



Wednesday, August 17, 2022, at approximately 2:00 pm
Immediately following joint County-Port workshop
Location: Gronquist Building, 1650 Railroad Ave.

Join Zoom Meeting

<https://us02web.zoom.us/j/9537854875>

Meeting ID: 953 785 4875

One tap mobile

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Regular Commission Meeting Agenda

Wednesday, August 17, 2022

- 1. Call Meeting to Order**
- 2. Public Comment on Non-Agenda Items**
- 3. Consent Agenda:**
 - 3.1 Approve Regular Meeting Minutes for July 14, 2022**
 - 3.2 Approve July 2022 Accounts Payable and Financials**
- 4. Director Report**
 - 4.1 Insitu Lease Termination Agreement**
 - 4.2 Strategic Business Plan**
 - 4.3 Audit Contract**
- 5. President Report**
- 6. Commissioner Reports**
- 7. Executive Session (*Placeholder*) ORS 129.660(2)(e) – To conduct deliberations with persons designated by governing body to negotiate real property transactions.**
- 8. Decision or deliberations on Real Estate Transactions (*Placeholder*).**
- 9. Next Meeting –**
Commission Meeting Thursday, September 8, 2022, at 5pm at Port of Arlington.
- 10. Adjourn Meeting**

Regular Commission Meeting
MINUTES
5:00PM
Port Office, 100 Island Park Rd., Arlington, OR

The Port of Arlington Commission meeting was called to order at 5:03pm by Vice-President Wilson.

Present: President Leah Shannon (zoom), Vice President Ron Wilson; Commissioners: Kathryn Greiner, Gibb Wilkins, and Kip Krebs (zoom).

Absent:

Audience: Wade Johnson, Pat Shannon (zoom), Les Ruark (zoom), and Leah Watkins

1. **Public Comment-** Les Ruark wanted to go on record that he appreciated being able to attend.
2. **Additions to the Agenda**
none
3. **Consent Agenda**
 - 3.1 Approve Regular Meeting Minutes for June 9, 2022
 - 3.2 Approve June 2022 Accounts Payable and Financials

Motion: Wilkins and Greiner moved to approve the Regular Meeting Minutes for June 9, 2022, and the June 2022 Accounts Payable and Financials. Motion Carried.

4. Presidents Report

President Shannon didn't have anything new to report at this time but asked Crowther about the research regarding the electric car chargers and was advised he was planning on talking about that in his report later.

5. Commissioner Reports

Wilkins-talked to the county court about rezoning our districts. Stated there was no OR regarding zoning, so she suggested talking to our lawyer and looking at our bylaws to make the suggested changes. He also suggested getting the publics opinion to weigh in on the rezoning before they made anything official, but at this time it looks like it will be a resolution to change the bylaws. Discussion followed how they wanted to structure the rezoning and what exactly they wanted on the agenda. There was concern voiced about getting participation from both the North and South ends of the county. Greiner-she was approached again regard the Condon Airport and getting water accessible there. The second matter was the industrial land not being used currently that the City of Condon owns, stating she has discussed it with Jed so he could investigate it with them. Wilson- nothing at this time. Krebs-dropped off call.

6. Director Report

6.1 Select Audit Firm

Crowther provided quotes and information for a few auditors, but in his opinion, he felt Pauley, Rogers and Co., P.C. would be the best fit. He came to this conclusion because auditing is their primary function, and they are not an accounting firm that does audits.

Motion: Greiner and Wilkins moved to hire Pauley, Rogers Co., P.C. for the Port of Arlington's new Auditing Firm. Motion carried.

6.2 Award Bids

6.2.1 Diversified-SMART Board/Stand/Owl: \$9,056.82

6.2.2 Knerr Construction- (3) Double-Door Mullion Installations: \$7,200.00

Motion: Wilkins and Greiner moved to award both the quotes, Diversified and Knerr Construction as provided, for the material to be covered by the grants awarded to the Port of Arlington from Gilliam County.

6.3 Electric Vehicle Charging Stations

Crowther stated he had investigated the charging stations and possible location around town for them. On Port property, the Gronquist building would be a good location and a more centralized location, down at the city park. President Shannon asked if there is a possibility to partner with the city, and put more than one in. There was a consensus these are good opportunities to look into further.

6.3 Outreach

The port will research and prepare submittal package by September, discussion followed regarding what would be appropriate to put into the packages to give to the representatives for both the Condon and Arlington airports. Greiner wanted to make it clear that the Condon Airport is not in the city limits and out of the city's jurisdiction. Wilkins and Greiner stated the city could provide water, but they cannot provide sewer. The Arlington airport is showing interest in paving the landing strip. The match is about 5% down, Greiner's concern was the city backed out last year and we need to make sure they want it paved before moving forward. The grants are very interested in remote locations and geared ideally for Arlington and Condon. There will be a different funding stream for both airports. Questions arose that if the runway gets paved will there then need to be paved roads put in place with water/sewer for development. Greiner asked if there was a plan in place to get the city on board with the airport. She also said that the Willow Creek funds were already marked for that project and approved, so there was agreement that it could still be used for that project. Crowther will set up a workshop with the city after he has done some research. There has also been continued discussion with the company they were required to sign a NDA with who showed interest in the MESA, and they are estimating in the next month they will be able to come forward with some proposals.

6.4 Gilliam County

The County Court inquired if the port would be interested in having a joint workshop with the court on August 17th, around 1:00pm. Commissioner Shannon asked what exactly was requested for the workshop. Crowther advised regarding the Willow Creek Fund, and the NDA company. Crowther suggested we do the Port meeting the same day immediately following the workshop.

