



# Personnel & Contract Committee Meeting

**ARCH CAPE WATER & SANITARY DISTRICTS**  
**32065 E. Shingle Mill Lane, Arch Cape, OR 97102**  
**(503) 436-2790**

Thursday, January 19, 2023  
5:15 P.M.

**To Join Meeting by Video Link:**

Join Zoom Meeting

<https://us02web.zoom.us/j/86495220204>

Meeting ID: 864 9522 0204

- I. Call to Order
- II. Interim Manager Contract – note:  
*The Board may enter into Executive Session under ORS 192.660 (2)(a) to consider confidential or proprietary information regarding a proposal for the contract engagement of a public staff member or individual agent.*
- III. Adjourn

**The Public is Invited to attend, but not participate.**



# Board Meetings



**ARCH CAPE WATER & SANITARY DISTRICTS**  
**32065 E. Shingle Mill Lane, Arch Cape, OR 97102**  
**(503) 436-2790**

**THE PUBLIC IS INVITED, IF THEY WISH,  
TO ATTEND IN PERSON:**

**THE FIRE HALL, 72979 US 101,  
ARCH CAPE**

**BY TELEPHONE OR ZOOM LINK:**

To Join the **Zoom Video Meeting**

Paste the following in your browser address window:

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

<b>Call:</b>	<b>669-900-6833</b>
<b>Meeting ID:</b>	<b>824 5089 8403</b>
<b>Meeting Passcode:</b>	<b>None Required</b>
<b>Assistance:</b>	<b>503-739-2348</b>
<b>Date:</b>	<b>Thursday 19 January 2023</b>
<b>Time:</b>	<b>6:00 PM</b>
<b>Agenda:</b>	<b>Posted in Board Packet</b>

**ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT**

**BOARD OF COMMISSIONERS MEETING**

Arch Cape Fire Hall 79729 Hwy 101

Thursday January 19, 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>   | Debra Birkby, President            |
| <b>II. Public Comments</b>  | Debra                              |
| <b>III. Agenda Approval</b>   | Debra                              |
| <b>IV. Consent Agenda (Action)</b>                                    |                                    |
| <b>A. Approve Minutes – December 15th Regular Board Meeting</b>       |                                    |
| <b>B. Accept December Budget and Finance Reports</b>                  |                                    |
| <b>B. Authorize Payment of Accounts</b>                               |                                    |
| <b>E. Accept Correspondence Requiring No Action</b>                   |                                    |
| <b>V. Old Business</b>  |                                    |
| <b>A. Board Vacancy Position 3 (Action)</b>                           | Debra                              |
| <b>B. Arch Cape Forest</b>  |                                    |
| Multi-Resource Management Plan Adoption (Action)                      | Ben Hayes, Springboard Forestry    |
| ARPA Budget Amendment (Action)  | Ben Hayes                          |
| Project Manager Report (Information)                                  | Daniel Wear, Sustainable Northwest |
| <b>C. Gworks Contract: formerly Softline Data (UB Max) (Action)</b>   | Teri Fladstol, Jigsaw Consulting   |
| <b>D. Low Income Household Water Assistance Program (Information)</b> | Debra                              |
| <b>VI. New Business</b>   |                                    |
| <b>A. Interim Manager Contract (Action)</b>                           | Debra                              |
| <b>VII. Reports (Information)</b>                                     |                                    |
| <b>A. Accounts Receivable Report</b>                                  | Teri Fladstol, Jigsaw Consulting   |
| <b>B. Staff Report and Correspondence for Action</b>                  | Matt Gardner, Plant Operator       |
| <b>C. Board Members' Comments and Reports</b>                         | Debra                              |
| <b>VIII. February Agenda Items (Information)</b>                      | Debra                              |
| <b>IX. Public Comment</b>   | Debra                              |
| <b>X. Adjournment</b>   | Debra                              |



Total 7000 · Capital Outlay	\$ 78,768.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,050.64	0.0%
Total Operating Expenses	\$ 472,262.00	\$37,862.96	\$39,484.63	\$39,965.13	\$30,171.31			\$147,484.03	31.23%
7500 · Debt Service								\$ -	
7501 · IFA Water Plant Upgrade	\$ 20,772.00	\$ -	\$ -	\$ -	\$ -	\$20,771.70		\$ 20,771.70	0.0%
Total 7500 · Debt Service	\$ 20,772.00	\$ -	\$ -	\$ -	\$ -	\$20,771.70		\$ 20,771.70	0.0%
TOTAL GENERAL FUND EXPENDITURES	\$ 493,034.00					\$20,771.70	\$ -	\$ 20,771.70	4.21%
CONTINGENCY & ENDING BALANCES									
8001 · Operating Contingencies	\$ 37,050.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8002 · Operating Reserve	\$ 40,141.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8003 · Undesignated	\$ 16,632.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CONTINGENCY & ENDING BALANCES	\$ 93,823.00	\$ -	\$ -	\$ -	\$ -	\$44,939.71	\$144,006.68	\$188,946.39	

CAPITAL FUND		Budget	Jul 22	Aug 22	Sep 22	Oct 22	22-Nov	31-Dec	Year to Date	%
Beginning Balance		\$ 111,926.00								
4550 · SDC Revenue	\$ 12,780.00	\$ -	\$12,180.00	\$ 6,090.00	\$ -	\$ -	\$ -	\$ -	\$ 18,270.00	142.96%
4900 · Transfer from General Fund	\$ 76,768.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Total Income		\$ 89,548.00	\$ -	\$12,180.00	\$ 6,090.00	\$ -	\$ -	\$ -	\$ 18,270.00	20.4%
Total Resources:		\$ 201,474.00								
Capital Outlay										
7001 · Meter Replacement	\$ 117,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total 7000 · Capital Outlay		\$ 117,000.00							\$ -	
8000 · Contingency	\$ 84,474.00								\$ -	
CONTINGENCY & ENDING BALANCES	\$ 201,474.00		\$12,180.00	\$ 6,090.00	\$ -	\$ -	\$ -	\$ -	\$ 18,270.00	20%

ARCH CAPE FOREST FUND		Budget	Jul 22	Aug 22	Sep 22	Oct 22	22-Nov	31-Dec	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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Total Income		\$1,454,301.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Total Resources:		\$1,464,301.00		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Capital Outlay										
7800 · Business OR - ARPA	\$1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$23,728.30	\$ 3,000.00	\$ 23,728.30	2.37%
7804 · Safe Drinking Water (U22010)	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Total 7000 · Capital Outlay		\$1,030,000.00					\$23,728.30	\$ 3,000.00	\$ 23,728.30	0.0%
8000 · Contingency	\$ 434,301.00						\$23,728.30	\$ 3,000.00	\$ 23,728.30	
CONTINGENCY & ENDING BALANCES	\$1,464,301.00		\$ -	\$ -	\$ -	\$ -	\$23,728.30	\$ 3,000.00	\$ 23,728.30	1.62%

Arch Cape Domestic Water District

Balance Sheet

December 31, 2022

ASSETS

Checking/Savings	
1000 · Columbia Bank #1196	\$ 169,310.81
1100 · Local Government Pool	\$ 238,501.43
Total Checking/Savings	\$ 407,812.24
Total Current Assets	\$ 407,812.24
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
Total 1500 · Capital Assets (Net)	\$ 917,880.00
Total Fixed Assets	\$ 917,880.00
<b>TOTAL ASSETS</b>	<b>\$ 1,325,692.24</b>

LIABILITIES & EQUITY

Liabilities	
Current Liabilities	
2400 · Payroll Liabilities	\$ 3,410.48
2401 · Payroll PERS Liability	\$ 784.93
Total Other Current Liabilities	\$ 4,195.41
Total Current Liabilities	\$ 4,195.41
Long Term Liabilities	
2700 · IFA Loan - Business Oregon	\$ 391,691.00
Total Long Term Liabilities	\$ 391,691.00
Total Liabilities	\$ 395,886.41
Equity	\$ 929,805.83
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>\$ 1,325,692.24</b>

**ARCH CAPE WATER DISTRICT**  
**Check Detail**  
**December 2022**

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
<b>Bill Pmt -Check</b>	<b>279</b>	<b>12/01/2022</b>	<b>Alexin Analytical</b>		<b>Arch Cape Water</b>		<b>-3,804.00</b>
Bill	44354	12/01/2022	Arch Cape Water Di... Arch Cape Sanitary ...		Professional Se Professional Se	-994.00 -2,810.00	994.00 2,810.00
TOTAL						-3,804.00	3,804.00
<b>Bill Pmt -Check</b>	<b>280</b>	<b>12/01/2022</b>	<b>Clackamas Comm...</b>		<b>Arch Cape Water</b>		<b>-976.00</b>
Bill	113596	12/01/2022			Education	-976.00	976.00
TOTAL						-976.00	976.00
<b>Bill Pmt -Check</b>	<b>281</b>	<b>12/01/2022</b>	<b>Correct Equipment</b>		<b>Arch Cape Water</b>		<b>-103,533.23</b>
Bill	48106...	12/01/2022			Maint	-103,533.23	103,533.23
TOTAL						-103,533.23	103,533.23
<b>Bill Pmt -Check</b>	<b>282</b>	<b>12/01/2022</b>	<b>Furrow Pump</b>		<b>Arch Cape Water</b>		<b>-172.69</b>
Bill	00171...	12/01/2022			Maint	-172.69	172.69
TOTAL						-172.69	172.69
<b>Bill Pmt -Check</b>	<b>283</b>	<b>12/01/2022</b>	<b>Jigsaw Consulting...</b>		<b>Arch Cape Water</b>		<b>-2,800.00</b>
Bill		11/30/2022	Arch Cape Water Di... Arch Cape Sanitary ...		Admin Asst Admin Asst	-1,204.00 -1,596.00	1,204.00 1,596.00
TOTAL						-2,800.00	2,800.00
<b>Bill Pmt -Check</b>	<b>284</b>	<b>12/01/2022</b>	<b>Verizon Wireless</b>		<b>Arch Cape Water</b>		<b>-112.78</b>
Bill	77282...	12/01/2022	Arch Cape Sanitary ... Arch Cape Water Di...		Util Util	-56.44 -56.34	56.44 56.34
TOTAL						-112.78	112.78
<b>Bill Pmt -Check</b>	<b>285</b>	<b>12/01/2022</b>	<b>Walter E. Nelson</b>		<b>Arch Cape Water</b>		<b>-195.11</b>
Bill	487880	12/01/2022	Arch Cape Sanitary ... Arch Cape Water Di...		Maint Maint	-97.55 -97.56	97.55 97.56
TOTAL						-195.11	195.11
<b>Check</b>	<b>EFT</b>	<b>12/06/2022</b>	<b>USPS</b>		<b>Arch Cape Water</b>		<b>-236.00</b>
					Postage	-236.00	236.00
TOTAL						-236.00	236.00
<b>Check</b>	<b>EFT</b>	<b>12/07/2022</b>	<b>USPS</b>		<b>Arch Cape Water</b>		<b>-132.00</b>
					Postage	-132.00	132.00
TOTAL						-132.00	132.00

**ARCH CAPE WATER DISTRICT**  
**Check Detail**  
**December 2022**

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
<b>Bill Pmt -Check</b>	<b>286</b>	<b>12/08/2022</b>	<b>CenturyLink</b>		<b>Arch Cape Water</b>		<b>-160.18</b>
Bill		12/06/2022	Arch Cape Water Di...	Util		-160.18	160.18
TOTAL						-160.18	160.18
<b>Bill Pmt -Check</b>	<b>287</b>	<b>12/08/2022</b>	<b>Jackson Oil</b>		<b>Arch Cape Water</b>		<b>-349.69</b>
Bill	97192	12/06/2022	Arch Cape Water Di...	Vehicle		-203.33	203.33
			Arch Cape Water Di...	Maint		-14.65	14.65
			Arch Cape Sanitary ...	Maint		-131.71	131.71
TOTAL						-349.69	349.69
<b>Bill Pmt -Check</b>	<b>288</b>	<b>12/08/2022</b>	<b>Jigsaw Consulting...</b>		<b>Arch Cape Water</b>		<b>-3,000.00</b>
Bill	1462	12/06/2022	Arch Cape Water Di...	Watershed		-3,000.00	3,000.00
TOTAL						-3,000.00	3,000.00
<b>Bill Pmt -Check</b>	<b>289</b>	<b>12/08/2022</b>	<b>Oregon Health Aut...</b>		<b>Arch Cape Water</b>		<b>-75.00</b>
Bill	#4100...	12/01/2022		Dues - Taxes - Fees		-75.00	75.00
TOTAL						-75.00	75.00
<b>Bill Pmt -Check</b>	<b>290</b>	<b>12/08/2022</b>	<b>Pacific Power</b>		<b>Arch Cape Water</b>		<b>-584.65</b>
Bill	Serv I...	12/06/2022	Arch Cape Water Di...	Util		-411.27	411.27
Bill	53438...	12/06/2022	Arch Cape Water Di...	Util		-173.38	173.38
TOTAL						-584.65	584.65
<b>Bill Pmt -Check</b>	<b>291</b>	<b>12/08/2022</b>	<b>SDIS</b>		<b>Arch Cape Water</b>		<b>-199.19</b>
Bill		12/06/2022	Arch Cape Water Di...	Health-Med-Dental		-199.19	199.19
TOTAL						-199.19	199.19
<b>Check</b>	<b>292</b>	<b>12/08/2022</b>	<b>USA BlueBook</b>		<b>Arch Cape Water</b>		<b>-340.53</b>
				Maint		-170.27	170.27
				Maint		-170.26	170.26
TOTAL						-340.53	340.53
<b>Check</b>		<b>12/08/2022</b>	<b>Pacific Power</b>		<b>Arch Cape Water</b>		<b>-513.91</b>
				Util		-429.68	429.68
				Util		-84.23	84.23
TOTAL						-513.91	513.91



**ARCH CAPE WATER DISTRICT**  
**Check Detail**  
**December 2022**

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	293	12/12/2022	William J. MacLean		Arch Cape Water		-9,742.14
				PERS - Employee ...		771.30	-771.30
				Employee W/H Taxes		3,328.76	-3,328.76
				Gross Wages		-3,897.74	3,897.74
				Gross Wages		-3,536.30	3,536.30
				Gross Wages		-2,825.45	2,825.45
				Gross Wages		-2,505.59	2,505.59
				Employer FICA		-1,077.12	1,077.12
TOTAL						-9,742.14	9,742.14
Check	294	12/12/2022	Arch Cape Sanitar...		Arch Cape Water		-3,750.00
				Rents		-3,750.00	3,750.00
TOTAL						-3,750.00	3,750.00
Check	295	12/15/2022	William J. MacLean		Arch Cape Water		-4,871.08
				Gross Wages		-4,871.08	4,871.08
TOTAL						-4,871.08	4,871.08
Check	296	12/21/2022	Columbia Locksmi...		Arch Cape Water		-1,043.00
				Watershed		-1,043.00	1,043.00
TOTAL						-1,043.00	1,043.00
Check	EFT	12/22/2022	Amazon.com		Arch Cape Water		-19.55
			Arch Cape Water Di...	Off Supp		-19.55	19.55
TOTAL						-19.55	19.55
Bill Pmt -Check	304	12/22/2022	A-Boy Electric & Pl...		Arch Cape Water		-19.67
Bill	2301-...	12/31/2022	Arch Cape Sanitary ...	Maint		-9.84	9.84
			Arch Cape Water Di...	Maint		-9.83	9.83
TOTAL						-19.67	19.67
Bill Pmt -Check	506	12/22/2022	CenturyLink		Arch Cape Water		-160.18
Bill	50343...	12/31/2022	Arch Cape Water Di...	Util		-160.18	160.18
TOTAL						-160.18	160.18
Bill Pmt -Check	306	12/22/2022	Jackson Oil		Arch Cape Water		-1,042.60
Bill	97598...	12/31/2022	Arch Cape Water Di...	Vehicle		-189.09	189.09
			Arch Cape Sanitary ...	Maint		-853.51	853.51
TOTAL						-1,042.60	1,042.60

**ARCH CAPE WATER DISTRICT**  
**Check Detail**  
**December 2022**

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
<b>Bill Pmt -Check</b>	<b>301</b>	<b>12/22/2022</b>	<b>Jigsaw Consulting...</b>		<b>Arch Cape Water</b>		<b>-2,800.00</b>
Bill	1484	12/31/2022	Arch Cape Sanitary ... Arch Cape Water Di...		Admin Asst Admin Asst	-1,512.00 -1,288.00	1,512.00 1,288.00
TOTAL						-2,800.00	2,800.00
<b>Bill Pmt -Check</b>	<b>302</b>	<b>12/22/2022</b>	<b>NAPA Auto Parts</b>		<b>Arch Cape Water</b>		<b>-269.52</b>
Bill	71076...	12/31/2022	Arch Cape Sanitary ... Arch Cape Sanitary ... Arch Cape Water Di... Arch Cape Sanitary ... Arch Cape Water Di...		Maint Vehicle Vehicle Maint Maint	-197.58 -15.48 -15.48 -20.49 -20.49	197.58 15.48 15.48 20.49 20.49
TOTAL						-269.52	269.52
<b>Bill Pmt -Check</b>	<b>303</b>	<b>12/22/2022</b>	<b>Spoko Welding, Inc.</b>		<b>Arch Cape Water</b>		<b>-30.00</b>
Bill	12167	12/31/2022	Arch Cape Water Di... Arch Cape Sanitary ...		Maint Maint	-15.00 -15.00	15.00 15.00
TOTAL						-30.00	30.00
<b>Bill Pmt -Check</b>	<b>298</b>	<b>12/22/2022</b>	<b>Verizon Wireless</b>		<b>Arch Cape Water</b>		<b>-230.63</b>
Bill	50373...	01/03/2023	Arch Cape Sanitary ... Arch Cape Water Di...		Util Util	-115.32 -115.31	115.32 115.31
TOTAL						-230.63	230.63
<b>Bill Pmt -Check</b>	<b>299</b>	<b>12/22/2022</b>	<b>William J. MacLean</b>		<b>Arch Cape Water</b>		<b>-327.00</b>
Bill	12696	01/03/2022	Arch Cape Water Di...		Payroll Service	-327.00	327.00
TOTAL						-327.00	327.00
<b>Check</b>	<b>297</b>	<b>12/31/2022</b>	<b>William J. MacLean</b>		<b>Arch Cape Water</b>		<b>-9,732.16</b>
					Gross Wages Gross Wages	-4,711.85 -5,020.31	4,711.85 5,020.31
TOTAL						-9,732.16	9,732.16

# Arch Cape Domestic Water Supply District Board APPLICATION

Date 12/8/2022

Applicant Name Chris Mastrandrea

Mailing Address 32055 Walsh Ln. Arch Cape, OR 97102

Residence Address 32055 Walsh Ln. Arch Cape, OR 97102



I am a registered voter in Arch Cape

Contact Telephone 503.313.2612

Email chris.mastrandrea@gmail.com

Position(s) Applied for:



Arch Cape Domestic Water Supply District Board - POSITION 3

Signature

CHRIS MASTRANDREA

**PLEASE COMPLETE BOTH PAGES OF THIS APPLICATION,  
AND USE ADDITIONAL SPACE IF NEEDED**

**APPLICATION IS DUE January 5<sup>th</sup> 2023**

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

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

I am a full time resident of Arch Cape for the last 2.5 years, and land owner for 9 years. I have degree from Oregon State University in Construction Engineering Management and for the past 13 years have worked as a commercial construction project manager. I have professional experience in project management, contracting, consulting, finance, team management, and construction (commercial and residential). I currently work as an owner representative assisting clients with due diligence, feasibility, acquisition and strategic master planning in addition to overseeing all aspects of design and construction. Currently, I have a number of local clients including Sunset Empire Parks and Recreation District in Seaside, other public entities such as Tualatin Valley Fire & Rescue and private health care entities such as Providence Health, and Adventist Health. I am very familiar with the public RFP process and actively participate in public meetings at the local and county levels including multiple special districts.

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

My wife and two young children have chosen Arch Cape as our place to live for the foreseeable future and we believe community involvement and transparency are important to the residents and rate payers of Arch Cape. While the Arch Cape Forest demands the most attention currently, the normal day-to-day business, needs and goals of the Water District are of great importance to us. This opportunity would not only allow me to gain more experience with the operations of the district but will provide experience with working on a special district board in a small community. I am accountable and am committed to filling this vacancy.

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**TO: ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT**  
**FROM: ARCH CAPE FOREST MANAGEMENT COMMITTEE / FORESTER**  
**SUBJECT MEMO: 2023 FOREST OPERATIONS BUDGET**  
**DATE: JANUARY 18, 2023**

### Discussion / Analysis

Pre-commercial Thinning, Road Maintenance, and Forest Management Planning are proposed for the Arch Cape Forest during the Spring, Summer, and early Fall of 2023. These activities constitute basic and deferred property maintenance and stewardship, and long-term planning. Each activity and budget expectation are discussed in the following 3 sections.

The total estimated budget for the 3 tasks is \$260,585 and would be fully funded thru ARPA funds already awarded to the Arch Cape Domestic Water Supply District. One budget revision memo would be required to spend these funds – all expenses are eligible under ARPA / Business Oregon.

#### Hand Thinning

Pre-commercial or “hand thinning” is proposed for a maximum of 596 acres of the Arch Cape Forest. These include all areas between 10 and 19 years of age. These areas will be thinned by hand crews from 600-1200 trees per acre to 220-280 trees per acre. This work increases tree diversity, increases the resilience of the forest, and accelerates the development of old forest characteristics in the Arch Cape Forest. No material would be removed or sold from the forest. The anticipated expense for this work is \$169,590 and would be covered under the ARPA funding already awarded to the Arch Cape Domestic Water Supply District – requiring a budget revision memo to be sent to Business Oregon.

The thinning work would be contracted to be completed by YE 2023 by a qualified, local contractor, and overseen by the forester.

#### Road Maintenance

Road maintenance is a basic and essential component of forest stewardship. Initial road maintenance is proposed for spring and summer of 2023, as well as a contract for emergency road stabilization through YE 2024. The anticipated expense for this work is \$55,762 and would be covered by the ARPA funding already awarded to the Arch Cape Domestic Water Supply District with no budget revisions. The proposed contract would include the following tasks:

##### TASK 1: ROAD BRUSHING: 13.1 miles

All roads mainline and secondary roads would be brushed to a 24’ road prism or 5’ from bottom of ditch line measured out from road center. This prism would be brushed 14’ high with a maximum 4” stump height. Scope of work includes requirements for clearing around culverts, debris removal, leaving larger trees, and damage from brushing.

TASK 2: CULVERT / DITCH CLEANING: 137 cross drains (no stream crossings) All cross drains would be cleaned and / or opened such that they are fully functional. Stream crossings will receive evaluation in the ecological road assessment and be repaired as needed in a separate contract.

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.

Contractor must be able to provide standard equipment with 4-week notice for general road maintenance during contract period, and 24-hour response for emergency road stabilization. Emergency road contract will extend to YE 2024.

### Forest Planning

The Arch Cape Forest Management Committee proposes developing a 5-year and 50-year forest operations plan and budget for the Arch Cape Forest. This project requires assistance from the consulting forester and a forest modeling consultant. These tasks include development of a growth and yield model, development of a financial proforma for each timeline, and consultation with stakeholders and the committee. These tasks are already identified in the scope of work for the forester. A revised estimate places the cost for growth and yield modeling at \$10,000 and for financial proforma development, process management, and deliverables at \$12,500. These costs are eligible under the ARPA funding already awarded to the Arch Cape Domestic Water Supply District and have been included in a contract awarded to Springboard Forestry. It is proposed to go forward with this work within this already issued contract.

In addition, it is proposed to commence a continuous forest inventory for the Arch Cape Forest. This will require sampling design and data collection. These costs and a discussion / analysis will be provided in a future memo. The forest management committee is not recommending any action currently on this topic.

### Recommendation

It is recommended that the Board of the Arch Cape Domestic Water Supply District authorize staff / consultants to solicit bids for the 2023 pre-commercial thinning and road maintenance contracts.

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

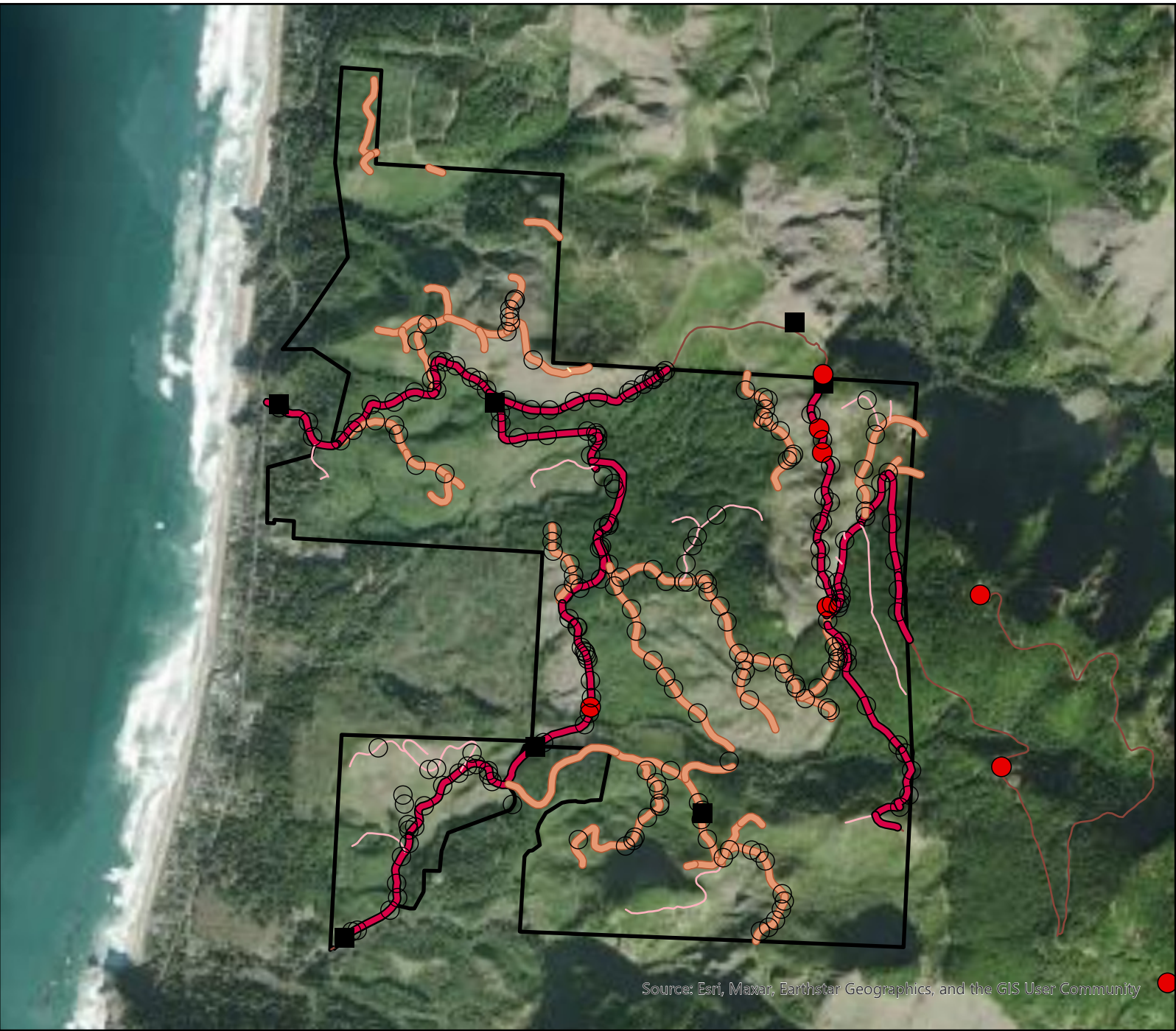
Arch Cape Forest Management Committee (Patricia Noonan, Clark Binkley, Chris Mastrandrea)  
Ben Hayes, Forester.

