

Thursday, September 14, 2023, 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, September 14, 2023

- 1. Call Meeting to Order
- 2. Public Comment on Non-Agenda Items
- 3. Consent Agenda:
 - a. Approve Regular Meeting Minutes for August 10, 2023
 - b. Approve August 2023 Accounts Payable and Financials
- 4. Director Report
- 5. President Report
- 6. Commissioner Reports
- 7. Executive Session, ORS 192.660(2)(e): To conduct deliberations with the persons designated by governing body to negotiate real property transactions.
- 8. Decision or deliberations on Real Estate Transactions (Placeholder).
- 9. Upcoming Meetings -

Commission Meeting – Thursday, October 12, 2023 at 5 pm at City of Condon. Joint Meeting with Gilliam County – Wednesday, October 18, 2023 at 1 pm in the Lower Conference Room of the Gronquist Building in Arlington.

10. Adjourn Meeting

Port of Arlington Environmental Sentry Corp Meeting

September 14, 2023 immediately following Port Meeting

- 1. Call Meeting to Order
- 2. Former Condon Grade School Remediation Brownfield Application Process A. Work Order Task 1, by Maul Foster and Alongi
- 3. Adjourn

Regular Commission Meeting August 10, 2023, MINUTES 5:00PM

Port Office, 100 Island Park Rd., Arlington, OR

1. The Port of Arlington Commission meeting was called to order at 5:01pm by President Shannon.

2. Present

President Leah Shannon and Vice President Ron Wilson; Commissioners: Gibb Wilkins, and Kip Krebs; Port Director, Jed Crowther and Administrative Assistant, Kayla Rayburn

3. Absent

Kathryn Greiner

4. Audience

Becky Bryant, Cori Mikkalo

5. Public Comment

none

6. Additions to the Agenda

none

7. Consent Agenda

- 7.1. Approve Regular Meeting Minutes for July 13, 2023
- 7.2. Approve July 2023 Accounts Payable and Financials

Motion: Wilkins moved and Krebs Seconded, to approve the Regular Meeting Minutes for July 13, 2023, and July 2023 Accounts Payable/Financials. The Motion passed unanimously.

8. Directors Report

8.1. Strategic Business Plan-Final Adoption

Crowther Welcomed Becky Bryant (Business Oregon) who helped with the grant for the Strategic Business Plan (SBP), and Cori Mikkalo who was hired to write the SBP. He wanted to thank and commend Cori for her work on this project, and what she produced. One item that Becky noticed that needed to be added, is a paragraph that Cori will add, which was Additional funding source, Business Oregon's Special public works fund.

Motion: Wilson moved, and Krebs seconded to adopt the Port of Arlington's 2023 Strategic Business Plan. The motion passed unanimously.

8.2. Willow Creek Technical Assistance Planning Grant

Outreach to the core and tribes for the location. Discussion regarding uses for the rail/freeway.

Motion: Wilkins moved, and Wilson seconded to approve contract No. 21-23-715-J with Business Oregon for the Willow Creek Planning Grant in the amount of \$50,000.00 and authorize Jed Crowther to sign associated documents.

15.2. Board Training Wed, Sept 13, 2023, from 9:00am to 2:00pm, at the Port of Morrow.							
16. Adjourn Meeting President Shannon adjourned The Regular Commissions meeting at 6:39pm.							
President Leah Shannon	Vice President Ron Wilson						

Bills and Applied Payments

August 2023

DATE	TYPE	MEMO/DESCRIPTION	NUM	AMOUNT	SPLIT
Arlington Hard					
08/08/2023	Bill Payment (Check)		10197	-262.90	1001 Bank of E/O - Checking
08/08/2023	Bill			262.90	-Split-
Arlington Mar	ket				
08/10/2023	Bill Payment (Check)		10206	-41.56	1001 Bank of E/O - Checking
08/09/2023	Bill			41.56	-Split-
A.P 1 T.V	0				
Arlington T.V. 08/10/2023	Bill Payment		10207	-306.50	1001 Bank of E/O - Checking
08/09/2023	(Check) Bill			306.50	-Split-
	rn Oregon - VISA Bill Payment	A	10213	-698 85	1001 Bank of E/O - Checking
	(Check)		10210		
08/16/2023	Bill			698.85	-Split-
City of Arlingt	on				
08/08/2023	Bill Payment (Check)		10198	-40.00	1001 Bank of E/O - Checking
08/08/2023				40.00	-Split-
Oits of Auliment					
City of Arlingt 08/10/2023	Bill Payment		10209		1001 Bank of E/O - Checking
08/09/2023	(Check)			1,607.33 1,607.33	-Snlit-
06/09/2023	DIII			1,007.55	Эрис
Ed Staub & S					
08/08/2023	Bill Payment (Check)		10199	- 3,846.50	1001 Bank of E/O - Checking
08/08/2023				3,846.50	6727-1 GENERAL FUND EXPENSES:MARINA:Materials & Services:Marina Fuel:Marina Gas
	rage Services LL	C	10017		1001 Park of E/O. Chapking
08/30/2023	Bill Payment (Check)		10217	3,783.39	1001 Bank of E/O - Checking
08/30/2023				3,783.39	-Split-
Gilliam Count	v Clerk				
	Bill Payment		10200	-197.80	1001 Bank of E/O - Checking
08/08/2023	(Check) Bill			197.80	6122 GENERAL FUND EXPENSES:ADMINISTRATION EXPENSES:Materials and Services - AD:Meetings and Elections
1100					
H2Oregon 08/08/2023	Bill Payment		10201	-12.00	1001 Bank of E/O - Checking
	(Check)		=	50	3

