



Thursday, November 13, 2025, at 5:00 pm
Location: Gronquist Building, Lower Conference Room
1650 Railroad Ave, 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, November 13, 2025

1. **Call Meeting to Order**
2. **Additions or Corrections to the Agenda**
3. **Public Comment on Non-Agenda Items**
4. **Consent Agenda:**
 - a. Approve Regular Meeting Minutes for October 9, 2025
 - b. Approve October 2025 Accounts Payable and Financials
5. **Director Report**
 - A. Audit Status – Completed 2021-22
 - B. Audit Contracting for 2022-23
 - C. WATCO Lease Renewal Amendment No. 2
 - D. RV Park and Moorage Fee Resolution to increase rates
 - E. Alkali Ridge Subdivision
 1. Construction
 2. Platting
 3. Marketing Contracts
 - a. LandWise Real Estate Advisors, LLC
 - b. LandWise Land Development and Project Solutions
 - F. NWGG Lease
 - G. City Pump Station – DRAFT Public Utility and Access Easement
 - H. 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, December 11, 2025 at 5 pm, Gronquist Building.
11. **Adjourn Meeting**

Port of Arlington Environmental Sentry Corp Meeting

November 13, 2025 immediately following Port Meeting

1. Call Meeting to Order
2. Approve Minutes for September 11, 2025
3. Condon Grade School – Environmental Remediation Update
4. Adjourn

**Regular Commission Meeting
October 9, 2025 MINUTES
5:00PM
Condon City Hall
128 Main Street, Condon, OR**

1. The Port of Arlington Commission meeting was called to order at 5:00pm by President Shannon.

Present: President Leah Shannon and Vice President Ron Wilson; Commissioners: Kathryn Greiner, and Gibb Wilkins; Port Director, Jed Crowther, Kayla Rayburn, and Attorney Anna Cavaleri

Absent: Kip Krebs

Audience: Angie Sullivan (left 6:03pm), Marta Mikkalo (Left 6:27pm), David Bendtsen (left 6:27pm), Tiffani Deal (left 6:03pm), Scott Smith (left 6:03pm)

2. Additions or Corrections to the Agenda

Rayburn stated there was a correction on the next meeting location. The agenda sent out says Condon again, but it will be in Arlington, Lower Conference Room at the Gronquist Building.

3. Public Comment

None

4. Consent Agenda

4.1. Approve Regular Meeting Minutes for September 11, 2025.

Greiner wanted which City was being talked about added to the minutes, and moving forward when referring to a city to make sure the name was there. The section 4.2.1 is where she was referring to adding the city's name in the September minutes, which in this case would be Arlington, since we are a County wide Port the distinction needs to be made since we have multiple cities we can refer to.

4.2. Approve September 2025 Accounts Payable and Financials.

Greiner requested a Budget vs Actual P&L in next month's financials not the P&L percentage of total income that was provided this month.

Motion: Wilson moved, and Greiner seconded to approve the Regular Meeting Minutes for September 11, 2025, and September 2025 Accounts Payable and Financials with stated corrections. Motion passed unanimously.

5. Presentation by Tiffani Deal, Landwise Real Estate Advisors, LLC

Tiffani Deal gave a brief overview of their companies and introduced Angie Sullivan and Scott Smith who accompanied her. They were able to see the site in person today and review the plat. Tiffani went over discussions she had with Crowther on the goals of the Port, and the idea they intended for the property. Scope of work from the RFP; Phase 1 real estate marketing services (marketing and outreach, Research & Lot preparation, strategic Positioning). Marketing strategy: Online exposure, Social Media Add-Ons, Buyer Agent & Broker Outreach, Local & Community outreach, and Value Adds. Phase 2; Affordable & Workforce Housing, Angie stated she realized some of this was not on our goal but wanted to touch on it. She stated the household median for our area is \$75,625, they multiply that by 4 to get the range homes should cost. They are focused on the Northeast lot that was going to be denser, and approximately \$17,000-\$26,000 per lot. Angie stated due to the struggle to get contractors, they are working as a company for alternatives. They are looking at Seed Homes, their product is a modular home that is built in the factory 95% ready, and once

placed, move in ready in 7 days. It is a new technology/design they developed themselves to cut cost of transportation. President Shannon asked if these are considered tiny homes, and was informed no. It's a company that originated in Calgary Canada, but they are working with them to bring a facility to Umatilla County. They are hoping to have it open in spring of 2026, they are mortgageable; they've checked with multiple lenders, and are classified as a modular home. Greiner asked if they work with any other builders She was advised they work with contractors in Stanfield, Umatilla, Irrigon, and Hermiston that are traditional builds. Scott discussed some of the struggles rural towns are dealing with obtaining contractors. Wilson asked about the Stanfield project, he was informed that it was the Bubble Bee Estate. Angie stated they could give tours to the Commissioners if they would like. They worked with Bolen Construction and Olin homes to develop it into 99 lots with homes and have zero investors while completing the project. Scott stated he's already lobbying for us with some of their contractors/connections. Crowther stated part of having them come and present in person, was because this would be a process with a long working relationship if it was decided to move forward. Questions regarding the plans were asked, and answered by Tiffani, Scott and Angie. There was a consensus for LandWise Real Estate Advisors, LLC to give contracts to Crowther for Anna to review. Then move forward in November with approval if an agreement can be reached.

It was decided to move the discussion for the "Arlington" sign Lighting up for Marta Mikkalo and David Bendtsen since the real estate presentation went longer than anticipated.

6. "Arlington" Sign Lighting

David Bendtsen introduced himself to the Commissioners and advised he was a Senior Electrical Engineer, he gave some background of himself as well as work history. His wife and himself just moved to the community in Arlington about 2.5 years ago. He stated he has always been community involved oriented. He remembers from childhood driving by Arlington, and the sign was lit up when he passed by, signaling they were close to home, so there is some nostalgia for him regarding the sign. He is willing to assist and work on reviving the process of getting it lit back up. He was willing to help craft an RFP, review the proposals, give recommendations, and assist with overseeing the project. He brought up some challenges with electricity because it is considered a highly flammable environment due to the grain dust. He stated it would all be volunteer help he would provide; he was happy to help get this project done or look into it to see what the options for the sign could be. Marta stated they just wanted to start talking to the entities involved; the Port because they own it, then Northwest Grain Growers because they're the leasers, and move forward from there. Right now, they are just looking to see if the Port would give them permission to move forward and start having conversations with the other entities. President Shannon stated the Port had looked into repairing the sign and put it on the Port's strategic plan but stalled out due to other projects and just not enough staffing to continue with it. Anna stated the Port would need to double check the lease contract, and make sure it allowed this kind of project, and the first contact with the leaser should be from the port.

7. Director Report

7.1. Audit Status

Crowther stated we are in almost daily contact with the auditors. He advised Kayla Rayburn had a meeting with them that morning and could give an update to the Commissioners. Rayburn stated she did have a meeting to discuss the timeline and what was left. Rayburn reiterated to the auditors the importance of making the October 31st deadline, and why it was so important we stick to our agreed upon dates. She stated the hearing by the County was on track to occur after the October deadline, so it would be very beneficial to have the 2022 audit completed before the hearing. She stated the auditors were surprised this was how the process was going for the Port, stating it's the first time they had heard of some of these actions taking

place for an active district. They did reassure Rayburn during the meeting that they were on track to still make the October 31st deadline for the first audit.

7.2. Alkali Ridge Subdivision

7.2.1. Construction- Water/Sewer completion, Gravel/Asphalt forthcoming

Crowther stated Bolen is moving right along and plans to pave end of October. He thinks the Port should have some sort of ribbon cutting ceremony once the project is finished.

7.2.2. Final Plat- Ministerial Review, Adjoining Owner Comments by Oct 15

This was submitted and should work through the process. He stated adjoining owners could submit comments until October 15. Shannon asked if we are notified if there is any public comment. Crowther advised he hasn't been but would ask.

7.3. WATCO Lease Renewal

They asked for a change in length of lease. Greiner asked about payment and advised they are invoiced now and pay in check for the year not a credit card anymore.

7.4. Alpine CUP – Upcoming Hearing by planning commission Oct. 16.

Crowther stated the hearing by City of Arlington's Planning Commission would be next Thursday. It should be a formality and doesn't see a reason it shouldn't go through.

7.5. General Fee Resolution 2025- (Consider Increases to RV and Marina Rates)

Crowther stated he put the new schedule in a draft form, so the commissioners could see. Some of them may be too high, or some may be too low. Rayburn asked what the process was to implement the new prices with the RV park and the Marina. She was advised there needed to be written notice to the RV guest that pay month to month of the change and when it would go into effect, the moorage contracts would also need written notice, and depending on their contracts would depend on when the new fee would go into effect (some pay monthly, some pay yearly). Effective Jan 1, 2026, is when the commissioners would like it to go into effect for the RV renters and the marina for those applicable (month to month, the yearly would go into effect at the end of their year).

7.6. Projects

7.6.1. RV Park Sewer Pumps Replacement.

Crowther advised Kerns is ordering the pumps and planning the sewer lift station improvements for when they arrive. There could be a wait time on new pumps and parts, but the project is moving forward.

7.7. Office Staffing Needs

Crowther does think now would be the time to hire an Administrative Assistant. There is an increase in the number of projects the Port is handling right now, so the additional staffing would help with the extra workload to ensure everything is being completed in a timely manner. The position would start out part-time for 20-25 hrs./week. Questions about if they would get benefits, and what that would look like. Starting out part-time, they would not qualify for benefits. It was budgeted for a full-time employee with benefits, so there is money in the budget to hire the part-time employee now and could increase if needed.

7.8. Other

7.8.1. Donation request form

Anna prepared a form for the port, to have a more formal process for entities to request a donation from the Port.

7.8.2. Kayla attended the OPPA conference

Rayburn said the conference was held in Astoria this year and felt like it was very informative. In the past there have been more ocean port struggles and discussion that arose, so the discussions and solutions haven't always pertained to the riverports. She stated, as you know riverports and ocean ports have significantly different issues. This year though, there were a lot of helpful topics that pertained to both. There was a lengthy discussion regarding the new FEMA flood plain maps and requesting letters of support to hold FEMA off from passing the new map. She stated SDAO talked about their scholarships program for high school seniors; the seniors had

to make a short video regarding what districts do for their communities. Rayburn stated she thought it would be a good program for the Port to start in Gilliam County. Creating a scholarship for the high schools, whether it was one for both schools to compete for, or one for each school. Having the seniors make a short video regarding what the port does for your community. It could help the seniors in the community, while also educating the community about the Port and what it does, because very few people know the whole role a Port has. The Commissioners liked the idea, and it was thought to try and implement it in the next budget year to give time for funding, procedure, and process to be created/put in place.

8. Presidents Report, Leah Shannon

Nothing to report, but she does have an ask. The CASA group is putting together community dances/family events for the local communities. It's a fun family occasion, and they are sponsoring the whole event, but President Shannon asked if the board would be willing to donate the room at the Gronquist as a place for them to use. There was a consensus to let them use it.

9. Commissioner Reports

- 9.1. **Ron Wilson**-nothing
- 9.2. **Kathryn Greiner**-nothing
- 9.3. **Gibb Wilkins**-nothing

10. Next Meeting

Commission Meeting- Thursday, November 13, 2025, at 5pm at Lower Conference Room, Gronquist Building, In Arlington.

11. Adjourn Meeting

President Shannon adjourned The Regular Commissions meeting at 7:34pm.

President Leah Shannon

Vice President Ron Wilson



DIRECTOR REPORT

November 7, 2025

5A. Audit Status

The 2021-22 audit was completed and filed with the Secretary of State office on October 31, 2025. This marks good progress, and it will require continued diligence. As the Port is currently no longer three years behind, the County Court ceased their proceedings on November 5, 2025.

Audit firms must perform independent review. The "initial" audit for 2021-22 involved a new firm (Pauly, Rogers and Co., P.C.). Although the previous years' audits were completed successfully by another firm (Solutions), the most recent evaluation underwent its own thorough review.

