



COMMISSION WORK SESSION
NOVEMBER 29, 2023 6:00 P.M.
CLATSKANIE PUD COMMUNITY MTG. ROOM
495 E. COLUMBIA RIVER HWY
CLATSKANIE, OR 97016

The Port Commission Meeting will be in person. In accordance with state law, the meeting will be accessible via telephone or Zoom. Members of the public may attend the meeting electronically by:

<https://us02web.zoom.us/j/87882689507>

Call-In (253) 215-8782 Meeting ID: 878 8268 9507 Passcode: 595190

I. CALL MEETING TO ORDER (President, Robert Keyser)

- A. Flag Salute
- B. Roll Call

II. ADDITIONS TO AGENDA

III. CONSENT AGENDA

- A. Approval of Minutes: October 11, 2023 and November 8, 2023

IV. COMMENTS FROM THE PUBLIC

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

V. NEW BUSINESS

- A. Port Westward Dock Update Elliot Levin
- B. Resolution 2023-30 Bob Salisbury
 APPROVING A DOCK REIMBURSEMENT AGREEMENT
 WITH COLUMBIA PACIFIC BIO-REFINERY

VI. 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), 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), pursuant to ORS 192.660(2)(f), and to consult with Port General Counsel regarding pending litigation or litigation likely to be filed under ORS 192.660(2)(h).

VII. EXECUTIVE DIRECTOR'S REPORT

VIII. COMMISSIONER REPORTS

IX. ADJOURNMENT

Regularly Scheduled Meetings

Dec. 13	8:30 a.m.	Commission Mtg.
Dec. 27	TBD	Commission Work Session

Upcoming Events

Nov. 27	11:30 a.m.	Agricultural Information Comm. Mtg.
Nov. 27	5:00 p.m.	Airport Advisory Mtg.
Dec. 6	5:30 p.m.	Strategic Business Plan Open House at Port Office - Columbia City

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 Board of Commissioners 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 OCTOBER 11, 2023 100 E. STREET COLUMBIA CITY, OREGON 97018

The Port of Columbia County held a Board meeting at 8:30 a.m. on Wednesday, October 11, 2023, at the Port office and via Zoom video conferencing with the following present:

Commissioners

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

Guests

Robert Campbell	
Warren Seely	Seely Mint
Caryn Seely	Seely Mint
Jenny Erhardt	Scappoose Citizen
David Erhardt	Scappoose Citizen
Natasha Parvey	NEXT
Jan Schollenberger	Columbia City Citizen
Mark Landauer	Oregon Public Ports Association
Alta	Zoom
Dan Serres	Zoom
Jasmine Lillich	Zoom
Kay Brown	Zoom
S. Nelson	Zoom

Staff

Sean Clark	Executive Director
Amy Bynum	Real Estate & Bus. Dev. Mgr.
Robert Salisbury	Port General Counsel
Bob Gadotti (Zoom)	Executive Finance Mgr. (Ret.)
Guy Glenn, Jr.	Executive Finance Mgr.
Miriam House	Operations Mgr.
Gina Sisco	External Affairs Mgr.
Elliot Levin	N. County Terminal Mgr.
Elizabeth Millager	Operations Coordinator
Lacey Tolles	Data Res. & Projects Spec.
Sydell Cotton (Zoom)	Assistant Finance Mgr.
Brittany Scott	Finance Assistant
Susan Tolleshaug (Zoom)	Administrative Asst.
Christa Burns	Administrative Asst. II

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

Additions To Agenda

Robert Keyser asked the Commission if there were any additions to the agenda. There were no additions.

Consent Agenda

Mr. Keyser motioned to approve the consent agenda. Chip Bubl moved; Nick Sorber seconded a motion to adopt the consent agenda items A, B & C: September 13, 2023 Minutes, Financial Reports for September 2023, and September 2023 Check Register (A) in the total amount of \$452,798.36. The motion carried unanimously.

Comments From the Public

Jenny Erhardt, Scappoose citizen, stated her September lease payment was placed in the Port office drop box after hours on September 4, 2023, and the check was misplaced. Therefore, Ms. Erhardt received late notice; it was escalated, and the late fee was removed. She suggested the Port have protocols and practices in place so that drop box payments are not lost or stolen. She has since heard that the Port drop box will be reinstalled more securely, and the Port will be moving its camera for a better view of the drop box. Ms. Erhardt hopes the Port will follow through with these best practices.

Old Business

Seely Agricultural Lease Update

Warren Seely and Caryn Seely updated the Commission on the Seely Mint leasehold with the Port. The 200-acre co-lease is comprised of 50 acres of peppermint for oil production, 75 acres of oats for hay and seed, 25 acres of silage corn, and 50 acres of cattle pasture. Mr. Seely intended to share photos with the Commission today but could not due to an email error. Nancy Ward suggested he send the photos by email. Mr. Seely said he would email the photos and he also hopes to get some videos of the corn harvest. Port Executive Director Sean Clark added there is an updated Google Earth image of the site, which shows the change in the property over the last three years. The Seely's will be making improvements to the pastureland. Caryn Seely stated the plan is to work up the pasture ground this fall before it gets completely soaked. Ms. Ward asked how many head of cattle they have. Ms. Seely responded they have about 150 cattle. Mr. Clark noted that prior to the Seely's taking over those 200 acres, the land had issues with flooding, and Mr. Seely helped with ditch maintenance for the property drain better. The Seely's also plan to work on building up the ruts caused by the tree harvest.

