

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

Arch Cape Fire Hall 79729 Hwy 101

Thursday May 18, 2023

Following the Sanitary Meeting

To Join Meeting by Video Link:

<https://us02web.zoom.us/j/87369759588>

Join by Telephone: 1-669-900-6833

Meeting ID: 873 6975 9588

- |                                                              |                                    |
|--------------------------------------------------------------|------------------------------------|
| <b>I. Call to Order</b>                                      | Nadia Gardner, President           |
| <b>II. Public Comments</b>                                   | Nadia                              |
| <b>III. Agenda Approval</b>                                  | Nadia                              |
| <b>IV. Consent Agenda (Action)</b>                           |                                    |
| <b>A. Approve Minutes – April 20th Regular Board Meeting</b> |                                    |
| <b>B. Accept April Budget and Finance Reports</b>            |                                    |
| <b>C. Authorize Payment of Accounts</b>                      |                                    |
| <b>D. Accept Correspondence Requiring No Action</b>          |                                    |
| <b>V. Old Business</b>                                       |                                    |
| <b>A. Arch Cape Forest</b>                                   |                                    |
| Business Oregon Inquiry                                      | Chris Mastrandrea, Commissioner    |
| Thinning Contract (Action)                                   | Ben Hayes, Springboard Forestry    |
| Arch Cape Forest Project Manager Report                      | Daniel Wear, Sustainable Northwest |
| <b>B. Leak Update/Plan for Repair</b>                        | Matt Gardner, District Manager     |
| <b>VI. New Business</b>                                      |                                    |
| <b>A. Long Range Financial Plan (Information)</b>            | Matt                               |
| <b>B. Budget Adoption (Action)</b>                           | Matt                               |
| <b>C. Acknowledge Election Results / New Directors</b>       | Nadia                              |
| <b>VII. Reports (Information)</b>                            |                                    |
| <b>A. Accounts Receivable Report</b>                         | Teri Fladstow, Jigsaw Consulting   |
| <b>B. Staff Report and Correspondence for Action</b>         | Matt                               |
| <b>C. Board Members' Comments and Reports</b>                |                                    |
| <b>IX. June Agenda Items (Information)</b>                   | Nadia                              |
| <b>X. Public Comment</b>                                     | Nadia                              |
| <b>XI. Adjournment</b>                                       | Nadia                              |



GENERAL FUND		Budget	Jul 22	Aug 22	Sep 22	Oct 22	22-Nov	31-Dec	31-Jan	28-Feb	31-Mar	30-Apr	Year to Date	%
Total Operating Expenses		\$ 472,262.00	\$ 27,821.88	\$37,788.99	\$ 39,386.92	\$33,178.26	\$51,154.65	\$ 38,665.00	\$ 44,538.48	\$ 27,626.83	\$ 51,512.52	\$ 15,330.29	\$ 367,003.81	77.71%
7500 · Debt Service														
7501 · IFA Water Plant Upgrade		\$ 20,772.00	\$ -	\$ -	\$ -	\$ -	\$20,771.70						\$ 20,771.70	100.0%
Total 7500 · Debt Service		\$ 20,772.00	\$ -	\$ -	\$ -	\$ -	\$20,771.70						\$ 20,771.70	100.0%
TOTAL GENERAL FUND EXPENDITURES		\$ 493,034.00	\$ 27,821.88	\$37,788.99	\$ 39,386.92	\$33,178.26	\$71,926.35	\$ 38,665.00	\$ 44,538.48	\$ 27,626.83	\$ 51,512.52	\$ 15,330.29	\$ 387,775.51	78.65%
CONTINGENCY & ENDING BALANCES														
8001 · Operating Contingencies		\$ 37,050.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
8002 · Operating Reserve		\$ 40,141.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
8003 · Undesignated		\$ 16,632.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
CONTINGENCY & ENDING BALANCES		\$ 586,857.00	\$ 27,821.88	\$37,788.99	\$ 39,386.92	\$33,178.26	\$71,926.35	\$ 38,665.00	\$ 44,538.48	\$ 27,626.83	\$ 51,512.52	\$ 15,330.29	\$ 387,775.51	
CAPITAL FUND		Budget	Jul 22	Aug 22	Sep 22	Oct 22	22-Nov	31-Dec	31-Jan	28-Feb	31-Mar	30-Apr	Year to Date	%
Beginning Balance		\$ 111,926.00												
4550 · SDC Revenue		\$ 12,780.00	\$ -	\$12,780.00	\$ 6,390.00	\$ -	\$ -	\$ -	\$ 12,780.00		\$ 6,390.00	\$ 6,390.00	\$ 44,730.00	350.0%
4900 · Transfer from General Fund		\$ 76,768.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Total Income		\$ 89,548.00	\$ -	\$12,780.00	\$ 6,390.00	\$ -	\$ -	\$ -	\$ 12,780.00	\$ -	\$ 6,390.00	\$ 6,390.00	\$ 44,730.00	49.95%
Total Resources:		\$ 201,474.00												
Capital Outlay														
7001 · Meter Replacement - Moved from Maintenance		\$ 117,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$103,533.23	\$ 299.99	\$ 7,175.42	\$ 1,702.18	\$ 1,281.11	\$ 113,991.93	97.43%
Total 7000 · Capital Outlay		\$ 117,000.00											\$ -	
8000 · Contingency		\$ 84,474.00											\$ -	
CONTINGENCY & ENDING BALANCES		\$ 201,474.00		\$12,780.00	\$ 6,390.00	\$ -	\$ -	\$103,533.23	\$ 13,079.99	\$ 7,175.42	\$ 8,092.18	\$ 7,671.11	\$ 158,721.93	78.78%
ARCH CAPE FOREST FUND		Budget	Jul 22	Aug 22	Sep 22	Oct 22	22-Nov	31-Dec	31-Jan	28-Feb	31-Mar	30-Apr	Year to Date	%
Beginning Balance		\$ 10,000.00												
4801 · Business OR - ARPA		\$1,040,000.00		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
4803 · Hollis Foundation		\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
4804 · Safe Drinking Water (U22010)		\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
4850 · Private Donations Forest Fund		\$ 284,301.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$285,601.28	\$ 15,000.00	\$ 2,650.00			\$ 303,251.28	106.67%
Total Income		\$1,454,301.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$285,601.28	\$ 15,000.00	\$ 2,650.00	\$ -	\$ -	\$ 303,251.28	20.85%
Total Resources:		\$1,464,301.00												
Capital Outlay														
7800 · Business OR - ARPA														
· Project Management		\$ 75,682.00					\$ 8,861.72				\$ 11,034.06		\$ 19,895.78	26.29%
· Finance Management		\$ 6,000.00						\$ 3,000.00			\$ 1,132.00		\$ 4,132.00	68.87%
· Construction		\$ 692,878.00											\$ -	0.0%
· Legal Fees		\$ 7,500.00											\$ -	0.0%
· Forestry Consultant		\$ 98,000.00		\$ 6,920.00			\$14,866.58		\$ 5,894.45		\$ 8,103.75		\$ 35,784.78	36.52%
· Land Acquisition													\$ -	
· Land Maintenance & Repair		\$ 174,090.00							\$ 1,043.00				\$ 1,043.00	0.6%
· Conservation Planning		\$ 5,850.00											\$ -	0.0%
Total 7000 · Capital Outlay		\$1,060,000.00	\$ -	\$ 6,920.00	\$ -	\$ -	\$23,728.30	\$ 3,000.00	\$ 6,937.45	\$ -	\$ 20,269.81	\$ -	\$ 60,855.56	5.74%
8000 · Contingency		\$ 434,301.00											\$ -	14.01%
CONTINGENCY & ENDING BALANCES		\$1,494,301.00	\$ -	\$ 6,920.00	\$ -	\$ -	\$23,728.30	\$ 3,000.00	\$ 6,937.45	\$ -	\$ 20,269.81	\$ -	\$ 60,855.56	4.07%

