# PORT OF MORROW

# REGULAR COMMISSION MEETING

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




# November 10, 2026
# 1:30 p.m.

# AGENDA

**Zoom meeting information is available on our website.**

PORT OF MORROW

**Regular Commission Meeting**
**November 10, 2026, 1:30pm**
**2 Marine Dr., Boardman, OR 97818**

I. CALL TO ORDER AND INTRODUCTIONS

*CONFLICTS OF INTEREST DECLARATIONS*

II. PUBLIC COMMENT PERIOD

III. CONSENT AGENDA
- A. October 15, 2026 Regular Commission Meeting Minutes

IV. OLD BUSINESS
- A. CDA Update
- B. Morrow County Clean Water Consortium Update
- C. Strategic Business Plan Update
- D. Resolution 2026-12 – Legal Policy
- E. Other

V. NEW BUSINESS
- A. Audit Report – Chelsea Hewitt CPA
- B. Other

VI. STAFF REPORTS
- A. Projects Update
- B. Maintenance Update
- C. SAGE Center Update
- D. Financial Update
- E. Usage Reports
- F. Other

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

VIII. FOR THE GOOD OF THE ORDER

IX. UPCOMING EVENTS:

| | | |
|---|---|---|
| November 20th | 11:30am | POM Employee Holiday Luncheon |
| December 9th | 1:30pm | POM Regular Commission Meeting |
| December 11th | 5:30pm | POM Employee Holiday Dinner |

# AGENDA

**Zoom meeting information is available on our website.**

**Next Resolution 2026-13**

*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
# October 15, 2026 – 9:00 AM
# 2 Marine Drive, Boardman, Oregon 97818

## I. CALL TO ORDER AND INTRODUCTIONS

Commissioner Murray was not present.
Rick Stokoe called the meeting to order at 9:00 a.m.

| | |
|---|---|
| **Commissioners Present:** | Rick Stokoe, Kelly Doherty, Joel Peterson, and Jerry Rietmann. John Murray was absent. |
| **Staff Present:** | Lisa Mittelsdorf, Eileen Hendricks, Mark Patton, Miff Devin, Anna Browne, Tim Patton, Jeff Wilson, Chad Snyder, Marcine Brangham, Jeff Montgomery, Brandy Warburton, and Erika Morton |
| **Visitors Present:** | Jonathan Tallman |
| **By Zoom Meeting:** | (Guests) George Cress, Sam Tucker, Cody Vavra, Joe Mitzel, Nick Graue, Lauryn Geurrissi, Aaron Palmquist, Michael Miller, Jim Doherty (x2), Jordan Krouse, Justin Nelson, Griffin Beach, Android user, Isavel Gonzalez |

***Conflict of Interest Declarations***

Kelly stated that if there is discussion regarding the resolution, she may possibly have a conflict of interest and would like to have it pulled off the agenda until everyone has time to review it.

## II. PUBLIC COMMENT PERIOD

– Jonathan Tallman said he wanted to speak. He was asked if he had completed a request to give a public comment and he responded no and proceeded to question Port policy and OAR. Mr. Tallman was asked several times to please follow Port policy for public comment and he refused each time, insisting stating his name was enough. He then addressed the commission regarding *Resolution 20-2026* [*sic*], alleging that several commissioners and staff members had conflicts of interest due to OGEC complaints and litigation matters. Rick Stokoe asked Mr. Tallman to leave if he wouldn't abide by Port policy. Mr. Tallman refused to comply and continued speaking and arguing.

Rick recessed the meeting until order could be restored. After approximately 46 minutes, Commissioner Stokoe reconvened the meeting.

## III. CONSENT AGENDA

### A. September 9, 2026, Regular Commission Meeting Minutes

Joel made the motion to approve the consent agenda as presented. Jerry seconded the motion. No further discussion was had. The motion passed unanimously.
Joel Peterson – Yes
Rick Stokoe - Yes
Kelly Doherty – Yes
Jerry Rietmann - Yes

## IV. OLD BUSINESS

**A. CDA Update** – Joel gave the CDA update. At the last CDA meeting, they discussed the programmatic agreement, the parcel transfer, audits, the road project grant, purchase and sale agreement, and the letter sent to Greg with a repayment address. Lisa read a report from Emily highlighting the purchase and sale agreement, a Morrow County land use update, the upcoming auction, and an ODOT update about the road project.

**B. Morrow County Clean Water Consortium Update** – Jerry reported that the next meeting has been postponed until the 20th. We have bids for design to evaluate. Lisa also commented regarding discussions between the City and the County and a proposal to form a water district. Kelly asked about the process involved with setting up a district and there was a brief discussion.

**C. Strategic Business Plan Update** – Lisa said we received approval from the State of Oregon for a $50,000 grant and we will move forward with the RFP process. We will have an opportunity to apply for a second grant.

**D. Secondary Treatment Update – Aqua –** Nick Graue from Aqua Engineering gave a status update. The design has been finalized and 100% design was submitted to DEQ four months ahead of the schedule. DEQ comments were received Monday, October 12, and there will be a meeting with Port staff to review those. He turned the presentation over to Cody Vavra who shared a visual virtual demonstration on how the system works. The Aqua team answered questions from the commission following the presentation.

**E. Other**
No other old business was discussed at the time.

## V. NEW BUSINESS

**A. Resolution 2026-12 – Legal Policy** – Rick mentioned Kelly's earlier concerns and request for time to review the policy and potential conflict of interest. Jerry expressed that everyone might have a potential conflict of interest, but it is a valid item to discuss. Rick and Joel also provided their thoughts. They agreed that they'd like to discuss the policy

but want to wait for voting. They would like to seek legal counsel. Kelly doesn't want to discuss it until she's had time. Lisa said we could wait and Misha could be available next month to answer questions and discuss the policy with commissioners.

The consensus was to table the policy for discussion.

**B. Other**
No other new business was discussed at the time.

**VI. STAFF REPORTS** – Staff reports are included in the packet, and the project maintenance updates will be provided during the tour.

**VII. OTHER REPORTS**

**A. WCVEDG** – No one available

**B. BCDA** – Report is in the packet

**C. ICABO** – Jerry said that they just started meeting again and there's nothing to report.

**VIII. FOR THE GOOD OF THE ORDER**

**IX. UPCOMING EVENTS:**

| | | |
|---|---|---|
| October 15 | | POM Commission Tour – following Regular Meeting |
| November 11 | 1:30 PM | POM Regular Commission Meeting |

November 11 is a holiday. The meeting was rescheduled for November 10 at 1:30 PM.

Kelly asked Eileen about a statement of net position. She said it's the draft of their financial statement for their review. She requested the commission look it over and let her know if there are any questions. We would like to send it to the auditors next week.

**X. EXECUTIVE SESSION**

Rick read the following statement and recessed the regular session at 10:30 AM.

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 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)**

Rick reconvened the meeting at 11:20 PM. He called for a motion to create a litigation subcommittee.

Jerry expressed that he was interested and available.

Joel made the motion to form a litigation subcommittee consisting of John Murray and Jerry Rietmann. Kelly seconded the motion. Kelly stated she wants to make sure everything is done legally and between the lines and make sure ethics are taken into consideration. The motion passed unanimously.
Joel Peterson – Yes
Rick Stokoe - Yes
Kelly Doherty – Yes
Jerry Rietmann - Yes

Rick announced the Port tour. There was discussion about when to adjourn or recess the regular meeting. The regular meeting will be adjourned after the tour. The commission departed to take the informational tour of Port projects at 11: 23 AM. No decisions were made during the tour.

