



# MEMO

**DATE:** May 5, 2022

**TO:** Port Commission & Budget Committee

**FROM:** Jed Crowther, Port of Arlington Executive Director

**RE:** Budget Brief

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## **Overview**

Please view the Draft Budget Document FY 2022-23. The same prior overall structure is utilized. First, for background, each line item was scrutinized by staff to compare budget to actual amount. In most cases, similar patterns and good correlation were identified for the coming year projection.

## **Projected Revenue**

Projected revenues are tracked primarily to the existing contracts and by conservative estimates. One notable reduction in anticipated revenue is the quarry lease, based on the current operations. The base contract revenue amount still applies; but not tonnage, without active gravel production.

As another example, currently unoccupied facilities such as two remaining Gronquist office rooms, don't automatically project 'full year' revenue, since other new rentals will need to be established. However, full occupancy is being pursued, and so it is fair to anticipate 'partial year' revenue.

Likewise, the *Insitu* lease is currently being evaluated for acceptable close-out terms and values. The Port first needed to determine our specific obligations of payments to the City of Arlington associated with lot development/building construction in 2011. Thankfully, certainty was achieved at City Council on May 4th; the \$1800 monthly payment will end upon completion of *Insitu* lease.

Accordingly, the draft projection no longer includes the \$1800 monthly expense in FY 2022-23, nor the revenue from the *Insitu* lease. However, we expect that there will be a negotiated buy-out, with abundant revenue coming to the Port, in order to realistically allow early exit of the lease. This will enable the Port to market the property and building to a new tenant for additional revenue, but the draft budget revenue projection is conservative, consistent with sound budget principles.

## **Projected Expenses**

Typically, expenses are estimated with a slight amount of cushion to assure sufficient resources. For expenses, a few increases were noted (especially electricity) so the projected budget amounts were adjusted to correlate with actual year-to-date costs. Estimated employee salary/benefit amounts factor in an eventual 8% cost of living adjustment, consistent with Gilliam County action, contingent upon job performance and completing probationary period successfully.

## **Focus**

For budget committee meeting purposes, the intent is typically to consider 'big picture' review, such as anticipated effects to the general fund or economic development. For specific line items, further clarity or explanation will be provided upon request. We welcome constructive feedback, especially to sync with past practices, and as we seek to improve communication and outlook.

## **Summary**

In summary, thanks for your input and participation to plan effectively.

**Regular Commission Meeting**  
**MINUTES**  
**April 14, 2022**  
**1:00 p.m.**  
**Port of Arlington**

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

**Present:** President Leah Shannon, Vice President Ron Wilson, Commissioners Kathryn Greiner, Gibb Wilkins, Kip Krebs, Attorney Ruben Cleaveland (zoom), Executive Director Jed Crowther.

**Absent:** None

**Presenter:** Justin Long (Waterbear Energy, Inc.)

**Audience:** Gilliam County Commissioner Pat Shannon, Denny Newell, Rita Miciak, Maintenance Worker James Metzger, Gilliam County Staff Miranda Rees (zoom).

**2. Presentation by Waterbear Energy, Inc.**

Justin Long outlined his interest over the past year in the Arlington community and the potential growth for renewable energy. Waterbear is an energy developer that focuses on suitable sites in the Pacific Northwest. Their site search focuses specifically on micro-grid or co-located industrial. As an example, for large loads placed next to 300-acre solar farm; the future looks like hydrogen plant co-located with industrial; ideal in terms of regulation, streamlining projects, and reducing the cost of energy for the end-user using the power. Their business goals are to establish 5 to 10 sites and gain capital for pre-construction. Their motivation for the Arlington area is to serve as a good logistics point for hydrogen. Hydrogen is a renewable fuel which is less-carbon-intensive. Industry anticipates Class 8 long-haul trucking running on hydrogen by 2030 and to prepare for upcoming transition. Arlington locational benefits include renewable energy, located 2 hours from Portland, major interstate, rail going through, abundant resources including water that are viable for producing hydrogen, have metro area to sell it to, and thermal industry nearby. Exponential growth is anticipated for hydrogen, with sites starting now in Washington.

The Willow Creek site industrial advantages; near the interstate and renewable energy. Waterbear is interested in putting up to 25 MW of electrolyzers for hydrogen production, co-locate at least 50 MW of solar to power electrolyzers, and sync with Pacific Power. Commissioner Krebs identified locations of related Pacific Power installations nearby. Justin appreciated the added info and explained that expansion would involve upgrading the Pacific Power substation consistent with specifications and engineering standards.

Waterbear had developed a draft lease option for the Willow Creek site from the Port, but further details for ownership and use would need resolved first, including title review, Corps of Engineers input, and interaction of the existing lease for use as a rock quarry. Waterbear would work with the Port to develop clarity, details, and site preparation. Timeline would involve pre-construction planning, with construction in 3 to 5 years.