The Port uploaded over 350 records as requested, and we provided all available documentation. The 2021-22 audit noted journal entry questions, since gaps in Port office staff occurred. No fraud, but more documentation desired by auditor, as we have a small office, limited staff and resources. The Port does demonstrate added depth of review by presenting monthly financials to the board.

Audits are a learning process to help us consistently prepare and provide ample documentation. Management letters are structured to identify "material weaknesses" or "significant deficiencies" with the intent to help us improve financial tracking and procurement records in succeeding years.

A Draft Plan of Action response letter by the Port to the Secretary of State is attached for review. It is to be approved and signed by the Board; transmitted to Secretary of State by November 30. A Plan of Action links with the management letter; it states audit issues and our plans to resolve.

Motion: Move to approve and sign the Plan of Action response letter to Secretary of State.

A Change Order invoice in the amount of \$6,000 was submitted by Pauly, Rogers and Co., P.C. The added cost is due to additional audit staff assigned for completion by the October 31 deadline. Typically, payment would be for the agreed-upon amount by contract of not-to-exceed \$9,500. However, we are grateful to have completed the audit.

Motion: Move to approve Change Order Invoice #15638 in the amount of \$6,000 to Pauly, Rogers and Co., P.C. added to the original contract amount of \$9,500 for completion of the 2021-22 audit, in the total amount of \$15,500.

5B. Audit Contracting for 2022-23

For upcoming and future audits, the Port is considering continuing with the current audit firm. However, their proposal dated October 31, 2025 has increased to \$14,500 for the 2022-23 audit.

Timing is urgent for 2022-23 audit review, so we contacted three more firms for their availability. With limited time to engage with a new audit firm, and for suitable compliance to procurement law, the next audit is anticipated to cost less than \$25,000 threshold to require Requests for Proposals. The Port can choose direct hire of a qualified audit firm and/or invoke an emergency procurement.

Motion: Depending on forthcoming proposals by audit firms.

Summary

The audit has been extra stressful for everyone involved and it will continue to be challenging. Meanwhile, the Port defended against dissolution. We ask for understanding to resolve concerns.

Port of Arlington, November 13, 2025 Port Board Meeting, Director Report by Jed Crowther

5C. WATCO Lease Renewal Amendment

The Board gave general acceptance at our October meeting regarding length of renewal terms, and our legal counsel prepared the corresponding document. I also reminded WATCO to contain their equipment on the leased premises, as they've sprawled too far south.

Motion: Move to approve Lease Amendment No. 2 with WATCO.

5D. RV Park and Moorage Fee Resolution & Tenant Notification Letter

The Board reviewed a draft resolution previously and gave input for increased fees. A draft tenant notification letter is also attached.

Motion: Move to approve Resolution 2025-04 to increase RV Park and Moorage Fees.

5E. Alkali Ridge Subdivision

1. Construction

Site work advanced by paving roadways on October 27-28. Utility work is nearly complete. I authorized communication cable placement by Arlington TV Co-op in a joint utility trench, as it is the best logical timing for installation. Minor changes to the plans were implemented to sync roadway elevations. Grading frontage, signage, and striping will finish the project.

2. Platting

The City of Arlington issued a Notice of Decision for Tentative Plat that fulfills standards. Upon completion of site work, it will advance promptly to Final Plat and recording of lots.

3. Marketing Contracts

Tiffani Deal and LandWise Real Estate Advisors, LLC presented to the board last month. Their proposal agreements are attached for review and action. Note that approvals would be contingent on completing plat and lot recording.

Motion: Move to approve listing agreement with LandWise Real Estate Advisors, LLC with Tiffani Deal as Real Estate Agent for Alkali Ridge Subdivision Lots 2-12, 16-17.

Motion: Move to approve the Consulting Services Agreement with LandWise Land Development & Project Solutions in the amount of \$20,000 for Alkali Ridge – Phase 2.

5F. NWGG Lease

I met with NWGG management staff in Walla Walla on October 20. They would be amenable to the Port preparing a clear lease since the prior lease has been assigned to multiple successor entities over many years. NWGG is also willing to let the Port coordinate and improve signage and establish practical utility responsibilities for the "Arlington" sign on top of the grain towers.

5G. City Water Wells – DRAFT Public Utility and Access Easement

City of Arlington provided a draft document, received today November 7. We will begin review and invite discussion for suitable compensation.

Port of Arlington, November 13, 2025 Port Board Meeting, Director Report by Jed Crowther



Port of Arlington
PO Box 279
Arlington, Oregon 97812
541-705-2004

5A

November 7, 2025

Oregon Secretary of State Audits Division
255 Capitol St. NE, Suite #180
Salem, OR 97310

Plan of Action for Port of Arlington

Port of Arlington respectfully submits the following corrective action plan in response to deficiencies reported in our audit of fiscal year ended June 30, 2022. The audit was completed by the independent auditing firm Pauly, Rogers and Co., P.C. and reported the deficiencies listed below. The plan of action was adopted by the members of the governing body at their meeting on **November 13, 2025**, as indicated by signatures below.

Deficiencies are listed below, including the adopted plan of action and timeframe for each.

1. Adjusting Journal Entries (Material Weakness)

a. Text of finding and auditor recommendation:

“During our testing of manual adjusting journal entries we noted that several adjusting journal entries did not have supporting documentation. Further, the Port was unable to articulate the purpose of those adjusting journal entries. We recommend that all adjusting journal entries be supported by appropriate documentation and that they are reviewed by someone independent of the preparation. The reviewer should date their review.”

b. Plan of Action – During the 2022 audit year, abrupt turnover in staff without them communicating past practices made it difficult to verify Journal Entry adjustments. For a cohesive Plan of Action, the Port office is staffed and plans to add more depth by hiring a part-time administrative assistant. Commissioners continue to serve an active role in reviewing financial transactions. As a result, Journal Entries and documentation will be improved for better monitoring and oversight.

c. Timeframe for implementation – The next audit (for 2023) will provide more thorough documentation.

2. Accuracy and Recording of Financial Information (Material Weakness)

a. Text of the finding and auditor recommendation:

“During the course of the audit we received, or assisted in preparation of, several adjusting journal entries. Management is solely responsible for producing accurate financial statement information for the audit. The business office should be able to produce accurate financial information without relying on any independent auditors’ assistance. Without proper controls over the accuracy of the financial statement information and working trial balances, there exists the likelihood of material misstatements to the financial statements. We also recommend the Port implement additional controls to ensure accurate coding and presentation of bond costs and payments.”

b. Plan of Action – Financial records will be maintained with more clarity, precision, and documentation.

c. Timeframe for implementation – The 2023 audit will provide more accurate financial information.

3. Statement of Activities (Material Weakness)

a. Text of the finding and auditor recommendation:

“During the audit we were unable to obtain sufficient appropriate audit evidence to provide a basis of an audit opinion on the Statement of Activities. The port needs to maintain complete evidence of their activities.

b. Plan of Action – The Port will document sufficient appropriate audit evidence of Statement of Activities.

c. Timeframe for implementation – Progress in 2023 with continued improvement in records management.

1. Accounting Records (Significant Deficiency)

a. Text of the finding and auditor recommendation:

“During the course of the audit we encountered significant delays in obtaining documentation required for completion of the audit in compliance with professional standards. The audited financial statements were due to the State Audits Division by December 31, 2022. Adequate resources should be allocated and Port experienced employees should be available to complete the audit in accordance with the legal time frame or consultants should be hired to assist as soon as delays start occurring. Without adequate resources and qualified staffing material misstatements to the financial statements could be made and audits will be filed late. We recommend the Port adopt practices to ensure audits can be completed in a timely manner in accordance with state and professional standards.”

b. Plan of Action – Searching financial records and backup documentation for the gap in staffing during 2021 added delay in audit review. The Port plans to add more depth by hiring a part-time administrative assistant.

c. Timeframe for implementation – A timeline for completion of delinquent audits has been established, to be completed by mid-2026.

2. Bank Reconciliation (Significant Deficiency)

a. Text of the finding and auditor recommendation:

“During our testing of bank reconciliations we noted that the majority of bank statement reconciliations had no evidence of review. We recommend that bank reconciliations should be performed timely for all accounts and reviewed by someone independent of the preparation. The reviewer should date their review.”

b. Plan of Action – The Port has established policy for multiple reviews, including board member approval of bank statements each month that serves as audit evidence.

c. Timeframe for implementation – Continued improvement for the 2023 audit.

Leah Shannon, President

Ron Wilson, Vice President

Kathryn Greiner, Secretary

Gibb Wilkins, Commissioner

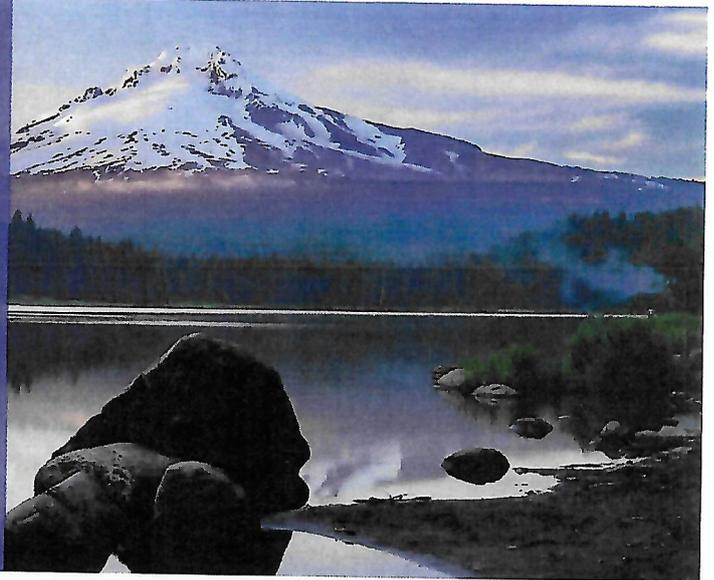
Kip Krebs, Commissioner

Plan of Action

When a municipality's financial audit results in deficiencies (findings) communicated by the auditor, the municipality must adopt a plan of action to address those deficiencies. A copy of that plan must be filed with the Secretary of State (ORS 297.466(2)).

The plan must:

1. Address all financial audit deficiencies communicated by the auditor.
2. Include the estimated period of time necessary to complete the planned actions.
3. Be adopted by the governing body.
4. Be filed with our office within 30 days of filing the audit report.



Plans filed with the Secretary of State that have not been signed by an elected or appointed member of the governing body will not be accepted as fulfillment of this requirement.

An adopted plan is required for all financial statement audit deficiencies. At a minimum, the plan must include actions addressing all deficiencies classified by the auditor as either a material weakness or a significant deficiency. Single Audit findings related to federal compliance, and not part of the financial statement audit results, are not required to be included in the Plan of Action filed with the Oregon Secretary of State.

Documenting the plan and its adoption to comply with the requirements may still be confusing. Refer to the following table for acceptable documentation.



Acceptable

- » Governing body adopts the plan through motion or resolution and signs a copy of the plan
- » Official copy of approved meeting minutes where the plan was adopted with clear indication of adoption



Not Acceptable

- » Management's response to auditor findings
- » Acceptance of the audit report by the governing body
- » A plan signed by management or superintendent who is not an elected or appointed member of the governing body

Frequently Asked Questions

How do I know whether I have deficiencies or findings that apply to this requirement?

Auditors may report deficiencies as follows:

1. In the auditor's report on internal controls over financial reporting in accordance with Government Auditing Standards;
2. In the financial findings section of the schedule of findings and questioned costs issues as part of a single audit;
3. They may make reference to deficiencies and other matters that are communicated in a separate management letter; or
4. In the auditor's report on compliance with state regulations. Auditor comments regarding non-compliance that are not defined as a material weakness or significant deficiency do not require a plan of action to be filed with the Secretary of State.

If you are unsure, ask your auditor if there are any deficiencies subject to this requirement.

What format should the plan take and how can I ensure it will be accepted by the Secretary of State?

