



Board Meetings



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

**THE PUBLIC IS INVITED, IF THEY WISH,
TO ATTEND IN PERSON:
THE FIRE HALL, 72979 US 101,
ARCH CAPE
BY TELEPHONE OR ZOOM LINK:**

To Join the **Zoom Video Meeting** Paste the following in your browser address window:
<https://us02web.zoom.us/j/82450898403>

Call:	669-900-6833
Meeting ID:	824 5089 8403
Meeting Passcode:	None Required
Assistance:	503-739-2348
Date:	Thursday 19 May 2022
Time:	6:00 PM
Agenda:	Posted in May Board Packet

Public comment is scheduled at the beginning and end of the meeting.
To submit written comment, send to District Manager: philchickacutil@gmail.com
Written comment sent at least 48 hours before the meeting will give the Boards of
ACDWSO OR ACSO time to review prior to the meeting.

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

Arch Cape Fire Hall 79729 Hwy 101

Thursday May 19th, 2022

6:00 P.M.

To Join Meeting by Video Link:

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

Join by Telephone: 1 669 900 6833

Meeting ID: 824 5089 8403

- | | |
|---|----------------------------------|
| I. Call to Order | Debra Birkby, Vice President |
| II. Public Comments | Debra |
| III. Agenda Approval | Debra |
| IV. Consent Agenda (Action) | Debra |
| A. Approve Minutes – April 21st Regular Board Meeting | |
| B. Accept April Budget and Finance Reports | |
| D. Authorize Payment of Accounts | |
| E. Accept Correspondence Requiring No Action | |
| V. Old Business | |
| A. Arch Cape Forest: | Debra |
| Access/Recreation Plan Update (Information) | Phil Chick |
| Community Advisory Team Proposal (Information/Action) | |
| Julie Fonseca de Borjes and Anne Dove, National Parks Service RTCA Program | |
| Transaction Closing Update (Information) | Debra |
| Professional Services Contract - Project Mgmt. Sustainable Northwest (Action) | Debra |
| Outreach (Information) | Linda Murray, Debra Birkby |
| VI. New Business | |
| A. Resolution 22-04 WD: SDC Annual Rate Adjustment (Action) | Phil Chick |
| B. Resolution 22-05 WD Unanticipated Revenue Resolution (Action) | Debra |
| C. Resolution 22-07 WD Rate Increase (Information) | Debra |
| D. Water Meters Replacement Purchasing (Information) | Phil |
| VII. Reports (Information) | |
| A. Accounts Receivable Report | Teri Fladstol, Jigsaw Consulting |
| B. District Manager’s Report and Correspondence for Action | Phil |
| C. Board Members’ Comments and Reports | Debra |
| VIII. June Agenda Items (Information) | Debra |
| IX. Public Comment | Debra |
| X. Adjournment | Dan |

WATER : REVENUE

Budget vs. Actual Finl Rpt	2021-22	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22	Mar 22	Apr 22	May 22	Jun 22	Total	%
Arch Cape Water District	Budget	8%	17%	25%	33%	42%	50%	58%	53%	75%	83%	92%	100%		Rcvd
2021-22	<hr/>														
Cash on Hand	204,502														
Ck Interest	-	0.32	0.32	0.28	0.61	0.44	0.28	0.57	0.28	0.27	0.41			3.78	
User Fees	182,280	19,065.00	4,650.00	18,290.00	24,025.00	2,325.00	46,503.38	25,848.44	1,860.00	22,328.17	19,840.00			184,734.99	1.01
Excess Usage Charges	14,000	1,436.15	894.91	5,857.25	8,112.04	1,335.39	2,503.32	348.04	825.06	929.09	1,946.22			24,187.47	1.73
Debt Service	20,772	2,091.00	510.00	2,006.00	2,635.00	255.00	5,015.00	1,700.00	204.00	2,176.00	2,193.00			18,785.00	0.90
Sanitary District IGA ² Revenue	157,597	11,134.24	11,405.36	12,215.63	11,387.58	10,193.51	11,252.70	9,681.20	9,330.27	10,754.33	18,284.88			115,639.70	0.73
LGIP Interest	900	125.39	115.93	110.44					38.00					389.76	
Misc. Income			200.00			1,025.00	200.00							1,425.00	
Meter Hookup Fee	1,400		700.00					700.00						1,400.00	
Cannon Beach IGA														-	
Cannon View Park	735													-	0.00
Total Revenue	377,684	33,852.10	18,476.52	38,479.60	46,160.23	15,134.34	65,474.68	38,278.25	12,257.61	36,187.86	42,264.51	-	-	346,565.70	
Capital Projects															
Hook-ups	11,726		5,863.00					5,863.00						11,726.00	1.00
Transfer										37,000.00				37,000.00	
Expenditures														-	
Balance	90,200	79,130.00	5,863.00	0.00	0.00	0.00	0.00	5,863.00	0.00	0.00	37,000.00	0.00	0.00	48,726.00	
Arch Cape Forest Watershed Plan (2020-21)															
IFA Water Source Protection Funding	30,000														
IFA Water Source Protection Receipts														-	
Expenditures			11,115.00	15,322.50										26,437.50	
Balance		(\$3,562.50)	(\$14,677.50)	(\$30,000.00)	(\$30,000.00)	(\$30,000.00)									
LGIP (Additions)								30,000.00						30,000.00	
LGIP Withdrawals				(30,000.00)										(30,000.00)	
LGIP Interest		125.39	115.93	110.44	90.65	80.81	94.27	95.04	85.88	106.02	1.00			905.43	
Service Charge					(0.05)									(0.05)	
LGIP Balance	248,055	248,180.45	248,296.38	218,406.82	218,497.42	218,578.23	248,672.50	248,767.54	248,853.42	248,959.44	248,960.44				
Columbia Bank : 1196 Acct		40,976.00	26,588.78	61,068.46	69,479.57	34,255.26	56,352.16	43,875.64	15,888.87	39,317.31	41,203.63				
Total Cash		289,156.45	274,885.16	279,475.28	287,976.99	252,833.49	305,024.66	292,643.18	264,742.29	288,276.75	290,164.07				

Note ¹ : Modified Cash Basis : IGA Revenue from the Sanitary District reflected in the month incurred

