



PORT COMMISSION MEETING

100 E STREET, COLUMBIA CITY, OR 97018

August 13, 2025 8:30 A.M.

This Port 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/83873914066>

Call-In: (253) 205-0468

Meeting ID: 838 7391 4066

Passcode: 515886

- I. CALL MEETING TO ORDER** (President, Nick Sorber)
 - A.** 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: June 25, 2025 Commission Work Session and July 9, 2025 Commission Meeting and July 21, 2025 Special Meeting
 - B. *** Plan of Action Letter
 - C. *** Finance Report: August 2025
 - D. *** June 2025 Check Register and electronic payments in the total amount of \$624,994.51 .
 - E. *** July 2025 Check Register and electronic payments in the total amount of \$499,617.31 .
- IV. COMMENTS FROM THE PUBLIC**
(Limited to 2 min. per person unless prior authorization is obtained)
- V. OLD BUSINESS**
 - A.** Marina Update Miriam House
 - B.** Airport Update Lacey Tolles
 - C.** Lignetics/Neighbors Update Sean P. Clark
- VI. NEW BUSINESS**
 - A.** **Resolution 2025-20** Elliot Levin
Port Westward: Columbia River Ranch Lease
Staff Report and Resolution
Lease



- B. Resolution 2025-22** Elizabeth Millager
Marina: Advisory Committee Reappointment of Brandon Glass
[Staff Report](#) and [Resolution](#)
- C. Resolution 2025-23** Lacey Tolles
Scappoose Airport: Runway Rehab Phase 3 Construction
[Staff Report](#), [Resolution](#) and [Draft FAA Grant Offer](#)
- D. Resolution 2025-24** Lacey Tolles
Scappoose Airport: East Side Pavement Phase 1 Design
[Staff Report](#) and [Resolution](#)
[FAA Grant Agreement](#)
- E. Outreach Plan Discussion** Sean P. Clark
[Staff Report](#)
- F. Marina Work Session Planning** Sean P. Clark
- G. Resolution 2025-25** Lacey Tolles
Scappoose Airport: Advisory Committee Appointment of Paul Vogel
[Staff Report](#) and [Resolution](#)
[Application](#)

VII. EXECUTIVE DIRECTOR'S REPORT

VIII. COMMISSIONER REPORTS

IX. EXECUTIVE SESSION

The Board will hold an Executive Session 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), and to consult with Port General Counsel regarding pending litigation or litigation likely to be filed under ORS 192.660(2)(h).

X. ADJOURNMENT

<u>Upcoming Meetings & Events</u>		
August 27	TBD	Marina Work Session
September 1	Port Office Closed for Labor Day	
September 2	5:30 p.m.	Marina Advisory Committee Meeting
September 10	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

June 25, 2025

100 E. STREET, COLUMBIA CITY, OREGON 97018

The Port of Columbia County held a Board meeting at 6:00 p.m. on Wednesday, June 25, 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
Christa Burns	Administrative Assistant II
Miriam House	Operations Manager
Elliot Levin	North County Ops. & Terminal
Elizabeth Millager	Property Manager

Guests

Sarah Stephenson	Humane Resources
Wela Negelspach	Scappoose
Ralph Culpepper	Scappoose

Commission President Brian Fawcett called the Port of Columbia County Commission Meeting to order at 6:00 p.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.

Comments from the Public

There were no public comments.

New Business

Marina 5-10 Year Plan Discussion

Port Executive Director Sean Clark gave a PowerPoint presentation on a 5-10 year plan for Scappoose Bay Marine Park (SBMP). BST Associates (BST) recently conducted a marina study that looked at the financial performance and economic feasibility of SBMP. The study revealed annual net losses of approximately \$550,000 not including dredging. Mr. Clark indicated that dredging would cost an additional \$270,000 - \$500,000 per year and is not financially or environmentally sustainable due to the cost and disposal regulations. The BST study provided other options such as eliminating uses that require dredging, researching future channel and marina water depths, and focusing on non-motorized and small vessels. Following the study, BST proposed a scope of work suggesting public meetings and stakeholder engagement, a capital improvement plan, and a marina development plan. The Port paid \$38,000 for the marina study and the additional scope of work would cost \$48,000 more. Port Deputy Executive Director Amy Bynum came forward joining the discussion. Various challenges and solutions for the marina's operations were discussed, including how to proceed with managing the boathouses and floating homes. Concerns were raised about relocating the floating homes and there is a state moratorium on new marina construction which further limits options. Commissioners debated whether to proceed with BST's plan or manage the process internally. There was strong interest in maintaining the marina for recreational and adventure tourism, such as kayak rentals and paddle sports. The Commission came to a consensus that the marina will not support deep-draft vessels long-term. They discussed the possibility of an additional boat launch at Railroad Corridor Industrial Park and the status of Next Adventure's lease and potential interest from other parties. They would like Port staff to bring back a proposal on how to execute a 5-10 year strategic planning process internally using a phased approach, and to start by informing marina tenants about upcoming changes. The presentation is on file at the Port office.



Executive Director Report

Mr. Clark announced that the Port will have a booth at upcoming community events and encouraged Commissioners to visit or volunteer. Mr. Clark, Elliot Levin, and Bob Salisbury along with Commissioners Fawcett and Keyser will meet with PGE's VP of Utilities on June 30 to discuss use agreements, co-marketing, and future potential use of the site. The Marina Advisory Committee will meet on July 1, and the Port office will be closed for the July 4th holiday. Mr. Fawcett stated that the Rainier and Clatskanie Chamber meetings will be skipped for July. The Columbia Economic Team (CET) will hold their annual meeting on July 15, and the Oregon Public Ports Association (OPPA) meeting is on July 17. The Airport Advisory Committee will meet on July 28 and Mr. Clark stated that Airport Manager Lacey Tolles recently created an Airport Newsletter that is now on the Port website. He will send an electronic copy to Commissioners. Mr. Clark also announced that Acoustic Flash Mob will be performing at 13 Nights on the River on July 31, and the Port will be the sponsor for that night. The Executive Director's Report is on file at the Port office.

Commissioner Reports

Nancy Ward reported that she met with American Jet Center (AJC) at the Scappoose Airport and she was delighted to see that Airport Manager Lacey Tolles now has an office there. Ms. Ward also mentioned that Skagit Diking District lost their lawsuit, and they are planning to appeal. There is one spot open on the Scappoose Advisory Committee, and she has encouraged the folks from AJC to apply.

Chip Bubl stated that he read the BST proposal over the last couple weeks.

Nick Sorber said it is exciting to have a new tenant at the airport and that there are some tough decisions ahead at the Marina.

Robert Keyser reported that the roof for the Clatskanie Business Center is scheduled to be repaired in August. They are getting a lot of interest in safety trainings, and the basketball court there lends itself almost perfectly to the Conex containers for prepackaged safety training modules.

Brian Fawcett thanked all who worked on the Executive Director review process and stated that it will bring a lot of value to 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 review and evaluate the employment-related performance of the Port Executive Director pursuant to ORS 192.660(2)(i).

THE COMMISSION RETURNED TO OPEN SESSION AT 7:23 P.M.



Executive Director Salary Discussion

The Commission met with HR Consultant Sarah Stephensen to discuss the salary of Executive Director Sean Clark. Mr. Fawcett stated that the Consumer Price Index (CPI) is 2.8% and confirmed that the decision will be based on a combination of CPI and merit considerations. Mr. Keyser asked what percentage Port employees receive and Mr. Clark responded that they receive a CPI increase plus their merit score. Mr. Fawcett proposed an increase in the 4-5% range. Mr. Keyser expressed concerns about the high salary level for a public employee in Columbia County, but Commissioners agreed that Mr. Clark's compensation should remain competitive with other Executive Directors in the industry.

Nancy Ward moved, Chip Bubl seconded a motion to increase the Executive Director's salary by 4.8% for Fiscal Year 2025-26. The motion carried, 4-1. Robert Keyser voted nay.

**THERE BEING NO FURTHER BUSINESS BEFORE THE COMMISSION, THE MEETING
ADJOURNED AT 7:30 P.M.**

President

August 13, 2025
Date Adopted

Secretary



COMMISSION MEETING MINUTES

July 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, July 9, 2025 at the Port office and via Zoom (*) video conferencing with the following people present:

Commissioners

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

Guests

Kevin Jones	CPBR / Global
Bob Gadotti*	Scappoose
Natasha Parvey	NXTClean Fuels
Ralph Culpepper	Scappoose
Susan Tolleshaug	St. Helens
Jasmine Lillich	Clatskanie

Staff

Sean P. Clark	Executive Director
Amy Bynum	Deputy Executive Director
Bob Salisbury	Port General Counsel
Christa Burns	Administrative Assistant II
Miriam House	Operations Manager
Elliot Levin	North County Ops. & Terminal Mgr.
Elizabeth Millager	Property Manager
Lacey Tolles	Airport Manager

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

Oath of Office

Port General Counsel Bob Salisbury administered the Oath of Office to Commissioners Robert Keyser and Brian Fawcett and they were sworn into office.

Election of Officers

The Port Commission elected officers for upcoming fiscal year 2025-26. According to policy, nominations are rotated to ensure that each member of the Commission has an opportunity to serve as President. The first nomination for President would go to Chip Bubl since he has been on the Commission for the longest time and has never served as President. Mr. Bubl declined, so the nomination for President then went to Nick Sorber. Mr. Sorber accepted the nomination, and Mr. Bubl was nominated for Vice President. The Commission then briefly discussed officer appointments for 2nd Vice President, Treasurer and Secretary.

There being no further nominations, Brian Fawcett called for a vote to elect Nick Sorber as President, Chip Bubl as Vice President, Nancy Ward as 2nd Vice President, Brian Fawcett as Treasurer and Robert Keyser as Secretary.

Nancy Ward moved, Chip Bubl seconded all nominations for the panel as described. All Commissioners were in favor, and the vote was unanimous, 5-0.

Additions To Agenda

Nick Sorber asked the Commission if there were any changes to the agenda. There were no additions. Item C under New Business (Columbia River Ranch Lease) was removed from the agenda.



Consent Agenda

Brian Fawcett moved, Chip Bubl seconded a motion to adopt consent agenda item A: June 11, 2025 Minutes. Motion carried, 5-0.

Comments from the Public

There were no public comments.

Old Business

Airport Update

Airport Manager Lacey Tolles gave a PowerPoint presentation to provide an update on airport documents, grants, airport communications and our new tenant (American Jet Center) at Scappoose Airport. Ms. Tolles stated that the airport document review process began in November 2024 to update the Airport Minimum Standards, Airport Use Permit template, also referred to as a Through-the-Fence (TTF) Agreement, and the T-Hangar License Agreement. Port staff, Aron Faegre & Associates, the Airport's Engineer of record, Century West, and Port General Counsel have completed multiple reviews, and the drafts were also reviewed by the Airport Advisory Committee (AAC) in February 2025. This was followed by an AAC meeting on March 31, 2025 and an AAC work session on April 25, 2025. Ms. Tolles will ask the Committee for a recommendation on the Airport Minimum Standards to bring to the Commission as a Resolution. Ms. Tolles pointed out that Scappoose Airport does not currently charge fuel flowage or landing fees, which are opportunities for future revenue. The next regular AAC meeting is scheduled for July 28, 2025. Ms. Tolles stated that applications have been submitted for two Federal Aviation Administration (FAA) grants for the East Side Pavement Maintenance design phase and the Runway Rehabilitation Phase 3 Construction. The cost for the runway rehab construction totals \$4,043,703 which includes crack seal and slurry, edge lighting, and precision approach path indicator (PAPI) lights. The East Side Pavement design cost is \$98,000 for taxiway maintenance planning. Ms. Tolles provided a timeline for capital improvement planning including completion of the Runway Rehabilitation project in 2026, East Side Pavement maintenance in 2027, and Taxiway Alpha reconfiguration in 2029. She announced that past that point, there are no more major pavement projects expected until 2040. Ms. Tolles also shared that the AAC requested Port staff to research mitigation options for the 2026 airport runway closure. She researched various options for managing airport operations during rehabilitation work, including looking at other comparable airports and speaking with several airport engineers and contractors. Some of the options she found include closing the airport, utilizing a displaced runway threshold, a grass or other alternative runway, a NOTAM for runway closure, or extended contractor work hours. She noted that using the taxiway as a temporary runway is not ideal for larger aircraft. Extended work hours would be the most expensive but potentially feasible solution at around \$650,000, though this would require FAA approval, an updated safety plan, and coordination with multiple contractors. The FAA would not pay the additional cost, so this would be the responsibility of the Port and airport tenants potentially. Ms. Tolles is having ongoing conversations with Century West about safety plans and costs associated with the different options. The AAC meeting also touched on the need to balance the interests of current tenants with the needs of a growing commercial facility. Ms. Tolles emphasized that safety and impact to Port tenants and businesses are the highest priorities. To increase the Port's presence and improve communication at Scappoose Airport, there is now a dedicated Airport News section on the Port website where Ms. Tolles will post quarterly newsletters and bulletins. Ms. Tolles also has an office at the airport now where she works part-time. New airport tenant American Jet Center has moved onsite July 8. They are planning a Young Eagles Youth Aviation event tentatively in late August. There will also be a Pie & Fly-In by Northwest Antique Airplane Club on August 16. The presentation is on file at the Port office.



Marina Update

Port Executive Director Sean P. Clark provided an update on Scappoose Bay Marine Park (SBMP). Mr. Clark reported that the Port is in the process of hiring a Communications and Grants Manager, with interviews underway. The outcome will determine whether the new hire can take on Marina project responsibilities or if part-time help will be needed. Mr. Clark also discussed plans for a strategic committee meeting and tentative plans for a second Commission meeting in August to discuss the Marina, with a goal of formerly launching a strategic committee. Mr. Clark indicated that around eleven potential members have been identified for the strategic committee, including some Advisory Committee members and a former Commissioner. Commissioners agreed that while the decision on the direction of the marina seems clear, the implementation will be complex and requires community engagement and thoughtful planning. There was interest in hosting the August meeting at SBMP if space and logistics allow, with some alternatives being the Scappoose Airport or possibly the Soil and Water District facilities if necessary. Mr. Clark stated that the Marina plan is moving forward deliberately with strategy and stakeholder engagement as the next key steps.

Lignetics/Neighbors Update

Mr. Clark reported that he spoke with Lignetics Plant Manager Steve Nelson, and they are still monitoring the plant's activity while anticipating additional improvements for this next fiscal year. Mr. Clark also announced an upcoming Columbia City Community Meeting at City Hall on July 29, 2025 at 6:30 p.m. and invited Commissioners to attend.

New Business

Columbia Pacific Bio-Refinery (CPBR, Global) Update

Kevin Jones, Sr. Director of Business Development with CPBR, provided an update on operations at Port Westward. Mr. Jones stated that CPBR has been transloading renewable diesel at the terminal for 4.5 years and currently has 21 employees onsite. They have received over 17,563 rail cars to date, equivalent to 149 unit trains, and product has been transferred to 85 vessels at the dock without incident. Their safety record indicates that there have been zero contractor or employee injuries in over 14 years, resulting in no loss time and no recordable incidents. This amounts to 2,828 consecutive days without incident. All required environmental, regulatory and safety reporting is up to date. There have been a total of 298 inspections on site, all passed without major issues. They have met 100% compliance with inbound and outbound railcar inspections by the Federal Railroad Association (FRA). CPBR is working with the Port to meet the seismic resiliency requirements for Oregon Senate Bill 1567. Mr. Jones informed the Commission that CPBR's renewable diesel contract expires on December 1, 2025 and has not been renewed. They will be transitioning from renewable diesel back to ethanol which will require cleaning and inspecting the tanks and piping to meet the standards required to handle ethanol. Ethanol operations will resume in the first quarter (Q1) of 2026 after the tank and system cleaning and inspection, with ethanol volume expected to equal or exceed renewable diesel levels within a year, and possibly double by 2030, driven by Japanese fuel blending mandates requiring a 10% ethanol to fuel ratio. Mr. Jones stated that ethanol will be export-focused and shipped overseas to Japan, Korea, and Indonesia. Permits for 6 new tanks are active and ready for use if needed. Each tank has capacity to hold 120,000 barrels each. Mr. Jones also indicated that CPBR is exploring dry bulk commodities, some including bentonite, copper concentrate, and aggregates, and there is strong customer interest. Planning includes the use of existing ethanol plant assets. Mr. Jones added that commodities like bentonite clay have previously shipped through the region and are used in auto manufacturing. Mr. Fawcett inquired about an increase in jobs and Mr. Jones replied that they anticipate job growth of 5-8 positions, an increase of about a third, due to ethanol expansion and 24/7 operations. Mr. Keyser asked what the rail car activity will look like with the switch to ethanol from renewable diesel. Mr. Jones responded

that it would start out at about half but is expected to meet the same capacity within 1 year of operation and potentially double by 2030. Mr. Keyser also wanted to know if the permits for the current tanks would be for both renewable diesel and ethanol. Mr. Jones stated that their permit would allow up to six new tanks, but CPBR's focus is still on renewable products. Mr. Clark asked if their bulk products would be in storage or transloaded and Mr. Jones responded that ethanol and dry bulk materials would involve storage before being exported. Mr. Keyser asked if there would be any affect to their MARSEC (Maritime Security) level. Mr. Jones responded that there are no expected changes with the shift to foreign-flag vessels. Mr. Sorber inquired about their other products such as bentonite clay and Mr. Jones replied that dry bulk products would require new ship loader construction at the dock in a similar design to EGT's dry bulk loaders in Longview, WA. CPBR is still in the early stage with permits, design, and cost estimates in progress. Mr. Jones stated that although the facility is permitted for crude, diesel, ethanol and renewable diesel, their focus remains on renewable products. The Commission thanked Mr. Jones for his report. The report is on file at the Port Office.