<b>Project Budget Line Items and Estimated Cost</b>			
<b>Project Budget Line Items</b>	<b>ARPA/SLFRF Funds</b>	<b>Other Funds</b>	<b>Total</b>
Project Management	\$ 75,682	\$ 0	\$ 75,682
Finance Management	\$6,000	\$ 0	\$6,000
Construction (culvert replacement, stream crossing, drainage improvements, road repairs)	\$ 862,468	\$100,000	\$1,000,000
Legal Fees	\$ 7,500	\$100,000	\$100,000
Forestry Consultant	\$98,000	\$ 0	\$100,000
Land Acquisition	\$940,000	\$3,750,000	\$4,690,000
Land Maintenance& Repair	\$ 4,500	\$ 0	\$ 0
Conservation Planning	\$ 5,850	\$ 0	\$ 0
<b>TOTAL</b>	<b>\$2,000,000</b>	<b>\$3,950,000</b>	<b>\$5,950,000</b>

### **Project Description:**

The Recipient will acquire approximately 1,441 acres of forest land in the source water assessment area and complete the following activities:

- Acquire 1,441 acres of forestland.
- Publish an operations plan to complement the forest management plan and financial plan.
- Conduct a road inventory and aquatic enhancement survey.
- Begin watershed restoration activities as identified in the Plan, including road stabilization, deferred timber stand improvement, and culvert, stream crossing and drainage improvements necessary to protect water quality.
- Establish communications plan for stakeholders.
- Procure grant administrator(s) to assist in project management tasks including, but not limited to financial transactions, monitoring, reporting, and other funding requirements as necessary.



# Arch Cape Forest : 2023 Road Maintenance

- |                       |                            |
|-----------------------|----------------------------|
| ○ ACF_Culverts        | — Mainline                 |
| ● Slides_repeater_etc | — Secondary                |
| ■ Gates               | — Spur                     |
| ACRoadsScenario       | — <all other values>       |
| Class                 | — Access_to_RR             |
|                       | ▭ ArchCape_ProjectBoundary |

GN





# ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT SOLICITATION OF FOREST ROAD MAINTENANCE SERVICES

**PROJECT NAME:** 2023 ROAD MAINTENANCE  
**BID OPENING:** DATE AND TIME

**OFFICE ADDRESS:** 32065 E. Shingle Mill Ln.  
Arch Cape, OR 97102  
Office Phone: 503-436-2790

**BID SUBMISSION:** email preferred: [ben@springboardforestry.com](mailto:ben@springboardforestry.com)  
By mail or hand-delivery to Office Address allowable,  
must arrive prior to bid opening.

**DIRECT INQUIRIES TO:** Ben Hayes- Cell 971-678-9464

## **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 MAINTENANCE

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.

## 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 - June 15 – July 31, 2023 (no operations allowed in IFPL II or higher)

TASK 2: CULVERT / DITCH CLEANING – June 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 extending 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).
- BID METHOD:** Sealed Bid (see following page)
- 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.

**BID FORM**

**ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT**  
2023 Pre-Commercial Thinning

**Bid Opening F\_\_\_\_\_**  
10:00 AM Pacific Daylight Savings Time

**Submitted to:**  
Ben Hayes, Forester  
Email: [ben@springboardforestry.com](mailto:ben@springboardforestry.com)  
971-678-9464

**COSTS:**

TASK 1: ROAD BRUSHING (per mile / 13.1 miles total) \_\_\_\_\_ / \_\_\_\_\_

TASK 2: CULVERT CLEANING (per culvert / 137 culverts) \_\_\_\_\_ / \_\_\_\_\_

TASK 3: TIME AND EXPENSE (attach machine rate sheet and mobilization / machine)

Bidder: \_\_\_\_\_

Tax ID No.: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Authorized Representative \_\_\_\_\_  
(Signature and Title)

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Two references, please include name, company, and phone contact.

Reference 1: \_\_\_\_\_

Reference 1: \_\_\_\_\_

## **ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT SOLICITATION OF FORESTRY SERVICES**

**PROJECT NAME:** 2023 PCT  
**BID OPENING:** DATE AND TIME

**OFFICE ADDRESS:** 32065 E. Shingle Mill Ln.  
Arch Cape, OR 97102  
Office Phone: 503-436-2790

**BID SUBMISSION:** email preferred: [ben@springboardforestry.com](mailto:ben@springboardforestry.com)  
By mail or hand-delivery to Office Address allowable,  
must arrive prior to bid opening.  
Ben Hayes - Forester

**DIRECT INQUIRIES TO:** Ben Hayes- Cell 971-678-9464

### **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-'4' 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.

<b>STD_ID</b>	<b>Ownership</b>	<b>NetAcres</b>	<b>GrsAcres</b>	<b>EstYear</b>	<b>Age (2022)</b>	<b>Elev</b>	<b>Aspect</b>
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)

**BID METHOD:** Sealed Bid (see following page)

**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.

**BID FORM**

**ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT**  
2023 Pre-Commercial Thinning

**Bid Opening F\_\_\_\_\_**  
10:00 AM Pacific Daylight Savings Time

**Submitted to:**  
Ben Hayes, Forester  
Email: [ben@springboardforestry.com](mailto:ben@springboardforestry.com)  
971-678-9464

Per-Acre Cost (all inclusive): \_\_\_\_\_

Bidder: \_\_\_\_\_

Tax ID No.: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

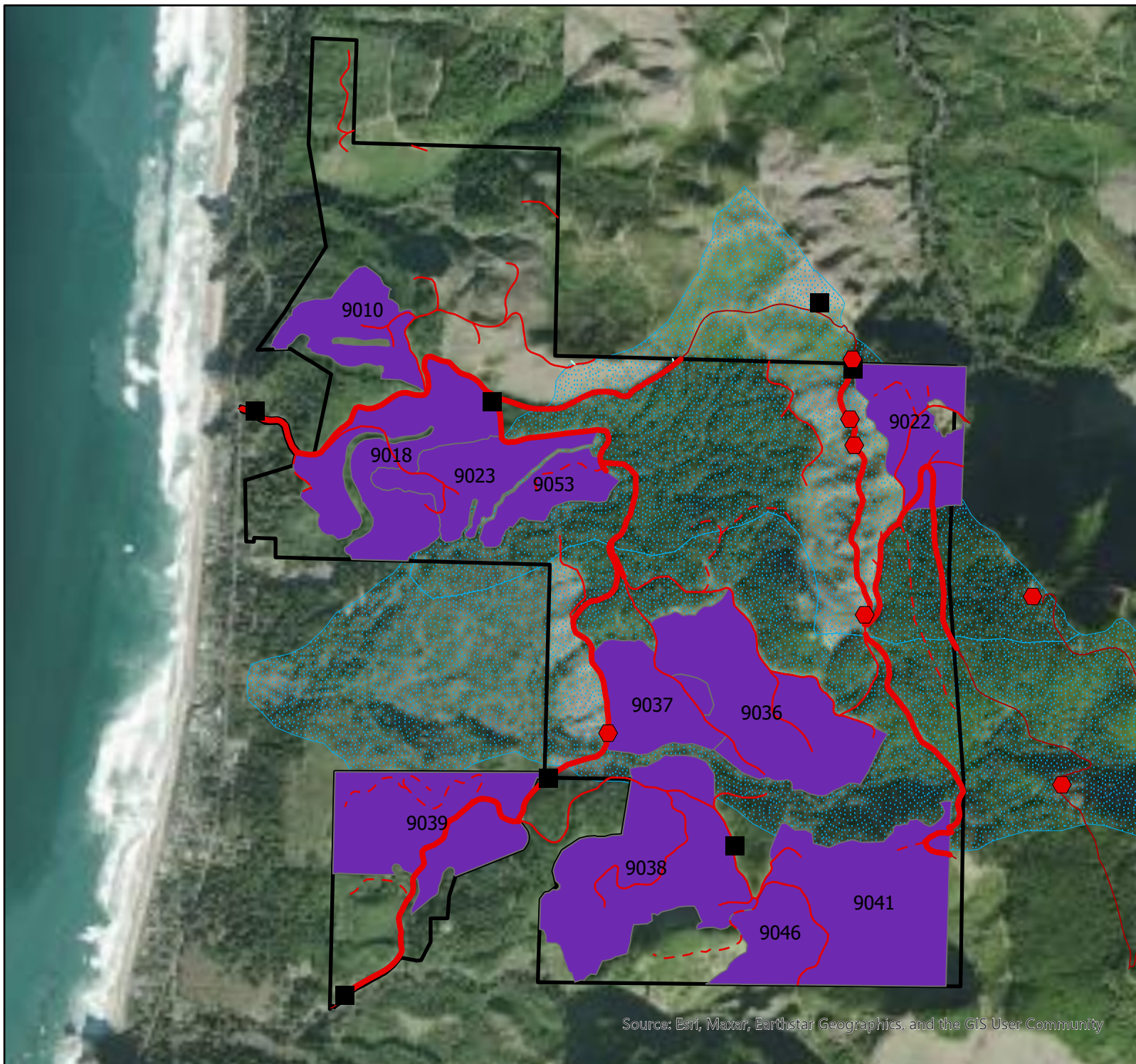
Authorized Representative \_\_\_\_\_  
(Signature and Title)

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Two references, please include name, company, and phone contact.

Reference 1: \_\_\_\_\_

Reference 1: \_\_\_\_\_



# Arch Cape Forest: 2023 TSI Thinning - ages 11-19



- ◆ Slides\_repeater\_etc
- Gates
- ACRoadsScenario**
- Class**
- Mainline
- Secondary
- - - Spur
- <all other values>
- Access\_to\_RR
- acf\_2023\_thinning
- ArchCape\_ProjectBoundary
- SharkAsbury

GN





**TO: ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT**  
**FROM: ARCH CAPE FOREST MANAGEMENT COMMITTEE / FORESTER**  
**SUBJECT MEMO: 2023 Multi-Resource Management Plan Public Comment**  
**DATE: JANUARY 18, 2023**

### Discussion / Analysis

Public Comment Period Regarding the Multi-Resource Management Plan was held from Monday, December 19, 2022 through Wednesday, January 11, 2023. Public comment included feedback on aspects of governance, forest management, and public access. 49 total responses were created, with 31 responses provided quantifiable feedback. Additional public comment was provided by a community generated survey, which contained responses from 71 Arch Cape ratepayers and property owners as well as through five written comments shared directly to the water district. This memo provides recommendations to share public comment with Committees and Contractors working in partnership with the Arch Cape Water District, including the National Park Service led Public Access Planning Committee, the Arch Cape Forest Management Committee, and Springboard Forestry. A full list of public comment is included in the materials to be paired with this document.

### Public Access Committee

It is the recommendation of Sustainable Northwest to share 15 items of received public comment with the Public Access Planning Committee. The public comment is provided in "Attachment 1 Public Comments Regarding Public Access". The intention of sharing all comments related to public access with the Public Access Committee is to ensure that the perspectives of all Arch Cape residents, and members impacted by decisions proposed around the Arch Cape Forest is shared with Public Access Planning Professionals and the selected committee. Public comments regarding public access received as feedback to the Multi-Resource Management Plan, not related to fire access fall out of the scope of Springboard Forestry and are best served as shared with the Public Access Planning Committee.

Themes from this feedback include:

- Continuation of previous landowner access policies.
- Assurances around hunting access within the Arch Cape Forest.
- Concerns around an increase in use of the forest as an access policy is developed and proposed.

### Forest Management Committee

It is the recommendation of Sustainable Northwest to share 15 items of received public comment with the Arch Cape Forest Management Committee. The public comment is provided in "Attachment 2 – Public Comments Regarding Forest Management". The intentions of sharing all comments related to forest management, harvest, and health with the committee is to ensure that the selected committee receives opportunity to hear public opinion regarding the forest and financial management of the Arch Cape Forest. Public comments regarding forest management fall under the scope of the selected 3-member Arch Cape Forest Management Committee. Themes from this portion of public comment include:

- Concern around long-term forest health as it pertains to water quality.

- Interest in financial impacts of harvesting versus not harvesting within the Arch Cape Forest.
- Alternative approaches to funding a health forest to maintain high quality drinking water.

### Springboard Forestry

It is the recommendation of Sustainable Northwest to share direct feedback to Springboard Forestry to ensure the efficient implementation of feedback received to the Multi-Resource Management Plan, finalizing the changes necessary. Minimal public comment was received which requires immediate and direct changes to the Multi-Resource Management Plan. The public comment is provided in “Attachment 3 – Public Comment to Springboard Forestry

### Arch Cape Water District Board

It is the recommendation of Sustainable Northwest to share highlighted feedback regarding governance, management, and budget request directly with the Arch Cape Water District Board. These comments are provided in “Attachment 4 – Public Comment to Arch Cape Water District Board”

### Recommendation

It is the recommendation of the Staff of Sustainable Northwest to share all public comment pertaining to public access to the Arch Cape Forest and Rainforest Reserve Public Access Committee, all public comment pertaining to forest management to the Arch Cape Forest Management Committee, and all public comment regarding direct adjustments to the Multi-Resource Management Plan to Springboard Forestry.

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

Daniel Wear, Forest Program Manager Sustainable Northwest.

Attached Documentation Include:

- Attachment 1 – Public Comment Regarding Public Access
- Attachment 2 – Public Comment Regarding Forest Management Plan
- Attachment 3 – Public Comment Regarding Management Plan Changes
- Attachment 4 – Public Comment to the Arch Cape Water District Board
- Attachment 5 – Full Public Comment Received on the Multi-Resource Management Plan

## **Attachment 1 – Public Comment Regarding Public Access in the Multi-Resource Management Plan.**

Relevant Public Comment to be shared with the Arch Cape Water District Board and the Arch Cape Forest and Rainforest Reserve Access Planning Committee are listed below. Public Comments aligning with the common sentiment shared in the Public Comment Period are listed below, with a full list of submitted public comment attached.

### **Recreation:**

- I would like to have the forest remain open for hiking, but not camping. I was surprised to read that most watersheds are closed to the public. Public access, limited to support the goals, has been my assumption all along. I am neutral about hunting, however that activity does control the elk population which will eat about anything when hungry.
- We'd love the opportunity to hike, mountain bike in the recreational area. We have a dog as well and would like to allow dogs in the area. Dog poop bags should be provided to decrease dog waste in the water sources area.
- E-bikes should be restricted to "pedal assist", I believe that is considered class 1. Public to the entire watershed has been allowed for 50 years or more and we have clean, safe, and even "award winning" water. We do not need to restrict public access to this area - at least not at this time or in the near future. Many restrictions would come with increased use. If we had 1000 people a day hiking through the watershed we would have a problem - having a few people a week hike through is not a problem. We may need to change access policy 10, 20, or 50 years in the future but not today.

### **Hunting:**

- Restriction of traditional uses does nothing to prevent a decline in water quality. There is no factual basis for keeping hunters out of the watershed.
- I read through the plan there is a part of the community who has used this forest for years. Yet they are being left out or are being steered out based on this document. This is the hunting community who are heart and soul conservationists who want by and large the same things the goals represent.
- These (goals) are all compatible with hunting. Show the evidence with facts (Science) that hunters and the potential for dead animals to be a source of contamination.
- Access for Traditional use such as hunting should remain. There is no study showing water contamination from hunters animals. Two of the finest watersheds in the state do not preclude hunting--City of Bend, and Baker City, Oregon. I will file complaints with OWEB in the use of public funds excluding hunting, as has been allowed for generations.

### **Landowner Policies:**

- My main interest is with public access which I hope is maintained at least as walk-in throughout the entire 1500 acres as it is now and has been for a long time. I understand this will be

discussed in the future. Access for adjacent land owners, contractors, fire crews, and water district staff must be maintained.

- One important need for access that is not specifically mentioned is access to the radio equipment located on NCLC property but accessed across ACF property. The amateur radio repeater on Onion Peak is an important backup system for communication in disaster situations. It is a not so well understood fact that the Clatsop County emergency management function for auxiliary communication depends on the onion peak repeater and the other repeaters in the county that are linked with this local repeater.
- I do not want to see the arch cape watershed being used as a "bridge" connecting state parks and nclc rain forest. I really hope that we can keep our watershed just as it is, a watershed, with a maturing forest and some old logging roads throughout.
- I think it is important to separate our forest from NCLC. We have entirely different needs. The national park services should not be involved in the decisions to be made by the Arch Care Water District for the Watershed that we own. We can make these decisions without their involvement.

**Animal Access:**

- Dogs should be allowed.
- Dogs should be allowed in the area and not controlled by North Coast Land conservancy!

**Additional Public Comment:**

- the district should stop work with the national park group, is not in the best interest of our water shed, they dont understand the community or its desirers

SHOEMAKER  
3139 PACIFIC AVENUE  
CANNON BEACH, OR 97110

December 15, 2022

Dear Arch Cape Community:

This letter is public comment on the Arch Cape Community Forest (“ACCF”) access planning process. As background, my wife and I live in Cannon Beach and we are active users of the both the Arch Cape and Ecola watersheds (~ 75 trips per year). Our family has continually accessed this land (hiking, biking, foraging, hunting, etc.) for four generations.

Given our deep connection to this place, we consider ourselves major stakeholders in both the process and result of the new ACCF management plan. We have followed the evolution (Stimson > EMF > NCLC x ACCF) of this combined project over the last 10 years with guarded optimism and enthusiastic support. More recently, I have been a keen, albeit intermittent, participant in the public planning meetings for the ACCF.

Throughout this more recent ACCF process, we have mostly listened. Our conclusion from this exercise is that we are in danger of compromising not only this specific effort, but also future projects of similar scope across the state. This land was purchased with ~\$6MM of public money from a variety of sources. Contained within these public sources are conditions that specific classes of users cannot be excluded from the forest. Rational and tailored access restrictions for water quality and sensitive habitat are allowed, but such distinctions cannot be drawn broadly according to class of user.

Exactly one year ago, I offered public comment about specifically negative “anti-hunting” language in the draft management plan (August 2021). To paraphrase, this language highlighted hunting, specifically and before all other forms of recreational use, as a potential point source water quality issue. While this language has been moderated in the latest version (the word “careless” has been removed to describe hunters), the agenda is consistent. Earlier this week, two versions of the same draft were circulating (12Dec22 and 13Dec22), the earlier of which proscribed hunting as an allowed use on Page 54. From what smoke-filled room did this draft emerge and why was it so quickly backpedaled one day later? Have we already made management decisions before even identifying, let alone engaging, stakeholders?

Increased recreational use by all user groups is a potentially valid water quality concern. However, specifically highlighting hunting as a potential point source is not supported by science, moves the dialogue incrementally towards actual violations of the access conditions within our public funding, and is patently discriminatory. Applying such logic broadly, we might be better served by politely asking all Arch Cape wildlife to please avoid dying near source water.

We absolutely share valid local concern regarding over-use in all forms. None of us want to see this land broadcast indiscriminately on the internet or in print. If Shingle Mill Rd. becomes the next Short Sands parking lot, we will have failed as good neighbors and good stewards. Therefore, it would be a major procedural failure to see a very public conflict resulting from attempted access restrictions based on class of user.

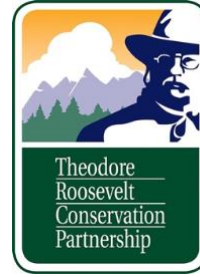
The desired result seems simple to us: i) manage this land for clean, reliable, and affordable water for ratepayers, ii) restore native ecosystem diversity and functionality whenever possible, iii) harvest timber sustainably to offset ratepayer and restoration costs, and iv) foster a culture of inclusive place-based community stewardship among *all of us* who use this forest. We need not advertise to be inclusive, but we must respect all historic uses and all user groups.

We appreciate this opportunity to share our perspective and welcome further dialogue. The ACCF can be a truly remarkable project – resulting in one of those rare win/win/wins of which we can all be proud, but the public engagement process appears in need of recalibration to realize this goal.

Respectfully Submitted,



Eric R. Shoemaker



January 10, 2023

Dear Arch Cape Water District Board and Arch Cape Community,

Thank you for the opportunity to provide public comment on the Arch Cape Community Forest Management Plan. The signed organizations below represent thousands of outdoor recreationalists, hunters, and anglers across the state of Oregon. Our missions are the following:

The Oregon Chapter of Backcountry Hunters and Anglers (BHA) aim to protect and conserve public lands: forests, mountains, prairies, streams and lakes that support our hunting and angling traditions. The Theodore Roosevelt Conservation Partnership's mission is to guarantee all Americans quality places to hunt and fish.

It has come to our attention that the Arch Cape Community Forest FMP sights recreationalists, specifically hunters as a point source for water quality concerns. Simply put, this is not a fact supported by science but rather is anti-hunting rhetoric that further creates a divide between surrounding communities and law-abiding hunters. We encourage the District Board of Directors to allow responsible, non-motorized hunting on this new community forest in order to provide local community harvest opportunities and as a way to manage robust elk herds in the surrounding forest. Our groups look forward to engaging in the ensuing public access discussion as it moves forward.

As organizations that value wild landscapes and fresh water for fish, wildlife, and people alike we thank you for your time and consideration of our concerns.

Sincerely,

Oregon Chapter of Backcountry Hunters and Anglers

Theodore Roosevelt Conservation Project

January 2, 2023

Enclosed is my personal public comment in response to the Arch Cape Management Proposal.

This public comment is dated within the window allotted for public comment and is entitled to be read aloud at all meeting minutes including zoom and or in person meetings.

Thank you for the opportunity to address this Proposal.

Personal back story:

Born and raised in Arch Cape since 1974.

Property purchased in 1945.

My son's are the 5th generation to enjoy Arch Cape.

Our family has enjoyed gatherings on New Year's, 4th of July and everything in between.

I have fond memories of post New Year's swim get togethers at Betty Snows home since the 70's.

I agree with most of the Proposal except the language regarding hunting specifically.

Hunting in the east hills behind Arch Cape has been a long time tradition for families providing healthy meals for their families while managing the Elk population going back to the Native American early years. Which my family ancestry includes the Clatsop Nehalem and Chinook tribes.

This is a tradition I have grown to enjoy and appreciate. Hiking early up into the hills while watching the sun come up. Passing on traditions of hunting and knowledge to my sons Ashton and Jordan on the meaning of hunting /hiking.

Hunting in the Onion Peak unit is extremely challenging, yielding a below average success rate. ODFW rates this unit at approximately 8 to 10% harvest rate due to the steep, dense difficult terrain. I myself have harvested 1 bull elk in 10 years which falls within this range.

Arch Cape Forest is what it is today as a result of the last 100 years of management including wildlife management. In the last 10 years we have experienced a dramatic increase of wildlife population and predators due to changes from ODFW harvesting limits and urban sprawl. In turn allowing less harvesting ,less Elk habitation and in town non-native vegetation contributing to Elk inhabiting the edge of inner city areas.

Surf Pines, Gearhart, Cannon Beach , Tolovana are experiencing the full effects on wildlife mismanagement currently. On my way to the cabin last weekend there was an Elk harem behind the Coaster Theater in downtown Cannon Beach. Creating a dangerous situation as tourists get closer to captures a picture.

Living in Surf Pines north of Gearhart from 1987 to 1997 I was able to experience the danger that Elk pose as they move into the neighborhoods. This includes dogs being killed by sharp antlers, children being chase in their yards and automobiles being charged and damaged specifically during the months of the Rut.

Currently Elk herds are habitating the properties on the East side of Arch Cape and causing damage to lawns. This can escalate rapidly with the removal of human hunting pressure and excessive harem and herd growth.

Along with rapid Elk growth comes predator growth including Cougar/ Mountain Lion and Coyote population. Many Game Cameras have documented this over the years. We are currently seeing the highest level of Cougars ever.

ODFW offers a map of Elk Damage areas during the purchase process of a license and tag. Elk cause extreme drainage and erosion damage. This is how the State manages and creates balance for the wildlife and territory.

If hunting is banned as proposed in the Arch Cape Forest Management Proposal this will unequivocally have a negative impact of the balance that has been fostered by the State and community hunters. Resulting in more damage, erosion, aggression, and predator animals encroaching the watershed/ homes. And if urination and carcasses truly are the reason stated for the concern of water quality. Well, this certainly raises question.

Added , the relatively small group of local hunters apprx 20 that enjoy hunting in the surrounding area share the same feeling and are stewards of the land. Cleaning garbage, reporting illegal poaching, sharing game with neighbors loving and taking care of the land. Ensuring the balance continues for many generalizations to follow.

