



AGENDA
Columbia Development Authority
Special CDA Board Meeting
Tuesday July 19, 2022
1:30pm

Please call into the conference phone number at **1-541-249-5577**.

Welcome and Greetings from Vice Chairman Kim Puzey

Introductions CDA Board Members & Economic Development Updates

- **CDA Board Members:**
 - Vice Chair Kim Puzey, Port of Umatilla
 - Lisa Mittelsdorf, Port of Morrow
 - John Shafer, Umatilla County
 - Don Sampson, CTUIR
 - Alternate Morrow County Don Russell, Alternate Umatilla County Bob Waldher, Alternate Port of Umatilla Robert Blanc, Alternate Port of Morrow Joe Taylor
- **CDA Staff:** Greg Smith, CDA Director, Debbie Pedro, CDA Assistant
- **Elizabeth Howard** - CDA Attorney
- **Guests Introductions** and members of the press **Ryan DeGrofft, Byron Smith, Josh Burns, Jeff Wenholtz, Jessie Keys, Brad Baird, Doug Olsen, Rick Ramsdell, Todd Farmer, Tamra Mabbott, Brandy Warburton, Army Environmental Division: Col Joshua Davis, Dick Ramsdell, Tom Lineer, Michele Lanigan, Army Munitions Response Program: Mark Leeper, National Guard Bureau: Rob Halla, Oregon Army National Guard: Todd Farmer, Chris Shaver, Keith Ellis, Jim Arnold and Kelly Toynton.**

Voting Members for today's meeting are: Kim Puzey, Lisa Mittelsdorf, John Shafer, Don Sampson and Don Russell in the absence of Mr. Doherty.

- **Agenda**
 1. Army/CDA MOA and Exhibits

Ms. Howard gave an overview of the MOA and Exhibits, Map Exhibit A overview showing parcel 1 and parcel 2. Discussions and questions as follows:

Ref: to the Map of parcel 1 and 2 and ODOT parcel.

MOA is a purchase and sale agreement and overview. Reinvestment period is 7 years from the transfer of parcel 2.

Deed with warranty a bargain and sale deed, this is the typed of deed that was accepted by the Army and Title Co.

Mr. Sampson asked for clarity on the CDA/CTUIR MOA about the joint project and how the farm parcel relates to the MOA. Mr. Smith shared that the property transferred to the CTUIR that they may do as they will with the property and own the property as an owner. The sale of the farm parcel proceeds would be split 50/50 between CDA and CTUIR, Mr. Smith and Ms. Howard concurred. More discussion was had on the this topic.

Mr. Sampson asked Umatilla Co to clarify what uses for the CTUIR property are permitted, solar is one of those.



Article 2 Lawful unit of land and legal opinion from Umatilla and Morrow.

Article 2.3 and Exhibit E water rights and the uses of those wells 4, 5 6, 7

Article 2.4 and Exhibits C and D CDA has been working with OMD on easements

Article 4

Due diligence on closing documents have been done.

Article 5

Repayment of loans for the purchase of parcel 1 and parcel 2 and if the reinvestment terms Article 5 qualify under these terms. Mr. Lineer stated that the loan repayment will not qualify under the MOA Article 5 Mr. Lineer share that the Army may consider a letter of credit however. CDA board will discuss options on the one million investment and repayment plan to determine a path forward. Mr. Sampson asked for clarification of the reinvestment period and repayment on the CDA member loans. Does it mean that those loans could not be repayed until the end of the 7 years after parcel 2 transferred? Mr. Lineer confirmed that debt is not one of the reinvestment terms under Article 5. The Army is not concerned about where the 1mm comes from. Mr. Sampson referred to the section about the annual financial statement and format that will need to be followed as stated in the MOA.

Ms. Howard shared that the MOA is stating the terms of the conveyance to get to the final deed.

Mr. Waldher asked if CTUIR would be subject to the reinvestment period stated in Article 5 and referenced in 4.C of the CTUIR/CDA MOA if the 39 acre farm parcel if sold and the proceeds split between CDA and CTUIR as it is not clear in the MOA and how does it relate to Article 5 in the Army/CDA MOA. Mr. Waldher shared that this will need some clarification. Mr. Smith shared that he will bring back more clarity about this.

Article 7

Utility Systems Easement review

Article 9

Environment -Easement and Equitable Servitude .

Article 10

Default and Termination if CDA does not maintain the MOA pervisions.

Rail MOA with OMD and CDA and the work we are doing with OMD, including easements and ownership.

Goal is to preserve the availability of the rail switches by the Army.

Question by Mr. Puzey who attended the MOA review the day before: Ms. Howard, Ms. Mabbott, Mr. Olsen, Mr. Wadlher, Mr. Banc, Mr. Smith, Ms. Pedro.

Public Comment: There was none

Mr. Puzey called for a vote and motion to sign the Army/CDA MOA

Mr. Sampson shared that CTUIR is not in a position to address this today. Mr. Puzey shared that the Port of Umatilla would be in support of signing the MOA.

A Motion to move to sign the Army and CDA MOA was made by Ms. Mittelsdorf, no second was made.

Ms. Mabbot asked does Mr. Smith have the legal authority to sign the MOA? This question was clarified by Ms. Howard that the CDA carried a resolution and vote to authorize Mr. Smith to sign the document.

The motion did not carrie

Adjourned



Columbia Development Authority

Note: If an item is to move to an Executive Session the board chairman will make the recommendation at this time.

An Executive Session will be held to consider information or records that are exempt by law from public inspection, including attorney-client privileged information or records, and to conduct deliberations with persons designated by the Board to negotiate real property transactions. The executive session is being held pursuant to ORS 192.660(2)(e) and ORS 192.660(2)(f). Further pursuant to ORS 192.660(2)(f), a public body “has the authority to meet in executive session to obtain other professional legal services from its legal counsel.” Or. Dept of Justice, Attorney General’s Public Records and Meetings Manual 2019: Public Meetings, Voting § (E)(1)(h)

Return to Regular Session

Adjourn

DRAFT