



Thursday, March 13, 2025, at 5:00 pm
Location: Port of Arlington Office
100 Port Island Rd, 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)

Regular Commission Meeting Agenda

Thursday, March 13, 2025

1. **Call Meeting to Order**
2. **Additions or Corrections to the Agenda**
3. **Public Comment on Non-Agenda Items**
4. **Consent Agenda:**
 - A. Approve Regular Meeting Minutes for February 13, 2025
 - B. Approve January & February 2025 Accounts Payable and Financials
5. **Director Report**
 - 5.1 Alkali Ridge Subdivision
 - A. Bid Results and Potential Award
 - B. Lot Access and Layout
 - 5.2 Willow Creek Well
 - A. Well Drilling Quotes
 - B. Water Consultant
 - 5.3 Other
6. **President Report**
7. **Commissioner Reports**
8. **Executive Session, ORS 192.660(2)(e):** To conduct deliberations with persons designated by governing body to negotiate real property transactions.
9. **Decision or deliberations on Real Estate Transactions** (*Placeholder, if needed*)
10. **Next Meeting** – Thursday, April 10, 2025 at Gronquist Building, preceded by Budget Committee Meeting
11. **Adjourn Meeting**

Port of Arlington Environmental Sentry Corp Meeting

Thursday, March 13, 2025 after Port Meeting

1. Call Meeting to Order
2. Approval of Minutes
3. Progress Update – Upcoming RFP for Environmental Work
4. Adjourn

**Regular Commission Meeting
February 13, 2025, MINUTES
5:00PM
1650 Railroad Ave., Arlington, OR**

1. The Port of Arlington Commission meeting was called to order at 5:03pm by President Shannon.

Present: President Leah Shannon and Vice President Ron Wilson; Commissioners: Kathryn Greiner (via zoom), Gibb Wilkins (via zoom), and Kip Krebs; Port Director, Jed Crowther, Kayla Rayburn, and Attorney Anna Cavaleri (via zoom)

Absent:

Audience: Judge Patnode (via zoom), Steven Allen (via zoom)

2. Additions or corrections to the agenda

Removing financials from the consent agenda.

3. Public Comment-

None

4. Consent Agenda

4.1. Approve Regular Meeting Minutes for January 9, 2025

Motion: Wilson moved, and Krebs seconded to approve the Regular Meeting Minutes for January 9, 2025. Motion carried unanimously.

5. Director Report

5.1. Arlington Mesa Industrial

Crowther stated it is exciting to see plans come together, and gave some brief history of the Mesa, and what was originally planned for the property and intended targets to sell too. Stating way back when the site was first zoned as industrial, the target was to attract and develop a data center. So, to see the forethought back then, and to see it come together, he wanted to commend everyone involved during this entire project. The Port approved a PSA back in October, in the amount of \$3,060,000 total: \$2,250,000 for the Flex building and 30 acres at \$27,000/acre. Commissioner Wilson wanted to personally thank Peter Mitchell, he was very instrumental in this whole process and did a tremendous amount of work when this started. Crowther stated he needed a huge thank you and update on the property, as well as a huge thank you to anyone involved at the Port and the City during this period.

5.1.1. First Amendment to Purchase Sale Agreement

Just today there was a revision to the sale agreement. There is an easement to the County, and the purchaser wants the road dedicated, or an easement assigned to them to get to their property. Greiner had questions regarding the portion of water and sewer, and what that section means, because the wording made her concerned, but she stated if the attorney is comfortable then she is. Krebs asked if we put in a first right of refusal and were informed that it was never brought up, so it was not included.

Motion: Greiner moved, and Wilson seconded to approve the first amendment to purchase sale agreement. Motion carried unanimously.

5.1.2.Resolution 2025-02

Attorney Cavaleri informed the Commissioners this resolution was required by the title company, and she could have her paralegal send out an electronic signature tomorrow and then provide that to the title company. Greiner asked the difference in resolution 2025-01 and 2025-02, Cavaleri stated 2025-01 was for the Alkali property while 2025-02 was for the Mesa.

Motion: Wilson moved, and Krebs seconded to approve resolution 2025-02 authorizing sale of property. Motion carried unanimously.

5.1.3.Alpine Building-Marketing Office Space

Crowther stated he executed the lease with Alpine for the warehouse portion of the building and outside hanger, and they are moved in. Thanks to Anna the Port was able to separate the warehouse portion from the office/viewing portion. Crowther advised he just met with the company on Wednesday, and they are very interested in the office space that is left, so hopefully a lease will move forward. It was listed for \$3,000/month, as well as utilities, and taxes on the leaser. Crowther stated there is a lot happening right now. The Port sold the Proctor house/shop parcel this week for \$550,000. The Port is now closing on a \$3,060,000 for the 30 acres at the Mesa. We now have new tenants in the formally vacant Insitu building. A highly productive gravel quarry that is projected to bring in \$200,000 this year. With plenty more on the Ports agenda to work on this upcoming year.

5.1.4.Door Lock Repair

A quote provided from Knerr for \$3,940, which he did call and push back on the quote because it seemed expensive. They said these were high quality expensive doors/locks, and the material alone is \$2,000. Crowther stated this is the only company that they could get a quote from, so he is recommending accepting the quote unless they have any issues.

Motion: Krebs moved, and Wilson seconded to approve the quote from Knerr construction for the door locks in the amount of \$3,940. Motion carried unanimously.

Greiner wanted to thank Jed for always looking out for the Port best interest and getting fair deals in all the projects worked on.

5.2. Wildfire Safety-Overgrown Vegetation Management

Crowther stated the city is running a pilot program this year for the high fire areas and goats grazing them. He doesn't think the entire property needs grazed just the extremely steep portions a mower or tractor cannot safely get to. The rest of the Port employees can mow with the equipment they currently have. There was concern about liability, and who it would fall on regarding the goats. Anna and the Commissioners wanted Jed to inquire more about the liability but agreed that goats would be best for the extremely steep portions on the property.

Motion: Greiner moved, and Krebs seconded to authorize Jed Crowther to negotiate a contract for vegetation management with the City of Arlington up to \$3,500 with consideration for damages.

Motion carried unanimously.

5.3. Other

5.3.1. The Oregon ethic survey will be coming out, and each Commissioner needs to fill it out, or it is a hefty fine per day on the commissioner not the port. Advised to watch their emails for the notification.

5.3.2. Reminder the registration to run for Commission positions open February 8, and closes March 20th.

5.4. Alkali Ridge Subdivision-Amendment No.1 to Agreement for Engineering Services by Anderson Perry & Associates, Inc.

Bid opening March 14th, pre bid walk through on March 4th. The Prebid walkthrough is not mandatory but could be helpful for a contractor to bid for the project. Brad Baird, with Anderson Perry, will be there to explain the project and answer any questions contractors have. Crowther is hopeful hearing bid responses in our area recently that the Port should get some competitive bids to look at. President Shannon stated in Condon for the transportation bid he had 7 or 8 contractors respond. Crowther sent the bid notice out for their review, and the amendment number 1 where Anderson Perry would be the one to manage the bidding process and bring to the Commissioners to act on the bids that were received. They would also monitor the construction work once a bid was accepted. Crowther explained it would be up to \$100,000 to have an engineering firm oversee this process and it would be vital in his opinion. Krebs asked if they oversee something like this are they liable if something happens. Contractor would be, and Anderson & Perry would oversee enforcing it.