A template is available on our website; [Plan of Action template](#). Tailor the template to your specific entity and deficiencies reported. The plan must include:

1. The deficiency
2. Planned corrective actions
3. The timeline for implementation, and
4. Clear demonstration it was adopted by the governing body.

What if the government does not plan to correct the deficiency?

The governing body may choose to accept responsibility for the risks and deficiencies noted by the auditor and not take corrective action. For example, smaller entities may struggle to adequately segregate key functions of cash handling, record keeping, and related duties. In this case, the governing body's plan of action can be an acknowledgement of the deficiency and statement that no action will be taken. This statement should be accompanied by the reason no action will be taken and this matter must still be approved by the governing body through motion or resolution.

What if the deficiency reported is a repeat from prior years?

If the deficiency is repeated in following years, the plan of action, or indication that no action will be taken, is still required to be adopted and filed with the Secretary of State each year.

Who is the governing body?

The governing body includes elected (or appointed) officials who serve as oversight for the municipality. Examples include county commissioners, city counselors, elected Mayors and Fire Chiefs who serve as a member of city council or board of directors, and board members. It does not include school district superintendent, city administrator, or county clerk unless those are elected positions that also serve as a voting member of the governing body.

Questions? Get in touch:

(503) 986-2255

municipalfilings.sos@oregon.gov



Pauly, Rogers and Co., P.C.

12700 SW 72nd Ave, Tigard, OR 97223
 Phone (503) 620-2632 Fax (503) 684-7523
 Website: www.paulyrogersandcocpas.com

Port of Arlington
 100 Port Island Rd,
 Arlington, OR 97812

DATE	INVOICE #
10/31/2025	15638

Mission Statement: Pauly, Rogers and Co., P.C., provides high quality, timely and cost effective auditing and consulting services to meet our clients' needs with an emphasis on improving their performance and accountability.

