



Thursday, July 11, 2024, at 5:00 pm  
Location: Port of Arlington, 100 Port Island Rd, Arlington, OR

Join Zoom Meeting  
<https://us02web.zoom.us/j/9537854875>  
Meeting ID: 953 785 4875  
+16699006833,,85648511236# US (San Jose)  
+12532158782,,85648511236# US (Tacoma)

**Regular Commission Meeting Agenda**  
**Thursday, July 11, 2024**

1. **Call Meeting to Order**
2. **Public Comment on Non-Agenda Items**
3. **Consent Agenda:**
  - a. Approve Regular Meeting Minutes for June 13, 2024
  - b. Approve June 2024 Accounts Payable and Financials
4. **Annual Designations & Appointments**
  - A. **Monthly Meeting - Date, Time, and Place** (*Second Thursday at 5 pm*)  
(Primarily at Port of Arlington; Condon City Hall in March, June, and October)
  - B. **Newspaper of Record** (*Times-Journal*)
  - C. **Attorney of Record** (*Jaques Sharp, Anna Cavaleri*)
  - D. **Depository of Record** (*Bank of Eastern Oregon and LGIP*)
  - E. **Budget Officer for 2024-2025 Fiscal Year** (*Kayla Rayburn*)
  - F. **Port Commission – Election of Officers** (President, Vice-President, Secretary)  
*Current: President Leah Shannon, VP Ron Wilson, Secretary Kathryn Greiner*
5. **Director Report**
  - A. Willow Creek Industrial – Town Hall and Outreach Report
  - B. Columbia River Pump Station – Port/City Intergovernmental Agreement
  - C. Gravel Quarry – Additional Sales of Stockpiled Materials
  - D. Marina Walkway Paving Project Report
  - E. Insitu Building – Temporary Use by Sheriff Dept for Tactical Training Exercise
  - F. Other
6. **President Report**
7. **Commissioner Reports**
8. **Executive Session** (*Placeholder*) **ORS 192.660(2)(e)**: To conduct deliberations with persons designated by governing body to negotiate real property transactions.
9. **Decision or deliberations on Real Estate Transactions** (*Placeholder*).
10. **Next Meeting –**  
Commission Meeting – Thursday, August 8, 2024, at 5 pm at Port of Arlington, including Work Session by Points Consulting for the Willow Creek Plan.
11. **Adjourn Meeting**

**Port of Arlington Environmental Sentry Corp Meeting**

July 11, 2024 immediately following Port Meeting

1. Call Meeting to Order
2. Election of Officers (*Current: President Gibb Wilkins, VP Kip Krebs*)
3. Adjourn

# PORT OF ARLINGTON

## Balance Sheet

As of June 30, 2024

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
1000 Beginning Cash Drawer Funds	100.00
1001 Bank of E/O - Checking	48,474.60
1003 LGIP Investment A/C	759,775.70
1004 Reserve Fund	82,888.54
1005 Municipal Money Market Account	95,686.29
Port of Arlington (9413) - 1	749,274.94
<b>Total Bank Accounts</b>	<b>\$1,736,200.07</b>
Accounts Receivable	
1200 Accounts Receivable	-177,382.93
<b>Total Accounts Receivable</b>	<b>\$ -177,382.93</b>
Other Current Assets	
1201 AR Audit	16,474.51
1210 Property Tax Receivable	-1,907.23
1220 Grants Receivable	0.00
1230 Other Receivables	0.00
1235 POA Env Sentry Corp Receivable	0.00
1300 Prepaid Expense	5,718.75
1499 Undeposited Funds	0.00
<b>Total Other Current Assets</b>	<b>\$20,286.03</b>
<b>Total Current Assets</b>	<b>\$1,579,103.17</b>
Other Assets	
1006 Cash With County	721.40
<b>Total Other Assets</b>	<b>\$721.40</b>
<b>TOTAL ASSETS</b>	<b>\$1,579,824.57</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	4,927.49
2001 Transient Lodging Tax Payable	744.28
<b>Total 2000 Accounts Payable</b>	<b>5,671.77</b>