Bills and Applied Payments

August 2023

DATE	TRANSACTION TYPE	MEMO/DESCRIPTION	NUM	AMOUNT	
08/08/2023	Bill			12.00	6122 GENERAL FUND EXPENSES:ADMINISTRATION EXPENSES:Materials and Services - AD:Meetings and Elections
Hughes Netwo	ork System, LLC				
	Bill Payment (Check)		10202	-94.98	1001 Bank of E/O - Checking
08/08/2023	Bill			94.98	6117 GENERAL FUND EXPENSES:ADMINISTRATION EXPENSES:Materials and Services - AD:Telephone and Internet Srv.
08/16/2023	Bill Payment (Check)		10214	-94.98	1001 Bank of E/O - Checking
08/15/2023	Bill			94.98	6117 GENERAL FUND EXPENSES:ADMINISTRATION EXPENSES:Materials and Services - AD:Telephone and Internet Srv.
Loop Net	Dill Daymant		10000	70.00	1001 Book of E/O. Chooking
	Bill Payment (Check)		10203		1001 Bank of E/O - Checking
08/08/2023	Bill				8426 ECON.DEVELOP.FUND EXPENSES:MATERIALS AND SERVICES:Advertising & Marketing
08/16/2023	Bill Payment (Check)		10215	-79.00	1001 Bank of E/O - Checking
08/15/2023	Bill			79.00	8426 ECON.DEVELOP.FUND EXPENSES:MATERIALS AND SERVICES:Advertising & Marketing
Orogon Dontr	n't of Geology & I	Minoral Ind			
	Bill Payment	viinerai mu.	10218		1001 Bank of E/O - Checking
08/30/2023	(Check) Bill			1,200.00 1,200.00	GENERAL FUND EXPENSES:WILLOW CREEK QUARRY
Pacific Fire					
08/08/2023	Bill Payment (Check)		10204	-162.00	1001 Bank of E/O - Checking
08/08/2023	100 DEC	Jan, Feb, Mar.		162.00	8531 Gronquist Fund Expences:Materials and Services:Alarm Monitoring
SDIS					
08/10/2023	Bill Payment (Check)		10210	3,983.30	1001 Bank of E/O - Checking
08/09/2023	Bill	03-0016161		7,421.64	-Split-
The Times-Jo			1000-	001.5-	4004 B = 1 + (5/0 - 0) + 1 · · ·
	Bill Payment (Check)		10205		1001 Bank of E/O - Checking
08/08/2023	Bill	Legal Notices-Budget		291.00	6116 GENERAL FUND EXPENSES:ADMINISTRATION EXPENSES:Materials and Services - AD:Audit, Budget, Legal Notices
VanKoten & 0	Cleaveland LLC				
08/10/2023	Bill Payment (Check)		10208	- 1,820.51	1001 Bank of E/O - Checking
08/09/2023				1,820.51	-Split-

Profit and Loss

-		TOTAL		
	JUL 2023 - JUN 2024	JUL 2022 - JUN 2023 (PY)	% CHANGE	% OF INCOME
Income				
5000 ECONOMIC DEVELOP FUND RESOURCES	77.62			0.32 %
5031 Building Lease 11-002		162,838.78	-100.00 %	
5032 Building Lease 11-004		7,500.00	-100.00 %	
5033 Flex Bldg Lease	7,000.00	37,250.00	-81.21 %	28.43 %
5034 Taxes Collected for Triple Net	1,320.00	7,790.00	-83.06 %	5.36 %
Total 5000 ECONOMIC DEVELOP FUND RESOURCES	8,397.62	215,378.78	-96.10 %	34.10 %
5200 Gronquist Resources				
5203 Shannon Lease		15,750.00	-100.00 %	
5203-1 Richter Lease	1,500.00	9,000.00	-83.33 %	6.09 %
5203-3 Ricter's Property taxes	500.00	2,500.00	-80.00 %	2.03 %
5204 Colimbia Room Rental		790.00	-100.00 %	
5211 Office Space Lease #2		8,200.00	-100.00 %	
5212 Office Space Lease #3		12,750.00	-100.00 %	
Total-5200 Gronquist Resources	2,000.00	48,990.00	-95.92 %	8.12 %
GENERAL FUND RESOURCES				
4010 Taxes-Current		1,228.63	-100.00 %	
4011 Taxes-Prior	147.71	144,230.08	-99.90 %	0.60 %
4020 Interest - NOW Checking	31.78	380.74	-91.65 %	0.13 %
4021 Interest - Best A/C	321.94	2,637.57	-87.79 %	1.31 %
4022 Interest - LGIP A/C	834.67	28,975.63	-97.12 %	3.39 %
4030 Land Rental		1,650.00	-100.00 %	
4040 Management Fees		200.00	-100.00 %	
4050 Grain Elevator Lease Pymt		118,459.81	-100.00 %	
4110 Grants Income				
4113 Gilliam County Grant		15,375.00	-100.00 %	
Total 4110 Grants Income		15,375.00	-100.00 %	
4210 Marina Revenue	1,760.00	11,938.99	-85.26 %	7.15 %
4211 RV Park Revenues		266.22	-100.00 %	
4211-1 RV Park Monthly Rent	4,200.00	42,705.00	-90.17 %	17.06 %
4211-2 RV Park Weekly Rent	155.00	6,400.00		0.63 %
4211-3 RV Park Daily Rent	2,070.00	6,827.00		8.41 %
4211-4 RV Park Dry Camp	1,590.00	13,965.00		6.46 %
Total 4211 RV Park Revenues	8,015.00	70,163.22		

