

**ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT**

**BOARD OF COMMISSIONERS MEETING**

Arch Cape Fire Hall 79729 Hwy 101

Thursday February 16, 2023

TIME: 6 PM

To Join Meeting by Video Link:

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

Join by Telephone: 1-669-900-6833

Meeting ID: 824 5089 8403

- |   |                                    |
|---|------------------------------------|
| <b>I. Call to Order</b>   | Debra Birkby, President            |
| <b>II. Public Comments</b>  | Debra                              |
| <b>III. Agenda Approval</b>   | Debra                              |
| <b>IV. Consent Agenda (Action)</b>  |                                    |
| <b>A. Approve Minutes – January 19th Regular Board Meeting</b>              |                                    |
| <b>B. Accept January Budget and Finance Reports</b>                         |                                    |
| <b>C. Authorize Payment of Accounts</b>                                     |                                    |
| <b>D. Accept Correspondence Requiring No Action</b>                         |                                    |
| <b>V. Old Business</b>  |                                    |
| <b>A. Interim Manager Contract</b>  | Debra                              |
| <b>B. Oregon Operator Solution Contract</b>                                 | Debra                              |
| <b>C. House Bill 2813</b>   | Debra                              |
| <b>VI. New Business</b>   |                                    |
| <b>A. Board Position Vacancies / 2023 elections filing deadline 3/16/23</b> | Debra                              |
| <b>B. 1<sup>st</sup> Security Bank</b>                                      | Debra                              |
| <b>C. Budget Schedule</b>   | Teri                               |
| <b>VII. Arch Cape Watershed / Forest</b>                                    |                                    |
| <b>A. Appoint new Watershed / Forest Management Committee Member</b>        | Debra                              |
| <b>B. Multi-Resource Management Plan Update / Adoption (Action)</b>         | Ben Hayes, Springboard Forestry    |
| <b>C. Watershed Resolution</b>  | Dan                                |
| <b>D. Access Advisory Committee</b>   | Debra                              |
| <b>VIII. Reports (Information)</b>  |                                    |
| <b>A. Accounts Receivable Report</b>  | Teri Fladstol, Jigsaw Consulting   |
| <b>B. Staff Report and Correspondence for Action</b>                        | Matt Gardner, Plant Operator       |
| <b>C. Arch Cape Watershed Project Manager Report</b>                        | Daniel Wear, Sustainable Northwest |
| <b>C. Board Members' Comments and Reports</b>                               | Debra                              |
| <b>IX. March Agenda Items (Information)</b>                                 | Debra                              |
| <b>X. Public Comment</b>  | Debra                              |
| <b>XI. Adjournment</b>  | Debra                              |



GENERAL FUND		Budget	Jul 22	Aug 22	Sep 22	Oct 22	22-Nov	31-Dec	31-Jan	Year to Date	%
Total Operating Expenses		\$ 468,862.00	\$ 34,812.32	\$ 39,380.75	\$ 39,965.13	\$ 30,171.31	\$ 24,168.01	\$ 36,430.45	\$ 48,317.62	\$ 253,245.59	54.01%
7500 · Debt Service											
7501 · IFA Water Plant Upgrade		\$ 20,772.00	\$ -	\$ -	\$ -	\$ -	\$ 20,771.70			\$ 20,771.70	100.0%
Total 7500 · Debt Service		\$ 20,772.00	\$ -	\$ -	\$ -	\$ -	\$ 20,771.70			\$ 20,771.70	100.0%
TOTAL GENERAL FUND EXPENDITURES		\$ 489,634.00	\$ 34,812.32	\$ 39,380.75	\$ 39,965.13	\$ 30,171.31	\$ 20,771.70	\$ 36,430.45	\$ 48,317.62	\$ 249,849.28	51.03%
CONTINGENCY & ENDING BALANCES											
8001 · Operating Contingencies		\$ 37,050.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
8002 · Operating Reserve		\$ 40,141.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
8003 · Undesignated		\$ 16,632.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
CONTINGENCY & ENDING BALANCES		\$ 583,457.00	\$ 34,812.32	\$ 39,380.75	\$ 39,965.13	\$ 90,513.93	\$ 69,107.72	\$ 109,291.35	\$ 144,952.86	\$ 756,340.46	
CAPITAL FUND		Budget	Jul 22	Aug 22	Sep 22	Oct 22	22-Nov	31-Dec	31-Jan	Year to Date	%
Beginning Balance		\$ 111,926.00									
4550 · SDC Revenue		\$ 12,780.00	\$ -	\$ 12,780.00	\$ 6,390.00	\$ -	\$ -	\$ -	\$ 12,780.00	\$ 31,950.00	250.0%
4900 · Transfer from General Fund		\$ 76,768.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Total Income		\$ 89,548.00	\$ -	\$ 12,780.00	\$ 6,390.00	\$ -	\$ -	\$ -	\$ 12,780.00	\$ 31,950.00	35.68%
Total Resources:		\$ 201,474.00									
Capital Outlay											
7001 · Meter Replacement - Moved from Maintenance		\$ 117,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 103,533.23	\$ 299.99	\$ 103,833.22	88.75%
Total 7000 · Capital Outlay		\$ 117,000.00								\$ -	
8000 · Contingency		\$ 84,474.00								\$ -	
CONTINGENCY & ENDING BALANCES		\$ 201,474.00		\$ 12,780.00	\$ 6,390.00	\$ -	\$ -	\$ 103,533.23	\$ 13,079.99	\$ 135,783.22	67.39%
ARCH CAPE FOREST FUND		Budget	Jul 22	Aug 22	Sep 22	Oct 22	22-Nov	31-Dec	31-Jan	Year to Date	%
Beginning Balance		\$ 10,000.00									
4801 · Business OR - ARPA		\$ 1,040,000.00		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
4803 · Hollis Foundation		\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
4804 · Safe Drinking Water (U22010)		\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
4850 · Private Donations Forest Fund		\$ 284,301.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 285,601.28	\$ 15,000.00	\$ 300,601.28	105.73%
Total Income		\$ 1,454,301.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 285,601.28	\$ 15,000.00	\$ 300,601.28	20.67%
Total Resources:		\$ 1,464,301.00									
Capital Outlay											
7800 · Business OR - ARPA											
· Project Management		\$ 75,682.00					\$ 8,861.72			\$ 8,861.72	11.71%
· Finance Management		\$ 6,000.00						\$ 3,000.00		\$ 3,000.00	50.0%
· Construction		\$ 692,878.00								\$ -	0.0%
· Legal Fees		\$ 7,500.00								\$ -	0.0%
· Forestry Consultant		\$ 98,000.00					\$ 14,866.58		\$ 5,894.45	\$ 20,761.03	21.18%
· Land Acquisition										\$ -	#DIV/0!
· Land Maintenance & Repair		\$ 174,090.00							\$ 1,043.00	\$ 1,043.00	0.6%
· Conservation Planning		\$ 5,850.00								\$ -	0.0%
Total 7000 · Capital Outlay		\$ 1,060,000.00								\$ -	0.0%
8000 · Contingency		\$ 434,301.00	\$ -	\$ -	\$ -	\$ -	\$ 23,728.30	\$ 3,000.00	\$ 6,937.45	\$ 33,665.75	
CONTINGENCY & ENDING BALANCES		\$ 1,494,301.00	\$ -	\$ -	\$ -	\$ -	\$ 23,728.30	\$ 288,601.28	\$ 21,937.45	\$ 266,935.53	17.86%

**Arch Cape Domestic Water District**

**Balance Sheet**

**January 31, 2023**

**ASSETS**

<b>Checking/Savings</b>	
1000 · Columbia Bank #1196	\$ 180,331.87
1100 · Local Government Pool - Water	\$ 212,439.64
1101 · Local Government Pool - Forest	\$ 26,745.18
<b>Total Checking/Savings</b>	<b>\$ 419,516.69</b>
<b>Total Current Assets</b>	<b>\$ 419,516.69</b>
<b>Fixed Assets</b>	
1500 · Capital Assets (Net) 1501 · Water System	\$ 119,436.00
1502 · Water Treatment Plant - Upgrade	\$ 788,841.00
1503 · Vehicle (s)	\$ 9,603.00
<b>Total 1500 · Capital Assets (Net)</b>	<b>\$ 917,880.00</b>
<b>Total Fixed Assets</b>	<b>\$ 917,880.00</b>
<b>TOTAL ASSETS</b>	<b>\$ 1,337,396.69</b>

**LIABILITIES & EQUITY**

<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>2400 · Payroll Liabilities</b>	
2401 · Payroll PERS Liability	\$ 1,771.84
<b>Total Other Current Liabilities</b>	<b>\$ 1,771.84</b>
<b>Total Current Liabilities</b>	<b>\$ 1,771.84</b>
<b>Long Term Liabilities</b>	
2700 · IFA Loan - Business Oregon	\$ 391,691.00
<b>Total Long Term Liabilities</b>	<b>\$ 391,691.00</b>
<b>Total Liabilities</b>	<b>\$ 393,462.84</b>
<b>Equity</b>	
3200 Retained Earnings	\$ 760,949.10
Net Income	\$ 182,984.75
<b>Total Equity</b>	<b>\$ 943,933.85</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>\$ 1,337,396.69</b>



**ARCH CAPE WATER DISTRICT**  
**Check Detail**  
**January 2023**

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	EFT	01/03/2023	Costco		Arch Cape Water		<b>-299.99</b>
				Maint		-299.99	299.99
TOTAL						-299.99	299.99
Check	EFT	01/19/2023	USPS		Arch Cape Water		<b>-2.64</b>
				Postage		-2.64	2.64
TOTAL						-2.64	2.64
Check	300	01/05/2023	Springboard Fores...		Arch Cape Water		<b>-5,894.45</b>
				Watershed		-5,894.45	5,894.45
TOTAL						-5,894.45	5,894.45
Check	307	01/12/2023	SDIS		Arch Cape Water		<b>-199.19</b>
			Arch Cape Water Di...		Health-Med-Dental	-99.60	99.60
			Arch Cape Sanitary ...		Health-Med-Dental	-99.59	99.59
TOTAL						-199.19	199.19
Check	308	01/12/2023	Pacific Power		Arch Cape Water		<b>-491.45</b>
				Util		-491.45	491.45
TOTAL						-491.45	491.45
Check	309	01/12/2023	William J. MacLea...		Arch Cape Water		<b>-327.00</b>
					Professional Se	-327.00	327.00
TOTAL						-327.00	327.00
Check	310	01/19/2023	Jigsaw Consulting...		Arch Cape Water		<b>-2,800.00</b>
				Admin Asst		-1,512.00	1,512.00
				Admin Asst		-1,288.00	1,288.00
TOTAL						-2,800.00	2,800.00
Check	311	01/19/2023	Malcolm, Georgia		Arch Cape Water		<b>-175.00</b>
				User Fees		-175.00	175.00
TOTAL						-175.00	175.00
Check	312	01/18/2023	Cascade Columbia...		Arch Cape Water		<b>-2,790.40</b>
				Chemicals		-2,790.40	2,790.40
TOTAL						-2,790.40	2,790.40

**ARCH CAPE WATER DISTRICT**  
**Check Detail**  
**January 2023**

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	313	01/18/2023	Correct Equipment		Arch Cape Water		<b>-3,658.00</b>
				Maint		-3,658.00	3,658.00
TOTAL						-3,658.00	3,658.00
Check	314	01/18/2023	Verizon Wireless		Arch Cape Water		<b>-117.99</b>
				Util		-59.00	59.00
				Util		-58.99	58.99
TOTAL						-117.99	117.99
Check	315	01/26/2023	Bob McEwan Cons...		Arch Cape Water		<b>-987.50</b>
			Arch Cape Water Di...	Maint		-987.50	987.50
TOTAL						-987.50	987.50
Check	316	01/26/2023	Haglund Kelley LLP		Arch Cape Water		<b>-1,925.00</b>
				Legal Services		-1,925.00	1,925.00
TOTAL						-1,925.00	1,925.00
Check	317	01/26/2023	Pacific Power		Arch Cape Water		<b>-85.80</b>
				Util		-85.80	85.80
TOTAL						-85.80	85.80
Check	318	01/26/2023	Ferguson Waterwo...		Arch Cape Water		<b>-230.00</b>
				Maint		-230.00	230.00
TOTAL						-230.00	230.00

## **Oregon Operator Solutions Contract for Professional Services**

This Agreement is made between Arch Cape Domestic Water Supply District ("Client") with a principal place of business at 32065 East Shingle Mill Lane Arch Cape, OR and Oregon Operator Solutions, LLC ("Contractor"), with a principal place of business at 12935 J Street Nehalem, OR

Mailing Address: PO Box 473  
Nehalem, OR  
97131

### **1. Services to Be Performed**

Contractor agrees to perform the services described in Exhibit A, which is attached to this Agreement and hereby incorporated.

### **2. Payment**

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor at the following rates: \$400 per month flat rate. Any work that requires the Contractor to report on site will be billed additionally at \$65 per hour. Any call-outs that require Contractor reporting on site between the hours of 8 pm and 8am will be billed at \$85 per hour. In the event that on-call services are requested for staff coverage, a minimum flat rate of 2 hrs per each day on call will be charged to Client. Any amount of work required over that will be billed at the standard \$65/hr with the exception of work required between the hours of 8 pm to 8 am which will be billed at \$85/hr.