**Arch Cape Domestic Water District**

**Balance Sheet**

**Friday, March 31, 2023**

**ASSETS**

**Checking/Savings**

1000 · Columbia Bank #1196 \$ 53,924.90

1100 · Local Government Pool - Water \$ 140,873.61

1101 · Local Government Pool - Forest \$ 260,701.01

**Total Checking/Savings** \$ 455,499.52

**Total Current Assets** \$ 455,499.52

**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

**TOTAL ASSETS** \$ **1,373,379.52**

**LIABILITIES & EQUITY**

**Liabilities**

**Current Liabilities**

2400 · Payroll Liabilities

2401 · Payroll PERS Liability \$ 400.00

**Total Other Current Liabilities** \$ 400.00

**Total Current Liabilities** \$ 400.00

**Long Term Liabilities**

2700 · IFA Loan - Business Oregon \$ 391,691.00

**Total Long Term Liabilities** \$ 391,691.00

**Total Liabilities** \$ 392,091.00

**Equity**

3200 Retained Earnings \$ 794,781.64

Net Income \$ 186,506.88

**Total Equity** \$ 981,288.52

**TOTAL LIABILITIES & EQUITY** \$ **1,373,379.52**



# Arch Cape Forest Monthly Impact Metrics

The Arch Cape Domestic Water Supply District (Arch Cape Water District) strives to provide complete transparency in the design, purchase, and management of the Arch Cape Community Forest. The group provides public accessibility through publication on websites, social media platforms, and through mailings. Additionally, the group provides accessibility to board meetings and other events on a monthly basis. This document is meant to provide a baseline of metrics surrounding the steps the Arch Cape

Water District takes to ensure public inclusion in the decision-making process.

Full Project Management Timeline available:

[https://drive.google.com/file/d/1oNc\\_n3eUiBOeptyOQRVysw1nVz5rvZ-a/view?usp=drive\\_web](https://drive.google.com/file/d/1oNc_n3eUiBOeptyOQRVysw1nVz5rvZ-a/view?usp=drive_web)

## Budget:

1. Arch Cape Forest Budget drafted for approval by Water District Budget Committee.

## Meetings

1. The Forest Management Committee meetings:
  - a. May 15 Meeting
    - i. Meeting discussed, the name of the Arch Cape Forest, status of the Ecological Roads Assessment, the Draft Conservation Plan, Tour Recommendation Criteria, Fire Management Planning [Arch Cape Forest Budget April 2023](#)
  - b. Minutes Approved and posted on [www.Archcapewater.org/meetings](http://www.Archcapewater.org/meetings)
2. Arch Cape Forest & Rainforest Reserve Advisory Team Meeting takes place on a monthly basis, on the second Wednesday of the month, 9:00 - 10:30 AM. These meetings are held remotely via Zoom.
  - a. Next meeting will take place on Wednesday, June 14 and will focus on a more formal Draft Public Access Plan.
3. Town Hall Meetings
  - a. **April 22** Town Hall Meeting hosted 40+ community members to discuss important public access policies in the past month.

**Website & Social Media** – Established with the intention of providing clarity on what is taking place regarding the Arch Cape Forest, and publicizing all meetings regarding Arch Cape Forest.

1. The Arch Cape Water District hosts an [Arch Cape Forest website](#).
  - a. Website posts upcoming events, updates around the site, and current management plans and information.
  - b. Website considered an educational hub, filled with resources for individuals curious about Arch Cape Forest.
  - c. Website received 150 visitors, 102 unique visitors.
  - d. Majority of traffic to website taking place via the Public Access Planning Portion of the Website.
  
2. The Arch Cape Forest [Facebook Page](#) receives the most engagement with the public.
  - a. A total of 231 people were reached via posts from the Facebook Page between April 13 and May 11.
  - b. 6 posts were made in the past month – sharing meeting information and increasing attendance to the Town Hall event and other committee meetings.
  - c. Typical engagement for an event posting reaches between 15 and 100 users.
  - d. Highest Engagement came around the budget committee meetings.

**Mailing:** Next Arch Cape Forest mailing to take place in June.

1. Additional Article included in Tunnel Echoes May mailing highlighting the Public Access Planning Process.



# Forest Project Manager Board Update

Daniel Wear, Sustainable Northwest

## **Arch Cape Forest Budget**

- Submitted to Budget Committee, May 11.

## **Forest Management Committee Meeting**

- May 15, 4:00 PM
- Topics Covered: Budget and ARPA Funding Allocation Discussion, Arch Cape Forest Title, Ecological Roads Assessment and Conservation Plan, Site Tour Access Process, and Fires Management Planning.
- Next Meeting TBD.