Note ² : Intergovernmental Agreement

WATER : EXPENSE

Budget vs. Actual Finl Rpt ¹	2021-22	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22	Mar 22	Apr 22	May 22	Jun 22	Total Spent	Balance Left	% Spent
Arch Cape Water District	Budget	8%	17%	25%	33%	42%	50%	58%	53%	47%	83%	92%	100%	8,920	1,902	82
2021-22	SD Hours %	54%	51%	55%	54%	57%	62%	50%	47%	53%	51%			55%		
	Accounts %	54%	54%	54%	54%	54%	54%	54%	54%	54%	54%			54%		
Manager	82,030	6,858.76	6,858.76	6,858.76	6,858.76	6,858.76	6,858.76	6,858.76	6,858.76	6,859.21	6,859.21			68,589	13,442	84
Operator	61,936	5,066.44	4,942.19	4,859.36	5,190.68	4,900.78	4,859.36	4,638.48	4,417.60	5,163.07	4,638.03			48,676	13,260	79
FICA	10,822	912.28	902.77	896.44	921.78	899.60	896.44	879.54	862.64	868.99	879.54			8,920	1,902	82
Retirement	31,405	1,300.36	4,107.16	2,807.00	2,740.14	3.42	2,886.06	5,489.36	2,709.75	2,709.75	2,721.88			27,475	3,930	87
Med. Ins	35,500	2,763.52	2,763.52	2,763.52	2,763.52	2,763.52	2,898.24	2,898.24	2,898.24	3,088.85	3,088.85			28,690	6,810	81
Worker's Comp	3,300			26.94										27	3,273	1
Total Personal Svc	224,994	16,901.36	19,574.40	18,212.02	18,474.88	15,426.08	18,398.86	20,764.38	17,746.99	18,689.87	18,187.51			182,376	42,617	81
Administrative Services	29,706	2,439.00	2,439.00	2,439.00	2,439.00	2,439.00	2,474.00	2,439.00	2,800.00	2,300.00	2,800.00			25,008	4,698	84
Temporary Help	5,000						525.00							525	4,475	11
Clothing Allowance	850									130.80				131	719	15
Education	2,000			933.00			100.00			558.00				1,591	409	80
Travel	2,000													0	2,000	0
Office Supplies	1,500					150.06	1,210.92	202.59	474.66	132.00				2,170	(670)	145
Postage	1,600			481.28					224.90	418.40				1,125	475	70
Vehicle	3,000	321.77	206.57	189.29	174.22	258.54	176.42	317.46	55.95	162.82	297.33			2,160	840	72
SD Facilities Use Charges	3,600		3,375.00											3,375	225	94
Payroll Service	579			607.95										608	(29)	105
Liability & Property Insurance	7,063							7,258.00		(528.00)				6,730	333	95
Licenses	2,000													0	2,000	0
Maintenance	28,000	140.36	1,992.07	7,088.04	3,023.76	5,166.66	5,238.61	2,351.68	341.49	4,011.39	557.09			29,911	(1,911)	107
CIP Chemicals	5,000		2,314.72	3,612.14						566.18				6,493	(1,493)	130
Watershed	55,000			6,403.85	5,031.00		2,349.25	18,640.00	16.10	1,601.50	270.95			34,313	20,687	62
Dues / Taxes / Fees	900	363.68		406.61	75.00		329.30		(38.00)					1,137	(237)	126
Professional Services	5,700		96.00				96.00							192	5,508	3
Auditing	5,000													0	5,000	0
Legal Services	2,000			125.00			773.29		210.00		586.60			1,695	305	85
Notices	700													0	700	0
Utilities	10,000		1,261.45	760.12	710.37	801.26	751.01	3,254.37	3,408.99	854.80	(4,495.98)			7,306	2,694	73
Total Materials & Svc	171,198	3,264.81	11,684.81	22,514.67	11,909.96	8,890.52	14,023.80	34,463.10			15.99			106,768	64,430	62
IFA Water Plant Upgrade : ²	20,772					20,771.70								20,772	0	100
Total Debt Service	20,772	-	-	-	-	20,772	-	-	-	-	-	-	-	20,772	0	100
Capital Outlay	2,000										37,000.00			37,000		
Tot Gen Fund Expenditures	418,963	20,166.17	31,259.21	40,726.69	30,384.84	45,088.30	32,422.66	55,227.48	17,746.99	18,689.87	55,203.50			346,916	72,047	83
Contingency	60,000													0	60,000	0
Unappropriated Balance																
Operating Reserve	35,837															
Undesignated	56,545										1.00					
Total Unappropriated Bal	92,382															
Total Conting & Unapp Bal	152,382															
Total Requirements	571,345															
Water District Accounts	294	294	295	295	295	295	295	295	295	259	259					
Sanitary District Accounts	345	345	346	346	346	346	346	346	346	346	346					

Note ¹ : Modified Cash Basis : IGA Charge from the Water District made in the following month but reflected in the month incurred
Admin Services charged to the Sanitary District on the Accounts %, all other allocatable expenses shaded green on SD Hours %

Note ² : IFA : Business Oregon - Water Plant Upgrade Loan \$536K 30 Year Loan# SZ9006 at 1% : 2011 thru 2041
Annual Payments Due 12/1/2012 of \$22,993.08 and each December 1st thereafter: \$20,771.70

SDAO Flex-Lease Loan Program : \$395K Series 2003H at 2.25% - 5.5% : Water Tank
2004 - 2024 Retired early in July 2016

SANITARY : REVENUE

Budget vs. Actual Finl Rpt	2021-22	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22	Mar 22	Apr 22	May 22	Jun 22	Total	%
Arch Cape Sanitary District	Budget	8%	17%	25%	33%	42%	50%	58%	53%	75%	83%	92%	100%		Rcvd
2021-22															
Cash on Hand	162,340														
Ck Interest	-	0.77	1.02	0.79	1.09	0.51	0.38	0.50	0.62	0.69	0.71			7.08	
User Fees	320,160	17,632.00	21,344.00	19,256.00	40,269.00	18,560.00	80,504.00	26,448.00	14,384.00	34,507.67	19,024.00			291,928.67	0.91
Excess Usage Charges	9,500	1,929.46	459.34	1,947.60	9,603.05	1,520.46	1,987.52	4,245.00	1,272.36	592.89	611.65			24,169.33	2.54
Debt Service	53,280	2,964.00	3,588.00	3,237.00	6,786.00	3,120.00	13,533.00	4,446.00	2,418.00	5,738.00	3,198.00			49,028.00	0.92
Facilities Use by WD	3,300		3,375.00											3,375.00	1.02
Misc. Income	-	1,717.00												1,717.00	
LGIP Interest	4,000	93.34	86.70	84.15	78.13	121.81								464.13	
Clatsop Cty Land Sales	-	250.52												250.52	
Tax Lien Receipts														0.00	
Bond Receipts	147,000	1,744.59	837.46	504.08	11,418.86	125,063.00								139,567.99	0.95
Bond Interest	-	0.66	0.71	0.89	0.13	1.23								3.62	
Total Revenue	537,240	26,332.34	29,692.23	25,030.51	68,156.26	148,387.01	96,024.90	35,139.50	18,074.98	40,839.25	22,834.36			510,511.34	
Capital Projects															
Hook Ups	16,762		8,772.00					8,772.00						17,544.00	1.05
Transfer from GF															
Expenditures								8,772.00						8,772.00	
Balance	97,097	82,111.21	8,772.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			90,652.21	
T.A.G. - Facility Plan Update															
T.A.G. - Funding	20,000													20,000.00	
T.A.G. - Receipts														-	
Balance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			20,000.00	
GO Bond - WWTP Upgrade															
Property Tax Imposed	1,489,477	152,000.00												1,641,477.00	
Total Bond Receipts incl Int	1,439,893	1,745.25	838.17	504.97	11,418.99	125,064.23	1,609.72	2,042.65						1,583,116.82	
USDA Plant Upgrade Payments ¹	1,446,000													1,446,000.00	
GO Bond Balance	(5,212)	(4,361.91)	2,583.42	1,343.14	11,923.96	136,483.22	138,092.94	140,135.59						137,116.82	
LGIP (Additions)		1,995.77	838.17	504.97	11,418.99	125,064.23	1,471.40	1,927.10	1,149.72	2,284.41	1.00			146,655.76	
LGIP (Purchases)						90,000.00								90,000.00	
LGIP Withdrawals						(45,000.00)	(13,000.15)	(144,600.05)						(202,600.20)	
LGIP Interest		93.34	86.70	84.15	78.13	121.81	138.32	115.55	90.00	92.65	1.00			901.65	
Service Charge														0.00	
LGIP Balance	182,754	184,842.61	185,767.48	186,356.60	197,853.72	368,039.76	356,649.33	214,091.93	215,331.65	217,708.71	217,710.71				
Columbia Bank : 1218 Acct		102,918.58	130,179.49	105,388.99	134,462.15	61,389.66	43,002.04	67,031.43	83,314.75	63,526.40	69,041.73				
Total Cash		287,761.19	315,946.97	291,745.59	332,315.87	429,429.42	399,651.37	281,123.36	298,646.40	281,235.11	286,752.44				

Note ¹ : United States Department of Agriculture (USDA) Rural Development \$2.5M 30 Year Loan : 2011 - 2040 at 4% in 2010 w/ level \$144,600 Annual payments on 20 January expiring in 2040 : Fund Code/Loan #92/02

SANITARY : EXPENSE

Budget vs. Actual Finl Rpt ¹ Arch Cape Sanitary District 2021-22	2021-22 Budget	Jul 21 8%	Aug 21 17%	Sep 21 25%	Oct 21 33%	Nov 21 42%	Dec 21 50%	Jan 22 58%	Feb 22 53%	Mar 22 75%	Apr 22 83%	May 22 92%	Jun 22 100%	Total Spent	Balance Remaining	% Spent
SD Hours %	54%	54%	51%	55%	54%	57%	62%	50%	47%	63%	54%	54%	54%	55%		
Accounts %	54%	54%	54%	54%	54%	54%	54%	54%	54%	54%	54%	54%	54%	54%		

