

**ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT  
BOARD OF COMMISSIONERS MEETING**  
Arch Cape Fire Hall 79729 Hwy 101  
Thursday April 20, 2023  
TIME: 6 PM

To Join Meeting by Video Link: <https://us02web.zoom.us/j/82450898403>

Join by Telephone: 1-669-900-6833

Meeting ID: 824 5089 8403

- |   |                                    |                          |
|---|------------------------------------|--------------------------|
| <b>I. Call to Order</b>   |                                    | Nadia Gardner, President |
| <b>II. Public Comments</b>  |                                    | Nadia                    |
| <b>III. Agenda Approval</b>   |                                    | Nadia                    |
| <b>IV. Consent Agenda (Action)</b>  |                                    |                          |
| <b>A. Approve Minutes – March 16th Regular Board Meeting</b>  |                                    |                          |
| <b>B. Accept March Budget and Finance Reports</b>   |                                    |                          |
| <b>C. Authorize Payment of Accounts</b>   |                                    |                          |
| <b>D. Accept Correspondence Requiring No Action</b>   |                                    |                          |
| <b>V. Old Business</b>  |                                    |                          |
| <b>A. Budget Schedule</b> (Confirm next meeting dates / times)  | Teri Fladstol, Jigsaw Consulting   |                          |
| <b>B. Budget Committee Appointment</b>  |                                    |                          |
| <b>C. Manager Hiring / Contract - Operator Hiring / (update)</b>  |                                    | Nadia                    |
| <b>D. Board Member Opening / Appointment (Action)</b>   |                                    | Nadia                    |
| <b>VI. New Business</b>   |                                    |                          |
| <b>A. Billing Appeals</b> (Heimerdinger, Pierce, Maynard)   | Teri / Matt, Manager               |                          |
| <b>B. Water Treatment Facilities Improvements</b> (McLeod Letter)   | Matt / Curt, District Engineer     |                          |
| <b>C. Finding the leak!</b>   |                                    | Matt                     |
| <b>VII. Arch Cape Forest</b>  |                                    |                          |
| <b>A. Multi-Resource Management Plan Update</b> (Status post adoption) Ben Hayes, Springboard Forestry<br><b>Thinning and Road Contracts (Action)</b> |                                    |                          |
| <b>B. Arch Cape Forest Project Manager Report</b>   | Daniel Wear, Sustainable Northwest |                          |
| <b>VIII. Reports (Information)</b>  |                                    |                          |
| <b>A. Accounts Receivable Report</b>  |                                    | Teri                     |
| <b>B. Staff Report and Correspondence for Action</b>  |                                    | Matt                     |
| <b>C. Board Members' Comments and Reports</b>   |                                    |                          |
| <b>IX. May Agenda Items (Information)</b>   |                                    | Nadia                    |
| <b>X. Public Comment</b>  |                                    | Nadia                    |
| <b>XI. Adjournment</b>  |                                    | Nadia                    |



GENERAL FUND		Budget	Jul 22	Aug 22	Sep 22	Oct 22	22-Nov	31-Dec	31-Jan	28-Feb	31-Mar	Year to Date	%
Total Operating Expenses		\$ 472,262.00	\$ 27,821.88	\$ 37,788.99	\$ 39,386.92	\$ 33,178.26	\$ 51,154.65	\$ 38,665.00	\$ 44,538.48	\$ 27,626.83	\$ 51,512.52	\$ 351,673.52	74.47%
7500 · Debt Service													
7501 · IFA Water Plant Upgrade		\$ 20,772.00	\$ -	\$ -	\$ -	\$ -	\$ 20,771.70					\$ 20,771.70	100.0%
Total 7500 · Debt Service		\$ 20,772.00	\$ -	\$ -	\$ -	\$ -	\$ 20,771.70					\$ 20,771.70	100.0%
TOTAL GENERAL FUND EXPENDITURES		\$ 493,034.00	\$ 27,821.88	\$ 37,788.99	\$ 39,386.92	\$ 33,178.26	\$ 71,926.35	\$ 38,665.00	\$ 44,538.48	\$ 27,626.83	\$ 51,512.52	\$ 372,445.22	75.54%
CONTINGENCY & ENDING BALANCES													
8001 · Operating Contingencies		\$ 37,050.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
8002 · Operating Reserve		\$ 40,141.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
8003 · Undesignated		\$ 16,632.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
CONTINGENCY & ENDING BALANCES		\$ 586,857.00	\$ 27,821.88	\$ 37,788.99	\$ 39,386.92	\$ 33,178.26	\$ 71,926.35	\$ 38,665.00	\$ 44,538.48	\$ 27,626.83	\$ 51,512.52	\$ 372,445.22	
CAPITAL FUND		Budget	Jul 22	Aug 22	Sep 22	Oct 22	22-Nov	31-Dec	31-Jan	28-Feb	31-Mar	Year to Date	%
Beginning Balance		\$ 111,926.00											
4550 · SDC Revenue		\$ 12,780.00	\$ -	\$ 12,780.00	\$ 6,390.00	\$ -	\$ -	\$ -	\$ 12,780.00		\$ 6,390.00	\$ 38,340.00	300.0%
4900 · Transfer from General Fund		\$ 76,768.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Total Income		\$ 89,548.00	\$ -	\$ 12,780.00	\$ 6,390.00	\$ -	\$ -	\$ -	\$ 12,780.00	\$ -	\$ 6,390.00	\$ 38,340.00	42.82%
Total Resources:		\$ 201,474.00											
Capital Outlay													
7001 · Meter Replacement - Moved from Maintenance		\$ 117,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 103,533.23	\$ 299.99	\$ 7,175.42	\$ 1,702.18	\$ 112,710.82	96.33%
Total 7000 · Capital Outlay		\$ 117,000.00										\$ -	
8000 · Contingency		\$ 84,474.00										\$ -	
CONTINGENCY & ENDING BALANCES		\$ 201,474.00		\$ 12,780.00	\$ 6,390.00	\$ -	\$ -	\$ 103,533.23	\$ 13,079.99	\$ 7,175.42	\$ 8,092.18	\$ 151,050.82	74.97%
ARCH CAPE FOREST FUND		Budget	Jul 22	Aug 22	Sep 22	Oct 22	22-Nov	31-Dec	31-Jan	28-Feb	31-Mar	Year to Date	%
Beginning Balance		\$ 10,000.00											
4801 · Business OR - ARPA		\$ 1,040,000.00		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
4803 · Hollis Foundation		\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
4804 · Safe Drinking Water (U22010)		\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
4850 · Private Donations Forest Fund		\$ 284,301.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 285,601.28	\$ 15,000.00	\$ 2,650.00		\$ 303,251.28	106.67%
Total Income		\$ 1,454,301.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 285,601.28	\$ 15,000.00	\$ 2,650.00	\$ -	\$ 303,251.28	20.85%
Total Resources:		\$ 1,464,301.00											
Capital Outlay													
7800 · Business OR - ARPA													
· Project Management		\$ 75,682.00					\$ 8,861.72				\$ 11,034.06	\$ 19,895.78	26.29%
· Finance Management		\$ 6,000.00						\$ 3,000.00			\$ 1,132.00	\$ 4,132.00	68.87%
· Construction		\$ 692,878.00										\$ -	0.0%
· Legal Fees		\$ 7,500.00										\$ -	0.0%
· Forestry Consultant		\$ 98,000.00		\$ 6,920.00			\$ 14,866.58		\$ 5,894.45		\$ 8,103.75	\$ 35,784.78	36.52%
· Land Acquisition												\$ -	
· Land Maintenance & Repair		\$ 174,090.00							\$ 1,043.00			\$ 1,043.00	0.6%
· Conservation Planning		\$ 5,850.00										\$ -	0.0%
Total 7000 · Capital Outlay		\$ 1,060,000.00	\$ -	\$ 6,920.00	\$ -	\$ -	\$ 23,728.30	\$ 3,000.00	\$ 6,937.45	\$ -	\$ 20,269.81	\$ 60,855.56	5.74%
8000 · Contingency		\$ 434,301.00											14.01%
CONTINGENCY & ENDING BALANCES		\$ 1,494,301.00	\$ -	\$ 6,920.00	\$ -	\$ -	\$ 23,728.30	\$ 3,000.00	\$ 6,937.45	\$ -	\$ 20,269.81	\$ 60,855.56	4.07%

**Arch Cape Domestic Water District**

**Balance Sheet**

**Friday, March 31, 2023**

**ASSETS**

**Checking/Savings**

1000 - Columbia Bank #1196	\$	24,036.89		
1100 - Local Government Pool - Water	\$	140,873.61	Need to transfer from LGIP - Water to Forest	\$98,323.34
1101 - Local Government Pool - Forest	\$	260,701.01	\$ 42,550.27	\$ 303,251.28
<b>Total Checking/Savings</b>	<b>\$</b>	<b>425,611.51</b>	Hollis Grant to be moved to LGIP Forest (Contract 4/20/23)	
<b>Total Current Assets</b>	<b>\$</b>	<b>425,611.51</b>	\$ 90,000.00	

**Fixed Assets**

1500 - Capital Assets (Net) 1501 - Water System	\$	119,436.00
1502 - Water Treatment Plant - Upgrade	\$	788,841.00
1503 - Vehicle (s)	\$	9,603.00
<b>Total 1500 - Capital Assets (Net)</b>	<b>\$</b>	<b>917,880.00</b>
<b>Total Fixed Assets</b>	<b>\$</b>	<b>917,880.00</b>

**TOTAL ASSETS** **\$ 1,343,491.51**

**LIABILITIES & EQUITY**

**Liabilities**

**Current Liabilities**

2400 - Payroll Liabilities  
2401 - Payroll PERS Liability

<b>Total Other Current Liabilities</b>	<b>\$</b>	<b>-</b>
<b>Total Current Liabilities</b>	<b>\$</b>	<b>-</b>

**Long Term Liabilities**

2700 - IFA Loan - Business Oregon	\$	391,691.00
<b>Total Long Term Liabilities</b>	<b>\$</b>	<b>391,691.00</b>
<b>Total Liabilities</b>	<b>\$</b>	<b>391,691.00</b>