## **Public Access Planning**

- Town Hall April 22
  - o Information gained from town hall informed draft plans for Arch Cape Forest.
- Access planning team initial draft policies attached.

## **Funder Communications**

- Update shared to contact with Oregon Community Foundation in early May, to be shared during the Hollis FDN May Meeting.

## **Upcoming Report Requirements**

- Annual Report for ARPA, July 10.

## **Upcoming Materials for Arch Cape Forest Management**

- Conservation Plan
- Ecological Roads Assessment
- Draft Public Access Plan

**Arch Cape Forest Metrics-** Attached Document

# DRAFT Proposed Public Access & Uses Policies

Arch Cape Forest & Rainforest Reserve

May 10, 2023

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The following draft public access policies are based on the work of the Arch Cape Forest and Rainforest Reserve Public Access Advisory Team including public input from their meetings and the April 22, 2023 Town Hall event:

- Public access is permitted one hour before sunrise to one hour after sunset.
- “Pack it in, pack it out”. All trash/waste must be removed by user. People are encouraged to use “Leave No Trace” principles.
- No camping.
- Expect closures during fire season and when forest management operations are taking place in an area.
- Areas with sensitive natural resources may be marked as no access.
- Fires and smoking are not permitted.
- No alcohol/drug use or possession.
- No possession of fireworks.
- No rock collecting, gold panning, prospecting, or archeological disturbance.
- No motorized vehicles.
- No drone use.
- Dogs are allowed in the Arch Cape Forest on-leash or under direct owner control. Dog waste must be removed. Dogs are not allowed in the Rainforest Reserve.
- Horses are not allowed on either property.
- Bicycles (non ebikes) must stay on maintained, rocked roads. No use off-road. No creating new trails.
- Ebikes (as defined by the State of Oregon code ORS801.258\*) are allowed in the Arch Cape Forest as shown on the attached map. Ebikes must stay on maintained, rocked roads. No use off-road. No creating new trails. Ebikes are not allowed in the Rainforest Reserve. *Note: Ebikes routes on the attached map are shown in pink, with the segment overlaid with yellow highlight currently closed due to landslides/hazards; the management of this road segment will be addressed in the ecological roads assessment that is currently being drafted. Additionally, North Coast Land Conservancy is further evaluating ebike policies for the Rainforest Reserve, after which, the recommended open routes for ebikes may be updated.*
- Hunting is allowed in the Arch Cape Forest consistent with Oregon Department of Fish and Wildlife (ODFW) regulations. Hunting in the Rainforest Reserve is limited to elk and deer.
- Fishing is allowed and must follow Oregon Department of Fish and Wildlife (ODFW) regulations.
- Foraging, including mushroom and berry collection, is allowed for personal, non-commercial use. Removal or harvesting of other plant or wood products is allowed.

*\*State of Oregon's Definition of ebikes in ORS801.258 is:*

*“Electric assisted bicycle” means a vehicle that:*

- (1) Is designed to be operated on the ground on wheels;*
- (2) Has a seat or saddle for use of the rider;*
- (3) Is designed to travel with not more than three wheels in contact with the ground;*
- (4) Has both fully operative pedals for human propulsion and an electric motor; and*
- (5) Is equipped with an electric motor that:*



- (a) Has a power output of not more than 1,000 watts; and*
- (b) Is incapable of propelling the vehicle at a speed of greater than 20 miles per hour on level ground. [1997 c.400 §2; 1999 c.59 §233]*

# FORESTRY CONSULTING SERVICES AGREEMENT

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

## BACKGROUND

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

## AGREEMENT

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

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

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

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

3. Fees, Expenses & Taxes.

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

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

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

4. Customer Obligations. Customer shall:

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

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

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

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

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

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

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

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

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

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

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

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

8. Insurance & Limitation of Liability.

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

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

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

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

Notice to Customer:

**CUSTOMER NAME & ADDRESS:**

**Arch Cape Domestic Water Supply District**

Attention: Matt Gardner

32065 East Shingle Mill Lane

Arch Cape, Oregon 97102

Notice to Contractor:

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

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

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

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

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

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

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

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

**CONTRACTOR**

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

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

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

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

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

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

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

**ATTACHED EXHIBITS:**

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

**Exhibit 1:**

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**PROJECT LOCATION**

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

**PROJECT DESCRIPTION**

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

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

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

**SALE LOCATION**

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

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

**EXPIRATION DATE:** December 31, 2023

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

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

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

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

**Exhibit 2:**

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Contractor will comply with the following requirements:

- Contractor must be registered in SAM.gov.** - The Contractor shall register in the System for Award Management (SAM), which is the primary registrant database for the U.S. Federal Government and shall update the information at least annually after the initial registration and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register in the SAM can be obtained at Sam.gov
  
- Whistleblower** - Contractor receiving ARPA funds shall under or through this contract post notice of the rights and remedies provided to whistleblowers under No Fear Act Pub. L. 107-174. 29 CFR § 1614.703 (d).
  
- Inspections; Information** - Contractor shall permit, and cause its subcontractors to allow the State of Oregon, the federal government and any party designated by them to:
  - Examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project.
  - Inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursement, contracts, and any other matters relating to the Project, and to its financial standing, and shall supply such reports and information as reasonably requested.



- Interview any officer or employee of the Contractor, or its subcontractors, regarding the Project.