Ms. Ward inquired about how many gallons of mint are produced from 50 acres. Mr. Seely responded that it depends on the crop and temperature, as hot temperatures in the triple digits are good for the peppermint. They get about 80 pints, or approximately 10 gallons per acre on average. They sell peppermint by the pound, typically in 55-gallon drums. Nancy Ward inquired about who their customers are, and Mr. Seely replied that one of their long-term customers and primary buyers is Labeemint. Nick Sorber asked if the ditches were a result of years of sediment. Mr. Seely replied it is due to sediment, cattle and beaver damage. He has a 30,000-pound machine for cleaning the ditches in the area.

Mr. Keyser asked if the corn they produce is a commercial crop or if it is for their cows. Ms. Seely responded it is silage corn for a dairy in Brownsmead. Mr. Sorber inquired about putting the corn into bales, and Mr. Seely said they store it in 150 ft. long 8x8 foot bags rather than silage bales. Mr. Sorber thanked the Seely's for the update and Ms. Ward also thanked them for taking such good care of the land.

Marina Update

Miriam House, Port Operations Manager, updated the Commission on the dredging and upland construction marina improvement projects. Ms. House stated the Marina Improvements Project is moving along on schedule and slightly under budget. The Request for Proposal (RFP) for construction work is ready to go out to bid. The Port is submitting the building permit application and expects to solicit contractors in the next few weeks. Mr. Keyser asked if the in-water work is included, and Ms. House responded that it is not included in this phase. The Port has applied for a water quality permit and is waiting for the state agencies to respond.

Airport Update

Amy Bynum, Deputy Executive Director and Scappoose Airport Manager for the Port, informed the Commission that the Port's Operations department is working on quotes for demolition of the east side open-sided hangers. These quotes are expected around the end of October, and the Port will cost compare those quotes versus doing the work in-house by our maintenance staff. Ms. Bynum said the Port received a quote of \$67,830 for the track replacement on the E-05 hangars. These are old buildings from the World War II era, so it is likely a deferred maintenance project the Port will review for the June 2024 Capital Improvement Plan. Mr. Sorber explained that the high cost is due to the door tracks having to be re-poured in concrete. He asked if there would be any peril to the buildings if the work does not get done this year. Ms. Bynum replied that it is mostly just inconvenient to open and close the doors. Ms. Ward inquired about better ways to retrofit this with a different system and would like to look at other options.

Ms. Bynum also received a \$300,000 estimate on the roof repair of the E-10 hangars. The estimate does not include a new roof or engineering costs. Ms. Bynum would like to create a cost-benefit analysis spreadsheet of fixing versus replacing the hangars.

Ms. Bynum is also working with Aron Faegre to finalize a consulting contract to review the Airport minimum standards, airport use permits, and fee schedule. There are no current pending airport use applications. Ms. Bynum shared that she recently attended the Oregon Airport Managers Association Conference in Newport, OR. Ms. Bynum will meet with the FAA (Federal Aviation Administration) to discuss the 2024-2029 Capital Improvement Plan on October 12, 2023 with the Seattle regional office to discuss the Port's airport improvement priorities for the next five years and how to access future FAA grant funding for those projects. The Critical Oregon Airport Relief (COAR) Grant program through the Oregon Department of Aviation is accepting applications to reimburse projects that are ongoing. The Port can also apply for the FAA grant match for the current runway rehabilitation and west-side pavement maintenance projects. The Port's maintenance team has been out at Scappoose Airport cleaning gutters and replacing the taxiway lights. Mr. Clark mentioned the memorial service to honor the late Diane Dillard, which was held at Scappoose Airport and went smoothly. Ms. Bynum also brought up the potential of having an Airport Manager stationed on site, which would help with tenancy, the Port-Airport relationship, and the community's knowledge of the Port's ownership of Scappoose Airport.

New Business

Oregon Public Ports & Legislative Update

Mark Landauer, Executive Director of the Oregon Public Ports Association (OPPA) updated the Commission on the 2023 Oregon Legislative Session. First and foremost was the work put in by Port staff Sean Clark and Robert Salisbury in drafting new legislation to help northwest Ports. For background on the need for this newly drafted legislation, Mr. Landauer stated that as a member of the Northwest Terminal Association (NWTa), for many decades the Port of Columbia County was granted federal antitrust immunity which allowed various public ports the ability to speak with other ports about rates, fees, and best practices. This federal antitrust immunity was taken away by the Federal Maritime Commission (FMC) in recent years, resulting in the affected northwest Ports not being allowed to participate in the NWTa annual discussions about settings rates and tariffs. Mr. Landauer advised the Commission on the arduous work by Mr. Clark and especially Mr. Salisbury in drafting the new legislation and testifying before the Oregon Legislature. Mr. Landauer wanted to make sure the Commission knew that Mr. Clark and Mr. Salisbury were instrumental in the legislation being passed into law. This new law went into effect in June 2023 and will be a vital and lasting benefit to all the members Ports of the NWTa. Mr. Landauer further updated the Commission on other newly passed legislation, including removal of Abandoned and Derelict Vessels (ADV's). \$18.76 million dollars have been designated by the Oregon Legislature to remove ADVs, money which is already being spent to remove these eyesore vessels off the river. After that discussion, Mr. Salisbury inquired about

the new public meetings training required of the Port Commissioners. Mr. Landauer advised that Port Commissioners will now be required to undergo one additional public meeting training during their term of office. The Special Districts Association of Oregon (SDAO) will be one of those approved bodies to provide training for Commissioners. Mr. Landauer told Commissioners not to worry because all the new legislative information will be put into a written handout and provided to Port Commissioners and Port staff soon.