Commissioner Greiner asked about water supply, because viable water sources are not resolved and further coordination with the city or other entities must occur first. Justin said that 50,000 gpd minimum water supply is needed for a viable 10-ton hydrogen plant. Further review is needed by the Port to determine water availability.

The Willow Creek site contains 63.77 acres; a Phase 1 start would use about 15 acres, but would eventually need most of the site for expansion. Director Crowther said it is important to maintain the existing lease as rock quarry while evaluating new opportunity.

Commissioner Gibbs inquired about water treatment. Justin replied that the difference was mostly warmer temperature, not contamination, but could not discharge to the river. Cooling or re-use of re-claimed water by compatible industry such as ag would be ideal. Use by neighboring ownership could also mesh with established industrial zoning.

Gililam County Commissioner Pat Shannon cautioned that solar and hydrogen permitting timeline might be five years or longer; however, hydrogen marketing was advancing.

Commissioner Greiner asked if the project could start with Pacific Power electric supply, then proceed to Phase 2 development for solar. Justin said that co-located solar helps to reduce the energy cost of producing hydrogen.

Commissioner Shannon expressed her concerns of tying up the property for 3 to 5 years, and how it might affect the gravel pit. Justin responded that Waterbear may be open to continue the rock quarry and establish physical limits of its extent. Predictability is key, and to not interfere with immediate sources of revenue by the Port.

Attorney Ruben Cleaveland expressed concerns of restrictive easements in Section 6 of the draft contract not necessarily leased for electrolyzers, which could narrow usability.

Commissioner Greiner reiterated concern that water supply needed nailed down first. President Shannon stressed the importance to meet with the city regarding water supply. Attorney Cleaveland said the lease could be conditioned on Waterbear obtaining water, whether from the Port or a third party, leaving Waterbear an "out" in the lease agreement. Justin suggested a workshop including the city. President Shannon recommended in an upcoming presentation to diagram electrolyzer components to understand the process.

Justin said the construction phase would involve at least 200 jobs, while the operation of the hydrogen plant would only require about 10 employees for full-time operation.

Commissioner Krebs asked about anticipated hydrogen distribution. Justin said that liquefied compressed gas was the way to be able to transport long distances efficiently. He had conducted initial outreach to Metro and their subcontractor, Walsh Trucking.

Justin briefly mentioned potential development at the Arlington Mesa for solar and small data center, and consideration of the portion leased from the city by Harry Lee.

Justin inquired of potential excess methane production at Waste Management landfill. President Shannon said not enough excess methane is consistently produced currently. Commissioner Krebs cited another potential methane source of 3 Mile Canyon Farms with a digester and natural gas pipeline, plus potential "gateway" link for power and solar.

Denny Newell asked of any data or experience how a facility is valued for tax purposes. Justin said to check on the recent Wenatchee Electrolyzer facility.

Justin said at some point he would like to re-introduce Bill Reed for housing at the Port. He gave an example of a recent facility in Gresham, linked to workforce housing.

Justin concluded his presentation thanking the Board for their interest and engagement.

President Shannon complimented meeting participants for good questions and progress to understand better.

Commissioner Greiner asked about Bioeconomy Development Opportunity (BDO) Zone designation and connection to development in Gilliam County. Basic info was outlined.

**3. Public Comment – None**

**4. Additions to the agenda – None**

**5. Consent Agenda:**

**A. Motion by Commissioner Wilson to approve March 16, 2022 Minutes. Commissioner Wilkins seconded. Motion approved unanimously.**

**B. Motion by Commissioner Wilkins to approve March 2022 Financials. Commissioner Greiner seconded. Motion approved unanimously.**

Commissioner Greiner requested revenue/deposit/bank balance on future reports.

**6. Budget Process and Timeline**

**A. Motion by Commissioner Greiner to approve the Budget Calendar. Commissioner Wilkins seconded. Motion approved unanimously.**

**B. President Shannon appointed Budget Committee Members: Louie Rucker, Tim Wetherell, and Denny Newell; and reaffirmed continued existing terms by Denise Ball and Larry Hardie.**

## 7. President's Report

- Waterbear – President Shannon said that more work is needed on the lease.
- Gronquist – She reported Space #3 was filled by the Victim's Advocate lease, Gilliam County use is anticipated in the front office downstairs. She gave ideas to market the rest of downstairs: Fitness center, partner with school, or other community need. Columbia Room rentals are very busy, fence was repaired, work on hillside started and she will contact city to please help remove piles.

