

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

Arch Cape Fire Hall 79729 Hwy 101
Thursday August 18th, 2022
6:00 P.M.

To Join Meeting by Video Link:

<https://us02web.zoom.us/j/82450898403>

Join by Telephone:

Meeting ID: 824 5089 8403

- | | |
|--|---|
| I. Call to Order | Debra Birkby, Vice President |
| II. Public Comments | Debra |
| III. Agenda Approval | Debra |
| IV. Consent Agenda (Action) | |
| A. Approve Minutes – July 21st Regular Board Meeting | |
| B. Accept July Budget and Finance Reports | |
| D. Authorize Payment of Accounts | |
| E. Accept Correspondence Requiring No Action | |
| V. Old Business | |
| A. Officer Elections: President, Vice President, Treasurer (Action) | Debra |
| B. Arch Cape Forest: | |
| Public Access Plan Update (Information) Julie fon Seca de Borjes, Anne Dove; National Park Service | |
| Conservation Plan with North Coast Land Conservancy (Information) | TBD |
| Outreach Report: Arch Cape Forest Celebration (Information) | Linda Murray, Debra Birkby |
| Future Work Session (Information) | TBD |
| VI. New Business | |
| VII. Reports (Information) | |
| A. Accounts Receivable Report | Teri Fladstol, Jigsaw Consulting |
| B. District Manager’s Report and Correspondence for Action | Written Report provided in Board Packet |
| C. Board Members’ Comments and Reports | TBD |
| VIII. September Agenda Items (Information) | TBD |
| IX. Public Comment | TBD |
| X. Adjournment | TBD |

ARCH CAPE WATER DISTRICT
Profit & Loss
July 2022

	<u>Jul 22</u>
Ordinary Income/Expense	
Income	
Debt Service	1,639.00
Excess	349.00
User Fees	15,738.50
	<hr/>
Total Income	17,726.50
	<hr/>
Gross Profit	17,726.50
Expense	
Admin Asst	2,800.00
Clothing Allow	260.85
Insur	3,258.41
Maint	
Shipping	23.67
Maint - Other	3,909.62
	<hr/>
Total Maint	3,933.29
Payroll	4,960.63
Postage	232.00
Professional Se	2,920.00
Util	240.25
Vehicle	781.48
Worker Comp.	170.49
	<hr/>
Total Expense	19,557.40
	<hr/>
Net Ordinary Income	-1,830.90
	<hr/>
Net Income	<u><u>-1,830.90</u></u>

ARCH CAPE WATER DISTRICT
Check Detail
July 2022

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check		07/19/2022	A-Boy Electric & Pl...		Arch Cape Water		-12.99
				Maint		-12.99	12.99
TOTAL						-12.99	12.99
Check		07/20/2022	Harbor Freight		Arch Cape Water		-168.97
				Maint		-168.97	168.97
TOTAL						-168.97	168.97
Check	EFT	07/11/2022	M & N Clothing Ast...		Arch Cape Water		-260.85
				Clothing Allow		-260.85	260.85
TOTAL						-260.85	260.85
Check	EFT	07/14/2022	WIX COM		Arch Cape Water		-432.00
				Maint		-432.00	432.00
TOTAL						-432.00	432.00
Check	173	07/08/2022	USPS		Arch Cape Water		-232.00
				Postage		-232.00	232.00
TOTAL						-232.00	232.00
Bill Pmt -Check	174	07/08/2022	Jigsaw Consulting...		Arch Cape Water		-2,800.00
Bill		06/30/2022	Arch Cape Sanitary ...	Admin Asst		-1,512.00	1,512.00
			Arch Cape Water Di...	Admin Asst		-1,288.00	1,288.00
TOTAL						-2,800.00	2,800.00
Bill Pmt -Check	175	07/08/2022	CenturyLink		Arch Cape Water		-158.45
Bill		07/08/2022	Arch Cape Water Di...	Util		-158.45	158.45
TOTAL						-158.45	158.45
Bill Pmt -Check	176	07/08/2022	CS&S		Arch Cape Water		-78.80
Bill	U532	07/08/2022	Arch Cape Sanitary ...	Maint		-39.40	39.40
			Arch Cape Water Di...	Maint		-39.40	39.40
TOTAL						-78.80	78.80
Bill Pmt -Check	177	07/08/2022	Jackson Oil		Arch Cape Water		-781.48
Bill	14030	07/08/2022	Arch Cape Water Di...	Vehicle		-781.48	781.48
TOTAL						-781.48	781.48

