



## **Meeting Notice**

**Thursday, April 11, 2024, at 5:00 pm  
Lower Conference Room, Gronquist Building  
1650 Railroad Ave, Arlington, OR**

Join Zoom Meeting

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

Meeting ID: 953 785 4875

+16699006833,,85648511236# US (San Jose)

+12532158782,,85648511236# US (Tacoma)

### **Budget Workshop Agenda**

- 1. Nominations**
- 2. Budget Message & Proposed Budget**
- 3. Budget Motions**
  - A. Permanent Tax Rate**
  - B. Proposed Budget**

### **Regular Commission Meeting Agenda**

**Immediately following Budget Workshop or after a Brief Break**

- 1. Call Meeting to Order**
- 2. Public Comment on Non-Agenda Items**
- 3. Consent Agenda:**
  - A. Approve Regular Meeting Minutes for March 14, 2024
  - B. Approve March 2024 Accounts Payable and Financials
  - C. Approve Legal Services Agreement with Jaques Sharp (Anna Cavaleri)
  - D. Approve Hangar Lease with Paradise Rose Chuckwagon Catering (Rod McGuire)
  - E. Approve River's Edge BBQ and Grill LLC Lease (David Richter)
- 4. Brad Baird**
  - 4.1** Columbia River Pump Station Location
  - 4.2** Questions about Fill on Peninsula
  - 4.3** Design Discussion for Alkali Ridge Subdivision
- 5. Director Report**
  - 5.1 Establish Job Description – Business & Operations Manager
  - 5.2 Willow Creek Industrial Plan – Points Consulting Monthly Report
  - 5.3 Alkali Ridge – Workforce Housing
  - 5.4 Other
- 6. President Report**
- 7. Commissioner Reports**
- 8. Executive Session, ORS 192.660(2)(e):** To conduct deliberations with the persons designated by governing body to negotiate real property transactions (*Placeholder*).
- 9. Decision or deliberations on Real Estate Transactions** (*Placeholder*).
- 10. Adjourn Meeting**

This meeting location is accessible to persons with disabilities. Any requests for other special accommodation must be made at least 48 hours before the meeting by phone (541) 705-2004.

**PORT OF ARLINGTON / JAQUES SHARP  
LEGAL SERVICES AGREEMENT**

Jaques Sharp, Attorneys at Law, located at 205 3<sup>rd</sup> Street, Hood River, Oregon, 97031, (“Attorneys”) agree to provide legal services for the Port of Arlington (“Port”) as Port general legal counsel. Duties of Attorneys shall include: (1) attendance at regular monthly Port Commission meetings, either in person or via video conference; (2) attendance at Port Commission special meetings, either in person or via video conference; (3) meetings with Port staff, Commissioners or committees when appropriate or requested by the Port; (4) providing written and oral legal opinions and advice; (5) reviewing and preparing contracts, leases, deeds and other legal documents; (6) representing the Port in contract, real estate, labor and other negotiations when requested to do so; (7) representing the Port in litigation and appeals, or supervising or associating with other legal counsel representing the Port; (8) other routine duties expected of Port general counsel and those requested by the Port Executive Director, Port Commission President or the Port Commission.

1. Principal Attorney. Anna C. Cavaleri (“Principal Attorney”), will have primary responsibility for legal work undertaken for the Port. Other attorneys and paralegals in Attorneys’ office may handle Port legal matters as determined by Principal Attorney. Attorneys will assist the Port in a professional manner, to the best of their abilities.
2. Fees. Attorneys will charge the Port an hourly rate for lawyers, paralegals and legal assistance work. Attorneys have a long-standing tradition of offering discounted hourly rates to municipal clients as a way of contributing to the success of our communities. The Principal Attorney’s hourly rate is discounted from her standard hourly rate of \$350, because the Port is a municipal client. The hourly rate for work performed by the Principal Attorney for the Port will be \$250.00 and for paralegal work the hourly rate will be \$150. Attorneys’ hourly rates will not be changed without providing the Port at least thirty (30) days prior notice and will be subject to acceptance by the Port.
3. Out-of-Pocket Expenses. In addition to legal fees, Attorneys’ bills may include out-of-pocket expenses incurred or advanced on behalf of the Port, at cost and without markup. These expenses generally will include such items as travel, postage, filing, recording, certification, and registration fees charged by governmental bodies. Expenses may also include costs of courier services, charges for computer research and complex document production, charges for photocopying materials, and costs to record documents in the public records, if necessary.
4. Consultants & Associated Legal Counsel. During the course of Attorneys’ representation, Attorneys may hire third parties to provide services on behalf of the Port. These services may include such things as consulting or testifying experts, investigators, providers of litigation support, and court reporters. Because of the legal “work product” protection afforded to services that an attorney requests from third parties, in certain situations Attorneys may assume responsibility for retaining appropriate service providers. For some Port matters, and with the Port’s prior authorization, Attorneys may consult or associate with other lawyers outside Attorneys’ office to provide assistance. Port will be responsible for paying all fees and expenses directly to the service providers or reimbursing Attorneys for these expenses.
5. Alternative Fees. In some circumstances, with prior Port approval Attorneys may charge the Port different rates, such as for litigation or appeals.
6. Billings. Attorneys will bill the Port monthly. Bills are payable within thirty (30) days of receipt. Bills will contain a concise summary of each matter for which legal services are rendered, the fee that is charged,

and list costs. Attorneys invite the Port to discuss with Attorneys any questions concerning a fee charged for any matter, or questions about billed costs. Attorneys want the Port to be satisfied with both the quality of Attorneys' services and the reasonableness of the fees charged for those services. Attorneys will attempt to provide as much billing information as the Port desires and will discuss any billing issue with Port at any time.

7. Files. The Port has the right to receive contents of its files at any time. The Port consents to and agrees that Attorneys may destroy documents in any Port legal file at Attorneys' office if ten (10) or more years have passed since our office closed the file. Attorneys may decide to retain some Port legal files for a longer period.

8. Relationships with Other Clients. Because Attorneys are a full-service law firm with many clients, Attorneys may be asked to represent a client with respect to interests that are adverse to those of another client who is represented by Attorneys' firm in connection with another matter. Attorneys' firm is not prevented from representing other persons who may disagree with the Port, or who may have business interests potentially affected by the Port, provided the matter Attorneys are handling for another client is not directly related to a matter Attorneys are handling for the Port. If Attorneys determine there is a potential conflict with Attorneys' representation of the Port and another client, Attorneys may provide written notice of the potential conflict to the Port and to Attorneys' other client and seek the consent of both parties to Attorneys' representation of the Port.