Total Personal Svc	-	-	-	-	-	-	-	-	-	-	-	-	-	0	0	
Water District IGA Charges	157,597	11,134.24	11,405.36	12,215.63	11,387.58	10,193.51	10,391.66	9,681.20	9,330.27	10,754.33	12,984.34			109,478	48,119	69
Liability & Property Insurance	13,500							9,855.00		(1,089.50)				8,766	4,735	65
Licenses	2,800		3,009.00					89.95						3,099	(299)	111
Maintenance	109,000	4,674.33	1,232.82	15,010.69	8,062.91	23,879.52	4,411.39	7,241.57	262.98	18,231.07	748.80			83,756	25,244	77
Chemicals	6,000	1,040.00				812.50	812.50	325.00	1,012.50	20.56	1,012.50			5,036	964	84
Inflow & Infiltration	4,000													0	4,000	
Dues / Taxes / Fees	1,100	40.41			515.52		599.06	8.25		8.25	8.25			1,180	(80)	107
Professional Services	6,000		197.62				1,540.00	414.00			12,600.00			14,752	(8,752)	246
Emergency Prep Sanitation	500													0		
Auditing	10,000													0	10,000	0
Legal Services	5,000													0	5,000	0
Notices	700		40.68											41	659	6
Utilities	46,000	55.78	5,798.33	3,580.65	2,524.54	3,722.90	4,365.75	2,189.54		2,989.80	9,223.65			34,451	11,549	75
														0		
Total Materials & Svc	362,197	16,944.76	21,683.81	30,806.97	22,490.55	38,608.43	22,120.36	29,804.51	10,605.75	30,914.51	36,577.54			260,557	101,140	72
ODEQ : Irrigation Site Loan : ²	15,609					7,861.00								7,861	7,748	50
OECD Loan - Facil Engrng : ³	19,319					19,319.09								19,319	(0)	100
DEQ Loan/Grant - Facil Impr : ⁴	19,383					19,383.23								19,383	0	100
Total Debt Service	54,311	-	-	-	-	46,563	-	-	-	-	-	-	-	46,563	7,748	86
Capital Outlay														0	0	
Tot Gen Fund Expenditures	416,508	16,944.76	21,683.81	30,806.97	22,490.55	85,171.75	22,120.36	29,804.51	10,605.75	30,914.51	36,577.54			307,121	109,388	74
Contingency	43,244													0	43,244	0
Transfer to Capital Fund																
T.A.G. - Facility Plan Update	20,000															
ODEQ Irrig Site Ln#11432 reserve	15,256															
Operating Reserve	54,912															
Undesignated	23,200															
Total Unappropriated Bal	93,368															
Total Conting & Unapp Bal	136,612															
Total Requirements	573,120															

Note ¹ : Modified Cash Basis : IGA Charge from the Water District reflected in the month incurred 1.00
Admin Services charged to the Sanitary District on the Accounts %, all other allocatable WD expenses shaded green on SD Hours %

Note ² : Oregon Dept of Environmental Quality (ODEQ) Clean Water State Revolving Fund \$225K 20 Year Loan : 2003 - 2022
w/ level \$7,748 Payments on 1 June and descending \$8,544 Payments on 1 December expiring in 2022
\$15,256 Required Reserve : Loan # R11432 56352.16 43875.64 15888.87 39,317.31 41203.63

Note ³ : Oregon Economic & Community Development (OECD) (IFA : Business OR) \$250K 20 Year Loan : 2007 - 2026
at 4.56% w/ level \$19,319.03 Payments on 1 December expiring in 2026 : Project #Y06007

Note ⁴ : DEQ Loan & Grant Prgm (\$340K + \$270K) Y13002 I & I, Salley's Alley, WWTP SMU Upgrade : Under Consideration w/ TA Grant

ODEQ State Revolving Fund Loan Program \$70K 5 Year Loan at 2.36% in 2005 was successfully retired in October of 2009 : SRF Loan # R11430
Special Districts Association of Oregon (SDAO) \$80K 5 Year 2006 Loan beginning at 2.8% and ending at 3.4%
w/ payments twice yearly at 1 Jul & 1 Jan : Flex Lease for Equipment was successfully retired in July of 2010

Arch Cape Water

Type	Num	Date	Name	Memo	Original Amount
Bill Pmt -Check	127	4/6/2022	CenturyLink	Util	\$ (156.63)
Bill Pmt -Check	128	4/6/2022	LaserPrint	Watershed	\$ (270.95)
Bill Pmt -Check	129	4/6/2022	Pacific Power	Util	\$ (632.91)
Check	EFT	4/7/2022	Country Media	Legal Notices	\$ (532.00)
Check	EFT	4/12/2022	PERS	Retirement	\$ (2,642.87)
Check	EFT	4/12/2022	ODS	Health-Med-Dental	\$ (2,707.63)
Bill Pmt -Check	126	4/14/2022	Verizon Wireless	Util	\$ (59.88)
Bill Pmt -Check	130	4/14/2022	CS&S	Maint	\$ (72.71)
Bill Pmt -Check	131	4/14/2022	EO Media Group	Legal Notices	\$ (54.60)
Bill Pmt -Check	132	4/14/2022	Jackson Oil	Vehicle	\$ (297.33)
Bill Pmt -Check	133	4/14/2022	SDIS	Health-Med-Dental	\$ (381.22)
Bill Pmt -Check	134	4/14/2022	USA BlueBook	Maint	\$ (454.39)
Check	125	4/14/2022	William J. MacLean	Paychecks	\$ (4,466.48)
Check	EFT	4/15/2022	Internal Revenue Service	Taxes	\$ (3,091.51)
Check	EFT	4/18/2022	Verizon Wireless	Util	\$ (10.00)
Check	EFT	4/18/2022	Verizon Wireless	Util	\$ (59.88)
Check	EFT	4/27/2022	PERS	Retirement	\$ (2,788.76)
Check	EFT	4/28/2022	Builders FirstSource	Maint	\$ (29.99)
Bill Pmt -Check	142	4/30/2022	William J. MacLean	Payroll Expenses	\$ (4,321.33)
Check		4/30/2022		Bank Service Charges	\$ (5.00)

May 19
2022

ARCH CAPE FOREST PUBLIC ACCESS

Proposed Community Advisory Team

ARCH CAPE WATER DISTRICT

PARTNERSHIP OVERVIEW

Arch Cape Forest + Rainforest Reserve: Two Projects, One Vision

- Past and current public access
- New ownership requires due diligence relative to public access
- Arch Cape Water District, North Coast Land Trust (NCLC), Lewis & Clark Timberlands - property owners
- NCLC applied for assistance from National Park Service – Rivers, Trails & Conservation Assistance program (NPS-RTCA) on behalf of partners



PROPOSED PLANNING APPROACH

Visitor Use Management Framework

- Proactive and adaptive process
- Defines desired resource conditions and public access experiences
- Identifies tools and strategies to achieve/maintain desired resource conditions and public access experiences
- Management of characteristics of public access and natural setting



PROPOSED PLANNING PROCESS

Visitor Use Management Framework

Identify existing conditions + key issues

Define vision + goals

Articulate future desired conditions for resources and public access experience

Define appropriate public use activities and any facilities

Identify management strategies and actions to achieve desired conditions

Outline implementation steps and needs

PUBLIC ENGAGEMENT



PROPOSED ADVISORY TEAM

Purpose: To facilitate the creation of a community-driven Public Access Plan



PROPOSED ADVISORY TEAM COMPOSITION

Arch Cape Forest
Advisory
Committee
(currently 7
members)

+

North Coast Land
Conservancy
Representatives
(2 Board members
and/or staff)

+

Lewis & Clark
Timberlands
Outreach
Coordinator

Staff and Facilitation Support:
Arch Cape Water District; NCLC; NPS-RTCA

ROLES + RESPONSIBILITIES

Advisory Team

- Guide a planning process that authentically engages communities and stakeholders
- Actively participate in the planning and engagement process
- Advise the organizations members they are representing (i.e. Arch Cape Water District Board, North Coast Land Conservancy, Lewis & Clark Timberlands)

Support Staff

- Support the Advisory Team's work through coordination, technical assistance, and facilitation
- Provide objective input and feedback on the overall planning process
- Promote good faith inclusion when facilitating Advisory Team discussion and community/stakeholder involvement



TIMELINE

Advisory Team-Driven

- Advisory Team would define more detailed process steps and timeline
- NPS-RTCA assistance approved through March 2023



QUESTIONS

ARCH CAPE FOREST Public Access Plan - Advisory Team Proposal

Arch Cape Forest + Rainforest Reserve | Two Properties, One Vision



OVERVIEW

Community involvement is at the core for determining public access to both the Arch Cape Forest and Rainforest Reserve properties. Through a locally-led planning process, an advisory team of community members would meet to guide the public access planning process including community engagement. This expands upon the current work of the Arch Cape Forest Advisory Committee and incorporates, as key land managers, representatives of North Coast Land Conservancy (NCLC) as well as the Lewis & Clark Timberlands community engagement coordinator.