ARCH CAPE WATER DISTRICT
Check Detail
 July 2022

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	178	07/08/2022	Pacific Power		Arch Cape Water		-81.80
Bill	11346...	07/08/2022	Arch Cape Water Di...	Util		-81.80	81.80
TOTAL						-81.80	81.80
Bill Pmt -Check	179	07/08/2022	SDIS		Arch Cape Water		-207.77
Bill		07/01/2022	Arch Cape Water Di...	Health-Med-Dental		-103.88	103.88
			Arch Cape Sanitary ...	Health-Med-Dental		-103.89	103.89
TOTAL						-207.77	207.77
Bill Pmt -Check	180	07/08/2022	USA BlueBook		Arch Cape Water		-196.57
Bill	018904	07/08/2022	Arch Cape Water Di...	Maint		-115.00	115.00
			Arch Cape Sanitary ...	Maint		-57.90	57.90
			Arch Cape Water Di...	Shipping		-11.84	11.84
			Arch Cape Sanitary ...	Shipping		-11.83	11.83
TOTAL						-196.57	196.57
Bill Pmt -Check	181	07/14/2022	Arch Cape Sanitary		Arch Cape Water		-271.00
Bill		07/14/2022		User Fees		-271.00	271.00
TOTAL						-271.00	271.00
Bill Pmt -Check	182	07/14/2022	Bob McEwan Cons...		Arch Cape Water		-1,973.11
Bill	31501	07/14/2022	Arch Cape Water Di...	Maint		-1,973.11	1,973.11
TOTAL						-1,973.11	1,973.11
Bill Pmt -Check	183	07/14/2022	William J. MacLean		Arch Cape Water		-4,960.63
Bill	Payrol...	07/14/2022	Arch Cape Sanitary ...	Gross Wages		-4,960.63	4,960.63
TOTAL						-4,960.63	4,960.63
Check	185	07/21/2022	Curran McLeod		Arch Cape Water		-2,920.00
				Professional Se		-2,440.00	2,440.00
				Professional Se		-480.00	480.00
TOTAL						-2,920.00	2,920.00
Check	186	07/21/2022	USA BlueBook		Arch Cape Water		-271.11
				Maint		-271.11	271.11
TOTAL						-271.11	271.11
Check	187	07/21/2022	Clatsop County La...		Arch Cape Water		-119.74
				Maint		-119.74	119.74
TOTAL						-119.74	119.74

ARCH CAPE WATER DISTRICT
Check Detail
July 2022

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	188	07/28/2022	Bob McEwan Cons...		Arch Cape Water		-680.00
Bill	31520	07/28/2022	Arch Cape Water Di...		Maint	-680.00	680.00
TOTAL						-680.00	680.00
Bill Pmt -Check	189	07/28/2022	SDIS		Arch Cape Water		-3,221.13
Bill		07/22/2022	Arch Cape Water Di...		Work	-1,519.43	1,519.43
			Arch Cape Sanitary ...		Work	-1,531.21	1,531.21
					Worker Comp.	-170.49	170.49
TOTAL						-3,221.13	3,221.13



Cooperative Landowner Agreement

Between

Arch Cape Domestic Water Supply District (Cooperator)

and

North Coast Land Conservancy (Project Sponsor)

Project Name: Ecological Road Assessment for the Rainforest Reserve and Arch Cape Forest

Project Number:222-1005-19871

The purpose of this Cooperative Agreement between the Cooperator and the Project Sponsor is to clarify and assign project responsibilities.