Invoice

DESCRIPTION	CONTRACT PRICE	PRIOR BILLS	AMOUNT DUE
Change Invoice: Additional amount billed for out-of-scope work	6,000.00		6,000.00
~~~~~ CHANGE ORDER ~~~~~ October 31, 2025 > Added 1 RAS Auditing. (+\$6,000.00) Total change to estimate +\$6,000.00 ~~~~~			
		<b>Payments/Credits</b>	\$0.00
		<b>Balance Due</b>	\$6,000.00

PLEASE MAKE CHECKS PAYABLE TO:  
 PAULY, ROGERS AND CO., P.C.



**PAULY, ROGERS AND Co., P.C.**  
12700 SW 72nd Ave. ♦ Tigard, OR 97223  
(503) 620-2632  
www.paulyrogersandcocpas.com

October 31, 2025

Jed Crowther  
Executive Director  
Port of Arlington

Dear Jed,

As noted in our engagement letter dated August 4, 2022 the fee for our services is based on the anticipated cooperation from your personnel, the assumption that the financial records are closed, balanced, and reconciled, and the scope of work performed in the previous year. This does not include any new GASB pronouncements or substantive changes to pronouncements like new GASB 87 leases or GASB 96 subscriptions.

During the performance of our audit for the year ended June 30, 2022 we noted that material accounts were not reconciled and balanced in the Trial Balance provided to the audit team. Per your request the audit team will assist you in preparing journal entries to reconcile and balance these accounts. When this is completed we will review the entries, including assumptions and calculations, with your personnel.

We have provided you with an itemized list of out-of-scope work and our costs incurred for completing the work to be billed at our standard rate of \$160 per hour. As shown in the table below our total fee billed for the completion of the June 30, 2022 financial statement audit is **\$15,500**

June 30, 2022 Financial Audit Time and Effort	Fixed	\$24,320
Original Engagement Letter Fee	Fixed	\$9,500
Less Courtesy Discount	Fixed	\$(8,820)
Total additional amount billed for out-of-scope work		\$6,000

We kindly request that the District agree to and pay for total billing before we begin on the fiscal 2022-2023 audit..

Regards,

Roy R. Rogers, CPA  
Pauly, Rogers and Co., P.C.

Signature: _____

Title: _____

Date: _____

Port of Arlington  
August 4, 2022

management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

**Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. Your employees will also upload all requested information to our sharefile portal. We anticipate that the audit will be conducted remotely. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

We will provide copies of our reports to the Port; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Pauly, Rogers and Co. P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the cognizant agency or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Pauly, Rogers and Co. P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

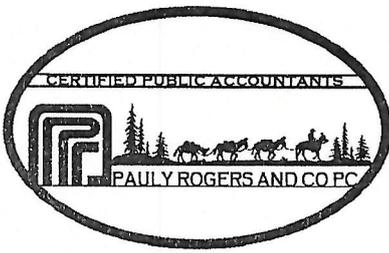
The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Roy R. Rogers is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as we progress through the audit and are payable upon presentation. The fees for our services should not exceed the following, except as noted below:

	Fee too low. Increase next year	
Audit Services:		
Financial Statement Audit		\$ 6,500
Non-Audit Services:		
Assistance in preparation of Financials Statements		<u>3,000</u>
Total		<u>\$ 9,500</u>

This fee includes up to 5 bound copies of the report plus one unbound copy. Additional copies will be billed at the rate of \$60 per copy. This fee is based on the anticipated cooperation from your personnel and on the assumption that the books will be closed, balanced, reconciled, with all material accruals recorded, all auditor requested information prepared prior to our arrival, and that unexpected circumstances will not be encountered during the audit. Our fee is also based upon the scope of the work that was done in the previous year. If there is additional activity this year, beyond the scope of last year's work, we will need to charge for that additional work. We will give you a change of scope letter explaining the added work and our estimated fees, which must be signed by you, before we can continue the engagement or before we perform the additional work. Such work could include, but is not limited to, additional agreed upon procedures that was not previously specified and reconciliations and/or



PAULY, ROGERS, AND CO., P.C.  
12700 SW 72nd Ave. ♦ Tigard, OR 97223  
(503) 620-2632  
www.paulyrogersandcocpas.com

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October 31, 2025

Port of Arlington  
100 Port Island Road  
Arlington, OR 97812

We are pleased to confirm our understanding of the services we are to provide for the year ended June 30, 2023. We will audit the basic financial statements of Port of Arlington as of and for the year ended June 30, 2023.

### Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the disclosures and, where applicable, cash flows thereof, which collectively comprise the basic financial statements of Port of Arlington as of and for the year ended June 30, 2022. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Port of Arlington's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Port of Arlington's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The RSI, as identified in the financial report, is required by U.S. generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited.

We have also been engaged to report on supplementary information other than RSI that accompanies Port of Arlington's financial statements. We will subject the supplementary information, as identified in the financial report, to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole.

In connection with our audit of the basic financial statements, we will read the other information, as identified in the financial report, and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

**Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and will include tests of accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

**Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

**Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Port of Arlington's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion.

**Other Services**

We will also prepare or assist in preparing the financial statements and related notes of Port of Arlington in conformity with accounting principles generally accepted in the United States of America based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

**Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are also responsible for the preparation of the other supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. Your employees will also upload all requested information to our ShareFile portal. We anticipate that the audit will be conducted remotely. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

We will provide copies of our reports to the Port; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Pauly, Rogers and Co. P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the cognizant agency or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Pauly, Rogers and Co. P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Roy R. Rogers is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

**Port of Arlington**  
**October 31, 2025**

Our fees for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as we progress through the audit and are payable upon presentation. The fees for our services should not exceed the following, except as noted below:

Audit Services:

Financial Statement Audit \$ 11,000

Non-Audit Services:

Assistance in preparation of Financials Statements (1) 3,500

Total \$ 14,500

- (1) We will assist in compiling Financial Statements using schedules and information prepared, reconciled and balanced exclusively by the Port.

This fee includes up to 1 unbound copy and 1 electronic copy, additional copies will be \$160 each. This fee is based on the anticipated cooperation from your personnel and on the assumption that the books will be closed, balanced, reconciled, with all material accruals recorded, all auditor requested information prepared prior to our arrival, and that unexpected circumstances will not be encountered during the audit. Our fee is also based upon the scope of work that was done in the previous year. If there is additional activity this year, beyond the scope of last year's work, we will need to charge for that additional work. Such work could include, but is not limited to, additional agreed upon procedures, audit testing required under the Single Audit Act Amendments of 1996 that was not previously specified, and reconciliations and/or adjustments to the financial statements as well as any work required of us to review GASB 87 and 96 that is prepared by you. Our minimum fee is \$600 for each of these GASB's if you use a third party actuary. This is based upon an estimate of four hours of work per GASB schedule. Additional work will be billed at \$160 per hour. If you self-prepare calculations for either GASB 87 or 96 we will charge \$160 per hour to review provided calculations. Other additional work time will be billed at our standard hourly billing rates for the individuals who perform those services.

If the Port does not have substantially all items on the preparation list available and ready for audit, including all accounts reconciled, the Port must contact us to re-schedule the audit. Cancellation for any reason must be communicated to the in-charge auditor at least three days prior to the first scheduled date of fieldwork, otherwise a mobilization fee of \$1,000 will be charged to the Port. If the audit team arrives at the Port's offices to conduct fieldwork and finds that the books and records are not adequately prepared for audit, the audit team will have to re-schedule fieldwork until such time that the Port's books and records are adequately prepared for audit and a mobilization fee of \$1,000 will be charged to the Port.

Upon issuance of any invoices, there is a 30-day grace period for payment before a finance charge is assessed on any outstanding balance. Should any outstanding balance for our services exceed 31 days, you will be notified in writing of the balance due for the specified work performed, and we will perform no further services until we are paid in full. A total of three letters will be sent before we begin collection procedures after 120 days. You agree to reimburse us for all administrative, collection service, attorney, and other related filing fees and costs associated with the collection of our fees.

Requests to present the annual financial report to the board of governance or delegated committee will be assessed based on the availability of management during the time requested. An additional fee of \$500 will be assessed for an in person presentation based on travel expenses, and time spent for travel, preparation and the presentation. If the Port utilizes a virtual meeting (conference phone call, Zoom, Skype, etc.) an additional fee will not be assessed.

Any claim arising out of services rendered to this agreement shall be resolved in accordance with the laws of the State of Oregon. It is agreed by the Port and Pauly, Rogers and Co., P.C. or any successors in interest that no claim arising out of services rendered pursuant to this agreement by or on behalf of the Port shall be asserted more than two years after the date of this engagement report issued by us.

Port of Arlington  
October 31, 2025

The Port hereby indemnifies Pauly, Rogers and Co., P.C. and its partners, principals and employees and holds them harmless from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the Port's management, regardless of whether such person was acting in the Port's interest. This indemnification will survive termination of this letter.

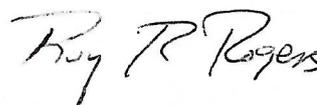
We have provided staff to work with your Port as auditors. In the future, you may decide that you need the services of one or more full-time employees for this work. At that time, we can assist you in identifying qualified individuals. However, because of the knowledge that our staff has obtained about your Port, you may wish to hire one or more of them. If this should occur, we will charge you a recruiting fee equivalent to twenty percent of the annual salary offered to our employee to compensate us for the loss of our valued and extensively trained employee.

**Reporting**

We will issue written reports upon completion of our audit of Port of Arlington's financial statements. Our reports will be addressed to management and the governing body of Port of Arlington, which will also address other information in accordance with AU-C 720, The Auditor's Responsibilities Relating to Other Information Included in Annual Reports. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue reports, or withdrawing from the engagement.

We appreciate the opportunity to be of service to Port of Arlington and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Sincerely,



ROY R. ROGERS, CPA  
PAULY, ROGERS AND CO., P.C.

Signature: _____

Title: _____

Date: _____

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**GROUND LEASE  
AMENDMENT NO. 2**