Motion: Greiner moved, and Krebs seconded to authorize Jed Crowther to enter into an agreement with Anderson Perry & Associates, Inc. to oversee the construction project up to \$100,000 with review of all documents with the Ports legal. Motion carried unanimously.

6. Presidents Report, Leah Shannon

President Shannon attended the SDAO conference last week in Bend. She was contacted by a member of management with Waste Management. They are interested, and wondering if the Port would be interested again, in pursuing a barge dock project. Shannon is going to have the member of management meet with Jed when he is in town to discuss the details they have so far. She knows we are busy right now but thinking about additional projects to do once these are finishing up, and one new project could be buying the old VI building in Arlington. Potentially putting a business in the bottom and making housing on an upper floor. Wilson stated years ago the port was very close to purchasing the entire thing; hotel/restaurant. Currently it is one tax lot, so the restaurant would need to be separated, and made into two tax lots.

6.1. Budget Committee Appointments: Joanne Smith and Donald Jamieson

Joanne Smith and Donald Jamieson both submitted interest in being on the Ports Budget Committee. President Shannon appointed both Joanne Smith and Donald Jamieson to be on the Ports Budget Committee.

7. Commissioner Reports

7.1. **Ron Wilson-** nothing

7.2. **Kip Krebs-** yesterday met for the aquafer recharge project (all landowners) they are going to start next week doing phase I; the feasibility study and hopefully be finished by June 30th. This started back in 2017, prominently by Peter Mitchell. Also, wanted to bring up the Well out at Willow Creek. Crowther is looking into it.

7.3. **Kathryn Greiner-** League of Oregon City's Day at the Capital. Talking to both Representative Smith and Senator Nash, we need technical assistance because we are so small. Our projects are different because we don't have a lot of programs larger cities have. We could use some help with our housing in our County.

7.4. **Gibb Wilkins-**nothing

8. Executive Session ORS 129.660(2)(e): To conduct deliberations with people designated by governing body to negotiate real property transactions.

Not needed

9. Next Meeting: Commission Meeting- Thursday, March 13, 2025, in the City of Condon

Crowther stated this is the same day the bid opening will take place, so maybe it would be beneficial to move the meeting to Arlington, and Brad thinks we will be able to award a contract by April meeting. March we can announce the bid winner. There was a consensus to Moved the March meeting from Condon to Arlington.

10. Adjourn Meeting

President Shannon adjourned The Regular Commissions meeting at 6:18pm.

President Leah Shannon

Vice President Ron Wilson



DIRECTOR REPORT

March 10, 2025

5.1 ALKALI RIDGE SUBDIVISION

A. Bid Results and Potential Award

Bid Opening for Alkali Ridge Subdivision Request for Proposals is Thursday March 13 at 2 pm. A successful pre-bid walk-thru was held on March 4 with excellent attendance, noted on the list. We appreciate Anderson-Perry inviting wide participation. The Port also contacted twelve firms. As a result, eight general contractors have shown interest as plan holders or have viewed the site.

Brad Baird will tabulate bid results on Thursday before our Port Meeting at 5 pm and make his recommendation for the Intent to Award. We do anticipate receiving competitive bids, because of good outreach performed, and together with industry timing at the start of the construction season. Effective procurement is vital to obtaining reasonable bids, especially in our small rural location.

Please keep in mind that estimated project costs have risen since the earlier bid estimate from about two years ago, coupled with the associated Gilliam County grant award for \$1.22 million. For this reason, there may be a funding gap to fill, to perform the full scope of the project.

So, to plan ahead, the Port researched other potential resources that could supplement the project and help to fill a shortfall if needed. One method is a State Housing Infrastructure grant program that was created after the last legislative session; the application period closes March 31, 2025.

We definitely plan to apply because we have a compelling story, a completed engineering plan, leveraged by matching funds, and it is ready-to-proceed to construction depending on bid results. The maximum award of this program is \$100,000.

Our economic development fund is another source to utilize for uncovered portions, if needed. Recent land sale revenue on the Arlington Mesa could also be used, but hopefully to reserve both fund categories for industrial development at Willow Creek or for our airport properties.

Action on Alkali Ridge Subdivision construction bids based on results/recommendation.

B. Lot Access and Layout

When the Port purchased the Proctor property, it involved varied layout and terrain challenges. First, we Annexed into the City of Arlington and performed Subdivision and Partition procedures. In this way, we were able to sell the 2.8-acre homesite and focus on the front northeast portion.

Our top goal is to prepare suitable infrastructure for eventual Workforce Housing. For this reason, we have already added value to the land; especially as water, sewer, and streets are finished. The resulting new parcels will market more effectively to developers and home builders.

Building on the approved subdivision plan, further plat work will soon be needed to create more lots along the new roadways being constructed. We contacted Dan Meader, City Planner to review potential options for more intensive use on the front northeast portion, approximately five acres.

This step would likely involve Subdivision or Planned Unit Development and Rezone submittal. New plans could logically proceed by city land use review and Planning Commission hearings, (while the previously approved construction work is proceeding). Thus, timing would coincide with construction completion; to have legal tax lots pinned, recorded, and ready for sale and buildout.

Our role to advance development, coupled with generous funding support from Gilliam County, will increase buildable land, add more residential lots, and generate tax revenue within the city. Along this pathway, we intend to promote more housing options and enhance responsible growth.

To better envision lot layout, I built a simple 3-d model, especially to highlight elevation patterns, and to compare half-acre lots on the east hillside to potential 7,500 sf lots on the northeast portion. We prefer to sell developed land, invite private industry to build, and sell remaining steep hillsides.

Consensus requested to proceed with Draft Plat Preparation and Submittal.

Port of Arlington, March 13, 2025 Port Board Meeting, Director Report by Jed Crowther

5.2 WILLOW CREEK WELL

A. Well Drilling Quotes

I appreciate Commissioner Krebs making important connections with a reputable local well driller. In compliance with Port procurement requirements, I also contacted three more drillers as well, and sought to obtain comparable quotes. In my view, Courtney Well Drilling has the best proposal. We will maintain copies of these quotes for future reference.

B. Water Consultant Company

In addition, I contacted Ken Theimann, District Water Master, and he instructed me regarding the permit application process. Because of stringent new permit requirements, he strongly suggested contacting a professional water firm to review water rights and/or permit limitations before drilling. These conditions require wells to be encased and sealed properly and to be able to handle the potential pitfalls of restricted zones and gallonage limits.

I contacted two companies and received a referral for a third. In turn, I met with IRZ Consulting who has done similar work throughout our region. For background reference, I worked with them extensively on prior irrigation design work of the Odessa Groundwater Replacement Program.

I shared the recent Willow Creek Industrial Plan Report by Points Consulting to give general direction for the size of well and gallonage desired.

Gibb Evans and Ty Lord from IRZ provided a Master Services Agreement for our consideration, and they will identify specific work to be performed by Task Order.

Motion to approve Master Services Agreement with IRZ for Willow Creek Industrial Plan and Task Order related to Well Permit Application.

5.3 OTHER

Alpine Canopy Siding was completed by Silver Creek Construction as planned. Pics attached.