## 8. Commissioner Reports

- **Commissioner Wilson** – Reported good progress by James Metzger on maintenance activities at the Gronquist building and spring work. Prepare a list of overall maintenance resources needed. Doors to apply via county grant.
- **Commissioner Greiner** – Outlined upcoming preparation of the Port Budget. She asked staff to review past payments for water to the airport in Condon, and billboard advertising near Rufus by Meadow Advertising from The Dalles. Commissioners also discussed the Arlington sign on the grain elevator.
- **Commissioner Krebs** – Outlined potential lighting incentives by Energy Trust and heating incentives by State Home Oil Weatherization (SHOW) program. He will check program eligibility for the Gronquist building doors, as potential match for the upcoming Gilliam County Court grant submittal. Quote was \$2000 each for door assembly to upgrade mullion, locking mechanism, and keypad. Commissioners discussed potential nameplates for the downstairs office rooms in the Gronquist building, based on local long-term establishments: Honker, Blalock, Leghorn, Rhea, Rock Creek, and others.
- **Commissioner Wilkins** – Reported the pickup donated by City of Condon to the Port. Commissioners expressed appreciation.

## 9. Director Report

Director Crowther provided a written outline report in the Board agenda packet. Administration & Partnerships – Kayla Rayburn will start as Administrative Assistant on April 18. Intergovernmental Partnerships began, plus initial Legislator outreach.

Lease Summary – Primary detail of current leases was provided for: MCP, Insitu, Alpine Power Systems, Paul Jayo Arlington Towing, Watco, W.I. Construction, Inc.

Economic Development – Outreach efforts occurred with Painted Hills Natural Beef, Waterbear Energy, Inc; and a Non-Disclosure Agreement for large industrial use. Upcoming work with Obsidian Renewables LLC, and Genus Industries LLC (iCoir). Jed may use prior Port materials to promote and market parcels to best advantage. He invited Commissioners to consider refreshing the target, approach, and value.

Maintenance – Consider policy for limited duration of stay in Dry Camp of 7-10 days. Commissioner Krebs asked about using special events or short-term work category. President Shannon emphasized the current heightened need for workforce housing. Attorney Cleaveland will review statute to avoid creating landlord/tenant relationship.

President Shannon suggested prioritizing updating the Website and Strategic Plan, together with mutual efforts on the Intergovernmental Agreement with City of Arlington relating to the Insitu building. Detailed airport paving review had occurred previously.

Upcoming: Town Hall by Senator Wyden, Governmental resources meeting with Nate Stice (Governor's Office) and Ryan DeGroff (Business Oregon).

#### **10. Donation Requests**

Commissioners outlined past practice of \$1000 total budget, with \$200 awarded to: Little League, Saddle Club, 4-H Auction Committee, High School Rodeo, and Oregon Frontier Chamber.

**Motion by Commissioner Greiner to award \$200 to the Arlington Saddle Club and \$200 to the Arlington Little League. Commissioner Wilkins seconded. Motion approved unanimously.**

#### **11. Storage Yard Request**

Director Crowther outlined a request for storage yard for wind turbine equipment. Consensus of the Commission was for Director to identify sites and manage offers.

In closing, President Shannon gave genuine appreciation for development outline. She shared her enthusiasm for high economic development interest in this area.

#### **12. Executive Session – Not held.**

#### **13. Decision or Deliberation of Executive Session Discussion – Not held.**

#### **14. Tour of Industrial Properties**

Zoom closed at 3:38 p.m.

On-site tour of Shuttler Station, Arlington Mesa, and Willow Creek Industrial. Participants: Port Commission and Director Crowther. No further business.

Commissioner Shannon adjourned the meeting at 5:52 p.m.

**The next Port of Arlington Commission meeting will be held Thursday, May 12th at 5 p.m. at the Port of Arlington.**

\_\_\_\_\_  
President Leah Shannon

\_\_\_\_\_  
Vice President Wilson

11:58 AM

05/04/22

Cash Basis

**PORT OF ARLINGTON**  
**Summary Balance Sheet**  
As of April 30, 2022

	Apr 30, 22
<b>ASSETS</b>	
Current Assets	
Checking/Savings	1,368,426.15
Accounts Receivable	-21,707.64
Other Current Assets	26,289.21
Total Current Assets	1,773,007.72
Other Assets	721.40
<b>TOTAL ASSETS</b>	<b>1,773,729.12</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	135,807.08
Other Current Liabilities	-32,403.27
Total Current Liabilities	103,403.81
Total Liabilities	103,403.81
Equity	1,670,325.31
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>1,773,729.12</b>