**Equity**

3200 Retained Earnings	\$	794,781.64
Net Income	\$	157,018.87
<b>Total Equity</b>	<b>\$</b>	<b>951,800.51</b>

**TOTAL LIABILITIES & EQUITY** **\$ 1,343,491.51**

## ARCH CAPE WATER DISTRICT - MARCH 2023

Num	Date	Name	Item	Account	Amount
2005	3/2/2023	Columbia Locksmith LLC		7800 · Business OR - ARPA	(\$132.00)
2007	3/2/2023	City of Cannon Beach	A/C Domestic Water District	6002 · Temporary Help	(\$2,271.87)
2007	3/2/2023	City of Cannon Beach	A/C Sanitary District	6002 · Temporary Help	(\$2,271.88)
2009	3/2/2023	USA BlueBook	A/C Sanitary District	6200 · Maintenance	(\$167.65)
2009	3/2/2023	USA BlueBook	A/C Domestic Water District	6200 · Maintenance	(\$84.10)
2010	3/2/2023	Pacific Power		6110 · Utilities	(\$490.48)
2011	3/2/2023	CS&S	A/C Domestic Water District	6200 · Maintenance	(\$198.60)
2011	3/2/2023	CS&S	A/C Sanitary District	6200 · Maintenance	(\$198.60)
2012	3/2/2023	Ferguson Waterworks	A/C Sanitary District	6200 · Maintenance	(\$167.02)
2012	3/2/2023	Ferguson Waterworks	A/C Domestic Water District	6200 · Maintenance	(\$1,242.52)
2013	3/2/2023	WesTech		6200 · Maintenance	(\$1,344.92)
2014	3/2/2023	SDIS	A/C Domestic Water District	5005 · Medical Insurance	(\$99.60)
2014	3/2/2023	SDIS	A/C Sanitary District	5005 · Medical Insurance	(\$99.59)
EFT	3/10/2023	PERS		5004 · PERS Retirement	(\$1.88)
EFT	3/10/2023	PERS		5004 · PERS Retirement	(\$371.11)
EFT	3/10/2023	PERS		5004 · PERS Retirement	(\$1,076.64)
EFT	3/14/2023	Sure Payroll		5001 · Wage - District Manager	(\$3,462.60)
2006	3/14/2023	Sustainable Northwest		7803 · Project Management Services	(\$11,034.06)
2008	3/14/2023	Springboard Forestry		7802 · Forestry Services	(\$8,103.75)
2015	3/14/2023	SDIS	A/C Sanitary District	5005 · Medical Insurance	(\$99.59)
2015	3/14/2023	SDIS	A/C Domestic Water District	5005 · Medical Insurance	(\$99.60)
2016	3/14/2023	CS&S	A/C Domestic Water District	6200 · Maintenance	(\$41.50)
2016	3/14/2023	CS&S	A/C Sanitary District	6200 · Maintenance	(\$41.50)
2017	3/14/2023	Jackson Oil	A/C Domestic Water District	6008 · Vehicle	(\$71.67)
2017	3/14/2023	Jackson Oil	A/C Sanitary District	6008 · Vehicle	(\$84.13)
2018	3/14/2023	CenturyLink		6110 · Utilities	(\$161.50)
2019	3/14/2023	Jigsaw Consulting Services	A/C Domestic Water District	6007 · Postage	(\$97.15)
2019	3/14/2023	Jigsaw Consulting Services	A/C Sanitary District	6007 · Postage	(\$114.05)
2020	3/14/2023	Alexin Analytical		6200 · Maintenance	(\$2,537.00)
2021	3/14/2023	Pacific Power		6110 · Utilities	(\$565.13)
2022	3/14/2023	USA BlueBook		6200 · Maintenance	(\$250.74)
EFT	3/17/2023	USPS	A/C Domestic Water District		(\$4.62)
EFT	3/17/2023	USPS	A/C Sanitary District	6007 · Postage	(\$5.43)
EFT	3/21/2023	Amazon.com		7001 · Meter Replacement	(\$67.90)
EFT	3/23/2023	Zoom		6200 · Maintenance	(\$149.90)
2023	3/23/2023	Correct Equipment		7001 · Meter Replacement	(\$1,634.28)
EFT	3/28/2023	PERS		5004 · PERS Retirement	(\$3,029.70)
EFT	3/28/2023	PERS		5004 · PERS Retirement	(\$1,015.08)
EFT	3/28/2023	PERS		5004 · PERS Retirement	(\$7.01)
EFT	3/30/2023	Sure Payroll		5001 · Wage - District Manager	(\$3,462.62)
2024	3/30/2023	City of Cannon Beach	A/C Domestic Water District	6002 · Temporary Help	(\$1,306.25)
2024	3/30/2023	City of Cannon Beach	A/C Sanitary District	6002 · Temporary Help	(\$1,306.25)
2025	3/30/2023	Jigsaw Consulting Services	Arch Cape Forest	6001 · Administrative Services	(\$1,000.00)
EFT	3/31/2023	1st Security Bank		4601 · User Fees	(\$296.00)
EFT	3/31/2023	1st Security Bank		4604 · Debt Service	(\$54.00)



# **Budget Committee Meeting**

**ARCH CAPE WATER & SANITARY DISTRICTS**

**32065 E. Shingle Mill Lane, Arch Cape, OR 97102**

**(503) 436-2790**

**April 20, 2023**

**4:00 pm**

The Arch Cape Water and Sanitary Districts give notice of a Budget Committee meeting on Thursday April 20, 2023 at 5:00 PM at the Arch Cape Fire Hall 72979 Hwy 101, Arch Cape, OR 97102. The public is welcome to attend. This will be an in-person meeting with the option of attending remotely through ZOOM. A link to join will be available at [archcapewater.org](http://archcapewater.org) or may be received by contacting the District office at 503-436-2790 prior to the meeting. The purpose of the meeting will be to elect the Budget Chair, appoint Budget Officer, receive budget message, and begin discussion of proposed budgets. A copy of budget materials will be available on [archcapewater.org](http://archcapewater.org) or by contacting the District office on or after April 18, 2023. Additional budget meeting dates are scheduled for May 4<sup>th</sup> and May 18<sup>th</sup>.



**Arch Cape Water and Sanitary Districts**

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

**Arch Cape Domestic Water Supply District / Arch Cape Sanitary  
District Budget Committee  
APPLICATION**

Date : 4/10/2023

Applicant Name: Carl Matson

Mailing Address: 79955 W Beach Rd., Arch Cape, OR 97102

Residence Address: 79955 W Beach Rd., Arch Cape, OR 97102

Contact Telephone: 503-720-0100

Email: [carlm92@charter.net](mailto:carlm92@charter.net)

***District Budget Committee Wishing to Serve On:***

Water District Budget Committee: YES

Sanitary District Budget Committee: ONLY IF NEEDED

Both:

**Describe your background (relevant experience, education, training, etc.)**

- Retired.
- Full time resident of Arch Cape.
- Former employee of Tektronix in Beaverton, Oregon.
- Bachelor of Science degree in Electrical Engineering degree.

**Describe your interest in serving on the Arch Cape Budget Committee(s):**

- I am willing to do my part as a resident of Arch Cape, a customer of the Arch Cape Utility districts, and a volunteer, to support both boards of directors.

**Arch Cape Domestic Water Supply District Board  
APPLICATION**

Date 3/31/23

Applicant Name TEVIS DOOLY

Mailing Address 31972 E. OCEAN LN., ARCH CAPE, 97102

Residence Address SAME

I am a registered voter in Arch Cape

Contact Telephone 503-440-0329 503-436-1361

Email TEVISDIII@GMAIL.COM

Position(s) Applied for:

Arch Cape Domestic Water Supply District Board - POSITION #1

Signature Tevis Dooly

**PLEASE COMPLETE BOTH PAGES OF THIS APPLICATION,  
AND USE ADDITIONAL SPACE IF NEEDED  
APPLICATION IS DUE April 10, 2023**

Arch Cape Domestic Water Supply and Sanitary Districts  
32065 E. Shingle Mill Lane, Arch Cape, OR 97102  
mattgardneracutil@gmail.com: 503-436-2790



**Describe your background (relevant experience, education, training, etc.)**

RESIDENT OF ARCH CAPE FOR MOST OF PAST  
FORTY YEARS. I SAT ON BOTH WATER AND SEWER  
BOARDS PRIOR TO AND DURING THE REBUILDING OF  
BOTH FACILITIES.

**Describe your interest in serving on the Arch Cape Special District Board(s).**

COMMUNITY PARTICIPATION

**OATH OF OFFICE**

State of Oregon     )  
County of Clatsop    )

**I, Tevis Dooley, on oath and depose and say: That I will obey and support the Constitution and Laws of the State of Oregon, and that I will perform the duties of Director, Position 4, Arch Cape Water District, Clatsop County, Oregon, in the manner provided by law and to the best of my ability, so help me God.**

\_\_\_\_\_  
Signature

Subscribed and sworn to before me this        day of           ,       .

