



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

Thursday, November 21, 2024 at 5:00 pm

Meeting to be held in person at the Arch Cape Fire Hall and via Zoom

<https://us02web.zoom.us/j/87369759588?pwd=RFFDRjZdFgrZFZOaFlxNlZxSndwQT09>

- | | |
|---|-------|
| I. Call to Order | |
| II. Public Comments | Casey |
| III. Agenda Approval (Action – Motion to Approve) | Casey |
| IV. Approve October 17 Meeting Minutes (Action – Motion to Approve) | Casey |
| V. F&A Reporting | |
| a. October Budget vs. Actual Report | Teri |
| b. October Payment of Accounts | Teri |
| c. Treasurer’s Report | Darr |
| VI. Request Waiver of Connection Charge (Action) | Casey |
| VII. Resolution #24-1101 SD Amending Water Leak Policy (Action) | Casey |
| RECESS: Convene meeting of the Contract Review Board | |
| Resolution #24-1102 Adopting Findings of Fact and Authorizing a Sole-Source Procurement for Computerized Electronic Components for Sewer Plant (Action) | |
| Close the Contract Review Board and Reconvene Sanitary Board Meeting | |
| Resolution #24-1103 Amending the 2024-25 Budget | |
| VIII. Discussion of November 5 Local Option Levy Measure and Next Steps Toward Hiring Interim District Administrator (see Memo) | Casey |
| IX. Reports | |
| a. Staff Report | Matt |
| b. Project Updates | Matt |
| c. Board Members’ Comments | All |
| X. Upcoming Meetings | |
| a. December Agenda Items | Casey |
| XI. Public Comments | |
| XII. Adjourn | |

**ARCH CAPE SANITARY DISTRICT
BOARD OF COMMISONERS MEETING
Thursday, October 17, 2024; 5:00 pm**

Pursuant to notice posted, the regular monthly Board Meeting for the Arch Cape Sanitary District was held in person at The Fire Hall, Arch Cape and via Zoom.

In attendance: Sanitary District: Casey Short, Chair, Steve Hill, Darr Tindall, Thomas Mattia, Mark Engberg (joined via Zoom at 5:02). Staff: Matt Gardner, Teri Fladstol, Admin. Public: Katharine Cooper, Peter & Judy Cooper via Zoom.

Call to Order: 5:00 pm by Casey Short, Public Comments: None

Agenda Approval: Motion by Darr Tindall to approve the Agenda as presented, Second by Tom Mattia, motion carried.

September Meeting Minutes: Motion by Darr Tindall to accept the minutes as presented, Second by Tom Mattia, motion carried.

Financial and Administrative Reporting: Casey explained the new format from Quickbooks Online EOY 23/24 beginning balances be added to the financial report to match with the audit. Darr Tindall gave treasurer's report, accounts are reconciled.

Billing Appeals (Cooper/Geis/Shaver): Katharine Cooper presented the situation which they are still investigating but appears to be involving the drip line in the landscaping system. Motion by Tom Mattia to waive the excess usage charges for the Cooper appeal. Second by Darr Tindall, Motion Carried.

Geis appeal by email, landscaping of new grass. Motion by Darr Tindall to waive the excess usage charges for the Geis appeal. Second by Tom Mattia. Motion Carried.

Shaver appeal by email/letter, someone turned on their outside shower (they are located right next to the beach access) and she has worked with staff and a plumber to determine cause. She has installed a shut off to the outside hose bib so that it can be turned off internally when she is not onsite. Staff asked to confirm that there is not a drain in the outside shower that would move the water into the system. Motion by Darr Tindall to waive the excess usage charges for the Shaver appeal. Second by Tom Mattia. Motion Carried. [Updated motion to have staff verify drain and if not entering the system, notify Ms. Shaver it has been waived. If the drain enters the system, then it will need to come back to the Board in November].

Discussion of Leak Policy being presented to the new policy that Water is considering at their Board meeting tonight. Action by Casey to amend for timing to match the number of days, etc. so that users are on the same cycle between Districts.