Annual Code of Ethics Acknowledgement and Ethics Program 2025

Port General Counsel Bob Salisbury gave a PowerPoint presentation on the annual Code of Ethics Acknowledgement to reinforce best practices and legal obligations. The annual ethics program covered four key areas: prohibitions on using office for financial gain, gift restrictions, conflicts of interest, and cases from the Oregon Government Ethics Commission. Mr. Salisbury explained that ethics laws apply to all elected and appointed officials, employees and volunteers in Oregon government, including nonprofit boards and advisory committees. The use of office for financial gain is prohibited, meaning that officials may not use their position to obtain financial benefit or avoid loss for themselves, their relatives, household members, or associated businesses. Mr. Salisbury went over the \$50 gift limit rule, which states that no gifts over \$50 can be accepted from entities with a legislative or administrative interest. However, there are many exceptions that include but are not limited to: food and drink at official events, reimbursements, and gifts from relatives or household members. Mr. Salisbury stated that the best practice for private meals is to pay your own way. Each official is personally responsible for complying with the Code of Ethics. Mr. Salisbury then asked all of the Commissioners to acknowledge the Code of Ethics, and all five Commissioners nodded in acknowledgement. Conflicts of interest were discussed, with Mr. Salisbury highlighting the importance of handling them responsibly by disclosing all actual and potential conflicts of interest. There are two types of conflicts which include potential and actual conflicts. Potential conflicts "could" have an impact and should still be disclosed but allows for participation in actions and decisions. Actual conflicts "would" have an impact and should also be disclosed; however, participation is not allowed for actual conflicts unless quorum rules apply. Mr. Salisbury added that staff must report conflicts to their supervisor in writing, who must respond in writing and document it. Having a conflict is not unethical, but failing to disclose it is. Mr. Salisbury also explained the appropriate way to go into Executive Session by announcing the correct statute from the Oregon Revised Statutes (ORS). A good rule of thumb is to be specific, pay attention and speak up if something seems wrong. Mr. Salisbury gave examples of several ethics cases that resulted in fines and penalties from the Oregon Government Ethics Commission (OGE). Mr. Salisbury indicated that 2024-25 saw more fines than past years where most cases resulted in Letters of Education. In the past year, 74 cases were dismissed, 56 final orders were issued, and penalties were increased for serious violations. Mr. Salisbury gave examples of some key cases that received fines including the Port of Morrow, a former Lane County School Superintendent, former Secretary of State Shamia Fagan, former First Lady Sylvia Hayes, and the Oregon Liquor Control Commission (OLCC) Pappy Van Winkle case. Mr. Salisbury noted that there is no penalty for actions taken in Executive Session on advice of legal counsel. Ethics laws exist to build public trust and to ensure transparency and



fairness. Mr. Keyser asked if this ethics presentation would count toward the state training requirements and insurance discount. Mr. Salisbury replied that he will look into this and find out. Mr. Clark stated that Port staff who are not in attendance will be asked to view the recording. The presentation is on file at the Port office.

Executive Director Report

Mr. Clark announced that the Port will be hosting a booth at upcoming Community Events including Rainier Days in the Park on July 11, the Columbia County Fair & Rodeo on July 17, 13 Nights on the River on July 31 (with a performance by local fan favorite band Acoustic Flash Mob), and the Columbia City Celebration on August 9. The Columbia City neighbors, Lignetics, and the Port will be holding a Community Meeting on July 29 at 6:30 p.m. He also stated that he sent Department Reports out to Commissioners last Thursday, July 3. The Executive Director Report is on file at the Port office.

Commissioner Reports

Brian Fawcett stated that he has been reviewing Scappoose Airport matters, including listening to the recording of the March 31, 2025 AAC meeting. Mr. Fawcett commended Port staff for handling the feedback with patience and professionalism. He also expressed interest in Global's potential new developments at Port Westward.

Robert Keyser reported that he attended a meeting with PGE leadership, including the new VP of Utility Operations, Debbie Powell. He found the meeting valuable and noted that PGE is interested in more frequent communication. Mr. Keyser also shared that PGE plans to dismantle the tank farm at Port Westward next year and raised concerns about potential tax revenue impacts due to devaluation after the tanks are removed. He also mentioned work on improving emergency access at Port Westward.

Nancy Ward had nothing to report.

Chip Bubl had nothing to report.

Nick Sorber also shared his enthusiasm about Global's potential development, acknowledging the complexity of co-locating fuel and other operations. He thanked staff involved in the airport work for handling a difficult issue thoroughly.

Mr. Clark said it has been a pleasure working with Mr. Fawcett as President of the Commission this past year and that he looks forward to working with Mr. Sorber. Mr. Clark and the Commission thanked Mr. Fawcett for his leadership.

Executive Session

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

THE COMMISSION RETURNED TO OPEN SESSION AT 11:04 A.M.

Public Meeting

President Sorber announced that the Port Commission will hold a public meeting on July 21, 2025 at 1:00 p.m.



**THERE BEING NO FURTHER BUSINESS BEFORE THE COMMISSION, THE MEETING
ADJOURNED AT 11:05 A.M.**

President

August 13, 2025
Date Adopted

Secretary



COMMISSION MEETING MINUTES

July 21, 2025

100 E. STREET, COLUMBIA CITY, OREGON 97018

The Port of Columbia County held a Board meeting at 1:00 p.m. on Monday, July 21, 2025 at the Port office and via Zoom (*) video conferencing with the following people present:

Commissioners

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

Staff

Sean P. Clark	Executive Director
Amy Bynum	Deputy Executive Director
Bob Salisbury	Port General Counsel
Christa Burns	Administrative Assistant II
Miriam House	Operations Manager
Elliot Levin	North County Ops. & Terminal Mgr.
Elizabeth Millager*	Property Manager
Lacey Tolles*	Airport Manager
Noelle Linden*	Administrative Assistant
Brittany Scott*	Finance Assistant

Guests

Mark Smith	Amboy, WA
Eileen McKinney	Vancouver, WA
John Griffith	Vancouver, WA
Henry Shulte	Portland, OR
John Helm*	Scappoose
Clayton Eveland*	Scappoose
Alta Lynch*	Scappoose
Dan Serres*	Columbia River Keeper

Commission President Nick Sorber called the Port of Columbia County Commission Meeting to order at 1:00 p.m. Commissioners Sorber, Fawcett, Ward and Keyser were present via Zoom video conference. Commissioner Bubl was not present.

Comments from the Public

Henry Shulte commented about an email he sent regarding the existing taxiway easement for two pieces of property he represents on Wagner Court in Scappoose next door to the Port owned property. Mr. Schulte emphasized the need for all stakeholders, including Scappoose Hospitality Group (SHG), to be aware of existing easement agreements. He requested collaboration among the Port and property owners, now including SHG, to ensure that future costs and responsibilities are clear.

Clayton Eveland commented that he had previously inquired about purchasing property from the Port and expressed his concern over being told the lots were not for sale. Mr. Eveland offered to match SHG's offer with cash closing for the same lot, contingent upon a Through-the-Fence (TTF) agreement. Mr. Eveland said he supports having a hotel at the Scappoose Airport but does not want other viable aviation businesses to be unfairly excluded.

Port Deputy Director Amy Bynum read an email provided by Scott Parker, a Principal of SHG, stating that Mr. Parker was unable to attend the meeting due to a funeral. In his email, Mr. Parker expressed gratitude for the Port's cooperation and emphasized that property ownership rather than leasing made the hotel development financially viable and more appealing to franchise partners.

Bill Gerry, a principal of SHG, spoke on behalf of Scappoose Hospitality Group, expressing enthusiasm and appreciation for moving forward with the hotel development.



New Business

Resolution 2025-21

SCAPPOOSE HOSPITALITY GROUP PURCHASE & SALE AGREEMENT

Amy Bynum presented Resolution 2025-21 which would authorize a Purchase & Sale Agreement (PSA) with SHG to purchase property on Wagner Court near Scappoose Airport for \$374,077 to develop a hotel. Ms. Bynum explained that the findings of a hotel market study developed in 2023 by HVS Consulting and Valuation (HVS) led SHG to pursue the development of a hotel in Scappoose. SHG approached the Port with interest in purchasing the property and, at the Commission's direction, Port staff negotiated a PSA. Ms. Bynum summarized the terms of the PSA which indicate that SHG has two years to secure financing. A three-year horizon to start construction, enforced by a reversionary clause, states that property ownership reverts back to the Port if there is no progress. The reversion will be waived if SHG secures a construction contract for hotel development, obtains necessary land use approvals, and closes on a construction loan. She also indicated that \$25,000 earnest money from SHG is due by July 25, 2025 which is non-refundable after a 180-day due diligence period. At closing, SHG will pay \$5,000 to cover staff costs. Ms. Bynum recommended consideration of Resolution 2025-21 authorizing Mr. Clark to sign the attached Purchase and Sale Agreement with Scappoose Hospitality Group, LLC and all documents related to the sale. Brian Fawcett stated that he did not have a chance to review Mr. Shulte's email and would like Port staff to provide information on whether the taxiway easement has an impact on the hotel group deal. Ms. Bynum replied that this would be explored further during the due diligence phase of the process, but it should not. President Sorber opened the floor for Mr. Shulte to respond. Mr. Shulte came forward to clarify that the easement affects all six lots in the business center. Mr. Sorber stated that he appreciates Mr. Shulte bringing this to the Commission and that they will have further discussion with Port staff regarding the easement. Mr. Fawcett and Ms. Bynum confirmed that an easement does not go away upon sale of a piece of property. Mr. Clark agreed and stated that the Port has not portrayed any changes to the easement as a result of the PSA as it is a known commodity to both SHG and the Port. Nancy Ward asked for clarification from Mr. Eveland on whether he is proposing a hotel or another type of business. Mr. Eveland responded that his intention is an aviation-related business building hangars for aircraft storage. Mr. Sorber specified that the concession was made for the sale of this property due to the benefit of a hotel to the community and the future development opportunities at Scappoose Airport. Mr. Fawcett added that he hopes Port staff is engaging with Mr. Eveland to address his inquiry separately. Ms. Ward concurred that the absence of a hotel in Scappoose weighed heavily on the Commission's decision to sale the property.

Nancy Ward moved, Brian Fawcett seconded a motion to adopt Resolution 2025-21. Commissioners Fawcett, Ward, Keyser and Sorber voted yes. The motion carried unanimously, 4-0.

**THERE BEING NO FURTHER BUSINESS BEFORE THE COMMISSION, THE MEETING
ADJOURNED AT 1:25 P.M.**

President

August 13, 2025
Date Adopted

Secretary



**APPROVED BY PORT COMMISSION
AUGUST 13, 2025**

Good Morning:

The Port of Columbia County has implemented the following:

Year-end Accounts Payable transactions will be reviewed to ensure expenses are accrued at year end.

In addition all liability accounts will be reviewed to ensure transactions are recorded in the proper accounting period.

Please feel free to contact me if you have any questions.

Best regards,

Guy Glenn, Jr.
Executive Finance Manager



Finance Report

STAFF REPORT

DATE: August 13, 2025
TO: Port Commission
FROM: Port Finance Dept.
RE: Financial Update

Discussion

Income Statement and Check Register: The June 30, 2025, Preliminary Income Statement is attached. The June 2025 combined check register and electronic disbursements is also attached.

Cash and Investments as of June 30, 2025: \$14,704,891.01

- BMO - \$ 92,069.66
- LGIP - \$ 9,859,341.63
- LGIP - \$ 2,499,644.86
- LGIP - \$ 2,253,836.86

Checks and electronic payments issued in June 2025 total: \$624,994.51

Checks and electronic payments issued in July 2025 total: \$499,617.31

June Highlights:

- FY 2026 Budget adopted
- Started FY 2025 audit preparation
- Yr-End account analysis

Income Statement
For the period ending
June 30,2025

	Current	Yr To Date	Annual	%	Prior YTD	Increase
	Actual	Actual	Budget	Remaining	Actual	(Decrease)
Resources						
Property Taxes	1	225	-	0.0%	8,236	(8,011)
Licenses and Permits	48,762	521,074	559,057	6.8%	520,193	881
Rents and Reimbursements	377,177	7,522,278	4,528,546	-66.1%	6,066,264	1,456,014
Terminal Services	34,401	495,770	730,000	32.1%	380,645	115,124
Bayport RVPark	7,225	119,881	147,860	18.9%	107,300	12,580
Parking Fees	15,087	103,836	-	0.0%	57,944	45,892
Launch Fees	51	51	91,000	99.9%	22,393	(22,342)
Other Marina Fees	570	3,466	5,400	35.8%	2,510	956
Grants	116,384	280,133	1,305,000	78.5%	377,292	(97,159)
Loan Proceeds	-	-	-	0.0%	0	-
Interest Earnings	56,487	643,797	376,757	-70.9%	460,409	183,388
InterGovernmental Income	-	-	-	0.0%	0	-
Contributions	-	-	-	0.0%	0	-
Miscellaneous Income	50,993	297,505	50,000	-495.0%	2,664,118	(2,366,613)
				0.0%		
Total Resources	707,137	9,988,015	7,793,620	-28.2%	10,667,305	-679,290
Requirements						
Personnel Services	243,935	2,258,935	2,906,505	22.3%	2,290,315	(31,380)
Materials and Services	152,600	1,901,418	3,771,568	49.6%	2,573,317	(671,899)
Capital Outlay	3,231	2,108,886	4,152,000	49.2%	704,007	1,404,879
Debt Service	-	574,023	386,742	-48.4%	695,851	(121,828)
Contingency	-	-	6,439,958	100.0%	0	-
Total Requirements	399,766	6,843,261	17,656,773	61.2%	6,263,490	579,771
Change in Net Position	307,372	3,144,754			4,403,815	(1,259,062)

Note: Rents & Reimbursements - includes 1.) \$1.75 million in non-recurring insurance recovery, and 2.) approximately \$2.18 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 \$3.93 million.

Port of Columbia County					
Voucher Approval List - June 2025					
Document Number	Vendor ID	Vendor Name	Document Date	Document Amount	Voided
46514	AMBI001	Ambient IT Solutions	6/5/2025	\$743.75	No
46515	CITY001	City of Columbia City	6/5/2025	\$258.49	No
46516	CITY005	City of Clatskanie	6/5/2025	\$81.68	No
46517	CIVI001	CivicPlus LLC	6/5/2025	\$4,500.00	No
46518	CMGO001	CMG Oregon LLC	6/5/2025	\$205.00	No
46519	COBR001	Cobra Management Services-Accrue	6/5/2025	\$100.00	No
46520	DAHL001	Dahlgren's Do It Best	6/5/2025	\$230.32	No
46521	FAWC001	Brian Fawcett	6/5/2025	\$150.00	No
46522	GOVE002	Gove Enterprises, Inc	6/5/2025	\$300.00	No
46523	HAGA001	MJI Inc dba Hagan Hamilton Ins Solutions	6/5/2025	\$2,820.18	No
46524	KEYS001	Robert Keyser	6/5/2025	\$150.00	No
46525	KOLD001	Culligan	6/5/2025	\$51.30	No
46526	MARI002	Maritime Fire & Safety Association	6/5/2025	\$270.00	No
46527	METR002	MetroWatch	6/5/2025	\$3,071.93	No
46528	NORT001	Northwest Parking Equipment	6/5/2025	\$728.47	No
46529	PNWA001	PNWA	6/5/2025	\$940.00	No
46530	SDIS001	SDIS	6/5/2025	\$72,350.70	No
46531	SONI001	Sonitrol Pacific	6/5/2025	\$550.00	No
46532	SORB001	Nick Sorber	6/5/2025	\$150.00	No
46533	SUNS001	Sunset Auto Parts	6/5/2025	\$133.48	No
46534	SUPP002	Home Depot Pro	6/5/2025	\$58.02	No
46535	WARD001	Nancy Ward	6/5/2025	\$150.00	No
46536	WILC001	Wilcox & Flegel	6/5/2025	\$336.28	No
46537	WOOD001	Woods Logging Supply	6/5/2025	\$274.26	No
46538	XENO001	Xenotsolutions LLC	6/5/2025	\$1,775.00	No
46539	BUBL001	Chip Bubl	6/5/2025	\$150.00	No
46540	ACEH001	Ace Hardware	6/18/2025	\$497.16	No
46541	ACEH002	Ace Hardware	6/18/2025	\$500.17	No
46542	CLIN002	Clint Wilcoxon	6/18/2025	\$1,500.00	No
46543	COLU011	Columbia Co. Dept. of Community Justice Adult Div	6/18/2025	\$2,250.00	Yes
46544	COMC003	Comcast Business-Ethernet	6/18/2025	\$2,144.90	No
46545	FINE001	Encore Business Solutions	6/18/2025	\$1,350.00	No
46546	GADO001	Robert Gadotti	6/18/2025	\$551.50	No
46547	INTE002	Integrity IT Group, LLC	6/18/2025	\$439.97	No
46548	KPFF001	KPFF, Inc	6/18/2025	\$390.00	No
46549	LAWR001	Lawrence Oil Company	6/18/2025	\$84.00	No
46550	LOOPN001	LoopNet	6/18/2025	\$677.82	No

46551	MARI004	Marine Floats Corporation	6/18/2025	\$250.00	No
46552	PACI005	Pacific Office Automation	6/18/2025	\$357.00	No
46553	TCMS	Trotter & Morton	6/18/2025	\$1,522.75	No
46554	VANC001	Vancouver Bolt and Supply Inc.	6/18/2025	\$17.38	No
46555	VOYA001	Voya - State of Oregon	6/18/2025	\$4,534.00	No
46556	BURN001	Christa Burns	6/26/2025	\$48.16	No
46557	CABL001	Cable Huston	6/26/2025	\$522.50	No
46558	CENT001	CenturyLink	6/26/2025	\$362.48	No
46559	CENT002	Century West Engineering	6/26/2025	\$3,378.90	No
46560	CENT003	CenturyLink	6/26/2025	\$56.63	No
46561	COLU0013	Columbia Feed & Supply	6/26/2025	\$11.99	No
46562	KERN001	Kern & Thompson LLC	6/26/2025	\$2,000.00	No
46563	KPFF001	KPFF, Inc	6/26/2025	\$388.80	No
46564	METR002	MetroWatch	6/26/2025	\$8,801.35	No
46565	MICH001	Michels Pipeline, Inc	6/26/2025	\$3,816.00	No
46566	NORT001	Northwest Parking Equipment	6/26/2025	\$122.85	No
46567	NORT006	Northeast Electric, LLC	6/26/2025	\$3,400.00	No
46568	OREG017	Oregon Government Finance Officers Association	6/26/2025	\$125.00	No
46569	OREI001	O'Reilly Auto Enterprises LLC	6/26/2025	\$86.02	No
46570	ORKI001	Orkin LLC	6/26/2025	\$100.00	No
46571	PAIN001	Paint Boss LLC	6/26/2025	\$7,400.00	No
46572	PAUL001	Paulson Printing	6/26/2025	\$80.00	No
46573	PELL001	Pellham Cutting, Inc	6/26/2025	\$3,225.74	No
46574	PITN003	Pitney Bowes - Lease	6/26/2025	\$186.54	No
46575	PORT002	Portland General Electric	6/26/2025	\$9,006.99	No
46576	QUIL001	Quill	6/26/2025	\$195.74	No
46577	RAIN004	Rainier Days in the Park	6/26/2025	\$1,000.00	No
46578	SCOT001	Brittany Scott	6/26/2025	\$100.00	No
46579	SDIS001	SDIS	6/26/2025	\$219.00	No
46580	SHRE001	Shred Northwest, Inc	6/26/2025	\$120.00	No
46581	SONI001	Sonitrol Pacific	6/26/2025	\$988.40	No
46582	SOUT001	South Columbia County Chamber of Commerce	6/26/2025	\$750.00	No
46583	STEW001	Stewardship Solutions, Inc	6/26/2025	\$315.00	No
46584	TFTC001	TFT Construction, Inc.	6/26/2025	\$60,840.00	No
46585	TOLL001	Lacey Tolles	6/26/2025	\$257.56	No
46586	VOYA001	Voya - State of Oregon	6/26/2025	\$4,534.00	No
46587	WAST002	Waste Management of OR, Inc.	6/26/2025	\$34.64	No
46588	WILC001	Wilcox & Flegel	6/26/2025	\$572.39	No
46589	WILC001	Wilcox & Flegel	6/26/2025	\$50.15	No
ACH001700-0016-15-25	CITY002	City of Scappoose	6/13/2025	\$114.95	No

