



Thursday, October 12, 2023, at 5:00 pm
Location: Port of Arlington, 100 Port Island Rd, Arlington, OR

Join Zoom Meeting

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

Meeting ID: 953 785 4875

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Regular Commission Meeting Agenda
Thursday, October 12, 2023

1. **Call Meeting to Order**
2. **Public Comment on Non-Agenda Items**
3. **Consent Agenda:**
 - a. Approve Regular Meeting Minutes for September 14, 2023
 - b. Approve September 2023 Accounts Payable and Financials
4. **Director Report**
 - A. Proctor Parcel
 - B. Marina Walkway Paving
 - C. Willow Creek Planning
 - D. Leases
 - E. Upcoming Meetings
5. **President Report**
6. **Commissioner Reports**
7. **Executive Session, ORS 192.660(2)(e):** To conduct deliberations with the persons designated by governing body to negotiate real property transactions.
8. **Decision or deliberations on Real Estate Transactions** (*Placeholder*).
9. **Upcoming Meetings –**
Joint Meeting with Gilliam County – Wednesday, October 18, 2023 at 1 pm in the Lower Conference Room of the Gronquist Building in Arlington.
10. **Adjourn Meeting**

Port of Arlington Environmental Sentry Corp Meeting

October 12, 2023 immediately following Port Meeting

1. Call Meeting to Order
2. Minutes
3. Motions on Work Orders by Maul Foster and Alongi
4. Adjourn

Regular Commission Meeting
September 14, 2023, MINUTES
5:00PM
Port Office, 100 Island Park Rd., Arlington, OR

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

2. **Present**

President Leah Shannon and Vice President Ron Wilson; Commissioners: Kathryn Greiner (via zoom) Gibb Wilkins (via zoom), and Kip Krebs (via zoom arrived at 5:04pm); Port Director, Jed Crowther and Administrative Assistant, Kayla Rayburn, and Attorney, Ruben Cleaveland (via zoom)

3. **Absent**

None

4. **Audience**

None

5. **Public Comment**

None

6. **Additions to the Agenda**

None

7. **Consent Agenda**

7.1. **Approve Regular Meeting Minutes for August 10, 2023**

7.2. **Approve August 2023 Accounts Payable and Financials**

Motion: Wilson moved, and Wilkins seconded to approve the Regular Meeting Minutes for August 10, 2023, and the August 2023, Accounts Payable/Financials. Motion passed unanimously.

8. **Directors Report**

8.1. **Strategic Business Plan**

Crowther advised that the SBP was adopted August 10, 2023, and printed copies are now available for the Commissioners.

8.2. **Proctor Parcel**

8.2.1. **Forthcoming Alkali Ridge Plat Map by Anderson-Perry**

Crowther presented the platted plan of the Alkali Ridge by Anderson-Perry he would like to send in for approval to the planning committee. Greiner asked about a geographic map of the area to show the layout more realistically, and plan buildings.

Motion: Wilkins moved, and Wilson seconded Jed Crowther to submit the plat plan of Alkali Ridge for approval. Motion carried unanimously.

Shannon wanted to discuss what the potential asking price for the house and shop could be. She stated there is a very interested party and didn't know if the Port could give them an asking price. Attorney Ruben Cleaveland said it is fine to talk to him, we can discuss a price, but there can be no official sale or contracts for the property until the lot is partitioned with its own tax ID number. Cleaveland advised the port doesn't have to get

an appraisal to sell property, just to purchase property. He suggested getting a comparative market analysis to come up with a price.

8.2.2. Appraisal for entry right-of-way area

The port must get an appraisal for the right-of-way into the Alkali Ridge property. They have the option of 60' or 1.5-2 acres for purchase from Sallee's. Discussed possible options that could be done with the 1.5-2-acre property if they purchased.

Motion: Wilson moved, and Greiner seconded to ratify the appraisal by Colliers in the amount of \$2,500. Motion passed unanimously.

8.3. Marina Walkway Paving

Struggling to get a bid for the walkway around the West side of the Marina. James is chasing leads and Crowther is reaching out to companies. The grant from the county was approved for construction.

8.4. Willow Creek Planning

RFP for the study of Willow Creek is not ready yet. There are a few firms he hopes will take an interest because they have worked with the core and tribes in the past.

8.5. Leases

8.5.1. Alpine-Annual contract renewal request

Have approached Crowther about renewing their lease. They completed their first year, and the next year extension. They are wanting another extension.

8.5.2. Rivers Edge-Status review and discussion

Leah Shannon declared a conflict of interest and recused herself from the discussion. Crowther gave an update to the board regarding the situation, and the conversation he had with David Richter. Richter stated he is still struggling. Kayla Rayburn was asked about payments and advised Rivers Edge is currently behind \$5,250 and has made two partial payments since the last time it was discussed. There was a lengthy discussion about the pros and cons of continuing the lease or terminating it now because there is a default in the lease for nonpayment. It was decided they would give David Richter, owner of Rivers Edge BBQ and Grill, 3 more months and reduce the rate more, so he has a chance to become current by the end of the year.

Motion: Greiner moved, and Wilkins seconded to extend the reduced rate 3 more months until December and drop the rent/utilities/taxes to \$1000 per month. Motion passed unanimously, and President Shannon recused herself.

8.5.3. Tribal Enforcement

Tribal Enforcement enquired about a build to suit, so they could have a place in town where they had an office, as well as store some of their boats/equipment. There is property the port still has at the mesa between the Insitu and Hanger building where they could build a few more buildings. Wilson suggested we could potentially cut the rate at the Insitu building if they needed something sooner than we could build, until the Port was able to build them their own. Crowther stated he did advise them the Port has quite a few projects currently going, so it may take a little longer to do a build to suite, or start one, if that was what they were interested in.

8.6. Outreach-

Crowther attended the Gilliam County Fair and put up a Fair Booth display and promotional items were handed out. Wilson thought the booth looked great and was very informational. Easy for someone to walk by and see what the Port has been up to

8.7. Training

He Advised Kayla Rayburn attended an extensive Economic Development course August 14-18, in Lacey, WA. Rayburn gave a brief overview of her experience, and what the course entailed.

8.8. Events

8.8.1. Crowther and Rayburn attended a Hanford facility tour.

8.8.2. Crowther had a meeting with Governor Kotek today, that was also attended by Mayor Buffon and County Commissioner Shannon. He believed she also toured WM that day as well. President Shannon confirmed She toured WM, and Greiner stated she met with her as well during her visit to Condon.

9. Presidents Report

President Shannon restated they did host the Governor and her staff at Columbia Ridge Landfield, and she discussed housing at every opportunity that she had. She was advised there are Legislative packages coming out in the fall, and there may be some rural housing fund in there. She felt it was a good meeting and the Governor was very impressed with the county.

10. Commissioner Reports

10.1. Ron Wilson: Advised that Marta and himself were able to acquire the "EAT" sign off the top of the Pheasant. Described the letters and their integrity. They would like to donate them to the Port, and would like them to stay in Arlington, and not leave. Possibly putting it behind the Gronquist building. They do need a little work.

10.2. Gibb Wilkins: There was some vandalism at the old Condon Grade School he had to clean up, and work with the Sheriff's office. There is also a property owner in Condon behind the ODOT shop that would potentially be interested in selling if the price was right. If anyone knows anyone that would be interested, he could give them the owners' contact information.

10.3. Kip Krebs: Went to Port of Morrow to do a training as a commission on the port board. What to do and what not to do as a publicly voted commissioner.

10.4. Kathryn Greiner: She also was able to meet with Governor Kotek and advocated for housing as well. The department of aviation will be in Condon on November 7, 11:00am. This will be to talk about getting fuel and/or water out at Condon Airport. She invited Jed and a few people who use the facility to attend the meeting.

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

No Executive Session needed.

12. Upcoming Meetings

12.1. Commission Meeting

Thursday, October 12, 2023 at 5pm City of Condon

13. Adjourn Meeting

President Shannon adjourned The Regular Commissions meeting at 6:14pm.

President Leah Shannon

Vice President Ron Wilson

PORT OF ARLINGTON

Balance Sheet

As of October 10, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 Beginning Cash Drawer Funds	100.00
1001 Bank of E/O - Checking	307,895.66
1003 LGIP Investment A/C	744,112.36
1004 Reserve Fund	81,189.06
1005 Municipal Money Market Account	93,724.40
Port of Arlington (9413) - 1	749,274.94
Total Bank Accounts	\$1,976,296.42
Accounts Receivable	
1200 Accounts Receivable	-179,432.93
Total Accounts Receivable	\$ -179,432.93
Other Current Assets	
1201 AR Audit	16,474.51
1210 Property Tax Receivable	-1,907.23
1220 Grants Receivable	0.00
1230 Other Receivables	0.00
1235 POA Env Sentry Corp Receivable	0.00
1300 Prepaid Expense	5,718.75
1499 Undeposited Funds	0.00
Total Other Current Assets	\$20,286.03
Total Current Assets	\$1,817,149.52
Other Assets	
1006 Cash With County	721.40
Total Other Assets	\$721.40
TOTAL ASSETS	\$1,817,870.92
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	2,724.48
2001 Transient Lodging Tax Payable	744.28
Total 2000 Accounts Payable	3,468.76

