



Meeting Notice

Thursday, February 15, 2024, at 4:00 pm
Location: Port of Arlington Office
100 Port Island Road, 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, January 11, 2024

- 1. Call Meeting to Order**
- 2. Public Comment on Non-Agenda Items**
- 3. Consent Agenda:**
 - A. Approve Regular Meeting Minutes for January 11, 2024
 - B. Approve January 2024 Accounts Payable and Financials
- 4. Director Report**
 - 1. Alkali Ridge**
 - 2. Legal Counsel Replacement / Transition Process**
 - 3. Correcting Resolution Number**
 - 4. Budget Process**
 - 5. Willow Creek Industrial Plan**
 - 6. Marina**
 - 7. Temporary Facility for Sheriff Office at Gronquist Building**
 - 8. Condon Airport Grant Application**
 - 9. Maintenance**
- 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. Adjourn Meeting**

Port of Arlington Environmental Sentry Corp Meeting

February 15, 2024 immediately following Port Meeting

Agenda:

- 1. Call Meeting to Order**
- 2. Public Comment**
- 3. State Brownfield Grant Award, \$25,000.**
- 4. Adjournment**

Regular Commission Meeting
January 11, 2024 MINUTES
5:00PM
Port Office, 100 Island Park Rd., Arlington, OR

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

Present

President Leah Shannon and Vice President Ron Wilson; Commissioners: Kathryn Greiner (via zoom), and Kip Krebs (via phone); Port Director, Jed Crowther.

Absent

Commissioner, Gibb Wilkins and Administrative Assistant, Kayla Rayburn.

Audience

Pat Shannon, Gilliam County Commissioner.

2. Public Comment

None

3. Consent Agenda

A. Approve Regular Meeting Minutes for December 14, 2023

B. Approve December 2023 Accounts Payable and Financials

C. Approve Resolution 2024-156 Amend Vacation Payout Maximum Carryover Hours

Motion: Greiner moved, and Wilson seconded to approve the Consent Agenda, Items 3 A, B, C.
Motion passed unanimously.

Greiner gave a reminder to bring the past executive session minutes for board review and approval. She said that these minutes may briefly outline topics yet preserve confidential executive discussion.

4. Directors Report

A. Alkali Ridge Partition

Crowther informed of the Partition application scheduled for Planning Commission on January 18. He said the three parcels are consistent with the approved subdivision tentative plan of 38.65-acres, and this Partition would advance being able to market the proposed 2.8-acre house/shop parcel. He gave appreciation for Gibb Wilkins creating the parcel layout that would fit city criteria and sync with the subdivision plan. Greiner asked about anticipated timing for approval. Crowther said higher scrutiny was already completed by the Subdivision process and Partition action should be simple.

County Commissioner Pat Shannon asked where the property was in regard to the County's priority on workforce housing, as it had begun nearly a year ago.

Crowther said that we need to create a separate parcel to focus on the workforce housing portion, and that is why we are first working through the city planning processes for the appropriate access. The specific area targeted for workforce housing is around 3.5-acres on the northeast corner.

Greiner said that planning and infrastructure would include buying some other property to go with the approved subdivision plan, and planning processes take time. She said the Port had recently received a quote for infrastructure and would be applying soon by a Capital Grant to the County.

B. Alkali Ridge Subdivision

Commissioners discussed extensive subdivision infrastructure requirements and zoning limitations, including "off-site" improvements for the north entryway, located on an adjoining property (Salee), with a required condition of approval by Planning Commission for a wider width 60' right-of-way.

Krebs suggested considering an alternate plan for reduced width or one-way street in this segment.

Greiner said the city may likely require dedicated street right-of-way, rather than only an easement.

Crowther explained that the city was reluctant to have conversations, to comply with their land use protocol for appearance of fairness, because City Council may eventually be a decision maker on Port land use proposals and applications.

Greiner suggested seeking alternate legal counsel to avoid potential conflict of interest concerns, and that this would open a better pathway, rather than dual legal representation for City and Port.

Consensus: Commissioners strongly agreed to seek alternate legal counsel, with land use expertise. Separate representation is needed for Port, County, and Cities issues, i.e., Condon Grade School and Arlington Mesa. Contacts were suggested at SDAO, MCEDD, planning and regional partners.

C. Grants

1. Willow Creek Industrial Site Feasibility Plan

Crowther shared the draft Request for Proposals and Scope of Work to invite consultant firms, which was sent to Business Oregon for preview, and would be published in newspapers soon. Specific firms will also be contacted to submit proposals and to ensure quality coordination.

Krebs emphasized that the site could become a valuable asset as a truck stop, with a lot of truck traffic at I-84, Exit 147 every day and night, with 8-14 trucks parked at on-and-off ramps.

2. Clean Marina Dock Repair

Crowther shared a Clean Marina Grant application for dock repairs submitted December 28. An immediate need and urgency is to replace a small dock with fire suppression apparatus. It would proceed in the Small Grants Program, rather than Maintenance Assistance Program.

Consensus: Commissioners ratified applying for grants and coordinating with Clean Marina.

3. Linus Pauling Field Airport

Crowther shared recent interaction for improvements at the State Aviation-owned airport, with the first priority to provide an aviation fuel station, and by cost estimates up to \$350,000. Connect Oregon, a State Transportation grant, had just opened and the Port could be a lead applicant in partnership with local support.

President Shannon said that the Port is the logical lead entity to pursue transportation funds to best mesh with Connect Oregon grants.

Greiner will help prepare the grant, research State Aviation items for location and operation, and continue building strong local cooperation, together with the Port.

Consensus: Port as lead applicant to Connect Oregon for Linus Pauling Field improvements.

Greiner asked to place adopting a Resolution on the next agenda to apply for the grant.

D. Bid for Locking Shower Door

A bid was received by Knerr for locking shower door mechanism in the amount of \$880 installed.
Motion: Wilson moved to award bid to Knerr for locking shower door mechanism in the amount of \$880 installed. Greiner seconded. Motion passed unanimously.

Shower Use Fee

An equitable shower use fee was discussed, and by comparison to \$12 fee at Flying J truck stop. Users would purchase tokens during regular Port office hours, or possibly at the Chamber office.
Motion: Wilson moved to adopt a shower use fee of \$5 per person per time. Krebs seconded. Motion passed unanimously.

E. Budget Calendar

Crowther presented the draft Budget Calendar for review, in compliance with previous patterns. He outlined two budget committee vacancies, properly published when their terms had expired, and he invited Commissioners to contact potential willing replacements for budget committee.

Greiner stated a goal to appoint budget committee members at the next meeting February 15. She suggested edits as follows: To adopt budget calendar on January 11, 2024 and to adjust the date of the first notice to March 28, 2024.

Motion: Greiner moved to adopt the 2024-2025 Budget Calendar with the changes as described. Wilson seconded. Motion passed unanimously.

5. President Report

Shannon stated that she will attend the SDAO Conference at Seaside with Kayla on February 9-11. She gave an overview of a Gilliam County Planning Department Notice for a Waste Management Renewable Energy application of a renewable natural gas (RNG) plant with exciting technology. Building construction would begin in March, plus it involves a 19-mile pipeline to be installed that connects with an RNG line in Morrow County.

6. Commissioner Reports

Wilson – None.
Greiner – Invited to City of Condon Council Retreat Friday, January 19 at 1 pm, with lunch at 12:30. Working together on the airport grant.
Krebs – Encouraged performing a preview of wastewater pump replacement, to assess availability, options, and costs, in order to prepare before a crisis. Invited the commission to plan ahead for Port participation in upcoming parades, i.e., May Day and 4th of July.

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

No Executive Session needed.

8. Upcoming Meetings

Commission Meeting

Thursday, February 15, 2024 at 5pm Port of Arlington.

9. Adjourn Meeting

President Shannon adjourned The Regular Commission meeting at 5:54pm.