ACH001700-0026-15-25	CITY002	City of Scappoose	6/13/2025	\$101.16	No
ACH003061-0006-15-25	CITY002	City of Scappoose	6/13/2025	\$1,873.36	No
ACH003061-0016-15-25	CITY002	City of Scappoose	6/13/2025	\$42.94	No
ACH05302025PERS	PERS001	Oregon Public Employees Retirement System	6/27/2025	\$9,877.81	No
ACH060125	STAN002	The Standard	6/3/2025	\$2,738.76	No
ACH06042025	BANG001	Bang Realty-Oregon, Inc	6/23/2025	\$2,230.00	No
ACH061225	PERS001	Oregon Public Employees Retirement System	6/16/2025	\$11,009.05	No
ACH062725PERS	PERS001	Oregon Public Employees Retirement System	6/27/2025	\$9,846.91	Yes
ACH1001	CLAR003	Clarke Real Estate Group, LLC	6/23/2025	\$109,270.00	No
ACH11033501 6-16-25	CLAT002	Clatskanie PUD	6/16/2025	\$226.84	No
ACH15188439S046	HUDS001	Hudson Garbage Service	6/17/2025	\$51.50	No
ACH15188451S046	HUDS001	Hudson Garbage Service	6/17/2025	\$782.36	No
ACH15189228S046	HUDS001	Hudson Garbage Service	6/17/2025	\$176.14	No
ACH15189300S046	HUDS002	Hudson Portable Toilet Service	6/17/2025	\$132.00	No
ACH15189385S046	HUDS002	Hudson Portable Toilet Service	6/17/2025	\$158.00	No
ACH15189405S046	HUDS002	Hudson Portable Toilet Service	6/17/2025	\$45.87	No
ACH15189469S046	HUDS002	Hudson Portable Toilet Service	6/17/2025	\$132.00	No
ACH2005669000 61025	CITY003	City of St. Helens	6/9/2025	\$24.10	No
ACH2005705000 61025	CITY003	City of St. Helens	6/9/2025	\$20,860.75	No
ACH2305551000 61025	CITY003	City of St. Helens	6/9/2025	\$587.38	No
ACH251350001091	REGE001	Regence BlueCross BlueShield of Oregon	6/2/2025	\$30,066.56	Yes
ACH2AFC1032-0002-1	HUMA001	Humane Resources LLC	6/9/2025	\$1,430.00	No
ACH4090007 6-3-25	CLAT002	Clatskanie PUD	6/2/2025	\$44.15	No
ACH4230382439	CINT002	Cintas Corporation No 3	6/13/2025	\$61.40	No
ACH4231090330	CINT002	Cintas Corporation No 3	6/19/2025	\$61.40	No
ACH443228-2 6-3-25	NWNA001	NW Natural Gas Company dba	6/2/2025	\$23.34	No
ACH4611348-6 6-3-25	NWNA001	NW Natural Gas Company dba	6/2/2025	\$23.34	No
ACH510229-8 6-4-25	NWNA001	NW Natural Gas Company dba	6/4/2025	\$92.17	No
ACH5102503 6-16-25	CLAT002	Clatskanie PUD	6/16/2025	\$29.84	No
ACH5102603 6-16-25	CLAT002	Clatskanie PUD	6/16/2025	\$16.56	No
ACH5103600 6-16-25	CLAT002	Clatskanie PUD	6/16/2025	\$213.79	No
ACH5111001 6-16-25	CLAT002	Clatskanie PUD	6/16/2025	\$65.99	No
ACH5-1-25/5-31-25	BANK001	BMO Financial Group	6/18/2025	\$5,956.16	No
ACH5621 6-2-25	COLU008	Columbia River PUD	6/2/2025	\$4,354.56	No
ACH5758 6-23-25	ZIPL001	Ziply Fiber	6/27/2025	\$138.15	No
ACH84198 6-2-25	COLU008	Columbia River PUD	6/2/2025	\$138.71	No
ACH90057300 6-16-25	CLAT002	Clatskanie PUD	6/16/2025	\$572.80	No
ACHL19007 7-1-25	BUSI001	Business Oregon	6/27/2025	\$8,240.75	No
ACHX20001060125	BUSI001	Business Oregon	6/1/2025	\$42,739.79	No
116	Check nad ACH Payements - Sub Total			\$485,243.68	

DAJ000007507		6-2-25 MO Merchant Fees	6/3/2025	\$1,530.19	No
DAJ000007511		6-3-25 RV Park Refund 3111	6/3/2025	\$20.00	No
DAJ000007566		6-23-25 Account Analysis Fee	6/23/2025	\$519.51	No
DAJ000007582		Payroll PD 6-27-25	6/27/2025	\$65,826.83	No
DAJ000007583		6-30-25 To Correct Test Autopa	6/30/2025	\$0.01	Yes
WDL000007520		6-6-25 ADP Payroll	6/9/2025	\$366.92	Yes
WDL000007521		6-6-25 ADP Payroll	6/6/2025	\$366.92	No
WDL000007527		ADP PPE 06072025 PPD 06132025	6/12/2025	\$65,833.83	No
WDL000007547		6-13-25 Cardinal Servs Payroll	6/13/2025	\$2,464.00	No
WDL000007558		6-20-25 ADP Payroll Fee	6/20/2025	\$358.62	No
WDL000007579		6-27-25 Cardinal Serv Payroll	6/27/2025	\$2,464.00	No
		Electronic Bank Transactions - Sub Total		\$139,750.83	
		Toral Check and Electronic Disbursements		\$624,994.51	

Port of Columbia County
Voucher Approval List -July 2025

Document Number	Vendor ID	Vendor Name	Document Date	Document Amount	Voided
46590	BUBL001	Chip Bubl	7/3/2025	\$150.00	No
46591	FAWC001	Brian Fawcett	7/3/2025	\$150.00	No
46592	KEYS001	Robert Keyser	7/3/2025	\$150.00	No
46593	SORB001	Nick Sorber	7/3/2025	\$150.00	No
46594	WARD001	Nancy Ward	7/3/2025	\$150.00	No
46595	BARE001	Bare Roots Land & Home LLC	7/3/2025	\$4,000.00	No
46596	BROW001	Harold Brown	7/3/2025	\$179.95	No
46597	CENT002	Century West Engineering	7/3/2025	\$7,145.00	No
46598	CHRI002	Chris O Janitorial LLC	7/3/2025	\$2,738.66	No
46599	CLAT006	Clatskanie Chamber of Commerce	7/3/2025	\$1,000.00	No
46600	CMGO001	CMG Oregon LLC	7/3/2025	\$2,005.60	No
46601	COBR001	Cobra Management Services-Accrue	7/3/2025	\$90.00	No
46602	COMC001	Comcast	7/3/2025	\$2,662.39	No
46603	COTT001	Sydell Cotton	7/3/2025	\$100.00	No
46604	CSAP001	CSA Planning Ltd.	7/3/2025	\$294.50	No
46605	CULV001	Kimberlee Culver	7/3/2025	\$224.96	No
46606	DAHL001	Dahlgren's Do It Best	7/3/2025	\$137.63	No
46607	FAWC001	Brian Fawcett	7/3/2025	\$269.80	No
46608	GLOB001	Global Security	7/3/2025	\$194.85	No
46609	HRAV001	HRA VEBA Plan	7/3/2025	\$9,000.00	No
46610	KEYS001	Robert Keyser	7/3/2025	\$247.80	No
46611	KOLD001	Culligan	7/3/2025	\$62.25	No
46612	KPFF001	KPFF, Inc	7/3/2025	\$14,909.10	No
46613	METR002	MetroWatch	7/3/2025	\$2,871.12	No
46614	NFPA001	National Fire Protection Assoc	7/3/2025	\$450.00	No
46615	NORW001	Norwest Engineering, Inc	7/3/2025	\$259.50	No
46616	PREC001	Precision Approach Engineering	7/3/2025	\$3,000.00	No
46617	RAIL002	RAILWORKS TRACK SYSTEMS LLC	7/3/2025	\$1,500.00	No
46618	STEW001	Stewardship Solutions, Inc	7/3/2025	\$435.00	No
46619	SUPP002	Home Depot Pro	7/3/2025	\$116.04	No
46620	WARD001	Nancy Ward	7/3/2025	\$143.07	No
46621	WILC001	Wilcox & Flegel	7/3/2025	\$407.56	No
46622	ACEH001	Ace Hardware	7/10/2025	\$495.94	No
46623	ACEH002	Ace Hardware	7/10/2025	\$44.96	No
46624	ATTM001	AT&T Mobility	7/10/2025	\$1,024.55	No
46625	CABL001	Cable Huston	7/10/2025	\$1,813.00	No
46626	CITY001	City of Columbia City	7/10/2025	\$260.65	No
46627	CITY005	City of Clatskanie	7/10/2025	\$86.44	No
46628	COLU009	Columbia County	7/10/2025	\$596.89	No
46629	COMC001	Comcast	7/10/2025	\$102.75	No
46630	COMC003	Comcast Business-Ethernet	7/10/2025	\$1,141.95	No
46631	CSAP001	CSA Planning Ltd.	7/10/2025	\$6,291.75	No
46632	EATO001	Eaton's Tire and Auto Repair LLC	7/10/2025	\$144.21	No
46633	KOHI001	Mt. Broadcasting, DBA KOHI Radio	7/10/2025	\$150.00	No
46634	LAWR001	Lawrence Oil Company	7/10/2025	\$174.00	No
46635	LOOPN001	LoopNet	7/10/2025	\$677.82	No
46636	MAIN002	MaintainX Inc	7/10/2025	\$4,704.00	No
46637	METR002	MetroWatch	7/10/2025	\$3,059.11	No
46638	MYRO001	Myron Corp	7/10/2025	\$1,254.70	No
46639	PACI005	Pacific Office Automation	7/10/2025	\$357.00	No
46640	PACI007	Pacific Office Automation-Problem Solved	7/10/2025	\$535.96	No
46641	PAUL001	Paulson Printing	7/10/2025	\$20.00	No
46642	PELL001	Pellham Cutting, Inc	7/10/2025	\$18,684.83	No
46643	PNWA001	PNWA	7/10/2025	\$12,296.00	No
46644	QUIL001	Quill	7/10/2025	\$79.98	No
46645	SDIS001	SDIS	7/10/2025	\$36,204.00	No
46646	SHRE001	Shred Northwest, Inc	7/10/2025	\$60.00	No

46647	VENT001	VenTek International	7/10/2025	\$3,145.00	No
46648	VOYA001	Voya - State of Oregon	7/10/2025	\$4,534.00	No
46649	WAST002	Waste Management of OR, Inc.	7/10/2025	\$69.28	No
46650	WILC001	Wilcox & Flegel	7/10/2025	\$217.73	No
46651	CENT001	CenturyLink	7/16/2025	\$249.97	No
46652	CLAT007	Clatskanie Rural Fire Protection District	7/16/2025	\$515.00	No
46653	COLU009	Columbia County	7/16/2025	\$7,645.09	No
46654	CONR001	Wade Conrad	7/16/2025	\$125.00	No
46655	KING001	Gregory King	7/16/2025	\$111.00	No
46656	LUCK001	Robert Daniel Lockett	7/16/2025	\$675.00	No
46657	NORW001	Norwest Engineering, Inc	7/16/2025	\$1,363.50	No
46658	ORKI001	Orkin LLC	7/16/2025	\$100.00	No
46659	PITN002	Pitney Bowes - Ink	7/16/2025	\$91.29	No
46660	PORT002	Portland General Electric	7/16/2025	\$8,631.36	No
46661	XENO001	Xenotsolutions LLC	7/16/2025	\$1,100.00	No
46662	ARCH003	Archaeological Services, LLC	7/24/2025	\$10,530.75	No
46663	BLUE001	Blue Heron Septic and Drain Service	7/24/2025	\$4,800.00	No
46664	BURN001	Christa Burns	7/24/2025	\$42.10	No
46665	CENT001	CenturyLink	7/24/2025	\$106.47	No
46666	CENT002	Century West Engineering	7/24/2025	\$12,479.01	No
46667	CENT003	CenturyLink	7/24/2025	\$56.35	No
46668	CITY003	City of St. Helens	7/24/2025	\$128.00	No
46669	COLU011	Columbia Co. Dept. of Community Justice Adult Div	7/24/2025	\$2,285.00	No
46670	COMC001	Comcast	7/24/2025	\$2,660.45	No
46671	DOMA001	Domain Listings	7/24/2025	\$288.00	No
46672	GADO001	Robert Gadotti	7/24/2025	\$787.50	No
46673	GOVE002	Gove Enterprises, Inc	7/24/2025	\$100.00	No
46674	HAGA001	MJI Inc dba Hagan Hamilton Ins Solutions	7/24/2025	\$7,547.00	No
46675	KPFF001	KPFF, Inc	7/24/2025	\$9,202.70	No
46676	METR001	Metro Overhead Door	7/24/2025	\$60.00	No
46677	METR002	MetroWatch	7/24/2025	\$2,871.12	No
46678	MYSY001	My System Shield LLC	7/24/2025	\$11,554.95	No
46679	PELL001	Pellham Cutting, Inc	7/24/2025	\$8,331.12	No
46680	PITN001	Pitney Bowes- Purchase Power	7/24/2025	\$502.25	No
46681	SHER001	Sherwin-Williams	7/24/2025	\$33.98	No
46682	SONI001	Sonitrol Pacific	7/24/2025	\$438.40	No
46683	SUNS002	Sunset Equipment	7/24/2025	\$332.64	No
46684	VOYA001	Voya - State of Oregon	7/24/2025	\$4,534.00	No
46685	WILC001	Wilcox & Flegel	7/24/2025	\$882.58	No
ACH001700-0017-15-25	CITY002	City of Scappoose	7/14/2025	\$164.39	No
ACH001700-0027-15-25	CITY002	City of Scappoose	7/14/2025	\$127.28	No
ACH003061-0007-15-25	CITY002	City of Scappoose	7/14/2025	\$1,865.91	No
ACH003061-0017-15-25	CITY002	City of Scappoose	7/14/2025	\$42.16	No
ACH060125-063025	BANK001	BMO Financial Group	7/17/2025	\$5,923.37	No
ACH062725	PERS001	Oregon Public Employees Retirement System	7/24/2025	\$19,711.39	No
ACH11033501 7-16-25	CLAT002	Clatskanie PUD	7/14/2025	\$134.95	No
ACH1367	INTE002	Integrity IT Group, LLC	7/3/2025	\$5,780.00	No
ACH1379	INTE002	Integrity IT Group, LLC	7/3/2025	\$150.00	No
ACH15284924S046	HUDS001	Hudson Garbage Service	7/14/2025	\$51.50	No
ACH15284936S046	HUDS001	Hudson Garbage Service	7/14/2025	\$782.36	No
ACH15285717S046	HUDS001	Hudson Garbage Service	7/14/2025	\$176.14	No
ACH15285795S046	HUDS002	Hudson Portable Toilet Service	7/14/2025	\$132.00	No
ACH15285890S046	HUDS002	Hudson Portable Toilet Service	7/14/2025	\$158.00	No
ACH15285911S046	HUDS002	Hudson Portable Toilet Service	7/14/2025	\$158.00	No
ACH15285978S046	HUDS002	Hudson Portable Toilet Service	7/14/2025	\$132.00	No
ACH1XVH-FT7G-MKY6	AMAZ001	Amazon Capital Services	7/3/2025	\$407.43	Yes
ACH1XVH-FT7G-MKY6-1	AMAZ001	Amazon Capital Services	7/3/2025	\$388.55	No
ACH20-05669-00071025	CITY003	City of St. Helens	7/10/2025	\$24.10	No
ACH20-05670-00071025	CITY003	City of St. Helens	7/10/2025	\$1,911.43	No
ACH20-05705-00071025	CITY003	City of St. Helens	7/10/2025	\$20,500.34	No
ACH23-05551-00071025	CITY003	City of St. Helens	7/10/2025	\$616.57	No