1. This Cooperative Agreement is entered into to accomplish the following tasks for the following purposes (the “work”):
2. The work will occur on lands owned by the Cooperator located in Section(s) 18, 19, 20, 29, & 30, Township 04 North, Range 10 West, in Clatsop County. The lands are identified by Clatsop County as tax lots **41000000614, 41000005300, 41000000615, 41000000616, 41000000621, 41000000622**. A map showing the location of the work is attached to and incorporated into this Cooperative Agreement.

It is mutually agreed that the work will be shared as follows:

The **Cooperator** will:

Will allow the OWEB-funded Ecological Road Assessment project to take place on the Arch Cape Forest. This includes allowing contractors, volunteers, and partners to access the road network to evaluate the road conditions as well as road-side habitat conditions. Onsite work will take place in the summer and fall of 2022 and the winter and spring of 2023. The cooperator will have the option of attending all partner meetings and will be able to provide input before the assessment is finalized.

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement (“Agreement”) is made by and between NORTH COAST LAND CONSERVANCY, an Oregon public benefit 501(c)(3) nonprofit corporation (“NCLC”) and SPRINGBOARD FORESTRY (“Contractor”).

NCLC # **2022-08-04**

PARTIES: NORTH COAST LAND CONSERVANCY
3609 N. Roosevelt Dr. Site 201
Seaside, OR
(503) 738-9126

Springboard Forestry
30151 NW TIMBER RD
TIMBER | OR | 97144
971-678-9464
ben@springboardforestry.com

The parties agree as follows:

1. **Effective Date and Duration.** This Agreement becomes effective on the date both parties sign the Agreement. Unless terminated, or extended by written consent of both parties, this Agreement shall expire on June 1, 2023.
2. **Tasks.** The Contractor will perform for NCLC the tasks described in Scope of Work attached as “Exhibit A” and incorporated by reference into this Agreement, including any Change Order attached and signed by both parties.
3. **Fees.** NCLC shall pay the Contractor as described in Schedule of Fees attached as “Exhibit B” and incorporated by reference into this Agreement. Total payments for services and expenses under this contract shall not exceed TWENTY THOUSAND DOLLARS (\$20,000.00) except as otherwise indicated in a duly ordered and executed Change Order.
4. **Expenses.** Routine expenses of the Contractor associated with maintenance of an office, tools and machinery, and provision of basic services on behalf of clients are the Contractor’s sole responsibility. Any cost outside of attached fee schedule must have prior express authorization from NCLC.
5. **Payment Schedule.** NCLC shall pay invoices within 30 (thirty) days after receipt or as otherwise indicated in the Payment Terms included in Exhibit B.
6. **Ownership of Product.** NCLC shall own and retain all rights, including copyrights, patents, trade secrets, trademarks, and other intellectual property and proprietary rights in any and all Contractor-provided products delivered pursuant to completion of tasks as provided in the contract, including any amendments or revisions thereto.
7. **Contractor's Status.**
 - The Contractor is an independent contractor and is not an employee of NCLC.

- The Contractor is engaged in the same business for other clients, and NCLC is not the only customer of Contractor.
- The Contractor will obtain and maintain all licenses, permits registrations, certifications, and other governmental authorizations required to conduct Contractor's business and perform all Tasks.
- The Contractor will comply with all local, state and federal laws.
- The Contractor shall furnish all equipment, tools and supplies to accomplish the assigned work, except as agreed to in writing by both NCLC and the Contractor.
- The Contractor maintains control over the manner in which the tasks are to be performed and the products made. NCLC will not withhold payroll taxes, Social Security, or workers' compensation taxes for the Contractor. These items are solely the responsibility of the Contractor.

8. **Liability.** Contractor shall provide proof of valid driver's license and auto insurance for the minimum amounts required by the State of Oregon. Contractor shall also provide current certificate of insurance demonstrating proof of liability insurance coverage that provides adequate coverage for all risks normally insured against by an independent contractor carrying on a similar business in a similar location, and for any other risks to which Contractor is normally exposed. Contractor agrees to carry the minimum insurance requirements described below.