## PORT OF ARLINGTON Profit & Loss Budget vs. Actual

	Jul '21 - Jun 22	Budget	% of Budget
Ordinary Income/Expense			
Income			
5200 · Gronquist Resources	34,470.00	155,950.00	22.1%
GENERAL FUND RESOURCES	689,659.55	1,037,745.00	66.5%
5000 · ECONOMIC DEVELOP FUND RESOUR...	120,088.00	400,848.00	30.0%
RESERVE FUND RESOURCES	374.46	779,490.00	0.0%
Total Income	844,592.01	2,374,033.00	35.6%
Expense			
8500 · Gronquist Fund Expenses	69,310.03	155,950.00	44.4%
6560 · Payroll Expenses	101,185.04	0.00	100.0%
GENERAL FUND EXPENSES			
ADMINISTRATION EXPENSES			
6000 · Personal Services - AD	21,951.59	89,484.00	24.5%
6100 · Materials and Services - AD	31,238.41	97,159.00	32.2%
6170 · Transfers Out of General Fund	0.00	111,500.00	0.0%
Total ADMINISTRATION EXPENSES	53,190.00	298,143.00	17.8%
ECONOMIC DEVELOPMENT	0.00	0.00	0.0%
ISLAND PARK	44,993.66	89,353.00	50.4%
MARINA	27,804.76	40,240.00	69.1%
RV PARK EXPENSES	33,518.02	46,640.00	71.9%
WILLOW CREEK QUARRY	1,801.59	600,000.00	0.3%
GENERAL FUND EXPENSES - Other	2,790.58		
Total GENERAL FUND EXPENSES	164,098.61	1,074,376.00	15.3%
8400 · ECON.DEVELOP.FUND EXPENSES	90,170.20	329,695.00	27.3%
RESERVE FUND EXPENSES	0.00	88,659.00	0.0%
Total Expense	424,763.88	1,648,680.00	25.8%
Net Ordinary Income	419,828.13	725,353.00	57.9%
Net Income	419,828.13	725,353.00	57.9%



# PORT OF ARLINGTON Payroll Summary

April 2022

	Hours	Rate	Apr 22
<b>Employee Wages, Taxes and Adjustments</b>			
Gross Pay			
Salary	133		7,083.33
Holiday Pay		20.00	0.00
Hourly Rate	257.5	20.00	5,150.00
Hourly Sick	5	20.00	100.00
Overtime Hourly Rate		30.00	0.00
Sick Hourly Rate		20.00	0.00
Travel Allowance Monthly	1	500.00	500.00
Vacation Hourly Rate		20.00	0.00
<b>Total Gross Pay</b>	<b>396.5</b>		<b>12,833.33</b>
<b>Adjusted Gross Pay</b>	<b>396.5</b>		<b>12,833.33</b>
<b>Taxes Withheld</b>			
Federal Withholding			-874.00
Medicare - Employee			-186.08
Social Security - Employee			-795.67
OR - Withholding			-872.00
Medicare Employee Addl Tax			0.00
OR - Statewide Transit Tax Emp.			-12.83
<b>Total Taxes Withheld</b>			<b>-2,740.58</b>
<b>Net Pay</b>	<b>396.5</b>		<b>10,092.75</b>
<b>Employer Taxes and Contributions</b>			
Medicare - Port			186.08
Social Security - Port			795.67
408k SEP Co. Match			1,505.20
Dental Insurance			263.89
Health Insurance			3,244.45
OR - Wkr's. Assessment Co.			11.10
<b>Total Employer Taxes and Contributions</b>			<b>6,006.39</b>