9. Malpractice Insurance. Attorneys' firm will maintain professional malpractice insurance during our representation of the Port with coverage equal to or exceeding Oregon State Bar requirements.

10. Termination. The Port has the right to terminate Attorneys' representation at any time. Attorneys have the same right, subject to Attorneys' obligation to give the Port reasonable notice to arrange alternative representation and, if required, to obtain permission from the judge before whom a litigation matter is pending.

The Port's agreement to this engagement constitutes its acceptance of the foregoing terms. If any of these terms are unacceptable to the Port, now or in the future, please advise Attorneys so that Attorneys can resolve any differences and proceed with a clear, complete and consistent understanding of the Attorneys/Port relationship.

JAQUES SHARP, ATTORNEYS AT LAW

Anna C. Cavaleri

Anna C. Cavaleri (Apr 2, 2024 10:57 PDT)

By: Anna C. Cavaleri

Title: Partner

Date: April 2, 2024

PORT OF ARLINGTON

By: Jed Crowther

Title: Executive Director

Date: \_\_\_\_\_



**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).** On the Commencement Date and for the Initial Term, Tenant shall pay to Landlord as rent for the Property the sum of **Three Hundred Dollars (\$300.00)** per month, in advance (the "rent" or sometimes referred to as the "base rent"). Commencing on the first day of the Extension Term and thereafter, the lease rent rate shall be **Five Hundred Dollars (\$500.00)** per month. Rent for the first month shall be paid on or prior to 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.

## **3. Use of Property**

**3.1 Permitted Use.** Tenant will use the Property only for the following purpose(s): indoor storing and staging of household goods ("Permitted Use"). No other use may be made of the Property without the prior written approval of Landlord, which may be granted or denied in the sole discretion of Landlord.

**3.2 Compliance with Legal Requirements.** In connection with its use, Tenant shall keep and maintain the Property in compliance with all applicable laws, rules, regulations and ordinances of all federal, state, county, municipal and other public authorities having or claiming

jurisdiction, and other recorded covenants, conditions and restrictions affecting the Property (collectively, the “**Legal Requirements**”).

**3.3 Nondisturbance.** The rights of Tenant to the Property shall not be disturbed, cancelled, terminated or otherwise interfered with by Landlord during the Term of this Lease.

**3.4 Hazardous Substances.** Landlord has no knowledge as to whether hazardous substances have been generated, released, stored or deposited over, beneath, or on the Property.

Tenant (as to the Property, during the Term) and Landlord (as to any adjoining property owned or operated by it), if any, shall not allow or permit any Hazardous Substances to be generated, released, used, stored or deposited on or in the Property or adjoining property, except to the extent that any Hazardous Substances exist on the Property or adjacent property, or in the ordinary course of maintaining and operating such property and in strict compliance with applicable Environmental Laws (as defined below).

The term “**hazardous substances**” is used in its very broadest sense, and refers to materials which because of their quantity, concentration, or physical, chemical, or infectious characteristics may cause or pose a present or potential hazard to human health or the environment when improperly handled, treated, stored, transported, disposed of, or otherwise managed. The term shall include, but is not limited to, all hazardous substances, hazardous materials and hazardous wastes listed by the U.S. Environmental Protection Agency and the state in which the Property is located under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Toxic Substances Control Act (TSCA), and the Federal Water Pollution Control Act (FWPCA), the Emergency Planning and Community Right-to-Know Act (EPCRA), the Clean Air Act (CAA) and any and all other federal, state and local statutes or ordinances applicable to the protection of human health or the environment (the “**Environmental Laws**”).

**3.5 Limits on Use.** Tenant will not use, nor permit anyone else to use, the Property in a manner, nor permit anything to be done on the Property, that (a) adversely impacts, or is likely to adversely impact the Property, or any element or part of the Property, or the operations of the Property; (b) creates any condition that is a safety hazard; (c) creates a condition that may increase the rate of fire insurance for the Property or would prevent Landlord from taking advantage of any ruling of an insurance rating bureau that would allow Landlord to obtain reduced rates for its insurance policies, or violates any requirements of Tenant’s insurance carrier; or (d) creates a hazard or a nuisance to other tenants or occupants of the Property.

#### **4. Improvements; Maintenance; Taxes; Utilities**

**4.1 Improvements.** Tenant will not make any alterations, additions, or improvements to the Property, modify the color of the interior of the Property, or install any wall or floor covering therein without obtaining Landlord’s prior written consent, which consent Landlord may withhold in Landlord’s sole discretion. If Landlord consents in writing to any proposed alteration of the Property, Tenant will (i) contract only with a Landlord-approved contractor for the performance of the alterations, (ii) obtain all necessary governmental permits and approvals and deliver copies thereof to Landlord, and (iii) cause all alterations to be completed in compliance with Landlord-

approved plans and specifications with all due diligence. Except for removable machinery and unattached movable trade fixtures, all improvements, alterations, wiring, cables, or conduit installed by Tenant will immediately become part of the Property, with title vested in Landlord. Landlord may require that Tenant remove any such improvements, alterations, wiring, cables, or conduit installed by or for Tenant and restore the Property to good condition and repair upon expiration or earlier termination of this Lease. Any contractor used by Tenant for any work on the Property will be subject to review and approval by Landlord, and Landlord may post notices of nonresponsibility in connection with any work being performed in the Property by or at the request of Tenant. All work on the Property by or at Tenant's request must comply with all applicable Laws. Tenant will not permit any liens to attach to the Property as a result of any work performed by or at Tenant's request.

**4.2 Tenant Maintenance and Repairs.** Tenant, or its sublessors, as determined by Tenant, will be responsible for maintaining the Property in good order, condition, repair, operating condition, working order and appearance, and in accordance with all applicable Legal Requirements and Environmental Laws. Tenant shall obtain a yearly maintenance inspection identifying maintenance and repair needs for the Property, a copy of which shall be provided to Landlord.

**4.3 Landlord Maintenance.** Landlord will repair, maintain, and/or replace, if necessary, the roof, foundation, exterior walls, electrical systems and plumbing systems. Tenant expressly waives the benefits of any statute now or later in effect that would otherwise give Tenant the right to make repairs at Landlord's expense and deduct that cost from Rent owing to Landlord.