As part of the process to develop the Public Access Plan, opportunities throughout the planning process will be open to the public living in and around Arch Cape. Advisory Team Members will shepherd this public process to ensure the community's hopes, concerns and expectations are understood by the both Arch Cape Water District and NCLC.

PROPOSED ADVISORY TEAM STRUCTURE



Staff and Facilitation Support:
Arch Cape Water District; NCLC; NPS-RTCA

PROPOSED ADVISORY TEAM PROCESS

Purpose: To facilitate the creation of a community-driven Public Access Plan

Timeline: Advisory Team would define more detailed process steps and timeline; NPS-RTCA assistance approved through March 2023



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “Agreement”) is entered into on May 19th, 2022, but made effective for all purposes as of January 1, 2022 (the “Effective Date”), by and between Arch Cape Domestic Water Supply District, “AC DWSD,” and Sustainable Northwest, a 501(c)3 nonprofit (“Contractor”).

RECITAL:

By the execution of this Agreement, Contractor agrees to perform the Services (as defined below) in accordance with the terms and conditions contained in this Agreement.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. CONTRACTOR SERVICES

1.1 Services. Subject to the terms and conditions contained in this Agreement, Contractor will perform those tasks and/or services described in Schedule 1.1 (and any other necessary or appropriate tasks and/or services customarily provided by Contractor in connection with its performance of those tasks and/or services described in Schedule 1.1) (collectively, the “Services”).

1.2 Standards. Contractor will (i) consult with and advise AC DWSD on all matters concerning the Services reasonably requested by AC DWSD, (ii) devote such time and attention to the performance of the Services as AC DWSD deems necessary or appropriate, and (iii) perform the Services to the best of Contractor’s ability.

1.3 Schedule of Services. Contractor will perform the Services in accordance with the schedule described in Schedule 1.1. Contractor’s timely performance of each and every Contractor obligation under this Agreement, including, without limitation, Contractor’s performance of the Services, is of the essence.

2. COMPENSATION

2.1 Compensation and Match. AC DWSD will pay Contractor in accordance with the compensation schedule set forth in Schedule 2.1. Notwithstanding anything contained in this Agreement to the contrary, total compensation payable by AC DWSD under this Agreement for the performance of the Services will not exceed forty three thousand one hundred eighty dollars (\$43,180).

2.2 No Benefits. AC DWSD will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor’s own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans.

2.3 No Reimbursement of Expenses. Expenses incurred by Contractor in connection with the performance of the Services will not be reimbursed by AC DWSD.

3. RELATIONSHIP

3.1 Independent Contractor. Contractor is an independent contractor of AC DWSD. Contractor is not an employee of AC DWSD. Contractor will be free from direction and control over the means and manner of performing the Services, subject only to the right of AC DWSD to specify the desired results.

3.2 Taxes. AC DWSD will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from Contractor's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes.

3.3 Licenses. Contractor will be solely responsible for obtaining any and all licenses, approvals, and/or certificates necessary or appropriate to perform the Services.

3.4 No Agency Relationship. This Agreement does not create an agency relationship between AC DWSD and Contractor and does not establish a joint venture or partnership between AC DWSD and Contractor. Contractor does not have the authority to bind AC DWSD or represent to any person that Contractor is an agent of AC DWSD.

4. REPRESENTATIONS AND WARRANTIES

In addition to any other Contractor representation or warranty made in this Agreement, Contractor represents and warrants to AC DWSD as follows:

4.1 Authority and Binding Obligation. Contractor is duly organized, validly existing, and in good standing under applicable Oregon law. Contractor has full power and authority to sign and deliver this Agreement and to perform all of Contractor's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application or by general principles of equity.

4.2 No Conflicts. The signing and delivery of this Agreement by Contractor and the performance by Contractor of all of Contractor's obligations under this Agreement will not (i) breach any agreement to which Contractor is a party, or give any person the right to accelerate any obligation of Contractor, (ii) violate any law, judgment, or order to which Contractor is subject, or (iii) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

4.3 Licenses. Prior to Contractor's execution of this Agreement, Contractor obtained any and all licenses, approvals, and/or certificates necessary or appropriate to perform the Services.

5. COVENANTS OF CONTRACTOR

In addition to any other covenant made by Contractor under this Agreement, Contractor covenants to AC DWSD as follows:

5.1 Quality of Services. Contractor will perform the Services to the best of Contractor's ability, diligently, without delay, in good faith, in a professional manner, and in accordance with this Agreement. Contractor will be solely responsible for the Services. Contractor will make all decisions

called for promptly and without unreasonable delay. All materials, documents, and/or products prepared by Contractor will be complete, unambiguous, and in compliance with any and all applicable federal, state, and local laws, regulations, and ordinances.

5.2 Insurance. Contractor will obtain and maintain insurance policies that provide for adequate coverage for all risks normally insured against by a person carrying on a similar business in a similar location, and for any other risks to which Contractor is normally exposed.

5.3 Workers' Compensation Insurance. Contractor will have workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law.

5.4 Compliance With Laws. Contractor will comply with any and all applicable federal, state, and local laws, regulations, and ordinances. Contractor will obtain and maintain any and all licenses, permits, registrations, and other governmental authorizations required to conduct Contractor's business and perform the Services.

5.5 Indemnification. Contractor will defend and indemnify AC DWSD, and each present and future employee, director, officer, agent, board member, and authorized representative of AC DWSD, for, from, and against any and all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, reasonable attorneys' fees, resulting from or arising out of, whether directly or indirectly, (i) state or federal anti-trust violations, (ii) damage to person or property caused directly or indirectly by Contractor and/or Contractor's Representatives (as defined below), (iii) Contractor's failure to pay any tax arising out of or resulting from the performance of the Services; and/or (iv) Contractor's breach or failure to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligation provided in this Section 5.5 will survive the termination of this Agreement.

5.6 Assignment of Studies and Reports. Contractor will assign all studies, reports, data, documents, and/or materials of any kind produced under this Agreement to AC DWSD upon the earlier of AC DWSD's request or the completion of the Services. Contractor's work will be made available in paper and electronic format. All copies of the materials provided to AC DWSD will become the property of AC DWSD which may use them without Contractor's permission for any proper purpose relating to the Services, including, without limitation, additions to or performance of the Services. Contractor will defend all suits or claims for infringement of patent, trademark, or copyright for which Contractor is responsible (including any claims which may be brought against AC DWSD), and Contractor will be liable to AC DWSD for all losses arising therefrom, including, without limitation, costs, expenses, and attorney fees.

5.7 Records. Contractor will maintain complete and accurate records concerning all Services performed, the number of hours each person spent to perform the Services, and all documents produced under this Agreement for a period of five years after the termination of this Agreement. Contractor's records will be maintained in accordance with sound accounting practices. Contractor's records concerning the Services, including, without limitation, Contractor's time and billing records, will be made available to AC DWSD for inspection, copying, and/or audit immediately upon AC DWSD's request.

6. WARRANTY

Contractor warrants to AC DWSD that the Services will be performed by qualified personnel, in a professional manner, in accordance with the specifications described in this Agreement, and free from any errors, omissions, or defects.