Old Business (cont.)

Lignetics/Neighbors Update

Jan Schollenberger of Columbia City provided an update and brief chronology on the local neighborhood's concerns with Lignetics previously discussed at the Commission meeting on July 12, 2023. Another meeting was held at the Port office on August 21 between the Port, local residents, and Eric Laurance, Environmental Health & Safety Director from Lignetics. Following that meeting, the community received a letter from Lignetics dated September 11, and a neighborhood meeting was held with Lignetics on September 12 at Columbia City Community Hall. This meeting was to update the community and discuss alternatives on how to improve the situation. On September 14, the neighbors met with Mike Sale, Vice President of Operations for Lignetics. At this meeting, the neighbors expressed that the September 11 letter does not work for them because it was presented as a goal rather than a commitment. The anticipated date of improvement and the timeline do not work for the neighbors either, as it means another summer of dealing with the issue. After the September 14 meeting, Ms. Schollenberger received a subsequent letter from Mr. Sale dated September 29 that also shows the project timeline from Lignetics' engineer, which still goes out to September 2024. She stated that with all these meetings there has been no visible, measurable improvement in the situation. Ms. Schollenberger stated that because there has been no improvement in what Lignetics has offered, there will be another neighborhood meeting on October 12 to look at the next steps. If those next steps are determined to be taking legal action, doing their own testing, or finding a way to shut the plant down, she believes the neighborhood is in line with proceeding. The community residents want to be able to be outside and enjoy clean air.

Ms. Ward said Ms. Schollenberger has been meticulous in this process. Mr. Clark stated he had a phone call with DEQ (Department of Environmental Quality), and they are scheduled to come out later this year for an unannounced inspection. Mr. Clark asked DEQ if they could provide a Statement of Compliance. DEQ responded they could, but it is only for the snapshot of time in the report provided to them by Lignetics without DEQ first coming out to do an inspection. Mr. Clark provided some clarification on the DEQ report discussed at the last Commission meeting, stating the numbers from the table in the report are based on a 12-month average, and Lignetics was within compliance. Mr. Clark indicated if we do not want to wait for DEQ testing, the Port could potentially engage in having some testing done at its expense. Mr. Keyser asked Ms. Schollenberger if she would check back with Port staff after the meeting. She replied she would be happy to and thanked the Commission for listening and said they appreciate anything the Port can do to help. Ms. Ward asked if the neighborhood would appreciate having someone from the Port attend their next meeting on October 12. Ms. Schollenberger said the Port is welcome to attend the meeting, which will be held at Community Hall on October 12 at 6:00 P.M.

Strategic Business Plan Open Houses

Gina Sisco, Port External Affairs Manager, announced two upcoming open houses for the Port's Strategic Business Plan Update. The North County Open House will take place in Rainier on October 18, 2023 at the Rainier Senior Center from 4:00 P.M. to 5:30 P.M. The South County Open House will also be held on October 18, 2023 in St. Helens at Meriwether Place from 6:30 P.M. to 8:00 P.M. The Port will be updating its Strategic Business Plan to guide development at

the Port over the next 5 to 10 years. The community is encouraged to join these events to share input to help guide the Port's planning process. There is also an online survey to gather feedback from the community. The Port will hold a Commission Work Session with the strategic business consultants on October 25, 2023 to provide a recap of the two Open Houses held on October 18.

New Business (cont.)

Resolution 2023-26

APPOINTING BETSY JOHNSON TO THE AIRPORT ADVISORY COMMITTEE

Amy Bynum presented the Resolution.

Nancy Ward moved; Nick Sorber seconded a motion to adopt Resolution 2023-26, appointing Betsy Johnson to the Airport Advisory Committee. Motion carried unanimously 4-0.

Resolution 2023-27

APPROVING AN OREGON STATE MARINE BOARD GRANT OF \$407,912 WITH PORT MATCH OF \$407,912 FOR UPLAND CONSTRUCTION AT SCAPPOOSE BAY MARINA

Lacey Tolles, Data Research & Project Specialist for the Port, presented the Resolution.

Nick Sorber moved; Chip Bubl seconded a motion to adopt Resolution 2023-27, approving an Oregon State Marine Board Grant of \$407,912 with Port match of \$407,912 for upland construction at Scappoose Bay Marina. Motion carried unanimously 4-0.

Resolution 2023-28

APPROVING AN OREGON STATE MARINE BOARD GRANT OF \$485,000 WITH PORT MATCH OF \$1,455,000 FOR DREDGING AT SCAPPOOSE BAY MARINA

Lacey Tolles presented the Resolution.