Visit with a local hunter.

Listen to a local hunter with an open mind.

Explore sustainable options and balance.

Be humble and comprising.

These guys are some of the best people you will meet.

We will be the first to help protect the land and you.

We know the whole area with nicknames for all locations.

Local hunters have formed excellent communication with water treatment employees and neighbors looking out for everyone's best interest.

Before a vote or a decision is made .. please please reach out to some hunters and inquire about areas of mismanagement and heavy Elk populations such as Surf Pines, Gearhart and Cannon Beach.

Elk and Predator animals inhabiting inner cities is extremely challenging to reverse and balance. And poses great risks and liability. Arch Cape is in the cusp of joining them. Let's not disrupt the balance.

In conclusion:



A solution that I would offer is this..

Specially train and permit a handful of locals to keep the Elk at manageable numbers. This will reduce human traffic and assure there will be the lightest footprint. Speaking for myself personally i would also donate the harvest to families in need or a reputable non profit for distribution.

We spend many hours and days in the hills behind Arch Cape and know it very well.  
Not working closely with Local Hunters is not working toward a solution.

Thank you for your time

I am available 24/7 for concerns or questions.

I specifically request again that this public comment be read at all minutes of all meetings pertaining to this response.

Reed Morrison

9712852222

Philip and Buffy Simmons  
79805 Fire Rock Rd  
Arch Cape, 97102  
503.440.9978

Arch Cape Water Board  
32065 E. Shingle Mill Lane  
Arch Cape, OR 97102  
Attn: Board President

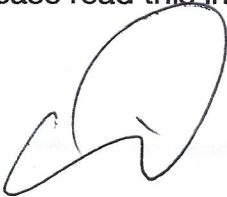
We moved to Arch Cape (Fire Rock Rd) in 2008 and have lived here full time since. Part of the reason for moving here is the amazing natural beauty of this place. It is magical. Our boys spent countless hours at the beach or in the forest. We truly love Arch Cape.

We understand that the Water Board will soon decide on two issues; whether to allow dogs on the recently acquired property and whether to allow non motorized bikes on the same property.

We currently walk in the forest each day with our dog, Buckets. Occasionally, though very rarely, we will run into others (people and dogs). We have never had a negative experience in the nearly 15 years of this activity. We understand that the previous landowner allowed dogs, we are asking that you do the same.

Philip regularly takes Buckets and our son Jack back into the forest (on the logging roads) with their bikes. I (Philip) find this a good way to connect with my son...it can be difficult to get him outside at times by he is generally willing to go on the bike rides. We have never had a negative experience with others over the years. We understand that the precious landowner allowed non motorized bikes on this property. We are asking that you do the same.

Please read this into the record. We appreciate your consideration on this matter.



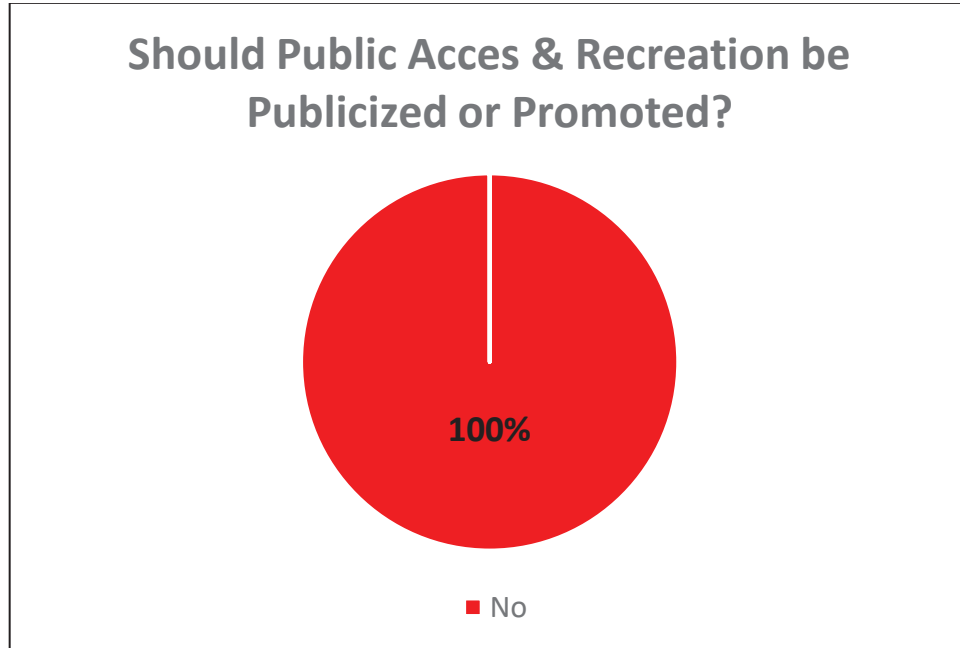
Philip Simmons  
4 Jan 2023



Buffy Simmons  
4 Jan 2023

**5. NO respondent wanted Public Access & Recreation in the Watershed to be Publicized or Promoted in any Way.**

Per the December 2, 2022 email; *“Promoting the property is not required.”* & *“FLP/ODF are not requirement [requiring] NPS [National Park Service] involvement in access.”*



**Individual Respondent Comments on Public Access & Recreation**

1. Dogs are allowed
2. Access should follow the permit-based model used by other neighboring private timberlands owned by Lewis-Clark, Weyerhaeuser, etc. A limited number of permits could be issued, or the very need to have a permit will self-restrict traffic, as well as provide data to the Forest Board on volume and type. Should any additional hunting access restrictions be enacted they must be coordinated with ODFW, to ensure that the Forest's objectives align with wildlife resource management. Hunting provides a necessary component to wildlife management plans. Public access and recreational uses need to be public, but not necessarily publicized or promoted. Signage needs to be maintained at all entry points.
3. Why is public access needed?
4. Our primary mission in purchasing this forest is clean water. My personal concern is to encourage as LITTLE invasion of the flora and fauna in the whole watershed area. I do not feel that ANY of the watershed(inside or outside the water source area) should be PROMOTED for human access. Period

5. I think we need to kick NPS out of the public access meetings. Their goal for this property is not consistent with the overall community's wishes.
6. I think the main thing is to keep usage as low as possible. If we could keep it really low, then it might be OK to allow hiking in the drinking water source area. If it increases above that, then it should be restricted to areas outside the drinking water source area
7. Keep to a minimum.
8. eliminate the easement to the rain forest area
9. There are multiple areas other than this watershed area that the public can use for recreation. Protecting the water by keeping humans out is essential.
10. The Board and its management team imposed this project upon the community using threats to the source water and its availability. It's time we hold them accountable to protecting this by closing off entirely the source water protection area.
11. NO PUBLICIZED OR PROMOTED INFORMATION ON RECREATION NO MATTER WHAT THE FINAL CHOICE IS. Way too much liability. We are a water district, not a free Disneyland for the public. Who pays?
12. Hiking, yes. But nothing more invasive.
13. My wife and 2 boys are avid outdoor enthusiasts. We'd love the opportunity to hike, mountain bike in the recreational area. We have a dog as well and would like to allow dogs in the area. Dog poop bags should be provided to decrease dog waste in the water sources area.
14. E-bikes should be restricted to "pedal assist", I believe that is considered class 1. Public to the entire watershed has been allowed for 50 years or more and we have clean, safe, and even "award winning" water. We do not need to restrict public access to this area - at least not at this time or in the near future. Many restrictions would come with increased use. If we had 1000 people a day hiking through the watershed we would have a problem - having a few people a week hike through is not a problem. We may need to change access policy 10, 20, or 50 years in the future but not today.
15. I feel we should go very slowly in allowing human activities here. Beyond hiking, we should let animal populations grow, and nature rest and regenerate.
16. Keep it how it currently is set up, just allow e-bikes for folks with limited mobility but like to ride. Given how nuts all the other trails and day use parks are around us we do not want to add more parking or trails.
17. Horses / trailers can take up a LOT of parking space. While indifferent to horseback riding itself, the parking accommodation must be elaborated upon
18. Public access should be very limited.
19. I think the trail maps and rules should be posted on a local site, but not promoted.
20. The rate payers should be the only individuals allowed access.

21. I do not want to see the arch cape watershed being used as a "bridge" connecting state parks and nclc rain forest. I really hope that we can keep our watershed just as it is, a watershed, with a maturing forest and some old logging roads throughout.
22. Access should be for those who pay into the Arch Cape Water District exclusively.
23. I think these surveys are a great tool to figure out what the community wants, but I worry that without adequate understanding of the impacts (or lack thereof) on water quality, erosion, etc. this will lead to more restrictive policies than is needed. It is also my belief that we should be striving to maintain a recreation policy similar to the one that has existed there in the past. Too much change to rec. policies will bring confusion and increased need for security which the management team is not prepared to supply adequately.
24. No public access at all. Close property entirely.
25. I do not think any recreational access should be allowed. added expenses and liability issues.
26. There is no established parking area and I'm not sure if there is any place to put one. Unless there is and there is access to it from 101 promoting the hiking trails could easily lead to increased traffic on the side roads and unauthorized parking on private property.
27. The forester says that no other municipal owned watershed is open to the public and that recreation will have a negative effect on water quality. So, if we bought the watershed to improve water quality, why does the Board's plan allow for recreation in the source water area?
28. I think it is important to separate our forest from NCLC. We have entirely different needs. The national park services should not be involved in the decisions to be made by the Arch Care Water District for the Watershed that we own. We can make these decisions without their involvement.
29. Our support for acquisition of the forest area was based on the understanding that we would be protecting the watershed and the natural resources, not creating a tourist attraction. We strenuously object to promoting the area for recreational use.
30. Would like the community property owners to have a say in the public access and recreation plan
31. Dogs should be allowed in the area and not controlled by North Coast Land conservancy!
32. I would like all areas including the drinking water source area open to scientific research. Examples could be US Fish & Wildlife, Oregon State University's Oregon Bee Atlas, Oregon Dept of Agriculture, etc. Scientific research that supports professional organizations.

## **Attachment 2 – Public Comment Regarding Forest Management in the Multi-Resource Management Plan.**

Relevant Public Comment to be shared with the Arch Cape Forest Management Committee is listed below. Public comment on the Arch Cape Forest Multi-Resource Management plan to be shared with the Arch Cape Forest Management Committee focused on forest health, financial concern of medium and long-term financial viability, and alternative approaches to funding forest management activities are listed below:

Additional public comment regarding forest management and financing is included at the end of this document.

### **Forest Health:**

- Provide zones outside of watershed (north & south) for revenue harvesting.
- What is missing is the opportunity to increase bird and bee species. Areas that may be opened up to 40 acres in size will increase this habitat by broadcasting the seeding of native flowers. Hampton Lumber has been doing this for a few years now. Contact them for more information.
- I'd harvest the minimum possible and with the primary goal being forest health and diversity not revenue from the harvest.
- Very little of the property contains trees between 10-50 years of age. We urge for you to practice restraint to allow the forest to recover and grow from its very young age.

### **Financial Viability:**

- In a perfect scenario these goals and objectives are in balance with keeping water quality at its best, (main objective) as well as the health of the flora and fauna. It is all connected. We have a finite budget that is ever reflecting recent economic trends, which is important to stay realistic with the rate payers. Whether through a financial analysis of logging vs not logging, which I deem an important comparison, it will be more evident how many of these goals are attainable.
- This piece of land was purchased with state and federal dollars therefore this plan has to have a fiduciary accountability. As laid out I see large costs without a clear plan as to how make this a viable long term acquisition.
- The financial plan underpinning this proposal must be revisited given today's economic conditions.
- I would say the way that the Arch Cape Forest has been treated, there are definitely some old growth trees that could be logged and even given back to the Community and/or become funding to keep us on the right track of owning our own watershed and forest.
- All of this is mute UNTIL we gain a realistic perspective on a non-logging financial scenario vs an updated logging one. Road assessments, current timber prices and inflation all play into it BUT let's get going and create this comparison.

#### Alternative Funding Approaches:

- As mentioned previously, if we are able to find funding from grants, carbon sequestering, or some other source that allow us to convert more land to what might someday become "old growth" that would be idea. If financial requirements require logging I support that.
- A bond levy would be preferable to rate increases though both may be needed in combination. Two problems with a bond levy: a General Obligation bond can't be used for ongoing maintenance; and I think it's unlikely a bond measure would pass unless the voters were satisfied that all alternatives had been thoroughly explored. One of those alternatives is fund-raising. There are some deep pockets in this community, some of which could be tapped. There are also local, statewide, and national environmental organizations that need to be approached to see where there's interest in supporting a local water district that takes a forest out of the logging game. It's important to determine whether a fund-raising campaign could produce all or a significant share of what's needed to reduce or eliminate the burden on Arch Cape residents and property owners.

#### Additional Comment:

- It is important to keep the community notified of the results of the three member Arch Cape Forest Management Committee presented to the Board of Directors.
- Why is all road maintenance done at the expense of the Arch Cape Forest and no shared cost by other users??

## Individual Respondent Comments on Financial Management

<p>1. A bond levy would be preferable to rate increases though both may be needed in combination. Two problems with a bond levy: a General Obligation bond can't be used for ongoing maintenance; and I think it's unlikely a bond measure would pass unless the voters were satisfied that all alternatives had been thoroughly explored. One of those alternatives is fund-raising. There are some deep pockets in this community, some of which could be tapped. There are also local, statewide, and national environmental organizations that need to be approached to see where there's interest in supporting a local water district that takes a forest out of the logging game. It's important to determine whether a fund-raising campaign could produce all or a significant share of what's needed to reduce or eliminate the burden on Arch Cape residents and property owners.</p>
<p>2. How many other sources of financial assistance beyond hitting up owners/ratepayers for shortfalls have been explored?</p>
<p>3. Would that levy amount to about 12 dollars a month?</p>
<p>4. Has the Board done any survey for endangered species? Logging should only be permitted in the non-restricted areas</p>
<p>5. Somebody has to pay the piper. Rate payer/increases place the burden on the most benefited. Tax levies presumably broaden the burden across a greater audience, but run the risk of being voted down by those outside the benefit. A pay-for-play permit model for access/recreational use could be used to offset the costs of enforcement, but also some additional portion of costs for road maintenance, improvements, etc. Logging would preferably be done in areas that are furthest away from neighborhoods, and of course, in fashions that are equally beneficial to the ecology and wildlife as they are to the funding of the needed revenue stream.</p>
<p>6. All of this is mute UNTIL we gain a realistic perspective on a non-logging financial scenario vs an updated logging one. Road assessments, current timber prices and inflation all play into it BUT let's get going and create this comparison.</p>
<p>7. See comments above. Figure out other funding sources, rather than adding to community burden.</p>
<p>8. We should remain flexible until we have the results in from the assessment in #9. Any logging, of course, should follow the precepts in the book "Ecological Forest Management" by Franklin et al.</p>
<p>9. Reduce the scope of the project to only include items and actions that support protection and continuation of our water source. Simplify governance plan to minimize costs, bureaucracy and kingdom building.</p>
<p>10. The District should not be allowed to impose any rate increases or further dues on the rate payers for this project for numerous reasons however, I'd site the fact that we never got to VOTE on accepting the project to begin with which should have included in its comms. package to the public that should we vote yes, future rate increases or taxes would be required to pay for it. Again, the board and the management team need to be held</p>



accountable for this, and the rate payers bailing them out by funding the project only enables there decision and decisions to continue.
11. Unbelievable that the board did not determine these costs! Why should tiny, little Arch Cape water users be on the hook for this!
12. The connection with NCLC looks very dodgy and it looks like we got taken by them to buy some property that they wanted access to without buying it themselves.
13. How would a tax levy be calculated to the property owners in Arch Cape? Street front, lot size, lot location.
14. Even if we do some logging to assist with expenses it will have less impact than if the land was owned by a commercial timber company. Considering that the land had not purchase cost our need for logging to produce revenue should be far less than what would be required by a commercial timber company.
15. The climate has changed. The trees here are stressed die to less rain...and many in the region have died. Do NOT cut our live, healthy trees. Let them grow naturally & get some of that State money for carbon sequestering!
16. Opening up ratepayers to potentially large amounts of debt in order to do "eco-logging" and fantasy tourism is irresponsible in a fiduciary sense.
17. I favor logging only when it meets the goal of returning the forest to a more natural state.
18. Ask the board members who approved this debacle to leave their estates to the water & sewer district.
19. I am fundamentally against logging a preserved watershed. I think it is important to talk about all options in depth, and be open to feedback for best solutions financially.
20. There is no situation in which the board will make a sound choice. Spend no money, let time go by. They should have gotten approval ahead of time.
21. Have current assumptions on pricing been used or are the numbers still pre-COVID? Costs have increased substantially and revenue from log sales has stagnated and fallen a bit. Does the plan take this into account?
22. any additional operational costs should not be shouldered by the rate payers since they were effectively excluded from the decision to buy this forest. perhaps the few people who are responsible for the unnecessary purchase of the forest should pay any shortfall costs.
23. More transparency and openness to public comment. Share options with rate payers with full disclosure and details to build trust and support.
24. Why has the Board not updated the financial plan and kept it current? There isn't even a budget for this year and the forest was purchased in June. How are expenses being paid
25. The board needs full transparency
26. These numbers aren't meaningful to me as presented. Without some estimate of the impact on an average water / sewer bill, or an estimate of dollar impact of a proposed tax levy, I don't have the data I need to make a decision.

### **Attachment 3 – Public Comment Regarding Multi-Resource Management Plan Changes**

Relevant public comment to be shared with Springboard Forestry to incorporate in a final draft of the Arch Cape Forest Multi-Resource Management Plan is included below. Limited feedback was shared via public comment regarding immediate changes for the Multi-Resource Management Plan. All proposed changes should be approved by the Arch Cape Water District Board. Additional questions regarding the plan were raised by the respondents, these are included for consideration by Springboard Forestry.

#### **Recommended Changes**

- This plan refers to "District Board" and should specify Arch Cape Domestic Water Supply District (ACDWSD)
- Graphic (pg 60) shows majority of buffer on the south side of Shark Creek. Why isn't it equidistant? Is the larger buffer shown the uphill side?

#### **Questions**

- I am really confused by the words in this (Harvest Levels) policy. This policy seems out of harmony with the document up to here. I am left with the impression that commercial harvesting is already planned. Maybe it is the use of the word harvest as opposed to thinning.
- Overall plan seems fine but on page 18, we go from the Forest Management Committee to forest manager and his obligations. Is the property manager chosen by the Management Committee members? Is the forester chosen by the same Committee

## **Attachment 4 – Public Comment to the Arch Cape Water District Board**

Relevant public comment below includes all public comment available to best inform the Arch Cape Water District Board of general concerns and comments regarding the Arch Cape Forest, shared during the public comment period for the Arch Cape Forest Multi Resource Management Plan. This public comment includes aspects of governance, budgeting, transparency and more. A broader list of public comment is included at the end of this document.

### **Governance**

- "The 3-member Forest Management Committee will be made up of individuals with professional experience in conservation, forestry, academia, watershed management, or business operations, or strong connection to the Arch Cape Forest. The committee members will be nominated by members of the Board and appointed by the Board for 3-year terms" I think a possibility exists of the board nominating a 3 person management committee could be influenced by the board's own interests which may not be in alignment with the community of Arch Cape. I would suggest a larger committee with at least 2 community members as part of the forest advisory committee to help give a more well rounded vision to the board.
- 

### **Budgeting**

- Let nature heal itself. We need a better solution for financially supporting this project as opposed to logging. It just doesn't make sense to log a preserved watershed.
- The financial plan underpinning this proposal must be revisited given today's economic conditions.
- How about a \$30 annual user fee for people accessing/using forest as a way to supplement operations and costs. Find additional grant funds to offset forest mgt costs. Lessen funds allocated for forest mgt professionals to plan...let some of the seriously qualified community professionals, who have already volunteered to assist the board, prepare and operate the forest mgt plan.
- Allow scientific research in all areas. Tax levy is more equitable than increasing rates. I support logging only if an assessment of the forest has been done with biodiversity in mind.

### **Transparency**

- It is important to keep the community notified of the results of the three member Arch Cape Forest Management Committee presented to the Board of Directors

### **General Public Comment:**

- I feel like the majority of the year-round Arch Cape community really jumped on this word "recreational" and never stood back to hear the board and what they were trying to say. When you buy a forest, you are therefore responsible for the people that may or may not frequent that space. They had and still don't have any intention of publicizing this space. It's always merely been about protecting the woods we now own as a community and providing clean drinking water.
- I believe in this process 100%. If there's any extra byproducts of Timber, my thought would be to offer it to the community. Many of us heat our homes with wood stoves and it would be so sweet to be able to do that by way of purchasing our forest!

**Additional Public Comment as shared by the Community Interest Group are listed below.**

27. I would like to have a no logging financial plan to consider.
28. I would like to have an option for a no logging financial plan to consider.
29. It doesn't look like any commercial harvesting will generate enough funds to offset expenses and the only positive would be jobs, hopefully for local people and grooming the forest towards a legacy forest. This may be why no commercial company wanted it; too expensive to maintain, doesn't scale out to profits. I have no idea how to project costs twenty or thirty years ahead, tossing in possible grants and donations which is why I have consistently voted for the least amount of intervention as possible, even understanding the desire to generate an old growth stand.. It's all about the money in the coming months.
30. A Tax levy is more equitable as it spreads out the costs to the lot owners who are not yet using water resources. I am for logging only if the mother trees are identified and left alone and if a professional assessment was done to understand what trees can be logged with old growth forest health in mind.

**Individual Respondent General Comments to the Board**

1. We bought our property in Arch Cape for many reasons, but also ones that were tied to being able to access the forest behind our home for hiking, biking, hunting, wildlife viewing, and general coastal forest experience. We do not want to see any of those previous opportunities become removed from us. We support sustainable forest management practices including logging, as even logging provides critical habitat for a diverse wildlife population, catastrophic fire risk reduction, not to mention the necessary revenue streams to cover the costs to preserve the Forest into the future.
2. Why is National Park Service involved in logging and public access?
3. As this Forest management process proceeds, I truly hope that this survey, with its validity and integrity, is strongly listened to, and included in the decisions that are upcoming. It is thoughtful voice of a majority of Arch Cape residents.
4. How about a \$30 annual user fee for people accessing/using forest as a way to supplement operations and costs. Find additional grant funds to offset forest mgt costs. Lessen funds allocated for forest mgt professionals to plan...let some of the seriously qualified community professionals, who have already volunteered to assist the board, prepare and operate the forest mgt plan.
5. I'd like the Board to know that the project itself of preserving a town water source is wonderful and that I support it however, all trust has been lost in them and management with how this was, and currently is still be undertaken. No confidence in the leadership anymore.
6. I would like to see access to the land remain much as it has for the last 50 or more years, meaning walk in access, no camping, and access to the entire site. We can restrict this sometime in the future if required due to increased use. I do not want to see improvements

<p>such as parking, bathrooms, picnic tables, etc. I do not want to see promotion that will attract more people, instead leaving it as more mostly undeveloped coast range land that allows non-motorized access with no overnight use. Prohibit access during times of high fire danger as is common with coastal forests.</p>
<p>7. Any logging (or "thinning") in our forest threatens our water, our fire safety &amp; the climate. There are much better ideas!</p>
<p>8. As district supporters we should be involved in every discussion every decision, we are available by mail and email. Making decisions without public input is outrageous and shameful in a small district as ours.</p>
<p>9. What is the long-term and short-term management team look like? Is it Chris, Pat, and Clark? Will they be making the management decisions AND hiring contractors, submitting notifications with the state, hiring auditors to ensure work is done correctly, managing security, working with any certification program, ensuring water, soil, and environmental protection? Forest management is more than just making the decisions, who is going to do the work of ensuring that the forest is managed to the standards that it should be? You bought this forest, you have to manage it. You cannot expect volunteers to be able to understand the intricacies of forestry without the training and experience. This forest will always require management and work regardless of the level of harvest.</p>
<p>10. Increased transparency and openness to hearing public concerns, questions and suggestions.</p>
<p>11. I would like the water district board to fully engage the community in decisions that impact the community.</p>
<p>12. That a community owner group would have a say in the public access and recreation plan.</p>
<p>13. I know the district has tried for wells in the past and may acquire one soon but I would still pursue that option. It could take a huge burden off of all of us and should supply lines and parts ever become an issue again, pumps and pipe are easier to get than expensive filters.</p>
<p>14. Allow scientific research in all areas. Tax levy is more equitable than increasing rates. I support logging only if an assessment of the forest has been done with biodiversity in mind.</p>

## Q1 Full Name

Answered: 30 Skipped: 1

## Q2 Mailing Address

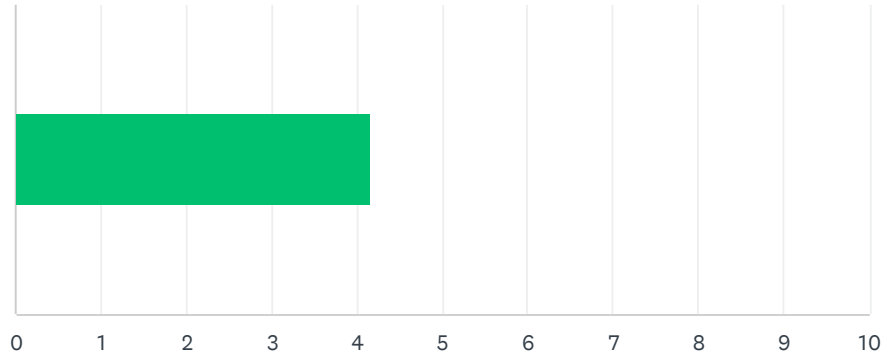
Answered: 30 Skipped: 1

ANSWER CHOICES	RESPONSES	
Street	100.00%	30
City/ Town	100.00%	30
State	100.00%	30



