



PORT COMMISSION MEETING

100 E STREET, COLUMBIA CITY, OR 97018

May 14, 2025

8:30 A.M.

The Port of Columbia County Commission Meeting will be in person. In accordance with state law, the meeting will also be accessible via telephone or Zoom. Members of the public may attend the meeting electronically by: <https://us02web.zoom.us/j/82458388252>

Call-In: (253) 205-0468

Meeting ID: 824 5838 8252

Passcode: 521734

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

A. Flag Salute

B. Roll Call

II. ADDITIONS TO AGENDA

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

A. *Approval of Minutes: April 9, 2025

B. *Finance Report: May 2025

C. *Approval of April Check Register and electronic payments in the total amount of \$ 463,940.42.

IV. COMMENTS FROM THE PUBLIC

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

V. OLD BUSINESS

A. Marina Update: Marina Study Sub-Committee

Sean P. Clark

B. Lignetics/Neighbors Update

Sean P. Clark

VI. NEW BUSINESS

A. Executive Director Review Discussion

Commission

B. Berry Global Rail Agreement

Amy Bynum

Staff Report

C. Budget Discussion & Community Giving Program

Guy Glenn, Jr

D. **Resolution 2025-08**

Lacey Tolles

Scappoose Airport Runway Rehabilitation Phase 3 Approval

Staff Report and Resolution

Exhibit



VII. EXECUTIVE DIRECTOR'S REPORT

VIII. COMMISSIONER REPORTS

IX. EXECUTIVE SESSION

The Board will hold an Executive Session to deliberate with persons designated to negotiate real property transactions under ORS 192.660 (2)(e) and to consider exempt public records, including written legal advice from Port General Counsel, which is privileged under ORS 40.225, exempt from disclosure under ORS 192.355(9)(a), and pursuant to ORS 192.660(2)(f).

X. ADJOURNMENT

Upcoming Meetings & Events

May 17		NAMI Walk
May 26		Memorial Day – Port Office Closed
May 28	TBD	Commission Work Session
May 31		Scappoose Adventure Fest
June 2	5:00 p.m.	Scappoose Airport Advisory Committee Meeting
June 11	8:30 a.m.	Commission Meeting

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

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



COMMISSION MEETING MINUTES

APRIL 9, 2025
100 E. STREET
COLUMBIA CITY, OREGON 97018

The Port of Columbia County held a Board meeting at 8:30 a.m. on Wednesday, April 9, 2025 at the Port office and via Zoom (*) video conferencing with the following people present:

Commissioners

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

Staff

Sean P. Clark	Executive Director
Amy Bynum	Deputy Executive Director
Bob Salisbury	Port General Counsel
Guy Glenn	Executive Finance Manager
Miriam House	Operations Manager
Elliot Levin	North County Ops. & Terminal Mgr.
Elizabeth Millager	Property Manager
Lacey Tolles	Airport Manager
Christa Burns	Administrative Assistant II
Sydell Cotton*	Assistant Finance Manager
Brittany Scott*	Finance Assistant
Clint Lukich*	Facility Maintenance Supervisor

Guests

Paul Sorenson	BST Associates
Sarah Stephenson	Humane Resources
Kim Karber	Columbia City, City Manager
Jay Tappan	St. Helens
Ralph Culpepper	Scappoose
Bob Gadotti*	Scappoose
Susan Tolleshaug*	St. Helens
Jan Mansheim*	
Brian Winningham*	BST Associates

503-412-8678*

President Brian Fawcett called the Port of Columbia County Commission Meeting to order at 8:30 a.m. All Commissioners were present.

Additions To Agenda

Brian Fawcett asked the Commission if there were any additions to the agenda. There were no additions.

Consent Agenda

Nick Sorber moved, Chip Bubl seconded a motion to adopt consent agenda items A, B, and C: March 5, 2025 Minutes, March 26, 2025 Minutes, April 2025 Finance Report, and March 2025 Check Register and electronic payments in the total amount of \$490,026.03. Robert Keyser abstained due to a conflict of interest. Motion carried, 4-0.

Comments From the Public

Port General Counsel Bob Salisbury introduced Sarah Stevenson of Humane Resources to the Commission as the new Human Resources (HR) consultant for the Port. Ms. Stevenson shared that she has over 20 years' experience in HR and previously worked in the technology and high-tech industries. Commissioner Ward asked Ms. Stevenson the name of her business and how long ago she started it. Ms. Stevenson replied that her business is named Humane Resources, and that she started it one year ago. Ms. Stevenson said she looks forward to working with Port staff.

Old Business

Airport Update

Airport Manager Lacey Tolles informed the Commission that the Airport Advisory Committee met on March 31 for their regular bi-monthly meeting. During that meeting, the Committee reviewed and provided feedback on three key Airport documents: Minimum Standards, the Airport Use Permit template, and the T-Hangar License Agreement. Ms. Tolles reported that the Committee came to agreement on updates to the T-Hangar License Agreement, including an annual minimum flat rate increase of 3.5% beginning July 1, 2026. This change removes the need for a Staff Report and Port Resolution every two years. In the T-Hangar Agreement, Section 6F was added requiring tenants to request approval from the Port to use their T-hangar for business purposes. The “As Is” condition section makes it clear that tenants accept hangars in the current condition and that the Port is not obligated to upgrade any hangars. The “Hold Harmless” section has been combined with a clarified “Indemnification” clause in section 18. The Committee will meet again for a final work session to review the Minimum Standards and Airport Use Permit template on April 25, 2025. Ms. Tolles also gave an update on the Runway Rehabilitation Project, which will involve significant work on the runway and lighting system, with a planned 60-day closure in summer 2026. She displayed pictures of the new emergency backup generators that have been installed and said they will be commissioned at the end of April. The Committee also voted to approve Jay Tappan as a new member of the Airport Advisory Committee.

Lignetics/Neighbors Update

Mr. Clark reported that he spoke with Lignetics Plant Manager Steve Nelson. Lignetics has been working on some of the new equipment upgrades, and the new stack is operating intermittently. They fixed some leaks in the air lines and are working on calibration. The transformer upgrade and scrubber installation are still moving forward. Mr. Clark announced that former Lignetics VP of Operations, Mike Sale, has left the company and there is no update yet on his replacement. Their Environmental Director Eric Lawrence retired last year. Mr. Clark stated he will keep the Commission informed as he receives new information on those management changes. Mr. Clark also indicated that Lignetics has switched to mostly barbeque versus fuel and also wood-based kitty litter, which is being distributed out of the plant locally. Lignetics still plans to expand the product line that was discussed last year. He asked Commissioners to let him know if they would like to take a tour of the plant to see their operations. Mr. Keyser asked for clarification on the scrubber and transformer progress. Mr. Clark responded that the hammermill is part of the transformer upgrade, so it has not been switched over yet. He confirmed the transformer has been purchased and the Columbia River PUD is storing it until it is ready to be installed. Mr. Keyser mentioned that the summer winds will start soon, and Mr. Clark said the Port will continue monitoring the situation.