PORT OF ARLINGTON

Balance Sheet

As of October 10, 2023

	TOTAL
Total Accounts Payable	\$3,468.76
Other Current Liabilities	
2002 AP Audit	-2,724.48
2010 Other Payables	0.00
2100 Payroll Liabilities	79,009.59
408k SEP Co. Match	7,461.96
Dental Insurance	1,608.04
Federal Taxes (941/943/944)	3,995.93
Health Insurance	25,306.72
OR Employment Taxes	-41.73
OR Income Tax	2,178.24
OR Paid Family and Medical Leave	192.24
OR Statewide Transit Taxes	19.06
Total 2100 Payroll Liabilities	119,730.05
2110 Deferred Rev. - Property Taxes	3,642.20
2111 Direct Deposit Liabilities	-14,693.98
2120 Deferred Revenue	0.00
Direct Deposit Payable	0.00
Oregon Department of Revenue Payable	0.00
Out Of Scope Agency Payable	0.00
Total Other Current Liabilities	\$105,953.79
Total Current Liabilities	\$109,422.55
Long-Term Liabilities	
2200 OEDD - Marina	0.00
2300 OEDD - RV Park	0.00
Total Long-Term Liabilities	\$0.00
Total Liabilities	\$109,422.55
Equity	
3000 Opening Bal Equity	749,274.94
3110 Retained Earnings	908,722.24
Net Income	50,451.19
Total Equity	\$1,708,448.37
TOTAL LIABILITIES AND EQUITY	\$1,817,870.92

PORT OF ARLINGTON

Profit and Loss

July 2023 - June 2024

	TOTAL			
	JUL 2023 - JUN 2024	JUL 2022 - JUN 2023 (PY)	% CHANGE	% OF INCOME
Income				
5000 ECONOMIC DEVELOP FUND RESOURCES	77.62			0.04 %
5031 Building Lease 11-002		162,838.78	-100.00 %	
5032 Building Lease 11-004		7,500.00	-100.00 %	
5033 Flex Bldg Lease	14,000.00	37,250.00	-62.42 %	6.81 %
5034 Taxes Collected for Triple Net	2,640.00	7,790.00	-66.11 %	1.28 %
Total 5000 ECONOMIC DEVELOP FUND RESOURCES	16,717.62	215,378.78	-92.24 %	8.13 %
5200 Gronquist Resources				
5203 Shannon Lease		15,750.00	-100.00 %	
5203-1 Richter Lease	500.00	9,000.00	-94.44 %	0.24 %
5203-3 Richter's Property taxes	500.00	2,500.00	-80.00 %	0.24 %
5204 Colimbia Room Rental		790.00	-100.00 %	
5211 Office Space Lease #2		8,200.00	-100.00 %	
5212 Office Space Lease #3		12,750.00	-100.00 %	
5213 Office Space #4	4,100.00			1.99 %
Total 5200 Gronquist Resources	5,100.00	48,990.00	-89.59 %	2.48 %
GENERAL FUND RESOURCES				
4010 Taxes-Current	944.35	1,228.63	-23.14 %	0.46 %
4011 Taxes-Prior	248.33	144,230.08	-99.83 %	0.12 %
4020 Interest - NOW Checking	69.76	380.74	-81.68 %	0.03 %
4021 Interest - Best A/C	1,025.89	2,637.57	-61.10 %	0.50 %
4022 Interest - LGIP A/C	4,618.68	28,975.63	-84.06 %	2.25 %
4030 Land Rental		1,650.00	-100.00 %	
4040 Management Fees		200.00	-100.00 %	
4050 Grain Elevator Lease Pymt	122,013.60	118,459.81	3.00 %	59.36 %
4110 Grants Income				
4113 Gilliam County Grant	11,250.00	15,375.00	-26.83 %	5.47 %
Total 4110 Grants Income	11,250.00	15,375.00	-26.83 %	5.47 %
4210 Marina Revenue				
4210 Marina Revenue	2,972.00	11,938.99	-75.11 %	1.45 %
4211 RV Park Revenues				
4211-1 RV Park Monthly Rent	11,085.00	42,705.00	-74.04 %	5.39 %
4211-2 RV Park Weekly Rent	1,550.00	6,400.00	-75.78 %	0.75 %
4211-3 RV Park Daily Rent	5,710.00	6,827.00	-16.36 %	2.78 %
4211-4 RV Park Dry Camp	2,870.00	13,965.00	-79.45 %	1.40 %
Total 4211 RV Park Revenues	21,215.00	70,163.22	-69.76 %	10.32 %

PORT OF ARLINGTON

Profit and Loss

July 2023 - June 2024

	TOTAL			
	JUL 2023 - JUN 2024	JUL 2022 - JUN 2023 (PY)	% CHANGE	% OF INCOME
4213 Marina Fuel Revenue	8,060.96	18,862.37	-57.26 %	3.92 %
4213-1 Diesel Sales	6,681.35	1,189.21	461.83 %	3.25 %
4213-2 Gasoline Sales		787.54	-100.00 %	
Total 4213 Marina Fuel Revenue	14,742.31	20,839.12	-29.26 %	7.17 %
4214 Marina Power and Water Revenue	90.00	1,016.25	-91.14 %	0.04 %
4350 Willow Creek Lease Revenue		5,000.00	-100.00 %	
4400 Donations/Gifts		30.00	-100.00 %	
4211-6 shower Donation	50.00	315.84	-84.17 %	0.02 %
Total 4400 Donations/Gifts	50.00	345.84	-85.54 %	0.02 %
4500 Miscellaneous Income	3,592.72	1,331.50	169.83 %	1.75 %
Beginning Fund Balance		38,043.20	-100.00 %	
Total GENERAL FUND RESOURCES	182,832.64	461,815.58	-60.41 %	88.95 %
RESERVE FUND RESOURCES				
9002 Interest Earned Reserve Fund	888.69	2,284.80	-61.10 %	0.43 %
Total RESERVE FUND RESOURCES	888.69	2,284.80	-61.10 %	0.43 %
Total Income	\$205,538.95	\$728,469.16	-71.78 %	100.00 %
GROSS PROFIT	\$205,538.95	\$728,469.16	-71.78 %	100.00 %
Expenses				
6560 Payroll Expenses	142.00	228,273.89	-99.94 %	0.07 %
Company Contributions				
Health Insurance	20,186.07	6,728.69	200.00 %	9.82 %
Retirement	9,413.02	1,832.33	413.72 %	4.58 %
Total Company Contributions	29,599.09	8,561.02	245.74 %	14.40 %
Taxes	3,775.06	1,173.09	221.80 %	1.84 %
Wages	49,111.40	15,269.38	221.63 %	23.89 %
Total 6560 Payroll Expenses	82,627.55	253,277.38	-67.38 %	40.20 %
8400 ECON.DEVELOP.FUND EXPENSES				
CAPITAL OUTLAY				
8431 Land Improvements/Development	17.98	801,036.24	-100.00 %	0.01 %
8432 Engineering & Surveying	3,447.50	5,769.00	-40.24 %	1.68 %
8435 Building Projects/Tenant Improv	4,443.68	11,882.00	-62.60 %	2.16 %
Total CAPITAL OUTLAY	7,909.16	818,687.24	-99.03 %	3.85 %
DEBT SERVICE				
8441 Loan - Principal	844.11	9,715.20	-91.31 %	0.41 %
8442 Loan - Interest	167.89	2,428.80	-93.09 %	0.08 %
Total DEBT SERVICE	1,012.00	12,144.00	-91.67 %	0.49 %

PORT OF ARLINGTON

Profit and Loss

July 2023 - June 2024

	TOTAL			
	JUL 2023 - JUN 2024	JUL 2022 - JUN 2023 (PY)	% CHANGE	% OF INCOME
MATERIALS AND SERVICES				
8423 Legal Fees	1,491.00	1,470.00	1.43 %	0.73 %
8424 Office Supplies & Equipment	42.95	284.69	-84.91 %	0.02 %
8424-3 Consultant		12,000.00	-100.00 %	
8425 Utilities	382.00	417.00	-8.39 %	0.19 %
8426 Advertising & Marketing	1,787.40	1,146.00	55.97 %	0.87 %
8426-1 Dues & Subscriptions		300.00	-100.00 %	
8429 Building Insurance		14,283.00	-100.00 %	
8430 City of Arlington Insitu Lease		3,600.00	-100.00 %	
8430-4 Property Taxes		22,575.26	-100.00 %	
Total MATERIALS AND SERVICES	3,703.35	56,075.95	-93.40 %	1.80 %
PERSONNEL SERVICES				
8410 Officer		7,583.32	-100.00 %	
Total PERSONNEL SERVICES		7,583.32	-100.00 %	
Total 8400 ECON.DEVELOP.FUND EXPENSES	12,624.51	894,490.51	-98.59 %	6.14 %
8500 Gronquist Fund Expences				
GRONQUIST CAPITOL OUTLAY				
8633 Grant Match Gilliam County		7,200.00	-100.00 %	
Total GRONQUIST CAPITOL OUTLAY		7,200.00	-100.00 %	
Materials and Services				
8521 Utilities	3,064.24	11,899.32	-74.25 %	1.49 %
8521-1 Credit Card Fees		16.69	-100.00 %	
8522 Office Supplies and Equipment	136.07	1,123.15	-87.88 %	0.07 %
8523 Legal Fees	63.00	966.00	-93.48 %	0.03 %
85230 Building Maintenance	1,575.00	5,533.12	-71.54 %	0.77 %
8525 Dues / Subscriptions / Fees	20.00	151.10	-86.76 %	0.01 %
8527 Telephone and Internet	192.00	768.00	-75.00 %	0.09 %
8528 Supplies		505.45	-100.00 %	
8529 Fire Suppression System Inspec	609.67	868.23	-29.78 %	0.30 %
8531 Alarm Monitoring	162.00	648.00	-75.00 %	0.08 %
8532 Pest Control / Fertilizer		396.48	-100.00 %	
8539 Misc	40.00			0.02 %
Total Materials and Services	5,861.98	22,875.54	-74.37 %	2.85 %
Personnel Services				
8510-3 Maintenance	183.81	2,287.44	-91.96 %	0.09 %
Total Personnel Services	183.81	2,287.44	-91.96 %	0.09 %
Total 8500 Gronquist Fund Expences	6,045.79	32,362.98	-81.32 %	2.94 %