**4.4 Utilities and Services.** Tenant shall open an account and be directly billed by utility providers for all charges for utilities and services supplied to the Property. Tenant shall pay all charges for utilities and services, including without limitation any applicable "hookup" and service charges for electricity, gas, telephone, internet, cable, water, and sewer. Landlord will not be liable for any failure or interruption of utilities or services to the Property.

## **5. Insurance; Restoration of Damage**

**5.1 Liability Insurance.** At all times during the Term of this Lease, Tenant, at its expense, will maintain commercial general liability insurance in respect to the Premises and the conduct or operation of business in it, naming Landlord and its managing agent, if any, as additional insureds, with a limit of not less than one million dollars (\$1,000,000) per each occurrence. All such insurance will insure the Tenant's performance of the indemnity agreement as to liability for bodily injury to, illness of, or death of persons and damage to property set forth in this Lease. If applicable, Tenant will carry liquor-liability insurance in an amount and in form acceptable to Landlord. Tenant will pay for and deliver to Landlord and any additional insured such policies or certificates of insurance, in a form reasonably satisfactory to Landlord, issued by the insurance company or its authorized agent, at least ten (10) days before the Lease Commencement Date. Tenant will procure and pay for renewals of such insurance from time to time before the expiration thereof, and Tenant will deliver to Landlord and any additional insured the renewal policy at least thirty (30) days before the expiration of any existing policy. All such policies must contain a provision whereby the same cannot be canceled or modified unless Landlord and any additional insured are given at least thirty (30) days' prior written notice of the

cancellation or modification. All policies may be part of blanket coverage relating to properties owned or leased by the Tenant.

**5.2 Indemnification.** Tenant will indemnify, defend, and hold harmless Landlord and Landlord's officers, directors, partners, employees, agents, and independent contractors from any and all claims or liability for any uninsured damage to any property and for any injury, illness, or death of any person occurring in or on the Premises when the damage, injury, illness, or death is caused by the act or failure to act of Tenant, its agents, servants, employees, invitees, or licensees, by any breach of this Lease by Tenant, or by any use of the Premises during the Term. This indemnity will apply even if a third-party claim arises from Landlord's negligence to the extent that the claim is covered by Tenant's liability insurance, it being the intent of the parties that Tenant's contractual liability insurance coverage will be the primary source of coverage for any third-party claims for accidents occurring in or on the Premises regardless of whether Tenant or Landlord is at fault. The Tenant's duty of indemnification shall survive the termination of this lease.

**6. Condemnation**

If the entire Property is condemned, or if a portion is taken which causes the remainder to be reasonably unusable for the use permitted hereunder, then this Lease shall terminate as of the date upon which possession of the Property is taken by the condemning authority.

**7. Transfers by Tenant Prohibited Without Consent.**

Except as expressly provided herein, Tenant shall not assign, pledge, hypothecate, encumber or otherwise transfer its leasehold interest and interest in the improvements on the Property without the written consent of Landlord, which consent may be withheld in Landlord's sole discretion. An unauthorized transfer under this section shall be deemed a default of this Lease and entitle Landlord to terminate this Lease.

**8. Events of Default**

The following shall be "Events of Default":

**8.1 Unauthorized Transfer.** Tenant's assignment, pledge, sublease, encumbrance or other transfer of Tenant's leasehold interest without the prior written consent of Landlord.

**8.2 Payment Default.** Failure of Tenant to make any rent or other payment to be made to Landlord under this Lease within 20 days after receipt of written notice of nonpayment.

**8.3 Default in Other Covenants.** Failure of Tenant to comply with any other term or condition or fulfill any other obligation of this Lease within 30 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be remedied fully within the 30-day period, this requirement shall be satisfied if Tenant begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.



**8.4 Notice of Action to Retake or File Suit.** Prior to taking any action to re-enter or retake possession of the Property, or to sue Tenant for damages for default, Landlord will provide Tenant with at least ten days' notice of Landlord's intent to pursue the particular remedy or remedies if the default is not cured within such time period. Such notice may be given concurrently with or separately from the notices specified above.

**9. Remedies on Default**

Upon default, after expiration of notice and cure periods provided in Section 8, Landlord may exercise any one or more of the following remedies:

**9.1 Termination.** In the event of a default the Lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the Lease is terminated by election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default, and Landlord may reenter, take possession of the Property and remove any persons or personal property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

**9.2 Re-letting.** Following reentry or abandonment, Landlord may re-let the property and in that connection may make any suitable alterations or refurbish the Property, or both, or change the character or use of the Property, but Landlord shall not be required to re-let for any use or purpose other than that specified in the lease or which Landlord may reasonably consider injurious to the Property or to any tenant that Landlord may reasonably consider objectionable. Landlord may re-let all or part of the Property, alone or in conjunction with other properties for a term longer or shorter than the term of this lease, on any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

**9.3 Damages for Default.** Landlord may recover all damages caused by the default. Landlord may sue periodically to recover damages as they accrue during the remainder of the lease term without barring a later action for further damages. Landlord may at any time bring an action for accrued damages plus damages for the remaining lease term equal to the difference between the rent specified in this Lease and the reasonable rental value of the Property for the remainder of the term, discounted to the time of judgment at the rate of 9 percent per annum.

**9.4 Cure of Tenant's Default.** Without prejudice to any other remedy for default, Landlord may perform any obligation or make any payment required to cure a default by Tenant. The reasonable cost of performance, including reasonable attorneys' fees and all disbursements, shall immediately be repaid by Tenant upon demand, together with interest from the date of expenditure until fully paid at the rate of 12 percent per annum, but not in any event at a rate greater than the maximum rate of interest permitted by law.

**9.5 Other Remedies.** Landlord may exercise any other remedy available under applicable law. Landlord may terminate this Lease and take possession of the Property, and Landlord may pursue any other legal remedy for breach of contract, including (without limitation) specific performance, collection of damages, and collection of attorneys' fees and other costs and expenses.

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## 10. General Provisions

**10.1 Modifications.** This Lease may not be modified except by endorsement in writing attached to this Lease, dated and signed by the parties. Neither party shall be bound by any statement of any agent or employee modifying this Lease, except for any person which the party has specifically designated in writing as its representative.

**10.2 Nonwaiver.** Waiver of performance of any provision shall not be a waiver of nor prejudice the party's right otherwise to require performance of the same provision or any other provision.

**10.3 Succession.** Subject to the limitations on transfer of Tenant's interest, this Lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns.

**10.4 Entry by Landlord.** Landlord or its authorized representatives may enter the Property at any time without any restrictions from Tenant.