Contractor shall be paid within thirty (30) days after Contractor submits an invoice to Client. The invoice should include the following: an invoice number, the dates covered by the invoice, and a summary of the work performed.

### **3. Expenses**

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes use of personal automobile, truck, and other travel expenses; personal vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

### **4. Vehicles and Equipment**

Contractor will be allowed use of Client's vehicles, equipment, tools, and materials necessary to respond to the needs of the Client and to provide the services required by this Agreement. Client will not require Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

## **5. Independent Contractor Status**

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows

[Check all that apply]

Contractor has the right to perform services for others during the term of this Agreement.

Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Contractor shall select the routes taken, starting and quitting times, days of work, and order the work is performed.

Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.

Neither Contractor nor Contractor's employees or contract personnel shall be required to wear any uniforms provided by Client.

The services required by this Agreement shall be performed by Contractor, Contractor's employees, or contract personnel, and Client shall not hire, supervise, or pay any assistants to help Contractor.

Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Client in the professional skills necessary to perform the services required by this Agreement.

Neither Contractor nor Contractor's employees or contract personnel shall be required by Client to devote full time to the performance of the services required by this Agreement.

## **6. Business Licenses, Permits, and Certificates**

Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

## **7. State and Federal Taxes**

Client will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

## **8. Fringe Benefits**

Contractor understands that neither Contractor nor Contractor's employees or contract

personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

### **9. Unemployment Compensation**

Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

### **10. Workers' Compensation**

Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent required by law and provide Client with a certificate of workers' compensation insurance before the employees begin the work.

### **11. Insurance**

Contractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

[Check all that apply.]

Automobile liability insurance for each vehicle used in the performance of this Agreement -- including owned, non-owned (for example, owned by Contractor's employees), leased, or hired vehicles. Contractor shall have Full Coverage Comprehensive and Collision Automobile Liability Insurance.

Comprehensive or commercial general liability insurance coverage in the minimum amount of \$ 1,000,000 combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability. Before commencing any work, Contractor shall provide Client with proof of this insurance and with proof that Client has been made an additional insured under the policies.

Prior to starting work under this Contract, Contractor shall furnish a certificate to Client from each insurance company providing insurance showing that the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

Since Contractor will be using Client's equipment and vehicles, Client shall include Contractor and its officers and employees as Additional Insured on its insurance policies with respect to Contractor's activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance.

Prior to starting work under this Contract, Client shall furnish a certificate to Contractor from each insurance company providing insurance showing that the Contractor is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

## **12. Force Majeure**

Neither Client nor Contractor shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled provided the party so disabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent.

## **13. Term of Agreement**

This agreement will become effective when signed by both parties and will terminate on the earlier of:

- the date Contractor completes the services required by this Agreement
- \_\_\_\_\_ [date], or
- the date a party terminates the Agreement as provided below.

## **14. Terminating the Agreement**

Either party may terminate this Agreement at any time by giving thirty (30) days' written notice to the other party of the intent to terminate.

## **15. Modifying the Agreement**

This Agreement may be modified only by a writing signed by both parties.

## **16. Proprietary Information.**

A. The product of all work performed under this Agreement (“Work Product”), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agree not to challenge the validity of the Client’s ownership in the Work Product.

B. Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor’s work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

C. The Client will be entitled to use Contractor’s name and/or likeness use in advertising and other materials.

## **17. No Partnership**

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

## **18. Assignment and Delegation**

Neither Contractor nor Client may assign rights or may delegate duties under this Agreement without the other party's prior written approval.

**19. Severability and Survival**

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

**20. Attorney's Fees**

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

**21. Applicable Law**

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

**22. Exclusive Agreement**

This is the entire Agreement between Contractor and Client.

**Signatures**

Client: \_\_\_\_\_

Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Contractor: \_\_\_\_\_

Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Taxpayer ID Number; 92-1984549

Attachments:   X   Exhibit A: Additional Description of Services to be Performed  
(check if applicable)

**EXHIBIT A**  
**Scope of Work**

- Contractor will serve as Operator of Record for the Client's National Pollutant Discharge Elimination System (NPDES) Permit.
- Contractor will sign reports required by Oregon DEQ and be available to Client for providing consultation involving the Client's water and wastewater operations.
- Contractor may perform work on-site at the request of Client relating to the operations and maintenance of the Client's water and wastewater systems including but not limited to daily operational checks, maintenance of equipment, process control, on-call coverage, and emergency response.
- All such work will be billed at the rates established in Section 2 of the agreement.



ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT

Name:	Position	Term Expires
Nadia Gardner	Commissioner, Position 1	6/30/2023
Linda Murray	Commissioner, Position 2	6/30/2025
Chris Mastrandrea	Commissioner, Position 3	6/30/2023 (Appointed 1/19/23)
Debra Birkby	Commissioner, Position 4	6/30/2023
Dan Seifer	Commissioner, Position 5	6/30/2023

ARCH CAPE SANITARY DISTRICT

Name:	Position	Term Expires
Debra Birkby	Commissioner, Position 1	6/30/2023
Darr Tindall	Commissioner, Position 2	6/30/2025
Jay Blake	Commissioner, Position 3	6/30/2025
Steve Hill	Commissioner, Position 4	6/30/2023 (Appointed 12/15/2022)
Heather Newman	Commissioner, Position 5	6/30/2023



# Clatsop County

## Clerk and Elections

820 Exchange St., Suite 220, Astoria, OR 97103  
(503) 325-8511 phone / (503) 325-9307 fax  
Website: [www.clatsopcounty.gov](http://www.clatsopcounty.gov)  
Email: [clerk@clatsopcounty.gov](mailto:clerk@clatsopcounty.gov)

January 27, 2023

Dear Clatsop County Special Districts,

We are starting to prepare for the May 16, 2023 Regular (Special) District Election and it will be here soon.

Enclosed are master copies of forms, with instructions, for you to make copies and hand out to prospective candidates:

- ◆ **SEL 190** Candidate Filing - District
- ◆ Candidate's Statement for County Voters' Pamphlet
- ◆ County Voters' Pamphlet – Statement of Endorsement
- ◆ Special Districts Board Qualification Matrix

Voters' pamphlet candidate statements must have the filing fee with the candidate's statement form at the time of filing. Your candidates can either file their statement in person at our office or email his/her statement to [clerk@clatsopcounty.gov](mailto:clerk@clatsopcounty.gov) and pay for the filing fee using a debit or credit card at the time of submission.

Candidate photos for county voters' pamphlet need to be submitted to us electronically to [clerk@clatsopcounty.gov](mailto:clerk@clatsopcounty.gov) in a .pdf or .jpg format. See photo requirements in the voters' pamphlet instructions.

### **IMPORTANT DATES:**

February 4 – First day for district candidates to file declaration of candidacy.

February 24 – Last day to file text of referral or prepared ballot title.

March 16 – Last day for district candidates to file declaration OR withdrawal of candidacy;  
– Last day to file or withdraw notice of measure, and to file explanatory statement.

March 20 – Last day to file candidate statements and measure arguments for county voters' pamphlet.

April 25 – Last day to register to vote.

April 26 – First day ballots are mailed out.

May 16 – Election Day

June 28 – Last day for individuals nominated/elected by write-in votes to file acceptance forms.

If you have any questions, please feel free to contact our office at (503) 325-8511, or email us at [clerk@clatsopcounty.gov](mailto:clerk@clatsopcounty.gov). We will be happy to answer any questions you may have or clarify any of the process.

Sincerely,

Sheryl Holcom, CRA, CEA  
Elections Technician



## District Candidate Information Sheet

### May 16, 2023 Regular District Election

#### **IMPORTANT DATES:**

<b>February 4, 2023</b>	First day for candidates to file declaration of candidacy or nominating petition for special district election.
<b>March 16, 2023</b>	Last day for district candidates to file <u>declaration</u> <b>OR</b> to <u>withdraw</u> (SEL 150) of candidacy nominating petition.
<b>March 20, 2023</b>	Last day to file candidate statements for voters' pamphlet.
<b>April 25, 2023</b>	Last day to register to vote for May election.
<b>April 26 – May 2, 2023</b>	Ballots are mailed.
<b>May 8, 2023</b>	Public certification test of vote tally system, at 10:00 a.m. Judge Guy Boyington Building, 857 Commercial St., Astoria, OR.
<b>May 16, 2023</b>	<b>Election Day</b>
<b>June 12, 2023</b>	Last day for county clerk to prepare and deliver abstract of election results to districts.
<b>June 18, 2023</b>	Last day for filing officer to prepare and deliver acceptance of office form to individuals nominated or elected by write-in votes.
<b>June 28, 2023</b>	Last day for individuals nominated or elected by write-in votes to file acceptance forms.

This packet includes:

- **Special Districts Qualification Matrix** which lists the requirements that are needed in order to qualify for the district board position to be filled;
- **SEL Forms** required for candidate filing;
- Voters' Pamphlet filing form and instructions.

You must file all required forms with Clatsop County Elections official (located at 820 Exchange Street, 2<sup>nd</sup> Floor) and follow the guidelines set out in the principal act for your jurisdiction. You may file either by paying the required fees or by obtaining petition signatures.

The enclosed information is not a substitute for reading the **County, City and District Candidate Manual**, found on the Secretary of State website, <https://sos.oregon.gov/elections/Documents/county-city-district-candidates.pdf>

If you have any questions or need additional forms, contact the Clatsop County Elections Office at 503-325-8511, or visit our website at [www.clatsopcounty.gov](http://www.clatsopcounty.gov) and click *Clerk, Records & Elections* under the "Department" tab, then click *Elections*, then select *May 16, 2023 - Regular District Election for more information*, or select *Measure/Candidate Filing Forms & Manuals for filing forms and manuals*.



➤ **FILING BY FEE:**

1. File **SEL 190** (District Candidate Filing Form)
2. Pay filing fee of \$10.

➤ **FILING BY PETITION:**

1. File **SEL 190** (District Candidate Filing Form) and **SEL 121** (Candidate Signature Sheet – Nonpartisan) to fully complete your filing.
2. Submit completed **Candidate Signature Sheets (SEL 121)** with sufficient number of valid signatures to be verified by the county elections official. The number of signatures required is 25 or 10% of the total number of active registered voters in the electoral district, whichever is less (*ORS 255.235*).

Submit 100% of required signatures from the district for which you are a candidate to qualify. It is also suggested that you obtain at least 10-15 additional signatures than required to compensate for those signatures that may not be valid registered voters. See **District Board Qualification Matrix** to determine the required amount of signatures needed.

3. Signatures must be certified by the County Clerk's office before the filing officer can officially accept the candidate filing.
4. Candidate may either bring the signature petitions in-person or mail them.

➤ **DEADLINE TO FILE A COMPLETED FILING OF CANDIDACY**

Filing for candidacy in the May 16, 2023 Regular District Election is **not sooner** than February 4, 2023 and **not later** than 5:00 p.m. on March 16, 2023.

➤ **CAMPAIGN FINANCE FILING**

For more information or questions on Campaign Finance, visit the Secretary of State's website at <https://sos.oregon.gov/elections> or contact the Secretary of State's Office Election Division at 503-986-1518.

➤ **VOTERS' PAMPHLET INFORMATION**

A copy of the Voters' Pamphlet Candidate's Statement form and Statement of Endorsement is enclosed. **Please read ALL instructions carefully.** You **MUST** complete the "Required Information" portion of the Candidate's Statement form to be included in the voters' pamphlet.

- Candidates running for nomination or election to Special District office shall pay to the county clerk the following fee for space: ***ORS 251.325(2)(a)(b)***
  - \$25 – For an office with **no** salary or other compensation beyond expenses is attached.
  - \$100 – For an office to which a salary or other compensation beyond expenses is attached. (Port of Astoria)

***\*\*\* Deadline for candidates to file candidate statements for county voters' pamphlet is 5:00 p.m., March 20, 2023.***

# Candidate Filing District

SEL 190

rev 08/22  
ORS 255.235

**i** This form must be filed with county elections official. All information must be completed or the form will be rejected.

## 2023 District Election Filing Dates

Candidate Filing February 4, 2023 to March 16, 2023

Withdrawal Date March 16, 2023

This filing is an

Original

Amendment

## Office Information

Filing for Office of:

District, Position or County:

## Filing Information

Filing with the required \$10.00 fee

Prospective Petition

## Candidate Information

### Name of Candidate

First

MI

Last

Suffix

How you would like your name to appear on the ballot

## Candidate Residence/Route Address

Street Address

City

State

Zip

## Candidate Mailing Address and Contact Information

Street Address or PO Box

City

State

Zip

Work Phone

Home Phone

Cell Phone

Fax

Email Address

Web Site, if applicable

## Race and Ethnicity *Optional*

Occupation (present employment) If no relevant experience, None or NA must be entered.

Occupational Background (previous employment) If no relevant experience, None or NA must be entered.



**Educational Background (schools attended)** If no relevant experience, None or NA must be entered.

Complete name of School	Last Grade completed	Diploma/Degree/Certificate	Course of Study

Educational Background (other) Attach a separate sheet if necessary.

**Prior Governmental Experience (elected or appointed)** If no relevant experience, None or NA must be entered.

**Campaign Finance Information (not applicable to candidates for federal office)**

A candidate must file a Statement of Organization not later than three business days of first receiving a contribution or making an expenditure and no later than the deadline for filing a nominating petition, declaration of candidacy, or certificate of nomination, whichever occurs first, unless they meet the criteria for an exemption. To meet the criteria, the candidate must serve as their own treasurer, not have an existing candidate committee, and not expect to spend or receive more than \$750 during the entire calendar year (including in-kind contributions and personal funds).