New Business

Scappoose Bay Marine Park (SBMP) Study

Paul Sorenson of BST Associates (BST) gave a PowerPoint presentation on the SBMP feasibility study to provide an overview of the marina’s performance. BST is an economic research and strategic planning group experienced in evaluating both public and private marina facilities in the Pacific Northwest. Mr. Sorenson began by introducing himself to the Commission, highlighting his experience with waterfront property projects for various ports. The purpose of the SBMP study was to review the marina’s overall financial performance, assets, usage trends, and economic impact and to generate options for future consideration. When looking at revenue trends from 2017-2024, moorage accounted for 45% of gross revenues, campground use accounted for 26%, parking and launch fees 18%, leases 8%, and other revenues 3% of total revenue. Mr. Sorenson also went over expense trends, noting that the marine park’s operating expenses are underreported and an online reservation system for moorage could help reduce administrative costs. The SBMP Revised

Income Estimate for FY2024 showed a net operating income loss of \$549,600 before depreciation and interest. Additionally, SBMP represents 8% of the Port's operating revenue and 19% of operating expenses, with SBMP operating losses accounting for 44% of the Port's overall net operating income. This constrains the ability of the Port to undertake proposed capital improvements. SBMP has a significantly lower net income compared with peer marinas. Additionally, moorage rate increases for the SBMP have increased 2.5% per year from 2015–2024 which has not kept up with the Consumer Price Index (CPI) increase of 3.6%. He recommends establishing a process that increases rates annually and improving the marina's net income by increasing moorage to market rates and decreasing expenses. Mr. Sorenson highlighted the need for a 5-year plan and encouraged the Port to look at costs associated with keeping floating homes in the facility. The study also looked at water depth adequacy in the channel and within the marina footprint, referencing a National Oceanic and Atmospheric Administration (NOAA) chart and a November 2024 study by Lower Columbia Engineers (LCE). The LCE study predicted sediment accumulation at two inches per year. Mr. Sorenson noted that dredging requirements are the most significant capital improvement and pointed out that some dredging requirements are for just a few of the marina tenants. An estimate for facility improvements in 2023 dollars amounted to \$5.4 million excluding dredging. Some of these capital improvements include replacing the dock, gangway, electrical system, steel piles, kayak docks, and utilities. The dredging cycle repeats every seven to ten years at a cost of \$2.7 million to \$3.5 million, excluding the channel and any additional costs. Maintaining current depths in the basin would cost an additional \$270,000 - \$570,000 per year with dredging costs in the channel unknown. Factoring in the cost of dredging increases the total SBMP net loss to \$820,000 to \$950,000 per year, assuming SBMP fees remain at current levels. Mr. Sorenson stated that substantial net losses along with dredging costs are not sustainable and the Port should explore options based on costs and usage trends.

Some overall considerations for SBMP include raising moorage rates, charging separate utility fees, getting an online moorage reservation system and eliminating uses that require dredging to maintain water depth levels. Mr. Sorenson brought up the possibility of a public-private partnership to help preserve the marine park including the nature trails, the uplands and tidelands. The key is to have a public partner with the ability to help with funding. He mentioned that the same challenges pertain to all marina operators as capital costs increase and operating costs outpace revenue growth, noting the uncertainty of grants to fund capital improvements.

The Commission held a brief discussion and Ms. Ward asked for a suggestion on where to start on taking a deeper dive on the study of the marina. Mr. Sorenson replied that there needs to be more analysis on the channel and how rapidly the shallowing is occurring. Mr. Clark inquired about the number of slips and Mr. Sorenson said the number of slips and campground sites at SBMP are small without much room to expand, so the costs are higher on a per-slip basis. Ms. Ward asked Operations Manager Miriam House if there are currently issues with any of the facilities hitting bottom in the Summer. Ms. House responded that there is less water on the back end of the floating homes which causes some tipping. The Commission thanked Mr. Sorenson for his informative presentation and said it was very well done.

The Scappoose Bay Marine Park Study is on file at the Port office and available online at www.portofcolumbiacounty.org/business-and-development/page/scappoose-bay-marine-park-study.

Resolution 2025-06

Airport Manager Lacey Tolles presented Resolution 2025-06 to appoint Jay Tappan to the Scappoose Airport Advisory Committee. There is currently one vacancy on the Committee. Jay Tappan submitted an application which was reviewed at the most recent advisory committee meeting on March 31, 2025. After a discussion of Mr. Tappan's interest and background, which includes many years of aviation industry expertise, the Airport Advisory Committee unanimously voted to recommend Mr. Tappan to join. Scappoose Airport Advisory Committee members serve for three years. If approved, Mr. Tappan's term will be up for renewal in April 2028.

Robert Keyser moved, Nick Sorber seconded a motion to adopt Resolution 2025-06. The motion carried unanimously, 5-0.

Resolution 2025-07

Airport Manager Lacey Tolles presented Resolution 2025-07 to establish airport hangar and tie down fees at the Scappoose Airport. Rental rates for airport non-commercial tenants have traditionally been adjusted by Resolution bi-annually. The last adjustment occurred in October 2023. In this cycle, the two-year Consumer Price Index (CPI) amounted to a 6.3% increase. This 6.3% rate increase was presented to the Airport Advisory Committee at their March 31 meeting and the Committee voted to recommend a 6.3% increase. This increase will better position the Scappoose Airport compared to neighboring airport's current rates and the additional revenue will help fund future airport improvement projects. Therefore, Ms. Tolles recommends approval of the 6.3% increase to all non-commercial airport tenant hangar rates.

Chip Bubl moved, Nick Sorber seconded a motion to adopt Resolution 2025-07. The motion carried unanimously, 5-0.

Fiscal Year 2026 Operating Budget Priorities

Executive Finance Manager Guy Glen presented a PowerPoint on the Fiscal Year 2026 (FY26) Operating Budget as part of the annual budget process. At the last Commission meeting on March 26, Mr. Glenn spoke about capital and major maintenance budget priorities. Today's presentation focuses on the operating budget with an emphasis on long-term risk management and strategic planning. Mr. Glenn said the goal is to gather feedback from the Commission to help guide the development of the Port's FY26 Proposed Budget. Mr. Glenn highlighted the Port's intent to align budget priorities with the SBP and improve the Port's long term financial strategy. He indicated that one way to do this is through risk management, which involves identifying, evaluating and proactively managing risks. A key part of risk management is risk mitigation, which is the process of reducing the likelihood and impact of potential risks that helps organizations prepare for and respond to threats. Mr. Glenn displayed two graphs identifying financial trends from 2019–2024. Graph 1 showed the fiscal year operating revenue and expense history from 2020-2024. Graph 2 identified the Port's net position (equity) from 2019-2024. Net position represents the difference between assets and liabilities. The Port's net position has been flat and slightly declining from 2019-2022. In 2023, the Port was required to book a liability on the required environmental cleanup of the former Pope & Talbot site at Railroad Avenue which amounted to \$19.6 million. This amount increased to \$22.1 million in 2024 and may continue to rise in future fiscal years. The negative impact of recording this liability is substantial and a reduction in net position of this magnitude will weigh heavily on the Port's financial condition going forward.

Mr. Glenn proposed several operating priority areas for discussion which include diversifying revenue, building and replenishing financial reserves, and implementing the strategic plan. These priority areas focus on growing and stabilizing revenue, identifying budgetary pressures and

challenges, securing funding for capital and major maintenance projects, reserving funds for planned future investments and improving net position. Revenue from Port Westward and industrial park tenants represents approximately 85% of operating revenue, with less than eight of those tenants comprising over 65% of revenue. Mr. Glenn emphasized the importance of diversifying the Port's operating revenue through its tenant base, the industry sector, and investing in capacity. He referred to "investing in capacity" as investing in projects that are impactful in creating residual value in terms of our local economy and revenue generation for the Port. Supplemental sources of funding in the form of non-operating income, such as tax revenue, are also an essential part of stabilizing the budget and building up reserves.

The financial planning section of the SBP contains elements required by the State of Oregon including a recommendation to create a financial policy, which Mr. Glenn said he plans to present to the Commission within this calendar year. This financial policy will define the Port's financial reserves, establish a debt service coverage ratio target level, include a contingent liability and asset replacement section, and a section on pursuing external funding sources, such as grants and general obligation bonds, to improve port infrastructure and assets. Mr. Glenn noted that the Port has extensive needs to invest in excess of \$50 million in assets and infrastructure over the next ten to fifteen years. This amount is likely to increase with inflation. He recommends strengthening the Port's risk profile and the future position and relevance of the Port in the community.

