

**ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT
BOARD OF COMMISSIONERS MEETING**

Thursday June 20, 2024. 6:15 PM [after Executive Session]

In-Person at the Firehouse and Zoom

<https://us02web.zoom.us/j/87369759588?pwd=RFFDRjlzdFgrZFZOaFlxNlZxSndwQT09>

The Board Meeting adheres to a 1.25 hour meeting rule. Meeting discussion will conclude sharply at that time to allow for the last 3 agenda items. Any uncompleted or remaining business will be rolled over until the next monthly Board Meeting.

Domestic Water Supply District Meeting

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|---|------|
| I. Call to Order | Bill |
| II. Conflict of Interest Declarations | Bill |
| III. Public Comments | Bill |
| IV. Agenda Approval (Action) | Bill |
| V. Approve May 16th & June 11th Minutes (Action) – Pg. 2-4 | Bill |
| VI. Financial & Administrative Reporting | |
| A. Accept May Budget vs Actual Report - Pg. 5-7 | Bill |
| B. Accept Arch Cape Forest-Watershed Accounting Worksheet - Pg. 8 | Bill |
| C. Accept May Payment of Accounts - Pg. 9 | Bill |
| D. Accept Correspondence Requiring No Action - Pg. 10 | Bill |
| E. Treasurer’s Report | Sam |
| F. 2023-2024 Audit Update | Bill |
| VII. Extended/New Agreements | Bill |
| A. Extension - Jigsaw – (Action) Pg. 11-20 | |
| B. New - Information Technology, Website, Asset Management (Information) | |
| VIII. Review of District’s Billing Review Policy #16-06 WD (Action) – Pg. 21-24 | Bob |
| IX. Update on Local Option Levy for District Administrator (Information) – Pg. 25 | Bill |
| X. Update on Search for Districts’ Information (Information) | Bill |
| XI. Reports | |
| A. Staff Report and Correspondence for Action | Matt |
| B. Board Members’ Comments and Reports | All |
| XII. Forest-Watershed | |
| A. Public Access & Recreation Policy (Action) – Pg. 26-29 | Bill |
| B. NCLC Impasse with District’s road priorities (Information) – Pg. 30-41 | Bill |
| XIII. July Meeting | Bill |
| XIV Public Comments | Bill |
| XV. Adjournment | |

Arch Cape Domestic Water Supply District Board Meeting Minutes

May 16, 2024

Pursuant to notice posted, a regular meeting of the Board of Directors was held via Zoom and in person at Arch Cape Fire Hall in Arch Cape, Oregon.

Present: Bill Campbell, Chair, Directors: Bob Cerelli, Chris Mastrandrea, Tevis Dooley, Sam Garrison. Staff: Matt Gardner, District Manager and Teri Fladstol, Administrative Assistant. Public: John Mersereau, Darr Tindall, Casey Short, Mark Engberg, Joe Sherman

Call to Order at 6:01 pm by Bill Campbell

Conflict of Interest Declarations: None

Public Comments: None

Agenda Approval: Call from Chair to accept agenda with change to move VIII. Procurement up to be addressed before Budget Hearing and to strike VI. Consideration of Local Option Levy until next month. Motion made by Bob Cerelli to accept agenda with changes; Second by Chris Mastrandrea; Motion Carried.

Accept April Minutes: Motion made by Tevis Dooley to accept minutes as presented; Second by Chris Mastrandrea; Motion Carried.

Financial & Administrative Reporting: Sam, Treasurer report, has been reconciled and questions answered.

Audits Update: 2022-2023 audit is still in progress. Hopefully a draft by June.

Procurement: Intent is to update the Public Procurement and Contracting rules so as to have the same public contracting rules as does Sanitary District. Chair called for a motion to adopt Resolution 2024-0516CR WD that replaces Resolution 2024-0216 to clarify the public contracting rules that will be used by the Water District in conjunction with the Sanitary District. So moved by Tevis Dooley; Second by Bob Cerelli; Motion Carried.

Budget – with Public Hearings

- Sole Procurement: The capital project in the FY2024-2025 Budget is to upgrade the Computerized Electrical Components of the Water. Westech is the provider for the system purchased in 2014 and provides the Computerized Electrical Components. Chair called for a motion to Adopt Resolution 2024-0516SS WD for a sole procurement from Westech for the upgrades. So moved by Tevis Dooley; Second by Chris Mastrandrea; Motion Carried.
- Amend Fiscal Year 2023-2024. To move money from Contingency appropriation to amend the Personnel Services and the Materials & Services appropriations. Chair called for motion to adopt Resolution 2024-0516B-1 to amend the 2023-2024 Budget. So moved by Chris Mastrandrea, Second by Bob Cerelli; Motion Carried.
- Resolution to Adopt FY2024-2025 Budget –
 - Chair discussed the proposed budget with changes as listed in the May Board Packet. Motion to amend the proposed 2024-2025 Budget to add \$61,312 for staff time be transferred from the Forest Fund to the General Fund by Chris Mastrandrea; Second by Sam Garrison; discussion and call for vote, motion carried
 - Chair called for motion to adopt Resolution 2024-0516B-2 to adopt a budget and appropriations as amended. So moved by Bob Cerelli; Second by Tevis Dooley; Motion Carried.
- Resolution to Adopt the Rate Increase for 2024-2025 – Chair discussed the quarterly rate increase as well as the increase of excess usage charges by tier. Chair called for motion to adopt Resolution 2024-0516B-3 as set forth. So moved by Sam Garrison; Seconded by Chris Mastrandrea; Motion Carried.
- Resolution to Adopt the System Development Charge (SDC) increase – Chair discussed the process for system development charges. Chair called for motion to adopt Resolution 2024-0516B-4 as set forth. Chris Mastrandrea

asked for clarification to be made on the Resolution to show that the \$1,200 connection fee is for each meter – not just the ¾” meter. So moved by Bob Cerelli; Seconded by Tevis Dooley; Motion Carried.

- Chair called for a motion to accept the Long-Range Plan as included in the Board Packet. So moved by Tevis Dooley; Seconded by Sam Garrison; Motion Carried.

Update on search for Districts’ Information: Chair updated Board on where the project is at this time. Bill will work with Teri to determine where documents are stored and how to process them to file.

Staff Report & Correspondence for Action: Matt updated that we are now at 173 meters completed on the lead-line meter project. We will have more information on the status on project.

Board Reports:

- Sam Garrison – no
- Tevis Dooley – hard decisions tonight; but good work.
- Chris Mastrandrea – no
- Bob Cerelli – would like to see the Board start working on policies and procedures as we move forward. Bob, Tevis and Bill will work to identify which ones and how that process will work.

June Agenda Items: Levy Action Item, Public Access/Recreation Policy, Policy & Procedure Review,

Public Comments: None

Meeting Adjourned as Water District and Sanitary District Boards moved to Executive Session at 6:58 pm. Public was dismissed, but welcome back at end of Executive Session. There being no further business, meeting adjourned at 7:30 pm.

Respectfully Submitted,

Attest:



Teri Fladstol, Secretary



Bill Campbell, President

Arch Cape Domestic Water Supply District
Board Meeting Minutes

June 11, 2024

Pursuant to notice posted, a regular meeting Board of Directors was held via Zoom

Present: Bill Campbell, Chair, Directors: Bob Cerelli, Chris Mastrandrea, Tevis Dooley, Sam Garrison
Staff: Matt Gardner, District Manager.

Call to Order at 5:00 pm by Bill Campbell

Agenda Approval: Motion made by Chris Mastrandrea to accept agenda as presented; Second by Sam Garrison. Motion Carried.

FY2023-2024 Capital Budget: Motion made by Bob Cerelli to Adopt Resolution # 2024-0611B-1 WD to amend the FY2023 capital budget; Second by Sam Garrison. Motion Carried.

FY2023-2025 Budget: Motion made by Bob Cerelli to Adopt Resolution # 2024-0611B-1 WD to amend the FY2023 capital budget; Second by Sam Garrison. Motion Carried.

Adjourn: There being no further business, Motion by Bob Cerelli to adjourn the meeting. Second by Tevis Dooley, Motion Carried. Meeting adjourned at 5:04 pm.

Respectfully Submitted & Attested:



