

**ARCH CAPE SANITARY DISTRICT  
BOARD OF COMMISSIONERS MEETING**

Thursday March 21st, 2024, 7:30 PM

In-Person at the Firehouse and Zoom

<https://us02web.zoom.us/j/87369759588?pwd=RFFDRjIzdFgrZFZOaFlxNlZxSndwQT09>

**Arch Cape Sanitary District Meeting**

- |   |       |
|---|-------|
| 1. <b>Call to Order</b>   | Casey |
| 2. <b>Public Comments</b>   | Casey |
| 3. <b>Agenda Approval (Action)</b>  | Casey |
| 4. <b>Approve February 15 and 27 Minutes (Action) – Pg. 2-3</b>   | Casey |
| 5. <b>Financial &amp; Administrative Reporting</b>  |       |
| A. <b>Accept February Budget &amp; Balance Sheet - Pg. 4-6</b>  | Casey |
| B. <b>Accept February Payment of Accounts - Pg. 7</b>   | Casey |
| C. <b>Treasurer’s Report</b>  | Darr  |
| <br>  |       |
| <b>Executive Session:</b> To consider information or records that are exempt by law from public inspection<br>ORS 192.660(2)(f) |       |
| 6. <b>Current Budget consideration – Paid Leave – (Action)</b>  | Casey |
| 7. <b>On-Call Policy and Compensation pg. 8-14</b>  | Casey |
| 8. <b>Appoint Budget Committee Members - (Action) pg. 15</b>  | Casey |
| Joe Sherman - Filling unexpired term through June 30, 2024  |       |
| Dale Mosby – Filling unexpired term through June 30, 2025   |       |
| Jeff Slemaker – Term through June 30, 2026  |       |
| 9. <b>Review of Personnel Policy pg. 16-17</b>  | Casey |
| 10. <b>Review of Purchasing Policy pg. 18-19</b>  | Casey |
| 11. <b>Reports</b>  |       |
| A. <b>Staff Report and Correspondence for Action - Pg. 20</b>   | Matt  |
| B. <b>Board Members’ Comments and Reports (March 2<sup>nd</sup> Community Forum)</b>  | All   |
| C. <b>Update on Audits</b>  | Tom   |
| D. <b>Budget Committee Schedule</b>   | Casey |
| 12. <b>April Meeting Agenda Items</b>   | All   |
| 13. <b>Public Comments</b>  | Casey |
| 14. <b>Adjournment</b>  | Casey |

**Arch Cape Sanitary District**  
**Board Meeting Minutes**  
February 15, 2024

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

Present: Casey Short, Chair, Directors: Darr Tindall, Steve Hill, Tom Mattia. Absent: Mark Engberg [Excused], Staff: Matt Gardner, District Manager and Teri Fladstol, Administrative Assistant. Public: J Bettis

Call to Order at 6:00 pm by Casey Short

Public Comments: None

Agenda Approval: Motion made by Darr Tindall to accept agenda as presented; Second by Tom Mattia; Motion Carried.

Accept January Minutes: Motion made by Darr Tindall to accept minutes as presented; Second by Tom Mattia; Motion Carried.

Financial & Administrative Reporting: Motion to accept January Budget & Balance Sheet by Tom Mattia; Second by Darr Tindall; Motion to accept January payment of accounts by Darr Tindall; Second by Tom Mattia. Motion carried. Treasurer's Report: Darr Tindall report the reconciliation was performed; all good.

Audits Update & Implementing Board: Tom Mattia has been on this with the auditors and has gotten the FY 2022 Final copy. We will continue to work on FY 2023 audit, but it will not be available in time for the budgeting process per Matt's conversation with Glen Kearns.

Amend Polices & Rules (Action):

Call to order a joint meeting of the District Board of Directors and Local Contract Review Board at 6:08 pm.

Public Hearing regarding Resolution #24-0216 SD opened at 6:09 / closed at 6:10.

Tom Mattia moved to adopt Resolution #24-0216 SD on behalf of Arch Cape Sanitary District and on behalf of the District's Local Contract Review Board. Second by Darr Tindall; Motion Carried. Adjournment of the joint meeting at 6:14 pm.

Staff Report & Correspondence for Action:

Matt Gardner asked if anyone had questions on the Staff Report. Matt and Curt McLeod will come forward at the March meeting with a request for parts to keep Webb moving along. Parts are out as far as December 2024 so we will need to find suppliers.

Budget Committee member's – Mike Wodtke can serve on Sanitary Board, but not on Water since he is not a registered voter in Clatsop County. Darr will talk to Chris Anderson regarding serving on the Water Board. We will work on records and appointments as we move forward.