# PORT OF ARLINGTON

## Balance Sheet

As of June 30, 2024

	TOTAL
<b>Total Accounts Payable</b>	<b>\$5,671.77</b>
Other Current Liabilities	
2002 AP Audit	-2,724.48
2010 Other Payables	0.00
2100 Payroll Liabilities	79,009.59
408k SEP Co. Match	24,495.35
Dental Insurance	5,226.13
Federal Taxes (941/943/944)	3,854.90
Health Insurance	82,246.84
OR Employment Taxes	-333.26
OR Income Tax	1,047.81
OR Paid Family and Medical Leave	178.69
OR Statewide Transit Taxes	16.81
<b>Total 2100 Payroll Liabilities</b>	<b>195,742.86</b>
2110 Deferred Rev. - Property Taxes	3,642.20
2111 Direct Deposit Liabilities	-14,693.98
2120 Deferred Revenue	0.00
Direct Deposit Payable	0.00
Oregon Department of Revenue Payable	0.00
Out Of Scope Agency Payable	0.00
<b>Total Other Current Liabilities</b>	<b>\$181,966.60</b>
<b>Total Current Liabilities</b>	<b>\$187,638.37</b>
Long-Term Liabilities	
2200 OEDD - Marina	0.00
2300 OEDD - RV Park	0.00
<b>Total Long-Term Liabilities</b>	<b>\$0.00</b>
<b>Total Liabilities</b>	<b>\$187,638.37</b>
Equity	
3000 Opening Bal Equity	749,274.94
3110 Retained Earnings	908,722.24
Net Income	-265,810.98
<b>Total Equity</b>	<b>\$1,392,186.20</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$1,579,824.57</b>

PORT OF ARLINGTON

Transaction List with Splits

June 2024

DATE	TRANSACTION TYPE	NUM	POSTING	NAME	MEMO/DESCRIPTION	ACCOUNT	AMOUNT
1001 Bank of E/O - Checking							
06/18/2024	Bill Payment (Check)	10362	Yes	Anderson/Perry		1001 Bank of E/O - Checking	-
						2000 Accounts Payable	20,000.00
							-
							20,000.00
06/18/2024	Bill Payment (Check)	10363	Yes	Arlington Market		1001 Bank of E/O - Checking	-62.53
						2000 Accounts Payable	-62.53
06/18/2024	Bill Payment (Check)	10364	Yes	Blue Mountain Networks		1001 Bank of E/O - Checking	-129.29
						2000 Accounts Payable	-129.29
06/18/2024	Bill Payment (Check)	10365	Yes	Loop Net		1001 Bank of E/O - Checking	-79.00
						2000 Accounts Payable	-79.00
06/18/2024	Bill Payment (Check)	10366	Yes	Saif Corp.		1001 Bank of E/O - Checking	-2,031.41
						2000 Accounts Payable	-2,031.41
06/18/2024	Bill Payment (Check)	10367	Yes	SDIS		1001 Bank of E/O - Checking	-6,724.00
						2000 Accounts Payable	-6,724.00
06/18/2024	Bill Payment (Check)	10368	Yes	Arlington T.V. Coop		1001 Bank of E/O - Checking	-306.50
						2000 Accounts Payable	-306.50
2000 Accounts Payable							
06/17/2024	Bill		Yes	Blue Mountain Networks		2000 Accounts Payable	129.29
					email account/number forward	6117 GENERAL FUND EXPENSES:ADMINISTRATION EXPENSES:Materials and Services - AD:Telephone and Internet Srv.	129.29
06/17/2024	Bill		Yes	Saif Corp.	Proposal: 100058371 Workers compensation insurance	2000 Accounts Payable 6013 GENERAL FUND EXPENSES:ADMINISTRATION EXPENSES:Personal Services - AD:Workmens Compensation	2,031.41 2,031.41
06/17/2024	Bill		Yes	Anderson/Perry	Alkali Ridge Subdivision Design Engineering	2000 Accounts Payable 8432 ECON.DEVELOP.FUND EXPENSES:CAPITAL OUTLAY:Engineering & Surveying	20,000.00 20,000.00
06/17/2024	Bill		Yes	SDIS	Crowther	2000 Accounts Payable 6015 GENERAL FUND EXPENSES:ADMINISTRATION EXPENSES:Personal Services - AD:Employee Benefits Insurance	6,724.00 2,296.00
					Metzker	6015 GENERAL FUND EXPENSES:ADMINISTRATION EXPENSES:Personal Services - AD:Employee Benefits Insurance	1,159.00
					Rayburn	6015 GENERAL FUND EXPENSES:ADMINISTRATION EXPENSES:Personal Services - AD:Employee Benefits Insurance	3,269.00
06/17/2024	Bill		Yes	Arlington Market	Gatorade/creamer/TP/hand soap/misc.	2000 Accounts Payable 6112 GENERAL FUND EXPENSES:ADMINISTRATION EXPENSES:Materials and Services - AD:Office Supplies and Equipment	62.53 62.53
06/17/2024	Bill		Yes	Loop Net	advertisement	2000 Accounts Payable 8426 ECON.DEVELOP.FUND EXPENSES:MATERIALS AND SERVICES:Advertising & Marketing	79.00 79.00



# DIRECTOR REPORT

July 3, 2024

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## **5A Willow Creek Industrial Plan**

Points Consulting recently conducted a Town Hall and provided the Agency Outreach Report. A Work Session with Commissioners is scheduled during the August 8, 2024 Board Meeting.