**Whereas**, the Port of Arlington ("Lessor") and Palouse River and Coulee City Railroad, LLC ("Tenant") entered into a ground lease for approximately 21,836 square feet over and including the northwesterly portion of Gilliam County Map and Taxlot No. 03N21E28-00-00205 located at 1620 Railroad Avenue in the City of Arlington, Oregon, effective January 1, 2020 ("Lease") for an initial five (5) year term expiring effective December 31, 2024; and,

**Whereas**, by mutual agreement of the parties, as documented by Lease Amendment No. 1, Lessor and Lessee modified the terms of the Lease to (i) allow modifications to the Lease, in writing and dated and signed by each party's authorized representative; (ii) extend the initial term of the Lease for an additional one (1) year with a new expiration date of midnight, December 31, 2025; and (iii) retain Lessee's option to renew the Lease for an additional five (5) years, with the renewal period being from the 1st day of January, 2025 through midnight on the 30th day of December 2030 to the 1st day of January, 2026 through midnight on the 30th day of December 2031; and

**Whereas**, by mutual agreement of the parties, as documented by Lease Amendment No. 2, Lessor and Lessee desire to modify the Lease, as previously amended, pursuant to the terms set forth hereinbelow to revise Lessee's option to renew the Lease from an additional five (5) year term, the renewal period from the 1st day of January, 2026 through midnight on the 30th day of December 2031, to two (2) optional renewal terms; the first optional renewal term being one (1) three (3) year renewal term, the renewal period being January 1, 2026 through midnight on December 31, 2028; and the second optional renewal term being one (1) seven (7) year renewal term, the renewal period being January 1, 2029 through midnight on December 31, 2035; and

**Whereas**, by mutual agreement of the parties, as documented by Lease Amendment No. 2, Lessor and Lessee desire to extend the Lease for the first optional renewal term being one (1) three (3) year renewal term, the renewal period being January 1, 2026 through midnight on December 31, 2028.

**Now therefore**, Lessor and Lessee agree as follows:

1. Lessee's option of renewing the Lease for an additional five (5) years on the same terms and conditions as stated in the Lease, beginning on the 1st day of January, 2026 and ending at midnight on the 30th day of December, 2031, is retracted and hereby replaced with Lessee being granted two (2) optional renewal terms; the first optional renewal term being one (1) three (3) year renewal term, the renewal period being January 1, 2026 through midnight on December 31, 2028; and the second optional renewal term being one (1) seven (7) year renewal term, the renewal period being January 1, 2029 through midnight on December 31, 2035.

2. The Lease shall be extended for the first optional renewal term being one (1) three (3) year renewal term, with the renewal period being January 1, 2026 and expiring midnight on December 31, 2028.

3. Lessee's election to exercise the second optional renewal term, as set forth in paragraph 1 hereinabove, is subject to Lessee's notification to Lessor, in writing, of the intent to exercise the renewal option at least thirty (30) days prior to the expiration of the initial term, as extended by this Amendment No. 2.

Except as modified by this Amendment No. 2, and Amendment No. 1, all terms and conditions of the Lease shall remain in full force and effect.

DATED THIS _____ DAY OF _____ 2025.

By: LESSOR  
PORT OF ARLINGTON

By: LESSEE  
PALOUSE RIVER AND COULEE  
CITY RAILROAD, LLC

_____  
Leah Shannon,  
Port Commission Board President

_____  
[Name of Lessee's Authorized Rep],  
[Title of Lessee's Authorized Rep]

PORT OF ARLINGTON, OREGON

5D

RESOLUTION NO. 2025-04

A RESOLUTION UPDATING AND SETTING GENERAL PORT FEES.

WHEREAS, General Port Fees were previously established by Resolution 2023-157 with effective date of June 8, 2023; and

WHEREAS, the Port of Arlington desires to update general fees for RV Park, Dry Camp, and Marina Moorage;

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Port of Arlington hereby establishes the following rates for General Port fees, to be effective January 1, 2026.

1. Public Records Requests

Photocopies:

8½ x 11	Single Sided	\$0.25 per page
	Double Sided	\$0.30 per page
	Color	\$0.75 per page
11 x 17	Single Sided	\$0.30 per page
	Double Sided	\$0.45 per page
	Color	\$1.00 per page

Certified Copies: \$10.00 each

Faxes: Sending/Receiving \$1.00 per page

Audio Recordings: \$15.00 each

Hourly Rates for Employee Time:

Port Staff	\$35.00 per hour
Port Administrator	\$60.00 per hour

Cost for Delivery of Records: Actual costs, i.e., postage and courier fees

Attorney Fees: Actual fees charged for attorney review, redaction, or segregating records into exempt and non-exempt records

2. RV Park

**Daily Rates**

Full Hook-Up (Water, Sewer, Electric, Wi-Fi)	<b>\$50.00</b>
Dry Camp at west end of Island	<b>\$20.00</b>

**Weekly Rates**

Full Hook-Up (Water, Sewer, Electric, Wi-Fi)	<b>\$200.00</b>
----------------------------------------------	-----------------

**Monthly Rates**

Full Hook-Up (Water, Sewer, Electric, Wi-Fi)	<b>\$650.00</b>
----------------------------------------------	-----------------

### 3. Marina Moorage

#### Annual Marina Rates

Boats up to 30 Feet           **\$900.00 annually**  
Boats over 30 Feet           **\$2.75/ft/mo/yr**

#### Monthly Moorage Rates

Boats up to 30 Feet           **\$75.00 per month**  
Boats over 30 Feet           **\$2.75/ft/mo/yr**

November 1 thru March 31

Plug-in to power pedestal   **\$1.50/ft/mo**

#### Transient Moorage Dock Utility Rates

Boats up to 30 Feet   \$25 per day for Power and Water Hook-Up

Boats over 30 Feet   \$40 per day for Power and Water Hook-Up

**Self Fueling Pumps** for Non-ethanol gas and off-road diesel available 24-7 with Credit Card.

### 4. Gronquist Room Rental

**Daily Rates**   \$200.00 per day (24 hour reserved)

**Hourly Rates** \$20.00 per hour

**ADOPTED** by the Board of Commissioners for the Port of Arlington on this _____ day of _____.

_____  
President

ATTEST:

_____  
Secretary-Treasurer



To: Port of Arlington RV Park & Marina Tenants

From: Jed Crowther, Executive Director

Date: November 14, 2025 (after enactment of Rate Increase Resolution)

Re: 2025 RV Park & Marina Moorage Rates

On October 9, 2025, the Port Commission approved increased RV Park and Marina Moorage rates to amounts that align with similar campgrounds and marinas in the Arlington area. The following RV Park and Marina Moorage rates will be effective January 1, 2026.

<b>RV PARK</b>	
<b>Daily Rates</b>	
Full Hook-Up (Water, Sewer, Electric, Wi-Fi)	\$50.00
Dry Camp at west end of Island	\$20.00
<b>Weekly Rates</b>	
Full Hook-Up (Water, Sewer, Electric, Wi-Fi)	\$200.00
<b>Monthly Rates</b>	
Full Hook-Up (Water, Sewer, Electric, Wi-Fi)	\$650.00
<b>MARINA MOORAGE</b>	
<b>Annual Marina Rates</b>	
Boats up to 30 feet	\$900.00/yr
Boats over 30 feet	\$2.75/ft/yr
<b>Monthly Moorage Rates</b>	
Boats up to 30 feet	\$75.00/mo
Boats over 30 feet	\$2.75/ft/mo
November 1 thru March 31 Plug-in to power pedestal	\$1.50/ft/mo
<b>Transient Moorage Dock Utility Rates</b>	
Power & Water Hook-Up	
Boats up to 30 feet	\$25.00/day
Boats over 30 feet	\$40.00/day

The Port of Arlington appreciates your patronage. We have worked to increase safety and improve functionality at the Port RV Park and Marina, and we will continue to seek improvements that provide a better experience for all tenants and visitors. We understand that any rate increase is difficult, and we are working to keep our rates reasonable. Please feel free to contact our office with any questions.

# CERTIFICATE OF SUBSTANTIAL COMPLETION

5E1

Owner: Port of Arlington  
Engineer: Anderson Perry & Associates, Inc.  
Contractor: Bolen Construction LLC  
Project: Alkali Ridge Subdivision - 2025

This  Preliminary  Final Certificate of Substantial Completion applies to:

All Work  The following specified portions of the Work:

Date of Substantial Completion: November 6, 2025

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities:  None  As follows:

Amendments to Contractor's Responsibilities:  None  As follows:

The following documents are attached to and made a part of this Certificate:

See attached Punch List.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

## Executed by Engineer

By (signature):   
Name (printed): Bill Ledbetter  
Title: Construction Administrator

**Received by Owner**

By (signature): _____

Name (printed): Jed Crowther

Title: Executive Director

**Received by Contractor**

By (signature): 

Name (printed): Marc Mortimer

Title: Project Manager



**PUNCH LIST**

**DATE:** October 6, 2025

**PROJECT:** Port of Arlington – Alkali Ridge Subdivision

**PROJECT NO.:** 41-14

**CONTRACTOR:** Bolen Construction

**INSPECTED BY:** Bill Ledbetter

Item No.	Description	Location	Accepted	
			By	Date
1	Adjust valve box to finish grade and install concrete collars	All valve box locations on the project		
2	Adjust Manholes to finish grade and install concrete collars	All manholes in the new paved road surface		
3	Complete gravel restoration as required	Throughout the project as needed		
4	Remove all sediment fence	Throughout the project as required		
5	Complete signing and stripping	As shown on Sheet s SS-101 and SS-102		
6	Clean up staging area	East of 3 rd Street		
7	Perform final clean up as required	Throughout the entire project		
8	Seed disturbed areas as required	Areas disturbed by the Contractor		

5E2

Exhibit A

**ALKALI RIDGE SUBDIVISION**

A REPLAT OF PARCEL 2 AND PARCEL 3 OF PARTITION PLAT NO. 2024-01 LOCATED IN THE SW1/4 OF THE SW1/4 OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 21 EAST, WILLAMETTE MERIDIAN, CITY OF ARLINGTON, GILLIAM COUNTY, OREGON

**SURVEY NARRATIVE**

**PURPOSE:** THIS MAP IS TO SUBDIVIDE THE PROPERTY AS SHOWN.

**PROCEDURE:** THE ENTIRE PROPERTY WAS SURVEYED AND MONUMENTED WITH THE SAID FOUND CORNERS AT THE SOUTHWEST CORNER, SOUTH 1/4 CORNER COMMON TO SECTION 28, 29 & 30, 70 & 1/4 CORNER COMMON TO SECTION 28, AND 33, AND THE SW 1/16 CORNER OF SAID SECTION 28. ALL NEW LOT LINES ARE LAID OUT ACCORDING TO PORT OF ARLINGTON.

**BASIS OF BEARING**

THE BASIS OF BEARING IS THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 28, T. 3N. R. 21E. W. 3M. GILLIAM COUNTY, OREGON, AND IS BASED ON OREGON COORDINATE REFERENCE SYSTEM - COLUMBIA RIVER EAST ZONE.

**LEGEND**

- SET 3/8" x 30" IRON ROD WITH ORANGE PLASTIC CAP MARKED "APA 49593PLS"
- ⊕ FOUND SECTION CORNER AS NOTED
- ⊙ FOUND 3/8" IRON ROD WITH ORANGE PLASTIC CAP MARKED "APA 49593PLS OR AS NOTED"
- FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "APA"
- P.U.E PUBLIC UTILITY EASEMENT
- L.P. LAND PARTITION PLAT
- ADJACENT PROPERTY LINE
- - - EXISTING PARCEL BOUNDARY LINE
- - - PROPOSED PARCEL BOUNDARY LINE
- - - EXISTING EASEMENT LINE
- - - PROPOSED EASEMENT LINE

**SURVEYED FOR:**

PORT OF ARLINGTON  
PO BOX 290  
100 PORT ISLAND ROAD  
ARLINGTON, OR 97112

REGISTERED PROFESSIONAL LAND SURVEYOR  
**PRELIMINARY**  
RICHARD L. STEIN  
OFFICE  
EXPIRES: 6/30/2026

LOCATED IN THE NW1/4 AND THE SW1/4 OF THE SW1/4 OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 21 EAST, WILLAMETTE MERIDIAN, CITY OF ARLINGTON, GILLIAM COUNTY, OREGON

AS SHOWN  
DATE: 5 SEPT 2025  
JOB NO: 41-13(103)  
1401 N. PEPPER STREET, PO BOX 1107 • LA GRANGE, OR 97126 • (503) 683-8300

**spanderson perery**

SCALE: 1" = 100'

WEST: 1/2

**LINE TABLE**

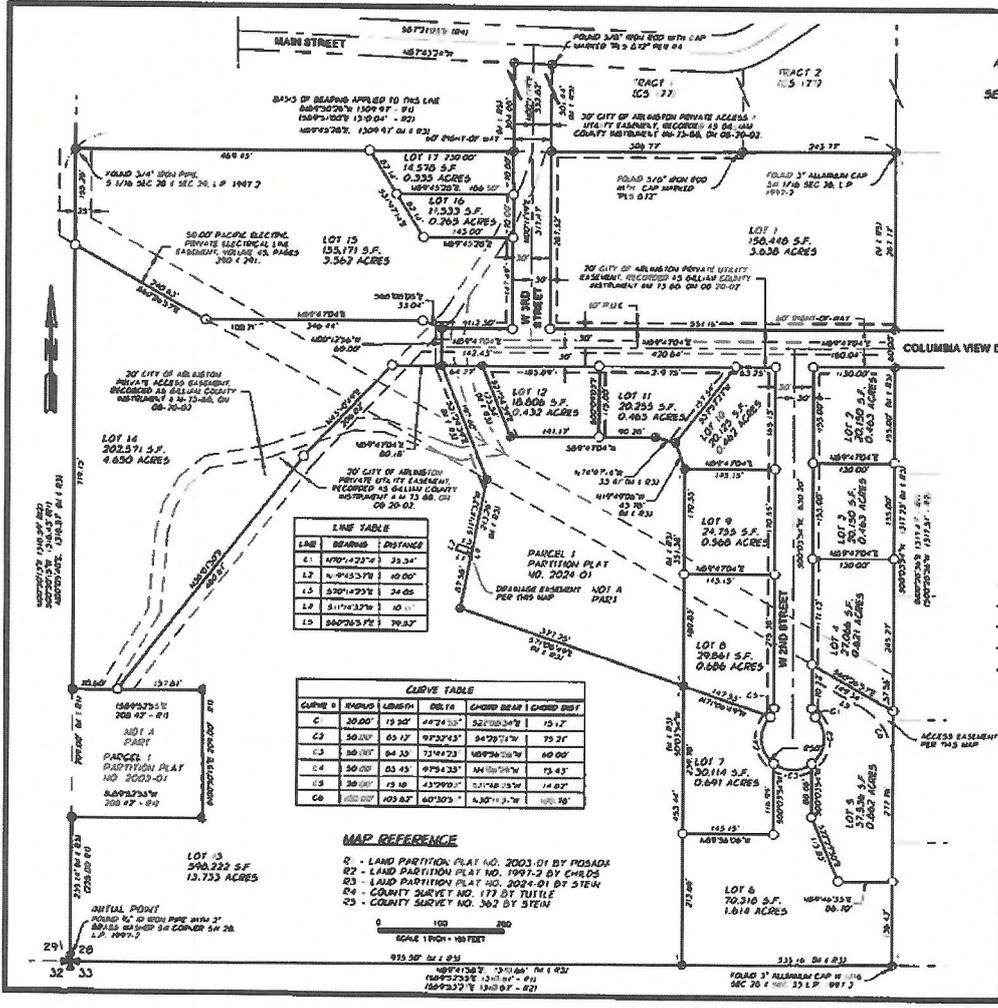
LINE	BEARING	DISTANCE
L1	N70°12'23"W	31.24'
L2	N74°43'37"E	40.00'
L3	S30°14'23"E	34.05'
L4	S11°14'32"E	40.11'
L5	S80°26'57"E	78.27'

**CURVE TABLE**

CURVE #	RADIUS	LENGTH	DELTA	CHORD BEAR	CHORD DIST
C1	39.00'	13.20'	187°14'55"	S27°10'30"W	75.17'
C2	39.00'	65.17'	97°24'23"	S47°20'17"W	75.21'
C3	39.00'	64.33'	72°14'32"	N68°36'16"W	69.60'
C4	39.00'	63.43'	67°54'32"	N48°10'24"W	74.43'
C5	39.00'	75.38'	43°29'07"	S17°48'13"W	14.87'
C6	39.00'	103.87'	60°30'5"	N30°11'3"W	105.78'

**MAP REFERENCE**

- R - LAND PARTITION PLAT NO. 2003-01 BY ROSADA
- 82 - LAND PARTITION PLAT NO. 1997-2 BY CHEDS
- 23 - LAND PARTITION PLAT NO. 2001-01 BY STEIN
- R4 - COUNTY SURVEY NO. 177 BY STEIN
- 25 - COUNTY SURVEY NO. 362 BY STEIN



**ALKALI RIDGE SUBDIVISION**

A REPLAT OF PARCEL 2 AND PARCEL 3 OF PARTITION PLAT NO. 2024-01 LOCATED IN THE SW1/4 OF THE SW1/4 OF SECTION 28,  
TOWNSHIP 3 NORTH, RANGE 21 EAST, WILLAMETTE MERIDIAN, CITY OF ARLINGTON, GILLIAM COUNTY, OREGON

**SURVEYOR'S CERTIFICATION**

I, RICHARD E. STEIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON, DO HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH LEGAL MONUMENTS, THE LAND AS SHOWN HEREON IN ACCORDANCE WITH ORS CHAPTER 92, AS REVISED, AND CITY OF ARLINGTON DEVELOPMENT ORDINANCES. I FURTHER CERTIFY THAT THE INITIAL POINT HAS BEEN IDENTIFIED AS THE EXISTING SOUTHWEST CORNER OF SECTION 28 AS SHOWN HEREON. I FURTHER CERTIFY THAT I HAVE PROVIDED THE TRACT LEGAL DESCRIPTION IN ACCORDANCE WITH ORS 92.120(1) AS SHOWN BELOW.

RICHARD E. STEIN _____ DATE _____  
CERTIFICATE NO. 49593PL5

**LEGAL DESCRIPTION**

PARCEL 2 OF PARTITION PLAT 2024-01 SITUATED IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 21 EAST, WILLAMETTE MERIDIAN, GILLIAM COUNTY, OREGON.  
PARCEL 3 OF PARTITION PLAT 2024-01 SITUATED IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 21 EAST, WILLAMETTE MERIDIAN, GILLIAM COUNTY, OREGON.

- SUBJECT TO 20' CITY OF ARLINGTON PRIVATE UTILITY EASEMENT, RECORDED AS GILLIAM COUNTY INSTRUMENT 84-73-88, ON 06-20-02.
- SUBJECT TO 20' CITY OF ARLINGTON PRIVATE ACCESS & UTILITY EASEMENT, RECORDED AS GILLIAM COUNTY INSTRUMENT 84-73-88, ON 06-20-02.
- SUBJECT TO 30.00' PACIFIC ELECTRIC, PRIVATE ELECTRICAL LINE EASEMENT, VOLUME 45, PAGES 290 & 291.
- SUBJECT TO 20' CITY OF ARLINGTON PRIVATE ACCESS EASEMENT, RECORDED AS GILLIAM COUNTY INSTRUMENT 84-73-88, ON 06-20-02.
- SUBJECT TO 20' CITY OF ARLINGTON PRIVATE UTILITY EASEMENT, RECORDED AS GILLIAM COUNTY INSTRUMENT 84-73-88, ON 06-20-02.

**OWNER'S DECLARATION & DEDICATION**

CITY OF ARLINGTON, A PORT DISTRICT IN THE STATE OF OREGON IS THE OWNER OF SAID LANDS AND HAS CAUSED THIS PLAT TO BE PREPARED AND THE SUBDIVISION AS SHOWN HEREON IN ACCORDANCE WITH THE PROVISIONS OF ORS CHAPTER 92, AS REVISED, AND THE CITY OF ARLINGTON DEVELOPMENT ORDINANCES. I HEREBY DEDICATE THE EASEMENTS AS IDENTIFIED HEREON FOR THE PURPOSES STATED HEREIN. I FURTHER DEDICATE TO THE PUBLIC FOR PUBLIC ROAD AND UTILITY PURPOSES, W. 2ND STREET AND W. 3RD STREET AS SHOWN.

JED CROWTHER, EXECUTIVE DIRECTOR _____

**ACKNOWLEDGMENT**

STATE OF OREGON _____ (59)

COUNTY OF _____

ON THE _____ DAY OF _____, 2025, THE ABOVE

NAMED _____ APPEARED PERSONALLY BEFORE ME AND I KNOW HIM TO BE THE IDENTICAL INDIVIDUAL AND EXECUTED THE OWNER'S DECLARATION AND ACKNOWLEDGED THAT HE DID SO FREELY AND VOLUNTARILY.

NOTARY PUBLIC FOR THE STATE OF OREGON _____

PRINTED NAME: _____

COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

**APPROVALS**

**CITY OF ARLINGTON**

THE ACCOMPANYING PLAT IS HEREBY APPROVED

DATED THIS _____ DAY OF _____, 2025.

_____  
MAYOR, CITY OF ARLINGTON

**CITY OF ARLINGTON PLANNING COMMISSION**

THE ACCOMPANYING PLAT IS HEREBY APPROVED

DATED THIS _____ DAY OF _____, 2025.

_____  
PLANNING COMMISSION CHAIRMAN, CITY OF ARLINGTON

**GILLIAM COUNTY SURVEYOR**

I CERTIFY I HAVE EXAMINED THE ACCOMPANYING PLAT, THAT IT COMPLES WITH THE LAWS OF THE STATE OF OREGON, WITH REFERENCE TO PLANS AND RECORDS OF SUCH PLATS, AND THEREFORE APPROVE SAID PLAT FOR SIGNATURE BY THE COUNTY COMMISSIONERS OF THE GILLIAM COUNTY, OREGON.