PORT OF ARLINGTON  
Check Detail

April 2022  
Source Name

Trans #	Type	Date	Source Name	Account	Original Amount
12,859	Check	04/01/2022	Heartland Payment Systems	1001 · Bank of E/O - Checking	-207.29
12,790	Bill Pmt -Check	04/12/2022	Pacific Power	1001 · Bank of E/O - Checking	-3,461.10
12,792	Bill Pmt -Check	04/12/2022	Bank of Eastern Oregon-Visa	1001 · Bank of E/O - Checking	-386.75
12,779	Bill	04/12/2022	Bank of Eastern Oregon-Visa	8421 · Travel/Food/Lodging	49.15
			Bank of Eastern Oregon-Visa	6560 · Payroll Expenses	504.00
			Bank of Eastern Oregon-Visa	6112 · Office Supplies and Equipment	63.67
			Bank of Eastern Oregon-Visa	6115 · Dues, Subscriptions, Fees	14.99
TOTAL					631.81
12,793	Bill Pmt -Check	04/12/2022	City of Arlington	1001 · Bank of E/O - Checking	-1,094.76
12,794	Bill Pmt -Check	04/12/2022	Gilliam County Tax Collector	1001 · Bank of E/O - Checking	-1,012.00
12,795	Bill Pmt -Check	04/12/2022	Hughes Network System, LLC	1001 · Bank of E/O - Checking	-94.98
12,796	Bill Pmt -Check	04/12/2022	Loop Net	1001 · Bank of E/O - Checking	-69.00
12,797	Bill Pmt -Check	04/12/2022	Morrow Co. Grain Growers	1001 · Bank of E/O - Checking	-55.00
12,798	Bill Pmt -Check	04/12/2022	Pacific Fire	1001 · Bank of E/O - Checking	-162.00
12,799	Bill Pmt -Check	04/12/2022	The Times-Journal	1001 · Bank of E/O - Checking	-139.25
12,791	Bill Pmt -Check	04/12/2022	Arlington T.V. Coop	1001 · Bank of E/O - Checking	-306.50
12,801	Bill Pmt -Check	04/12/2022	City of Arlington	1001 · Bank of E/O - Checking	-1,800.00
12,806	Bill Pmt -Check	04/19/2022	Devco Mechanical, Inc.	1001 · Bank of E/O - Checking	-1,075.00
12,808	Bill Pmt -Check	04/22/2022	Bishop Sanitation Inc.	1001 · Bank of E/O - Checking	-137.50
12,828	Bill Pmt -Check	04/26/2022	SDIS	1001 · Bank of E/O - Checking	-3,438.34
12,871	Bill Pmt -Check	04/27/2022	SDIS	1001 · Bank of E/O - Checking	-3,438.34
12,826	Check	04/26/2022	Arlington Saddle Club	1001 · Bank of E/O - Checking	-200.00
12,826	Check	04/26/2022	Arlington Little League	1001 · Bank of E/O - Checking	-200.00
12,836	Liability Check	04/29/2022	Fidelity Brokerage Services LLC	1001 · Bank of E/O - Checking	-1,505.20
TOTAL			Fidelity Brokerage Services LLC	2100 · Payroll Liabilities	1,505.20
					1,505.20



## OUTLINE UPDATE

April 29, 2022

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1. **Town Hall by Senator Wyden** – Asked question about workforce housing and resources.
2. **State Support for Economic Development** – Met with Ryan DeGroff (Business Oregon) and Nate Stice (Governor's Office). Connected to Jill Miles (Site Selector Recruitment).
3. **Wind Re-Power** – Coordinated with Gilliam County. Connected Kodis USA with Omega Morgan for temporary storage yard at Shutter Station. Created options at Willow Creek.
4. **Barley by Rail Request** – Sync with Gilliam County. Connected Watco for Shutter Station.
5. **Windsurf Pad** – Astro turf carpet stolen, obtained police report, submitted insurance claim.
6. **Backflow Repair** – Coordinated with Devco Mechanical. Repair scheduled for May 12.
7. **Representative Bentz** – Met with legislative staff from Washington D.C. Abigail Michos and Katelyn Pay. Discussed primary port interests and challenges, toured Arlington Mesa.
8. **Frontier Chamber** – Donation Request, \$100 invoice, to be ratified by Board on May 12.
9. **Oregon Public Ports Association (OPPA)** – Welcomed to resources and networking.
10. **SDAO Legislative Report** – OPPA provided report, will be made available upon request.
11. **Infrastructure Summit** – Met with initial planning group, scheduled for Oct 23-24 in Bend.
12. **Obsidian Renewables** – Attended hydrogen hub presentation in Boardman, David Brown anticipates submitting for an upcoming grant via Dept of Energy, will ask for support letter.
13. **Columbia Renewable Energy Association (CREA)** – Port of Arlington is a member; Mike McArthur leads strong regional coalition supporting renewable energy development.
14. **Bioeconomy Development Opportunity (BDO) Zone** – Reviewing the designation value and rating advantages. May likely involve large Ports and suitable feedstock proponents.
15. **Gilliam County Special Projects Grant Application** – Obtained current quote estimates for Gronquist improvements; smartboard/owl, door mullion/lock/keypad, apply by May 15. Thanks to Commissioner Greiner for leading grant process and preparation.
16. **Memo to City of Arlington** – Request to finalize obligations regarding *In situ* development. Request for water workshop involving industrial development, at City Council on May 4.
17. **Budget Committee** – Members contacted individually, letters sent, and notices published.
18. **Budget 2022-2023** – Primary focus of Port Meeting on May 12 will be the yearly budget. Further detail will be developed for review and budget presentation.
19. **Washington DC** – Scheduled Capitol Tours on May 18; House of Representatives (Bentz) and Senate (Merkley & Wyden).
20. **Teamwork** – Good progress by Port staff to organize and work well together.

## COMMERCIAL BUILDING LEASE

THIS LEASE ("Lease") is entered into this 4th day of May, 2022, by and between the following parties:

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

and

**TENANT:** **Gilliam County Victim's Assistance Department** ("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 back rear northwest room, to be known as Room 3 or the "           Room" 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 Victim's Assistance Program.

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, 2022, (the "**Commencement Date**") and end on the 1st day of April, 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 ("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 **Six Hundred Fifty Dollars (\$650.00)** 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.** 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.