Nick Sorber moved; Chip Bubl seconded a motion to approve an Oregon State Marine Board Grant of \$485,000 with Port match of \$1,455,000 for dredging at Scappoose Bay Marina. Motion carried unanimously 4-0.

Executive Director's Report

Provided and read by Sean Clark. The Report is on file at the Port Office.

Commissioner Reports

Nancy Ward attended the City County Dinner on October 10, 2023. Ms. Ward stated this event was particularly interesting as a community member. There was a focus on the recent legislation that decriminalized drug use and the thought that a lot of help would be available. She mentioned that this has not taken place due to a lack of funding, beds, and staffing. She mentioned two of our mayors who have been through the process themselves stressed how important it is to have good in-house care in treatment programs. She inquired about what the Port can do as an organization to help in this regard.

Nick Sorber has been staying up-to-speed on use agreements and having phone calls with Mr. Clark and Mr. Salisbury regarding those documents. He thanked the Port staff for their hard work.

Chip Bubl attended the Agricultural Information Committee meeting with Nancy Ward and Elliot Levin, and he agrees that the Port has a great staff.

Robert Keyser has received a lot of feedback from the community about what a great job the Port did preparing for the Diane Dillard Celebration of Life service. Mr. Keyser also reported that the Oregon Manufacturing Innovation Center (OMIC) Manufacturing Day that took place at Scappoose Airport on October 6 created a lot of excitement among teachers and students. Composites Group also hires students for CNC (Computer Numerical Control) Operator jobs.

Mr. Keyser will be out of town for the NEXT meeting on October 18. He also pointed out that the PGE (Portland General Electric) meeting on the same day is important because, without a Use Agreement, there is no project. Mr. Keyser recognized that October 18 will be a busy day for the Port.

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 consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed under ORS 192.660(2)(h).

**THERE BEING NO FURTHER BUSINESS BEFORE THE COMMISSION THE MEETING
ADJOURNED AT 11:29 A.M.**

President

November 29, 2023

Date Adopted by Commission

Secretary



**COMMISSION MEETING MINUTES
NOVEMBER 8, 2023
100 E. STREET
COLUMBIA CITY, OREGON 97018**

The Port of Columbia County held a Board meeting at 8:30 a.m. on Wednesday, November 8, 2023, at the Port office and via Zoom video conferencing with the following present:

Commissioners

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

Guests

Kim Karber	Columbia City Interim Mgr.
Natasha Parvey	NXT Clean Fuels
Jan Schollenberger	Columbia City Resident

Staff

Sean Clark	Executive Director
Amy Bynum	Real Estate & Bus. Dev. Mgr.
Robert Salisbury	Port General Counsel
Bob Gadotti (Zoom)	Executive Finance Mgr. (Ret.)
Guy Glenn, Jr.	Executive Finance Mgr.
Miriam House	Operations Mgr.
Elliot Levin	N. County Terminal Mgr.
Lacey Tolles	Data Resource & Projects Specialist
Elizabeth Millager	Operations Coordinator
Sydell Cotton (Zoom)	Assistant Finance Mgr.
Brittany Scott (Zoom)	Finance Assistant
Susan Tolleshaug (Zoom)	Administrative Asst.
Christa Burns	Administrative Asst. II

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

Additions To Agenda

Robert Keyser asked the Commission if there were any additions to the agenda. There were none.

Consent Agenda

Mr. Keyser asked for a motion to approve the consent agenda. Nancy Ward moved; Chip Bubl seconded a motion to adopt consent agenda items A & B: October 25, 2023 Minutes and Financial Reports for October 2023. The motion carried unanimously.

Chip Bubl moved; Brian Fawcett seconded a motion to adopt consent agenda item C: October 2023 Check Register (A) in the total amount of \$452,798.36. Robert Keyser abstained from voting, declaring a potential conflict of interest. The motion carried unanimously.

Comments From the Public

Columbia City resident, Jan Schollenberger and Columbia City Interim Manager, Kim Karber will speak during the Lignetics/Neighbors update.

Old Business

Marina Update

Miriam House, Port Operations Manager, provided an update on the Scappoose Bay Marina dredging and marina improvement projects, which are moving along on schedule. The Port is waiting for a response on the upland construction permit. Lacey Tolles, Port Data Resource and Projects Specialist provided an update on the electric vehicle (EV) charging stations to be installed at the marina. Ms. Tolles sent an easement to CRPUD on Monday, November 6 and is waiting for a response from CRPUD. Nancy Ward asked how many charging stations will be installed, and Ms. Tolles responded there will be four: two Level 2 spots by the public restrooms and two direct-current fast chargers (DCFCs) in the RV trailer parking area. Brian Fawcett stated he thinks the Level 2 chargers would work better in RV trailer parking due to their longer charging times. Mr. Fawcett will discuss this with Ms. Tolles and Engineering Manager Brandon Staehley from CRPUD.