PORT OF ARLINGTON

Profit and Loss

July 2023 - June 2024

	TOTAL			
	JUL 2023 - JUN 2024	JUL 2022 - JUN 2023 (PY)	% CHANGE	% OF INCOME
GENERAL FUND EXPENSES		439.06	-100.00 %	
ADMINISTRATION EXPENSES		1,794.25	-100.00 %	
6000 Personal Services - AD		10,577.41	-100.00 %	
6008 Port Manager		7,630.62	-100.00 %	
6009 Administrative Assistant		7,374.40	-100.00 %	
6011 Payroll Taxes - Staff		4,764.25	-100.00 %	
6012 Training		408.17	-100.00 %	
6013 Workmens Compensation		3,563.65	-100.00 %	
6015 Employee Benefits Insurance	25,703.26	107,714.27	-76.14 %	12.51 %
6016 Employee Benefits Retirement		3,619.91	-100.00 %	
Total 6000 Personal Services - AD	25,703.26	145,652.68	-82.35 %	12.51 %
6100 Materials and Services - AD				
6111 Utilities	309.00	3,620.67	-91.47 %	0.15 %
6112 Office Supplies and Equipment	130.53	3,840.32	-96.60 %	0.06 %
6113 Legal Fees	266.51	4,461.76	-94.03 %	0.13 %
6115 Dues, Subscriptions, Fees	783.46	4,709.89	-83.37 %	0.38 %
6115-1 Credit Card Fees	1,052.65	3,590.04	-70.68 %	0.51 %
Total 6115 Dues, Subscriptions, Fees	1,836.11	8,299.93	-77.88 %	0.89 %
6116 Audit, Budget, Legal Notices	291.00	620.50	-53.10 %	0.14 %
6117 Telephone and Internet Srv.	651.73	2,916.08	-77.65 %	0.32 %
6118 Advertising - AD	119.88			0.06 %
6119 Commissioner Fees/Expenses		1,551.84	-100.00 %	
6121 Donations	400.00	650.00	-38.46 %	0.19 %
6122 Meetings and Elections	362.51	569.89	-36.39 %	0.18 %
6123 Miscellaneous - AD	100.00	448.02	-77.68 %	0.05 %
6125 Training	200.00	75.00	166.67 %	0.10 %
6127 Commissioner Conference & Trave	50.00			0.02 %
6128 Staff Travel/Food/Lodging	561.00	268.56	108.89 %	0.27 %
6129 Postage		60.00	-100.00 %	
Total 6100 Materials and Services - AD	5,278.27	27,382.57	-80.72 %	2.57 %
6150 Capital Outlay - AD				
6151 Land/Improvements/Developments	1,086.16			0.53 %
6154 Office Equipment	4,855.18	760.70	538.25 %	2.36 %
Total 6150 Capital Outlay - AD	5,941.34	760.70	681.04 %	2.89 %
Total ADMINISTRATION EXPENSES	36,922.87	175,590.20	-78.97 %	17.96 %

PORT OF ARLINGTON

Profit and Loss

July 2023 - June 2024

	TOTAL			
	JUL 2023 - JUN 2024	JUL 2022 - JUN 2023 (PY)	% CHANGE	% OF INCOME
ISLAND PARK				
6600 Personal Services		210.00	-100.00 %	
6610 Maintenance Person		2,287.44	-100.00 %	
Total 6600 Personal Services		2,287.44	-100.00 %	
6620 Materials & Services		45.30	-100.00 %	
6622 Sanitation	169.50	974.00	-82.60 %	0.08 %
6623 Comfort Station Supplies	209.95	984.60	-78.68 %	0.10 %
6624 Park Electricity	283.16	7,212.73	-96.07 %	0.14 %
6625 Pest Control / Chem & Fert.		468.99	-100.00 %	
6626 Insurance		1,957.00	-100.00 %	
6627 Park Maintenance & Supplies	380.74	4,496.34	-91.53 %	0.19 %
Total 6620 Materials & Services	1,043.35	16,138.96	-93.54 %	0.51 %
6630 Capital Outlay				
6631 Park Improvements		851.92	-100.00 %	
Total 6630 Capital Outlay		851.92	-100.00 %	
Total ISLAND PARK	1,043.35	19,488.32	-94.65 %	0.51 %
MARINA				
6700 Personal Services				
6710 Maintenance Person		1,524.96	-100.00 %	
Total 6700 Personal Services		1,524.96	-100.00 %	
6720 Materials & Services	24.18	67.66	-64.26 %	0.01 %
6721 Marina Electricity	401.02	3,260.49	-87.70 %	0.20 %
6723 Insurance		1,973.83	-100.00 %	
6724 Marina Maint. & Supplies	148.60	6,107.03	-97.57 %	0.07 %
6726 Contractural Services		1,199.00	-100.00 %	
6727 Marina Fuel		856.00	-100.00 %	
6727-1 Marina Gas	3,846.50	16,595.79	-76.82 %	1.87 %
6727-2 Marina Diesel	3,047.50	3,593.25	-15.19 %	1.48 %
Total 6727 Marina Fuel	6,894.00	21,045.04	-67.24 %	3.35 %
Total 6720 Materials & Services	7,467.80	33,653.05	-77.81 %	3.63 %
6730 Captial Outlay				
6731 Marina Improvements	394.76	375.00	5.27 %	0.19 %
Total 6730 Captial Outlay	394.76	375.00	5.27 %	0.19 %
Total MARINA	7,862.56	35,553.01	-77.88 %	3.83 %

PORT OF ARLINGTON

Profit and Loss

July 2023 - June 2024

	TOTAL			
	JUL 2023 - JUN 2024	JUL 2022 - JUN 2023 (PY)	% CHANGE	% OF INCOME
RV PARK EXPENSES				
6300 Personal Services - RV		-105.00	100.00 %	
6310 Maintenance Person - RV		1,524.96	-100.00 %	
Total 6300 Personal Services - RV		1,524.96	-100.00 %	
6320 Materials & Services - RV				
6321 Water Fees - RV	1,153.87	4,021.79	-71.31 %	0.56 %
6322 Sanitation - RV	420.00	1,897.50	-77.87 %	0.20 %
6323 Electricity - RV Park	2,616.26	11,804.27	-77.84 %	1.27 %
6324 WIFI - RV	390.00	1,560.00	-75.00 %	0.19 %
6325 Advertising - RV		307.00	-100.00 %	
6326 Maintenance & Supplies - RV	153.26	598.51	-74.39 %	0.07 %
6327 Insurance - RV		1,957.00	-100.00 %	
6329 Sewer	1,349.97	4,829.90	-72.05 %	0.66 %
6330 Donations & Gifts Expense		-11.00	100.00 %	
Total 6320 Materials & Services - RV	6,083.36	26,964.97	-77.44 %	2.96 %
Total RV PARK EXPENSES	6,083.36	28,384.93	-78.57 %	2.96 %
WILLOW CREEK QUARRY	1,200.00			0.58 %
6520 Materials & Services - WQ				
6522 Legal Fees - WQ	147.00	189.00	-22.22 %	0.07 %
6525 Contractual Services		1,260.00	-100.00 %	
Total 6520 Materials & Services - WQ	147.00	1,449.00	-89.86 %	0.07 %
Total WILLOW CREEK QUARRY	1,347.00	1,449.00	-7.04 %	0.66 %
Total GENERAL FUND EXPENSES	53,259.14	260,904.52	-79.59 %	25.91 %
Reimbursements	2,010.56	500.00	302.11 %	0.98 %
Unapplied Cash Bill Payment Expense	-3,438.34	0.00		-1.67 %
Total Expenses	\$153,129.21	\$1,441,535.39	-89.38 %	74.50 %
NET OPERATING INCOME	\$52,409.74	\$-713,066.23	107.35 %	25.50 %
Other Expenses				
1003-1 LGIP-Misc.	0.05			0.00 %
8600 Environ. Sentry Corp. Projects	1,958.50	3,939.50	-50.29 %	0.95 %
Total Other Expenses	\$1,958.55	\$3,939.50	-50.28 %	0.95 %
NET OTHER INCOME	\$-1,958.55	\$-3,939.50	-50.28 %	-0.95 %
NET INCOME	\$50,451.19	\$-717,005.73	107.04 %	24.55 %

PORT OF ARLINGTON

Bills and Applied Payments

September 2023

DATE	TRANSACTION TYPE	MEMO/DESCRIPTION	NUM	AMOUNT
Arlington Hardware				
09/18/2023	Bill Payment (Check)		10222	-286.73
09/14/2023	Bill			286.73
Arlington T.V. Coop				
09/25/2023	Bill Payment (Check)		10224	-306.50
09/14/2023	Bill			306.50
Bank of Eastern Oregon-Visa				
09/18/2023	Bill Payment (Check)		10233	-3,581.26
09/16/2023	Bill			3,581.26
Blue Mountain Networks				
09/25/2023	Bill Payment (Check)		10228	-1.82
10/03/2023	Bill			1.82
City of Arlington-Utilities				
09/18/2023	Bill Payment (Check)		10225	-1,378.93
09/14/2023	Bill			1,378.93
H2Oregon				
09/12/2023	Bill Payment (Check)		10219	-23.95
09/12/2023	Bill	Water cooler/refills		23.95
Heartland Payment Systems				
09/01/2023	Bill Payment (Check)		EFT	-165.85
09/01/2023	Bill	Credit Card fees		165.85
Loop Net				
09/25/2023	Bill Payment (Check)		10231	-79.00
10/03/2023	Bill			79.00
Melanie's such & Such				
09/12/2023	Bill Payment (Check)		10220	-492.00
09/12/2023	Bill			492.00
Pacific Power				
09/21/2023	Bill Payment (Check)		EFT	-2,024.31
09/01/2023	Bill	RV Park & Admin/Island Park		2,024.31
SDIS				
09/25/2023	Bill Payment (Check)		10227	-10,859.98
09/14/2023	Bill	03-0016161		10,859.98

PORT OF ARLINGTON

Bills and Applied Payments

September 2023

DATE	TRANSACTION TYPE	MEMO/DESCRIPTION	NUM	AMOUNT
VanKoten & Cleaveland LLC				
09/12/2023	Bill Payment (Check)		10221	-273.00
09/12/2023	Bill			273.00



DIRECTOR REPORT

October 5, 2023

A. Proctor Parcel

1. Pre-Application of Alkali Ridge Tentative Plan submitted to City of Arlington Sept 27. Response received Oct 5.
2. By board input, added another Appraisal task on Oct 3 for the entry right-of-way area.
Motion: Ratify land appraisal by Colliers for 1490 Main Street in an amount of \$1,600.