Profit and Loss

		TOTAL		
	JUL 2023 - JUN 2024	JUL 2022 - JUN 2023 (PY)	% CHANGE	% OF INCOME
4213 Marina Fuel Revenue	2,731.39	18,862.37	-85.52 %	11.09 %
4213-1 Diesel Sales		1,189.21	-100.00 %	
4213-2 Gasoline Sales		787.54	-100.00 %	
Total 4213 Marina Fuel Revenue	2,731.39	20,839.12	-86.89 %	11.09 %
4214 Marina Power and Water Revenue		1,016.25	-100.00 %	
4350 Willow Creek Lease Revenue		5,000.00	-100.00 %	
4400 Donations/Gifts		30.00	-100.00 %	
4211-6 shower Donation	6.00	315.84	-98.10 %	0.02 %
Total 4400 Donations/Gifts	6.00	345.84	-98.27 %	0.02 %
4500 Miscellaneous Income	100.00	1,331.50	-92.49 %	0.41 %
Beginning Fund Balance		38,043.20	-100.00 %	
Total GENERAL FUND RESOURCES	13,948.49	461,815.58	-96.98 %	-56.64 %
RESERVE FUND RESOURCES				
9002 Interest Earned Reserve Fund	278.88	2,284.80	-87.79 %	1.13 %
Total RESERVE FUND RESOURCES	278.88	2,284.80	-87.79 %	1.13 %
Total Income	\$24,624.99	\$728,469.16	-96.62 %	100.00 %
GROSS PROFIT	\$24,624.99	\$728,469.16	-96.62 %	100.00 %
Expenses				
6560 Payroll Expenses	70.00	228,273.89	-99.97 %	0.28 %
Company Contributions				
Health Insurance	13,457.38	6,728.69	100.00 %	54.65 %
Retirement	7,566.78	1,832.33	312.96 %	30.73 %
Total Company Contributions	21,024.16	8,561.02	145.58 %	85.38 %
Taxes	2,592.86	1,173.09	121.03 %	10.53 %
Wages	33,726.08	15,269.38	120.87 %	136.96 %
Total 6560 Payrell Expenses	-57,413.10	253,277.38	-77.33 %	233.15 %
8400 ECON.DEVELOP.FUND EXPENSES				
CAPITAL OUTLAY				
8431 Land Improvements/Development		801,036.24	-100.00 %	
8432 Engineering & Surveying		5,769.00	-100.00 %	
8435 Building Projects/Tenent Improv	4,443.68	11,882.00	-62.60 %	18.05 %
Total CAPITAL OUTLAY	4,443.68	818,687.24	-99.46 %	18.05 %
DEBT SERVICE				
8441 Loan - Principal	844.11	9,715.20	-91.31 %	3.43 %
8442 Loan - Interest	167.89	2,428.80	-93.09 %	0.68 %
Total DEBT-SERVICE	1,012.00	12,144.00	-91.67 %	4.11 %

Profit and Loss

		TOTAL		
	JUL 2023 - JUN 2024	JUL 2022 - JUN 2023 (PY)	% CHANGE	% OF INCOM
MATERIALS AND SERVICES		The state of the s		
8423 Legal Fees	1,428.00	1,470.00	-2.86 %	5.80 %
8424 Office Supplies & Equipment		284.69	-100.00 %	
8424-3 Consultant		12,000.00	-100.00 %	
8425 Utilities	252.00	417.00	-39.57 %	1.02 %
8426 Advertising & Marketing	158.00	1,146.00	-86.21 %	0.64 %
8426-1 Dues & Subscriptions		300.00	-100.00 %	
8429 Building Insurance		14,283.00	-100.00 %	
8430 City of Arlington Insitu Lease		3,600.00	-100.00 %	
8430-4 Property Taxes		22,575.26	-100.00 %	
Total MATERIALS AND SERVICES	1,838.00	-56,075.95	-96.72 %	7.46 2
PERSONNEL SERVICES				
8410 Officer		7,583.32	-100.00 %	
Total PERSONNEL-SERVICES		7,583.32	-100.00 %	
Total 8400 ECON.DEVELOP.FUND EXPENSES	7,293.68	894,490.51	-99.18 %	29.62 9
8500 Gronquist Fund Expences				
GRONQUIST CAPITOL OUTLAY				
8633 Grant Match Gilliam County		7,200.00	-100.00 %	
Total GRONQUIST CAPITOL OUTLAY		7,200.00	-100.00 %	
Materials and Services				
8521 Utilities	1,146.84	11,899.32	-90.36 %	4.66 9
8521-1 Credit Card Fees		16.69	-100.00 %	
8522 Office Supplies and Equitment	125.00	1,123.15	-88.87 %	0.51 %
8523 Legal Fees	42.00	966.00	-95.65 %	0.17 9
85230 Building Maintenance		5,533.12	-100.00 %	
8525 Dues / Subscriptions / Fees	20.00	151.10	-86.76 %	0.08 %
8527 Telephone and Internet	128.00	768.00	-83.33 %	0.52 %
8528 Supplies		505.45	-100.00 %	
8529 Fire Suppression System Inspec		868.23	-100.00 %	
8531 Alarm Monitoring	162.00	648.00	-75.00 %	0.66 %
8532 Pest Control / Fertilizer		396.48	-100.00 %	
Total Materials and Services	1,623.84	22,875.54	-92.90 %	6.59 9
Personnel Services				
8510-3 Maintenance	183.81	2,287.44	-91.96 %	0.75 %
Total Personnel-Services	183.81	2,287.44	-91.96 %	0.75 2
Total 8500 Gronquist Fund Expences	1,807.65	32,362.98	-94.41 %	7.34 9

Profit and Loss

		TOTAL		
	JUL 2023 - JUN 2024	JUL 2022 - JUN 2023 (PY)	% CHANGE	% OF INCOME
GENERAL FUND EXPENSES		439.06	-100.00 %	
ADMINISTRATION EXPENSES		1,794.25	-100.00 %	
6000 Personal Services - AD		10,577.41	-100.00 %	
6008 Port Manager		7,630.62	-100.00 %	
6009 Administrative Assistant		7,374.40	-100.00 %	
6011 Payroll Taxes - Staff		4,764.25	-100.00 %	
6012 Training		408.17	-100.00 %	
6013 Workmens Compensation		3,563.65	-100.00 %	
6015 Employee Benefits Insurance	14,843.28	107,714.27	-86.22 %	60.28
6016 Employee Benefits Retirement		3,619.91	-100.00 %	
Total 6000 Personal Services - AD	14,843.28	145,652.68	-89.81 %	60.28
6100 Materials and Services - AD				
6111 Utilities	204.00	3,620.67	-94.37 %	0.83
6112 Office Supplies and Equipment	3.16	3,840.32	-99.92 %	0.01
6113 Legal Fees	266.51	4,461.76	-94.03 %	1.08
6115 Dues, Subscriptions, Fees	25.46	4,709.89	-99.46 %	0.10
6115-1 Credit Card Fees	357.43	3,590.04	-90.04 %	1.45
Total 6115 Dues, Subscriptions, Fees	382.89	8,299.93	-95.39 %	1.55
6116 Audit, Budget, Legal Notices	291.00	620.50	-53.10 %	1.18
6117 Telephone and Internet Srv.	537.41	2,916.08	-81.57 %	2.18
6118 Advertising - AD	119.88			0.49
6119 Commissioner Fees/Expenses		1,551.84	-100.00 %	
6121 Donations	400.00	650.00	-38.46 %	1.62
6122 Meetings and Elections	319.25	569.89	-43.98 %	1.30
6123 Miscellaneous - AD	100.00	448.02	-77.68 %	0.41
6125 Training		75.00	-100.00 %	
6128 Staff Travel/Food/Lodging	561.00	268.56	108.89 %	2.28
6129 Postage		60.00	-100.00 %	
Total 6100 Materials and Services - AD	3,185.10	27,382.57	-88.37 %	12.93
6150 Capital Outlay - AD				
6154 Office Equipment	4,855.18	760.70	538.25 %	19.72
Total 6150 Capital Outlay - AD	4,855.18	760.70	538.25 %	19.72
Total ADMINISTRATION EXPENSES	22,883.56	175,590.20	-86.97 %	92.93