ACH23-05703-00071025	CITY003	City of St. Helens	7/10/2025	\$85.38	No
ACH2651864-7 6-30-25	NWNA001	NW Natural Gas Company dba	7/3/2025	\$97.01	No
ACH2AFC1032-0003	HUMA001	Humane Resources LLC	7/8/2025	\$3,714.75	No
ACH4090007 7-3-25	CLAT002	Clatskanie PUD	7/3/2025	\$29.00	No
ACH4231913071	CINT002	Cintas Corporation No 3	7/3/2025	\$61.40	No
ACH4232543867	CINT002	Cintas Corporation No 3	7/3/2025	\$63.11	No
ACH4233326470	CINT002	Cintas Corporation No 3	7/10/2025	\$63.11	No
ACH4234055551	CINT002	Cintas Corporation No 3	7/17/2025	\$63.22	No
ACH4234759128	CINT002	Cintas Corporation No 3	7/24/2025	\$63.22	No
ACH4303	MYSY001	My System Shield LLC	7/3/2025	\$836.00	No
ACH4324	MYSY001	My System Shield LLC	7/3/2025	\$836.00	No
ACH4334	MYSY001	My System Shield LLC	7/3/2025	\$3,106.00	No
ACH4611348-6 7-7-25	NWNA001	NW Natural Gas Company dba	7/3/2025	\$46.68	No
ACH510229-8 7-7-25	NWNA001	NW Natural Gas Company dba	7/3/2025	\$385.32	No
ACH5102503 7-16-25	CLAT002	Clatskanie PUD	7/14/2025	\$30.68	No
ACH5102603 7-16-25	CLAT002	Clatskanie PUD	7/14/2025	\$16.50	No
ACH5103600 7-16-25	CLAT002	Clatskanie PUD	7/14/2025	\$241.67	No
ACH5111001 7-16-25	CLAT002	Clatskanie PUD	7/14/2025	\$61.00	No
ACH5274414103	CINT002	Cintas Corporation No 3	7/9/2025	\$33.77	No
ACH5621 7-7-25	COLU008	Columbia River PUD	7/3/2025	\$4,639.26	No
ACH5758 7/22/25	ZIPL001	Ziply Fiber	7/22/2025	\$155.12	No
ACH8407553983	CINT001	Cintas First Aid & Safety	7/3/2025	\$108.00	No
ACH84198 7-7-25	COLU008	Columbia River PUD	7/3/2025	\$159.80	No
ACH90057300 7-16-25	CLAT002	Clatskanie PUD	7/14/2025	\$614.05	No
ACH9323401426	CINT002	Cintas Corporation No 3	7/3/2025	\$216.00	No
ACHL16011 7-1-25	BUSI001	Business Oregon	7/1/2025	\$2,967.36	No
ACHX19001 7-1-25	BUSI001	Business Oregon	7/1/2025	\$15,592.84	No
AMAZONACH1DLGYLV3NCX	AMAZ001	Amazon Capital Services	7/30/2025	\$208.44	No
CINTASACH9327322658	CINT002	Cintas Corporation No 3	7/30/2025	\$216.00	No
		Checks and ACH Payments - Sub Total		\$348,631.42	
DAJ000007593		7-1-25 MO Merchant Fee 4862	7/1/2025	\$4.20	No
DAJ000007594		7-1-25 MO Merch Fee 8888	7/1/2025	\$179.99	No
DAJ000007595		7-1-25 MO Merch Fee 3111	7/1/2025	\$591.53	No
DAJ000007596		7-1-25 MO Merch Fee 8904	7/1/2025	\$665.03	No
WDL000007607		7-7-25 ADP Payroll	7/7/2025	\$358.62	No
DAJ000007621		Payroll PD 7-11-25	7/11/2025	\$72,272.20	No
WDL000007633		7-11-25 Payroll Cardinal Srvs	7/11/2025	\$2,464.00	No
WDL000007638		7-14-25 Payroll Tax Adjustment	7/14/2025	\$2.10	No
WDL000007652		7-18-25 Payroll Fees	7/18/2025	\$391.78	No
WDL000007658		Payroll PD 7-25-2025	7/25/2025	\$71,592.44	No
WDL000007672		7-25-25 Payroll Cardinal Srvs	7/25/2025	\$2,464.00	No
		Electronic Bank Transactions - Sub Total		\$150,985.89	
		Total Check and Electronic Disbursements		\$499,617.31	



RES. 2025-20 STAFF REPORT

Columbia River Ranch Agricultural Lease

DATE: August 13, 2025
TO: Port Commission
FROM: Elliot Levin, North County Operations & Terminal Manager
RE: **Columbia River Ranch – Agricultural Lease**

Discussion

Columbia River Ranch (CRR) initially leased the 243 acres of this parcel through a 5-year lease effective June 2020. In addition, they currently lease several small parcels of land under permits with the Port. They currently use the land to graze cattle; however, they are considering adding crops such as corn which we believe will improve CRR's ability to improve the land and prevent the return of the hybrid poplar trees harvested from this parcel just before CRR leased the property.

Columbia River Ranch has been a dependable tenant, and we like their fit with the Port's other agricultural tenants. We have negotiated a revised lease for a five-year term that includes the option for two-year renewals.

Summary of Terms:

1. Premises: 243 Acres
2. Purpose: Primarily Cattle Grazing
3. Term: 5 years, with five 2-year renewal options
4. Rent: \$50/acre per year for the first 4 years, \$80/Acre/Year for the final year.

Recommendation

Adopt Resolution No. 2025-20, authorizing the Executive Director to execute a new Agricultural Lease with Columbia River Ranch.

RESOLUTION NO. 2025-20

A RESOLUTION APPROVING A LEASE WITH COLUMBIA RIVER RANCH AT PORT WESTWARD INDUSTRIAL PARK

WHEREAS, the Port and Clatskanie River Ranch (CRR) entered a five-year agricultural lease for 243 acres of Port-owned land at the Port Westward Industrial Park in 2020 that has now expired; and

WHEREAS, CRR uses this land primarily for grazing cattle but may add corn or similar crops during the term of the new Lease; and

WHEREAS, the Port finds the CRR has been a dependable tenant and would like to continue to lease this property to them; and

WHEREAS, the Port and CRR have negotiated and agreed to the terms of a new five-year Lease; and

WHEREAS, Port Staff recommends adoption of the Lease, which is attached with exhibits; 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 execute the attached lease with Columbia River Ranch.

PASSED AND ADOPTED this 13th day of August 2025, by the following vote:

AYES: _____ **NAYS:** _____

Port of Columbia County

ABSTAINED: _____

By: _____
President

Attested By:

Secretary

AGRICULTURAL LEASE AGREEMENT
BETWEEN

PORT OF COLUMBIA COUNTY

AND

COLUMBIA RIVER RANCH, INC.

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AGRICULTURAL LEASE AGREEMENT

This Agricultural Lease Agreement ("Lease") is effective the 1ST day of July, 2025, ("**Effective Date**") by and between The Port of Columbia County, a Municipal corporation of the State of Oregon ("**Port**"), and Columbia River Ranch, Inc. as Tenant or Lessee ("**Lessee**").

1. Lease

Subject to the terms and conditions herein, the Port hereby leases to Lessee, and Lessee leases from the Port, the real property "AS IS" as described in the attached **Exhibit A** ("Premises"). Lessee shall be liable for the breach of any representation or warranty herein as well as any liability or obligation to the extent incurred after the Effective Date and throughout the Term, including any Extension Terms, of this Lease.

2. Term: 5 Years

The Premises are leased for a term ("Term") commencing on the Effective Date and ending on June 30, 2030.

3. Rent

A. July 1, 2025– June 30, 2029

Rent to be paid by Lessee to Port shall be set for the first lease year will be at the fixed amount of \$50 per acre per year, and based upon the 243 acres outlined in **Exhibit A**, the first annual payment due to the Port shall be **\$12,150.00** ("Rent") and will be subject to the Rent Adjustment as outline in Section 6 and Section 7. The \$12,150.00 payment, as well as all Rent thereafter under this Lease, is due and payable annually on or before June 30th of each year of the Term or Extension Term.

B. July 1, 2029 – June 30, 2030

Rent will continue at the rate of **\$80** per acre per year (\$19,440) and will be subject to the Rent Adjustment as outlined in Section 6 and Section 7. The \$19,440.00 payment, as well as all Rent thereafter under this Lease, is due and payable annually on or before June 30th of each year of the Term or Extension Term.

At Lessee's option, Rent payments may be made either annually or in four (4) quarterly installments ("Quarterly Payments"). Quarterly Payments are due on or before the first day of July, October, January, and April. If any prorations of Rent are necessary, such Rent shall be prorated on a thirty (30) day month. Whether Lessee chooses annual Rent payments or Quarterly Payments, failure to pay Rent is an immediate Event of Default per Section 19.

4. Five Two-year Extension Terms

Starting in 2030, the Lessee shall submit a written request to the Port between January 1st and April 30th for up to five two-year extensions of the then-current Term ("Extension Term"). If the Port approves Lessee's request for an extension and the parties agree to renewal terms per Section 5, the Extension Term will begin on July 1st. If the parties do not

agree to such an extension, or a written notice to extend is not received, this Lease will terminate on November 1st following the current Term's expiration to allow Lessee to harvest the current crop. Should the lease terminate, Lessee shall make a lump sum payment for all Rent due at the then-current rate for the period from July 1st to November 1st. Such Rent shall be paid prior to June 30th, failing which the lease will terminate on June 30th and Lessee must vacate. If Lessee fails to vacate by June 30th, Lessee will be considered a Holdover Lessee pursuant to Section 24 of this Lease.

For example, if the parties agree to an Extension Term on April 30, 2030, the Lease expiration date will be extended one year from November 1, 2030 to November 1, 2032, and if the parties do not agree to an Extension Term by April 30, 2030, the Lease will terminate on November 1, 2030 (provided the Lessee pays July 1 – November 1st Rent by June 30th) and Lessee must vacate the Premises. Should the Lessee fail to pay rent prior to June 30th, the Lessee must vacate by June 30th or be considered a "Holdover Lessee pursuant to Section 24 of this Lease.

5. Conditions of Extension

The terms and conditions of the Lease for each Extension Term shall be the same as those for the Term except that: (a) Approval of any Extension Term shall be in the Port's sole discretion (b) The parties will negotiate and agree to the applicable Rent. (c) the Security Deposit will be adjusted to reflect the adjustment in Rent; (d) insurance provisions will be updated if requested by the Port in the Port's sole discretion; and (e) the Port will require any modifications or changes legally required to bring the Lease into compliance with then-current law (collectively, "**Extension Amendments**"). Should the Port approve Lessee's request for an Extension Term, the Port shall have thirty (30) days thereafter to notify Lessee, in writing, of the proposed Rent, any proposed adjustments to the Security Deposit, including the basis for the adjustment, and any Extension Amendments (including the proposed Rent). Lessee shall then have thirty (30) days to accept the Extension Amendments or the Lease terminates.

6. Rent Adjustment

Beginning on July 1, 2026, and continuing throughout the Term and any Extension Term thereafter, the amount of Rent will be adjusted annually to reflect the effect which inflation has had on the purchasing power of the dollar, but in no event will said rent be less than the Rent paid during the immediately preceding Term ("Rent Adjustment"). The Rent Adjustment will be based upon the change, if any, from the CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS (CPI-U) EXCLUDING FOOD AND ENERGY FOR WEST REGION as published by the U.S. Bureau of Labor for the month of December preceding the Rent Adjustment, as compared with the same Consumer Price Index published as of the period preceding the expiration of the preceding year of any Extension Term (the "CPI Rate").

7. Effective Date of Rent Adjustment

Lessee acknowledges that adjustments to Rent will be effective as of July 1 of any then-applicable Term or Extension Term. Lessee agrees to (i) begin paying the

increased Rent upon notification by the Port; and (ii) pay any difference between the Rent actually paid to the Port and the adjusted Rent due for the then-applicable Term or Extension Term under the schedule outlined in Section 4. In the event that proration of Rent is required under this Lease, Rent shall be prorated based upon a thirty (30)-day month.

8. Use by Lessee

8.1 Allowed Use. Lessee shall use the Premises primarily for the grazing of livestock, however the Lessee may also use the Premises for planting and harvesting of grass, corn, and other purposes directly related thereto, and all federally approved farming and ranching, specifically excluding marijuana and/or hemp farming ("Allowed Use"). Lessee shall further comply with all applicable state, local and federal laws, rules and regulations and Lessee must conduct his operations in a way that does not impact adjacent agricultural or industrial landowners and/or Tenants. No use other than the Allowed Use may be made of the Premises without the prior written approval of the Port, which approval shall be given or denied in the sole discretion of the Port.

8.2 Hazardous Substances. The Port and Lessee recognize that as part of Lessee's Allowed Use, Lessee will use some Hazardous Substances as defined by state and federal law ("Hazardous Substances"). Lessee agrees not to violate any legal requirements regarding Hazardous Substances and Lessee shall furnish to Port, upon request, all information regarding such alleged material violation of legal requirements in the use of Hazardous Substances. Failure to provide information to Port upon request, or any finding in Port's sole discretion of a material violation of the use of Hazardous Substances, shall be considered an Event of Default by Lessee.

8.3 Property Leased "AS IS." Lessee acknowledges and agrees that Lessee has made its determination to lease the Premises based upon Lessee's inspection, prior use, and investigation of the Premises, and is leasing the Premises "AS IS," without any representations or warranties by Port. Lessee specifically acknowledges that Port makes no representations or warranties regarding environmental matters or hazardous substances, as defined under state and federal law. Lessee has, prior to the execution hereof, had the opportunity to conduct all tests and inspections deemed necessary or appropriate by Lessee with respect to the Premises and the suitability of the Premises for Lessee's intended use. Port shall have no liability because of, or as a result of, the existence of any law, regulation, or condition, either on the Premises or on adjacent land, that might affect Lessee's intended use of the Property. Notwithstanding the foregoing, Lessee shall not be liable for any costs or required actions related to any cleanup or remedial action required by any governmental agency under any statute or regulation for any hazardous material on the Premises which existed prior to the date of possession by Lessee.

9. Lessee's Duties

In addition to the obligations set forth herein, Lessee, at Lessee's expense, shall provide all necessary labor and take all action necessary to accomplish the following:

9.1 Fences and Facilities. Lessee will be responsible for all fencing required to keep livestock within the Premises. Any existing fencing and like farm infrastructure on Port property will be maintained by Lessee. Use of existing infrastructure, replacement of, and/or amending of any such existing infrastructure requires Port approval. Installation of additional permanent fencing requires Port approval. Use of real property (including, but not limited to, barns, sheds, utilities, and the like) within the Premises is not inherent in this agreement. Additional terms, conditions, and rental may be required as Port dictates.

9.2 Grazing Practices. Best Management Practices (BMP) shall be used by Lessee for the care of the livestock and forage resources within the Premises. BMP shall include, but not limited to, protection of sod cover on levees and ditch banks and immediate removal of carcasses. Lessee shall keep materials and supplies commonly used for agricultural grazing operations in a neat and orderly manner when such items are stored in any manner on Port property. Trash, refuse, and/or used materials must be immediately removed. Creation of ruts and/or damage to access roads, levee embankments, levee crowns, and ditch banks are prohibited. If such damage occurs immediate notification to Port is required. Additional fencing may be required by Port to exclude areas within the Premises where grazing will not be permitted. In Port's sole discretion, Lessee may be required to add additional fencing to create a buffer area between the Premises and other Port tenants and/or Port property.

9.3 Land Management. The Lessee acknowledges that the leased land was previously used as a tree farm. The Lessee is responsible for maintaining the property to prevent a substantial return and regrowth of these trees and to remove the trees that regrew on the property during the Lessee's prior tenancy. Failing to manage these trees shall be cause for the Port to terminate this lease. The Port expects to see the situation rectified within the first 28 months of this lease.

9.4 Water Management. Maintain contouring and level the ground to be a slope necessary for efficient runoff and minimal topsoil erosion. Ditch cleaning and ditch maintenance (including repair and maintenance of culverts) shall be the responsibility of the Lessee. Ditch cleaning and ditch maintenance (including the repair and maintenance of culverts) shall be split equally by Port tenants on both sides if a ditch acts as a boundary between two leases. Spoils are considered beneficial, and the costs of spreading them will be borne by the parties who elect to take them. In the event of any disagreement between Port tenants, the Port retains sole authority to resolve all disputes regarding any such costs.

9.5 Weed Control. Control the weeds on and along the boundaries of the Premises, roadways, driveways, and drainage ditches. Maintain a high level of weed control in the field employing sound agricultural practices and registered herbicides.

9.6 Beaver Drainage Improvement Company ("BDIC"). Port will pay all annual assessments owed to BDIC, and Port will retain all voting rights related to the acreage on the Premises. Lessee is otherwise responsible for compliance with all BDIC

requirements and restrictions, including but not limited to, compliance with requirements regarding access roads, field surfaces, levee embankments, levee crowns and maintenance of all BDIC-owned and Port-owned ditches on the Premises.

9.7 NRCS Payments. Lessee is entitled to all receive all payments from the Natural Resources Conservation Service ("NRCS") for agricultural enhancement programs on the Premises. The Port is under no obligation to apply for any such NRCS grant funding or benefits.

10. Liens Not Permitted

Lessee shall not suffer or permit any liens (excluding agricultural liens attached to Lessee crops) to attach to the interest of Lessee in all or any part the Premises by reason of any work, labor, services, or materials done for, or supplied to, or claimed to have been done for or supplied to, Lessee or anyone occupying or holding an interest in all or any part of the Premises through or under Lessee. If any such lien shall at any time be filed against the Premises, Lessee shall cause the same to be discharged of record within thirty (30) days after the date of filing the same, by either payment, deposit, or bond. Nothing in this Lease shall be deemed to be, or be construed in any way as constituting, the consent or request of Port, express or implied, by inference or otherwise, to any person, firm, or corporation for the performance of any labor or the furnishing of any materials for any construction, rebuilding, alteration, or repair of or to the Premises, or as giving Lessee any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that might in any way give rise to the right to file any lien against Port's interest in the Premises or against Port's interest, if any. Lessee is not intended to be an agent of Port for the construction of Improvements on the Premises. Port shall have the right to post and keep posted at all reasonable times on the Premises any notices that Port shall be required to post for the protection of Port and of the Premises from any such lien.

11. Taxes, Security Deposit, Attorney Fees

11.1 Taxes. Lessee shall pay all taxes and assessments levied against the Premises or upon any taxable interest of Lessee acquired pursuant to this Lease or any taxable possessory right Lessee may have in or to the Premises or the improvements located thereon, as well as all taxes on all taxable Premises, real or personal, owned by Lessee in or about the Premises, including any other tax or charge levied wholly or partly in lieu thereof (together, "Taxes"). Lessee shall make all payments on or before the date payment is due. Lessee shall supply the Port with proof that Taxes have been timely paid. In the event that Lessee fails to pay Taxes on or before their due date, then, in addition to all other remedies set forth herein, the Port shall automatically have the right, but not the obligation, to pay the Taxes and any interest and penalties due thereon, with no notice to Lessee, and Lessee shall immediately reimburse the Port for any sums so paid. Lessee understands and agrees that should this Lease expire or be terminated prior to the end of any given fiscal tax year ("Tax Year") that Lessee will nonetheless be responsible to pay Taxes assessed for the entire Tax Year. The Tax Year for Columbia County is currently July 1 through June 30.