If you have an existing candidate committee you must amend the statement of organization not later than 10 days after a change in information. This includes changes to the election you are active in and the office you are running for.

See the Campaign Finance Manual for the procedural and legal requirements of establishing and maintaining a candidate committee.

*By signing this document, I hereby state that:*

- I will qualify for said office if elected
- All information provided by me on this form is true to the best of my knowledge



**Warning**

Supplying false information on this form may result in conviction of a felony with a fine of up to \$125,000 and/or prison for up to 5 years. (ORS 260.715). A person may only file for one lucrative office at the same election. (ORS 249.013 and ORS 249.170)

Candidate's Signature

Date Signed

# Candidate Filing District

SEL 190

rev 08/22  
ORS 255.235

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Zip

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Home Phone

Cell Phone

Fax

Email Address

Web Site, if applicable

## Race and Ethnicity *Optional*

Occupation (present employment) If no relevant experience, None or NA must be entered.

Occupational Background (previous employment) If no relevant experience, None or NA must be entered.



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Candidate's Signature

Date Signed



<b>WATER CONTROL (ORS 553.210)</b>			
Wauna Water District	\$10	11	Landowner within District; need not reside in district.
<b>HEALTH (ORS 440.325)</b>			
Clatsop Care & Rehabilitation Center	\$10	25	Registered voter within district.
Union Health District	\$10	25	Registered voter within district.
<b>RECREATION (ORS 266.310)</b>			
Sunset Empire Park & Recreation District	\$10	25	Registered voter within district.
<b>RURAL LAW ENFORCEMENT (ORS 451.555)</b>			
Clatsop County Rural Law Enforcement District	\$10	25	Registered voter within zone elected. (Zone 1 = Precincts 103.04-103.09, 105-107. Zone 2 = Precincts 103.01-103.03, 109, 110.03-110.07, 111. Zone 3 = Precincts 110.01-110.02, 114-115, 121.02. Zone 4 = Precincts 108, 125. Zone 5 = Precincts 121.01, 122, 124.)
<b>SANITATION (ORS 450.045)</b>			
Arch Cape Sanitary District	\$10	18	Registered voter or owner within district.
Miles Crossing Sanitary Sewer District	\$10	25	Registered voter or owner within district.
Shoreline Sanitary District	\$10	24	Registered voter or owner within district.
Sundown Sanitary District	\$10	20	Registered voter or owner within district.
<b>TRANSPORTATION (ORS 267.540)</b>			
Sunset Empire Transportation District	\$10	25	Registered voter within district.
<b>PORT (ORS 777.135)</b>			
Port of Astoria District	\$10	25	Registered voter within district.

<b>FIRE PROTECTION (ORS 478.050)</b>			
Cannon Beach RFPD	\$10	25	Registered voter <u>OR</u> landowner within district.
<b>Clatskanie RFPD</b>	<b>N/A</b>	<b>N/A</b>	<b>Filing Officer is Columbia County</b>
Elsie-Vinemaple RFPD	\$10	25	Registered voter <u>OR</u> landowner within district.
Gearhart RFPD	\$10	25	Registered voter <u>OR</u> landowner within district.
Hamlet RFPD	\$10	25	Registered voter <u>OR</u> landowner within district.
Knappa-Svensen-Burnside RFPD	\$10	25	Registered voter <u>OR</u> landowner within district.
Lewis & Clark RFPD	\$10	25	Registered voter <u>OR</u> landowner within district.
<b>Mist-Birkenfeld RFPD</b>	<b>N/A</b>	<b>N/A</b>	<b>Filing Officer is Columbia County</b>
<b>Nehalem Bay Fire &amp; Rescue</b>	<b>N/A</b>	<b>N/A</b>	<b>Filing Officer is Tillamook County</b>
Olney-Walluski Fire & Rescue	\$10	25	Registered voter <u>OR</u> landowner within district.
Seaside RFPD	\$10	25	Registered voter <u>OR</u> landowner within district.
Warrenton RFPD	\$10	25	Registered voter <u>OR</u> landowner within district.
Westport-Wauna RFPD	\$10	25	Registered voter <u>OR</u> landowner within district.
<b>WATER SUPPLY (ORS 264.410)</b>			
Arch Cape Domestic Water Supply District	\$10	17	Registered voter within district.
Falcon-Cove Beach Water District	\$10	2	Registered voter within district. (If there are fewer than 100 electors in the district, then any individual who owns and maintains real property within the district, pays taxes levied thereon by the district and is an elector registered anywhere in this state.)
John Day Water District	\$10	17	Registered voter within district.
Wickiup Water District	\$10	25	Registered voter within district.
Willowdale Water District	\$10	25	Registered voter within district.
Youngs River Lewis & Clark Water District	\$10	25	Registered voter within district.



# SPECIAL DISTRICTS BOARD QUALIFICATION MATRIX

Rev. 1/23

DISTRICT	FILING FEE	PETITION SIGNATURES	QUALIFICATION REQUIREMENTS
<b>SCHOOLS (ORS 332.018)</b>			
Astoria School District #1C	\$10	25	Registered voter of district and resident for one year immediately preceding the election or appointment. (Resident of zone if applicable.) May not be employed by school district.
<i>Clatskanie School District #6J</i>	<i>N/A</i>	<i>N/A</i>	<b>Filing Officer is Columbia County</b>
Jewell School District #8	\$10	25	Registered voter of district and resident for one year immediately preceding the election or appointment. (Resident of zone if applicable.) May not be employed by school district.
Knappa School District #4	\$10	25	Registered voter of district and resident for one year immediately preceding the election or appointment. (Resident of zone if applicable.) May not be employed by school district.
Seaside School District #10	\$10	25	Registered voter and resident of zone for one year immediately preceding the election or appointment. May not be employed by school district. (Zones 1 & 2 = Precincts 120 -124. Zones 3 & 4 = Precincts 110, 115, 116, 119, 121. Zones 5 & 6 = Precincts 117-120. Zone 7 = At Large)
Warrenton-Hammond School District #30	\$10	25	Registered voter of district and resident for one year immediately preceding the election or appointment. (Resident of zone if applicable.) May not be employed by school district.
<b>COMMUNITY COLLEGE (ORS 341.125)</b>			
Clatsop Community College	\$10	25	Registered voter of zone. (Zone 1 = Precincts 103, 105, 106, 107, 108,125. Zone 2 = Precincts 101-104, 109, 111, 114. Zone 3 = Precincts 110 -124.

**NOTICE OF ELECTION OF DISTRICT BOARD MEMBERS**  
**MAY 16, 2023 REGULAR ELECTION**

Notice is hereby given that on Tuesday, May 16, 2023, an election will be conducted for the purpose of electing board members to fill the following positions and terms, including any vacancies which may exist on the boards of the following districts:

**ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT**

Commissioner, Position 1 – 4 yr. term  
Commissioner, Position 3 – 2 yr. unexpired term  
Commissioner, Position 4 – 2 yr. unexpired term  
Commissioner, Position 5 – 4 yr. term

**ARCH CAPE SANITARY DISTRICT**

Director, Position 1 – 2 yr. unexpired term  
Director, Position 4 – 4 yr. term  
Director, Position 5 – 4 yr. term

**ASTORIA SCHOOL DISTRICT 1C**

Director, Position 2 – 4 yr. term  
Director, Position 3 – 4 yr. term

**CANNON BEACH RURAL FIRE PROTECTION DISTRICT**

Director, Position 1 – 4 yr. term  
Director, Position 2 – 4 yr. term  
Director, Position 5 – 4 yr. term

**CLATSOP CARE CENTER HEALTH DISTRICT**

Director, Position 4 – 4 yr. term  
Director, Position 5 – 4 yr. term  
Director, Position 6 – 4 yr. term  
Director, Position 7 – 4 yr. term

**CLATSOP COMMUNITY COLLEGE**

Director, Zone 1, Position 1 – 4 yr. term  
Director, Zone 2, Position 4 – 4 yr. term  
Director, Zone 3, Position 6 – 4 yr. term  
Director, Zone 3, Position 7 – 4 yr. term

**CLATSOP COUNTY RURAL LAW ENFORCEMENT**

Member, Zone 3 – 4 yr. term  
Member, Zone 4 – 4 yr. term  
Member, Zone 5 – 4 yr. term

**ELSIE-VINEMAPLE RURAL FIRE PROTECTION DISTRICT**

Director, Position 1 – 4 yr. term  
Director, Position 4 – 4 yr. term

**FALCON-COVE BEACH WATER DISTRICT**

Commissioner, Position 1 – 2 yr. unexpired term  
Commissioner, Position 2 – 4 yr. term  
Commissioner, Position 4 – 4 yr. term

**GEARHART RURAL FIRE PROTECTION DISTRICT**

Director, Position 1 – 4 yr. term  
Director, Position 2 – 4 yr. term  
Director, Position 3 – 2 yr. unexpired term  
Director, Position 4 – 2 yr. unexpired term

**HAMLET RURAL FIRE PROTECTION DISTRICT**

Director, Position 1 – 4 yr. term  
Director, Position 2 – 4 yr. term  
Director, Position 4 – 2 yr. unexpired term  
Director, Position 5 – 2 yr. unexpired term

**JEWELL SCHOOL DISTRICT 8**

Director, Position 1 – 4 yr. term

Director, Position 3 – 4 yr. term

Director, Position 5 – 4 yr. term

**JOHN DAY WATER DISTRICT**

Commissioner, Position 2 – 4 yr. term

Commissioner, Position 4 – 4 yr. term

Commissioner, Position 5 – 2 yr. unexpired term

**KNAPPA SCHOOL DISTRICT 4**

Director, Position 1 – 4 yr. term

Director, Position 2 – 4 yr. term

**KNAPPA-SVENSEN-BURNSIDE RURAL FIRE**

**PROTECTION DISTRICT**

Director, Position 1 – 4 yr. term

Director, Position 2 – 4 yr. term

Director, Position 5 – 4 yr. term

**LEWIS & CLARK RURAL FIRE PROTECTION DISTRICT**

Director, Position 3 – 4 yr. term

Director, Position 4 – 4 yr. term

Director, Position 5 – 4 yr. term

**MILES CROSSING SANITARY SEWER DISTRICT**

Director, Position 1 – 4 yr. term

Director, Position 2 – 4 yr. term

Director, Position 3 – 4 yr. term

**OLNEY-WALLUSKI FIRE & RESCUE DISTRICT**

Director, Position 1 – 4 yr. term

Director, Position 3 – 2 yr. unexpired term

Director, Position 4 – 4 yr. term

**PORT OF ASTORIA**

Commissioner, Position 3 – 4 yr. term

Commissioner, Position 4 – 4 yr. term

**SEASIDE RURAL FIRE PROTECTION DISTRICT**

Director, Position 4 – 4 yr. term

Director, Position 5 – 4 yr. term

**SEASIDE SCHOOL DISTRICT 10**

Director, Zone 1, Position 1 – 4 yr. term

Director, Zone 3, Position 1 – 2 yr. unexpired term

Director, Zone 4, Position 2 – 4 yr. term

Director, Zone 5, Position 1 – 4 yr. term

**SHORELINE SANITARY DISTRICT**

Director, Position 3 – 4 yr. term

**SUNDOWN SANITARY DISTRICT**

Director, Position 3 – 4 yr. term

**SUNSET EMPIRE PARK & RECREATION DISTRICT**

Director, Position 4 – 4 yr. term

Director, Position 5 – 4 yr. term

**SUNSET EMPIRE TRANSPORTATION DISTRICT**

Director, Position 1 – 4 yr. term

Director, Position 5 – 4 yr. term

Director, Position 6 – 4 yr. term

Director, Position 7 – 4 yr. term

**UNION HEALTH DISTRICT**

Director, Position 1 – 4 yr. term

Director, Position 2 – 4 yr. term

Director, Position 4 – 4 yr. term

Director, Position 5 – 2 yr. unexpired term



**WARRENTON-HAMMOND SCHOOL DISTRICT 30**

Director, Position 1 – 4 yr. term

Director, Position 2 – 4 yr. term

Director, Position 5 – 4 yr. term

**WARRENTON RURAL FIRE PROTECTION DISTRICT**

Director, Position 1 – 4 yr. term

Director, Position 2 – 2 yr. unexpired term

Director, Position 3 – 4 yr. term

Director, Position 4 – 4 yr. term

Director, Position 5 - 2 yr. unexpired term

**WAUNA WATER DISTRICT**

Commissioner, Position 1 – 4 yr. term

Commissioner, Position 3 – 4 yr. term

Commissioner, Position 5 – 4 yr. term

**WESTPORT-WAUNA RURAL FIRE PROTECTION DISTRICT**

Director, Position 2 – 4 yr. term

Director, Position 4 – 4 yr. term

Director, Position 5 – 2 yr. unexpired term

**WICKIUP WATER DISTRICT**

Commissioner, Position 1 – 4 yr. term

Commissioner, Position 2 – 4 yr. term

Commissioner, Position 3 – 2 yr. unexpired term

Commissioner, Position 4 – 2 yr. unexpired term

Commissioner, Position 5 – 2 yr. unexpired term

**WILLOWDALE WATER DISTRICT**

Commissioner, Position 1 – 4 yr. term

Commissioner, Position 2 – 4 yr. term

Commissioner, Position 4 – 4 yr. term

**YOUNGS RIVER LEWIS & CLARK WATER DISTRICT**

Commissioner, Position 1 – 4 yr. term

Commissioner, Position 3 – 2 yr. unexpired term

Commissioner, Position 4 – 4 yr. term

The following positions are filed with Columbia County Elections

**CLATSKANIE RURAL FIRE PROTECTION DISTRICT**

**CLATSKANIE SCHOOL DISTRICT 6J**

**MIST-BIRKENFELD RURAL FIRE PROTECTION DISTRICT**

The following positions are filed with Tillamook County Elections

**NEHALEM BAY FIRE & RESCUE**

Each candidate, for an office listed above, must file a declaration of candidacy or petition for nomination for office with the elections department of Clatsop County, Oregon no sooner than February 6, 2023 and not later than 5:00 p.m. March 16, 2023.