Profit and Loss

		TOTAL		
	JUL 2023 - JUN 2024	JUL 2022 - JUN 2023 (PY)	% CHANGE	% OF INCOM
ISLAND PARK		210.00	-100.00 %	
6600 Personal Services				
6610 Maintenance Person		2,287.44	-100.00 %	
Total 6600 Personal Services		2,287.44	-100.00 %	
6620 Materials & Services		45.30	-100.00 %	
6622 Sanitation	169.50	974.00	-82.60 %	0.69 %
6623 Comfort Station Supplies	192.37	984.60	-80.46 %	0.78 %
6624 Park Electricity	283.16	7,212.73	-96.07 %	1.15 %
6625 Pest Control / Chem & Fert.		468.99	-100.00 %	
6626 Insurance		1,957.00	-100.00 %	
6627 Park Maintenance & Supplies	272.09	4,496.34	-93.95 %	1.10 9
Total 6620 Materials & Services	917.12	16,138.96	-94.32 %	3.72
6630 Capital Outlay				
6631 Park Improvements		851.92	-100.00 %	
Total 6630 Capital Outlay		851.92	-100.00 %	
Total ISLAND PARK	917.12	19,488.32	-95.29 %	3.72
MARINA				
6700 Personal Services				
6710 Maintenance Person		1,524.96	-100.00 %	
Total 6700 Personal Services		1,524.96	-100.00 %	
6720 Materials & Services	24.18	67.66	-64.26 %	0.10 9
6721 Marina Electricity		3,260.49	-100.00 %	
6723 Insurance		1,973.83	-100.00 %	
6724 Marina Maint. & Supplies	34.36	6,107.03	-99.44 %	0.14
6726 Contractural Services		1,199.00	-100.00 %	
6727 Marina Fuel		856.00	-100.00 %	
6727-1 Marina Gas	3,846.50	16,595.79	-76.82 %	15.62
6727-2 Marina Diesel	3,047.50	3,593.25	-15.19 %	12.38
Total 6727 Marina Fuel	6,894.00	21,045.04	-67.24 %	28.00
Total 6720 Materials & Services	6,952.54	33,653.05	-79.34 %	28.23
6730 Captial Outlay				
6731 Marina Improvements	Ŧ	375.00	-100.00 %	
Total 6730 Captial Outlay		375.00	-100.00 %	
Total MARINA	6.952.54	35,553.01	-80.44 %	28.23 9

Profit and Loss

		TOTAL		
	JUL 2023 - JUN 2024	JUL 2022 - JUN 2023 (PY)	% CHANGE	% OF INCOME
RV PARK EXPENSES		-105.00	100.00 %	
6300 Personal Services - RV				
6310 Maintenance Person - RV		1,524.96	-100.00 %	
Total 6300 Personal Services - RV		1,524.96	-100.00 %	
6320 Materials & Services - RV				
6321 Water Fees - RV	798.91	4,021.79	-80.14 %	3.24 %
6322 Sanitation - RV	279.00	1,897.50	-85.30 %	1.13 %
6323 Electricity - RV Park	758.44	11,804.27	-93.57 %	3.08 %
6324 WIFI - RV	260.00	1,560.00	-83.33 %	1.06 %
6325 Advertising - RV		307.00	-100.00 %	
6326 Maintenance & Supplies - RV	153.26	598.51	-74.39 %	0.62 %
6327 Insurance - RV		1,957.00	-100.00 %	
6329 Sewer	944.88	4,829.90	-80.44 %	3.84 %
6330 Donations & Gifts Expense		-11.00	100.00 %	
Total 6320 Materials & Services - RV	3,194.49	26,964.97	-88.15 %	12.97 🤊
Total RV PARK EXPENSES	3,194.49	28,384.93	-88.75 %	12.97 %
WILLOW CREEK QUARRY	1,200.00			4.87 %
6520 Materials & Services - WQ				
6522 Legal Fees - WQ	84.00	189.00	-55.56 %	0.34 %
6525 Contractual Services		1,260.00	-100.00 %	
Tetal 6520 Materials & Services - WQ	84.00	1,449.00	-94.20 %	0.34 9
Total WILLOW CREEK QUARRY	1,284.00	1,449.00	-11.39 %	-5.21 %
Total GENERAL FUND EXPENSES	35,231.71	260,904.52	-86.50 %	143.07 %
Reimbursements	1,408.26	500.00	181.65 %	5.72 %
Unapplied Cash Bill Payment Expense	-3,438.34	0.00		-13.96 %
otal Expenses	\$99,716.06	\$1,441,535.39	-93.08 %	404.94 9
NET OPERATING INCOME	\$-75,091.07	\$-713,066.23	89.47 %	-304.94 9
Other Expenses				
8600 Environ. Sentry Corp. Projects		3,939.50	-100.00 %	
Total Other Expenses	\$0.00	\$3,939.50	-100.00 %	0.009
NET OTHER INCOME	\$0.00	\$-3,939.50	100.00 %	0.00 9
NET INCOME	\$-75,091.07	\$-717,005.73	89.53 %	-304.94 9



DIRECTOR REPORT

September 11, 2023

- A. Strategic Business Plan Adopted August 10, 2023. Printed copies now available.
- **B. Proctor Parcel**
 - 1. Forthcoming Alkali Ridge Plat Map by Anderson-Perry.
 - 2. Appraisal for entry right-of-way area.