11.2 Security Deposit. On or before the Effective Date, Lessee shall deposit with the Port **\$5,454.89** as a Security Deposit, defined as the sum of three (3) months of prorated Rent and one year of estimated taxes. The Security Deposit shall be in the form of cash or letter of credit in favor of the Port without penalty and without approval of Lessee, in a form and bank acceptable to the Port. The Security Deposit shall secure Lessee's full and faithful performance and observance of all of Lessee's obligations under this Lease and under any other written agreement between Lessee and the Port. The Security Deposit shall not be considered to be held in trust by the Port for the benefit of Lessee and shall not be considered an advance payment of Rent or a measure of the Port's damages in the case of an Event of Default by Lessee. The Port may, but shall not be obligated to, draw upon and apply the Security Deposit to: (a) pay any Rent or any other sums due to the Port by Lessee and not paid on or before the date it is due and the Port shall not be required to give notice or opportunity to cure before drawing on the Security Deposit; or (b) to pay attorney fees and costs for any legal work which has been requested by Lessee as outlined herein and **Exhibit B**; or (c) to remedy any other Event of Default of this Lease, after Lessee has received notice and opportunity to cure, if such notice and opportunity to cure is required under this Lease. If the Port applies any of the Security Deposit to any of the above, Lessee shall, immediately upon demand, replenish the Security Deposit to its full amount. If Lessee fully performs all of its obligations under this Lease, the Security Deposit, or any balance remaining, will be released within thirty (30) days from the Expiration Date or termination of this Lease and delivery of the Premises to the Port. However, if any question exists concerning Lessee's full compliance with the Lease or if there is any obligation under this Lease to be performed after the Expiration Date or earlier termination of this Lease, the Port shall be entitled to require that the Security Deposit remain in place until the Port is fully satisfied that there has been no Default of the Lease and all obligations due under this Lease have been fully performed. In addition to any other remedy provided in this Lease or at law, the Port shall have the option but not the obligation to use the Security Deposit or a portion thereof to offset any costs or damages incurred as a result of Lessee's failure to perform its obligations at the termination or expiration of the Lease. The Security Deposit will be adjusted at any Extension Term in the sole discretion of the Port, but in no event less than the most recently adjusted Security Deposit. Notwithstanding the above provisions of this Section, the Port shall have the right at any time during the Lease Term or any Extension Term to require Lessee to deposit an additional Security Deposit with the Port and/or provide additional financial assurance reasonably acceptable to the Port, in an amount or amounts reasonably determined by the Port to be commensurate with any increased risk associated with any of the following events: (i) as a condition of Port approval of Lessee's use, storage, handling, processing, manufacturing or recycling of Hazardous Substances not authorized; (ii) if the Port has given notice of violation of any provision of this Lease more than two (2) times during any consecutive twelve (12) month period; or (iii) upon Lessee's exercise of the Renewal Option, to adjust for added risks such as increases in basic rent, property taxes, and other additional rent.

11.3 Attorney Fees to be Paid by Lessee. Lessee hereby acknowledges and agrees that, in the event Lessee requests that the Port incur attorney fees for legal work which is solely the result of Lessee requesting that such legal work be completed, then

Lessee shall bear the responsibility to pay for any and all Port legal costs associated with such a request made by Lessee. Prior to the commencement of any legal work, Lessee agrees to sign an Agreement to Pay Costs for Attorney's Fees (attached example as **Exhibit B**, incorporated by reference). Under this arrangement, if the funds are unavailable or the Port chooses not to withdraw the funds directly from the Security Deposit, Lessee will pay a deposit to the Port prior to commencement of any legal work. The Port General Counsel or other Port legal representative ("Port Attorney") will then bill against the deposited funds at an hourly rate established by the Port Attorney. If the deposited funds are exhausted or are otherwise unavailable to be withdrawn from the Security Deposit, Port Attorney may cease legal work until such time as Lessee makes an additional deposit for legal costs as determined by Port in consultation with Port Attorney. Any such additional deposit(s) shall be paid immediately by Lessee in order for any legal work to continue. In the event any legal costs remain unpaid by Lessee after legal work is completed and such funds cannot be withdrawn from the Security Deposit, Lessee shall pay all such additional legal costs in full to Port within 30 days after receiving notice from the Port. If there are funds remaining upon completion of the legal work, any remaining balance will be returned to Lessee at the sole discretion of Port. Port will provide an itemized billing summary upon request by Lessee.

12. Insurance

At all times during this Lease, Lessee shall provide and maintain the following types of coverage. Insurance requirements set forth below do not in any way limit the amount or scope of liability of Lessee under this Lease. The amounts listed indicate only the minimum amounts of insurance coverage the Port is willing to accept to help ensure full performance of all terms and conditions of this Lease. All insurance required by Lessee under this Lease shall meet the following minimum requirements. The Port requires and shall be entitled to any broader coverage and/or higher policy limits maintained by the Licensee. Any and all available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be made available to the Port.

12.1 General Liability Insurance. Lessee shall maintain an occurrence form commercial general liability policy or policies insuring against liability arising from premises operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the Premises or occasioned by reason of the operations of Lessee in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence.

12.2 Property Insurance. Lessee shall throughout the Lease Term keep the Premises and all other buildings which are owned by Lessee on the Premises insured against loss by fire and other hazards by such policies as determined by the Port. The amount of the insurance shall be equal to the full insurable replacement cost of the building and all other Improvements located on the Premises. If the coverage is available and commercially appropriate, the policy or policies must insure against all risks of direct physical loss or damage, including coverage for debris removal and the enforcement of any applicable requirements requiring the upgrading, demolition, reconstruction, or replacement of any portion of the Property as the result of a covered loss. Lessee shall

bear the expense of any insurance insuring the property of Lessee on the Premises against such risks.

12.3 Automobile Liability Insurance. In the event that automobiles are used in connection with Lessee's business or operations at the Premises, Lessee shall maintain an automobile liability policy or policies insuring against liability for bodily injury, death, or damage to Premises, including loss of use thereof, and occurring in any way related to the use, loading or unloading of any of Lessee's automobiles (including owned, hired and nonowned vehicles) on and around the Premises. Coverage shall be in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) for each accident.

12.4 Workers' Compensation Insurance. Lessee shall maintain in force Workers' Compensation insurance for all of Lessee's employees in accordance with all requirements of Oregon law. Lessee shall also maintain employer's liability coverage in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) per accident and ONE MILLION DOLLARS (\$1,000,000) per employee for disease.

12.5 Personal Property Insurance. Lessee will be responsible to insure all Lessee's own Personal Property such as removable decorations, detached floor coverings, signs, blinds, furnishings, improvements, betterments, and trade fixtures, which items will not be covered by Port's insurance and for which Port and its insurance carriers will have no liability.

12.6 Lessee's Risks. Lessee shall be responsible for obtaining any insurance it deems necessary to cover its own risks, including without limitation: (a) personal property, and/or (b) automobile physical damage and/or theft. In no event shall the Port be liable for any: (i) business interruption or other consequential loss sustained by Lessee; (ii) damage to, or loss of, personal property; or (iii) damage to, or loss of, an automobile, whether or not such loss is insured, even if such loss is caused by the negligence of the Port.

12.7 Waiver of Subrogation. Lessee waives any right of action that it and/or its insurance carrier(s) might have against the Port (including the Port's commissioners, employees and agents) for any loss, cost, damage, or expense (collectively "**Loss**") covered by any property insurance policy or policies maintained or required to be maintained pursuant to this Lease. Lessee also waives any right of action it and/or its insurance carrier(s) might have against the Port (including the Port's commissioners, employees and agents) for any Loss to the extent such Loss is a property loss covered under any applicable automobile liability policy or policies required by this Lease. If any of Lessee's applicable insurance policies does not allow the insured to waive the insurer's rights of recovery prior to a Loss, Lessee shall cause such policies to be endorsed to allow the waivers of subrogation required by this Section.

12.8 Periodic Review. The Port shall have the right to periodically review, the types, minimum coverage, limits and terms of insurance coverage for consistency with then current types, minimum coverage, limits and terms of insurance coverage for similar operations. If the Port determines that certain types of insurance are not generally available in the marketplace at reasonable terms and pricing for similar operations,

Lessee shall not be required to carry such insurance until such insurance becomes available for similar operations. In the event the Port reasonably determines that such types, minimum coverage, limits, and/or terms should be changed to be consistent with then current types, minimum coverage, limits and terms of insurance coverage generally available in the marketplace at reasonable terms and pricing for similar operations, the Port will give Lessee a minimum of thirty (30) days' notice of such determination and Lessee shall modify its coverage to comply with the new insurance requirements of the Port. Lessee shall also provide the Port with proof of such compliance by giving the Port an updated certificate of insurance within fifteen (15) calendar days of Lessee's receipt of such updates. Lessee shall have the right to periodically request the Port to conduct a review of the then current types, minimum coverage, limits and terms of insurance coverage generally available in the marketplace at reasonable terms and pricing for similar operations if Lessee believes the current types, minimum coverage, limits and terms of insurance coverage generally available in the marketplace at reasonable terms and pricing for similar operations have changed. The Port shall reasonably consider such request to determine if Lessee's current coverage comports with what is generally available in the marketplace at reasonable terms and pricing for similar operations, and make changes to the insurance requirements under this Lease accordingly.

12.9 Certificates; Notice of Cancellation. On or before the Effective Date and thereafter during the Lease Term (and any extension thereof), Lessee shall provide the Port with current certificates of insurance, including a copy of the additional insured endorsement, executed by a duly authorized representative of each insurer, evidencing the existence of all insurance policies required under this Section. The Port shall receive at least thirty (30) days' written notice prior to cancellation, non-renewal, or material change in any policy required under this Section. Insurance must be maintained without any lapse in coverage during the Lease Term. The Port shall also be given copies of Lessee's policies of insurance, upon request. Failure of the Port to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Port to identify any deficiency or noncompliance with coverage requirements shall not be construed as a waiver of Lessee's obligation to maintain the insurance required by this Lease.

12.10 Additional Insured; Separation of Insureds. The Port shall be named as an additional insured in each general liability policy, other than employer's liability. Such insurance shall provide cross liability coverage equivalent to the standard Separation of Insureds clause published by the Insurance Services Offices ("ISO") or a successor organization.

12.11 Primary Coverage. The required policies shall provide that the coverage is primary and will not seek any contribution from any insurance or self-insurance carried by the Port.

12.12 Company Ratings. All policies of insurance must be written by companies having an A.M. Best rating of "A" or better, or equivalent. The Port may, upon thirty (30) days' written notice to Lessee, require Lessee to change any carrier whose rating drops below an "A" rating.

12.13 Deductibles and Retentions. Any deductible or self-insured retention of the per occurrence or per accident limit of a required policy in excess of the following is subject to approval by the Port: FIVE THOUSAND DOLLARS (\$5,000) for any other coverage required in this Section.

13. Port Rights and Responsibilities

13.1 24 Hour Notice for Port Access. Excluding emergencies, upon providing twenty-four (24) hour notice to Lessee, Port and Port's agents shall have unlimited access to the Premises. Port shall not be required to furnish to Lessee any facilities, utilities, or services of any kind whatsoever, such as, but not limited to, water, steam, heat, gas, hot water, electricity, light, and power, and the like, nor does Port make any warranty or representation in any way associated with the ability of Lessee to obtain such utilities or services from third parties. Lessee shall permit Port to enter the Premises for the purpose of inspecting the same and making any repairs or performing any work that Lessee has neglected or refused to make in accordance with the terms, covenants, and conditions of this Lease.

13.2 No Obligations. Nothing in this Lease shall imply any duty or obligation on the part of Port to do any such work or to make any Improvements of any kind whatsoever to the Premises (including, but not limited to, repairs and other restoration work made necessary due to any fire, other casualty, or partial condemnation, irrespective of the sufficiency or availability of any fire or other insurance proceeds, or any award in condemnation, which may be payable). The performance of any work by Port shall not constitute a waiver of Lessee's default in failing to perform the same.

13.3 Port Right to Perform Lessee's Covenants. If Lessee at any time fails to pay any Tax in accordance with the provisions of this Lease or fails to make any other payment or perform any other act on its part to be made or performed, then Port, after ten (10) days' notice to Lessee (or without notice in case of an emergency) and without waiving or releasing Lessee from any obligation of Lessee contained in this Lease or from any default by Lessee and without waiving Port's right to take such action as may be permissible under this Lease as a result of such default, may (but shall be under no obligation to):

13.3.1 Pay any Tax payable by Lessee pursuant to the provisions of this Lease; or

13.3.2 Make any other payment or perform any other act on Lessee's part to be made or performed as provided in this Lease, and may enter the Premises for any such purpose, and take all such action, as may be necessary.

13.3.3 All sums so paid by Port and all costs and expenses incurred by Port, including reasonable attorney fees, in connection with the performance of any such act, together with, if Lessee does not pay the same within the thirty (30) day period after notice from Port, interest from the date of such payment or incurrence by Port of such cost and expense until paid, at the annual rate of twelve percent (12), shall constitute Additional Rent payable by Lessee under this Lease and shall be paid by Lessee to Port on demand.

13.4 Port's Option to Reduce Acreage or Terminate Lease. The Port shall have the right and option in the Port's sole and absolute discretion to reduce the acreage constituting the Premises or terminate this Lease with not less than one (1) year notice provided to Lessee.

14. Indemnification

Lessee agrees to indemnify, hold harmless, and defend Port, including its Commissioners, officers, employees, agents and volunteers (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 and which arise from any of the following, except and to the extent of any Port gross negligence or willful misconduct:

- (a) any act, omission or negligence of the Lessee or Lessee's partners, officers, directors, agents, employees or invitees;
- (b) any use, occupation, management or control of Port property by the Lessee or the Lessee's employees, agents, subcontractors, or suppliers, whether or not due to the Lessee's own act or omission;
- (c) any condition created on Port property by the Lessee or the Lessee'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 the Lessee's obligations under this Lease or
- (e) any damage caused by the Lessee or the Lessee's employees, agents, subcontractors, or suppliers on or to any Port property.

The provisions of this Section shall survive the expiration or termination of this Lease or of Lessee's right of possession with respect to any claim, loss, damage, liability or cause of action accruing or occurring prior to such expiration or termination and shall remain fully enforceable thereafter.

15. Port Control and Services

It is understood that the Port, as a municipal corporation created as a Port District under the laws of the State of Oregon, has certain legislative control and authority over all of its properties and within its geographical boundaries. None of such legislative authority is hereby ceded, delegated, or diminished. It is expressly recognized by the parties that the Port shall have the authority to determine rules regulating the use and conduct upon such Premises, penalties therefore and other matters not involving the direct management and operation of the facility. Nothing herein contained shall be deemed to constitute the Lessee an agent, employee or other representative of the Port; the status of Lessee with respect to the Port is strictly that of Lessee and the Port reserves no power to control or direct Lessee in the manner of performance of its duties and obligation, other than through its legislative authority and its right to enforce the provisions of this Lease.

16. Condemnation

16.1 General. In the event any public or private entity having the power of eminent domain exercises its right or power of eminent domain, the parties' rights and obligations shall be governed by the common law of the State of Oregon, the applicable Oregon statutes, and this Lease. To the extent allowed by law, in the event of conflict among the statute, common law and this Lease, this Lease shall prevail. If the condemning authority is the Port, Lessee agrees that it will not contest the Port's right to condemn the Premises, or any portion thereof, for whatever purpose the Port deems necessary, but Lessee may contest the value payable to Lessee due to such condemnation. In cases where the condemning authority is an entity other than the Port, Lessee and the Port agree to cooperate, in good faith, to resolve any issues relating to value and/or authority to condemn.

16.2 Definitions. As used in this Lease, the following definitions shall apply:

16.2.1 Partial Taking. "Partial Taking" ("Partial Taking") means the taking by right of eminent domain or other authority of law, or a voluntary transfer under the threat of the exercise of the right of eminent domain or other authority, of any portion of the Premises which does not constitute a Total Taking.

16.2.2 Total Taking. "Total Taking" ("Total Taking") means the taking by right of eminent domain or other authority of law, or a voluntary transfer under the threat of the exercise of the right of eminent domain or other authority, of so much of the Premises as is necessary for Lessee's occupancy that the Premises, after the taking, is no longer suitable for Lessee's intended use.

16.2.3 Taking. "Taking" ("Taking") refers to either a Partial Taking or a Total Taking.

16.2.4 Date of Taking. The "Date of Taking" ("Date of Taking") means: (i) the date on which the condemning authority takes legal ownership or actual physical possession of the Premises being condemned; (ii) the date given in a written notice from the condemning authority as the date that it is deemed to have taken possession or is granted possession by a court; or (iii) such date as is agreed to, in writing, in the event of a sale in lieu of condemnation.

16.2.5 Premises Award. The "Premises Award" ("Premises Award") shall mean the Fair Market Value of the Premises, including the Premises and all infrastructure improvements made to the Premises by any party and including the Port's Reversionary Interest in Lessee Improvements, but excluding the Leasehold Award, which Lessee shall be entitled to claim. The Premises Award shall also include any consequential damages to any part of the Premises that may not be taken. The Premises Award is payable solely to the Port.

16.2.6 Leasehold Award: The "Leasehold Award" ("Leasehold Award") shall mean the sum of: (i) the present value, determined as of the Date of Taking, of

Lessee's Improvements; (ii) the present value, determined as of the Date of Taking, of Lessee's interest in the leasehold estate, including any claim for reimbursement of any prepaid Rent including prepaid Basic Rent; and (iii) provided the Lease is not terminated, any consequential damages such as the cost of any alterations, modifications, or repairs which may be reasonably required by Lessee in order to place the remaining portion of the Premises not taken in a suitable condition for the continuance of Lessee's occupancy. The Leasehold Award is payable solely to Lessee. No portion of the value attributable to the Premises or improvements owned, made by, or paid for by the Port or other government authority, or any infrastructure improvements, or the Port's residual interest in other improvements, shall be considered a part of the Leasehold Award.

16.2.7 Port's Reversionary Interest: The "Port's Reversionary Interest" ("Port Reversionary Interest") shall mean the present value, determined as of the Date of Taking, of any right of the Port under this Lease to receive the taken Lessee Improvements at the end of the Lease Term.

16.3 Distribution of Takings Award. The Port shall have the right to and shall be entitled to receive directly from the condemning authority, in its entirety and not subject to any trust, the entire Premises Award. Lessee shall have the right to and shall be entitled to receive directly from the condemning authority, in its entirety and not subject to any trust, the entire Leasehold Award. It is the intent of the parties that the Premises Award and the Leasehold Award will equal the total amount of the award paid as a result of a Taking of the Premises.

16.4 Total Taking. If a Total Taking occurs during the Lease Term, this Lease will terminate as of the Date of Taking.

16.5 Partial Taking. If a Partial Taking occurs during the Lease Term, this Lease shall terminate as of the Date of Taking as to the portion of the Premises taken. The Lease will continue in full force and effect as to the remainder of the Premises unless Lessee reasonably determines that the remaining portion of the Premises is inadequate for Lessee's purposes, in which event Lessee may elect to terminate the Lease within thirty (30) days of the date of the Taking by providing the Port written notice of termination. If notice of termination is not received by the Port within thirty (30) days of the Partial Taking, the Lease will continue in full force and effect as to the remainder of the Premises. Unless the Taking is by the Port, there shall be no refund of any prepaid Basic Rent by the Port to Lessee, but Lessee may make a claim for such prepaid Rent against the condemning authority, as part of the Leasehold Award. Lessee shall promptly make, at Lessee's sole expense, all necessary repairs or alterations to restore the remaining Premises after a Partial Taking.

16.6 Claims Against Condemning Authority. In any case where the Port is not the condemning authority, Lessee and the Port agree to work together, in good faith, in making their respective claims against the condemning authority, in accordance with the provisions of this Section. The Port also agrees to work together, in good faith, with any of Lessee's Permitted Leasehold Mortgagees, in making their respective claims against the condemning authority, in accordance with the provisions of this Section. Each

party shall be responsible for making its own claim for court costs and attorney fees incurred in the condemnation proceedings.