6.5 Maintenance

James was able to replace the stolen fake grass by the windsurfer launch pad. He has finished mowing the empty lots of weeds up at the mesa with a loaned mower from the city of Condon and Crowther has asked Gibb for an invoice for the use. This brought up the discussion that a new piece of equipment may be necessary for larger area maintenance. President Shannon asked about a long-term plan to potentially purchasing a trailer, a brush hog, etc. Wilkins brought up the fact its more attractive for potential investors/buyers when maintained well. Asked about purchasing policy and public contracting. Getting a policy about limits for board approval for purchasing.

7. Annual Designations & Appointments

7.1 Monthly Meeting-Date, Time, and Place (Second Thursday at 5pm)

(Primarily Port of Arlington; Condon City Hall in March, June, and October)

7.2 Newspapers of Record (Times-Journal and Eastern Oregonian)

7.3 Eliminating the Eastern Oregonian

7.4 Attorney of Record (VanKoten & Cleaveland)

7.5 Depository of Record (Bank of Eastern Oregon and LGIP)

7.6 Budget Officer (Kayla Rayburn)

7.7 Port Commissioner- Election of Officers (President, Vice-President, Secretary)

7.8 Current: President-Leah Shannon, VP-Ron Wilson, Secretary-Kathryn Greiner

As a group the commissioners are fine with keeping the officers the same. Les Ruark thinks it's a mistake to drop the East Oregonian as one of the Newspapers of Record and feels like they should keep it. Greiner stated that if we list both then we are obligated to post notices in both. Ruark stated that if the Port needs to publish more controversial matters in the Eastern Oregonian as well when they arise.

Motion: Greiner and Wilkins moved to approve the Monthly Meetings, Newspapers of Record; with the exclusion of the Eastern Oregonian, Attorney of Record, Depository of Record, and Budget Officer as presented. Motion Carried.

Motion: Wilkins and Krebs Moved to retain the same acting officers that are already in place; Leah Shannon as President, Ron Wilson as Vice President, and Kathryn Greiner as Secretary. Motion Carried.

8. Executive Session ORS 129.660(2)(e):

not needed at this time.

9. Decision or deliberations on Real Estate Transactions

Nothing to discuss at this time.

10. Next Meeting

Commission Meeting Thursday, August 11, 2022, at 5 P.M., Located at the Port of Arlington, is the original meeting schedule, but it would most likely be changed to August 17th, at 1 P.M., and located at the Gronquist building. Crowther would confirm tomorrow with Judge F. and send out a notice.

11. Adjourn Meeting

President Shannon adjourned The Regular Commissions meeting at 5:58pm.

PORT OF ARLINGTON
Balance Sheet
As of August 12, 2022

	Aug 12, 22
ASSETS	
Current Assets	
Checking/Savings	
1000 · Beginning Cash Drawer Funds	100.00
1001 · Bank of E/O - Checking	596,522.63
1003 · LGIP Investment A/C	1,007,620.19
1004 · Reserve Fund	78,094.12
1005 · Municipal Money Market Account	90,151.62
Total Checking/Savings	1,772,488.56
Accounts Receivable	
1200 · Accounts Receivable	-21,707.64
Total Accounts Receivable	-21,707.64
Other Current Assets	
1201 · AR Audit	16,474.51
1210 · Property Tax Receivable	4,095.95
1300 · Prepaid Expense	5,718.75
Total Other Current Assets	26,289.21
Total Current Assets	1,777,070.13
Other Assets	
1006 · Cash With County	721.40
Total Other Assets	721.40
TOTAL ASSETS	1,777,791.53
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	139,629.42
Total Accounts Payable	139,629.42
Other Current Liabilities	
2002 · AP Audit	-2,724.48
2100 · Payroll Liabilities	-783.34
2110 · Deferred Rev. - Property Taxes	3,642.20
2111 · Direct Deposit Liabilities	-14,693.98
Total Other Current Liabilities	-14,559.60
Total Current Liabilities	125,069.82
Total Liabilities	125,069.82
Equity	
3110 · Retained Earnings	1,657,635.92
Net Income	-4,914.21
Total Equity	1,652,721.71
TOTAL LIABILITIES & EQUITY	1,777,791.53