Airport Update

Amy Bynum, Port Deputy Executive Director and Scappoose Airport Manager, informed the Commission that she has been working with Ms. Tolles on six COAR (Critical Oregon Airport Relief) grants through the Oregon Department of Aviation, four of which are Federal Aviation Administration (FAA) grant matches, the fifth was for the east side waterline extension, and the sixth was for the open sided hangar demolition. Ms. Bynum also executed a contract with consultant Aron Faegre on October 23, and he has begun work in researching and updating three key airport-related resolutions and minimum standards. Ms. Bynum and Ms. Tolles will be attending a check-in meeting with Transwestern Aviation on November 15. The ODAN COAR grant project for the emergency generator invitation to bid was publicly noticed and the pre-bid walk at the airport was well attended with 10 potential electrical companies. The generator bid closes November 16 at 4pm. Ms. Bynum also stated there are no pending airport use permit applications.

Lignetics/Neighbors Update

Port Executive Director Sean Clark informed the Commission that the Port continues to work with Lignetics and Columbia City residents toward a solution. Eric Laurance, Health & Safety Director for Lignetics stopped by the Port office to speak with Mr. Clark regarding the lead time on the Department of Environmental Quality (DEQ) permit process and his concern about delays in the overall timeline due to permitting. Mr. Clark mentioned the possibility of the Port hiring a consultant to initiate its own testing in order to help speed up the process. He will meet with Lignetics Plant Manager Steve Nelson to follow up. Columbia City resident, Jan Schollenberger stated her concerns regarding the project timeline. There were delays in bidding and ordering new equipment, which became a 3-year process once Lignetics took over the plant. Ms. Schollenberger expressed the community's concern about the permit schedule being renewed by the Department of Environmental Quality (DEQ) annually in September because that renewal occurs after the dry season when the rain washes the dust away. She said the new hammermill purchased by Lignetics was not employed because there was not a sufficient transformer to operate it. She would like to know if the transformer is internal on site or through CRPUD. The community is frustrated due to Lignetics acknowledging the problem in 2021 but taking no sense of urgency to act on a solution. Ms. Schollenberger asked Mr. Clark if he expected a written response from Lignetics, to which he replied he expects a written response. Ms. Schollenberger requested that the Port attend their neighborhood meetings to provide some balance. Ms. Ward apologized for the Port not having a representative at the neighborhood meeting on October 12 and requested notice of the next meeting. Ms. Schollenberger said there are no meetings scheduled at this time, but she will let the Port know of any meetings. She said she appreciates the efforts the Port is making to work on a solution. The residents want to see an appropriate

timeframe and are prepared to pursue legal action if Lignetics does not move quicker. Mr. Clark asked Ms. Schollenberger to let the Port know if they do engage in legal counsel. Mr. Keyser suggested putting their community group meeting on the Port's agenda.

New Business

Financial Update

Executive Finance Manager, Guy Glenn, Jr., presented a PowerPoint on Financial Projections for Fiscal Years 2024-2027 to project the cash position of the Port over sixteen consecutive quarters (4 years). Mr. Glenn informed the Commission the projections are based on general assumptions for the purpose of this presentation. The projections assume a positive cash flow from operations. The forecast considered the following: net estimate of future cash balances (income less expenses), restricted and unrestricted cash, strategic planning, and risk management. General assumptions were based on the Port's interest income, reserves, contingency for capital projects, future accruals, debt, budgeted projects, cash requirements for capital infrastructure, and external funding sources. The Port's budgeted priority projects for 2024-2026 include: upland construction and dredging at Scappoose Bay Marina, Port HQ office building expansion, and the Port maintenance shop. Mr. Glenn demonstrated that the value of the Port's cash position depends upon leveraging current cash to secure external funding, and he pointed out there is no additional cash flow being generated from current projects. He also suggested further discussion on using bonds. Mr. Keyser inquired about the ability of the Port to pledge taxing power for revenue bonds. Mr. Salisbury pointed out that there are two types of bonds, general obligation and revenue, and gave the Commission some general information about the two types of bonds. Mr. Glenn also recommended generating cash flow, and considering how the Port will position itself for stability and strategic growth. Mr. Glenn asked the Commission if there were any questions. Chip Bubl asked about the cost of dock maintenance at Port Westward and how it will affect the Port's income stream. Mr. Clark stated that we are waiting for the results of the seismic assessment. Mr. Levin added that the results of the underwater survey and pilot test are expected back in the next couple of weeks. The seismic upgrades will determine the standard of the work required. Mr. Bubl also inquired about the potential rental income for the new hangar building. Ms. Bynum responded it is marketed at 10% over the loan payment.

Resolution 2023-29

RESCINDING RESOLUTION 2023-22 AND APPROVING THE SELECTION OF DR. ROOF, INC. FOR SCAPPOOSE AIRPORT HANGAR A AND HANGAR B ROOFING PROJECT

Miriam House, Port Operations Manager, presented the Resolution. On August 9, 2023, the Port Commission approved Resolution 2023-22 and the selection of USA Roofing for the hangar A and hangar B roofing project. However, after Commission approval this firm was unable to fulfill the contract requirements because they did not include in their bid the cost for bond requirements. Ms. House indicated that Port staff have since re-engaged with the next two most qualified contractors and selected Dr. Roof, Inc. at a cost of \$176,230, an increased cost of only \$6,314 over the previously selected contractor. Funds for this project were included in the 2023-2024 budget.