Tour attendance included: Mark Patton, Kelly Doherty, Jerry Rietmann, Rick Stokoe, Tim Patton, Erika Morton, Miff Devin, Chad Snyder, Jeff Wilson, Joel Peterson, Jason Hendricks, Natasha Rockwell, Brandy Warburton, Carmen Mendoza, Lisa Mittelsdorf, Jeremie Whitesell (driver)

After the tour, the commission assembled in the commission meeting room. Rick thanked staff for the tour and noted that there are many positive things happening for the Port of Morrow and a lot of work that makes it happen. Rick adjourned the meeting at 1:49 PM.

Submitted by:

_____ _____

John Murray, Commission President Lisa Mittelsdorf, Executive Director

# SUMMARY OF AWARD

**Project Number:** 521209 **Date of Award:** September 17, 2026

**Recipient:** Port of Morrow

**Project Name:** Strategic Business Plan Update

| Source of Funding (Grant/Loan/Forgivable Loan) | Award Amount |
|---|---|
| Port Planning & Marketing Fund – Grant, Public, Tax Exempt | $50,000 |
| | |
| Total | $50,000 |

| General Description of Loan | |
|---|---|
| Interest Rate | N/A |
| Maximum Term | N/A |

| Approved Project Description |
|---|
| Recipient will hire a consultant to complete a Strategic Business Plan and an Economic Impact Analysis that meets and encompasses the Statewide Ports Plan and follows OBDD's Port Strategic Plan Template.<br>• Recipient will submit the draft plan for OBDD review prior to adoption by Commission.<br>• Recipient will complete the Final Work Product and provide to OBDD an electronic copy in appropriate format (MS Office or Adobe Acrobat PDF). |

**Note: The full terms and conditions will be contained in the contract.**

PORT PLANNING AND MARKETING FUND
FINANCING CONTRACT

Project Name: Strategic Business Plan Update and Economic Impact Analysis

Project Number: 521209

This financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department ("OBDD"), and Port of Morrow ("Recipient") for financing of the project referred to above and described in Exhibit B ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

| | |
|---|---|
| Exhibit A | General Definitions |
| Exhibit B | Project Description |
| Exhibit C | Project Budget |

## SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

**Estimated Project Cost:** $150,000.

**Grant Amount:** $50,000.

**Project Close-Out Deadline:** 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

**Project Completion Deadline:** 12 months after the date of this Contract.

## SECTION 2 - FINANCIAL ASSISTANCE

Commitment. OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project as a grant (the "Grant") in an aggregate amount not to exceed the Grant Amount.

## SECTION 3 - DISBURSEMENTS

A. Reimbursement Basis. The Financing Proceeds shall be disbursed to Recipient on an expense reimbursement or costs-incurred basis. Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form ("Disbursement Request").

B. Financing Availability. OBDD's obligation to make and Recipient's right to request disbursements under this Contract terminates on the Project Closeout Deadline.

C. OBDD Share; Withholding. No more than 75% of the Costs of the Project may be paid with the Financing Proceeds. OBDD shall withhold 10% of the Financing Proceeds until its acceptance of the Strategic Business Plan and Economic Impact Analysis ("Final Work Product"). OBDD will consider any recommendation by the Ports Peer Review Committee prior to final acceptance. Pursuant to this subsection, each disbursement of Financing Proceeds prior to final acceptance will

be in an amount equal to the total amount of expenses satisfactorily documented in the Disbursement Request multiplied by 65%.

## SECTION 4 - CONDITIONS PRECEDENT

A. Conditions Precedent to OBDD's Obligations. OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:

(1) This Contract duly signed by an authorized officer of Recipient.

(2) Such other certificates, documents, opinions and information as OBDD may reasonably require.

B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:

(1) There is no Event of Default.

(2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.

(3) OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.

(4) OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.

(5) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.

(6) Any conditions to disbursement elsewhere in this Contract are met.

## SECTION 5 - USE OF FINANCIAL ASSISTANCE

A. Use of Proceeds. Recipient shall use the Financing Proceeds only for the activities described in Exhibit B and according to the budget in Exhibit C. Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.

B. Costs of the Project. Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act, and Oregon law as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit B.

C. Costs Paid for by Others; No Administrative or Operating Costs. Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party, nor to cover general administrative costs or port operating expenses.

## SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to OBDD:

A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded.

B. Organization and Authority.

(1) Recipient is an eligible port under the Act, and validly organized and existing under the laws of the State of Oregon.

(2) Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.

(3) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with its terms.

C. Full Disclosure. Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in Exhibit B is true and accurate in all respects.

D. Pending Litigation. Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.

E. No Events of Default.

(1) No Events of Default exist or occur upon authorization, execution or delivery of this Contract.

(2) Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.

F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement to which Recipient is a party that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

## SECTION 7 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

A. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.

B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract and the Project. In particular, but without limitation, Recipient shall comply with the state procurement regulations found in the Oregon Public Contracting Code, ORS Chapters 279A, 279B and 279C. These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. Recipient shall:

(1) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.

(2) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.

(3) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.

(4) Recipient shall reasonably acknowledge in some public fashion, such as in promotional materials, final reports, web site and public statements, acknowledging that the Project was funded in part with Oregon State Lottery Funds administered by the Oregon Business Development Department.

D. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

E. Economic Benefit Data. OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.

F. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to "aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, veteran-owned businesses and emerging small businesses..." OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor's Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at:

https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz.

G. Professional Responsibility. All service providers retained for their professional expertise will be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.

H. Notice of Event of Default. Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

I. (1) Contributory Liability and Contractor Indemnification—Tort Claims.

(a) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third-Party Tort Claim") against a party to this Contract(the "Notified Party") with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third-Party Tort Claim. Either party is entitled to participate in the defense of a Third-Party Tort Claim, and to defend a Third-Party Tort Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party's liability to the other in regards to the Third-Party Tort Claim.

If the parties are jointly liable (or would be if joined in the Third-Party Tort Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

(b) Recipient shall take all reasonable steps to require each of its contractors that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of such contractor or any of the officers, agents, employees or subcontractors of the contractor ("Contractor Tort Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Contractor Tort Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Contractor Tort Claims. This Section shall survive termination of this Contract.

(2) Indemnity; Release—Claims Other Than Torts.

(a) Except for Third-Party Tort Claims and Contractor Tort Claims as provided in Section 7I(1) above to the extent not prohibited by law, Recipient shall defend, indemnify, save and hold harmless and release the State of Oregon, OBDD, and their officers, employees and agents from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards, including but not limited to costs, expenses, and reasonable attorneys' fees incurred (collectively, "Non-Tort Claims"), related to any actual or alleged act or omission by Recipient, or its officers, employees, contractors, or agents in connection with

this Contract, or the Project, including without limitation, any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by any federal, state, governmental or quasi-governmental body with regulatory jurisdiction.

(b) Notwithstanding the foregoing, neither Recipient nor any attorney engaged by Recipient may defend any Non-Tort Claim in the name of the State of Oregon, nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Recipient settle any Non-Tort Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Recipient will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice. The provisions of this section are not to be construed as a waiver by the State of Oregon, OBDD, of any immunity, defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon. If attorney fees are awarded to Recipient, such attorney fees shall not exceed the rate charged to OBDD by its attorneys.

## SECTION 8 – EVENTS OF DEFAULT

Any of the following constitutes an "Event of Default":

A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to the Project.

B. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

## SECTION 9 - REMEDIES

A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:

(1) Terminating OBDD's commitment and obligation to make the Grant or disbursements of Financing Proceeds under the Contract.

(2) Barring Recipient from receiving future awards.

(3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract.

(4) Requiring repayment of all or a portion of the Grant and interest on all or any portion of the Grant earned by Recipient on those Grant funds.

(5) Terminating the Contract.

B. Application of Moneys. Any moneys collected by OBDD pursuant to section 9.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, as applicable, to repay any Grant proceeds owed; and last, to pay any other amounts due and payable under this Contract.

C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract shall preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.