DATED THIS _____ DAY OF _____, 2025.

_____  
GILLIAM COUNTY SURVEYOR

**GILLIAM COUNTY CLERK**

I DO HEREBY CERTIFY THAT THIS PLAT HAS RECEIVED ON

THIS _____ DAY OF _____, 2025, AT _____ O'CLOCK _____

AND RECORDED AS DOCUMENT NO _____ OF GILLIAM COUNTY RECORDS

_____  
GILLIAM COUNTY CLERK

LOCATED IN THE SW1/4 OF THE SW1/4 OF SECTION 28,  
TOWNSHIP 3 NORTH, RANGE 21 EAST, WILLAMETTE MERIDIAN,  
CITY OF ARLINGTON, GILLIAM COUNTY, OREGON

FILED 16:04:14 at Arlington, OR on 13/09/2025. Register No. 49593PL5

REGISTERED PROFESSIONAL LAND SURVEYOR  
**PRELIMINARY**  
OREGON  
RICHARD E. STEIN  
49593PL5  
EXPIRES 08/30/2028

AS SHOWN		SHEET <b>2/2</b>
DATE: 13 SEPT 2025 JOB NO: 41-13(103)		

1401 N. 2ND STREET, PO BOX 1107 - LA GRANDE, OR 97850 • (541) 863-3309



5E3a

RESIDENTIAL

LISTING AGREEMENT - EXCLUSIVE

1 1. PARTIES: This Listing Agreement - Exclusive (this "Listing Agreement") is by and between (insert seller name[s])
2 Port of Arlington ("Seller")
3 and (insert firm name) LandWise Real Estate Advisors, LLC ("Firm"),
4 by and through its real estate agent (insert name) Tiffani Deal ("Seller's Agent"),
5 whose real estate license number is 201257991. Seller's Agent is supervised by (identify Seller's Agent's managing principal broker)
6 ("Seller's Agent's Managing Principal Broker"),
7 who can be contacted at (provide phone number) 509-366-2195. For the purposes of this Listing Agreement, the term "Seller's Agent"
8 will refer collectively to the Seller's Agent, Firm, Seller's Agent's Managing Principal Broker, and any of Firm's other real estate agents assisting
9 Seller's Agent in the representation of Seller in the sale of (insert property address): Alkali Ridge Subdivision - Lots 2-12, 16-17
10 Arlington OR 97812 (the "Property").

11 2. EXCLUSIVITY: Seller's Agent will have the exclusive right to offer the Property for sale, lease, option, or exchange (the "Sale") generally described
12 below (the "Services") during the Term (defined in Section 3). Seller will work only with Seller's Agent to perform the Services and will not engage or
13 employ any other real estate firm or person to offer the Property for Sale during the Term. Seller represents and warrants to Seller's Agent that Seller
14 is not a party to any agreement with any other real estate agent or firm to perform any of the Services for the Property.

15 3. TERM: This Listing Agreement will begin when all parties have signed and delivered this Listing Agreement and will expire at 5:00 p.m. on (insert
16 date) 11/13/2026 ("Term"). If Seller enters into a Sale agreement during the Term, the Term will automatically be extended to
17 include the closing date of the Sale. The Term, including any automatic extensions, will not exceed twenty-four (24) months.

18 4. COMPENSATION: COMPENSATION FOR REAL ESTATE AGENTS IS NOT SET BY LAW: THERE IS NO STANDARD OR MINIMUM LEVEL OF
19 COMPENSATION FOR REAL ESTATE AGENTS. SELLER IS FREE TO NEGOTIATE THE TERMS OF COMPENSATION WITH SELLER'S AGENT.

20 Seller will pay Firm as follows: (select all that apply)
21 (a) [X] Fee. Seller will pay Firm a fee of (select and complete one) [ ] \$ _____ or [X] 4 % of the gross sale, lease, or option price
22 (the "Fee") if, during the Term, or during any extension of the Term, or within 180 calendar days (one hundred eighty [180] if not filled in)
23 after its expiration or termination, Seller closes a Sale with a buyer to whom the Property was shown during the Term.

24 Seller(s) Initials (required if option [a] is selected) _____ / _____
25 If Seller enters into a listing agreement after the Term and pays compensation under the terms of that listing agreement, Seller will not be
26 obligated to pay the Fee under this Listing Agreement.

27 Seller will pay the Fee to Firm at closing of the Sale and authorizes Firm to divide the Fee with real estate agents at Firm at Firm's discretion.
28 If Firm is entitled to a Fee under this Section 4(a), Seller assigns to Firm the proceeds of any Sale to the extent of the Fee and instructs escrow
29 to pay the Fee to Firm at closing of a Sale.

30 (b) [ ] Nonrefundable Fee. Seller will pay a nonrefundable fee of \$ _____ to Firm upon signing and delivering this Listing Agreement.
31 This fee (select one) [ ] will [ ] will not be credited against any compensation to which the Firm becomes entitled under this Listing Agreement.
32 Seller(s) Initials (required if option [b] is selected) _____ / _____

33 5. PRICE: Seller authorizes Seller's Agent to market the Property at a price of (enter price) \$ _____.

34 6. MULTIPLE LISTING SERVICES: A Multiple Listing Service ("MLS") is an organization that allows real estate agents to share information about
35 properties available for sale. Other companies may publish information about the Property that they obtain from an MLS on their website. MLS rules
36 may prohibit Seller's Agent from placing on an MLS any information regarding Seller's willingness to compensate a buyer's real estate agent.

37 Seller's Agent is authorized to begin marketing the Property as of: (insert date or event) November 14, 2025

39 Seller instructs Seller's Agent as follows: (select one)
40 (a) [X] Enter into MLS(s). Seller's Agent is authorized to use one or more Oregon MLSs to market the Property, and Seller will complete all
41 forms required by those MLSs. Seller's Agent will enter the Property information into the following MLSs: (select all that apply)
42 [X] RMLS Oregon, [ ] Oregon Data Share MLS, [ ] Willamette Valley MLS, [ ] Oregon Coast MLS,
43 [ ] Clatsop Association of Realtors® MLS, [ ] Tillamook County Board of Realtors® MLS, [ ] Intermountain MLS

Seller Initials _____ / _____ Date _____

**LISTING AGREEMENT - EXCLUSIVE**

44 (b)  **Do Not Enter into any MLS.** Seller authorizes Seller's Agent to exclude the Property information from any MLS. If selected, Seller  
45 acknowledges some MLSs may require Seller to sign additional documentation.

46 (c)  **No MLS Membership.** Seller acknowledges that Seller's Agent is not a member of an MLS and the property will not be entered into an  
47 MLS.

48 **6.1. Coming Soon.** (This section only applies if 6[a] is selected above.) Each property listed in an MLS is given a status label related to the way  
49 the property is currently being marketed. Coming Soon status is a period of time that the Property will be advertised in the MLS, however, there  
50 may be restrictions regarding distribution to other websites and property showings as well as other MLS rules ("Coming Soon"). (select one)

51 (a)  Seller authorizes marketing of the Property in Coming Soon status for up to _____ calendar days (not to exceed the maximum number  
52 of days permitted by the applicable MLS) after the date this Listing Agreement is signed and delivered. If this section is selected, Seller  
53 acknowledges the MLS in which this Property is listed may require Seller to sign additional documentation.

54 (b)  Seller does not authorize marketing of the Property as Coming Soon.

55 **7. AUTHORITY:** During the Term, Seller authorizes Seller's Agent to:

56 (a) advertise the Property for sale;

57 (b) access and allow access to the Property, and use and allow use of the utilities at the Property, by

58 (i) real estate agents to show it to prospective buyers;

59 (ii) appraisers to appraise the Property;

60 (iii) home inspectors to inspect the Property; and

61 (iv) contractors to perform repairs or improvements to the Property as authorized by Seller;

62 (c) cooperate with other real estate agents in facilitating a Sale of the Property;

63 (d) accept or allow buyer's real estate agents or escrow to accept earnest money deposits on Seller's behalf;

64 (e) take any other action reasonably necessary to bring about a Sale of the Property;

65 (f) after closing of any Sale of the Property, disclose to the MLS and appraisers any contributions or other concessions paid by Seller.

66 **8. AUTHORIZATIONS:**

67 (a) Seller (select one)  authorizes  does not authorize Seller's Agent to place a sign on the Property advertising it for sale and remove  
68 other similar signs.

69 (b) Seller (select one)  authorizes  does not authorize Seller's Agent to install a lockbox on the Property. A lockbox holds a key that  
70 permits access to the Property for the purposes described in Section 7(b).

71 (c) (select one)  Seller  Seller's Agent will provide Property photographs, images, and other media (the "Media"). The provider has or  
72 will:

73 (i) obtain authorization from the owners of the Media to use it in Seller's Agent's MLS and other marketing; and

74 (ii) notify the owners of the Media that Seller's Agent has no control over websites or applications displaying the Media that is received for  
75 the listing, that the Media will not be deleted and will remain in the MLS after the Sale, and the Media may continue to be displayed on the  
76 MLS and other websites long after a Sale or a termination, expiration or withdrawal of the Property from the market.

77 (d) If Seller authorized Seller's Agent to enter the Property into the MLS in Section 6 (Multiple Listing Services), Seller (select one)  
78  authorizes  does not authorize the Media to be entered into the MLS. If Seller does not authorize the Media to be entered into the MLS,  
79 and the MLS(s) selected in Section 6 require(s) a photo of the Property, Seller authorizes Seller's Agent to enter one exterior photo of the  
80 Property.

81 **9. SELLER'S AGENT'S REPRESENTATION OF OTHER SELLERS OR BUYERS:** Seller acknowledges:

82 (a) Seller has received and read the Initial Agency Disclosure Pamphlet, which describes Seller's Agent's obligations to Seller;

83 (b) Seller's Agent might represent other sellers who desire to sell, option, exchange, or lease properties similar to the Property; and

84 (c) Seller's Agent might represent buyers who are interested in acquiring the Property.

Seller Initials _____ / _____ Date _____

**LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE**

**OREF 015 | Released 05/2025 | Page 2 of 5**

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**LISTING AGREEMENT - EXCLUSIVE**

85 Seller and Seller's Agent will enter into a Disclosed Limited Agency Agreement stating, among other things, whether Seller consents to Seller's Agent's  
86 representation of other persons in transactions involving the Property.

87 **10. SELLER'S AGENT'S OBLIGATIONS:** Seller's Agent will:

88 (a) deal honestly and in good faith;

89 (b) present all written offers, notices, and other communications to and from Seller in a timely manner without regard to whether the Property  
90 is subject to a contract for Sale;

91 (c) disclose material facts known by the seller's real estate agent and not apparent or readily ascertainable to a party;

92 (d) exercise reasonable care and diligence;

93 (e) account in a timely manner for money and property received on behalf of Seller;

94 (f) be loyal to Seller by not taking action that is adverse or detrimental to Seller's interest in a transaction;

95 (g) disclose in a timely manner to Seller any conflict of interest, existing or contemplated;

96 (h) advise Seller to seek expert advice on matters related to the transaction that are beyond Seller's Agent's expertise;

97 (i) maintain confidential information from or about Seller except under subpoena or court order, even after termination of the agency  
98 relationship; and

99 (j) unless agreed otherwise in writing, make a continuous, good-faith effort to find a buyer for the Property, except that Seller's Agent is not  
100 required to seek additional buyers for the Property while the Property is subject to a contract for Sale.

101 Nothing in this section implies a duty to investigate matters that are outside the scope of Seller's Agent's expertise, including but not limited to the  
102 investigation of the condition of the Property, the legal status of the title, or the Seller's past conformance with law, unless the Seller's Agent agrees  
103 in writing to investigate a matter.

104 **11. SELLER'S OBLIGATIONS:** Seller will cooperate with Seller's Agent by:

105 (a) furnishing all personal and financial information necessary for Seller's Agent to perform the Services, and indemnifying and holding Seller's  
106 Agent harmless from all claims resulting from incomplete or inaccurate information provided by Seller;

107 (b) participating in all negotiations and complying with any agreement entered into, in good faith;

108 (c) not engaging or employing any other real estate firm or person to perform Services during the Term;

109 (d) ensuring all smoke and carbon monoxide detectors are installed as required by state and local laws;

110 (e) accurately providing all listing data and completing all property disclosure statements and other disclosures requested by Seller's Agent;

111 (f) making reasonable preparations for showings by keeping the Property neat and clean, placing any valuables in a secure location, and  
112 correcting any dangerous conditions;

113 (g) allowing reasonable access to the Property, including tenant consent if applicable, for showings, open houses, inspections, appraisals,  
114 repairs, and walk-throughs; and

115 (h) closing the Sale of the Property in escrow with an escrow agent licensed in the State of Oregon.

116 **12. UNREPRESENTED BUYERS:** A buyer who elects to be unrepresented in a real estate transaction may ask a seller's real estate agent for access  
117 to a property and assistance in writing an offer. Oregon law allows sellers' real estate agents to write offers that involve unrepresented buyers, but  
118 some sellers and some sellers' real estate agents may be unwilling to participate in this activity. Seller's Agent will only represent a buyer or buyers  
119 in a transaction involving the Property if Seller permits Seller's Agent to do so in the attached Disclosed Limited Agency Agreement for Sellers. With  
120 respect to unrepresented buyers:

121 (a) Seller's Agent (*select one*)  may  may not show the Property to an unrepresented buyer;

122 (b) Seller's Agent, while representing only Seller, (*select one*)  may  may not write an offer for an unrepresented buyer; and

Seller Initials _____ / _____ Date _____
------------------------------------------

**LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE**

**OREF 015 | Released 05/2025 | Page 3 of 5**

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## LISTING AGREEMENT - EXCLUSIVE

123 (c) If Seller has elected above to allow Seller's Agent to write an offer for an unrepresented buyer, in consideration of the additional duties  
124 involved in working with that unrepresented buyer, Seller will pay Firm an additional fee of (select and complete one)  \$ _____ or  
125  2 % of the Sale if Seller closes a Sale with an unrepresented buyer to whom the Property was shown by Seller's Agent during the  
126 Term.

127 **13. EARLY TERMINATION:** This Listing Agreement will not be terminated before the end of the Term if Seller enters into a Sale agreement that has  
128 not yet terminated or closed. If Seller is not party to a Sale agreement:

129 (a) Seller's Agent may terminate this Listing Agreement early by giving Seller written notice;

130 (b) Seller may terminate this Listing Agreement early by giving Seller's Agent written notice and paying Firm an early termination fee equal to:  
131 (select one)

132 (i)  the cost of all expenses incurred by Seller's Agent in marketing the Property before the date of the early termination, as evidenced  
133 by receipts promptly delivered to Seller, or

134 (ii)  \$ _____ (zero dollars [\$0] if not filled in); and

135 Seller(s) Initials (required if an amount is entered) _____ / _____

136 (c) termination of this Listing Agreement will be effective as of the date the written notice of termination is delivered. The obligation to pay any  
137 fee selected in Section 13(b) will survive termination of this Listing Agreement.

138 **14. BUYER'S AGENT COMPENSATION:** A buyer's offer to purchase the Property might include a provision requiring the Seller to pay some amount  
139 toward the compensation the buyer owes their real estate agent. Seller's Agent will present all offers to Seller, including offers with buyer's real estate  
140 agent compensation provisions, and Seller is free to accept, reject, or modify such provisions. The Fee (see Section 4, Compensation) does not  
141 include any amount Seller agrees to pay toward buyer's real estate agent compensation: any buyer's real estate agent compensation Seller pays  
142 would be in addition to the Fee.

143 **15. DISCLOSURE STATEMENT:** Unless exempt, Seller agrees to complete a Seller's Property Disclosure Statement ("Statement") regarding the  
144 Property as provided by Oregon law. Seller will immediately notify Seller's Agent if Seller becomes aware of any information regarding the Property,  
145 its value, or any defect in the condition of the Property, which changes any information previously disclosed on the Statement, or if any information  
146 previously provided to Seller's Agent becomes inaccurate. Seller authorizes Seller's Agent to deliver a copy of such Statement to any buyer or  
147 prospective buyer, and to rely solely upon Seller's representations set forth in this Listing Agreement and in the Statement. Seller will indemnify and  
148 hold Seller's Agent and Firm harmless from and against any cost, loss, or damage arising out of any breach by Seller of its representations under  
149 this Listing Agreement or the Statement.

150 **16. SURVEILLANCE DEVICES:** For purposes of this Listing Agreement, a surveillance device is any device or system, including a smart doorbell,  
151 that has the ability to record or transmit video and/or audio. It is illegal under Oregon law to obtain a conversation without the consent of at least one  
152 of the parties to that communication, and placing a device in an area where a person has a reasonable expectation of privacy may subject the device's  
153 owner to liability. Seller will turn off the audio function of any surveillance device during showings, open houses, investigations, examinations, or  
154 inspections of the Property. Seller will indemnify and hold harmless Seller's Agent and Firm from any liability arising out of Seller's use of a surveillance  
155 device on the Property.

156 **17. FIRPTA:** The Foreign Investment in Real Property Tax Act ("FIRPTA") requires a buyer to withhold a portion of a seller's proceeds (up to 15% of  
157 the purchase price) if the seller is a foreign person who does not qualify for an exemption. A "foreign person" is generally a person who is not a U.S.  
158 citizen or a resident alien (a green card holder). If Seller is a foreign person, then even if there is an exemption, Seller will promptly consult with  
159 accounting or legal experts to determine how Seller will comply with FIRPTA to avoid delaying a sale. Seller warrants and represents to Firm that  
160 Seller  is  is not a foreign person under FIRPTA.

161 **18. FORFEITED EARNEST MONEY:** If a buyer forfeits their earnest money in any sale, a portion of the earnest money equal to Seller's escrow  
162 cancellation fees and other costs paid by Seller will first be paid to Seller, and if there is any earnest money remaining, 100 % of the remainder  
163 amount will be paid to Seller, and 0 % of the remainder will be paid to Seller's Agent. If Seller's Agent's portion exceeds the fees Seller is entitled  
164 to receive under this Listing Agreement, the amount that exceeds those fees will be paid to Seller.

165 Seller(s) Initials (required) _____ / _____

166 **19. EQUAL HOUSING OPPORTUNITY:** The Property will be shown and made available to prospective buyers without regard to race, color, religion,  
167 sex, disability, familial status, national origin, sexual orientation or gender identity, and all other classes protected by Federal, State, or local laws.

Seller Initials _____ / _____ Date _____

**LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE**

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**LISTING AGREEMENT - EXCLUSIVE**

168 **20. ACKNOWLEDGMENTS:** Seller acknowledges and agrees to the following:

169 (a) **Exclusivity.** By appointing Seller's Agent as Seller's exclusive real estate agent, Seller is agreeing that, during the Term, Seller will work  
170 only with Seller's Agent to perform the Services, and will not engage any other person or entity to perform the Services.

171 (b) **Hiring Experts.** Seller's Agent is qualified to advise Seller about the purchase and sale of real estate, but is not an expert in law, tax,  
172 finance, surveys, structural conditions, hazardous materials, land use, title, environmental risks, engineering, and other aspects of the due  
173 diligence process. Seller's Agent may not investigate the status of permits, zoning, condition of the Property, location of property lines, code  
174 compliance, or square footage. Although Seller's Agent may provide names or sources for advice or assistance, Seller's Agent does not  
175 warrant the services of such providers or their products.

176 (c) **Confidentiality.** Although Seller's Agent will not disclose Seller's confidential information (such as transaction terms or motivation to sell)  
177 except as required under Oregon law, Seller acknowledges that Buyers or their representatives may not treat the existence, terms, or conditions  
178 of an offer as confidential, and may freely disclose those matters unless confidentiality is specifically agreed upon in a written agreement.

179 (d) **Disclosure.** Seller's Agent must disclose any material information about the Property or its value known to Seller or Seller's Agent.

180 (e) **How Compensation is Paid.** This Listing Agreement helps to ensure that seller expectations regarding when and how much compensation  
181 sellers pay are met. Compensation is paid by buyers and sellers to real estate firms, and those firms pay a portion of that compensation to  
182 their real estate agents. Buyers can ask sellers to pay compensation to buyers' real estate agents' firms. Before a seller's real estate agent  
183 and buyer's real estate agent agree to share compensation, they must disclose to their clients the amount and other terms of the shared  
184 compensation. Compensation may be paid at the beginning of a representation, in installments, or at closing. Seller should discuss with Seller's  
185 Agent any matter regarding compensation that Seller does not understand.

186 **21. DISPUTE RESOLUTION:** All disputes or claims of any kind between Seller's Agent and Seller related to or arising under this Listing Agreement  
187 that cannot be resolved through formal or informal mediation will be submitted to final and binding arbitration under the rules of the Arbitration Service  
188 of Portland. The prevailing party in any arbitration will, at the discretion of the arbitrator, be entitled to recovery of all costs, disbursements, and  
189 attorney fees as allowed by law. However, if Seller enters into a Sale agreement with a buyer to whom the Property was shown during the Term, the  
190 dispute resolution provisions contained in that agreement will supersede and replace this section. By consenting to this provision, the parties agree  
191 that disputes arising under this Listing Agreement will be heard and decided by one or more neutral arbitrators, and the parties are giving up the right  
192 to have the matter tried by a judge and jury. The right to appeal an arbitration decision is limited under Oregon law.

193 **22. ENTIRE AGREEMENT:** The terms of this Listing Agreement are the complete and final expression of the entire agreement between Seller and  
194 Seller's Agent and cannot be modified except in writing, signed by both Seller and Seller's Agent.

195 **23. ADDITIONAL PROVISIONS:** If this section is used to modify the Fee, it must be easily understood by Seller and Seller's Agent.

196 _____  
197 _____  
198 _____  
199 _____  
200 _____  
201 _____  
202 _____

203 Seller _____ Print **Port of Arlington** Date _____  a.m.  p.m. ←

204 Seller _____ Print _____ Date _____  a.m.  p.m. ←

205 Seller's Agent _____ Print **Tiffani Deal** Date _____  a.m.  p.m. ←

**LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE**

**OREF 015 | Released 05/2025 | Page 5 of 5**

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5E3b



# Consulting Services Agreement

Physical Location  
27 SW Dorion Avenue  
Pendleton OR 97801

**Date** | October 14, 2025

**Client Name** | Jed Crowther  
Port of Arlington

**Mailing Address** | 100 Port Island Road / PO Box 279  
Arlington OR 97812

**Email** |

**Phone** | Contact 541.705.2004

**Project Name** | Alkali Ridge - Phase 2 {work force housing subdivision}

**Project Details** | A 3.628 +/- acre subdivision - engineering to be completed

**Project Location** | Alkali Ridge, Arlington (city), Gilliam (county), Oregon.

**Task Objectives** | LandWise will assist the Client by facilitating the following checked items:

- ✓ Full details are shown on Page 4 - some items don't apply
- ✓ Sitework Contractors | Proposal engagement, review and recommendations
- ✓ Community engagement
- ✓ Planning for construction document preparation
- ✓ Research as required
- ✓ Onsite project management
- ✓ Job cost accounting
- ✓ Invoice Review and Recommendations
- ✓ Dry utility (franchise) coordination
- ✓ Troubleshooting and/or Value Engineering Advice
- ✓ Coordinating meetings

**Consulting Budget** | LandWise, LLC's professional consulting fee is \$150 per hour.  
The total project budget will be updated and finalized upon completion of the approved construction drawings and budget.

A retainer in the amount of Twenty Thousand Dollars (\$20,000) shall be due and payable upon execution of this Agreement. The retainer shall be applied toward the final invoice or credited against the total 3% consulting fee.

LandWise will bill monthly for professional services rendered at the rate of \$150.00 per hour, plus reimbursable expenses. Monthly invoices will include a detailed summary of hours worked, tasks performed, and itemized expenses. All reimbursable expenses must be pre-approved by the Client in writing prior to expenditure.

Progress invoices will be issued on a monthly basis and are due within fifteen (15) days of the invoice date. A final closeout billing will reconcile all prior payments, retainer, and total fees due under this Agreement.

Should the project be delayed or placed on hold, the Client agrees to pay all outstanding invoices through the date of suspension. Upon project reactivation, the parties shall mutually confirm continuation terms.

Payment Schedule: Work to be billed and due once a month. If payment is not received within 15 days of billing, all work on the project will be stopped until the bill is brought current.

## Notes

1. We reserve the right to withdraw this proposal if not accepted within 30 days.
2. In the event that the amount of work initially requested above is changed, such changes shall be charged and billed at an hourly rate listed on the LandWise LLC schedule in effect at the time the changes are requested.
3. If for any reason the work on the project lapses for 90 days due to client's action or inaction, the price of services will be renegotiated to reflect any rate schedule increases or other changed requirements.
4. If the Client postpones the work for any reason, then the Client agrees to pay a progress billing and all accrued carrying charges for work up to that point.

## Terms

1. LandWise, LLC (LandWise) makes no warranty, either expressed or implied, as to LandWise's findings, recommendations, plans, specifications, professional advice, or opinions as to matters of Adverse Possession, Acquiescence, Estoppel, etc. LandWise will endeavor to perform the services pursuant to generally accepted standards of practice in effect at the time of performance.
2. Any governmental fees and the cost of special documents and maps will be born by the Client.
3. In recognition of the relative risks and benefits of the project to both the Client and LandWise, the risks have been allocated such that the Client agrees to the fullest extent permitted by law, to limit the liability of LandWise. Legal fees shall not exceed LandWise's total fee for omissions, strict liability, and breach of contract or warranty. The client shall be responsible for any fee increase, moratorium, deadline, or other change in governmental regulation affecting the project. In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney fees and other related expenses.