PORT OF ARLINGTON
Check Detail
July 2022

Trans #	Type	Date	Source Name	Account	Original Amount
13078	Deposit	07/01/2022		1001 · Bank of E/O ...	-210.67
				6115-1 · Credit Card...	210.67
TOTAL					210.67
13041	Liability Check	07/28/2022	QuickBooks Payrol...	1001 · Bank of E/O ...	-11,274.62
			QuickBooks Payroll ...	2111 · Direct Deposi...	11,274.62
TOTAL					11,274.62
13049	Liability Check	07/29/2022	QuickBooks Payrol...	1001 · Bank of E/O ...	-247.93
			QuickBooks Payroll ...	2111 · Direct Deposi...	247.93
TOTAL					247.93
13038	Paycheck	07/29/2022	Crowther, Jed N	1001 · Bank of E/O ...	0.00
			Crowther, Jed N	6560 · Payroll Expe...	5,514.10
			Crowther, Jed N	6560 · Payroll Expe...	1,569.23
			Crowther, Jed N	6560 · Payroll Expe...	500.00
			Crowther, Jed N	6560 · Payroll Expe...	910.00
			Crowther, Jed N	2100 · Payroll Liabili...	-910.00
			Crowther, Jed N	6560 · Payroll Expe...	2,162.97
			Crowther, Jed N	2100 · Payroll Liabili...	-2,162.97
			Crowther, Jed N	6560 · Payroll Expe...	188.33
			Crowther, Jed N	2100 · Payroll Liabili...	-188.33
			Crowther, Jed N	6560 · Payroll Expe...	5.25
			Crowther, Jed N	2100 · Payroll Liabili...	-5.25
			Crowther, Jed N	2100 · Payroll Liabili...	-7.58
			Crowther, Jed N	2100 · Payroll Liabili...	-617.00
			Crowther, Jed N	6560 · Payroll Expe...	470.17
			Crowther, Jed N	2100 · Payroll Liabili...	-470.17
			Crowther, Jed N	2100 · Payroll Liabili...	-470.17
			Crowther, Jed N	6560 · Payroll Expe...	109.96
			Crowther, Jed N	2100 · Payroll Liabili...	-109.96
			Crowther, Jed N	2100 · Payroll Liabili...	-109.96
			Crowther, Jed N	2100 · Payroll Liabili...	-531.00
			Crowther, Jed N	2111 · Direct Deposi...	-5,847.62
TOTAL					0.00
13039	Paycheck	07/29/2022	Metzker, James L	1001 · Bank of E/O ...	0.00
			Metzker, James L	6560 · Payroll Expe...	2,920.00
			Metzker, James L	6560 · Payroll Expe...	160.00
			Metzker, James L	6560 · Payroll Expe...	320.00
			Metzker, James L	6560 · Payroll Expe...	408.00
			Metzker, James L	2100 · Payroll Liabili...	-408.00
			Metzker, James L	6560 · Payroll Expe...	1,081.48
			Metzker, James L	2100 · Payroll Liabili...	-1,081.48
			Metzker, James L	6560 · Payroll Expe...	75.56
			Metzker, James L	2100 · Payroll Liabili...	-75.56
			Metzker, James L	6560 · Payroll Expe...	4.31
			Metzker, James L	2100 · Payroll Liabili...	-4.31
			Metzker, James L	2100 · Payroll Liabili...	-3.40
			Metzker, James L	2100 · Payroll Liabili...	-261.00
			Metzker, James L	6560 · Payroll Expe...	210.80
			Metzker, James L	2100 · Payroll Liabili...	-210.80
			Metzker, James L	2100 · Payroll Liabili...	-210.80
			Metzker, James L	6560 · Payroll Expe...	49.30
			Metzker, James L	2100 · Payroll Liabili...	-49.30

PORT OF ARLINGTON
Check Detail
July 2022

Trans #	Type	Date	Source Name	Account	Original Amount
			Metzker, James L	2100 · Payroll Liabili...	-49.30
			Metzker, James L	2100 · Payroll Liabili...	-235.00
			Metzker, James L	2111 · Direct Deposi...	-2,640.50
TOTAL					0.00
13040	Paycheck	07/29/2022	Rayburn, Kayla R	1001 · Bank of E/O ...	0.00
			Rayburn, Kayla R	6560 · Payroll Expe...	3,050.00
			Rayburn, Kayla R	6560 · Payroll Expe...	160.00
			Rayburn, Kayla R	6560 · Payroll Expe...	190.00
			Rayburn, Kayla R	6560 · Payroll Expe...	408.00
			Rayburn, Kayla R	2100 · Payroll Liabili...	-408.00
			Rayburn, Kayla R	6560 · Payroll Expe...	3,082.23
			Rayburn, Kayla R	2100 · Payroll Liabili...	-3,082.23
			Rayburn, Kayla R	6560 · Payroll Expe...	138.12
			Rayburn, Kayla R	2100 · Payroll Liabili...	-138.12
			Rayburn, Kayla R	6560 · Payroll Expe...	4.49
			Rayburn, Kayla R	2100 · Payroll Liabili...	-4.49
			Rayburn, Kayla R	2100 · Payroll Liabili...	-3.40
			Rayburn, Kayla R	2100 · Payroll Liabili...	-124.00
			Rayburn, Kayla R	6560 · Payroll Expe...	210.80
			Rayburn, Kayla R	2100 · Payroll Liabili...	-210.80
			Rayburn, Kayla R	2100 · Payroll Liabili...	-210.80
			Rayburn, Kayla R	6560 · Payroll Expe...	49.30
			Rayburn, Kayla R	2100 · Payroll Liabili...	-49.30
			Rayburn, Kayla R	2100 · Payroll Liabili...	-49.30
			Rayburn, Kayla R	2100 · Payroll Liabili...	-226.00
			Rayburn, Kayla R	2111 · Direct Deposi...	-2,786.50
TOTAL					0.00
13045	Liability Check	07/27/2022	United States Trea...	1001 · Bank of E/O ...	-3,202.66
			United States Treas...	2100 · Payroll Liabili...	1,002.00
			United States Treas...	2100 · Payroll Liabili...	891.77
			United States Treas...	2100 · Payroll Liabili...	891.77
			United States Treas...	2100 · Payroll Liabili...	208.56
			United States Treas...	2100 · Payroll Liabili...	208.56
TOTAL					3,202.66
13052	Liability Check	07/28/2022	United States Trea...	1001 · Bank of E/O ...	-41.60
			United States Treas...	2100 · Payroll Liabili...	16.86
			United States Treas...	2100 · Payroll Liabili...	16.86
			United States Treas...	2100 · Payroll Liabili...	3.94
			United States Treas...	2100 · Payroll Liabili...	3.94
TOTAL					41.60
13043	Liability Check	07/29/2022	Oregon Departmen...	1001 · Bank of E/O ...	-40.69
			Oregon Department ...	2100 · Payroll Liabili...	40.69
TOTAL					40.69
13044	Liability Check	07/29/2022	Oregon Departmen...	1001 · Bank of E/O ...	-922.00
			Oregon Department ...	2100 · Payroll Liabili...	922.00
TOTAL					922.00
13051	Liability Check	07/29/2022	Oregon Departmen...	1001 · Bank of E/O ...	-3.00