President Leah Shannon

Vice President Ron Wilson

PORT OF ARLINGTON

Balance Sheet

As of January 31, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 Beginning Cash Drawer Funds	100.00
1001 Bank of E/O - Checking	140,054.52
1003 LGIP Investment A/C	750,281.49
1004 Reserve Fund	82,198.85
1005 Municipal Money Market Account	94,890.10
Port of Arlington (9413) - 1	749,274.94
Total Bank Accounts	\$1,816,799.90
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	\$1,657,653.00
Other Assets	
1006 Cash With County	721.40
Total Other Assets	\$721.40
TOTAL ASSETS	\$1,658,374.40
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 January 31, 2024

	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	15,166.08
Dental Insurance	3,216.08
Federal Taxes (941/943/944)	4,134.73
Health Insurance	50,613.44
OR Employment Taxes	-344.60
OR Income Tax	1,085.24
OR Paid Family and Medical Leave	-5.94
OR Statewide Transit Taxes	-13.96
Total 2100 Payroll Liabilities	152,860.66
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	\$139,084.40
Total Current Liabilities	\$142,553.16
Long-Term Liabilities	
2200 OEDD - Marina	0.00
2300 OEDD - RV Park	0.00
Total Long-Term Liabilities	\$0.00
Total Liabilities	\$142,553.16
Equity	
3000 Opening Bal Equity	749,274.94
3110 Retained Earnings	908,722.24
Net Income	-142,175.94
Total Equity	\$1,515,821.24
TOTAL LIABILITIES AND EQUITY	\$1,658,374.40

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			0.03 %
5031 Building Lease 11-002		162,838.78	-100.00 %	
5032 Building Lease 11-004		7,500.00	-100.00 %	
5033 Flex Bldg Lease	24,500.00	37,250.00	-34.23 %	9.33 %
5034 Taxes Collected for Triple Net	4,620.00	7,790.00	-40.69 %	1.76 %
Total 5000 ECONOMIC DEVELOP FUND RESOURCES	29,197.62	215,378.78	-86.44 %	11.12 %
5200 Gronquist Resources				
5203 Shannon Lease		15,750.00	-100.00 %	
5203-1 Richter Lease	7,750.00	9,000.00	-13.89 %	2.95 %
5203-3 Richter's Property taxes	1,500.00	2,500.00	-40.00 %	0.57 %
5204 Colombia Room Rental	390.00	790.00	-50.63 %	0.15 %
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			1.56 %
Total 5200 Gronquist Resources	13,740.00	48,990.00	-71.95 %	5.23 %
GENERAL FUND RESOURCES				
4010 Taxes-Current	944.35	1,228.63	-23.14 %	0.36 %
4011 Taxes-Prior	11,058.32	144,230.08	-92.33 %	4.21 %
4020 Interest - NOW Checking	101.73	380.74	-73.28 %	0.04 %
4021 Interest - Best A/C	2,191.59	2,637.57	-16.91 %	0.83 %
4022 Interest - LGIP A/C	10,787.81	28,975.63	-62.77 %	4.11 %
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 %	46.45 %
4110 Grants Income				
4113 Gilliam County Grant	11,250.00	15,375.00	-26.83 %	4.28 %
Total 4110 Grants Income	11,250.00	15,375.00	-26.83 %	4.28 %
4210 Marina Revenue				
4210 Marina Revenue	5,823.00	11,938.99	-51.23 %	2.22 %
4211 RV Park Revenues				
4211-1 RV Park Monthly Rent	17,365.12	42,705.00	-59.34 %	6.61 %
4211-2 RV Park Weekly Rent	3,565.00	6,400.00	-44.30 %	1.36 %
4211-3 RV Park Daily Rent	7,150.00	6,827.00	4.73 %	2.72 %
4211-4 RV Park Dry Camp	3,896.00	13,965.00	-72.10 %	1.48 %
Total 4211 RV Park Revenues	31,976.12	70,163.22	-54.43 %	12.17 %

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	10,918.81	18,862.37	-42.11 %	4.16 %
4213-1 Diesel Sales	6,859.16	1,189.21	476.78 %	2.61 %
4213-2 Gasoline Sales		787.54	-100.00 %	
Total 4213 Marina Fuel Revenue	17,777.97	20,839.12	-14.69 %	6.77 %
4214 Marina Power and Water Revenue	250.00	1,016.25	-75.40 %	0.10 %
4350 Willow Creek Lease Revenue		5,000.00	-100.00 %	
4400 Donations/Gifts		30.00	-100.00 %	
4211-6 shower Donation	56.00	315.84	-82.27 %	0.02 %
Total 4400 Donations/Gifts	-56.00	345.84	-83.81 %	0.02 %
4500 Miscellaneous Income	3,592.72	1,331.50	169.83 %	1.37 %
Beginning Fund Balance		38,043.20	-100.00 %	
Total GENERAL FUND RESOURCES	217,823.21	461,815.58	-52.83 %	82.93 %
RESERVE FUND RESOURCES				
9002 Interest Earned Reserve Fund	1,898.48	2,284.80	-16.91 %	0.72 %
Total RESERVE FUND RESOURCES	1,898.48	2,284.80	-16.91 %	0.72 %
Total Income	\$262,659.31	\$728,469.16	-63.94 %	100.00 %
GROSS PROFIT	\$262,659.31	\$728,469.16	-63.94 %	100.00 %
Expenses				
6560 Payroll Expenses	214.00	228,273.89	-99.91 %	0.08 %
Company Contributions				
Health Insurance	47,100.83	6,728.69	600.00 %	17.93 %
Retirement	26,667.50	1,832.33	1,355.39 %	10.15 %
Total Company Contributions	73,768.33	8,561.02	761.68 %	28.09 %
Taxes	8,737.05	1,173.09	644.79 %	3.33 %
Wages	113,712.48	15,269.38	644.71 %	43.29 %
Total 6560 Payroll Expenses	196,431.86	253,277.38	-22.44 %	74.79 %
8400 ECON.DEVELOP.FUND EXPENSES				
CAPITAL OUTLAY				
8431 Land Improvements/Development	619.83	801,036.24	-99.92 %	0.24 %
8432 Engineering & Surveying	9,834.50	5,769.00	70.47 %	3.74 %
8435 Building Projects/Tenant Improv	4,514.61	11,882.00	-62.00 %	1.72 %
Total CAPITAL OUTLAY	14,968.94	818,687.24	-98.17 %	5.70 %
DEBT SERVICE				
8441 Loan - Principal	4,220.55	9,715.20	-56.56 %	1.61 %
8442 Loan - Interest	839.45	2,428.80	-65.44 %	0.32 %
Total DEBT SERVICE	5,060.00	12,144.00	-58.33 %	1.93 %

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	1,638.00	1,470.00	11.43 %	0.62 %
8424 Office Supplies & Equipment	63.92	284.69	-77.55 %	0.02 %
8424-3 Consultant	6,000.00	12,000.00	-50.00 %	2.28 %
8425 Utilities	2,325.07	417.00	457.57 %	0.89 %
8426 Advertising & Marketing	2,108.14	1,146.00	83.96 %	0.80 %
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	19,181.53	22,575.26	-15.03 %	7.30 %
Total MATERIALS AND SERVICES	31,316.66	56,075.95	-44.15 %	11.92 %
PERSONNEL SERVICES				
8410 Officer		7,583.32	-100.00 %	
Total PERSONNEL SERVICES		7,583.32	-100.00 %	
Total 8400 ECON.DEVELOP.FUND EXPENSES	-51,345.60	894,490.51	-94.26 %	19.55 %
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	8,023.94	11,899.32	-32.57 %	3.05 %
8521-1 Credit Card Fees		16.69	-100.00 %	
8522 Office Supplies and Equipment	211.59	1,123.15	-81.16 %	0.08 %
8523 Legal Fees	63.00	966.00	-93.48 %	0.02 %
85230 Building Maintenance	1,841.44	5,533.12	-66.72 %	0.70 %
8525 Dues / Subscriptions / Fees	75.00	151.10	-50.36 %	0.03 %
8527 Telephone and Internet	448.00	768.00	-41.67 %	0.17 %
8528 Supplies	7.96	505.45	-98.43 %	0.00 %
8529 Fire Suppression System Inspec	609.67	868.23	-29.78 %	0.23 %
8531 Alarm Monitoring	486.00	648.00	-25.00 %	0.19 %
8532 Pest Control / Fertilizer		396.48	-100.00 %	
8536 Property Taxes	5,972.40			2.27 %
8539 Misc	40.00			0.02 %
Total Materials and Services	17,779.00	22,875.54	-22.28 %	6.77 %
Personnel Services				
8510-3 Maintenance	183.81	2,287.44	-91.96 %	0.07 %
Total Persennel Services	183.81	2,287.44	-91.96 %	0.07 %
Total 8500 Gronquist Fund Expences	17,962.81	32,362.98	-44.50 %	6.84 %