## **5B Columbia River Pump Station**

The City Engineer previously outlined an area of Port property desired for a pump station. The Port is working to develop an Intergovernmental Agreement that would provide a brief Feasibility Period and Limited Access Agreement. This first step would allow for site review. Then, if proven successful, another Agreement will be prepared to establish long-term operations, with just compensation, and to properly acknowledge other value-added benefits by the Port.

## **5C Gravel Quarry**

Lease operator Levi Riggs wants to purchase some of our stockpiled materials at the Quarry, specifically pea gravel and 3/4" gravel chips. He is actively producing large volumes of gravel. These other materials will help fulfill mixed-product orders and he would pay fair market value. I fully support this request as it facilitates effective utilization of the quarry site and provides the Port additional revenue and solid return on investment of materials produced previously.

## **5D Marina Walkway Paving**

The Marina Walkway Paving was installed last month and finished nicely. Photos attached. Final Reports were filed with Army Corps of Engineers and Gilliam County Special Grants.

## **5E Insitu Building**

Temporary Use was requested by Gilliam County Sheriff Department for tactical training.

## **5F Other**

Events / Networking / Collaboration:

- Corps Inspection, June 6.
- Union Pacific Rail Crossing Closure, June 11-12.
- Legislator Meeting, June 13.
- Eastern Oregon Economic Development Summit in Hermiston, June 20-21.
- Town Hall for Willow Creek Industrial Plan by Points Consulting, June 26.
- Business Oregon Infrastructure Readiness Workshop in La Grande, June 27.
- Independence Day Parade in Condon, July 4.
- Partnerships for sponsoring activities with Cori Mikkalo.
- Alkali Ridge Subdivision Plans with Brad Baird.

5A

Points Consulting  
PO Box 8487  
120 Line St.  
Moscow, Idaho 83843  
208-596-5809  
points-consulting.com

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## Willow Creek Agency Outreach

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*For: The Port of Arlington*

*From: Points Consulting*

*Date: 6/28/2024*

## IV. Agency Outreach

Coordination between many agencies is essential for a successful development project. In an effort to facilitate such coordination, PC attempted to engage with and interview several parties to make connections between them and the Port. The connections would enable seamless information transfer for permits and project engagement. Key parties PC reached out to include the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) and the United States Army Corps of Engineers (USACE).

### Methodology

For each agency, PC first contacted individuals recommended by the Port. If the Port had no contacts for the agency, then web-based search efforts were made to determine the correct official for outreach. Using contact information from both the Port and PC's research, emails were sent to each agency requesting an interview to discuss the Willow Creek Site, to determine the processes the Port may need to go through, and who should be contacted going forward. If initial emails were not responded to, additional efforts were made to call the officials to set up an interview. If phone calls were not picked up, voicemails were left with the request and follow-up emails were sent to the official.

### Confederated Tribes of the Umatilla Indian Reservation

PC has a standing relationship with several members within CTUIR as we have completed several projects for them. Because of this relationship, CTUIR responded to our outreach and completed an interview. The most significant outcome of the conversation is that the Tribes still value the Willow Creek area as a fishing site. This indicates that attempting another barge dock development may not be feasible.

However, the project team has been connected with Buck Jones, one of the most significant fishery rights representatives for the Tribes in Oregon. The relationship between the Port and CTUIR is warming as well, citing the communication the Port Director has had with them. PC is also still working on getting connected to the appropriate contacts within CTUIR's Department of Natural Resources.

### United States Army Corps of Engineers

USACE has responded to the project team's outreach, and we are working on an interview for early July.

### Union Pacific Railroad

From other conversations throughout the project, Union Pacific Railroad (UPRR) seems to be very independent in their operations. This sentiment has been found by the project team as well with UPRR not responding to outreach. Our full outreach methodology was followed to no response. This could be a sign that using the railroad may not be a feasible option for development at Willow Creek. It's also possible that UPRR may not see a beneficial use for them at the site.