### Q3 Do you agree with the Plan and Purpose Vision Statement, Goals, Policies and Objectives?

Answered: 30 Skipped: 1



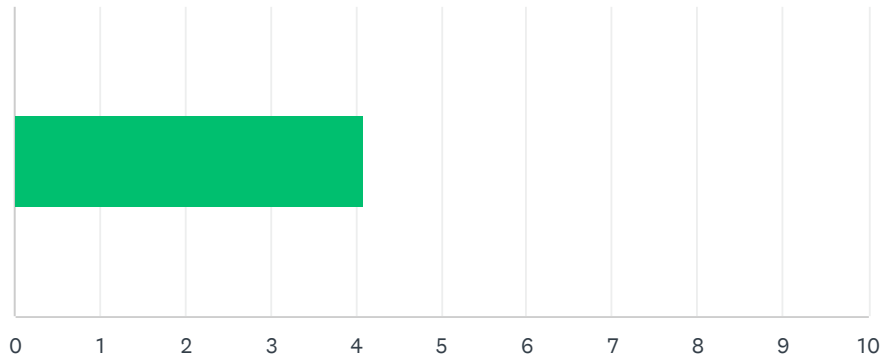
ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	4	125	30
Total Respondents: 30			

## Q4 Please Provide Public Comment on the Plan Purpose Section

Answered: 18 Skipped: 13

## Q5 Do agree with the Governance Section

Answered: 29 Skipped: 2



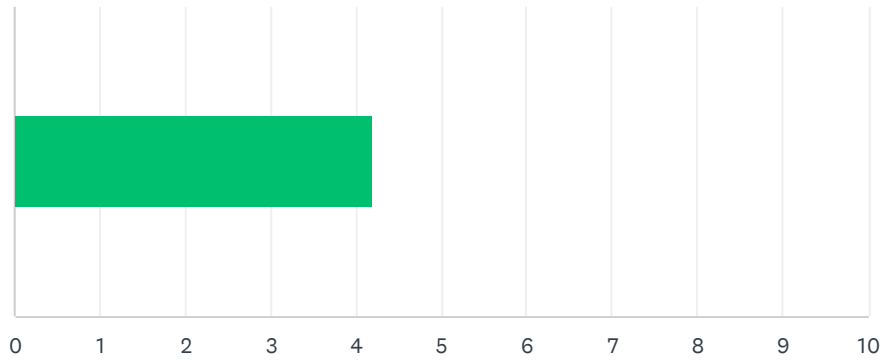
ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	4	119	29
Total Respondents: 29			

## Q6 Please Provide Public Comment to the Governance Section of this Plan

Answered: 21 Skipped: 10

## Q7 Do you agree with the the Goals and Objectives?

Answered: 29 Skipped: 2



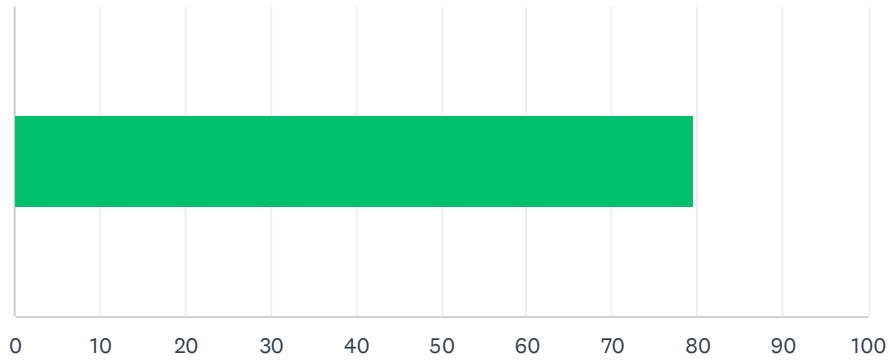
ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	4	122	29
Total Respondents: 29			

## Q8 Please provide Public Comment Regarding the Goals and Objective Section.

Answered: 14 Skipped: 17

## Q9 Do you agree with the language in the plan relating to Timber Harvest?

Answered: 26 Skipped: 5



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	79	2,066	26
Total Respondents: 26			

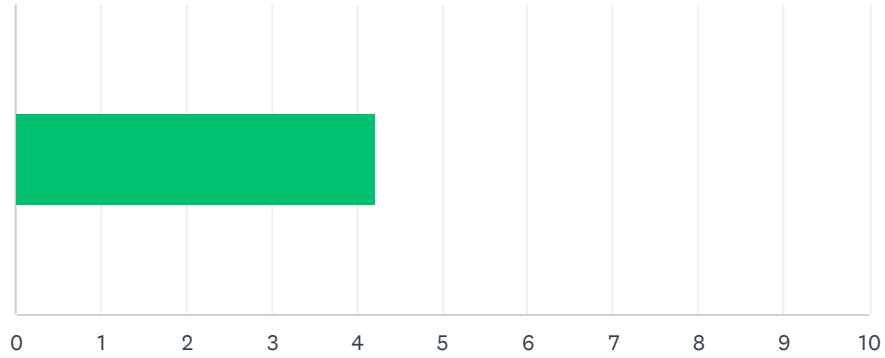
## Q10 Please Provide any Public Comment you have around Timber Harvest

Answered: 21 Skipped: 10



## Q11 Do you agree with the language in the plan relating to road maintenance?

Answered: 26 Skipped: 5



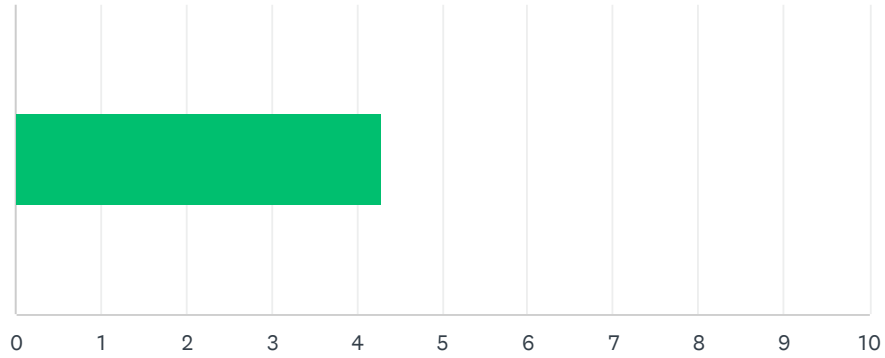
ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	4	110	26
Total Respondents: 26			

**Q12 Please provide any public comment you have around road maintenance.**

Answered: 13 Skipped: 18

## Q13 Do you agree with the language in the plan relating to Timber Stand Improvement?

Answered: 27 Skipped: 4



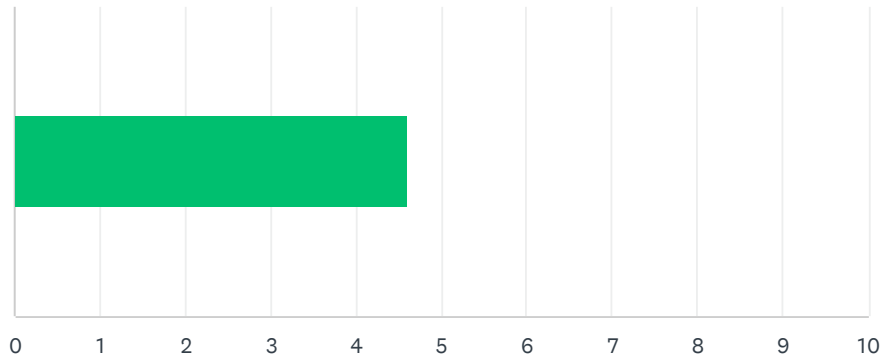
ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	4	116	27
Total Respondents: 27			

## Q14 Please provide any public comment you have around Timber Stand Improvement

Answered: 15 Skipped: 16

## Q15 Do you agree with the language in the plan relating to Planting?

Answered: 25 Skipped: 6



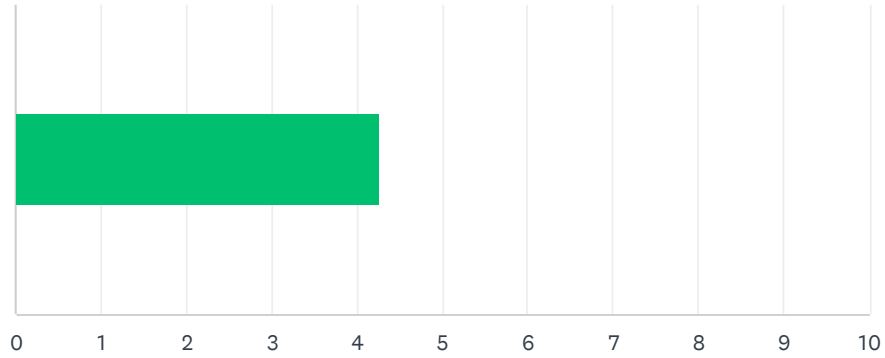
ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	5	115	25
Total Respondents: 25			

## Q16 Please Provide Public Comment Regarding Planting

Answered: 9 Skipped: 22

## Q17 Do you agree with the language in the plan relating to Access and Fire Management Activities?

Answered: 26 Skipped: 5



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	4	111	26
Total Respondents: 26			

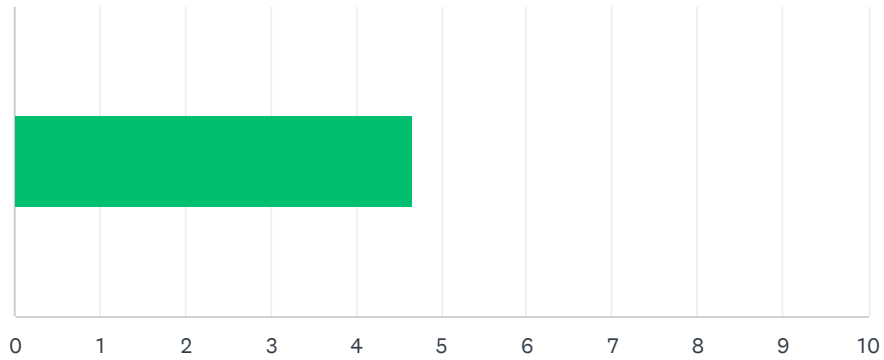
## Q18 Please Provide Public Comment Regarding Access and Fire Management.

Answered: 12 Skipped: 19



## Q19 Do you agree with the proposed Stream Buffer Policy?

Answered: 25 Skipped: 6



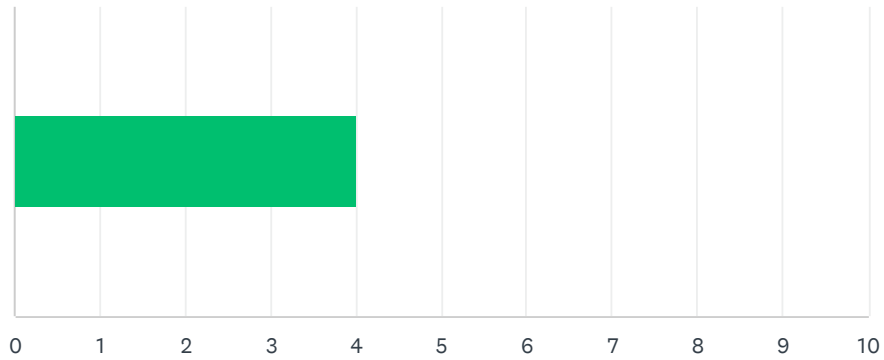
ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	5	117	25
Total Respondents: 25			

**Q20 Please provide public comment regarding the proposed Stream Buffer Policy.**

Answered: 11 Skipped: 20

## Q21 Do you agree with the proposed Harvest Levels Policy?

Answered: 26 Skipped: 5



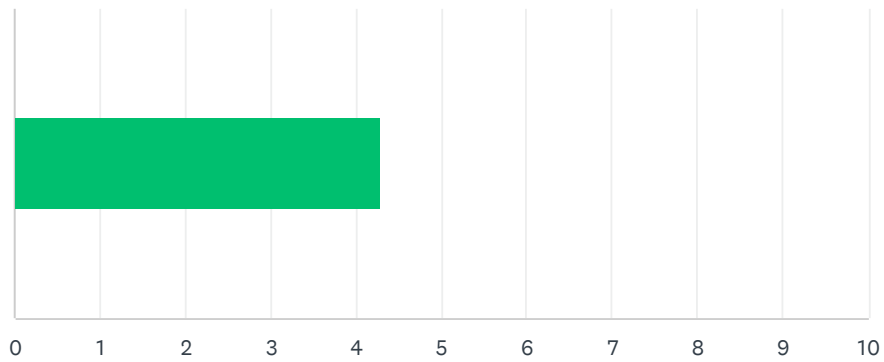
ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	4	104	26
Total Respondents: 26			

**Q22 Please provide public comment regarding the proposed Harvest Levels Policy.**

Answered: 15 Skipped: 16

## Q23 Do you agree with the proposed Opening Size Policy?

Answered: 24 Skipped: 7



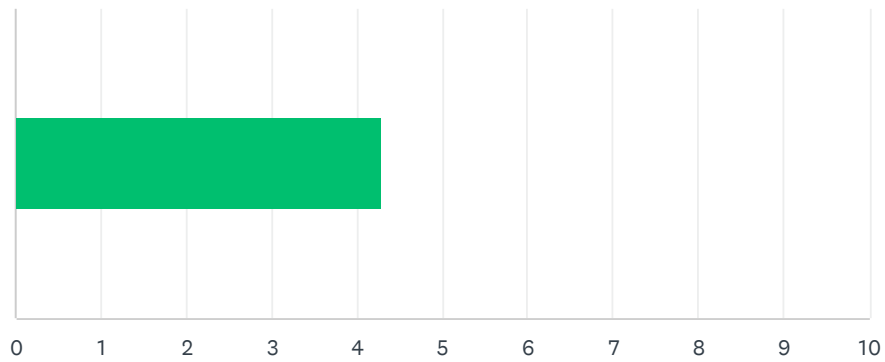
ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	4	103	24
Total Respondents: 24			

## Q24 Please provide public comment regarding the proposed Opening Size Policy.

Answered: 10 Skipped: 21

## Q25 Do you agree with the proposed Tree Retention Policy?

Answered: 25 Skipped: 6



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	4	107	25
Total Respondents: 25			

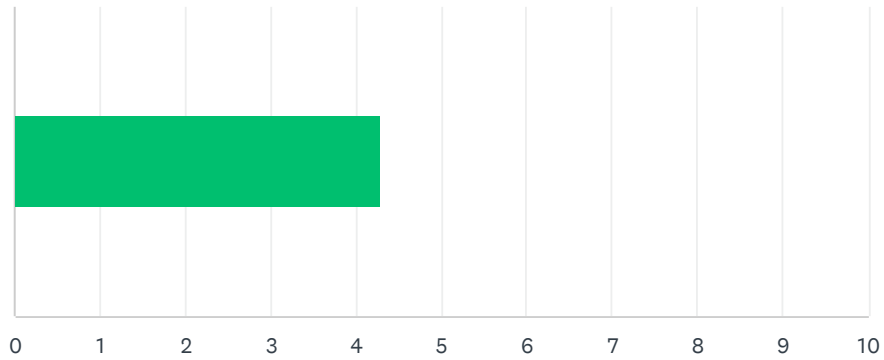
**Q26 Please provide public comment regarding the proposed Tree Retention Policy.**

Answered: 7 Skipped: 24



## Q27 Do you agree with the proposed Road Maintenance Policy?

Answered: 25 Skipped: 6



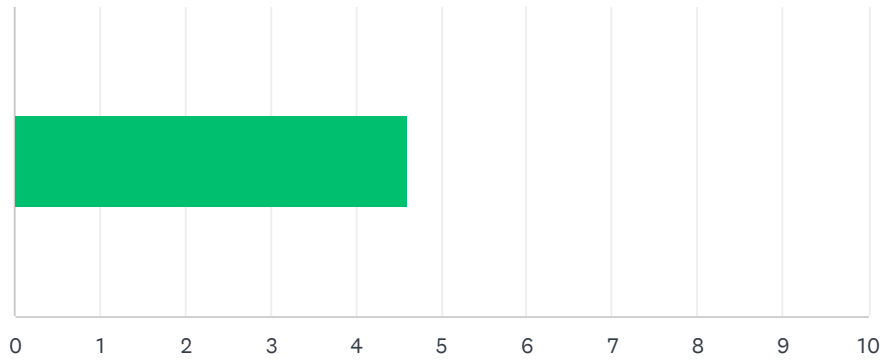
ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	4	107	25
Total Respondents: 25			

**Q28 Please provide public comment regarding the proposed Road Maintenance Policy.**

Answered: 11 Skipped: 20

## Q29 Do you agree with the proposed Invasive Species Policy?

Answered: 26 Skipped: 5



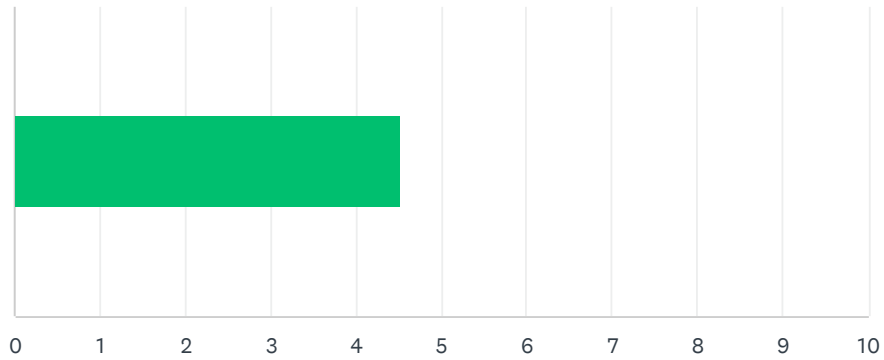
ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	5	120	26
Total Respondents: 26			

**Q30 Please provide public comment regarding the proposed Invasive Species Policy.**

Answered: 8 Skipped: 23

### Q31 Do you agree with the proposed Forest Chemical Use Policy?

Answered: 25 Skipped: 6



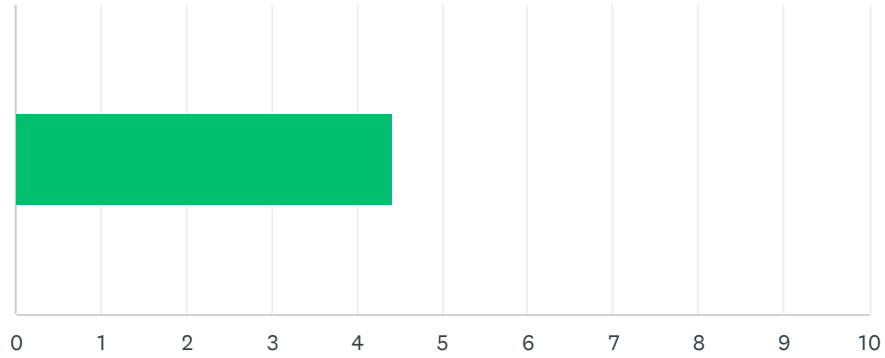
ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	5	113	25
Total Respondents: 25			

**Q32 Please provide public comment regarding the proposed Forest  
Chemical Use Policy.**

Answered: 10 Skipped: 21

### Q33 Do you agree with the proposed High Conservation Value Forest Policy?

Answered: 24 Skipped: 7



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	4	106	24
Total Respondents: 24			

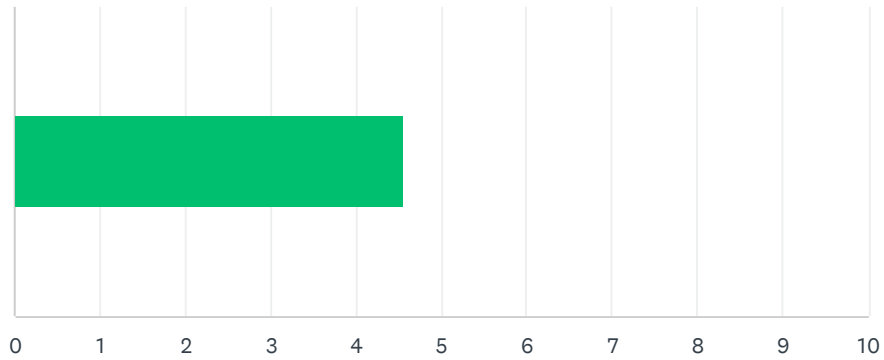
**Q34 Please provide public comment regarding the proposed High Conservation Value Forest Policy.**

Answered: 7 Skipped: 24



### Q35 Do you agree with the proposed Steep Slopes Policy?

Answered: 25 Skipped: 6



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	5	114	25
Total Respondents: 25			

**Q36 Please provide public comment regarding the proposed Proposed Steep Slope Policy.**

Answered: 9 Skipped: 22

**Multi-Resource Management Plan**  
**Public Comments based on a Community Developed Survey – January 11, 2023**

The following is submitted to the Arch Cape Water District Board in response to their request for public comments on the posted version of their Multi-Resource Management Plan. It is also being copied to the Oregon Department of Forestry / Forest Legacy Program (ODF/FLP) as their December 2, 2022 email states: “A public review and comment process is not required by FLP or ODF. However, we recognize the value in a public process for publicly owned lands.”

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**Executive Summary of Public Comments**

ODF/FLP requires that a Multi-Resource Plan be developed for the Watershed and submitted for their approval. The Board posted a version of this Management Plan for public comment. Here are the comments from 71 rate payers and property owners responding to a Community Survey. Individual comments are also contained in the detail below.

A. Public Access:

It is interesting to note that in the version of the Management Plan that is posted for Public Comment, the ‘Public Access’ section is not contained in the Table of Contents of that Plan and ‘Public Access’ is the only section of the Plan on which no Public Comments were requested by the Board, even though it is a required section by ODF/FLP.

In the version of the ‘Public Access’ section that was submitted to the Board by the Board-appointed Forest Advisory Committee, the Committee recommended input from the Arch Cape ratepayers and property owners. A Community Survey was used to gather input. Based upon the results of the Community Survey, rate payers and property owners of Arch Cape request that;

1. The Board revise the proposed Public Access section of the Multi-Resource Management Plan so that it restricts Public Access and Recreation to OUTSIDE of the Source Water Protection Area and does not allow e-bikes.
2. The Board consider the 32 individual public comments that were submitted.
3. The Board direct that further Committee work be used to determine if horseback riding and hunting will be allowed, and a revised version of the Management Plan can be submitted to ODF/FLP, if required, at a later time.

## B. Financial Management:

The Multi-Resource Management Plan calls for financial reporting and controls. Since financial reporting and controls are not in place even after 6 months of ownership of the Watershed, Arch Cape rate payers and property owners have no visibility into the current year's operating budget and no visibility into the financial viability of operating the Watershed in the short term, mid-term and long term. A Community Survey was used to gather input on the Management Plan and this current situation. Based upon the results of the Community Survey, rate payers and property owners of Arch Cape request that;

1. Immediately, the Board develop the financial controls and reporting to show the current operating costs that are being incurred and how they are being / will be paid.
2. Within the next 6 months, the Board develop a reasonable 10-year operating plan / financial plan with 2 scenarios; a logging scenario and a no-logging scenario;
3. In both 10-year scenarios, identify how any operating costs shortfalls are to be addressed.
4. The Board gather feedback from Arch Cape rate payers and property owners about which scenario to pursue and then formalize the operating/financial plan using that scenario.
5. The Board consider the 30 individual public comments that were submitted.

### **Detail: Community Survey Methodology, Assessment and Charted Results**

#### Methodology

A 15-question Community Survey (2 qualifying demographic questions, 5 questions plus open ended comments pertaining to Public Access & Recreation, 3 questions plus open ended comments pertaining to Financial Management and optional email address) was developed, tested, and refined by 8 community members. [Click here for Survey](#). The survey was posted on the archcapeforestconversations.com web site. An email was sent to 263 email addresses for Arch Cape Community members (registered voters, rate payers and tax payers) inviting them to complete the survey.

84 surveys were completed. For a completed survey to be valid, the response had to contain a person's name, an address or identifying lot number in the Arch Cape Water District and additional information than just demographics. 13 responses did not meet this criteria and were excluded. 71 responses remained. The results below reflect those responses.

#### Public Access & Recreation

The Oregon Department of Forestry / Forest Legacy Program (ODF/FLP) requires that Public Access and Recreation be included in any Multi-Resource Management Plan that is submitted to them. Per the ODF Contracting Officer in a December 2, 2022 email, "Public access and recreation should be included in the management plan." Page 54 of Section 3 - 'Public Access',

of the Board's proposed Multi-Resource Management Plan is the section that is intended to meet that ODF/FLP requirement.

The Board tasked the Forest Advisory Committee to develop the recommended Public Access section of the Management Plan. During the deliberations of their final meeting before submitting that section to the Board, the Committee could not come to consensus on; 1) In what part of the Watershed should public access and recreation be allowed, and 2) Whether e-bikes, horseback riding and hunting should be allowed. So, with one member of the Committee abstaining, the Forest Advisory Committee submitted to the Board their recommendations for the wording of the Public Access section as; *"This is not a public access plan. Public access will be decided upon separately by the board of the water district with input from Arch Cape ratepayers and property owners."*

At their subsequent Board meeting, the Board revised the Public Access section, without input from the Forest Advisory Committee and without input from the Arch Cape rate payers and property owners, as follows; *"In the meantime, the legacy public access policy of past landowners will remain in place, as posted on the gates."* The Multi-Resource Management Plan was then posted for Public Comments.

For some reason, the "Public Access" section was not contained in the Table of Contents of the posted Management Plan and it was the only section on which no Public Comments were requested.

The intent of this part of the Community Survey is to provide Public Comments to the Board on the 'Public Access' section of the Management Plan. 4 of the 5 questions relate to the specific issues upon which the Forest Advisory Committee could not reach consensus.