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	1,854.00	10,577.41	-82.47 %	0.71 %
6008 Port Manager		7,630.62	-100.00 %	
6009 Administrative Assistant		7,374.40	-100.00 %	
6011 Payroll Taxes - Staff	242.38	4,764.25	-94.91 %	0.09 %
6012 Training	40.00	408.17	-90.20 %	0.02 %
6013 Workmens Compensation		3,563.65	-100.00 %	
6015 Employee Benefits Insurance	55,389.82	107,714.27	-48.58 %	21.09 %
6016 Employee Benefits Retirement		3,619.91	-100.00 %	
Total 6000 Personal Services - AD	57,526.20	145,652.68	-60.50 %	21.90 %
6100 Materials and Services - AD				
6111 Utilities	739.00	3,620.67	-79.59 %	0.28 %
6112 Office Supplies and Equipment	974.64	3,840.32	-74.62 %	0.37 %
6113 Legal Fees	1,148.51	4,461.76	-74.26 %	0.44 %
6115 Dues, Subscriptions, Fees	3,457.21	4,709.89	-26.60 %	1.32 %
6115-1 Credit Card Fees	1,826.23	3,590.04	-49.13 %	0.70 %
Total 6115 Dues, Subscriptions, Fees	5,283.44	8,299.93	-36.34 %	2.01 %
6116 Audit, Budget, Legal Notices	291.00	620.50	-53.10 %	0.11 %
6117 Telephone and Internet Srv.	1,398.14	2,916.08	-52.05 %	0.53 %
6118 Advertising - AD	155.88			0.06 %
6119 Commissioner Fees/Expenses	945.68	1,551.84	-39.06 %	0.36 %
6121 Donations	400.00	650.00	-38.46 %	0.15 %
6122 Meetings and Elections	498.48	569.89	-12.53 %	0.19 %
6123 Miscellaneous - AD	159.95	448.02	-64.30 %	0.06 %
6125 Training	200.00	75.00	166.67 %	0.08 %
6127 Commissioner Conference & Trave	125.00			0.05 %
6128 Staff Travel/Food/Lodging	1,351.50	268.56	403.24 %	0.51 %
6129 Postage		60.00	-100.00 %	
Total 6100 Materials and Services - AD	13,671.22	27,382.57	-50.07 %	5.20 %
6150 Capital Outlay - AD				
6151 Land/Improvements/Developments	3,080.76			1.17 %
6154 Office Equipment	5,577.78	760.70	633.24 %	2.12 %
Total 6150 Capital Outlay - AD	8,658.54	760.70	1,038.23 %	3.30 %
Total ADMINISTRATION EXPENSES	79,855.96	175,590.20	-54.52 %	30.40 %

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	1,411.75	974.00	44.94 %	0.54 %
6623 Comfort Station Supplies	680.77	984.60	-30.86 %	0.26 %
6624 Park Electricity	283.16	7,212.73	-96.07 %	0.11 %
6625 Pest Control / Chem & Fert.		468.99	-100.00 %	
6626 Insurance		1,957.00	-100.00 %	
6627 Park Maintenance & Supplies	791.83	4,496.34	-82.39 %	0.30 %
Total 6620 Materials & Services	3,167.51	16,138.96	-80.37 %	1.21 %
6630 Capital Outlay				
6631 Park Improvements		851.92	-100.00 %	
Total 6630 Capital Outlay		851.92	-100.00 %	
Total ISLAND PARK	3,167.51	19,488.32	-83.75 %	1.21 %
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	1,869.96	3,260.49	-42.65 %	0.71 %
6723 Insurance		1,973.83	-100.00 %	
6724 Marina Maint. & Supplies	579.35	6,107.03	-90.51 %	0.22 %
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 %	1.46 %
6727-2 Marina Diesel	3,047.50	3,593.25	-15.19 %	1.16 %
Total 6727 Marina Fuel	6,894.00	21,045.04	-67.24 %	2.62 %
Total 6720 Materials & Services	9,367.49	33,653.05	-72.16 %	3.57 %
6730 Capital Outlay				
6731 Marina Improvements	394.76	375.00	5.27 %	0.15 %
Total 6730 Capital Outlay	394.76	375.00	5.27 %	0.15 %
Total MARINA	9,762.25	35,553.01	-72.54 %	3.72 %

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		-105.00	100.00 %	
6300 Personal Services - RV				
6310 Maintenance Person - RV		1,524.96	-100.00 %	
Total 6300 Personal Services - RV		1,524.96	-100.00 %	
6320 Materials & Services - RV				
6321 Water Fees - RV	2,742.08	4,021.79	-31.82 %	1.04 %
6322 Sanitation - RV	1,168.62	1,897.50	-38.41 %	0.44 %
6323 Electricity - RV Park	5,257.66	11,804.27	-55.46 %	2.00 %
6324 WIFI - RV	910.00	1,560.00	-41.67 %	0.35 %
6325 Advertising - RV		307.00	-100.00 %	
6326 Maintenance & Supplies - RV	248.39	598.51	-58.50 %	0.09 %
6327 Insurance - RV		1,957.00	-100.00 %	
6329 Sewer	3,155.24	4,829.90	-34.67 %	1.20 %
6330 Donations & Gifts Expense		-11.00	100.00 %	
Total 6320 Materials & Services - RV	13,481.99	26,964.97	-50.00 %	-5.13 %
Total RV PARK EXPENSES	13,481.99	28,384.93	-52.50 %	-5.13 %
WILLOW CREEK QUARRY	1,200.00			0.46 %
6520 Materials & Services - WQ				
6522 Legal Fees - WQ	147.00	189.00	-22.22 %	0.06 %
6525 Contractual Services	57.75	1,260.00	-95.42 %	0.02 %
Total 6520 Materials & Services - WQ	204.75	1,449.00	-85.87 %	0.08 %
Total WILLOW CREEK QUARRY	1,404.75	1,449.00	-3.05 %	0.53 %
Total GENERAL FUND EXPENSES	107,672.46	260,904.52	-58.73 %	40.99 %
PARK & MARINA EXPENSES				
6220 Materials and Services - PM	125.29			0.05 %
6229 Maintenance & Supplies - PM	3,104.00			1.18 %
Total 6220 Materials and Services - PM	3,229.29			1.23 %
Total PARK & MARINA EXPENSES	3,229.29			1.23 %
Reimbursements	4,155.87	500.00	731.17 %	1.58 %
Unapplied Cash Bill Payment Expense	-3,438.34	0.00		-1.31 %
Total Expenses	\$377,359.55	\$1,441,535.39	-73.82 %	143.67 %
NET OPERATING INCOME	\$-114,700.24	\$-713,066.23	83.91 %	-43.67 %
Other Expenses				
1003-1 LGIP-Misc.	0.05			0.00 %
8600 Environ. Sentry Corp. Projects	45,034.39	3,939.50	1,043.15 %	17.15 %
Total Other Expenses	\$45,034.44	\$3,939.50	1,043.15 %	17.15 %
NET OTHER INCOME	\$-45,034.44	\$-3,939.50	-1,043.15 %	-17.15 %
NET INCOME	\$-159,734.68	\$-717,005.73	77.72 %	-60.81 %