D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's sole remedy will be for disbursement of Financing Proceeds for Costs of the Project, not to exceed the Grant Amount, less any claims OBDD has against Recipient.

## SECTION 10 - MISCELLANEOUS

A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.

B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.

(1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.

(2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.

(3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.

(4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.

(5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract that OBDD deems to be necessary.

C. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:

(1) OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.

(2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD:
Deputy Director
Oregon Business Development Department
775 Summer Street NE Suite 310
Salem, OR 97301-1280

If to Recipient:
Executive Director
Port of Morrow
2 East Marine Drive
Boardman, OR 97818

E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.

F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.

G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys.

I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

J. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

**STATE OF OREGON**
acting by and through its
Oregon Infrastructure Finance Authority
of the Oregon Business Development Department

By: _____
Ed Tabor, Infrastructure & Program Services Director

Date: _____

**PORT OF MORROW**

By: _____
John Murray, Commission President

Date: _____

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

Not Required per OAR 137-045-0030

## EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

"Act" means ORS 285A.654 through 285A.660, as amended.

"Award" means the award of financial assistance to Recipient by OBDD dated 11 Sep 2026.

"Costs of the Project" means Recipient's actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

"Counsel" means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

"Financing Proceeds" means the proceeds of the Grant.

"ORS" means the Oregon Revised Statutes.

"Project Completion Date" means the date on which Recipient actually completes the Project.

## EXHIBIT B - PROJECT DESCRIPTION

### I. PROJECT DESCRIPTION

1. Recipient will hire a consultant to complete a Strategic Business Plan and an Economic Impact Analysis ("Final Work Product") that meets and encompasses the Statewide Ports Plan and follows OBDD's Port Strategic Plan Template. Recipient will submit the draft Final Work Product for OBDD review prior to adoption by Recipient's Commission.
2. Recipient will complete the Final Work Product and provide to OBDD an electronic copy in appropriate format (MS Office or Adobe Acrobat PDF).

### II. SPECIAL CONDITIONS OF THE PROJECT

Recipient will provide an opportunity for Recipient's Commission and the public to review and comment on the Project's objectives, reports and products. Recipient will document how this requirement is met in the Final Work Product.

## EXHIBIT C - PROJECT BUDGET

| Line Item Activity | OBDD Funds | Estimated Other / Matching Funds |
|---|---|---|
| Strategic Business Plan and Economic Impact Analysis | $50,000 | $100,000 |
| Total | $50,000 | $100,000 |

| Authorized Signature Card for Cash Payments on Oregon Business Development Department Awards | |
|---|---|
| Recipient<br>**Port of Morrow** | Project Number<br>**521209** |

**Signatures of Delegated Authorized Individuals to Request Payments**
(Two signatures are required to request disbursement of funds)

| | |
|---|---|
| Typed Name and Title<br>(1) a _____<br>Signature (Highest Elected Official must not sign here) | Typed Name and Title<br>(1) b _____<br>Signature (Highest Elected Official must not sign here) |
| **Additional Signatures (if desired)** | |
| Typed Name and Title<br>(1) c _____<br>Signature (Highest Elected Official must not sign here) | Typed Name and Title<br>(1) d _____<br>Signature (Highest Elected Official must not sign here) |
| **I certify that the signatures above are of the individuals authorized to draw funds for the cited project.**<br>Typed Name, Title and Date<br>(2) _____<br>Signature of Highest Elected Official or duly authorized official for the Recipient (Must not be listed in item (1) a through (1) d above) | **(3) Agency Use Only**<br>**Date Received:** |



**Preparation of the Authorized Signature Card Form:** If a mistake is made, or a change is necessary during the preparation of the signature card form, please prepare a new form, since erasures or corrections of any kind will not be acceptable. If you want to change individuals authorized to draw funds from the project, then please submit a new signature card. Any updated signature card will replace the previous one, so please be sure to include the names of all authorized individuals.

| Item # | Explanation |
|---|---|
| (1) a-d | Type the names and titles, and provide the signatures of the officials of your organization who are authorized to make draws on project funds. (Note: **Two** signatures are required. We recommend showing three or four signatures to allow adequate signature coverage.) |
| (2) | Enter the typed name, title, date and signature of the Highest Elected Official, or other official duly authorized by the governing body of the Recipient, certifying the authenticity of the signatures of individuals listed in item (1) a through (1) d. The person signing here **must not be listed in item (1) a through d.** |
| (3) | Leave blank—Oregon Business Development Department will sign here. |

Complete one form and return it to: Oregon Business Development Department
775 SUMMER ST NE STE 310
SALEM OR 97301-1280

Oregon Business Development Department/Authorized Signature Card

PORT OF MORROW
POLICY ON RETAINING LEGAL COUNSEL FOR PROCEEDINGS
BEFORE THE OREGON GOVERNMENT ETHICS COMMISSION

Resolution 2026-12

Whereas, the Port of Morrow Commission finds that agents of the Port of Morrow should be represented by competent legal counsel in proceedings before the Oregon Government Ethics Commission;

Whereas, the Port of Morrow Commission finds that agents of the Port of Morrow should not be burdened with expenditure of personal funds to retain legal counsel when proceedings before the Oregon Government Ethics Commission arise from conduct undertaken in good-faith performance of their roles;

Whereas, the Port of Morrow Commission finds that it is an appropriate use of public funds to retain counsel for and to defend the Port of Morrow's agents in proceedings before the Oregon Government Ethics Commission arising from conduct undertaken in good-faith performance of their roles; and

Whereas, the Port of Morrow Commission and each of its members individually acknowledge that adoption of this policy gives rise to a potential conflict of interest under ORS 244.120(2)(a) because it may in the future result in avoidance of a financial detriment to a member whose conduct is the subject of an Oregon Government Ethics Commission proceeding; and, thus, hereby so announce as required; now, therefore,

The Port of Morrow adopts the following Policy.

1. Definition. As used in this Policy:

A. "Agent" shall be defined as a Port of Morrow employee, commissioner, or designated volunteer acting within the course and scope of their role for the Port of Morrow.

B. "Proceeding" shall be defined as any grievance, complaint, alleged violation, preliminary review, investigation, or contested case.

2. Policy.

A. The Port of Morrow shall retain counsel for and defend its agent with respect to any proceeding before the Oregon Government Ethics Commission or appeal arising from a proceeding of the Oregon Government Ethics Commission where it appears to the Executive Director (or a designee) that the conduct from which the proceeding or appeal arises was undertaken in good-faith performance of the agent's role.

B. If the Executive Director has an actual or potential conflict of interest pursuant to ORS 244.120, he or she shall recuse from making the determination provided in Section 2.A. and another decision-maker shall be designated.

C. The Port of Morrow shall be responsible for paying all expenses arising from this Policy.

3. Effective Date. This Policy shall be effective immediately upon adoption by the Port of Morrow Commission but shall not apply to proceedings before the Oregon Government Ethics Commission that are already in existence.

Adopted this 10th day of November, 2026.

_____ _____

President Secretary

# Maintenance Shop Update

Current and upcoming Projects:

1. All PDX sites landscape improvements. Working on PDX 62
2. Install gravel walking paths around all fire hydrants at airport
3. New road for BPA at airport, done
4. Field mowing, in process
5. Fence partially around slip 1, in progress
6. Starting training for new water filtration plants. On going
7. Start of winterization season of POM facilities, done
8. Shoulder clean up of airport roads.
9. Shop yard improvements
10. Holiday lights and decorations

SAGE CENTER & EVENT CENTER BOARDMAN, OR

**Commission Report for October 2026**

***- TOTAL Count: 5,871***

## October General Summary

October was a successful month at the SAGE Center & Event Center, highlighted by the Morrow County Harvest Festival, Boardman Chamber Candy Crawl, and continued positive event feedback. Progress continued on several exhibit improvements, including the Key Ingredient Theater, Barge Basics, and Community Room, along with preparations for the SAGE On The Go van wrap. Marketing and community outreach remained strong, while the Event Center reached 221 events and approximately 20,308 guests year to date.