***Based upon the results of a Community Survey to gather input from the Arch Cape ratepayers and property owners, as recommended by the Forest Advisory Committee in their version of the Public Access section of the Management Plan, rates payers and property owners request that;***

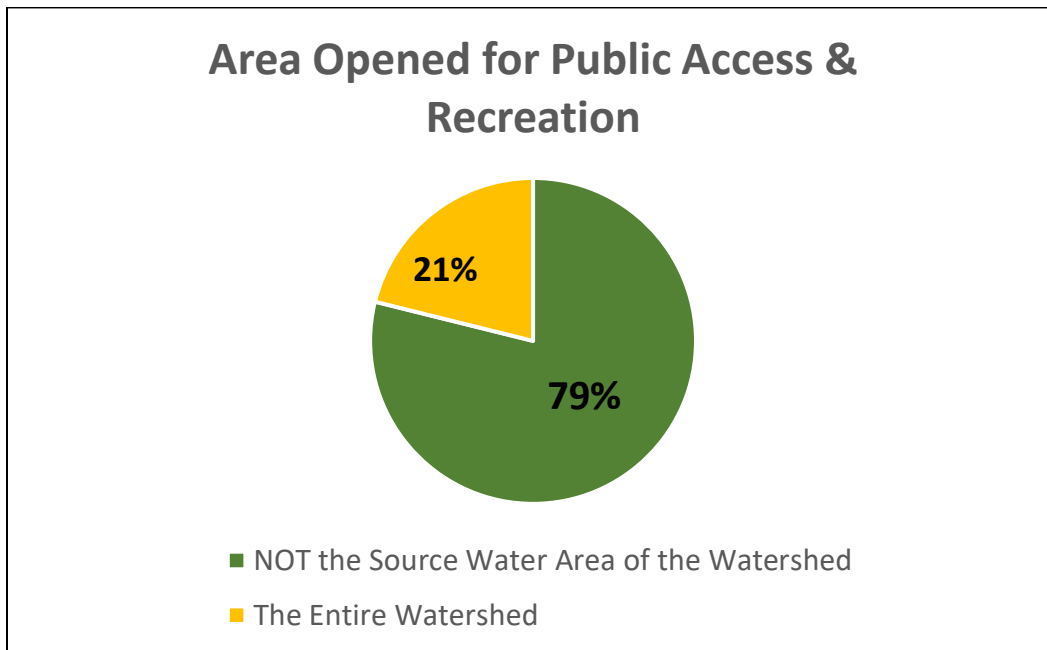
- 1. The Board revise the proposed Public Access section of the Multi-Resource Management Plan so that it restricts Public Access and Recreation to OUTSIDE of the Source Water Protection Area and does not allow e-bikes.***
- 2. The Board consider the 32 individual public comments that were submitted.***
- 3. The Board direct that further Committee work be used to determine if horseback riding and hunting will be allowed, and a revised version of the Management Plan can be submitted to ODF/FLP, if required, at a later time.***

### Charted Results

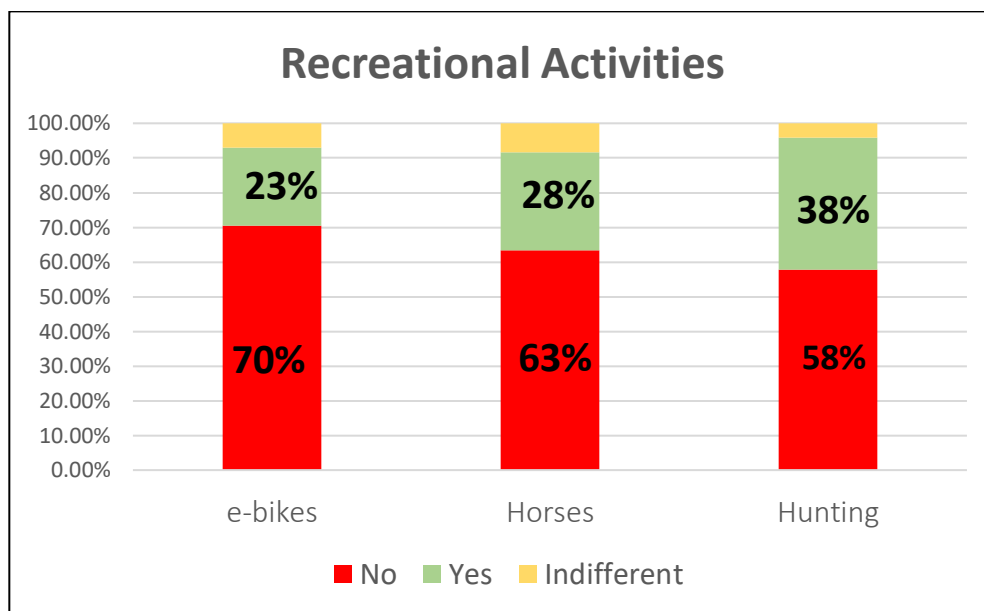
For survey questions 1 & 4 below, the responses indicate that the ratepayers and property owners prefer restrictions in how the Watershed is managed, so as to protect the quality of the source drinking water. These restriction appear to be consistent with ODF/FLP policy per the December 2, 2022 email; *"As we discussed it is pretty easy to start to identify what would be inconsistent with the purposes-i.e., complete restrictions on public access and forest management-however,*

there is a range of management objectives and actions that would all be consistent with FLP. This is what the District needs to define in the management plan and for ODF to determine if the overall intended management and use of the property is consistent with the purposes of FLP and the purpose of the Arch Cape acquisition.”

1. There was very strong agreement (79%) that the Source Water Protection Area of the Watershed should NOT be open to public access and recreation.

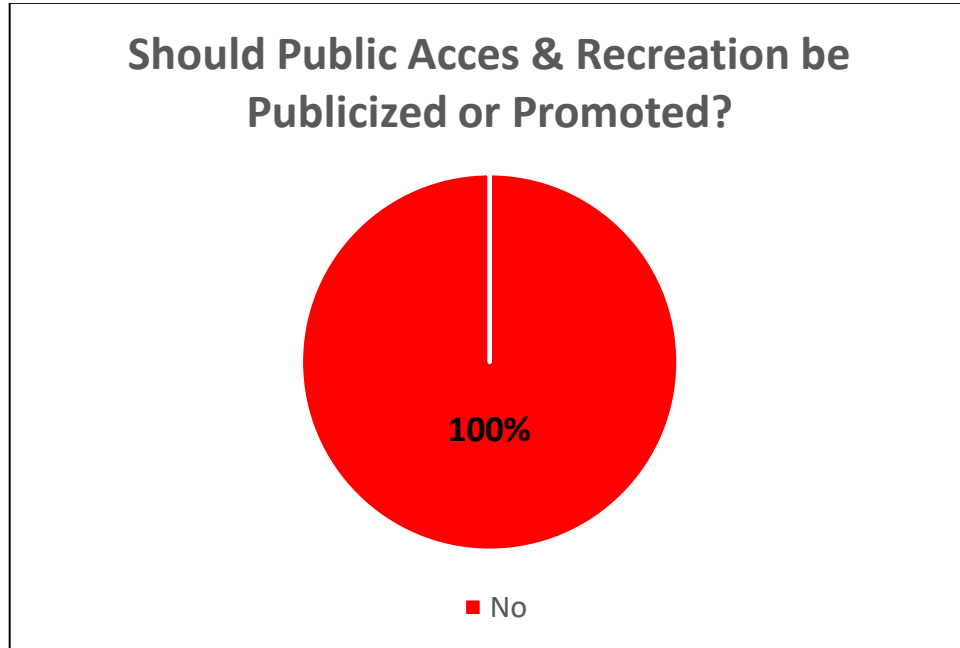


- 2-4. There was a strong agreement to limit recreational activities to protect the quality of source drinking water.



**5. NO respondent wanted Public Access & Recreation in the Watershed to be Publicized or Promoted in any Way.**

Per the December 2, 2022 email; “Promoting the property is not required.” & “FLP/ODF are not requirement [requiring] NPS [National Park Service] involvement in access.”



**Individual Respondent Comments on Public Access & Recreation**

1. Dogs are allowed
2. Access should follow the permit-based model used by other neighboring private timberlands owned by Lewis-Clark, Weyerhaeuser, etc. A limited number of permits could be issued, or the very need to have a permit will self-restrict traffic, as well as provide data to the Forest Board on volume and type. Should any additional hunting access restrictions be enacted they must be coordinated with ODFW, to ensure that the Forest's objectives align with wildlife resource management. Hunting provides a necessary component to wildlife management plans. Public access and recreational uses need to be public, but not necessarily publicized or promoted. Signage needs to be maintained at all entry points.
3. Why is public access needed?
4. Our primary mission in purchasing this forest is clean water. My personal concern is to encourage as LITTLE invasion of the flora and fauna in the whole watershed area. I do not feel that ANY of the watershed(inside or outside the water source area) should be PROMOTED for human access. Period

5. I think we need to kick NPS out of the public access meetings. Their goal for this property is not consistent with the overall community's wishes.
6. I think the main thing is to keep usage as low as possible. If we could keep it really low, then it might be OK to allow hiking in the drinking water source area. If it increases above that, then it should be restricted to areas outside the drinking water source area
7. Keep to a minimum.
8. eliminate the easement to the rain forest area
9. There are multiple areas other than this watershed area that the public can use for recreation. Protecting the water by keeping humans out is essential.
10. The Board and its management team imposed this project upon the community using threats to the source water and its availability. It's time we hold them accountable to protecting this by closing off entirely the source water protection area.
11. NO PUBLICIZED OR PROMOTED INFORMATION ON RECREATION NO MATTER WHAT THE FINAL CHOICE IS. Way too much liability. We are a water district, not a free Disneyland for the public. Who pays?
12. Hiking, yes. But nothing more invasive.
13. My wife and 2 boys are avid outdoor enthusiasts. We'd love the opportunity to hike, mountain bike in the recreational area. We have a dog as well and would like to allow dogs in the area. Dog poop bags should be provided to decrease dog waste in the water sources area.
14. E-bikes should be restricted to "pedal assist", I believe that is considered class 1. Public to the entire watershed has been allowed for 50 years or more and we have clean, safe, and even "award winning" water. We do not need to restrict public access to this area - at least not at this time or in the near future. Many restrictions would come with increased use. If we had 1000 people a day hiking through the watershed we would have a problem - having a few people a week hike through is not a problem. We may need to change access policy 10, 20, or 50 years in the future but not today.
15. I feel we should go very slowly in allowing human activities here. Beyond hiking, we should let animal populations grow, and nature rest and regenerate.
16. Keep it how it currently is set up, just allow e-bikes for folks with limited mobility but like to ride. Given how nuts all the other trails and day use parks are around us we do not want to add more parking or trails.
17. Horses / trailers can take up a LOT of parking space. While indifferent to horseback riding itself, the parking accommodation must be elaborated upon
18. Public access should be very limited.
19. I think the trail maps and rules should be posted on a local site, but not promoted.
20. The rate payers should be the only individuals allowed access.



21. I do not want to see the arch cape watershed being used as a "bridge" connecting state parks and nclc rain forest. I really hope that we can keep our watershed just as it is, a watershed, with a maturing forest and some old logging roads throughout.
22. Access should be for those who pay into the Arch Cape Water District exclusively.
23. I think these surveys are a great tool to figure out what the community wants, but I worry that without adequate understanding of the impacts (or lack thereof) on water quality, erosion, etc. this will lead to more restrictive policies than is needed. It is also my belief that we should be striving to maintain a recreation policy similar to the one that has existed there in the past. Too much change to rec. policies will bring confusion and increased need for security which the management team is not prepared to supply adequately.
24. No public access at all. Close property entirely.
25. I do not think any recreational access should be allowed. added expenses and liability issues.
26. There is no established parking area and I'm not sure if there is any place to put one. Unless there is and there is access to it from 101 promoting the hiking trails could easily lead to increased traffic on the side roads and unauthorized parking on private property.
27. The forester says that no other municipal owned watershed is open to the public and that recreation will have a negative effect on water quality. So, if we bought the watershed to improve water quality, why does the Board's plan allow for recreation in the source water area?
28. I think it is important to separate our forest from NCLC. We have entirely different needs. The national park services should not be involved in the decisions to be made by the Arch Care Water District for the Watershed that we own. We can make these decisions without their involvement.
29. Our support for acquisition of the forest area was based on the understanding that we would be protecting the watershed and the natural resources, not creating a tourist attraction. We strenuously object to promoting the area for recreational use.
30. Would like the community property owners to have a say in the public access and recreation plan
31. Dogs should be allowed in the area and not controlled by North Coast Land conservancy!
32. I would like all areas including the drinking water source area open to scientific research. Examples could be US Fish & Wildlife, Oregon State University's Oregon Bee Atlas, Oregon Dept of Agriculture, etc. Scientific research that supports professional organizations.

## Financial Management

### Background

Financial Management relates to those sections of the Multi-Resource Management Plan that address Watershed operating costs, revenue sources – including logging - and related financial controls & reporting. The plan for harvesting / not harvesting is not only a key component of Financial Management, but is a required section of the Management Plan per the December 2, 2022 email from ODF;

December 2, 2022 email: *“The Management Plan might not include harvests for the timeframe of the plan but this should be based on the objectives of management. The management should not restrict harvests during a time period because harvests are a tool that may be needed in unforeseen circumstances even if they are not planned, such as for fire/wind salvage. Any policy that restricts the ability to conduct forest management activities would be counter to the purposes for which the property was enrolled in FLP.”*

Section 2, page 17 of the Multi-Resource Management Plan is the ‘Governance Section’. That section states; *“Arch Cape Forest will be established as a separate distinct business unit. As such, the Arch Cape Forest will maintain separate financial controls and reporting. These will include business unit specific long-range operating & financial plans, annual budgets, bank accounts, and financial reporting (e.g., balance sheet, income statement, and cash flow statement).”*

Section 4, page 41 of the Multi-Resource Management Plan is the section ‘Timber Harvest’. That section states; *It is the recommendation of the Advisory Committee to not commercially harvest in the Arch Cape Forest. This must be balanced against the financial reality of community forest ownership and stewardship.”*

Section 5, page 62 of the Multi-Resource Management Plan is the section ‘Harvest Levels’. That section states; *“The remaining 67% of the property will be harvested at a rate of approximately 3% per year, based on current standing inventory, with the rate updated to reflect a normalization of age distribution over the initial 20 years of ownership.”*

### Assessment

The Watershed has been owned by the Water District for over 6 months. As yet there is still not an operating budget for the current year that shows all anticipated lines item costs along with revenue sources for those items, much less long-term operating plans / financial plans (similar to what was contained within the previous Financial Plan that is no longer posted on the District’s web site). As such financial controls and reporting, as called for in the Governance section of the Management Plan, are not in place.

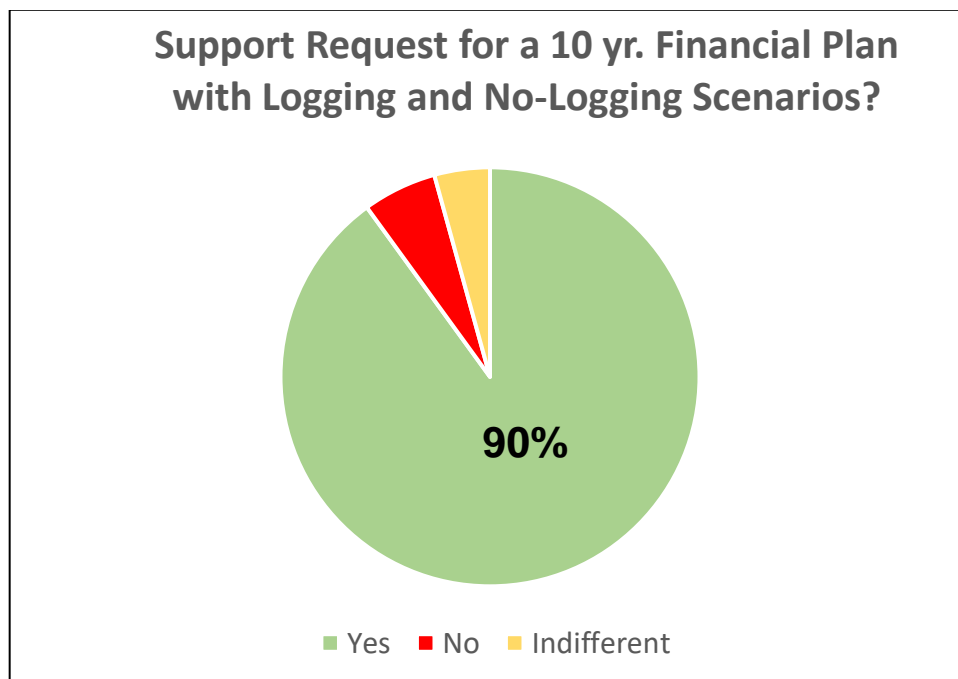
The previous Financial Plan called for logging in 2023 and 2024 and, without it, an operating shortfall was projected to start 2029. The Multi-Resource Management Plan is not clear about whether or not logging is intended within the scope of this Management Plan.

*Since financial reporting and controls are not in place, there is no visibility into the current year's budget, and there is no visibility into the financial viability of operating the Watershed in the short term, mid-term and long term. A Community Survey was used to gather input on the Multi-Resource Management Plan and this current situation. Based upon the results of the Community Survey, rate payers and property owners of Arch Cape request that;*

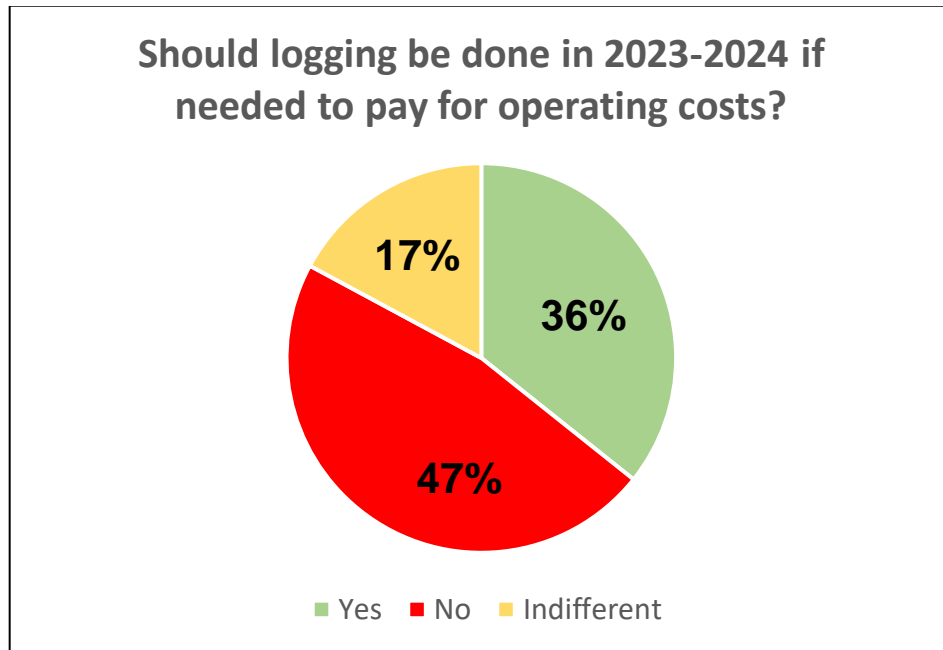
- 1. Immediately, the Board develop the financial controls and reporting to show the current operating costs that are being incurred and how they are being / will be paid.*
- 2. Within the next 6 months, the Board develop a reasonable 10-year operating plan / financial plan with 2 scenarios; a logging scenario and a no-logging scenario;*
- 3. In both 10-year scenarios, identify how any operating costs shortfalls are to be addressed.*
- 4. The Board gather feedback from Arch Cape rate payers and property owners about which scenario to pursue and then formalize the operating/financial plan using that scenario.*
- 5. The Board consider the 30 individual public comments that were submitted*

#### Charted Results

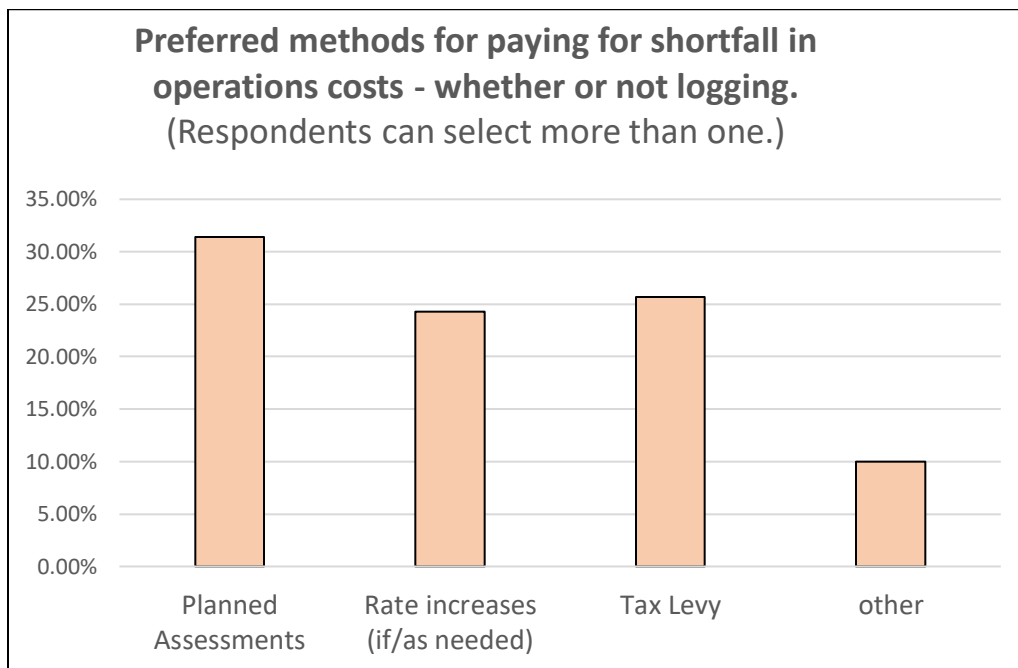
- 1. There was almost unanimous agreement (90%) that a 10-year financial plan with a logging and a no-logging scenario be developed.**



2. Arch Cape rate payers and lot owners are split between whether or not to log. Individual comments note that the information from the 10-year financial plan is required to make a more informed decision.



3. Different alternative payment methods are acceptable to different Arch Cape rate payers and lot owners. Individual comments note that the information from the 10-year financial plan is required to make a more informed decision.



## Individual Respondent Comments on Financial Management

<p>1. A bond levy would be preferable to rate increases though both may be needed in combination. Two problems with a bond levy: a General Obligation bond can't be used for ongoing maintenance; and I think it's unlikely a bond measure would pass unless the voters were satisfied that all alternatives had been thoroughly explored. One of those alternatives is fund-raising. There are some deep pockets in this community, some of which could be tapped. There are also local, statewide, and national environmental organizations that need to be approached to see where there's interest in supporting a local water district that takes a forest out of the logging game. It's important to determine whether a fund-raising campaign could produce all or a significant share of what's needed to reduce or eliminate the burden on Arch Cape residents and property owners.</p>
<p>2. How many other sources of financial assistance beyond hitting up owners/ratepayers for shortfalls have been explored?</p>
<p>3. Would that levy amount to about 12 dollars a month?</p>
<p>4. Has the Board done any survey for endangered species? Logging should only be permitted in the non-restricted areas</p>
<p>5. Somebody has to pay the piper. Rate payer/increases place the burden on the most benefited. Tax levies presumably broaden the burden across a greater audience, but run the risk of being voted down by those outside the benefit. A pay-for-play permit model for access/recreational use could be used to offset the costs of enforcement, but also some additional portion of costs for road maintenance, improvements, etc. Logging would preferably be done in areas that are furthest away from neighborhoods, and of course, in fashions that are equally beneficial to the ecology and wildlife as they are to the funding of the needed revenue stream.</p>
<p>6. All of this is mute UNTIL we gain a realistic perspective on a non-logging financial scenario vs an updated logging one. Road assessments, current timber prices and inflation all play into it BUT let's get going and create this comparison.</p>
<p>7. See comments above. Figure out other funding sources, rather than adding to community burden.</p>
<p>8. We should remain flexible until we have the results in from the assessment in #9. Any logging, of course, should follow the precepts in the book "Ecological Forest Management" by Franklin et al.</p>
<p>9. Reduce the scope of the project to only include items and actions that support protection and continuation of our water source. Simplify governance plan to minimize costs, bureaucracy and kingdom building.</p>
<p>10. The District should not be allowed to impose any rate increases or further dues on the rate payers for this project for numerous reasons however, I'd site the fact that we never got to VOTE on accepting the project to begin with which should have included in its comms. package to the public that should we vote yes, future rate increases or taxes would be required to pay for it. Again, the board and the management team need to be held</p>

accountable for this, and the rate payers bailing them out by funding the project only enables there decision and decisions to continue.
11. Unbelievable that the board did not determine these costs! Why should tiny, little Arch Cape water users be on the hook for this!
12. The connection with NCLC looks very dodgy and it looks like we got taken by them to buy some property that they wanted access to without buying it themselves.
13. How would a tax levy be calculated to the property owners in Arch Cape? Street front, lot size, lot location.
14. Even if we do some logging to assist with expenses it will have less impact than if the land was owned by a commercial timber company. Considering that the land had not purchase cost our need for logging to produce revenue should be far less than what would be required by a commercial timber company.
15. The climate has changed. The trees here are stressed die to less rain...and many in the region have died. Do NOT cut our live, healthy trees. Let them grow naturally & get some of that State money for carbon sequestering!
16. Opening up ratepayers to potentially large amounts of debt in order to do "eco-logging" and fantasy tourism is irresponsible in a fiduciary sense.
17. I favor logging only when it meets the goal of returning the forest to a more natural state.
18. Ask the board members who approved this debacle to leave their estates to the water & sewer district.
19. I am fundamentally against logging a preserved watershed. I think it is important to talk about all options in depth, and be open to feedback for best solutions financially.
20. There is no situation in which the board will make a sound choice. Spend no money, let time go by. They should have gotten approval ahead of time.
21. Have current assumptions on pricing been used or are the numbers still pre-COVID? Costs have increased substantially and revenue from log sales has stagnated and fallen a bit. Does the plan take this into account?
22. any additional operational costs should not be shouldered by the rate payers since they were effectively excluded from the decision to buy this forest. perhaps the few people who are responsible for the unnecessary purchase of the forest should pay any shortfall costs.
23. More transparency and openness to public comment. Share options with rate payers with full disclosure and details to build trust and support.
24. Why has the Board not updated the financial plan and kept it current? There isn't even a budget for this year and the forest was purchased in June. How are expenses being paid
25. The board needs full transparency
26. These numbers aren't meaningful to me as presented. Without some estimate of the impact on an average water / sewer bill, or an estimate of dollar impact of a proposed tax levy, I don't have the data I need to make a decision.