The Port Commission held a discussion on the potential reinstatement of the tax to address financial challenges. Commissioners considered some benefits of the tax including the potential to leverage grant funding, provide environmental cleanup of the former Pope & Talbot site, and support future capital projects. They also voiced their concerns about additional taxes on citizens, especially given recent economic uncertainties, and emphasized the need for more public outreach to communicate the benefits of the tax to constituents. Mr. Glenn requested direction for Port staff on whether to include the tax in the upcoming draft Budget. Commissioners agreed to include the tax levy in the FY26 Proposed Budget for the upcoming April 29 Budget Committee meeting. They asked Port staff to prepare information on the potential benefits of a tax levy. Commissioners would like Port staff to monitor the DEQ analysis of the potential tax levy revenue inclusion in environmental cleanup costs. They also asked staff to investigate the possibility of expanding and repurposing the Railroad Avenue property. Mr. Glenn thanked the Commissioners and said their feedback is welcome throughout the Budget process. He said their advice is essential in guiding Port staff and the Budget Committee in the development of the proposed FY26 Budget. The first Budget Committee meeting will be on April 29 followed by a second Budget Committee meeting on May 13 if needed. The Budget Public Hearing is scheduled for June 11 followed by adoption of the Budget by the Port Commission and filing with the County. The Fiscal Year 2026 Operating Budget Report is on file at the Port office.

Executive Director's Report

Executive Director Sean P. Clark reported a recent incident at the SBMP boat launch where a boat slipped off of the trailer. The situation was handled successfully by the Port Maintenance team and there were no injuries or interruptions to launch operation. Mr. Clark attended the annual Scappoose Town Hall on April 5 with Ms. Ward and Ms. Tolles. Port Deputy Director Amy Bynum and Mr. Clark met with Paul Vogel of the Columbia Economic Team (CET). CET will hold a reception on April 11. Mr. Clark will be attending the Columbia Pacific Economic Development District (Col-Pac) and Northwest Oregon Economic Alliance (NOEA) board meeting on April 10. The Oregon Pacific Ports Association (OPPA) Ports Day at the Capitol in Salem will also be held on April 10, which Mr. Clark will attend with Port General Counsel Bob Salisbury and Port Communications and External Affairs Manager Gina Sisco. The Columbia County City-County Dinner will be held on April 19 at the John



Gumm Building in St. Helens. Mr. Clark encouraged Commissioners to let him know if they are available to attend any of these upcoming events. There are two upcoming Budget Committee meetings on April 29 and May 13 (if needed), both scheduled for 10:00 a.m. Brian Fawcett and Robert Keyser will attend the April 29 meeting virtually. The Executive Director Report is on file at the Port office.

Commissioner Reports

Nancy Ward had no report.

Chip Bubl had no report.

Nick Sorber thanked Mr. Glenn and Port staff for their work on the budget and the marina study.

Robert Keyser commented on the marina study and said Mr. Glenn's information has been valuable.

Brian Fawcett echoed the other Commissioner comments on the marina and the finance discussion.

All Commissioners expressed their appreciation for all of the detailed financial information presented at today's meeting.

Executive Session

The Board held an Executive Session to deliberate with persons designated to negotiate real property transactions under ORS 192.660(2)(e) and to consider exempt public records, including written legal advice from Port General Counsel, which is privileged under ORS 40.225, exempt from disclosure under ORS 192.355(9)(a), and pursuant to ORS 192.660(2)(f).

**THERE BEING NO FURTHER BUSINESS BEFORE THE COMMISSION, THE MEETING
ADJOURNED AT 10:40 A.M.**

President

May 14, 2025

Date Adopted

Secretary



STAFF REPORT

DATE: May 8, 2025
TO: Port Commission Board
FROM: Guy Glenn
Executive Finance Manager
RE: April 2025 Financial Update

Finance Report

Discussion:

Income Statement and Check Register: The April Preliminary Income Statement and April 30th, 2025 Balance Sheet are attached in addition to the combined April check register and electronic disbursements. I have also included notes on the income statement for your reference.

Cash and Investments as of April 30, 2025: \$ 14,607,302.47

- BMO - \$ 178,736.14
- LGIP - \$ 9,673,552.47
- LGIP - \$ 2,518,603.26
- LGIP - \$ 2,236,610.60

Checks and electronic payments issued in April of 2025 total: \$463,940.42

April Highlights:

- FY26 Budget Committee meeting completed
- BST Marina Study completed and presented
- Online payment options now available for customers
- Project management and grant support
- FY26 employee benefits plan renewal

Port of Columbia County

Income Statement for the period ending April 30, 2025

	Current	Yr To Date	Annual	%	Prior YTD	Increase
	Actual	Actual	Budget	Remaining	Actual	(Decrease)
Resources						
Property Taxes	21	224	-	0.0%	8,226	(8,002)
Licenses and Permits	48,411	472,312	559,057	15.5%	471,010	1,302
Rents and Reimbursements	498,505	7,145,101	4,528,546	-57.8%	5,686,576	1,458,525
Terminal Services	1,800	461,368	730,000	36.8%	365,591	95,777
Bayport RVPark	14,425	112,656	147,860	23.8%	98,733	13,923
Parking Fees	14,711	88,749	-	0.0%	44,114	44,635
Launch Fees	-	-	91,000	100.0%	22,393	(22,393)
Other Marina Fees	275	2,896	5,400	46.4%	2,340	556
Grants	-	163,749	1,305,000	87.5%	377,292	(213,543)
Loan Proceeds	-	-	-	0.0%	0	-
Interest Earnings	54,149	587,310	376,757	-55.9%	413,642	173,668
InterGovernmental Income	-	-	-	0.0%	0	-
Contributions	-	-	-	0.0%	0	-
Miscellaneous Income	27,725	246,513	50,000	-393.0%	90,225	156,288
				0.0%		
Total Resources	660,023	9,280,877	7,793,620	-19.1%	7,580,142	1,700,736
Requirements						
Personnel Services	148,183	2,015,000	2,906,505	30.7%	2,027,558	(12,558)
Materials and Services	64,488	1,748,818	3,771,568	53.6%	2,432,422	(683,604)
Capital Outlay	167,958	2,105,655	4,152,000	49.3%	663,829	1,441,826
Debt Service	-	574,023	386,742	-48.4%	695,851	(121,828)
Contingency	-	-	6,439,958	100.0%	0	-
Total Requirements	380,629	6,443,495	17,656,773	63.5%	5,819,660	623,835
Change in Net Position	279,394	2,837,382		0.0%	1,760,482	1,076,901

Note: Rents & Reimbursements - includes 1.) \$1.75 million in non-recurring insurance recovery, and 2.) approximately \$2.15 million in Accts Receivable and late fees, assuming full recovery, not adjusted for any uncollectible portion. Net Position reported does not adjust for these two factors, totaling roughly \$3.83 million.

Port of Columbia County
Balance Sheet – April 30, 2025

	Apr 2025	Apr 2024
ASSETS		
Current assets		
Cash and Investment	14,872,736	9,892,421
Cash restricted for debt payments	-	921,778
Receivables, net of allowances	1,324,269	429,549
Prepaid Expenses	-	27,796
Total current assets	16,197,005	11,271,544
Noncurrent assets		
Capital Assets	-	-
Depreciable capital assets	64,116,527	63,908,238
Non depreciable capital assets	12,573,851	12,090,960
Accumulated depreciation	(36,265,424)	(34,062,558)
Capital assets, net	40,424,954	41,936,640
Receivables from other organizations	1,455,969	1,593,711
Total noncurrent assets	41,880,923	43,530,351
Deferred outflows of resources	285,578	285,578
Total Assets and deferred outflows	58,363,506	55,087,473
LIABILITIES AND NET POSITION		
Current liabilities		
Accounts payable	9,272	(3,851)
Accrued interest payable	90,738	77,291
Retainage Payable	-	-
Accrued payroll costs	507	(437)
Compensated balances	199,969	169,742
Deferred revenue	(26,998)	(108)
Deposits	435,637	681,298
Notes payable and assessment debt - current	372,072	268,196
Total current liabilities	1,081,196	1,192,131
Noncurrent liabilities		
Notes Payable	4,431,351	4,702,099
Special assessment debt with government commitment	1,310,253	1,455,970
Environmental Clean-up Liab. RR Ave	22,100,000	19,600,000
Net pension liability	865,616	865,616
Total noncurrent liabilities	28,707,220	26,623,685
Deferred inflows of resources	-	-
Net position		
Investment in capital assets, net of related debt	29,519,113	29,519,113
Unrestricted	(3,807,180)	(4,960,504)
Restricted for debt payments	-	921,778
Current Year Income (loss)	2,863,157	1,791,271
Total net position	28,575,090	27,271,658
Total liabilities, deferred inflows and net position	58,363,506	55,087,473