Brownfield Environmental Review – I attended a Brownfield presentation at Sherman County in Moro by Mid-Columbia Economic Development District (MCEDD). They have a district-wide program at no cost for participating entities within MCEDD, for Phase 1 environmental review of brownfield properties. MCEDD has contracted directly with Stantec for this service, which also covers all task management and financial functions. I think this program would be useful for Sentry Corp to evaluate the Village Inn and the Devin Oil properties. However, to participate, Gilliam County has not been fully accepted into MCEDD yet, despite achieving all state reviews by Oregon and Washington and federal review by EDA; all due to local contention of the recall, awaiting more stability. May be an opportunity missed, or for County Court to request again.

5.1 A

PRE-BID CONFERENCE
 PORT OF ARLINGTON
 ALKALI RIDGE SUBDIVISION - 2025
 MARCH 4, 2025, 1:00 P.M.

NON-CONTRACTORS - (Please Print)

NAME	ORGANIZATION	PHONE	EMAIL
BRAD BAIRD, PE	ANDERSON PERRY	541-786-2484	bbaird@andersonperry.com
Jed Crowther	Port of Arlington	541-705-2004	Jed.Crowther@PortofArlington.com

CONTRACTORS - (Please Print)

NAME	ORGANIZATION	PHONE	EMAIL
Ronny Williams	Triple River Construction	541-550-6637	Ronny@TripleRiverConstruction.com
Eli Childs	Rc Contracting	541-910-9211	eli@rccontracting.com
Josh Ellingson	Granite Construction	253 269 8556	josh.ellingson@gsinc.com

NAME	ORGANIZATION	PHONE	EMAIL
Jeff Sitz	The Saunders Company	503. 550.9958	jeff@thesaunderscompany.net
John Riney	The Saunders Company	503. 550.2058	john@thesaunderscompany.net
Kendall Conning	Ajax NW	541-490 5812	kendall@ajaxnw.com
Diana Austin	James Dean Const	541-509- 637-3564	estimating@jamesdean.com <small>CONSTRUCTION</small>
Kai Bolen	Bolen Const	541-571- 8275	Kai@bolenconstructionllc.com
Ran Evans	China Creek Con c/c Crack Excavation	541 701-7762 215 2733	ChinaCreekConstruction@gmail.com c/c@crackexcavation@yahoo.com
Bill Rosenbaum			

5.1 A

[Business Oregon : Welcome Page : Housing Infrastructure Support Fund Program : State of Oregon](#)

Housing Infrastructure Support Fund Program

During the 2024 Short Legislative Session, Senate Bill 1537 created, among other things, the Housing Infrastructure Support Fund (HISF). (See Section 12-14 of the Bill).

 **Contact**
[Becky Baxter](#)
Housing Infrastructure
Program & Policy
Coordinator
503-931-4403



 **Subscribe for our email updates**

Additional Resources

Authority
SB 1537

Resources
 [Request for Grant Applications](#)
 [Application](#)

Application Round Now Open

- Business Oregon is administering the Program and has issued this  [Request for Grant Application \("RFGA"\)](#) to solicit applications to set out the application requirements and submission process. The  application period opened February 14, 2025 and are due **March 31, 2025 by 11:59 pm PT**

The HISF was created to provide capacity and support for infrastructure planning to cities to enable them to plan and finance infrastructure for water, sewers and sanitation, stormwater and transportation **to produce housing at densities not less than**

- Seventeen dwelling units per net residential acre if sited within the Metro urban growth boundary,
- Ten units per net residential acre if sited with a population of 30,000 or greater,
- Six units per net residential acre if sited in a city with a population of 2,500 or greater and less than 30,000, or
- Five units per net residential acre if sited in a city with a population less than 2,500.**

Capacity and support includes assistance with local financing opportunities; state and federal grant navigation, writing, review and administration, resource sharing, regional collaboration support, and technical support, including engineering and design assistance.

Eligible Applicants	+
Funding Available and Maximum Awards	+
Ineligible Costs	+
Application Process	+

Attachment A

Housing Infrastructure Support Fund Application



NOTE: Please see Request For Grant Application (“RFGA”) for additional information about the Program, application requirements, and award process. Applications are due on or before March 31, 2025 at 11:59 p.m.

Projects funded through the Housing Infrastructure Support Fund (“HISF”) must be completed and funds drawn within 18 months of contract execution.

A. Applicant:

Municipality or Technical Assistance Provider:

Address:

Federal Tax ID Number:

Contact Name:

Title:

Phone:

E-mail:

B. Project Information

Project Name:

Grant Amount Requested:

Local or Match Contribution (not required):

C. Scope of Work:

Project Summary (see Section 2.d.i.B. of the RFGA)

Goals & Objectives. (see Section 2.d.i.B. of the RFGA)

Attachment A

Outcomes. (see Section 2.d.i.B. of the RFGA)

Readiness to Proceed: (see Section 2.d.i.B. of the RFGA)

D. Work Plan: (see Section 2.d.i.C. of the RFGA)

Use the below chart to submit a Work Plan. As detailed in the RFGA all project activities must be completed within 18 months of contract execution.

Task	Estimated Start Date	Estimated Completion Date
Estimated Project Completion Date		

E. Budget: (see Section 2.d.i.D. of the RFGA)

NOTE: Funds received by the municipality or technical assistance provider shall be to supplement resources and may not supplant the resources and activities of the municipality or technical assistance provider. Accompanying narrative must be provided for those line items that are not self-explanatory.