March Meeting:

Webb Lift – Matt/Curt McLeod Presentation

Budget Committee & Appointments

Casey would like to start reviewing polices and we will start with the Personnel Policies in March.

Public Comments: None

There being no further business, Motion by Darr Tindall to adjourn the meeting. Second by Steve Hill, Motion Carried. Meeting adjourned at 6:32 pm.

Respectfully Submitted

Attest:

Teri Fladstol, Secretary

\_\_\_\_\_  
Casey Short, President

**Arch Cape Sanitary District**  
**Board Meeting Minutes**

February 27, 2024

Pursuant to notice posted, a special meeting of the Sanitary District Board of Directors, in conjunction with the Domestic Water Supply District Board of Directors was held via Zoom.

Present: Casey Short, Chair; Directors: Mark Engberg, Thomas Mattia, Darr Tindall.  
 Absent: Steve Hill. Called to order at 5:30 p.m. by Casey Short.

Public Comments: None

Executive Session: The Board considered information or records that are exempt by law from public inspection under ORS 192.660(2)(f).

Open Session: The Board agreed to table adoption of policy revisions to the District's on-call policy until the next regular board meeting.

The Board deliberated and motioned to offer payment for on-call time to the current and former District Operators. Darr Tindall moved, seconded by Mark Engberg, to offer payment of \$1,148.13 plus appropriate contributions to PERS to the current District Operator and to offer payment of \$37,559.50 including appropriate contributions to PERS to the former District Operator, who is currently employed as the District Manager. Darr Tindall and Casey Short voted aye, Thomas Mattia and Mark Engberg voted no; the motion failed. Casey Short passed the gavel to Vice-President Thomas Mattia and moved, seconded by Darr Tindall, that payment of \$41,471.47 plus appropriate contributions to PERS be offered to the former District Operator and \$1,148.13 be offered to the current District Operator. The motion passed 4-0. Casey Short took back the gavel from Thomas Mattia and adjourned the meeting at 7:12 p.m.

Respectfully Submitted

Attest:

Matt Mainsheimer, Water District's Attorney

\_\_\_\_\_

Casey Short, President

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

<b>RESOURCES</b>							
	<b>Budget</b>	<b>1st Qtr</b>	<b>2nd Qtr</b>	<b>Jan-24</b>	<b>Feb-24</b>	<b>Received</b>	<b>% Rec</b>
Beginning Balance	\$ 190,752	\$ 190,752	\$ 190,752	\$ 190,752	\$ 190,752	\$ 190,752	
<b>REVENUE</b>							
Base Rate Meter Sales	\$ 354,000	\$ 95,365	\$ 74,589	\$ 28,192	\$ 25,433	223,578	63%
Overage/Excess Usage	\$ 17,700	\$ 6,217	\$ 18,219	\$ 844	\$ 346	25,626	145%
Debt Service	\$ 38,232	\$ 9,965	\$ 8,847	\$ 2,867	\$ 2,665	24,344	64%
WD Facilities Use Charge	\$ 3,750					-	0%
Miscellaneous Income	\$ -					-	
LGIP - Interest	\$ -	\$ 3,233	\$ 5,653	\$ 1,900		10,786	
<b>TOTAL REVENUE</b>	<b>\$ 413,682</b>	<b>\$ 114,781</b>	<b>\$ 107,307</b>	<b>\$ 33,802</b>	<b>\$ 28,444</b>	<b>\$ 284,334</b>	<b>69%</b>
<b>TOTAL RESOURCES</b>	<b>\$ 604,434</b>	<b>\$ 305,533</b>	<b>\$ 298,059</b>	<b>\$ 224,554</b>	<b>\$ 219,196</b>	<b>\$ 475,086</b>	<b>79%</b>
<b>REQUIREMENTS</b>							
<b>EXPENDITURES</b>							
<b>MATERIALS &amp; SERVICES</b>							
	<b>Budget</b>	<b>1st Qtr</b>	<b>2nd Qtr</b>	<b>Jan-24</b>	<b>Feb-24</b>	<b>Spent</b>	<b>% Left</b>
Inter-Govern Agreement (IGA)	\$ 157,500	\$ 17,996	\$ 41,923	\$ -	\$ 29,432	89,351	43%
Liability & Property Insurance	\$ 16,100			\$ 15,905		15,905	1%
Licenses	\$ 3,500			\$ 3,190		3,190	9%
Dues & Taxes	\$ 1,200	\$ 59	\$ 5,879	\$ (3,182)	\$ 8	2,765	-130%
Professional Services	\$ 5,000	\$ 18,755	\$ 10,695	\$ (29,450)		-	100%
Auditing Service	\$ 10,000				\$ 9,000	9,000	10%
Legal Services	\$ 5,000		\$ 203	\$ 750	\$ 63	1,016	80%
Notices	\$ 700		\$ 5	\$ (5)		-	100%
Utilities	\$ 46,000	\$ 9,107	\$ 10,826	\$ 4,383	\$ 4,614	28,931	37%
Emergency Sanitation	\$ 500					-	100%
Maintenance	\$ 115,489	\$ 11,758	\$ 13,752	\$ 4,731	\$ 14,268	44,509	61%
Chemicals	\$ 7,000				\$ 2,801	2,801	60%
<b>TOTAL MATERIALS &amp; SERVICES</b>	<b>\$ 367,989</b>	<b>\$ 57,675</b>	<b>\$ 83,282</b>	<b>\$ (3,677)</b>	<b>\$ 60,186</b>	<b>\$ 197,466</b>	<b>46%</b>
<b>DEBT SERVICE &amp; SURCHARGES</b>							
Debt Serv-IFA Plant Upgrade [P]	\$ 16,163		\$ 16,163			16,163	0%
Debt Serv-IFA Plant Upgrade [I]	\$ 3,156		\$ 3,156			3,156	0%
Debt Serv-IFA Y13002 Plant Upgrade [P]	\$ 13,179		\$ 13,179			13,179	0%
Debt Serv-IFA Y13002 Plant Upgrade [I]	\$ 6,205		\$ 6,205			6,205	0%