PORT OF ARLINGTON
Check Detail
July 2022

<u>Trans #</u>	<u>Type</u>	<u>Date</u>	<u>Source Name</u>	<u>Account</u>	<u>Original Amount</u>
			Oregon Department ...	2100 · Payroll Liabili...	3.00
TOTAL					3.00
13067	Check	07/29/2022	Oregon Departmen...	1001 · Bank of E/O ...	-66.69
			Oregon Department ...	6011 · Payroll Taxes...	66.69
TOTAL					66.69
13015	Bill Pmt -Check	07/14/2022	EO Media Group	1001 · Bank of E/O ...	-260.50
13008	Bill	07/14/2022	EO Media Group	6116 · Audit, Budget...	260.50
TOTAL					260.50
13016	Bill Pmt -Check	07/14/2022	Gilliam County Tax...	1001 · Bank of E/O ...	-1,012.00
13002	Bill	07/05/2022	Gilliam County Tax ...	8441 · Loan - Principal	809.60
			Gilliam County Tax ...	8442 · Loan - Interest	202.40
TOTAL					1,012.00
13017	Bill Pmt -Check	07/14/2022	Hattenhauer Energ...	1001 · Bank of E/O ...	-4,852.02
12994	Bill	06/30/2022	Hattenhauer Energy ...	6727-1 · Marina Gas	4,852.02
TOTAL					4,852.02
13018	Bill Pmt -Check	07/14/2022	Hughes Network S...	1001 · Bank of E/O ...	-94.98
13007	Bill	07/14/2022	Hughes Network Sy...	6117 · Telephone an...	94.98
TOTAL					94.98
13019	Bill Pmt -Check	07/14/2022	Loop Net	1001 · Bank of E/O ...	-69.00
13010	Bill	07/14/2022	Loop Net	8426 · Advertising &...	69.00
TOTAL					69.00
13020	Bill Pmt -Check	07/14/2022	Pacific Fire	1001 · Bank of E/O ...	-162.00
12996	Bill	07/05/2022	Pacific Fire	8531 · Alarm Monito...	162.00
TOTAL					162.00
13021	Bill Pmt -Check	07/14/2022	SDIS	1001 · Bank of E/O ...	-6,694.55
12997	Bill	07/05/2022	SDIS	6015 · Employee Be...	2,285.56
			SDIS	6015 · Employee Be...	1,159.39
			SDIS	6015 · Employee Be...	3,249.60
TOTAL					6,694.55
13022	Bill Pmt -Check	07/14/2022	The Times-Journal	1001 · Bank of E/O ...	-48.00
13009	Bill	07/14/2022	The Times-Journal	6116 · Audit, Budget...	48.00
TOTAL					48.00

PORT OF ARLINGTON
Check Detail
July 2022

Trans #	Type	Date	Source Name	Account	Original Amount
13023	Bill Pmt -Check	07/14/2022	VanKoten & Cleave...	1001 · Bank of E/O ...	-122.50
13003	Bill	07/07/2022	VanKoten & Cleavel...	6113 · Legal Fees	122.50
TOTAL					122.50
13011	Bill Pmt -Check	07/14/2022	Arlington Hardware	1001 · Bank of E/O ...	-384.42
12990	Bill	06/28/2022	Arlington Hardware	6724 · Marina Maint...	28.95
			Arlington Hardware	6627 · Park Mainten...	13.87
			Arlington Hardware	6326 · Maintenance ...	49.35
			Arlington Hardware	8528 · Supplies	211.87
			Arlington Hardware	6112 · Office Suppli...	22.43
			Arlington Hardware	6123 · Miscellaneou...	34.99
			Arlington Hardware	6623 · Comfort Stati...	22.96
TOTAL					384.42
13012	Bill Pmt -Check	07/14/2022	Arlington T.V. Coop	1001 · Bank of E/O ...	-306.50
13004	Bill	07/07/2022	Arlington T.V. Coop	8527 · Telephone an...	64.00
			Arlington T.V. Coop	6117 · Telephone an...	112.50
			Arlington T.V. Coop	6324 · WIFI - RV	130.00
TOTAL					306.50
13013	Bill Pmt -Check	07/14/2022	Bank of Eastern Or...	1001 · Bank of E/O ...	-3,131.42
12999	Bill	07/05/2022	Bank of Eastern Ore...	6560 · Payroll Expe...	8.00
			Bank of Eastern Ore...	6627 · Park Mainten...	265.22
			Bank of Eastern Ore...	6112 · Office Suppli...	1,721.80
			Bank of Eastern Ore...	6326 · Maintenance ...	27.56
			Bank of Eastern Ore...	6115 · Dues, Subscr...	14.99
			Bank of Eastern Ore...	85230 · Building Mai...	462.60
			Bank of Eastern Ore...	6724 · Marina Maint...	54.75
			Bank of Eastern Ore...	6727 · Marina Fuel	421.00
			Bank of Eastern Ore...	6125 · Training	75.00
			Bank of Eastern Ore...	6122 · Meetings and...	80.50
TOTAL					3,131.42
13014	Bill Pmt -Check	07/14/2022	City of Arlington	1001 · Bank of E/O ...	-3,489.60
12998	Bill	07/05/2022	City of Arlington	6622 · Sanitation	67.00
			City of Arlington	6111 · Utilities	92.00
			City of Arlington	6321 · Water Fees - ...	627.00
			City of Arlington	6329 · Sewer	719.60
			City of Arlington	6322 · Sanitation - RV	104.00
13001	Bill	07/05/2022	City of Arlington	8430 · City of Arlingt...	1,800.00
13005	Bill	07/07/2022	City of Arlington	6115 · Dues, Subscr...	40.00
			City of Arlington	8525 · Dues / Subsc...	40.00
TOTAL					3,489.60
13046	Bill Pmt -Check	07/27/2022	Gorge Networks	1001 · Bank of E/O ...	-142.25
13036	Bill	07/21/2022	Gorge Networks	6117 · Telephone an...	142.25
TOTAL					142.25
13047	Check	07/27/2022	Kip Krebs	1001 · Bank of E/O ...	-150.00