PORT OF ARLINGTON

Transaction List with Splits

January 2024

DATE	TRANSACTION TYPE	NUM	POSTING	NAME	MEMO/DESCRIPTION	ACCOUNT	AMOUNT
01/15/2024	Bank of E/O - Checking Bill Payment (Check)	10282	Yes	Arlington Hardware Guns and Ammo LLC		1001 Bank of E/O - Checking	-39.00
						2000 Accounts Payable	-39.00
01/19/2024	Bill Payment (Check)	10285	Yes	Blue Mountain Networks		1001 Bank of E/O - Checking	-34.98
						2000 Accounts Payable	-34.98
01/19/2024	Bill Payment (Check)	10290	Yes	Gilliam County Treasurer		1001 Bank of E/O - Checking	-
						2000 Accounts Payable	1,012.00
							1,012.00
01/19/2024	Bill Payment (Check)	10283	Yes	Arlington T.V. Coop		1001 Bank of E/O - Checking	-306.50
						2000 Accounts Payable	-306.50
01/19/2024	Bill Payment (Check)	10286	Yes	City of Arlington		1001 Bank of E/O - Checking	-
						2000 Accounts Payable	2,132.00
							-
							2,132.00
01/19/2024	Bill Payment (Check)	10287	Yes	City of Arlington-Utilities		1001 Bank of E/O - Checking	-
						2000 Accounts Payable	3,610.00
							-
							3,610.00
01/19/2024	Bill Payment (Check)	10291	Yes	H2Oregon		1001 Bank of E/O - Checking	-87.65
						2000 Accounts Payable	-87.65
01/19/2024	Bill Payment (Check)	10296	Yes	SDIS		1001 Bank of E/O - Checking	-
						2000 Accounts Payable	7,421.64
							-
							7,421.64
01/19/2024	Bill Payment (Check)	10289	Yes	Fidelity Brokerage Services LLC		1001 Bank of E/O - Checking	-
						2000 Accounts Payable	3,779.09
							-
							3,779.09
2000 Accounts Payable							
01/04/2024	Bill		Yes	Arlington Hardware Guns and Ammo LLC		2000 Accounts Payable	39.00
					hand warmers	6627 GENERAL FUND EXPENSES:ISLAND PARK:Materials & Services:Park Maintenance & Supplies	3.96
					Kleenex	6112 GENERAL FUND EXPENSES:ADMINISTRATION EXPENSES:Materials and Services - AD:Office Supplies and Equipment	7.98
					garbage bags/cleaner	6623 GENERAL FUND EXPENSES:ISLAND PARK:Materials & Services:Comfort Station Supplies	18.98
					bleach/glass cleaner	6623 GENERAL FUND EXPENSES:ISLAND PARK:Materials & Services:Comfort Station Supplies	8.08
01/04/2024	Bill		Yes	Blue Mountain Networks		2000 Accounts Payable	34.98
					email account/number forward	6117 GENERAL FUND EXPENSES:ADMINISTRATION EXPENSES:Materials and Services - AD:Telephone and Internet Srv.	34.98
01/04/2024	Bill		Yes	The Times-Journal	Legal Notices-Budget Merry Christmas ad	2000 Accounts Payable	36.00
						6118 GENERAL FUND EXPENSES:ADMINISTRATION EXPENSES:Materials and Services - AD:Advertising - AD	36.00
01/04/2024	Bill		Yes	Gilliam County Treasurer		2000 Accounts Payable	1,012.00
					Principle	8441 ECON.DEVELOP.FUND EXPENSES:DEBT SERVICE:Loan - Principal	844.11
					Interest	8442 ECON.DEVELOP.FUND EXPENSES:DEBT SERVICE:Loan - Interest	167.89
01/04/2024	Bill		Yes	VanKoten & Cleaveland LLC		2000 Accounts Payable	42.00
					discussions regarding Proctor Property	8423 ECON.DEVELOP.FUND EXPENSES:MATERIALS AND SERVICES:Legal Fees	42.00
01/15/2024	Bill		Yes	Arlington T.V. Coop		2000 Accounts Payable	306.50
					Gronquist Bldg	8527 Gronquist Fund Expences:Materials and Services:Telephone and Internet	64.00
					Phone Services 3 lines & phones	6117 GENERAL FUND EXPENSES:ADMINISTRATION EXPENSES:Materials and Services - AD:Telephone and Internet Srv.	112.50
					Business Internet	6324 GENERAL FUND EXPENSES:RV PARK EXPENSES:Materials & Services - RV:WIFI - RV	130.00

PORT OF ARLINGTON

Transaction List with Splits

January 2024

DATE	TRANSACTION NUM TYPE	POSTING	NAME	MEMO/DESCRIPTION	ACCOUNT	AMOUNT
01/15/2024	Bill	Yes	H2Oregon	Water cooler/refills water/cooler rentals	2000 Accounts Payable 6122 GENERAL FUND EXPENSES:ADMINISTRATION EXPENSES:Materials and Services - AD:Meetings and Elections	87.65 87.65
01/15/2024	Bill	Yes	City of Arlington-Utilities	RV-water RV-Sewer Rv-Sanitation Gronquist utilities Admin utilities Island Park utilities Insitue/Hanger Building proctor house/shop (includes partial back billing because of set up error)	2000 Accounts Payable 6321 GENERAL FUND EXPENSES:RV PARK EXPENSES:Materials & Services - RV:Water Fees - RV 6329 GENERAL FUND EXPENSES:RV PARK EXPENSES:Materials & Services - RV:Sewer 6322 GENERAL FUND EXPENSES:RV PARK EXPENSES:Materials & Services - RV:Sanitation - RV 8521 Gronquist Fund Expences:Materials and Services:Utilities 6111 GENERAL FUND EXPENSES:ADMINISTRATION EXPENSES:Materials and Services - AD:Utilities 6622 GENERAL FUND EXPENSES:ISLAND PARK:Materials & Services:Sanitation 8425 ECON.DEVELOP.FUND EXPENSES:MATERIALS AND SERVICES:Utilities 8431 ECON.DEVELOP.FUND EXPENSES:CAPITAL OUTLAY:Land Improvements/Development	3,610.00 656.29 710.09 466.62 492.00 220.00 263.00 280.00 522.00
01/15/2024	Bill	Yes	City of Arlington	proctor annexation/subdivision fees	2000 Accounts Payable 8432 ECON.DEVELOP.FUND EXPENSES:CAPITAL OUTLAY:Engineering & Surveying	2,132.00 2,132.00
01/15/2024	Bill	Yes	Fidelity Brokerage Services LLC	Crowther-Dec Metzker-Dec Rayburn-Dec	2000 Accounts Payable Payroll Expenses:Company Contributions:Retirement Payroll Expenses:Company Contributions:Retirement Payroll Expenses:Company Contributions:Retirement	1,849.00 905.23 469.20 474.57
01/15/2024	Bill	Yes	Fidelity Brokerage Services LLC	Crowther-Jan Metzker-Jan Rayburn-Jan	2000 Accounts Payable Payroll Expenses:Company Contributions:Retirement Payroll Expenses:Company Contributions:Retirement Payroll Expenses:Company Contributions:Retirement	1,930.09 905.25 505.08 519.76



DIRECTOR REPORT

February 5, 2024

1. Alkali Ridge

A. Partition Approved Jan 25. Deed recording soon, then able to sell home/shop.

B. Grant Application to Gilliam County Subdivision Infrastructure / Workforce Housing.

C. Design Engineering. Brad Baird, Anderson-Perry will attend and inform.

Action: Move to approve the Agreement for Engineering Services for the Alkali Ridge Subdivision with Anderson Perry & Associates, Inc. in the amount of \$73,000.

2. Legal Counsel Replacement / Transition Process

As a preview, issued the attached request. Contacted 3 firms. Letters of interest Mar 1.

Attorney Ruben Cleaveland will attend and inform.

3. Correcting Resolution Number

Adopted last month for vacation carryover hours, Resolution 2024-156 to 2024-161.

Action: Move to correct adopted Resolution 2024-156 to amend as Resolution 2024-161.

4. Budget Process

A. Appoint Budget Officer

Action: Move to appoint Kayla Rayburn as Budget Officer for 2024-25.

B. Appoint New Budget Committee Members

Action: Move to appoint Denise Ball and April Aamodt as new budget committee members.

(Members with unexpired terms willing to continue: Tim Wetherell, Denny Newell, Louis Rucker).

C. Capital Asset Policy

Action: Move to approve Resolution 2024-162.

5. Willow Creek Industrial Plan

Published RFP. Contacted 7 firms. Submittals due Feb 9. Recommendation upon review.

Action: Move to approve Consultant Agreement with (name of firm) in the amount of \$_____ for the Willow Creek Industrial Site Feasibility Plan.