**10.5 Estoppel Certificates.** Within 10 days after receipt of written request, each party shall deliver a written statement to the requesting party stating the date to which the rent and other charges have been paid, whether the Lease is unmodified and in full force and effect, and any other matters that may reasonably be requested.

**10.6 Notices.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications required or permitted by the terms hereof to be given (collectively "**Notices**") shall be given in writing and effective upon receipt. Notices may be served: by certified or registered mail, postage paid with return receipt requested; by private courier, prepaid; by telex, facsimile, or other telecommunication device capable of transmitting or creating a written record; or personally. Mailed Notices shall be deemed received three business days after mailing, properly addressed. Couriered Notices shall be deemed received when delivered as addressed, or if the addressee refuses delivery, when presented for delivery notwithstanding such refusal. With respect to any notice sent by telex, facsimile, email, or other telecommunication device, the term "receipt" will mean electronic verification that transmission to the recipient was completed, if such transmission occurs during the normal business hours, or otherwise on the next business day after the date of transmission. Personal delivery of Notices shall be effective when accomplished. Unless a party changes its address by giving notice to the other party as provided herein, Notices shall be delivered to the parties at the addresses first set forth above.

**10.7 Attorneys' Fees.** In the event suit or action is instituted to interpret or enforce the terms of this Lease, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial, upon appeal and on any petition for review, in addition to all other sums provided by law.

**10.8 Relationship of Parties.** The relationship of the parties to this Lease is that of landlord and tenant. Landlord is not a partner or joint venturer with Tenant in any respect or for any purpose in the conduct of Tenant's business or otherwise.

**10.9 Applicable Law.** The Property is located in the State of Oregon. The parties agree that the law of such State shall be applicable for purposes of construing and determining the validity of this Lease. Any claim, action, suit or proceeding (collectively, "Claim") between Landlord and Tenant that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Gilliam County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

**10.10 Prior Agreements.** This Lease (including all exhibits, incorporated herein) is the entire, final, and complete agreement of the parties with respect to the matters set forth in this Lease, and supersedes and replaces all written and oral agreements previously made or existing by and between the parties or their representatives with respect to such matters.

**10.11 Validity of Provisions.** If any of the provisions contained in this Lease shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining provisions contained in this Lease shall not be affected.

**10.12 Recording; Quitclaim.** Tenant shall not file or record this Lease without the specific prior written consent of Landlord. Upon expiration or earlier termination of this Lease, Tenant shall promptly execute, acknowledge and deliver to Landlord any quitclaim deed or other document required by Landlord or a title company to remove the cloud of this Lease from the Property and to evidence the termination of Tenant's interests in the Property and improvements that will remain on the Property.

**10.13 Merger of Estates.** In the event and at such time as Landlord may own and hold both the landlord's and tenant's interest under this Lease, this Lease will terminate automatically by merger of estates.

**10.14 Authorization of Lease; Facsimile, or Email Signatures.** Each party covenants and warrants to the other that the person(s) executing this Lease on behalf of the party is duly authorized to execute and bind the party under this Lease. Facsimile or email transmission of any signed original document, and retransmission of any signed facsimile or email transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm facsimile or email-transmitted signatures by signing an original document.

**10.15 Brokers.** Neither party has used a real estate broker in connection with this transaction. Each party will defend, indemnify, and hold harmless from any claim, loss, or liability made or imposed by any other party claiming a commission or fee in connection with this transaction and arising out of its own conduct.

**10.16 Section Headings.** The headings to the sections and paragraphs of this Lease are included only for the convenience of the parties and shall not have the effect of enlarging, diminishing, or affecting the interpretation of its terms.

**10.17 Joinder in Instruments.** Upon reasonable request from time to time, Landlord shall join with Tenant in any conveyance, dedication, grant of easement or license or other instrument as shall be reasonably necessary or convenient to provide public utility service to the

Property or in order to allow development or use of the Property by Tenant. Landlord shall not be required to incur any cost or expense by virtue of the provision of this paragraph.

**10.18 Exhibits.** All exhibits and attachments to the Lease are hereby incorporated as part of the body of this instrument.

**IN WITNESS WHEREOF**, the undersigned has caused this Lease to be duly executed by a person or officer thereunto duly authorized as of the date and year first above written.

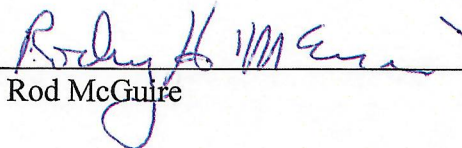
**LANDLORD:**

**PORT OF ARLINGTON:**

By: \_\_\_\_\_  
Leah Shannon (Date)  
Board Chair

**TENANT:**

**PARADISE ROSE CHUCKWAGON CATERING  
ROD MCGUIRE:**

By:  \_\_\_\_\_  
Rod McGuire (Date)

3E

**COMMERCIAL BUILDING LEASE**

THIS LEASE (“Lease”) is entered into this 1st day of April, 2024, by and between the following parties:

**LANDLORD:** **Port of Arlington** (“Landlord”)
100 Arlington Port Rd.
Arlington, Oregon 97812

and

**TENANT:** **River’s Edge BBQ & Grill LLC** (“Tenant”)
P.O. Box 505
Arlington, Oregon 97812

**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 (also referenced as 1665 Railroad Avenue).
- B. Tenant desires to lease a portion of the Property consisting of the top floor kitchen, dining room, and bar area, including the hallways and restrooms to be used in common 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 a restaurant and bar.

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 1st day of April, 2024, (the “Commencement Date”) and end on the 31st day of December, 2024, unless sooner terminated or extended as provided in this Lease.

**1.3 Extension Term.** If Tenant is not in default of this Lease, Tenant and Landlord may renew this Lease for additional terms, the duration of which and other terms, including rental amount, shall be as agreed by the parties (“Extension Term”). The Extension Term will be exercised by written notice given to Landlord not less than ninety (90) days, nor more than one hundred eighty (180) days before the expiration of the initial term following the Commencement Date or any extension term.

**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 **One Thousand Seven Hundred Fifty Dollars (\$1,750.00)** per month, in advance (the "rent" or sometimes referred to as the "base rent"). Rent for the first month shall be paid on or prior to 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.** Except for taxes in the amount of **\$500.00** and utilities in the amount of **\$250.00 which are included in the base rent**, 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, insurance charges, assessments, governmental charges, 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.