PORT OF ARLINGTON
Check Detail
July 2022

<u>Trans #</u>	<u>Type</u>	<u>Date</u>	<u>Source Name</u>	<u>Account</u>	<u>Original Amount</u>
			Kip Krebs	6123 · Miscellaneou...	150.00
TOTAL					150.00
13042	Liability Check	07/29/2022	Fidelity Brokerage ...	1001 · Bank of E/O ...	-1,726.00
			Fidelity Brokerage S...	2100 · Payroll Liabili...	1,726.00
TOTAL					1,726.00
13050	Liability Check	07/29/2022	Fidelity Brokerage ...	1001 · Bank of E/O ...	-32.64
			Fidelity Brokerage S...	2100 · Payroll Liabili...	32.64
TOTAL					32.64



DIRECTOR REPORT

August 11, 2022

ACTION ITEMS:

A. Insitu Lease Termination Agreement

Insitu completed operations in Arlington, and Boeing requested an early lease termination. A mutual settlement amount and corresponding close-out were developed collaboratively. We appreciate Ruben serving well to protect and enhance Port resources and transition. Upon final completion, this would enable the property to be marketed effectively to others.

B. Strategic Business Plan

Ryan DeGrofft from Business Oregon informed of up to \$50,000 grant funding available to assist us in updating our Strategic Business Plan, with 25% match by the Port required. We appreciate generous support to achieve this requirement to qualify for state programs. We started initial outreach with other Ports to learn of qualified firms to perform this work. Eventually, it would involve a contract with Business Oregon for associated grant funding, and a contract with a firm to prepare the plan. Local input is a big part of plan development.

C. Audit Contract

Pauly, Rogers and Co., P.C. provided a Letter of Engagement and Contract Agreement, consistent with prior board action. As we provide the financial records and documentation, then a schedule will be developed to perform the audit.

OTHER:

Alpine Lease Extension

Alpine continues successful business operations and requested a 1-year lease extension in full accordance with the existing lease terms and conditions. The Port received a written request from Alpine and issued a follow-up authorization consistent with the lease contract which includes an increase to \$3500 per month beginning in January 2023.

Industrial Development

Significant current interest is happening for industrial development, mainly on the Arlington Mesa. The Joint Workshop with the County Court and the Port Commission will provide an update.

Bench Donation

Amy Hansford contacted the Port and offered to donate a bench in memory of her mother Donna. The Port will acquire and install near the windsurfing launch pads. We want to assure best options. In searching for a high-quality memorial-type bench, costs for a short 8-foot bench are expensive. In turn, this gave an idea for a related project, and we obtained economical salvage stadium seats. We'll consider input for suitable placement and anchor (3) 26-foot benches for safety and stability. The first location concept is shown below, along the marina walking path.



LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT ("Agreement") is made and entered into as of August __, 2022, by and between PORT OF ARLINGTON, a port district of the State of Oregon ("Lessor"), and INSITU, INC., a Washington corporation ("Lessee").

RECITALS

A. Lessor and Lessee are parties to the Lease of Business Property dated as of April 13, 2012 (the "Original Lease"), as amended by Amendment No. 1 to Lease Agreement dated as of February 27, 2018 (the "First Amendment" and, together with the Original Lease, the "Lease"), pursuant to which Lessor leases to Lessee and Lessee leases from Lessor the "Premises" identified in the Lease, including the "Building" identified in the Lease (which are collectively referred to as the "Premises" hereafter in this Agreement).

B. Lessee now desires to surrender to Lessor all of Lessee's right, title and interest in and to the Premises and the Lease, and to terminate the Lease, and Lessor desires to accept said surrender and to terminate the Lease, all on and subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and upon the conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, Lessor and Lessee agree as follows:

1. Termination of the Lease. The Lease is terminated as of the Termination Date. The "Termination Date" is August 31, 2022. After the Termination Date, Lessee has no right to enter, possess, or use the Premises. Lessee has no obligation to pay any amount of lease rental payments to Lessor for any period after the Termination Date nor to pay any other amount in connection with the Lease except for the Termination Fee (Section 4) or as otherwise provided in this Agreement.

2. Surrender of Premises. On or before the Termination Date, Lessee shall surrender to Lessor all of Lessee's right, title and interest in and to the Premises and any other rights of occupancy with respect to the Premises.

3. Condition of Premises; Keys. On or before the Termination Date, Lessee shall (i) surrender the Premises to Lessor, broom clean, in as good order and condition as the Premises now are in, and otherwise in accordance with the terms of the Lease, and (ii) deliver to Lessor all keys to all doors in the Premises.

4. Termination Fee. In consideration of Lessor accepting the early termination of the Lease pursuant to this Agreement, Lessee shall pay to Lessor no later than October 31, 2022 the amount of One Hundred Forty-six Thousand Nine Hundred Forty-seven and 94/100 Dollars (\$146,947.94) (the "Termination Fee").