### **3. Use of Property**

**3.1 Permitted Use.** Tenant will use the Property only for the following purpose(s): Office Space for the Gilliam County Victim's Assistance Program ("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. 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 shall pay to Landlord \$100.00 per month for utilities in addition to the base rent. Utilities provided by Landlord to Tenant are electricity, water, and sewer. Payment for utilities shall be due and payable to Landlord at the time base rent is due for each month. Tenant will be given the password to Wifi that is supplied by the Landlord, provided, Landlord makes no guarantee as to the reliability or speed of service. Tenant is responsible for all other utilities, including telephone.

**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.** Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, 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.

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, landlord will indemnify, defend, and hold harmless Tenant and Tenant'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 Landlord, its agents, servants, employees, invitees, or licensees, by any breach of this Lease by Landlord, or by any use of the Premises during the Term. The Landlord'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 will provide courtesy pre-notification of at least 24 hours to the Tenant to enter the Property, except notification is not required in cases of emergency – eg. a burst pipe.

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

**TENANT:**

**GILLIAM COUNTY:**

By: Elizabeth Farrar Campbell 5/4/2022  
Name: Elizabeth Farrar Campbell (Date)  
Title: County Judge



**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 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. 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.

## **3. Use of Property**

**3.1 Permitted Use.** Tenant will use the Property only for the following purpose(s): Office Space for Gilliam County ("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.

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**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.

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**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.** Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, 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.

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, landlord will indemnify, defend, and hold harmless Tenant and Tenant'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 Landlord, its agents, servants, employees, invitees, or licensees, by any breach of this Lease by Landlord, or by any use of the Premises during the Term. The Landlord's duty of indemnification shall survive the termination of this lease.

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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.

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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.

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**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 will provide courtesy pre-notification of at least 24 hours to the Tenant to enter the Property, except notification is not required in cases of emergency – eg. a burst pipe.

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

**TENANT:**

**GILLIAM COUNTY:**

By: Elizabeth Farrar Campbell 5/4/2022  
Name: Elizabeth Farrar Campbell (Date)  
Title: County Judge



# MEMO

**DATE:** April 25, 2022

**TO:** City of Arlington, Mayor Jeff Buffon and City Council

**CC:** Kari Hayter, City Recorder; Brad Baird, P.E.; Anderson-Perry

**FROM:** Jed Crowther, Port of Arlington Executive Director

**RE:** **Industrial Development, Water Supply, Payment Completion**

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## **Purpose**

Thanks for welcoming me as I begin to work and serve as the Port of Arlington Executive Director. The Port is driven to pursue economic development opportunities. In turn, the City can benefit by resulting growth that corresponds with community plans, and best syncs with available resources.

The City and the Port created purpose and vision for the 438-acre *Arlington Mesa Industrial Park*, by establishing appropriate *Industrial Zoning* designations, and by installing basic infrastructure. Cooperative efforts have proven successful, such as mutual coordination to build the *Insitu* facility.

## **Value**

Arlington is uniquely positioned for superb growth opportunities. Our shining star is transportation, located directly along a major interstate highway, with adjoining rail and regional hub connections. Our rural ag history and heritage is an enduring legacy of Gilliam County coupled with new growth.

Waste Management is a core anchor business that invested in regional industrial development. Renewable energy including large wind and solar projects continue to expand on a massive scale. Hydrogen and other projects are now being explored that link with electricity from wind and solar.

## **Preparation**

The Port requests a workshop to determine water supply available for industrial development. The City could empower Mayor, City Recorder, and Consulting Engineer to lead focused review, with committee members from the Council assigned to participate; or as part of Council meeting.

Developers expressed interest in locating here, and we must evaluate site infrastructure together. Big industry needs large parcels of land – to plan for phased growth and allow room for expansion. We need clear answers for industrial connection and available services, i.e., water and electricity.

The City's Water System Master Plan (2021) details key water rights, wells, and pressure zones. For development, it is vital to identify what is available and what needs to be added or extended. If substantial planning/construction is involved, the prior template for development will sync effort.

## **Teamwork**

The Port was best able to pursue grants, develop property, build a building, and establish a lease. The basic pattern utilized in 2011 for *Insitu* development: 1) The Deed was transferred to the Port. 2) The Port made regular \$1800 monthly payments to the City during the lease term with *Insitu*.

Now in 2022, as we finish the lease, it involves confirming final completion of payment obligations. The Port affirms completion of obligations to the City of Arlington regarding property development, building construction, and the *Insitu* lease on Tax Lot: 03N21E0000-00702; comprising 3.0 acres.

## **Action Items:**

- A. Schedule workshop to determine water supply available for industrial development.
- B. Confirm completion of obligations by Port of Arlington, Tax Lot 03N21E0000-00702.