	Budget	1st Qtr	2nd Qtr	Jan-24	Feb-24	Spent	% Left
TOTAL DEBT SERVICE	\$ 38,702	\$ -	\$ 38,702	\$ -	\$ -	\$ 19,319	50%
TOTAL EXPENDITURES	\$ 406,691	\$ 57,675	\$ 121,984	\$ (3,677)	\$ 60,186	\$ 216,785	47%
<b>CONTINGENCY &amp; UNAPPROPRIATED BALANCE</b>							
Contingency	\$ 54,735						100%
Unappropriated Balance	\$ 143,008						100%
TOTAL CONTINGENCY & UNAPPROPRIATED BALANCE	\$ 197,743	\$ -	\$ -	\$ -	\$ -	\$ -	100%
TOTAL REQUIREMENTS:	\$604,434	\$57,675	\$121,984	-\$3,677	\$60,186	\$216,785	64%

<b>CAPITAL FUND</b>							
	Budget	1st Qtr	2nd Qtr	Jan-24	Feb-24	Received	% Rec
<b>RESOURCES</b>							
Beginning Balance	\$191,275	\$191,275	\$191,275	\$191,275	\$191,275	\$191,275	100%
<b>REVENUE</b>							
SDC Revenue	\$19,698	\$19,411			\$9,849	\$29,260	149%
TOTAL REVENUE	\$19,698	\$19,411	\$0	\$0	\$9,849	\$29,260	
TOTAL RESOURCES	\$210,973	\$210,686	\$191,275	\$191,275	\$201,124	\$220,535	105%
<b>REQUIREMENTS</b>							
	Budget	1st Qtr	2nd Qtr	Jan-24	Feb-24	Spent	% Left
<b>EXPENDITURES</b>							
Webb Lift Station	\$55,000			29,450		\$29,450	46%
TOTAL EXPENDITURES	\$55,000	0	0	29,450	0	\$29,450	
<b>CONTINGENCY &amp; UNAPPROPRIATED BALANCE</b>							
Contingency	\$155,973					\$155,973	0%
Unappropriated Balance							
TOTAL CONTINGENCY & UNAPPROPRIATED BALANCE	\$ 155,973					\$155,973	0%
TOTAL REQUIREMENTS:	\$210,973	\$0	\$0	\$29,450	\$0	\$185,423	12%

GO BOND DEBT							
	Budget	1st Qtr	2nd Qtr	Jan-24	Feb-24	Received	% Rec
<b>RESOURCES</b>							
Beginning Balance	\$15,426					15,426	
<b>REVENUE</b>							
Tax Turnover - SD GO Bond	\$144,600		130,392		931	131,323	91%
LGIP - Interest	\$0	3,860		2,582		6,442	
<b>TOTAL REVENUE</b>	<b>\$ 144,600</b>	<b>\$ 3,860</b>	<b>\$ 130,392</b>	<b>\$ 2,582</b>	<b>\$ 931</b>	<b>\$ 137,765</b>	<b>95%</b>
<b>TOTAL RESOURCES</b>	<b>\$160,026</b>	<b>\$3,860</b>	<b>\$130,392</b>	<b>\$2,582</b>	<b>\$931</b>	<b>\$153,191</b>	<b>96%</b>
<b>REQUIREMENTS</b>							
	Budget	1st Qtr	2nd Qtr	Jan-24	Feb-24	Spent	% Left
<b>EXPENDITURES</b>							
<b>DEBT SERVICE &amp; SURCHARGES</b>							
Debt Serv-USDA Loan#92/02 [P]	\$ 121,464				\$ 121,464	121,464	0%
Debt Serv-USDA Loan #92/02 [I]	\$ 23,136				\$ 23,136	23,136	0%
<b>TOTAL DEBT SERVICE</b>	<b>\$ 144,600</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 144,600</b>	<b>\$144,600</b>	
<b>TOTAL EXPENDITURES</b>	<b>\$ 144,600</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 144,600</b>	<b>\$144,600</b>	<b>0%</b>

