



DIRECTOR REPORT

January 9, 2026

Progress and Possibility

I enjoy serving at Port of Arlington. During the past four years, the Port has shown sustained commitment and steady resolve. We have done our part to plan and build vital infrastructure for workforce housing and advance economic development in Gilliam County.

For the mutual goal of workforce housing, the Port took the first step, a monumental challenge to plan and build subdivision infrastructure to create residential lots. To be sure, it is ambitious and challenging, and it doesn't happen overnight, but we have made very good progress.

Keep in mind that Alkali Ridge is a phased project which first involved subdivision planning, followed by construction of the primary core infrastructure and roadways. Further phases may involve additional land preparation such as filling or leveling, and site work for buildings.

Sometimes the work of public governmental entities can seem isolated instead of connected. For the Port, we strive to do our part to advance economic development in Gilliam County. Smaller communities collaborate to succeed. We cannot do it alone, but we can do it together.

This high goal or pattern may seem idealistic, but we can remedy rumors or misunderstanding by getting things done, with visual results, like Alkali Ridge. We can rise above small thinking or negativity by working collaboratively.

The Port Board serves with a can-do attitude and rural resolve to do what is best for our area. As we have issues, we work through them together. We face problems by finding solutions. We communicate to resolve concerns. Our meetings function with discussion and interaction, by being able to reason together.

Alkali Ridge Marketing

The Port submitted a Rezone application on December 23, 2025 for a portion of the project. We then followed up with AKS Planners to coordinate and comply with pertinent standards.

For one of the criteria, I asked Brad Baird, Anderson-Perry to prepare an engineering memo outlining certain aspects relating to water, sewer, traffic, housing, and environmental issues. Our Rezone application will eventually proceed to Planning Commission.

Two tiers of marketing for Alkali Ridge are involved:

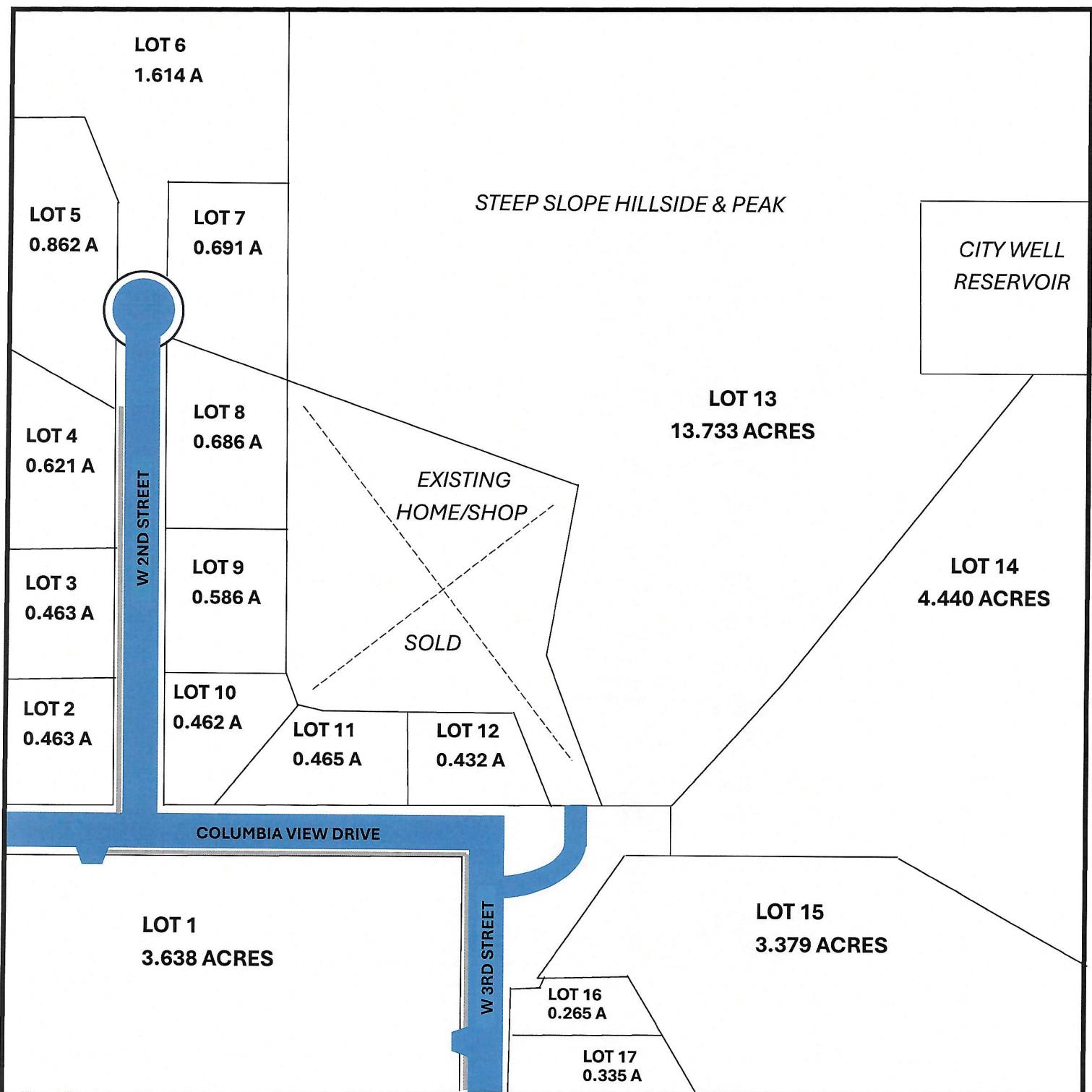
- Angie Sullivan, LandWise LLC, will lead Consulting Services for phased land prep, approved previously contingent on legal and management review and approval.
- Tiffani Deal, LandWise Real Estate Advisors, LLC will launch the marketing campaign, with outreach to developers, builders, and buyers. Alkali Ridge Press Release soon.