Budget Line Item	Housing Infrastructure Support Fund	Other Funding	Total

Attachment A

Signature

Date

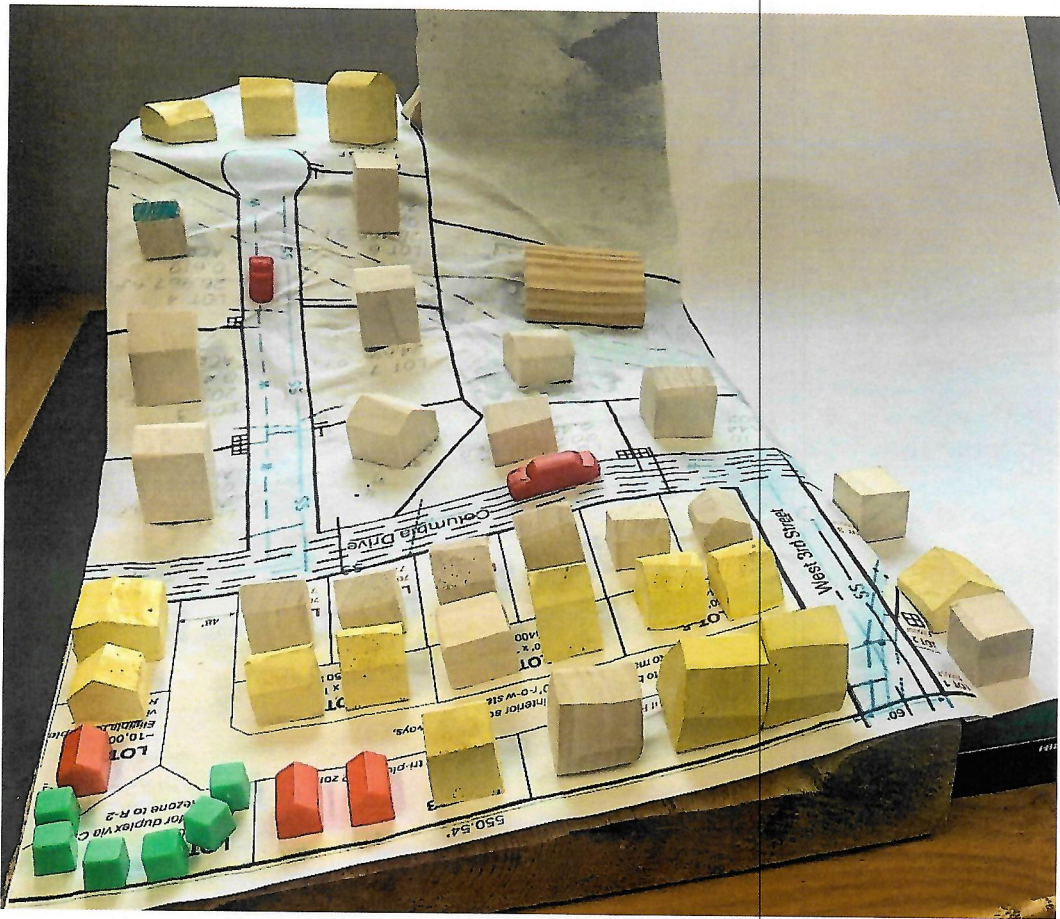
Printed Name

Printed Title

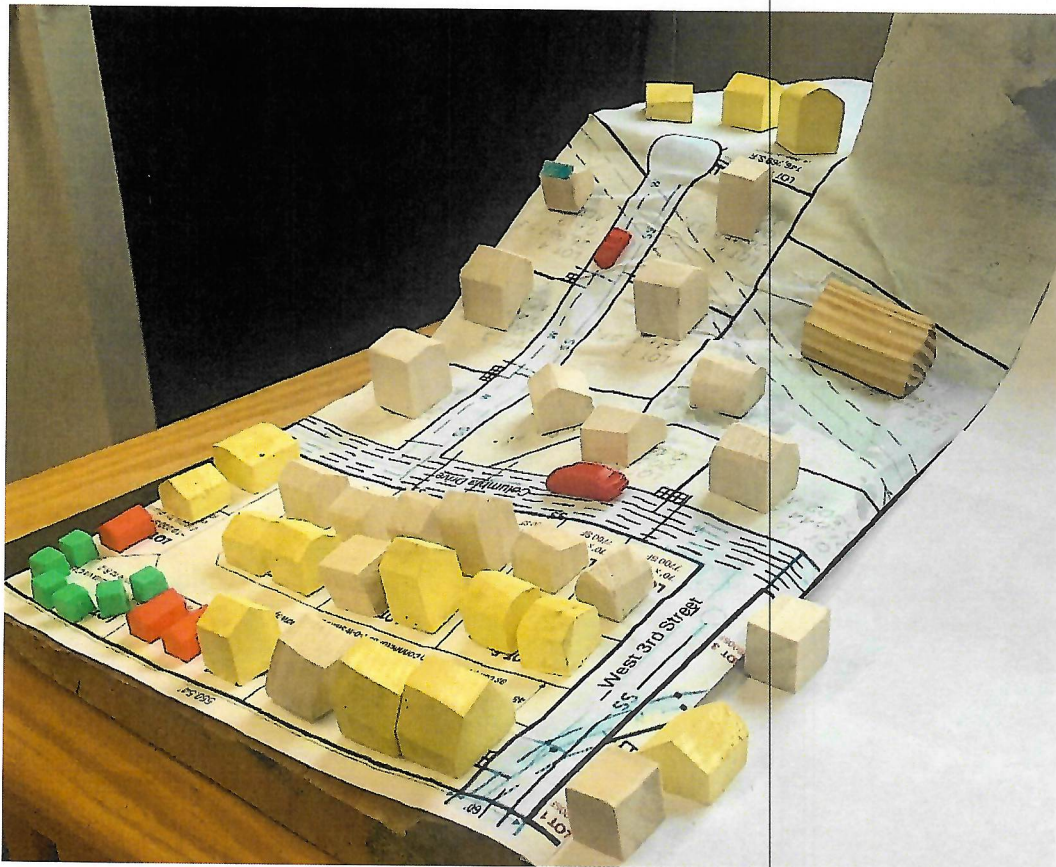
Email the completed application to:
housing.infrastructure@biz.oregon.gov

APPLICATIONS ARE DUE ON OR BEFORE MARCH 31, 2025 AT 11:59 P.M.