**Port of Columbia County
Voucher Approval List - April 2025**

Check Date	Check Number	Vendor Name	Check Amount	Voided
4/3/2025	46337	Ambient IT Solutions	\$218.75	No
4/3/2025	46338	CED	\$2,726.65	No
4/3/2025	46339	Chris O Janitorial LLC	\$1,711.66	No
4/3/2025	46340	City of Columbia City	\$258.49	No
4/3/2025	46341	City of Clatskanie	\$81.68	No
4/3/2025	46342	Columbia County Dept.of Community Justice Adult Division	\$1,875.00	Yes
4/3/2025	46343	VASA Hldgs LLC dba	\$622.36	No
4/3/2025	46344	Fast-Mat - Summit LLC	\$476.00	No
4/3/2025	46345	Brian Fawcett	\$584.80	No
4/3/2025	46346	Global Security	\$194.85	No
4/3/2025	46347	KJ Security Solutions & Locksmith	\$194.00	No
4/3/2025	46348	Lawrence Oil Company	\$60.90	No
4/3/2025	46349	LoopNet	\$677.82	No
4/3/2025	46350	Northeast Electric, LLC	\$111,200.00	No
4/3/2025	46351	Oregon Department of State Lands	\$514.72	No
4/3/2025	46352	Pacific Energy Group LLC	\$1,847.07	No
4/3/2025	46353	Pacific Office Automation-Problem Solved	\$414.21	No
4/3/2025	46354	Staples Inc dba	\$347.52	No
4/3/2025	46355	SDIS	\$1,088.70	No
4/3/2025	46356	Shred Northwest, Inc	\$60.00	No
4/3/2025	46357	Sonitrol Pacific	\$515.40	No
4/3/2025	46358	Sunset Auto Parts	\$136.93	No
4/3/2025	46359	SupplyWorks	\$114.62	No
4/3/2025	46360	Voya - State of Oregon	\$4,834.00	No
4/3/2025	46361	Wilson Oil Inc dba	\$306.38	No
4/3/2025	ACH4289	My System Shield LLC	\$3,106.00	No
4/10/2025	46362	Ace Hardware - St Helens	\$848.92	No
4/10/2025	46363	Ace Hardware - Scappoose	\$92.95	No
4/10/2025	46364	Ambient IT Solutions	\$1,392.00	No
4/10/2025	46365	AT&T Mobility	\$1,034.51	No
4/10/2025	46366	Cable Huston	\$577.50	No
4/10/2025	46367	CED	\$97.50	No
4/10/2025	46368	Columbia County Dept.of Community Justice Adult Division	\$750.00	No
4/10/2025	46369	Comcast	\$612.79	No
4/10/2025	46370	Comcast Business-Ethernet	\$1,141.95	No
4/10/2025	46371	Hudson Garbage Service	\$754.09	No
4/10/2025	46372	Hudson Portable Toilet Service	\$642.68	No
4/10/2025	46373	Kiwanis Club of St. Helens	\$500.00	No
4/10/2025	46374	KPFF, Inc	\$15,342.50	No
4/10/2025	46375	Oregon Business & Industry Association	\$640.00	No
4/10/2025	46376	Oregon City Attorneys Association	\$335.00	No

4/10/2025	46377	O'Reilly Auto Enterprises LLC	\$169.98	No
4/10/2025	46378	Pacific Office Automation	\$357.00	No
4/10/2025	46379	Forrest Preston	\$500.00	No
4/10/2025	46380	RAILWORKS TRACK SYSTEMS LLC	\$1,500.00	No
4/10/2025	46381	Scappoose Sand and Gravel	\$42.17	No
4/10/2025	46382	Scappoose Public Library	\$1,000.00	No
4/10/2025	46383	Waste Management of OR, Inc.	\$34.64	No
4/10/2025	ACH041125	Oregon Public Employees Retirement System	\$10,106.99	No
4/10/2025	ACH135790585	The Standard	\$2,340.60	No
4/10/2025	ACH4225192006	Cintas Corporation No 3	\$56.41	No
4/10/2025	ACH4226686015	Cintas Corporation No 3	\$168.66	No
4/10/2025	ACH5102603 03-18-25	Clatskanie PUD	\$16.00	No
4/11/2025	ACH11033501 03-18-25	Clatskanie PUD	\$696.76	No
4/11/2025	ACH1FCL-JFCV-Q1MG	Amazon Capital Services	\$317.01	No
4/11/2025	ACH4226081030	Cintas Corporation No 3	\$56.41	No
4/11/2025	ACH5102503 03-18-25	Clatskanie PUD	\$29.15	No
4/11/2025	ACH5103600 03-18-25	Clatskanie PUD	\$217.23	No
4/11/2025	ACH5111001 03-18-25	Clatskanie PUD	\$83.27	No
4/11/2025	ACH5758 03-28-25	Ziply Fiber	\$139.20	No
4/11/2025	ACH8407411542	Cintas First Aid & Safety	\$108.00	No
4/11/2025	ACH90057300 03-18-25	Clatskanie PUD	\$389.45	No
4/11/2025	ACH9314799264	Cintas Corporation No 3	\$216.00	No
4/17/2025	ACH31325-0	Next Adventure	\$7,000.00	No
4/23/2025	46384	Ambient IT Solutions	\$131.25	No
4/23/2025	46385	Bemis Printing & Graphics	\$375.05	No
4/23/2025	46386	CED	\$39.00	No
4/23/2025	46387	CenturyLink	\$358.79	No
4/23/2025	46388	Century West Engineering	\$37,063.00	No
4/23/2025	46389	CenturyLink	\$56.63	No
4/23/2025	46390	Columbia County Fairgrounds	\$1,500.00	No
4/23/2025	46391	Columbia City Community Library	\$500.00	No
4/23/2025	46392	Comcast	\$2,663.39	No
4/23/2025	46393	Comcast Business-Office Phones	\$1,145.96	No
4/23/2025	46394	Consor North America, Inc	\$1,675.00	No
4/23/2025	46395	Sydell Cotton	\$50.00	No
4/23/2025	46396	Encore Business Solutions	\$168.75	No
4/23/2025	46397	Humane Resources LLC	\$1,500.00	No
4/23/2025	46398	Integrity IT Group, LLC	\$8,400.00	No
4/23/2025	46399	KPFF, Inc	\$4,352.75	No
4/23/2025	46400	Maritime Commerce Club	\$120.00	No
4/23/2025	46401	Metro Overhead Door	\$60.00	No
4/23/2025	46402	Elizabeth Millager	\$305.63	No
4/23/2025	46403	National Domains LLC	\$224.00	No
4/23/2025	46404	Northwest Environmental Business Council, dba	\$550.00	No
4/23/2025	46405	Oregon City Attorneys Association	\$600.00	No