Type	Num	Date	Name	Account	Paid Amount
Check	9062	2/2/2024	Spectrum Business	01-6110 · Utilities	-259.96
Check	9144	2/6/2024	USDA - Loan# 92/02	01-7500 · Debt Service - Genera Fund	-121464
Check	9145	2/6/2024	USDA - Loan# 92/02	01-7500 · Debt Service - Genera Fund	-23136
Check	9146	2/6/2024	Arch Cape Water District	01-5999 · Inter-Govern Agreement (IGA)	-5305.66
Check	9147	2/6/2024	Arch Cape Water District	01-5999 · Inter-Govern Agreement (IGA)	-13769.67
Check	9148	2/7/2024	USA BlueBook	01-6200 · Maintenance	-8.69
Check	9149	2/7/2024	General Utilities Co	01-6200 · Maintenance	-1300
Check	9150	2/7/2024	Recology Western Oregon	01-6110 · Utilities	-58.57
Check	9151	2/7/2024	D&D Forestry	01-6200 · Maintenance	-1000
Check	9152	2/7/2024	Cascade Columbia	01-6201 · Chemicals	-2457.06
Check	9153	2/7/2024	Pacific Power	01-6110 · Utilities	-4178.56
Check	9154	2/7/2024	Arch Cape Water District	01-4601 · Base Rate Meter Sales	-368
Check	9143	2/7/2024	Arch Cape Water District		0
Check	9155	2/15/2024	Local Governement Law Group, PC	01-6108 · Legal Services	-62.92
Check	9156	2/15/2024	Recology Western Oregon	01-6110 · Utilities	-117.14
Check	9157	2/15/2024	City of Seaside	BioSolids	-3400
Check	EFT	2/16/2024	Clatsop County Lawn & Tractor	01-6200 · Maintenance	-892.51
Check	EFT	2/16/2024	Clatsop County Lawn & Tractor	Corrective Maintenance	-58.44
Check	EFT	2/16/2024	Clatsop County Lawn & Tractor	Corrective Maintenance	-145.41
Check	EFT	2/18/2024	Amazon	01-6200 · Maintenance	-14.99
Check	EFT	2/18/2024	Amazon	01-6200 · Maintenance	-368.6
Check	EFT	2/20/2024	Safeway	Lab Tests & Supplies	-14.9
Check	EFT	2/20/2024	ERS Seaside	01-6200 · Maintenance	-172.55
Check	EFT	2/20/2024	ERS Seaside	01-6200 · Maintenance	-24.57
Check	EFT	2/22/2024	Google	01-6200 · Maintenance	-1.99
Check	EFT	2/22/2024	Microsoft	01-6105 · Dues & Taxes	-8.25
Check	9158	2/22/2024	Tevis Dooley Woodwork	Corrective Maintenance	-1086.59
Check	9159	2/22/2024	Tevis Dooley Woodwork	P2 - Deferred	-4968.52
Check	9160	2/22/2024	City of Cannon Beach	01-6201 · Chemicals	-343.75
Check	9161	2/22/2024	Accuity, LLC	01-6107 · Auditing Service	-9000
Check	9162	2/29/2024	Aquionics	Normal Scheduled Maintenance	-800
Check	9164	2/29/2024	Arch Cape Water District	01-5999 · Inter-Govern Agreement (IGA)	-10356.51
Check		2/29/2024	1st Security Bank	01-6200 · Maintenance	-10

**On-Call - Topic Description**  
**March 21, 2024**

Action / Information: Action

Background

The Districts have had an on-call policy where a District staff member is expected to be on-call to respond to emergency alarms and other after-hours issues. While employees were compensated for time responding to calls, they were not compensated for time waiting for such calls.

The District intends to formalize an on-call policy and to compensate employees for previous time spent in on-call status waiting for calls.

Attached: Proposed On-Call Policy, Resolution, Settlement Agreements

Board Objective - Action

Proposed Motion 1:

That Resolution 24-0321 SD be approved which adopts the proposed On-Call Policy and develop an On-Call Escalation Policy within 45 days to address situations where the District Operator is unable to respond to a call.