\_\_\_\_\_  
District Authority



**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 <u>328/2023</u>	Account Number <u>2880</u>
Name on account <u>Ulrich Heimerdinger</u>	
Property Account Address: <u>32108 Buena Vista Drive , Arch Cape 97102</u>	

**If different:** Your Name \_\_\_\_\_ Address \_\_\_\_\_  
 Contact Info (phone/email) \_\_\_\_\_

Date leak discovered / loss noticed	Date leak / loss repaired
3/14/2023	3/20/2023
Describe the water loss	Describe the repairs to your system
When Leak was detected, the water loss was 0.37 gal/min, with all users shut off in the house	leak ws found between Meter and entrance to the house and fixed by A1 Plumbing
Name of person or entity discovering leak	Name of person or entity repairing leak
Arch Cape Water Buero, Mathew Gardner <i>2973 10</i>	A1 Plumbing

Amount being appealed: \$ ~~3000~~ 2973.10 Date(s) of charges being appealed: 3/28/2023

- Basis of appeal:  Arch Cape Domestic Water Supply District Dwelling Leak Policy #17-02 WD  
 Arch Cape Domestic Water Supply District Irrigation Report and 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 <http://www.archcape.com/ACutility/Documents.html>

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: *U. Heimerdinger* Date: 3/28/2023

Ulrich Heimerdinger - 2880

MONTH	*USAGE	EXCESS WATER FEE	EXCESS SANITARY FEE
<i>*First 5,000 included in Base Rate – see website for Tier Structure under “Resources / Rates &amp; Fees” Calculations are shown at the bottom of the page.</i>			
December	9790	\$ 20.55	10.46
January	12630	\$ 69.00	50.25
February	9740	\$ 21.00	\$10.28
March	Base Rate	\$172.00	\$271.00
March	15200	\$ 197.50	178.75
April	13700	\$ 122.50	10.13
May	0	\$ -	\$0.00
June	Base Rate	\$ 172.00	\$271.00
June	0	\$ -	0
July	46800	\$ 569.49	726.68
August	12100	\$ 42.50	23.75
September	Base Rate	\$ 175.00	\$264.00
September	9800	\$ 21.00	10.5
October	16500	\$ 224.50	263.75
November	13700	\$ 122.50	\$103.75
December	Base Rate	\$ 175.00	\$264.00
December	13800	\$ 127.50	108.75
January	13560	\$ 115.50	96.75
February	16409	\$ 274.31	\$255.56
March	Base Rate	\$175.00	\$264.00
	COST TO TREAT (.72 WD / .51 SD)	\$ 99.89	\$138.22
	APPEAL	<b>(\$1,801.62)</b>	<b>(\$1,171.48)</b>
Less Paid		<b>\$895.34</b>	<b>\$1,514.10</b>
TOTAL:		\$ 199.78	\$636.00

Date	Water Usage	Waterusage	Billed	Billed	Avg.	Avg.	Water	Sanitary	Totals		
9/1/2022	actual	above 9800	Water	Sanitary	Price	Price	Corrected	Corrected			
10/1/2022	9800		\$21.00	\$10.50	\$0.0021	\$0.0011	\$21.00	\$10.50	\$31.50		Base Rate
11/1/2022	16500	6700	\$282.50	\$263.75	\$0.02	\$0.02	\$114.71	\$107.10	\$221.81		
12/1/2022	13700	3900	\$122.50	\$103.75	\$0.01	\$0.01	\$34.87	\$29.53	\$64.41	\$175.00	\$264.00
1/3/2022	13800	4000	\$127.50	\$108.75	\$0.01	\$0.01	\$36.96	\$31.52	\$68.48		already Paid
2/3/2022	13560	3760	\$115.50	\$96.75	\$0.01	\$0.01	\$32.03	\$26.83	\$58.85		
3/10/2022	16409	6609	\$274.31	\$255.56	\$0.02	\$0.02	\$110.48	\$102.93	\$213.41	\$175.00	\$264.00
	73969	24969					\$350.00	\$528.00	\$658.46	\$350.00	\$528.00
							\$700.05	\$836.41			\$878.00

Dear Board Members,

I used the "water used amount from

September 1 to October 1 as amount of

water and sewage to be used as the actually

water being used and adjusted the to be

paid amounts accordingly.

We had starting September 1 a permanent

renter in the house with actually only 2

persons.

The reason why the leak was detected so

late was really the insufficient amount of

information on the billing statements. They

do not show the actually amount of water

used per month, so I was only alerted when

I received the last bill.

I would like to ask the board to accept my

appeal and I am happy the leak is fixed.

Thank you for you time spent on this issue.

Uli Heimerdinger

Adjusted Bill Amount	\$1,536.46	incl. base rate
Adjusted Amount Owed	\$2,578.91	
Amount Appealed	\$1,930.65	
Actually Billed Amount	\$4,509.56	
Adjusted Amount Owed	\$1,536.46	
Amount Appealed	\$2,973.10	
Base rates Paid	\$878.00	
Amount still Owed	\$658.46	



A+ PLUMBERS

422 N ROOSEVELT DR  
SEASIDE OR 97138  
CCB#211826

DATE	INVOICE #
3/24/2023	8939

BILL TO

ULI  
ULI1944@YAHOO.COM

CCB # 211826  
503-468-8054  
LICENSED, BONDED AND INSURED  
WWW.APLUSPLUMBERS.NET  
PLUMBER@APLUSPLUMBERS.NET

Service Address: 32108 Buena Vista Dr  
Arch Cape

Phone #

DESCRIPTION
REASON FOR SERVICE: - WATER LEAK BETWEEN METER AND HOUSE  DESCRIPTION OF SERVICE: + EXPOSED WATER LINE AND FOUND LEAK + REPLACED SECTION OF PIPE TO REPAIR  MATERIALS: INSTALLATION PARTS AND FIELD COSTS

THANK YOU FOR YOUR BUSINESS!

PLEASE MAIL PAYMENT TO: A+ PLUMBERS 424 N ROOSEVELT DR SEASIDE OR 97138	<b>Total</b>	\$670.00
	<b>Payments</b>	\$0.00
	<b>Balance Due</b>	\$670.00

Ulrich Heimerdinger  
14345 NE Morris Ct  
Portland, OR 97230

2403

18-7076/S250

3/28/ 2023

PAY TO THE  
ORDER OF

A + PLUMBERS

\$ 670.00

SIX HUNDRED AND SEVENTY <sup>00/100</sup> DOLLARS



Chase Bank

INV. 8939

FOR

REPAIR LEAK

*U. Heimerdinger*

MP

⑆ 3 250 70 760 ⑆

259737906⑈ 2403

© 2013 Chase Bank



Arch Cape Water and Sanitary Districts

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

SEE ATTACHED INVOICE FROM PLUMBER

BILLING APPEAL REQUEST FORM

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

Date 3/3/23 Account Number 1415  
 Name on account DEBORAH & JOHN PIERCE  
 Property Account Address: 31972 SHARK CREEK LANE, ARCH CAPE, OR

If different: Your Name DEBORAH PIERCE Address 2049 COWIN RUN DR, HENDERSON, NV 89052  
 Contact Info (phone/email) 702-683-6906 deborahpierce169@msn.com

Date leak discovered / loss noticed <u>1/20/23</u>	Date leak / loss repaired <u>1/20/23 TURNED OFF WATER</u> <u>1/20/23 WATER MAIN REPLACED BY PLUMBER</u>
Describe the water loss <u>THE WATER MAIN FROM STREET TO HOUSE DEVELOPED A LEAK. NO WATER WAS RELEASED INTO THE SEWER SYSTEM. ALL WATER FLOWED UNDER GROUND TO THE CLEAN.</u>	Describe the repairs to your system <u>EVANS PLUMBERS CHECKED THE HOUSE + UNDER THE HOUSE. NO PROBLEM FOUND. IT WAS DETERMINED THAT THE MAIN LINE FROM THE STREET WAS LEAKING AND THE MAIN WATER LINE WAS REPLACED WITH A NEW WATER MAIN LINE.</u>
Name of person or entity discovering leak <u>STAFF OF ARCH CAPE WATER INFORMED US - THANK YOU!</u>	Name of person or entity repairing leak <u>EVANS PLUMBING, INC. 3767 HIGHWAY 101 N, GEARHART, OR 97138</u>

Amount being appealed: \$ SEE 1 NOTE Date(s) of charges being appealed: AMTS BETWEEN 12/1/23 AND 2/1/23

- 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: Deborah Pierce Date: 3/3/23

① ALL AMTS ABOVE NORMAL QUARTER BILL FOR QUARTER - SANITARY NORMAL BILL IS 271.50  
 - WATER NORMAL BILL IS 190.00



Deborah Pierce - 1415

MONTH	*USAGE	EXCESS WATER FEE	EXCESS SANITARY FEE
<i>*First 5,000 included in Base Rate – see website for Tier Structure under “Resources / Rates &amp; Fees” Calculations are shown at the bottom of the page.</i>			
December	3000		
January	430		
February	2580		
March	Base Rate	\$172.00	\$271.00
March	2700		
April	2900		
May	4800		
June	Base Rate	\$ 172.00	\$271.00
June	2800		
July	3900		
August	4700		
September	Base Rate	\$ 175.00	\$264.00
September	2700		
October	3700		
November	9000	\$ 15.00	\$7.50
December	Base Rate	\$ 175.00	\$264.00
December	24000	\$ 957.50	938.75
January	579		
February	1037		
March	Base Rate	\$175.00	\$264.00
	COST TO TREAT (.72 WD / .51 SD)	\$ 23.76	\$16.83
	APPEAL	(\$957.50)	(\$667.75)
Less Paid		\$884.00	\$1,612.50
TOTAL:		\$23.76	\$16.83

Remit to:  
 Evans Plumbing, Inc  
 3767 Highway 101 N.  
 Gearhart, OR 97138



Main Office:  
 208-728-5281  
 208-788-8176 Fax

Evans Plumbing, Inc  
 3767 Highway 101 N.  
 Gearhart, OR 97138  
 (503) 738-3583  
 CCB# 221562

# Work Order Invoice 135148

Date: 02/02/23

<b>Bill to:</b>  Deborah Pierce 2049 Colvin Run Dr Henderson, NV 89052	<b>Job Address:</b>  Deborah Pierce 31972 Shark Creek Ln Arch Cape
--	--

Thank you, we really appreciate your business and your prompt payment. There will be a 1.5% monthly (18% APR) finance charge on all balances past due 30 days from the date of the invoice.

Customer Code	Payment Terms	Customer PO Number	Quote	Type	Page
PIEDEB	Due Upon Receipt			T	1
Remarks: Deborah Pierce WO# 6-128582					

## Description of Work Completed

1/24/23. Located meter, turned water on, made crawl space access, checked under house for leaks, leak is in mainline between meter and house. Scheduled for replacing mainline and marked/called locate. Replace two bathroom faucets and upstairs shower head. Turned off power to water heater.