- ## B. Marina Walkway Paving
- Charlie Burdick and Dan Evans with China Creek Construction measured prep work and connected with potential bidders for work to be performed ASAP. China Creek would likely perform asphalt removal and gravel prep, to be followed with paving by an asphalt firm.
Motions upon receiving acceptable bids.

- ## C. Willow Creek Planning
- An RFP will be developed, consistent with the grant award.
Motion: Authorize issuance of RFP for Willow Creek Planning, in accordance with the Business Oregon Grant, to request response from qualified firms.

D. Leases

1. Alpine – Annual contract renewal pending.
Motion: Approve lease extension with Alpine upon mutual acceptance.
2. Rivers Edge – Follow-up letter attached.

E. Upcoming Meetings

1. **Port Meeting – Thurs, Oct 12 at 5 pm at Port of Arlington Office, 100 Port Island.**
2. **Joint Work Session with Gilliam County – Wed, Oct 18 at 1 pm in the Lower Conference Room of the Gronquist Building (Agenda).**
3. **Sentry Corp Public Meeting, Upcoming Condon Grade School Grant Application, Thurs, Nov 2 at 5:30 pm in the Veterans Memorial Hall, Condon.**

SENTRY CORP

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

Productive discussions with Brownfield Program staff resulted in strategic grant application plans, and best informed the need for further professional environmental review to continue progress:

Action Items:

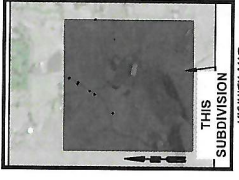
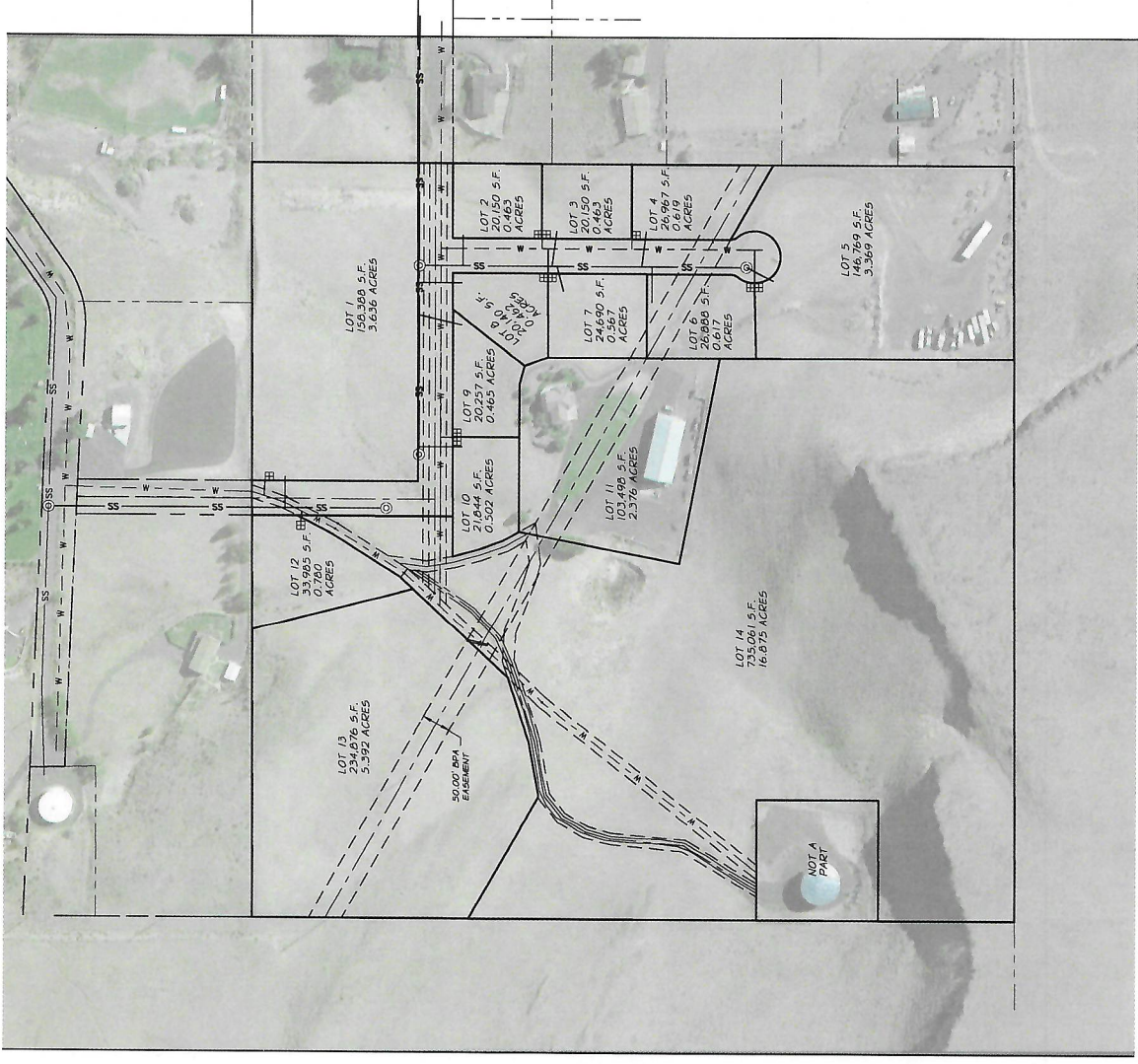
- Maul Foster and Alongi, Project M2602.01.002, Work Order 1 in the amount of \$60,000.***
Maul Foster and Alongi, Project M2602.01.003, Work Order 1 in the amount of \$25,000.

Note: Based on previous board input and the unified desire to seek grant funding for remediation, and while aware of key milestones and timelines of upcoming grant cycles, I authorized these work orders to proceed, with fair assurance that they will in turn be reimbursed fully by forthcoming grant awards from Business Oregon. Please ratify these work orders by motion.

#4A1

TENTATIVE PLAN OF ALKALI RIDGE SUBDIVISION

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



LEGEND

- ADJACENT PROPERTY LINE
- EXISTING PARCEL BOUNDARY LINE
- PROPOSED PARCEL BOUNDARY LINE
- SEPARABILITY LINE
- EXISTING EASEL LINE
- EXISTING WATER LINE
- NEW SEWER LINE
- NEW WATER LINE
- SEWER MANHOLE
- WATER METER

NOTES

1. THIS PROPERTY TO BE SUBDIVIDED CONSISTS OF ONE (1) TAX LOT AND IS LOCATED WITHIN THE CITY OF ARLINGTON, GILLIAM COUNTY, OREGON. IT CONTAINS APPROXIMATELY 33.85 ACRES.
2. THE PURPOSE OF THIS MAP IS TO SUBDIVIDE THE EXISTING PARCELS AS SHOWN.
3. THIS PROPERTY IS ZONED R1 WITHIN THE ARLINGTON CITY LIMITS.
4. PROTECTION SYSTEMS LOCATED WITHIN THE BOUNDARIES OF THE NORTH GILLIAM FIRE DISTRICT 3.
5. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE ARLINGTON SCHOOL DISTRICT 3.
6. THIS SITE EXISTS IN FLOOD HAZARD ZONE C - AREAS OF MINIMAL FLOODING. REFER TO FLOOD INSURANCE RATE MAPS, FIRM PANEL NUMBER 410071 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410070 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410069 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410068 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410067 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410066 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410065 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410064 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410063 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410062 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410061 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410060 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410059 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410058 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410057 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410056 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410055 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410054 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410053 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410052 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410051 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410050 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410049 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410048 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410047 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410046 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410045 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410044 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410043 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410042 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410041 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410040 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410039 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410038 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410037 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410036 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410035 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410034 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410033 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410032 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410031 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410030 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410029 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410028 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410027 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410026 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410025 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410024 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410023 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410022 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410021 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410020 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410019 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410018 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410017 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410016 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410015 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410014 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410013 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410012 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410011 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410010 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410009 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410008 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410007 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410006 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410005 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410004 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410003 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410002 (OCSA, REVISED SEPTEMBER 2014), FIRM PANEL NUMBER 410001 (OCSA, REVISED SEPTEMBER 2014).
7. DOMESTIC WATER SUPPLY IS PROVIDED BY CONNECTION TO THE EXISTING CITY OF ARLINGTON WATER SYSTEM.
8. SANITARY SEWAGE DISPOSAL IS PROVIDED BY CONNECTION TO THE EXISTING CITY OF ARLINGTON COMMUNITY SEWER SYSTEM.
9. ALL NEW RIGHT-OF-WAY WIDTHS TO BE 60 FEET.

AND



ALKALI RIDGE SUBDIVISION

SCALE AS SHOWN
DATE: SEPT. 21, 2023
SHEET NO. 41-13
SHEET 1/1

1001 N. 19th STREET, P.O. BOX 1107 - 1A, GRANDE, OR 97130 - (503) 863-3302



#4 A 1 a

October 5, 2023

Jed Crowther
Port of Arlington
PO Box 279
Arlington, OR 97812

RE: Alkali Ridge Subdivision

Dear Jed:

Thank you for your pre-application submittal regarding the Alkali Ridge Subdivision. After reviewing the materials provided, I have compiled a list of questions and comments below. When relevant, I've provided references to the specific Subdivision Ordinance criterion.