6. Marina

A. Sunken Boat Jan 24. Multiple state agency response led by DEQ. Boat removed by boat salvage company (FDS Marine) for owner (Lynda Davis).

B. Clean Marina Small Grant. Awaiting award results.

7. Temporary Facility for Sheriff Office at Gronquist Building.

Emergency temporary need. Expedited contract quickly. Anticipate 9-to-12-month term.

Their leased facility from the city became inundated with water and uninhabitable.

Action: Move to approve Commercial Building Lease with Gilliam County in Room 2 of the Lower Gronquist Building for the Sheriff's Office, at \$900 per month plus \$125 per month for utilities.

8. Condon Airport Grant Application – Connect Oregon

Action: Move to approve Port Resolution 2024-163 to submit Connect Oregon Grant Application.

9. Maintenance.

Cold weather. Issued \$100 credit for long-term RV tenants without water. DevCo will perform valve repair Feb 2. HVAC leak at Gronquist building Jan 18. Blown 600V 25A fuse at Gronquist Jan 24. Frozen 3/4" valves at Proctor RV sites Jan 23. Ordered installation of token-operated shower door. Fuel pump repairs by SME Jan 31.

SENTRY CORP

1. Grant Award Received \$25,000

Action: Move to accept \$25,000 Grant Award by Business Oregon (attached).



THIS AGREEMENT, made this _____ day of _____ 2024, by and between the **Port of Arlington**, hereinafter referred to as the Owner, and **Anderson Perry & Associates, Inc.**, hereinafter referred to as the Engineer:

The Owner intends to complete Design Engineering for the Alkali Ridge Subdivision. Design Engineering shall include surveying, design Drawings, Technical Specifications, and Contract Documents. The final deliverables will be a bid-ready set of Drawings and Contract Documents. The layout of the subdivision is attached to this Agreement.

The Engineer agrees to complete the surveying and Design Engineering for the roads, water, sewer, stormwater, and general utilities. The design work shall be completed for roads and utilities to serve Lots 1 through 11 and shall include connections to existing roads and utilities in Main Street and Columbia View Drive.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - ENGINEERING SERVICES

Design Engineering

Upon approval by the Owner of the project scope and opinion of probable total project cost, and upon approval to proceed, the Engineer shall:

1. Complete the necessary project surveying and mapping; accomplish the final designs of the project; prepare an Advertisement for Bids, Instructions to Bidders, and a Bidder's Packet (hereinafter referred to as Bidding Documents), and an Agreement, Contract forms, Conditions of the Contract, Specifications, and Drawings (hereinafter referred to as Contract Documents); and make adjustments as needed to the opinion of probable construction cost and probable total project cost based on these final designs. Design review meetings will be held with the Owner at the 50 and 90 percent complete stages.
2. Prepare and furnish to the Owner three copies of a final map showing the needed construction and permanent easements, road rights-of-way and any lands to be acquired. Property surveys, property plats, legal descriptions, and negotiations for land rights shall be accomplished by the Owner unless the Owner requests the Engineer to perform these services. When the Engineer is requested to perform such services and make detailed property surveys, the Engineer will perform the work under "Other Engineering Services."
3. Prepare and furnish six copies of the Bidding and Contract Documents for review and approval by the Owner, its legal counsel and other advisors as appropriate, and appropriate agencies.

The Engineer's services under the Design Engineering phase shall be considered complete when the final Bidding and Contract Documents are approved by the Owner and other governmental authorities having jurisdiction.

4. Design services are not anticipated to include lot grading, streetlights, or utilities other than power.

Construction Engineering

If Construction Engineering services are needed, these services shall be added by amendment to this Agreement.

Other Engineering Services

In addition to the foregoing being performed, the following services may be provided by the Engineer when requested by the Owner in writing for each phase of the project, as required.

1. Assist the Owner with obtaining permits, applications, outside utility services, etc., as necessary for the work. The Owner shall pay all fees associated with such permits and applications, if such fees are required.
2. Assist the Owner with property surveys, property plats, legal descriptions, and other items necessary for negotiating for land rights and easements. Such work may include appearances before courts and boards on these matters.
3. Redesign work when requested to do so by the Owner. Such work shall include changes in the design, after the conceptual design stage, that are beyond the control of the Engineer, and/or changes in the Bidding and Contract Documents after such documents have been accepted by the Owner.
4. Perform special tests, specialized geological, hydraulic, or other studies, or tests other than as previously outlined herein that may be required on the project.
5. Prepare to serve or serve as a consultant or witness for the Owner in any litigation, arbitration, or other dispute resolution process relating to the project.
6. Perform soil tests and borings as required to evaluate subsurface soil conditions.

SECTION B - RESPONSIBILITIES OF OWNER

1. The Owner shall provide the Engineer with all criteria and full information as to the Owner's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; furnish copies of all design and construction standards which the Owner will require to be included in the Bidding and Contract Documents; and furnish copies of the Owner's standard forms, conditions, and related documents for the Engineer to include in the Bidding and Contract Documents, when applicable.

2. The Owner shall furnish to the Engineer all available information pertinent to the project including reports and data relative to previous designs, all existing maps, field survey data, lines of streets and boundaries or rights-of-way, and other surveys presently available. The Owner shall also provide all known information concerning the existing underground utilities, etc., that could impact the proposed improvements.
3. The Owner shall provide for full, safe, and free access for the Engineer to enter upon all property required for the performance of the Engineer's services under this Agreement.
4. The Owner shall give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of a hazardous environmental condition or of any development that affects the scope or time of performance of the Engineer's services, or any defect or nonconformance in the Engineer's services or in the work of any Contractor.
5. The Owner shall pay for any agency plan review fees, advertisement for bids, building or other permits, licenses, etc., as may be required by local, state, or federal authorities. The Owner shall also secure the necessary land easements, rights-of-way, and construction permits. The Engineer can assist the Owner with these tasks, if requested, as outlined in Section A, "Other Engineering Services."
6. The Owner shall examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by the Engineer (including obtaining the advice of an attorney, insurance counselor, and other consultants as the Owner deems appropriate with respect to such examination) and render timely decisions pertaining thereto.
7. The Owner shall obtain, with guidance from the Engineer, reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the project designed or specified by the Engineer, and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the project.
8. The Owner shall provide, as required for the project:
 - a. Accounting, bond, financial advisory, and insurance counseling services;
 - b. Legal services with regard to issues pertaining to the project as the Owner requires, the Contractor raises, or the Engineer reasonably requests; and
 - c. Such auditing services as the Owner requires to ascertain how or for what purpose the Contractor has used the monies paid.
9. The Owner shall advise the Engineer in a timely manner of the identity and scope of services of any independent consultants employed by the Owner to perform or furnish services in regard to the project.

SECTION C - COMPENSATION FOR ENGINEERING SERVICES

1. The Owner shall compensate the Engineer for "Design Engineering" a lump sum amount of \$73,000. If, during the course of the work, the scope of the work should substantially change, the Owner and the Engineer shall amend this section of the contract as necessary.
2. The Owner shall compensate the Engineer for "Construction Engineering" on a time and materials basis, plus direct reimbursable expenses.
3. The Owner shall compensate the Engineer for "Other Engineering Services" requested by the Owner on a time and materials basis, plus direct reimbursable expenses.
4. The time and materials cost referred to in this Agreement shall be in accordance with the attached Hourly Fee Schedule, plus direct reimbursable expenses. The Hourly Fee Schedule may be adjusted near April 1 of each year.
5. Direct reimbursable expenses shall include, but not be limited to, such direct job costs as the cost of travel, subsistence, lodging, document printing, outside consultants, special tests and services of special consultants, etc. Direct reimbursable expenses shall include a 10 percent additional fee to cover handling, overhead, insurance costs, etc. Mileage shall be charged at \$0.67 per mile for passenger vehicles and \$0.80 per mile for pickups and vans. The mileage costs may be adjusted as needed to reflect actual costs. There shall be no charge for secretarial services, telephone calls, and postage.
6. The Owner agrees to pay the Engineer for the services provided in accordance with this Agreement on a monthly basis. The Owner agrees to pay the Engineer for lump sum work on a percentage basis of the total fee relative to the percent completion of the work. The Owner agrees to pay the Engineer for time and materials work for the actual services provided. The Engineer will render to the Owner an itemized bill at the end of each month, for compensation for such services performed hereunder during such month, the same to be due and payable by the Owner to the Engineer.
7. Past due amounts owed shall include a service fee charge of 12 percent annual interest beginning the 30th day after the date of billing. The Engineer may suspend work under this Agreement until the account is paid in full. If collection is made by suit or otherwise, and if the Engineer prevails, the Owner agrees to pay interest until the account and all collection costs, including reasonable attorneys' fees, are paid.
8. Total compensation for this project shall not exceed \$100,000 unless approved by the Owner.