Upcoming Housing Solutions Workshop

Gilliam County Court is hosting an upcoming "Housing Solutions" workshop scheduled on **Wednesday, January 28, 2026 at 5 pm** in the County Courtroom in Condon. The Port will also post notice of meeting, so that all Port Commissioners may attend and participate. Other invited entities include: City of Arlington, City of Condon, and Pioneer Community Development Corporation (PCDC).

Port of Arlington, January 15, 2026 Port Board Meeting, Director Report by Jed Crowther

ALKALI RIDGE Subdivision – Lot Layout



MEMO

To: Victoria McKinney, City of Arlington
From: Brad D. Baird, P.E., Senior Engineer *Brad*
Subject: City of Arlington, Oregon - Alkali Ridge Subdivision - City Reimbursement to the Port of Arlington
Date: January 6, 2026
cc: Jed Crowther, Executive Director, Port of Arlington

The Port of Arlington completed the Alkali Ridge Subdivision project in the southwest portion of the City of Arlington. The work included installation of new water and sewer lines as well as other utilities. New roadways were constructed to provide a fully functional subdivision with lots ready for development. Part of the work included the opportunity to increase the water system capacity from the reservoir transmission line east to the existing Columbia View Estates Subdivision to help improve fire flow capacity and reduce water pressure losses during higher demand periods. The City agreed to cover the additional cost of increasing the water system capacity to the Columbia View Estates Subdivision. This memo documents the portion of infrastructure work to be reimbursed by the City of Arlington for work completed by the Port of Arlington for the Alkali Ridge Subdivision project.

Background Information

The Columbia View Estates Subdivision was served by a single 8-inch water line. This water line fed an internal looped water system within the Columbia View Estates Subdivision. The single water line limited the overall fire flow capacity of the subdivision. In addition, the higher elevation residences within the subdivision experienced lower water pressures due to their elevation. When higher demands occur, water pressure can be further reduced to these higher elevation users. To help reduce these occurrences, the flow capacity from the reservoir transmission line east to the Columbia View Estates Subdivision was increased by installing a parallel water line, doubling capacity.

Additional Work to Connect New Columbia View Drive to Existing Columbia View Estates

During design of the subdivision roadway improvements, it became apparent that the existing roadway at the west end of the Columbia View Estates Subdivision was too narrow in its existing state and was insufficient for safe travel west to the new subdivision. The connection of the two subdivisions was critical to allow for a secondary access point into the existing Columbia View Estates Subdivision for emergency vehicles, as well as regular traffic. As a result, the existing roadway needed to be widened, requiring additional fill material, culvert extensions, and additional asphalt pavement to achieve the minimum travel surface. The extended roadway into the Columbia

Victoria McKinney
January 6, 2026
Page -2-

View Estates Subdivision was constructed to match the existing roadways within the Columbia View Estates Subdivision.

Tabulation of Work Items

In accordance with the bid items for the project, the following cost items are tabulated herein. These bid items are primarily for the work to install the water line to provide additional capacity to the Columbia View Estates Subdivision. The tabulation also includes earthwork to widen and pave a short section of roadway in the Columbia View Estates Subdivision east of the Alkali Ridge Subdivision. The work required to increase the water system capacity was covered by bid items with the price established by the contractor with the lowest bid. This work resulted in the majority of the reimbursement costs. The cost to widen the roadway was negotiated at a fair price by change order, except for the paving work, which was also covered by bid prices. The breakdown of items follows.

Work Item	Unit Cost	Total Units	Total Cost
12-inch Water Line	\$110 per foot	225 feet	\$24,750.00
12-inch Valve	\$5,100 each	2	\$10,200.00
8-inch Water Line	\$45 per foot	1,100 feet	\$49,950.00
8-inch Valve	\$3,000 each	4	\$12,000.00
Connection to Existing Line	\$3,860 each	2	\$7,720.00
Asphalt Pavement	\$146.11 per ton	20 tons	\$2,922.20
Earthwork and Culvert Extension for Roadway Widening	\$7,720.00 all required	Lump sum	\$7,720.00
TOTAL			\$115,262.20

Summary of Total Reimbursement Costs

The total reimbursement cost to be paid by the City to the Port of Arlington is \$115,262.20 as shown above. If the City has any questions or would like additional information, please let us know.

BDB/cjh

File No. 42-82-02 and 41-14-055

McKinney_Arlington_AlkaliRdgSubReimbur_42-82-002.docx

PRESS RELEASE – PORT OF ARLINGTON – ALKALI RIDGE – January 13, 2026

Port of Arlington is pleased to announce **Alkali Ridge Subdivision** in Arlington, Oregon. **Alkali Ridge** has a variety of development options with fantastic Columbia River views. Seventeen new residential lots are available with 2,400 feet of new roadway connections.

Alkali Ridge began by priority and commitment for workforce housing in Gilliam County. The Port demonstrates stewardship to invite growth and to welcome needed expansion. Our primary goal is economic development, and workforce housing is a key element.

Port of Arlington, Gilliam County, Avangrid, Business Oregon provided project funding. Our partnerships helped to buy-down the cost of overall investment and to establish reasonably priced lots that will attract interest and allow for more affordable construction.