7. INTELLECTUAL PROPERTY

7.1 Work Made for Hire. Creative Work (as defined below) is work made for hire for copyright purposes to the extent it qualifies as such under applicable law. For purposes of this Agreement, "Creative Work" means any work that Contractor creates for or on behalf of AC DWSD during the term of this Agreement.

7.2 Assignment. AC DWSD shall share with Contractor all rights in all designs, creations, improvements, original works of authorship, formulas, processes, know-how, techniques, inventions, and all other information or items created by Contractor during the term of this Agreement. The rights assigned include title and interest in all patent, copyright, trade secret, trademark, and other proprietary rights.

Contractor shall help prepare any papers that AC DWSD considers necessary to secure any patents, copyrights, trademarks, or other proprietary rights at no charge to AC DWSD. However, AC DWSD shall reimburse Contractor for reasonable out-of-pocket expenses incurred.

7.5 Indemnification. Contractor will defend and indemnify AC DWSD, and each present and future employee, director, officer, agent, board member, and authorized representative of AC DWSD, for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including, without limitation, reasonable attorneys' fees, resulting from or arising out of any claim that the Services or the Creative Work infringes any copyright, patent, or trademark, constitutes a misappropriation of any trade secret, or violates any other intellectual or proprietary right of any person. Contractor's indemnification obligation provided in this Section 7.5 will survive the termination of this Agreement.

8. CONFIDENTIALITY AND NONDISCLOSURE

8.1 Maintain Confidential Information. During the term of this Agreement, and at all times thereafter, Contractor will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, and/or disclose any Confidential Information to any person without AC DWSD's prior written consent, except that Contractor may (i) use Confidential Information to perform Contractor's duties as an independent contractor of AC DWSD, (ii) disclose Confidential Information on a need-to-know basis to Contractor's Representatives who are informed by Contractor of the confidential nature of the Confidential Information and the obligations of Contractor under the Nondisclosure Provisions (as defined below), and/or (iii) communicate or disclose Confidential Information in accordance with a judicial or other governmental order, but only if Contractor promptly notifies AC DWSD of the order and complies with any applicable protective or similar order. Contractor will cause Contractor's Representatives to comply with the Nondisclosure Provisions. AC DWSD makes no representations or warranties, either express or implied, with respect to the accuracy or completeness of the Confidential Information. For purposes of this Agreement, the term "Contractor's Representatives"

means Contractor's directors, officers, managers, members, shareholders, employees, contractors, agents, consultants, advisors, and authorized representatives; the term "Nondisclosure Provision(s)" means Sections 8.1 - 8.4 of this Agreement.

8.2 Notification and Assistance. Contractor will (i) promptly notify AC DWSD of any unauthorized use, communication, and/or disclosure of any Confidential Information and/or any Contractor breach of any Nondisclosure Provision, (ii) assist AC DWSD in every way to retrieve any Confidential Information that was used, communicated, and/or disclosed by Contractor and/or Contractor's Representatives without AC DWSD's specific prior written authorization, and (iii) exert Contractor's best efforts to mitigate the harm caused by the unauthorized use, communication, and/or disclosure of any Confidential Information. Upon the earlier of AC DWSD's request or the termination of this Agreement, Contractor will immediately return to AC DWSD any and all documents, instruments, and/or materials containing any Confidential Information accessed or received by Contractor, together with all copies and summaries of such Confidential Information. Notwithstanding anything contained in this Agreement to the contrary, this Agreement does not operate to transfer any ownership or other rights in or to the Confidential Information to Contractor or any other person.

8.3 Equitable Relief. Contractor acknowledges and agrees that the remedies available at law for any breach of the Nondisclosure Provisions by Contractor will, by their nature, be inadequate. Accordingly, AC DWSD may obtain injunctive relief or other equitable relief to restrain a breach or threatened breach of the Nondisclosure Provisions or to specifically enforce the Nondisclosure Provisions, without proving that any monetary damages have been sustained.

8.4 Confidential Information - Defined. For purposes of this Agreement, the term "Confidential Information" means any and all information relating to AC DWSD (in whatever form) that is received or assessed by Contractor, including, without limitation, trade secrets (as defined in ORS 646.461, as amended), business models, marketing and advertising plans, financial and technical information, computer software, customer and supplier lists, marketing plans, know-how, information concerning AC DWSD's operations or clients, records, ideas, designs, drawings, specifications, techniques, programs, systems, processes, information derived from reports, investigations, research, work in progress, codes, marketing and sales programs, cost summaries, pricing formula, contract analyses, projections, confidential filings with any state or federal agency, and all other concepts, methods of doing business, ideas, materials, and information.

9. TERMINATION

9.1 Termination by Mutual Agreement or AC DWSD's Prior Notice. This Agreement may be terminated at any time by the mutual written consent of AC DWSD and Contractor. Notwithstanding anything contained in this Agreement to the contrary, AC DWSD may terminate this Agreement for any reason or no reason by giving ten (10) days' prior written notice of such termination to Contractor.

9.2 Immediate Termination for Cause. Notwithstanding anything contained in this Agreement to the contrary, AC DWSD may terminate this Agreement immediately upon notice to Contractor upon the happening of any of the following events: (i) Contractor engages in any form of dishonesty or conduct involving moral turpitude related to Contractor's independent contractor relationship with AC DWSD or that otherwise reflects adversely on the reputation or operations of AC DWSD; (ii) Contractor fails to comply with any applicable federal, state, or local law, regulation, or ordinance; (iii) problems occur in connection with Contractor's performance of the Services; and/or (iv)

Contractor breaches or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement.

9.3 Consequences of Termination. Upon termination of this Agreement, AC DWSD will not be obligated to reimburse or pay Contractor for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments. Within a reasonable period of time after termination of this Agreement (but in no event greater than ten (10) days after termination), Contractor will deliver all materials and documentation, including raw or tabulated data and work in progress, to AC DWSD. Termination of this Agreement by AC DWSD will not constitute a waiver or termination of any rights, claims, and/or causes of action AC DWSD may have against Contractor.

9.4 Remedies. If a party fails to perform any of its terms, covenants, conditions, or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue any and all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

10. MISCELLANEOUS

10.1 Severability. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein.

10.2 Notices. Unless otherwise specified in this Agreement, any notice required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by facsimile transmission (with electronic confirmation of delivery), or will be deemed given three business days following delivery of the notice by U.S. mail, postage prepaid, by the applicable party to the address of the other party shown below (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day.

To Arch Cape Water District:

To Contractor:

Arch Cape Water Supply District: Attn: Phil Chick, District Manager 32065 E Shingle Mill Lane Arch Cape, OR 97102	Sustainable Northwest Attn: Ben Dair Rothfuss, Sr. Manager 1130 SW Morrison St, STE 510, Portland Oregon 97205
--	---

10.3 Waiver. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by AC DWSD and Contractor. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof.

10.4 Entire Agreement. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all of the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Contractor has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

10.5 Assignment and Binding Effect. Contractor will not assign any of Contractor's rights or

obligations under this Agreement to any person without the prior written consent of AC DWSD, which consent AC DWSD may withhold in its sole discretion. Subject to the above-stated limitations on Contractor's assignment of any of Contractor's rights or obligations under this Agreement, this Agreement will be binding on the parties and their respective heirs, executors, administrators, successors, and permitted assigns and will inure to their benefit.

10.6 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, and venue for any action concerning this Agreement will lie in Multnomah County, Oregon.

10.7 Amendment. This Agreement may be amended only by a written agreement signed by each party.

10.8 Further Assurances. At any time upon the request of AC DWSD, Contractor will execute all documents or instruments and will perform all lawful acts AC DWSD considers necessary or appropriate to secure its rights hereunder and to carry out the intent of this Agreement.

10.9 Additional Provisions and Attachments. All exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement. All capitalized terms contained in such exhibits, schedules, instruments, and documents not otherwise defined therein will have the respective meanings assigned to them in this Agreement.