Bill Campbell, President

ARCH CAPE DOMESTIC WATER DISTRICT - BUDGET VS ACTUAL GENERAL FUND
FISCAL YEAR July 1, 23 to June 30, 24

RESOURCES									
	Budget	1st Qtr	2nd Qtr	3rd Qtr	Apr-24	May-24	Jun-24	Spent	% Left
Beginning Balance	\$ 105,837	\$ 105,837	\$ 105,837	\$ 105,837	\$ 105,837	\$ 105,837	\$ 105,837	\$ 105,837	
REVENUE									
Base Rate Meter Sales	\$ 201,703	\$ 56,794	\$ 48,910	\$ 49,913	\$ 29,085	\$ 1,526		186,229	8%
Overage/Excess Usage	\$ 17,000	\$ 7,148	\$ 7,981	\$ 1,940	\$ 551	\$ 5		17,625	-4%
Debt Service	\$ 20,740	\$ 5,270	\$ 4,732	\$ 4,687	\$ 2,767	\$ 136		17,592	15%
IGA Income (Sanitary District)	\$ 157,500	\$ 9,106	\$ 45,962	\$ 29,432	\$ 21,988	\$ 33,058		139,546	11%
Meter Hook-Up Fee	\$ 1,400	\$ 1,400		\$ 1,400				2,800	-100%
Cannon View Park Services	\$ 800	\$ 1,313						1,313	-64%
Miscellaneous Income	\$ -		\$ 5,207					5,207	
LGIP - Interest	\$ 1,000	\$ 2,645	\$ 3,080	\$ 2,760	\$ 861			9,347	
TOTAL REVENUE	\$ 400,143	\$ 83,677	\$ 115,872	\$ 90,132	\$ 55,252	\$ 34,725	\$ -	\$ 379,658	5%
TOTAL RESOURCES	\$ 505,980	\$ 189,514	\$ 221,709	\$ 195,969	\$ 161,089	\$ 140,562	\$ 105,837	\$ 485,495	4%
REQUIREMENTS									
EXPENDITURES									
MATERIALS & SERVICES									
Wage - District Manager	\$ 80,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 48,805	\$ 8,250		117,055	-46%
Wages - Operator	\$ 55,000	\$ 12,813	\$ 13,016	\$ 13,164	\$ 5,791	\$ 4,534		49,318	10%
Employer Payroll Taxes	\$ 12,500	\$ 3,075	\$ 2,823	\$ 2,940	\$ 4,563	\$ 1,023		14,424	-15%
PERS Retirement	\$ 35,250	\$ 2,087	\$ 1,793	\$ 4,090	\$ 1,500	\$ 13,771		23,241	34%
Medical Insurance	\$ 40,000	\$ 2,355	\$ 3,206	\$ 1,891	\$ 684	\$ 684		8,819	78%
Worker's Compensation Insurance	\$ 3,400	\$ -	\$ -		\$ 168			168	95%
TOTAL PERSONNEL SERVICES	\$ 226,150	\$ 40,329	\$ 40,838	\$ 42,085	\$ 61,511	\$ 28,262	\$ -	\$ 213,025	6%
Administrative Services	\$ 44,400	\$ 6,450	\$ 12,800	\$ 9,600	\$ 3,200	\$ 3,200		35,250	21%
Temporary Help	\$ 10,000	\$ 150			\$ 280			430	96%
Clothing Allowance	\$ 1,000	\$ -	\$ 156	\$ 753				909	9%
Education	\$ 2,700	\$ 414		\$ 1,049		\$ 155		1,618	40%
Travel	\$ 1,000	\$ 225		\$ 1,420				1,645	-65%
Office Supplies	\$ 2,300	\$ 417	\$ 401	\$ 2,186	\$ 1,069	\$ 27		4,100	-78%
Postage	\$ 2,500	\$ 27	\$ 844	\$ 598		\$ 272		1,741	30%
Vehicle	\$ 4,000	\$ 790	\$ 2,904	\$ 1,465	\$ 277	\$ 201		5,637	-41%
TOTAL IGA	\$ 67,900	\$ 8,473	\$ 17,105	\$ 17,071	\$ 4,826	\$ 3,855	\$ -	\$ 51,330	24%
TOTAL PERSONNEL SERVICES & IGA	\$ 294,050	\$ 48,803	\$ 57,943	\$ 59,156	\$ 66,337	\$ 32,117	\$ -	\$ 5,805	98%
	Budget	1st Qtr	2nd Qtr	3rd Qtr	Apr-24	May-24	Jun-24	Spent	% Left

Facilities Use (Santiary)	\$ 3,750			\$ 3,750				3,750	0%
Payroll Administration Service	\$ 500	\$ 120	\$ 137	\$ 120	\$ 40	\$ 40		457	9%
Liability & Property Insurance	\$ 12,000		\$ 9	\$ 9,471				9,480	21%
Licenses	\$ 2,000							-	100%
Dues & Taxes	\$ 1,450	\$ 3,190	\$ (1,574)	\$ 567	\$ 370			2,554	-76%
Professional Services	\$ 5,000							-	100%
Auditing Service	\$ 25,000			\$ 10,800				10,800	57%
Legal Services	\$ 9,500		\$ 400	\$ 12,102	\$ 180	\$ 373		13,055	-37%
Notices	\$ 700	\$ 138			\$ 92			230	67%
Utilities	\$ 12,000	\$ 2,157	\$ 3,523	\$ 1,981	\$ 529	\$ 627		8,816	27%
Maintenance	\$ 65,000	\$ 6,163	\$ 11,262	\$ 10,269	\$ 6,983	\$ 3,210		37,887	42%
Chemicals	\$ 6,500	\$ 3,467		\$ 2,279	\$ 733			6,479	0%
TOTAL MATERIALS & SERVICES	\$ 143,400	\$ 15,234	\$ 13,757	\$ 51,339	\$ 8,927	\$ 4,251	\$ -	\$ 93,509	35%
DEBT SERVICE & SURCHARGES									
Debt Serv-IFA Water Plant Upgrade [P]	\$ 17,023		\$ 17,194					17,194	-1%
Debt Serv-IFA Water Plant Upgrade [I]	\$ 3,749		\$ 3,578					3,578	5%
TOTAL DEBT SERVICE	\$ 20,772	\$ -	\$ 20,772	\$ -	\$ -	\$ -	\$ -	\$ 20,772	
TOTAL EXPENDITURES	\$ 164,172	\$ 64,037	\$ 92,471	\$ 110,495	\$ 75,264	\$ 36,368	\$ -	\$ 114,280	30%
CONTINGENCY & UNAPPROPRIATED BALANCE									
Meter Replacement	\$ -								
Access Road to WWTP	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Contingency	\$ 62,843								
Unappropriated Balance	\$ 3,416								
TOTAL CONTINGENCY & UNAPPROPRIATED BALANCE	\$ 68,259	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
TOTAL REQUIREMENTS:	\$232,431	\$0	\$0	\$0	\$0	\$0	\$0		

CAPITAL FUND									
	Budget	1st Qtr	2nd Qtr	3rd Qtr	Apr-24	May-24	Jun-24	Spent	% Left
RESOURCES									
Beginning Balance	\$75,828	\$75,828	\$75,828	\$75,828	\$75,828	\$75,828	\$75,828	75,828	100%
REVENUE									
SDC Revenue	\$13,163	\$12,971		\$13,163				\$26,134	-99%
TOTAL REVENUE	\$13,163	\$12,971	\$0	\$13,163	\$0	\$0	\$0	\$26,134	-99%
TOTAL RESOURCES	\$88,991	\$88,799	\$75,828	\$88,991	\$75,828	\$75,828	\$75,828	\$101,962	-15%
REQUIREMENTS									
	Budget	1st Qtr	2nd Qtr	Jan-24	Jan-24	Feb-24	Mar-24	Spent	% Left
EXPENDITURES									
TOTAL EXPENDITURES		0	0	0	0	0	0	\$0	

CONTINGENCY & UNAPPROPRIATED BALANCE							
Contingency	\$88,990						
Unappropriated Balance	\$0						
TOTAL CONTINGENCY & UNAPPROPRIATED BALANCE	\$ 88,990						
TOTAL REQUIREMENTS:	\$88,990	\$0	\$0	\$0	\$0	\$0	\$0

FOREST (WATERSHED) FUND									
	Budget	1st Qtr	2nd Qtr	3rd Qtr	Apr-24	May-24	Jun-24	Spent	% Left
RESOURCES									
Beginning Balance	\$409,103							409,103	
REVENUE									
Business OR - ARPA	\$776,626	219,574	112,957	71,254				403,785	48%
Safe Drinking Water (U22010)	\$30,000							-	100%
Hollis Foundation								-	
Private Donations		800	625	20,300				21,725	
LGIP - Interest	\$14,625	2,069	3,225	4,467	1,472			11,232	23%
TOTAL REVENUE	\$ 821,251	\$ 222,443	\$ 116,807	\$ 96,021	\$ 1,472	\$ -	\$ -	\$ 436,742	47%
TOTAL RESOURCES	\$1,230,354	\$222,443	\$116,807	\$96,021	\$1,472	\$0	\$0	\$845,845	31%

REQUIREMENTS									
EXPENDITURES									
Audit				\$ 2,700				2,700	
ODF Fire Protection	\$2,335							-	100%
Legal Fees				\$ 840				840	
ARPA Legal Fees			\$ 2,430	\$ 1,230	\$ 960			4,620	
Project Management Services	\$98,969	\$ 27,533	\$ 6,125		\$ 2,510			36,168	63%
Project Management - District Staff								-	
Forestry Services	\$48,258	\$ 28,699	\$ 22,480	\$ 36,008	\$ 2,125	\$ 2,535		91,846	-90%
Finance Management		\$ 1,000	\$ 2,000	\$ 1,500	\$ 500	\$ 500		5,500	
Hollis Foundation								-	
Construction	\$638,899	\$ 40,845	\$ 43,432			\$ 13,034		97,311	85%
Land Maintenance Repair		\$ 32,924	\$ 12,148		\$ 1,208			46,280	
TOTAL EXPENDITURES	\$ 788,461	\$ 131,001	\$ 88,614	\$ 42,278	\$ 7,303	\$ 16,069	\$ -	\$ 285,266	64%

FOREST-WATERSHED ACCOUNTING WORKSHEET

FY2023-2024 BUDGET VS ACTUAL

EXPENSES	Budget	Prior Expenses	March Expenses	April Expenses	May Expenses	Remain
ODF - Fire Protection	\$ 2,550	\$ (2,550)				\$ (0)
Legal/ Land Use	\$ 6,430	\$ (3,420)	(\$960)		(\$228)	\$ 1,822
Finance Mgmt	\$ 6,000	\$ (4,000)	(\$500)	(\$500)	(\$500)	\$ 500
Project Management	\$ 42,190	\$ (39,703)	(\$313)	(\$2,125)		\$ 50
Road Management Consulting	\$ 10,000	\$ (2,118)	(\$1,813)	(\$2,535)	(\$1,685)	\$ 1,850
Forest Management Consulting	\$ 44,912	\$ (42,412)	(\$698)			\$ 1,802
Road Maintenance Supplies - Rock	\$ 12,148	\$ (12,148)				\$ -
Other Road Maintenance/Services	\$ 70,000		(\$1,208)	(\$1,180)	(\$330)	\$ 67,282
Land Restoration						\$ -
Pre-Commercial Thinning	\$ 39,892	\$ (39,892)				\$ -
Miscellaneous	\$ 222	\$ (222)				\$ -
TOTAL MATERIALS & SERVICES	\$ 234,344	\$ (146,465)	(\$5,491)	(\$6,340)	(\$2,743)	\$ 73,305
Road Construction	\$ 52,666	\$ (52,666)				\$ -
Road Decommissioning	\$ 35,000			(\$11,854)	(\$1,220)	\$ 21,926
TOTAL CAPITAL OUTLAY	\$ 87,666	\$ (52,666)	\$ -	\$ (11,854)	\$ (1,220)	\$ 21,926
Transfer to General Fund (Audit)	\$ 2,800		(\$2,700)			\$ 100
Transfer to General Fund (staff time for property mgmt.)	\$ 750	TBD				
TOTAL TRANSFERS TO GENERAL FUND	\$ 3,550	\$ -	\$ (2,700)	\$ -	\$ -	\$ 3,550
TOTAL	\$ 325,560	\$ (199,131)	\$ (8,191)	\$ (18,194)	\$ (3,963)	\$ 98,781

