporting youth scholarships and community programs. Registration will open in March, and sponsorship opportunities are currently available. Teams are encouraged to begin organizing for this two-day event, which draws regional participation and supports local businesses.

Upcoming Chamber/BCDA Events

- 36th Annual Distinguished Citizens Awards Banquet – March 6, 2026
- RNI Golf Tournament – May 8 & 9, 2026
- 2nd Quarter Luncheon – June 17, 2026
- 4th of July Celebration – July 4, 2026
- End of Summer Celebration – August 28, 2026
- 3rd Quarter Luncheon – September 16, 2026
- 4th Quarter Luncheon – December 16, 2026

For more information, please contact **Torrie Griggs, CEO**, at **541-571-2394** or email torrie@boardmanchamber.org. Visit www.boardmanchamber.org or call our office at **541-481-3014** for further details.



BCDA Year-End Summary: Investing in Homes, Businesses, and a Stronger Boardman

The Boardman Community Development Association (BCDA) concluded the year with continued progress toward strengthening quality of life and supporting sustainable growth in Boardman. Through strategic investments in housing, business development, recreation, and long-term infrastructure planning, BCDA remains focused on initiatives that benefit residents, support employers, and enhance the community's overall vitality.

From expanding homeownership opportunities to advancing planning for future commercial and recreational projects, BCDA's work this year reflects a commitment to meeting the needs of a growing population and positioning Boardman for long-term success.

Housing Investment Milestone Achieved

In 2025, BCDA successfully met its full budgeted allocation of \$250,000 for the Home Buyers Incentive Program. This funding directly supported new homeownership opportunities and helped address ongoing housing demand in the community. Meeting the full allocation demonstrates both the strong impact of the program and continued interest from families choosing to invest in Boardman.

Based on the program's performance and community demand, BCDA will continue providing future funding opportunities to support additional homebuyers as part of its housing strategy.

Pickleball Court Project Planning Underway

BCDA is actively moving into the planning phase for a new community pickleball complex in partnership with the City of Boardman and the Morrow County Unified Recreation District (MCURD). With \$350,000 in committed funding from MCURD and an additional \$50,000 investment from Amazon, the project is advancing toward formal design of an 8-court facility.

This project will expand recreational opportunities, promote community wellness, and serve as a regional amenity for residents and visitors alike. Planning and design efforts will help establish project timelines and cost estimates as BCDA continues coordinating with project partners to move the facility toward construction.

Business Opportunity Incubator Progress

BCDA continues advancing the Boardman Business Opportunity Incubator, supported by a \$1.5 million U.S. Small Business Administration grant. The project will deliver a two-story facility with incubator suites, executive offices, and space for medical and retail services—prioritizing support for women-, minority-, and low-income-owned businesses.

With Anderson Perry providing engineering and project management services and Architects West leading design, planning efforts are moving forward to support long-term commercial growth and revitalization along NE Front Street.

Looking Ahead

BCDA remains focused on four core priorities essential to Boardman's future: housing development, commercial and retail expansion, recreation and community amenities, and educational and workforce support. Through strong partnerships and responsible stewardship of resources, BCDA continues laying the groundwork for a vibrant, resilient community.

BCDA is guided by its Board of Directors: President John Christy, Vice President Lisa Mittelsdorf, Secretary/Treasurer Karen Pettigrew, and Board Member Krista Price.

For more information, contact Torrie Griggs at (541) 571-2394 or torrie@boardmanchamber.org, or visit www.boardmanchamber.org

In 2025, WCVEDG continued its popular grant programs:

- **Housing Rehabilitation:** One of our most popular grants, this program has provided over \$50,000 in awarded grant funds, with total value in the rehabilitation of existing property of over \$300,000.

- **Demolition, Abatement & Utility Extension:** This grant provided demolition, abatement and utility extension to 2 property owners, this investment was over \$100,000.

- **Business Enhancement:** This grant program provided over \$25,000 in South Morrow County.

The total value of this investment totals over \$50,000.

- **New Construction:** The New Construction grant opened in January 2024 and in 2025, has invested over \$94,000 in new housing builds and 5 new homes being built in Heppner, OR. WCVEDG expects additional 5 new homes to be built in 2026, pending permitting.

- **Community Enhancement:** WCVEDG granted over \$245,000 for 15 community projects, with a total value of over \$985,000.

In addition to its year-round grant programs, WCVEDG took on a few special projects:

- **New Homes in Downtown Heppner:** WCVEDG invested in two 1,100 square-foot homes in downtown Heppner. This project is an investment after community feedback from several senior

residents interested in down-sizing and selling their larger family homes.

- **Childcare Services Expansion:** In 2024, WCVEDG committed \$250,000 in capital funding to

a new childcare facility for South Morrow County families. This seed money aided Heppner Daycare to successfully seek additional funding, totaling \$1.2 million. In 2025, Heppner Daycare

is steps closer to a new facility, leveraging WCVEDG funds toward a Business Oregon Childcare

Infrastructure Grant in 2026.