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

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

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

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

**Preference to United States made goods.** - As appropriate and to the extent consistent with law, the contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The

requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

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

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

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

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

**ARCH CAPE WATER DISTRICT  
LONG RANGE FINANCIAL PLAN**

**KEY ASSUMPTIONS:**

- 2 Hookups per year
- Expense allocation: Blended 57.0% Sanitary
- Expense growth: 2% growing to 4%
- Rates adjusted to retain approximately 16% of Oper Exp on hand
- Contingency set at 15% of Operating Expenses
- No loans for capital projects
- Watershed expense of \$50K : 2019-20  
& \$5K per year from 2020-21 to 2022-23  
& \$20K per year from 2023-24 to 2026-27
- User rates adjusted for Op Ex needs and Capital Expenses
  - Rate increased by 3.75% for 2019-20 from \$160 to \$166
  - Rate increased by 2% per year from 2020-21 at \$169 to \$199 in 2028-29

**EXPECTED FUTURE CAPITAL FUND EXPENDITURE:**

- \$70K Membrane Replacement : 2025-26
- \$20K Storage Planning : Preliminary Design : 2025-26
- \$280K South Reservoir Construction : 2032-33  
(Includes \$40K Grant)
- \$80K Membrane Replacement : 2034-35

**ARCH CAPE WATER DISTRICT  
LONG RANGE FINANCIAL PLAN  
GENERAL FUND**

	2020-21 ACTUAL	2021-22 ACTUAL	2022-23 BUDGET	2022-23 PROJECTED	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33
<b>ASSUMPTIONS</b>														
SD IGA % : PERSONNEL + ALLOC	57.0%	57.0%	57.0%	57.0%	57.0%	57.0%	57.0%	57.0%	57.0%	57.0%	57.0%	57.0%	57.0%	57.0%
GENERAL INFLATION	7.0%	7.0%	7.0%	7.0%	6.0%	5.0%	5.0%	4.0%	4.0%	4.0%	5.0%	5.0%	5.0%	5.0%
HOOKUPS	294	296	298	303	305	307	309	311	313	315	317	319	321	323
Change in Hookups	2	2	2	6	2	2	2	2	2	2	2	2	2	2
Systems Development Charge*	5,604	5,996	6,416	6,390	6,801	6,971	7,145	7,324	7,507	7,695	7,887	8,084	8,286	8,494
Excess usage Charge % of User Fees*	11.8%	11.8%	9.1%	6.5%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%
<b>WD Quarterly User Rates</b>	<b>169</b>	<b>171</b>	<b>175</b>	<b>175</b>	<b>184</b>	<b>193</b>	<b>203</b>	<b>211</b>	<b>219</b>	<b>228</b>	<b>237</b>	<b>246</b>	<b>256</b>	<b>264</b>
<i>Usage charges</i>	151	153	158	158	167	176	186	194	202	211	220	229	239	247
<i>Debt service surcharges</i>	18	18	17	17	17	17	17	17	17	17	17	17	17	17
Annual increase - Total	1.8%	1.2%	2.3%	2.3%	5.0%	5.0%	5.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	3.0%
Annual increase - Usage chg. Only	2.7%	1.3%	3.3%	3.3%	5.5%	5.5%	5.5%	4.4%	4.4%	4.3%	4.3%	4.3%	4.3%	3.2%
<b>BEGINNING BALANCE</b>	<b>202,870</b>	<b>221,657</b>	<b>209,504</b>	<b>182,425</b>	<b>164,252</b>	<b>118,283</b>	<b>124,065</b>	<b>133,170</b>	<b>145,487</b>	<b>161,219</b>	<b>180,580</b>	<b>201,117</b>	<b>222,828</b>	<b>245,704</b>
<b>REVENUE</b>														
USER FEES	184,014	211,088	187,072	190,428	200,080	213,891	227,088	238,538	250,518	263,052	276,164	289,882	304,232	315,963
EXCESS USAGE CHARGES	21,628	24,880	17,000	12,355	20,008	21,389	22,709	23,854	25,052	26,305	27,616	28,988	30,423	31,596
FEE SURCHARGE FOR DEBT	22,905	21,490	20,128	18,497	20,465	20,876	21,012	21,148	21,284	21,420	21,556	21,692	21,828	21,964
SD IGA REVENUE	141,190	151,355	150,000	130,000	150,000	172,398	181,018	188,259	195,789	203,620	213,801	224,492	235,716	247,502
GRANT/LOAN PROCEEDS	0	0	0	0	0	0	0	0	0	0	0	0	0	40,000
OTHER	4,307	9,771	3,153	30,648	3,200	3,360	3,528	3,669	3,816	3,969	4,167	4,375	4,594	4,824
<b>TOTAL REVENUE</b>	<b>374,043</b>	<b>418,584</b>	<b>377,353</b>	<b>381,928</b>	<b>393,753</b>	<b>431,914</b>	<b>455,355</b>	<b>475,468</b>	<b>496,458</b>	<b>518,366</b>	<b>543,305</b>	<b>569,429</b>	<b>596,793</b>	<b>661,849</b>
<b>TOTAL RESOURCES</b>	<b>576,914</b>	<b>640,241</b>	<b>586,857</b>	<b>564,353</b>	<b>558,005</b>	<b>550,197</b>	<b>579,420</b>	<b>608,637</b>	<b>641,946</b>	<b>679,585</b>	<b>723,885</b>	<b>770,546</b>	<b>819,620</b>	<b>907,553</b>