Port of Arlington coordinated with the City of Arlington during planning and development. The Port purchased more land for the entry street, to assure better flow and connectivity. City of Arlington collaborated on waterlines and widened entry to Columbia View Estates.

Bolen Construction LLC built the subdivision in 2025 with engineering by Anderson-Perry. Infrastructure installation of water, sewer, power, and streets provides vastly improved looped-street access, coupled with ample buffering and enhanced value for existing lots.

“All of our projects happen by working together,” said Jed Crowther, Executive Director. “We can achieve progress and possibility – even plan and build a subdivision – together.” “The next phase of development may involve leveling and fill for more site preparation.”

“This is an amazing accomplishment to create new residential lots for workforce housing,” added Leah Shannon, Port Board President. “We see it as an investment in our future.”

Active marketing will be performed by Tiffani Deal, LandWise Real Estate Advisors, LLC in close coordination with the Port of Arlington. Come see our dynamic new development!

Contact Info

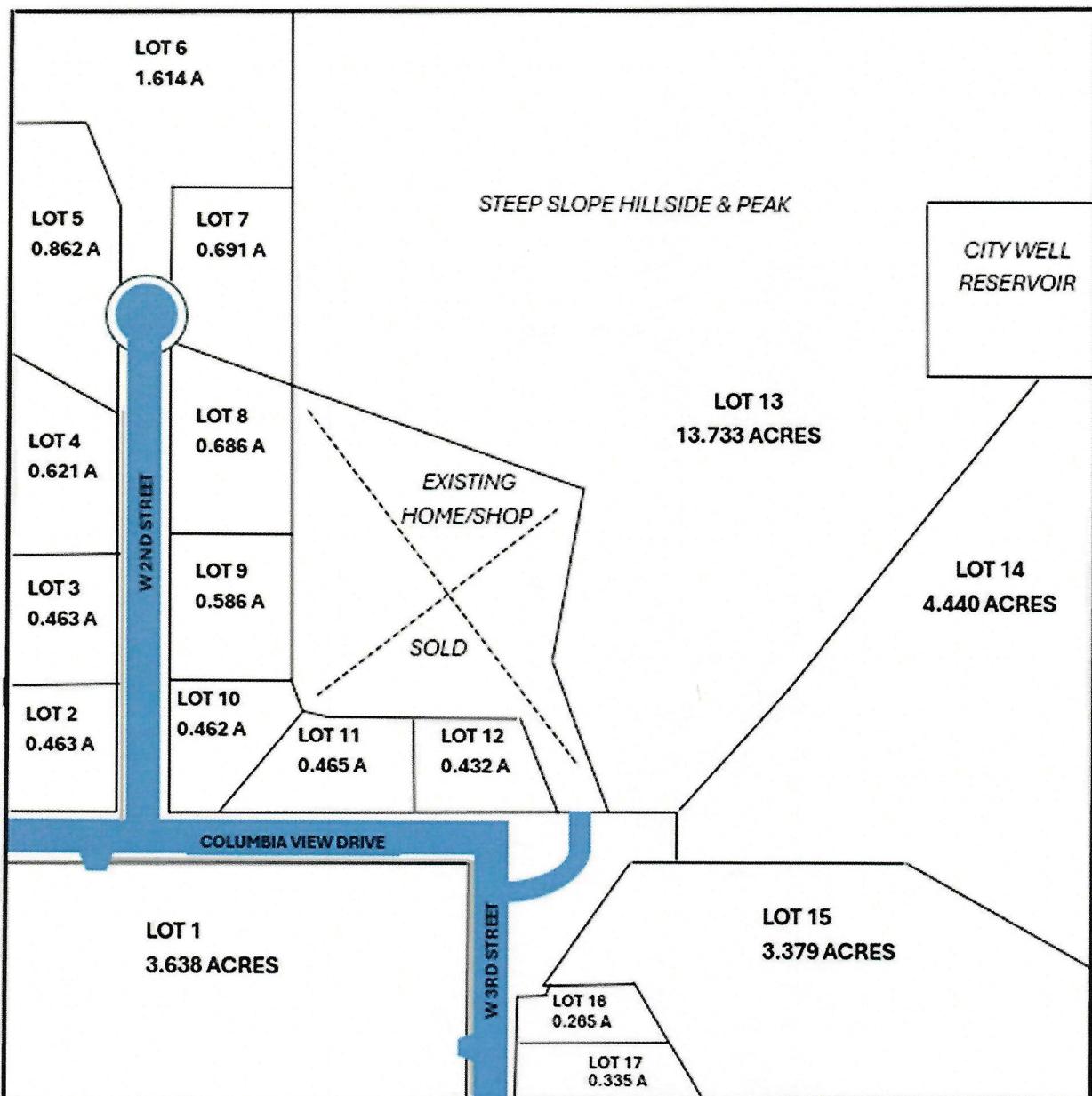
Jed Crowther
Port of Arlington
(541) 705-2004
Jed.Crowther@PortofArlington.com
www.PortofArlington.com

Tiffani Deal
LandWise Real Estate Advisors, LLC
509.366.2195
tiffani@landwiserea.com
www.landwiserea.com

ALKALI RIDGE – Excellent Panoramic Views facing North to the Columbia River



ALKALI RIDGE – Plat Diagram



ALKALI RIDGE – Newly Paved Streets and Sidewalks Installation, facing South



W 3rd Street Entry from Main Street



W 2nd Street uphill to new cul-de-sac

**PORT OF ARLINGTON
PRE-CONSTRUCTION CONSULTING SERVICES CONTRACT**

This Pre-Construction Consulting Services Contract (“Contract”) is entered into between the Port of Arlington, an Oregon municipal corporation (“Port”) and LandWise LLC, an Oregon limited liability company (“Consultant”). Consultant agrees to perform the Scope of Work described in attached Exhibit A to Port’s satisfaction for a maximum consideration not to exceed Thirty Thousand and No/Dollars (\$30,000.00) for the completion of all tasks specified in Exhibit A, Section I. Scope of Work. Port shall pay Consultant in accordance with the schedule and/or requirements in attached Exhibit A.