## **3. Use of Property**

**3.1 Permitted Use.** Tenant will use the Property only for the following purpose(s): operation of a restaurant and bar ("Permitted Use"). No other use may be made of the Property without the prior written approval of Landlord, which may be granted or denied in the sole discretion of Landlord.

**3.2 Compliance with Legal Requirements.** In connection with its use, Tenant shall keep and maintain the Property in compliance with all applicable laws, rules, regulations and ordinances of all federal, state, county, municipal and other public authorities having or claiming jurisdiction, and other recorded covenants, conditions and restrictions affecting the Property (collectively, the "Legal Requirements").

**3.3 Nondisturbance.** The rights of Tenant to the Property shall not be disturbed, cancelled, terminated or otherwise interfered with by Landlord during the Term of this Lease.

**3.4 Hazardous Substances.** Landlord has no knowledge as to whether hazardous substances have been generated, released, stored or deposited over, beneath, or on the Property.

Tenant (as to the Property, during the Term) and Landlord (as to any adjoining property owned or operated by it), if any, shall not allow or permit any Hazardous Substances to be generated, released, used, stored or deposited on or in the Property or adjoining property, except to the extent that any Hazardous Substances exist on the Property or adjacent property, or in the ordinary course of maintaining and operating such property and in strict compliance with applicable Environmental Laws (as defined below).

The term “**hazardous substances**” is used in its very broadest sense, and refers to materials which because of their quantity, concentration, or physical, chemical, or infectious characteristics may cause or pose a present or potential hazard to human health or the environment when improperly handled, treated, stored, transported, disposed of, or otherwise managed. The term shall include, but is not limited to, all hazardous substances, hazardous materials and hazardous wastes listed by the U.S. Environmental Protection Agency and the state in which the Property is located under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Toxic Substances Control Act (TSCA), and the Federal Water Pollution Control Act (FWPCA), the Emergency Planning and Community Right-to-Know Act (EPCRA), the Clean Air Act (CAA) and any and all other federal, state and local statutes or ordinances applicable to the protection of human health or the environment (the “**Environmental Laws**”).

**3.5 Limits on Use.** Tenant will not use, nor permit anyone else to use, the Property in a manner, nor permit anything to be done on the Property, that (a) adversely impacts, or is likely to adversely impact the Property, or any element or part of the Property, or the operations of the Property; (b) creates any condition that is a safety hazard; (c) creates a condition that may increase the rate of fire insurance for the Property or would prevent Landlord from taking advantage of any ruling of an insurance rating bureau that would allow Landlord to obtain reduced rates for its insurance policies, or violates any requirements of Tenant’s insurance carrier; or (d) creates a hazard or a nuisance to other tenants or occupants of the Property.

#### **4. Improvements; Maintenance; Taxes; Utilities**

**4.1 Improvements.** Tenant will not make any alterations, additions, or improvements to the Property, modify the color of the interior of the Property, or install any wall or floor covering therein without obtaining Landlord’s prior written consent, which consent Landlord may withhold in Landlord’s sole discretion. If Landlord consents in writing to any proposed alteration of the Property, Tenant will (i) contract only with a Landlord-approved contractor for the performance of the alterations, (ii) obtain all necessary governmental permits and approvals and deliver copies thereof to Landlord, and (iii) cause all alterations to be completed in compliance with Landlord-approved plans and specifications with all due diligence. Except for removable machinery and unattached movable trade fixtures, all improvements, alterations, wiring, cables, or conduit installed by Tenant will immediately become part of the Property, with title vested in Landlord.

Landlord may require that Tenant remove any such improvements, alterations, wiring, cables, or conduit installed by or for Tenant and restore the Property to good condition and repair upon expiration or earlier termination of this Lease. Any contractor used by Tenant for any work on the Property will be subject to review and approval by Landlord, and Landlord may post notices of nonresponsibility in connection with any work being performed in the Property by or at the request of Tenant. All work on the Property by or at Tenant's request must comply with all applicable Laws. Tenant will not permit any liens to attach to the Property as a result of any work performed by or at Tenant's request.

**4.2 Tenant Maintenance and Repairs.** Tenant, or its sublessors, as determined by Tenant, will be responsible for maintaining the Property, including all access doors in good order, condition, repair, operating condition, working order and appearance, and in accordance with all applicable Legal Requirements and Environmental Laws. Tenant shall obtain a yearly maintenance inspection identifying maintenance and repair needs for the Property, a copy of which shall be provided to Landlord.

**4.3 Landlord Maintenance.** Landlord will repair, maintain, and/or replace, if necessary, the roof, foundation, exterior walls, electrical systems and plumbing systems. Landlord shall also repair, maintain, and/or replace, if necessary, the HVAC system on the Property to the extent it is covered by a service contract. Tenant expressly waives the benefits of any statute now or later in effect that would otherwise give Tenant the right to make repairs at Landlord's expense and deduct that cost from Rent owing to Landlord.

**4.4 Utilities and Services.** Tenant is currently being provided with the following utilities: power, water, sewer, garbage, and wi-fi ("Base Utilities"), which comprises \$250.00 of the monthly \$1,750.00 base rent. For any other utility and/or service which Tenant obtains, Tenant shall open an account and be directly billed by providers for all charges associated with any other utilities or services supplied to the Property other than Base Utilities, including any applicable "hookup" or other service charges. Landlord will not be liable for any failure or interruption of utilities or services to the Property. Tenant shall be responsible for all alarm callout costs caused by Tenant.

## **5. Insurance; Restoration of Damage**

**5.1 Liability Insurance.** At all times during the Term of this Lease, Tenant, at its expense, will maintain commercial general liability insurance in respect to the Premises and the conduct or operation of business in it, naming Landlord and its managing agent, if any, as additional insureds, with a limit of not less than one million dollars (\$1,000,000) per each occurrence. All such insurance will insure the Tenant's performance of the indemnity agreement as to liability for bodily injury to, illness of, or death of persons and damage to property set forth in this Lease. If applicable, Tenant will carry liquor-liability insurance in an amount and in form acceptable to Landlord. Tenant will pay for and deliver to Landlord and any additional insured such policies or certificates of insurance, in a form reasonably satisfactory to Landlord, issued by the insurance company or its authorized agent, at least ten (10) days before the Lease Commencement Date. Tenant will procure and pay for renewals of such insurance from time to time before the expiration thereof, and Tenant will deliver to Landlord and any additional insured the renewal policy at least thirty (30) days before the expiration of any existing policy. All such



policies must contain a provision whereby the same cannot be canceled or modified unless Landlord and any additional insured are given at least thirty (30) days' prior written notice of the cancellation or modification. All policies may be part of blanket coverage relating to properties owned or leased by the Tenant.