Nick Sorber moved; Brian Fawcett seconded a motion to approve Resolution 2023-29, rescinding Resolution 2023-22 and approving the selection of Dr. Roof, Inc. for Scappoose Airport hangar A and hangar B roofing project.

Executive Director's Report

Provided and read by Sean Clark. The Report is on file at the Port Office.

Commissioner Reports

Chip Bubl reported that he, along with Nancy Ward and Elliot Levin, traveled to Clatskanie for the Agriculture Information Committee Meeting on October 30, 2023, but it had been cancelled.

Brian Fawcett attended the Scappoose Bay Marina Advisory Committee meeting on November 7, 2023. He appreciates the engagement and feedback at those meetings.

Nick Sorber attended several Port-related meetings, one with Nancy Ward, regarding opportunities for the Port.

Nancy Ward attended the PNWA Conference in Vancouver and stated it is good to know what is going on in our area, especially as it relates to the river.

Robert Keyser reported that former Commissioner Chris Iverson did an insurance review for the Port about upping the values. Mr. Keyser thanked Ms. Schollenberger and Ms. Karber for attending.

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), pursuant to ORS 192.660(2)(f).

**THERE BEING NO FURTHER BUSINESS BEFORE THE COMMISSION THE MEETING
ADJOURNED AT 12:13 P.M.**

President

November 29, 2023

Date Adopted by Commission

Secretary



Res. 2023-30
STAFF REPORT

**Dock Reimbursement
Agreement with CPBR**

DATE: November 29, 2023

TO: Commission Board

FROM: Bob Salisbury, Port General Counsel

RE: Reimbursement Agreement with Columbia Pacific Bio-Refinery (CPBR)
No monetary amount, will be subject to insurance

Discussion

On November 12, 2023, a tug and barge went off course and collided with the Beaver Dock at Port Westward ("Dock"), causing significant damage to the Dock and severely damaging fuel, water, and vapor pipelines and related infrastructure creating a risk of release of fuels to the Columbia River. The U.S. Coast Guard and other agencies were immediately notified, and an Incident Command System ("ICS") was established at Columbia Pacific Bio-Refinery ("CPBR") to structure the emergency response. The Port requested that CPBR maintain and lead the ICS and CPBR willingly did so until the ICS was successfully completed on November 20, 2023.

CPBR has continued to work with the Port in managing the restoration operations at the Dock, including the next step of removing debris and broken pilings from the water and existing structures. Payment of costs during the ICS portion remains to be worked out between the parties so the attached Reimbursement Agreement does not include those costs at this time.

Recommendation

Adopt Resolution 2023-30, authorizing the Executive Director or his designee to sign the attached Reimbursement Agreement with CPBR.

RESOLUTION NO. 2023-30

A RESOLUTION APPROVING A DOCK REIMBURSEMENT AGREEMENT WITH COLUMBIA PACIFIC BIO-REFINERY

WHEREAS, on November 12, 2023, a tug and barge went off course and collided with the Beaver Dock at Port Westward ("Dock"), causing significant damage to the Dock and severely damaging fuel, water, and vapor pipelines and related infrastructure creating a risk of release of fuels to the Columbia River, and

WHEREAS, the U.S. Coast Guard and other agencies were immediately notified, and an Incident Command System ("ICS") was established at Columbia Pacific Bio-Refinery ("CPBR") to structure the emergency response; and

WHEREAS, the Port requested that CPBR maintain and lead the ICS and CPBR willingly did so until the ICS was successfully completed on November 20, 2023; and

WHEREAS, CPBR has continued to work with the Port in managing the restoration operations at the Dock, including the next step of removing debris and broken pilings from the water and existing structures; and

WHEREAS, the Parties wish to ensure that neither party is financially harmed because of its actions to protect the Columbia River system, so the parties have negotiated the attached Reimbursement Agreement; now, therefore,

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

The Board authorizes the Executive Director or his designee to sign the attached Reimbursement Agreement with CPBR.

PASSED AND ADOPTED this 29th day of November 2023, by the following vote:

AYES: _____

NAYS: _____

Port of Columbia County

ABSTAIN: _____

By: _____

President

Attested By:

Secretary

DOCK REIMBURSEMENT AGREEMENT

BY AND BETWEEN

CASCADE KELLY HOLDINGS LLC AND

PORT OF COLUMBIA COUNTY

This agreement (“**Agreement**”) is made and entered into with an effective date of November 12, 2023, by and between Cascade Kelly Holdings LLC, an Oregon limited liability company (“**Cascade**”) and Port of Columbia County, a municipal corporation of the State of Oregon (the “**Port**”). Cascade and the Port are each generically referred to herein as “**Party**” and collectively referred to herein as the “**Parties**.”

RECITALS

WHEREAS the Port owns the Port Westward Beaver Dock (the “**Dock**”), and Cascade owns and operates certain pipes and supports at the Dock;

WHEREAS on November 12, 2023, a tug and barge went off course and collided with the Dock causing significant damage to the Dock and severely damaging fuel, water, and vapor pipelines and related infrastructure creating a risk of release of fuels to the Columbia River (the “**Casualty**”).