Proposed Motion 2:

That the Arch Cape Sanitary and Water District pay the District Manager, Matt Gardner, \$41,471.47 plus appropriate PERS contributions from the Districts' reserve funds in exchange for a settlement and release of claims for on-call time while the District Manager was employed as the District Operator.

Proposed Motion 3:

That the Arch Cape Sanitary and Water District pay the District Operator, Logan Alexander, \$1,148.13 plus appropriate PERS contributions from the Districts' reserve funds in exchange for a settlement and release of claims for on-call time from his start date through the present.

Proposed Motion 4:

That Payment for back pay and legal expenses will be split 50% - 50% between the Districts.



### **Arch Cape Water District and Sanitary District – On Call Policy**

On call duty is necessary to meet the needs of the District residents as issues with the water and sanitary system can arise outside of ordinary work hours. Accordingly, the Districts have adopted the following on-call policy.

**General Terms** – On-call duties will be traded between the District Manager and the District Operator, with the expectation that each will take six months' on-call duty per year. The District Manager shall be responsible for scheduling on-call duty in consultation with the District Operator, with the intent that the On-Call person will be available and willing to respond to calls during their on-call duty. The expectation is that on-call duty will be shared equally. The employee who is on call will be considered in on-call duty status for all hours outside of their ordinary work hours.

**The District Manager's Duties** – During the District Manager's on-call duty, the District Manager must be: 1) available to respond to any situation as it arises and must respond to a call within 30 minutes, and 2) must remain physically and mentally capable of responding to a call. In other words, the District Manager may not be intoxicated or otherwise incapable of responding. During the District Operator's on-call status, the District Manager must cover for the District Operator when the District Operator cannot respond to a call. If the District Manager cannot respond to a call, the District Manager will follow the On-Call Escalation Procedure.

**The District Operator's Duties** – During the District Operator's on-call duty, the District Operator must be available to respond to any situation as it arises and must respond via phone to a call as soon as possible. If the call requires being on site, the District Operator is expected to be able to respond within 30 minutes. During the District Operator's on-call duty, the District Operator must remain physically and mentally capable of responding to a call. In other words, the District Operator may not be intoxicated or otherwise incapable of responding.

When serving on-call duty, the District Operator is expected to be able to contact and respond telephonically to the District Manager within 30 minutes of receiving any call. If the District Operator is unable to respond to a call or responds to a call and is unable to appropriately address it, the District Operator must immediately notify the District Manager, who will take responsibility for the call by either responding to the call or follow the On-Call Escalation Policy. The District Operator may not respond to a call if he or she is not physically and mentally capable of doing so, but must notify the District Manager of such. If the District Manager is unavailable, the District Operator must follow the on-call escalation policy. If the call requires two people to address, the District Operator shall inform the District Manager of the amount of time necessary to respond and shall respond to the call as quickly as possible.

#### **On-Call Compensation:**

**District Manager:** Because of the increased responsibility assumed by the District Manager, the District Manager will receive on-call compensation of 10% of base salary.

**District Operator:** The District Operator will be compensated for on-call duty at the rate of 5% of hourly rate for every hour they are on On-Call Duty. Any time spent by the District Operator responding on-site to a call, including travel time, will be paid at time and a half, for either two hours or the actual amount of time spent responding, whichever is greater.

**RESOLUTION # 24-0321 SD**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARCH CAPE SANITARY DISTRICT  
AMENDING RESOLUTION 14-02 SD TO ADD A PROVISION TO PERSONNEL POLICIES  
ESTABLISHING AN ON-CALL POLICY FOR DISTRICT EMPLOYEES**

WHEREAS, The Arch Cape Domestic Sanitary District (the District) Board of Directors (the Board) has an adopted set of Personnel Policies as contained in Resolution # 14—02 and subsequent amendments; and

WHEREAS, the Board has determined it is proper to include an On-Call Policy in its Personnel Policies to provide a framework for reporting and compensation practices for employees when they are on call after regular duty hours; and

WHEREAS, an On-Call Policy has been drafted for Board consideration.

NOW THEREFORE, it is resolved as follows:

The Board adopts the On-Call Policy attached as Exhibit A, amending Resolution # 14-02, to be included in the District’s Personnel Policies in the section headed “PAYROLL, SCHEDULING, AND OVERTIME PRACTICES.”