1. Will the existing gravel access road be dedicated as public right-of-way? Is there an agreement in place with the current owner of tax lot 2200 (map 03N-21E-28CD)? The map indicates the existing road will be widened.
2. Please indicate how streets in the subdivision could provide for the continuation of future streets to adjacent undeveloped properties (10-2-3.)
3. Indicate compliance with Section 10-2-7 which states that subdivisions with an average lot size under one acre shall not have a cul-de-sac or dead-end street exceeding 200 feet.
4. Provide typical sections of all proposed streets (10-3-3 L.)
5. Provide proposed deed restrictions, if any (10-3-3 U.)
6. Provide proposed street names (10-2-13.)
7. Provide an overall masterplan indicating phases (if applicable) and future street locations.

Thank you for the additional information. I understand the primary purpose of this proposal is to isolate the existing home to be sold. A masterplan for the entire property will allow the City to verify that future land divisions and development will comply with the relevant standards as well. Please let me know if you have any questions or if you would like to discuss this project on the phone or in person.

Sincerely,

AKS ENGINEERING & FORESTRY, LLC

Kirk T. Fatland

Kirk Fatland

October 9, 2023

#4A1b

Kirk Fatland
Tenneson Engineering
AKS Engineering & Forestry, LLC
www.aks-eng.com

By email to: fatlandk@aks-eng.com

Dear Kirk:

Thank you for providing review of our pre-application submittal for the Alkali Ridge Subdivision. Please review the following answers to your questions:

1. Will the existing gravel access road be dedicated as public right-of-way? Is there an agreement in place with the current owner of tax lot 2200 (map 03N-21E-28CD)? The map indicates the existing road will be widened.

First, the existing north entryway (located on the Sallee parcel) proceeding to the Proctor home was legally established by virtue of recorded Land Partition Plat No. 2003-01 (*copy attached*) and designated "30' CITY OF ARLINGTON PRIVATE ACCESS AND UTILITY EASEMENT, RECORDED AS GILLIAM COUNTY INSTRUMENT # M-73-88, ON 8-20-02."

In addition, the same document designated and established legal access (within the Proctor parent parcel) to the City's water tower; and including to the Proctor homesite and shop.

Therefore, proper legal access was established previously, which enabled construction of the Proctor home and shop, as well as continued access now by the Port, duly recorded on the Plat. Likewise, the access easement continues to provide legal access for the proposed Lots 11 & 12.

Roadways may be widened to enhance access, as further subdivision work eventually happens, but does not negate current access to the Proctor home and shop by Lot 11, as proposed.

Second, we did contact John and Mary Sallee, owners of Tax Lot 2200 (Map 03N-21E-28CB), for potential purchase of suitable width to provide 60' right-of-way for city utilities and roadway, that would eventually be dedicated to the city as part of phased completion of the subdivision.

2. Please indicate how streets in the subdivision could provide for the continuation of future streets to adjacent undeveloped properties (10-2-3.)

The proposed plan is designed to provide suitable access and continuation, all to city standards, and the layout is in sync with city engineering water/sewer locations for logical street placement.

The proposed street layout will improve connectivity and traffic flow for adjoining neighborhoods; better emergency response by creating a secondary entry/exit option for Columbia View Estates.

The street layout design within Alkali Ridge Tentative Plan shows basic legal access to all lots. Since the 38.65-acre parcel is largely undeveloped, development will occur gradually, by phases. We acknowledge and appreciate the value of a master plan, together with maintaining flexibility to develop portions systematically, and to assure cohesive and complementary use.

3. Indicate compliance with Section 10-2-7 which states that subdivisions with an average lot size under one acre shall not have a cul-de-sac or dead-end street exceeding 200 feet.

To my understanding, this length standard is primarily to provide suitable emergency access, i.e., to confirm sufficient turn-around area for fire trucks. Because of the existing steep hill slope on W. 2nd Street and by only three half-acre lots on each side of the street (Lots 2, 3, 4, 6, 7, 8); it is prudent to continue the street further south, by moving up to a plateau, for better safety.

4. Provide typical sections of all proposed streets (10-3-3 L.)

The Port's contract engineer (Anderson-Perry) will prepare typical street sections, consistent with city travel lane and parking width standards and asphalt depth and installation details.

5. Provide proposed deed restrictions, if any (10-3-3 U.)

It may be advisable to include deed condition: Upon completion, dedication, and final acceptance of W. 3rd Street and the westerly extension of Columbia View Drive, by the City of Arlington, the existing easement segment within Lot 12 will simultaneously be vacated.

6. Provide proposed street names (10-2-13.)

Street names match the pattern already established within the City of Arlington, as highlighted.

7. Provide an overall masterplan indicating phases (if applicable) and future street locations.

Key Steps & Criteria:

1. Partition Plat – To legally establish Lots as proposed.
The approval criteria would involve zoning, minimum lot size, and street access and flow.
2. Subdivision Submittal – To approve infrastructure design and development as proposed, to city standards, by compliance with City engineering.

<u>Phase</u>	<u>Lots</u>	<u>Action/Access</u>
1	11, 12, 1	Existing Recorded Easement for one single-family house/garage.
2A	1	Submit as Planned Unit Development for Workforce Housing, Extend W. 3rd Street and Columbia View Drive for street access.
2B	2, 8, 9, 10	Install Columbia View Drive to provide street frontage.
3A	3, 4, 5, 6, 7	Install W. 2nd Street to provide street frontage.
3B	5	Submit as Planned Unit Development for Workforce Housing.
4	13, 14	Future development as R-1 or potential re-zone request to R-2.

We value and appreciate your review to develop a complete application and to schedule hearings. If you have any further questions or concerns, please let us know.

Thank you,

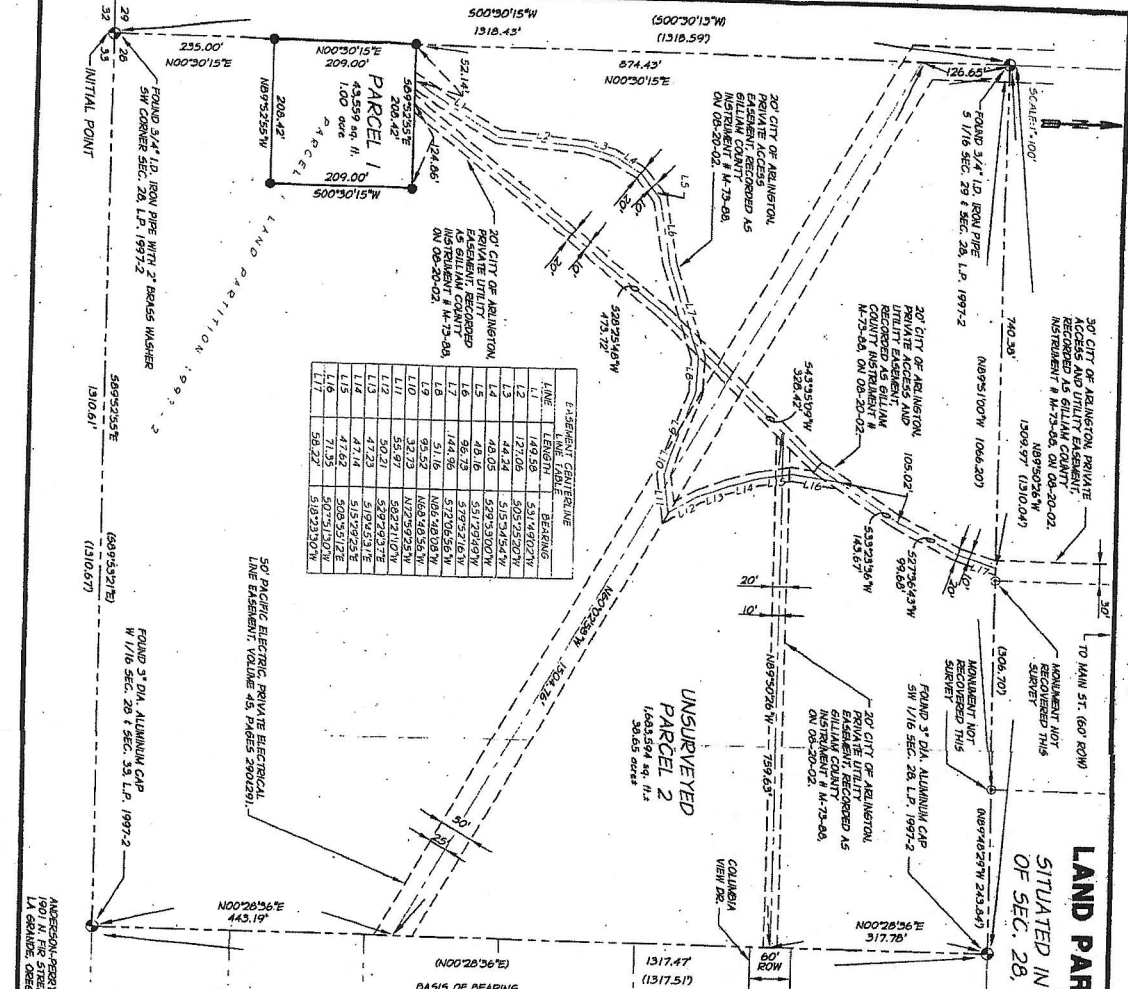


JED CROWTHER
Executive Director



100 Port Island Road
Arlington, OR 97812
(541) 705-2004

CC: Port Board, Brad Baird, Ruben Cleaveland, Kari Hayter



LAND PARTITION PLAT NO. 2003-01

SITUATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SEC. 28, T.3N., R.21E., W.M., GILLIAM COUNTY, OREGON