Consultant’s Contract Administrator
for this Contract is:
Angie Sullivan, [Title]
LandWise LLC
P.O. Box 146
Pendleton, OR 97801
Phone: (509) 316-8140
Email: Angie@LandWise.pro

Port's Contract Administrator
for this Contract is:
Jed Crowther, Executive Director
Port of Arlington
P.O. Box 279
Arlington, OR 97812
Phone: (541) 705-2004
Email: Jed.Crowther@portofarlington.com

RECITALS

- A. The Port issued a Request for Proposals for Realty Marketing Services posted on August 21, 2025 (the “RFP”) for the purpose of seeking professional marketing and outreach services to real estate developers and home builders for the Port’s Alkali Ridge Subdivision located in Arlington, Oregon.
- B. Consultant responded to the Port’s RFP and was selected by the Port’s Board of Commissioners to be awarded this Contract. Consultant attended the Port Commission meeting on October 9, 2025 and thereafter Port and Consultant further refined Consultant’s scope of work necessary to effectively market the Port’s Alkali Ridge Subdivision property, including the addition of certain “pre-construction tasks” such as coordinating land surveying, design and value engineering, and platting. The foregoing pre-construction tasks are in addition to the marketing, outreach and promotional efforts that Consultant will undertake pursuant to services solicited in the RFP.
- C. This Contract is subject to Oregon’s Public Contracting Code as set forth in the Oregon Revised Statutes (“ORS”) Chapters 279A through 279C, as applicable, because (i) the Port is an Oregon special district, governed by Oregon Revised Statutes (“ORS”) Chapter 777; and (ii) the Port’s Alkali Ridge Subdivision project is a ‘public improvement’ per ORS 279A.010(cc) and Consultant’s responsibilities fall within the definition of ‘related services’ per ORS 279C.100(8).
- D. The Port, by and through its Board of Commissioners, may contract for professional services, including the Pre-construction Tasks, to assist the Port in carrying out the marketing and

sale of the Alkali Ridge Subdivision lots. Port's Executive Director, Jed Crowther, will be Consultant's primary contact in regard to the services rendered to Port under this Agreement.

E. The Port desires to avail itself of the consulting services of Consultant with respect to the pre-construction and marketing services for the Port's Alkali Ridge Subdivision project, and Consultant is willing, upon the terms and conditions set forth herein, to provide such services.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Contract Term and Renewal. This Contract shall be in effect from the date at which every party has signed this Contract (the "Effective Date"). Unless extended or terminated earlier in accordance with its terms, this Contract terminates on the annual anniversary of the Effective Date (the "Expiration Date"). Port and Consultant may, by a written amendment to this Contract signed by both parties, extend the term of this Contract beyond the Expiration Date for a mutually agreed upon period of time.

2. Termination. Either Consultant or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving fifteen (15) days written notice to Consultant at Consultant's address/email listed above. Upon receipt of the Port's notice of termination, Consultant shall complete any tasks then in progress, but not start any new tasks. The "Termination Date" will be the fifteenth (15th) day after the Port's written notice is delivered to Consultant. If Port terminates this Contract, Consultant shall only receive compensation for work done and expenses owed to Consultant prior to the Termination Date.

If compensation for work done and expenses owed to Consultant on either the Expiration Date or the Termination Date is less than the Retainer paid to Consultant, Consultant shall return the excess balance of the Retainer, less compensation for work done and expenses owed to Consultant, to Port within fourteen (14) days of the Expiration Date or termination date. If compensation for work done and expenses owed to Consultant on either the Expiration Date or the Termination Date is greater than the Retainer paid to Consultant, then within fourteen (14) days of the Expiration Date or Termination Date, Consultant will provide Port with an itemized invoice of the balance owed and Port will remit payment to Consultant pursuant to the payment terms set forth in Exhibit A.

The expiration or termination of this Contract will not extinguish or prejudice Port's right to enforce this Contract with respect to any default by Consultant that has not been cured.

3. Work Product. All work product of the Consultant, which result from this Contract, are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Consultant which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment.

4. Consultant Standard of Service. Consultant will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Consultant's industry, trade or profession. Consultant will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.

5. Consultant as Independent Contractor. Consultant certifies that Consultant is an "Independent Contractor" as defined in ORS 670.600 and shall be entitled to no compensation other than that stated in the preamble above and set forth in Exhibit A. Consultant is responsible for all federal or state taxes applicable to compensation or payments paid to Consultant under this Contract and, unless required by applicable law, Port will not withhold from such compensation or payments any amount to cover Consultant's federal or state tax obligation. Consultant is not an employee of the Port of Arlington. Consultant is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Consultant under this Contract.

6. Consultant Representations. Consultant acknowledges that Port is an Oregon municipal corporation required to adhere to certain mandatory provisions set forth in Oregon's Public Contracting Code (Oregon Revised Statutes ("ORS") Chapters 279A-C). In compliance therewith, and by execution of this Contract, Consultant represents and agrees to the following:

6.1. Consultant shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.

6.2. Consultant certifies under penalty of perjury that to the best of Consultant's knowledge, Consultant is not in violation of any tax laws described in ORS 305.380(4), and Consultant has not discriminated against minority, women, or small business enterprises in obtaining any required subcontract.