# Port of Arlington Gilliam County Special Projects Grant 2022-23

## II. Program Narrative

### Summary Description

#### Organization Role and Purpose

The Port of Arlington pursues economic development opportunities throughout Gilliam County. Our main role is to connect potential development and/or expansion interest with available sites. Above all, our core purpose is to add long-term, family wage jobs for Gilliam County.

#### Project Background

The Port of Arlington purchased the Gronquist Building in Arlington in 2021 with funds set aside from the Willow Creek project. In the past year, the building has gone from sitting empty to housing a restaurant that uses the kitchen and smaller rooms upstairs, leasing office space downstairs, and completing an acoustic project in the main event space upstairs to make it more usable.

#### Utilization of Gilliam County Funds

The Port will use equipment and security upgrades to promote events in the Gronquist building. Meeting spaces that can accommodate meetings with remote capabilities are limited in Arlington; the addition of these items will allow more use either in-person or remote for meetings and events.

The Port of Arlington is requesting County funds to make the event room more usable for meetings and special events by purchasing technology equipment to be able to conduct remote meetings. The new equipment is an OWL system, smart board and cart for better communication in various community events. This technology upgrade is mobile for flexibility to accommodate multiple uses.

The other portion is for new commercial grade doors and locks to provide durability and security. The contract labor shown in the budget is to install the doors and other upgrades needed for the new equipment such as locking storage.

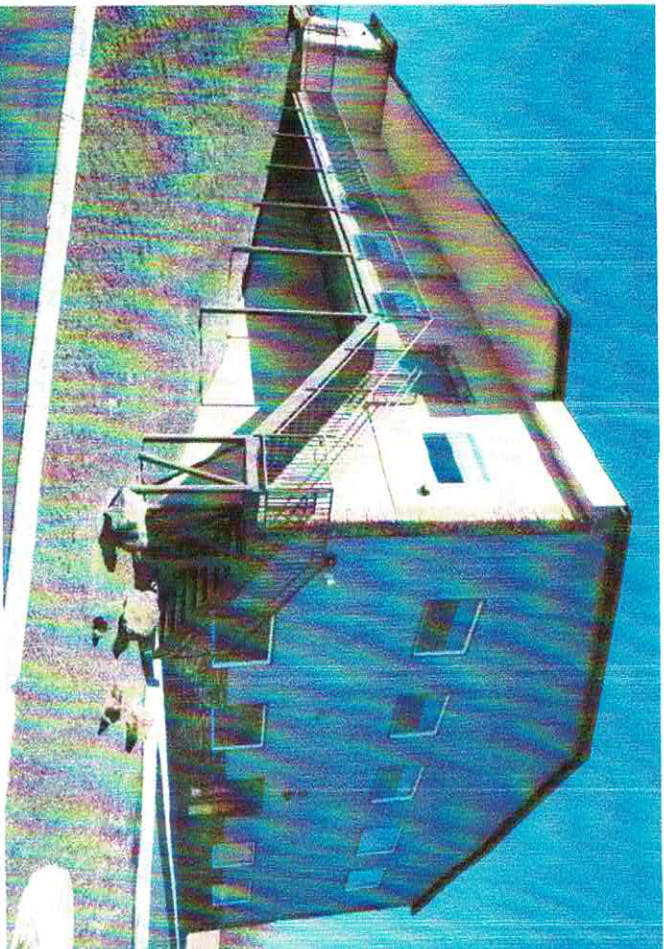
#### Strategic Priority Areas

The Gronquist Building is the preferred event center in Arlington, with a solid pattern of rentals. The communication and security upgrades will enhance community involvement and interaction. These improvements match the priority areas of economic development, livability/quality of life.

#### Project Timeframe

The communication and security improvements will be procured upon project award and contract. Current cost estimates were obtained from suppliers, consistent with projected budget amounts. Installation is expected by mid-year 2022 for timely use at community events and meetings.

Port of Arlington Gronquist Building



### III. Program Information

1. The Port of Arlington has received project funds in the past for community projects including construction of the Flex building at the Arlington Mesa Industrial Park, successfully leased to Alpine Power Systems. The amount received was \$20,000 in 2020 from Gilliam County, comprised of grant funds.
2. The project will be completed at one time, not in phases, and done with two different companies or contractors.
3. For the items requested, the Port of Arlington will use rental income to provide the match from the existing renters and event space rental.
4. Long term operating plan is being formulated with new staff but will rely on rental income for repairs and maintenance.