Resolution 24-1001SD to Appoint Matthew Gardner as Registered Agent. Motion by Dar Tindall to accept Resolution 24-1001SD, Second by Mark Engberg, motion carried.

Staff Report & Project Updates by Matt Gardner, District Manager – Webb Avenue Project is on time and on budget; the generator has arrived and is now in the building. Facilities rehab projects are on schedule and our Engineer has done a walkthrough; we have grants that we are researching and if we are able to get those grants, those will affect the raising (or not) of rates in the future.

Board Members Comments and Reports: Steve Hill wanted to let Matt know how much the Board appreciates his hard work.

November agenda items: Appeals of Excess Usage Charges (Shaver/Lynch), SDC's – questions regarding whether payments which may have been made previously in the 70's-90's [David English history] and if that should apply to today's rates; what is our current timeframe on SDC's and how long it applies to the build process, who is the owner of the lot and has it been sold in the process (does it transfer to a new owner or stay with the original contract), Webb update, Audit Update, Water Leak Policy.

Public Comments: None

Meeting adjourned by Chair at 5:53 pm.

Respectfully submitted,

Teri Fladstol, Secretary

Teri Fladstol, Secretary

Attest:

Casey Short, Chair

AC Sanitary District
Budget vs. Actuals: FY 2024-25 Budget Overivew - FY25 P&L Classes
 July 2024 - June 2025

	Quarter 1		Oct 2024		Total		
	Budget	Actual	%	Actual	%	Actual	%
01-4000 RESOURCES - GENERAL FUND							
01-4002 Undesignated Balance - General	\$ 209,677				\$ 209,677	100.0%	
01-4003 Operating Reserve	\$ 75,123				\$ 75,123	100.0%	
03-4002 USDA Loan Required Reserve	\$ 6,923				\$ 6,923	100.0%	
Total 01-4000 RESOURCES - GENERAL FUND	\$ 291,723	\$ -		\$ -	\$ 291,723	100.0%	
01-4100 REVENUE							
01-4200 Sanitary User Fees							
01-4201 Base Rate Meter Sales	\$ 374,126	\$ 83,197	22.2%	\$ 22,020	5.9%	\$ 105,217	28.1%
01-4202 Overage/Excess Usage	\$ 37,413	\$ 6,172	16.5%	\$ 8,012	21.4%	\$ 14,184	37.9%
01-4203 Debt Service	\$ 38,555	\$ 8,471	22.0%	\$ 1,659	4.3%	\$ 10,130	26.3%
01-4300 Interest Income - General Fund	\$ 2,000	\$ 5,363	268.2%		0.0%	\$ 5,363	268.2%
01-4400 WD Facilities Use Charge	\$ 3,750		0.0%		0.0%	\$ -	0.0%
01-4700 Misc. Income - General Fund			0.0%	\$ 8,000	0.0%	\$ 8,000	0.0%
Total 01-4100 REVENUE	\$ 455,844	\$103,203	22.6%	\$ 39,691	8.7%	\$ 142,893	31.3%
01-6000 REQUIREMENTS - GENERAL FUND							
01-6100 Materials & Services							
01-5999 Inter-Govern Agreement (IGA)	\$ 195,937	\$ 54,328	27.7%	\$ 9,259	4.7%	\$ 63,587	32.5%
01-6120 Liability & Property Insurance	\$ 18,500	\$ -	0.0%		0.0%	\$ -	0.0%
01-6121 Licenses	\$ 3,600	\$ -	0.0%	\$ 368	10.2%	\$ 368	10.2%
01-6122 Dues & Taxes	\$ 3,000	\$ 4,036	134.5%	\$ 766	25.5%	\$ 4,801	160.0%
01-6123 Professional Services	\$ 5,000	\$ 373	7.5%		0.0%	\$ 373	7.5%
01-6124 Emergency Sanitation	\$ 500	\$ -	0.0%		0.0%	\$ -	0.0%
01-6125 Auditing Service	\$ 10,000	\$ 14,000	140.0%		0.0%	\$ 14,000	140.0%
01-6126 Legal Services	\$ 5,000	\$ 1,416	28.3%		0.0%	\$ 1,416	28.3%
01-6127 Notices	\$ 700	\$ -	0.0%		0.0%	\$ -	0.0%
01-6128 Utilities	\$ 49,500	\$ 13,584	27.4%	\$ 3,821	7.7%	\$ 17,406	35.2%
01-6200 Maintenance	\$ 150,000	\$ 8,240	5.5%	\$ 10,902	7.3%	\$ 19,142	12.8%
01-6201 Chemicals	\$ 2,000	\$ 688	34.4%	\$ 771	38.6%	\$ 1,459	72.9%
01-6202 Inflow & Infiltration	\$ 7,000	\$ -	0.0%		0.0%	\$ -	0.0%
Total 01-6100 Materials & Services	\$ 600,737	\$ 96,665	16.1%	\$ 25,878	4.3%	\$ 122,553	20.4%
01-7500 Debt Service - General Fund					\$ -		
01-7510 OECD Facility Loan - Principle	\$ 16,900	\$ -	0.0%		0.0%	\$ -	0.0%
01-7511 OECD Facility Loan - Interest	\$ 2,419	\$ -	0.0%		0.0%	\$ -	0.0%
01-7520 IFA Loan/Grant - Imprinciple	\$ 13,499	\$ -	0.0%		0.0%	\$ -	0.0%
01-7521 IFA Loan/Grant - Interest	\$ 5,884	\$ -	0.0%		0.0%	\$ -	0.0%
Total 01-6000 REQUIREMENTS - GENERAL FUND	\$ 639,439	\$ 96,650	15.1%	\$ 25,878	4.0%	\$ 122,528	19.2%
01-8000 Contingency & Unapp Bal - General Fund							
01-8001 Contingency - General Fund	\$ 100,000	\$ -	0.0%		0.0%	\$ 100,000	100%
01-8100 USDA Loan Required Reserve	\$ 6,923	\$ -	0.0%		0.0%	\$ 6,923	100%