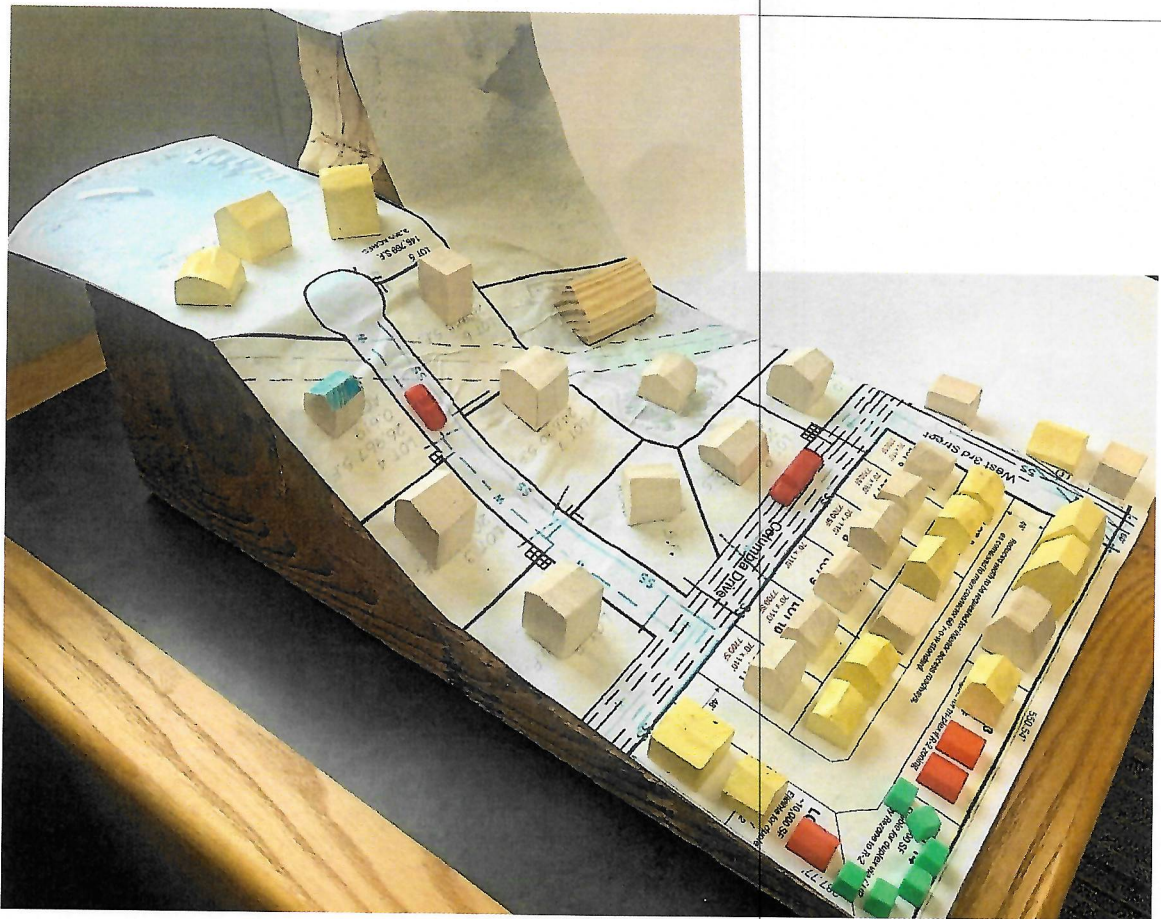
5.1 B



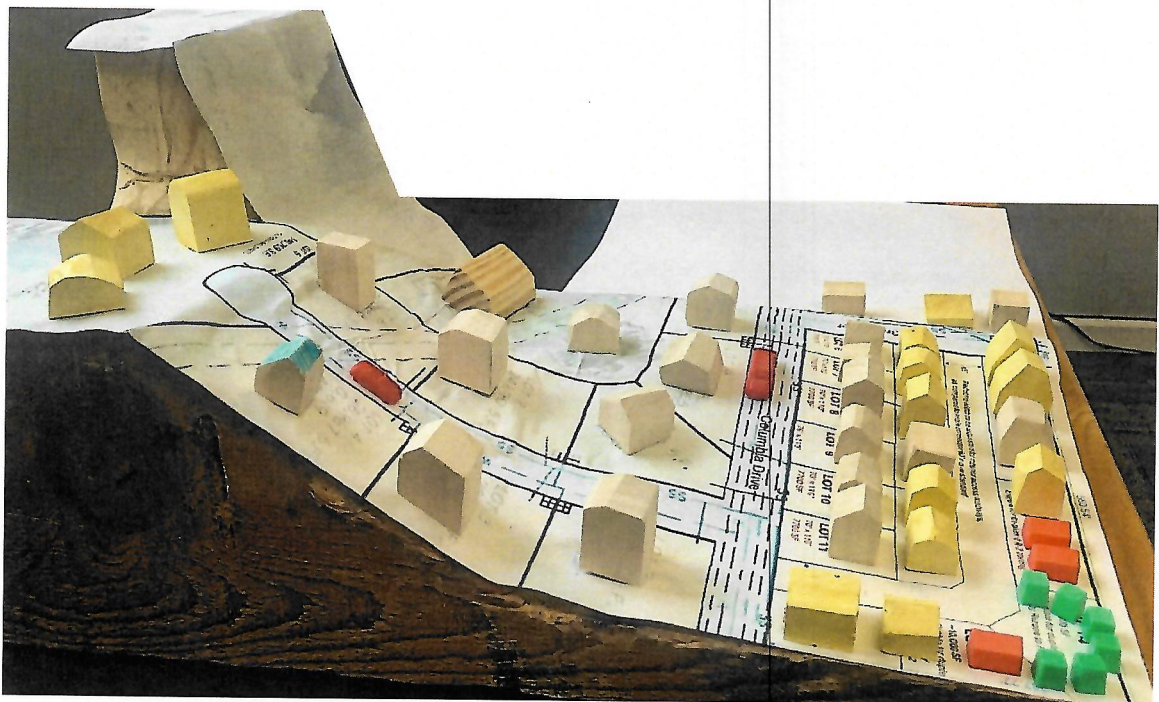
Concept View 1. Facing South.



Concept View 2. Facing Southeast.



Concept View 3. Facing Southwest.



Concept View 4. Facing West.

5.2A

PRICES ARE FIRM -FOOTAGES ARE ESTIMATE ONLY

COURTNEY WELL DRILLING, LLC

PENDLETON 541-276-3681

MAIL: 70026 CONESTOGA DR
PENDLETON, OR 97801

HERMISTON 541-567-3088

SHOP: 2603 NE LINDELL LN
PENDLETON, OR 97801

NAME	PORT OF ARLINGTON
ATTN	KIP KREBS
ADDRESS	
CITY	
STATE	

HOME	
WORK PHONE	
CELL	541-805-8761
FAX PHONE	
DATE	UPDATED 2/18/2025

MAP NO.

NEW 8IN DOMESTIC WELL

DESCRIPTION	FROM	TO	QTY	UNIT	COST	TOTAL			
OR START CARD, RECORDING & MAPPING FEE			1	EACH	\$700.00	\$700.00			
MOB & DEMOB			1	EACH	\$3,000.00	\$1,500.00			
DRILL 12 INCH SURFACE HOLE	0	18	18	FEET	\$54.00	\$972.00			
DRILL 10 INCH CASING HOLE	18	38	20	FEET	\$45.00	\$900.00			
8 INCH TUBEX SHOE			0	EACH	\$432.83	\$0.00			
8 INCH CASING	-2	38	40	FEET	\$42.42	\$1,696.80			
SURFACE SEAL			1	EACH	\$400.00	\$400.00			
BASALT SEAL			1	EACH	\$400.00	\$400.00			
ADDITIONAL BENTONITE FOR SEAL			0	SACK	\$16.00	\$0.00			
DRILL 8 INCH OPEN HOLE	38	500	462	FEET	\$45.00	\$20,790.00			
ALUMINUM WELL CAP			1	EACH	\$120.00	\$120.00			
			0	DAY	\$0.00	\$0.00			
SUB TOTAL						\$27,478.80			
ADDITIONAL COSTS IF REQUIRED TO MEET OR 690 RULES							ADDITIONAL COSTS		
6 IN STEEL LINER	10	210	200	FEET	\$31.53		PVC LINER	6 IN STEEL LINER	
CEMENT FLOAT SHOE			0	EACH	\$853.00			6,306.00	
THREADED DRIVE SHOE			1	EACH	\$225.00			0.00	
CEMENT GROUT			40	SACK	\$46.00			225.00	
CEMENT GROUT PUMP & EQUIP			4	HOUR	\$570.00			1,840.00	
DRILL CEMENT AND CLEAN WELL			6	HOUR	\$650.00			2,280.00	
								3,900.00	
OR									
6 IN STEEL LINER	0	0	0	FEET	\$31.53			0.00	
DRIVE SHOE			0	EACH	\$95.00			0.00	
THREADED DRIVE SHOE			0	EACH	\$200.00			0.00	
SHALE TRAP			0	EACH	\$54.00			0.00	
PERFORATE LINER-			0	HOUR	\$650.00			0.00	
OR									
4.5IN PVC LINER	0	0	0	FEET	\$17.31		0.00		
SHALE TRAP			0	EACH	\$34.14		0.00		
4.5 IN PVC SCREEN	0	0	0	FEET	\$17.50		0.00		
			0		\$0.00	\$0.00	0.00	0.00	
TOTAL						\$27,478.80	0.00	14,551.00	
						OR COPORATE ACTIVITY TAX	\$156.63	0.00	82.94
						SUB TOTAL	\$27,635.43	0.00	14,633.94
						50% DOWN PAYMENT			
						TOTAL DUE	\$27,635.43	27,635.43	42,269.37

THESE PRICES WILL REMAIN IN EFFECT FOR 30 DAYS FROM THE DATE OF THE ESTIMATE. FOOTAGE AND QUANTITIES ARE ESTIMATED

PAYMENT REQUIREMENTS-

1. THE TOTAL AMOUNT OF THE ESTIMATE PRIOR TO MOBILIZATION OR.
2. FIFTY PERCENT DOWN PRIOR TO MOBILIZATION OR,
3. OWNER WILL PAY CONTRACTOR ALL BALANCES DUE ON THE SAME DAY THE FINAL INVOICE IS RECIEVED BY THE OWNER FROM THE CONTRACTOR.