WHEREAS the U.S. Coast Guard was immediately notified, and an Incident Command System (“**ICS**”) was established at Cascade to structure the emergency response.

WHEREAS the Port requested that Cascade maintain the ICS, and Cascade has been willing to do so.

WHEREAS, Cascade has continued to manage the restoration operations at the Dock, including scheduling removal of debris remaining from the Casualty and removal of broken pilings;

WHEREAS, the Parties wish to ensure that neither party is financially harmed because of its actions to protect the Columbia River system from further adverse impacts from the Casualty;

NOW THEREFORE, in consideration for the mutual obligations of the parties as set forth herein, Cascade and the Port mutually agree as follows:

AGREEMENT

1. INCORPORATION OF RECITALS

The Parties acknowledge and agree that the above-stated Recitals are true and correct to the best of their knowledge and are incorporated into this Agreement as though fully set forth herein.

2. PURPOSE AND INTENT

The purpose of this Agreement is to establish the terms and conditions upon which the Port agrees to reimburse Cascade for costs incurred or to be incurred by Cascade directly arising from removing debris from the Casualty remaining at the dock, but only after completion of the ICS on November 20, 2023 as outlined below in Section 4.1.

3. CASCADE OBLIGATIONS

3.1 Conduct of the work. Cascade agrees to work with the Port to ensure that the work indicated below in Section 4.1 is completed in a reasonably prudent manner. Cascade will keep the Port informed of schedules for related work at the Dock and provide copies of all material contracts and invoices for which the Port will be responsible.

4. PORT OBLIGATIONS

4.1 Cost Reimbursement. The Port will reimburse Cascade for costs Cascade has incurred, but only after completion of the ICS on November 20, 2023, and in the following particulars:

- a. Removal of collapsed sections of the dock and dock substructure in the Dock area.
- b. Mobilization of crane, barge, and support boats to locate and properly dispose of materials.
- c. Relocation of reclaimed debris from the Dock to the designated area on shore for State inspection, where appropriate.
- d. Destress and removal of damaged pipe sections (water, vapor, product)
- e. Inspection of pipelines, including cutting and removing sections and proper disposal of materials.
- f. Performing a structural analysis of remaining downstream approach and adjacent portion of Berth 2
- g. Performing above and below-water inspections to confirm the extent of structural damage caused by the collision.

Upon Cascade's preparation and submission of an invoice to the Port, the Port shall pay the invoiced amount in full within 60 days of receipt of the invoice from Cascade. If the Port disputes any invoiced amount, the Port shall provide notice to Cascade in writing within 45 days of receipt of the invoice including a description of the cost in dispute, the reason for disputing the cost, and the amount in dispute. If staff for the Parties are not able to resolve the disputed amount within 10 business days from the date of the notice, the Port Executive Director or his designee and Cascade SVP of Terminal Operations shall meet to review and attempt to resolve the issue. If the Parties are unable to resolve the dispute, either party may bring suit pursuant to Paragraph 6 of this Agreement.

4.2 On-site Inspection. Upon reasonable request, the Port shall have a qualified representative available for onsite inspection during performance of the work described in Section 4.1.

4.3 Indemnification and Release. Cascade shall defend, indemnify and hold harmless the Port, its Commissioners, officers, employees and agents from any and all claims and expenses, including attorneys' fee, arising from any breach of this Agreement by Cascade, its owners, agents, officers or employees. The Port shall defend, indemnify and hold harmless Cascade, its owners, officers, employees and agents from any and all claims and expenses, including attorneys' fees, arising from any breach of this Agreement by the Port, its Commissioners, officers, employees or agents.

5. GOVERNING LAWS

Any action related to this Agreement shall be governed by the laws of the State of Oregon. Any suit or proceeding arising out of or relating to this Agreement will be brought in the applicable federal or state court located in Columbia County, Oregon, and each Party irrevocably submits to the jurisdiction and venue of such courts.

6. RELATIONSHIP OF THE PARTIES

The relationship between the Parties will not be that of partners, agents or joint venture parties for one another, and nothing contained in this Agreement will be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to, tax purposes. No employment relationship is created by this Agreement. Neither Party will make any commitment, by contract or otherwise, binding upon the other or represent that it has any authority to do so. In performing any of their obligations hereunder, each Party will be an independent contractor or independent Party and shall use its discretion in discharging its contractual obligations at its own risk.

7. NOTICES

Except for routine operational communications (which may be delivered personally or by mail or transmitted by electronic mail), all notices and invoices required hereunder shall be in writing and shall be considered properly delivered when personally delivered, or on the third day following mailing, postage prepaid, certified mail, return receipt requested to the Parties at the following addresses:

If to Cascade:

Cascade Kelly Holdings LLC
c/o Global Partners LP
800 South Street, Suite 500
Waltham, MA 02453
Attn: Sean Geary
Email: Sgeary@globalp.com

If to Port:

Port of Columbia County
PO Box 190
Columbia City, Oregon 97018
Attn: Sean P. Clark, Executive Director
Email:
Clark@portofcolumbiacounty.org
Levin@portofcolumbiacounty.org
Salisbury@portofcolumbiacounty.org

With Copy to:

Schwabe Williamson & Wyatt, P.C.
1211 SW Fifth Avenue, Suite 1900
Portland, Oregon 97204
Attn: Brien Flanagan
Email: bflanagan@schwabe.com

Either Party may change the address to which notices shall be sent by notice to the other Party by providing thirty (30) days' written notice of the change of address.