### Oregon House of Representatives

Outreach efforts are ongoing.



## **Gilliam County**

The highest traffic area for Gilliam County is the I-84 corridor on the north side of the county. With Willow Creek placed along that corridor, the project team sought a conversation from the county to assess needs and opportunities with the site. Following our full outreach methodology, we received no response from the county for this project.

## **City of Arlington**

After meeting with the city, it was clear one of its main needs was similar to that echoed by the Port: there is a lack of housing for workers to live in the area. At the same time, the city is focused on a project to develop a large site on the Arlington Mesa, a project the Port is partnering in. The development is said to need many construction workers, which will put further stress on the area's housing needs. To remedy this issue, the city is set to demolish the site of the old motel to create additional RV spots for the influx of workers.

A potential use for the Willow Creek Site that came out of the interview was connected to the development project on the mesa. If Willow Creek were slightly developed with infrastructure and platting, the Port could lease the land to the company that is set to develop on the mesa. The site may then be used as a lay down, storage, and/or repair area. If this direction was taken by the Port on Willow Creek, then they could potentially partner further with the city to advance the Arlington Mesa project.

## **Oregon Water District 21**

The Water District has responded to the project team's outreach, and we are working on an interview for early July.



## Jed Crowther

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**From:** Carson Valley <carson@points-consulting.com>  
**Sent:** Tuesday, July 2, 2024 3:35 PM  
**To:** Jed Crowther  
**Cc:** Brian Points  
**Subject:** Willow Creek Monthly Report

Hi Jed,

Here is PC's monthly report for the 7/11 Commissioners Meeting:

- Deliverable sent on 7/1, Agency Outreach
- The community outreach portion of the project was completed on 6/26, community townhall
- We met with CTUIR on 6/27
- We are still working on getting an interview with the Water Master and USACE
- We are adding a few more private stakeholders to reach out to
- We are aiming to send a short list of recommendations by late July or early August
  - We would like to present this content to the Commissioners at the August 8th Commissioners meeting as a workshop

Let me know if there are any questions, thank you.