1/27/23. Replaced water main, called for inspection

*Handwritten signature and date: P. J. 2/20/23*

## Labor & Equipment Used

Week ending 01/28/23	Sun 1/22	Mon 1/23	Tues 1/24	Wed 1/25	Thur 1/26	Fri 1/27	Sat 1/28	Total Hours	Rate	Extension
R-Robert Baumeister			1.00					1.00	135.00	135.00
R-David W Harden			3.00			6.00		9.00	135.00	1,215.00
R-Siboney H Sedano			3.50					3.50	135.00	472.50
R-Jesse W Thompson						6.00		6.00	80.00	480.00

## Material Used

Quantity	Description	Unit of Measure	Unit Price	Extension
65.00	LF 1X20 PEX ULTRA STRT LGTH WH	FT	38.86	126.30
1.00	LF 1 PLYMR PEX PRESS COUP	EA	5.08	5.08
2.00	LF 1X1 BRZ PEX PXM ADPT	EA	12.39	24.78
2.00	LF 1X1 PEX PRESS PROGRESS ADPT	EA	16.11	32.22
4.00	LF 1 PLYMR PEX PRESS 90 ELL	EA	5.97	23.88
1.00	LF 1 BRS 600# WOG THRD 2PC FP	EA	23.82	23.82
2.00	10" RND VALVE BOX W/COVER	EA	29.57	59.14

## Other Costs

Description	Extension
Permit Fee	164.22

*NOTE*

Remit to:  
 Evans Plumbing, Inc  
 3767 Highway 101 N.  
 Gearhart, OR 97138



Main Office:  
 208-728-5261  
 208-788-8176 Fax

Evans Plumbing, Inc  
 3767 Highway 101 N.  
 Gearhart, OR 97138  
 (503) 738-3583  
 CCB# 221562

# Work Order Invoice 135655

Date: 02/15/23

Bill to:  Deborah Pierce 2049 Colvin Run Dr Henderson, NV 89052	Job Address:  Deborah Pierce 31972 Shark Creek Ln Arch Cape
---	---

Thank you, we really appreciate your business and your prompt payment. There will be a 1.5% monthly (18% APR) finance charge on all balances past due 30 days from the date of the invoice.

Customer Code	Payment Terms	Customer PO Number	Quote	Type	Page
PIEDEB	Due Upon Receipt			T	1
Remarks: Deborah Pierce WO# 6-128582					

## Description of Work Completed

1/24/23. Located meter, turned water on, made crawl space access, checked under house for leaks, leak is in mainline between meter and house. Scheduled for replacing mainline and marked/called locate. Replace two bathroom faucets and upstairs shower head. Turned off power to water heater.

1/27/23. Replaced water main, called for inspection

## Labor & Equipment Used

Week ending 02/04/23	Sun 1/29	Mon 1/30	Tues 1/31	Wed 2/1	Thur 2/2	Fri 2/3	Sat 2/4	Total Hours	Rate	Extension
R-Brooke C Johnson					4.00			4.00	80.00	320.00
R-Jesse W Thompson					4.00			4.00	80.00	320.00
<b>Invoice Totals:</b>										<b>640.00</b>

If paying by credit card, please fill out the information below:

Credit Card Payment Information: Visa \_\_\_ Mastercard \_\_\_ Discover \_\_\_ AMEX \_\_\_

Card Holder Name \_\_\_\_\_ Signature \_\_\_\_\_ ZIP Code \_\_\_\_\_

Card Number \_\_\_\_\_ Exp. Date \_\_\_\_\_ CSV# \_\_\_\_\_ Amount \_\_\_\_\_

If paying by check please reference customer code PIEDEB and Invoice #135655

Invoice Total: 640.00

Remit to:  
Evans Plumbing, Inc  
3767 Highway 101 N.  
Gearhart, OR 97138



Main Office:  
208-728-5261  
208-788-8176 Fax

Evans Plumbing, Inc  
3767 Highway 101 N.  
Gearhart, OR 97138  
(503) 738-3583  
CCB# 221562

# Work Order Invoice 135148

Page: 2

Date: 02/02/23

Bill to: Deborah Pierce 2049 Colvin Run Dr Henderson, NV 89052	Job Address: Deborah Pierce 31972 Shark Creek Ln Arch Cape
---	---

Thank you, we really appreciate your business and your prompt payment. There will be a 1.5% monthly (18% APR) finance charge on all balances past due 30 days from the date of the invoice.

Customer Code	Payment Terms	Customer PO Number	Quote	Type	Page
PIEDEB	Due Upon Receipt			T	2
Remarks: Deborah Pierce WO# 6-128582					

Continued from previous page . . .

Invoice Totals:	Labor	Material	Other	
	2,302.50	295.22	164.22	2,761.94

If paying by credit card, please fill out the information below:

Credit Card Payment Information: Visa  Mastercard  Discover  AMEX

Card Holder Name \_\_\_\_\_ Signature \_\_\_\_\_ ZIP Code \_\_\_\_\_

Card Number \_\_\_\_\_ Exp. Date \_\_\_\_\_ CSV# \_\_\_\_\_ Amount \_\_\_\_\_

If paying by check please reference customer code PIEDEB and Invoice #135148

Invoice Total: 2,761.94

# Normal Bill

ARCH CAPE SANITARY DISTRICT  
32065 E SHINGLE MILL LANE --  
ARCH CAPE, OR 97102

METER READ	11/01/2022 307200	12/01/2022 316200
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View and pay your bills online at [www.oca.gov](http://www.oca.gov). The Municipal Code is Arch Cape OR Sewer



Prior Balance	2020.00
Payment(s)	-0.00
Sewer	7.50
Quarterly Base Rate	237.00
Quarterly Debt Surcharge	27.00

*pd 12/20*

DUE DATE	02/10/2023	AMT. DUE	271.50
ACCT. NO	1415	IF LATE PAY	276.50
BILL DATE	12/10/2022	SRV. TYPE	Residential

Total Due	271.50
-----------	--------

STREET ADDRESS  
31972 SHARK CREEK LN

*NO LEAK WATER WENT INTO THE SEWER SYSTEM*

# Normal Water Bill:

ARCH CAPE WATER  
32065 E SHINGLE MILL LANE  
ARCH CAPE, OR 97102

METER READ	11/01/2022 307200	12/01/2022 316200
------------	----------------------	----------------------



Prior Balance	0.00
Payment(s)	0.00
Water	15.00
Debt Surcharge	17.00
3/4" Service	158.00

*pd 12/20*

DUE DATE	01/10/2023	AMT. DUE	190.00
ACCT. NO	1415	IF LATE PAY	195.00
BILL DATE	12/10/2022	SRV. TYPE	Residential

Total Due	190.00
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STREET ADDRESS  
31972 SHARK CREEK LN

*Because we are replacing the siding and windows at the property, we had Moore staying at the property after November 29, 2022. Thank you so much for bringing the leak to our attention on Jan. 26, 2023.*

*Deb Pica*



**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 Michele Maynard \_\_\_\_\_ Address 80147 Kent Road, Arch Cape OR \_\_\_\_\_

Contact Info (phone/email) 206-790-0668 michelemaynard@outlook.com \_\_\_\_\_

Date leak discovered / loss noticed	Date leak / loss repaired
November – primary bath toilet running and subsequently discovered leaking	December
Describe the water loss	Describe the repairs to your system
Primary toilet was running and leaking	Running toilet & leak corrected
Name of person or entity discovering leak	Name of person or entity repairing leak
Avantstay property management	Avantstay property management

Amount being appealed: \$1806.25 \_\_\_\_\_ Date(s) of charges being appealed: November-December, 2022

Basis of appeal: \_\_\_\_\_ Water District Dwelling Leak Policy #17-02 WD

\_\_\_\_\_ Sanitary District Dwelling Leak Policy #17-02 SD

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: Michele Maynard \_\_\_\_\_ Date: 2/26/2023 \_\_\_\_\_

Michele Maynard - 1655

MONTH	*USAGE	EXCESS WATER FEE	EXCESS SANITARY FEE
<i>*First 5,000 included in Base Rate – see website for Tier Structure under “Resources / Rates &amp; Fees” Calculations are shown at the bottom of the page.</i>			
December	1540	\$ -	\$ -
January	3160		
February	3740	\$ -	\$ -
March	Base Rate	\$172.00	\$271.00
March	3000	\$ -	\$ -
April	6700	\$ 4.25	2.13
May	9600	\$ 19.50	9.75
June	Base Rate	\$ 172.00	\$271.00
June	4300		\$ -
July	8100	\$ 8.25	4.13
August	8400	\$ 10.50	5.25
September	Base Rate	\$ 175.00	\$264.00
September	6400	\$ 3.50	1.75
October	9700	\$ 20.25	10.13
November	23500	\$ 912.50	\$893.75
	COST TO TREAT (.72 WD / .51 SD)	\$ 129.08	\$90.97
	APPEAL	<b>(\$912.50)</b>	<b>(\$893.75)</b>
December	Base Rate	\$175.00	\$264.00
Less Paid		<b>\$746.50</b>	<b>\$1,096.26</b>
TOTAL:		\$142.83	\$97.85

D1/4/2023, 2:58 PM

Property

[Kent Rd \(SF 14\) - Modern Love](#) Open Kent Rd (SF 14) - Modern Love Preview

Edit Property

Case Record Type

Field Operations

Change Record Type

Case Number

00552922

Type

Maintenance

Edit Type

Subject

Toilet Handle

Edit Subject

Category

Plumbing

Edit Category

Status

Closed

Edit Status

Subcategory

Leak, Toilet

Edit Subcategory

Completed on

1/4/2023

Location in Home

Primary Bath

Edit Location in Home

Priority

High

Edit Priority

Description

Owner would like the handle repaired on the toilet in the main bathroom Said it was running when they arrived

Edit Description

Spend Approval Threshold Amount 1

\$100

VPM Managed

VPM Managed

Edit VPM Managed

Quote

\$90

Edit Quote

Owner Request

Owner Request

Edit Owner Request



Quote Details

MT rate: \$45/hour

+ estimated materials

Edit Quote Details

Assignment

Field Ops

Edit Assignment

Quote Approver

Edit Quote Approver

Bill To

Owner

MT Vendor Rate

\$45.00

Owner Outreach Required

No

Edit Owner Outreach Required

Owner Contacted

Help Owner Contacted

No

Edit Owner Contacted

Owner Approval Status

Yes - Approved

April 3, 2023

Mr. Matt Gardner, Manager  
Arch Cape Water District  
32065 East Shingle Mill Lane  
Arch Cape, OR 97102

**RE: ARCH CAPE WATER DISTRICT  
WATER TREATMENT PLANT FACILITY IMPROVEMENTS**

Dear Matt:

Similar to the overview completed last month on the Wastewater Treatment facility, our inspection of the Water Treatment Plant in February identified a few issues that should be addressed to maintain the facility.