Insurance Type	Minimum Amount
General liability	\$1,000,000 per occurrence, \$2,000,000 annual aggregate
Auto liability	\$1,000,000 combined single limit

9. **Non-Disclosure.** The Contractor covenants that during and after the term of this Contract, the Contractor shall not disclose to anyone (except to the extent necessary for the Contractor to perform duties hereunder or as required by law) any confidential or proprietary information concerning the business or affairs of the NCLC or its clients which the Contractor may acquire in the course of or incident to his engagement. This covenant shall survive the termination of this Contract.

10. **Conflict of Interest.** Contractor acknowledges that the NCLC is a nonprofit organization with a mission that holds conservation of land, flora, and fauna at its core. Contractor further acknowledges that it is important to the NCLC that Contractor performs its Tasks without being subject to any conflicts of interest, which might interfere with the accomplishment of the Tasks. Therefore, Contractor represents that it has no conflicts of interest, which might interfere with its performance under this Agreement. Contractor further represents that it will immediately inform the NCLC of any conflicts which arise or may rise during the term of this Agreement by written notice to the NCLC. NCLC and Contractor shall immediately address any such conflicts or potential conflicts as they may arise. If Contractor presently has any obligations or affiliations from which such a conflict might in the future arise, Contractor will provide written notice to this effect to NCLC.

11. **Termination** Parties may terminate the Agreement with 30 days written notice. Contract may also be terminated under mutually agreed to conditions by all parties. All work shall continue during pre-termination period. Upon termination, the Contractor shall submit a report to the NCLC summarizing all work and results to date. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

12. **Assignment.** Neither party can assign this Agreement without the other party's prior written consent.

13. **Entire Agreement.** This Agreement, including Exhibit(s) supersedes any and all agreements, either oral or in writing, between the parties and contains all of the covenants and agreements between the parties. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, with regard to this Agreement have been made by any party, or anyone acting on behalf of any parties, which are not embodied herein.

14. **Modification.** This Agreement may be reviewed and modified as needed to complete the work outlined in the funding grant. No modification or waiver of this Agreement will be binding unless in writing and signed by both parties.

15. **Attorneys' Fees.** Attorneys' fees, costs and disbursements necessary to enforce this Agreement through mediation, arbitration and/or litigation, including appeals, will be awarded to the prevailing party.

16. **Governing Law.** This Agreement shall be governed by the laws of Oregon and any litigation between the parties arising under, predicated upon, or otherwise involving this Agreement shall be filed in the Courts of Clatsop County, Oregon.

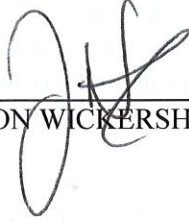
17. **Waiver.** Failure by either party to enforce any provision of this Agreement does not constitute a continuing waiver of that provision or any other provision of the Agreement.

18. **Indemnification.** Each party will indemnify and hold harmless the other party, its directors, officers, agents and employees, from any claims, liabilities, demands, damages, actions or proceeding arising from or relating to the activities or omissions of its officers, employees, contractors, agents or representatives in carrying out this Agreement.

19. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court and / or arbitrator of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

20. **Notices.** Any notice shall be in writing and delivered in person or mailed, properly addressed and postage prepaid, to a party at the address first specified above and to the attention of the persons specified below. Notices are deemed to have been given upon personal delivery or, if mailed, at the expiration of the 3rd (third) day after date of deposit in the U.S. mail.

NORTH COAST LAND CONSERVANCY



JON WICKERSHAM as Associate Director

Dated: 8/10/22

SPRINGBOARD FORESTRY

Benjamin Hayes

BEN HAYES

Dated: 8/14/2022

Exhibit A

SCOPE OF WORK

Ecological Road Assessment for the Rainforest Reserve and Arch Cape Forest

Project Background:

North Coast Land Conservancy recently acquired the Rainforest Reserve, 3,500 acres of critical habitat linking the summits of Onion and Angora Peaks with Oswald West State Park and the Cape Falcon Marine Reserve. This project connects to and complements the neighboring 1,500 acre Arch Cape Forest project which protects the drinking water source area for the Arch Cape community. These two projects achieve a shared vision; the creation of a summit to sea conservation corridor that protects drinking watersheds, salmon habitat, wildlife corridors, and rare and endemic plant communities. Across this ecologically rich landscape resides a network of 40 miles of roads in various conditions. These roads could create a significant threat to the properties' conservation values if not carefully managed. NCLC and the Arch Cape Domestic Water Supply District are partnering with Springboard Forestry to create an Ecological Road Assessment for both properties. This assessment will evaluate current road conditions, identify roads that have negative impacts on habitats and/or water quality, prioritize recommendations for roads to be decommissioned, and create a maintenance plan which focuses on strategies to minimize the impacts to conservation values caused by roads necessary for property access and forest management.