**TRACIE KREVANKO**

**COUNTY CLERK**

**CLATSOP COUNTY, OREGON**

**FILING DEADLINE FOR OPEN POSITIONS – 3/16/2023**

**Date: January 26, 2023**

**Publication Date: February 2, 2023**

**Published pursuant to ORS 255.075**

# Candidate's Statement for County Voters' Pamphlet Instructions

## Voters' Pamphlet Candidate Filing Fees:

1. **Special District/City/County at Special/Regular Election; Metro at Primary/General Election positions**
  - **\$25** – An office with no salary or other compensation beyond expenses is attached.
  - **\$100** – An office to which a salary or other compensation beyond expenses is attached.
2. **City/County at Primary/General Election positions** (please contact your County Elections office to determine registered voters in jurisdiction/district)
  - **\$25** - Districts with fewer than 1,000 voters within the county.
  - **\$50** - Districts with 1,000 – 9,999 voters within the county.
  - **\$100** - Districts with 10,000 – 49,999 voters within the county.

## General Instructions

1. A typewritten and signed 'VP-01 Candidate's Statement for County Voters' Pamphlet' along with the appropriate filing fee must be filed with the County Elections office no later than 5 pm on the filing deadline. Postmarks do not count. No candidate information will be listed in the County Voters' Pamphlet unless the fee and the VP-01 for County Voters' Pamphlet are filed. **Any filings received or are unsigned after 5 pm on the deadline will be rejected.** A county may choose independently to list a candidate's name in their Voters' Pamphlet.
2. Each county produces its' own individual County Voters' Pamphlet. If the Candidate's jurisdiction or district is located in more than one county a separate VP-01 must be filed and the fee paid to each county where the statement is to be printed.
3. **The combined count for 'Required' and 'Optional Information' must not exceed 325 words/numbers. If the statement exceeds 325 words/numbers it will be edited by the County Elections office.**
4. A candidate may submit an 'Amended Statement' or different portrait until 5 pm on the filing deadline. If a statement is amended a new completed VP-01 form must be submitted signed and the "Amended" box must be marked. This 'Amended Statement' and VP-01 can be faxed or a scanned copy e-mailed to the county elections office, but it must be received by 5 pm on the filing deadline. No additional fee is required.

## Candidate's Statement for County Voters' Pamphlet

1. Submit signed VP-01 with the 'Required Information' complete on the filing form or attach a standard 8 ½" x 11" white paper containing the 'Required' and/or 'Optional Information' to the signed form. 'Required' and 'Optional Information' is to be submitted typewritten.
2. **In addition to filing the signed original of the VP-01, it is recommended that the candidate e-mail the electronic text of the 'Required' and 'Optional Information' to the County Elections office. The electronic text must mirror the submitted print version exactly.** The print version verbage provided will be what is to be printed in the Voters' Pamphlet.
3. The candidate or authorized agent must sign the VP-01.
4. The statement must consist of words/numbers only; charts or graphics may not be used (other than bullet points).



5. The 'Candidate's Statement' must begin with the 'Required Information' which includes "Occupation", "Occupational Background", "Educational Background" and "Prior Governmental Experience" – these eight words must be a part of the statement, but these eight words do not count towards the maximum word count of 325. Provide itemized listing of information without embellishments.
  6. In the 'Required Information', use semicolons (;) to separate items such as jobs, organizations, dates, etc. 'Required Information' submitted in list format will be changed to a run-on format, using commas, semicolons and colons as appropriate. The word "None" (part of word count) may be used in any section of the 'Required Information' if the candidate does not have relevant information for that section.
  7. The combined total word count for 'Required' and 'Optional Information' **must not exceed 325 words/numbers. Please hand count your statement to ensure that your word count does not exceed the 325 maximum word/number count.**
  8. Generally, anything with a white space around it counts as a word. If the word is hyphenated and the word is listed in a dictionary as one word that can be used either with or without a hyphen, it will count as one word. All other hyphenated words will count as more than one word.
  9. In the 'Optional Information', standard formatting attributes, such as boldface, all caps, centering, underlining, bulleted and numbered lists may be used. These **formats are not permitted** in the 'Required Information'. Italics can only be used when citing the source of published material. Any other italic used will be changed to plain text. Bullets do not count towards the word count.
  10. The County Elections office will not correct errors in spelling, punctuation, grammar or syntax. No corrections to these errors will be allowed after the filing deadline. Please proof your submission before filing.
  11. If the material in the statement violates the provisions of ORS 251.415, the material in violation will be rejected. If possible, the County Elections office will notify the candidate of the rejection.
- 

### **VP-02 Endorsement Statement** - Authorization for use of name or organization as part of the VP-01.

1. If the name of a person and/or title or organization is used as part of the statement in the VP-01, a signed VP-02 form **must be filed no later than 5 pm on the filing deadline**. Please see the VP-02 form for more information.
  2. Any name (other than the candidate or committee) listed in the 'Candidate's Statement' without a submitted signed VP-02 form or one not filed by 5 pm on the filing deadline will be removed per ORS 251.405.
- 

### **Quotes from previously published sources**

1. Quotes from published sources may be used. The quotation must have been disseminated to the public prior to its inclusion and the source and publication date must be provided. If a quote, from a previously published source is used, no endorsement form is necessary. The quote, source and date will count towards the 325 maximum word count.



2. Quotes from websites can be used, but must include the date and website address as part of the statement. It is recommended that a printed copy from the website be maintained for your records from the date you are referencing in your 'Candidate Statement'.
  3. Italics should only be used when citing the source of a quote from a published source. Example of quotes: "*The Oregonian*, 06/21/2011" or from Mayor Smith's website, [www.mayor-smith.com](http://www.mayor-smith.com) 06/21/2011 or "In the latest edition of the *NW Times*, the paper said this about me '... that Joe Smith is the best person for the job.'" *NW Times*, 02/04/2014.
- 

## Portrait

1. A portrait photo is optional. It is recommended that one 5"x7" portrait be submitted. Alternately, a digital file portrait in a standard file format (.tif or .jpg) may be submitted, as an attachment to an e-mail sent to the County Elections office or on a disk. If a digital file is submitted, an identified printer copy of the same exact portrait that is submitted, must be provided by the deadline with the filing. The digital file must clearly reference the candidate name and should be a minimum of 300 dpi. If the portrait submitted is in a format different from those recommended above, the quality of reproduction may be affected or the portrait may be unusable. The portrait must be received by the filing deadline.
  2. The portrait **must be less than four years old**. If the portrait is older than four years old, it will not be used in the Voters' Pamphlet.
  3. The **portrait should only show the face, neck and shoulders of the candidate**; no hands, no hat, no sunglasses or anything below the shoulders. Please leave extra space around the portrait so that it can be cropped to the required size.
  4. The **background of the portrait must be plain** (non-textured, light gray background is recommended). Materials such as paneling, wallpaper, windows, textured walls, bookcases, flags and plants will be cropped or altered. In the portrait, a candidate may not wear clothing or jewelry which may be construed as showing membership in any organization (e.g., uniform, judicial robe, hat, lapel pin, etc). Portraits that do not meet these requirements will be cropped or altered and any additional expenses charged to the candidate.
  5. It is recommended that the candidate name be written on the back of the print. Do not use a pen that will bleed through to the portrait.
- 

## Contact Information

→ Clatsop County Clerk & Elections, 820 Exchange St Ste 220 Astoria OR 97103  
phone 503-325-8511 fax 503-325-9307 email: [clerk@co.clatsop.or.us](mailto:clerk@co.clatsop.or.us)

# Candidate's Statement for County Voters' Pamphlet

**Important! Read all instructions before completing this form.** Use this form when filing a 'VP-01 Candidate's Statement for County Voters' Pamphlet' with your County Elections office. Please note that each county produces a separate County Voters' Pamphlet. If the jurisdiction or district is located in more than one county a separate VP-01 form must be filed and the fee paid to each county where the statement is to be printed.

## FILING INFORMATION

Election:  Primary 20\_\_\_\_  General 20\_\_\_\_  Special/Regular\_\_\_\_  
 Original Statement  Amended Statement

Name of Candidate (as it should appear on ballot):

Filing for the Office of (complete what's applicable):

District: \_\_\_\_\_ Position: \_\_\_\_\_ Zone #: \_\_\_\_\_

"This Information Furnished by" (Required: name of Candidate and/or Committee as it should appear in Voters' Pamphlet):

## CONTACT INFORMATION

Phone: Cell: \_\_\_\_\_ Work: \_\_\_\_\_ Home: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Warning:** Any person who supplies information in the 'Required' portion of a Voters' Pamphlet statement, knowing it to be false, is subject upon conviction, of a Class C felony, to imprisonment for up to five years or to a fine of \$125,000, or both. ORS 260.715 (1); 260.993 (2); 161.605; and 161.625.

*Note: Language which violates any provision of ORS 251.415 will be excluded from the Voters' Pamphlet.*

By signing this document, I hereby state:

- That all information provided by me on this form and in this Statement is true to the best of my knowledge;
- I am the author of this Statement (ORS 251.415);
- I have read and understand the instructions for submitting this 'Candidate Statement'; and
- The portrait, if provided, is less than four (4) years old.

\_\_\_\_\_, 20\_\_\_\_  
Signature of Candidate or Agent on behalf of Candidate Date signed

(If applicable) Printed name of Agent

Phone number

<b>For Office Use only:</b>		
<input type="radio"/> County: _____	Optional Info? <input type="radio"/> Yes <input type="radio"/> No	Intake Staff Initials:
<input type="radio"/> Cash-receipt #: _____	Endorsements? <input type="radio"/> Yes # _____ <input type="radio"/> No	Word Count (325 max):
<input type="radio"/> Check #: _____	Portrait?	Providing digital copy? <input type="radio"/> Yes <input type="radio"/> No
Amount \$ _____	<input type="radio"/> Print? # _____	Received digital copy? <input type="radio"/> Yes <input type="radio"/> No
Required Info? <input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Email copy? <input type="radio"/> Yes <input type="radio"/> No	Review Staff Initials:
Signed? <input type="radio"/> Yes <input type="radio"/> No	Received? <input type="radio"/> Yes <input type="radio"/> No	
	<input type="radio"/> None	



**Candidate's Statement for Voters' Pamphlet  
'Required Information'**

(Candidate name )

**TOTAL maximum of 325 hand-counted typewritten words/numbers** for 'Required' and 'Optional Information', excluding bolded headings already printed on this form. All sections of the 'Required Information' must be completed. If there is not relevant information for a required section the word "None" should be inserted. If attaching a typewritten document with either the 'Required' and/or 'Optional Information' write "See Attached" in the appropriate section of this form.

**Occupation** (present paid or unpaid employment):

**Occupational Background** (any previous paid or unpaid employment):

**Educational Background** (relevant school(s) attended):

Name of School	Educational study - Major/minor	Diploma/Degree/Certificate
, ,	, ,	; ,
, ,	, ,	; ,
, ,	, ,	; ,
, ,	, ,	; ,

**Prior Governmental Experience** (elected or appointed):

**'Optional Information'**

Attach a separate sheet with your 'Optional Information'. Remember - both your 'Required' and 'Optional Information' count toward the 325 word limit.

**Candidate ( ) checklist** for 'VP-01 Candidate's Statement for County Voters' Pamphlet' information:

- |   |   |
|---|---|
| <input type="checkbox"/> Typewritten & signed VP-01     | <input type="checkbox"/> (Optional) 'Optional Information'                    |
| <b>'Required Information':</b>                          | <input type="checkbox"/> (Optional) Portrait                                  |
| <input type="checkbox"/> Occupation;                    | <input type="checkbox"/> (If applicable) VP-02 Endorsement Statement #: _____ |
| <input type="checkbox"/> Occupational Background;       | <input type="checkbox"/> Fee provided   |
| <input type="checkbox"/> Educational Background;        | <input type="checkbox"/> Word Count (325 words/numbers MAX)                   |
| <input type="checkbox"/> Prior Governmental Experience. |   |

# County Voters' Pamphlet - Statement of Endorsement

**Warning** - Submitting a false signature on this statement is a violation of ORS 251.405, subject to a penalty of up to \$1000.

**Filing Information** This Statement of Endorsement is only valid for the election indicated below.

Election:  Primary 20\_\_\_\_  General 20\_\_\_\_  Special/Regular\_\_\_\_\_

Statement of Endorsement for either:

**Candidate Statement:** \_\_\_\_\_  
Name of candidate filer

**Measure Argument #** \_\_\_\_\_ - \_\_\_\_\_ **with Name of Filer:** \_\_\_\_\_  
Measure # Name of filer who furnished measure argument

## Endorsement Information

**Important! Read all instructions before completing this form.** Select **only one** option for endorsement information.