Best,

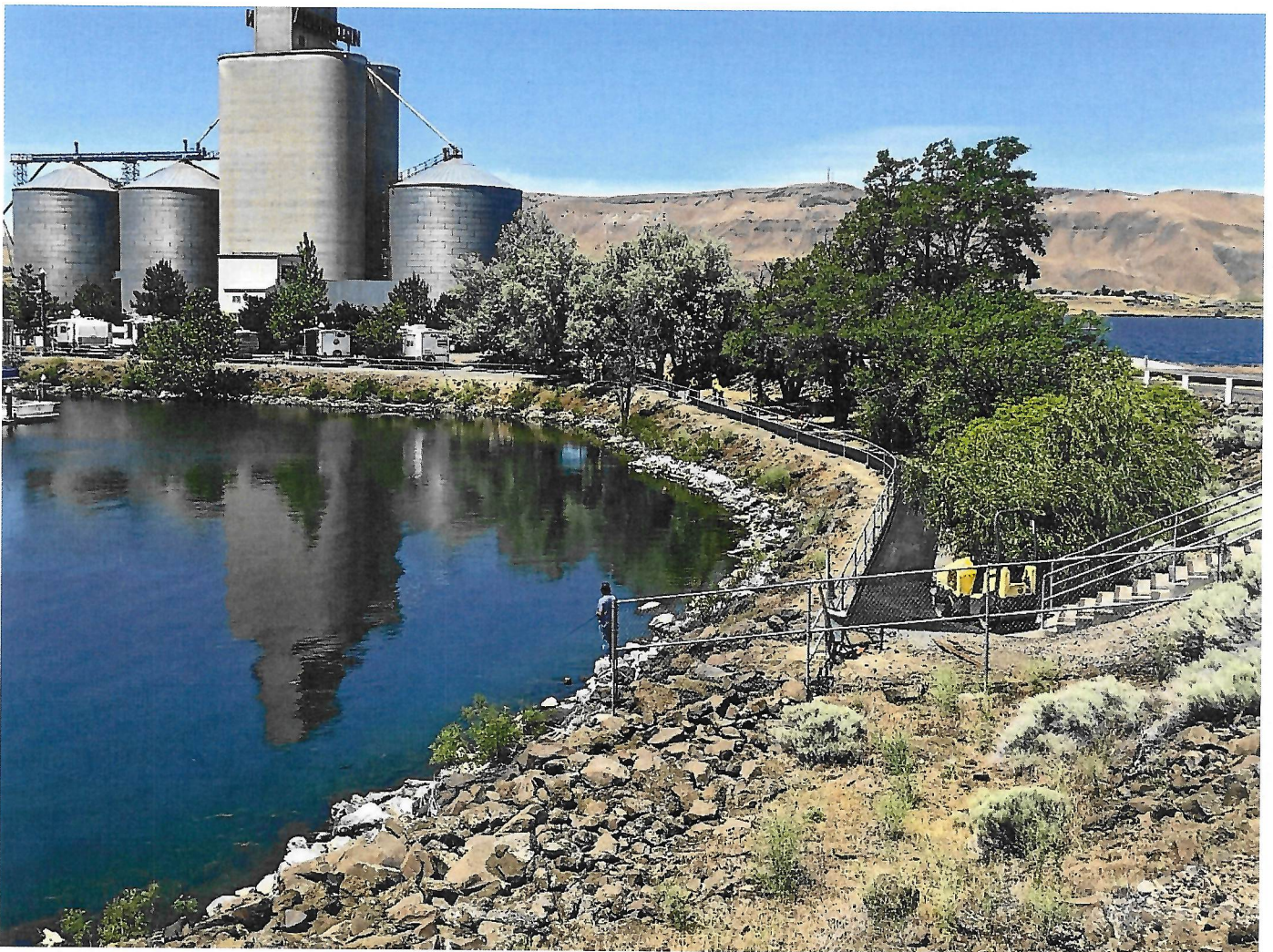
Carson Valley  
Economic Analyst



120 Line St  
Moscow, ID 83843  
carson@points-consulting.com  
(509) 999-4048

5D

# Port of Arlington Marina Walkway Paving June 2024





## Marina Walkway Paving Project – June 2024



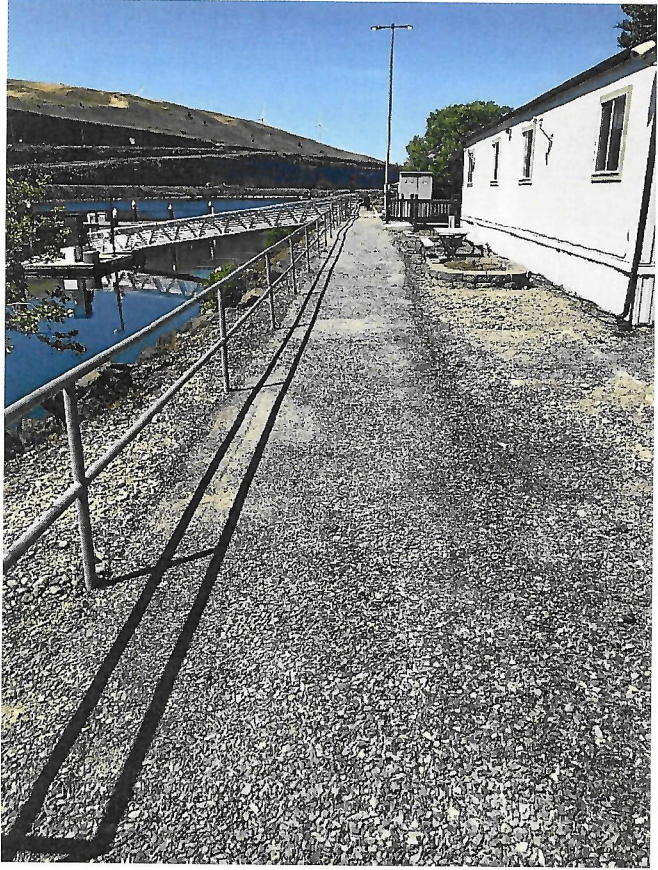


Sequence from Start and around Curve to Finish





Before and After Pictures – Preparation and Paving



5E

**LICENSE AGREEMENT**

Between the Gilliam County Sheriff’s Office and the Port of Arlington  
for use of real property (Insitu Building)

DATE: \_\_\_\_\_, 2024.

PARTIES: Gilliam County Sheriff’s Office (“Sheriff”)
P.O. Box 685
Condon, OR 97823

Port of Arlington, (“Port”)
a port district of the State of Oregon
P.O. Box 279
Arlington, OR 97812

RECITALS

- A. Port owns certain real property located at 1500 Airport Way, Arlington, Oregon, which consists of real property and a commercial building commonly referred to as the Insitu Building (the “Premises”).
- B. The Premises is unoccupied and Sheriff desires to use it on a temporary basis during the Term as defined hereinbelow, to conduct training exercises for the Sheriff’s Office.
- C. Port desires to allow Sheriff to use the Premises for training on a temporary basis during the Term as defined hereinbelow, and so long as it is not needed for Port use.