Total 01-8000 Contingency & Unapp Bal - General Fund	\$ 258,128	\$ -	0.0%	\$ -	0.0%	\$ 258,128	100%
Total Requirements General Fund	\$ 897,567	\$ 96,650	10.8%	\$ 25,878	2.9%	\$ 122,528	13.7%

	Quarter 1			Oct 2024		Total	
	Budget	Actual	%	Actual	%	Actual	%
02-4000 RESOURCES - CAPITAL FUND							
02-4001 Beginning Bal - Capital Fund	\$ 200,382	\$ -	0.0%		0.0%	\$ 200,382	100.0%
Total 02-4000 RESOURCES - CAPITAL FUND	\$ 200,382	\$ -	0.0%	\$ -	0.0%	\$ 200,382	100.0%
02-4100 REVENUE - Capital Fund							
02-4200 SDC Revenue	\$ 20,092	\$ -	0.0%		0.0%	\$ -	0.0%
02-4800 Grant Revenue - Capital Fund	\$ 297,000	\$ -	0.0%		0.0%	\$ -	0.0%
Total 02-4100 REVENUE - Capital Fund	\$ 317,092	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
02-6000 REQUIREMENTS - CAPITAL FUND							
02-7000 Capital Outlay - Capital Fund							
02-7100 Webb Lift Station	\$ 347,000	\$ 33,831	9.7%	\$163,288	47.1%	\$ 197,118	56.8%
Total 02-7000 Capital Outlay - Capital Fund	\$ 347,000	\$ 33,831	9.7%	\$163,288	47.1%	\$ 197,118	56.8%
Total 02-6000 REQUIREMENTS - CAPITAL FUND	\$ 347,000	\$ 33,831	9.7%	\$163,288	47.1%	\$ 197,118	56.8%
02-8000 Contingency & Unapp Bal - Capital Fund							
02-8001 Contingency - Capital Fund	\$ 150,000	\$ -	0.0%		0.0%	\$ -	0.0%
02-8500 Unappropriated Bal - Capital	\$ 20,474	\$ -	0.0%		0.0%	\$ -	0.0%
Total 02-8000 Contingency & Unapp Bal - Capital Fund	\$ 170,474	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Total Requirements Capital Fund	\$ 517,474	\$ 33,831	6.5%	\$163,288	31.6%	\$ 197,118	38.1%