4/23/2025	46406	Pacific Energy Group LLC	\$1,140.77	No
4/23/2025	46407	Rapid Print Solutions	\$597.74	No
4/23/2025	46408	Brittany Scott	\$50.00	No
4/23/2025	46409	Shred Northwest, Inc	\$60.00	No
4/23/2025	46410	Sonitrol Pacific	\$438.40	No
4/23/2025	46411	Voya - State of Oregon	\$4,834.00	No
4/23/2025	46412	Wilson Oil Inc dba	\$914.44	No
4/25/2025	ACH001700-001 41525	City of Scappoose	\$114.95	No
4/25/2025	ACH003061-000 41525	City of Scappoose	\$1,867.47	No
4/25/2025	ACH003061-001 41525	City of Scappoose	\$42.55	No
4/25/2025	ACH040425	Oregon Public Employees Retirement System	\$10,189.68	No
4/25/2025	ACH2005669000 41525	City of St. Helens	\$24.10	No
4/25/2025	ACH2005670000 41525	City of St. Helens	\$305.25	No
4/25/2025	ACH2005705000 41525	City of St. Helens	\$17,520.16	No
4/25/2025	ACH2305551000 41525	City of St. Helens	\$673.96	No
4/25/2025	ACH2305703000 42225	City of St. Helens	\$218.76	No
4/25/2025	ACH251050001082	Regence BlueCross BlueShield of Oregon	\$30,066.56	No
4/25/2025	ACH2651864-7 4-9-25	NW Natural Gas Company dba	\$120.23	No
4/25/2025	ACH4090007 4-7-25	Clatskanie PUD	\$50.70	No
4/25/2025	ACH4228168983	Cintas Corporation No 3	\$61.59	No
4/25/2025	ACH4266	My System Shield LLC	\$836.00	No
4/25/2025	ACH4277	My System Shield LLC	\$836.00	No
4/25/2025	ACH4290	My System Shield LLC	\$836.00	No
4/25/2025	ACH443228-2 4-14-25	NW Natural Gas Company dba	\$23.15	No
4/25/2025	ACH4611348-6 4-14-25	NW Natural Gas Company dba	\$171.18	No
4/25/2025	ACH510229-8 4-14-25	NW Natural Gas Company dba	\$137.72	No
4/25/2025	ACH5264345603	Cintas Corporation No 3	\$42.80	No
4/25/2025	ACH5621 4-15-25	Columbia River PUD	\$4,852.84	No
4/25/2025	ACH84198 4-15-25	Columbia River PUD	\$166.23	No
4/29/2025	ACH5758 4-28-25	Ziply Fiber	\$139.20	No

116

ACH and Check Payments - Sub Total

\$321,772.46

Electronic Bank Transactions

4/2/2025	DAJ000007286	4-2-25 RV Park Merch Fee 3111	\$816.63
4/2/2025	DAJ000007287	4-2-25 RV Park Merch Fee 3111	\$425.00
4/2/2025	DAJ000007288	4-2-25 SBM Merch Fee 8904	\$272.85
4/2/2025	DAJ000007289	4-2-25 Office Cards Merch Fee	\$179.99
4/3/2025	WDL000007263	ADP PPE 032925 PPD 040425	\$68,701.49
4/11/2025	WDL000007325	4-11-25 ADP MO Fee	\$81.12
4/14/2025	DAJ000007317	RV Park Lodging Tax Q1	\$368.19
4/14/2025	DAJ000007330	4-14-25 RVP Resv Refund 3111	\$320.00
4/17/2025	WDL000007318	ADO PPE 041225 PPD 041825	\$68,411.36
4/18/2025	WDL000007349	4-18-25 Cardinal Srvs Payroll	\$1,724.80
4/22/2025	DAJ000007361	4-22-25 MO Bank Fee	\$471.82
4/25/2025	DAJ000007376	4-25-25 HRA Reimbursement	\$313.59
4/25/2025	WDL000007375	4-25-25 ADP Payroll Fees	\$81.12

Electronic Bank Transactions - Sub Total

\$142,167.96

Total Check and Electronic Disbursements

\$463,940.42

APRIL 2025

CC: BS

**PORT OF COLUMBIA COUNTY
Request for Reimbursement and Commissioner Stipend**

It is the policy of the Port of Columbia County to reimburse commissioners for legitimate expenses made or costs incurred by commissioners in the course of conducting Port business. All requests for reimbursement must include receipts or other adequate documentation. Vehicle reimbursement may be made for the use of a personal vehicle for official business only.

Commissioner Ward

Date of Request 05.02.2025

Date	Description	Meeting Stipend	Expense or Mileage Reimbursement				
			Miles Driven	2025 Rate	Mileage	Meals and Other	Total
04.05.2025	Scappoose Town Hall	\$ 50.00	4	0.7000	\$ 2.80	\$ -	\$ 2.80
04.08.2025	Airport Meeting w/staff	\$ 50.00	26	0.7000	\$ 18.20		\$ 18.20
04.09.2025	Port Board Meeting	\$ 50.00	26	0.7000	\$ 18.20		\$ 18.20
04.17.2025	Scappoose Economic Development	\$ 50.00	6	0.7000	\$ 4.20		\$ 4.20
04.21.2025	Runway project - Century West	\$ 50.00	26	0.7000	\$ 18.20		\$ 18.20
04.25.2025	Airport Advisory Meeting	\$ 50.00	26	0.7000	\$ 18.20		\$ 18.20
04.27.2025	Adgenda Packet - Budget Meeting	\$ 50.00		0.7000	\$ -		\$ -
04.29.2025	Budget meeting	\$ 50.00	26	0.7000	\$ 18.20		\$ 18.20
04.29.2025	City-County dinner		22	0.7000	\$ 15.40		\$ 15.40
04.01.2025	Misc phone calls*	\$ 50.00		0.7000	\$ -		\$ -
				0.7000	\$ -		\$ -
				0.7000	\$ -		\$ -
				0.7000	\$ -		\$ -
				0.7000	\$ -		\$ -
				0.7000	\$ -		\$ -
				0.7000	\$ -		\$ -
				0.7000	\$ -		\$ -
TOTAL REQUESTED REIMBURSEMENT		\$ 450.00			\$ 113.40	\$ -	\$ 113.40

Reviewed By:
JSS

I certify that the expenses sought to be reimbursed were incurred in the course of official PORT business and were paid by me from my own funds. I affirm the accuracy of this information.

POSTED

Nancy Ward
Signature

600-6600-01-010 = \$113.40



Berry Global Rail Agreement

STAFF REPORT

DATE: May 14, 2025
TO: Board of Port Commissioners
FROM: Amy Jauron Bynum – Deputy Executive Director
RE: **Berry Global Rail Agreement: Update Only, No Action Needed**

Discussion

Berry Global utilizes a small portion of the Multnomah Spur for their operations at Old Portland Rd, Warren. The Port owns and maintains the Multnomah Spur for our tenant, Stella Jones, whose operation is located at the end of the line within the Multnomah Industrial Park. As the spur is used by multiple operators, each contributes to the wear and tear. Without a formal agreement, there is a risk of disputes over who is responsible for which costs.

The signed and attached Rail Use Agreement creates a clear framework for dividing costs by proportionate share for both repair and preventative maintenance of the spur. The Agreement specifies that Berry Global shall contribute to future maintenance expenses incurred on the spur based on the length of the overall spur that they use and the number of rail cars traveling upon it in a given time (length and load).

Berry Global has been a good community partner of the Port and a longstanding user of the Multnomah spur. This Agreement will memorialize and streamline the process of cost sharing.



RAIL USE AGREEMENT

THIS RAIL USE AGREEMENT ("**Rail Agreement**"), effective the 1st day of May, 2025 (the "**Effective Date**"), by and between BERRY GLOBAL, INC., incorporated in Delaware ("Berry Global") and THE PORT OF COLUMBIA COUNTY, a municipal corporation of the State of Oregon ("**the Port**").

NOW THEREFORE, for valuable consideration, the current receipt, reasonable equivalence, and sufficiency of which are hereby acknowledged by each of the Parties, the Parties each agree as follows:

1. Description and Use of Rail Spur

Subject to the terms and conditions herein, the Port hereby agrees to allow Berry Global to use the approximately 0.9-mile rail spur running from the Portland & Western operated main line adjacent to Highway 30 to the terminus at the Multnomah Industrial Park as proposed and depicted hereto in **Exhibit A ("Rail Spur")**. Berry Global shall have the non-exclusive right to use the Port's Rail Spur ("**Allowed Use**"). No use other than the Allowed Use may be made of the Rail Spur without the prior written approval of the Port, which approval shall be given or denied at the sole discretion of the Port. If there is a conflict with other users of the Rail Spur, the Port shall have sole discretion to decide any such conflicts and decide which user has priority use of the Rail Spur.