Option 1: **Allows the filer** to determine the use of an endorser's name, applicable title, the name of the organization they are authorized to represent, if any, and other biographical information about the endorser to appear as the filer chooses, in a 'Candidate Statement' or 'Measure Argument'.

OR

Option 2: Requires the filer to **reproduce** the endorser's name, applicable title and/or the name of the organization the endorser represents, if any, and other information about the endorser **exactly as the endorser provides in the 'Required Reproduction' box** for it to appear in the filer's 'Candidate Statement' or 'Measure Argument'.

## CHOOSE ONLY ONE OPTION!

### **Option 1 Statement of Endorsement – determined by filer**

I, (print name) \_\_\_\_\_,  an individual (or)  an authorized representative  
for (print organization name) \_\_\_\_\_, as the endorser, give consent  
to the filer to use my name, applicable title, and/or the name of the organization I am authorized to represent,  
and other biographical information in the 'Candidate Statement' or 'Measure Argument' as determined and  
submitted by the filer listed above.

Option 1 Endorser Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\* OR \*\*\*\*\*

### **Option 2 Statement of Endorsement – reproduction as designated by endorser**

I, (print name) \_\_\_\_\_,  an individual (or)  an authorized representative  
for (print organization name) \_\_\_\_\_, as **the endorser, consent** to the use  
of my name, applicable title, the name of the organization, if any, and other biographical information  
or quotes provided by me, **exactly as it appears below in the 'Required Reproduction' box**, to be used  
in the filer's 'Candidate Statement' or 'Measure Argument' as submitted by me to the filer.

### 'Required Reproduction' box (Option 2)

Option 2 Endorser Signature: \_\_\_\_\_ Date: \_\_\_\_\_

For office use only! **MUST** check one used:  **Option 1**  **Option 2**



# County Voters' Pamphlet - Statement of Endorsement Instructions

## General Instructions

An original, faxed, e-mail attachment or copy of a 'VP-02 County Voters' Pamphlet – Statement of Endorsement' form should be filed with the 'VP-01 Candidate Statement' or 'VP-03 Measure Argument' it relates and must be filed no later than the 5 pm Voters' Pamphlet filing deadline. If the name of a person (the endorser) or organization (the endorser) or non-previously disseminated quote is used in a submitted VP-01 or VP-03 as supporting or endorsing the candidate or measure, **you must either:**

- 1. File a 'VP-02' form using 'Option 1 Statement of Endorsement – determined by the filer to provide endorsing person or organization information.**

Choosing 'Option 1' must be signed by a person, or by an authorized person on behalf of an organization, stating that the filer has consent and the discretion to use the signees name, and title if needed, and/or organization name as submitted on the VP-01 or VP-03.

OR

- 2. File a 'VP-02' form using 'Option 2 Statement of Endorsement – reproduction as designated by endorser' of information as provided to the filer by the endorser.**

Choosing 'Option 2' requires the endorser to provide the exact wording and information, in the 'Required Reproduction' box, that the filer must use, per verbatim, as their endorsement on either a VP-01 or VP-03. VP-02 must be signed by the endorser, or by an authorized person on behalf of an organization, providing consent to use their name and title, if used, or organizations' name and/or a non-previously disseminated quote as the endorser has provided to the filer in the VP-02 'Required Reproduction' box.

### Example 1 'Option 2' Endorsement -

- 'Candidate Statement' language: "Cooper City Council unanimously endorses this candidate for Sheriff."
- 'Required Reproduction' box should contain the following: "**Cooper City Council unanimously endorses this candidate for Sheriff. Cooper City Councilor ?name?**" (Note: All Councilors on this Council must each sign a separate VP-02 form with this information.)

### Example 2 'Option 2' Endorsement -

- 'Measure Argument' language: "Cooper County Sheriffs - Bill Smith, John Henry & Bob Cox".
- 'Required Reproduction' box containing something similar to the following: **Bill Smith, Cooper County Sheriff; John Henry – Cooper County Sheriff; Cooper County Sheriff, Bob Cox.** (Note: Each endorser must sign a separate VP-02 form. For this example there would be 3 forms.)

- 3. Using a previously disseminated to the public quote in a 'Candidate Statement' or 'Measure Argument'.** If a previously publically disseminated quote is used, **NO** VP-02 form is necessary. The quotation must have been disseminated to the public prior to inclusion in the VP-01 or VP-03 and the quotation must be identified in the VP-01 or VP-03 by its source and date of publication/dissemination.

### Examples 1 - for identifying the source of a quote are:

Author Name (if applicable), *Newspaper Name* or *Magazine Name* or *Book Title*, Date of Publication;  
 Author Name (if applicable), website (www.???.???.?), Date of posting.

### Example 2 - of quotes:

"In the latest edition of the *NW Times*, the editorial board in the paper said this about me  
 "... that Joe Smith is the best person for the job." *NW Times*, 11/24/2013."

## Contact Information

→ **Clatsop County Clerk & Elections**, 820 Exchange St Ste 220, Astoria OR 97103  
 phone: 503-325-8511                      fax: 503-325-9307                      e-mail: [clerk@co.clatsop.or.us](mailto:clerk@co.clatsop.or.us)

2023 Arch Cape Domestic Water Supply District Budget Committee Roster

Board	Community	Term
1. Nadia Gardner		
2. Linda Murray		
3. Chris Mastrandrea		
4. Debra Birkby		
5. Dan Seifer		
	1. Open	Term: 2022-2024
	2. Open	Term: 2023-2025
	3. Lauren Ahlgren	Term: 2022-2024
	4. Open	Term: 2023-2025
CHAIR	5. Buffy Simmons	Appointed 3/21 Term: 2021-2023

Proposed Schedule:

April 20, 2023 – 5:00 pm, prior to Board Meeting

May 4, 2023 – 5:00 pm, Zoom Meeting

May 18, 2-23 – 5:00 pm, prior to Board Meeting

2023 Arch Cape Sanitary District Budget Committee Roster

Board	Community	Term
1. Debra Birkby		
2. Darr Tindall		
3. Jay Blake		
4. Steve Hill		
5. Heather Newman		
	Open	Term: 2023-2025
	Open	Term: 2023-2025
	Lauren Ahlgren	Term: 2022-2024
	Dan	Term: 2022-2024
CHAIR	Buffy Simmons	Appointed 3/21 Term: 2021-2023

Hi Debra, Matt and all,

I had a meeting last week with Amy Singh from the Oregon Department of Forestry (ODF) and wanted to send a quick update.

Due to the high profile of this project, Amy and her team at ODF want another 2-3 weeks to provide written feedback on the plan. This will come from the "all lands" office of ODF. She has read the plan and sees no issue with Forest Legacy, but wants to take it through a higher round of review since, with approval, the State Forester will effectively be endorsing the plan.

I asked her for feedback and a meeting before the end of the month. This gives my team time to finalize the plan prior to the March board meeting, where it would be put before the board for adoption.

I had been waiting to hear back from ODF prior to soliciting bids for the project work, but will move forward with that. If for some reason the plan is not accepted, or the board does not adopt it, we would need to defer awarding of a contract.

Thanks,

-Ben

# ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT

## RESOLUTION 23-01

### A RESOLUTION IDENTIFYING AND DENOMINATING THE DRINKING WATER SOURCE AREA WATERSHEDS.

WHEREAS the Arch Cape Domestic Water Supply District (“District”) owns and manages certain real property known as the Arch Cape Forest, which includes major portions of the watersheds of Shark Creek and of Asbury Creek; and

WHEREAS such watershed portions comprise the District’s domestic drinking water source area, identified by the District’s Multi-Resource Management Plan as a High Value Conservation Area; and

WHEREAS the quality and quantity of the District’s domestic drinking water requires special management of such watershed portions; and

WHEREAS it is in the best interests of the District and its customers that such watershed portions of the Arch Cape Forest be clearly delineated, identified and marked for all management and operations purposes; and

WHEREAS, while serving as District Manager Phil Chick was instrumental in the District’s acquisition of the Arch Cape Forest.

NOW, THEREFORE, the District hereby designates those portions of its real property known as the Arch Cape Forest which contain any portions of the watersheds of Shark Creek and of Asbury Creek as “Phil Chick Watershed”, to be identified and marked on District records, documents and maps, and upon such real property.

Adopted this \_\_\_ day of February, 2023.

---

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Attest: \_\_\_\_\_



January 31, 2023

sent via email

Mr. Don Bohn  
Clatsop County Manager

Commissioners Mark Kujala, Courtney Bangs,  
Lianne Thompson, Pamela Wev and John Toyooka

Commissioners and Manager Bohn,

This email serves as a follow-up to a phone conversation I had with Don Bohn earlier in January with regard to the proposal under consideration made to the County by Chet Moritz of North Coast Housing Solutions. As I understand it the County is investigating offering surplus land held in Arch Cape for the development of workforce housing.

In October the Arch Cape Domestic Water Supply District notified county management of interest in some of the land parcels being considered surplus in Clatsop County. The proximity of these lots to our newly acquired watershed land in the Arch Cape Forest offers some benefit to the forestlands, but more importantly the need for potential ownership of block 2800 and/or block 1200 for the location and infrastructure for a water reservoir to serve this area of Arch Cape.

Below is information received this past week from the water district engineer related to this need:

The water system has less at 296 existing connections because it does not serve Cannon View. The water system is limited to a total of 430 connections at buildout.

**SOUTH RESERVOIR LOCATION:**

The proposed south reservoir needs to match the north reservoir overflow elevation of 215 feet to hydraulically balance the system. The concept is to only provide 100,000 gallons to equalize the system, which would be a tank approximately 26 foot diameter by 26 feet tall.

A reservoir with ground elevation at 190 foot elevation is needed. The first location that has adequate elevation appears to be located within tax lot 2800, which is in the second batch of lots referenced for the affordable housing project (Initially tax lots 2600 and 2700, then later possible 2800 and 1200). When tax lot 2800 is proposed for development, the District should secure a lot for the reservoir.

Although this reservoir exists in our long-range planning, we have, to date, had no reason to expand the system at this time or seek a source of funding for this type of project or feasibility study.

Thank you for considering our need for ownership of a portion of this county owned land for future development.

Debra Birkby  
President  
Arch Cape Domestic Water Supply District  
debrabirkbyacutil@gmail.com



# Forest Project Manager Board Update

Daniel Wear, Sustainable Northwest

## Forester Update

### Access Planning Committee Update:

See memo.

### North Coast Land Conservancy Conservation Plan Update - Contract Approval

See Attached Contract

### Arch Cape Forest Metrics

Attached Document

### Requests:

- Work to develop DWSP Grant Application with Management Committee
- Pro-Bono work with Scwabe, Williamson and Wyatt



# Arch Cape Forest Monthly Impact Metrics

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

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

Full Project Management Timeline available:

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

Beginning to think about what a winter newsletter looks like, and am utilizing monthly blog posts around topics pertaining to ACF.

## Meetings

1. The Forest Management Committee meetings:
  - a. February 21 next Management Committee Meeting
    - i. Meeting will include the current status of all funding to the Arch Cape Forest, and the introduction of a 5-year management budget.
    - ii. Minutes Approved and posted on [www.Archcapewater.org/meetings](http://www.Archcapewater.org/meetings)
2. Arch Cape Forest & Rainforest Reserve Advisory Team Meeting takes place on a monthly basis, on the second Wednesday of the month, 9:00 - 10:30 AM. These meetings are held remotely via Zoom.
  - a. Next meeting will take place on Wednesday, March 8 and will focus on the key aspects of the Multi-Resource Management Plan and adjacent management plans.
  - b. Following each meeting, the meeting's presentation materials, and Zoom recording are posted on the Arch Cape Water District website at [www.archcapewater.org/meetings](http://www.archcapewater.org/meetings).
  - c. There is an opportunity for public comment at the end of each meeting.
3. Town Hall Meetings
  - a. No Town Hall Meetings in the past month.

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

1. The Arch Cape Water District hosts an [Arch Cape Forest website](#).
  - a. Website posts upcoming events, updates around the site, and current management plans and information.
  - b. Website considered an educational hub, filled with resources for individuals curious about Arch Cape Forest.
  - c. Website received 157 visitors, 80 unique visitors.
  - d. Decrease in viewership likely due to the final submission of public comment for management plans.
  - e. Setting up monthly news posts as a summary of the work that is taking place in the Forest Management Committee.
2. The Arch Cape Forest [Facebook Page](#) receives the most engagement with the public.
  - a. A total of 309 people were reached via posts from the Facebook Page between January 9 and February 8.
  - b. 9 posts were made in the past month – driving engagement in meetings and sharing details regarding the recently approved Forest Management bids.
  - c. Typical engagement for an event posting reaches between 20 and 80 community members.
  - d. Highest Engagement came around the available position as Arch Cape Water District Manager.
3. Written newsletter - Slated to go out to a 300 person audience in the next month.
4. Email will proceed the newsletter publication.

**Advocacy:**

- Arch Cape Water District Board wrote letters of support for the HB2813, supporting funding for Water Supply Districts to access state funding resources. Both Representative Javadi & Senator Weber received this support.
- ACWD Board gave written testimony on the need for this funding and support mechanism.