	Quarter 1			Oct 2024		Total	
	Budget	Actual	%	Actual	%	Actual	%
03-4000 RESOURCES - GO BOND DEBT FUND							
03-4001 Beginning Bal - Go Bond Debt Fund	\$ 11,207				0.0%	\$ 11,207	100.0%
03-4700 Miscellaneous Income - SD Go Bo							
03-4750 LGIP - Additions - SD Go Bond		\$ -	0.0%			\$ -	
Total 03-4700 Miscellaneous Income - SD Go Bo	\$ -	\$ -		\$ -	0.0%	\$ -	
Total 03-4000 RESOURCES - GO BOND DEBT FUND	\$ 11,207	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
03-4100 REVENUE - GO BOND DEBT FUND							
03-4200 Bond Proceeds	\$ 144,600	\$ 7,989	0.0%	\$ 665	0.5%	\$ 8,654	6.0%
Total 03-4100 REVENUE - GO BOND DEBT FUND	\$ 144,600	\$ 7,989	0.0%	\$ 665	0.5%	\$ 8,654	6.0%
Total Resources	\$ 155,807	\$ 7,989	5.1%	\$ 665	0.4%	\$ 8,654	5.6%
03-6000 REQUIREMENT - GO BOND DEBT FUND							
03-7500 Debt Service - SD Go Bond Debt							
03-7510 USDA Plant Upgrade - Principle	\$ 77,058	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
03-7511 USDA Plant Upgrade - Interest	\$ 67,542	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Total 03-7500 Debt Service - SD Go Bond Debt	\$ 144,600	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Total 03-6000 REQUIREMENT - GO BOND DEBT FUND	\$ 144,600	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
03-8000 Contingency & Unapp Bal - GO BOND Debt Fund							
03-8500 Unappropriated Balance GO	\$ 11,207	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Total 03-8000 Contingency & Unapp Bal - GO BOND Debt Fund	\$ 11,207	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Total Requirements GO BOND	\$ 155,807	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%

AC Sanitary District
Check Detail
October 2024

Date	Type	Num	Name	Amount
00-1000 #1218 Main Checking				
10/01/2024	Expense		gWorks	(368.46)
10/03/2024	Check	9247	Eds Septic	(3,150.00)
10/03/2024	Check	9248	Oregon Government Ethics Commission	(75.66)
10/03/2024	Check	9249	Pacific Power	(3,500.49)
10/03/2024	Check	9251	DSL Builders, LLC	(33,060.00)
10/09/2024	Check	9252	Curran McLeod	(2,222.50)
10/09/2024	Check	9253	Mission Communications, LLC	(626.00)
10/09/2024	Expense		Barrel Guy	(169.60)
10/10/2024	Check	9254	Recology Western Oregon	(60.85)
10/10/2024	Check	9255	Tevis Dooley Woodwork	(936.86)
10/10/2024	Check	9256	City of Cannon Beach	(601.56)
10/10/2024	Check	9257	Peterson - CAT	(3,323.00)
10/10/2024	Check	9258	Aerzen USA Corp.	(393.27)
10/10/2024	Check	9259	Bob McEwan Construction	(351.84)
10/10/2024	Check	9260	DSL Builders, LLC	(96,805.00)
10/11/2024	Check	9261	Arch Cape Water District	(382.00)
10/17/2024	Check	9262	Clatsop County Assessor	(64.26)
10/17/2024	Check	9263	City of Seaside	(2,550.00)
10/19/2024	Expense		Amazon.com	(14.99)
10/21/2024	Expense		Microsoft	(8.25)
10/23/2024	Check	9266	Peterson - CAT	(31,200.00)
10/23/2024	Expense		1st Security Bank	(35.00)
10/23/2024	Expense		Google Domains	(1.99)
10/24/2024	Expense		Safeway	(17.88)
10/26/2024	Expense		QuickBooks Payments	(99.00)
10/30/2024	Expense		Spectrum Business	(259.96)
10/31/2024	Check	9267	Arch Cape Water District	(9,259.02)
10/31/2024	Expense		1st Security Bank	(10.00)
10/31/2024	Expense		1st Security Bank	(10.00)