10.10 Attorney Fees. In the event litigation or arbitration is instituted to enforce or determine the parties' rights or duties arising out of the terms of this Agreement, the prevailing party will recover from the losing party reasonable attorney fees incurred in such proceeding to the extent permitted by the judge or arbitrator, in arbitration, at trial, on appeal, or in any bankruptcy proceedings.

10.11 Arbitration. In the event any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), AC DWSD and Contractor will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, the Dispute will be settled by arbitration before a single arbitrator in Portland, Oregon. If the parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the parties. If the parties do not agree on an arbitrator, each party will designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an attorney knowledgeable in the area of business law. The arbitration will be conducted in accordance with the then-current rules of the Arbitration Service of Portland, Inc. The resolution of any controversy or claim as determined by the arbitrator will be binding on the parties and judgment upon the award rendered may be entered in any court having jurisdiction. A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies, pending an arbitrator's resolution of any controversy or claim. The prevailing party in the arbitration will be entitled to recover from the other party all expenses incurred in connection with the arbitration, including reasonable attorneys' fees.

10.12 Person and Interpretation. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The

words “include,” “includes,” and “including” are not limiting.

10.13 Signatures. This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above but effective as of the Effective Date.

Arch Cape Domestic Water Supply District:
Arch Cape Domestic Water Supply District

CONTRACTOR:

By: Phil Chick
Title: District Manager

By: Kaola Swanson
Title: Forest Program Director

Federal Tax Id. 3185276

Federal Tax Id. No: 93-1152222

SCHEDULE 1.1

Description and Schedule of Services

Contractor will perform the following Services for and on behalf of AC DWSD:

Purpose, Objectives, and Scope of Work

The purpose of this engagement is to provide project management services to the Arch Cape Domestic Water Supply District as it completes the acquisition of ~1,500 acres of coastal timberland in 2022.

The objectives of this project shall be to

1. Assist District's Finance Committee in preparation, evaluation, presentation, revision as directed by Finance Committee and finalization of a Long Term *pro forma* Financial Plan for ACF.
2. Review, identify, report and monitor all restrictions and requirements of the Grant, and record District's compliance therewith.
3. Coordinate with contracted Bookkeeper to summarize financial reports for quarterly and annual grant reporting deadlines, including identification, selection and creation of appropriate financial summaries to assure compliance with all requirements of the Grant.
4. Review, identify, report and monitor all restrictions and requirements of the District's U.S. Forest Service / Oregon Department of Forestry Forest Legacy Program grants, and record District's compliance therewith.
5. Assist District's Advisory Committee in preparation, presentation, revision as directed by District Board and finalization of District's Multi-Resource Management Plan for ACF including those portions concerning recreational uses and operations, including coordination with professional consultants and project partners.
6. Assist District's Advisory Committee in preparation, presentation, revision as directed by District Board and finalization of those portions of District's Multi-Resource Management Plan for ACF concerning conservation operations, including coordination with professional consultants and project partners.
7. Identify, record and present all monetary and in-kind contributions toward ACF for consideration by U.S. Forest Service and Oregon Department of Forestry as "local share" pursuant to District's Forest Legacy Program grants.
8. Draft, present and revise as directed by District Outreach Committee materials for distribution for educational and operational coordination with public and private entities for mutually beneficial ACF uses and activities.
9. At the request of the District, attend and conduct public and private tours, meetings and events to discuss ACF issues, status, conditions and requirements.
10. Assist District in evaluation of ACF property acquisition and transactional tasks related to acquisition.
11. Assist District in evaluation of ACF operations upon acquisition and tasks related to such operations.
12. At the request of the District, identify potential markets for ACF products upon acquisition of ACF, advise on marketing plans and recommendations for ACF products, prepare or review appropriate documents for sale of ACF products.

SCHEDULE 2.1
Compensation Schedule

AC DWSD will pay Contractor in accordance with the following compensation schedule:

1. Compensation

Contractor's performance of the Services will be billed by Contractor at Contractor's standard hourly rates, which rates are described below. Contractor will submit quarterly invoices to AC DWSD concerning the Services performed by Contractor during the immediately preceding quarter (each an "Invoice"). Each Invoice will contain the following information: (i) a summary of the Services performed by Contractor (and by whom); (ii) the number of hours each person spent to perform the Services; (iii) the applicable hourly billing rates (as described below); and (iv) any other information reasonably requested by AC DWSD. AC DWSD will pay the amount due under each Invoice within thirty (30) days after AC DWSD has reviewed and approved the applicable Invoice. No compensation will be paid by AC DWSD for any portion of the Services not performed. AC DWSD's payment will be accepted by Contractor as full compensation for performing the Services to which the applicable Invoice relates.

2. Hourly Billing Rates

Contractor will bill at the following rates based on the individual(s) completing the work:

The 2022 billable rate for Sustainable Northwest staff at the "Project Manager" level is \$120/hour.

3. Reimbursement for Direct Expenses

Contractor will submit receipts and annotation for the expenses incurred during the course of performing the scope of work. AC DWSD will reimburse Contractor in full for these expenses, as outlined and in accordance with the project budget.

Project Budget

Staff	\$40,680
Supplies, Materials, & Misc.	\$500
Travel	\$2,000
Total not-to-exceed	\$43,180

ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT

RESOLUTION 22-04 WD

A RESOLUTION REVISING SYSTEM DEVELOPMENT CHARGES (SDC) / EQUIVALENT DWELLING UNIT (EDU) FEES FOR THE ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT (the “District”)

Whereas, the District adopted Ordinance 98-4 WD establishing a System Development Charge methodology and rates; and

Whereas, Section 4B of the ordinance provides for adoption of SDC rates by resolution; and

Whereas, it is felt prudent to update those charges to more properly reflect changes through investment in District infrastructure and current cost indices; and

Whereas, it is determined that one SDC is equal to one Equivalent Domestic Unit (EDU); and

Whereas, the District allows for the annual adjustment of fees in accordance with the Engineering News-Record Construction Cost Index (ENR CCI); and

Whereas, the ENR CCI used in Resolution 21-03 WD was 11,750 and the April 2022 ENR CCI to be applied for the purposes of this Resolution is 12,899 (Index Ratio=12,899/11,750=1.09);

NOW, THEREFORE, be it resolved the ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT System Development and Connection Charge herein established become effective July 1st, 2022.

<u>¾ inch meter</u>		<u>1 inch meter</u>	
Improvement Fee	\$1,447	Improvement Fee:	\$ 3,619
Reimbursement Fee	\$4,882	Reimbursement Fee:	\$12,205
Administrative Fee	<u>\$ 61</u>	Administration Fee:	<u>\$ 158</u>
Total SDC/EDU Charge	\$6,390	Total SDC/EDU Charge:	\$ 15,982

Connection Charge \$ 700

Adopted and signed this ____ day of _____ 2022.

Debra Birkby, Vice President

Attest _____

Teri Fladstol, Secretary

RESOLUTION NO. 22-05 WD
Unanticipated Revenue

WHEREAS, in accordance with ORS 294.456 and ORS 294.463, ARCH CAPE WATER DISTRICT may increase appropriations within funds for revenue received which was not anticipated when the original budget for the fiscal year beginning July 1, 2021 and ending June 30, 2022 was adopted;

AND WHEREAS, ORS 294.463 allows an appropriation resolution allowing Arch Cape Water District to recognize unanticipated non-tax revenue and increase appropriations for expenditures.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of Arch Cape Water District recognizes the additional revenue and appropriates the funds as follows:

	Arch Cape Forest - Acquisition
960,000	Business Oregon ARPA Grant
3,500,000	Forest Legacy Program Grant
250,000	Clatsop County Contribution
4,710,000	TOTAL REVENUE
	Transfer From General Fund
4,710,000	TOTAL RESOURCES

	EXPENDITURE DESCRIPTION
EOY PROJ	CAPITAL FUND REQUIREMENTS
	Arch Cape Forest - Acquisition
4,690,000	Land Purchase
20,000	Closing Cost
	Meters Replacement
4,710,000	Total Capital Outlay
	UNAPPROPRIATED BALANCE
	Project Reserve
	Undesignated
	Total Unappropriated Balance
4,710,000	TOT CONTINGENCY & UNAPP BAL (ENDING)

Dated this 19th day of May, 2022.