Type	Num	Date	Name	Account	Paid
Check	EFT	5/2/2024	CS&S	01-6200 · Maintenance	\$ 83.00
Check	2265	5/9/2024	Haglund Kelley LLP	01-6108 · Legal Services	\$ 373.09
Check	2263	5/9/2024	Bob McEwan Construction	01-6200 · Maintenance	\$ 1,312.00
Check	2264	5/9/2024	Ferguson Waterworks	01-6200 · Maintenance	\$ 319.36
Check	EFT	5/10/2024	Amazon.com	01-6006 · Office Supplies	\$ 12.45
Check	EFT	5/13/2024	Sure Payroll	01-6102 · Payroll Administration Service	\$ 39.99
Check	EFT	5/14/2024	OCT Water Quality	01-6004 · Education	\$ 154.85
Check	EFT	5/14/2024	Sure Payroll	Payroll	\$ 6,291.77
Check	2271	5/16/2024	SDIS	01-5005 · Medical Insurance	\$ 54.85
Check	2270	5/16/2024	NAPA Auto Parts	01-6008 · Vehicle	\$ 34.45
Check	2273	5/16/2024	Jackson Oil	01-6008 · Vehicle	\$ 166.28
Check	2272	5/16/2024	Pacific Power	01-6110 · Utilities	\$ 529.78
Check	2267	5/16/2024	Ferguson Waterworks	01-6200 · Maintenance	\$ 88.41
Check	2268	5/16/2024	USA BlueBook	01-6200 · Maintenance	\$ 344.93
Check	2269	5/16/2024	Tevis Dooley	01-6200 · Maintenance	\$ 245.00
Check	EFT	5/20/2024	Amazon.com	01-6006 · Office Supplies	\$ 14.99
Check	2276	5/23/2024	WesTech	00-1000 · #1196 Main Checking	VOIDED
Check	2275	5/23/2024	Ferguson Waterworks	01-6200 · Maintenance	\$ 173.26
Check	EFT	5/23/2024	1st Security Bank	Rate Payer's Check returned	\$ 388.00
Check	EFT	5/28/2024	PERS	01-5004 · PERS Retirement	\$ 14,967.03
Check	EFT	5/28/2024	AT&T Mobility	01-6110 · Utilities	\$ 97.48
Check	TFR	5/28/2024	1st Security Bank	03-1000 · Forest Fund	\$ 1,000.00
Check	EFT	5/29/2024	MODA Health	01-5005 · Medical Insurance	\$ 629.18
Check	2277	5/29/2024	Jigsaw Consulting Services	01-6001 · Administrative Services	\$ 3,200.00
Check	2277	5/29/2024	Jigsaw Consulting Services	01-6007 · Postage	\$ 272.00
Check	EFT	5/29/2024	Atlas Copco	01-6200 · Maintenance	\$ 553.22
Check	EFT	5/30/2024	Sure Payroll	Payroll	\$ 6,748.27
Check	EFT	5/31/2024		01-6100 · Bank Service Charges	\$ 10.00
Check	2266	5/9/2024	Morgans Resource Management	03-6840 · Reimburs Grant Expense - Forest	\$ 2,535.00
Check	2274	5/16/2024	VB Contructions, Inc.	03-7800 · Business OR - ARPA	\$ 13,034.00
Check	2277	5/29/2024	Jigsaw Consulting Services	03-6840 · Reimburs Grant Expense - Forest	\$ 500.00

Agreements - Topic Description June 20, 2024

Action / Information: Action & Information

Background

The following are extended / new services that will be provided to the Districts in FY2024-2025, with the costs being shared 50-50.

A. Extended Agreements (Action)

Jigsaw (Teri) has two contract extensions for FY2024 with the District, each of which is one year in length.

- 1) Administrative Support Services to both Districts. These costs are split 50-50 between the two Districts. Budget - \$38,500. Contract - \$38,400
- 2) ARAA related Accounting Services to the Water District pertaining to the Forest. ARPA pays the full cost for these services. Budget - \$6,300. Contract - \$6,000

B. New Agreements (Information)

- 1) Information Technology (IT) – 111Design
Budget - \$8,446. Agreement - \$2,400 for 3 hrs of IT support monthly
 - a. Purchase/ implement admin computer system (computer, printer, firewall, application license transfer) with secure remote data access
 - b. 3 hours/ month maintenance support, on-call tech support help or other IT services -
 - c. \$75 / hr for IT services greater than 3 hours per month
- 2) Web site build and Support – Streamline which was recommended by CB Fire and SDAO
Budget - \$3,488. Agreement - \$3,488
 - a. Build web site based on existing content
 - b. Training
 - c. On-going Support

Mark Engberg is willing to be point person to work with Streamline on the build out. By July 1, review web site and send to him :

- Any information that is on the current site that you would like to be removed
- Any other information that you would like to be added in the future

- 3) Asset Management – Mpulse Software.
Budget - \$8,000. Agreement - \$4998
 - a. Software License for 3 users
 - b. 3-day customization and training

Board Objective - Action

Proposed Motion 1:

Authorize the Water Board President to sign the Administrative Services contract with Jigsaw for FY2024-2025.

Proposed Motion 2:

Authorize the Water Board President to sign the ARPA Services contract with Jigsaw for FY2024-2025.

**ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT
ADMINISTRATIVE SUPPORT PERSONAL SERVICES AGREEMENT**

THIS PERSONAL SERVICES CONTRACT ("Contract") is made by and between the Arch Cape Domestic Water Supply District (ACDWSD), a water district formed under ORS Chapter 264, and Earl Enterprises, Inc. DBQ: Jigsaw Consulting Services ("Contractor").

RECITALS

- A. ACDWSD needs the services of a professional Contractor with the particular training, ability, knowledge, and experience possessed by Contractor and wishes to receive such services from Contractor.
- B. ACDWSD desires assistance with the administration of the District as it relates to finance, accounts, and general services limited to the job descriptions.
- C. The parties wish to set forth the terms and conditions of their agreement in this Personal Services Contract ("Contract").

AGREEMENT

- 1. **SCOPE OF WORK.** Contractor shall provide professional, technical, and expert services to ACDWSD, as more particularly described in the attached, "Contractor Scope of Services Arch Cape Domestic Water Supply and Sanitary Districts – Exhibit A."
- 2. **EFFECTIVE DATE AND DURATION OF CONTRACT.** This Contract shall become effective on July 1, 2024. This Contract shall remain in full force and effect until June 30th, 2025.
- 3. **PAYMENT.** ACDWSD agrees to pay the Contractor a sum payment of \$3,200.00 per month by the Arch Cape Domestic Water Supply District for the services and work required under this Contract.
 - 3.1. **CONTRACTOR** shall submit monthly billings for work performed from July 1st, 2024, through June 30th, 2025.
 - 3.2. ACDWSD shall pay Contractor for the amount billed within thirty (30) days after receiving Contractor's billing. ACDWSD shall not pay any amount in excess of the compensation amounts set forth above nor shall ACDWSD pay Contractor any fees or costs which ACDWSD reasonably disputes.
 - 3.3. ACDWSD shall reimburse Contractor for expenses on behalf of ACDWSD related to fulfillment of duties outlined in the scope of work. These expenses are payable upon receipt of billing with proper documentation/receipt showing items purchased and price paid [example: stamps for quarterly billing].
 - 3.4. **FAILURE TO PERFORM.** In the event that Contractor fails to perform any material obligations, ACDWSD reserves the right to give Contractor written notice of such failure. The contractor will then have thirty (30) calendar days to resolve the failure. If the failure is not resolved within thirty (30) days after notification, ACDWSD reserves the right to withhold all money that is due and payable to Contractor. Such a

remedy is in addition to other remedies that might be available to ACDWSD. Moreover, ACDWSD reserves the right to terminate the contract if Contractor exceeds thirty (30) days of non-performance.