**5.2 Indemnification.** Tenant will indemnify, defend, and hold harmless Landlord and Landlord's officers, directors, partners, employees, agents, and independent contractors from any and all claims or liability for any uninsured damage to any property and for any injury, illness, or death of any person occurring in or on the Premises when the damage, injury, illness, or death is caused by the act or failure to act of Tenant, its agents, servants, employees, invitees, or licensees, by any breach of this Lease by Tenant, or by any use of the Premises during the Term. This indemnity will apply even if a third-party claim arises from Landlord's negligence to the extent that the claim is covered by Tenant's liability insurance, it being the intent of the parties that Tenant's contractual liability insurance coverage will be the primary source of coverage for any third-party claims for accidents occurring in or on the Premises regardless of whether Tenant or Landlord is at fault. The Tenant's duty of indemnification shall survive the termination of this lease.

**6. Condemnation.** If the entire Property is condemned, or if a portion is taken which causes the remainder to be reasonably unusable for the use permitted hereunder, then this Lease shall terminate as of the date upon which possession of the Property is taken by the condemning authority.

**7. Transfers by Tenant Prohibited Without Consent.** Except as expressly provided herein, Tenant shall not assign, pledge, hypothecate, encumber or otherwise transfer its leasehold interest and interest in the improvements on the Property without the written consent of Landlord, which consent may be withheld in Landlord's sole discretion. An unauthorized transfer under this section shall be deemed a default of this Lease and entitle Landlord to terminate this Lease.

## **8. Events of Default**

The following shall be "**Events of Default**":

**8.1 Unauthorized Transfer.** Tenant's assignment, pledge, sublease, encumbrance or other transfer of Tenant's leasehold interest without the prior written consent of Landlord.

**8.2 Payment Default.** Failure of Tenant to make any rent or other payment to be made to Landlord under this Lease within 20 days after receipt of written notice of nonpayment.

**8.3 Default in Other Covenants.** Failure of Tenant to comply with any other term or condition or fulfill any other obligation of this Lease within 30 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be remedied fully within the 30-day period, this requirement shall be satisfied if Tenant begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

**8.4 Notice of Action to Retake or File Suit.** Prior to taking any action to re-enter or retake possession of the Property, or to sue Tenant for damages for default, Landlord will provide

Tenant with at least ten days' notice of Landlord's intent to pursue the particular remedy or remedies if the default is not cured within such time period. Such notice may be given concurrently with or separately from the notices specified above.

## **9. Remedies on Default**

Upon default, after expiration of notice and cure periods provided in Section 8, Landlord may exercise any one or more of the following remedies:

**9.1 Termination.** In the event of a default the Lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the Lease is terminated by election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default, and Landlord may reenter, take possession of the Property and remove any persons or personal property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

**9.2 Re-letting.** Following reentry or abandonment, Landlord may re-let the property and in that connection may make any suitable alterations or refurbish the Property, or both, or change the character or use of the Property, but Landlord shall not be required to re-let for any use or purpose other than that specified in the lease or which Landlord may reasonably consider injurious to the Property or to any tenant that Landlord may reasonably consider objectionable. Landlord may re-let all or part of the Property, alone or in conjunction with other properties for a term longer or shorter than the term of this lease, on any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

**9.3 Damages for Default.** Landlord may recover all damages caused by the default. Landlord may sue periodically to recover damages as they accrue during the remainder of the lease term without barring a later action for further damages. Landlord may at any time bring an action for accrued damages plus damages for the remaining lease term equal to the difference between the rent specified in this Lease and the reasonable rental value of the Property for the remainder of the term, discounted to the time of judgment at the rate of 9 percent per annum.

**9.4 Cure of Tenant's Default.** Without prejudice to any other remedy for default, Landlord may perform any obligation or make any payment required to cure a default by Tenant. The reasonable cost of performance, including reasonable attorneys' fees and all disbursements, shall immediately be repaid by Tenant upon demand, together with interest from the date of expenditure until fully paid at the rate of 12 percent per annum, but not in any event at a rate greater than the maximum rate of interest permitted by law.

**9.5 Other Remedies.** Landlord may exercise any other remedy available under applicable law. Landlord may terminate this Lease and take possession of the Property, and Landlord may pursue any other legal remedy for breach of contract, including (without limitation) specific performance, collection of damages, and collection of attorneys' fees and other costs and expenses.

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## **10. General Provisions**

**10.1 Modifications.** This Lease may not be modified except by endorsement in writing attached to this Lease, dated and signed by the parties. Neither party shall be bound by any statement of any agent or employee modifying this Lease, except for any person which the party has specifically designated in writing as its representative.

**10.2 Nonwaiver.** Waiver of performance of any provision shall not be a waiver of nor prejudice the party's right otherwise to require performance of the same provision or any other provision.

**10.3 Succession.** Subject to the limitations on transfer of Tenant's interest, this Lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns.

**10.4 Entry by Landlord.** Landlord or its authorized representatives may enter the Property at any time without any restrictions from Tenant.

**10.5 Estoppel Certificates.** Within 10 days after receipt of written request, each party shall deliver a written statement to the requesting party stating the date to which the rent and other charges have been paid, whether the Lease is unmodified and in full force and effect, and any other matters that may reasonably be requested.

**10.6 Notices.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications required or permitted by the terms hereof to be given (collectively "**Notices**") shall be given in writing and effective upon receipt. Notices may be served: by certified or registered mail, postage paid with return receipt requested; by private courier, prepaid; by telex, facsimile, or other telecommunication device capable of transmitting or creating a written record; or personally. Mailed Notices shall be deemed received three business days after mailing, properly addressed. Couriers Notices shall be deemed received when delivered as addressed, or if the addressee refuses delivery, when presented for delivery notwithstanding such refusal. With respect to any notice sent by telex, facsimile, email, or other telecommunication device, the term "receipt" will mean electronic verification that transmission to the recipient was completed, if such transmission occurs during the normal business hours, or otherwise on the next business day after the date of transmission. Personal delivery of Notices shall be effective when accomplished. Unless a party changes its address by giving notice to the other party as provided herein, Notices shall be delivered to the parties at the addresses first set forth above.

**10.7 Attorneys' Fees.** In the event suit or action is instituted to interpret or enforce the terms of this Lease, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial, upon appeal and on any petition for review, in addition to all other sums provided by law.