SURVEYOR'S NARRATIVE

THIS SURVEY WAS PERFORMED AT THE REQUEST OF THE CITY OF ARLINGTON FOR THE PURPOSE OF PARTITIONING THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, T.3N., R.21E., W.M., GILLIAM COUNTY, OREGON. THE LOCATION AND SIZE OF PARCEL 1 WAS DETERMINED BY RECONSTRUCTION HEREON. THE LOCATION AND SIZE OF PARCEL 2 WAS DETERMINED BY RECONSTRUCTION HEREON. THE CITY OF ARLINGTON, OREGON, HAS BEEN ADVISED BY THE SURVEYOR THAT THE LOCATION AND SIZE OF PARCEL 1, LAND PARTITION NO. 1997-2, HEREIN, IS NOT THE SAME AS THE LOCATION AND SIZE OF PARCEL 1, LAND PARTITION NO. 1997-2, HEREIN, AS SHOWN ON THE MONUMENT. HOWEVER, PARCEL 2 IS AN UNSURVEYED REMAINDER AS NOT ALL CORNERS OF PARCEL 2 ARE IDENTIFIED BY MONUMENTS. THE SURVEYOR HAS DETERMINED THE MONUMENT RECORD INFORMATION AND HAS RECORDED THE MONUMENT RECORDS. THE MONUMENT RECORDS ARE BEING RECORDED AS SEPARATE INSTRUMENTS AND WILL BE RECORDED BY THE CITY OF ARLINGTON, OREGON, AT A LATER DATE. THE CITY OF ARLINGTON, OREGON, HAS BEEN ADVISED BY THE SURVEYOR THAT THE MONUMENT RECORDS HAVE BEEN RECORDED AND RECORDED BY SEPARATE INSTRUMENTS AS NOTED.

THE BASIS OF BEARING OF THIS PLAT IS DERIVED FROM SAID LAND PARTITION NO. 1997-2 AS SHOWN HEREON.

LEGEND

- SET 5/8" X 3/4" INCH IRON ROD WITH 1/4" INCH YELLOW PLASTIC CAP MARKED "1691"
- FOUND MONUMENT FROM L.P. 1997-2, DESCRIBED HEREON
- RECORDED DATA FROM LAND PARTITION NO. 1997-2
- SECTION AND ONE-SIXTEEN SECTION LINE
- ADJACENT PROPERTY LINE
- EXISTING LOCATED AND DULITY EASEMENTS
- PARCEL 1 PROSPECT LINE
- EXISTING EASEMENT CENTERLINES

REFERENCES

- GILLIAM COUNTY LAND PARTITION PLAT NO. 1997-2
- PLAT OF THE TOWN OF ARLINGTON, GILLIAM CO., SEPT. 1924
- FILED JAN. 16, 2003, AS GILLIAM CO. SURVEY NO. 253
- GILLIAM COUNTY DEED, RECORDED JUNE 28, 1991 AS GILLIAM COUNTY DOCUMENT NO. M-87-407.
- PRELIMINARY TITLE REPORT FROM GILLIAM COUNTY TITLE CO. 09-4098 DATED SEPT. 17, 2001.

EXACT COPY STATEMENT

I, MICHAEL B. BOZDAN, SURVEYOR REGISTERED 1 AND APPROVED BY THE BOARD OF SURVEYORS OF THE STATE OF OREGON, DO HEREBY CERTIFY THAT THIS DRAWING IS AN EXACT COPY OF THE ORIGINAL SURVEY AND ORIGINAL WAS PREPARED AND SIGNED BY ME ON THE 16TH DAY OF DECEMBER 2002.

Michael B. Bozdan
 SURVEYOR
 OREGON
 MICHAEL B. BOZDAN, P.S. 28419
 DATE 012-16-02

A PARTITION OF PARCEL 1 OF LAND PARTITION 1997-2

PARTITION PLAT
 SW 1/4 SEC. 28, T.3 N., R.21 E., W.M.
 CITY OF ARLINGTON, GILLIAM CO., OR.

Anderson & Associates, Inc.
 1000 N. W. 2nd St., Suite 200
 Astoria, Oregon 97103
 PHONE: 325-3333
 FAX: 325-3333
 DATE: DEC 16, 2002
 SHEET: 1/2

LAND PARTITION PLAT NO. 2003-01
 SITUATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4
 OF SEC. 28, T.3N., R.21E., W.M., GILLIAM COUNTY, OREGON

SURVEYOR'S CERTIFICATE

I, MICHAEL B. POSADA, DO HEREBY CERTIFY AND SAY THAT I HAVE CORRECTLY SHOWN PARCELS AND INTERESTS IN THE ATTACHED PARTITION PLAT IN ACCORDANCE WITH THE PROVISIONS OF O.R.S., CHAPTER 92, SAID LAND BEING DESCRIBED AS PARCEL 1 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 28, T.3N., R.21E., W.M., MARKED MONUMENT I BEING THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 28, 130.61 FEET TO A 3" DIAMETER ALUMINUM CAP; THENCE 100°29'35"E. ALONG THE EAST LINE OF SAID PARCEL 1, 1317.47 FEET TO A 3" DIAMETER ALUMINUM CAP; THENCE N89°50'25"W, 1317.47 FEET TO A 3" DIAMETER ALUMINUM CAP; THENCE S89°50'25"W, 1317.47 FEET TO A 3" DIAMETER ALUMINUM CAP; THENCE S89°50'25"W, 1317.47 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 39.65 ACRES ±

REGISTERED PROFESSIONAL LAND SURVEYOR
 MICHAEL B. POSADA
 JAN. 20, 1988
 LICENSE NO. 12345
 DATED 12-16-02

EXACT COPY STATEMENT

I, MICHAEL B. POSADA, OREGON REGISTERED LAND SURVEYOR NO. 2049, DO HEREBY STATE THAT THIS DRAWING IS AN EXACT COPY OF THE ORIGINAL HERETOFORE FILED WITH ME AND I HAVE NOT MADE ANY CHANGES TO THE ORIGINAL SINCE IT WAS RECORDED IN THE PUBLIC RECORDS ON 12-16-02.

Michael B. Posada
 MICHAEL B. POSADA, PLS 2049

REQUIRED AND FILED
 FEB 5, 2003
 GILLIAM COUNTY CLERK

ANDERSON-PERRY & ASSOC.
 1901 N. FIR STREET
 LA GRANDE, OREGON 97850

A PARTITION OF PARCEL 1 OF LAND PARTITION 1997-2	
PARTITION PLAT SW 1/4 SEC. 28, T.3 N., R.21 E., W.M., CITY OF ARLINGTON, GILLIAM CO., OR.	
CITY OF ARLINGTON, OR.	PLAT NO. 2003-01
SCALE: N/A	SHEET: 2/2
DATE: DEC 16, 2002	
JOB NO.: 42-10-211	
14 BRADLEY DR., SUITE 100, LA GRANDE, OR 97850	

DECLARATION

I, MICHAEL B. POSADA, DO HEREBY CERTIFY AND SAY THAT I HAVE CORRECTLY SHOWN PARCELS AND INTERESTS IN THE ATTACHED PARTITION PLAT IN ACCORDANCE WITH THE PROVISIONS OF O.R.S., CHAPTER 92, SAID LAND BEING DESCRIBED AS PARCEL 1 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ACKNOWLEDGMENTS

STATE OF OREGON 55

KNOW ALL PEOPLE BY THESE PRESENTS, ON THIS 12th DAY OF JANUARY, 2003, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE COUNTY OF GILLIAM, MISSY A. HARRISON, COUNTY CLERK, HAS PERSONALLY APPEARED MICHAEL B. POSADA, SURVEYOR, WHO HAS ACKNOWLEDGED THE FOREGOING TO BE THEIR VOLUNTARY ACT AND DEED.

APPROVALS

APPROVED THIS 12th DAY OF JANUARY, 2003

Robert D. Bissett
 ROBERT D. BISSETT
 GILLIAM COUNTY SURVEYOR

APPROVED THIS 31st DAY OF JANUARY, 2003
John S. White
 GILLIAM COUNTY PLANNING DEPARTMENT

I HEREBY CERTIFY THAT PURSUANT TO O.R.S. 92.095, ALL AD VALOREM TAXES AND ALL SPECIAL ASSESSMENTS FEES AND OTHER CHARGES REQUIRED BY LAW TO BE PAID UPON THE 2002-2003 TAX ROLL, WHICH BECAME A LIEN ON THE LAND WITHIN THIS PARTITION, OR WILL BECOME A LIEN DURING THE TAX YEAR BUT NOT CERTIFIED TO THE TAX COLLECTOR FOR COLLECTION HAVE BEEN PAID.

APPROVED THIS 31st DAY OF JANUARY, 2003

Christina J. Shaver
 CHRISTINA J. SHAVER
 GILLIAM COUNTY ASSESSOR

APPROVED THIS 31st DAY OF JANUARY, 2003
Deborah A. Ryan
 GILLIAM COUNTY TAX COLLECTOR

FILING STATEMENT

STATE OF OREGON (59)
 COUNTY OF GILLIAM

I DO HEREBY CERTIFY THAT THE ATTACHED PARTITION PLAT WAS PRESENTED FOR RECORDING ON THE 31st DAY OF JANUARY, 2003, AT 9:00 O'CLOCK A.M., AND RECORDED AS PARTITION PLAT NO. 2003-01, GILLIAM COUNTY RECORDS.

RENEE KENNEDY
 GILLIAM COUNTY CLERK

Renee Kennedy
 DEPUTY CLERK

TENTATIVE PLAN OF ALKALI RIDGE SUBDIVISION

LOCATED IN THE NW1/4 OF THE SW1/4 OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 21 EAST, MULTNOMAH COUNTY, OREGON.
CITY OF ASTORIA, OREGON.