Motion: Move to ratify land appraisal by Colliers in the amount of \$2,500.

- C. Marina Walkway Paving Awaiting bid.
- **D.** Willow Creek Planning RFP to be developed.
- E. Leases -
 - 1. Alpine Annual contract renewal requested.
 - 2. Rivers Edge Status review and discussion.
- **F.** Outreach Fair Booth display and promotional items.
- **G. Training** Kayla attended an extensive Economic Development Course August 14 to 18. We appreciate her willingness to expand her skills and expertise.

Former Condon Grade School (by Port of Arlington Environmental Sentry Corp)

Maul Foster and Alongi Task Order 1. Previously approved up to \$3,000. Now finalized at \$3,500.

Motion: Move to approve Work Order 1 in the amount of \$3,500 by Maul Foster and Alongi.

Colliers Valuation & Advisory Services

Professional Service Agreement



7200 South Alton Way, Suite A-240
Centennial, CO 80112
Main: +1 303 779 5500
www.colliers.com/yaluationadvisory

September 1, 2023

Lisa Powell Valuation Specialist Direct +1 503 542 5415 Lisa.powell@colliers.com

Jed Crowther
Executive Director
Port of Arlington
PO Box 279
Arlington, OR 97812
541 705 2004
Jed.crowther@portofarlington.com

RE: Appraisal of 1490 Main Street

Dear Mr. Crowther:

Thank you for considering Colliers International Valuation & Advisory Services, LLC for the assignment identified in the below stated Professional Service Agreement. Please sign one copy of the agreement and return it to me, thereby indicating your authorization for us to proceed with this assignment and your acceptance of the attached Terms and Conditions.

PROFESSIONAL SERVICE AGREEMENT ("Agreement")

Project

Bare Land ("Property")

Location

1490 Main Street, Arlington, OR 97812

Project Description

An eastern portion of Parcel 03N21E28CB 02200 (residentially-zoned property with residence). The appraisal will produce two values (one for a 60' wide strip of the eastern portion of the site and one for a 1.5- to 2.0- acre portion of the eastern site area) based on the Hypothetical Conditions that these areas have been partitioned from the parent site. Neither value will include any vertical improvements.

Parties

Colliers International Valuation & Advisory Services, LLC ("CIVAS") and Port of Arlington (herein at times

referred to as "Client")

Intended User

The appraisal will be prepared for Port of Arlington. Intended users include the Client. No other users are

intended.

It should be noted that if this engagement is directly with the owner of the Property, the Appraisal will not be accepted by federally insured lenders due to FIRREA Compliance, limiting the use of this report. Should this potentially impact your source of lenders, we recommend engagement be directed by a Federally Insured Lender.

Intended Use

The report to be performed under this Agreement ("Appraisal") is intended only for use in Internal Decision

Making. The report is not intended for any other use.

Purpose

Market Value

Type of Appraisal

CIVAS will produce a Restricted Report in which the appraiser's analysis and conclusions will be stated within

this document.

Rights Appraised

Fee Simple

Date of Value

Date of Engagement

Accelerating success.

Professional Service Agreement

Scope of Work

CIVAS and/or its designated affiliate will provide the Appraisal in accordance with USPAP, and the Code of Ethics and Certifications Standards of the Appraisal Institute and State Licensing Laws. CIVAS will research relevant market data and perform analysis to the extent necessary to produce credible appraisal results.

Based on our discussions with the Client, the Client has requested the following valuation scenarios:

As Is (based on Hypothetical Condition)

CIVAS anticipates developing the following valuation approaches:

Land Value

No observation of the subject property will be performed.

Please note if it's a requirement per the client's underwriting guidelines to analyze and report all approaches to value, this will be performed although some approaches may be limited in application.

The scope of work will be included in the Appraisal. A copy of the Assumptions and Limiting Conditions, which appear in the Appraisal, is available upon request.

Delivered fifteen (15) business days from the date of authorization and receipt of property specific

Professional Fee

\$2,500

Expenses

Delivery

Fees include all associated expenses

No. of Reports

One (1) Electronic Appraisal.

No printed copies will be delivered to the client.

Retainer

No retainer is required.

Payment Terms

CIVAS will invoice Client for the Appraisal in its entirety at the delivery of the draft report. When a full retainer has been paid, invoice and amount due are \$0.

Final payment is due and payable within five (5) business days upon delivery of the electronic copy of the final report or within thirty (30) days of your receipt of the draft report, whichever is sooner. If a draft report is requested, the fee is considered earned upon delivery of the draft report. If for any reason the client cancels the work before work was completed or for reasons beyond Colliers' control, then the client

would pay for an agreed amount for work completed.

Acceptance Date

These specifications are subject to modification if this Agreement is not accepted within three (3) business days from the date of this letter.

Terms and Conditions

The attached Terms and Conditions and Specific Property Data Request are deemed a part of this Agreement as though set forth in full herein. The following is a list of information needed to begin and complete our analysis. The Client signing this Agreement or the party sending the specific property data certifies that all the information provided is accurate and complete as of the date of this request, and that any updates, revisions or additional relevant information that comes into control or possession of the Client prior to the date on which the Appraisal is delivered shall be provided to CIVAS immediately. Please forward with the Agreement or as soon as possible.

Please forward any additional materials you would consider relevant in the analysis of the subject property.

Reliance Language - Non-Lender Client

The Appraisal is for the sole use of the Client; however, Client may provide only complete, final copies of the Appraisal report in its entirety (but not component parts) to third parties who shall review such reports in connection with the stated Intended Use. CIVAS is not required to explain or testify as to appraisal results other than to respond to the Client for routine and customary questions. Please note that our consent to allow the Appraisal prepared by CIVAS or portions of such Appraisal, to become part of or be referenced in any public offering, the granting of such consent will be at our sole and absolute discretion and, if given, will be on condition that CIVAS will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to CIVAS, by a party satisfactory to CIVAS. CIVAS hereby expressly grants to client the right to copy the Appraisal and distribute it to employees of client and to your accountants/auditors in its entirety (but not component parts) without the need to provide CIVAS with an Indemnification Agreement and/or Non-Reliance letter.