2. Term

The term of this Rail Agreement shall commence on the Effective Date and run a five-year term with three possible Extension Terms of five years each, unless either party sends written notice terminating this Rail Agreement pursuant to Section 15 herein.

3. Fees

Berry Global shall bear their Proportionate Share (the "Proportionate Share") of the cost of maintaining the Rail Spur as calculated based on the number of other users of the Rail Spur with similar such Rail Agreements with the Port. The Proportionate Share of Rail Agreement Fees ("**Fees**") will be calculated based on the proportional number of users on the Rail Spur, the percentage of the length of the Rail Spur used by each user, and the average number of rail cars moved by each user on the Rail Spur within the fiscal year the fees are being calculated. See an example of a Proportionate Share Rail Maintenance Schedule worksheet attached as **Exhibit B**.

The nature and extent of the improvements and maintenance on the Rail Spur shall be in accordance with an annual Maintenance Schedule ("**Maintenance Schedule**") as determined by annually commissioned rail inspections. The Port shall be responsible for the financial burden of

commissioning these annual rail inspections. The Port shall provide Berry Global and all other users of the Rail Spur with copies of the annual rail inspection results and upcoming maintenance schedule upon request. Fees will be billed on an annual basis after the Maintenance Schedule has been determined for the Port's fiscal year.

The Port shall operate, repair, service and maintain the Rail Spur in good working condition. In performing such repair, service or maintenance, the Port will use commercially reasonable efforts to minimize interference with the operations of Berry Global on the Rail Spur.

4. Unreasonable Interference

Berry Global shall plan their use of the Rail Spur in such a manner as to cause no unreasonable interference with other users' business operations, as well as respect safety and security concerns. If, at any time, any activity of Berry Global results in any material effects which in the Port's judgment is undesirable, harmful, or interfering to its tenants at Multnomah Industrial Park or any other users of the Rail Spur approved by the Port, the Port shall, at the sole expense of Berry Global, immediately take such action as shall be necessary to remedy or remove such interference. Berry Global shall not claim at any time any interest or estate of any kind or extent whatsoever in the Rail Spur by virtue of the rights granted under this Rail Agreement or its occupancy or use under this Rail Agreement. Berry Global shall not suffer or permit the Rail Spur to be used by the public in any way whatsoever.

5. Compliance with Laws

Berry Global shall covenant and agree that, in the conduct of any and all of their activities and operations hereunder, they will comply with all laws, rules, and regulations (including without limitation all procedural and substantive environmental requirements) of all federal, state, and local governmental bodies. Berry Global shall be responsible for compliance with each and every term of this Rail Agreement including but not limited to their employees, contractors, agents, invitees, licensees, clients, customers, and guests. Likewise, Port shall covenant and agree that, in the conduct of any and all of their activities and operations hereunder, they will comply with all laws, rules, and regulations (including without limitation all procedural and substantive environmental requirements) of all federal, state, and local governmental bodies. Port shall be responsible for compliance with each and every term of this Rail Agreement including but not limited to their employees, contractors, agents, invitees, licensees, clients, customers, and guests.

6. Risk of Loss/Damages

Berry Global shall bear the risk of loss to the extent resulting from their negligent activities under this Rail Agreement and shall be responsible to the Port as well as to any third parties for any damage to the extent caused by their negligent activities. Berry Global will assume the risk of loss, damage, or injury to the extent caused by their negligence or willful misconduct in their use of or during their presence upon the Port's property. Berry Global will cooperate in facilitating the prompt repair or replacement of any damaged equipment or facilities to the extent caused by their negligent activities.

7. No Liens

Berry Global agrees to pay, as and when due, their Proportionate Share for labor, services, materials, supplies, utilities, furnishings, machinery, or equipment to the extent requested by or caused by their activities under this Rail Agreement as well as any taxes associated therewith.

Berry Global shall not suffer or permit any liens to attach to all or any part of any of the other's property by reason of any tax and/or of any work, labor, services, or materials done for, or supplied to, or claimed to have been done for or supplied to or for the benefit of such party.

8. Warranties/Guarantees

The Port makes no warranties, either express or implied, and no guarantees or averments of any nature whatsoever concerning the physical condition of the Rail Spur. Berry Global accepts the Rail Spur in AS IS condition.

9. Insurance Requirements

Berry Global shall procure and continuously maintain General Liability Insurance with initial limits not less than \$2,000,000 for bodily injury and property damage for any one accident or occurrence, or alternatively, provide proof of self-insurance. Berry Global must furnish the Port certificates of all policies of insurance bearing endorsements requiring thirty (30) days written notice to the Port prior to any change or cancellation of the policies and name the Port as an Additional Insured. It shall also include contractual liability coverage for the indemnity provided under this Agreement. The insurance shall be in a form sufficient to protect the Port and Berry Global against claims of third persons for personal and/or bodily injury, death or property damage arising from the use, occupancy or condition of the property or improvements on the property. The Port may, by written notice to Berry Global, demand that the limits of such insurance be raised annually; provided, however, that Berry Global may terminate this Rail Agreement on thirty (30) days written notice, without liability, in the event that it objects to such demand. Insurance requirements set forth do not in any way limit the amount or scope of liability of Berry Global under this Rail Agreement. The Port requires and shall be entitled to any broader coverage and/or higher policy limits maintained by Berry Global. Any and all available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be made available to the Port in the event that a loss exceeds those minimum limits.

10. Indemnity

Berry Global agrees to indemnify, hold harmless, and defend Port, including Port Commissioners, officers, employees, volunteers and agents (using legal counsel acceptable and approved by Port) for, from and against any and all costs, claims, actions, liabilities or expenses (including, without limitation, all costs, demands, charges, suits, judgments, fines, penalties, liabilities, debts, attorneys' fees and causes of action), of whatsoever nature of character, including without limitation, claims, losses and expenses for property damage, bodily injury or death, which may be imposed upon or claimed against or incurred by the Port but only to the extent caused by Berry Global for any of the following: (a) any act, omission or negligence of Berry Global or Berry Global's partners, officers, directors, agents, employees, invitees or subcontractors; (b) any use, occupation, management or control of Port property by Berry Global or Berry Global's employees, agents, subcontractors, or suppliers beyond that which is authorized by the Rail Agreement; (c) any unreasonably dangerous or harmful condition created on Port property by Berry Global or Berry Global's employees, agents, subcontractors, or suppliers, and any accident, injury or damage arising from the condition; (d) any breach, violation or nonperformance of any of Berry Global's obligations under this Rail Agreement; or (e) any damage caused by Berry Global or Berry Global's employees, agents, subcontractors, or suppliers on or to Port property.

11. No Benefit to Third Parties

The Port and Berry Global are the only parties to this Rail Agreement and, as such, are the only parties entitled to enforce its terms. Nothing in this Rail Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise, to third parties unless and the only to the extent third persons are expressly described as intended to be beneficiaries of its terms.

12. Assignment of Interest or Rights

Berry Global shall not, in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer, or encumber this Rail Agreement or any of their respective rights granted by this Rail Agreement, without the prior written consent of the Port in each instance.

13. Attorney Fees

If a suit, action, or other proceeding of any nature whatsoever (including without limitation any administrative proceeding and any proceeding under the U.S (United States) Bankruptcy Code) is instituted in connection with any controversy arising out of this Rail Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney fees and all other fees, costs, and expenses actually incurred in connection therewith, at any hearing, at trial, on any appeal or any petition for review, in addition to all other amounts provided by law.