LEGEND

---	ADJACENT PROPERTY LINE
---	POSTING MARKER PERMANENT LINE
---	ADJACENT PLOT, ADJACENT LOT
---	SECTION CORNER
---	ADJACENT PLOT
---	ADJACENT PLOT LINE
---	ADJACENT PLOT LINE
---	ADJACENT PLOT LINE
---	ADJACENT PLOT LINE
---	ADJACENT PLOT LINE
---	ADJACENT PLOT LINE
---	ADJACENT PLOT LINE

NOTES

1. PROPERTY TO BE SUBDIVIDED CONSISTS OF ONE (1) LOT AND IS LOCATED WITHIN MULTNOMAH COUNTY, OREGON. IT BOUNDS APPROXIMATELY AS SHOWN.
2. THE PURPOSE OF THIS MAP IS TO SUBDIVIDE THE EXISTING PARCELS AS SHOWN.
3. THIS PROPERTY IS ZONED BY THE CITY OF ASTORIA, OREGON.
4. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE NORTH ASTORIA SCHOOL DISTRICT.
5. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE NORTH ASTORIA SCHOOL DISTRICT.
6. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE NORTH ASTORIA SCHOOL DISTRICT.
7. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE NORTH ASTORIA SCHOOL DISTRICT.
8. ANY NECESSARY PERMITS PROVIDED BY CONNECTION TO THE EXISTING CITY OF ASTORIA, OREGON, SHALL BE OBTAINED BY THE APPLICANT.
9. ALL NEW RIGHT-OF-WAY WIDTHS TO BE 40 FEET.



ALKALI RIDGE SUBDIVISION

DATE: 08/11/2023

BY: J. PERRY

SCALE: AS SHOWN

PROJECT: 21-2023-001

SHEET: 1/1

Spanderson perry

1111 W. 14TH STREET, SUITE 100, ASTORIA, OREGON 97103

Professional Service Agreement

Colliers

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

October 3, 2023

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

#4 A 2

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

RE: Appraisal of 1490 Main Street

Dear Mr. Crowther:

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

PROFESSIONAL SERVICE AGREEMENT
("Agreement")

Project	Residence ("Property")
Location	1490 Main Street, Arlington, OR 97812
Project Description	Parcel 03N21E28CB 02200 containing a 4-BD/3-BA residence of 3,000 SF on a 5.22-acre residential lot
Parties	Colliers International Valuation & Advisory Services, LLC ("CIVAS") and Port of Arlington (herein at times referred to as "Client")
Intended User	The appraisal will be prepared for Port of Arlington. Intended users include the Client. No other users are intended.
	It should be noted that if this engagement is directly with the owner of the Property, the Appraisal will not be accepted by federally insured lenders due to FIRREA Compliance, limiting the use of this report. Should this potentially impact your source of lenders, we recommend engagement be directed by a Federally Insured Lender.
Intended Use	The report to be performed under this Agreement ("Appraisal") is intended only for use in Internal Decision Making. The report is not intended for any other use.
Purpose	Market Value
Type of Appraisal	CIVAS will produce a Restricted Report in which the appraiser's analysis and conclusions will be stated within this document.
Rights Appraised	Fee Simple
Date of Value	Date of Engagement

Accelerating success.

Scope of Work	<p>CIVAS and/or its designated affiliate will provide the Appraisal in accordance with USPAP, and the Code of Ethics and Certifications Standards of the Appraisal Institute and State Licensing Laws. CIVAS will research relevant market data and perform analysis to the extent necessary to produce credible appraisal results.</p> <p>Based on our discussions with the Client, the Client has requested the following valuation scenarios:</p> <ul style="list-style-type: none"> › As Is <p>CIVAS anticipates developing the following valuation approaches:</p> <ul style="list-style-type: none"> › Sales Comparison Approach <p>No observation of the subject property will be performed.</p> <p>Please note if it's a requirement per the client's underwriting guidelines to analyze and report all approaches to value, this will be performed although some approaches may be limited in application.</p> <p>The scope of work will be included in the Appraisal. A copy of the Assumptions and Limiting Conditions, which appear in the Appraisal, is available upon request.</p>
Delivery	Delivered ten (10) business days from the date of authorization and receipt of property specific information.
Professional Fee	\$1,600
Expenses	Fees include all associated expenses
No. of Reports	One (1) Electronic Appraisal.
	No printed copies will be delivered to the client.
Retainer	No retainer is required.
Payment Terms	<p>CIVAS will invoice Client for the Appraisal in its entirety at the delivery of the draft report. When a full retainer has been paid, invoice and amount due are \$0.</p> <p>Final payment is due and payable within five (5) business days upon delivery of the electronic copy of the final report or within thirty (30) days of your receipt of the draft report, whichever is sooner. If a draft report is requested, the fee is considered earned upon delivery of the draft report. If for any reason the client cancels the work before work was completed or for reasons beyond Colliers' control, then the client would pay for an agreed amount for work completed.</p>
Acceptance Date	These specifications are subject to modification if this Agreement is not accepted within three (3) business days from the date of this letter.

Terms and Conditions

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

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

Reliance Language – Non-Lender Client

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

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

I, **Jed Crowther**, agree to the above stated terms and authorize Colliers International Valuation & Advisory Services, LLC to prepare the above referenced appraisal.



Date: 10-3-2023

Jed Crowther
Executive Director
Port of Arlington

Respectfully,

Colliers International Valuation & Advisory Services, LLC



Lisa Powell
Valuation Specialist
Direct +1 503.542.5415
Lisa.powell@colliers.com

Terms and Conditions**"T&C"**

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

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

#401

**EXTENSION OF
COMMERCIAL BUILDING LEASE**

PARTIES: **Port of Arlington** ("Landlord")
100 Arlington Port Rd.
Arlington, Oregon 97812

and

Alpine Power Systems, Inc. ("Tenant")
24355 Capitol Avenue
Redford, MI 48239

RECITALS

- A. The Parties entered into a Commercial Building Lease agreement dated December 9, 2020 (the "Lease").
- B. The initial term of the Lease was for one year, commencing on January 1, 2021, and with an expiration date of December 31, 2022.
- C. The Lease was extended for an additional year until December 31, 2023.
- D. The parties desire to further extend the lease for an additional one-year term beginning January 1, 2024.


NOW, THEREFORE, BASED ON THE MUTUAL PROMISES OF THE PARTIES, THE PARTIES AGREE AS FOLLOWS:

- 1. The Lease is extended for an additional one-year term commencing on January 1, 2024, and continuing until December 31, 2024.
- 2. Except as set forth by this Extension, all terms and conditions of the Lease remain in full force and effect.

PORT OF ARLINGTON:

By: _____
Leah Shannon, President (Date)
Board of Commissioners

ALPINE POWER SYSTEMS, INC:

By:  _____ 10/9/2023
Eric Light (Date)
CFO

September 25, 2023

#4 D Z

David Richter
River's Edge BBQ & Grill LLC
P.O. Box 505
Arlington, OR 97812

RE: Lease Status Update

David:

Thank you for discussing the lease with me on September 13, 2023 prior to Port Board meeting. To inform clearly, the Port Board gave strong input and serious concerns for sustained viability. The current total amount owing is \$5,250 (despite the prior temporary lease payment reduction).

Even though you are behind in lease payments, the Board reduced upcoming total lease payment amount (including taxes and utilities) for October, November, and December to \$1000 per month. This added support is a generous reduction. Note that it is intended to help you become current, and it correlates with what you have been able to pay recently.

This reduction will be accepted as a partial payment for rent, but it does not relieve you of actual amounts due pursuant to the Lease, nor is it a waiver of any terms of the Lease in the future. Please understand the added time and reduced rate is temporary and will not continue indefinitely. The strict expectation is for you to become current and catch up on all late payments by year end. Therefore, if payments are not fully resolved by December 31, 2023, the contract may then move toward default for non-payment and eventual termination.

We invite your careful attention to these matters. If you have any questions, please let us know.

Thank you,



JED CROWTHER
Executive Director



100 Port Island Road
Arlington, OR 97812
(541) 705-2004

CC: Kayla Rayburn
Port Board

County Court

221 S. Oregon St. PO Box 427 Condon, OR 97823
Admin: 541.351.9499 or 800.568.4558 Fax: 541.351.9561



Joint Work Session Notice and Agenda

Between Gilliam County Court and Port of Arlington Board of Commissioners
1:00 p.m., Wednesday, October 18, 2023
Gronquist Building, Downstairs Conference Room, 1650 Railroad Ave, Arlington, OR 97812

The Gilliam County Court and Port of Arlington Board of Commissioners will be holding a joint work session, with representatives from other public and community partners, to discuss economic development projects and priorities.

For your convenience, the meeting will also be conducted via videoconference. Members of the public may listen in and offer comment through their computers or over the phone.

To join computer: <https://us02web.zoom.us/j/83994454716?pwd=VjZMM0NoeTN0aDVKMjJkcSsyUHpEZz09>

To join via phone: (253) 205-0468
Meeting ID: 839 9445 4716
Passcode: 97823

WORK SESSION AGENDA:

1.0 Call to Order/Introductions

2.0 Public Comment: *Individuals wishing to address the governing bodies may do so at this time and at other times throughout the meeting. Speakers are asked to raise your hand to be recognized by the Chair, give name and address, and limit comments to three minutes.*

3.0 Housing Projects Update

- 3.1 Land Trust Discussion
- 3.2 Former Condon Grade School Project
- 3.3 Alkali Ridge Project
- 3.4 Other Current or Potential Development Projects

4.0 Capital Projects Update

- 4.1 Arlington Sheriff Office Building
- 4.2 Marina Walkway Project

5.0 Other Partner Project/Priorities Roundtable Discussion

6.0 Adjournment

Judge Elizabeth Farrar Campbell
elizabeth.farrar@co.gilliam.or.us

Commissioner Leah Watkins
leah.watkins@co.gilliam.or.us

Commissioner Pat Shannon
pat.shannon@co.gilliam.or.us

MFA WORK ORDER AUTHORIZATION

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

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

MFA project number: M2602.01.002

Work order number: 01

Project name: Condon Grade School Technical Assistance Grant

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

Scope of work: MFA will perform the Work indicated below.