The plant appears to be operating as designed and has sufficient capacity to meet peak demands. No concerns were raised on the condition of the membranes although there were concerns on the support equipment such as the air supply system and multiple actuated valves. Currently they are operating as designed but it is important to continually monitor all components of the system.

The records indicate an unusual demand of approximately 10 to 15 gpm that is suspected to be a leak in the system. This amounts to 20 – 40% of the 60,000 gpd average daily demands so it is important to locate and repair this as soon as possible. This volume of water should show up on a loss calculation comparing production to metered sales which would verify it is a leak.

A few maintenance items that should be addressed were identified during our last inspection in February this year:

1. Most critical is the failure of the HMI controller that allows manual operation of the plant. In the event the PLC controls were to fail, currently there is no alternative way to keep the plant in production. A new HMI unit is estimated at \$3,000.
2. Second most critical need is to replace the redundant Asbury Creek supply pump that failed some time ago. This will be critical during the dry weather period to ensure the plant can reliably meet demands over the peak summer season. Estimated installed cost \$8,000.
3. The pre-filter on each membrane skid requires frequent rehabilitation to avoid plugging. These self-cleaning filters are no longer functional, and the District should consider replacing these units. An estimate of cost for an Evoqua V-200P unit is \$2,000 each.
4. The vent fan in the membrane filter room has failed. We did not experiment with the controls and that may be a simple repair. With the volume of chlorine used in this room,

Mr. Matt Gardner  
April 3, 2023  
Page 2

operation of the vent fan is important to minimize corrosion problems and maintain acceptable air quality. Repairs are estimated at \$1,000.

5. The heater and vent fan in the chemical feed room is also not operational. To protect the chemical feed systems this should be repaired as soon as possible. Estimated cost is \$800.
6. Failed instrumentation to monitor plant production should be replaced as budget allows. This includes the multiple pH meters and the three obsolete Hach turbidimeters. Cost of the Hach TU5300 replacement turbidimeter is approximately \$3,000 each. A replacement for the pH sensor is estimated at \$500 each, anticipating the electronics are functional.
7. Corrosion is evident on some of the piping and the equipment. All piping and equipment should have a thorough cleaning to protect the metals, and have any corrosion removed. The plant piping appears in good condition. Most of the piping is PVC, copper or stainless steel, so cleaning should remove the existing dirt and corrosion and keep them looking new and functional.
8. The building structure looks good, but general deterioration should be monitored and repaired before causing major repairs. The original support posts for the backwash basin cover have substantial decay at the base. These three posts should be replaced with pressure treated before allowing any damage to the roofing system. Estimated cost \$400.

Unless the treatment plant is operated 24 hours daily, the water rights to Shark Creek will limit the ability to meet daily demands, and require using water from the Asbury Creek intake. Water rights on Shark Creek allow a maximum withdrawal of 0.12 cfs or 54 gpm (Permit Number 53491) and are conditioned on maintaining 0.6 cfs, or 270 gpm flow in Shark Creek. Withdrawal from Shark Creek should not exceed this permitted value.

Asbury Creek can provide up to 0.3 cfs or 135 gpm year-round (Permit Number 53492) conditioned upon maintaining 0.1 cfs, or 45 gpm, flow in Asbury Creek.

To address all the current improvements has a total cost of approximately \$30,000. The District should prioritize these improvements to better define what should be completed immediately.

Very truly yours,

**CURRAN-McLEOD, INC.**

Curt J. McLeod, P.E.

THE BELOW NUMBERS WERE TAKEN DIRECTLY FROM WATER DISTRICT REPORTS Plus WATER USED = 120% OF METERED USAGE to include KNOWN UNMETERED WATER USAGE														
Timeframe	Jan 2021 - Dec 2022. (excluding February 2022)				Average Monthly	Calculated Loss over 27 months (January 2021 - March 2023)								
Period	23 months													
Sent to Town	34,628,604				1,505,591	40,650,970								
Water Used *1	21,609,737				939,554	25,367,952								
Lost	13,018,867				566,038	15,283,018								
% Lost	37.60%				37.60%	37.60%								
		January	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTAL
2022	Sent to town													
	Water Used *1	534960	201993											
	Lost													
	% Lost													
2022	Sent to town	1,353,017		1,374,195	1,437,390	1,528,890	1,663,380	2,226,689	2,133,755	1,778,526	1,713,411	1,624,632	1,489,851	<b>18,323,736</b>
	Water Used *1	706,540		543,895	726,060	782,268	867,740	781,260	1,532,688	1,325,784	989,160	887,940	810,072	<b>9,953,407</b>
	Lost	646,477		830,300	711,330	746,622	795,640	1,445,429	601,067	452,742	724,251	736,692	679,779	<b>8,370,329</b>
	% Lost	47.78%		60.42%	49.49%	48.83%	47.83%	64.91%	28.17%	25.46%	42.27%	45.35%	45.63%	<b>45.68%</b>
2021	Sent to town	1,087,323	912,274	1,124,135	1,195,515	1,274,148	1,451,344	1,906,113	1,817,201	1,522,479	1,417,978	1,292,433	1,303,925	<b>16,304,868</b>
	Water Used *1	877,020	669,277	858,191	863,833	1,089,191	1,205,537	1,717,380	1,385,803	727,632	833,534	726,908	702,023	<b>11,656,330</b>
	Lost	210,303	242,997	265,944	331,682	184,957	245,807	188,733	431,398	794,847	584,444	565,525	601,902	<b>4,648,538</b>
	% Lost	19.34%	26.64%	23.66%	27.74%	14.52%	16.94%	9.90%	23.74%	52.21%	41.22%	43.76%	46.16%	<b>28.51%</b>
2020	Sent to town	734,156	583,002	887,826	764,445	896,621	1,233,198	1,621,554	1,655,296	1,367,838	1,200,909	1,046,813	984,806	<b>12,976,464</b>
Water Used *1 - Includes Metered Water Usage plus an additional 20% to account for Known Unmetered Water (e.g. Sanitary Plant usage, Fire Hydrant Flushing, etc.)														

**TO: ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT**  
**FROM: ARCH CAPE FOREST MANAGEMENT COMMITTEE / FORESTER**  
**SUBJECT MEMO: 2023 Road and Thinning Contract Awards**  
**DATE: April 13, 2023**

**Discussion / Analysis**

Pre-commercial Thinning and Road Maintenance were proposed for the spring / summer 2023 on the Arch Cape Forest at the January board meeting. Following that approval, we solicited bids for completing thinning and road maintenance, and requested and received a budget revision memo from Business Oregon. These activities constitute basic and deferred property maintenance and stewardship, and long-term planning.

The total estimated budget for the thinning was \$169,590 and for road work was \$55,762. These costs would be fully funded thru ARPA / Business Oregon funds already awarded to the Arch Cape Domestic Water Supply District for the Arch Cape Forest.

**Bids**

The thinning project received 5 bids, the road work project received 3 bids. All but 1 bidder visited the site in person. The bids were opened at 10am on March 31, 2023. Ben Hayes, Matt Gardner and Daniel Wear were present for the bid opening. The bids are as follow:

Name	Brushing Rate	Brushing Total	Culvert Rate	Culvert Total	TOTAL
Warrenton Fiber	\$1,730.00	\$22,663.00	\$82.60	\$11,316.20	\$33,979.20
Scott Land and Timber	\$1,832.00	\$24,000.00	\$67.50	\$9,250.00	\$33,250.00
Vinson Brothers	\$1,880.00	\$24,624.00	\$114.00	\$15,618.00	\$40,242.00

Name	Rate	Total
Ramirez Reforestation	\$193.00	\$115,028.00
Mt St Helens Reforestation	\$198.00	\$118,008.00
Ramos Reforestation	\$189.03	\$112,664.00
D&D Forestry	\$143.00	\$85,228.00
Southwest Cutting	\$184.00	\$109,664.00

## **Recommendation**

The Forest Management Committee met on April 11 to review the received bids. Prior to this meeting, Ben Hayes called the references for the low bidder for the thinning contract (D&D Forestry) and the low bidder and runner up for the road work contract (Scott Land and Timber, Warrenton Fiber). All references provided positive evaluations of the potential contractors.

After discussion, the management committee recommends awarding the thinning contract to the low bidder, D&D Forestry. Despite their outlier low bid, it appears that they fully understand the contract requirements, visited the site, have a crew and experience sufficient to complete the necessary work, and are prepared to start as soon as the contract start date. This bid was for \$143 / acre, for a project total of \$85,228.

After discussion, the management committee recommends awarding the road work contract to the runner up bidder, Warrenton Fiber. Warrenton Fiber submitted a bid \$729.20 higher than the low bidder, Scott Land and Timber. Warrenton Fiber is recommended however due to their proximity to the property, which allows for a quick response time in event of an emergency. In addition, positive attributes of the bid were Warrenton Fiber's large amount of equipment available, experience working in other drinking water source areas (Astoria, Ilwaco), multiple site visits prior to bidding, and a history of working on the property (which was also the case for Scott Land and Timber). The Warrenton Fiber bid was for \$33,979.20 for brushing and culvert work. To this will be added \$20,000 for road repairs and emergency response, billed at their hourly rates (submitted with the bid), making the total contract amount \$53,979.20.

It is recommended that the Board of the Arch Cape Domestic Water Supply District authorize the board president Nadia Gardner to sign contracts with D&D Forestry and Warrenton Fiber for the 2023 pre-commercial thinning and road maintenance contracts.

By: \_\_\_\_\_

Arch Cape Forest Management Committee (Patricia Noonan, Clark Binkley, Mike Manzulli)  
Ben Hayes, Forester.