Assessment Objectives:

- 1) The ecological road assessment will document the current conditions of the road network and its impact on wildlife habitat and water quality.**
- 2) The ecological road assessment will identify and prioritize roads to be decommissioned if they are not needed for property access and management. It will also identify if there are any areas that require restoration to improve habitat function.**
- 3) The ecological road assessment will provide maintenance recommendations that identify strategies to ensure the roads are maintained in a way that supports ecological function and minimizes the negative impacts caused by road systems.**

Road Assessment Goals (summarized from grant application):

All roads not essential for property management and access will be recommended for decommissioning. Springboard Forestry will review the forest management plans for both properties and work with NCLC and the Arch Cape Domestic Water Supply District to help determine which roads will be necessary to maintain. Then Springboard Forestry will make recommendations for the level of decommissioning necessary and appropriate for each segment. Some roads may simply be able to be abandoned without negative consequences to the surrounding habitat, while others may require a larger restoration project to re-contour the slope, remove all stream barriers, and eliminate the roadbed completely. Local volunteer geologists may also be consulted regarding the stability and landslide susceptibility of specific road segments. Springboard Forestry will use the assessment data, forest management plans, access easements held by neighboring landowners, and recommendations shared by agency experts during onsite consultations to help inform the road decommissioning plan.

Once it is determined which roads are needed for long-term property management, Springboard Forestry will help the landowners create a plan for road maintenance that will protect sensitive

resources while providing access for property monitoring and forest management. The plan will include strategies for reducing sediment flow that negatively impacts water quality for drinking water and wildlife habitat. Road maintenance will focus on updating roads to current watershed best management practices. These practices focus on transferring water to the downhill side of all roads while minimizing the potential for water concentrating in roadside ditches. Strategies include out-sloping roads where possible, frequent cross drains, and disconnecting culverts from active stream channels. Natural forest understory vegetation provides the best sediment filter available for forest roads.

Springboard Forestry will be primarily responsible for data analysis that will be used to inform future voluntary restoration activities. Having all data available spatially will allow for easy visualization, overlay with sensitive habitat data, and analysis. Road characteristics will be overlaid by habitat data and used in concert to develop restoration, road maintenance, and decommissioning priorities and strategies. The highest priority actions will be addressing actively eroding road segments and actions that could alleviate the risk of a landslide reaching the stream network. Where road maintenance is needed, strategies will be developed to balance minimizing sediment transport to downslope aquatic habitats and minimizing impacts to sensitive roadside plant and wildlife communities. NCLC and Springboard Forestry also have access to spatial data used in the development of the Arch Cape Forest and Rainforest Reserve forest management plans, which will further inform the priority actions to minimize road impacts.

Deliverables

Contractor shall:

- Conduct dry season field visits to assess the road conditions
- Conduct wet season field visits to assess the road conditions
- Collect and share spatial data compatible with ArcGIS
- Attend up to 4 on site partner meetings
- Complete draft assessment/report by March 2023
- Incorporate comments and feedback from project partners
- Submit final assessment report by May 2023
- Promptly send invoice to NCLC.

Contact: Melissa Reich, Stewardship Director (503) 738-9126

The Project Sponsor will:

Contract with Springboard Forestry to conduct the Ecological Road Assessment (a copy of the contract has been shared with the Cooperator). The project sponsor will also coordinate all of the volunteer-led plant and wildlife habitat assessments and will organize partner meetings to provide input into the plan.