INTEREST ON UNPAID BALANCES SHALL BE COMPUTED AT 18% PER ANNUM STARTING 10 DAYS AFTER RECEIPT OF FINAL INVOICE BY OWNER FROM CONTRACTOR.
OWNER AGREES TO PAY ANY COLLECTION COSTS, INCLUDING ATTORNEY FEES AND COURT COSTS INCURRED BY CONTRACTOR IN COLLECTING PAYMENT.

LAND OWNER	DATE
_____	_____
CONTRACTOR	DATE
_____	_____

Waterwell Developing & Surveys, LLC

PO Box 156
Umatilla, OR 97882



Port of Arlington
c/o Jed Crowther
Willow Creek, exit 147

Estimate

Date	Estimate #
2/19/2025	1061

Project

Item	Description	Qty	Rate	Total
MOBE	MOBE		3,500.00	3,500.00
Start Card	Filing fee for starting a well in Oregon.	1	351.00	351.00
Water Resources Recording ...	Oregon Water Resources Department fee to record your well (HB2145)	1	300.00	300.00
8" Drilling	Drilling a full 8" diameter bore hole. Includes drilling 12" hole for surface seal and 10" under reaming to place 8" casing.	465	65.00	30,225.00
8" Casing	8" diameter casing	460	45.00	20,700.00
8" Drive Shoe	Drive shoe for 8" casing	1	675.00	675.00
Surface Seal - domestic	Surface sealing of the well (domestic). This includes surface seal, sealing casing into basalt.	1	2,500.00	2,500.00
Well Cap	Aluminum well cap for domestic hole	1	175.00	175.00
Fuel Surcharge	Fuel Surcharge		6.00%	58,426.00
	Sales Tax		0.00%	3,505.56
				0.00
This estimate is based on nearby wells. Your costs may vary. Estimates valid for 60 days. Thank you!		Total		\$61,931.56

www.WaterwellDeveloping.com
brandon@waterwelldeveloping.com

5.2A



COURTNEY

WELL DRILLING

70026 Conestoga Dr
Pendleton, OR 97801
(541) 276-3681

OR LICENSE 1735

This agreement is made and entered into on the date written on page 6 of this agreement, between COURTNEY WELL DRILLING, LLC, referred to in this Agreement as “Contractor,” and the party named on page 6, referred to in this agreement as “Owner.”

Owner hereby hires Contractor to perform certain services for Owner, on and subject to the following terms and conditions:

1. Services to be rendered. Owner is hiring Contractor to perform certain services for Owner relating generally to well drilling, repair or alteration on the “Well Site” identified on page 6, which services are set forth more particularly in the “Work Description / Price Estimate” sheet attached to and made a part of this Agreement.
2. Manner of Performance. Contractor has and will maintain throughout its performance all licenses and insurances and agrees to perform all service to be rendered in a manner consistent with applicable law and the professional standards of the industry.
3. Limitations of performance. Both parties understand and acknowledge that neither party can predict exactly the conditions that will be found under the surface of the earth when work is commenced. Accordingly:
 - a. The Contractor does not and cannot agree to find or develop water, nor represent, warranty or guarantee the quantity, quality, or kind of water, if any, which may be found. All operations are at the risk of the Owner and failure to find water shall in no way release the Owner from payment of the full contract price.
 - b. The Contractor shall drill any hole (holes) with the diameter and casing sizes specified in this Agreement, as long as that remains practicable considering the nature of the material being drilled. When, in the opinion of the Contractor, it becomes impractical to proceed as specified, Contractor may, with notice to and approval from Owner proceed with the drilling by using a more practical, smaller size hole diameter and casing size. If the Owner disagrees with proceeding in this way he may order the Contractor to discontinue all drilling, operations; or if the Contractor deems that it is impractical to continue, work shall cease and Contractor shall be paid for all work performed according to the terms of this Agreement.

- c. The Contractor cannot predict and shall not be liable for any delays in performance arising from unforeseen conditions or the hazards of drilling, but in the event of unreasonable delay or failure, this Agreement may be terminated by the Owner upon payment to the Contractor for all drilling done and materials installed.
 - d. If the performance of any of the Contractor's obligations hereunder is materially hampered, interrupted, delayed, or interfered with by reason of severe weather conditions, fire, casualty, lockout, strike, labor conditions, unavoidable accident, riot, war (whether declared or undeclared), act of God or by the enactment of any municipal, State or Federal Ordinance or Law, or by any other legally constituted public authority, or by any other cause beyond the reasonable control of the Contractor, then during the continuance of any such event, the Contractor, at his sole option, shall be relieved of the performance of his obligations hereunder.
 - e. Water well drilling is controlled and regulated by various governmental agencies. Well Drillers must be licensed and bonded to drill on Owner's property. When drilling a well, certain standards must be met which may call for different work or materials than originally anticipated and agreed by the parties.
4. Estimated Contract Price. Owner acknowledges receipt of Contractor's estimate and acknowledges that it is a good faith estimate of the price for the services to be rendered, as presently expected.
5. Limitations of Estimated Contract Price. Notwithstanding the estimated contract price, Owner agrees to pay Contractor for any and all labor, materials, costs and expenses of Contractor in the performance of this Agreement, even if those exceed the estimated contract price.
6. Changes to the Estimated Contract Price.
- a. Geological or physical conditions could become apparent after the work has been started or even after completion that reasonably require more, less, or different work or material than expected in which case said work and material will be added to, or changed, or deleted from this Agreement.
 - b. Extra work or changes in work resulting in extra labor, materials or expenses will be added to and made a part of this Agreement. The charge for this extra labor, materials or expense shall be based on the Contractor's normal rates for such work or material at the time it is performed.
 - c. The Contractor will contact the Owner for approval of changes when it is apparent the cost for construction is exceeding a reasonable dollar amount of the agreed upon Estimate. A change order listing the changes and cost will be agreed upon in writing by both the Owner and Contractor or the Contractor's agent on site.

7. Estimated Starting Date. The estimated starting date shall be _____. This date is an estimated date only, it being agreed that if the drilling has not been started within 30 days of the starting date herein contemplated, then the Owner may cancel this contract in writing to the Contractor. Contractor shall not be responsible or liable to the Owner for any damages of any nature occasioned by any delay in commencing performance hereunder.
8. Completion. The parties understand and acknowledge that because of unpredicted or unforeseen conditions under the surface of the earth and resulting changes to the work that may be required, it is difficult to predict exactly a completion date for the work under this Agreement. This Agreement will be deemed completed upon the occurrence of one of the following:
 - a. Sufficient water has been reached for the purpose intended.
 - b. Owner requests that drilling be stopped.
 - c. At the discretion of the Contractor if he determines the continuation of drilling operations would be impractical.
9. Owners Responsibilities, Representations, and Warranties. The Owner:
 - a. Hereby represents and warrants he has full right and authority to enter into this Agreement and to authorize the Contractor to do the work described in this Agreement on the Well Sited described in the Agreement.
 - b. Hereby represents and warrants there is now and will be at the time work commences and continuing through completion of the work, adequate and reasonable access to the Well Site, suitable for Contractor's purposes in performing this Agreement, and doing such acts incidental thereto as may reasonably be necessary in connection with such performance. If such access is not available, Owner agrees to reimburse any costs incurred by Contractor in arranging for access, site preparation, equipment and material for diverting water and drill cuttings, towing equipment, etc.
 - c. Will provide, at no charge to the Contractor, such space at the Well Site and its proximity as the owner approves and as the Contractor reasonably may require for pits, pumps, machinery, and the storage of material and equipment which may be required under this Agreement, and save the Contractor harmless from any tracks or ruts on the land caused by Contractor's access to the Well Site, or accidental damage to crops, buildings, trees, fences, walks or any other property upon or adjacent to such site, caused by Contractor's access to the Well Site or performance of this Agreement.
 - d. Hereby permits the Contractor to dump all drill cuttings, water and debris taken out of the well during the process of the work, around and about the drill site at such places and in such manner as the Contractor may choose after consultation with the Owner and the Contractor shall not be called to remove or control same.