SECTION D - GENERAL PROVISIONS

1. Approval of this Agreement by the Owner and the Engineer will serve as written authorization for the Engineer to proceed with the services called for in the Agreement.
2. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

3. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
4. The Engineer intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the project and makes no warranty expressed or implied. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, Drawings, Specifications, reports, and other services furnished by the Engineer under this Agreement. The Engineer shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his designs, Drawings, Specifications, reports, and other services.
5. Any opinion of the probable construction cost or probable total project cost prepared by the Engineer represents his judgment as a design professional and is supplied for the general guidance of the Owner. Since the Engineer has no control over the cost of labor and material, or over competitive bidding or market conditions, the Engineer does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to the Owner.
6. This Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other.
7. This Agreement represents the entire and integrated agreement between the Owner and the Engineer for this project and supersedes all prior negotiation, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Engineer.
8. Original documents, survey notes, tracings, and the like, except those furnished to the Engineer by the Owner, are and shall remain the property of the Engineer. Documents, including Bidding and Contract Documents which contain an Engineer's stamp prepared under this Agreement, are instruments of service of the Engineer. Reuse of any of the Bidding and Contract Documents that may be developed during the project by the Owner on extensions of this project or on any other project without the written permission of the Engineer shall be at the Owner's risk. The Owner agrees to defend, indemnify, and hold harmless the Engineer from all claims, damages, and expenses including attorneys' fees arising out of such unauthorized reuse of the Engineer's instruments of service by the Owner. The Engineer shall make available to the Owner, when requested, all documents, Drawings, pictures, etc., that are prepared as part of the Engineer's services under this Agreement. There will be no cost for these documents except for labor, reproduction, and copying costs.
9. There are no third-party beneficiaries of this Agreement between the Owner and the Engineer, and no third party shall be entitled to rely upon any work performed or reports prepared by the Engineer hereunder.
10. Neither the Owner nor the Engineer shall delegate his duties under this Agreement without the written consent of the other.

11. The Owner reserves the right to request replacement of any Project Representatives furnished by the Engineer.
12. This Agreement may be terminated by either party in the event of default under this contract by the other party. Either party may do so by giving written notice to the other of its intent to terminate this Agreement for substantial failure to perform according to this Agreement, which written notice shall specify the failure and demand correction or remedy thereof in 10 days. In the event of failure to remedy or correct in 10 days, this Agreement may be terminated in writing at the option of the party giving the prior notice. If this Agreement is terminated, the Engineer shall be paid for services based on actual man hours worked to the termination notice date, including reimbursable expenses due, less any amount in dispute.
13. Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Oregon.
14. The Engineer shall acquire and maintain statutory Worker's Compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage.
15. The Owner will require that any Contractor or subcontractor performing work in connection with the Contract Documents produced under this Agreement shall hold harmless, indemnify, and defend the Owner and the Engineer, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses, or damage arising out of or alleged to arise from the Contractor's (or subcontractor's) negligence in the performance of the work described in the Contract Documents, but not including liability that may be due to the sole negligence of the Owner, the Engineer, their consultants, or their officers, agents, and employees.
16. The Owner and the Engineer acknowledge that in a project of this magnitude and complexity, changes may be required as the result of possible omissions, ambiguities, or inconsistencies in the Contract Documents or changes that are identified during construction which will result in an overall better end project for the Owner, or changes which are necessary due to unusual field conditions or construction circumstances beyond the control of the Owner, Engineer, or Contractor. As a consequence of the above, the Owner realizes that the Contractor may be entitled to additional payment. The Owner agrees to set up a reserve in the project budget to be used as required to make additional payments to the Contractor with respect to such changes. When additional payments are due to the Contractor, they will be made in accordance with an approved Change Order.
17. The Engineer shall comply with all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the Code of Federal Regulations) issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, or national origin. The Engineer shall comply with Executive Order 11246 (41 CFR 60-1.4), Section 503 of the Rehabilitation Act of 1973 (41 CFR 60-741.5(a)), Section 402 of the Vietnam Era Veterans Readjustment Act of 1974 (41 CFR 60-250.5(a)), the Jobs for Veterans Act of 2003 (41 CFR 60-300.5(a)), and the organizing and collective bargaining Clauses of Executive Order 13496 (29 CFR 471). The Engineer shall comply with applicable federal, state, and local laws, rules, and regulations concerning Equal Employment Opportunity.

18. Subject to the tort limitations and provisions of the Oregon Tort Claims Act (Oregon Revised Statutes 30.260 to 30.300) and the Oregon Constitution, the Owner and Engineer each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, and expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the Owner and Engineer, they shall be borne by each party in proportion to its negligence.

This Agreement is executed in duplicate the day and year written at the beginning of this Agreement.

Owner:

Port of Arlington

By _____
Type Name _____
Title _____

(SEAL)

Engineer:

Anderson Perry & Associates, Inc.

By Chas Hutchins
Type Name Chas Hutchins, P.E.
Title President

(SEAL)

Attest

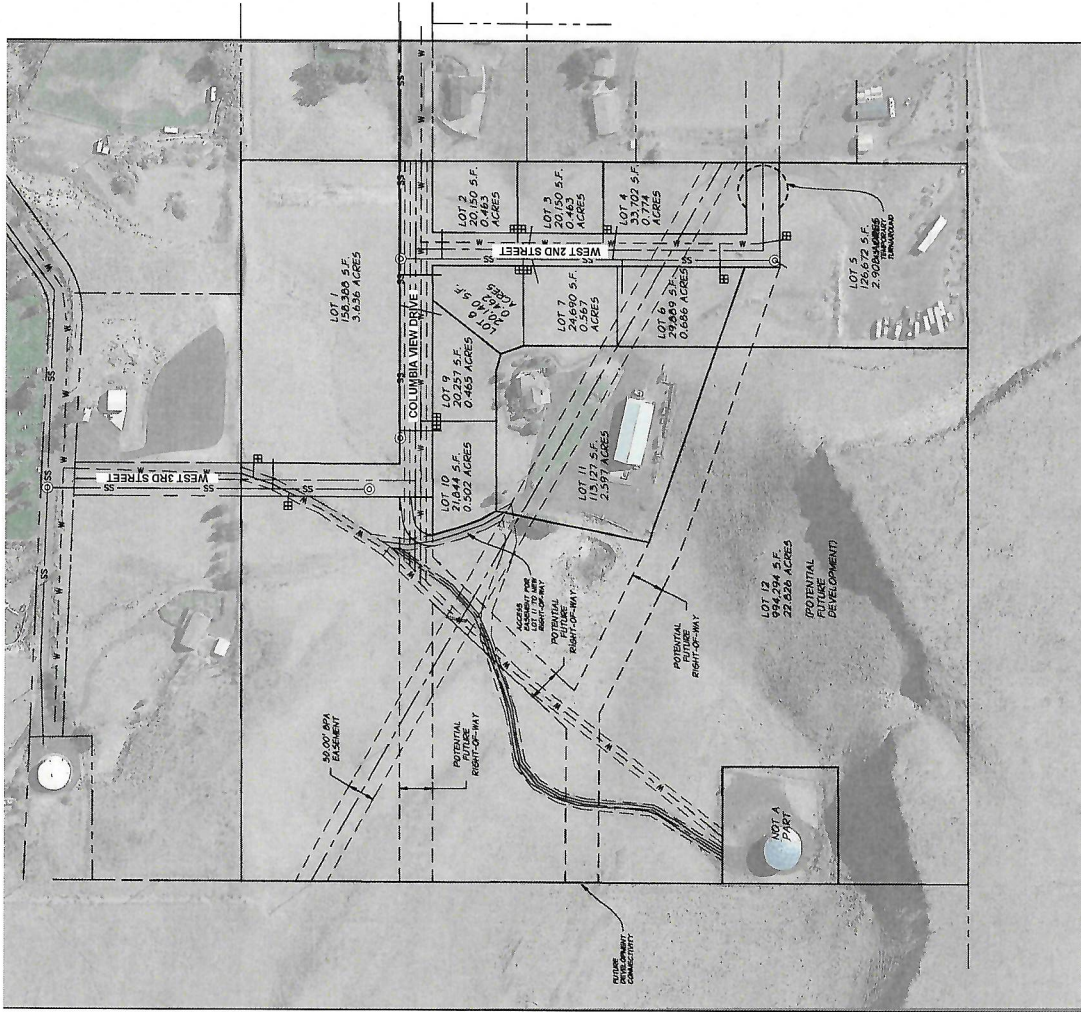
By _____
Type Name _____
Title _____

Attest

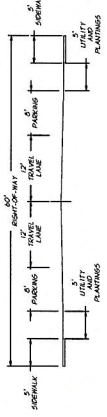
By Jadon Herron
Type Name Jadon Herron, P.E.
Title Treasurer