5. Mutual Release. Lessor and Lessee each waives any claims they have against the other party, of every kind and nature, legal and equitable, whether now known or unknown, suspected or unsuspected, past or present, contingent or fixed, which the waiving party may now have, has had, or at any time after the Termination Date may have against the other party arising out or in any way connected to the Lease except:

A. Neither party waives any claim against the other party for contribution or indemnity arising out of a claim by a third party for bodily injury to or death of any person or loss of or damage to any property with respect to damages incurred by such third party during the term of the Lease as the result of the operations of either Lessee or Lessor at the Premises during the term of the Lease. Without limiting the generality of the foregoing, Lessee agrees that its obligations under Section 10 of the Lease remain in full force and effect with respect to events that occurred during the term of the Lease and prior to the Termination Date.

B. Lessor does not waive any claim against Lessee arising out of the presence of Hazardous Materials (as defined in Section 3.b(4) of the Lease) at the Premises as the result of a release of such materials by Lessee during the term of the Lease.

C. Lessee does not waive any claim against Lessor arising out of the presence of Hazardous Materials at the Premises that did not result from a release of such materials by Lessee during the term of the Lease.

D. Lessor and Lessee confirm that the mutual waiver of claims for property loss or damage and the mutual waiver of subrogation set out in Section 20 of the Lease continue in force notwithstanding the termination of the Lease.

E. This release and waiver of claims is not effective until payment has been made to Lessor as described in Section 4 herein, the Premises are delivered to Lessor, and all other terms of this Agreement have been completed by the Lessee.

6. Complete Agreement; Successors and Assigns. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, with respect to this subject matter and contains together with the unamended provisions of the Agreement the entire agreement between and the final expression of Lessor and Lessee with respect to the termination of the Lease Agreement. No subsequent agreement, representation, or promise made by either party or by or to an employee, officer, agent, or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound by it. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the Lessor and Lessee.

7. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Oregon.

8. Authorization. Lessor and Lessee each represents and warrants that the individual

executing this Agreement on its behalf has the authority to bind such party by executing this Agreement.

9. Further Assurances. Lessor and Lessee agree to execute and deliver all such further documents and to take all such further actions as may be reasonably requested by the other party to effectuate fully the terms and provisions of this Agreement, provided such documents or actions do not limit, reduce or impair the rights of the party upon whom such request is made.

10. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original part and all of which together shall constitute a single agreement. This Agreement may be executed by facsimile, by pdf, or through electronic means such as DocuSign, each of which will be deemed equivalent to execution by hand.

Signatures begin on the next page. The remainder of this page is left blank intentionally.

IN WITNESS OF THEIR AGREEMENT, Lessor and Lessee have executed this Agreement as of the day and year first set forth above.

LANDLORD:

PORT OF ARLINGTON,
a port district of the State of Oregon

By: _____
Name: _____
Title: _____

TENANT:

INSITU, INC.,
a Washington corporation

By: _____
Name: _____
Title: _____



PAULY, ROGERS, AND CO., P.C.
12700 SW 72nd Ave. ♦ Tigard, OR 97223
(503) 620-2632 ♦ (503) 684-7523 FAX
www.paulyrogersandcocpas.com

August 4, 2022

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, 2022. We will audit the basic financial statements of Port of Arlington as of and for the year ended June 30, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, and the disclosures, 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.

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.

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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

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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:

Audit Services:	
Financial Statement Audit	\$ 6,500
Non-Audit Services:	
Assistance in preparation of Financials Statements	3,000
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

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adjustments to the financial statements. The additional 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 of \$500 will 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.

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 organization 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 organization, 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

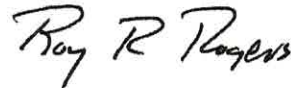
We will issue written reports upon completion of our audit of Port of Arlington's financial statements. Our reports will be addressed to management and the governing body of Port of Arlington. Circumstances may arise in which our report may differ from its expected form and content based on the results 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

Port of Arlington
August 4, 2022

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: _____

CONTRACT

THIS CONTRACT, made this 29th day of July, 2022, in accordance with the requirements of Oregon Revised Statutes 297.405 through 297.555 between Pauly, Rogers and Co., PC, Certified Public Accountants, of Tigard, Oregon, and **Port of Arlington**, provides as follows:

1. It hereby is agreed that Pauly Rogers and Co., PC shall conduct an audit of the accounts and fiscal affairs of **Port of Arlington** for the period beginning **July 1, 2021**, and ending **June 30, 2022**, and annually thereafter in accordance with the Minimum Standards of Audits of Oregon Municipal Corporations as prescribed by law. The audit shall be undertaken in order to express an opinion upon the financial statements of **Port of Arlington** and to determine if **Port of Arlington** has complied substantially with appropriate legal provisions. The services to be provided are detailed in the Proposal dated **July 13, 2022** issued by Pauly, Rogers and Co., P.C.
2. Pauly Rogers and Co., PC. agrees that the services they have contracted to perform under this contract shall be rendered by them or under their personal supervision and that the work will be faithfully performed with care and diligence.
3. It is understood and agreed that, should unusual conditions arise or be encountered during the course of the audit whereby the services of Pauly Rogers and Co., PC are necessary beyond the extent of the work contemplated, written notification of such unusual conditions shall be delivered **Port of Arlington** who shall instruct in writing Pauly Rogers and Co., PC concerning such additional services, and that a signed copy of each such notification and instruction shall be delivered immediately to the Secretary of State by the Party issuing the same.
4. The audit shall be started as soon after this contract is executed as is agreeable to the Parties hereto and shall be completed and a written report thereon delivered within a reasonable time, but no later than six months, after the close of the audit period covered by this contract. Adequate copies of such report shall be delivered to **Port of Arlington** and its form and content shall be in accordance with and not less than that required by the Minimum Standards for Audits of Oregon Municipal Corporations.
5. It is understood and agreed that **Port of Arlington** is responsible for such financial statements as may be necessary to fully disclose and fairly present the results of operations for the period under audit and the financial condition at the end of that period. Should such financial statements not be prepared and presented within a reasonable period of time, it is understood that Pauly Rogers and Co., PC shall prepare them for **Port of Arlington**. The cost of preparing such financial statements shall be in addition to the fee for conducting the audit as set forth in paragraph 7 below.