### IV. Budget (Attachment A)

### V. Match Funding (Attachment B)



**Special Projects Grant Budget Attachment "A"**

*Add additional lines, if necessary.*

Totals automatically round to the nearest dollar

A	B	C	D	E	F	G
Itemize projected costs under each of the following categories:	Unit Number (e.g., # of hours)	Unit Cost (e.g., hourly rate)	County Funds	Cash Match	In-kind Match	Total Costs
Salaries, Wages, and Benefits. List position titles, include only costs of employees charged to this grant.						
						0
						0
<b>SUBTOTAL (1)</b>						
Contracted Services. Labor, supplies, and materials to be provided by non-staff for project implementation.						
Door Installation/Contractor		1,875	625			2,500
						0
<b>SUBTOTAL (2)</b>						
Travel. Mileage, per diem, lodging, etc. Must use current State of Oregon rates.						
						0
						0
<b>SUBTOTAL (3)</b>						
Materials/Supplies. Materials and Supplies are defined as consumable items, purchased by the grantee, that are normally used up during the course of the project.						
						0
						0
<b>SUBTOTAL (4)</b>						
Equipment/Software.						
Smart Board, OWL & Cart		7,125	2,375			9,500
Doors & Lock Upgrade		6,375	2,125			8,500
						0
<b>SUBTOTAL (5)</b>						
Other. This category refers to items that do not fit in the other budget categories, including fees and project-specific costs.						
						0
						0
<b>SUBTOTAL (6)</b>						
<b>GRANT BUDGET TOTAL (8)</b>						
			15,375	5,125		20,500



## Gilliam County Special Projects Grant Application FY 2022-2023

### I. General Information

Title of Proposed Project: Gronquist Building Improvements  
Organization: Port of Arlington  
Contact Person: Jed Crowther  
Title: Executive Director  
Address: PO Box 279  
Arlington, OR 97812  
Daytime Phone: (541) 454-2868  
Email: Jed.Crowther@PortofArlington.com  
Tax ID #: 93-0799080  
County Funds Requested: \$ 15,375

Application must be received in the  
County Court's Office no later than:  
**5:00 p.m., May 13, 2022**  
Via Email: [delaney.watkins@co.gilliam.or.us](mailto:delaney.watkins@co.gilliam.or.us)  
Mail: PO Box 427, Condon, OR 97823  
Hand Delivery: County Court Office,  
Rm. 107, 221 S. Oregon St., Condon, OR  
**Late submissions will not be  
accepted.**

Total Project Cost: \$ 20,500

Additional information and guidance for filling  
out this application can be found in the attached  
**Special Projects Grant Guide (Addendum 1)**

### II. Program Narrative

*Please provide a detailed summary description detailing your request for grant funding for your proposed project or event. The summary should include explanations of your organization's purpose and role in the county; project timeframe; how county funding will be utilized; and how your project fits within the County's strategic priority areas of economic development, infrastructure, and livability/quality of life. (Limit 3 Pages)*



**Gilliam County Special Projects Grant Application**  
**FY 2022-2023**

**III. Program Information**

*Please answer the following questions in essay format. (Limit 2 pages)*

1. Has your organization received project funding from the County in the past? If so, please briefly describe past County funded projects, including amounts of grant funding received.
2. Is your project proposed to be implemented in phases over time? If so, describe future implementation of your project and outline any future funding requests that the County may be asked to consider.
3. What other funding sources has your organization sought out prior to making your request to the County Court? Describe how you were successful in obtaining other project funding support or why you were not?
4. Describe your long-term plan for operating and maintaining your project or event into the future. *If you have a developed operations or business plan, please attach to the application (does not count towards page limits).*

**IV. Budget**


*Please fill out the attached Proposed Budget Form (Attachment A).*

**V. Match Funding (minimum 25% match required)**

*Please fill out the attached Match Funding Form (Attachment B).*

**AUTHORIZATION**

The undersigned certifies that they are an official officer and authorized to represent the organization applying for a grant and that the information contained in this application is accurate. The undersigned agrees that if a grant is awarded to the organization: (1) the grant will be used for the purpose outlined in the grant agreement and may not be expended for any other purpose without prior written approval from Gilliam County; (2) information about the organization and the grant may be used by the County in any published materials.

 Steven Stitz Executive Director

5-5-2022  
Date

Authorized Signature and Title



**Special Projects Grant Program  
Secured Match Funding Form**

**Document the match funding shown in your grant application  
This form must be submitted with the project application.**

Applicant Name: Port of Arlington Amount Requested From County: \$ 15375

**Matching Funds**

Gilliam County requires evidence of a minimum of 25% match funding for Special Projects Grants. Matching funds may come from other grants, cash donations, donated labor or services, and donated supplies or materials.

An applicant may **not** use other county derived funding as match.  
Identify whether the match has been secured or is still pending.

If you have questions about whether your proposed match is eligible or not, contact Delaney Watkins at the County Court Office.

Match Funding Source	Cash/In-Kind	Dollar Value	Secured/Pending
Gronquist Rental	Cash	\$5125	Secured
<b>Total Match Funding:</b>		<b>\$5125</b>	