**10.8 Relationship of Parties.** The relationship of the parties to this Lease is that of landlord and tenant. Landlord is not a partner or joint venturer with Tenant in any respect or for any purpose in the conduct of Tenant's business or otherwise.

**10.9 Applicable Law.** The Property is located in the State of Oregon. The parties agree that the law of such State shall be applicable for purposes of construing and determining the validity of this Lease. Any claim, action, suit or proceeding (collectively, "Claim") between Landlord and Tenant that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Gilliam County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

**10.10 Prior Agreements.** This Lease (including all exhibits, incorporated herein) is the entire, final, and complete agreement of the parties with respect to the matters set forth in this Lease, and supersedes and replaces all written and oral agreements previously made or existing by and between the parties or their representatives with respect to such matters.

**10.11 Validity of Provisions.** If any of the provisions contained in this Lease shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining provisions contained in this Lease shall not be affected.

**10.12 Recording; Quitclaim.** Tenant shall not file or record this Lease without the specific prior written consent of Landlord. Upon expiration or earlier termination of this Lease, Tenant shall promptly execute, acknowledge and deliver to Landlord any quitclaim deed or other document required by Landlord or a title company to remove the cloud of this Lease from the Property and to evidence the termination of Tenant's interests in the Property and improvements that will remain on the Property.

**10.13 Merger of Estates.** In the event and at such time as Landlord may own and hold both the landlord's and tenant's interest under this Lease, this Lease will terminate automatically by merger of estates.

**10.14 Authorization of Lease; Facsimile, or Email Signatures.** Each party covenants and warrants to the other that the person(s) executing this Lease on behalf of the party is duly authorized to execute and bind the party under this Lease. Facsimile or email transmission of any signed original document, and retransmission of any signed facsimile or email transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm facsimile or email-transmitted signatures by signing an original document.

**10.15 Brokers.** Neither party has used a real estate broker in connection with this transaction. Each party will defend, indemnify, and hold harmless from any claim, loss, or liability made or imposed by any other party claiming a commission or fee in connection with this transaction and arising out of its own conduct.

**10.16 Section Headings.** The headings to the sections and paragraphs of this Lease are included only for the convenience of the parties and shall not have the effect of enlarging, diminishing, or affecting the interpretation of its terms.

**10.17 Joinder in Instruments.** Upon reasonable request from time to time, Landlord shall join with Tenant in any conveyance, dedication, grant of easement or license or other instrument as shall be reasonably necessary or convenient to provide public utility service to the

Property or in order to allow development or use of the Property by Tenant. Landlord shall not be required to incur any cost or expense by virtue of the provision of this paragraph.

**10.18 Exhibits.** All exhibits and attachments to the Lease are hereby incorporated as part of the body of this instrument.

**IN WITNESS WHEREOF**, the undersigned has caused this Lease to be duly executed by a person or officer thereunto duly authorized as of the date and year first above written.

**LANDLORD:**

**PORT OF ARLINGTON:**

By: \_\_\_\_\_  
Ronald D. Wilson (Date)  
Vice Board Chair

**TENANT:**

**RIVER'S EDGE BBQ AND GRILL LLC:**

By: \_\_\_\_\_  
David Richter (Date)  
Member



# DIRECTOR REPORT

April 4, 2024

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## **Budget Workshop**

The Budget Workshop occurs first by following the attached Minutes Outline, of Nominations, etc. The Budget Message gives a general overview, plus the Summary Page and the Itemized Entries. After Budget Review and Motions are completed, we will proceed with Regular Meeting Agenda.

**3.0 Consent Agenda** Current minutes and financials, and contracts already previously discussed. If more discussion is desired, specific items may be added to the regular agenda.

Brad Baird will present three items:

### **4.1 Columbia River Pump Station Location**

### **4.2 Questions about Fill on Peninsula**

### **4.3 Design Discussion for Alkali Ridge Subdivision**

Director Report:

### **5.1 Establish Job Description – Business & Operations Manager**

I previously introduced a plan to establish a job description for Business & Operations Manager. The job description of Administrative Assistant (2018) is attached, together with a new draft job description for Business & Operations Manager (2024). I believe it more fully details the additional tasks performed, including grants, leases, audits, website, and continuing education. As noted, this proposed position is structured for promotion from within the Port upon proven performance as Administrative Assistant. Upon approval, the new position would be added in July 2024.

***Motion: Move to approve Job Description for Business & Operations Manager.***

### **5.2 Willow Creek Industrial Plan – Points Consulting Monthly Report**

The Willow Creek team of consultants came for a site tour on April 1. I am impressed with their teamwork and expertise, and their interest and interaction in community-wide projects.

### **5.3 Alkali Ridge – Workforce Housing**

Alkali Ridge continues to progress, with the mutual goal to prepare city lots for workforce housing. Anderson-Perry is well-underway with engineering design for the new looped road and extension roadway to serve the lots, as approved by Planning Commission of Tentative Plan in November. Subdivision infrastructure will create buildable lots, although it won't build housing immediately.

An alternate opinion was shared at County Court for immediate housing, by building on infill lots. However, I think we need to continue to move forward with what we planned, as we can't suddenly change the County Grant Award, nor abruptly pivot to purchase land, or to go a different direction.

Meanwhile, as we focus on the front Lot 1 for workforce housing, we continue to explore potential housing options, including a recent tour of the TLC modular construction facility in Goldendale.

Port of Arlington

Job Description (2018)

- Working Title:** Administrative Assistant
- Supervisor:** The Port of Arlington Board of Commissioners
- Position:** 40 hours per week and full benefits following training period
- Salary:** TBD by the Port of Arlington Board of Commissioners

**POSITION OBJECTIVES:** To provide support to the Economic Development Officer and the Port Commissioners. The Administrative Assistant must work at the highest level of integrity, honesty and openness.