6.3. Consultant shall make payment promptly, as due, to all persons supplying labor or material for the work provided for in this Contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

6.4. Consultant shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from Consultant or any subcontractor in connection with the performance of the Contract.

6.5. Consultant shall not permit any lien or claim to be filed or prosecuted against the Port due to any labor or material furnished by Consultant. Consultant shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify, and hold Port harmless from any such lien or claim.

6.6. Consultant agrees to have an employee drug-testing program in place at the time of executing the Contract, and that such program will be maintained throughout the Contract term, including any extensions. Failure of Consultant to have or maintain such a drug testing program is grounds for immediate termination of the Contract. Consultant shall require each subcontractor providing labor for the project to also comply with this drug testing program requirement.

6.7. If Consultant fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Consultant, or a subcontractor hired by Consultant, by any person in connection with the Contract as such claim becomes due, Port may pay such claim to the person

furnishing the labor or services and charge the amount of the payment against funds due or to become due to Consultant under this Contract. The payment of a claim in the manner authorized hereby shall not relieve the Consultant or its surety from the obligation with respect to any unpaid claim. If Port is unable to determine the validity of any claim for labor or services furnished, Port may withhold from any current payment due Consultant an amount equal to said claim until its validity is determined, and until the claim, if valid, is paid by the Consultant or Port. There shall be no financial acceptance of the work under the Contract until all such claims have been resolved.

6.8. Consultant shall make payment promptly, as due, to any person, co-partnership, association, or corporation furnishing medical, surgical, hospital, or other needed care and attention, incident to sickness or injury, to Consultant's employees, of all sums which the Consultant agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing payment for such service.

6.9. For all public contracts, with certain exceptions listed below, Consultant shall not employ an employee for more than ten (10) hours in any one (1) day, or forty (40) hours in any one week except in case of necessity, emergency, or where public policy absolutely requires otherwise, and in such cases Consultant shall pay the employee at least time and a half for: (a) all overtime in excess of eight (8) hours a day or forty (40) hours in anyone week when the work week is five (5) consecutive days, Monday through Friday; (b) all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four (4) consecutive days, Monday through Friday; (c) all work performed on the days specified in ORS 279C.540; (d) Consultant shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the Contract and that a failure to comply is a breach that entitles the contracting agency to terminate the Contract for cause; and (e) Consultant may not prohibit any of Consultant's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee of another person.

6.10. Consultant must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

6.11. The hourly rate of wage to be paid by Consultant (or any subcontractor hired by Consultant to perform work under this Contract, if any) to workers on all public works shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor if performed, in accordance with ORS 279C.800 - 279C.870.

6.12. Consultant, (or any subcontractor hired by Consultant to perform work under this Contract, if any) and all employers working under the Contract are employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

6.13. Consultant shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities that have enacted such laws or regulations is found in the Oregon Attorney General's Model Public Contract Rules Manual.

6.14. Consultant agrees to not assign this Contract or any payments due hereunder without Port's prior written approval.

6.15. Consultant agrees to make all provisions of this Contract applicable to every subcontractor hired by Consultant to perform work under this Contract, if any.

6.16. Port will not be responsible for any losses or unanticipated costs suffered by Consultant as a result of Consultant's failure to obtain full information in advance in regard to all conditions pertaining to the work.

6.17. Consultant certifies that they, their employees, and agents, have all necessary licenses, permits, or certificates of registration (including Construction Contractors Board registration or Landscape Contractors Board license, if applicable), necessary to perform the work required under this Contract and further certifies that all subcontractors, if any, have all necessary licenses, permits, or certificates before performing any work. Failure of Consultant to have or maintain such licenses, permits, or certificates is grounds for immediate termination of this Contract.

6.18. The person signing this Contract below on behalf of Consultant warrants they have authority to sign for and bind Consultant.

7. Indemnification. Consultant shall indemnify, defend, save, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Consultant or its sub-Consultants, agents or employees under this Contract. Consultant shall provide insurance in accordance with attached Exhibit B.

8. Miscellaneous Provisions.

8.1. Records Maintenance; Access. Consultant shall maintain all financial records relating to this Contract in accordance with generally accepted accounting principles. In addition, Consultant shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Consultant, whether in paper, electronic or other form, that are pertinent to this Contract ("Records") in such a manner as to clearly document Consultant's performance. Consultant acknowledges and agrees that Port and their duly authorized representatives will have access to such financial records and other Records that are pertinent to this Contract, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Consultant shall retain and keep accessible all such financial records and other Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

8.2. Foreign Contractor. If Consultant is not domiciled in or registered to do business in the State of Oregon, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Consultant shall demonstrate its legal capacity to perform the Services under this Contract in the State of Oregon prior to entering into this Contract.

8.3. Force Majeure. Neither Port nor Consultant may be held responsible for delay or default caused by fire, riot, pandemic, acts of God, terrorist acts, or other acts of political sabotage,

or war where such cause was beyond the reasonable control of Port or Consultant, respectively. Consultant shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

8.4. Survival. All rights and obligations cease upon termination or expiration of this Contract, except for the rights and obligations and declarations which expressly or by their nature survive termination of this Contract, and provisions regarding Contract definitions, warranties and liabilities, independent contractor status and taxes and withholding, maximum compensation, Consultant's indemnity, ownership and license of intellectual property and Deliverables, Consultant's representations and warranties, control of defense and settlement, remedies, return of Port property, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, headings, and integration.