If you have questions regarding the enclosed, please feel free to contact me. CIVAS appreciates this opportunity to be of service to you on this assignment and looks forward to serving you. If you have additional questions, please contact us.

Professional Service Agreement

I, Jed Crowther , agree to the above stated terms and authorize Colliers International Valuation & Advisory Services, LLC to prepare
the above referenced appraisal.
Jewithis Date: 9-5-2023 Wed Crowther Executive Director
Port of Arlington
Respectfully,
Colliers International Valuation & Advisory Services, LLC
Lisa Powell Valuation Specialist Direct +1 503.542.5415 Lisa.powell@colliers.com

Terms and Conditions

"T&C"

- The Appraisal will be subject to Colliers International Valuation & Advisory Services, LLC's ("CIVAS") Assumptions and Limiting Conditions that are incorporated into each appraisal, and any Extraordinary Assumptions and Hypothetical Conditions that may be incorporated into each appraisal.
- 2) Any capitalized, non-defined words shall have the same meaning as defined in the Agreement to which these T&Cs are attached.
- 3) Client is defined as the party signing the Agreement and shall be responsible for payment of the fees stipulated in the Agreement. Payment of the fee for the Appraisal is not contingent on the appraised value(s) or the outcome of the report(s). Additional fees will be charged on an hourly basis for any work that may exceed the scope of this proposal, including performing additional valuation scenarios, additional research, and conference calls, meetings, deposition preparation, deposition, trial testimony or travel that may exceed the time allotted by CIVAS for an assignment of this nature. If CIVAS is requested to cease working on the Appraisal for any reason prior to the completion of the appraisal(s), CIVAS will be entitled to bill the Client for the time spent to date at CIVAS' hourly rates for the personnel involved. The Client will be billed a minimum \$500 or at a rate of \$250 per hour for associate time, \$300 per hour for valuation services director, \$400 per hour for managing director, and \$450 per hour for executive managing director. If the Client delays completion of the assignment beyond ninety (90) days, the fee may be renegotiated. This may result in the total fee exceeding the original agreed fee agreed upon cost.
- 4) Client agrees to pay all fees and expenses, including attorney's fees, incurred by CIVAS in connection with the collection or attempted collection of the fees and expenses. In the event Client fails to make payments when due and payable, the amount due shall bear interest at 1.5% per month or the maximum rate permitted in the state in which the CIVAS office executing the Agreement is located, whichever is lesser.
- 5) The fee is due upon delivery of the final report or within thirty (30) days of your receipt of the draft report, whichever is sooner. If a draft is requested, the fee is considered earned upon delivery of our draft report.
- 6) In the event that either party commences any legal action relating to the provisions of the Agreement, including collection, the prevailing party shall be entitled to its actual attorneys' fees and costs. The Agreement shall be governed by and construed in accordance with the laws of the state where the CIVAS office executing the Agreement is located. The venue of any action arising out of the Agreement shall be the county where the CIVAS office executing the Agreement is located. Client will have up to thirty (30) days from receipt of the Draft Appraisal to review and communicate its review to CIVAS. CIVAS reserves the right to bill Client for additional appraisal efforts that may arise from the Client not responding within with this time period.
- 7) CIVAS does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to CIVAS by Client. In the event that any such information is inaccurate, misleading or incomplete, CIVAS shall have no responsibility or liability for any matters relating thereto (whether to the Client or to any third party).
- 8) CIVAS shall have no responsibility for legal matters, questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The Appraisal will not constitute a survey of the Property analyzed.
- 9) Client shall provide CIVAS with such materials with respect to the Appraisal as requested by CIVAS and which are in the possession or under the control of Client. Client shall provide CIVAS with sufficient access to the Property to be analyzed and hereby grants permission for entry, unless discussed in advance to the contrary.
- 10) The data gathered in the course of the Appraisal (except data furnished by Client) and the Appraisal prepared pursuant to the Agreement are, and will remain, the property of CIVAS. With respect to data provided by Client, such data shall be confidential, and CIVAS shall not disclose any information identified as confidential furnished to CIVAS. Notwithstanding the foregoing, CIVAS is authorized by Client to disclose all or any portion of the Appraisal and the related data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable CIVAS to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.
- 11) Unless specifically noted, CIVAS does not assume any duty to analyze or examine the Property or adjacent property for the possible presence of toxic and/or hazardous substances or materials (including but not exclusive to asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (hazardous material), or the cost of encapsulation or removal thereof) and accepts no liability regarding the issue. If such materials exist, CIVAS defers to the expertise of professionals specifically trained in analyzing the cost to remediate, which will not be a part of the appraisal fee proposal. The Appraisal will contain a comprehensive disclaimer to this effect.
- 12) CIVAS understands that there is no major or significant deferred maintenance in the Property which would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, and are not a part of the fee contemplated in the Agreement.
- 13) Client acknowledges that CIVAS is being retained hereunder as an independent contractor to perform the services described herein and nothing in the Agreement shall be deemed to create any other relationship between Client and CIVAS. The Agreement shall be deemed concluded and the services hereunder completed upon delivery to Client of the Appraisal discussed herein.
- 14) Client agrees that its only remedy for losses or damages relating to the Agreement shall be limited to the amount of the appraisal fee paid by the Client and in no circumstances shall CIVAS be liable for any losses or damages in excess of this amount. Should the Client, or any other entitled party, make a claim against CIVAS, its directors, officers, employees and other affiliates and shareholders, relating to this engagement or the appraisal(s), the maximum damages recoverable from CIVAS, its directors, officers, employees and other affiliates and shareholders, shall be the amount of funds actually collected by CIVAS under the Agreement, and no claim shall be made for any consequential or punitive damages.