Attachments:

Pre-commercial thinning contract  
Road work contract  
Submitted bids

# FORESTRY CONSULTING SERVICES AGREEMENT

This Forestry Consulting Personal Services Agreement (this "**Agreement**"), dated as of \_\_\_\_\_, 2022 (the "**Effective Date**"), is by and between Arch Cape Domestic Water Supply District, an Oregon municipal corporation, with offices located at 32065 East Shingle Mill Lane, Arch Cape, Oregon 97102 ("**Customer**") and \_\_\_\_\_, a \_\_\_\_\_, ("**Contractor**") with offices located at \_\_\_\_\_, collectively the "**Parties**", and each a "**Party**").

## BACKGROUND

Contractor has the capability and capacity to provide certain forestry services, and Customer desires to retain contractor to provide such services, and contractor is willing to perform such services under the terms and conditions set forth in this Agreement;

## AGREEMENT

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and Customer agree as follows:

1. Services. Contractor shall provide to Customer the services (the "**Services**") set out in one or more statements of work (each, a "**Statement of Work**" or "**SOW**"). The initial accepted SOW is attached hereto as *Exhibit A*. Additional SOWs may be entered into between the parties.

2. Contractor Obligations. Contractor warrants that it shall perform the Services:

- (a) In accordance with the terms and subject to the conditions set out in the respective SOW and this Agreement.
- (b) Using personnel or subcontractors of reasonable skill, experience and qualifications.
- (c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.
- (d) In accordance with all applicable federal, state and local laws and regulations.

3. Fees, Expenses & Taxes.

3.1 Customer shall pay the fees set out in the respective SOW. Unless otherwise provided in the applicable SOW, fees will be payable within thirty (30) days of receipt by the Customer of an invoice from Contractor. Customer shall reimburse Contractor for reasonable expenses itemized and incurred in accordance with the SOW. Contractor shall maintain commercially reasonable records of fees and expenses, which will be available to Customer for review upon request.

3.2 Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer, except Contractor's income, revenues, gross receipts, personnel or real or personal property or other assets.

3.3 Except for invoiced payments that the Customer has successfully disputed, all late payments shall bear interest at the lesser of the rate of 9% per annum or the highest rate permissible under applicable law, calculated daily and compounded monthly. Contractor shall be entitled to suspend the provision of any Services if the Customer fails to pay any fees when due hereunder and such failure continues for thirty (30) days following written notice thereof.

4. Customer Obligations. Customer shall:

4.1 Respond promptly to any reasonable requests from Contractor for instructions, information or approvals required by Contractor to provide the Services.

4.2 Cooperate with Contractor in its performance of the Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable Contractor to provide the Services.

4.3 Allow Contractor to photograph Customer's property and publish such photos for marketing purposes.

4.4 Upon Contractor's written request, take all steps necessary, including obtaining any required licenses or consents, to prevent delays in Contractor's provision of the Services.

4.5 Maintain, execute, and comply with all contracts with third-party operators which Customer may deem appropriate.

4.6 Ensure compliance with all laws, regulations, and rules, specifically all public procurement regulations and environmental laws.

5. Intellectual Property. Portions of documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the Contractor in the course of performing the Services, including any items identified as such in the SOW] (collectively, the "**Deliverables**") are the existing Intellectual Property of Contractor. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all such Intellectual Property are reserved by Contractor for other and future use and shall continue to be owned by Contractor. Contractor hereby grants Customer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

6. Confidentiality. From time to time during the Term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when



disclosed and within five (5) days thereafter, is summarized in writing and confirmed as confidential ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 6; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. Notwithstanding the foregoing, no part of any deliverable from Contractor to Customer under any SOW shall be labeled or deemed "confidential".

7. Term, Termination and Survival. This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services under all Statements of Work, unless sooner terminated pursuant to Section , 7.3 below.

7.2 Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within fifteen (15) days after receipt of written notice of such breach.7.3 Notwithstanding anything to the contrary in Section 0, Contractor may terminate this Agreement before the expiration date of the Term on written notice if Customer fails to pay any amount when due and such failure continues for thirty (30) days after Customer's receipt of written notice of nonpayment.

7.4 Customer may terminate this Agreement for convenience without cause at any time, upon ninety (90) days notice to Contractor, and shall then be liable to Contractor for the payment of all cost and expenses reasonably incurred by Contractor in the performance of the Services prior to receipt of such notice.

8. Insurance & Limitation of Liability.

8.1 Contractor shall maintain general liability insurance with limits of not less than \$1,000,000 and shall provide Customer with a certificate evidencing coverage.8.2 NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL, DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE,.

8.3 IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT SET FORTH IN ALL STATEMENTS OF WORK PLUS CONTRACTOR'S INSURANCE.

9. Entire Agreement. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any SOW, the terms and conditions of the SOW shall supersede and control.

10. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or U.S. First Class, certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 10.

Notice to Customer:

**CUSTOMER NAME & ADDRESS:**

**Arch Cape Domestic Water Supply District**

Attention: Matt Gardner

32065 East Shingle Mill Lane

Arch Cape, Oregon 97102

Notice to Contractor:

\_\_\_\_\_  
\_\_\_\_\_

11. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to and signed by each Party.

12. Assignment. Contractor may assign any of its rights or delegate any of its obligations to to any person acquiring all or substantially all of service provider's assets with customer's consent, which will not be unreasonably withheld.

13. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

14. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. Nothing in this Agreement is intended to benefit any third party.

15. Choice of Law. This Agreement and all related documents are governed by, and construed in accordance with, the laws of the State of Oregon, United States of America.

16. Arbitration. Any dispute, controversy, or claim arising out of or relating to this Agreement will be settled by binding arbitration in Clatsop County, Oregon . Unless the parties otherwise agree, the arbitration will be administered by the American Arbitration Association in accordance with its rules. Judgment on the award rendered by the arbitrator may be entered in the circuit court in the county in which the arbitration occurs, and the resolution of the disputed matter as determined by the arbitrator will be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

**CONTRACTOR**

By: \_\_\_\_\_  
Name & Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CUSTOMER:** \_\_\_\_\_

By: \_\_\_\_\_  
Name & Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTACHED EXHIBITS:**

- **EXHIBIT 1 - INITIAL STATEMENT OF WORK**
- **EXHIBIT 2 – ARPA REQUIREMENTS**

**Exhibit 1:**

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**PROJECT LOCATION**

The project area is located behind locked gates on the Hug Point Mainline and associated spur roads. The project area is located SE of Cannon Beach, OR, directly to the east of the community of Arch Cape. All roads in this contract have all-weather gravel surfaces but have not been recently brushed (brushing scheduled spring / summer 2023).

**PROJECT DESCRIPTION**

Project work includes road brushing, culvert maintenance, and per-hour road maintenance tasks. Project deliverables are as follows:

**TASK 1: ROAD BRUSHING: 13.1 miles**

All roads mainline and secondary roads should be brushed with wheel or track mounted brushing head to the following specification:

The greater of a 24' road prism (12' from road center) or 5' from bottom of ditch line measured slope distance out from road center. Road prism to be brushed to 14' height with maximum 4' stump height. Road surface to be brushed to 2" maximum brush height. All culverts should be brushed 10' radius from inlet and outlet, except for trees over 6" DBH, which may be left. Brushing from culvert inlet / outlet should brush to 8" height. No more than 10% of total area should be bare mineral soil from brushing head.

All debris must be removed from uphill ditch line and road surface in a manner such that it cannot fall back into ditches. Any damaged, destroyed, or removed culvert markers to be replaced and installed at contractor's cost (either 2"x2"x4" painted cedar stake or 60" blue carsonite marker)

**TASK 2: CULVERT / DITCH CLEANING: 137 cross drains (no stream crossings)**

137 cross drains to be cleaned and / or opened to the following specification:

One scoop minimum to clear upslope end of each culvert. Clear any flow obstructions at inlet, clear outflow (as needed- do not disturb if fully functional). Ditch line should be opened and re-established 10' upstream from culvert inlet. Areas with slope over 10' should receive a single or double 2'x2'x2' settling pond.

Culverts requiring replacement should be identified and alerted to the forester by CULVERTID (see attached spreadsheet- culverts identified on painted marker)

All debris must be removed from uphill ditch line and road surface in a manner such that it cannot fall back into ditches. Any damaged, destroyed, or removed culvert markers to be replaced and installed at contractor's cost (either 2"x2"x4" painted cedar stake or 60" blue carsonite marker)

Work under task 2 to be completed with backhoe or small excavator.

### TASK 3: TIME AND EXPENSE ROAD MAINTENTANCE

Hourly machine work includes establishing and / or repair of: water bars, drainage, cross-drain replacement, and road surface. Tasks include re-establishing ditch lines, removing debris from x-over road, and other tasks as identified and directed by the forester. All items to be completed on a machine / time basis.

Contractor to provide per-machine hourly cost and per-machine mobilization cost to job sites within 3 miles of Hug Point gate. Equipment should include all available machines and operators.

Contractor must be able to provide standard equipment on 4-week timeline for general road maintenance during contract period, and 24-hour response for emergency road stabilization.

Hourly maintenance work not to exceed \$20,000.

### OTHER CONDITIONS

Contractor must maintain site in clean and visually appealing condition. No garbage, oil containers, trash, or other human debris will be tolerated. Operator to provide 1 spill kit per vehicle for all operations. Operator responsible for all PPE, OSHA, and ODF Fire mandated equipment. Operator to provide mobile porta-potty for all operations extending past 5-days or requiring 2 or more machines for more than 48hrs.

Operations must take place during the following times:

TASK 1: BRUSHING – May 15 – July 31, 2023 (no operations allowed in IFPL II or higher)

TASK 2: CULVERT / DITCH CLEANING – May 15 – October 31, 2023 (operations allowed in IFPL II with continuous fire watch, full shutdown during IFPL III)

TASK 3: HOURLY – June 15 – October 21 (operations allowed in IFPL II with continuous fire watch, full shutdown during IFPL III) except for emergency road maintenance operations excending through December 31, 2024.

Contractor will be provided with a key for gate access. Gates must be locked at all times. If work is to be completed during fire season, contractor is required to provide all necessary ODF mandated firefighting equipment and fire-watch. No work shall be completed with RH below 30% if winds are still, or 35% if winds are over 10mph.