- e. Hereby takes full responsibility for selecting the exact site of any drilling. Should it occur that the earth conditions will not reasonably permit drilling of a hole in the spot picked by the Owner or picked by the Owner in conjunction with the Contractor, and the Contractor finds it necessary to make a move due to the earth conditions, the price shall be at the same rate as herein mentioned for the first hole, plus the full price for the new location and the new hole. The move shall be treated as a new well for all purposes. The Contractor may make such suggestions as he deems pertinent as to location of the well. It is however, the Owner's responsibility to abide by all governmental rules and regulations when selecting the drill site. The site of the well shall be no less than 100 feet from any existing or proposed drain field and 50 feet from any existing or proposed septic tank and as defined per OR 690-210-0030; these distances must be maintained not only with respect to drain fields or septic tanks on Owner's land but on any neighboring land as well.
- f. Owner will indemnify, defend and hold harmless the Contractor, and its officers, agents and employees, from any claims and all losses, injuries, damages or claims of any type or nature, including by way of example only and not by way of limitation state or federal administrative fines, penalties or fees, arising from or connected with any of the following: (i) the selection and locations of the site of any drilling or work under this Agreement; (ii) contact with any sub-surface utilities, tanks, septic systems, drain fields, irrigation or sewer lines, or other obstructions not disclosed to Contractor; (iii) any other negligence or fault on the part of the Owner.

10. Contractor's Responsibilities. Contractor:

- a. Shall determine the time, manner, means and method of doing the work.
- b. Shall furnish all labor, tools, and machinery necessary to carry out his part of this contract.
- c. Agrees to carry liability and property damage insurance as well as workmen's compensation coverage during the performance of this contract.
- d. Agrees to save the Owner harmless from any and all third-party liens for material and labor supplied by the Contractor.
- e. Agrees to keep an accurate well log as required by the various agencies requiring well logs in the Well Site and supply a copy to the Owner.
- f. Contractor will complete the work in accordance with Oregon Groundwater Law (ORS Chapter 537) and any applicable Rules and Regulations for the Construction and Maintenance of Water Supply Wells in Oregon. (Including OAR Chapter 690, Divisions 200-235 as the same may be amended.)

11. Default. Without limiting any legal remedies otherwise available, in the event of any default by Owner in the performance of this Agreement, Contractor will notify Owner of Default and

Contractor shall have the right to declare this Agreement terminated, and receive full payment for all labor, materials, costs and expenses of Contractor, or in Contractor's discretion to go upon the Well Site without guilt of trespass and reclaim and recover any materials installed by the Contractor in or in conjunction with the work or any part of any well system supplied by the Contractor.

12. Interest on Unpaid Balances. Interest on any unpaid balance shall be computed at 18% per annum. Starting 10 days after receipt of an invoice by Owner from Contractor or 10 days after the date of agreement to pay if stated in this Agreement.
13. Attorney Fees. Owner agrees to pay any collection costs, including court costs and reasonable attorney fees (at trial and on any appeal therefrom), incurred by Contractor in collecting payment, or any court costs and reasonable attorney fees (at trial and on any appeal therefrom) incurred in connection with any suit or legal proceeding arising from or pertaining to this agreement.
14. Integration. This Agreement constitutes the complete and entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject matter hereof.
15. Modification and Waiver. No modification or waiver of this Agreement shall be valid unless it is in writing and signed by both Contractor and Owner.
16. Governing Law. This agreement shall be subject to, and governed by, the laws of the State of Oregon.
17. Venue. Should litigation be permitted under this Agreement, including any application for any provisional remedy provided for under the Oregon Rules of Civil Procedure, arise between Contractor and Owner, venue for such litigation shall be in Umatilla County, Oregon.
18. No Assignment. This Agreement may not be assigned by Owner without the express written consent of Contractor, which consent may be unreasonably withheld in Contractor's discretion. Without limiting the foregoing provisions, this Agreement shall inure to the benefit of and be binding upon the heirs, legal representative, successors and assigns of the parties respectively.
19. Severability. In the event one or more of the provisions contained in this Agreement is deemed to be invalid, illegal or unenforceable in any respect under applicable law, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be impaired thereby.
20. This Agreement may be executed in one or more counterparts, all of which together will constitute one and the same instrument. A signature transmitted by facsimile or other electronic means shall have the same force and effect as an original signature.

MASTER SERVICES AGREEMENT

This Master Services Agreement, effective as of _____, 2025 (“**Effective Date**”), is by and between Port of Arlington (“**CLIENT**”), and IRZ Consulting, LLC, an Oregon limited liability company (“**IRZ**”) (each a “**Party**” and collectively, the “**Parties**”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Work Order. Client shall request IRZ to provide professional services pursuant to a Work Order in the general format attached hereto as Exhibit A which shall describe the scope of work to be provided by IRZ, any special contractual agreements that are applicable to the Work Order, and the method of compensation of the services performed. Work Orders will be prepared for each specific project or work task to be performed for CLIENT.

2. Services. When requested by CLIENT in a Work Order IRZ will perform the scope of work as outlined in the Work Order. The services provided by IRZ to CLIENT under this Agreement will be performed in accordance with the Agreement, the Work Order and in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the State of Oregon.

3. Compensation, Invoices, and Payment. Services will be invoiced pursuant to each Work Order and based on IRZ’s published Fee Schedule attached hereto as Exhibit B unless otherwise specified herein or in the Work Order. The Fee Schedule is subject to change in January of each year. Unless other payments terms are specified herein, CLIENT shall pay each invoice within 30 days. CLIENT shall incur a late fee of 1.5% per month on any unpaid balance.

4. Information. IRZ shall be entitled to rely on all information provided by CLIENT or its advisors for the purposes of completing its scope of work, which shall be complete and accurate, and IRZ shall not in any respect be responsible for the accuracy or completeness of the information provided by CLIENT or have any obligation to verify its accuracy or completeness.

5. Ownership of Documents. CLIENT agrees that all original documents produced by IRZ in accordance with this Agreement, except documents which are required to be filed with public agencies, shall remain the property of IRZ. CLIENT agrees to waive any claim against IRZ and to indemnify, defend and hold harmless IRZ for any and all claims arising out of any use, not authorized in writing by IRZ, of these documents by third parties not related to this Agreement.

6. Insurance. During the term. of this Agreement, IRZ shall maintain in force at its own expense, insurance as follows:

A. IRZ shall provide workers compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers compensation coverage for all their subject workers.

B. Professional liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000.00 for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to any professional services to be provided under this Agreement.