4. All fees and other charges will be billed monthly and shall be due at the time of billing. A 1-1/2% per month (18% annum) late penalty charge will be applied to any unpaid balance commencing 30 days after original billing. A lien will be recorded within 75 days of the last work unless the account is paid in full or other prior arrangements have been made. A \$45.00 charge will be made for filing any lien or lien release. In the event legal action is necessary to enforce the payment provisions of this Agreement, LandWise shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorney fees, court costs and expenses incurred by LandWise in connection therewith.
5. Either the Client or LandWise may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14)-calendar days prior written notice. The Client shall within fourteen (14) calendar days of termination pay LandWise for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract. If the Client fails to make payments when due or otherwise is in breach of this Agreement, LandWise may suspend performance of services upon five (5)-calendar day notice to the Client. LandWise shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client cannot assign this agreement to another party without LandWise written approval.
6. It is acknowledged by both parties that LandWise's scope of services does not include any services related to asbestos or hazardous or toxic materials.

7. All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after one (1) year has passed from the date of completion, unless LandWise's service is terminated earlier, in which case no claims shall be initiated by either party after one year has passed from the date of termination.
8. In the event that a suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the Court may adjudge reasonable as attorney's fees and costs at trial or on appeal of such suit or action, in addition to all other sums provided by law.
9. The Client shall promptly report to LandWise any defects or suspected defects in LandWise's work of which the Client is aware so that LandWise can minimize the consequences of such a defect. The Client and LandWise acknowledge that changes may be required because of possible omissions, ambiguities, or inconsistencies in the plans and specifications and the project costs may exceed the construction contract amount. The Client should set aside a contingency reserve for this purpose.
10. LandWise is not responsible for delays caused by factors beyond LandWise's reasonable control included but not limited to weather, untimely action by government or regulatory authority, failure of the Client to act promptly, or construction delays caused by the Client or Contractor.
11. If LandWise does not complete all of the services contemplated by this agreement, LandWise cannot be responsible for the accuracy, completeness, or workability of the plans or documents prepared by LandWise if said plans or documents are used, changed or completed by the Client or another party.
12. Any provisions of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and LandWise shall survive the completion of the services hereunder and the termination of this agreement.
13. This agreement comprises the final and complete agreement between the Client and LandWise. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and LandWise.

I have read and agree to the above terms and conditions of this Work Agreement.

_____

Authorized Signature

_____

Date

_____

Printed Name of Authorized Signor

## Other Work Defined | Also known as The Complete Project

1. LANDEVALUATION | 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.*

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.*

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.*

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.

After recording, return to:

City of Arlington  
500 W. 1st Street  
Arlington, OR 97812

5G

DRAFT

**PERPETUAL EASEMENT**  
**(Public Utility and Access Easement)**

The Port of Arlington, a municipal corporation of the State of Oregon, (GRANTOR), grants to the City of Arlington, a municipal corporation of the State of Oregon, a perpetual easement for private access and public/private utility easement purposes on, over and under the following described real property situated in Gilliam County, Oregon and described as:

**A tract of land consisting of submerged and submersible lands of the Columbia River lying in Sections 20 and 21, Township 3 North, Range 21 East of the Willamette Meridian, Gilliam County, Oregon, said tract being more particularly described as follows:**

**Commencing at the southeast corner of said Section 20; thence North 0°03'33" West, 908.2 feet; thence North 0°20'00" East, a distance of 380 feet to the TRUE POINT OF BEGINNING; thence North 83°10'00" East, 400 feet; thence North 52°00'00" East, 405 feet; thence North 32°33'16" West, 180 feet; thence North 71°15'00" West, 190 feet; thence South 73°34'00" West, 445 feet; thence South 67°26'44" West, 930 feet; thence South 48°00'00" West, 400 feet; thence South 22°33'16" East, 395 feet; thence South 68°00'00" East, to a point on the approximate ordinary high water line (Elevation 201.6 feet H.S.L.) of the Columbia River; thence northeasterly along said high water line to a point on a line bearing South 0°20'00" West from the point of beginning; thence North 0°20'00" East to the point of beginning.**

The easement property shall only be used for **private access and public/private utility purposes, including the construction and maintenance of a water pumping facility consisting of three (3) wells, a pump station, and piping.**

**EASEMENT TERMS AND CONDITIONS**

1. The easement parcel is described as set forth in the attached "Exhibit A."

2. The purpose of the easement is for the City Arlington to install, operate, inspect, maintain, repair and reconstruct facilities now and in the future related to the purposes stated above and for ingress and egress in furtherance of the purposes stated above. This may include three or more underground wells, pipelines as well as a pump station structure, vaults, manholes, power lines, telemetry lines, poles, and other appurtenances above and below the ground as necessary for the purposes stated above.
3. The City of Arlington, its employees, agents, contractors, and invitees shall have access to and the right to enter the easement property at any time for the purposes of the easement.
4. Following any excavation for underground infrastructure, the surface of the easement property shall be restored by the City of Arlington within a reasonable time after completion of any work in the easement to substantially the same condition as the surface of the easement was prior to the work. The City of Arlington is not obligated to restore uses inconsistent with Paragraph 5 of this Easement.
5. GRANTOR shall not place or allow to remain on or in the easement property permanent structures, walls, irrigations systems controls or piping, or stored piles of any materials. Property line or decorative fencing, subject to land use and building permit requirements, are permitted but may be removed by the City of Arlington as necessary for the purposes of this easement with GRANTOR responsible for reinstallation.
6. Within the easement property, GRANTOR shall not store, use, manufacture, dispose of nor allow migration onto the easement property any materials that are hazardous or constitute a public health hazard as defined by law.
7. This easement shall bind and inure to the benefit of the immediate parties and their respective heirs, executors, administrators, successors, and assigns.
8. 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 the City of Arlington shall indemnify, hold harmless and defend GRANTOR from all claims arising out of the City's use of the easement property. 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, GRANTOR shall indemnify, hold harmless and defend the City and its employees, agents, contractors and invitees from all claims not arising out of the City's use of the easement property.

GRANTOR:

ACCEPTED BY GRANTEE:

_____  
 Leah Shannon  
 President

_____  
 Jeff Bufton  
 Mayor

[NOTARY CERTIFICATIONS ON NEXT PAGE]

STATE OF OREGON                    )  
                                                  ) ss.  
County of Gilliam                    )

This instrument was acknowledged before me this _____ day of _____, 2025, by **Leah Shannon**, as President of the Port of Arlington, a municipal corporation of the State of Oregon, on behalf of the Grantor.

/s/ _____  
Notary Public for Oregon  
My commission expires: _____

STATE OF OREGON                    )  
                                                  ) ss.  
County of Gilliam                    )

This instrument was acknowledged before me this _____ day of _____, 2025, by **Jeff Bufton**, the Mayor of the City of Arlington, a municipal corporation of the State of Oregon, on behalf of the Grantee.

/s/ _____  
Notary Public for Oregon  
My commission expires: _____

**Port of Arlington  
Environmental Sentry Corp Meeting  
August 14, 2025, Minutes  
Gronquist Building, Lower Conference Room  
1650 Railroad Ave, Arlington, OR**

- 1. The Port of Arlington Environmental Sentry Corp meeting was called to order at 6:05pm by President Wilkins.**

**Present:** President Gibb Wilkins and Vice President Kip Krebs (via zoom); Commissioners: Leah Shannon, and Kathryn Greiner (via zoom); Port Director, Jed Crowther, Kayla Rayburn, Attorney Anna Cavaleri (via zoom)

**Absent:** Ron Wilson

**Audience:**

- 2. Public Comment-** none

- 3. Consent Agenda**

- 3.1. Approve minutes for July 10, 2025**

**Motion: Greiner moved, Krebs seconded to approve minutes for the July 10 meeting. Motion passed unanimously.**

- 4. Condon Grade School- Environmental Remediation**

**Crowther stated MFA (Maul Foster and Alongi) was chosen for remediation, they have sent a contract that Anna and himself are reviewing, which he already has authority to negotiate/sign. Once the contract is signed, they will start within 10 days of signing.**

- 5. National Brownfield Conference Report**

Rayburn advised she attended the conference in Chicago, and it was a huge conference. There were a lot of networking opportunities at the conference, and there were some lectures and mobile workshops she enjoyed attending. She advised it is a much larger scale than what is being done at the grade school, and a lot of things were happening at the same time so she couldn't attend everything she wanted. Due to its location, a lot of companies were located on that side of the country, and couldn't be of use to us, but did run into some of MFA's employees there. Overall, it was a good experience, and an EPA requirement checked off the list.

- 6. Adjourn Meeting**

**President Wilkins adjourned the meeting at 6:11pm.**

---

President Gibb Wilkins

---

Vice President Kip Krebs

**Port of Arlington  
Environmental Sentry Corp Meeting  
September 11, 2025, Minutes  
Gronquist Building, Lower Conference Room  
650 Railroad Ave, Arlington, OR**

- 1. The Port of Arlington Environmental Sentry Corp meeting was called to order at 6:20pm by President Wilkins.**

**Present:** President Gibb Wilkins and Vice President Kip Krebs; Commissioners: Leah Shannon, Kathryn Greiner and Ron Wilson; Port Director, Jed Crowther, Kayla Rayburn, Attorney Anna Cavaleri

**Absent:** none

**Audience:** None

- 2. Public Comment-** none

- 3. Consent Agenda-**None

- 4. Condon Grade School- Environmental Remediation**

**4.1. Master Services Agreement with Maul Foster and Work order No. 1**

Crowther stated the Commissioners already authorized him to enter into agreement. There is a master agreement and work order that does comply. They require access for 6 weeks with power and restrooms on site, we may need to contract port-o-lets to be brought in. They pledged to start within 10 days of notice to proceed with mutual execution of the project. President Wilkins said The City of Condon caught the trespassers and talked to the parents. They were able to catch them because of cameras put in place after continued vandalism. There has been interest in the playground equipment, it was stated it would have to be sold as is, and release all liability of the Environmental Sentry Corp.

- 5. Adjourn Meeting**

**President Wilkins adjourned the meeting at 6:27pm.**

---

President Gibb Wilkins

---

Vice President Kip Krebs

---

**RE: Sentry - Condon Grade School - Progress Update**

---

**From** Chris Clough <cclough@maulfoster.com>

**Date** Thu 11/6/2025 2:55 PM

**To** Jed Crowther <Jed.crowther@portofarlington.com>

Hello Jed,

MFA has been working on the cleanup project for about a month and has made good progress on the development of the work plan and other supporting documents, coordinated with DEQ and the proposed abatement contractor, and reached out to EPA prior to and in the early days of the government shutdown to attempt to schedule a kickoff meeting with all the relevant parties. We anticipate being able to complete a draft of the cleanup work plan in the next couple of weeks. To support that effort, I would like to get out to the site to do a site walk with the abatement contractor. Would we be able to get access next week to the site?

Thank you,

**CHRIS CLOUGH** | MAUL FOSTER & ALONGI, INC.

Project Environmental Scientist

*pronouns: he/him*

m. 503 330 7781



3140 NE Broadway, Portland, OR 97232

[www.maulfoster.com](http://www.maulfoster.com)

---

**From:** Jed Crowther <Jed.crowther@portofarlington.com>

**Sent:** Tuesday, November 4, 2025 10:42 AM

**To:** Chris Clough <cclough@maulfoster.com>

**Subject:** Sentry - Condon Grade School - Progress Update

**[External Sender - Confirm Sender and Beware of Links and Attachments]**

Hi Chris:

I submitted our Q3 report (thru Sept) on ACRES, because it was largely about our procurement and contracting.

We have a monthly Sentry meeting coming up next week. It would be best if you could please provide a written update of activities. It may only be the outreach to EPA and DEQ, plus sub-contractors so far, but good to keep the board informed of process and upcoming schedule, including public outreach meetings. Please send an update by Thurs, November 6 COB so we can include it in the packet.

Thanks,