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
President, Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

## SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“Agreement”) is entered into between Matt Gardner (“Gardner”) and Arch Cape Water and Sanitary Districts (the “Districts”) (collectively, the “Parties”). The Parties agree as follows:

### AGREEMENT

In consideration of the promises set forth below, the Parties agree as follows:

- 1. Payment.** In total, the Districts will pay the gross amount of \$41,471.47 plus appropriate contributions to Gardner’s PERS, less applicable withholdings and deductions, for which the Districts will issue Gardner an IRS Form W-2, within ten (10) business days of the Effective Date of this Agreement.
- 2. No Fault.** By entering into this Agreement, no party admits any liability to the other, other than the liabilities arising directly from this Agreement.
- 3. Release of Claims.** In consideration for the payment described in Paragraph 1, Gardner expressly waives and releases all claims, whether known or unknown, against the Districts, their respective officers, directors, managers, employees, agents and other representatives, and their successors and assigns, for salary, wages, and other compensation and benefits payable for on-call time arising under any legal theory, including, but not limited to, tort, contract, federal, state, or other governmental statute, executive order, or ordinance. This Agreement does not waive or release any rights or claims that may arise after the date this Agreement is signed or that cannot legally be waived or released.
- 4. Entire Agreement.** This Agreement sets forth the entire agreement between Gardner and the Districts and supersedes all prior Agreements or understandings (whether or not in writing) pertaining to Gardner’s salary, wages, and other compensation and benefits payable for on-call time while he was employed as the District Operator.
- 5. Governing Law and Forum Selection.** The laws of Oregon shall govern this Agreement and the performance by the Parties of their respective obligations. Any suit, action, or proceeding arising out of or relating to this Agreement shall be brought in the Clatsop County Circuit Court.
- 6. Modification.** This Agreement may only be changed in writing signed by the Parties.
- 7. Signatures in Counterpart.** This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the Parties have executed this Agreement intending to be bound by

it:

The Arch Cape Sanitary District

\_\_\_\_\_  
Matt Gardner

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Casey Short, President

Dated: \_\_\_\_\_

The Arch Cape Water District

\_\_\_\_\_  
By: Bill Campbell, President

Dated: \_\_\_\_\_

## SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“Agreement”) is entered into between Logan Alexander (“Alexander”) and Arch Cape Water and Sanitary Districts (the “Districts”) (collectively, the “Parties”). The Parties agree as follows:

### AGREEMENT

In consideration of the promises set forth below, the Parties agree as follows:

- 1. Payment.** In total, the Districts will pay the gross amount of \$1,148.13 plus appropriate contributions to Alexander’s PERS, less applicable withholdings and deductions, for which the Districts will issue Alexander an IRS Form W-2, within ten (10) business days of the Effective Date of this Agreement.
- 2. No Fault.** By entering into this Agreement, no party admits any liability to the other, other than the liabilities arising directly from this Agreement.
- 3. Release of Claims.** In consideration for the payment described in Paragraph 1, Alexander expressly waives and releases all claims, whether known or unknown, against the Districts, their respective officers, directors, managers, employees, agents and other representatives, and their successors and assigns, for salary, wages, and other compensation and benefits payable for on-call time arising under any legal theory, including, but not limited to, tort, contract, federal, state, or other governmental statute, executive order, or ordinance. This Agreement does not waive or release any rights or claims that may arise after the date this Agreement is signed or that cannot legally be waived or released.
- 4. Entire Agreement.** This Agreement sets forth the entire agreement between Alexander and the Districts and supersedes all prior Agreements or understandings (whether or not in writing) pertaining to Alexander’s salary, wages, and other compensation and benefits payable for on-call time while he was employed as the District Operator.
- 5. Governing Law and Forum Selection.** The laws of Oregon shall govern this Agreement and the performance by the Parties of their respective obligations. Any suit, action, or proceeding arising out of or relating to this Agreement shall be brought in the Clatsop County Circuit Court.
- 6. Modification.** This Agreement may only be changed in writing signed by the Parties.
- 7. Signatures in Counterpart.** This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the Parties have executed this Agreement intending to be bound by

it:

The Arch Cape Sanitary District

\_\_\_\_\_  
Logan Alexander

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Casey Short, President

Dated: \_\_\_\_\_

The Arch Cape Water District

\_\_\_\_\_  
By: Bill Campbell, President

Dated: \_\_\_\_\_

**Budget - Topic**  
**Description - March 21,**  
**2024**

Action / Information: Action & Information

**A. Appoint Budget Committee Members (Action)**

Board	Community	Term
1. Casey Short		
2. Thomas Mattia		
3. Darr Tindall		
4. Steve Hill		
5. Mark Engberg		
	1. Mike Wodtke	2023-2025
	2. Dale Mosby	2023-2025
	3. Lauren Ahlgren	2022-2024
	4. Joe Sherman	2022-2024
	5. Jeff Slemaker	2024-2026

**Board Objective - Action**

Proposed Motion: That

- Dale Mosby be appointed to fill the vacant position with the term ending in 2025
- Joe Sherman be appointed to fill the vacant position with the term ending this year in 2024
- Jeff Slemaker be appointed to fill the open 3-year position that ends in 2026