Professional Service Agreement

Continued

- 15) If CIVAS or any of its employees receives a subpoena or other judicial notification to produce documents or provide testimony involving the Appraisal in connection with a lawsuit or related proceeding, CIVAS will notify the Client of receipt of the subpoena or notification. However, if CIVAS is not part of the lawsuit or proceedings, Client agrees to compensate CIVAS for the professional time required and to reimburse CIVAS for the expenses incurred in responding to any such subpoena or judicial notification, including any attorneys' fees, as they are incurred. CIVAS is to be compensated at the prevailing hourly rates of the personnel responding to the subpoena or command for testimony.
- 16) If expert witness testimony is required in connection with the Appraisal, the following hourly rates will apply. The Client will be billed at the rate of \$250 per hour for associate time, \$350 per hour for valuation services director, \$400 per hour for managing director, and \$450 per hour for executive managing director. The hourly billings pertain to court preparation, waiting and travel time, document review and preparation (excludes appraisal report) and all meetings related to court testimony.
- 17) Client shall indemnify and hold CIVAS, its parent, subsidiaries, affiliates, its officers, directors, employees and agents ("CIVAS Indemnities"), fully harmless against all losses, damages, claims, and expenses of any kind whatsoever (including costs and reasonable attorneys' fees), sustained or incurred by a third party as a result of the negligence or intentional acts or omissions of Client (including any failure to perform any duty imposed by law), any misrepresentation, distortion or if Client fails to provide complete and accurate information to CIVAS, for which recovery is sought against the CIVAS Indemnities; however, such obligation to defend and indemnify shall not apply to the extent caused by the negligent act or willful misconduct of CIVAS. Client shall indemnify and hold CIVAS Indemnities harmless from any claims, expenses, judgments or other items or costs arising as a result of the Client's failure or the failure of any of the Client's agents to provide a complete copy of the Appraisal to any third party. LIMITATION OF LIABILITY. EXCEPT FOR THE INDEMNIFICATION PROVISION ABOVE, ANYTHING IN THE AGREEMENT TO THE CONTRARY NOTWITHSTANDING, UNDER NO CIRCUMSTANCES WHATSOEVER SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER.
- 18) CIVAS agrees to maintain Professional Liability Insurance in the amount of \$1,000,000 and General Liability insurance in the amount of \$2,000,000, as well as Workers Compensation per local regulatory requirements. CIVAS will endeavor to provide Client with written notice regarding any cancellation of any such insurance. CIVAS will provide Client with certificates of insurance naming Client as an additional insured on the General Liability policy upon request.
- 19) The Appraisal and the name Colliers International Valuation & Advisory Services may not be used in any marketing or investment material or offering memoranda without CIVAS' prior written consent. CIVAS, its employees and appraisers have no liability to any recipients of any prepared material and disclaim all liability to any party other than the Client.
- 20) Unless CIVAS consents in writing, the Appraisal cannot be used by any party or for any purpose other than the Client for the purposes specified in the Agreement. Should the Client provide a copy of this Appraisal to any person or entity not authorized by CIVAS in writing, Client hereby agrees to hold CIVAS, its directors, officers, employees and other affiliates and shareholders, harmless from all damages, expenses, claims and costs, including any attorney's fees. The Client acknowledges that any opinions and conclusions expressed by the professionals of CIVAS pursuant to the Agreement are made as employees and not as individuals. CIVAS' responsibility is limited to the Client, and the use of the Appraisal or related product by third parties shall be solely at the risk of the Client and/or third parties.
- 21) The use of this appraisal shall be used only for the purpose as set forth in the Intended Use section of the Agreement. In the event that the client wishes to use this report or portions of this report for any other purpose such as, to become part of or be referenced in, any offering or other material intended for the review of others, or to be submitted to others, will be at the Client's sole and absolute discretion and, if given, will be on condition that CIVAS will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to CIVAS and the Client, by a party satisfactory to CIVAS and the Client. CIVAS does consent to Client submission of the complete Appraisal to rating agencies, loan participants or your accountants/auditors without the need to provide us with an Indemnification Agreement and/or Non-Reliance letter.



MFA WORK ORDER AUTHORIZATION

Between Maul Foster & Alongi, Inc. (MFA), and Port of Arlington Environmental Sentry Corp (Client).

Signing of this authorization by MFA and Client authorizes MFA to complete the work as described below (Work) under the terms and conditions of the Master Agreement for Professional Services with an effective date of August 17, 2023 and the attached Schedule of Charges. The Master Agreement for Professional Services is fully incorporated herein by this reference.

MFA project number: M2602.01.001 Work order number: 01

Project name: Condon Grade School Grant Assistance

Project location: 220 S East Street, Condon, Oregon 97823

Scope of work: MFA will complete grant application intake forms for the following two Business Oregon grants:

- <u>Integrated Planning Grant.</u> If awarded, this grant could fund activities such as additional structural evaluation of the school building to determine reuse potential, conceptual reuse evaluation (if desired), and funding application support for state or federal sources.
- <u>Technical Assistance Grant</u>. If awarded, this grant could fund activities such as preparing updated abatement and demolition cost estimates, an Analysis of Brownfield Cleanup Alternatives (feasibility study to evaluate costs associated with remediation alternative), and a Remedial Action Plan (detailed work plan for selected remedy of abatement and/or demolition).

This scope of work includes budget for completion of the intake forms for the abovementioned grants, communications with Business Oregon to refine the scope of work described in each of the grant intake forms, coordination with subcontractors involved in the grant scope items (e.g., abatement and demolition contractors, architecture and engineering firms), and meetings with the Client. This work order does not include budget for the completion of the full grant application process, which is to be described in Work Order no. 2.

Schedule of work:

For the scope of work described above, MFA will begin work immediately upon receiving authorization to proceed and anticipates completion of the intake forms within two weeks of receiving signature. This proposal is valid for 30 days.

Estimated cost of work:

The cost to complete the scope of work is \$3,500.

This cost estimate does not represent a lump sum. MFA bills on a time-and-materials basis..

So agreed to this 24th day of August 2023.

By Maul Foster & Alongi, Inc.	By Port of Arlington Environmental Sentry Corp.
Seth Otto (Aug 29, 2023 09:02 PDT)	JCrowther (Aug 28, 2023 09:34 PDT)
Signature	Signature
Seth Otto	Jed Crowther
Printed Name	Printed Name
Principal Planner	Executive Director
Title	Title



www.maulfoster.com

SCHEDULE OF CHARGES

PERSONNEL CHARGES

Principal	\$245 - 260/hour
Senior	
Project	
Analyst	
Superintendent	
Staff	\$140 - 160/hour
Graphic Design	\$135 - 145/hour
Technician	\$120 - 150/hour
Administrative Support	\$115 - 125/hour

Depositions and expert witness testimony, including preparation time, will be charged at 200 percent of the above rates.