**Individual Outreach**

The public is welcome to ask questions and provide input by calling or emailing Arch Cape Water District staff and board members. Contact information is at [www.archcapewater.org](http://www.archcapewater.org)

**TO: ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT**  
**FROM: ARCH CAPE FOREST PROJECT MANAGER / SUSTAINABLE NORTHWEST**  
**SUBJECT MEMO: 2023 Multi-Resource Management Plan Public Comment**  
**DATE: February 16, 2023**

### Discussion / Analysis

The Arch Cape Forest and Rainforest Reserve Access Planning Team maintains the goal of providing a Public Access plan that aligns the ~1,500 acre Arch Cape Forest, under Arch Cape Water District Management, with the 3,500 acre Rainforest Reserve, under North Coast Land Conservancy (NCLC) Management. Coordinated by two staff with the National Parks - Rivers, Trails, and Conservation Assistance Program (NPS-RTCA) and initially composed of the seven member Arch Cape Forest Advisory committee, two members of the NCLC Board, and one member of Cannon View Park, the team discussed aspects of current landowner access policies within the Arch Cape Forest and the neighboring Rainforest Reserve Properties. Additional expertise was provided by staff of Lewis and Clark Timber (Nuveen Natural Capital), North Coast Land Conservancy staff, Arch Cape Water District Staff, and Sustainable Northwest. Prior to the February 8, 2023 meeting, multiple members representing the Arch Cape Forest Advisory Committee (now defunct) chose to resign from their position on the Arch Cape Forest and Rainforest Reserve Access Planning Committee. Currently, three members of the Arch Cape Forest Advisory Committee are still participating in the Arch Cape Forest and Rainforest Reserve Access Planning Committee. Additionally, Lewis and Clark Timberlands, the neighboring landowner, has stepped away from their role as an advisor to the Planning Team and are providing input on an as requested basis.

### Current Committee Process

Based on the timeline presented by the facilitating staff from the NPS-RTCA, the estimated delivery of a Final Access Plan is September of 2023. This timeline enables the opportunity for community engagement, coordinated through the expertise of the NPS team, and multiple opportunities for drafting and public comment. This timeline will also allow for the potential combination of town halls and public surveys, garnering engagement for the communities impacted by access decisions made regarding the Arch Cape Forest and Rainforest Reserve.

The full, NPS-RTCA led Access Planning Process will be supported through December of 2023 to ensure all landowners will be able to effectively engage and implement the access plan once approved.

### Alternative

Feedback has been received regarding access to the Arch Cape Forest. This feedback was collected during the Multi-Resource Management Planning public comment period. The public comment request made during this period was based on aspects of the Multi-Resource Management Plan as it relates to forest health and management. Based on the material received in the public comment period, Arch Cape Forest Access decisions could be made without continued participation in the Arch Cape Forest and Rainforest Reserve Access Planning Team.

Producing an access document independent of the support of the NPS-RTCA led planning team would reduce the quality and thoroughness of access planning materials produced for the Arch Cape Forest. Additionally this decision would increase the likelihood of mismatched management priorities between the Arch Cape Forest and the Rainforest Reserve, managed by North Coast Land Conservancy.

Recommendation

It is the recommendation of Sustainable Northwest that the Arch Cape Domestic Water Supply District continue with participation on the Arch Cape Forest and Rainforest Reserve Planning in the form of the three remaining members of the Arch Cape Forest Advisory committee. This will allow for the delivery of a collaborative and professionally developed public access plan for the Arch Cape Forest with minimal additional expenses.

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

Daniel Wear, Forest Program Manager Sustainable Northwest.



# Forest Project Manager Board Update

Daniel Wear, Sustainable Northwest

## Forester Update

### Access Planning Committee Update:

See memo.

### North Coast Land Conservancy Conservation Plan Update - Contract Approval

See Attached Contract

### Arch Cape Forest Metrics

Attached Document

### Requests:

- Work to develop DWSP Grant Application with Management Committee
- Pro-Bono work with Scwabe, Williamson and Wyatt

# PROFESSIONAL SERVICES AGREEMENT

This Agreement (“Agreement”) is made by and between ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT (“ACDWSD”) and NORTH COAST LAND CONSERVANCY, an Oregon public benefit 501(c)(3) nonprofit corporation (“Contractor”).

## CONTRACT # 01192023

**PARTIES:** NORTH COAST LAND CONSERVANCY  
2609 N. Roosevelt Dr. Suite 201  
P.O. Box 67  
Seaside, OR 97138  
(503) 738-9126

ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT  
32065 E Shingle Mill Lane  
Arch Cape, OR 97102  
503-436-2790

## AGREEMENT

### 1. CONTRACT AREA.

1.1 Contractor will perform the Services (as defined below) on the real property identified as Arch Cape Forest in Exhibit A to this Agreement (“Contract Area”). ACDWSD reserves the right to add or delete area from the Contract Area in its absolute discretion.

### 2. SERVICES.

2.1 Contractor will perform the services described in Exhibit B to this Agreement (the “Services”). Contractor’s performance of the Services will confirm in all respects with the specifications set forth in Exhibit B. Contractor will perform the Services in a diligent and workmanlike manner, including compliance with all applicable laws and regulations.

### 3. TERM.

3.1 Contractor shall begin work on or after **January 17, 2023** and, unless otherwise agreed in writing by ACDWSD, must fully complete the Services by no later than **April 30, 2023** (the “Term”).

### 4. COMPENSATION.

4.1 As full compensation for performance of the terms, covenants and



provisions of this Agreement (including but not limited to the furnishing of all equipment, supplies and labor necessary in connection with the Services), ACDWSD will pay Contractor in accordance with the rates set forth in Exhibit C.

## **5. INSPECTION OF PREMISES AND WORK.**

5.1 ACDWSD will have the right from time to time to inspect Contractor's work to determine whether Contractor is performing the Services in a timely fashion and in accordance with the specifications set forth on Exhibit B. ACDWSD will be the sole judge of Contractor's compliance with the referenced specifications.

## **6. LABOR, EQUIPMENT, MATERIALS AND PERMITS.**

6.1 Contractor at its sole cost and expense, will provide and pay for all labor, fuel, equipment materials and supplies necessary to perform the Services. Contractor will obtain and pay for all permits required for the Services and will comply with all laws and regulations governing the Services, including (without limitation) all Environmental Law (defined below). Immediately upon the execution of this Agreement, Contractor will provide ACDWSD with evidence of compliance with all federal and state licensing requirements applicable to Contractor in connection with the Services.

## **7. SERVICES WARRANTY.**

7.1 Contractor warrants and represents to ACDWSD that the Project will (i) reflect Contractor's best professional judgment and actions, based on the information available to Contractor at the time Project services are performed, (ii) be performed by qualified personnel in a workmanlike and professional manner, (iii) be performed in accordance with the highest workmanlike standards practiced in Contractor's industry and (iv) be subject to the terms and conditions set forth in this Agreement.

7.2 Contractor will promptly correct any non-conforming or defective services associated with Project at no additional cost to ACDWSD. Contractor will remove all excess material, tools and debris brought on to the Contract Area in a clean and orderly condition satisfactory to ACDWSD at the expiration or earlier termination of this Agreement.

7.3 In the event Contractor hires migrant and seasonal workers, Contractor will provide ACDWSD with a copy of Contractor's certificate of registration issued by the United States Department of Labor showing that Contractor is authorized to perform the type of work being contracted. If Contractor claims to be exempt from the requirements of the Migrant and Seasonal Agricultural Worker's Protection Act, a letter to that effect must be given to ACDWSD prior to commencing the Services.

7.4 Contractor warrants that with respect to terms and conditions of employment, including but not limited to hiring, promotions, wages, hours, and fringe benefits, Contractor will not discriminate against any person on the basis of race, physical or mental handicap, creed, religion, sex, or national origin.

## **8. FIRE PREVENTION.**

8.1 Contractor will exercise the highest degree of care to prevent and suppress fire, and will notify ACDWSD immediately of any fire on, or that may come upon or threaten any real property owned by ACDWSD (“Premises”). Contractor will comply with all relevant federal, state and local laws and regulations and reasonable requirements of ACDWSD with respect to fire prevention and control, including but not limited to provision of an adequate fire-fighting tool for each of Contractor’s employees. Contractor will suspend operations when, in the absolute discretion of ACDWSD or federal or state forestry officials, operations pose an extreme threat of fire on the Premises.

**9. INGRESS AND EGRESS.**

9.1 During the term, Contractor will have a non-exclusive right of ingress and egress to and over those portions of the Premises necessary to perform the Services. Contractor acknowledges that ACDWSD is involved in timberland operations, and that travel on roads necessary to perform the Services may be hazardous.

**10. TEMPORARY SUSPENSION OF OPERATIONS.**

10.1 ACDWSD may, in its sole and absolute discretion, and at any time for any reason, temporarily curtail or suspend Contractor’s operations under this Agreement, whether or not Contractor is in breach hereof. ACDWSD will not be liable for any expense, loss or damage that may be sustained by Contractor on account of any temporary suspension or curtailment of Contractor’s operations. In the event of temporary suspension or curtailment, the time for the performance of this Agreement will be extended the number of days actually lost to such temporary suspension or curtailment.

**11. INDEMNIFICATION.**

11.1 Contractor agrees to repair any damage to the Contract Area, any other real property owned by ACDWSD, and any personal property located on any such real property caused by or related to the acts or omissions of Contractor, or the acts or omissions of their employees, agents, subcontractors, contractors, representatives, consultants or invitees.

11.2 Contractor agrees to protect, save, indemnify, defend and hold harmless ACDWSD and its authorized agent, officers, directors, employees, owners, successors and assigns, and their respective representatives, affiliates, agents, successors and assigns, from and against any and all claims, demands, fines, damages, losses, obligations, liabilities, costs and expenses caused by or arising in part or in whole from the activities of the Contractor on the Contract Area or any other ACDWSD Property, including activities of their employees, agents, subcontractors, contractors, representatives, consultants or invitees. This indemnity shall be deemed for all intents and purposes to cover any claims, demands, fines, damages, losses, obligations, liabilities, costs and expenses caused by any violation of applicable laws whatsoever by Contractor, including (without limitation) all

Environmental Law. This indemnity shall additionally survive any expiration or early termination of this Agreement.

## **12. ENVIRONMENTAL LAWS.**

12.1 The following words and phrases will have the meanings set forth below:

(a) “Environmental Claim” means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices or noncompliance or violation, investigations or proceedings arising under any Environmental Law or arising under any permit issued under any Environmental Law, including without limitation (i) any and all claims made by governmental authorities for enforcement, cleanup, attorneys’ fees, response costs, removal, remedial or corrective actions, damages, fines or penalties pursuant to any applicable Environmental Law, including claims resulting in any judicial or administrative order, consent decree or judgment; and (ii) any and all claims by any third Party seeking damages, attorneys’ fees, contribution, indemnification, cost recovery, compensation or injunctive relief under any Environmental Law or for any alleged injury or threat of injury to the Environment, safety or health.

(b) “Environmental Law” means any applicable statute, law, rule, regulation, ordinance or code relating to the protection of the Environment, sensitive, threatened and endangered species, public safety or health, forest practices or the regulation of hazardous materials. Such term will also include any new Environmental Laws or amendments to pre-existing Environmental Laws, becoming effective after the commencement of this Agreement.

(c) “Environment” mean the surface water (including streams, creeks, drainages, lakes and wetlands), and groundwater, soil, sediments, or air.

12.2 Contractor’s Obligations to Provide Notice. If Contractor violates any Environmental Law, an Environmental Claim arises against Contractor, ACDWSD, the Contract Area or Premises that results from Contractor’s activities in connection with the Services, or any other event occurs during Contractor’s performance of the Project that results in or threatens to result in damage to persons, property, fish, wildlife, or the Environment, Contractor will notify ACDWSD by telephone and facsimile within twenty four (24) hours and in writing within two (2) days after Contractor first receives notice of such event and will provide ACDWSD with a written statement of the relevant facts related to such event.

12.3 Contractor’s Agreement to Comply with Environmental Laws. Contractor will comply with all applicable Environmental Laws. Without the prior written consent of ACDWSD, Contractor will not bring any hazardous materials onto the ACDWSD Property or generate hazardous waste on the ACDWSD Property.

12.4 Storage, Use, Handling and Disposal of Hazardous Wastes. In the event

Contractor has occasion or need to dispose of hazardous or toxic substances or wastes, unless otherwise agreed in writing, Contractor will retain an independent hazardous waste disposal firm to dispose of any and all such substances at an off-site facility which has been properly approved, licensed and authorized to accept such substances. Contractor will ensure that the disposal firm is properly licensed and in good standing with the applicable regulatory authorities for such work, and that it has all required transporter identification numbers.

12.5 Spill Prevention and Preparedness. At all times during the use of heavy machinery and/or equipment on the Contract Area, Contractor will make every effort to prevent leaks and spills of oil, petroleum products and other hazardous materials through proper handling and storage of these materials, and the routine maintenance, service and repair of such machinery or equipment. In addition, Contractor shall ensure that appropriate containers, tools and materials, or spill kits, are available on-site to contain and clean up any such spills or leaks.