## Facility Usage- 4,474

- **Event Center:** 34 events | 4,387 guests
- **Educational Visits:** 205 students | 3 educational visits
- **Museum Visitors:** 868 Guests (453 SAGE tours | 415 Tesla/Welcome Center)
- **AWS TBS Classroom:** 399 / 12 students/educators
- **SAGE Events:** 800 (Harvest Festival), 2400 (Boardman Candy Crawl)
- **Outreach/ Events:** Morrow County Harvest Festival

## Marketing & Outreach-

- Scheduled posts on platforms such as Facebook, Instagram & LinkedIn.
- Monthly email newsletter featuring upcoming events, recaps and news.
- Radio advertisements on 103.5 K Wheat
- Video advertisement on KNDU morning & evening news.

## Exhibit/Facility Updates:

- **Barge Basics Exhibit**
  - We are in the process of executing an agreement with OMSI and the Eastern Oregon Workforce Board for funding to be utilized on this exhibit.

- **Key Ingredient Theater**
  - Erika and Angel have completed the first round of filming with Boardman Foods, Amazon, Umatilla Electric, and Tillamook.
- **$500 Dollar & a Dream Exhibit**
  - The monitor has been mounted to the wall in the exhibit area, now we will focus on updating images.
- **Community Room**
  - We are near approval of the final concept provided by Creative Hut including the materials list and room decals.

### Operations Updates

- **SAGE On The Go** (outreach to schools)
  - The final draft of the van wrap is pending approval and expected to be installed soon.
- **Morrow County Harvest Festival**
  - The annual harvest festival was well attended with increased participation from artisan and kids corner vendors. This year sponsorship increased from prior years.
- **BC Candy Crawl**
  - We supported the Boardman Chamber with the annual candy crawl at the SAGE Center & Event Center.
- **Museums of the Gorge**
  - Our team attended the biannual meeting, networking and learning from area museum professionals.
- **Event Center**
  - We are showing consistent positive feedback and event ratings.
  - Year to Date: 221 events/meetings held, hosted approximately 20,308 people thus far.

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

# Communications Update – November 2026

- Social Media Posts & Reels
- SAGE Center Key Ingredient video production updates
- Thanksgiving and annual holiday dinner invitation design
- Meeting minutes and videos
- Port Project Photos
- Monitoring news sources
- Website Updates
- Monthly recurring/special ads
    - SAGE Center
    - Marker 40 Golf Club

# October 2026 Facebook Analytics

ore.

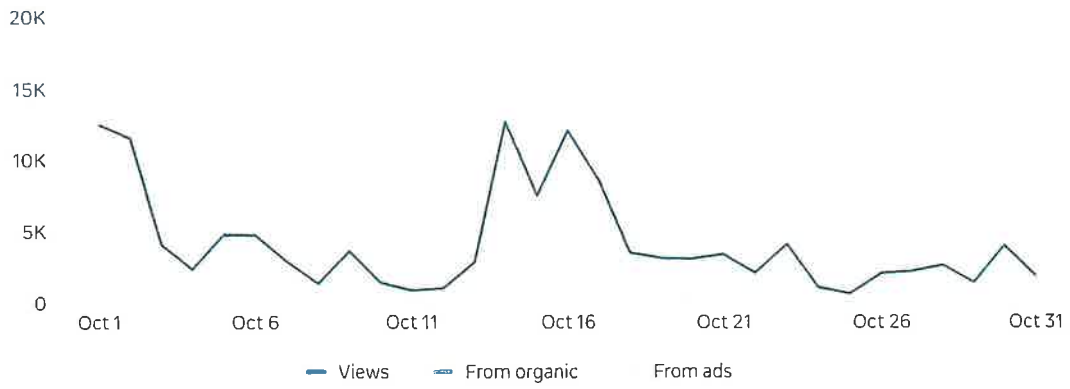
Facebook ▾ | Last month: Oct 1, 2026 – Oct 31, 2026 ▾

## Content overview

Breakdown: Organic/ads ▾

All | Posts | Stories | Reels | Live

| Views | 3-second views | Content interactions | Watch time |
|---|---|---|---|
| 130.6K ↑ 24.1% | 7.9K ↑ 75.7% | 944 ↓ 8.3% | 1d 22h ↑ 111.6% |




**Views breakdown**

Oct 1 – Oct 31

Total
**130,562** ↑ 24.1%

From organic
**130,562** ↑ 24.1%

From ads
**0** 0%

Viewers
**26,765** ↑ 44.1%

## Top content by views

Boost content | See all content



Please welcome Megann to the Port o...
Fri Oct 16, 10:00am
12.1K | 116 | 7 | 1



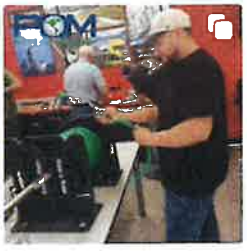
A better view helps our team move every loa...
Tue Oct 13, 4:40pm
8.5K | 66 | 0 | 4




Forklift Operator Training is BACK!...
Wed Oct 14, 12:19pm
5.5K | 15 | 1 | 19



For Water Professionals...
Mon Oct 5, 3:00pm
5.1K | 25 | 0 | 1



We're proud to recognize Jim Girvin...
Fri Oct 2, 10:00am
4.9K | 22 | 0 | 3



Wo
Wedne
Wed Oct
4 | 1

## Performance

October 6, 2026 - November 2, 2026

### Views

Views

98.0K ↓ 10.8%

From followers **19.9%** ↓ 14%

From non-followers **80.1%** ↑ 4.2%

Viewers **22,909** ↑ 21.5%

### Follows

Follows

34 ↑ 25.9%

Unfollows **5** ↓ 16.7%

Net follows **29** ↑ 38.1%

### Visits

Facebook visits

2.5K ↑ 39.7%

### Interactions

Content interactions

717 ↓ 26.9%

From followers **296** ↓ 36.5%

From non-followers **421** ↓ 18.3%

### Videos and reels

3-second views

6.4K ↑ 36.9%

Watch time **1d 17h** ↑ 93.4%

### Conversations

Conversations started

2 ↑ 100%

New contacts **2** ↑ 100%

Response rate **0%** ↓ 100%

All content

Create post

Filter | Search by ID or caption

| Title | | Views | Viewers | Likes and reactions | Shares | Interactions |
|---|---|---|---|---|---|---|
|  Please welcome Megann to the Port of Mo... Photo • Port of Morrow | Boost | 12,114 | 7,799 | 116 | 1 | 124 |
|  A better view helps our team move every lo... Reel • Port of Morrow | Boost | 8,469 | 7,036 | 66 | 4 | 77 |
|  Forklift Operator Training is BAC... Photo • Crossposted • Por... | Boost | 5,494 | 3,289 | 15 | 19 | 39 |
|  For Water Professionals Appreciation Wee... Photo • Port of Morrow | Boost | 5,078 | 3,220 | 25 | 1 | 26 |
|  We're proud to recognize Jim Girvin and Eri... Multi media • Port of Morrow | Boost | 4,948 | 2,427 | 22 | 3 | 26 |
|  Workforce Wednesday \| Job Opening Hi... Photo • Port of Morrow | Boost | 4,940 | 2,980 | 6 | 18 | 24 |
|  Meet Stephanie! Stephanie recently joined ... Photo • Port of Morrow | Boost | 4,452 | 2,782 | 39 | 0 | 42 |
|  We are hiring a full-time SAGE Cente... Photo • Crossposted • Por... | Boost | 4,292 | 2,361 | 12 | 17 | 30 |
|  Did you know? The Port of Morrow is buildi... Multi media • Port of Morrow | Boost | 3,989 | 2,562 | 31 | 1 | 33 |