8.5. Time is of the Essence. Consultant agrees that time is of the essence under this Contract.

8.6. Notice. Except as otherwise expressly provided in this Contract, any notices to be given hereunder must be given in writing by email, personal delivery, or mailing the same, postage prepaid, to Consultant or Port at the email address, postal address or telephone number set forth in this Contract, or to such other addresses or numbers as either party may indicate pursuant to this Section 8.6. Any communication or notice so addressed and mailed is effective five business days after mailing. Any communication or notice given by personal delivery is effective when actually delivered. Any notice given by email is effective when the sender receives confirmation of delivery, either by return email, or by demonstrating through other technological means that the email has been delivered to the intended email address.

8.7. No Third Party Beneficiaries. Port and Consultant are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives, is intended to give, or may be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

8.8. Severability. The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

8.9. Merger Clause; Waiver. This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract will bind the parties unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of Port to enforce any provision of this Contract in one instance will not constitute a waiver by Port of its right to enforce that or any other provision.

8.10. Amendments. No amendment to this Contract is effective unless it is in writing signed by the parties, and has been approved as required by applicable law.

8.11. Counterparts. This Contract may be executed in several counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed constitutes an original.

8.12. Effect of Captions. Captions of the paragraphs of this Contract are for convenience and reference only. The words contained in the captions shall be in no way be held to explain, modify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.

8.13. Further Assurances. Consultant and Port agree to execute such additional documents as may be reasonable and necessary to carry out the provisions of this Contract.

8.14. Oregon False Claims Act. Consultant acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Consultant pertaining to this Contract, including the procurement process relating to this Contract, that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Contract, Consultant certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Contract. In addition to other penalties that may be applicable, Consultant further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Consultant. Consultant understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State or Client under this Contract or any other provision of law.

8.15. Certifications. The individual signing this Contract on behalf of Consultant hereby:

8.15.1. Certifies and swears under penalty of perjury to the best of the individual's knowledge that: (a) Consultant is not subject to backup withholding because (i) Consultant is exempt from backup withholding, (ii) Consultant has not been notified by the IRS that Consultant is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Consultant that Consultant is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of Consultant, s/he has authority and knowledge regarding Consultant's payment of taxes, and to the best of her/his knowledge, Consultant is not in violation of any Oregon tax laws, including, without limitation, those tax laws listed in ORS 305.380(4), ORS 320.005 to 320.150, 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323, and local taxes administered by the Oregon Department of Revenue under ORS 305.620; (c) Consultant is an independent contractor as defined in ORS 670.600; and (d) the supplied Consultant tax identification numbers are true and accurate;

8.15.2. Certifies that, to the best of the undersigned's knowledge, as described in ORS 279A.110, Consultant has not discriminated against and will not discriminate against any disadvantaged business enterprise, minority-owned business, woman-owned business, business that service-disabled veteran owns or emerging small business certified under ORS 200.055 in obtaining any required subcontracts;

8.15.3. Certifies that Consultant has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Consultant agrees, as a material term of the Contract, to maintain the policy and practice in force during the entire Contract term.

8.15.4. Certifies that the information provided on the attached Exhibit C, Independent Contractor Certification, is true and correct as of the Effective Date; and

8.15.5. Certifies that Consultant and Consultant's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treasury.gov/ofac/downloads/sdnlist.pdf>.

8.16. Governing Law and Venue. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Gilliam County Circuit Court in Condon, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.

IN WITNESS WHEREOF, the parties execute this Contract as of the dates set forth below their respective signatures.

CONSULTANT
LandWise LLC,
an Oregon limited liability company

PORT
Port of Arlington,
an Oregon municipal corporation

By: _____

By: _____

Name: _____

Name: Jed Crowther

Title: _____

Title: Executive Director

Date: _____

Date: _____

PRE-CONSTRUCTION CONSULTING SERVICES CONTRACT

EXHIBIT A

I. SCOPE OF WORK:

Pursuant to the terms set forth in the Contract, Port engaged Consultant and Consultant accepted such engagement and agrees to provide Port, during the term of the Contract, with the services described in this Exhibit A, Section I (the "Scope of Work") with respect to the pre-construction and marketing services for the Port's Alkali Ridge Subdivision project (the "Services"). Consultant shall perform the Services and deliver to Port the deliverables ("Deliverables") set forth in Exhibit A, Section II below.

Task 1: LAND EVALUATION | Pre-purchase

- a. Determine entitlement process requirements per jurisdictional guidelines.
- b. Obtain the local Comprehensive Plan – Zoning (Vision for 5-year period).
- c. Determine if property is located within UGB-City Limits/Annexation. If not, determine what the process requires, associated costs, and the timeline.
- d. Preliminary meeting with engineer to review the site for advantages and challenges.
- e. Work hand in hand with geotechnical experts to determine soil types, water table, rock, etc.
- f. Research the utilities to find availability, depth, sizes, etc. for water, sanitary sewer, stormwater, irrigation, etc.
- g. Obtain and familiarize ourselves with all building codes and public works codes for governing agencies.
- h. Obtain all associated plat maps (if available).
- i. Meet with local contractors and suppliers for current and applicable unit pricing.
- j. Meet with the utility companies, districts and/or municipalities (water, sewer, power, fiber, internet, gas, etc.).
- k. Determine average cost per lot for area.
- l. Determine the obstacles and determine the proper navigation to resolve.
- m. Know and understand the AMI and the market needs of the area.
- n. Prepare a preliminary proforma including cost vs market revenue to ensure a 30% to 40% margin.
- o. Meet projected buyers/builders to understand their needs and wants for building envelope and the final product.