TENTATIVE PLAN OF ALKALI RIDGE SUBDIVISION

LOCATED IN THE SW1/4 OF SECTION 28,
TOWNSHIP 36N, RANGE 14E, MERIDIAN
CITY OF ARLINGTON, GILLIAM COUNTY, OREGON



TYPICAL ROAD SECTION



VELOCITY MAP
NOT TO SCALE

LEGEND

- ADJACENT PROPERTY LINE
- EXISTING PARCEL BOUNDARY LINE
- PROPOSED PARCEL BOUNDARY LINE
- SECTION LINES
- EASEMENT LINES
- EXISTING EASEL LINE
- EXISTING WATER LINE
- NEW WATER LINE
- SEWER MANHOLE
- WATER METER

NOTES

1. PROPERTY TO BE SUBDIVIDED CONSISTS OF ONE (1) TAX LOT AND IS LOCATED WITHIN CITY OF ARLINGTON, GILLIAM COUNTY, OREGON. IT CONTAINS APPROXIMATELY 30.45 ACRES.
2. THE PURPOSE OF THIS MAP IS TO SUBDIVIDE THE EXISTING PARCELS AS SHOWN INTO THE INITIAL SUBDIVISION LOTS (1-12). LOT 12 IS FOR FUTURE DEVELOPMENT.
3. THIS PROPERTY IS ZONED R1 WITHIN THE BOUNDARIES OF THE ARLINGTON CITY LIMITS.
4. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE NORTH GILLIAM FIRE PROTECTION DISTRICT.
5. THIS SUBDIVISION IS ZONED R1 WITHIN THE BOUNDARIES OF THE ARLINGTON FIRE DISTRICT 3.
6. THIS SITE EXISTS IN FLOOD HAZARD ZONE C - AREAS OF MINIMAL FLOODING. REFER TO THE FLOOD HAZARD MAP FOR THE CITY OF ARLINGTON, GILLIAM COUNTY, OREGON, DATED SEPTEMBER 28, 1984, AND FIRM PANEL NUMBER 17020 D DATED FEBRUARY 24, 1984, FEDERAL EMERGENCY MANAGEMENT AGENCY.
7. DOMESTIC WATER SUPPLY IS PROVIDED BY CONNECTION TO THE EXISTING CITY OF ARLINGTON WATER SYSTEM.
8. SEWER SERVICE IS PROVIDED BY CONNECTION TO THE EXISTING CITY OF ARLINGTON COMMUNITY SEWER SYSTEM.
9. ALL NEW RIGHT-OF-WAY WIDTHS TO BE 60 FEET.

ALKALI RIDGE SUBDIVISION

SCALE: AS SHOWN
DATE: 07 NOV 2023
JOB NO: 411-13

Anderson
pertry

SHEET
1/1

1020 N. 3RD STREET, 90000, 97137 • TEL: 503.636.1234 • FAX: 503.636.1235

Port of Arlington

Request for Legal Counsel Services

The Port of Arlington invites proposals from qualified law firms to provide legal counsel services. Proven experience in Oregon municipal and land use law is required and Port service preferred. A summary of desired qualifications is available upon request.

Letters of interest are requested by March 1, 2024. This Request for Services is open until filled.

Please email submittals to: Jed.Crowther@PortofArlington.com.

For any questions, please call Port of Arlington at (541) 705-2004.

Desired Qualifications

1. Familiarity with laws and regulations governing Oregon local governments and Special Districts and operating procedures relative to conduct of Port business.
2. Experience and expertise in core legal areas related to municipalities, including: land use and zoning law, franchise and right of way law, utility services, public contracting and purchasing law, municipal ordinances and resolutions, public meetings, administrative law, government ethics, employment law, water law, labor law, urban renewal law, real estate law, and environmental law.
3. Depth in range of services offered and available support staff.
4. Capacity commensurate with the level of service required by the Port.
5. Reputation for providing high-quality services, coupled with the ability to work cooperatively with the Port Commission, Executive Director, and Staff.
6. Integrity, reliability, and sound judgement as evidenced by similar work performed.
7. Ability to cover the range of legal services in a cost-effective manner.
8. Cost of providing services on retainer or hourly rate schedule. Fees are a factor, together with assuring essential quality legal services.

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PORT OF ARLINGTON, OREGON

RESOLUTION NO. 2024-161

A RESOLUTION AMENDING CARRYOVER HOURS POLICY.

WHEREAS, the Port of Arlington desires to amend carryover hours policy;

NOW, THEREFORE, BE IT RESOLVED that the Port of Arlington hereby adopts:
Employee Work Time Policy with amended carryover hours.

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

President

ATTEST:

Secretary-Treasurer

EMPLOYEE WORK TIME POLICY

Office Hours

The Port's main office hours are Monday through Friday, from 8 am to 5 pm, excluding all state observed holidays, and closed from noon to 1 pm for lunch hours. The standard work week is 40 hours per week. Upon supervisor approval, employees may flex core work hours occasionally, while maintaining primary services, i.e., staying late for a meeting, and leaving early the next day.

Maintenance Work Hours

Maintenance hours may begin earlier in the day and extend later in the evening plus weekends. Upon supervisor approval, maintenance workers may flex actual work hours, based on workflow, seasonal tasks, and weather conditions, but not to exceed 40 hours per week, unless required. After hours "call out" needs between 8 pm and 6 am will accrue a minimum 1 hour work time.

Time Reporting

Timesheets are to be submitted near the end of each month with a daily tally and weekly totals. Employees are to report actual daily hours worked from Sunday morning to Saturday evening. For any overtime, workers are to specify if overtime is to be paid or is to be saved as comp time.

Overtime

Overtime hours do not begin to accumulate until after 40 hours worked in each weekly period. Sick leave, holidays, vacation, comp time and other leave hours do not count as hours worked for the purposes of computing overtime compensation. Overtime work requires supervisor review, but it is strongly discouraged by budget constraints. Exempt employees do not accrue overtime, but they may adjust their work week or accumulate comp time to offset extended hours served, i.e., attendance at evening meetings.

Compensatory Time

An employee may request compensatory time off instead of payment for actual overtime work. Comp time hours are to be reported and are available as paid time off, similar to vacation hours. Employees may elect to use a combination of vacation hours and comp hours as paid time off. Accumulation of comp time hours shall not exceed 40 hours at the end of each year on June 30.

Flexible Work Schedule

Employees may first discuss potential flexible/hybrid work schedule options with their supervisor, and then submit a written request. The supervisor will approve or deny the flextime request on a case-by-case basis, based on staffing needs, job duties, the employee's work record, and the employee's ability to temporarily or permanently return to a standard work schedule as needed.

For example, an employee may ask to work 10-hour days four times per week, provided they are mostly available during core business hours, as determined by workload and supervisor approval. A flextime arrangement may be suspended, modified, or cancelled at any time. Hybrid work; i.e. work-from-home, may be evaluated and administered in the same manner.