Audience

Demographics Trends Potential audience

**Follows** 41 ↑ 36.7%

**Returning viewers** 2 ↑ 100%

Based on last 28 days

**Engaged followers** 0 0%




**Followers breakdown**

Oct 1, 2026 - Oct 31, 2026

**Unfollows** 4 ↓ 42.9%

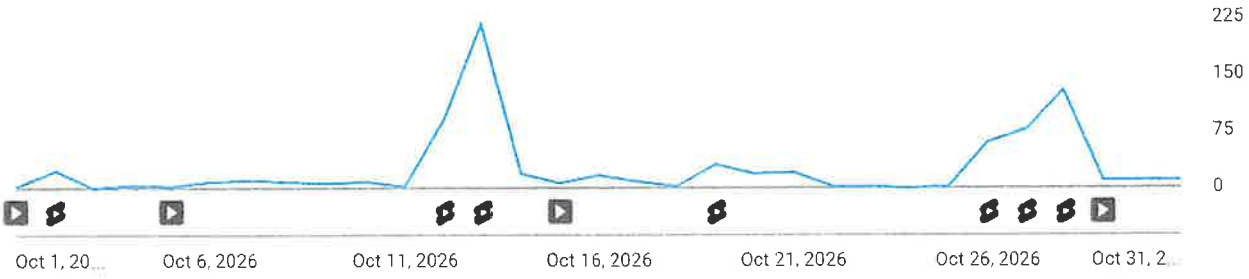
**Net follows** 37 ↑ 60.9%

**Followers** Lifetime 1,842

*Total followers at the end of September 1,809*

# YouTube Analytics – October 2026

| Views | Watch time (hours) | Subscribers |
|---|---|---|
| **815** | **5.8** | — |
| *43% less than Aug 31 – Sep 30, 2026* | *About the same as Aug 31 – Sep 30, 2026* | |




**See more**

## Your top content in this period

| | Content | Average view duration | Views |
|---|---|---|---|
| 1 |  Inside POM Warehousing: Safety at Every Level<br>Oct 13, 2026 | 0:32 (39.1%) | 241 |
| 2 |  Inside the Warehouse: Evolving Technology. Lasting Teamwork.<br>Oct 27, 2026 | 0:25 (44.3%) | 94 |
| 3 |  Happy National Farmer's Day<br>Oct 12, 2026 | 0:13 (47.8%) | 92 |

Marker 40 Golf Club

| 2026 | Jan | Feb | March | April | May | June | July | Aug | Sept | Oct | Nov | Dec | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Rounds of Golf | 93 | 161 | 478 | 697 | 706 | 667 | 698 | 701 | 570 | 347 | | | 5118 |
| Members | 83 | 109 | 233 | 231 | 258 | 391 | 282 | 447 | 315 | 298 | | | 2647 |
| POM Employee | 15 | 38 | 50 | 60 | 73 | 53 | 64 | 55 | 51 | 38 | | | 497 |
| **Total Rounds** | **191** | **308** | 761 | 988 | 1037 | 1111 | 1044 | 1203 | 936 | 683 | | | 8262 |
| Cart Rental | 46 | 91 | 290 | 381 | 381 | 466 | 447 | 440 | 297 | 227 | | | 3066 |
| | | | | | | | | | | | | | |

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

Total Memberships 2026

| Memberships | Single | Couple/Family | Associate | Junior | Returning | POM Add on |
|---|---|---|---|---|---|---|
| 2026 | 14 | 14 | 2 | | 28 | 3 |

**Upcoming Events:**

- Fall hours are 8am - 5pm

**Past Events:**

- Night Golf brought out 45 golfers

**Notes:** The **Rounds of Golf** total represents all paid rounds for the month. This includes 9-hole rounds, 18-hole rounds, additional 9-hole rounds, youth golf, and event participation. The **Members/POM Golf** total reflects the number of members or POM employees who checked in to golf during the month, rather than the number of rounds or holes they played. For example, one member may check in and play 27 holes, while another may only play 9 holes; each would still be counted once in the Members/POM Golf total

**Port of Morrow Commission Meeting November 10th, 2026**

**Port of Morrow Warehousing Monthly Report: October 2026**

| | | |
|---|---|---|
| **# of Employees** | 55 | |
| **Starting Tonnage** | 68,611,251 | |
| **Ending Tonnage** | 77,017,934 | |
| **# of Pallets in Storage** | 44,010 | |
| **Inbound Trucks** | 1,041 | Year to date: 7895 |
| **Outbound Trucks** | 813 | Year to date: 7746 |
| **Outbound Rail** | 56 | Year to date: 451 |
| **Shipment Accuracy** | 100.00% | |
| **# of OB Trucks Turned on Time** | 94.90% | |
| **# of IB Trucks Turned on Time** | 99.5% | |
| **# of Loss Time Injuries** | **0** | |

**Notes:**

For October the warehouse handled 76.8 mil lbs. Up 5.0 mil lbs. YOY

EOM Tonnage 77.0 million lbs. Down 2.3 Mil Lbs. YOY

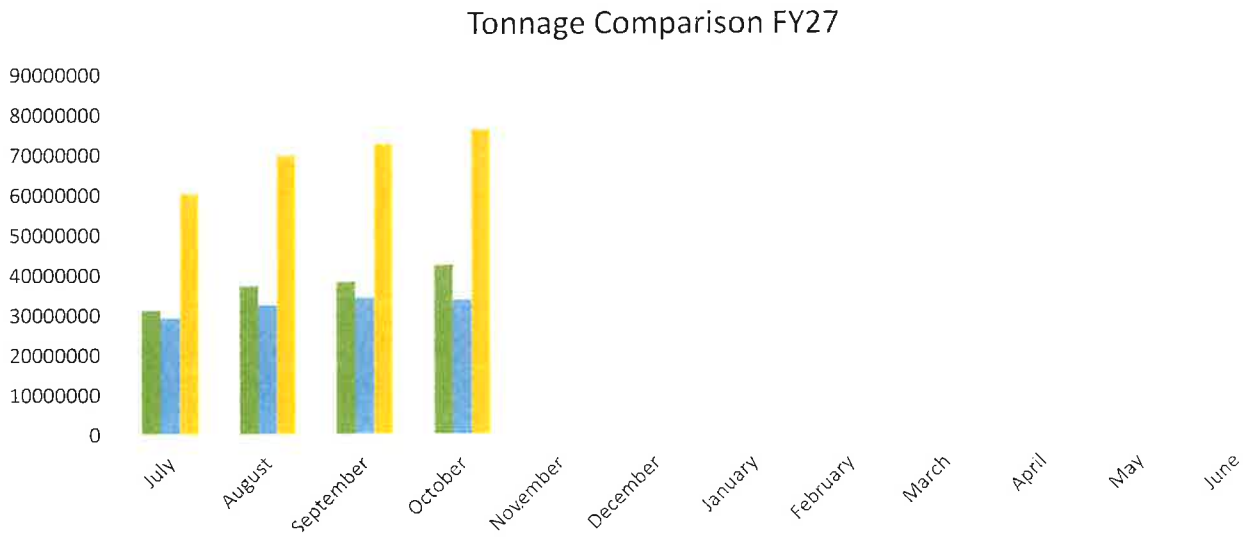
Cooler is at 24.5 mil. Lbs. - Capacity 95% 9,510 Pallets filled.

Dry Storage 98% capacity. 2,786 pallet position filled.
Working on Productivity tool for the warehouse. Working with our Warehouse Management Systems IT on this project.

We hired an 1 admin staff and 5 forklift operators this last month.

Dry Storage - Side A has been re-opened for the warehouse to start using, working on getting the facility back to GMP standards.