With this information LandWise can put together a preliminary construction cost estimate. This will greatly assist us in determining whether a project is worth purchasing. It greatly reduces risk.

Task 2: THE PROJECT REVIEW | Preliminary Budget

- a. Assist engineering to incorporate efficient construction methodology for tasks such as lot grading and trench spoils. The ultimate design is to provide high-quality, budget-wise

lots that meet the end-user's needs. Our focus is to save money and time before the sitework contractor mobilizes to the project. This prevents costly change orders.

- b. Meet with municipalities regarding scheduling, inspection requirements and costs.
- c. Review with the sitework contractor's construction budgets.
- d. Meet with you (our client) and/or buyers/builders to negotiate prices, terms and conditions for lot sales.
- e. Budget Breakdown accurately, including land acquisitions and lot sales.
- f. Revise the preliminary proforma with actual hard and soft projected costs.
- g. Full takeoff with CAD/PDF to verify quantities.

With this type of teamwork, LandWise provides value engineering and laser-focus on cost reduction due to redesign or problems once the project has started. This in turn will expedite the overall process from start to finish.

Task 3: PROJECT MANAGEMENT

- a. Focus on 'Completion Date Scheduling" utilizing the Vertical Scheduling System, which we have designed. We are always mindful of the Time Value of Money contractors.
- b. Work shoulder-to-shoulder with the engineer during construction to solve problems quickly should they arise.
- c. Conduct weekly meetings with the contractor (and the engineer as necessary) to ensure the project is built with the highest quality workmanship and integrity so the project is built on time and on budget.
- d. Cost Tracking throughout the entire project.
- e. Verify proforma compliance with job costing and marketing analysis.
- f. Coordinate and conduct inspections as necessary.

Completion Date Scheduling is more important than start date scheduling, start date scheduling is important to the contractor, and completion date scheduling is important to the owner and lets them know exactly when the project will be finished, and cost of money carried.

Task 4: PLAT RECORDING

- a. Take the lead role in recording the projects. Providing all information to you and always keeping you informed.
- b. Provide all items required for achieving a speedy recording of the project, including meeting with municipalities, attending all city/planning council meetings, and following the paperwork through to the end.

This Contract specifically and intentionally excludes the MLS listing and marketing (but not the pre-construction tasks) of Alkali Ridge Subdivision Lots 2-12 and 15-17, which will be covered under the separate Realtor Listing Fee Agreement with LandWise Real Estate Advisors, LLC.

II. DELIVERABLES AND TIMEFRAME:

The deliverable(s) covered under this Contract shall be:

1. **Memo #1** – re: Planning/Zoning/Comp Plan.
2. **Memo #2** – Engineer Preliminary Meeting re: geo-tech, utilities, building codes, plat maps.
3. **Memo #3** – Contractors/Suppliers Meetings re: current and applicable unit pricing.
4. **Memo #4** – Utility Providers review and coordination.
5. **Memo #5** – Average lot cost review, obstacles/navigation to resolve.
6. **Report #1**
 - A. Budget Breakdown
 - B. Value Engineering
 - C. AMI and Market Needs
 - D. Preliminary Proforma
 - E. Full Takeoff
7. **Memo #6** – Projected Buyer/Builder Meetings review.
8. **Memo #7** – Completion Date Scheduling, Cost Tracking, Plat Recording.

The due dates for the deliverable(s) shall be: July 1, 2026

III. CONSIDERATION:

A. Fees. Consultant will be paid the hourly rate of \$150/hour, for a maximum budget not to exceed Thirty Thousand and No/Dollars (\$30,000.00). Consultant's time will be billed on a time and materials basis, with a goal of spending only what is needed to create the Deliverables, and revise and finalize those Deliverables as needed. Work will proceed only as authorized by the Port.

B. Expenses. Consultant will be reimbursed at their cost for printing/drawing expenses, permits, advertising fees and mileage for travel at the then applicable IRS set mileage reimbursement rate. All reimbursable expenses must be pre-approved by the Port in writing prior to the expenditure. Consultant shall bear the cost of its own administrative and other expenses, including employment expenses, which include but are not limited to salaries, wages, payroll taxes, cost of employee benefit plans and temporary help expenses, rent, telephone, utilities and other office expenses, travel and travel related expenses, other than mileage costs for pre-approved travel, Consultant's own legal, accounting, and auditing expenses, and any other or miscellaneous expenses relating to Consultant's delivery of Services under this Agreement.

IV. BILLING AND PAYMENT PROCEDURE:

A. Retainer. Port will deliver a retainer in the amount of Twenty Thousand and No/Dollars (\$20,000.00) to Consultant upon execution of this Agreement. The retainer shall be applied toward the final invoice or credited against the total 3% sales commission fees payable to

Consultant for the sale of Alkali Ridge Subdivision Lot 1 pursuant to a separate listing agreement to be entered into by the parties at a later date.

Consultant shall submit to the Port for payment an itemized invoice in a form and with sufficient detail to determine the work performed, the number of hours worked at the applicable hourly rate, and the total amount requested. The invoice shall contain at a minimum:

- Invoice date
- Contract project title
- Record of hours worked, by whom and a brief description of activities
- Billing rate applied
- Description of reimbursable items

The Port shall process payment in its normal course and manner for Accounts Payable, net 30 days.