Contract (Continued)

6. It is understood and agreed that either Party may cancel this contract by giving notice in writing to the other Party at least 6 months prior to July 1 of any year.

7. In consideration of the faithful performance of the conditions, covenants, and undertakings herein set forth, **Port of Arlington** hereby agrees to pay Pauly Rogers and Co., PC, a reasonable fee and **Port of Arlington** hereby affirms that proper provision for the payment of such fee has been or will be duly made and that funds for the payment thereof are or will be made legally available.

Pauly Rogers and Co., PC.

Port of Arlington

BY:

Roy R Rogers

BY:

Pauly, Rogers and Co., P.C.

Website and Sharefile Portal End User License Agreement

This Sharefile Portal End User License Agreement (“Agreement”) is a binding agreement between Pauly, Rogers and Co., P.C. (“Pauly, Rogers”) and you personally and, if applicable, as the authorized agent for the legal entity you represent, any and all persons you authorize within the organization to have access to the website and portal (collectively referred to as “you”). Your access to and the use of Pauly Rogers’ web site and portal is subject to the following terms and conditions, as well as all applicable laws. Your access to the web site is in consideration for your binding agreement to the Agreement, whether or not you are a registered user. By accessing, browsing, and using the web site, you accept, without limitation or qualification, these Terms and Conditions of the Agreement.

There are sections of the web site that connect you to other sites outside of the control of Pauly, Rogers’ web site. These terms and conditions apply ONLY to those areas that are on the Pauly, Rogers web site. Note: Web pages including Pauly, Rogers in the URL address is covered by the terms and conditions laid out in this document.

Modification of the Agreement

Pauly, Rogers maintains the right to modify the Agreement, and may do so by posting notice of such modifications on this page. Any modification made is effective immediately upon posting the modification (unless otherwise stated). Your continued use of Pauly, Rogers’ web site following the posting of any modification signifies your acceptance of such modification. You should visit this page, periodically, to review the current Agreement.

Conduct

You agree to access and use Pauly, Rogers' web site for lawful purposes, ONLY. You are solely responsible for the knowledge of and adherence to any and all laws, statues, rules, and regulations pertaining to your use of this website. By accessing Pauly, Rogers’ web site, you agree that you will NOT:

1. Use Pauly, Rogers’ web site to commit a criminal offense, or to encourage others to conduct acts that would constitute a criminal offense or give rise to civil liability;
2. Post (or transmit) any unlawful, threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane, or otherwise objectionable content;
3. Use the web site to impersonate other parties or entities;
4. Use the web site to upload any content that contains a software virus, such as a Trojan Horse or any other computer codes, files, or programs that may alter, damage, or interrupt the daily function of the web site (or the hardware/software of any other person who may access the web site);
5. Upload, post, e-mail, or otherwise transmit any materials, that you do not have the right to transmit under any law (or under any contractual relationship);
6. Alter, damage, or delete any content posted on the web site;
7. Disrupt the normal flow of communication in any way;

8. Claim a relationship with or speak for any department, division, organization, unit, etc., which you are not authorized to claim such a relationship;
9. Post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation;
10. Post any material that infringes (or violates) the academic/intellectual rights of others; or
11. Collect (or store) personal information.

Registration

Certain portions of Pauly, Rogers' web site are limited to registered users, and/or may allow a user to request support/services online by entering personal information. You agree that any personal information provided to us is complete and accurate, as well as given to us at your own risk. Also, you agree not to register under the name of, nor attempt to enter the web site under the name of, another person, and you will not adopt a user name that Pauly, Rogers, in its sole discretion, deems offensive.

Termination of Use

Pauly, Rogers may (in its sole discretion) suspend/terminate your access to Pauly, Rogers' web site, as well as the use of this web site without notification including the violation of the Agreement, or for other conduct that Pauly, Rogers deems is harmful/unlawful to others. Note: In the event of termination, you are no longer authorized to access Pauly, Rogers web site, and Pauly, Rogers will use whatever means necessary to enforce this termination. In the event that you terminate our services, your access to Pauly Rogers' web site, portal and uploaded information will be removed no later than 30 days after notification. After access to the portal is discontinued all data will be deleted.

Content

Pauly, Rogers has the right to monitor the content that you provide. We reserve the right to delete, move, and/or edit any postings that come to our attention, which we consider to be unacceptable or inappropriate whether for legal or other reasons. Note: The United States and foreign copyright laws, as well as international conventions protect the contents of Pauly, Rogers' web site. (You have agreed to abide by all copyright notices by entering Pauly, Rogers' web site).

Site Availability

Pauly, Rogers does not guarantee uninterrupted or error-free operation of this site or any portion thereof and will use reasonable efforts to maintain its operation and availability.

Indemnity

To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, to the extent the Act is applicable, County shall defend, save, hold harmless, and indemnify Pauly, Rogers (and its employees) from any and all liabilities and costs incurred by Indemnified Parties in connection with any claim arising from any breach by you of this Agreement, including reasonable attorneys fees and costs. You agree to cooperate as fully as may be reasonably possible in the defense of any such claim. Pauly, Rogers reserves the right to assume, at its own expense, the exclusive defense and control of any

matter otherwise subject to indemnification by you. You in turn shall not settle any matter without the written consent of Pauly, Rogers.