16.7 Adjustment of Award. To the extent that the court does not distribute the Takings award in accordance with the distribution rights set forth in this Section, the parties agree, upon receipt of the award, to promptly pay to the other any amount of the award belonging to the other in accordance with the distribution set forth in this Section. If the parties cannot agree upon the distribution within twenty (20) days of the date the judgment or decree is entered in the condemnation proceedings, the controversy shall be resolved in the same court as the condemnation action was brought. The cost of resolving any such controversy, including the prevailing party's attorney fees, shall be paid by the losing party, as determined by the court. The award allocation may also be resolved by mediation or arbitration if the Port and Lessee both agree to submit the issue to mediation or arbitration.

16.8 Effect of Termination. If this Lease is terminated pursuant to the provisions of this Section, then all charges payable by Lessee to the Port under this Lease, if applicable, will be paid up to the Date of Taking. In the event of termination as a result of a Total Taking, the Port and Lessee will then be released from all further liability under this Lease or, in the event of a Partial Taking, from all further liability under this Lease with respect to the portion of the Premises so taken, except such liability which survives termination.

16.9 Notice of Taking. Either party receiving any notice of intended taking, any service of legal process relating to condemnation, or any other notification in connection with any taking, condemnation, or sale or transfer in lieu of condemnation, shall promptly give the other party notice of such receipt. No sale, transfer, agreement, or settlement with the condemning authority shall be made without the written consent of the Port and Lessee.

17. Port Condemnation Rights

Nothing in this Lease shall in any way limit the powers and rights of the Port to exercise its governmental rights and powers, including its powers of condemnation and eminent domain. Lessee hereby agrees to waive any right it may have to contest the Port's right or authority to condemn, or its rights of condemnation based on a qualifying public purpose. Lessee agrees that it shall limit any contest with the Port relating to the Port's condemnation/eminent domain rights or authority only to the issue of Lessee's interest in the value of the Premises being condemned. Lessee hereby agrees that the Port will have the full right and authority to condemn this Leasehold interest as long as Lessee is paid for its value.

18. Assignment and Subletting Prohibited

Lessee shall not, either voluntarily or by operation of law, assign all or any part of Lessee's leasehold estate hereunder, permit the Premises to be occupied by anyone other than Lessee or Lessee's employees, sublet the Premises or any portion thereof, or encumber or pledge all or any portion of this Lease or Lessee's leasehold estate hereunder, without Port's express prior written consent in each and every instance, which

consent may be withheld or issued subject to conditions, in Port's sole discretion. Any assignment, encumbrance, pledge, or Lease without Port's prior written consent shall be void and shall constitute a default hereunder. This provision shall apply to all mergers and changes in control of Lessee of any type or nature, each of which shall be deemed assignments for the purposes of this Section. Regardless of Port's consent, no subletting or assignment shall release Lessee's obligation or alter the primary liability of Lessee to pay the rent and to perform all other obligations to be performed by Lessee hereunder. The acceptance of rent by Port from any other person shall not be deemed to be a waiver by Port of any provision hereof. Consent to one assignment, encumbrance, pledge, or subletting shall not be deemed consent to any subsequent assignment, encumbrance, pledge, or subletting. If any assignee of Lessee or any successor of Lessee defaults in the performance of any of the terms hereof, Port may proceed directly against Lessee without the necessity of exhausting remedies against such assignee or successor. Port may consent to subsequent assignments, encumbrances, pledges, or subletting of this Lease or amendments or modifications to this Lease with assignees of Lessee, without notifying Lessee, or any successor of Lessee, and without obtaining its or their consent thereto, and such action shall not relieve Lessee of its liability under this Lease. If Lessee assigns this Lease, encumbers, pledges, or sublets all or a portion of the Premises, or requests the consent of Port to any assignment, encumbrance, pledge, or subletting, or if Lessee requests the consent of Port for any act that Lessee proposes to do, then Lessee shall pay Port's reasonable attorneys' fees incurred in connection therewith.

19. Default and Remedies

19.1 Event of Default. The occurrence of any one or more of the following Events of Default ("Event of Default") constitutes a material breach of this Lease by Lessee:

19.1.1 If Lessee fails to pay any monetary obligation required under this Lease and such failure to pay is not cured within ten (10) days of written notice from Port, except that a failure to make an annual Rental Payment is an automatic Event of Default, without any notice required from Port to Lessee; or

19.1.2 If Lessee dies or becomes disabled to the extent that Lessee is unable to fulfill the purpose of this Lease; or

19.1.3 If Lessee (or, if more than one person or entity constitutes Lessee, then by or against any such person or entity) shall: (i) make a general assignment for the benefit of creditors; (ii) admit in writing its inability to pay its debts as they become due; (iii) file a petition in bankruptcy; (iv) be adjudicated as bankrupt or insolvent; (v) file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation; (vi) fail to timely contest the material allegations of petition filed against it in any bankruptcy proceeding; (vii) seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or any material part of its properties; or (viii) is dissolved or Lessee's existence as a going business is terminated; or

19.1.4 If Lessee shall file a petition in bankruptcy or be the subject of involuntary proceedings in bankruptcy not vacated within thirty (30) calendar days, or if a receiver or trustee shall be appointed of Lessee's property, or if Lessee shall make an assignment for the benefit of creditors, or if this Lease shall, by operation of law or otherwise, pass to any person or persons other than Lessee. For purposes of this

Subsection, "Lessee" shall mean and include the Lessee named herein (or: if more than one person or entity constitutes Lessee, then by or against any such person or entity), any assignee or sublessee, and any partner, co-Lessee, or guarantor in or of such Lessee or any assignee or sublessee; or

19.1.5 If this Lease or any estate of Lessee hereunder shall be levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) calendar days of the issuance of such attachment or execution; or

19.1.6 If Lessee, whether by action or inaction, is in default of any of its obligations under this Lease (other than a default in the payment of Rent by Lessee) and such default continues and is not remedied within thirty (30) days after Port has given Lessee a notice specifying the same, or, in the case of a default that can be cured but not within a period of thirty (30) days, if Lessee has not (1) commenced curing such default within such 30-day period; (2) notified Port of Lessee's intention to cure the default; or (3) continuously and diligently completed the cure of the default.

19.2 Port Remedies Upon Default. Upon the occurrence of an event of default, Port may exercise any one or more of the remedies set forth in this section or any other remedy available under applicable law or contained in this Lease, including the following:

19.2.1 Port or Port's agents and/or employees may immediately or at any time thereafter reenter the Premises either by summary eviction proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution, or damages, and may repossess the same, and may remove any person from the Premises, to the end that Port may have, hold, and enjoy the Premises.

19.2.2 Port may relet the whole or any part of the Premises from time to time, either in the name of Port or otherwise, to such Lessees, for such terms ending before, on, or after the expiration date of the Lease Term, at such rentals and on such other conditions (including concessions and free rent) as Port may determine to be appropriate. To the extent allowed under Oregon law, Port shall have no obligation to relet all or any part of the Premises and shall not be liable for refusal to relet the Premises, or, in the event of such reletting, for refusal or failure to collect any rent due on such reletting; and any action of Port shall not operate to relieve Lessee of any liability under this Lease or otherwise affect such liability. Port at its option may make such physical changes to the Premises as Port, in its sole discretion, considers advisable and necessary in connection with any such reletting or proposed reletting, without relieving Lessee of any liability under this Lease or otherwise affecting Lessee's liability.

19.2.3 Whether or not Port retakes possession or relets the Premises, Port has the right to recover its damages, including without limitation all lost rentals, all legal expenses, all costs incurred by Port in restoring the Premises or otherwise preparing the Premises for reletting, and all costs incurred by Port in reletting the Premises.

19.2.4 To the extent permitted under Oregon law, Port may sue periodically for damages as they accrue without barring a later action for further damages. Port may in one action recover accrued damages plus damages attributable to the remaining Lease Term equal to the difference between the Rent reserved in this Lease for the balance of the Lease Term after the time of award, and the fair rental value of the Premises for the same period, discounted at the time of award at a reasonable rate not to exceed ten percent (10%) per annum. If Port has relet the Premises for the period that otherwise would have constituted all or part of the unexpired portion of the Term, the

amount of rent reserved on such reletting shall be deemed; prima facie, to be the fair and reasonable rental value for the part or the whole of the Premises so relet during the term of the reletting.

19.3 No failure by Port to insist on the strict performance of any agreement, term, covenant, or condition of this Lease or to exercise any right or remedy consequent upon a breach, and no acceptance of full or partial Rent during the continuance of any such breach, constitutes a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition to be performed or complied with by Lessee, and no breach by Lessee, shall be waived, altered, or modified except by a written instrument executed by Port. No waiver of any breach shall affect or alter this Lease, but each and every agreement, term, covenant, and condition of this Lease shall continue in full force and effect with respect to any other then-existing or subsequent breach.

19.4 Port shall only be deemed to be in default under the terms of this Lease in the event Port shall fail to observe, keep, or perform any covenant or agreement that is not observed, kept, or performed by Port within thirty (30) calendar days after the receipt by Port of written notice from Lessee of such failure, which notice shall specifically set out the failure. Port shall not be considered in default so long as Port commences to cure the failure in a diligent manner and Port shall thereafter be allowed such additional time as reasonably necessary to correct the failure. Lessee specifically agrees to look solely to Port's interest in the Premises for the recovery of any personal judgment from Port, it being agreed that Port, including its Commissioners, directors, agents, or employees, shall not be personally liable for any such judgment. Lessee agrees that Port shall in no event and under no circumstances be responsible for any consequential damages.

19.5 In no event shall Port be liable to Lessee 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 Lease or for any failure or performance related hereto howsoever caused, whether or not arising from Port's sole, joint or concurrent negligence. To the extent any payment required to be made under this Lease is agreed by the parties to constitute liquidated damages, the parties acknowledge that the damages are difficult or impossible to determine and that such payment constitutes a reasonable approximation of such damages, and not a penalty. The obligations of Port under this Lease shall not be personally binding on, nor shall any resort be had to the private properties of, any of its trustees or board of directors and officers, as the case may be, the general partners thereof, or any beneficiaries, stockholders, employees, or agents of Port, or its property managers. It is expressly understood and agreed that any money judgment against Port resulting from any default of other claim arising under this Lease shall be satisfied only out of the rents, issues, profits, and other income actually received from the operation of the Premises from and after the accrual of said default or claim. No other real, personal or mixed property of Port, wherever situated, shall be subject to levy on any such judgment obtained against Port. If such income is insufficient for the payment of such judgment, Lessee shall not institute any further action, suit, claim, or demand, in law or in equity, against Port for or on account of such deficiency. Lessee hereby waives, to the fullest extent waivable under law, any right to satisfy said money judgment against Port except from income received by Port from the Premises during the Term hereof.

19.6 Each right and remedy of Port provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or

beginning of the exercise by Port or Lessee of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

20. No Abatement of Rent

Except as otherwise specifically provided in this Lease, no abatement, refund, diminution, or reduction of Rent or other compensation shall be claimed by or allowed to Lessee, or any person claiming under it, under any circumstances, whether for inconvenience, discomfort, interruption of business, or otherwise, arising from work on Improvements, by virtue or because of Legal Requirements, or the occurrence of any matters referred to in this Lease regarding casualty damage and/or condemnation, or for any other reason, cause, or occurrence. Unless caused by Port, if any adjoining Premises or structure encroaches on the Premises, no claim, demand, or objection of any kind shall be made by Lessee against Port by reason of such encroachments; no claim for abatement of Rent due under this Lease shall be made by reason of such encroachments or acts of, or in connection with, removal of the encroachments. The rights, liabilities, and obligations of the parties shall be the same as if there were no encroachments. In any related legal proceedings, the Premises may properly and without prejudice be described according to the description previously used without reference to any such encroachments. Port agrees to cooperate with Lessee in any proceedings sought by Lessee to remove such encroachments, provided such cooperation does not cause Port to incur any expense.

21. Transfer of Interest by Port

Port may sell, exchange, assign, transfer, convey, contribute, distribute, or otherwise dispose of all or any part of its interest (called "Port's Interest") in the Premises or this Lease (including but not limited to Port's reversion).

22. Quiet Enjoyment

Subject to the provisions of this Lease, Lessee may peacefully have, hold, and enjoy the Premises, subject to the other provisions hereof, provided that Lessee performs all of Lessee's covenants and agreements herein contained, subject to any mortgage or other recorded documents having priority over this Lease. Lessee specifically acknowledges the grant of a *Gas Pipeline Easement in Gross* allowing Northwest Natural Gas access over, under, upon, and across the Premises as outlined on the attached **Exhibit C**, subject to the 24-hour access restrictions contained in Section 13.1. Notwithstanding the foregoing, Port shall not be responsible or liable for the interference, disturbance, acts, or omissions of any third party, including without limitation, occupants of the Premises, nor shall Lessee be released from any of the obligations of this Lease because of such interference, disturbance, acts, or omissions. It is understood and agreed that this covenant and any and all other covenants of Port contained in this Lease shall be binding upon Port and its successors only with respect to breaches occurring during their respective ownership of Port's interest hereunder.

23. Surrender

Except as otherwise provided, Lessee, on the last day of the Term, shall surrender and deliver up the Premises and all Improvements (excluding direct agricultural improvements including fencing, stock watering equipment, irrigation pumps, irrigation pipe and related infrastructure, and irrigation power cable installed solely at lessee's expense) to the possession and use of Port without fraud or delay, free and clear of all lettings and occupancies other than Leases then terminable at the option of Port or Leases to which Port shall have specifically consented, and free and clear of all liens and encumbrances other than those, if any, presently existing or created or suffered by Port, without any payment or allowance whatever by Port on account of any Improvements on the Premises.

23.1 When furnished by or at the expense of Lessee or any sublessee, furniture, fixtures, and equipment may be removed by Lessee at or before this Lease terminates, provided, however, that the removal will not injure the Premises or necessitate changes in or repairs to the same. Lessee shall pay or cause to be paid to Port the cost of repairing any damage arising from such removal and restoration of the Premises to the condition before such removal.

23.2 Any personal property of Lessee or any sublessee that shall remain on the Premises after the termination of this Lease and the removal of Lessee or such sublessee from the Premises may, at the option of Port, be deemed to have been abandoned by Lessee or such sublessee and may either be retained by Port as its property or be disposed of, without accountability, in such manner as Port may see fit, or if Port gives written notice to Lessee to such effect, such property shall be removed by Lessee at Lessee's sole cost and expense. If this Lease terminates early for any reason other than the default of Lessee then, anything to the contrary notwithstanding, Lessee or any sublessee shall have a reasonable time thereafter to remove its personal property.

23.3 Port shall not be responsible for any loss or damage occurring to any property owned by Lessee or any sublessee.

23.4 The provisions of this section shall survive any termination of this Lease.

24. Holdover Rent Increase: 150%

If Lessee does not vacate the Premises at the time required (upon expiration or termination of the Lease), the Port shall have the option, in Port's sole discretion, to treat Lessee as a tenant from month-to-month and Lessee shall pay Rent at an increased rate of 150% above the then-applicable annual rent payment ("Holdover Rent Increase"). The Holdover Rent Increase shall take effect immediately on the first day of the month after the expiration or termination of the Lease and shall be calculated by dividing the annual rent payment into twelve (12) monthly payments. The holdover tenancy shall be terminable at the end of any monthly rental period on written notice from Port given not less than 30 days prior to the termination date, which shall be specified in the notice. Lessee waives any notice which would otherwise be provided by law with respect to a month-to-month tenancy.

25. Notices

Except for routine operational communications (which may be delivered personally or by mail or transmitted by electronic mail), any notice required or permitted by the terms of this Lease shall be deemed given if delivered personally to an officer of the party to be notified or sent by United States registered or certified mail, postage prepaid, return-receipt requested, and addressed as follows:

If to Port: Port of Columbia County
PO Box 190
Columbia City, Oregon 97018

If to Lessee: Columbia River Ranch
PO Box 1545
Clatskanie, Oregon 97016

OBJ

or such other addresses as may be designated by either party by written notice to the other, including electronic mail if both parties consent in writing to such notice and receipt is confirmed. Except as otherwise provided in this Lease, every notice, demand, request, or other communication shall be deemed to have been given or served on actual receipt.

25.1 Lessee shall immediately send to Port, in the manner prescribed above for giving notice, copies of all notices given by it to any mortgagee or received by it from such mortgagee, and copies of all notices that it receives with respect to the Premises or Improvements from any government authorities, fire regulatory agencies, and similarly constituted bodies, and copies of its responses to such notices.

25.2 Notwithstanding anything in this section to the contrary, any notice mailed to the last designated address of any person or party to which a notice may be or is required to be delivered pursuant to this Lease or this section shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the person or party to which the notice is directed or the failure or refusal of such person or party to accept delivery of the notice.

26. Miscellaneous Provisions

26.1 Costs and Attorney Fees. In the event suit, action, arbitration or mediation is instituted in connection with this Lease, including but not limited to litigation or proceedings in Bankruptcy Court whether or not regarding issues which are unique to bankruptcy law, the losing party shall pay the prevailing party's reasonable attorneys' and paralegals' fees and court costs at and in preparation for any proceeding, whether at trial, appeal therefrom, on any petition for review, or in any arbitration or mediation.

26.2 Entire Agreement. This Lease contains the entire agreement between the parties and, except as otherwise provided, can be changed, modified, amended, or terminated only by an instrument in writing executed by the parties. It is mutually acknowledged and agreed by Lessee and Port that there are no verbal agreements, representations, warranties, or other understandings affecting this Lease.

26.3 Applicable Law. This Lease shall be governed by, and construed in accordance with, the laws of the state of Oregon. In the event any action is brought to enforce this Lease, venue shall exclusively be in Columbia County, Oregon, and each party hereby unconditionally and irrevocably consents to the jurisdiction of the Oregon state courts.

26.4 Delinquency Charge. 18%. All Rent and other amounts not paid when due shall bear a "Delinquency Charge" of eighteen percent (18%) per annum, if Rent remains unpaid for five (5) or more days following its due date. Such interest shall be charged from the date due until the Rent or other amount is paid in full. This Delinquency Charge is subject to periodic change, subject to any limitation on the maximum rate of interest allowed by law, at the Port's sole discretion. No change shall occur, however, without at least thirty (30) calendar days prior written notice to Lessee. Imposition of a Delinquency Charge shall not constitute a waiver of any other remedies available to the Port for failure to timely pay Rent.