 Debra K. Birkby, Vice-President

 Attest:
 Teri Fladstol,
 Secretary

ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT

RESOLUTION 22-07 WD

A RESOLUTION SUPERSEDING RESOLUTION 19-03 WD RATE CHANGE ESTABLISHING BASE RATE CHARGES AND DEBT SURCHARGES FOR THE ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT "DISTRICT".

WHEREAS the Arch Cape Domestic Water Supply District needs to adjust base rate fees and debt surcharges to District customers from time to time sufficient to collect monies necessary to meet budgeted expenses; and

WHEREAS the District, where possible, structures its base rate fees to cover anticipated personnel, operating and capital expenses and debt surcharges to retire specific District debt instruments over time.

NOW THEREFORE, the District hereby establishes base rate fees per service connection and debt surcharges effective July 1, 2022, as follows:

Customers with a ¾" service connection:

Water Quarterly Base Rate	\$158.00
Water Quarterly Debt Surcharge	<u>\$17.00</u>
Total Quarterly Charge	\$175.00

Customers with a 1" service connection:

Water Quarterly Base Rate	\$195.00
Water Quarterly Debt Surcharge	<u>\$17.00</u>
Total Quarterly Charge	\$212.00

Customers with a 2" fire suppression service connection:

Annual Base Rate-FY 2021-22 \$200.00

Dated this 19th day of May 2022.

Debra K. Birkby, Vice-President

Attest:
Teri Fladstol,
Secretary

WATER DISTRICT:

The Water plant distributed 1.4 million gallons to town in April.

Oregon Health Authority has again recognized the Arch Cape Domestic Water Supply District as Outstanding Performers, following the completion of OHA’s most recent water system survey. A water system survey is an on-site review of a system’s sources, treatment, storage facilities, distribution system, operation and maintenance procedures, monitoring, and management for the purposes of evaluating the system’s capability of providing safe water to the public. Systems designated as Outstanding Performers have their water system survey frequency reduced from every 3 years to every 5 years, resulting in cost and time savings for the District. This award marks 10 years running for the District to hold this status. It’s an important goal for our staff to work toward, and it’s nice to receive this recognition from OHA for the work put in.

I have been in communication with Oregon Health Authority regarding replacing the membranes at the WTP. There is a plan review process that we will need to go through, but the membrane brand has been verbally approved by OHA. I will have more information on the timeframe for installation of the membranes, to be reported on in June.

The pedestrian bridge across Asbury Creek has been installed. The valves have been relocated further north and south, and the pipe will have to be connected to the bridge. However, this will not require an interruption of water service to the neighborhood. Things were delayed a bit with staff being ill in April/May.

Teri and I have continued working on completing the budget for FY 22-23.

MONTHLY LOG : ARCH CAPE WATER & SANITARY DISTRICTS

April 2022

Total Hours	340.00	168.25	171.75
Percentage Split		49%	51%
Total Accounts	641	295	346
Percentage Split		46%	54%

SANITARY DISTRICT:

We received 9.8” of rainfall in April and the plant received 4.3 million gallons of influent.

The Tractor is back from maintenance at Clatsop Lawn & Tractor. We will be mowing the biosolids site soon and should be able to use the sludge drying beds with the dry season here.

Seasonal membrane cleans and maintenance is underway at the WWTP.

**ARCH CAPE SANITARY DISTRICT
BOARD OF DIRECTORS MEETING**
Arch Cape Fire Hall 79729 Hwy 101
Thursday May 19th, 2022
Following the 6PM Water Board Meeting
To Join Meeting by Video Link:
<https://us02web.zoom.us/j/82450898403>

Join by Telephone: 1 669 900 6833
Meeting ID: 824 5089 8403

- | | |
|---|----------------------------------|
| I. Call to Order | Darr Tindall, President |
| II. Public Comments | Darr |
| III. Agenda Approval | Darr |
| IV. Consent Agenda (Action) | Darr |
| A. Approve Minutes – April 21st Regular Meeting | |
| B. Accept April Budget and Finance Reports | |
| C. Authorize Payment of Accounts | |
| D. Accept Correspondence Requiring No Action | |
| V. Old Business | |
| A. Wastewater Facilities Plan Update (Information) | Phil |
| B. Webb Lift Station (Information) | Phil |
| VI. New Business | |
| A. Wastewater Plant Access Easement (Information) | Darr |
| B. Resolution 22-01 SDC Annual Rate Adjustment (Action) | Darr |
| C. Resolution 22-03 SD Rate Increase (Information) | Darr |
| VII. Reports (Information) | |
| A. Accounts Receivable Report | Teri Fladstol, Jigsaw Consulting |
| B. District Manager’s Report and Correspondence for Action | Phil Chick |
| C. Board Members’ Comments and Reports | Darr |
| VIII. June Agenda Items (Information) | Darr |
| IX. Public Comments | Darr |
| XI. Adjourn | Darr |

ARCH CAPE SANITARY DISTRICT

Type	Num	Date	Name	Account	Original Amount
Bill Pmt -Check	8535	4/6/2022	Cannon Beach Electric	Maint	(\$141.50)
Bill Pmt -Check	8536	4/6/2022	Industrial Systems	Maint	(\$140.00)
Bill Pmt -Check	8537	4/6/2022	Pacific Power -	Util	(\$3,062.45)
Bill Pmt -Check	8538	4/6/2022	Walter E. Nelson	Maint	(\$41.46)
Bill Pmt -Check	8539	4/14/2022	Curran McLeod	Professional Se	(\$12,600.00)
Bill Pmt -Check	8540	4/14/2022	Inland Environmental Resources	Chemicals	(\$1,012.50)
Bill Pmt -Check	8541	4/14/2022	Quality Control Services, Inc.	Maint	(\$423.85)
Bill Pmt -Check	8542	4/14/2022	Recology Western Oregon	Util	(\$55.78)
Check	8543	4/21/2022	Spectrum Business	Util	(\$804.88)
Check	EFT	4/22/2022	Microsoft	Dues - Taxes - Fees	(\$8.25)
Check	EFT	4/23/2022	Google	Maint	(\$1.99)

ARCH CAPE SANITARY DISTRICT

RESOLUTION 22-01 SD SDC UPDATE

A RESOLUTION REVISING SYSTEM DEVELOPMENT CHARGES (SDC) / EQUIVALENT DWELLING UNIT (EDU) FEES FOR THE ARCH CAPE SANITARY DISTRICT (the “District”)

Whereas, the District adopted Ordinance 98-1 SD establishing a System Development Charge methodology and rates; and

Whereas, Section 4B of the ordinance provides for adoption of SDC rates by resolution; and

Whereas, it is felt prudent to update those charges to more properly reflect changes through investment in District infrastructure and current cost indices; and

Whereas, it is determined that one SDC is equal to one EDU; and

Whereas, the District allows for the annual adjustment of fees in accordance with the Engineering News-Record Construction Cost Index (ENR CCI); and

Whereas, the ENR CCI used in Resolution 21-02 SD was 11,750 and the April 2022 ENR CCI to be applied for the purposes of this Resolution is 12,899 (Index Ratio=12,899/11,750=1.09);

NOW, THEREFORE, be it resolved the ARCH CAPE SANITARY DISTRICT System Development and Connection Charge herein established become effective July 1st, 2022.

<u>¾ inch meter</u>		<u>1 inch meter</u>	
Improvement Fee	\$ 106	Improvement Fee:	\$ 264
Reimbursement Fee	\$9,359	Reimbursement Fee:	\$23,397
Administrative Fee	\$ 97	Administration Fee:	\$ 237
Total SDC/EDU Charge	\$9,562	Total SDC/EDU Charge:	\$23,898

Adopted and signed this _____ day of _____ 2022.

Darr Tindall, President

Attest _____

ARCH CAPE SANITARY DISTRICT RESOLUTION 22-02 SD

A RESOLUTION Establishing A BUDGET AND IMPOSING THE TAX FOR FISCAL YEAR 2022-2023 FOR THE ARCH CAPE SANITARY DISTRICT.