**SUMMARY OF DUTIES AND RESPONSIBILITIES:**

- Prepare Budget and Accounting Documents and Reports
- Process all payroll and personnel documents
- Prepare all Payables and Receivables
- Receptionist duties: Answer phone; Pick up mail daily and distribute
- Meet and greet visitors and customers; RV Park Reservations; Fuel Sales
- Perform general clerical duties including but not limited to: copying, mailing and filing
- Maintain hard copies and electronic filing systems
- Coordinate and maintain records for all office and organization activities
- Set up and coordinate meetings, conferences and trips
- Coordinate inter-organization communications
- Support all Port and Economic Development projects as needed
- Develop Port meeting agendas at the direction of the Chairman
- Take all Port meeting minutes; Maintain all Port meeting records and materials
- Knowledge of Social Media and Website Maintenance helpful but not required
- Other duties as assigned

**Position Requirements:**

- Excellent communication skills both written and verbal
- Computer skills, QuickBooks Accounting and Payroll, Microsoft Office, etc.
- Office Management
- Organizational skills

**Personal Characteristics:**

Integrity & Honesty; Team Player; Enthusiasm and Energy; Strong Work Ethic; Responsible; Composed; Focused; Organized

**SALARY:** Beginning wage will range from \$18 to \$20 per hour depending on qualifications.

## Port of Arlington

### Job Description (2024)

**Working Title:**            **Business and Operations Manager**

**Supervisor:**            Port of Arlington Board of Commissioners

**Position:**                40 hours per week and full benefits.

**POSITION OBJECTIVES:** To manage business and operations for the Port of Arlington, including all financial and grant functions, employee records, and public meeting documents.

***Advancement into this role comes after proven performance as Administrative Assistant.***

#### **SUMMARY OF DUTIES AND RESPONSIBILITIES:**

Perform Administrative Assistant duties and/or delegate certain tasks as Port growth occurs.

In addition:

- Plan, coordinate, and manage business and financial operations, and monitor grants.
- Serve as Budget Officer. Prepare Annual Budget in coordination with Executive Director.
- Follow the framework of federal, state, and local laws, reporting, rules, and regulations.
- Demonstrate ability to work independently with little supervision to achieve results.
- Establish and maintain positive working relationships with the board and co-workers.
- Demonstrate respect and responsiveness for excellent customer service.
- Track revenue and expenses and provide up-to-date monthly financial status.
- Implement effective lease management, invoicing, and follow-up.
- Track progress of the Strategic Business Plan and capital improvement planning.
- Monitor and close-out grant awards effectively, by federal, state, and local sources.
- Prepare audit submittals and coordinate review. Ensure sound investment policies.
- Manage and track reservations for RV Park, Marina Moorages, and Gronquist Building.
- Prepare accurate website postings and continue to make technological improvements.
- Expand technical skills by continuing education in economic development and budget.
- Communicate clearly and conduct informative presentations for Port purposes.
- Use sound judgment and apply creative solutions consistent with Port goals.
- Train and mentor new or temporary administrative workers depending on needs.
- Perform multiple tasks accurately and efficiently by established policies and procedures.
- Show initiative and organize workflow and records.

#### **Position Requirements:**

- Excellent communication skills both written and verbal
- Computer skills, QuickBooks Accounting and Payroll, Microsoft Office, etc.
- Office Management
- Organizational skills

#### **Personal Characteristics:**

- Integrity & Honesty; Team Player; Enthusiasm and Energy; Strong Work Ethic; Responsible; Composed; Focused; Organized

**SALARY:** Beginning wage will range from \$26 to \$28 per hour depending on qualifications.



5.2

**Jed Crowther**

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**From:** Carson Valley <carson@points-consulting.com>  
**Sent:** Tuesday, April 2, 2024 3:36 PM  
**To:** Jed Crowther  
**Cc:** Brian Points  
**Subject:** Monthly Report

Hey Jed,

Thank you again for facilitating the on-site visit yesterday! I just emailed you the zoom invitation for our bi-weekly meetings, starting next week.

Here is PC's monthly report for the commissioners meeting next week:

- The project team completed its first on-site visit to the Port on 4/1
  - The team toured Port properties and projects, along with the Willow Creek site
  - In meeting with the Executive Director of the Port and the President of the Board of Commissioners, we considered optimal uses and brainstormed ideas for further research for the site
  - We also toured other key sites within the tax district, including Arlington and Condon
- PC established bi-weekly meetings with the Port
- Data is being gathered for the Site Overview Report, to be delivered by the end of April
- The team has also been reviewing documents related to the state, the county, the Port, and the site

Let me know if you have any questions.

Thank you,

Carson Valley  
Analyst



120 Line St  
Moscow, ID 83843  
carson@points-consulting.com  
(509) 999-4048



5.4

Dear Supporter,

For many years, Arlington Little League was supported by donations from organizations in the community. In 2023, Arlington Little League was dissolved, and Arlington Youth Athletics was born! A group of passionate volunteers wanted to be able to promote and support all youth athletics in our community. Becoming Arlington Youth Athletics has allowed us to collectively fundraise to ensure that we can continue to support existing programs, like Little League and new exciting programs that we haven't been able to offer in the community before.

Over the past year, AYA supported Little League by providing them with new uniforms, new breakaway bases, and replaced some of our outdated bats. We had a T-Ball team and for the first time in many years, a Player-Pitch Minors Team! We joined up with a new league this year, Columbia Little League, and had a very successful season!

Earlier in the year, we also organized a basketball program that we had over 30 young athletes participate. New for this year, we offered a volleyball camp for our young athletes. We had a volleyball coach from Blue Mountain Community College come to our school facilities to put on a 2-day skills camp. We offered to cover a portion of fees for Arlington Youth that signed up. We had over 25 girls participate in this camp. We then had our first ever Youth Volleyball program in the Fall. We had the entire 3rd and 4th grade come out and participate! It was a huge success, and we are excited to continue that program this year.

We are always looking to provide financial support for families that need assistance with registration fees within all our programs. We hope to make more camps available and continue to support new and existing programs throughout the year.

Arlington Youth Athletics is also fundraising throughout the year, by selling shirts, collecting cans, and are always looking at other avenues to help support our program, but donations from you are core to our fundraising efforts.

Thank you for your dedication and support of our local youth!

Vanessa Williamson

AYA Board President

Arlingtonyouthathletics@gmail.com

Arlington Youth Athletics PO BOX 202 Arlington, OR 97812

# **DONATION INFORMATION**

**Donations by check can be mailed to:**

**Arlington Youth Athletics PO Box 202 Arlington, Or 97812**

**Donations are tax-deductible to the extent the law allows and are credited to your local region. Arlington Youth Athletics is registered as a 501(c)(3) organization. Contributions to the AYA are tax-deductible to the extent permitted by law.**

**Our Tax ID # is 92-2442466**

## **OTHER WAYS TO SUPPORT OUR ORGANIZATION**

**Purchase equipment we need for our current and future programs/camps directly! Find our list by scanning the QR Code**

**Shipping Address - AYA 1385 Main St Arlington Or 97812**



**Arlington Youth Athletics PO BOX 202 Arlington, OR 97812**