26.5 Definition of "Lessee". As used herein, the term "Lessee" means each person hereinabove named as such and such person's heirs, personal representatives, successors and assigns, each of whom shall have the same obligations, liabilities, rights and privileges as it would have possessed had it originally executed this Lease as Lessee; provided, that no such right or privilege shall inure to the benefit of any assignee of Lessee, immediate or remote, unless the assignment to such assignee is made in accordance with the provisions herein. Whenever two or more persons constitute Lessee, all such persons shall be jointly and severally liable for performing Lessee's obligations hereunder. To the extent the context of any provisions of this Lease makes it appropriate, including without limitation any representation, warranty or covenant, the word "Lessee" as used herein shall include all subsidiaries and affiliates of the Lessee. Notwithstanding the foregoing however, under no circumstances shall this Lease be construed to require Port to formally recognize or make any accommodation to any subsidiary or affiliate of Lessee.

26.6 Consent. Wherever in this Lease Lessee is required to obtain Port's consent, Lessee shall reimburse Port for all reasonable costs and expenses associated with processing any request for approval, regardless of whether such proposal is approved or denied, including, but not limited to, attorneys' fees for outside counsel. No consent required by Port under this Lease shall be granted unless in writing. Unless otherwise specifically set forth herein, consent by Port may be withheld or conditioned in the sole discretion of Port. Specifically, without limitation, Port's consent may be denied or conditioned upon Port's determination of the environmental aspects of the use of the property by Lessee and/or by the proposed assignee or sublessee. As a condition to any consent, Port may require that any other party or parties with a right of consent issue such consent on terms acceptable to Port. The consent or approval of Port to or of any act by Lessee requiring Port's consent or approval shall not be deemed to waive or render unnecessary Port's consent to or approval of any subsequent similar acts by Lessee. In no event shall Lessee have the right to terminate this Lease, and in no event shall Port be liable for monetary damages, based on a claim that consent has been unreasonably withheld or conditioned or otherwise arising from the withholding or conditioning of consent.

26.7 Third Parties. Nothing contained herein nor the transactions contemplated hereby, express or implied, shall be deemed to inure to the benefit of any person or entity not a party to this Lease, this Lease being intended solely for the benefit of Port and Lessee, nor shall it confer upon any such party or entity any right or remedy of any nature whatsoever.

26.8 Survival. The release and indemnity covenants of Lessee, the limitations of liability, the right of Port to enforce its remedies hereunder, the attorneys' fees provisions hereof, as well as all provisions of this Lease which contemplate performance after the expiration or termination hereof or the termination of Lessee's right to possession hereunder, shall survive any such expiration or termination.

26.9 Recording. Lessee shall not record this Lease or any memoranda hereof without the prior written consent of Port, and if such consent is forthcoming, Lessee shall pay all charges and taxes incident to such recording.

26.10 Necessary Documents. Each party at the request of any other party shall provide any information and execute, acknowledge, and deliver any and all documents and instruments reasonably necessary to complete the protection contemplated by this Lease and to give full effect to this Lease.

26.11 Authorization. The execution, delivery, and performance of this Lease by Lessee, to the extent to be executed, delivered or performed by Lessee, have been duly authorized by all necessary action by Lessee; do not require the consent or approval of any other person, regulatory authority or governmental body; and do not conflict with, result in a violation of; or constitute a default under (a) any provision of its articles of incorporation or organization, or bylaws, or any agreement or other instrument binding upon Lessee or (b) any law, governmental regulation, court decree, or order applicable to Lessee. Lessee agrees to furnish Port promptly upon request a corporate resolution, proof of due authorization by partners, or other appropriate documentation evidencing the due authorization of Lessee to enter into this Lease.

26.12 Invalidity of Particular Provisions. If any term or provision of this Lease or the application of the Lease to any person or circumstances is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

26.13 Force Majeure. If the performance by either of the parties of their respective obligations under this Lease (excluding monetary obligations) is delayed or prevented in whole or in part by any Legal Requirement (and not attributable to an act or omission of the party), or by any acts of God, fire or other casualty, floods, storms, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, shortage or failure of supply of materials, labor, fuel, power, equipment, supplies or transportation, or by any other cause not reasonably within the party's control, whether or not specifically mentioned, the party shall be excused, discharged, and released of performance to the extent such performance or obligation (excluding any monetary obligation) is so limited or prevented by such occurrence without liability of any kind.

26.14 Good Faith. The parties agree that the phrase "good faith" will mean honesty in fact and the observance of reasonable commercial standards of the trade as used in or

applied by any mediator, arbitrator, or judge to the performance or enforcement of this Lease, including the rights and obligations of the parties hereunder.

26.15 Counterparts. This Lease may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original but such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Lessee and Port have caused this Lease to be executed by their duly authorized officers, acknowledging their agreement that this Lease is effective as of the Effective Date.

PORT:

LESSEE:

Sean Clark, Executive Director
Port of Columbia County

Gary M Bailey Pres...
Gary Bailey, Owner
Columbia River Ranch, Inc.

EXHIBIT A

Depiction of Premises

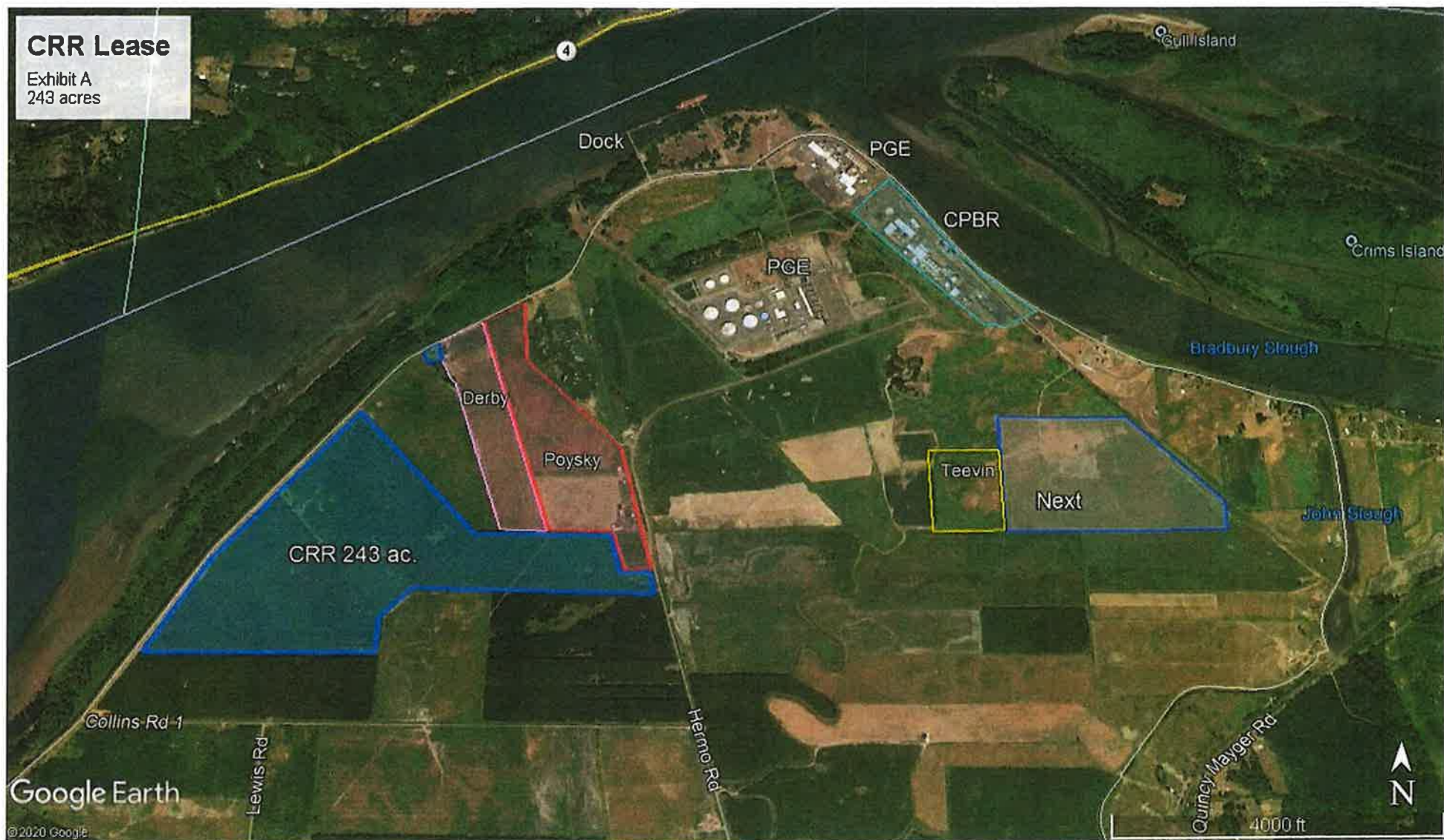


EXHIBIT B

Attorney Fees to be Paid by Lessee

EXHIBIT B

AGREEMENT TO PAY COSTS

This Agreement to Pay Costs ("Agreement") is made and entered into this ____ day of _____, 20__ ("Effective Date"), by and between the Port of Columbia County, formerly known as the Port of St. Helens, a municipal corporation of the State of Oregon ("the Port"), and Columbia River Ranch, Inc. As Tenant or Lessee ("Lessee") (collectively, "the Parties").

RECITALS

WHEREAS, Lessee approached the Port and requested that the Port incur costs, including staff and attorney time, for the Parties to engage in discussions and negotiations with Port Staff and have Port General Counsel draft [insert text] _____, and

WHEREAS, Lessee's request for Port Staff and Port General Counsel to do work on Lessee's behalf has resulted in additional time and costs for which it is appropriate that Lessee compensate the Port through this Agreement ("Port Work"), and

WHEREAS, the Port Work will include all work done by Port Staff and Port General Counsel from the Effective Date until _____ [insert date], and

WHEREAS, the Parties intend to carry out their rights, duties, and obligations in such a manner so as to avoid action that would increase, directly or indirectly, the Parties exposure to liability,

NOW, THEREFORE, for good, fair and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree as follows:

1. INCORPORATION OF RECITALS. 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. NONREFUNDABLE PAYMENT. Lessee agrees to pay a To Be Determined nonrefundable, fixed fee payment to the Port ("Nonrefundable Payment") for Port Work. The Nonrefundable Payment is due in full immediately and must be received by the Port prior to the _____ being placed on the Port of Columbia County Commission Agenda.

3. LIMITATION OF LIABILITY. The Port makes no representation or warranty, express or implied, as to the nature, quantity or quality of any Port Work. In no event shall the Port be liable to Lessee for damages of any kind, including but not limited to any special, indirect, incidental, consequential or punitive damages (including any claim for lost profits or revenues).

4. COUNTERPARTS. 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 this Agreement.

IT IS SO AGREED by the Parties as of the Effective Date set forth above.

Columbia River Ranch, Inc.

PORT OF COLUMBIA COUNTY

By: _____

By: _____

Gary Bailey

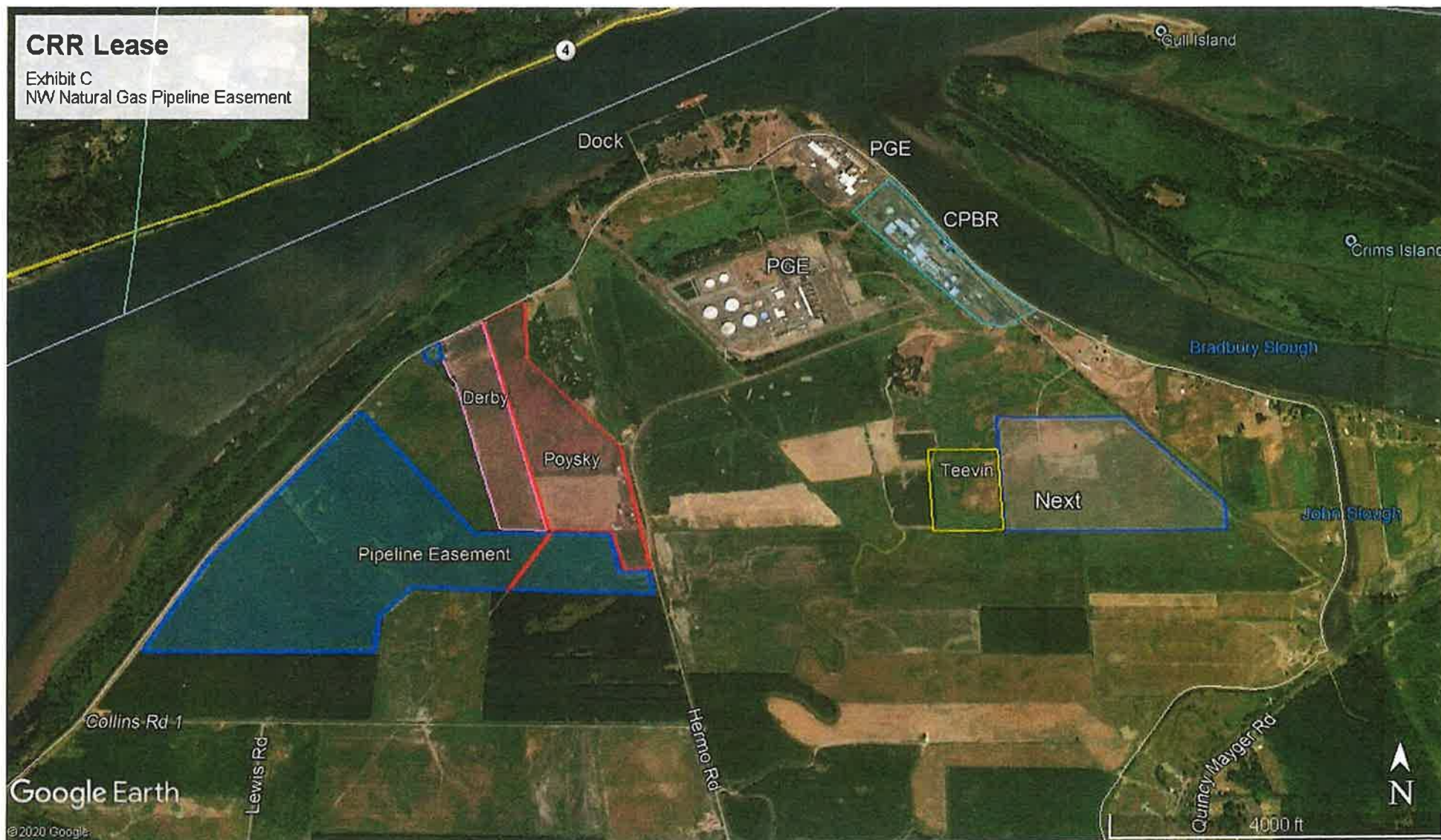
Sean P. Clark Executive Director

EXHIBIT C

NW Natural Gas Easement

CRR Lease

Exhibit C
NW Natural Gas Pipeline Easement





Marina Advisory Committee Reappointment

Res. 2025-22 STAFF REPORT

DATE: August 13, 2025

TO: Port Commission

FROM: Elizabeth Millager – Property Manager

RE: **Reappointment of Marina Advisory Committee Member Brandon Glass**

Discussion

The Port of Columbia County maintains a volunteer advisory committee for Scappoose Bay Marine Park. Advisory committees have authority to recommend actions to the Port but may not obligate the Port in any way. Advisory committees have no legal authority and therefore, all their responsibilities are assigned at the discretion of the Executive Director, his designee or by the Port Commission.

Brandon Glass' term expired on June 30, 2025. Staff contacted Mr. Glass and he would like to continue. The Advisory Committee voted on the reappointment and the motion passed 5-0. (two members were absent during the vote).

Recommendation

Adopt Resolution 2025-22, reappointing Brandon Glass to the Scappoose Bay Marine Park Advisory Committee for a three-year term from July 2025 through June 2028.

RESOLUTION NO. 2025-22

A RESOLUTION REAPPOINTING BRANDON GLASS TO THE SCAPPOOSE BAY MARINE PARK ADVISORY COMMITTEE

WHEREAS, the Port of Columbia County maintains an Advisory Committee for matters related to Scappoose Bay Marina Park; and

WHEREAS, each member of the Advisory Committee has a term of three years, and the term of Advisory Committee member Brandon Glass expired June 30, 2025; and

WHEREAS, Mr. Glass would like to continue to serve as a member so the Advisory Committee took a vote and unanimously agreed to reappoint him; and

WHEREAS, the Commission wishes to reappoint Mr. Glass and thank him for his continued service to the Marina and the community; now, therefore,

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

Brandon Glass is hereby reappointed to the Scappoose Bay Marine Park Advisory Committee for a three-year term, from July 2025 until June 2028.

PASSED AND ADOPTED this 13th day of August 2025, by the following vote:

AYES: _____
ABSTAIN: _____

NAYS: _____

Port of Columbia County

By:

President

Attested By:

Secretary



Approval of FAA Grant Agreement for Airport Runway Rehabilitation

RES. 2025-23 STAFF REPORT

DATE: August 13, 2025
TO: Port Commission
FROM: Lacey Tolles, Airport Manager & Project Specialist
RE: **Airport Runway Rehabilitation Phase 3: FAA Grant Acceptance**
Authorization for Executive Director to sign Grant Agreement

Discussion

Scappoose Airport is receiving funding as outlined below from the Federal Aviation Administration (FAA) and Oregon Department of Aviation (ODAV) for Runway Rehabilitation – Phase 3 Construction, which will occur in 2026. This funding represents a critical component of the Airport's capital improvement and infrastructure strategy. This project directly supports safety, capacity enhancement, and economic development goals for the Airport and surrounding region.

Due to a 48-hour deadline imposed by the FAA on approval and signing of the Grant Agreement (the Agreement must be signed within 48 hours of receipt, and the Port will not receive the Agreement until just prior to the deadline), this request is for the Commission to approve the Executive Director reviewing and signing the Grant Agreement on behalf of the Commission after legal review by Port General Counsel.

Fiscal Impacts:

PROJECT TOTAL:	\$ 4,043,703.00
FAA pays 94.99%:	\$ 3,841,517.00
ODAV pays 3.64%:	\$ 147,200.00
Port pays 1.37%	\$ 54,986.00.

Recommendation

Approval of **Resolution 2025-23**, authorizing acceptance of FAA grant funding and authorizing the Executive Director to review and sign the Grant Agreement on behalf of the Port Commission, after legal review by Port General Counsel.