IT IS HEREBY RESOLVED AND ORDERED that the Arch Cape Sanitary District Budget approved and recommended by the Budget Committee on 5 May 2022, for the fiscal year beginning July 1, 2022 in the total amount of **\$719,872** and for the purposes shown below are hereby appropriated as follows:

General Fund

Materials & Services	\$344,250
Capital Outlay	\$ 0
Grant Expenditures	\$ 7,400
Debt Service	\$ 37,368
Transfer to Capital Fund	\$ 0
Transfer to GO Bond Debt Fund	\$ 0
Contingencies	<u>\$ 59,716</u>
Total General Fund	\$448,734

GO Bond Debt Fund

\$144,600

Capital Fund

Capital Outlay	\$ 0
Contingencies	<u>\$126,538</u>
Total Capital Fund	\$126,538

Total Appropriations

\$719,872

Imposing the Tax

BE IT RESOLVED that the Board of Directors of the Arch Cape Sanitary District hereby impose the taxes provided for in the adopted budget in the amount of **\$150,000** for bonds; and that these taxes are hereby imposed and categorized for tax year 2022-23 upon the assessed value of all taxable properties within the District.

Categorizing the Tax

General Government Limitation

Excluded from Limitation

General Government

Debt Service

\$150,000

The above resolution statements were approved and declared adopted on this 19th day of May 2022.

Attest: Teri Fladstol, Secretary

Darr Tindall, President

**ARCH CAPE SANITARY DISTRICT
RESOLUTION 22-03 SD**

A RESOLUTION SUPERSEDING RESOLUTION 19-05 SD ESTABLISHING BASE RATE CHARGES AND DEBT SURCHARGES FOR THE ARCH CAPE SANITARY DISTRICT "DISTRICT".

WHEREAS the Arch Cape Sanitary District needs to adjust base rate fees and debt surcharges to District customers from time to time sufficient to collect monies necessary to meet budgeted expenses; and

WHEREAS the District, where possible, structures its base rate fees to cover anticipated personnel, operating and capital expenses and debt surcharges to retire specific District debt instruments over time.

NOW THEREFORE, the District hereby establishes base rate fees per service connection and debt surcharges effective July 1, 2022 as follows:

Customers with a ¾" or 1" service connection:

Sanitary Quarterly Base Rate	\$237.00
Sanitary Quarterly Debt Surcharge	<u>\$ 27.00</u>
Total Quarterly Charge	\$264.00

The above resolution statements were approved and declared adopted on this 19th day of May 2022.

Attest: Teri Fladstol, Secretary

Darr Tindall, President

SUPPLEMENTAL INFORMATION

FLP requires the following deed provisions for FLP deeds. Mandatory language is in bold and example language is shown in italics (example language can be adjusted with ODF approval, mandatory language cannot be amended without extensive review by ODF and USFS). Final deed language requires ODF and USFS approval for FLP funded acquisitions.

A. Purpose and Authority

The purpose of Grantee's acquisition of the Property is to effect the USDA Forest Service Forest Legacy Program (the "**FLP**") on the Property in accordance with the provisions of the Cooperative Forestry Assistance Act of 1978, P.L. 95-313 as amended (codified at 16 U.S.C. § 2101 et seq), which purposes include protecting environmentally important forest areas that are threatened by conversion to nonforest uses and for promoting forest land protection and other conservation opportunities. The purposes also include the protection and preservation of important scenic, cultural, fish, wildlife and recreational resources, riparian areas, and other ecological values, and to ensure that the Property is available for the sustainable and cost effective harvesting of forest products in a silviculturally sound manner, all of which meet the objectives of the FLP. The various purposes described in this paragraph are collectively referred to in this deed as the "**Purposes**".

B. Management Objectives

The Property shall be managed in a manner consistent with the FLP and according to a State Forester approved Multi-Resource Management Plan, as may be amended from time to time with State Forester approval (the "**Management Plan**") to ensure long-term sustainability and protection of the forest land and forest resources located upon the Property. Management activities must take into account the long-term viability and health of the ecosystem on the Property. There may be no activities or uses of the Property which are not compatible with the long-term forest health and sustainability. This limitation includes limitations on activities of short duration that may have long-term impacts such as soil compaction or disturbance of fragile systems.

There will be no surface disturbance of the Property other than what is necessary for management activities outlined in the Management Plan. There may be limited extraction of sand or gravel for onsite management activities. These activities will be outlined in the Management Plan.

There will be no conveyance or subdivision of the Property, except that limited portions may be conveyed as part of bona fide boundary dispute resolutions in consultation with an appropriate Oregon State or federal court having jurisdiction over the applicable matter. The Grantee shall not enter into long term contracts, agreements, leases or easements that could detrimentally impact the long-term title of the Property or the effectuation of the Purposes. Such encumbrances must be approved in writing by the Oregon Department of Forestry ("**ODF**") and the applicable USDA Forest Service Regional Office.

C. Ecosystem Service Markets

No agreements relating to ecosystem service markets shall be made regarding the Property that are or are likely to become inconsistent with the Purposes or terms and conditions of this deed, the terms of the applicable FLP grant, the State of Oregon Forest Action Plan or other documents specifically incorporated herein by reference. If Grantee wishes to enter such an agreement it must notify ODF and the USDA Forest Service explaining what the Grantee proposes to do and explain why it believes market participation is compatible. ODF and the USDA Forest Service will respond with their respective denial or approval and include instructions if applicable.

D. Transfer and Disposal

This deed may be transferred or assigned only (i) to a government entity that (a) is eligible to hold this deed under the FLP, (b) is willing and able to hold this deed for the purpose for which it was created, and (c) expressly agrees to assume the responsibility imposed by the terms of this deed, and (ii) with the consent of the ODF. If the deed holder ever ceases to exist, or is no longer willing and able to hold this deed for the purpose for which it was created or carry out the responsibility imposed on the holder by the terms of this deed, the ODF must identify and select an appropriate entity to which this deed must be transferred.

Grantee, the owner of this deed, pursuant to the grant agreement Arch Cape Watershed 20-DG-11062765-722 awarded by the USDA Forest Service on [REDACTED], 2021 to the ODF, as may have been amended from time to time (the “**Grant Agreement**”), acknowledges the FLP funding for this acquisition is authorized by the Cooperative Forestry Assistance Act of 1978, P.L. 95-313 as amended (codified at 16 U.S.C. § 2101 et seq), and that the interest acquired cannot be sold, exchanged, or otherwise disposed of, in whole or in part.

Except, however, the USDA Secretary of Agriculture (the “**Secretary**”) may exercise discretion to consent to such sale, exchange, or disposition upon the grant recipient’s (ODF’s) tender of equal valued consideration acceptable to the Secretary and under the requirement that the United States is reimbursed the market value of the interest, proportional to its contribution in the original acquisition, at the time of disposal. The Grant Agreement is housed at the Oregon Department of Forestry, 2600 State Street, Salem Oregon 97310 and the USDA Forest Service Regional Office at 1220 SW 3rd Ave, Portland, Oregon 97204.

The United States’ proportionate share is 74.6%, which was determined by dividing the FLP’s contribution to the acquisition by the value of the acquisition, at the time it was acquired, and expressing the result as a percentage.

The market value of this fee simple interest or the portion thereof that is disposed shall be the market value of such interest immediately before the disposal as determined by an appraisal that meets Uniform Standards of Professional Appraisal Practice (USPAP) and is completed by a certified general appraiser approved by the grant recipient, ODF and the applicable USDA Forest Service Regional Office.

The form of the United States’ reimbursement hereunder (whether it is received in cash or in kind) shall be in the sole and absolute discretion of the Secretary but shall in all events be used for FLP or similar conservation purposes. This fee simple deed shall not be deemed disposed in whole or in part until the United States receives reimbursement as provided hereunder.

No inaction or silence by the Secretary shall be construed as approval of a disposal or as an abandonment of this fee simple deed in whole or in part. Any purported disposal executed without the prior written consent of the Secretary will be null and void. The provisions of this deed shall survive any partial disposal.

If the deed owner is notified of a proposal to condemn all or any portion of the Property subject to this deed, the ODF and the USDA Forest Service must immediately be notified.