**ARCH CAPE WATER DISTRICT  
LONG RANGE FINANCIAL PLAN  
GENERAL FUND**

	2020-21 ACTUAL	2021-22 ACTUAL	2022-23 BUDGET	2022-23 PROJECTED	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33
<b>EXPENDITURES</b>														
<b>PERSONNEL</b>														
SALARY/WAGE	138,181	140,701	158,233	144,190	135,000	141,750	148,838	154,791	160,983	167,422	175,793	184,583	193,812	203,502
TAXES & BENEFITS	79,911	77,749	90,886	79,639	91,150	95,708	100,493	104,513	108,693	113,041	118,693	124,628	130,859	137,402
<b>TOTAL PERSONNEL</b>	<b>218,092</b>	<b>218,450</b>	<b>249,119</b>	<b>223,829</b>	<b>226,150</b>	<b>237,458</b>	<b>249,330</b>	<b>259,304</b>	<b>269,676</b>	<b>280,463</b>	<b>294,486</b>	<b>309,210</b>	<b>324,671</b>	<b>340,904</b>
<b>MATERIALS &amp; SERVICES</b>														
ALLOCABLE EXPENSES	41,586	39,493	49,850	50,173	61,900	64,995	68,245	70,975	73,814	76,766	80,604	84,635	88,866	93,310
SD FACILITIES USE	3,226	3,375	3,750	3,750	3,750	3,000	3,000	3,001	3,002	3,003	3,004	3,005	3,006	3,007
WATERSHED	4,146	34,643	0	0	0	0	0	0	0	0	0	0	0	0
MAINTENANCE & CHEMICALS	36,360	79,057	40,000	44,868	71,500	43,575	45,754	47,584	49,487	51,467	54,040	56,742	59,579	62,558
UTILITIES	8,617	9,028	15,000	10,802	12,000	12,600	13,230	13,759	14,310	14,882	15,626	16,407	17,228	18,089
GEN'L & ADMINISTRATIVE	29,268	15,998	35,775	43,907	41,650	43,733	45,919	47,756	49,666	51,653	54,235	56,947	59,795	62,784
<b>TOTAL MATERIALS &amp; SERVICES</b>	<b>116,392</b>	<b>181,594</b>	<b>144,375</b>	<b>153,500</b>	<b>190,800</b>	<b>167,903</b>	<b>176,148</b>	<b>183,075</b>	<b>190,278</b>	<b>197,771</b>	<b>207,510</b>	<b>217,736</b>	<b>228,474</b>	<b>239,748</b>
<b>CAPITAL OUTLAY</b>			<b>78,768</b>	<b>2,000</b>	<b>2,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL OPERATING EXPENDITURES</b>	<b>334,484</b>	<b>400,044</b>	<b>472,262</b>	<b>379,329</b>	<b>418,950</b>	<b>405,360</b>	<b>425,478</b>	<b>442,378</b>	<b>459,954</b>	<b>478,233</b>	<b>501,996</b>	<b>526,946</b>	<b>553,144</b>	<b>580,652</b>
<b>TRANSFER TO CAPITAL FUND</b>	<b>0</b>	<b>37,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>200,000</b>
<b>DEBT SERVICE</b>	<b>20,772</b>	<b>20,772</b>	<b>20,772</b>	<b>20,772</b>	<b>20,772</b>	<b>20,772</b>	<b>20,772</b>	<b>20,772</b>	<b>20,772</b>	<b>20,772</b>	<b>20,772</b>	<b>20,772</b>	<b>20,772</b>	<b>20,772</b>
<b>TOTAL EXPENDITURES</b>	<b>355,256</b>	<b>457,816</b>	<b>493,034</b>	<b>400,101</b>	<b>439,722</b>	<b>426,132</b>	<b>446,250</b>	<b>463,150</b>	<b>480,726</b>	<b>499,005</b>	<b>522,768</b>	<b>547,718</b>	<b>573,916</b>	<b>801,424</b>
<b>CONTINGENCY &amp; ENDING BALANCE</b>														
CONTINGENCY			37,050		62,843	60,804	63,822	66,357	68,993	71,735	75,299	79,042	82,972	87,098
DESIGNATED RESERVES			40,141											
UNDESIGNATED	221,657	182,425	16,632	164,252	55,441	63,261	69,348	79,131	92,226	108,845	125,818	143,786	162,732	19,031
<b>TOTAL ENDING BALANCE</b>	<b>221,657</b>	<b>182,425</b>	<b>93,823</b>	<b>164,252</b>	<b>118,283</b>	<b>124,065</b>	<b>133,170</b>	<b>145,487</b>	<b>161,219</b>	<b>180,580</b>	<b>201,117</b>	<b>222,828</b>	<b>245,704</b>	<b>106,129</b>
<b>TOTAL REQUIREMENTS</b>	<b>576,913</b>	<b>640,241</b>	<b>586,857</b>	<b>564,353</b>	<b>558,005</b>	<b>550,197</b>	<b>579,420</b>	<b>608,637</b>	<b>641,946</b>	<b>679,585</b>	<b>723,885</b>	<b>770,546</b>	<b>819,620</b>	<b>907,553</b>
<b>END BAL OVER/(UNDER) BEG BAL</b>	<b>18,787</b>	<b>(39,232)</b>	<b>(115,681)</b>	<b>(18,173)</b>	<b>(45,969)</b>	<b>5,782</b>	<b>9,105</b>	<b>12,317</b>	<b>15,732</b>	<b>19,360</b>	<b>20,537</b>	<b>21,710</b>	<b>22,876</b>	<b>(139,575)</b>
<b>LIQUIDITY REQ'MENT: 16% OP EXP</b>														
LIQUIDITY REQ'MENT: 16% OP EXP	55,747	66,674	78,710	63,222	69,825	67,560	70,913	73,730	76,659	79,706	83,666	87,824	92,191	96,775
ENDING BALANCE MINUS LIQUIDITY REQ.	100,343	115,751	15,113		48,458	56,505	62,257	71,758	84,560	100,874	117,451	135,003	153,513	9,354
<b>CAPITAL FUND ENDING BALANCE</b>	<b>79,130</b>	<b>154,048</b>	<b>84,474</b>	<b>79,677</b>	<b>92,840</b>	<b>106,782</b>	<b>31,073</b>	<b>45,721</b>	<b>60,735</b>	<b>76,124</b>	<b>91,899</b>	<b>108,067</b>	<b>124,640</b>	<b>61,627</b>
Debt Service surcharges	18	172	96	17	114	118	125	134	145	160	175	191	208	98
Loans	20,772	203,197	114,595	20,772	139,055	144,837	153,942	166,259	181,991	201,352	221,889	243,600	266,476	126,901
IFA : BusOR WTP Upgrade \$536K SZ9006	20,772	20,772	20,772	20,772	20,772	20,772	20,772	20,772	20,772	20,772	20,772	20,772	20,772	20,772