- |  |
|--|
| 27. I would like to have a no logging financial plan to consider.  |
| 28. I would like to have an option for a no logging financial plan to consider.  |
| 29. It doesn't look like any commercial harvesting will generate enough funds to offset expenses and the only positive would be jobs, hopefully for local people and grooming the forest towards a legacy forest. This may be why no commercial company wanted it; too expensive to maintain, doesn't scale out to profits. I have no idea how to project costs twenty or thirty years ahead, tossing in possible grants and donations which is why I have consistently voted for the least amount of intervention as possible, even understanding the desire to generate an old growth stand.. It's all about the money in the coming months. |
| 30. A Tax levy is more equitable as it spreads out the costs to the lot owners who are not yet using water resources. I am for logging only if the mother trees are identified and left alone and if a professional assessment was done to understand what trees can be logged with old growth forest health in mind.  |

**Individual Respondent General Comments to the Board**

- |   |
|---|
| 1. We bought our property in Arch Cape for many reasons, but also ones that were tied to being able to access the forest behind our home for hiking, biking, hunting, wildlife viewing, and general coastal forest experience. We do not want to see any of those previous opportunities become removed from us. We support sustainable forest management practices including logging, as even logging provides critical habitat for a diverse wildlife population, catastrophic fire risk reduction, not to mention the necessary revenue streams to cover the costs to preserve the Forest into the future. |
| 2. Why is National Park Service involved in logging and public access?  |
| 3. As this Forest management process proceeds, I truly hope that this survey, with its validity and integrity, is strongly listened to, and included in the decisions that are upcoming. It is thoughtful voice of a majority of Arch Cape residents.   |
| 4. How about a \$30 annual user fee for people accessing/using forest as a way to supplement operations and costs. Find additional grant funds to offset forest mgt costs. Lessen funds allocated for forest mgt professionals to plan...let some of the seriously qualified community professionals, who have already volunteered to assist the board, prepare and operate the forest mgt plan.  |
| 5. I'd like the Board to know that the project itself of preserving a town water source is wonderful and that I support it however, all trust has been lost in them and management with how this was, and currently is still be undertaken. No confidence in the leadership anymore.  |
| 6. I would like to see access to the land remain much as it has for the last 50 or more years, meaning walk in access, no camping, and access to the entire site. We can restrict this sometime in the future if required due to increased use. I do not want to see improvements   |

<p>such as parking, bathrooms, picnic tables, etc. I do not want to see promotion that will attract more people, instead leaving it as more mostly undeveloped coast range land that allows non-motorized access with no overnight use. Prohibit access during times of high fire danger as is common with coastal forests.</p>
<p>7. Any logging (or "thinning") in our forest threatens our water, our fire safety &amp; the climate. There are much better ideas!</p>
<p>8. As district supporters we should be involved in every discussion every decision, we are available by mail and email. Making decisions without public input is outrageous and shameful in a small district as ours.</p>
<p>9. What is the long-term and short-term management team look like? Is it Chris, Pat, and Clark? Will they be making the management decisions AND hiring contractors, submitting notifications with the state, hiring auditors to ensure work is done correctly, managing security, working with any certification program, ensuring water, soil, and environmental protection? Forest management is more than just making the decisions, who is going to do the work of ensuring that the forest is managed to the standards that it should be? You bought this forest, you have to manage it. You cannot expect volunteers to be able to understand the intricacies of forestry without the training and experience. This forest will always require management and work regardless of the level of harvest.</p>
<p>10. Increased transparency and openness to hearing public concerns, questions and suggestions.</p>
<p>11. I would like the water district board to fully engage the community in decisions that impact the community.</p>
<p>12. That a community owner group would have a say in the public access and recreation plan.</p>
<p>13. I know the district has tried for wells in the past and may acquire one soon but I would still pursue that option. It could take a huge burden off of all of us and should supply lines and parts ever become an issue again, pumps and pipe are easier to get than expensive filters.</p>
<p>14. Allow scientific research in all areas. Tax levy is more equitable than increasing rates. I support logging only if an assessment of the forest has been done with biodiversity in mind.</p>





## MASTER SERVICES AGREEMENT & TERMS OF SERVICE

Updated: October 10, 2022

### MASTER SERVICES AGREEMENT

This Master Services Agreement (this “Agreement”) is by and between GIS Workshop, LLC, a Delaware limited liability company doing business as gWorks (“gWorks”), and the company, organization, or governmental entity that signs this Agreement (“Client”). This Agreement is effective as of the effective date of the last signature date within this Agreement entered into by and between the parties (the “Effective Date”).

gWorks may amend this Agreement from time to time by posting an amended version at its website, accessible via <https://www.gworks.com>, and sending Client written notice thereof. Such amendment will be deemed accepted and become effective 30 days after such notice (the “Proposed Amendment Date”) unless Client first gives gWorks written notice of rejection of the amendment. In case of such rejection, this Agreement will continue under its most recently executed provisions, and the amendment will become effective at the start of Client’s next Term (or renewal thereof) following the Proposed Amendment Date (unless Client first terminates this Agreement pursuant to Article 5, Term & Termination). Client’s continued use of the Services following the effective date of an amendment will confirm Client’s consent thereto.

### ARTICLE 1: DEFINITIONS

All capitalized terms used, but not otherwise defined, in this Agreement shall have the meanings ascribed to them in this Article 1:

1.1 “Change Order” means a written change order, which modifies an existing Ordering Document and is signed by authorized representatives of both parties. A Change Order shall be deemed to be part of the applicable Ordering Document for all purposes.

1.2 “Client Materials” means all information, content, data, functionalities, and any other materials provided to gWorks by Client, whether created by Client or a third party, pursuant to this Agreement, for the purpose of assisting gWorks with the performance of its obligations hereunder.

1.3 “Deliverable” means any item that gWorks develops, prepares for, or provides to or for the benefit of Client in the course of providing Services, including any hardware, software, or other product, as well as any data that gWorks provides to Client in connection with any Web-based Services or Desktop Services; provided, that the Web-based Services or the Desktop Services, themselves, shall not be considered Deliverables.

1.4 “Intellectual Property” means all or any: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill

associated therewith; (c) copyrights, copyrightable works (including, without limitation, computer software programs, documentation, algorithms, program code, Specifications, reports, and designs), mask works, and rights in data and databases; (d) trade secrets, knowledge, know-how, techniques, ideas, concepts, and other proprietary information; and (e) all other intellectual property rights, in each case whether existing prior to the date of this Agreement or whether developed in the course of each party's performance of its obligations under this Agreement, whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world.

1.5 "Order" means a written agreement identified as an "Order" signed by an authorized representative of Client that sets forth Services and fees for such Services and that incorporates this Agreement and the applicable SOW(s).

1.6 "Ordering Documents" means the Order(s) and SOW(s).

1.7 "Services" means any services rendered by gWorks to or for the benefit of Client, as described in an Ordering Document. Services specifically include any Web-based Services or Desktop Services and any Professional Services that are rendered by gWorks to or for the benefit of Client.

1.8 "Specifications" means the specifications and functionalities to which the Deliverables shall be developed by gWorks, as set forth in an Ordering Document.

1.9 "SOW" means a statement of work or other similar document incorporated into an Order that sets forth the particular Services to be rendered and Deliverables to be developed by gWorks on behalf of Client, the schedule for the delivery of the Services and Deliverables, the respective obligations of the parties, and other relevant information pertaining thereto.

1.10 "Web-based Services" means any gWorks internet-based application, geospatial system, or website or mobile application that the Client has subscribed to by Ordering Document or that gWorks may otherwise make available to the client, and developed, operated, and maintained by gWorks, accessible via <https://gworks.com> or subdomain, <https://frontdeskworks.com> or subdomain, or another designated URL, and may have ancillary products and services, including website hosting and data storage and support services, that gWorks provides to the Client.

1.11 "Desktop Services" means any gWorks desktop-based applications and related support services that the Client has licensed to by Ordering Document or that gWorks may otherwise make available to the Client, and developed, furnished, and maintained by gWorks.

1.12 "Professional Services" means any non-software application service gWorks provides to the Client, including but not limited to software implementation, software onboarding, client onboarding, time and material services, consulting, and projects of a defined scope.

## **ARTICLE 2: SERVICES; DELIVERABLES**

2.1 gWorks shall perform the Services in a professional and workmanlike manner, using qualified personnel, in accordance with the Specifications and the terms set forth in the applicable Ordering Document. To the extent that Client desires to subscribe to any Web-based Services, Client agrees to be bound by the Terms of Service attached hereto as Exhibit A. gWorks will, in its sole discretion, select personnel to render the Services, establish working hours for its personnel, use the resources and materials it deems appropriate to perform the Services, and, within the parameters set forth in an Ordering Document, determine the method, details, and means of performing the Services. gWorks may suspend the performance of Services without notice or liability if: (a) Client fails to pay any amount due to gWorks within 15 days of receiving a non-payment notice from gWorks; (b) there is any event for which gWorks reasonably believes the suspension of the Services is necessary to protect its systems or other clients, or (c) a law enforcement or third party government agency has requested such suspension. If gWorks suspends the Services based on clause (b), and such suspension lasts longer than 15 business days, then Client may terminate this Agreement or any Ordering Document upon written notice to gWorks.

2.2 gWorks shall deliver the Deliverables, along with all relevant documentation, in a timely manner, in accordance with the milestones and delivery dates set forth in the applicable Ordering Document. The parties will agree on any procedures for testing and acceptance of Deliverables in the applicable Ordering Document. Upon final payment by Client for a Deliverable and satisfaction of all outstanding payment obligations, Client shall be deemed the owner of title to such Deliverable, excluding the Intellectual Property embodied therein (unless otherwise set forth in the applicable Ordering Document), and Client will receive a royalty-free, non-exclusive license to use the Intellectual Property embodied in such Deliverable solely in connection with Client's rightful use of the applicable Deliverable, and conditioned upon Client's compliance with its obligations in this Agreement.

2.3 In the event that gWorks agrees to any changes, as may be requested by Client from time to time, to the Services, the Deliverables, or the Specifications, such changes shall be documented in a written Change Order.

## **ARTICLE 3: CLIENT OBLIGATIONS**

3.1 Client shall provide gWorks with reasonable access to Client's personnel, facilities, equipment, and Client Materials during normal business hours and otherwise as reasonably requested by gWorks, to enable gWorks to provide the Services. Except as expressly set forth in this Agreement, gWorks will have no liability for any damages incurred by Client due to a breach of the security of Client's facilities or technology. Client shall take such actions as are reasonably necessary to protect the security of said facilities and technology. gWorks shall have no liability for loss of any Client Materials. Accordingly, Client shall be solely responsible for creating and maintaining current copies of all Client Materials provided to or stored by gWorks, and storing such copies in a reasonably secure location.

3.2 Client represents and warrants to gWorks that Client has obtained all necessary authorizations and/or licenses to provide the Client Materials to gWorks and to permit

gWorks to use, reproduce, and/or modify the Client Materials, without liability to Client or any third party. Client hereby grants to gWorks a non-exclusive right and license to use, reproduce, and modify the Client Materials to the extent necessary to enable gWorks to provide the Services and develop the Deliverables.

3.3 Client shall comply with all laws and governmental regulations affecting its use of the Services and Deliverables, and gWorks shall have no responsibility therefor, including, without limitation, any responsibility to advise Client of such laws or regulations.

3.4 Client shall ensure that any hardware, applications, or software not provided by gWorks pursuant to this Agreement will function properly while using the Deliverables and Services. The failure of Client's hardware, applications, or software to so function shall not relieve Client of any of its obligations under this Agreement.

3.5 Client shall not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that appear on any software provided or licensed to Client by gWorks. Client may not reverse engineer, decompile, or disassemble any software provided or licensed by gWorks, except to the extent that the parties expressly agree in the applicable Ordering Document that Client owns all right, title, and interest in and to such software and the Intellectual Property embodied therein.

#### **ARTICLE 4: FEES AND EXPENSES**

4.1 Client shall pay gWorks for all Services and Deliverables, in the amounts, at the times, and in the manner set forth in each Ordering Document. Any payment that is past due to gWorks shall bear interest at the rate of 12% per annum or the highest rate allowed by applicable law (whichever is lower). Client shall reimburse gWorks for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts. Client shall pay all sales, use, value-added, excise, and other similar taxes (but specifically excluding taxes on gWorks' income) which result from, or are related to, the rendition of the Services or the providing of the Deliverables. Upon the execution of a Change Order, gWorks may require Client to pay for all Services and Deliverables completed from execution of the original Ordering Document to the execution of the Change Order. Client's failure to make any payment when due shall be considered a material breach of this Agreement.

4.2 gWorks reserves the right to change fees for its Services from time to time. gWorks will notify the Client at least thirty (30) days in advance with the renewal term invoice, and the increased fees will apply at the start of the next renewal term. If the Client does not agree to this increase, either party can choose to terminate the renewal term at the end of the Client's then-current term per the termination provisions in this Agreement or as set forth in the Ordering Document. Client's continued use of the Services beyond the cancellation window constitutes the Client's agreement to those changes.

#### **ARTICLE 5: TERM AND TERMINATION**

5.1 This Agreement shall be in effect from the Effective Date and shall continue until the end of the term of the last Ordering Document or until terminated in accordance with the provisions set forth in this Agreement. An Ordering Document shall be in effect from the

effective date of such Ordering Document and shall continue for the term specified in such Ordering Document, including automatic or manual renewals of Web-Based Services or Desktop Services, or until terminated in accordance with the provisions set forth in this Agreement and such Ordering Document. Unless otherwise set forth in the applicable Ordering Document, termination of any Ordering Document shall not constitute a termination of any other Ordering Document or of this Agreement. Termination of this Agreement in accordance with the provisions set forth in this Agreement shall terminate all Ordering Documents and the Terms of Service. gWorks may terminate this Agreement immediately if it reasonably believes that Client is infringing, has infringed, or is threatening to infringe the Intellectual Property rights of any third parties, or at any time when there are no currently effective Ordering Documents. This Agreement or any Ordering Document may be immediately terminated, in writing, by either party as follows: (a) if the other party breaches any material provision hereof or the applicable Ordering Document and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party; or (b) upon dissolution, insolvency, or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other party.

5.2 Termination of Desktop Services. gWorks may terminate the rights of Client under this Agreement in the event of a default by Client. gWorks' software has been designed to cease functioning in the event that the annual license fee is unpaid. Client acknowledges the existence of this feature in the software and specifically waives any claim for consequential damages, which may result. In the event of default, all unpaid Annual License Fees, product support-related fees, and any other charges payable for the entire duration of this Agreement shall, upon written notice by gWorks become due and payable. This remedy shall be in addition to any other remedy lawfully available to gWorks. In the event of termination by gWorks or by Client (as herein provided) Client shall return the program and all related materials within ten (10) days, (as provided in paragraph seven), certifying to gWorks that all copies or partial copies have been destroyed. Client shall remain liable for all unpaid charges required to be paid under this Agreement including; unpaid Annual License Fees and product-support-related fees, notwithstanding such termination. Default in respect to payment shall mean the Client's failure to pay any amount, which is past due, within ten (10) days after written notice to Client that the payment is delinquent. Default is further defined to include the following: an assignment, sale, mortgage, sublease or sublicense of the program by Client; levy of execution or attachment upon the program or any attempt to levy the same; breach of any proprietary right of gWorks (as defined by paragraph seven); of Client's breach of any of the other terms or conditions hereof. In the event of breach of default of this Agreement, Client shall hold gWorks harmless from all reasonable attorney's fees, costs and interest (at the highest rate permitted by law) arising by reason of such breach or default, from the date of the default or breach, in addition to other damages. Client shall have the right to terminate this Agreement upon thirty-(30) days written notice. In such event, Client shall be required to return the program and related materials as provided herein and shall be responsible to pay all charges required to be paid under this Agreement for the duration of the license. Client shall not have the right to terminate after Client is in breach of this contract. gWorks shall not be required, under any circumstances, to refund

any portion of the implementation or onboarding fees, the Annual License Fee, or the product support-related fees, already paid.

5.3 Termination of Web-Based Services. See Terms of Service.

5.4 Upon termination of this Agreement for any reason: (a) Client shall immediately pay all outstanding amounts it owes to gWorks hereunder; (b) Client shall immediately cease using all terminated Services; (c) gWorks may take steps to change, remove, or otherwise block Client's access to any and all Services; and (d) upon payment in full of the fees owed to it, gWorks shall deliver to Client any Deliverables, in their current form as of the effective date of termination, along with all documentation, Specifications, Client Materials and programming language in gWorks' possession. Notwithstanding the above, if, within thirty (30) days after the termination of this Agreement, or any Services, Client requests to export any data files, gWorks shall export such data files to Client, and such services will be charged at gWorks then-standard rates. Unless otherwise specified in the applicable Ordering Document, Client shall reimburse gWorks for the costs of all non-cancelable products or services procured from third parties in connection with gWorks' performance of the Services. The provisions of Articles 1, 4, 8, and 9, along with Sections 3.3, 5.2, 5.4, 10.1, 10.2, 10.4, 10.5, 10.6, 10.7, 10.9, and 10.10 of this Agreement shall survive the termination of this Agreement, to the extent applicable.

#### **ARTICLE 6: INTELLECTUAL PROPERTY**

6.1 gWorks is the exclusive owner of all right, title, and interest in and to all Intellectual Property embodied in the Deliverables, the Services, and the Specifications, and any modifications, enhancements, improvements, and derivative works therein or thereto, as well as any other Intellectual Property developed in the course of gWorks' performance under this Agreement. Client shall not take any action that weakens, deters, or otherwise negatively impacts gWorks' rights in its Intellectual Property. Client hereby assigns any and all rights it may be deemed to own in gWorks' Intellectual Property to gWorks. For purposes of clarification, upon payment in full by Client for all Deliverables and Services, Client shall own title to the Deliverables themselves, notwithstanding the fact that no proprietary rights shall accrue to Client in any Intellectual Property embodied therein or associated therewith, and Client may use such Deliverables as it sees fit, subject to Client's full and continued compliance with the terms and conditions of this Agreement. The Client will retain ownership of the Intellectual Property embodied in any Client Materials that are incorporated into such Deliverable, as such Client Materials exist at the time Client discloses or provides them to gWorks hereunder, and no proprietary rights shall accrue to gWorks in such Client Materials. Except as expressly set forth in this Agreement, nothing in this Agreement shall transfer any right, title, or interest in any of either party's Intellectual Property.

6.2 In performing a Service or developing a Deliverable, gWorks may use certain third party technology set forth in the applicable Ordering Documents ("Third Party Technology"). To the extent gWorks has the right to grant licenses to such Third Party Technology, gWorks hereby grants to Client a royalty-free, non-exclusive license to use the Third Party Technology solely in connection with its use of the applicable Deliverable, subject to any limitations imposed by the owner of such Third Party Technology. gWorks

makes no representations or warranties with respect to any Third Party Technology and shall have no liability arising out of or relating to Client's use thereof.

6.3 gWorks may from time to time arrange for Client's purchase, lease, or license of third party hardware, equipment, software, services, data, or other products not owned by gWorks ("Third Party Products"). Client's use of Third Party Products is governed by the terms and conditions of any license or other agreement between Client and the third party, and Client agrees to abide by all such terms and conditions. gWorks makes no independent representations and warranties with respect to any Third Party Products and shall have no liability arising out of or relating to Client's use thereof. Any third party warranties are the exclusive remedies of Client with respect to Third Party Products.

6.4 Grant of License for Desktop Services. gWorks grants to Client a personal, non-assignable, non-transferable and non-exclusive license to use Desktop Services solely in the conduct of Client's business, only at the locations designated by Client in the Ordering Document. Client acquires only the right to use the Desktop Services and does not acquire any legal or equitable right of ownership in the Service. This Agreement and the license granted pursuant hereto may not be mortgaged, pledged, assigned, sublicensed, leased or otherwise transferred by Client without prior written consent from gWorks. Client may not reverse engineer or attempt to derive the source code of the program.

#### **ARTICLE 7: REPRESENTATIONS AND WARRANTIES**

Each party hereby represents warrants to the other that: (a) it is validly organized, in good standing, and licensed to conduct business in each jurisdiction in which the failure to do so would have a material adverse effect on such party; (b) it has all necessary corporate power and authority to enter into this Agreement, to grant to the other party all of the rights granted hereby, and to perform its obligations hereunder; (c) this Agreement is and shall remain the valid, legal, and binding obligation of such party, enforceable against it in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency, or similar laws affecting creditors' rights or by principles of equity; and (d) the execution, delivery, and performance of this Agreement does not conflict with, or result in a breach of, any agreement, written or oral, to which it is a party or by which it or its properly is bound.

#### **ARTICLE 8: DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION**

**8.1 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, CLIENT'S USE OF ANY SERVICE OR DELIVERABLE IS SOLELY AT CLIENT'S OWN RISK. ALL SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN. GWORKS DISCLAIMS ALL WARRANTIES OF ANY KIND PERTAINING TO THE SERVICES AND DELIVERABLES THAT ARE NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. GWORKS MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR DELIVERABLES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE**

**SERVICES OR DELIVERABLES. TO THE EXTENT ANY JURISDICTION DOES NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY.**

**8.2 GWORKS' AND ITS AFFILIATES' ENTIRE CUMULATIVE LIABILITY, AND CLIENT'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, FOR ALL DAMAGES AND LIABILITIES ARISING UNDER ALL CLAIMS IN CONNECTION WITH THIS AGREEMENT, ANY ORDERING DOCUMENT, OR CHANGE ORDER, REGARDLESS OF THE FORM OF ACTION (INCLUDING, BUT NOT LIMITED TO, ACTIONS FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, RESCISSION, MISREPRESENTATION AND BREACH OF WARRANTY) SHALL NOT IN THE AGGREGATE EXCEED THE FEES ACTUALLY PAID BY CLIENT TO GWORKS UNDER THE APPLICABLE ORDERING DOCUMENT IN THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH CAUSED THE DAMAGE OR LIABILITY. IN NO EVENT SHALL GWORKS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW. REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE THE SUBJECT OF A NOTICE TO GWORKS, WITHIN 1 YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE, OR SUCH CLAIM SHALL BE FOREVER BARRED.**

**8.3** Each party, on behalf of itself and its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnifying Party") agrees to indemnify and hold the other party and each of its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnified Party") harmless from and against any and all liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses, and disbursements of any kind and nature whatsoever (including attorneys' fees), arising out of or relating to any suit, investigation, proceeding, demand, or claim by any third party (collectively "Claims") arising out of or related to (a) a violation by the Indemnifying Party of any applicable law, rule, regulation, or court order; or (b) any personal injury (including death) or property damage caused by the gross negligence or willful misconduct of the Indemnifying Party.

#### **ARTICLE 9: CONFIDENTIALITY**

During the term of this Agreement, each party (the "Disclosing Party") may provide the other party (the "Receiving Party") with certain confidential and proprietary information ("Confidential Information"). Confidential Information includes the Disclosing Party's research, financial and accounting data and projections, technical data, computer programs, customer lists and information, marketing strategies, estimated staffing requirements, know-how, any information that is marked "confidential" (or with a similar legend), any information that is orally disclosed, identified as confidential at the time of disclosure, and confirmed in writing as being confidential within 30 days thereafter, as well as any information or material which, by its nature and under the circumstances surrounding its disclosure, is generally considered proprietary and confidential, regardless of whether it is marked or properly reduced to writing. Confidential Information does not include information that (a) is publicly known at the time of its



disclosure; (b) is lawfully received by the Receiving Party from a third party not under an obligation of confidentiality to the Disclosing Party; (c) is published or otherwise made known to the public by the Disclosing Party; or (d) was generated independently by the Receiving Party before disclosure by the Disclosing Party. The Receiving Party shall not use the Disclosing Party's Confidential Information except to the extent necessary to perform its obligations under this Agreement. The Receiving Party will likewise restrict its disclosure of the Disclosing Party's Confidential Information to those who have a need to know such Confidential Information in order for the Receiving Party to perform its obligations under this Agreement. Such persons will be informed of and will agree to the provisions of this Article 9, and the Receiving Party will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them.

Notwithstanding the foregoing, the Receiving Party may disclose such Confidential Information if required or requested to do so by a governmental agency, a court or administrative subpoena, an order or other legal process or requirement of law, or in order to defend its rights hereunder. If so requested or required, the Receiving Party shall (x) first notify the Disclosing Party of such request, requirement or proposal for use in defense; (y) in the case of a required disclosure, furnish only such portion of the Confidential Information as it is advised in writing by counsel that it is legally required to disclose; and (z) cooperate with the Disclosing Party in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that is required to be disclosed. Upon the termination of this Agreement, and upon the written request of the Disclosing Party, the Receiving Party shall return all Confidential Information of the Disclosing Party which is in its possession or under its control.

#### **ARTICLE 10: MISCELLANEOUS**

10.1 During the term of this Agreement and for a period of one year thereafter, Client shall not, directly or indirectly, solicit for employment or hire any employee of gWorks with whom Client has had contact or who became known to Client in connection with this Agreement.

10.2 gWorks acknowledges that the Nebraska Fair Employment Practices Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. sections 48-1101 to 48-1125). gWorks guarantees compliance with the Nebraska Fair Employment Practices Act, and its breach of this Section shall be regarded as a material breach of this Agreement. gWorks shall insert a similar provision in its agreements with its subcontractors.

10.3 gWorks certifies that it maintains a drug-free workplace to ensure worker safety and workplace integrity.

10.4 Any notice, consent, or other communication required or permitted hereunder shall be in writing. It shall be deemed given when (a) delivered personally, (b) sent by confirmed fax or e-mail, (c) sent by commercial overnight courier with written verification of receipt, or (d) sent by registered or certified mail, return receipt requested,

postage prepaid, and the receipt is returned to the sender. Names, addresses, and fax numbers for notices (unless and until written notice of other names, addresses and fax numbers are provided in accordance with the provisions of this Section) are listed on the signature page to this Agreement.

10.5 Except as expressly stated herein, the remedies provided to the parties under this Agreement shall be cumulative and non-exclusive.