14. Notice

All notices required under this Rail Agreement shall be deemed properly served if hand delivered (including by reputable overnight courier) or sent by certified mail, return receipt requested, to the last address previously furnished by the parties hereto, or by email to the address listed below. Until hereafter changed by the parties by notice in writing, notices shall be sent to the parties at the addresses set forth below:

to Berry Global:

Berry Global, Inc.
58231 Old Portland Road
Warren, OR 97053
Shanesmith@berryglobal.com
With a copy to: legalsupport@berryglobal.com

and the Port:

Port of Columbia County
P.O. Box 190
Columbia City, OR 97058
bynum@portofcolumbiacounty.org

A copy of all insurance communications shall also be directed to the Port at the address stated. Any notice delivered by hand delivery shall be conclusively deemed received by the addressee upon actual delivery; any notice delivered by certified mail as set forth herein shall be conclusively deemed received by the addressee on the third Business Day after deposit in the United States mail; any notice delivered by email shall be conclusively deemed received by the addressee upon receipt of a confirmation email by the party sending the notice.

15. Termination

Time is of the essence of this Rail Agreement. If Berry Global is in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Port specifying such default, the Port may, in its sole discretion, immediately terminate this Rail Agreement by written notice. If, however, the default cannot by its nature reasonably be cured within thirty (30) days, Berry Global shall not be in default hereunder if Berry Global promptly notifies the Port in writing of a plan to cure the default and

commences to cure the default during such thirty (30) day period and thereafter diligently pursues a cure of the applicable default, which cure shall be completed within one-hundred-and eighty (180) days. In addition to and notwithstanding the foregoing, this Rail Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than sixty (60) days subsequent to the date upon which such notice is given.

16. Limitation of Liability

In no event shall either party be liable to the other for any lost or prospective profits or any other special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of this Rail Agreement.

17. Governing Law

This Rail Agreement shall be governed and construed according to the laws of the State of Oregon, without regard to its choice of law provisions. Exclusive venue for any action shall be in Columbia County, Oregon, and both parties' consent to the exclusive jurisdiction of the Columbia County Circuit Court in any action or proceeding relating to this Agreement.

18. Capacity to Execute

The Port and Berry Global each warrant and represent to one another that this Rail Agreement constitutes a legal, valid, and binding obligation and the individuals executing this Rail Agreement personally warrant that they have full authority to execute this Rail Agreement on behalf of the entity for whom they purport to be acting.

19. Survival

Expiration or termination of this Rail Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto. The release and indemnity covenants of the parties, the right of the respective parties to enforce its remedies hereunder, the attorneys' fees provisions hereof, as well as all provisions of this Rail Agreement which contemplate performance after the expiration or termination hereof or the termination of this Rail Agreement, shall survive any such expiration or termination.

20. Waiver of Breach

The waiver by Berry Global of the breach of any condition, covenant or agreement herein contained to be kept, observed, and performed by the Port shall in no way impair the right of the Port to avail itself of any remedy for any subsequent breach thereof.

21. Counterparts

This document may be executed in counterparts, each of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this document so executed shall constitute an original.


22. Entire Agreement

This Rail Agreement represents the entire agreement between the parties and supersedes all prior agreements, written or oral. No amendment to this Rail Agreement shall be effective unless in writing and signed by the parties hereto.

23. Successors and Assigns

This Rail Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assignees.

Berry Global: BERRY GLOBAL, INC.,
Incorporated in Delaware

By: 
Name: SHANE SMITH
Title: PLANT MANAGER

Port: PORT OF COLUMBIA COUNTY
A municipal corporation of the State of Oregon
By: Sean P. Clark
Name: Sean P. Clark
Title: Executive Director

EXHIBIT "A"

Description/Depiction of Multnomah Industrial Park Rail Spur



Distance to Length A

Exhibit “B”

Proportionate Share Maintenance Schedule Worksheet

Use	Amount	% of Total
Total railcars per month	16	100%
Total railcars per year	192	
# railcars per month (User 1)	12	75%
# railcars per month (User 2)	4	25%
# railcars per year (User 2)	48	
Length of spur (total in feet)	4,759	100%
Length of spur used (User 1)	1,373	29%
Length of spur used (User 2)	4,759	100%
Bill	Amount	% of Total
Maintenance Bill (2024)	\$ 6,000.00	
29% of the bill (Length A)	\$ 1,740.00	29%
71% of the bill (Length B)	\$ 4,260.00	71%
Proportionate Share	User 1	User 2
2024 Maintenance Bill for Length A	\$ 1,305.00	\$ 435.00
2024 Maintenance Bill for Length B		\$ 4,260.00
Total	\$ 1,305.00	\$ 4,695.00

Proportionate Share for User 1 Calculation

$((\text{Maintenance bill} * \text{Length A\%}) * \% \text{ Use}) + ((\text{Maintenance bill} * \text{Length B\%}) * \% \text{ use})$

$((\$6,000 * 29\%) * 75\%) = \text{\$3,045.00 User 1 Proportionate Share of Bill}$



Scappoose Airport

Runway Rehabilitation Project - Phase III

Scope of Work with Century West

Res. 2025-08 STAFF REPORT

DATE: May 14, 2025
TO: Commission Board
FROM: Lacey Tolles, Airport Manager
RE: Scappoose Airport Runway Rehabilitation Phase III - Construction
Century West Scope of Work: Bidding and Construction Services

Discussion

The Oregon Department of Aviation (ODAV) commissioned a 2021 study to evaluate the pavement at the Scappoose Airport and the runway condition was determined to need rehabilitation by 2026.

Century West, Airport Engineer of Record, submitted the attached Scope of Work for Bidding and Construction Services for Phase III of the Runway Rehabilitation Project. The total cost is \$279,614.00. The FAA will reimburse 95% (\$265,633.00) and the Port will be responsible for 5% (\$13,980).

The Scope of work includes:

- Task 1: Project management
- Task 2: Bidding Services
- Task 3: Construction Inspection and Support Services
- Task 4: Final Inspection and Closeout

The final phase of the Runway Rehabilitation project includes the following improvements.

- Rehabilitate Runway 15-33;
- Replace existing Runway 15-33 Medium Intensity Runway Lighting (MIRL) system;
- Replace existing PAPIs (RW 15 and RW 33);
- Replace existing REIL (RW 15);
- Upgrade airport electrical building equipment as necessary;
- Install spare conduits as necessary;

- Construct Runway markings.

Recommendation

Adopt Resolution 2025-08, authorizing the Executive Director to execute a contract for the Runway 15/33 Rehabilitation project with Airport Engineer Century West in the amount of **\$13,980.00.**

RESOLUTION NO 2025-08

A RESOLUTION APPROVING CENTURY WEST SCOPE OF WORK FOR RUNWAY REHABILITATION PHASE III – BIDDING AND CONSTRUCTION SERVICES

WHEREAS, the Scappoose Airport has prioritized Runway 15/33 pavement rehabilitation in the Airport Master Plan and Capital Improvement Plan; and

WHEREAS, the Oregon Department of Aviation commissioned a 2021 study to evaluate the pavement at the Scappoose Airport and the runway condition was determined to need rehabilitation by 2026; and

WHEREAS, Century West, the Port's Airport Engineer, submitted a Scope of Work for bidding and construction services to complete the project; and

WHEREAS, Port staff finds the Century West Scope of Work reasonable and necessary at \$279,614.00 and recommends approval of the attached Scope of Work to submit a grant to the Federal Aviation Administration (FAA). The FAA will reimburse 95% or \$265,633.00 and the Port will be responsible for 5% or \$13,980.00 of the total project costs; Now, therefore

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

The Board authorizes the Executive Director to sign the attached Scope of Work with Century West for Bidding and Construction Services for Phase III of the Runway Rehabilitation Project at Scappoose Airport in the total amount of \$279,614.00, with FAA reimbursement to the Port of 95% or \$265,633.00 and the Port responsible for 5% or \$13,980.

PASSED AND ADOPTED this 14th day of May 2025, by the following vote:

AYES: _____

NAYS: _____

Port of Columbia County

ABSTAIN: _____

By: _____
President

Attested By:

Secretary

**ENGINEERING STATEMENT OF SERVICES
FOR
SCAPPOOSE AIRPORT (SPB)
RUNWAY 15-33 RUNWAY REHABILITATION PROJECT – PHASE III
BIDDING AND CONSTRUCTION SERVICES
FAA AIP # 3-41-0056-034-2025

PORT OF COLUMBIA COUNTY (OWNER)**

April 14, 2025

GENERAL

The scope of the project is to provide bidding and construction management services for proposed improvements at the Scappoose Airport.