October 26th to 28th Jeff and Marcine will be attending GCCA Cold Chain Connection Pacific – Seattle. Cold Chain Connection was very informational and allowed us to network with other warehouse operations. Warehouse round table was good, discussed the fustrations everyone is having in regards to staffing, customers demands, and maintance of our facility's. trying to keep up with FSMA standards.



PORT OF MORROW
WORKFORCE DEVELOPMENT

# Port Commission Report for Workforce Development

## November Meeting 2026

### Tours

-Hosted Port/Threemile tour with Oregonians for Food and Shelter group

### Continuing Education Classes

Forklift training class, November 18th...currently filled at 14 with a waitlist

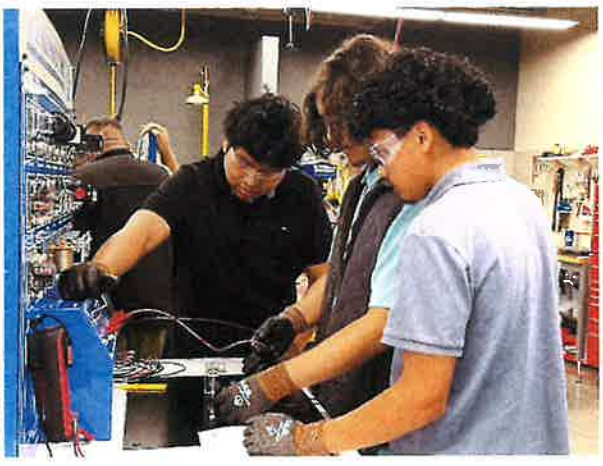
### School Connections

-Job Shadow Day placement meetings with all RHS seniors











Hosted job shadow day with 88 RHS seniors and 35 businesses

**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:

-Coordinated meeting OSU/ASU faculty regarding industrial symbiosis planning activities

-Attended regional childcare discussion in Heppner

-Met with BMCC Foundation Director

-Meetings with AWS to plan their job shadow day presentation

-Meetings with AWS team to plan January Job Fair Mixer

-Hosted regional workforce discussion with EOU President Kelly Ryan, 25 local industry partners attended to discuss workforce needs

-Attended 3 ISTA statewide industrial symbiosis planning meetings

-Hosted monthly Industrial symbiosis consortium meeting

-Families First board meeting and check in meeting

-Hosted BMCC President Mark Browning for discussion regarding workforce training center needs

**Job Seekers/Student Engagements**

-9 job seeker in-person meetings, 22 emails/messages, 12 phone calls.

-Updated monthly job opportunities website and marketing

-social media updates

-Assisted communications with monthly social media and other articles

**Professional Development**

-Attended quarterly HECC-Advanced Manufacturing Consortium meeting

-Attended the Oregon Economic Development Association Conference

-Attended BMCC Foundation Bi-monthly meeting

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

# PORT OF MORROW

## DISCHARGE | GALLONS

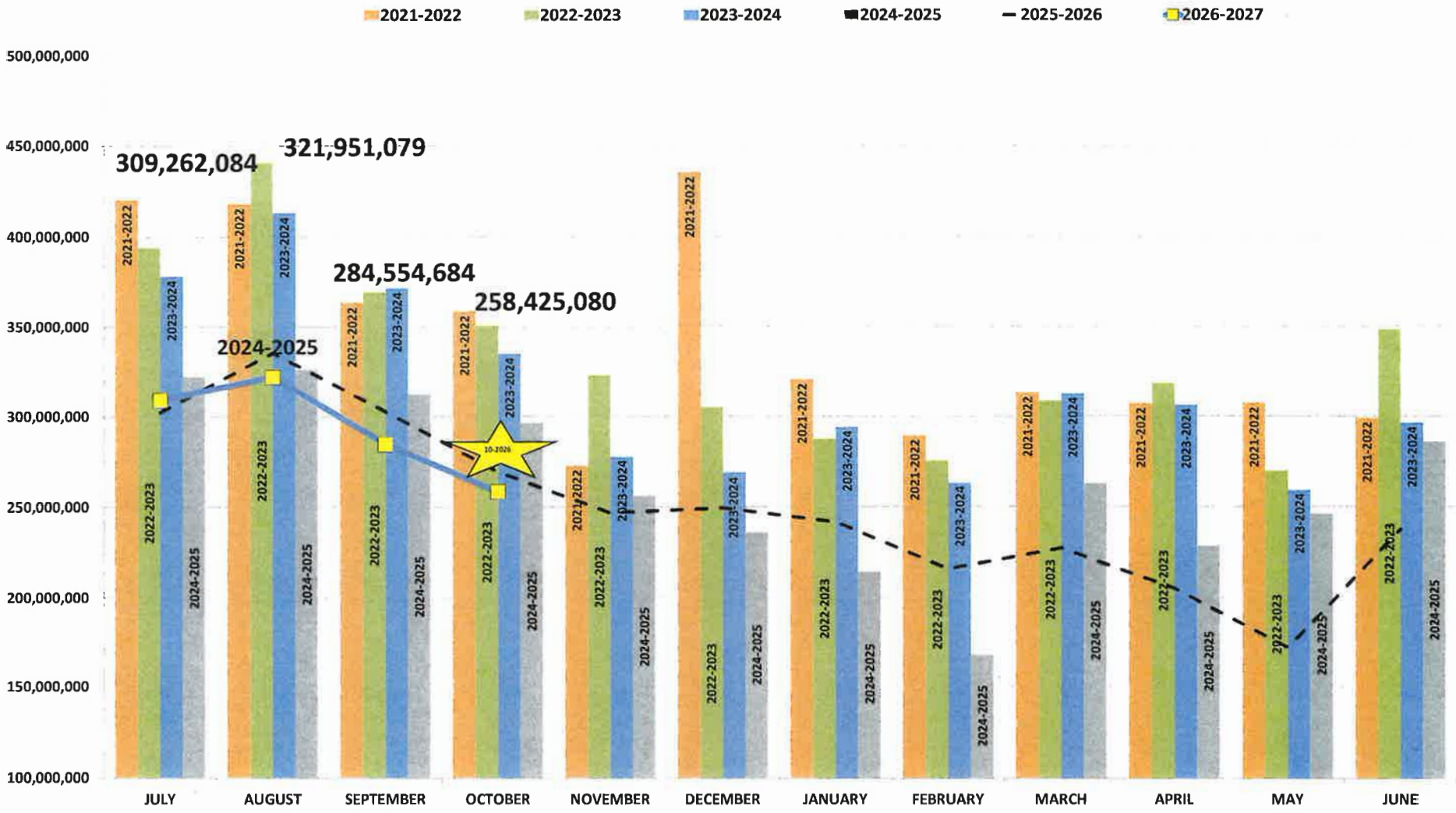
| MONTH | 2023-2024 | % OF FRESHWATER | 2024-2025 | % OF FRESHWATER | 2025-2026 | % OF FRESHWATER | 2026-2027 | % OF FRESHWATER |
|---|---|---|---|---|---|---|---|---|
| JULY | 263,329,992 | 67% | 227,572,720 | 60% | 203,289,466 | 63% | 190,010,814 | 61% |
| AUGUST | 295,516,306 | 67% | 239,290,170 | 58% | 225,905,521 | 69% | 199,855,275 | 62% |
| SEPTEMBER | 272,338,346 | 74% | 229,676,280 | 62% | 206,611,075 | 66% | 190,624,909 | 67% |
| OCTOBER | 253,506,078 | 72% | 233,118,110 | 70% | 196,483,626 | 66% | 193,360,774 | 75% |
| NOVEMBER | 202,962,783 | 63% | 191,010,520 | 69% | 178,871,914 | 70% | | |
| DECEMBER | 192,324,105 | 63% | 165,165,100 | 61% | 167,227,950 | 71% | | |
| JANUARY | 217,266,150 | 76% | 143,447,950 | 49% | 172,252,439 | 80% | | |
| FEBRUARY | 191,415,330 | 69% | 109,689,733 | 42% | 150,340,524 | 89% | | |
| MARCH | 223,890,110 | 72% | 188,474,904 | 60% | 191,220,646 | 73% | | |
| APRIL | 228,491,570 | 72% | 177,395,970 | 58% | 173,421,585 | 76% | | |
| MAY | 210,109,950 | 78% | 185,667,167 | 72% | 161,462,126 | 66% | | |
| JUNE | 230,573,430 | 66% | 203,241,012 | 69% | 185,650,026 | 65% | | |
| **TOTAL** | **2,781,724,150** | | **2,293,749,637** | | **2,212,736,898** | | **773,851,772** | |
| % Comparison to Prior Year | | | 82.46% | | 96.47% | | 92.98% | |