4. **CHANGES.** This Contract, including all exhibits attached hereto, shall not be waived, altered, modified, supplemented, extended, or amended, in any manner whatsoever, except by written instrument, executed by both parties. The parties acknowledge and agree that this Contract may be amended to specifically provide for changes (additions or subtractions) to Contractor services that are within or directly related to the Scope of Work.
5. **INDEPENDENT CONTRACTOR STATUS/CONTRACTOR WARRANTIES.** Contractor shall be free from ACDWSD direction and control over the means and manner of providing the labor or service, subject only to the specifications of the desired results. Contractors shall furnish the tools or equipment necessary for the contracted labor or services.
 - 5.1. Contractor agrees, warrants, represents, and certifies that:
 - 5.1.1. Contractor is engaged as an independent Contractor and will be responsible for any federal or state taxes applicable to any payments made under this Contract.
 - 5.1.2. Contractor has filed federal and state income tax returns in the name of the business, for the previous year, for labor or services performed as an independent Contractor in the previous year.
 - 5.1.3. The work or services performed under this Contract shall be performed in a good and workmanlike manner and in accordance with the degree of skill and diligence normally employed by professional Contractors performing the same or similar services at the time and location such services are performed.
 - 5.1.4. Contractor has the power and authority to enter into and perform this Contract and, when executed and delivered, this Contract shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.
 - 5.1.5. Contractor has read, understands, and agrees to be bound by each of the terms and conditions of this Contract.
 - 5.1.6. Contractor represents and warrants that Contractor is not an employee of ACDWSD is not currently employed by a government agency and meets the specific independent Contractor standards of ORS 670.600.
6. **OTHER CONTRACTORS.** ACDWSD may undertake or award other contracts for additional or related work, and Contractor shall fully cooperate with such additional Contractors and with any ACDWSD employees concerned with such additional or related work and shall coordinate the performance of work under this Contract and contract documents, with such additional or related work. If such award results in additional work for Contractor beyond the scope of this agreement, ACDWSD will negotiate with Contractor for the payment of additional compensation. Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by any ACDWSD employee. Contractor shall notify ACDWSD as soon as possible if work is performed by any other Contractor deemed to interfere with or will interfere with the work to be performed by Contractor under this Agreement.

7. SUBCONTRACTORS, ASSIGNMENT; SUCCESSORS-IN-INTEREST.

- 7.1. Except as specifically authorized in the contract documents, Contractor shall not make any subcontract with any other party for furnishing any of the work and services contemplated under the contract documents or assign or transfer any interest in this Contract, without obtaining the express prior written consent of ACDWSD.
- 7.2. Contractor shall be wholly responsible for the performance of all subcontractors and for their acts, errors, and omissions, and those of persons either directly or indirectly employed by Contractor, and the fact that subcontractors are subject to the approval of ACDWSD shall not affect Contractor's responsibility in this regard. In any case, this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.
- 7.3. Contractor shall bind every subcontractor to all terms and conditions anywhere contained in the contract documents as far as applicable to the work of such subcontractors so that subcontractor assumes toward Contractor and toward the work all the obligations and responsibilities that the contract assumes toward ACDWSD as to the performance of the subcontractor's portion of the work.
- 7.4. Nothing contained in the Contract documents shall be construed to create any contract between ACDWSD and any subcontractor.

8. NO THIRD-PARTY BENEFICIARIES. ACDWSD and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

9. PAYMENT OF LABORERS; PAYMENT OF TAXES.

Contractor shall:

- 9.1.1. Make payment promptly, as due, to all persons supplying to Contractor labor and material for the prosecution of the work provided for in the contract documents.
- 9.1.2. Not permit any lien or claim to be filed or prosecuted against ACDWSD on account of any labor or material furnished; and
- 9.1.3. Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to Contractor under this Contract.
- 9.1.4. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, ACDWSD may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract.
- 9.1.5. The payment of a claim in this manner shall not relieve Contractor from obligation with respect to any unpaid claims.

-
- 9.2. Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. The contractor shall ensure that each of its subcontractors, if any, complies with these requirements.
10. COMPLIANCE WITH APPLICABLE LAW. Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work under this Contract, including, without limitation, the provisions of ORS 279B.230, B.235, and as set forth, in part, herein. Contractor further expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws.
- 10.1. Contractor shall comply with all requirements of the Americans with Disabilities Act, 42 U.S.C. sec. 12101, et seq., and all regulations implementing the Act, especially including those regulations set forth at 28 C.F.R. sec. 35.130, or any later replacement for those regulations, directly or indirectly applicable to Contractor as a result of a contract with BWD.
11. INSURANCE. Contractor shall obtain prior to beginning any work under this Contract and shall maintain in full force and effect for the term of this Contract, at Contractor's expense, commercial general liability, and automobile insurance policies for bodily injury, including death, and property damage, including coverage for owned, hired or non-owned vehicles, as applicable. The policies shall be primary policies, issued by a company authorized to do business in the State of Oregon and providing single limit general liability coverage of \$1,000,000 and separate automobile coverage of \$1,000,000 or the limit of liability contained in ORS 30.260 to 30.300, whichever is greater. The contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.
12. INDEMNIFICATION. Contractor shall indemnify, defend, save and hold harmless ACDWSD, its elected and appointed officials, officers, agents, employees and volunteers against all liability, claims, suits or actions of whatsoever nature, loss or expenses, including attorney fees and other expenses incident thereto, and against all claims, actions, judgments based upon or arising out of damage or injury or death to persons or property, if such is caused in whole or in part by any act or omission by Contractor and anyone acting on Contractor's behalf in connection with, or incidental to, this Contract or the work to be performed hereunder; provided, however, that nothing herewith shall be construed to require indemnification of ACDWSD attributable to its own negligence. Should ACDWSD be required to defend itself for any such claim before Contractor undertakes such defense, Contractor agrees to reimburse ACDWSD for such cost.
13. RECORDKEEPING. Contractor shall maintain all fiscal records relating to this Contract according to District policy. In addition, Contractor shall maintain updated desk top procedures and other records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder. All such fiscal records, books, documents, papers, plans, and writings shall be retained by the Contractor and kept accessible; and the districts QuickBooks data bases shall be updated monthly.

-
14. ACCESS TO RECORDS. Contractor agrees that ACDWSD and its authorized representatives shall have access to all books, documents, papers, and records of Contractor which are directly related to the Contract for the purpose of making any audit, examination, copies, excerpts, and transcripts.
15. ERRORS. Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost to ACDWSD.
16. TERMINATION.
- 16.1. This agreement may be terminated by the District, with majority vote of the Board of Directors or the Contractor upon thirty (30) days written notice to the other party.
- 16.2. Contractor may terminate this Contract upon thirty (30) days' written notice to ACDWSD if ACDWSD fails to pay Contractor pursuant to the terms of this Contract and ACDWSD fails to cure within thirty (30) days after receipt of Contractor's notice or such longer period of cure as Contractor may specify in such notice.
- 16.3. In the event of termination or breach, each Party shall be entitled to have any remedy available to it in law or equity.
17. ATTORNEY FEES. If a suit or action is filed to enforce any of the terms of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court, may adjudge reasonable as attorney fees.
18. FUNDS AVAILABLE AND AUTHORIZED. ACDWSD has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract.
19. SEVERABILITY. The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
20. FORCE MAJEURE. Neither ACDWSD nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, ACDWSD's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
21. WAIVER. The failure of either Party to enforce any provision of this Contract shall not constitute a waiver by that Party of that or any other provision.

The Contractor and Arch Cape Domestic Water Supply District hereby agree to all provisions of this Contract.

Arch Cape Domestic Water Supply District

Contractor

By: _____

By: _____

Bill Campbell, President
32065 East Shingle Mill Lane
Arch Cape, Oregon 97102

Teri Fladstol, Earl Enterprises, Inc.
DBA: Jigsaw Consulting Services
PO Box 215
Tillamook, OR 97141

Date: _____

Date _____

"Exhibit A"
CONTRACTOR SCOPE OF SERVICES
ARCH CAPE DOMESTIC WATER SUPPLY AND SANITARY DISTRICTS

Banking

- Maintain checking accounts monthly and submit to the Board Treasurers for reconciliation.
- Deposit all revenue to bank accounts in timely manner, and record and manage Local Government Investment Pool accounts.

Financial Records and Databases

- Maintain QuickBooks or other accounting system and customer database.
- Maintain water usage data generated for the District.
- Execute quarterly billing in accordance with District policy.
- Send disconnection and reconnection notices to the District Manager who follows through the process for delinquent or new accounts.
- Support Payroll, including updating of PERS employee records.
- Report District payables and pay Board approved bills.
- Coordinate efforts with auditor for annual accounting review audit.
- Record, maintain, and distribute financial reports with appropriate explanatory notes to District financial statements in monthly budget versus actual financial reports to all Board members.
- Assist the District Manager / Budget Officers in budget and financial planning preparation. Prepare State Reports. Distribute approved budgets to the proper authorities.

Website Support

- Postings to the water and sanitary districts website.

Reporting

- Comply with codes and standards.
- Fulfill federal, state, and local reporting requirements including debt service reporting.
- Provide monthly financial report to District Manager & District Boards.

Supporting Water and Sanitary Boards

- Attend, record, and prepare minutes for all meetings as assigned within 12 days.
- Place legal notice of all Board meetings and work sessions with agendas, resolutions, Ordinances.
- Serve as Secretary of Board if elected by Board.
- Facilitate development and distribution of the board packet in accordance with the District Manager and Board Presidents.

Earl Enterprises, Inc.
Task Order
Accounting Services Project Management:
Arch Cape Forest Fund
Date: July 1, 2024

Scope of Work

Earl Enterprises, Inc. will provide additional accounting functions for the Arch Cape Water District specific to the ongoing operations of the Arch Cape Forest during the period of July 1, 2024 – June 30, 2025.

Services that will be provided include:

- Maintaining the Chart of Accounts
- Recording revenues (e.g., sources of grants, investments, products) and expenses.
- Recording and reporting of ARPA Fund sources and uses. Additional funding sources and uses will be tracked separately as/if needed.
- Managing receipt, status, and release of restricted and temporarily restricted funds.
- Managing invoices from ARPA contractors, including payment of contractors
- Recording of committed capital allocations.
- Reconciliation of bank and investment accounts.
- Preparation of monthly, quarterly, and annual financial statements, including sub-reports on source of funds usage, budget to actual, loss reserve balances, restricted and unrestricted balance changes, product revenue and expense reports, allocation of labor to specific tasks.
- Preparation of financial reports for donors or funders, as needed.
- Audit-related support to assure completion of audit per grant contract, including all needed documentation and reports provided to auditor upon request.
- Comply with relevant reporting requirements.