### **PROJECT LOCATION**

See attached maps:

- EXPIRATION DATE:** December 31, 2024
- OPERATING DATES:** Contract Date – December 31, 2023 EXCEPT when fire level is IFPA Level III or higher (work allowed with IFPL Level II with continuous fire watch) and for hourly work (expiration 2024 for emergency work, road maintenance to be completed in 2023).
- INSURANCE:** \$2,000,000 Commercial General Liability, \$1,000,000 Automobile Liability, \$1,000,000 Logger's Broad Form and \$1,000,000 excess or umbrella policy
- OTHER REQUIREMENTS:** Bidder to provide SAMS registration.
- PAYMENT:** Arch Cape Domestic Water Supply District to provide payment on 60-day terms based on completed units meeting the requirements of the project description. Partial units to be approved and invoiced in the following 1-month period. Contractor to invoice at the end of each month.

## **Exhibit 2:**

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Contractor will comply with the following requirements:

- 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 the 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 reasonably 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.

**Procurement of recovered materials over \$10,000.** - The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Termination for cause and for convenience** - Contractor shall address termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement. The Contract Owner shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. The Contract Owner shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.



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\_\_\_\_\_

11. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to and signed by each Party.

12. Assignment. Contractor may assign any of its rights or delegate any of its obligations to to any person acquiring all or substantially all of service provider's assets with customer's consent, which will not be unreasonably withheld.

13. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

14. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. Nothing in this Agreement is intended to benefit any third party.

15. Choice of Law. This Agreement and all related documents are governed by, and construed in accordance with, the laws of the State of Oregon, United States of America.

16. Arbitration. Any dispute, controversy, or claim arising out of or relating to this Agreement will be settled by binding arbitration in Clatsop County, Oregon . Unless the parties otherwise agree, the arbitration will be administered by the American Arbitration Association in accordance with its rules. Judgment on the award rendered by the arbitrator may be entered in the circuit court in the county in which the arbitration occurs, and the resolution of the disputed matter as determined by the arbitrator will be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

**CONTRACTOR**

By: \_\_\_\_\_

Name & Title: \_\_\_\_\_

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

**CUSTOMER: \_\_\_\_\_**

By: \_\_\_\_\_

Name & Title: \_\_\_\_\_

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

**ATTACHED EXHIBITS:**

- **EXHIBIT 1 - INITIAL STATEMENT OF WORK**
- **EXHIBIT 2 – ARPA REQUIREMENTS**

**Exhibit 1:**

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**PROJECT LOCATION**

The project area is located behind locked gates on the Hug Point Mainline and associated spur roads. The project area is located SE of Cannon Beach, OR, directly to the east of the community of Arch Cape. All PCT units are accessible on gravel-surfaced roads.

**PROJECT DESCRIPTION**

The 2023 pre-commercial thinning project includes thinning 596-acres in 11 separate stands. The stands range from 10-19 years old and are Hemlock dominated with density ranging from 600-1200 trees per acre. Thinning will target 220-280 trees per acre or 12'-14' spacing between trees. Thinning treatment is intended to provide open growing space around each individual tree. Retained trees should be of healthy condition with a clear, dominant leader. Trees may represent a diversity of sizes. All western red cedar shall be retained with a secondary retained species of Sitka spruce. Douglas fir should be removed. Alder should be thinned to similar 12-'14' spacing as the surrounding stand.

Slash must be managed on site to a height of no more than 3' above the surrounding ground. Slash should not extend onto any roads, landings, or other open pathways. Stump height is not to exceed 8".

Contractor will be provided with a key for gate access. Gates must be locked at all times. Contractor is to provide a porta-potty for use in all thinning units. Porta-potty must be used at all times. No trash, human waste, or other human-generated debris will be tolerated. A spill kit must be present in vehicles at all times. Contractor is responsible for all standard PPE and OSHA safety requirements. If work is to be completed during fire season, contractor is required to provide all necessary ODF mandated firefighting equipment and fire-watch. No work shall be completed with RH below 30% if winds are still, or 35% if winds are over 10mph.

**SALE LOCATION**

Sale is located in Arch Cape Forest. Sale includes the following units. Units may be identified by STD\_ID on the attached maps.

STD_ID	Ownership	NetAcres	GrsAcres	EstYear	Age (2022)	Elev	Aspect
9023	OPH	31.1509991	35.6341019	2013	9	419	180
9036	OPH	76.8220978	80.2848969	2013	9	811	225
9039	OPH	65.9437027	71.3816986	2013	9	274	225
9046	OPH	26.1173	27.1219997	2013	9	735	270
9053	OPH	15.5984001	20.5436001	2013	9	459	225
9010	OPH	31.8358994	32.9112015	2009	13	496	315
9022	OPH	38.7078018	41.7412987	2009	13	1440	270
9038	OPH	91.3240967	95.7151031	2007	15	542	270
9041	OPH	82.7746964	84.7425995	2007	15	1094	225
9018	OPH	67.139801	70.1595001	2004	18	307	225
9037	OPH	34.4044991	36.0289993	2004	18	542	225

**EXPIRATION DATE:** December 31, 2023

**OPERATING DATES:** Contract Date – December 31 EXCEPT when fire level is IFPA Level II or higher (work allowed with IFPL Level I)

**INSURANCE:** \$2,000,000 Commercial General Liability, \$1,000,000 Automobile Liability, \$1,000,000 Logger’s Broad Form and \$1,000,000 excess or umbrella policy

**OTHER REQUIREMENTS:** Bidder to provide SAMS registration.

**PAYMENT:** Arch Cape Domestic Water Supply District to provide payment on 60-day terms based on completed units meeting the requirements of the project description. Partial units to be approved and invoiced in the following 1-month period. Contractor to invoice at the end of each month.

**Exhibit 2:**

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Contractor will comply with the following requirements:

- 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 the 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 reasonably 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.

**Procurement of recovered materials over \$10,000.** - The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Termination for cause and for convenience** - Contractor shall address termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement. The Contract Owner shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. The Contract Owner shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.



# Forest Project Manager Board Update

Daniel Wear, Sustainable Northwest

## Forest Management Committee Meeting

- Developing Criteria to Evaluate Tours of Site.
- Approving Contractors for Site Work.
- Contracting Bids List:  
[https://www.dropbox.com/transfer/AAAAAlrFmxnO6kU3Wl3EZCR8dnSZoQ0V\\_J1GCvJ9PU6g9cjhMr-lpi4](https://www.dropbox.com/transfer/AAAAAlrFmxnO6kU3Wl3EZCR8dnSZoQ0V_J1GCvJ9PU6g9cjhMr-lpi4)
- Next Meeting May 15, 5:00 PM.

## Public Access Planning Meetings

- Summary of March 30
  - o Focus on identifying when access uses merited further research and discussion prior to the town hall meeting.
  - o [Summary of meeting can be found here.](#) The focus was on presence of hunting and how that could impact other site users, impacts of ebikes on the trails, and differences in prior, and neighboring landowner policies.
- April 5 Meeting
  - o Meeting featured a presentation from ODFW on hunting impacts and habitat management on the North Coast. Important conversation around predator hunting (and what constitutes a predator by ODFW guidelines). [Summary can be found here.](#)
- Town Hall April 22
  - o **Saturday, April 22 from 10:00 AM – 12:00 PM at the Fire Hall.**
  - o Will focus on the basic access recommendations from the Public Access Advisory Team for each site. The town hall will utilize time to gather input on key access issues from community members.

Arch Cape Forest Metrics- Attached Document

Approval of Hollis Foundation Grant Transfer

Created April 2023

**SUBAWARD**  
Between  
**Sustainable Northwest**  
And  
**Arch Cape Domestic Water Supply District**  
**Subaward # HOLLIS2023-01**

**Sustainable Northwest**, herein referred to as “SNW” and **Arch Cape Domestic Water Supply District**, hereinafter referred to as the "Awardee," enter into this Subaward Agreement on April 20, 2023 upon the following terms and conditions. As used herein, "Subaward" shall refer to this Subaward Agreement #**HOLLIS2023-01** and all its attachments and incorporations. "Prime Award" shall refer to **Hollis Foundation**, between Sustainable Northwest and The Hollis Foundation.

**SECTION I - PURPOSE**

SNW and Awardee (collectively, the “Parties”) enter into this Subaward to partner and collaborate to support the Arch Cape Community Forest.

**SECTION II- TERM OF SUBAWARD**

This Subaward shall begin on April 20, 2023, and shall expire on December 31, 2024 (the “Term”), unless further extended by amendment of the Subaward, which shall be in writing and signed by all parties to this Subaward.

**SECTION III - AMOUNT OF SUBAWARD**

The Awardee shall receive an amount of \$90,000 in funding for work related to carrying out the project activities related to the forest management with the Arch Cape Forest as detailed in the Hollis Foundation Grant Award (“the Hollis Foundation Grant Award” - Exhibit A). In the absence of a formal amendment to this Subaward, SNW shall not be obligated to reimburse the Awardee for costs that are in excess of this amount.

**SECTION IV – TERMS AND CONDITIONS OF PRIME AWARD CONTROLLING**

Awardee agrees to abide by the terms and conditions of the WRCA Grant Agreement between Sustainable Northwest and WRCA (“the Hollis Foundation Grant Award” - Exhibit A). By signing this Agreement, Awardee acknowledges receipt of the Exhibit A.

**SECTION V - SCOPE OF WORK**

The purpose of this Grant is to fund Awardee’s restoration and stewardship of the Arch Cape Forest, as described in the Scope of Work attached (“Exhibit B”).

**SECTION VI - PAYMENT PROVISIONS AND REPORTING**

1. The Awardee shall separately account for payments received under this Subaward in its accounting records.
2. Disbursements shall be made to the Awardee in full upon execution of this agreement.
3. Awardee shall be responsible for all financial and performance reports required by the Hollis Foundation.

**SECTION VII - ACCOUNTS, AUDITS AND RECORDS**

The Awardee agrees to maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this Subaward (collectively “Records”) to the extent

and in such detail as will properly reflect all costs and expenses for which reimbursement is claimed. Unless extended by SNW, these records shall be maintained for a period of three years after the final financial report is submitted and approved by SNW. Notwithstanding the foregoing, Awardee agrees to maintain all Records for equipment purchased with Subaward funds for three years after the final disposition of such equipment.

The Awardee shall provide timely and unrestricted access to its books and accounts, files and other records for inspection, review and audit by SNW and its authorized representatives.