Carryover Hours and Payout

To plan ahead for budgeting purposes and to assure staff availability for tasks and responsibilities, any carryover of vacation time shall not exceed 240 hours. Employees should plan to use leave hours by advance notice, at reasonable times and durations. At resignation or termination, payout of vacation time shall be limited to accrued time only and shall not exceed 240 hours, unless specified in state employment laws or by individual agreement.

**Port of Arlington
Budget Committee
2024-2025 Budget Year**

4B

Tim Wetherell

PO Box 280
Arlington, OR 97812
timothyj@embarqmail.com
541-340-4237
Term Expires: April 2026

Denny Newell

73364 Blalock Canyon Rd
Arlington, OR 97812
541-394-4025
541-980-8781
Term Expires: April 2026

Louis Rucker

PO Box 416
Arlington, OR 97812
541-454-2846
Term Expires: April 2026

Denise Ball (New Term)

PO Box 578
Arlington, OR 97812
541-980-2786
esmoothz@yahoo.com
Term Expires: April 2027

April Aamodt (New Appointment)

PO Box 24
Arlington, OR 97812 Prefer communication by email or phone.
541-980-3564
aprilaamodt@gmail.com
Term Expires: April 2027

4C

PORT OF ARLINGTON, OREGON

RESOLUTION NO. 2024-162

A RESOLUTION AFFIRMING A CAPITAL ASSET POLICY.

WHEREAS, The Port of Arlington is a governmental entity, serving as a special district, by the establishment under ORS Chapter 777 as a Port Authority to create and expand the recruitment of business and jobs that will enhance the economy of the District, and

WHEREAS, The Port of Arlington desires to adopt a policy whose purpose shall be the identification and definition of both fixed assets and capital assets of the Port of Arlington, and

WHEREAS, The Port of Arlington shall define Fixed Assets as all real property and all structures contained within such properties, and

WHEREAS, The Port of Arlington shall define Capital Assets as any and all items with a value greater than \$5,000.00, and an estimated usable life of 5 (five) years or more,

NOW, THEREFORE, BE IT RESOLVED that the Port of Arlington hereby adopts:
Fixed Asset/Capital Asset Policy as presented.

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

President

ATTEST:

Secretary-Treasurer

6A

Jed Crowther

From: Jed Crowther
Sent: Wednesday, January 31, 2024 9:52 AM
To: KENNEDY Charles * DEQ
Cc: Kayla Rayburn
Subject: Port of Arlington Marina

Charles:

Thanks for coordinating with the boat owner. Removal was completed yesterday by FDS. If any questions, please let me know.

Thank you,

JED CROWTHER
Executive Director



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

Jed Crowther

From: Jed Crowther
Sent: Wednesday, January 31, 2024 9:47 AM
To: FDSMarineDives@aol.com
Cc: Kayla Rayburn
Subject: Agency Responders to Port of Arlington Marina

Fred Stambaugh:

Contact info as requested:

1. Lynda Davis, 360-798-6982.
2. Gilliam County Sheriff's Department, Deputy Shockley.
3. National Response Center (Coast Guard), 1-800-424-8802.
4. Department of State Lands, Dorothy Deal, 503-983-3967.
5. Federal Environmental Agency, Brad Martin, Phone Duty Office.
6. US Ecology, Mark Wirkkala, (971) 221-5523 o, (360) 244-1595 m.
7. Washington State Department of Ecology, Sean Thompson, 509-824-3332. Seth Benge, 509-406-2571.
8. Oregon Department of Environmental Quality (DEQ), Charles Kennedy, 541-650-2326, Site Control, On-Scene Coordinator.
9. Oregon Health Authority, Drinking Water, Russ.
10. Geico Insurance, Ashton (in-house adjuster), Direct Line 703-663-3011.

Thank you,

J. Crowther

JED CROWTHER
Executive Director



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

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COMMERCIAL BUILDING LEASE

THIS LEASE ("Lease") is entered into this 24th day of January, 2024, by and between the following parties:

LANDLORD: **Port of Arlington** ("Landlord")
100 Port Island Rd.
PO Box 279
Arlington, Oregon 97812

and

TENANT: Gilliam County ("Tenant")
PO Box 636
Condon OR 97823

RECITALS

- A. Landlord owns the fee title to the real property commonly known as the *Gronquist Building*, located at 1150 Railroad Avenue, Arlington, Oregon, Parcel ID: 03N21E28-00-00207, along with improvements on the property consisting of a commercial building.
- B. Tenant desires to lease a portion of the property on the lower level, in the middle room on the north side, to be known as Room 2, and common areas to be used with other tenants ("the Property") and intends to use the Property in accordance with this Agreement.
- C. Landlord desires to allow Tenant to lease the property for use as Office Space for the Gilliam County Sheriff Office (GCSO).

NOW, THEREFORE, Landlord hereby leases the Property to Tenant, and Tenant leases the Property from Landlord, on the terms and conditions set forth in this Lease:

1. Lease of Property to Tenant; Lease Term; Possession

1.1 Lease of Property to Tenant. Landlord hereby leases the Property to Tenant, and Tenant leases the Property from Landlord, for the term, at the rental, and upon all of the conditions set forth in this Lease.

1.2 Term of Lease. This Lease shall commence on the 24th day of January, 2024, (the "**Commencement Date**") and end on the 24th day of January, 2025, unless sooner terminated or extended as provided in this Lease. Flexibility to shorten the term length to 9 months or more is expressly provided herein upon Tenant providing 30 days written notice.

1.3 Extension Term. If Tenant is not in default of this Lease, Tenant and Landlord may renew this Lease for additional terms ("**Extension Term**") on such terms and conditions as agreed to by the Parties. Such terms shall be in writing and signed by both Parties.

1.4 **Possession.** Tenant will be entitled to possession of the Property for purposes of this Lease upon the Commencement Date.

1.5 **Property Leased "As Is".** Except as otherwise expressly set forth in this Lease, the Property is leased to Tenant in its "AS IS" condition, subject to any and all patent and latent defects and faults, without reliance upon any representation by Landlord as to the condition or suitability of Property for any intended use or purpose by Tenant and without any representation or warranty by Landlord as to its compliance with applicable Legal Requirements (as defined below) or other matters, and Tenant further acknowledges that Tenant will be relying solely on its own skill, judgment and discretion in deciding whether to lease the property.

2. **Rental**

2.1 **Annual Base Rent (Initial Term).** Tenant shall pay to Landlord as rent for the Property the sum of **Nine Hundred Dollars (\$900.00)** per month, in advance (the "rent" or sometimes referred to as the "base rent"). Rent for the first month shall be paid within 10 business days of the Commencement Date. Rent for any partial month or partial year during the Term shall be a pro rata portion of the monthly or annual installment. Rent shall be payable in lawful money of the United States to Landlord at the address stated herein or to such other persons or at such other place as Landlord may designate in writing.

2.2 **Additional Rent, No Offsets.** All payments required to be paid by Tenant under this Lease, other than base rent, will constitute additional rent. All rent (including base and additional rent) shall be received by Landlord without set-off, offset, abatement, or deduction of any kind.

2.3 **Net Lease.** The rental paid by Tenant shall be a fully net (sometimes referred to as "triple net" or "absolute net") return to Landlord, so that from and after the Commencement Date, this Lease shall yield the base rent to Landlord net of all operating costs, maintenance and repair costs, taxes, insurance charges, assessments, governmental charges, utility costs and fees, and all other expenses of whatever kind or nature pertaining to the operation of the Property. All such costs and expenses accruing after the Commencement Date shall be paid by Tenant as to the Property. This provision includes, but is not limited to Tenant's duty to pay costs associated with Landlord's existing property insurance policy in the amount attributable to the Property. Notwithstanding the foregoing, the parties realize that some of the cost of operating the Property is in conjunction with other tenants of the *Gronquist Building*. As such, this section shall not apply to billing for utilities as set forth as a stated amount in Section 4.4 of this Lease. For any other amounts that apply to the entire *Gronquist Building* property or common areas, are not separately billed or metered, and therefore must be divided among the tenants, Landlord will provide a detailed ledger of such amounts and the methodology of division among the tenants. If Tenant disagrees with the amount or methodology so provided, the parties shall meet and discuss the matter. If the parties cannot come to an agreement following discussion, Tenant may terminate the Lease upon 30 days notice.