The initial term of this engagement is intended for July 1, 2024, through June 30, 2025. The engagement may be extended for additional years. All work completed will be proprietary to the Arch Cape Water District.

Fees & Compensation

Based on the duties listed under the Scope of Work above, the monthly fee to provide the services will be \$500 per month [not to exceed \$6,000.00]; billed on the first of each month beginning July 1, 2024.

Earl Enterprises, Inc. acknowledges acceptance and verification of:

Contractor must be registered in SAM.gov. - The Contractor shall register in the System for Award Management (SAM), which is the primary registrant database for the U.S. Federal Government and shall update the information at least annually after the initial registration and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register in SAM can be obtained at Sam.gov.

Whistleblower - Contractor receiving ARPA funds shall under or through this contract post notice of the rights and remedies provided to whistleblowers under No Fear Act Pub. L. 107-174. 29 CFR § 1614.703 (d).

Inspections; Information - Contractor shall permit, and cause its subcontractors to allow the State of Oregon, the federal government and any party designated by them to:

- Examine, visit, and inspect, at any and all reasonable times, the property, if any, constituting the Project.
- Inspect and make copies of any accounts, books, and records, including, without limitation, its records regarding receipts, disbursement, contracts, and any other matters relating to the Project, and to its financial standing, and shall supply such reports and information as requested.
- Interview any officer or employee of the Contractor, or its subcontractors, regarding the Project.

Equal Opportunity - Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Copeland "Anti-Kickback" Act - Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Debarment and Suspension{Executive Orders 12549 and 12689} -A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Prohibition on purchasing telecommunications or surveillance equipment, services, or systems. As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that "uses any equipment, system, or service that uses covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list.

Preference to United States made goods.- As appropriate and to the extent consistent with law, the contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Arch Cape Domestic Water Supply District

Contractor

By: _____

Bill Campbell, President
32065 East Shingle Mill Lane
Arch Cape, Oregon 97102

By: _____

Teri Fladstol, Earl Enterprises, Inc.
UEI#ZLYNBESE2KS6 9AXL2
DBA: Jigsaw Consulting Services
PO Box 215
Tillamook, OR 97141

Date: _____

Date: _____

Review of District's Billing Review Policy- Topic Description
June 20, 2024

Action / Information: Action

Background

The Board is reviewing the current policies to determine if/ what updates are appropriate.

Attachment: Billing Appeal Policy

Board Objective - Action

A motion may be put forward if amendments are to be made.

Arch Cape Domestic Water Supply District
Billing Appeal Policy
Policy# 16-06 WD

Adopted : October 21, 2016

Purpose:

This policy outlines the process for all persons, applicants for service and customers (hereinafter "customer/s") within the service boundary of the Arch Cape Domestic Water Supply District [ACDWSD] for submitting inquiries and disputes of ACDWSD invoice bills. Customer accounts are billed according to ACDWSD billing policy. It is the intent of the ACDWSD to handle all billing inquiries and disputes fairly and expeditiously.

Procedure:

In order to provide, a fair, timely and transparent process, any and all inquires and disputes of ACDWSD invoice bills shall follow the process as set forth herein.

Appeal Process:

1. Customers shall first address all billing inquiries in writing to the ACDWSD Manager, according to established ACDWSD policy; said inquiries and/or disputes must be made within 90 calendar days of the date of the subject invoice.
2. The customer must pay all charges not subject to dispute, during the appeal process, according to the then existing payment policies of the ACDWSD.
3. If the issue cannot be resolved with the ACDWSD Manager, customers may submit a formal written appeal to the Board of Commissioners [BOC] of the ACDWSD for further review.
4. Upon written request, a customer shall be provided a ACDWSD Appeal Request Form and a copy of the ACDWSD's Billing Appeal Policy.
5. Any and all appeals must be made in writing, stating the basis upon which the customer is relying for the appeal; said appeals must be submitted to the ACDWSD Manager within 30 calendar days of written notice from the ACDWSD Manager that the dispute cannot be resolved.
6. The appeal shall be placed on the agenda of the next regularly scheduled meeting of the BOC. The ACDWSD Manager shall notify the customer in writing of the date and time of that meeting. The customer's written appeal, invoice, payment and meter history shall be made available to the BOC for its review. The customer shall be permitted to present additional information to the BOC for consideration either in person, or in writing.
7. The BOC shall consider the appeal and make a final decision, based upon consideration of all relevant information. The BOC may in its sole discretion decide as

follows: (1) reject the customer's appeal in its entirety; or, (2) find in favor of the customer, in whole or in part.

8. In the event that the appeal is rejected, all charges shall be immediately due and payable, and may be structured into a ACDWSD approved payment plan.

9. In the event of a finding in favor of the customer, the appealed charges or any part thereof, as determined by the BOC, shall be waived or credited to the customer's account.

10. The ACDWSD Manager shall inform the customer of the BOC's final decision in writing.

Dated:.....



Arch Cape Water and Sanitary Districts

32065 East Shingle Mill Lane
Arch Cape, OR 97102 • 503.436.2790

BILLING APPEAL REQUEST FORM

Billing Appeal under Water District Policy #16-06 WD / Sanitary District Policy #16-04 SD

Date _____	Account Number _____
Name on account _____	
Property Account Address: _____	

If different: Your Name _____ Address _____
Contact Info (phone/email) _____

Date leak discovered / loss noticed	Date leak / loss repaired
Describe the water loss	Describe the repairs to your system
Name of person or entity discovering leak	Name of person or entity repairing leak

Amount being appealed: \$ _____ Date(s) of charges being appealed: _____

Basis of appeal: _____ Water District Dwelling Leak Policy #17-02 WD
 _____ Water District Irrigation Leak Policy #17-01 WD
 _____ Sanitary District Dwelling Leak Policy #17-02 SD
 _____ Sanitary District Irrigation Leak Policy #17-01 SD
 Other (Specify) _____

NOTE: Leak and Billing Appeal Policies for the Water and Sanitary Districts may be obtained at District offices and found on-line at <https://www.archcapewater.org/>

THE UNDERSIGNED HEREBY CERTIFIES:

- that I have read the District Policies above indicated and this Appeal conforms to them;
- that the contents of this Request are true and correct;
- that the customer has complied with all requirements for relief under those Policies; and
- that the attached are true and correct copies of the invoice(s) paid for repairs.

Signature: _____ Date: _____

Local Option Levy for District Administrator - Topic Description
June 20, 2024

Action / Information: Information

Background

At their June meeting, the Sanitary Board will be considering a 2-year local option levy on the November 2024 ballot for a District Administrator.

This document was sent by Casey to the Sanitary District Board

“I want to give you all a heads-up about a couple of things that will be on our June 20 agenda for discussion. These are consideration of an approach to addressing the need to increase the districts’ staffing level, and a way to pay for that additional staff – at least for a limited time.

As an introduction to these topics, Bill Campbell and I have completed the performance review for Matt Gardner. The evaluation by the Personnel Committee and Matt’s personal evaluation were the first steps, followed by a series of conversations with Matt. We ended up that Matt, Bill and I have come to the shared conclusion that Matt’s skill sets are much more aligned with a role of Operations Manager than they are of District Manager. Matt is excited with this role and we all think that it is a much better fit for the growing needs of the District. Matt has agreed to continue as Interim District Manager through June 2025.

Our shared decision about Matt as Operations Manager clarifies where we need to focus our work on determining how to staff the districts – we will need someone to serve as Administrator after next fiscal year. I’ve given this a good bit of thought and have discussed it with Bill Campbell and with Matt. Our recommendation is to recruit for a part-time Administrator starting July 2025, looking for someone with public sector management experience, preferably in public utilities. This shouldn’t be a full-time job as the District Manager has always had a large portion of his time devoted to operations, so I don’t think the position requires somebody to work full time. This would be a contracted position, not an employee, and would be only for two years. One of this person’s assignments would be to assess our long-term staffing & business needs and recommend the type of staff and organization structure.

The main issue with this approach – or any other increase in staffing that might come up – is how to pay for it. I’m recommending that the Sanitary District put a measure on the November 2024 ballot for a Local Option Levy that would last for two years in the amount of \$100,000 - \$150,000 per year [to pay for a contracted District Administrator]. This would be a property tax levy that would only go into effect if the voters in the district approve it. It makes more sense to have the Sanitary District impose such a levy rather than the Water District because a Water District measure would leave some 50 connections (our customers in Cannon View Park) out of the levy so they would be paying nothing. That would be unfair to everyone else.”

Public Access & Recreation Policy - Topic Description June 20, 2024

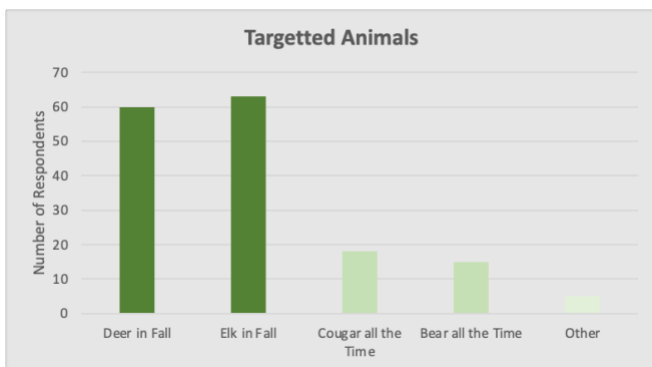
Action / Information: Action

Background

This topic is a continuation of the community outreach and discussions of last October. [Click here to see meeting agenda packet, including public comments, and minutes for the October 19 Board meeting.](#)

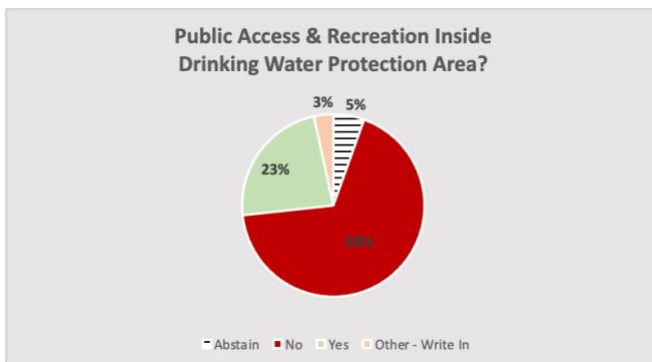
The previously Proposed Public Access & Recreation Policy was submitted to Oregon Department of Forestry (ODF) for consideration per our Forest Legacy Program contract. Based upon discussions with ODF, the changes (highlighted in yellow in the attached document) have been made so that: 1) the policy will be accepted by ODF, and 2) the policy will be as consistent as possible with the results of the community survey.