Disclaimer of Warranty

You expressly understand and agree that your use of Pauly, Rogers' web site, or any material available through the web site, is at your own risk. Neither Pauly, Rogers nor its employees warrant that the web site in question will be uninterrupted, problem-free, free of omissions, or error-free; nor do they make any warranty as to the results that may be obtained from the use of the web site. The content and function of Pauly, Rogers' web site are provided to you as is, without warranties of any kind, either express or implied, including, but not limited to, warranties of title, merchantability, fitness for a particular purpose or use, or current fitness.

Limitation of Liability

In no event will Pauly, Rogers (or its employees) be liable for the incidental, indirect, special, punitive, exemplary, or consequential damages, arising out of your use of or inability to use Pauly, Rogers' web site, including without limitation, loss of revenue or anticipated profits, loss of goodwill, loss of business, loss of data, computer failure or malfunction, or any and all other damages.

Third Party Activities

If you authorize, assist, encourage or facilitate another person or entity to take any action related to the subject matter of this Agreement, you shall be deemed to have taken the action yourself and will defend Pauly, Rogers against any and all claims.

Security of Personal Information

While Pauly, Rogers takes reasonable steps to secure the information you submit through the Portal, no data transmission over the Internet or electronic storage of information can be guaranteed to be 100% secure. Please consider this prior to submitting any information to Pauly, Rogers.

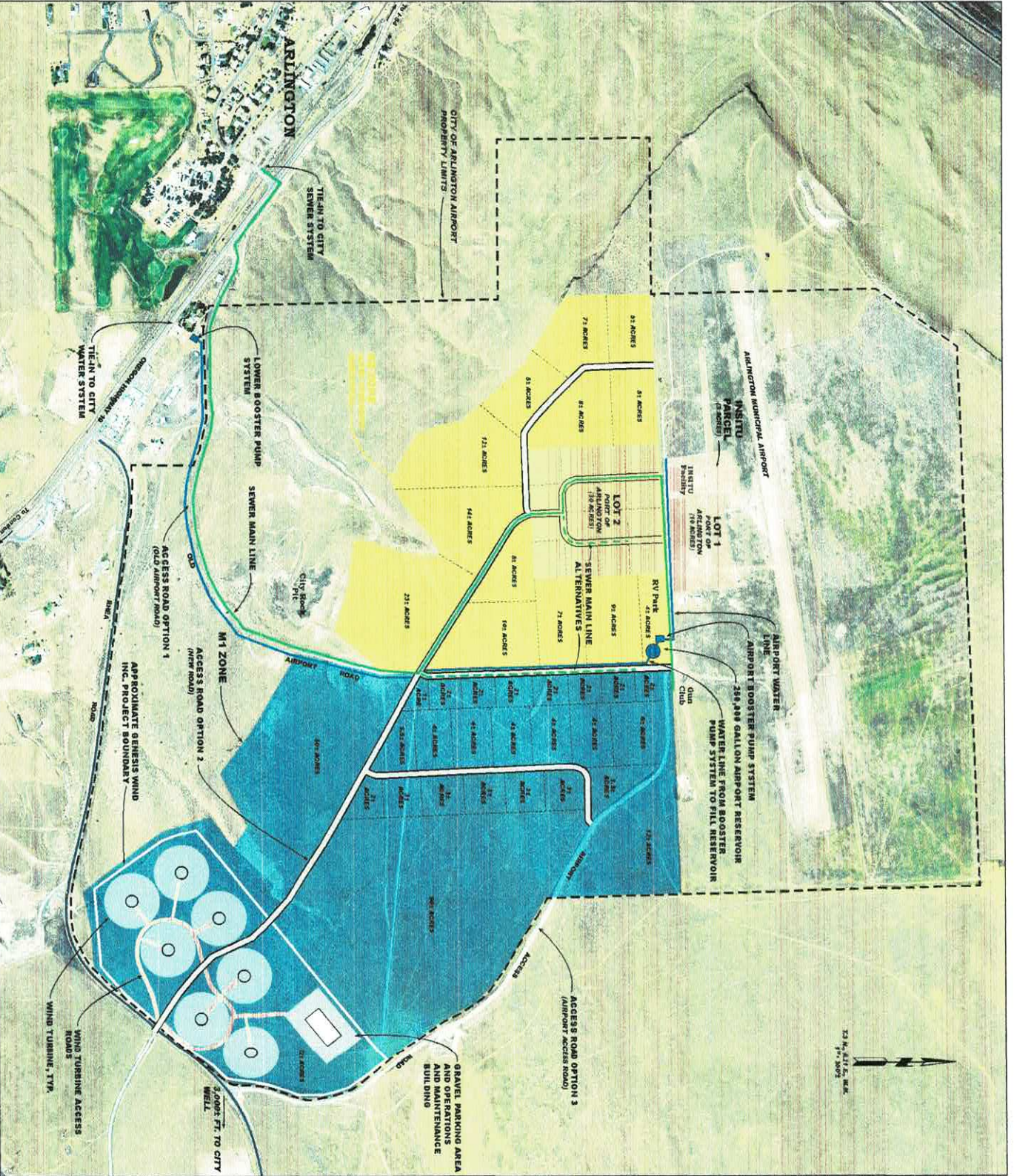
Pauly, Rogers and Co., P.C.
April 2014

Accepted by:

Name & Title

On behalf of:

Entity



NOTES:
 1. LOT LAYOUT ACRES ARE APPROXIMATE.
 2. WATER, SEWER, ACCESS ROADS, AND THE GENESIS WIND SITE LAYOUT ARE CONCEPTUAL.

ARLINGTON MESA INDUSTRIAL PARK
 JANUARY 2012