PRE-CONSTRUCTION CONSULTING SERVICES CONTRACT

EXHIBIT B

Insurance

Consultant shall obtain, at Consultant's expense, the insurance specified in this Exhibit B to perform under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Consultant shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State of Oregon and that are acceptable to Port. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Consultant shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Consultant, shall provide workers' compensation insurance as required by applicable workers' compensation laws for persons performing work under this Contract including Employers' Liability Insurance with limits not less than \$500,000 each incident. Consultant shall require and ensure that each of its subcontractors comply with these requirements.

PROFESSIONAL LIABILITY

Required by Port / Not required by Port

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract in an amount not less than \$5,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$5,000,000.00. If coverage is on a claims-made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage or the Consultant shall provide Tail Coverage as stated below.

COMMERCIAL GENERAL LIABILITY

Required by Port / Not required by Port

Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverage that is satisfactory to Port. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage. Coverage shall be written on an occurrence basis in an amount of not less than \$5,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$5,000,000.00.

AUTOMOBILE LIABILITY INSURANCE

Required by Port / Not required by Port

Automobile Liability Insurance covering all owned, non-owned, or hired vehicles for bodily injury and property damage in amounts customary for the industry.

ADDITIONAL INSURED

The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement shall include the Port of Arlington, and their officers, employees and agents as Additional Insureds but only with respect to Consultant's activities to be performed under this Contract.

TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Consultant shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of: (i) Consultant's completion and Port's acceptance of all Services required under this Contract; or (ii) the expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE

Consultant shall provide to Port Certificate(s) of Insurance for all required insurance before performing any Services required under this Agreement. The Certificate(s) shall list the Port of Arlington, and their officers, employees and agents as a Certificate holder and as Endorsed Additional Insured, specify that Consultant shall pay for all deductibles, self-insured retention and self-insurance, if any, that all coverage shall be primary and non-contributory with any other insurance and self-insurance, and confirm that either an extended reporting period of at least 24 months is provided on all claims made policies or that tail coverage is provided. As proof of insurance, Port has the right to request copies of insurance policies relating to the insurance requirements in this Agreement.

NOTICE OF CHANGE OR CANCELLATION

Consultant or its insurer must provide at least 30 days written notice to Port before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW

Consultant agrees to periodic review of insurance requirements by Port under this Contract and to provide updated requirements as mutually agreed upon by Consultant and Port.

PRE-CONSTRUCTION CONSULTING SERVICES CONTRACT

EXHIBIT C

Independent Contractor Certification

Consultant certifies they meet the following standards:

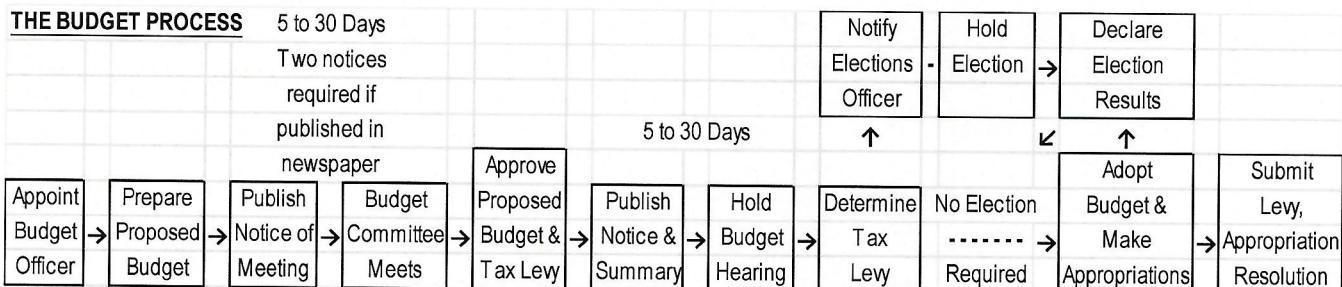
1. I am registered under ORS chapter 701 to provide labor or services for which such registration is required.
2. I have filed federal and state income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for labor or services performed as an independent contractor in the previous year.
3. I will furnish the tools or equipment necessary for the contracted labor or services.
4. I have the authority to hire and fire employees who perform the labor or services.
5. I represent to the public that the labor or services are to be provided by my independently established business as four (4) or more of the following circumstances exist. (Please check four or more of the following):
 - A. The labor or services are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.
 - B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership.
 - C. Telephone listing used for the business is separate from the personal residence listing.
 - D. Labor or services are performed only pursuant to written contracts.
 - E. Labor or services are performed for two or more different persons within a period of one year.
 - F. I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Consultant Signature: _____

Date: _____

Port of Arlington
2026-27 BUDGET CALENDAR

Appoint Budget Officer	January 15, 2026
Appoint Budget Committee Members	January 15, 2026
Adopt Budget Calendar	January 15, 2026
Publish 1 st Notice of Budget Committee Meeting	April 30, 2026
Publish 2 nd Notice of Budget Committee Meeting	May 7, 2026
Budget Committee Meeting	May 14, 2026
2 nd Budget Committee Meeting (If Necessary)	May 21, 2026
Publish Notice of Budget Hearing	May 28 and June 4, 2026
Budget Hearing	June 11, 2026
Enact Resolutions to:	
Adopt Budget	June 11, 2026
Make Appropriations	June 11, 2026
Impose and Categorize Taxes	June 11, 2026
Submit Tax Certification Documents to Assessor	July 10, 2026



**Port of Arlington
Budget Committee
2025-2026 Budget Year**

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