- **Senior Services Support:** WCVEDG's initial \$15,000 investment in Senior Services has had an

incredible impact. Local non-profit South Morrow Seniors Matter has leveraged WCVEDG funds

to receive over \$200,000 in grants and donations and has provided weekly senior lunches that have served over 7,000 seniors in two years, monthly veterans lunch, cooking classes, exercise

classes, speaker series, and group excursions.

- **Willow Creek Assisted Living Duplex Project:** WCVEDG is contributing a new construction

grant to a valuable community project – a transitional housing duplex adjacent to the existing assisted living facility for seniors.

CREZ II funding has made an incredible impact. In 2025, CREZ II awarded WCVEDG \$504,004, and WCVEDG invested over \$978,000 directly into South Morrow County.

<https://elkhornmediagroup.com/kearns-resigns-from-port-of-morrow-board/>

Kearns resigns from Port of Morrow board

By Griffin Beach on Friday, December 12th, 2025

BOARDMAN – Danny Kearns has resigned from the Port of Morrow Board of Commissioners.

Kearns was not present at the Dec. 10 board meeting, and a new business item on the agenda was listed as “Commissioner Resignation.”

No official reason was given for Kearns’ resignation; the board approved it unanimously.

“He came to the conclusion that its best for his family, his business, integrity of the port commission that he step down and I have to respect that,” said Board President John Murray during Wednesday’s meeting, adding it’s hard to predict the “entanglements” that come with a public position.

The board will accept applications for the open seat until Jan. 31 before they interview potential candidates.

Kearns was elected in the May 2025 special election defeating Raymond Seastone with 65% of the vote. His term was due to expire in June 2029.

<https://hermistonherald.com/2025/12/16/port-of-morrow-seeks-to-fill-commission-seat/>

Port of Morrow seeks to fill commission seat

Tuesday, December 16, 2025, By Hermiston Herald

BOARDMAN — The Port of Morrow Commission is seeking to fill a vacancy on the Port Commission.

Port Commissioner Joe Taylor resigned earlier this month creating the vacancy.

Local residents interested in applying should send a letter of interest and resume to Lisa Mittelsdorf.

Applicants must reside in and be a legally registered voter in Morrow County and meet other legal requirements. The Port Commission will review resumes, conduct interviews with applicants and make a determination by the majority of votes.

The cover letter and resume must be received at the port office no later than 5 p.m. on Jan. 30, 2026, at 2 Marine Drive, P.O. Box 200, Boardman, OR 97818.

CDA board divided on employee contracts moving forward

December 16, 2025, By BERIT THORSON

The board approves new leadership starting in 2026

BOARDMAN — The Columbia Development Authority board members disagree on how to approach the employment agreement with Executive Director Greg Smith.

During its regular meeting Tuesday afternoon, Dec. 16, two motions failed 3-2 for how to proceed with employment transitions. The board previously approved an employment contract change for Smith and project coordinator Emily Collins from regular employees to contracted via a personal services agreement with Gregory Smith and Co.

However, Smith had not signed the agreement before the December meeting, as the board had expected during the previous CDA meeting.

With that in mind, board member Joel Peterson, representing the Port of Morrow, made a motion to put a time limit on Smith's decision. He proposed Smith respond by Dec. 31 with a signature or the CDA would pursue other options.

Peterson and Morrow County Commissioner Jeff Wenholz voted for the deadline, while Kim Puzey, J.D. Tovey and John Shafer voted against the motion.

Concerns over ethics case

Tovey, with the Confederated Tribes of the Umatilla Indian Reservation, instead proposed postponing any decisions regarding a contract with Smith until after the conclusion of a state ethics investigation.

The investigation regards actions Smith took in 2024, when he used a federal grant to increase his salary without prior board approval. The Oregon Government Ethics Commission voted Friday, Dec. 12, to find likely violations of several state ethics laws, moving the case forward.

"I don't think it's prudent for this body to enter into a contract in the middle of findings of ethical violations by the state ethics board," Tovey said.

Wenholz raised concerns about what postponing the decision about the contract might do to the Port of Morrow's deadline of expiration as the payroll agent. The Port of Morrow in November extended its payroll responsibilities through Jan. 12. If that date passes without a new payroll agent, CDA employees, Smith and Collins, won't be paid.

To those concerns, Tovey said he believed the payroll and the contract negotiations had “implications on each other,” but should not be considered to solve each individual problem when taken as a whole.

Umatilla County Commissioner Shafer seconded Tovey’s motion, but it again failed to get the three necessary votes to pass. Wenholz voted no alongside Peterson and Puzey, who represents the Port of Umatilla.

The month ahead

After the two discussions, Smith said he would be willing to have a decision on the contract to the board by Dec. 31, which would give the Port of Morrow time to transition out of payroll services by its imposed deadline.

However, Peterson did not reintroduce his initial motion, so the CDA is not imposing an official deadline on Smith for a response.

In other actions, the CDA voted unanimously for Peterson to step into the role of board chair for 2026, taking over the role from Puzey. Shafer unanimously won reelection as vice-chair of the board.

Peterson will begin his first term as chair during the first CDA meeting in 2026.

The board set another December meeting for next week Dec. 23 at 1 p.m. to consider the status of the litigation with Umatilla County and discuss the fiscal agent and payroll agent situation further.