**ARCH CAPE WATER DISTRICT  
LONG RANGE FINANCIAL PLAN  
CAPITAL FUND**

WATER DISTRICT - CAPITAL FUND														
	Act	Act	Budget	EOYP	PROJECTED									
	2020-21	2021-22	2022-23	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33
<b>RESOURCES</b>														
<b>BEGINNING BALANCE</b>	93,053	99,462	111,926	154,048	79,677	92,840	106,782	31,073	45,721	60,735	76,124	91,899	108,067	124,640
<b>REVENUE</b>														
SDC REVENUE	6,409	17,586	12,780	38,340	13,163	13,942	14,291	14,648	15,014	15,389	15,774	16,169	16,573	16,987
<b>TOTAL REVENUE</b>	6,409	17,586	12,780	38,340	13,163	13,942	14,291	14,648	15,014	15,389	15,774	16,169	16,573	16,987
<b>TRANSFER FROM GENERAL FUND</b>	0	37,000	76,768	0	0	0	0	0	0	0	0	0	0	200,000
<b>TOTAL RESOURCES</b>	99,462	154,048	201,474	192,388	92,840	106,782	121,073	45,721	60,735	76,124	91,899	108,067	124,640	341,627
<b>REQUIREMENTS</b>														
<b>EXPENDITURES</b>														
WATER SOURCE ASSESSMENT														
MEMBRANE REPLACEMENT							70,000							
SECOND WATER SOURCE							20,000							
STORAGE PLNG : PRELIM DESIGN														
TRUCK														
SOUTH RESERVOIR														280,000
METER REPLACEMENT			117,000	112,711										
OTHER														
<b>TOTAL EXPENDITURES</b>	0	0	117,000	112,711	0	0	90,000	0	0	0	0	0	0	280,000
<b>ENDING BALANCE</b>	99,462	154,048	84,474	79,677	92,840	106,782	31,073	45,721	60,735	76,124	91,899	108,067	124,640	61,627
<b>TOTAL REQUIREMENTS</b>	99,462	154,048	201,474	192,388	92,840	106,782	121,073	45,721	60,735	76,124	91,899	108,067	124,640	341,627

HISTORICAL DATA					2023-2024 FISCAL YEAR			
ACTUAL	ACTUAL	ADOPTED	EOY PROJ		PROPOSED	RECOMMEND	RECOMMEND	ADOPTED
YR: 20-21	YR: 21-22	YR: 22-23	YR: 22-23		Version 1	Version 2	Version 3	
<b>BEGINNING BALANCE</b>				<b>RESOURCES</b>				
167,033	221,657	169,363	182,424	Undesignated Balance	164,252	164,252	164,252	
35,837		40,141	0	Operating Reserve	0	0	0	
<b>202,870</b>	<b>221,657</b>	<b>209,504</b>	<b>182,424</b>	<b>TOTAL BEGINNING BALANCE</b>	<b>164,252</b>	<b>164,252</b>	<b>164,252</b>	
<b>REVENUE</b>								
184,014	211,088	187,072	190,428	User Fees [305 x \$167]	204,680	204,680	201,703	
21,628	24,880	17,000	12,355	Excess Usage Charges	17,000	17,000	17,000	
22,905	21,490	20,128	18,497	Debt Service Surcharges [305 x \$17]	20,468	20,468	20,740	
141,190	151,355	150,000	130,000	Sanitary District IGA Service Charge	150,000	150,000	150,000	
1,781	394	1,000	7	Interest	1,000	1,000	1,000	
349	7,277		37	Miscellaneous	0	0	0	
700	2,100	1,400	3,500	Meter Hookup Fee	1,400	1,400	1,400	
			26,729	Grant Reimbursements				
175				Cannon Beach IGA				
1,302		753	377	Cannon View Park	800	800	800	
<b>374,043</b>	<b>418,584</b>	<b>377,353</b>	<b>381,928</b>	<b>TOTAL REVENUE</b>	<b>395,348</b>	<b>395,348</b>	<b>392,643</b>	
<b>576,913</b>	<b>640,240</b>	<b>586,857</b>	<b>564,353</b>	<b>TOTAL RESOURCES</b>	<b>559,600</b>	<b>559,600</b>	<b>556,894</b>	
<b>PERSONNEL SERVICES</b>				<b>REQUIREMENTS</b>				
80,691	82,306	90,289	93,872	Manager	80,000	80,000	80000.00	
57,490	58,395	67,944	50,318	Operator	55,000	55,000	55000.00	
10,571	10,696	12,358	20,609	FICA	12,500	12,500	12500.00	
30,791	32,921	35,128	28,217	PERS	35,250	35,250	35250.00	
32,349	34,105	40,000	27,413	Medical Insurance	40,000	40,000	40000.00	
6,200	27	3,400	3,400	Worker's Compensation	3,400	3,400	3400.00	
<b>218,092</b>	<b>218,450</b>	<b>249,119</b>	<b>223,829</b>	<b>Total Personnel Services</b>	<b>226,150</b>	<b>226,150</b>	<b>226,150</b>	
<b>MATERIALS &amp; SERVICES</b>								
29,268	30,608	33,600	34,600	Administrative Services	38,400	38,400	38,400	
0	525	5,000	7,156	Temporary Help	10,000	10,000	10,000	
1,046	182	850	411	Clothing Allowance	1,000	1,000	1,000	
1,732	1,591	2,000	2,385	Education	2,700	2,700	2,700	
0	0	1,000	149	Travel	1,000	1,000	1,000	
1,616	2,189	2,300	628	Office Supplies	2,300	2,300	2,300	
1,565	1,503	1,600	1,312	Postage	2,500	2,500	2,500	