** MAY 2026 DISCHARGE CORRECTION -17,856,923.00

** JUNE 2026 DISCHARGE CORRECTION -16,408,055.00

# FRESH WATER USAGE

## PORT OF MORROW



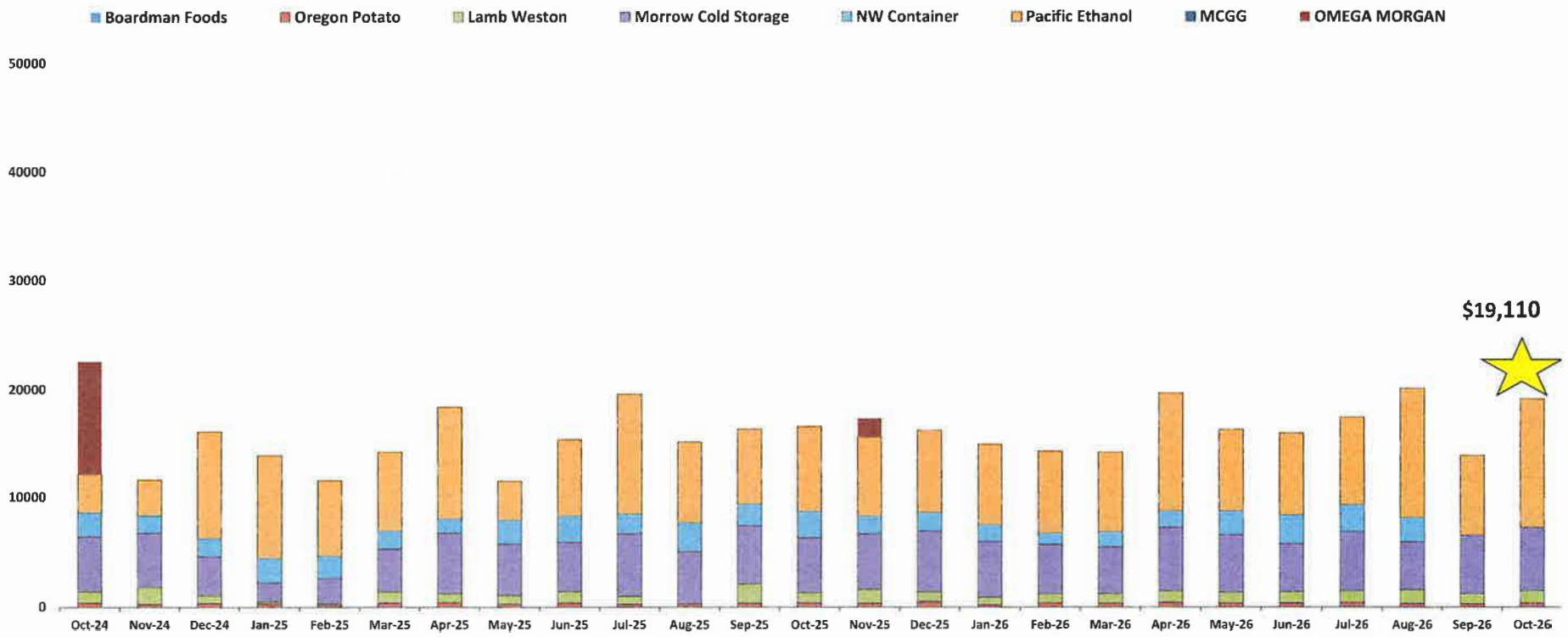
# PORT OF MORROW

## FRESHWATER USAGE | GALLONS

| MONTH | 2018-2019 | 2019-2020 | 2020-2021 | 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 | 2025-2026 | 2026-2027 |
|---|---|---|---|---|---|---|---|---|---|
| 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 | 309,262,084 |
| 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 | 321,951,079 |
| 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 | 284,554,684 |
| 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 | 258,425,080 |
| NOVEMBER | 328,108,354 | 340,867,947 | 303,106,812 | 272,661,760 | 322,925,308 | 277,795,184 | 256,372,887 | 246,699,402 | |
| DECEMBER | 263,833,618 | 325,237,392 | 304,861,310 | 435,165,524 | 305,451,594 | 269,232,266 | 236,214,824 | 249,577,417 | |
| JANUARY | 327,697,612 | 313,780,888 | 295,170,832 | 320,528,880 | 287,611,055 | 294,225,537 | 214,740,475 | 241,777,937 | |
| FEBRUARY | 279,727,769 | 268,354,892 | 279,800,684 | 289,225,101 | 275,594,810 | 263,544,967 | 168,166,879 | 215,933,750 | |
| MARCH | 343,631,014 | 340,085,377 | 305,167,862 | 313,115,041 | 308,887,380 | 312,744,328 | 263,196,106 | 227,301,394 | |
| APRIL | 292,554,567 | 284,196,934 | 276,225,507 | 307,025,023 | 318,554,548 | 306,512,421 | 228,653,211 | 205,168,913 | |
| MAY | 282,013,206 | 281,976,127 | 261,617,601 | 307,398,660 | 270,102,512 | 259,540,515 | 246,478,165 | 171,916,781 | |
| JUNE | 324,088,125 | 205,849,813 | 294,769,136 | 299,098,094 | 348,642,687 | 296,454,620 | 286,126,330 | 237,535,837 | |
| **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** | **3,006,221,793** | **1,174,192,927** |
| % Comparison to Prior Year | | 97.56% | 96.07% | 111.69% | 97.27% | 94.64% | 83.58% | 95.20% | 97.02% |

# RAIL TARIFF REVENUE

## PORT OF MORROW



# November 2026 Report

## Recap of Events and Programs

### Candy Crawl

The Boardman Chamber of Commerce hosted the Candy Crawl at the SAGE Center, attracting little over 2,200 people for a family-friendly evening of indoor trick-or-treating. Twenty local businesses participated by decorating the space and handing out candy, creating a fun and safe setting for children and families. The Chamber also distributed 965 books to participating youth to encourage reading and support childhood literacy. This book distribution was made possible through the support of Chamber Champions Program sponsors. The event brought families, businesses, and community partners together for a festive celebration.

### Linktree

The Chamber is using Linktree as a central place to find registration links for Chamber programs and events, as well as events hosted by our members. By sharing one easy-to-access link, we hope to make it simpler for residents and visitors to discover what is happening in Boardman and sign up to participate.

Scan the QR code to view our Linktree:

### GrowthZone Member Login Reminder

The Boardman Chamber of Commerce has successfully transitioned from ChamberMaster to GrowthZone, our new membership, communications, and event management platform.

We encourage all of our members to activate their accounts and create their individual logins. Through the GrowthZone Member Information Center, you can:

- Register for Chamber events
- Update your contact and organization information
- Create and share job postings
- Submit press releases and community news
- Access member resources and manage invoices

Account activation instructions and login information can be found in the Chamber newsletter or in a direct email from the Chamber. If you need a new invitation or assistance accessing your account, please contact the Chamber office at 541-481-3014 or info@boardmanchamber.org.