1. The new Proposed Policy that allows public access and hunting across the Forest-Watershed needs to be adopted by the Board.
2. The Board also needs to consider submitted survey results and public comments to determine whether or not to revise the adopted Proposed Policy accordingly.
 - a) ODF does not require that hunting for Bear and Cougar be allowed. Should hunting for Bear and Cougar be allowed across the Forest-Watershed?



- b) Per ODF, public access and allowed activities cannot be restricted to outside the DWSA. Should recreational foraging be an allowed activity across the Forest-Watershed?

1. More than 2/3 of respondents DO NOT WANT public access and recreation inside the drinking water source area.



- c) Should motorized access to the Onion Peak Repeater radio site via maintained rocky roads be allowed for routine and emergency maintenance of the equipment for the purposes of emergency preparedness?
 - d) Should dogs be required to be on leash while in the Forest-Watershed?
 - e) Should dog waste be required to be removed?
3. The adopted Policy then needs to be formally submitted to ODF for approval.

Board Objective - Action *Attached:* new Proposed Public Access and Recreation Policy

Proposed Motion 1:

Adopt Policy #2024-0620 FW that incorporates public access and hunting across the Forest-Watershed per Forest Legacy Grant requirements as outlined by Oregon Department of Forestry.

Proposed Motion 2:

Update and Adopt Policy #2024-0620 FW so that it restricts Bear and Cougar hunting.

Proposed Motion 3:

Update and Adopt Policy #2024-0620 FW to allow recreational foraging across the Forest-Watershed.

Proposed Motion 4:

Update and Adopt Policy #2024-0620 FW so that it allows for motorized access to the Onion Peak Repeater radio site via maintained rocky roads for routine and emergency maintenance of the equipment for the purposes of emergency preparedness.

Proposed Motion 5:

Update and Adopt Policy #2024-0620 FW so that dogs are required to be on leash.

Proposed Motion 6:

Update and Adopt Policy #2024-0620 FW so that dog waste is required to be removed.

**Arch Cape Domestic Water Supply District
Board of Directors Policies
Policy # 2024-0620 FW (Proposed)**

Public Access & Recreation

The Arch Cape Forest is a resource of the Arch Cape Water District. Its intended purpose is protecting the quality and quantity of the Community's drinking water which finds its source in the watershed and streams through it. Towards that end, the District would like to keep to a minimum the vehicular, bicycle and foot traffic that may threaten the environment and its water.

This Public Access & Recreation Policy balances the objective of protecting the source water with the contractual requirement to provide some level of public access and recreation. Not promoting / publicizing the Forest as a recreational site or destination and not allowing for vehicular site visits / tours will allow the District to strike this balance.

Outlined below are the specific public access and recreation policies of the Arch Cape Water District.

Public Access

- Public access into the Arch Cape Forest, only by foot or bicycle, is via the Hug Point Road gate or through adjacent properties with public access.
- Public access is permitted one hour before sunrise to one hour after sunset.
- Expect closures during fire season and when forest management operations are taking place in an area.
- "Pack it in, pack it out". All materials, trash & waste (including human solid waste) must not left on the property, in accordance with a "Leave No Trace" principle.
- Motorized vehicles, to include but not limited to trucks, cars, motorcycles and E-bikes, are not allowed except for emergencies or for Arch Cape Water District business with permission from the Arch Cape Water District Manager.

Restricted Access

- ~~Within the Arch Cape Forest, the Drinking Water Source Area (DWSA), and other areas with sensitive natural resources, will be marked as no access. (See Map below of the Forest and the DWSA & picture of the signs that will denote restricted area when those signs become available).~~ **Note: ODF has indicated that restricting public access and hunting to outside the DWSA is not consistent with the conditions under which the FLP grant was made.**

Allowed Activities

- Hikers and bicycles must stay on maintained, rockered roads. No off-road use. No creating new trails.
- Non-motorized hunting is allowed for Deer, Elk, Bear and Cougar in the Arch Cape Forest consistent with Oregon Department of Fish and Wildlife (ODFW) regulations. **Note: Per discussion with ODF, hunting for Bear and Cougar is NOT a required recreational activity.**

- Recreational foraging, including plant leaves and flowers, mushroom, and berry collection, is allowed for personal, non-commercial use. Removal of wood products is not allowed. **Note: In the previous policy, recreational foraging was restricted to outside the DWSA.**
- Dogs are allowed in the Arch Cape Forest on-leash or under direct owner control. Removal of Dog waste is encouraged.

Prohibited Activities

- Fire and fireworks
- Horses
- Drones
- Camping
- Alcohol/drug use or possession.

NCLC's Impasse with District's Road Priorities - Topic Description June 20, 2024

Action / Information: Information

Synopsis

The District is in the process of decommissioning and fixing roads in the Forest-Watershed. Road projects are identified *on the attached map* as “red” road projects, “yellow” road projects and “green road” projects, where red roads are the most expensive and time consuming to decommission. The priorities for undertaking the road work are *set in the attached worksheet* – that also identifies all relevant easements.

NCLC claims that the District's priorities for road decommissioning does not honor a District-NCLC agreement and they will consult their legal team to enforce their easement rights across all roads that they hold easements on.

Background

The District Board's actions are guided by the following fiduciary responsibilities:

1. ***Optimize use of ARPA funds:*** The amount of ARPA funds and time in which it can be used are both limited. Set priorities so that the District will, as a minimum, complete the road work that will have the most long-term impact on the water quality and maintenance costs.
2. ***Defray ongoing costs to the District's rate payers / tax payers,*** by getting easement holders to commit to and pay their share of road maintenance costs per their easement agreements.

Given ARPA's limitations of time and money – the following criteria is being used to set the District's road work priorities:

1. Optimize the quality and stability of the watershed environment
2. Focus on the most time consuming and costly to decommission - red roads before yellow roads
2. Reduce ongoing costs of roads maintenance - most miles of road, expense to maintain and/or cost sharing.

Note: Criteria #1 is the overarching priority and the #2s must be balanced.

The current priorities for the next two summers' work are:

1. Project 2 – a fix to improve the primary access road that needs to be completed before starting the decommissioning of 4
2. Project 4 – decommissioning needs to be completed before the decommissioning of Road 5
3. Project 3 – Decommissioning this road, assuming the administrative work with landowners to prepare to decommission Road 5 will take a few months

4. Project 5 – Initially thought of as a road fix project but the constant shifting of the area creates significant annual costs to maintain the road. Exploring with ODF and Lewis & Clark the decommissioning of a small section of the road.

Note: If Project 5 administrative work can be accomplished before the completion of Project 4, Project 5 will be done before Project 3.

NCLC's impasse with the priority of Project #4.

NCLC wants the District to delay Project #4 until after NCLC gets funding to decommission some of their own roads (as their use of Road #4 will reduce NCLC's cost to bring in equipment to do their decommissioning). NCLC is not willing to work out an agreement with the District to pay their share of maintenance costs of the District roads as outlined in the Easement.

Timeline of the impasse:

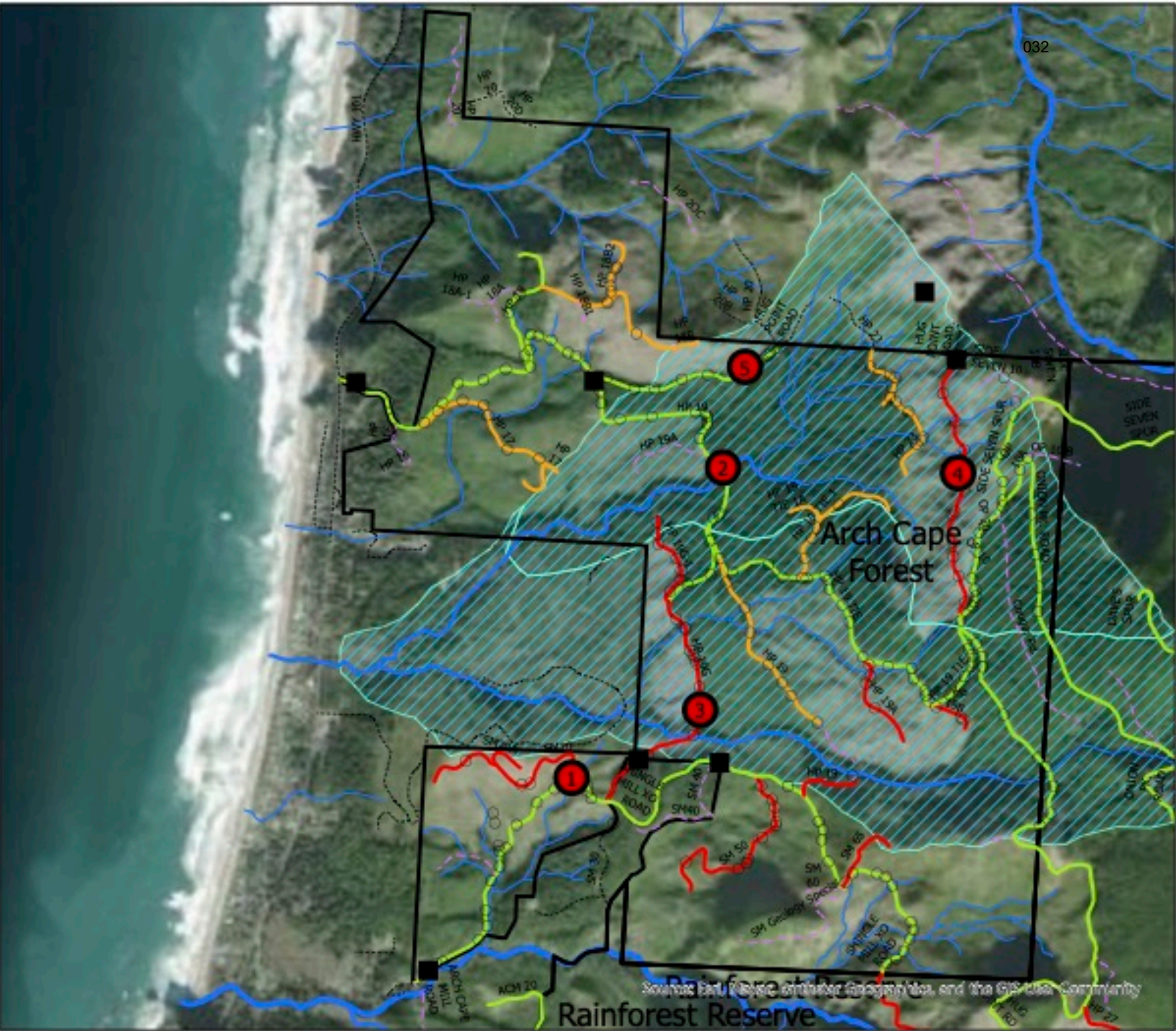
1. January 25, NCLC sponsored a meeting with a title "NCLC/ACF road conversation"
2. April 1, the District notified all easement holders (Lewis and Clark, Weyerhaeuser and NCLC) of the District's intent to decommission Road #4
3. Lewis and Clark and Weyerhaeuser replied that they are fine with the decommissioning and will use an alternative route.
4. May 23-28, NCLC replied that they want the District to delay decommissioning until they get their financing to do their own decommissioning in the Rainforest Reserve so that they can use that road to move equipment and save money from using alternative roads.
5. May 23-28, I outlined considerations under which the District could be willing to delay the decommissioning plans on Road #4 — specifically, NCLC enter into an agreement with ACWD outlining payment terms for road maintenance costs from July 2022 through the future.
6. May 29th, NCLC says that the District entered into an agreement with NCLC in January That agreement was that the District would hold off on decommissioning until NCLC gets their funding. If the District doesn't honor that agreement, NCLC will "consult their legal team to enforce their easement rights across all roads they hold easements on."

Bob and I were invited by NCLC to attend an "ACF/NCLC Roads" meeting last January. We accepted the invitation assuming it was an information gathering / sharing session. No agreements were made AND it would have been illegal for a board member(s) to enter into an agreement without the agreement being made public and agreed to by a majority of the Board in a public meeting

7. No further response / communication has been received from NCLC

Board Objective - Information

Attached – Map, Priority/ Easement table, Sections 7 &13 of Easement with NCLC, email stream with NCLC



Source: Earth Resource Information System, and the GIS User Community

Arch Cape Forest : Road Maint. Plan



- ACF_Culverts
- Gates
- ▨ DWSA
- ▭ Property Boundary
- Fpa Size
- Large
- Medium
- Small
- Unknown
- <all other values>
- Maintenance Class
- Abandon
- Decommission
- Decommission 2
- Maintain
- <all other values>
- ▭ RainforestReserve
- Road Projects

GN



Priority	Road # ¹ or ID	Easement Instrument	Instrument #	Recorded	Grantor or Party 1
1	4	a. Access Easement	202110728	10/26/21	Onion Peak, LLC
		b. Special Warranty Deed ⁵	200415097	12/22/04	Weyerhaeuser Company
		c. Easement/Recip. ROW	200107660	7/30/01	Longview Fiber Company, et al.
		<i>c.i. (Amendment No. 1</i>	<i>200600466</i>	<i>1/13/06</i>	<i>Longview Fiber Company, et al.</i>
2	HP18B1 ⁷	a. Special Warranty Deed ⁵	200415097	12/22/04	Weyerhaeuser Company
		b. Easement/Recip. ROW	200107660	7/30/01	Longview Fiber Company, et al.
3	5	a. Special Warranty Deed ⁵	200415097	12/22/04	Weyerhaeuser Company
		b. Easement/Recip. ROW	200107660	7/30/01	Longview Fiber Company, et al.
		c. Easement	200314953	10/2/03	Weyerhaeuser Company
		d. Warranty Deed	Bk168 pg 270	8/30/43	Rudolph & Carolina M. Kissling
		<i>e. Easement</i>	200315237	10/8/03	State of OR/Board of Forestry
		f. Easement	BK 417 pg 234	9/16/75	Crown Zellerbach Corp.
		g. Easement	Bk 322 pg 877	7/24/69	Western Shoreways
4	2, 3	a. Access Easement	202110728	10/26/21	Onion Peak, LLC
		b. Special Warranty Deed ⁵	200415097	12/22/04	Weyerhaeuser Company
		c. Easement/Recip. ROW	200107660	7/30/01	Longview Fiber Company, et al.
		d. Warranty Deed	Bk 168 pg 270	8/30/43	Rudolph & Carolina M. Kissling
5	1, 3	Special Warranty Deed	200304128 ⁹	3/25/03	Weyerhaeuser Corp

Easement granted to NCLC

7. **Maintenance; Repair.** The cost of maintenance and resurfacing of the Roads shall be allocated on the basis of respective uses of the Roads by the Parties hereto. Each Party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by each Party's use as hereinafter provided. Each Party shall repair or cause to be repaired, at its sole cost and expense, that damage to the Roads occasioned by it which is in excess of that which it would cause through normal and prudent usage of the Roads. For purposes of this Agreement, "maintenance" is defined as the work normally necessary to preserve and keep the roadway, road structure, ditches and road facilities (including bridges and culverts) as nearly as possible in their present condition or as hereafter improved. Should inordinate damage to the Road occur which is not caused by the Parties, their employees, agents, representatives, independent contractors, material and equipment suppliers and any other entity or individual for whom the Parties are responsible, including damage caused by Force Majeure (defined below), the Parties shall meet to agree upon the cost of repair, the Party to undertake the repair, and the shares of repair cost to be borne by each Party. If the Parties cannot agree upon a cost sharing arrangement with respect to such repairs under this Section, then the matter may be resolved in accordance with Section 11 below. For the avoidance of doubt, no maintenance, repair, replacement or other work may be performed upon the Roads unless Grantor has first approved in writing the timing of the work, the contractor(s) to perform the work, all materials to be incorporated into the Roads and the relevant plans and specifications.

13. **Relocation.** The owner of the Grantor Tract will have the right, at its option, to relocate any of the Roads to another respective course over and across the Grantor Tract from time to time, provided that: (i) Grantor provides Grantee with reasonable advance written notice of Grantor's intent to exercise the relocation option; (ii) if the applicable Road is not being relocated as a result of undue damage caused to the Road by Force Majeure (defined below) or other factors beyond the control of Grantor, Grantor shall pay all expenses associated with the relocation including, but not limited to, physical construction costs and documentation

and recording of the Easement amendment, if needed, to effect such relocation; (iii) the relocated Road(s) shall provide comparable access to the Grantee Tract; and (iv) the Users are provided reasonable options for accessing the Grantee Tract during the period of time that the applicable Road or Roads is being relocated. Notwithstanding anything to the contrary set forth in this Agreement and for the avoidance of doubt, if Grantor exercises its relocation option under this paragraph as a result of any Force Majeure and Grantee notifies Grantor in writing that it does not use the Road or Roads in question and does not need access over such Roads going forward, then Grantee shall not be required to pay for any costs or expenses related to such relocation; provided, however that Grantee's easement rights hereunder shall not extend to nor encumber such relocated Road or Roads and Grantee and all applicable Users shall have no rights to access such relocated Roads except with the prior written permission of Grantor. Grantor and Grantee agree to amend this Agreement in writing to memorialize these limitations on the easement rights granted hereunder if such Road or Roads are relocated as a result of Force Majeure and Grantee opts not to use the same or pay for any related relocation costs and expenses

Email & Letter Correspondence with NCLC
(In order of most recent to least recent)

On May 29, 2024, at 4:16 PM Bill Campbell <billcampbellacutil@gmail.com> wrote:

Hello Jon

Given your reference to “legal” and “enforce” in your last email, I am compelled to stop conversations with NCLC on the topic of this email stream, to carbon copy Bob Cerelli (who was at the January meeting and is a Water District Board Member) and to move this email stream forward to the Arch Cape Water Board discussion at the June 20th public Board meeting.

Your email references a meeting in January. That meeting, with a title of “NCLC/ACF road conversation”, was requested, sponsored and held by NCLC. Bob Cerelli and I represented the Arch Water District Board. We accepted NCLC’s invitation to that meeting with the understanding that it was an information sharing meeting and that was/is our perception of how the meeting unfolded.

Your email states that an agreement was made on road decommissioning timing. I am not sure how you came to that conclusion, especially given how that January meeting ended and that there were no meeting notes, minutes or records of any kind describing any agreement (at least none were provided to Bob and me) and there was no documentation signed by Bob and/or myself. More importantly and relevant, entering into an agreement with NCLC would have been illegal for Bob and/or me to do. The District is a public entity and, per Public statute and Board Policy, no Board member has the latitude to commit the district to any agreement with another party unless that agreement is publicly disclosed and agreed to by a majority of the Board in a public meeting. No agreement was entered into by Bob or myself, no agreement was publicly disclosed and no agreement was approved by a majority of the Board. If you consult your legal team and they have any familiarity with public sector statutes, I suspect they will tell you that no legal agreement between NCLC and the Arch Cape Water District exists on the topic of road decommissioning timing.