10.6 This Agreement shall be construed, interpreted, and enforced according to the laws of the State of Nebraska, without giving effect to the conflicts of law principles thereof. Any dispute arising under this Agreement will be first referred for resolution to each party's respective management designee. To the extent that the designees of the parties cannot resolve the dispute within a reasonable period of time, the parties shall consider in good faith trying to settle the dispute by non-binding mediation and/or engaging in binding arbitration. Any and all mediation and arbitration hearings shall be held in Lincoln, Nebraska, unless the parties agree otherwise. All such arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a panel of three neutral arbitrators, one selected by each party and the third (who will be the chair of the panel) selected by the other two arbitrators. The award or decision rendered by the panel (including an allocation of the costs of arbitration) will be final and binding, and judgment may be entered upon such award by any court of competent jurisdiction. Neither party shall initiate litigation with respect to any dispute until at least ninety (90) days after notice of the dispute is first given or received. In the event litigation is pursued, each party, for itself and its successors and assigns, hereby expressly and irrevocably (a) consents to the exclusive jurisdiction of the state and federal courts of the State of Nebraska, (b) waives any objection based on forum non conveniens or any objection to venue of any such action, and (c) waives any rights it may have to a jury trial.

10.7 The parties acknowledge that gWorks is an independent contractor with respect to Client. Nothing contained herein shall be construed as creating any agency, partnership, joint venture, or employment relationship between gWorks and Client. Client will not supervise gWorks. gWorks shall pay all taxes due and payable on the payments received from Client in accordance with federal, state, and local law. Client shall not withhold or pay any federal, state, or local income tax, or any other payroll tax of any kind, on behalf of gWorks. gWorks not eligible for, nor entitled to, and shall not participate in, any of Client's fringe benefit plans.

10.8 gWorks may assign this Agreement in the event of a sale of all or substantially all its assets or a merger, consolidation, or change in control of a majority of its outstanding voting shares. Otherwise, except as otherwise provided herein, neither party may assign its rights or obligations under this Agreement without the other party's prior written consent, which consent may be withheld or conditioned at the discretion of the non-assigning party. gWorks may not subcontract the performance of its obligations hereunder, in whole or in part, without the Client's prior written consent, which consent will not be unreasonably withheld or delayed.

10.9 This Agreement, including all applicable Ordering Documents, Change Orders, the Terms of Service (if applicable), and any other addenda (all of which are incorporated herein by this reference) contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous discussions, negotiations, agreements, or understandings between the parties, whether written or oral, regarding the subject matter hereof. Except as otherwise provided herein, no waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment, or modification is sought to be enforced. In the event of any conflict between the provisions of this Agreement and any Ordering Document, the Terms of Service, or any other addenda, the provisions of this Agreement will control, provided, however, the provisions of the Ordering Document will control if (i) the Ordering Document specifically references this Section 10.9 and states that the provisions of the Ordering Document will control and (ii) the provision at issue in the Ordering Document does not conflict with any provision in Article 6 or Article 8 of this Agreement. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other breach by either party.

10.10 If any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, the remaining provisions of this Agreement shall remain in full force and effect. The unenforceable or invalid provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

10.11 As used in this Agreement, “including” means “including without limitation”. The words “or” and “nor” are inclusive and include “and”. The singular shall include the plural and vice versa. References to “Articles,” “Sections,” “Ordering Documents,” “SOWs” shall mean the Articles, Sections, Ordering Documents or SOWs of or attached to this Agreement, unless otherwise expressly indicated. The headings or titles preceding the text of any Article or Section are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction, or effect of this Agreement.

10.12 If either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including, without limitation, acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, utility or communication interruptions, rejection of domain name by registration company, transportation delays, power failure, computer failure, failure of Client’s computer system, gWorks system downtime for routine maintenance, network problems, or telecommunications failure, the delay shall be excused during the continuance of, and to the extent of such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same Agreement. This Agreement may be

executed and delivered via facsimile, electronic mail, or other electronic transmission methods (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000), and the execution and delivery of this Agreement by such methods shall be deemed to be valid and effective for all purposes.

By signing this Agreement, the individual signing on behalf of the Client certifies and warrants that they are authorized to sign on behalf of the Client, agreements to the terms of this Agreement and any documents incorporated herein, and that, upon their signature, this Agreement and any documents incorporated herein will become legally binding agreement of the Client.

**GIS Workshop, LLC d/b/a gWorks**

**Client Name\*:**

Sign: *Joseph R. Heieck*

Sign:

Print Name: Joseph R. Heieck

Print Name:

Title President & CEO

Title

Date: 10/12/2022

Date:

Address: 3905 S 148<sup>th</sup> St., Suite 200,  
Omaha, NE 68154

Address:

\*For Client Name, please use the legal name of your entity, organization, or government body. For example, City of Anytown TX; Any County MD; Anytown Water District CO; Anytown Public Utility IA.

## **EXHIBIT A: TERMS OF SERVICE**

### **GIS WORKSHOP LLC, DBA GWORKS**

THESE TERMS OF SERVICE (the "Terms of Service") are effective as of the first date on which the person or entities agreeing hereto (the "Client") executes a Statement of Work or Master Services Agreement, agreeing to be bound to these Terms of Service, or otherwise indicates its acceptance of these Terms of Service by registering for and accessing the Service (as hereinafter defined) (the "Effective Date"). These Terms of Service outline the services that the Client will receive. These Terms of Service shall be a binding agreement between Client and GIS Workshop, LLC dba gWorks ("gWorks") doing business as gWorks (each a "Party" and collectively the "Parties"). The Terms of Service govern the Parties' rights and obligations with respect to the provision and access of those certain web-based and/or mobile application services (the "Service") offered by gWorks on and through its website (the "Site") for personal or business use by Client (the "Purpose"). Client acknowledges that it has read these Terms of Service carefully before

accessing or using the Site or the Service and agrees to be bound by the terms and conditions therein. To the extent gWorks makes any material changes to these Terms of Service, it shall use commercially reasonable efforts to notify and seek Client's acceptance of such changes prior to such changes becoming effective as to Client. Capitalized terms which are used but not otherwise defined herein shall have the meanings ascribed to them in the Master Services Agreement. In the event of any conflict between the Terms of Service and the Master Services Agreement executed by the Parties, the Master Services Agreement shall control.

1. **SERVICE.** Subject to Client's continued compliance with these Terms of Service, and in consideration of gWorks granting access to Client to the Site and Service in accordance with the terms hereof and the Subscription Fee (as defined below) paid by Client hereunder, gWorks grants to Client, and Client hereby accepts, pursuant to the terms and conditions set forth herein, a non-exclusive, non-transferable, non-sublicensable right and subscription to use and access the Service through the Site, solely in connection with the Purpose. All features, content, specifications, Site Deliverables, data, and layout of the Service described or depicted on, or generated through, the Site are subject to change.
2. **THIRD PARTY PRODUCTS.** Client acknowledges that the Service may include access to third party software, services, and data (collectively, "Third Party Products"). By accessing the Service, Client is agreeing to be bound by each of these third party's terms with respect to their own software, services, and data. gWorks makes no independent representations or warranties with respect to any Third-Party Products and shall have no liability arising out of or relating to Client's use thereof.
3. **SCOPE OF SUBSCRIPTION RIGHTS.** The rights granted by gWorks to Client for the Service are personal to Client and allow Client to use and access the Service and any Site Deliverables (as defined below) generated through the Service for its own personal or business use, for public access (allowing the public to use any available computers or mobile devices to obtain access), on its own computer or mobile device, and strictly for the Purpose. Except as otherwise provided herein, these subscription rights may not be shared by more than one individual or assigned to new users without the consent of gWorks, which may be withheld in gWorks' sole and absolute discretion.
4. **FEES AND PAYMENT TERMS.**

(a) In consideration for gWorks granting Client access to the Service, Client agrees to pay to gWorks a non-refundable subscription fee in the amount and on the terms set forth in the Ordering Documents (the "Subscription Fee"), which shall be charged in accordance with the Ordering Documents.

(b) Unless otherwise agreed to by the parties, Client shall be initially charged the Subscription Fee on the Effective Date. Client shall register for the Service either through the execution of an Ordering Document with gWorks, or through accessing the Service electronically. Upon registration, Client may submit credit card information for the account that will be automatically charged for the Subscription Fee. Alternatively, gWorks may issue an invoice to Client for payment by Client in accordance with the terms of such invoice. The Subscription Fees shall be processed on a reoccurring basis by gWorks and

either automatically charged to Client's credit card or through an issued invoice, which shall be payable by Client in accordance with its terms and the applicable terms of the Ordering Document.

(c) In the event that gWorks elects to allow for payment by credit card, gWorks may use a third-party intermediary to manage credit card processing, and this intermediary will not be permitted to store, retain or use Client's billing information except to process Client's credit card information for gWorks. gWorks' handling of Client's personal information shall be in accordance with gWorks' privacy policies and practices, which will be provided to Client upon request or is available here: <https://www.gworks.com/privacy-policy/>.

(d) If Client's credit card payment information is entered in error or if payment does not go through for processing and Client fails to update or correct such payment information upon gWorks' request, gWorks may immediately terminate these Terms of Service and suspend Client's account without notice. In the event of any termination or suspension hereunder, Client will still have access to those portions and features of the Service that are made available to Client for no charge.

(e) The Subscription Fee does not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state or federal jurisdiction that may be levied upon the Service or Client's use of the Site. If taxes should be imposed on any of the foregoing, Client will pay all such taxes (excluding taxes imposed on or measured by gWorks' income) and hold gWorks harmless for the payment of any and all such taxes.

(f) Upon term renewal, gWorks may increase the Client's annual Subscription Fees up to gWorks then-current list price or for changes to the Consumer Price Index. gWorks will notify the Client at least thirty (30) days in advance with the renewal term invoice, and the increased fees will apply at the start of the next renewal term. If the Client does not agree to this increase, either party can choose to terminate the renewal term at the end of the Client's then-current term per the termination provisions in this Agreement or as set forth in the Ordering Document.

**5. CLIENT MATERIALS.** Client acknowledges and agrees that, in order for Client to fully utilize certain portions of the Service, Client must input certain Client Materials into the Service via the Site or via the gWorks. By doing so, Client is not relinquishing any of its ownership or rights in and to such Client Materials. However, Client hereby grants to gWorks, and gWorks hereby accepts, a non-exclusive, sublicensable, perpetual, worldwide license to use, host, reproduce, store, enhance, supplement and otherwise distribute the Client Materials in any and all ways necessary for gWorks to provide to Client the Service, to generate the Site Deliverables, and for all other legitimate business purposes of gWorks related to the Service or Site (or with respect to gWorks' other legitimate business needs). Client, not gWorks, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of all Client Materials, and gWorks shall not be responsible or liable for the deletion, correction, inaccuracy, destruction, damage, loss or failure to store any Client Materials. Client acknowledges and agrees that gWorks is not responsible for examining or evaluating and makes no guarantees regarding the accuracy, completeness, timeliness, validity, legality,

decency, quality or any other aspect of the Client Materials, and gWorks shall have no liability to Client or any third party for its use of or reliance on the Client Materials. gWorks reserves the right to remove and/or discard Client Materials upon thirty (30) days written notice to the Client. If the Client does not claim the Client Materials or make arrangement to do so within thirty (30) days of gWorks providing the written notice to the Client, gWorks may remove and/or discard the Client Materials. gWorks will, upon request, provide Client with access to the Client Materials during the Term of these Terms of Service, in a form reasonably agreed to by gWorks and Client. The parties agree that gWorks will provide notice to the Client of any Client Materials of which it has possession upon termination of these Terms of Service. gWorks will maintain any such Client Materials for a period of thirty (30) days following termination of the agreement. If the Client or another representative of the State of Nebraska does not claim or make arrangements to claim the Client Materials within thirty (30) days after the notice, gWorks has no further obligation to maintain any Client Materials.

**6. SITE DELIVERABLES.** As part of the Service, gWorks may generate certain data, reports, studies, charts, presentations or other deliverables (collectively, the “Site Deliverables”). While gWorks makes extensive efforts to present accurate and up to date Site Deliverables, Client acknowledges that such Site Deliverables rely largely on the accuracy and currency of the third party data used by gWorks in connection therewith. Thus, gWorks makes no representations or warranties as to the Site Deliverables, and the Parties acknowledge that the Site Deliverables may be inaccurate, incomplete, unreliable or out of date. Client should independently verify the accuracy, completeness and relevance of any information it receives from gWorks as part of a Site Deliverable before relying on it for any purpose of material impact. gWorks is not responsible for damages from lost profits, loss of business or any other losses arising out of Client’s use of or reliance on the Site Deliverables, Service or Site.

**7. SERVICE RESTRICTIONS.** Client agrees it will not: (a) rent, lease, license, loan, transfer, assign, sell, copy, sublicense, commercialize, distribute or otherwise use or provide access to the Site, the Service or Site Deliverables, or the underlying software used therein, in whole or in part, on a temporary or permanent basis, except as expressly permitted by these Terms of Service; (b) use the Service, the Site Deliverables, the underlying software used therein, or any portion thereof to create any tool, application or software product that can be used to create software applications of any nature whatsoever; (c) Use the Service, Site Deliverables, or the Site in any unlawful manner whatsoever; (d) Remove, alter, cover, obfuscate, and/or otherwise deface any proprietary notices on the Site or the Site Deliverables; (e) Access the Service by any means other than through the Site; (f) Spider, data-mine, scrape, probe or otherwise attempt to abuse the Site or Service; or (g) Modify, alter, adapt, copy, decompile, disassemble, reverse engineer, reverse assemble or emulate the functionality, reverse compile, attempt to derive the source code of, reduce to human readable form, or create derivative works of the Service, the Site or the underlying software used therein, in whole or in part.

**8. REGISTRATION.** Prior to Client being able to access the Service, Client may be required to register for the Service on the Site. Alternatively, Client may register for the Service by executing a written agreement (i.e. a Master Agreement or Ordering Document) with gWorks in the form provided to Client by gWorks. As part of the registration process, Client will be required to provide certain information, and may be awarded a username and password. Client shall remain responsible for maintaining the security of its account, including its username and password, and shall not disclose it to any third party except as

authorized herein. gWorks will not be responsible or liable for any loss or damage caused by Client's failure to comply with its security obligation. Client remains responsible for all activity occurring under its accounts, and shall notify gWorks immediately of any unauthorized use of any password or account or any other known or suspected breach of security.

#### **9. SUPPORT, MAINTENANCE AND UPGRADES.**

(a) Provided Client is not in breach of these Terms of Service, and provided these Terms of Service remain in effect, gWorks will provide general support services related to the Service during the hours of 8:00 AM through 5:00 PM, CST, Monday through Friday (not including holidays). This schedule may change from time to time, as determined by gWorks in its sole discretion. General support services will include email communication during the time frame described above. Any support services beyond those described herein, or any support services provided outside of the time frame described above, may be provided by gWorks at gWorks' sole and absolute discretion, and upon terms determined by gWorks.

(b) Client understands and acknowledges that gWorks has the right to modify and update (or refrain from modifying and updating) the Site and Service at any time, provided however, that gWorks will notify Client of any material changes in the existing functionality or capabilities of the Service. Updates and improvements provided as part of gWorks' general maintenance services shall be made in gWorks' sole and absolute discretion. gWorks shall be under no obligation to provide any updates, improvements or enhancements. All right, title and interest to upgrades, enhancements, and special programming shall vest in and belong to gWorks. Client specifically acknowledges that some additional services or upgrades may be developed for the Service, for which gWorks may require the payment of additional fees or other terms and conditions in order for Client to be entitled to use such additional services or upgrades, which services or upgrades shall not be deemed to be Services hereunder absent payment of such fees or compliance with such conditions.

#### **10. BACKUP; DISASTER RECOVERY; SECURITY.**

(a) gWorks agrees to maintain, through itself or through third party service providers, backup and disaster recovery facilities sufficient to permit it to recover and make available to Client under these Terms of Service the Site, Service, Site Deliverables, and Client Materials within forty eight (48) hours of any system failures or data loss.

(b) gWorks shall maintain adequate security precautions to minimize the likelihood of any unauthorized access through the Internet to Client Materials or other data provided by Client to gWorks through the Site, including, among other things, the use of a secure server, protective firewalls and encryption.

**11. OWNERSHIP OF INTELLECTUAL PROPERTY.** Except with respect to the Client Materials, which gWorks acknowledges is the property of Client, Client acknowledges that gWorks and/or the third party sources of gWorks' information are the owners of all right, title and interest in and to all Intellectual Property in the Service, the Site, Site Deliverables, Third Party Products and the underlying software used therein, in any form whatsoever, including: a) the technology available as part of or embodied in the Service;



and b) all content, including but not limited to text, software, music, sound, photographs, video, graphics, plots, typeset formulas, tables, general page layouts, juxtapositions of data or other material contained in the Site, the Site Deliverables or otherwise provided as part of the Service. Client acknowledges that the Site, the Service, the Site Deliverables, and any other products or services offered by gWorks are protected by United States and international copyrights, patents, trademarks, service marks, trade secrets or other proprietary and intellectual property rights and laws, as applicable. Client acknowledges that it claims no proprietary rights in any Intellectual Property of gWorks, the Site, the Site Deliverables, the Service, or Third Party Products, and will be entitled to only such rights as are granted to Client pursuant to any and all agreements between gWorks and Client. The Site, the Site Deliverables, and the Service may be used only in accordance with the terms and conditions of these Terms of Service. All pending and/or registered trademarks and service marks, and other graphics, logos, and trade names used by gWorks in connection with the Site, the Site Deliverables, and the Service, and any other products or services offered by gWorks (collectively the "gWorks Trademarks") are the trademarks of gWorks or its content providers. gWorks and Client acknowledge that, in the event of any third party claim that the Site, the Site Deliverables, or the Service infringes such third party's Intellectual Property Rights, gWorks will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim, subject to these Terms of Service. For purposes of clarification, upon payment in full by Client of all applicable Subscription Fees, Client shall own the Site Deliverables themselves, notwithstanding the fact that no proprietary rights shall accrue to Client in any Intellectual Property embodied therein or associated therewith, and Client may use such Site Deliverables as it sees fit, subject to Client's full and continued compliance with the terms of conditions of these Terms of Service.

## **12. CANCELLATION, TERM AND TERMINATION.**

(a) **Term.** These Terms of Service shall become effective as of the Effective Date and shall continue in effect for the period of time set forth in the Ordering Document, unless and until terminated in accordance with these Terms of Service or upon termination of the Master Agreement entered into between the parties (collectively, the "Term").

Termination of these Terms of Service will not terminate the Master Agreement between the parties, but termination of the Master Agreement will automatically terminate these Terms of Service.

(b) **Termination.** These Terms of Service may be immediately terminated, in writing, by either Party as follows: (a) if the other Party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching Party; (b) upon dissolution, insolvency, or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other Party.

(c) **Effect of Termination.** Upon termination of these Terms of Service for any reason, Client shall immediately cease any use of the Service, any Site Deliverables that have not been personally delivered to Client, and the Site. All fees otherwise due and payable shall be immediately paid. Annual fees are nonrefundable.

**13. MUTUAL REPRESENTATIONS AND WARRANTIES.** Each Party represents and warrants as follows:

(a) It has all necessary power and authority to enter into these Terms of Service, to grant to the other Party all of the rights granted hereby and to perform its obligations hereunder;

(b) The Terms of Service are and shall remain the valid, legal and binding obligation of such Party, enforceable against it in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights or by principles of equity; and

(c) The execution, delivery and performance of these Terms of Service does not conflict with or result in a breach of, any agreement, written or oral, to which it is a party or by which it or its property is bound.

**14. LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT SHALL GWORKS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AND EVEN IF ANY OF THE LIMITED REMEDIES OF THESE TERMS OF SERVICE FAIL TO FULFILL ITS ESSENTIAL PURPOSE. SUBJECT TO "16 INDEMNITY" OF THESE TERMS OF SERVICE, GWORKS SHALL NOT BE LIABLE TO CLIENT FOR ANY BREACH OF SECURITY ON THE SITE, REGARDLESS OF WHETHER ANY REMEDY PROVIDED IN THESE TERMS OF SERVICE FAILS ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL GWORKS' AGGREGATE LIABILITY FOR DAMAGES UNDER THESE TERMS OF SERVICE CLAIMED BY CLIENT OR ANY THIRD PARTY ARISING FROM CLIENT'S USE OR RELIANCE ON THE SITE, SERVICE OR SITE DELIVERABLES EXCEED PAYMENTS MADE BY CLIENT TO GWORKS DURING THE SIX (6) MONTHS PRECEDING THE CLAIM. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO CLIENT.

**15. NO WARRANTY.** CLIENT AGREES TO USE THE SERVICE, THE SITE DELIVERABLES AND THE SITE AT ITS SOLE RISK, AND GWORKS SHALL HAVE NO LIABILITY TO CLIENT OR ANY THIRD PARTY FOR ITS USE OR ACCESS OF OR RELIANCE ON THE SERVICE, THE SITE, OR THE SITE DELIVERABLES. CLIENT RECOGNIZES THAT THE INTERNET CONSISTS OF MULTIPLE PARTICIPATING NETWORKS THAT ARE SEPARATELY OWNED AND THEREFORE ARE NOT SUBJECT TO THE CONTROL OF GWORKS. CLIENT ALSO ACKNOWLEDGES THAT COMPUTER SYSTEMS ARE INHERENTLY UNSTABLE AND MAY MALFUNCTION OR CEASE TO FUNCTION AT ANY TIME WITHOUT WARNING. MALFUNCTION OR CESSATION OF INTERNET SERVICES BY INTERNET SERVICE PROVIDERS OR OF ANY OF THE NETWORKS THAT FORM THE INTERNET MAY MAKE THE SERVICE OR SITE TEMPORARILY OR PERMANENTLY UNAVAILABLE. THE SERVICE, THIRD PARTY PRODUCTS, SITE DELIVERABLES, SITE, INTELLECTUAL PROPERTY AND ANY RELATED PRODUCTS AND SERVICES ARE SUPPLIED TO CLIENT "AS IS." NEITHER GWORKS NOR ANY THIRD PARTY INFORMATION OR SERVICE PROVIDER OF GWORKS GIVES ANY WARRANTIES, EXPRESS OR IMPLIED, RELATED THERETO, EXCEPT AS EXPRESSLY PROVIDED HEREIN. GWORKS DISCLAIMS, AND CLIENT EXPRESSLY WAIVES, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, EXCEPT AS OTHERWISE SET FORTH IN SECTIONS 2.1 AND 2.2 OF THE MASTER SERVICES AGREEMENT, NEITHER GWORKS NOR ANY THIRD PARTY INFORMATION OR SERVICE PROVIDER OF GWORKS MAKES

**ANY WARRANTIES THAT (A) THE SERVICE WILL MEET CLIENT’S REQUIREMENTS, (B) THE SERVICE OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, SITE DELIVERABLES OR SITE WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, SITE DELIVERABLES, INFORMATION OR OTHER MATERIAL RECEIVED OR OBTAINED BY CLIENT THROUGH THE SERVICE, SITE DELIVERABLES OR SITE WILL MEET CLIENT’S EXPECTATIONS, OR (E) ANY ERRORS IN THE SOFTWARE USED TO OPERATE THE SERVICE AND SITE WILL BE CORRECTED. ANY MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE OR SITE, INCLUDING THE SITE DELIVERABLES, ARE ACCESSED AT CLIENT’S OWN DISCRETION AND RISK, AND CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. FURTHER, THE SERVICE, THE SITE AND DATA MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, GWORKS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.**

**16. INDEMNITY.** Each party, gWorks and Client, on behalf of itself and its respective affiliates, officers, directors, agents, and employees (collectively, the “Indemnifying Party”) agrees to indemnify and hold the other party and each of its respective affiliates, officers, directors, agents, and employees (collectively, the “Indemnified Party”) harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses and disbursements of any kind and nature whatsoever ( including attorneys’ fees, court costs, accountants’ fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any suit, investigation, proceeding, demand or claim by any third party (collectively “Claims”), arising out of or related to (a) a violation by the indemnifying Party of any applicable rule, law, regulation, court order or decree or other like item; or (b) any personal injury (including death) or property damage arising out of, resulting to, in the nature of or caused by the gross negligence or willful misconduct of the Indemnifying Party, its officers, directors, agents or employees.

**17. CONFIDENTIALITY.** During the Term of these Terms of Service, gWorks may provide the Client with certain confidential and proprietary information (“Confidential Information”). Confidential Information includes, but is not limited to, the Site Deliverables, all code, inventions, techniques, algorithms, know-how and ideas, all business, financial and technical trade secrets, any written information which is marked “Confidential,” any information which is orally disclosed, identified as confidential at the time of disclosure and confirmed in writing as being confidential within thirty (30) days thereafter, as well as any information or material which, by its nature and under the circumstances surrounding its disclosure, is generally considered proprietary and confidential, regardless of whether it is marked or properly reduced to writing. However, “Confidential Information” will not include information that (a) is publicly known at the time of its disclosure or becomes publicly known thereafter through no fault of the Client; (b) is lawfully received by the Client from a third party not under an obligation of confidentiality to the gWorks, (c) is published or otherwise made known to the public by the gWorks, or (d) was generated independently by the Client before disclosure by the gWorks. The Client will refrain from using the gWorks’ Confidential Information except to the extent necessary to exercise its rights or perform its obligations under these Terms of

Service. The Client will likewise restrict its disclosure of the gWorks' Confidential Information to those who have an absolute need to know such Confidential Information in order for the Client to perform its obligations and enjoy its rights under these Terms of Service. Such persons will be informed of and will agree to the provisions of this Section 17 and the Client will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them.

**18. FORCE MAJEURE.** Neither Party shall be liable for damages hereunder for a delay or failure in its performance of any obligation under these Terms of Service as a result of causes beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism, labor disputes, lockouts, embargoes, insurrection, riots, inability to obtain materials or labor due to governmental acts, rules, regulations or directives, utility or communication interruptions, transportation delays, power failure, computer failure, breakdown of machinery, accidents, fires, floods or other natural disasters (each a "Force Majeure Event"). Upon the giving of prompt written notice to the other Party of a Force Majeure Event, the time of performance by the Party so affected shall be extended to the extent and for the period that its performance of said obligations is prevented by such cause.