Travel time will be charged in accordance with the above rates.

SUBCONTRACTORS

Charges for subcontractors will be billed at cost plus 15 percent.

EXPENSES

Charges for outside services, equipment, and facilities not furnished directly by Maul Foster & Alongi, Inc. will be billed at cost plus 10 percent. Such charges may include, but shall not be limited to the following:

Printing and photographic reproduction Rented vehicles/mileage Transportation on public carriers Special fees, permits, insurance, etc. Rented equipment Shipping charges Meals and lodging Consumable materials

DIRECT CHARGES

Charges for specialized software modeling and equipment are as specified in the scope of work.

Field equipment rates are set forth in the Field Equipment Rate Schedule.

The rates for document production are set forth in the Document Production Rate Schedule.

RATE CHANGES

Schedule of Charges are subject to change without notice.

WO1_Grant Intake Forms

Final Audit Report 2023-08-29

Created:

2023-08-24

By:

Linda jensen (ljensen@maulfoster.com)

Status:

Signed

Transaction ID:

CBJCHBCAABAAI-CNej4Vz_JA66EM7YmCAiqC0YMpnB5d

"WO1_Grant Intake Forms" History

- Document created by Linda jensen (ljensen@maulfoster.com) 2023-08-24 11:52:53 PM GMT- IP address: 50.205.2.27
- Document emailed to jed.crowther@portofarlington.com for signature 2023-08-24 11:53:38 PM GMT
- Email viewed by jed.crowther@portofarlington.com 2023-08-24 11:57:40 PM GMT- IP address: 136.143.131.152
- Signer jed.crowther@portofarlington.com entered name at signing as JCrowther 2023-08-28 4:34:29 PM GMT- IP address: 136.143.131.152
- Document e-signed by JCrowther (jed.crowther@portofarlington.com)

 Signature Date: 2023-08-28 4:34:31 PM GMT Time Source: server- IP address: 136.143.131.152
- Document emailed to Seth Otto (sotto@maulfoster.com) for signature 2023-08-28 4:34:32 PM GMT
- Email viewed by Seth Otto (sotto@maulfoster.com) 2023-08-29 4:02:03 PM GMT- IP address: 104.47.66.126
- Document e-signed by Seth Otto (sotto@maulfoster.com)

 Signature Date: 2023-08-29 4:02:11 PM GMT Time Source: server- IP address: 24.20.49.37
- Agreement completed. 2023-08-29 - 4:02:11 PM GMT



Powered by Adobe Acrobat Sign

East Oregonian Aug 15, 2023 Affordable housing community in Hermiston holds ribbon-cutting

By BEAU GLYNN East Oregonian

845 E. Diagonal Road

HERMISTON — Affordable housing is taking root at the Santiago Columbia Village in Hermiston.

Some 20 homes have been built, two of which are in escrow. However, the plan is for nearly 200 in the community at 845 Diagonal Road.

Tandra Grace, vice president of sales for Santiago Communities, attended a ribbon-cutting ceremony Aug. 3, where he addressed plans for additional homes.

"Going forward," he said, "if we're able to sell the remaining 18 houses, we'll put up the next 17 houses, then sell those and do another 17 houses, something to that effect."

Grace estimated that the houses would sell for around \$190,000, With three bedrooms and two bathrooms, including appliances and plans for community amenities, the hope for the development is to create a family-oriented space.

One of the ways Santiago Columbia Village will satisfy the family centric environment is with the additions of a swimming pool, large clubhouse for kids and a community room for events.

"As long as we can keep selling, we'll keep developing the community," Grace said. "It's going to be very nice when it's all finished."

With access to these amenities, as well as cheaper prices and smaller yard sizes, Grace said the homes at Santiago are great for first-time home buyers.

Clayton Homebuilding Group sales manager Jim Johanson, who worked with Marlette Homes of Hermiston on construction, said the new housing community could serve as a city asset while also providing business to his company.

"It's great for our business; we love local. It's always great to be able to sell your product locally," he said. "A lot of our team members have access to homes at this price point. The community just really needs more affordable housing than what's currently in Hermiston; it's been tough everywhere."

Grace said that as the community approaches its halfpoint point, with 20 homes sold, investment opportunities could be explored to build more homes and get closer to the 200-house goal.

According to Johanson, the plan is to have the second phase of homes ready for showing as the ones built during the first phase begin to sell out.

The development's price range and amenities give local first-time homebuyers opportunities to become homeowners for a lower price and help encourage further construction of similarly-priced homes.

"We're just very grateful to be in this community and for everything to come together," Grace said, "and be able to offer affordable housing to the Hermiston residents."

Port of Arlington Environmental Sentry Corp Meeting August 10, 2023, MINUTES Port Office, 100 Island Park Rd., Arlington, OR

1. The Port of Arlington Environmental Sentry Corp Meeting was called to order at 6:39pm by President Wilkins.

2. Present

President Gibb Wilkins, Vice President Kip Krebs, Commissioners: Ron Wilson and Leah Shannon, Executive Director Jed Crowther, and Administrative Assistant Kayla Rayburn.

3. Absent

Commissioner Kathryn Greiner

4. Audience

No Audience

5. Former Condon Grade School Remediation — Brownfield Application Process

Crowther worked with Kathryn to fill out the intake for the Brownfield grant. Ruben reviewed the contract and submitted changes.

5.1. Master Service Agreement with Maul, Foster and Alongi

Motion: Wilson moved, and Krebs seconded to approve Master Service Agreement with changes by legal Counsel. Motion passed unanimously.

5.2. Work Order Tasks 1 by Maul, Foster and Alongi

Motion: Shannon Moved, and Krebs seconded to authorize Jed Crowther to sign work order task 1, up to \$3,000.00, with Maul Fosters and Alongi.

6. Adjourn

President Wilkins adjourned the Port of Arlington Environmental Sentry Corp Meeting at 6:48pm.