MFA will support the Client's interest in determining if the former Condon Grade school can be used for the creation of housing through renovation or through demolition and construction of a new building. The goals of this project are to investigate data gaps remaining from prior assessment work, provide updated abatement and demolition cost estimates, provide cost estimates for the decommissioning and removal of the underground heating oil tanks, and prepare an Analysis of Brownfield Cleanup Alternatives (ABCA)/feasibility study to evaluate costs associated with the remediation alternatives. MFA will conduct the following tasks to achieve these goals:

Task 1 – Project Management, Coordination, and Planning: \$5,000

This task will consist of general project management duties to include budget tracking, Client communications, attending meetings with the Client and Business Oregon, and coordinating and attending public hearings required for public review of the Analysis of Brownfield Cleanup Alternatives (ABCA).

Task 2 – Analysis of Brownfield Cleanup Alternatives: \$20,000

In conformance with the Oregon Department of Environmental Quality and U.S. Environmental Protection Agency (EPA) required protocols, MFA will prepare an ABCA that will include/address the following:

- Information about the property and contamination issues (e.g., exposure pathways, identification of contaminant sources, etc.), cleanup standards, applicable laws, alternatives considered, and the proposed cleanup.
- Effectiveness, the ability to implement, and the cost of the proposed cleanup.
- Resilience of the remedial options to address potential adverse impacts caused by increased frequency and intensity of extreme weather events, etc.
- Analysis of potential alternatives, including the alternative of taking no action (for use as a baseline comparison).
- Consideration of the degree to which the alternatives reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed (if any), reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable.

The ABCA will be initially prepared as a draft for review by the Client. Upon receipt of Client comments, the ABCA will be revised (if needed), and a final version shall be submitted to the Client and included with the EPA grant application (to be prepared under a separate, Integrated Planning Grant). A draft of the ABCA will be submitted to the Client no later than October 26, 2023, and the final ABCA will be submitted by November 30, 2023.

Task 3 – HBM Data Gaps Evaluation and Procure Remedial Cost Estimates: \$11,500

- Conduct site visit at the now vacant school building to sample suspected asbestos-containing materials and suspected mercury-containing flooring from areas that were not readily available or not safe to sample during the previous survey.
- Update the previous HBM Survey Report with the data gap findings.
- Procure updated and more detailed cost estimates for (1) HBM abatement for reuse scenario and (2) abatement and demolition scenario.
- Budget in this task will also be used to procure cost estimates for the decommissioning by removal of the two underground heating oil tanks, as well as estimates to remove and dispose of potential petroleum contaminated soil

The HBM survey will be completed prior to January 31, 2024, and the updated HBM Survey Report will be completed prior to March 31, 2024.

It should be noted that this HBM Data Gaps Survey does not include a full-scale lead-based paint inspection, as is required by Oregon Health Authority for any housing that was constructed prior to 1978 (identified as “target housing”) or may become a child-occupied facility, such as a school, daycare, or other facility that serve children regularly. Any lead-based paint assessment previously conducted at the school building was conducted by non-destructive sampling methods and was conducted solely for the purposes of evaluating the presence/absence of lead-based paint and for early-stage cost estimation and planning (i.e., to inform general cost estimation during property reuse evaluation discussions, such as worker safety and disposal considerations for an abatement and demolition scenario). If the Client decides to retain, abate, and renovate the school building for reuse as housing or as a child-occupied facility, a lead-based paint inspection must be conducted, following all U.S. Department of Housing and Urban Development rules and requirements. A cost estimate to complete this level of inspection will be included as part of the larger cost estimate prepared for the building reuse scenario, prepared under the Integrated Planning Grant project (i.e., M2602.01.003).

Task 4 – Structural Data Gaps Evaluation: \$23,500

- Conduct a site visit to assess areas that were not readily visible or not safe to view during the previous site visits. This will require that selective demolition is done by others to expose limited areas of the existing building structure, particularly in the Main Building.
- Perform preliminary structural calculations to determine levels of upgrades required.
- Conduct research on the best possible means to upgrade deficient areas of the building (such as unreinforced hollow clay tile units). Develop budgetary costs for these upgrade items.
- Develop a Master Structural Improvements Plan that indicates, by area of building, the improvements required to make the structure ready for renovation into apartments.

The structural data gaps evaluation will be conducted by Livermore Architecture & Engineering, Inc. The structural survey will be completed prior to January 31, 2024, and the updated structural survey reports and Master Structural Improvements Plan will be completed prior to March 31, 2024.

Schedule of work:

MFA will begin work immediately upon receiving authorization to proceed. This proposal is valid for 30 days.

Estimated cost of work:

The cost to complete the scope of work is \$60,000.

This cost estimate does not represent a lump sum. MFA bills on a time-and-materials basis. MFA may apply money from one task to another to complete the scope of work.

So agreed to this 3rd day of October.

By Maul Foster & Alongi, Inc.

By Port of Arlington Environmental Sentry Corp



Seth Otto (Oct 3, 2023 16:04 PDT)
Signature



JCrowther (Oct 3, 2023 15:45 PDT)
Signature

Seth Otto
Printed Name

Jed Crowther
Printed Name

Principal Planner
Title

Executive Director
Title










Port of Arlington Env 002_Work Order 1

Final Audit Report

2023-10-03

Created:	2023-10-03
By:	Claire Hornacek (chornacek@maulfoster.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9K-fK9h6r-ZiXvoLVRLX-TGh60tixonm

"Port of Arlington Env 002_Work Order 1" History

-  Document created by Claire Hornacek (chornacek@maulfoster.com)
2023-10-03 - 5:27:49 PM GMT
-  Document emailed to jed.crowther@portofarlington.com for signature
2023-10-03 - 5:28:18 PM GMT
-  Email viewed by jed.crowther@portofarlington.com
2023-10-03 - 10:41:40 PM GMT
-  Signer jed.crowther@portofarlington.com entered name at signing as JCrowther
2023-10-03 - 10:45:12 PM GMT
-  Document e-signed by JCrowther (jed.crowther@portofarlington.com)
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MFA WORK ORDER AUTHORIZATION

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

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

MFA project number: M2602.01.003

Work order number: 01

Project name: Condon Grade School Integrated Planning Grant

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

Scope of work: MFA will perform the Work indicated below.

MFA will support the Client's interest in determining if the former Condon Grade school can be used for the creation of housing through renovation or through demolition and construction of new buildings. The goals of this project are to support the preparation of grant applications for state and/or federal funding sources that may finance the environmental remediation efforts needed before reuse can occur, develop a conceptual use evaluation of potential reuse scenarios of the school buildings, and prepare cost estimates for the associated abatement and structural repair efforts that will be required for the buildings to be safe and ready for renovation and reuse as apartments. MFA will conduct the following tasks to support these goals:

Task 1 – Project Management, Coordination, and Planning: \$1,220

This task will consist of general project management duties to include budget tracking, Client communications, and coordinating and attending meetings with the Client and Business Oregon.

Task 2 – State/Federal Grant Application Assistance: \$14,580

- Business Oregon, the State of Oregon's economic development agency, provides numerous grants to support redevelopment and environmental cleanup throughout Oregon. The grant application for this funding will be completed prior to March 31, 2024.
- The U.S. Environmental Protection Agency provides grants for brownfield remediation each fiscal year. In support of the Port's Environmental Sentry Corporation's efforts to apply for funding assistance through the upcoming grant award cycle, MFA will compile the required information and complete the grant application. The grant application requires a significant amount of information and attached materials. MFA will coordinate with the Port's Environmental Sentry Corporation to collect the necessary information. Once the application is completed, it will be submitted to the Port's Environmental Sentry Corporation for review and comment. A final version of the application will need to be submitted to EPA by the Port's Environmental Sentry Corporation for review by the grant application deadline (November 13, 2023). The grant application for this funding will be completed prior to November 13, 2023.

Task 3 – Conceptual Use Evaluation: \$9,200

- Develop a Concept Floor Plan showing how the structure could be best utilized for apartments given the structural and other code constraints of the building.
- Identify and develop a list of "big picture" items that will have an impact on the reuse of the of the building as apartments. These items will include structural as well as other code items that will affect cost and feasibility of upgrades.
- Develop an overall budget (magnitude of costs) to get the building structurally ready for renovation into apartments.

The conceptual use evaluation will be conducted by Livermore Architecture & Engineering, Inc. The conceptual use evaluation will be completed prior to March 31, 2024.

Schedule of work:

MFA will begin work immediately upon receiving authorization to proceed. This proposal is valid for 30 days. The HBM and structural surveys and associated reporting are expected to be complete by March 31, 2024. Updated cost estimates for abatement and demolition will be provided to the Client by March 31, 2024.

Estimated cost of work:

The cost to complete the scope of work is \$25,000.

This cost estimate does not represent a lump sum. MFA bills on a time-and-materials basis. MFA may apply money from one task to another to complete the scope of work.

So agreed to this 3rd day of October.

By Maul Foster & Alongi, Inc.

By Port of Arlington Environmental Sentry Corp



Seth Otto (Oct 3, 2023 16:04 PDT)

JCrowther (Oct 3, 2023 15:47 PDT)

Signature

Signature

Seth Otto

Jed Crowther

Printed Name

Printed Name

Principal Planner

Executive Director

Title

Title










Port of Arlington Env 003_Work Order 1

Final Audit Report

2023-10-03

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