6,359	2,895	3,500	3,532	Vehicle	4,000	4,000	4,000
3,226	3,375	3,750	3,750	Sanitary District Use Charges	3,750	3,750	3,750
579	608	625	821	Payroll Service	500	500	500
6,326	6,730	8,250	10,419	Liability & Property Insurance	12,000	12,000	12,000
420	1,308	2,000	2,000	Licenses	2,000	2,000	2,000
29,308	70,402	33,500	38,731	Maintenance	65,000	65,000	65,000
7,052	8,655	6,500	6,137	Chemicals	6,500	6,500	6,500
4,146	34,643	0	0	Watershed	0	0	0
2,301	1,371	1,200	3,362	Dues/Taxes	1,450	1,450	1,450
692	512	5,000	6,807	Professional Services	5,000	5,000	5,000
3,650	3,500	15,000	15,000	Auditing	15,000	15,000	15,000
7,995	1,931	3,000	4,800	Legal Services	5,000	5,000	5,000
494	38	700	700	Notices	700	700	700
8,617	9,028	15,000	10,802	Utilities	15,000	12,000	12,000
<b>116,392</b>	<b>181,594</b>	<b>144,375</b>	<b>153,500</b>	<b>TOTAL MATERIALS &amp; SERVICES</b>	<b>193,800</b>	<b>190,800</b>	<b>190,800</b>
<b>CAPITAL OUTLAY</b>							
		76,768	0	Meters Replacement	0	0	0
		2,000	2,000	Access Road to WWTP	2,000	2,000	2,000
<b>0</b>	<b>0</b>	<b>78,768</b>	<b>2,000</b>	<b>Total Capital Outlay</b>	<b>2,000</b>	<b>2,000</b>	<b>2,000</b>
<b>334,484</b>	<b>400,044</b>	<b>472,262</b>	<b>379,329</b>	<b>TOTAL OPERATING EXPENSES</b>	<b>421,950</b>	<b>418,950</b>	<b>418,950</b>
<b>INTERFUND TRANSFERS</b>							
	37,000				76,768	0	0
<b>0</b>	<b>37,000</b>	<b>0</b>	<b>0</b>	<b>TOTAL INTERFUND TRANSFERS</b>	<b>76,768</b>	<b>0</b>	<b>0</b>
<b>DEBT SERVICE</b>							
20,772	20,772	20,772	20,772	IFA Water Plant Upgrade	20,772	20,772	20,772
<b>20,772</b>	<b>20,772</b>	<b>20,772</b>	<b>20,772</b>	<b>TOTAL DEBT SERVICE</b>	<b>20,772</b>	<b>20,772</b>	<b>20,772</b>
<b>355,256</b>	<b>457,816</b>	<b>493,034</b>	<b>400,101</b>	<b>TOTAL GENERAL FUND EXPENDITURES</b>	<b>519,490</b>	<b>439,722</b>	<b>439,722</b>
<b>CONTINGENCY &amp; ENDING BALANCE</b>							
		37,050	0	Contingency		62,843	62,843
		40,141	0	Operating Reserve	0	0	0
221,657	182,424	16,632	164,252	Undesignated	40,110	57,035	54,330
<b>221,657</b>	<b>182,424</b>	<b>93,823</b>	<b>164,252</b>	<b>TOTAL UNAPPROPRIATED BALANCE</b>	<b>40,110</b>	<b>119,878</b>	<b>117,172</b>
<b>221,657</b>	<b>182,424</b>	<b>93,823</b>	<b>164,252</b>	<b>TOTAL CONTINGENCY &amp; UNAPP BAL (ENDING)</b>	<b>40,110</b>	<b>119,878</b>	<b>117,172</b>
<b>576,913</b>	<b>640,240</b>	<b>586,857</b>	<b>564,353</b>	<b>TOTAL REQUIREMENTS</b>	<b>559,600</b>	<b>559,600</b>	<b>556,894</b>
<b>221,657</b>	<b>182,424</b>	<b>93,823</b>	<b>164,252</b>		<b>40,110</b>		



HISTORICAL DATA					2023-2024 FISCAL YEAR			
ACTUAL	ACTUAL	ADOPTED	EOY PROJ	RESOURCES	PROPOSED	RECOMMEND	RECOMMEND	ADOPTED
YR: 20-21	YR: 21-22	YR: 22-23	YR: 22-23		Version 1	Version 2	Version 3	FINAL
				<b>BEGINNING BALANCE</b>				
93,053	99,462	101,926	144,048	Undesignated Balance	79,677	79,677	79,677	
0	0	10,000	10,000	Reserve from Purchase				
<b>93,053</b>	<b>99,462</b>	<b>111,926</b>	<b>154,048</b>	<b>TOTAL BEGINNING BALANCE</b>	<b>79,677</b>	<b>79,677</b>	<b>79,677</b>	
				<b>REVENUE</b>				
				<b>OPERATING INCOME</b>				
6,409	17,586	12,780	38,340	SDC Revenue	13,163	13,163	13,163	
<b>6,409</b>	<b>17,586</b>	<b>12,780</b>	<b>38,340</b>	<b>TOTAL Operating Income</b>	<b>13,163</b>	<b>13,163</b>	<b>13,163</b>	
				<b>INTERFUND TRANSFERS</b>				
0	37,000	76,768	0	Transfer From General Fund	76,768	0	0	
<b>0</b>	<b>37,000</b>	<b>76,768</b>	<b>0</b>	<b>Total Interfund Transfers</b>	<b>76,768</b>	<b>0</b>	<b>0</b>	
<b>6,409</b>	<b>54,586</b>	<b>89,548</b>	<b>38,340</b>	<b>TOTAL REVENUE</b>	<b>89,931</b>	<b>13,163</b>	<b>13,163</b>	
<b>99,462</b>	<b>154,048</b>	<b>201,474</b>	<b>192,388</b>	<b>TOTAL RESOURCES</b>	<b>169,609</b>	<b>92,840</b>	<b>79,677</b>	
ACTUAL	ACTUAL	ADOPTED	EOY PROJ	EXPENDITURES	PROPOSED	RECOMMEND	ADOPTED	
YR: 20-21	YR: 21-22	YR: 22-23	YR: 22-23		Version 1	Version 2	Version 3	
				<b>CAPITAL OUTLAY</b>				
0		117,000	112,711	Meters Replacement	0	0	0	
<b>0</b>	<b>0</b>	<b>117,000</b>	<b>112,711</b>	<b>Total Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>0</b>	<b>0</b>	<b>117,000</b>	<b>112,711</b>	<b>TOTAL EXPENDITURES</b>	<b>0</b>	<b>0</b>	<b>0</b>	
				<b>CONTINGENCY &amp; UNAPPROPRIATED BALANCE</b>				
0	0	84,474	0	Contingency		92,840	79,677	
<b>99,462</b>	<b>154,048</b>	<b>0</b>	<b>79,677</b>	<b>Unappropriated Balance</b>	<b>169,609</b>	<b>0</b>	<b>0</b>	
<b>99,462</b>	<b>154,048</b>	<b>84,474</b>	<b>79,677</b>	<b>TOTAL CONTINGENCY &amp; UNAPP (ENDING) BAL</b>	<b>169,609</b>	<b>92,840</b>	<b>79,677</b>	
<b>99,462</b>	<b>154,048</b>	<b>201,474</b>	<b>192,388</b>	<b>TOTAL REQUIREMENTS</b>	<b>169,609</b>	<b>92,840</b>	<b>79,677</b>	