NOW, THEREFORE, in consideration of the mutual agreements of the parties, the parties agree as follows:

Section 1. Use of Premises: Sheriff may use the Premises for training on a temporary basis during the Term as defined hereinbelow, at times as mutually agreed to by Port and Sheriff. Communications establishing the mutually agreed upon time(s) Sherriff may use the Premises will be documented in writing, acknowledged and accepted by both Sherriff and the Port, not less than one (1) week prior to Sherriff’s use. Such written communications can be conducted via electronic mail sent to Port’s designated agent, Executive Director, Jed Crowther (email: [Jed.Crowther@portofarlington.com](mailto:Jed.Crowther@portofarlington.com)), and Sherriff’s designated agent, (Title) \_\_\_\_\_, (Name) \_\_\_\_\_ (email: (email address) \_\_\_\_\_).

Section 2. Effective Date, Term, and Termination. This Agreement becomes effective upon the last date of a party’s signature hereinbelow (the “Effective Date”); however, specific times for use by Sheriff shall be as mutually agreed pursuant to Section 1 of this Agreement. The term of this Agreement shall commence on the Effective Date and expire at 7:00 p.m. local time on Monday,

September 30, 2024 (the “Expiration Date”). This Agreement may be terminated prior to the Expiration Date by either party upon not less than ten (10) days prior written notice. Section 3. Terms of Use:

- A. The use of the Premises granted herein is a temporary license granted to Sheriff and shall not be construed as a lease or a conveyance of any right or interest in the Premises other than for the limited purpose stated herein.
- B. Port and Sheriff agree that this license is subject to and subordinate to all easements, conditions, agreements, and restrictions affecting the Premises and existing as of the Effective Date of this Agreement, as well as any easements, conditions, agreements, and restrictions affecting the Premises that the Port may enter into after the Effective Date of this Agreement. If the Port enters into any easements, conditions, agreements, or restrictions affecting the Sheriff’s use of the Premises after the Effective Date of this Agreement and throughout the Term of this Agreement, Port will provide Sheriff with reasonable, prior written notice of the easement(s), condition(s), agreement(s), or restriction(s) and Port will work with Sheriff to make reasonable accommodations to enable Sheriff’s use of the Premises subject to the new easement(s), condition(s), agreement(s), or restriction(s).
- C. Upon completion of Sheriff’s use of the Premises, Sheriff shall restore the Premises to the condition it was in prior to Sheriff’s use.
- D. The license granted hereunder shall not be assigned to any other party.

Section 4. No employee/employer relationship: The parties agree that this Agreement does not create an employee/employer relationship between the parties. No party is responsible to any other party for any federal or state taxes applicable to any compensation or payments made under this Agreement. Any services provided pursuant to this Agreement are not eligible for any Federal Social Security, unemployment insurance, or workers’ compensation benefits from any one party to any other party to this Agreement.

Section 5. Liability and Indemnification: Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney’s fees and costs) arising from the performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.

Section 6. Insurance: Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement, at levels necessary to protect against public body liability. This Agreement is expressly subject to the tort limits and provisions of the Oregon Tort Claims Act (ORS 30.260 to 30.300).

Section 7. Compliance with Laws: Each party agrees to comply with all local, State and Federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

Section 8. Attorney Fees: In the event of any action or proceeding to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, in addition to costs and disbursement, at arbitration, trial, and on appeal.

Section 9. Final Agreement; Modification: This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. Although this Agreement may be changed by subsequent review, amendment, or modification, such changes must be in writing and signed by both parties' duly authorized representatives.

Section 10. No Third Party Beneficiaries: This Agreement shall not create any rights or benefits to parties other than Sheriff and Port.

Section 11. Counterparts: This Agreement may be executed in one or more counterparts, including by signature pages delivered in electronic format, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**GILLIAM COUNTY SHERIFF'S OFFICE:**

\_\_\_\_\_  
By: Gary Bettencourt, Sheriff

Date: \_\_\_\_\_

**PORT OF ARLINGTON:**

\_\_\_\_\_  
By: Jed Crowther, Executive Director

Date: \_\_\_\_\_