**19. LINKS TO THIRD PARTY SITES.** The Site and Services may include links that will take Client to other sites outside of the Site ("Linked Sites"). The Linked Sites are provided by gWorks to Client as a convenience and the inclusion of the links do not imply any endorsement by gWorks of any Linked Site. gWorks has no control of the Linked Sites and Client therefore acknowledges and agrees that gWorks is not responsible for the contents of any Linked Site, any link contained in a Linked Site or any changes or updates to a Linked Site. Client further acknowledges and agrees that gWorks is not responsible for any form of transmission (e.g. webcasting) received from any Linked Site.

**20. GENERAL INFORMATION.**

(a) Client will be responsible for providing any hardware, devices or applications necessary to access the Site, Service, Site Deliverables and Client Materials and to otherwise make the Client Materials available to gWorks in order to permit it to provide the Service or access the Site.

(b) These Terms of Service shall be governed by Section 10.6 of the Master Services Agreement when the parties have a dispute.

(c) If Client should have any questions, complaints or claims with respect to the Service, such questions, complaints or claims should be directed to:

GIS Workshop, LLC dba gWorks  
Client Success Department  
3905 S. 148th St., Ste 200, Omaha, NE 68144  
info@gworks.com  
(888) 608-7666

(d) These Terms of Service may not be assigned or transferred by Client without the express written consent of gWorks, which may be granted or withheld in gWorks' sole discretion. These Terms of Service may not be assigned or transferred by gWorks without the express written consent of Client which may be granted or withheld in Client's sole

discretion, provided, however, that gWorks may assign these Terms of Service in the event of a sale of all or substantially all of its assets or a merger, consolidation or change in control of a majority of its outstanding voting shares without the express written consent of Client.

(e) The words “or” and “nor” are inclusive and include “and.” “Including” means “including without limitation” and does not limit the preceding words or terms. The singular shall include the plural and vice versa. References to “Sections” shall mean the Sections of the Terms of Service, unless otherwise expressly indicated. The headings or titles preceding the text of the Sections are inserted solely for convenience of reference, and shall not constitute a part of these Terms of Service, nor shall they affect the meaning, construction or effect of the Terms of Service.

(f) These Terms of Service constitute the entire agreement of the Parties regarding the subject matter herein and supersede all prior or contemporaneous agreements, understandings or communications between the parties, whether written or oral. Except as provided in the Agreement, these Terms of Service may not be amended, modified, qualified or otherwise changed or altered except in writing executed by an authorized signatory of each Party hereto.

(g) No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms of Service.

(h) If any provision of these Terms of Service or the application thereof to any Party or circumstances shall be declared void, illegal or unenforceable, the remainder of these Terms of Service shall be valid and enforceable to the extent permitted by applicable law. In such event, the Parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision. Any deviation by either Party from the terms and provisions of these Terms of Service in order to comply with applicable laws, rules or regulations shall not be considered a breach of these Terms of Service. The provisions that expressly or by their nature survive the termination of these Terms of Service, or those provisions that will not be fully performed upon termination or expiration of these Terms of Service, shall survive the termination or expiration of these Terms of Service, as applicable.

(i) Client shall comply with all applicable laws, rules, and regulations with respect to the performance of its obligations hereunder and otherwise with respect to its access and use of the Site and Service, including all applicable laws regarding the transmission of technical data exported from the United States or the country in which Client resides.

(j) The terms that, either expressly survive the termination of these Terms of Service or by their nature will not fully be performed during the Term, including but not limited to Sections 11, 12(c), 14, 15, 16, 17, 20(b) and this Section 20(j), shall survive the termination or expiration of these Terms of Service.

## **21. ADDITIONAL TERMS AND CONDITIONS FOR ACH TRANSACTIONS.**

(a) **General.** This Section 21 shall only apply to the automated clearing house (“ACH”) services provided by or on behalf of gWorks, which may include payroll processing, payroll tax payments, direct deposit services for employees, and contractor and vendor payments, as incorporated as features of products and services offered by gWorks as part of the human resources hub (“HR Hub”) and the finance hub (“Finance Hub”) (collectively “ACH Services”). By subscribing to, accessing or using the ACH Services, Client agrees to be bound by this Section 21, in addition to all other provisions of these Terms of Service, and any additional terms, conditions, rules or policies that are provided to Client in connection with the ACH Services. To receive the ACH Services, Client may need to agree to additional terms and conditions and complete and sign additional forms or authorizations that gWorks or third parties provide to Client.

(b) **ACH Account.** The ACH Services will enable Client to enter, approve and submit Client Materials, including but not limited to payroll and accounts payable information, for creation, formatting, and transmission of credit and debit entries (“Entries”) in accordance with the National Automated Clearing House Association Operating Rules & Guidelines, as the same may be amended from time to time (the “NACHA Rules”), and for gWorks to process such Client Materials and Entries. Entries will be initiated by gWorks out of Client’s designated account (the “Account”) at Client’s financial institution (“Bank”), and credited to the account(s) designated by Client, in accordance with the Entry and payment instructions provided by Client, these Terms of Service and the Master Services Agreement. If Client desires gWorks to upload into the Services Client’s Bank and Account information, then gWorks may, in its sole discretion, but is not required to, upload Client’s Bank and Account information into the Services, and such services will be charged at gWorks then-standard rates. gWorks may use the Client Materials provided by Client for all legitimate business purposes of gWorks related to the ACH Services.

(c) **Required Information.** Prior to the provision of the ACH Services, Client must submit the completed and executed documents gWorks requires for providing the ACH Services, including Client’s payroll, employee, Bank, and Account documents, any required federal, state, or local powers of attorney, and any additional documents or information requested by gWorks. The ACH Services provided will be based on and are dependent upon the Client Materials provided to gWorks by Client (including proof of federal, state, and local tax identification numbers). Failure to provide the required Client Materials and documents may adversely impact gWorks’ ability to perform the ACH Services.

(d) **Entries.** gWorks may reject any Entry which does not comply with the requirements in these Terms of Service, the Master Services Agreement, or NACHA Rules, or with respect to which the Account does not contain sufficient available funds to process the applicable Entry. gWorks will have no liability to Client for the rejection of any Entry or any Claims directly or indirectly arising therefrom. If Client requests that gWorks corrects any Entries on Client’s behalf, gWorks may attempt to do so; provided, however, that gWorks is not obligated to make any requested correction, and gWorks is not liable for any Claims or other consequences that may directly or indirectly result from gWorks’ attempt to correct, or failure to correct, such Entries. Client acknowledges that if sufficient funds are not available in the Account for gWorks to process an Entry, (i) Client will immediately become solely responsible for all tax deposits and filings, all employee wages, all Client third-party payments (e.g., customer and vendor payments) and all related penalties and interest due then and thereafter, (ii) any and all ACH Services may, at gWorks’ option, be immediately terminated, and (iii) gWorks will not have any further obligation to Client or any third party with respect to any such ACH Services.

**(e) Client Representations and Warranties.** Client, as an Originator (as defined in the NACHA Rules), makes the following representations, warranties, covenants, certifications, authorizations and acknowledgments:

(1) Client (a) agrees to be bound by and warrants it will comply with the NACHA Rules, (b) warrants it will not submit Entries that violate the laws of the United States, (c) warrants it will comply with all U.S. laws, rules and regulations, including, as applicable, laws, rules and regulations applicable to IAT Entries (including those of the Office of Foreign Assets Control (OFAC) and the Financial Crimes Enforcement Network), (d) acknowledges and agrees that gWorks shall have the right to audit Client's compliance with the provisions of these Terms of Service, the Master Services Agreement and the NACHA Rules, and (e) acknowledges and agrees that gWorks shall have the right to suspend or terminate initiating ACH Services immediately upon notice to Client in the event Client breaches any of the NACHA Rules, these Terms of Service or the Master Services Agreement;

(2) Client (a) certifies that it has not been suspended and does not appear on a National Association list of suspended Originators, and (b) warrants that it will not transmit any Entry if it has been suspended or appears on a National Association list of suspended Originators;

(3) Client authorizes gWorks to initiate Entries on behalf of Client to its Receivers' (as defined in the NACHA Rules) accounts and Client agrees to be financially responsible to the Bank (i.e. the Originating Depository Financial Institution as defined in the NACHA Rules) for all Entries initiated by gWorks on Client's behalf;

(4) Client acknowledges and agrees that gWorks and the Bank (a) may restrict certain types of Entries, (b) shall have the right to reject any Entry or series of Entries, and (c) shall have the right to reverse Erroneous Entries (as defined in the NACHA Rules);

(5) Client represents, warrants and certifies that (a) prior to submission, each Entry has been properly authorized by Client and the Receiver in accordance with the NACHA Rules, and that (i) the authorization has not been revoked, (ii) these Terms of Service and the Master Service Agreement have not been terminated, (iii) Client has no knowledge of the revocation of the Receiver's authorization or termination of the agreement between the Receiver and the RDFI concerning the Entry, and (iv) at the time the Entry is processed by a RDFI (as defined in the NACHA Rules), the authorization for that Entry has not been terminated, in whole or in part, by operation of law, (b) Client will retain all authorizations for a minimum of two (2) years following termination or revocation of the authorization, and (c) Client will provide a copy of such authorization to gWorks upon request;

(6) Client represents, warrants and certifies that (a) all Client Materials for credit and debit Entries will be accurate and timely, and (b) each Entry will contain all information required by the NACHA Rules for specific Entry types, including, but not limited to, the Receiver's correct account number, dollar amount of the Entry, Client's Name, Client's Entry description;

(7) Client acknowledges and agrees that (a) Client shall be responsible for promptly detecting and correcting any errors, (b) any Entry or Client Materials sent to gWorks that identifies the Receiver inconsistently by name and account number may be processed by Bank based solely on the account number provided, and (c) gWorks is authorized to take such measures as gWorks deems appropriate to carry out the intent of Client in completing any particular Entry, including, but not limited to, gWorks may contact Client or may attempt to retransmit any Return Entry (as defined in the NACHA Rules);

(8) Client agrees to implement and maintain safeguards to protect against (a) any unauthorized access to confidential information being stored, processed or transmitted in connection with Entries, and (b) submission of fraudulent Client Materials or Entries purportedly on Client's behalf; and

(9) Client represents and warrants, to the extent applicable, that (a) the origination of each IAT Entry shall comply with the laws and payment systems rules of the receiving country, and (b) any submission by Client requiring initiation of an IAT Entry by gWorks shall include the name and physical address of each of Client and the Receiver, the account number of the Receiver and the identity of the Receiver's bank, bank ID number and bank branch code.

(f) **Disclaimers.** In gWorks' performance of the ACH Service, Client acknowledges and agrees that (i) gWorks is not acting in a fiduciary or trustee capacity for Client or its employees or independent contractors, and gWorks is only a facilitator (and not a party) to any Entries and payment transactions as part of the ACH Services, (ii) using the ACH Services does not relieve Client's obligations under local, state, or federal laws or regulations as related to the transactions processed as part of the ACH Services, which without limiting the generality of the foregoing shall include any payroll taxes and withholdings liabilities of Client, and (iii) gWorks solely provides a platform for the ACH Services, gWorks is not a regulated financial institution, and any information that gWorks provides in connection with the ACH Services is for informational purposes only and should not be construed by Client as legal, tax, financial or accounting advice. Client shall indemnify gWorks, its affiliates, officers, directors, agents, and employees, from and against any Claims arising out of or resulting from the debiting or crediting of any Entry or a breach by Client of this Section 21.

CLIENT ACKNOWLEDGES THAT IT HAS READ THESE TERMS OF SERVICE, UNDERSTANDS THEM, AND WILL BE BOUND BY THE PROVISIONS CONTAINED HEREIN. CLIENT FURTHER ACKNOWLEDGES THAT THESE TERMS OF SERVICE MAY NOT BE AMENDED BY CLIENT WITHOUT THE EXPRESS WRITTEN CONSENT OF GWORKS.



# MONTHLY LOG : ARCH CAPE WATER & SANITARY DISTRICTS

December 2022

Total Hours	352.00	152.00	200.00
Percentage Split		43%	57%
Total Accounts	641	295	346
Percentage Split		46%	54%



**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 12/17/2022 Account Number 1615

Name on account Michael Arthur

Property Account Address: mail - 13535 NW Harvest Ct, Portland, OR 97229  
Swire - 30176 Pacific Rd, Arch Cape OR 97002

**If different:** Your Name \_\_\_\_\_ Address \_\_\_\_\_

Contact Info (phone/email) mearthur@yahoo.com 503-939-8752

Date leak discovered / loss noticed <u>11/3/22</u>	Date leak / loss repaired <u>11/15/22</u>
Describe the water loss <u>Leak between street meter and house shut off valves.</u>	Describe the repairs to your system <u>Replaced line between street meter and house shut off valves.</u>
Name of person or entity discovering leak <u>Ac Water District</u>	Name of person or entity repairing leak <u>owner / <del>A+ Plumbing</del> A+ Plumbing</u>

Amount being appealed: \$ 2027 - Date(s) of charges being appealed: July-Oct 2022 excess sewer + water

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

Water District Irrigation Leak Policy #17-01 WD

Sanitary District Dwelling Leak Policy #17-02 SD

Sanitary District Irrigation Leak Policy #17-01 SD

Other (Specify) \_\_\_\_\_

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

**THE UNDERSIGNED HEREBY CERTIFIES:**

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

Signature:  Date: 12/17/2022

1615



A+ PLUMBERS / THE INTERIOR CORNER



422-424 N ROOSEVELT DR  
SEASIDE OR 97138  
CCB#211826

DATE	INVOICE #
11/15/2022	8647

BILL TO

MIKE ARTHUR  
80176 PACIFIC  
ARCH CAPE OR  
MEARTHUR@YAHOO.COM

CCB # 211826  
503-739-7549  
LICENSED, BONDED AND INSURED  
WWW.APLUSPLUMBERS.NET  
PLUMBER@APLUSPLUMBERS.NET

Service Address: 80176 Pacific  
Arch Cape

Phone # 939-8752

DESCRIPTION	AMOUNT
SERVICE DATE: 11/11 K @ 2:30 HRS	325.00
DESCRIPTION OF SERVICE:  + RUN 40' OF 1" UPONOR W/ADAPTORS + INSPECT FIXTURES FOR PROPER FUNCTION	
MATERIALS; INSTALLATION PARTS AND FIELD COSTS	97.00
<i>8422</i> <i>+ \$127 Sound-Weather</i> <i>\$136 Concrete Jaw Patch</i> <u><u>8685</u></u>	

THANK YOU FOR YOUR BUSINESS!

PLEASE MAIL PAYMENT TO:  
A+ PLUMBERS  
424 N ROOSEVELT DR  
SEASIDE OR 97138

TOTAL	\$422.00
PAYMENTS	\$0.00
BALANCE DUE	\$422.00

IF INTERESTED IN PAYING BY CREDIT CARD, PLEASE CALL  
503-468-8054, AND REQUEST A PAYMENT LINK SENT VIA  
EMAIL. PLEASE NOTE \*\*\*CREDIT CARD PAYMENTS ARE  
SUBJECT TO 4% PROCESSING FEE.

June	8400	\$	10.50	\$	5.25
July	15800	\$	227.50	\$	208.75
August	15100	\$	192.50	\$	173.75
September	Base Rate	\$	175.00	\$	264.00
September	14800	\$	177.50	\$	158.75
October	18400	\$	453.50	\$	434.75
November	2500	\$	-	\$	-
December	Base Rate	\$	175.00	\$	264.00
Less Paid		\$	(655.25)	\$	(893.88)
TOTAL:		\$	1,111.50	\$	1,163.00

We understand this may have a financial impact on our users and are able to accept payments. Please send us, in writing, a request and we will follow up with a payment agreement. If you have any questions, please contact our Administrative Assistant/Billing Team at 1-800-853-8802.

Sincerely,  
*Phil Chick*  
Phil Chick,  
District Manager

MICHAEL ARTHUR - 1615

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	220	\$ -	\$ -
January	1440	\$ -	\$ -
February	370	\$ -	\$ -
March	Base Rate	\$172.00	\$271.00
March	1500	\$ -	\$ -
April	1400	\$ -	\$ -
May	8500	\$11.25	\$5.63
June	Base Rate	\$172.00	\$271.00
June	8400	\$10.50	\$5.25
July	15800	\$227.50	\$208.75
	COST TO TREAT (.72 WD / .51 SD)	\$113.76	\$80.58
August	15100	\$192.50	\$173.75
	COST TO TREAT (.72 WD / .51 SD)	\$108.72	\$77.01
September	Base Rate	\$175.00	\$264.00
September	14800	\$177.50	\$158.75
	COST TO TREAT (.72 WD / .51 SD)	\$106.56	\$75.48
October	18400	\$453.50	\$434.75
	COST TO TREAT (.72 WD / .51 SD)	\$132.48	\$93.84
November	2500	\$ -	\$ -
	APPEAL	(\$1,051.00)	(\$976.00)
December	Base Rate	\$175.00	\$264.00
Less Paid		(\$655.25)	(\$893.88)
TOTAL:		\$522.02	\$513.91

**DON VOLLUM - 2035**

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	630	\$ -	\$ -
January	830		
February	870	\$ -	\$ -
March	Base Rate	\$172.00	\$271.00
March	1500	\$ -	\$ -
April	1500	\$ -	\$ -
May	800	\$ -	\$ -
June	Base Rate	\$172.00	\$271.00
June	2200	\$ -	\$ -
July	3500	\$ -	\$ -
August	4300	\$ -	\$ -
September	Base Rate	\$175.00	\$264.00
September	2400	\$ -	\$ -
October	3400	\$ -	\$ -
November	59400	\$6,207.50	\$6,188.75
	COST TO TREAT (.72 WD / .51 SD)	\$427.68	\$302.94
	APPEAL	(\$6,207.50)	(\$6,188.75)
December	Base Rate	\$175.00	\$264.00
Less Paid		(\$694.00)	(\$1,070.00)
TOTAL:		\$427.68	\$302.94



**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 12/19/2022 Account Number 2035  
 Name on account Don Vollum  
 Property Account Address: 79982 Pacific St. Arch Cape

If different: Your Name Don Vollum Address 12400 NW SUMMERSDALE DR, PORTLAND, 97228  
 Contact Info (phone/email) 503-706-7701 / donv@xsw.com

Date leak discovered / loss noticed <u>12/7/2022</u>	Date leak / loss repaired <u>12/8/2022</u>
Describe the water loss <u>Leak from pipe from water meter.</u>	Describe the repairs to your system <u>Replaced pipe at meter.</u>
Name of person or entity discovering leak <u>Phil Chick</u>	Name of person or entity repairing leak <u>Cesar MF Plumbing</u>

Amount being appealed: <sup>6207.50 - water</sup> \$6188.75 - <sup>Sanitary</sup> Date(s) of charges being appealed: 12/10/2022

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

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

**THE UNDERSIGNED HEREBY CERTIFIES:**

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

Signature:  Date: 12/19/2022



**CESAR  
MF PLUMBING, LLC**

2339 N. HOLLADAY DRIVE, SEASIDE, OREGON, 97138  
CCB# 156840 (503) 738-8966  
OFFICE@MFPLUMBING.NET

DON VOLLUM  
12400 NW SUNNINGDALE DRIVE  
PORTLAND, OR 97229

**INVOICE 38662**

INVOICE DATE: 12/12/2022

PLEASE REFERENCE THE ABOVE INVOICE NUMBER  
ON YOUR FORM OF PAYMENT.

PAYMENT TERMS:  
ALL INVOICES ARE PAYABLE UPON RECEIPT.  
IF PAYING BY CARD, WE CHARGE A \$0.50 HANDLING  
CHARGE.

LEAD TECHNICIAN: MAYRON

DATE OF SERVICE: 12/08/2022

Thank you for choosing Cesar MF Plumbing

QTY	JOB SITE ADDRESS:	79982 PACIFIC, ARCH CAPE	RATE	AMOUNT
	SERVICE(S) REQUESTED: WATER SHUTTING OUT RIGHT NEXT TO METER. PLASTIC CONNECTION TO METER LINE FAILED			
	MATERIAL(S) REQUIRED IN ORDER TO COMPLETE THE WORK REQUESTED.			
1	LEGEND VALVE 313-124NL - 3/4" T-42 14NL NO LEAD BRASS MNPT X AWWA METER COUPLING		63.08	63.08
3	3/4" PVC 90° ELBOW			
8	3/4" PEX RING			
2	3/4" PEX PIPE			
1	3/4" PVC SCHEDULE 80 FEMALE ADAPTOR W/BAND			
1	TAPE, PIPE DOPE, GLUE, SOLDER FLUX, PUTTY, SILICONE, POLLY SEAM SEAL, GLOVES, ETC.			
4.5	12/08/2022 - HOUR(S) - SERVICE TECHNICIAN - MAYRON		135.00	607.50

THERE'S A TREE RIGHT OVER THE PIPE THAT CAUSED THE PLASTIC CONNECTION TO SNAP.

RECOMMEND FULL WATER RE-PIPE AND POSSIBLE PRV

MINIMUM SERVICE CALL FEE IS \$ 135.00 MINIMUM AFTER HOURS/WEEKEND  
CALL FEE IS \$ 200.00

ADDITIONAL TERMS:

A FINANCE CHARGE OF 1.5% PER MONTH (18% PER ANNUM) WILL BE CHARGED IF NOT PAID WITHIN 30 DAYS. IF THIS DEBT IS ASSIGNED TO COLLECTION AGENCY, A COLLECTION FEE OF 50% OF THE TOTAL AMOUNT DUE WILL BE ADDED TO YOUR DEBT BY THE COLLECTION AGENCY

SUBTOTAL \$670.58

PAYMENTS/CREDITS \$0.00

**BALANCE DUE \$670.58**





Arch Cape Domestic Water Supply District



Arch Cape Sanitary District

December 10, 2022

Don Vollum  
12400 NW Sunningdale Drive  
Portland, OR 97229

Dear Don:

The Water and Sanitary Districts began using a new billing program in January 2021. It has been challenging for Softline Data, the utility billing software company, to interface its program with the District's unique quarterly billing and tiered rate structure. We have recently identified and remedied the problems that have occurred, which resulted in under-charges for a number of water and sanitary accounts in the District's. This was not discovered until after the September 10<sup>th</sup> billing, when we see higher water usages during the summer months.

The most recent bill that you are receiving accounts for all excess usages previously under-charged from January 1 to November 30, 2022. The programming of our tiered rate structure has been completed and moving forward, will be reflected on the billing postcard.

Our quarterly billing is a pre-bill for the coming quarter and a post-bill for any actual excess usage in the previous quarter. For example: For the December bill, the base rate is for Jan/Feb/Mar. The post bill for water used in the months of Sept/Oct/Nov. Meters are read every month and monitored by the District to insure there are no leaks in the system and/or at the user level. If there is an abnormally high reading for a specific location, we will do a manual read to verify that the meter is reading correctly and perform a site inspection. You will then be notified if there is an issue so that we can address the leak.

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	630	\$ -	\$ -
January	830		
February	870	\$ -	\$ -
March	Base Rate	\$ 172.00	\$ 271.00
March	1500	\$ -	\$ -
April	1500	\$ -	\$ -
May	800	\$ -	\$ -
June	Base Rate	\$ 172.00	\$ 271.00
June	2200	\$ -	\$ -

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

"This institution is an equal opportunity employer"

July	3500	\$	-	\$	-
August	4300	\$	-	\$	-
September	Base Rate	\$	175.00	\$	264.00
September	2400	\$	-	\$	-
October	3400	\$	-	\$	-
November	59400	\$	6,207.50	\$	6,188.75
December	Base Rate	\$	175.00	\$	264.00
Less Paid		\$	(519.00)	\$	(806.00)
TOTAL:		\$	6,382.50	\$	6,452.75

We understand this may have a financial impact on our users and are able to accept payments. Please send us, in writing, a request and we will follow up with a payment agreement. If you have any questions, please contact our Administrative Assistant/Billing Team at 1-800-853-8802.

Sincerely,  
*Phil Chick*  
 Phil Chick,  
 District Manager

5400 = 1ced credit

From: **Finn Murray** <[finnmurray27@gmail.com](mailto:finnmurray27@gmail.com)>  
Date: Sat, Jan 7, 2023 at 4:37 PM  
Subject: Proposal for The Water Shed  
To: <[debrabirkby@gmail.com](mailto:debrabirkby@gmail.com)>, <[debrabirkbyacutil@gmail.com](mailto:debrabirkbyacutil@gmail.com)>, <[murraylapp@charter.net](mailto:murraylapp@charter.net)>

Hello Debra,  
Thank you for your time at Thanksgiving I am very excited about doing a project down there.  
I've included my proposal below.

To whom it may concern,

My name is Finn Murray and I am part of the Scout's BSA. To become an Eagle Scout, the highest rank in the BSA program, I have to lead a project known as an Eagle Scout Project. This project requires a lot of planning and helps build planning and management skills for youth. An Eagle Scout Project aims to help the community. Some examples of Eagle Scout Projects that have been completed in recent years by my troop, include rebuilding a porch for a low-income resident, as well as building an outdoor class shelter at Capital Hill Elementary School in Portland. Arch Cape is an essential community for me owing to the fact that my grandmother, Linda Lapp-Murray, is a longtime resident. With this connection to Arch Cape, I have spent a good deal of time and made many good memories. I would enjoy it if I could do my project in Arch Cape. I was excited when I heard that the community was able to buy the watershed property. Thus I would love to do something up in the watershed because I love to hike and explore.

On my last visit to the coast, I went for a hike and came up with some ideas to contribute to the new property, such as building benches and stairs along the trail or developing new trails. I have looked at a map of the area and saw a few trails that could be connected to a new trail, in order to give more options to hikers. I can also do brush clearing, however, I would prefer something more lasting, that can remain in the community long term.

As part of the requirements of the project, I need a major role in the planning of the project. Your involvement is voluntary but I would love to brainstorm with you. There is no project size requirement (big or small) and I can involve members of my troop. Members of the community may be involved if they wish but it is not required.

Thank you for your time and consideration I would enjoy going into more detail if this is something that interests you all.

-Finn