The improvements include:

1. Rehabilitate Runway 15-33;
2. Replace existing Runway 15-33 Medium Intensity Runway Lighting (MIRL) system;
3. Replace existing PAPIs (RW 15 and RW 33);
4. Replace existing REIL (RW 15);
5. Upgrade airport electrical building equipment as necessary;
6. Install spare conduits as necessary;
7. Construct Runway markings.

Task 1 Project Management

1. Finalize work scope, schedule, and negotiate contract with the OWNER.
2. Carry out project administration during construction including, but not limited to monitoring construction and project schedules, coordination of project with OWNER, monitoring and reporting technical and budget issues to OWNER, preparation of monthly CONSULTANT invoices for submittal to OWNER.
3. Assist the OWNER with grant reimbursements, if needed. The CONSULTANT will assemble and provide invoice back up information and cost information for OWNER use in requesting grant reimbursements. The actual reimbursement requests will be done by the OWNER.
4. Assist the OWNER in providing Quarterly Progress Reports, as needed.

Deliverables:

- **Scope of work**
- **Fee Estimate**
- **Project Schedule**
- **Quarterly Reports, if needed**

- **Monthly Invoices**

Task 1 Due: Ongoing for the duration of the project.

Task 2 Bidding Services

1. Answer technical questions during bidding.
2. Prepare addenda as necessary to clarify bid documents. Addenda will be distributed by the CONSULTANT to the OWNER and posted on Oregon Buys website.
3. Coordinate, attend, and facilitate a pre-bid conference for the project via Microsoft Teams. Prepare meeting agenda, sign-in sheet. Compile and submit meeting minutes to the OWNER. The project manager and project engineer will attend the meeting.
4. Assist OWNER with and attend the bid opening for the project. The project manager and project engineer will attend the bid opening. A bid tabulation will be prepared to assist the OWNER.
5. Make a recommendation to OWNER for award of bid.
6. Coordinate and facilitate the development of the final contract with the contractor on behalf of the OWNER. CONSULTANT will assist OWNER in preparation final contract forms, bond forms and insurance certificates for Contractor and OWNER execution.

Deliverables:

- **Records of bidder correspondence**
- **Addenda as necessary**
- **Pre-Bid Sign-in Sheet, Agenda and meeting notes**
- **Bid analysis**
- **Bid tabulation**
- **Award Recommendation**

Task 2 Due: 90 days after Advertisement to Bid

Task 3 Construction Inspection and Support Services

1. Facilitate and conduct a preconstruction conference at the airport. The meeting will be conducted by the project manager. The project manager and the resident inspector will attend the meeting (Assume 5 hours each, including travel).
2. Contractor Training Meeting. A training session will be led by the CONSULTANT to familiarize the Contractor and any Subcontractors with working on an airport. The meeting will be attended by the Project Manager and Project Engineer. The meeting shall be conducted after the Pre-construction meeting.
3. Provide "For Construction" Contract Documents, Specification and Plans to the Contractor, as outlined in the bidding documents.

4. A FAA required Construction Management Plan shall be prepared in accordance with FAA Advisory Circular 150/5370-12B, *Quality Management for Federally Funded Airport Construction Projects*, and submitted to the FAA for their review and approval.
5. CONSULTANT shall prepare and submit weekly inspection reports to the OWNER. Daily inspection reports will be prepared, with construction progress photos, by the Resident Inspector each day that the Resident Inspector is on site. Copies of daily inspection reports will be submitted to OWNER. Assume 15 weekly submissions.
6. Provide full-time on-site observation during the project construction period. It is assumed that the construction period is 75 calendar days (11 weeks) until substantial completion and 15 calendar days (2 weeks) until final acceptance and the Resident Inspector will be onsite 5 days per week. An allowance of 50 hours a week will be made for on-site observations, which include travel to and from the site, and meals. Lodging is not included, since it is assumed, on-site visits will originate from the Portland area.

On-site activities include observing and reviewing contractor work for conformance with the contract documents, making field measurements, preparation of inspection reports, photographic documentation, addressing field questions, monitoring construction progress, conducting wage rate interviews, assembling and negotiating change orders (if required) and field verification of construction quantities for pay requests.

7. Up to 4 visits will be made to the site during construction by the project manager or other staff.
8. The office personnel shall answer questions, provide clarifications, and prepare change orders. An allowance of 4 hours per week (over a 112 calendar day, 16 week period) will be made to cover this effort.

OWNER and CONSULTANT recognize that construction is not controlled by the CONSULTANT and that the compensation for services during construction is dependent on the actual construction time expended by the Contractor and unforeseen issues or delays that arise during the construction phase of the work, or outside the scope of this contract. OWNER and CONSULTANT agree to negotiate additional time for questions and clarifications should the allowance be expended prior to final completion of the project. Any additional time negotiated will be agreed to in writing by both parties and will be amended to this scope of work.

9. Review contractor submittals for conformance with the contract documents. An allowance of 40 hours is made for this task.
10. Coordinate required closures and Notice(s) to Airmen ("NOTAMs") with the OWNER. The OWNER will issue all NOTAMs.
11. Conduct weekly construction meetings with OWNER, Project Manager/Engineer, Construction Superintendent, Construction Foreman, any pertinent subcontractors, Resident Inspector, and any other pertinent shareholders. Construction meeting shall be conducted through a combination of in-person and a Teams meeting. Agenda shall be

distributed prior to the meeting and minutes shall be distributed after the conclusion of the meeting.

12. Prepare and confirm monthly construction pay estimates and submit to OWNER. An allowance of 12 hours is made for this task (Assume up to 5 monthly pay requests and the final pay request).
13. Conduct quality assurance testing. Provide testing personnel and equipment necessary to perform quality assurance testing, including:

Asphalt paving testing to FAA (P-401 specifications) requirements.

Asphalt testing is based on providing an on-site mobile laboratory, asphalt test strip tests, and a continuous paving operation producing 1,000 tons/day. The total estimated asphalt tonnage is approximately 10,000 tons.

These assumptions form the basis for materials testing on the project. Actual effort may vary depending on how the construction work is phased and executed. Additional testing, if required, will be conducted as extra work under an amendment of this scope if necessary.

14. Conduct and document periodic wage rate interviews.

Deliverables:

- **Pre-Construction Sign-in Sheet, Agenda and meeting notes**
- **Pre-Construction Contractor Training and Materials**
- **Construction Management Plan**
- **Daily Field Reports**
- **Progress Photos**
- **Weekly Progress Reports**
- **Weekly Meeting Agenda and notes**
- **RFIs and responses as necessary**
- **Change Orders if required**
- **Field conversation records**
- **NOTAM coordination and confirmation**
- **Monthly Pay requests**
- **Quality Assurance Testing and documentation**
- **Schedule tracking and updates**

Task 3 Due: Ongoing with completion on October 31, 2025

Task 4 Final Inspection and Closeout

1. Conduct a final inspection. The Project Manager and the Resident Inspector will conduct the inspection with OWNER and contractor in attendance. 10 hours per employee (travel time is included) are budgeted for this task.
2. Prepare punch list items as necessary.

3. Prepare a FAA Final Closeout Report in accordance with Northwest Mountain Airport Division 620-05, *Standard Handout for Final Reports*, for FAA submittal and approval.
4. Provide record drawings and as constructed information to OWNER in hardcopy (reproducible) and electronic format (AutoCad).
5. Coordinate the update of the FAA Airport Master Record to accurately reflect the changes to the Airport.
6. Update the Airport Layout Plan with “as-constructed” information. (Utilize existing CAD drawing supplied by the Owner.) Provide hardcopy and CAD copies to OWNER. Three (3) signed copies shall be submitted to FAA for signature.

Deliverables:

- **Final Inspection**
- **Punch List**
- **Final Closeout Report**
- **Record Drawings**
- **ALP updated with as-constructed information**

Task 4 Due: February 28, 2026