12.6 Spill or Release of Hazardous Materials. In the event of a spill or release of oil, other petroleum products or any other hazardous materials by Contractor on the Contract Area or any other ACDWSD Property, Contractor will (a) immediately notify ACDWSD of such spill or release and (b) promptly comply with all federal, state and local spill notification and response requirements, including, but not limited to, all federal, and local state health and safety requirements. The Contractor will at a minimum: (1) prevent further spilling or release; (2) take appropriate corrective actions to mitigate the spill; and (3) notify ACDWSD as required herein. Contractor's obligation with respect to any such spill or release is not limited to those described in this Section 12.6. Pursuant to Section 11 above, Contractor will pay all costs, expenses, penalties, and damages associated with any cleanup, restoration, or mitigation related to such spill or release.

### **13. LAWS AND REGULATIONS.**

13.1 Contractor will provide the Services in compliance with all requirements of the Fair Labor Standards Act of 1938, as amended, and will so state such compliance on each invoice covering the Services.

13.2 Contractor will comply with all applicable laws rules and regulations of federal, states and local governments and agencies thereof, including but not limited to Executive Order 11246 (Equal Employment Opportunity), Executive Order 11458 (Minority Business Enterprise), Public Law 93-112, § 503 (Rehabilitation Act of 1973, Public Law 93-508 § 402 (the Vietnam Era Veterans Readjustment Act of 1974) and Public Law 95-507, § 211 (Contract Opportunities for Certain Small Business Concerns), and all rules.

13.3 Contractor will comply with the applicable federal standards prescribed by the Occupational Safety and Health Act of 1970.

13.4 All chemical substances and products containing chemical substances will



comply with the applicable federal standards prescribed by the Toxic Substances Control Act and regulations promulgated thereunder, and regulations passed pursuant thereto which are incorporated into this Agreement by this reference, unless this Agreement is exempt pursuant to said Executive Orders or Acts and regulations issued thereunder.

#### **14. LIENS AND ENCUMBRANCES.**

14.1 Contractor will pay as due all charges that could result in or create liens or encumbrances or claims arising out of or connected with the Services. If such liens, encumbrances or claims are or in ACDWSD's reasonable belief may be asserted against ACDWSD's land, timber, or logs, ACDWSD may withhold the estimated amount thereof from any sums due Contractor or pay such sums to the Court and deduct the amount from any payments due Contractor, or may require Contractor to furnish a bond sufficient to satisfy said lien or encumbrance.

14.2 Contractor will pay all costs, expenses and attorney fees incurred by ACDWSD as a result of any claim, lien or encumbrance made, suffered or done by Contractor.

14.3 Contractor waives and releases any and all liens, claims of liens and rights to lien that Contractor might obtain under the lien statutes of the State against (i) logs, timbers and wood products on, or harvested from, the Premises; (ii) the Premises; and (iii) any roads or improvements thereon on account of any or all of the following: this Agreement or the agreed price or the reasonable value of all labor, materials, transportation, services or equipment furnished or rented, in the performance of this Agreement. Contractor must obtain an identical lien waiver from all of its subcontractors.

14.4 Contractor's waiver and release of any and all liens, claims of lien and rights to lien is a material inducement for ACDWSD to enter this Agreement, and Contractor would not enter this Agreement in the absence of such waiver and release.

14.5 Contractor expressly represents and warrants that it is solvent and able to pay all of its obligations in the regular course of its business, including those that are contingent or not matures. The insolvency of Contractor will be a material breach of this Agreement giving ACDWSD the right to immediately terminate this Agreement and other agreements between ACDWSD and Contractor and exercise all rights and remedies in the event of breach and termination of this Agreement.

#### **15. RELATIONSHIP OF PARTIES.**

15.1 Contractor is an independent contractor of ACDWSD. Under no circumstances will Contractor be deemed to be an employee of ACDWSD.

15.2 Neither the execution, delivery, nor performance of this Agreement will be construed to constitute either Party as an agent or representative of the other Party

for any purpose. Neither the execution, delivery, nor performance of this Agreement will be deemed to establish a joint venture or partnership between the Parties. Neither Party has the authority to (i) bind the other Party by or to any contract, representation, understanding, act or deed, (ii) represent to any third party that either Party is an agent of the other Party, or (iii) represent to any third party that either Party is responsible for the acts or omissions of the other Party.

**16. INSURANCE.**

16.1 Before commencing any activities under this Agreement, Contractor will, at its own expense, secure a policy or policies of insurance, and during the term of this Agreement, maintain such insurance in a form satisfactory to ACDWSD and insured with companies maintaining an A.M. Best’s rating of A-VII or better, insuring against liabilities growing out of Contractor’s operations, and the operations of its employees, agents, subcontractors, or other persons acting for or on behalf of the Contractor, including, but not limited to the following:

Automobiles	
Bodily Injury	\$1,000,000 Each Occurrence
Property Damage	\$1,000,000 Each Occurrence

Commercial General Liability	
Bodily Injury	\$1,000,000 Each Occurrence \$1,000,000 Aggregate
Property Damage	\$1,000,000 Each Occurrence \$1,000,000 Aggregate
Or	
Combined Single Limits	\$1,000,000 Each Occurrence \$1,000,000 Aggregate

Other	
Logger’s Broad Form (Form B – “Non-Negligent”)	\$1,000,000 Each Occurrence \$1,000,000 Aggregate

16.2 Commercial general liability insurance will include, but not be limited to coverage for: ongoing operations; independent contractors; blanket contractual liability (including liability assumed under the indemnification paragraph of this Agreement); explosion; collapse; and underground damage if blasting or excavation work is to be done; and automobile liability insurance covering owned, hired and non-owned vehicles (auto coverage is to include “broadened auto pollution coverage” – ISO Form CA 99 48). Property damage coverage will include the Logger’s Broad Form Property Damage Form B – Non-Negligent Endorsement insuring Contractor’s timber care, custody and control legal liability. All policies referenced in this Section 17 will by endorsement name and as additional insureds with respect to the

performance of this Agreement. The Aggregate limits will be specific to this Agreement. In lieu of per project aggregate, contractor may secure Umbrella Liability within minimum limits of \$1,000,000 Each Occurrence and \$1,000,000 in the Aggregate. The coverages will be primary, exclusive and any coverage carried by ACDWSD, and will be exhausted first notwithstanding that ACDWSD may have other valid and collectible insurance covering the same risk. Nothing herein contained will limit the Contractor's liability to ACDWSD to the scope or the amount of the insurance coverage obtained.

16.3 Contractor will also carry state or private industrial accident insurance covering Contractor and all its employees that must fully comply with State and Federal Employment and Workers' Compensation laws.

16.4 Contractor will carry Employer's liability insurance covering Contractors and all of its employees having limits of \$500,000.

16.5 Should Contractor select not to include the owner(s), partners and/or executive officers of such operation in that coverage, in consideration for ACDWSD accepting such coverage, Contractor further represents and warrants that (a) Contractor is an independent company and each owner, partner and/or executive officer of said company is not an employee(s) of ACDWSD, and has not right to claim any benefits, including workers compensation benefits, under any ACDWSD plan, policy, or coverage; and (b) Contractor acknowledges that (s)he may purchase a Worker's Compensation plan, insurance or otherwise, insurance any of the owners, partners and/or executive officers but has elected NOT to do so as allowed by law and assume all risks as a result of this decision.

16.6 Prior to commencing the Services, Contractor will deliver to ACDWSD certificates from Contractor's insurance carrier evidencing the coverages outlined in this Section 17. Such certificates must provide on their face that the issuing insurer shall provide written notice to ACDWSD of the termination of any policies represented. Certificates must be mailed to ACDWSD at the address listed in Section 30.

## **17. COMPLIANCE WITH LAWS.**

17.1 Contractor and its subcontractors will comply with all state, federal and local laws, rules and regulations applicable to the operations contemplated by this Agreement, including (without limitation) Environmental Law and all policies of the ACDWSD pertaining to environmental protection and pollution, workers' compensation, OSHA, and the ACDWSD's safety policies, or any additional ACDWSD safety policies which may be distributed from time to time. Contractor will provide its ACDWSD safety policies which may be distributed from time to time. Contractor will provide its employees will all training required by OSHA and any applicable state of local government agencies. Contractor and all subcontractors operating in the Contract Area shall provide their employees with personal protective equipment necessary for them to perform their services hereunder in a safe and

efficient manner. Contractor will immediately remedy any unsafe working condition within the Contract Area observed by ACDWSD, Contractor or subcontractors and will require all employees and subcontractors to stop work in an unsafe area until such condition ceases to exist. Contractor will notify ACDWSD if any unsafe working condition may cause a significant delay to the Project. Contractor will ensure that its subcontractors understand and specifically agree to comply with this Section 18 (and all other sections of this Agreement which apply to them). Contractor will inform the ACDWSD by telephone immediately if there is an injury or death to one of Contractor's employees (or employees of any subcontractor) or damage to property that occurs under the performance of this Agreement. Contractor also agrees to inform the ACDWSD about the relevant facts underlying an injury to person or property that occurs under the performance of this Agreement, within twenty-four (24) hours' after the occurrence. Contractor's disclosure to ACDWSD via a phone call does not relieve Contractors of any required legal notifications to federal state or local authorities. The notification to ACDWSD referenced herein is merely for ACDWSD's benefit only and ACDWSD is not responsible for legal notification to federal, state or local authorities.

## **18. TERMINATION WITHOUT CAUSE.**

18.1 ACDWSD may terminate this Agreement at any time upon twenty-four (24) hours' notice to Contractor. ACDWSD's only liability for termination without cause will be payment to Contractor for work accomplished prior to the termination date, less any previous payments made or amount of claims of ACDWSD against Contractor.

## **19. DEFAULT BY CONTRACTOR.**

19.1 If Contractor fails, refuses, or neglects to perform any of its obligations under this Agreement, or otherwise breaches or defaults in performance of this Agreement, the ACDWSD may give Contractor notice of such default, and if such default is not cured by Contractor within forty-eight (48) hours' of the date of such notice, or if such default is not reasonably subject to a full cure within such forty-eight (48) hours', if Contractor does not commence to cure within said forty-eight (48) hours' and does not diligently pursue such to completion, regarding damages suffered, ACDWSD may elect to pursue any one or more of the following remedies, which remedies are cumulative and not exclusive immediately terminate this Contract;

(a) Deduct and retain from any amounts due Contractor, the amount of all losses and damages suffered "heretofore or in the future" to disclaim any intention that suffered referred only to damages already incurred by ACDWSD as a result of Contractor's default;

(b) Pay to any third party, including and governmental entities, from amounts due Contractor, any amount owing to said third party by Contractor, which arose out of or resulted from Contractor's performance of the Services; and



(c) Pursue any and all other remedies available in law or equity for Contractor's breach of this Agreement.

19.2 The remedies provided in this Section 20 are cumulative and in addition to any other remedies to which ACDWSD is entitled in the case of a breach or threatened breach of this Agreement, whether provided in law or in equity.

19.3 Upon and during any default by Contractor in the performance of its obligations under this Agreement or any other agreement between Contractor and ACDWSD and notwithstanding any time allowed for Contractor to cure such default, ACDWSD may (a) withhold payment of any sums that may be due and payable to Contractor; and (b) require Contractor to immediately cease operations on the Contract Area.

## **20. DEFAULT BY ACDWSD.**

20.1 If ACDWSD fails, refuses, or neglects to perform any of its obligations under this Agreement, or otherwise breaches or defaults in performance of this Agreement, Contractor may give ACDWSD notice of such default, and if such default is not cured by ACDWSD within ten (10) days of the date of such notice or if such default is not reasonably curable within ten (10) days, Contractor may elect to terminate this Agreement, remove its employees and equipment from the Contract Area, and pursue such other remedies as are available in law or equity for ACDWSD's breach of this Agreement.

20.2 In the event of a breach of this Agreement by ACDWSD, Contractor's exclusive remedy will be limited to actual and direct damages resulting directly from ACDWSD's breach. ACDWSD will not be liable for any indirect, incidental, punitive, consequential, or speculative damages, whether in contract or tort.

## **21. REMOVAL OF EQUIPMENT.**

21.1 Upon the expiration of the Term or the earlier termination of this Agreement, including but not limited to termination resulting from breach or default by either Party, Contractor will remove its personnel and equipment, including structure or building from the Contract Area. The removal will be accomplished at Contractor's expense within ten (10) days after the expiration of the Term or the earlier termination of this Agreement.

## **22. WAIVER.**

22.1 No waiver will be binding on a Party unless it is in writing and signed by the Party making the waiver. A Party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

## **23. SUCCESSORS AND ASSIGNS.**

23.1 This Agreement will be binding on the Parties and their respective heirs,

personal representatives, successors, and permitted assigns, and will inure to their benefit. Contractor may not assign or delegate any of Contractor's rights or obligations under this Agreement to any person without the prior written consent of ACDWSD, which ACDWSD may withhold in ACDWSD's absolute and sole discretion. An assignment includes but is not limited to a transfer or encumbrance – or series of related transfers or encumbrances – of 50% or more of the shares or other ownership interests of a Party, regardless of whether the transfer or encumbrance occurs voluntarily or involuntarily, by operation of law, or because of any act or occurrence. If ACDWSD consents to the assignment or delegation of all or any part of Contractor's obligations under this Agreement, Contractor will remain liable for performance by the permitted assignees or delegates according to the terms and conditions of this Agreement.