RESOLUTION NO. 2025-23

A RESOLUTION AUTHORIZING ACCEPTANCE OF FEDERAL AVIATION ADMINISTRATION (FAA) AIRPORT IMPROVEMENT PROGRAM (AIP) FUNDING FOR RUNWAY REHABILITATION – PHASE 3 CONSTRUCTION AT SCAPPOOSE AIRPORT

WHEREAS, the Port of Columbia County is the owner and operator of the Scappoose Airport, a public-use general aviation facility located in Scappoose, Oregon; and

WHEREAS, the Port of Columbia County has identified the rehabilitation of the primary runway as a critical infrastructure improvement necessary to maintain safe and efficient airport operations and compliance with FAA standards; and

WHEREAS, the Port has previously completed preliminary engineering and Phase 1 and 2 of the runway rehabilitation project, and Phase 3 represents the construction phase necessary to complete the rehabilitation; and

WHEREAS, the Federal Aviation Administration, through the Airport Improvement Program (AIP), has offered to fund a portion of the eligible project costs under Grant Agreement No. 3-41-0056-34-2025, with the FAA contributing 95% of the total eligible costs, and the remaining costs to be funded through state and local sources as listed below; and

PROJECT TOTAL: \$ 4,043,703.00
FAA pays 94.99%: \$ 3,841,517.00
ODAV pays 3.64%: \$ 147,200.00
Port pays 1.37% \$ 54,986.00.

WHEREAS, acceptance of this FAA AIP grant is in the public interest and consistent with the Port's mission to support and improve transportation infrastructure in Columbia County; and

WHEREAS, the FAA requires executed grant agreements to be returned within **48 hours of issuance**, which necessitates timely administrative action; and

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

The Executive Director is authorized to execute the FAA grant agreement following review by Port General Counsel, including any associated assurances, certifications, and subsequent documents necessary to complete the project and administer the grant.

PASSED AND ADOPTED this 13th day of August 2025, by the following vote:

AYES: _____ NAYS: _____
ABSTAINED: _____

Port of Columbia County

By:

Attested By:

Secretary

President

DRAFT FAA Grant Offer

3-41-0056-034-2025



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain
Region
Oregon

Seattle Airports
District Office:
2200 S 216th St
Des Moines, WA
98198

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Mr. Sean Clark
Executive Director
Port of Columbia County
Scappoose Airport
100 East St
Scappoose, OR

Dear Mr. Clark:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-41-0056-034-2025 at Scappoose Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 15, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Brian Alvis, (206) 231-4145, brian.c.alvis@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

{Sig_es_:signer1: signature}}

Ryan C. Zulauf
Acting Manager, Seattle Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2025 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date `{{DateTime_es_.signer1.calc(now()):format(date," mmmm d, yyyy")}}`

Airport/Planning Area Scappoose Airport

Airport Infrastructure Grant Number 3-41-0056-034-2025 (Contract Number: DOT-FA25NM-104)

Unique Entity Identifier QB7MBCQCKVR9

TO: Port of Columbia County – Scappoose, Oregon
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 01, 2025, for a grant of Federal funds for a project at or associated with the Scappoose Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Scappoose Airport (herein called the "Project") consisting of the following:

Rehabilitate Runway 15/33 (phase 3-construction), including connecting Taxiways; Install Runway 15/33 Medium-Intensity Runway Lighting (MIRL) (phase 3-construction); Install Runway 15/33 Precision Approach Path Indicators (PAPI) (phase 3-construction);

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$3,841,517.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$3,841,517 for airport development; and,

\$0 for land acquisition.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period except as noted in 49 U.S.C § 47142(b).

2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
 - (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
 - (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
 - (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
 - (5) The FAA determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.
- (c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project

costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 15, 2025, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
 - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if

required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects, if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

- i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

1. *Posting of contact information.*
 - a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
2. *Provisions applicable to a recipient that is a private entity.*
 - a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of this grant; or any subaward; or
 - iv. Acts that directly support or advance trafficking in persons, including the following acts:
 - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d) Charging recruited employees a placement or recruitment fee; or
 - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
 - b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:

- a) Associated with the performance under this Grant; or
- b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provisions applicable to a recipient other than a private entity.*

- a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with the performance under this Grant; or
 - b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

- a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
- b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.
- c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
- d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions. For purposes of this Grant award, term:*

- a. "Employee" means either:
 - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
- b. "Private Entity" means:

- i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
- ii. The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated May 19, 2016, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI

Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

30. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

- a. that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and
- b. to certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**

- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the

maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

- b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) consistent with 49 U.S.C. chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
 - (3) any other remedy legally available.
 - c. (In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
 - d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).
33. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.
34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

SPECIAL CONDITIONS

35. **Duffy Plaintiff Special Term.** Pursuant to the court’s preliminary injunction order in *State of California v. Duffy*, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as “Plaintiff State Entities”), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe

acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

*The challenged immigration enforcement condition:

“[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.”

36. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, “Guidelines and Procedures for Maintenance of Airport Pavements,” for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;

- ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.
4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

37. Project Containing Paving Work in Excess of \$500,000. The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 - 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
 - 4. Qualifications of engineering supervision and construction inspection personnel;
 - 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 - 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
- d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

38. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

DRAFT

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

{{Sig_es_:signer1:signature:dimension(height=12mm,width=70mm)}}

(Signature)

{{N_es_:signer1:fullname }}

Ryan C. Zulauf

{{N_es_:signer1:title }}

Acting Manager, Seattle Airports District Office

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated {{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}

Port of Columbia County

(Name of Sponsor)

{{Sig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer2:fullname}}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer2:title}}

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer3: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Oregon. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at **{{DateTime_es :signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig_es :signer3:signature:dimension(height=12mm, width=70mm)}}**

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 - 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 - 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**Port of Columbia County**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

- e. Required Contract Provisions.
 - 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 - 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of July 01, 2025.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;
 - 2. Provides an explanation as to why the requests could not be accommodated; and

3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).



Approval of FAA Grant
Agreement for Airport East
Side Pavement Maintenance

RES. 2025-24 STAFF REPORT

DATE: August 13, 2025

TO: Port Commission

FROM: Lacey Tolles, Airport Manager & Project Specialist

RE: **FAA Grant Acceptance for Scappoose Airport
East Side Pavement Maintenance – Phase 1 Design**

Discussion

Scappoose Airport is receiving funding as outlined below from the Federal Aviation Administration (FAA) and Oregon Department of Aviation (ODAV) for the design portion of this essential airport infrastructure project. The Port's acceptance of these funds is required to move forward with the East Side Pavement Maintenance design phase this season.

The project aligns with the Port's Capital Improvement Plan and the FAA-approved Airport Layout Plan. It supports safety, capacity, and economic development objectives for the region.

Fiscal Impacts:

PROJECT TOTAL:	\$ 98,166.00
FAA pays 95%:	\$ 93,257.70
ODAV pays 3%:	\$ 2,800.00
Port pays 2%:	\$ 2,108.30.

Recommendation

Approval of **Resolution 2025-24**, authorizing acceptance of FAA grant funding and authorizing the Executive Director to sign the Grant Agreement along with all other necessary and related documents.

RESOLUTION NO. 2025-24

A RESOLUTION AUTHORIZING ACCEPTANCE OF FEDERAL AVIATION ADMINISTRATION (FAA) AIRPORT IMPROVEMENT PROGRAM (AIP) FUNDING FOR EAST SIDE PAVEMENT MAINTENANCE PHASE 1 DESIGN AT SCAPPOOSE AIRPORT

WHEREAS, the Port is the owner and operator of the Scappoose Airport and the Port identified the rehabilitation of the primary runway as a critical infrastructure improvement necessary to maintain safe and efficient airport operations and compliance with FAA standards; and

WHEREAS, the FAA will contribute 95% of eligible project costs under Grant Agreement No. 3-41-0056-33-2025, with remaining costs funded through the Oregon Department of Aviation (ODAV) and the Port as follows:

PROJECT TOTAL:	\$ 98,166.00
FAA pays 95%:	\$ 93,257.70
ODAV pays 3%:	\$ 2,800.00
Port pays 2%:	\$ 2,108.30, and

WHEREAS, acceptance of this grant is in the public interest and consistent with the Port's mission to support and improve transportation infrastructure in Columbia County; now, therefore,

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

The Executive Director is authorized to execute the FAA Grant Agreement No. 3-41-0056-33-2025, including any associated assurances, certifications, and subsequent documents necessary to complete the project and administer the grant.

PASSED AND ADOPTED this 13th day of August 2025, by the following vote:

AYES: _____ **NAYS:** _____
ABSTAIN: _____

Port of Columbia County

By: _____
President

Attested By:

Secretary

3-41-0056-033-2025



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest
Mountain Region
Oregon

Seattle Airports
District Office:
2200 S 216th St
Des Moines, WA
98198

July 18, 2025

Mr. Sean Clark
Executive Director
Port of Columbia County
100 E Street
Columbia City, OR 97018

Dear Mr. Clark:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. 3-41-0056-033-2025 at Scappoose Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 15, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Brian Alvis, (206) 231-4137, brian.c.alvis@faa.gov, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Ryan C. Zulauf
Acting Manager
Seattle Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

**FY 2025 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date July 18, 2025

Airport/Planning Area Scappoose Airport

Airport Infrastructure Grant
Number 3-41-0056-033-2025, (Contract number: DOT-FA25NM-080)

Unique Entity Identifier QB7MBCQCKVR9

TO: Port of Columbia County, Scappoose, Oregon
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 27, 2025, for a grant of Federal funds for a project at or associated with the Scappoose Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Scappoose Airport (herein called the "Project") consisting of the following:

Reseal Taxiway A (phase 1-design) including taxiway connectors;
which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (IIJA) (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the

benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$94,208.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$94,208 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

- b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. **Close Out and Termination**

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
 - (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
 - (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
 - (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
 - (5) The FAA determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.
- (c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the

project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire, and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 15, 2025, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
 - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of IJA Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial

grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

1. *Posting of contact information.*
 - a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
2. *Provisions applicable to a recipient that is a private entity.*
 - a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of this grant; or any subaward; or
 - iv. Acts that directly support or advance trafficking in person, including the following acts;
 - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d) Charging recruited employees a placement or recruitment fee; or
 - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
 - b. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this Grant;
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant;
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with performance under this Grant; or
 - b) Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR

Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provision applicable to a recipient other than a private entity.*
 - a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this award;
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with performance under this Grant; or
 - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
4. *Provisions applicable to any recipient.*
 - a. The recipient must inform the FAA and the DOT Inspector General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
 - b. The FAA's right to unilaterally terminate this Grant as described in paragraph (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78 and in addition to all other remedies for noncompliance that are available to the FAA under this Grant:
 - c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
 - d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
5. *Definitions.* For purposes of this Grant award, term:
 - a. "Employee" means either:
 - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.
 - b. "Private entity" means:
 - i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
 - ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt

bondage,” and “involuntary servitude” have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

23. **IJA Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated May 9, 2016, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in

consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024**. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at

<https://www.congress.gov/bill/118th-congress/house-bill/3935/text>

30. **Applicable Federal Anti-Discrimination Laws**. Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

- a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
- b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements**. The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**

- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
 - (1) additional conditions on the award;

- (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - (3) any other remedy legally available.
 - c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
 - d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).
33. **Signage Costs for Construction Projects.** The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.
34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

SPECIAL CONDITIONS

35. **Duffy Plaintiff Special Term.** Pursuant to the court's preliminary injunction order in *State of California v. Duffy*, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

*The challenged immigration enforcement condition:

"[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law."

36. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
37. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Ryan C. Zulauf

Ryan C. Zulauf

Acting Manager

Acting Manager, Seattle ADO

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated July 28, 2025

Port of Columbia County

(Name of Sponsor)

Sean P. Clark

(Signature of Sponsor's Authorized Official)

By: Sean Clark

(Typed Name of Sponsor's Authorized Official)

Title: Executive Director

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Robert Salisbury, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Oregon. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at July 28, 2025

By: Robert Salisbury
 Robert Salisbury (07/28/2025 16:00:14 PDT)
 (Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

1. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

2. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

3. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

5. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

9. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

10. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

11. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

12. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

13. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

14. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

15. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

16. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

17. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

18. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

19. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

20. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

21. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

22. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

23. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

24. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

25. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and

other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

26. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

27. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

28. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
 - c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
 - d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

29. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability

1. **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. **Duration.**

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. **Required Solicitation Language.** It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**Port of Columbia County**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."

e. **Required Contract Provisions.**

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or

disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

30. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

31. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

32. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

33. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of June 27, 2025.

34. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

35. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

36. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

37. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

38. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;
 - 2. Provides an explanation as to why the requests could not be accommodated; and
 - 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

39. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).



Outreach Plan Discussion 2025-26

STAFF REPORT

DATE: August 13, 2025

TO: Port Commission

FROM: Sean P. Clark, Executive Director

RE: **Outreach Plan Discussion for 2025-26**

Discussion

The Commission would like to know the Port's Outreach Plan for the upcoming year. This is an opportunity for the Commission to discuss and plan these efforts.

Ideas up for discussion include:

- **Lobbying efforts in Salem**
I am planning to meet with Mark Landauer, Oregon Public Ports Association (OPPA) lobbyist to discuss ideas and planning.
- **Port cast / Radio show submission**
Put together our own program which we would then send to local radio station.
- **Monthly Spotlight article**
Continue with current efforts, 1 article per month.
- **Port Compass**
- **2-3 social media posts per week**
- **Community Updates:**
Rainier City Council, St Helens City Council, Scappoose City Council, Clatskanie City Council, Columbia City Council, St Helens City Council, Kiwanis, St Helens Rotary, Clatskanie Kiwanis
- **Port YouTube**
Use our existing channel more frequently with brief updates



APPOINTMENT OF PAUL VOGEL
TO AIRPORT ADVISORY
COMMITTEE

RES. 2025-25 STAFF REPORT

DATE: August 13, 2025

TO: Port Commission

FROM: Lacey Tolles, Airport Manager & Project Specialist

RE: **Appointment of Paul Vogel to Airport Advisory Committee**

Discussion

The Port of Columbia County maintains a volunteer advisory committee for the Scappoose Airport. Advisory committees have authority to recommend actions to the Port but may not obligate the Port in any way. Advisory committees have no legal authority and therefore, all their responsibilities are assigned at the discretion of the Executive Director, his designee or by the Port Commission.

The Committee currently has one vacancy. Paul Vogel submitted an application which was reviewed at the most recent Advisory Committee meeting on July 28, 2025. After a discussion of Mr. Vogel's interest and background, which includes many years as Executive Director at Columbia Economic Team, the Advisory Committee unanimously voted to recommend Mr. Vogel.

If appointed by the Port Commission, Airport Advisory Committee members serve for three years. If approved, Mr. Vogel term will be up for renewal in August 2028.

Recommendation

Consideration of Resolution 2025-25, appointing Paul Vogel to the Scappoose Airport Advisory Committee for a term from August 2025 until August 2028.

RESOLUTION NO. 2025-25

A RESOLUTION APPOINTING PAUL VOGEL TO THE SCAPPOOSE AIRPORT ADVISORY COMMITTEE

WHEREAS, the Port maintains a volunteer Advisory Committee for matters related to the Scappoose Airport and there is currently one opening on the Committee for new members; and

WHEREAS, Advisory Committees may only recommend actions to the Port Commission and the Commission is not obligated to follow those recommendations, as the Advisory Committee serves at the discretion of the Executive Director and Port Commission; and

WHEREAS, Paul Vogel applied and the application was reviewed by the Advisory Committee at their meeting on July 28, 2025; and

WHEREAS, the Advisory Committee recommends that Paul Vogel be appointed by the Port Commission to fill one of the open positions for a term of three years, from August 2025 until August 2028; Now, therefore,

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

Paul Vogel is hereby appointed to the Scappoose Airport Advisory Committee for a term of three (3) years, from August 2025 until August 2028.

PASSED AND ADOPTED this 13th day of August 2025 by the following vote:

AYES: _____ **NAYS:** _____

ABSTAIN: _____

PORT OF COLUMBIA COUNTY

By: _____
President

Attested By:

Secretary



P.O. Box 190
Columbia City, OR 9718
(503) 397-2888

APPLICATION FORM

Date: June 20, 2025

Paul Vogel
Full Name

7-8-11
Day Telephone Number

11111
Address (Applicant must be a resident of the Port District)

Evening Telephone Number

11111 OR 97188
City State Zip Code

paulvogel@columbia-county
E-Mail Address oregon.com

Are you 18 years of age or older?
Y N

Please state the reason you wish to serve on the Scappoose Airport Advisory Committee:

The airport and Port District are key economic development partners with my organization. The airport has higher potential for business development, growth, and job creation. The airport is a public asset I'd like to help serve.

Please list any business, volunteer, or governmental experience:

Former Congressional staffer, former Port GM, utility executive, business owner - public affairs/campaign consultant (multiple Port clients), served two state Board executive appointments (Gov.), multiple volunteer boards and leadership.

Please list any special skills useful to this position:

Board participation; leadership; Business and economic development; public policy development and implementation, communication, advocacy; experience managing Port district assets; budget committee experience

Please describe your time availability:

I'm available when I need to be for priority engagement, and this work be a priority. Due to the related work nature - to my job - I can be available during the work day or after hours.

Please describe your vision of the future for the Scappoose Airport:

Increase in aviation-related services, production and employment. Targeted recruitment to sustain traffic; sustainable funding model that allows the investment in upgraded facilities. Regional magnet airport.

Please describe how you would contribute to your vision described above:

Download/onboard with staff and other committee members; Review Strategic Plan (Ports/Airports) familiarize with operations, tenants. Support airport business recruitment. Align adjacent property recruitment with Port goals/strategy. Communicate.

Please provide any additional material or information pertinent to the Advisory Committee position:

I've been encouraged to apply to the committee for some time; I'd look forward to serving and collaborating even more with airport interests.

Feel free to attach a resume or other information that might be useful in making our decision.

The Port of Columbia County is an equal employment opportunity employer and does not discriminate on the basis of sex, age, race and color, religion, marital status, national origin, handicap or veteran status.

Interviews are given on a competitive basis, using job-related factors, after a written application has been received and reviewed. Because of the large number of applications that may be received, not everyone who applies for the position will be interviewed.

I certify that I have answered truthfully and have not knowingly withheld any information relative to my application. I understand that any misrepresentation of this application will result in my being eliminated from further consideration.

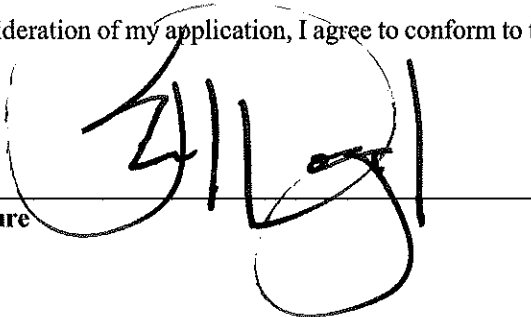
I authorize the employers, supervisors, and references listed above to give Port of Columbia County representatives any and all information regarding my previous employment and any pertinent information they may have regarding me.

I release the Port of Columbia County and previous employers, supervisors, or references from liability of any damage that may result from furnishing information to the Port of Columbia County.

I agree to a criminal background check.

In consideration of my application, I agree to conform to the instructions, rules and policies of the Port of Columbia County.

Signature



Date

6/20/2025