HISTORICAL DATA				ARCH CAPE FOREST FUND	2023-2024 FISCAL YEAR			
ACTUAL	ACTUAL	ADOPTED	EOYP	RESOURCES	PROPOSED	RECOMMEND	RECOMMEND	ADOPTED
YR: 20-21	YR: 21-22	YR: 22-23	YR: 22-23	BEGINNING BALANCE	Version 1	Version 2	Version 3	
		10,000	15,852	Undesignated Balance - From Purchase		350,752	319,103	
	20,000			Ernest Money	910,052			
	<b>20,000</b>	<b>10,000</b>	<b>15,852</b>	<b>TOTAL BEGINNING BALANCE</b>	<b>910,052</b>	<b>350,752</b>	<b>319,103</b>	
				<b>REVENUE</b>				
	940,000	1,040,000	263,374	Business Oregon ARPA Grant		987,000	776,626	
		30,000	30,000	Safe Drinking Water Revolving Loan Fund (U22010)	30,000	0	0	
	3,500,000			Forest Legacy Program Grant				
	250,000			Clatsop County Contribution				
		284,301	303,251	Private Donations held by NCLC on behalf of AC Water	303,251	303,251	0	
		100,000	90,000	Hollis Foundation Grant	90,000	90,000	90,000	
				Interest on LGIP Account			14,625	
	4,690,000			Miscellaneous				
	<b>4,690,000</b>	<b>1,454,301</b>	<b>686,625</b>	<b>TOTAL REVENUE</b>	<b>423,251</b>	<b>1,380,251</b>	<b>881,251</b>	
				<b>TOTAL RESOURCES</b>	<b>1,333,303</b>	<b>1,731,003</b>	<b>1,200,354</b>	
				<b>REQUIREMENTS</b>				
				<b>EXPENDITURES</b>				
				<b>OPERATION - DISTRICT</b>				
				Liability Insurace	0	0	0	
				ODF - Fire Protection	0	0	2,335	
				Audit	0	0	10,000	
	0	0	0	<b>TOTAL OPERATION</b>	<b>0</b>	<b>0</b>	<b>12,335</b>	
				<b>CAPITAL PROJECT - ARPA GRANT</b>				
	4,690,000			Land Purchase			0	
	4,148			Closing Cost			0	
		75,682	54,846	Project Management	45,786	35,786	40,836	
				District Staff Project Management (208 hrs @ \$13,104 fy)			13,104	
		98,000	52,971	Forestry Consultant	65,029	55,029	45,029	

		6,000	6,000	Finance Management	2,000	0	6,000	
		692,878	83,979	Construction (culvert replacement, stream crossing, drainage, improvements, road repairs)	692,878	609,878	608,899	
				Road Brushing - 83,979.20				
		7,500	3,000	Legal Fees	7,500	4,500	4,500	
		174,090	86,728	Land Maintenance Repair	172,958	172,590	48,258	
				Thinning Contract - 85,228.00				
		5,850	5,850	Conservation Planning	1,350	1,350	0	
0	0			Safe Drinking Water Revolving Loan Fund (U22010)	0	0	0	
	<b>4,694,148</b>	<b>1,060,000</b>	<b>293,374</b>	<b>TOTAL CAPITAL OUTLAY</b>	<b>987,501</b>	<b>879,133</b>	<b>766,626</b>	
	<b>4,694,148</b>	<b>1,060,000</b>	<b>293,374</b>	<b>TOTAL OPERATIONS &amp; CAPITAL OUTLAY</b>	<b>987,501</b>	<b>879,133</b>	<b>778,961</b>	
				<b>CONTINGENCY AND UNAPPROPRIATED BALANCE</b>				
	15,852	404,301	409,103	Contingency	345,802	851,870	421,393	
		0		Unappropriated Balance	0	0	0	
0	15,852	404,301	409,103	<b>TOTAL CONTINGENCY &amp; UNAPP BAL (ENDING)</b>	<b>345,802</b>	<b>851,870</b>	<b>421,393</b>	
	<b>4,710,000</b>	<b>1,464,301</b>	<b>702,478</b>	<b>TOTAL REQUIREMENTS</b>	<b>1,333,303</b>	<b>1,731,003</b>	<b>1,200,354</b>	

May 2023  
Notes from the Managers Desk

1. Continuity of operations continues. Permit requirements are being met for both water and sanitary requirements.
2. We have spent the past month working continuously on all three budgets. This consumed much of our time as we rehabilitated the budgets to represent current and projected financials and projected “mechanical” itineraries more accurately than has been previously presented. I’d like to remind everyone that this encourages transparency to the rate payers and provides a path forward for the upcoming fiscal year and years beyond that. This budget and the corresponding long range financial plan, in my opinion should be adopted jointly.
3. The new water meters helped us identify the leak on Montbrecia and Pacific. The meters “talk to each other” using sound. When the values between two nearby meters exceed a certain sound threshold they notify us using a leak report and graph. If interested, please ask me for more details.
4. The LEAK: Utility Services Associates, a leak detection company was in town for Cannon Beach. Utility Services Associates and members from Cannon Beach Water team came down on a late Friday afternoon and verified that we have likely, a substantial leak at the intersection of Montbrecia and Pacific. We are on the schedule to get this dug up and repaired with Mike McEwen, Cannon Beach Water and myself in the coming weeks!
5. We hired a new Operator. Logan Alexander comes highly recommended to us from our sister city Cannon Beach. Logan has been fully vetted to the best of our abilities utilizing two interviews with myself and Mike Brown (manager CB Wastewater). In addition we called all his references and his current employer as well (spoke directly to his supervisor). Bio-Med is also performing a background check on Logan as well. Logan started Friday May 12<sup>th</sup>, 2023. The educational side of his training begins July 1<sup>st</sup>, 2023 when the new budget goes into effect and we can use our training dollars to support him into his new role (on the academics side).
6. Curt and I continue to communicate weekly. Regular check in and status update to facility rehabilitation updates are ongoing.

Arch Cape Water Board,

I can't be at the meeting tonight, your fire board has it's first budget presentation.

At the town hall meeting last month the large maps were very informative. I noticed the blacked out area at the ridge that is designated sensitive vegetation area. The map showed all the streams in our water shed and I would think that this area would also be sensitive. Is it possible to designate these areas as sensitive, and if not, why?

Bob Cerelli