8. NO WAIVER

No failure, forbearance, neglect or delay by a Party in regard to enforcing this Agreement or exercising any rights contained in this Agreement, in whole or in part, will affect or limit such Party's right to strictly enforce same, and no such failure, forbearance, neglect or delay will constitute or be implied as a waiver of any right to enforce same in the future.

9. FORCE MAJEURE EVENT

9.1 Performance Excused by Force Majeure Event. Neither Party will be deemed in violation of any provision of this Agreement if it is prevented from performing any of the obligations under this Agreement (excluding payment obligations) in whole or in part by reason of any event or circumstance, or combination of events or circumstances, arising after the Effective Date and beyond the reasonable control of, and not the result of the negligent or intentional actions or omissions of, or caused by, the Party that seeks to excuse, in whole or in part, that Party's performance of this Agreement and its obligations hereunder, and that is unavoidable or could not be prevented or overcome by the reasonable efforts and due diligence, (a "**Force Majeure Event**"). In such event the non-performing Party shall be excused from further performance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay. In the event of a Force Majeure Event, unless otherwise specified in this Agreement, the non-performing Party's performance obligation shall be extended on a day-by-day basis. Events that may give rise to a Force Majeure Event may include acts of God, natural disasters, extreme weather and storms, lightning, floods, fires, earthquakes or other natural occurrences; civil disturbances; strikes or other labor unrest (unless they only concern the Party claiming Force Majeure); catastrophic power failures; pandemic-related shut downs or work restrictions; terrorist activity, riots, war, nuclear or other civil or military emergencies; acts of legislative, judicial, executive or administrative authorities; or any other circumstances that are not within the reasonable control of, or the result of the negligence of, the claiming Party, and which, by the exercise of due diligence, the claiming Party is unable to overcome or avoid or cause to be avoided. A Force Majeure Event shall not, however, include actions of a government authority with respect to a Party's compliance with applicable laws, franchises, authorizations or permits; any failure by a Party to obtain or maintain any franchise, authorization or permit it is required to obtain or maintain; and any act, omission, delay, default or failure (financial or otherwise) of a subcontractor to a Party.

9.2 Notification. In the event of a Force Majeure Event, the Party who first becomes aware of the event shall promptly give written notice to the other Party of such event. When either Party becomes aware of the end of the Force Majeure event, it shall give prompt written notice to the other Party.

10. NO THIRD-PARTY BENEFICIARIES

Each of the Parties agree that, (a) their respective representations, warranties, covenants and agreements set forth herein are solely for the benefit of the other Party hereto, in accordance with and subject to the terms of this Agreement, and (b) this Agreement is not intended to, and does not, confer upon any person other than the Parties hereto any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth herein.

11. FURTHER ASSURANCES

In connection with this Agreement and the transactions contemplated hereby, each Party will execute and deliver any additional documents and instruments and perform any additional acts that may be commercially reasonable, necessary, or appropriate, or reasonably requested by the other Party, to effectuate and perform the Parties' obligations under this Agreement.

12. ENTIRE AGREEMENT

This Agreement, including the Exhibits hereto, contains all the terms, conditions, and obligations of the Parties with respect to the matters contemplated in this Agreement, and supersedes and replaces any and all other agreements and representations whether oral or in writing relative to the subject matter of this Agreement. This Agreement may be amended only by a written instrument executed by the Parties.

13. INTERPRETATION

Both Parties acknowledge that they have each been represented by counsel and this Agreement and every provision hereof has been freely and fairly negotiated. All provisions of this Agreement will be interpreted according to their fair meaning and will not be strictly construed against any Party.

14. ATTORNEY'S FEES

If either Party incurs attorney fees, costs, or other legal expenses to enforce the provisions of this Agreement against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

15. DOCUMENT EXECUTION

This Agreement may be executed in identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts, have been signed by each party and delivered to the other party. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains an electronic file of an executed signature page, such signature page shall be deemed to constitute an original instrument, with the

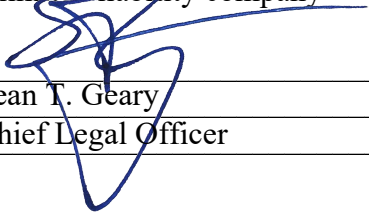
same force and effect as execution and delivery of an original and shall create a valid and binding obligation of the party executing the Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

Signature Page to Reimbursement Agreement (1 of 2)

IN WITNESS WHEREOF, this Agreement has been executed by each of the Parties as of the dates set forth below.

CASCADE KELLY HOLDINGS LLC
an Oregon limited liability company

By: 
Name: Sean T. Geary
Its: Chief Legal Officer

Dated: 11/22/23

Signature Page to Reimbursement Agreement (2 of 2)

IN WITNESS WHEREOF, this Agreement has been executed by each of the Parties as of the dates set forth below.

PORT OF COLUMBIA COUNTY,
An Oregon municipal corporation,

By: _____

Name: ***Sean P. Clark***

Its: Executive Director

Dated: _____