It is mutually agreed that supervision, management and maintenance of the work will be shared as follows:

The Cooperator will:

- Permit the work to occur on the Cooperator's property throughout the duration of the project. The project will be completed by June 2023, with project reporting completed by December 2023.
- Permit the Project Sponsor and its officers, agents, employee, contractors and invitees to enter onto the property where the work is being or has been done for the purposes of performing the work, inspecting the condition of the work, and monitoring the effectiveness of the work. Said entry shall be at times reasonably agreeable to the Cooperator.
- Acknowledge that information relating to the work, including effectiveness monitoring data, is public record.

The Project Sponsor will:

- Conduct monitoring of the effectiveness of the work at agreed upon frequencies and prepare an annual report on the results and condition of the work which will be delivered to project funding entities and shall be a public record. A progress report will be completed on 3/1/2023 and a project completion report will be completed on 12/1/2023.

The Cooperator shall save and hold harmless the Project Sponsor and its respective officers, agents, employees and members from all claims, suits, or actions of whatsoever nature resulting from, or arising out of, this Cooperative Agreement.

The work to be performed under this Cooperative Agreement shall begin on or about August 2022, and is expected to be completed on June 2023.

This agreement shall be effective upon the signature of all of the parties listed below.

Exhibit B

PAYMENT TERMS

North Coast land Conservancy ("NCLC") will pay Springboard Forestry ("Contractor") up to \$20,000 to complete the road assessment and report. Springboard has agreed to charge a reduced billing rate of \$95 per hour for this project, while providing \$30 per hour of project match.

Transportation billing rates are as follows:

Mileage: 75c/ mile

ATV use: \$75/ day

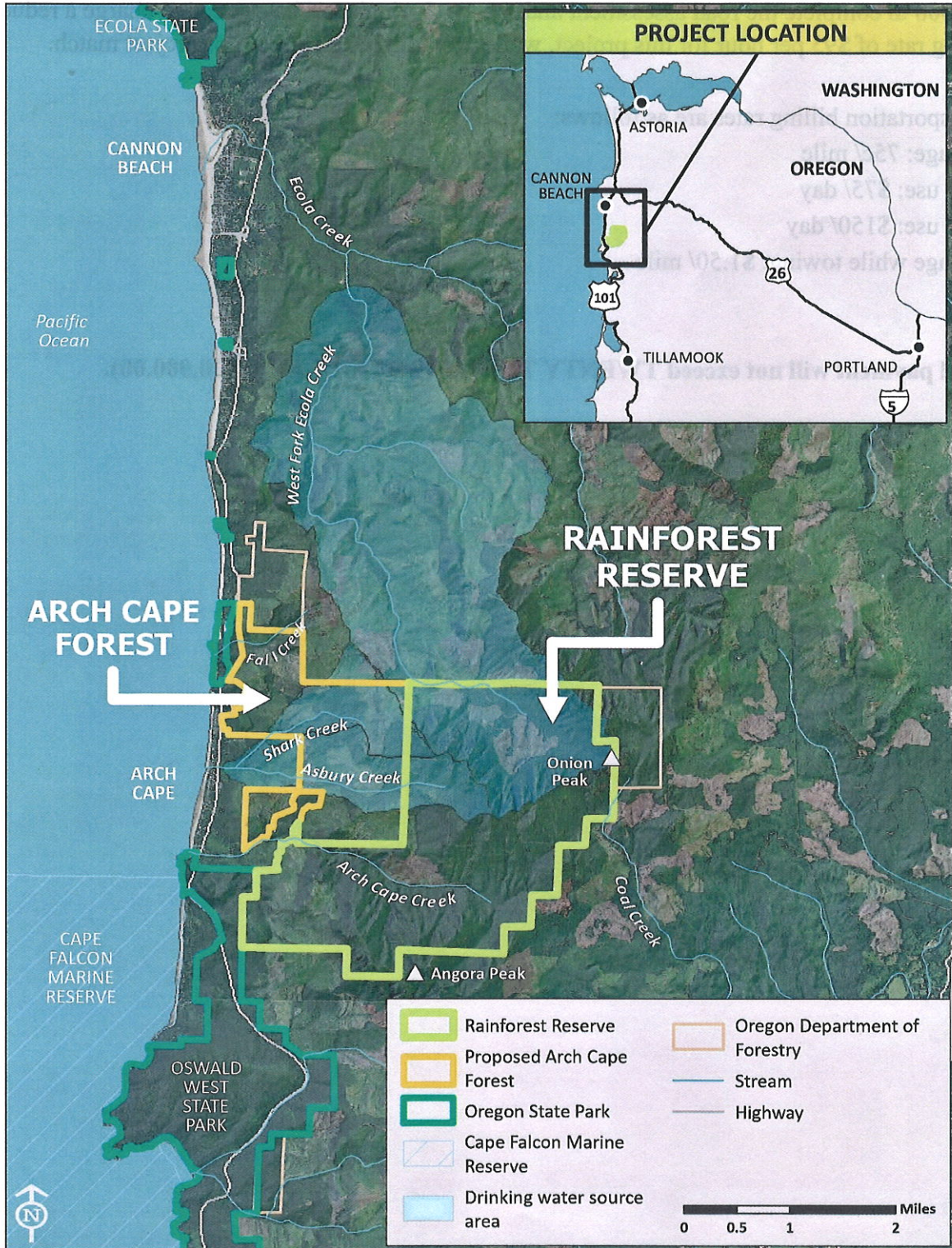
UTV use: \$150/ day

Mileage while towing: \$1.50/ mile

Total payment will not exceed TWENTY THOUSAND DOLLARS (\$20,000.00).

Exhibit C

PROJECT MAP



AGREED:

Cooperator:

Print name of Cooperator (Arch Cape)

Cooperator signature

Date

Project Sponsor:

Print name of Project Sponsor (NCLC)

Project Sponsor signature

Date

Manager Report August 18th, 2022

WATER DISTRICT:

The Water plant distributed 2.2 million gallons to town in August.

Lead and Copper samples will be taken and sent to the lab this month. We are required to sample 5 homes from the District every 3 years. Homes with older piping are more susceptible to having issues with lead and copper. Historically, the District has not had a problem with the presence of lead and copper in the distribution system. If anyone would like to have there water sampled, please contact the District office before August 22nd and we will add it to the list.

Westech has completed the log removal programming on the new membranes, completing the membrane install project. Log Removal Value is a new regulatory requirement, and is a calculation which measures the ability of the membranes to effectively remove viruses and pathogens in the treatment process.

The Shark Creek Intake is scheduled to have sediment removed in early September.

The water line on Pacific Ave. was attached to the new pedestrian bridge over Asbury Creek. It was installed at a higher height than on the old bridge to give some extra room for floating debris to pass underneath it during heavy storm flows. Paving was done earlier this month and the project is now complete, aside from some vegetation plantings that the County Public Works Dept will put in at a later date.

Two new water service connections were made this month on Raven Hill Ln.

MONTHLY LOG : ARCH CAPE WATER & SANITARY DISTRICTS

		July	2022
Total Hours	336.00	153.25	182.75
Percentage Split		46%	54%
Total Accounts	641	295	346
Percentage Split		46%	54%

SANITARY DISTRICT:

We received 7.5” of rainfall in June and the plant received 4.6 million gallons of influent.

Biosolids have been hauled and land applied at the biosolids site. The drying beds have been filled and we will do this process again in late September.

Vinson Brothers Construction mowed the biosolids site and brush cut the road shoulders leading to the property, which had become too overgrown for manual removal. They also work in Astoria’s Bear Creek watershed, and did an excellent job.

Flygt was here to do annual preventative maintenance work and inspections on our pumps at the Sally’s Alley and Webb lift stations, as well as the treatment plant. Overall things looked good, but one of the pumps at Webb is going to need replacement or repair at some point. Since we are planning to upgrade the lift station in the next year or so, Flygt suggested that we keep the pump in service and continue to run it until the station is replaced with new equipment. The Anoxic mixer is also recommended to be repaired or replaced in the future due to seal leakage starting to occur. We have a replacement in the shop and are coordinating on an install date this fall.

Two new sanitary service connections were made this month on Raven Hill Ln.