**2027 Visitor Guide**

Only a few advertising spots remain in the 2027 *Experience Boardman Oregon* Visitor Guide, and time is running out to participate! The Chamber is partnering with Lunar Cow Publishing to produce the guide, scheduled for release in January 2027 and distribution across Oregon. Featuring Boardman's riverfront, outdoor recreation, events, dining, shopping, and lodging, the guide offers businesses an opportunity to reach travelers as they plan their visits.

Lunar Cow is contacting businesses directly about the remaining ad placements. Watch for an email like the example below regarding the official Boardman Visitor Guide and reserve your space before the remaining spots are filled.



## Upcoming Events and Programs

### Community Christmas Celebration

The Chamber is preparing for its annual Community Christmas Celebration on Saturday, December 5, 2026. Children are invited to have their picture taken with Santa, and the Chamber will give a candy cane and "The Night Before Christmas" book to each child who participates. We look forward to celebrating the season with Boardman families and will share more event details as plans are finalized.

### 4th Quarter Luncheon – December 17, 2026

The Boardman Chamber of Commerce will host its Fourth Quarter Membership Luncheon on December 17, with **Tillamook** serving as Title Sponsor. Scheduled guest speakers include **Kelly Morgan with Lamb Weston** and **Kristian Thornton with Eastern Oregon Workforce Board**. We thank supporting sponsors **UEC, AWS, Threemile Canyon Farms, and Good Shepherd Health Care System** for helping bring our business community together to connect, learn, and hear timely updates.

### Tourism & Community Visibility Impact

The Chamber's events, visitor outreach, and business programs support its **Visibility, Voice, Value** framework. They increase Boardman's visibility as a place to visit, give local businesses a voice in community planning, and create value by connecting visitors with local places to stay, eat, shop, and explore.

Signature events give people a reason to visit Boardman and spend time in the community. The Visitor Guide and event promotions help turn that interest into visits to local businesses. Together, this work supports the future of the Boardman Chamber and the City of Boardman.

### Upcoming Chamber Events

- Community Christmas Celebration – December 5, 2026
- 4th Quarter Luncheon | Title Sponsor Tillamook – December 17, 2026
  - DATE CHANGE!! This will be on a Thursday, due to Christmas!

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. **Follow our Social Media channels** – Facebook, Instagram, LinkedIn, and YouTube!!

BOARDMAN COMMUNITY DEVELOPMENT ASSOCIATION

## Community Investment Projects and Programs

### BCDA Boardman Business Opportunity Incubator Update

BCDA continues to advance the approximately $6 million Boardman Business Opportunity Incubator, anchored by a secured $1.5 million U.S. Small Business Administration grant. The project has officially reached the 30% Construction Documents phase, marking an important milestone as the design and development details continue to take shape.

BCDA is also working with the project's primary prospective tenants to confirm Letters of Intent to lease space in the building. These commitments will help demonstrate tenant interest and support the financing needed to move the project forward.

The planned two-story, mixed-use facility will feature retail storefronts, executive office space, medical and service-based opportunities, and dedicated business incubator suites. The project is designed to support small-business development—with an emphasis on women-, minority-, and low-income entrepreneurs—while expanding services, creating economic opportunities, and strengthening Boardman's local economy.

BCDA continues to pursue additional funding partnerships and financing tools needed to complete the full project investment.

*Below is a conceptual design of the project. The design has not yet been finalized and remains subject to change.*



**Homebuyer Incentive Program**

As of this reporting period, **53 applications** totaling approximately **$265,000** have already been reserved through the 2026 Homebuyer Incentive Program. With the continued value of this program, the board has approved to continue past our budgeted amount of $250,000 for 2026. The Homebuyer Incentive Program provides a $5,000 grant to qualifying homebuyers within the 97818-zip code, directly supporting workforce housing, encouraging homeownership, and contributing to long-term community stability. Since its inception in 2016, the program has invested more than $2.5 million into the community.

**Pickleball Court Development**

The Boardman Community Development Association continues to advance plans for an **eight-court pickleball complex**, which will now be located on the **west side of the Field House near Boardman City Hall**. The eight individual courts will be designed to accommodate community recreation, league play, and regional tournaments.

The new location provides access to existing infrastructure and supporting amenities, including public restrooms, parking, play structures, and other nearby recreational activities. This will help create a convenient, family-friendly recreation area while reducing the need to duplicate infrastructure.

The estimated project investment is approximately **$950,000**, as project expenses and infrastructure needs continue to expand. Current committed funding includes **$500,000 from the Morrow County Unified Recreation District**, including an additional $200,000 recently awarded to help address rising project costs, and **$50,000 from Amazon Web Services**.

BCDA continues to pursue additional grants, sponsorships, and community donations to fully fund this important project. Once completed, the complex will promote community wellness, enhance Boardman's livability, and attract visitors and regional tournaments.

**Business Development**

The Boardman Community Development Association (BCDA) continues to work with investors and developers to bring new businesses and amenities to Boardman. By sharing local opportunities, connecting prospective partners with community leaders, and helping projects move forward, BCDA is working to expand services, create jobs, and make Boardman an even stronger place to live, work, and visit.

# BCDA Projects and Community Investment

*Boardman Community Development Association | Project overview through September 2026*

Over the years, BCDA has invested in the facilities, services, and opportunities that help Boardman families and businesses thrive. This snapshot includes completed investments, ongoing support, and projects in development.

## Housing and Economic Development

- **Home Buyers Incentive Program:** $2.5 million invested in homebuyer assistance since the program began in 2012; grants help qualifying households purchase homes in the 97818 ZIP code.
- **Broadband $**1.5 million invested in broadband infrastructure and connectivity.
- **Business and Workforce Recruitment:** Ongoing work with investors, developers, employers, and partners to attract businesses, amenities, and workforce housing.
- **Studies and Planning Investment:** Traffic studies and hospitality and tourism studies to inform growth and future projects.

## Recreation and Community Facilities

- **School and Youth Recreation Investments:** Basketball courts across the city, a new gym floor, bleachers, and basketball hoops at SBE. BCDA also provides $90,000 per year to Boardman Park and Recreation to cover youth sports costs for Boardman youth.
- **Field House:** BCDA supported construction and continues to operate the facility. Planned updates include new turf, walls, and lighting.
- **Community Improvements** include a new playground at the SAGE Center, $75,000 for the development of the original dog park, and $10,000 to Boardman Senior Center for capital projects.
- **Childcare Support:** Make an annual $30,000 donation to Families First Childcare Center to support the operational costs and provide support to our working families.

## Community Identity and Safety

- **Visibility and Public Spaces:** Wayfinding and Welcome to Boardman signs, a car wash mural, community metalwork art, and crosswalk lights improve the look and experience of Boardman.
- **Main Street and Park Flowers** along Main Street, planted trees and placed park benches and flower baskets to make shared spaces more welcoming.

- **Tourism Sponsorships Annually** support the Columbia River Walleye and BAM fishing tournaments helps draw visitors to Boardman and supports local businesses.

## Projects Now in Development

- **Boardman Business Center:** Approximately 20,000-square-foot mixed-use building planned for retail, services, business incubation, and offices. The project is estimated at approximately $6 million; BCDA has committed $2 million and secured a $1.5 million SBA grant.
- **Pickleball Courts:** An eight-court complex planned near the Field House for local play and tournaments, with an estimated project cost of approximately $750,000.

*Figures above reflect different time periods and project stages. Planned project costs are estimates and are separate from completed investments.*

PORT OF MORROW

# Employee *Thanksgiving* Feast

November 20, 2026
SAGE Event Center

11:30 AM - All Staff