If SNW disallows any costs claimed by the Awardee related to this Subaward, the Awardee shall be responsible for reimbursing SNW for any of those costs related to the work the Awardee has performed.

The provisions of this Section shall survive the expiration of this Subaward.

## **SECTION VIII – REQUIRED ASSURANCES & CERTIFICATIONS**

### **1. COMPLIANCE WITH LAWS**

The Awardee represents, warrants, and agrees that, in connection with the transactions contemplated by this Award: (a) the Awardee can lawfully work in the United States; (b) the Awardee shall obtain, at its own expense (except to the extent otherwise explicitly stated in this Award) any permits or licenses required for the Awardee's services under this Award; and (c) the Awardee shall comply with all statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements of the United States, the State of Oregon, and any other jurisdiction(s) in which the Awardee is organized or authorized to do business, including but not limited to any applicable anti-bribery statutes, which are applicable to the work to be done by the Awardee under this Award (in each case, an "Applicable Law"). The Awardee shall not take any actions that might cause the SNW to be in violation of any of such Applicable Laws.

### **2. COMPLIANCE WITH ANTI-TERRORISM LAWS**

The Awardee agrees that it will use any funds received under this agreement in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including, but not limited to, the USA Patriot Act of 2001 and Executive Order 13224.

### **3. OTHER CERTIFICATIONS.**

The Awardee certifies that the Awardee will not:

- a. Attempt to influence legislation or support lobbying within the meaning of Section 501(c)(3) of the U.S. Internal Revenue Code using any of the funds granted by SNW; or
- b. Use any portion of these funds to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to cause any private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the U.S. Internal Revenue Code.

#### **SECTION IX. - USE OF WR NAME/LOGO**

The Awardee may not use SNW's names and/or logos in any way without prior written consent from SNW, except to the extent the work performed contemplates their inclusion in the final work product.

#### **SECTION X. - ACKNOWLEDGEMENTS**

The Awardee agrees to acknowledge WRCA support of the project and raise public awareness about their work, including funding contributions and sponsorship, on all information relating to the Subaward as follows:

*The Hollis Foundation (Foundation) was established in 2018 by Dave and Lyn Anderson. A five-member board of directors governs the Foundation and awards grants for charitable purposes. The Foundation is administered by Oregon Community Foundation (OCF).*

#### **SECTION XI - ASSIGNMENT**

This Subaward may not be assigned by the Awardee in whole or in part without the prior written consent of SNW.

#### **SECTION XII- SUBCONTRACTS AND SUBAWARDS**

Unless expressly set forth in the approved scope of work and budget, the Awardee may not subcontract or subaward any work in whole or in part without the prior written consent of SNW.

#### **SECTION XIII - TERMINATION**

If at any time the Prime Award is terminated, this Subaward shall also be automatically terminated as of the termination date of the Prime award.

#### **SECTION XIV - LIABILITY**

The Awardee shall be solely responsible for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of this work.

The Awardee agrees to indemnify and hold SNW harmless from any and all claims, loss, damages, costs, and expenses, including attorney fees through the appellate levels, made against or incurred by SNW arising out of work performed by the Awardee under this Subaward, or arising out of any act or omission of the Awardee.

#### **SECTION XV - APPLICABLE LAW**

This Subaward shall be interpreted, construed and governed by the laws of the State of Oregon and such laws of the United States as may be applicable. In the event of any litigation over the interpretation or application of any of the terms or provisions of this Subaward, SNW and Awardee agree that litigation shall be conducted in the United States District Court for the Oregon. The Parties hereby agree that venue in the Oregon shall be proper and that the Parties are subject or will make themselves subject to personal jurisdiction in that court.

#### **SECTION XVI - DUE DILIGENCE**

SNW may request copies of documents to ensure that Awardee meets appropriate standards of capacity, competence, and financial accountability. These documents include but are not limited to the following: a certificate of good standing, a list of the names of all of its board members and principal officers, copies of Awardee's bylaws and articles of incorporation. Awardee agrees to notify SNW immediately of any change in Awardee's corporate or tax status or operations, or if any official judicial, legislative, or administrative proceeding is instituted against Awardee that may affect the commitments and obligations agreed herein.

**SECTION XVII - ENTIRE SUBAWARD, WAIVERS AND AMENDMENTS**

This Subaward constitutes the entire Subaward between SNW and the Awardee. No waiver, modification, or amendment of any of the terms or conditions stated herein shall be effective unless set forth in writing and duly signed by SNW and the Awardee.

IN WITNESS WHEREOF, the parties have executed this Subaward by their fully authorized officers.

<b>Arch Cape Domestic Water Supply District</b>	<b>Sustainable Northwest</b>
Signed:	Signed:
Name:	Name:
Title:	Title:
Date:	Date:

- Exhibit A: the Hollis Foundation Grant Award Exhibit A
- Exhibit B: Scope of Work

HOLLIS  FOUNDATION

December 17, 2021

Greg Block, President  
Sustainable Northwest  
1130 SW Morrison St. Ste. 510  
Portland, OR 97205

RE: Grant # 470602

Dear Greg,

Congratulations! Sustainable Northwest has been awarded a grant in the amount of \$100,000 from the Hollis Foundation. The grant is to support initial restoration and stewardship activities of the Arch Cape Forest to be paid upon notification to the Foundation that the acquisition is complete.

The Hollis Foundation (Foundation) was established in 2018 by Dave and Lyn Anderson. A five-member board of directors governs the Foundation and awards grants for charitable purposes. The Foundation is administered by Oregon Community Foundation (OCF). Your organization's endorsement of the enclosed check will constitute agreement to use the funds as stated above and as stipulated in the following paragraph:

Grantees are required to notify OCF of any development that significantly affects the operation of the organization. If there are any changes in your organization's status or tax classification, OCF must be notified promptly. In the event of loss of tax-exempt status under federal laws, any unspent funds shall be returned to the Foundation immediately. Full and adequate financial records relating to the use of the grant are to be kept. These records will be made available upon request. This grant does not represent the fulfillment of any pledge or financial obligation other than that of the Foundation, and the Foundation's donors, board of directors, and staff are to receive no personal benefits or services for this grant. OCF will be in touch to seek an update as the project moves forward.

Correspondence with respect to the grant should be made through Amy Reaney at OCF. Amy can be reached at 503.227.6846 or areaney@oregoncf.org. To acknowledge the role of the Foundation in supporting your organization, you may thank Dave and Lyn Anderson directly, at the address listed below. Please reference the Foundation in your publications as the Hollis Foundation.

Sincerely,



Erica Daley  
Assistant Treasurer  
TJ

Donor Contacts:  
Dave and Lyn Anderson  
618 Cabana Lane  
Lake Oswego, OR 97034

Cc: Phil Chick, District Manager, Arch Cape Domestic Water Supply District

## **Exhibit B - ACWD SCOPE OF WORK**

The Scope of Work as it pertains to spending the Hollis Foundation Subaward, passed through Sustainable Northwest to the Arch Cape Domestic Water Supply District includes work and contracts that provide the Arch Cape Forest with:

- Initial restoration of the forest
- Ongoing stewardship work of the Arch Cape Forest
- Stewardship work to include
- Road maintenance and repair
- Timber Stand Improvement (thinning)
- Forest Inventory
- Forest Modeling
- The implementation of a stewardship endowment fund.



April 2023

A few notes from the District Managers Desk:

Water:

1. The facilities review for the water districts facilities, year 2023-2024 budget has been completed by our engineer Curt McLeod and I. The report has been made available to each of you and the public for review.
2. We have begun the task of prioritizing deferred maintenance repairs and upgrades and have presented tonight the first round of budgeting options to achieve the rehabilitations as listed in order of priority, and from the report as mentioned above.
3. We have a water leak. We have been working tirelessly these last few weeks to gather as much data and quantify it through the report you see here tonight. The report strongly suggests in the data form that we have a significant leak. This leak has been occurring for quite some time now and cannot be disregarded any longer. I have outlined the next steps to our water board president as to how I plan on achieving mitigation and town water supply demand requirements, then finding and repairing the leak. I am happy to discuss that if anyone is interested. We also identified that we needed to realign our pumping production rates back down to be back in compliance with our water rights permit and have done so at the direction of our engineer. A big thank you to all who have been involved in helping with the data analysis and troubleshooting thus far.
4. I have moved our source water supply over to Asbury Creek to compensate for the demand until we can get this remedied.
5. We are 100 percent installed with the new water meters and were able to perform our first 100 percent successful read and data capture in my 7 years employed with the district on April 1<sup>st</sup>, 2023. Congratulations to everyone involved in this endeavor.

Sanitary:

1. We have received permission from the folks over at FEMA coordinating our Webb lift station grant that we are allowed to move forward with spending the money to hire our engineer for design and administrative production purposes. Should we be awarded the grant, it will qualify as an expenditure towards the 25% matching portion (\$87,500) dollars that we would owe. (Thank you, Curt, for following up on this).
2. We have begun the process of preparing the irrigation site for the May 1,2023 effluent discharge season. This is quite the task as we have approximately 6 large trees down over laterals, a few of which have completely taken out parts of our system that I'll need to repair. Good news is Cannon Beach loaned me a new hire from the wastewater division who is proving himself to be a star employee and likely highly successful hire for them. Thank you, Cannon Beach, and Mike Brown, for the loan. We will continue to prep and open this site in the coming weeks.
3. The Supervisory Control and Data Acquisition alarm system upgrade is underway. Work began on the installation and upgrade on April 17<sup>th</sup>. This along with the MBR valving project were two items identified on the engineer report as priority 1 needs.
4. The MBR valving project has been completed and good news, it was determined to be one of the problems as suspected, through much diagnosis and troubleshooting work between Kubota engineers, Curt McLeod and myself. We are now moving to phase two of the MBR rehabilitation and maintenance project for this basin.
5. Presented will be the first draft of our 2023-2024 budget that will outline exactly how we intend on achieving the prioritized deferred maintenance items and much needed capital improvement projects as outlined in the updated wastewater facilities report provided last month.
6. A new long range financial plan was worked on extensively and is being presented to represent our suggested plan forward for the sanitary district.