C. General liability insurance with combined single limits, or the equivalent, of not less than \$2,000,000.00, for each occurrence for bodily injury and property damage. The policy shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that CLIENT, and their officers, employees, and agents are additional insureds but only with respect to the IRZ's services to be provided under this Agreement.

D. Automobile liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000.00 for each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.

8. Indemnification.

A. IRZ, to the fullest extent by law, shall indemnify and hold harmless CLIENT from damages, liabilities, and costs to the extent such liabilities, and costs are caused by IRZ's negligent acts, errors, or omissions in the performance of professional services under this Agreement, or anyone for whom IRZ is legally liable.

B. CLIENT, to the fullest extent by law, shall indemnify and hold harmless IRZ from damages, liabilities and costs to the extent such liabilities and costs are caused by CLIENT's acts, errors, or omissions, or anyone for whom CLIENT is legally liable.

C. In the event damages, liabilities, and costs are caused by the joint or concurrent negligence of CLIENT and IRZ, they shall be borne by each Party in proportion to its own negligence.

9. Limitation on Liability. The CLIENT agrees to limit IRZ's liability to the CLIENT and to all construction contractors and sub-contractors on the project, due to IRZ's or any employee of IRZ's negligent acts, errors, or omissions, such that the total aggregate limit of IRZ to all those named shall not exceed \$50,000, or the amount of IRZ's fees, whichever is less. This provision takes precedence over any conflicting provision of this Agreement, or any document incorporated into it or referenced by it.

10. Litigation Testimony. With these services and work, IRZ provides no rights for litigation testimony and if litigation testimony is needed, prior arrangements must be made with IRZ.

11. Cost Opinions. Any cost opinions or project economic evaluation provided by IRZ will be on a basis of experience and judgment, but because IRZ has no control over market conditions or bidding procedures, IRZ cannot warrant that bids, ultimate construction costs, or projected economics will not vary from these opinions. IRZ shall not be responsible for any cost variance.

12. Changes to Work Order. CLIENT may make or approve changes within the Work Order, subject to IRZ approval and with appropriate adjustment for costs and time for performance. If such changes affect IRZ's cost of or time required for performance of the Work Order an equitable adjustment will be made through an amendment to the Work Order.

13. Termination by IRZ. IRZ may terminate this Agreement and any Work Order and not conclude the services and work upon the following circumstances: CLIENT fails to make payment when due; or CLIENT refuses to cooperate with IRZ's services and work or provide information or access to data, equipment, or land as requested and as determined by IRZ in its sole opinion and discretion. **Upon termination of services, CLIENT shall be responsible for paying all sums due and owing under this Agreement for services performed in full within 30 days of billing.**

14. Notices. All notices required or permitted to be given shall be in writing and shall be deemed given and received on personal service or three (3) business days after the date deposited in the United States Mail, certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

IRZ: IRZ Consulting, LLC
500 N. 1st Street
Hermiston, OR 97838
Attention: Gibb Evans
Email: Gibb.Evans@irz.com

CLIENT: Port of Arlington
100 Port Island Road
PO Box 279
Arlington, OR 97812
Email: jed.crowther@portofarlington.com

15. Miscellaneous.

A. Assignment. IRZ may assign this Agreement or enter into a subcontract for any of the work required by this Agreement without the consent of the CLIENT.

B. Amendment. This Agreement may not be amended or modified except by an agreement signed by IRZ and CLIENT

C. Integration. This Agreement, executed Work Orders and the Exhibits attached is the full and complete agreement between the parties concerning IRZ'S services to CLIENT for the above services and scope of work.

D. Severability. If any term, provision, covenant, or condition in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

E. Governing Law/Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Venue for any litigation to enforce this agreement or arising out of this agreement shall lie in the State of Oregon in Umatilla County.

F. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Electronic signatures transmitted either via facsimile or electronic mail in portable document format (pdf) are binding on the party providing the facsimile or electronic mail signatures.

G. Binding. This Agreement will be binding on and inure to the benefit of the Parties and their successors and permitted assigns.

H. Authority. Each Party warrants and represents that (a) all necessary action has been taken to authorize its execution, delivery, and performance of this Agreement; (b) the individual(s) executing this Agreement on behalf of such Party are duly authorized to execute this Agreement and (c) this Agreement is valid, binding, and enforceable against such party.

I. Attorney Fees. If any legal action is filed to enforce a Party's rights under this contract, or to interpret this contract, the prevailing party shall be entitled to his reasonable attorney's fees, costs and expenses from the other at trial, in arbitration, and on appeal.

J. Waiver. The failure of a Party to enforce any provision of this Contract shall not constitute a waiver by that Party of that, or any other, provision.

IRZ:

CLIENT:

IRZ CONSULTING, LLC

By: _____
Gibb Evans, Member

Name: _____

Title: _____

WORK ORDER NO. _____

Client: _____ Date: _____

Phone: _____ Fax: _____

Address: _____

Project Name: _____

Project Leader: _____ Est. Cost: _____

Scope of Work. CLIENT hires IRZ to perform the scope of work as outlined in Exhibit A.

Basis of Payment. Select one:

- _____ Fixed Fee (lump sum)
- _____ Time & Material
- _____ Time & Material (NTE without permission)
- _____ Other as described hereafter:

Special Conditions. Special Conditions related to this Work Order are as follows:

Authority. The undersigned individuals represent and warrant that they are vested with the necessary authority to sign this Work Order on behalf of the entity they represent.

AGREED:

IRZ, CONSULTING, LLC, an Oregon limited liability company

By: _____ Printed Name: _____

as Agent for IRZ CONSULTING Date: _____

Name of CLIENT: _____

Signature: _____ Title: _____

Printed Name: _____ Date: _____

Purchase Number _____

Contact Person: _____ Phone: _____

Email: _____



2025 Rate Schedule *

Principal		\$275	per hour
Senior Project Manager		\$225	per hour
Senior Engineer PE		\$210	per hour
Engineer PE		\$205	per hour
Project Engineer - III		\$190	per hour
Project Engineer - II		\$185	per hour
Project Engineer - I		\$175	per hour
Senior Engineering Technician		\$190	per hour
Engineering Technician		\$160	per hour
Senior Construction Manager		\$190	per hour
Construction Supervisor		\$185	per hour
Construction Specialist		\$175	per hour
Environmental/Water Mgmt.		\$210	per hour
Irrigation Specialist		\$175	per hour
Irrigation Technician		\$100	per hour
Environmental Specialist		\$195	per hour
Environmental Technician		\$150	per hour
Survey Technician		\$150	per hour
Controller		\$150	per hour
Admin Assistant		\$100	per hour
Survey/GPS Equipment		\$45	per hour
Side-by-Side Utility Vehicle		\$45	per hour
Outside Consultant/Services		Cost plus 20%	per person / per day+
International Consulting		\$1,750	Expenses
Mileage Charge		at GSA Rates	
Travel, Meals & Lodging		cost plus 20%	
Procure Project Management Software	(\$/Month/\$1M Construction Project Cost)	\$110	

* Work performed outside of regular business hours will be billed at 1.5 of regular billing rate (including Holidays, weekends, & nights)
 * Hours billed from portal to portal
 * This Fee Schedule will be subject to change annually
 * Fixed fee or custom fee schedule are available and negotiated

Port of Arlington – Alpine Canopy Siding

Completed February 28, 2025 by Silver Creek Construction