Moving forward, if NCLC has a proposal/request to make to the Arch Cape Water District Board about the timing of road decommissioning or any other topics, NCLC is welcome to get onto the Agenda for a public Board meeting. Those meetings are held on the 3rd Thursday of every month at 6:00. Let me know as I put the agenda together for those meetings.

As the District moves forward with their road decommissioning plans, we will continue to include NCLC in our updates on relevant road decommissionings as we do with all appropriate easement holders.

Bill

On May 28, 2024, at 6:57 PM, Jon Wickersham <jonw@nclctrust.org> wrote:

Bill,

We made an agreement with you on road decommissioning timing. We would like to stay with our previous agreement. If you would no longer like to honor that agreement, and are stating the only way

you'll work with NCLC is if we renegotiate our access easements, that is a nonstarter for NCLC. Is that your position? Or am I not understanding you?

If we can't work this out amicably, which we would prefer, NCLC will consult our legal team to enforce our easement rights across all roads we hold easements on.

Thanks,

Jon

Jon Wickersham
North Coast Land Conservancy
(503) 738-9126

***On Tue, May 28, 2024 at 6:10 PM Bill Campbell <billcampbellacutil@gmail.com> wrote:
Hey Jon***

I think your no answer to the question is pretty clear. Or did I misunderstand?

Is there anything else that you need to say that warrants us carving out time to talk about it more by phone?

Bill

On May 28, 2024, at 4:58 PM, Jon Wickersham <jonw@nclctrust.org> wrote:

Bill,

I am also happy to hop on the phone and discuss. My cell phone number is (503) 440-4816.

Thanks,

Jon

Jon Wickersham
North Coast Land Conservancy
(503) 738-9126

***On Tue, May 28, 2024 at 4:54 PM Jon Wickersham <jonw@nclctrust.org> wrote:
Hi Bill,***

NCLC would like continue with the agreements that are already in place and were previously negotiated. They are in line with industry standard and we see no reason to renegotiate. NCLC is also hoping that the District will operate in good faith and in alignment with what we discussed in January.

NCLC continues to be a willing partner and wants to continue down the path we already discussed and agreed to.

Jon

Jon Wickersham
 North Coast Land Conservancy
 (503) 738-9126

On Tue, May 28, 2024 at 4:43 PM Bill Campbell <billcampbellacutil@gmail.com> wrote:

Hi Jon

See my inline comments

Is NCLC willing to work collaboratively with the District to work out an agreement for the Districts #1 priority and NCLC's #1 priority simultaneously?

Bill

On May 28, 2024, at 3:44 PM, Jon Wickersham <jonw@nclctrust.org> wrote:

Hi Bill,

Colin sent along your email and I want to make sure we are all on the same page. My responses to your questions are below"

It appears as though NCLC is asking for the road not to be barricaded and closed as of June 1 (which was set by the District so that the road can be decommissioned during this summer's construction period and no later than summer of 2025.)

As you know, the road segment #4 has been closed and not maintained prior to the Water District's ownership. The district can barricade and continue to keep the road closed according to your plans. We are asking that the road not be decommissioned before the summer of 2025 to facilitate NCLC's anticipated road decommissioning in the Rainforest Reserve. No road maintenance has occurred on this road, nor does any need to happen on this segment prior to decommissioning.

The District is willing to delay the road decommissioning for NCLC's convenience, if NCLC is willing to make the following considerations:

1. By June 7th, confirm in writing:

* The date by which NCLC intends to have completed the Rainforest Reserve road network decommissioning recommendations,

We are currently seeking funding to decommission roads on our property and do not have a solid timeline at this point. We do know that it will not happen in 2024. If NCLC is not able to find funding prior to your needed timeline to decommission the road, in no way is NCLC suggesting you should not decommission the road by end of year 2025, as discussed in our meeting together in January.

* NCLC's agreement to make payment for road maintenance from July 2022 - June 2024 per section 7 of the Easement (see below)

NCLC has not driven the road since before the district's ownership. Per the easement below we bear no responsibility for road maintenance for a road we (and no one else) is using.

Wec3 - Sorry for the confusion. This consideration is payment for maintenance done to ALL of the roads in the District's property per section 7 of the Easement. The easement language is not limited to just that one road.

* NCLC's agreement to work out and sign payment terms for road maintenance, as part of the Easement, starting as of July 2022

See above.

2. By June 21st - work with the District to define the terms of the payment agreement, which will then be drafted as a formal agreement for signature. The District will draft the agreement at the District's expense.

See above

3. On or about July 15 2024, whenever the agreement is formally drafted, sign the agreement and make payment for July 2022-June 2024.

See above.

Per our meeting at NCLC's office in January, we were under the impression we had come to a common understanding about the timing of NCLC's road work, and appreciated the District's willingness to work collaboratively with NCLC. We would like to continue working together on projects that benefit both parties' interests. NCLC will not, however, renegotiate our access easement and pay structure to use the roads. NCLC drives the road in the Arch Cape Forest infrequently, and only with a light pickup truck.

From the District's perspective, it would be beneficial to both parties to work out and sign a formal agreement for how the past and future costs of road maintenance will be shared between the District and NCLC. This is the District's #1 priority for working collaboratively. We appreciate that NCLC's #1 priority for working collaboratively is for the District to decommission the road to NCLC's schedule. So let's honor each other's #1 priority and proceed towards both of them simultaneously.

Is NCLC willing to work collaboratively with the District and work out an agreement for both of these priorities simultaneously?

Thanks,

Jon

On Tue, May 28, 2024 at 2:04 PM Bill Campbell <billcampbellacutil@gmail.com> wrote:

Hello Colin

Mark forwarded to me your email of May 23rd regarding the District's decommissioning of the road marked on the map as project #4.

It appears as though NCLC is asking for the road not to be barricaded and closed as of June 1 (which was set by the District so that the road can be decommissioned during this summer's construction period and no later than summer of 2025.) The District is willing to delay the road decommissioning for NCLC's convenience, if NCLC is willing to make the following considerations:

1. By June 7th, confirm in writing:

* The date by which NCLC intends to have completed the Rainforest Reserve road network decommissioning recommendations,

* NCLC's agreement to make payment for road maintenance from July 2022 - June 2024 per section 7 of the Easement (see below)

* NCLC's agreement to work out and sign payment terms for road maintenance, as part of the Easement, starting as of July 2022

2. By June 21st - work with the District to define the terms of the payment agreement, which will then be drafted as a formal agreement for signature. The District will draft the agreement at the District's expense.

3. On or about July 15 2024, whenever the agreement is formally drafted, sign the agreement and make payment for July 2022-June 2024.

We look forward to your response by June 7th and will not barricade the road until after that date.

Thanks

Bill

I will send a hard copy of this letter to you via post.

<PastedGraphic-1.tiff>

On Thur, May 23, 2024 at 3:19 PM Mark R Morgans <mrmforestry@gmail.com> wrote:

Colin- Thank you for this response. I'll continue to work closely with you and NCLC as we all pursue accomplishing the recommendations in the ERA. I understand this is particularly important regarding the "Project 4" (HP mainline) area and I'll coordinate with you closely so that we can both achieve the desired results.

As a contractor working for the Arch Cape Service District, I'll note we appreciate our collaborative neighbor relationship.

Thank you,

Mark R Morgans

On Thur, May 23, 2024 at 2:26 PM Colin Meston <colinm@nclctrust.org> wrote:

Hey Mark,

Jon asked me to officially respond to your notice of road closure sent April 1, 2024.

The North Coast Land Conservancy supports the recommendations that came out of the ecological road assessment, including the decommissioning of Hug Point mainline. This is in a shared effort to improve habitat and protect water quality and quantity within the watershed and look forward to working with the Arch Cape forest towards those goals.

NCLC is currently putting together funding resources to address the Rainforest Reserve road network decommission recommendations to be implemented in 2025. To facilitate this work, access through the Hug Point mainline would be helpful at that time. We appreciate your flexibility and coordination on the timing of this project.

Best
Colin



Arch Cape Water District
32065 East Shingle Mill Lane
Arch Cape, OR 97102

April 1, 2024

North Coast Land Conservancy
Attn: Jon Wickersham
PO Box 67
Seaside, OR 97138

Re: NOTICE OF ROAD CLOSURE and Pending Decommissioning

Hello Jon,

In 2022, the Arch Cape Water Domestic Water Supply District (District) purchased the majority of its drinking water source area and adjacent forestland consisting of approximately 1,441 acres east of the Arch Cape community. The property contains many logging roads as shown on the map included with this letter. ***NCLC is the owner of easements allowing its use of some or all these roads.***

The District is managing its source water area and forestland for the protection and production of clean, safe drinking water. The District has completed a comprehensive road assessment and developed a decommissioning and core road infrastructure maintenance plan. Many of the roads shown on the enclosed map are not necessary for District operations and create environmental risks and maintenance expense challenges. The District is now beginning the process of scheduling the road decommissioning's which should be completed over the next two years. The District will notify you if/as other roads across which you have an easement are identified to be decommissioned.

This letter is sent to let you know of the ***District's plan to decommission the roads marked as project #4 and HP 18B1 on the enclosed map. As of June 1, 2024, the District will cease maintenance, barricade, and sign these two roads to indicate that they are no longer open for vehicular travel. The decommissioning process itself will follow.***

If NCLC has any objection to this action or if it has a need for the use of these two roads, please let the District know immediately. The District will provide reasonable alternative access to meet your needs including amending legal easements if applicable.

Contact: Mark Morgans, Consulting Forester mrmforestry@gmail.com

Sincerely;

Bill Campbell, President, Arch Cape Domestic Water Supply District Board