**B. Schedule of Events (Information)**

Month	Day / Time	Event	Focus / Intent
March	March 21st	Board Meeting	Determine intent to put a local option levy on November 2024 Ballot
	March 26 <sup>th</sup> 4:00 Zoom	Budget Meeting In person with Zoom	1 <sup>st</sup> meeting - District Manager presents budget and first round of discussion
April	April 18 <sup>th</sup> 4:00 Zoom	Budget Meeting In person with Zoom	2 <sup>nd</sup> meeting – Refinement of Budget
	April 18 <sup>th</sup>	Board Meeting	Distribute forms for District Manager Performance Evaluation
May	May 1 <sup>st</sup> 4:00 Zoom	Joint Personnel Committee	Executive Session: Performance Evaluation and Merit Increase Recommendation of District Manager; Recommend COLA Amount for Both Staff.
	May 9 <sup>th</sup> 4:00 Zoom	Budget Meeting In person with Zoom	3 <sup>rd</sup> Meeting – Final refinement and approval of Budget
	May 16 <sup>th</sup>	Board Meeting	Approve Budget

DATE: March 15, 2024

TO: Arch Cape Sanitary District Board

FROM: Casey Short, Board President

SUBJ: Personnel Policies

At last month's meeting I asked that we review district policies, which have largely gone unnoticed in the several years since most of them were adopted. I asked that board members review them for discussion at our March meeting. When I took a look, I was surprised to find the policy is 47 pages long, which is more than I expected all of you to read and digest. Since I made the assignment, I thought it was only fair that I give you all a thumbnail sketch of what the policies say.

Page

- 2 Job Announcements – Initiated by Board, posted for a minimum of 30 days before closing date. The Board makes all appointments.
- 2-4 Provides for Veteran's preference.
- 4 Probationary period is 6 months, which the Board may extend up to 6 more months.
- 5 A Probationary Employee doesn't change to Regular until notified in writing. Temporary employees are not eligible for benefits. There's a reference under Discipline and Discharge that refers to page 251, which just tells me that these were taken directly from an outside source.
- 6 Driving record will be checked before hiring as a condition of employment. Employees must notify the Board of any traffic violations.
- 7 Resignations must provide at least 10 days' written notice.
- 7-9 Deals with personnel records
- 9 The policy says we will have a pay plan showing minimum and maximum pay rate, which I don't know if we do. (If we do, I'd like to see it.) At the end of a probationary period, the Board may grant a pay raise. Reviews after that are to be every 12 months.
- 10 Medical insurance is to include dental and vision.
- 11 "At least two weeks prior to the anticipated travel, the employee should submit a completed REQUEST FOR EXPENSES form to the direct supervisor (Board of Directors or Manager.) This will document advance approval of the requested travel and provide a basis for an advance of funds to the employee."
- 13 Lists vacation accrual rates; an employee may accrue up to 240 hours. The 10 authorized holidays are listed here.
- 14 Sick leave is accrued at 8 hours per month.
- 15 At supervisor's discretion, Comp. Time may be given instead of overtime, at 1.5 hours for each hour worked. Jury duty: Employees will be paid at their regular rate if they serve jury duty, but jury duty pay will be turned over to the district. Military duty and domestic victim's violence are discussed here.



- 16 Board is to establish a safety committee; every accident and near miss “is cause for review.” A copy of safety policies shall be delivered to every employee.
- 17 All accidents, vehicular or other, at to be reported in detail as soon as possible.
- 17-18 Return-to-work policy.
- 21-22 Employees may have outside employment, but the district is first. Supervisor must be notified of any outside work, and the supervisor is to advise employee if there’s a conflict.
- 22-28 Drug and Alcohol policy. Testing may be done only if there is “reasonable suspicion.”
- 28-30 Non-discrimination and harassment policy
- 30-31 Performance evaluation is to be done annually in the month of the employee’s anniversary date. Pay increases may be awarded at this time. Includes detail.
- 32-34 Outlines discipline policy
- 34 Education & Training. Most relevant part quoted here:

Employees may request compensation for the costs of college-level, technical or other academic course work, seminars, and conferences relevant to their current or future roles in the organization. Such requests must be made in writing to the Board of Directors for approval prior to the employee's enrollment or participation. Reimbursement for college-level course work will only be made if the employee receives a passing grade. All training activities involving a cost to the District must be approved in advance, in writing.
- 34-36 Email/internet and cell phone usage policy. Personal use kept to a minimum. Provides restrictions on internet, such as no unauthorized software and also discusses obligations for district-provided cell phone.
- 37-39 Discusses Family Medical Leave for employers with 25 or more employees, so it doesn’t apply.
- 39-41 HIV policy
- 41-42 Job sharing and leave transfer policies.
- 43 Communications and Software Systems policy
- 44 Confidentiality Statement (to be signed, dated, and witnessed)
- 45-46 Handbook receipt acknowledgment form
- 47 Harassment policy