#### **24. TIME OF THE ESSENCE.**

24.1 Time is of the essence with respect to all dates and time periods in this Agreement. If Contractor, in ACDWSD's reasonable opinion, fails to make sufficient progress in performance of the work to allow Contractor to timely complete its obligations under this Agreement, or should Contractor, by its actions or inaction or statements indicate or threaten, or place itself in a condition such that it will not be able to complete all of its obligations under this Agreement in a timely manner, then ACDWSD may immediately terminate this Agreement.

#### **25. FORCE MAJEURE.**

25.1 ACDWSD and Contractor will be free from any liability to one another for delays in delivery or failure to perform due to the failure, fault, or bankruptcy of a third party, acts of God, acts of default of any carrier, acts of any governmental authority, suspension of any shipping facility, wars, riots, revolutions, acts of terrorism, strikes and other labor disputes, port congestion, fires, floods, perils of the sea, sabotage, nuclear incidents, earthquakes, storms, epidemics, or any other contingency of any similar nature beyond the control of either party. The foregoing will apply any of such causes exist as of the date of this Agreement or occur after performance is delayed for other causes.

#### **26. VENUE, EXPERT AND ATTORNEY FEES.**

26.1 In the event any arbitration, action, suit or legal proceeding is instituted by either Party to this Agreement, venue will be set in Clatsop County, Oregon; the Prevailing Party will be entitled to recover from the losing party both reasonable attorney fees and reasonable expert witness fees as determined by the court or arbitration panel, both at trial and on appeal or review and in bankruptcy, whether or not the matter in dispute involves an issue peculiar to federal bankruptcy law. Attorney fees and expert witness fees will be in addition to other costs and disbursements allowed by law. "**Prevailing Party**" will be determined by the arbitrator, or any court, as the true Prevailing Party (not statutorily Prevailing Party)

after taking into consideration any settlement offers made by the Parties and the number and importance of issues to be determined.

26.2 If ACDWSD becomes involved in litigation (as a plaintiff, defendant, or cross-claimant or cross-defendant) by reason of any debt incurred by Contractor, any alleged personal or bodily injury or property damage related to Contractor or Contractor's conduct related to this Agreement, or any matter for which Contractor has an indemnity obligation hereunder, then Contractor agrees to fully defend ACDWSD, using lawyers chosen by ACDWSD in its sole and absolute discretion, upon ACDWSD tendering its legal defense to Contractor. Should Contractor refuse the tender of defense, then Contractor will be liable to ACDWSD for all its costs and fees incurred in connection with such litigation.

## **27. CHOICE OF LAW.**

27.1 This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle of any jurisdiction. Contractor and ACDWSD represent that they are legally organized entities authorized to enter into this Agreement and that their representative executing this Agreement is duly authorized to bind the entity to the terms of this Agreement without further approvals.

## **28. SURVIVAL OF COVENANTS.**

28.1 The covenants and obligations of Contractor will continue until such time as all work of Contractor, including equipment removal, has been completed and will survive to cover any expense, liability or claim of liability arising out of the acts, omission or performance of this Agreement by Contractor. The terms Contractor and ACDWSD will and do include and extend to the heirs, representatives, successors and assigns of the Parties hereto.

## **29. NOTICE.**

29.1 Any notice or other communication required or permitted by this Agreement, must be in writing and must be delivered to the Parties at the addresses set forth below, or any other address that a Party may designate by written notice to the other Parties. Notices are considered delivered upon actual receipt if delivered personally or by an overnight delivery service or by certified or registered mail, with postage prepaid, and such service will be accomplished at the end of the third business day after the date of deposit of said notice in the United States mail:

**To Contractor:**  
**North Coast Land Conservancy**  
**PO Box 67**  
**Seaside, OR 97138**  
**503-738-9126**

**To ACDWSD:  
Arch Cape Domestic Water Supply District  
32065 E Shingle Mill Lane  
Arch Cape, OR 97102  
503-436-2790**

**30. SEVERABILITY.**

30.1 If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired. If subsequent to the date of this Agreement valid state or federal laws or regulations governing the relationship between the ACDWSD and Contractor take effect, this Agreement will be considered to incorporate such laws or regulations so long as they will be effective, and any provision of this Agreement in conflict therewith will during such period be void.

**31. CONSTRUCTION OF AGREEMENT.**

31.1 Section headings in this Agreement are for convenience only, and will not be considered a part of this Agreement or used in its interpretation. If one or more of the provisions hereof are rules invalid, it will not impair the enforceability of the remainder of this Agreement.

**32. SIGNATURES.**

32.1 This Agreement may be signed in counterparts. A fax or .pdf electronic 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-transmitted or .pdf electronically-transmitted signature page by delivering an original signature page to the requesting Party.

**33. AMENDMENT.**

33.1 This Agreement may be amended only by a written document signed by both Parties.

**34. FURTHER ASSURANCES.**

34.1 The Parties will sign other documents and take other actions reasonable necessary to further effect and evidence this Agreement.

**35. TERMINATION.**



35.1 The termination of this Agreement, regardless of how it occurs, will not relieve a Party of obligations that have accrued before the termination.

### **36. ATTACHMENTS.**

36.1 Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.

### **37. MISCELLANEOUS.**

37.1 Contractor must be registered in SAM.gov. The Contractor shall register in the System for Award Management (SAM), which is the primary registrant database for the U.S. Federal Government and shall update the information at least annually after the initial registration and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register in the SAM can be obtained at Sam.gov.

37.2 Whistleblower Contractor receiving ARPA funds shall under or through this contract post notice of the rights and remedies provided to whistleblowers under No Fear Act Pub. L. 107-174. 29 CFR § 1614.703 (d).

37.3 Inspections: Information Contractor shall permit, and cause its subcontractors to allow the State of Oregon, the federal government and any party designated by them to: Inspect and make copies of any accounts, books, and records, including, without limitation, its records regarding receipts, disbursement, contracts, and any other matters relating to the Project, and to its financial standing, and shall supply such reports and information as reasonably requested. Interview any officer or employee of the Contractor, or its subcontractors, regarding the Project.

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

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

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

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

37.8 Preference to United States made goods. As appropriate and to the extent consistent with law, the contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

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

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and

polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**[Signature Page to Follow]**

**38. FINAL AGREEMENT.**

38.1 This Agreement contains the entire understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the Parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Professional Services Agreement as of the day and year first above written.

**Contractor:**

**ACDWSD:**

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

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

Name:

Name:

Title:

Title:

Reviewed by: \_\_\_\_\_

Attachments:

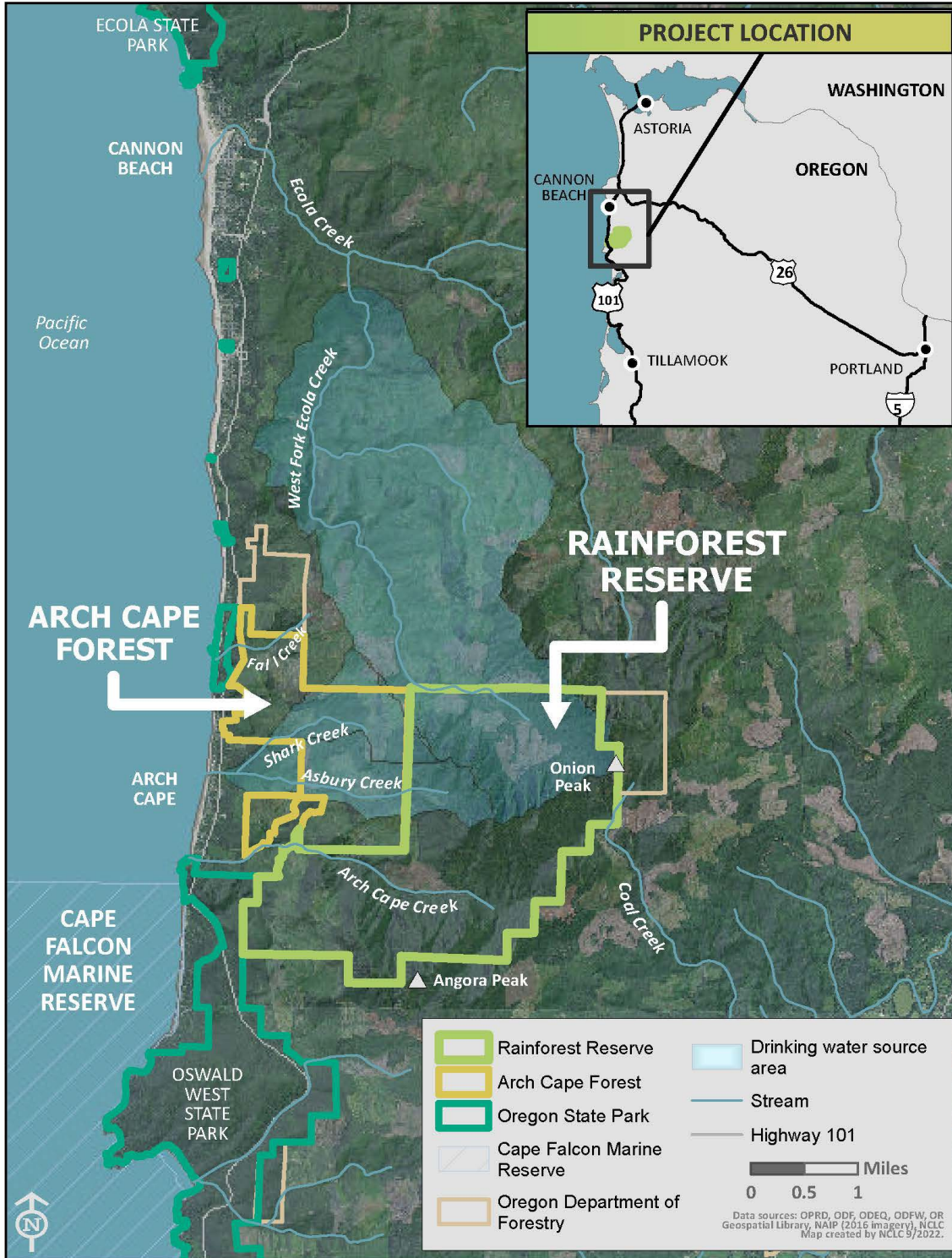
Exhibit A – Contract Area

Exhibit B – Services

Exhibit C – Compensation



## EXHIBIT A Contract Area (Arch Cape Forest)



**EXHIBIT B**  
**Services**

*Conservation Plan for Arch Cape Forest*

Contractor will prepare a conservation plan for the Arch Cape Forest, the scope of which follows:

- 3-5 page plan summarizing invasive species occurrences, wildlife habitat, sensitive species habitat, and management recommendations
- 3-5 supplemental maps showing invasive species distribution along current road network, sensitive plant habitat, and fish habitat using ODFW data.
- Plan will require one all day site visit by 2 Contractor staff and consultation with a wildlife biologist

**EXHIBIT C**  
**Compensation**

Arch Cape Domestic Water Supply District (“ACDWS”) will pay NCLC (“Contractor”) **SIXTY-FIVE DOLLARS** (\$65.00) per hour to prepare the above-described conservation plan for the Arch Cape Forest. Contractor estimates that it will take approximately 90 hours or **FIVE THOUSAND EIGHT HUNDRED AND FIFTY DOLLARS** (\$5,850.00) to complete the plan. **Total payment will not exceed FIVE THOUSAND EIGHT HUNDRED AND FIFTY DOLLARS (\$5,850.00).**

## Interim Manager Report February 2023

### WATER DISTRICT

Continuity of operations continues without interruption. Clean and safe water continues to be distributed to the Districts residents and guests.

I have partnered with Cannon Beach Water Department. Darryl Walker, Shawn Cole and myself have created quite the efficient team to date and have managed to successfully install approximately 125 new Kamstrup water meters in the past 3 weeks. A huge thank you to them and Teri Fladstol and her team for continuing to help us implement this new system in its entirety.

I have ordered quotes from Cannon Beach Electric and Grundfos Pump for replacement cost and installation cost for a new well pump at the Asbury intake. This pump has been out of service for the past five plus years now. We have been operating on one pump throughout the summers and should this one pump have failed, we would have had an actual threat to the ability to adequately supply water and fire protection services to the districts residents and guests. Ill provide the quotes when I receive them. This work needs to be completed prior to the 2023 Asbury water supply season.

### SANITARY DISTRICT

Continuity of operations continues without interruption of services and meets our permit compliance requirements.

Membrane Bioreactor 2 (WW treatment basin) has continued to fail in its ability to treat wastewater as designed. I called in the manufactures of the membranes and treatment system out of Seattle for an onsite visit and detailed troubleshooting inspection. They arrived on Monday February 6<sup>th</sup>, 2023. Upon inspection it has been partially determined that inadequate maintenance has led to the fouling of approximately 25-30 percent of the membranes within the basin. In addition, cracked permeate pipes are suspected to be the cause of mass air entry and entrainment within the system and no further diagnostics can be performed until I repair these pipes.

Curt McLeod and Mike McEwan will be onsite to game plan this repair with me on Tuesday February 14<sup>th</sup>. More details to come.

A complete draining and manual cleaning will also need to be performed in the near future. More details to come on that as well.

Previously noted was that all maintenance of major equipment in the control room was completed is inaccurate.

The oil for the two permeate pump timing gear boxes only arrived last week and I have yet to be able to pick that up from the supplier. I'll need to perform oil changes on these pumps. In addition, the new equalization blower that broke down is still sitting in a crate in the control room waiting for install. I have requested from the manufacturer to schedule a technician (which we have to have for the proper installation) to come onsite and help me install the new unit.