DATE: March 15, 2024

TO: Arch Cape Sanitary District Board of Directors

FROM: Casey Short, Board President

SUBJ: Purchasing Rules

We adopted new Purchasing & Contracting rules in a resolution last month. These rules were sent to the district, unsolicited, from a law firm that does this sort of thing. Shortly after last month's meeting, I sent an email to Eileen Eakins, who has been the district's contracted legal counsel for several years (though I don't think we've ever asked her to do any work for us). The question I asked her was a general one about the sorts of procedures we would need to follow as we procure materials and services for upcoming capital projects. She responded with some general guidance and told me she does this sort of thing for other special district clients, and I followed up by sending her the rules we had just adopted and asked "to take a quick look and let me know what you think."

The attached is her email response. What I got from this is that we probably should have asked her to do the work for us in the first place, and I said we would do so in the future with this sort of thing. She also noted some areas in the adopted rules that perhaps aren't the best for us, but she said they'll probably serve. She also advised that we consult legal counsel when we have a situation that requires us to go through formal rules and processes. In response to a follow-up question from me, she said she could adapt these adopted rules that would fit our needs a little better, and estimated the cost at \$600-\$800.

I'm bringing this to your attention to let you know what I found out and see if there is interest from the board in having her adapt our adopted rules. I've put this on our March 21 agenda and we can discuss it then.

Hi, Casey:

I routinely prepare contracting rules for my clients, advise them on public contracting matters, and provide training on public contracting through SDAO a couple of times a year. This is the first time I've heard of rules being available for purchase from a law firm. If you feel comfortable with it I'd love to see what those look like. I'd be cautious with a "one size fits all" approach to public contracting in Oregon.

To answer your question, under Oregon law, purchases of goods, and services that are not professional services contracts, are "procurements," and public bodies must follow both statutory procedures and their own contracting rules as they apply to procurements. If the law firm is selling contracting rules as a product, in my opinion the purchase of the rules themselves should follow contracting procedures for procurements.

In comparison, contracts for professional services, such as legal services, are "personal services" contracts under Oregon law. With the exception of professional services related to construction (e.g, architects, engineers, surveyors), which have extra requirements under the Oregon public contracting code, professional services are awarded as prescribed in the entity's local public contracting rules.

So, if the rules the board adopted establish procedures the district will use to award professional services contracts, follow those when contracting for professional services. Assuming the board is authorized by your contracting rules to award professional services contracts directly (i.e., without competitive bidding), you can enter into a professional service contract directly with any qualified professional within the definition of "personal services" set out in your rules. This typically includes attorneys, and a standard engagement letter is a sufficient contract as long as the board agrees to its terms.

Eileen G. Eakins  
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## March 2024 Staff Report

### Major Accomplishments:

1. Deep physical cleaning of membrane bio reactor 2. Multi agency and contractor participation to complete this large and complex project successfully and safely. We were able to successfully remove 4000 gallons of built-up sludge and sand from the bottom of the unit that impedes aeration and treatment. The basin is performing with great improvement post this exercise. Thank you to all involved.
2. Attended annual Oregon Association of Water Utilities continuing education training in Sunriver Oregon. Classes were beneficial and I earned enough credits required to maintain my state certifications to operate the plants.
3. An abundance of time was spent with Casey Short after hours and on weekends continuing to build the upcoming water and wastewater budgets. Casey and I spent considerable time and effort to really make the most out of the rate payer dollars and project needs. You will see significant changes and updates this year. Remind you all that this is in addition to the investment in time Casey is putting into me to teach me how to properly write municipal budgets. This is a lot.
4. STARLINK – has been successfully installed at the water plant. Thank you, Bob Cerelli, for donating a late Friday and Saturday to install the hardware portion of the unit onto and into the water plant. We are 100% operational and have far superior internet service, speed, and reliability and at a lower monthly cost than Century Link has ever provided.
5. The project to re-light the entire wastewater facilities outside grounds has been completed! We have lights and what a difference it makes. This was paid for with a 50% matching grant and we also upgraded to all LED and automatic sensors that turn the lights on and off as daylight and darkness set in.
6. 5 support beams that were rotted and are responsible for holding up the overhang canopy outside the water plant building have been replaced. Sean Lounsbury, a local contractor, did an amazing job.
7. Tevis finished the rot repair / replacement project on the sanitary buildings siding. Tevis replaced the rotted sections and improved areas of weakness that water was penetrating. Thank you to Tevis for a very quality job done.