DATE: November 14, 2024
TO: Arch Cape Sanitary District Board
FROM: Casey Short, Board President
SUBJ: Request to Waive Sewer Connection Fees

We were contacted last month by a realtor requesting the district to waive connection charges for four tax lots on Shingle Mill Lane because the connection fees were paid a long time ago by the owners, the Beck family. I've done some research into this matter, and have determined that the Becks most likely did pay connection charges for all four lots. The charges totaled \$3,666 in principal and \$2,730 in interest. These payments appear to have been made between 1976-1987 based on the payment schedules submitted to the district as part of this request. However, the documentation that was submitted has handwritten notes describing what the payments were for, but there is nothing there other than those notes to document that. In addition, the only relevant record I've found in the district's files is a card from the Arch Cape Service District dated November 10, 1975 saying that Viola H. Beck had paid \$15 for a service connection permit for a property described as 410-30 CA – 3000.

If we grant that the money paid by 1987 was indeed for the sewer, we still don't know what that was supposed to cover. Our current connection charge is \$200, but we also assess a Systems Development Charge (SDC) of \$10,046. The amount paid before is considerably more than our connection charge, but considerably less than the SDC. It is clear, though, that the money paid back then was not an SDC: SDCs were not authorized in state statute until 1989, and the Sanitary District only adopted an ordinance providing for the district to charge SDCs in 1998. Trying to clarify all this is further muddled by the fact that the Arch Cape Sanitary District didn't exist until 1993; at the time in question, sanitary/wastewater services in Arch Cape were provided by the Arch Cape Service District, an arm of Clatsop County administered by the County Board of Commissioners.

Given the lack of clarity around all this due to the passage of time and lack of records, I am willing to give the owners the benefit of the doubt that money was paid for connection charges. Accordingly, it is my recommendation that the ACSD Board waive the \$200 connection charge but that we do assess the SDC.

Beck Connection Fee Waiver Research

From: **Eileen Eakins** <eileen@lgl-advisors.com>

Date: Mon, Nov 11, 2024 at 1:57 PM

Subject: RE: District has no record of SDCs from your client.

To: Casey Short <cshortacutil@gmail.com>

Hi, Casey:

After reviewing the District's general ordinance, SDC ordinance, and the applicable statutes (ORS 223.297-223.316), here's my opinion: The owners were originally assessed a connection fee in 1976 and made the final installment payment in 1987. I think we can assume their records are accurate, particularly since the District doesn't have any records that say otherwise.

Presumably, the original connection fee was assessed pursuant to whatever District ordinance applied at the time, and presumably the owner complied with that ordinance. The connection fee allowed them to connect to the sewer system. While agreements with water providers are treated as contracts between customers and the District, sewer connections apply to the property itself and remain valid despite the property changing hands, as long as the current landowner pays the bill.

System development charges as we know them today didn't exist at the time. The Oregon statutes permitting the assessment SDCs were enacted in 1989. The District's general ordinance SDC ordinance were both originally adopted in 1998.

Thus, both of the applicable laws (state and local) became effective after the original connection fees were assessed, and laws can't be applied retroactively. So, the current SDC ordinance can't be applied to the tax lots or to any improvements to the lots prior to 1998, despite the fact that, if they were developed today, payment of SDCs would be required.

With that said, the SDC ordinance DOES apply to any improvements that were made to the property after the adoption of the ordinance (i.e., after 1998) that increased the demand on the sewer system. For example, if the connection fees were assessed on bare land in 1976, but buildings weren't constructed on the property until after 1998, SDCs could have been assessed as provided in the ordinance because the new construction increased the demand on the system. Or, if the original improvements were made prior to the effective date of the ordinance but were expanded or redeveloped after 1998 such that they increased the demand on the system (such as if new kitchens or bathrooms were added that generated more wastewater than before), SDCs could be assessed on the improvements. (See section 3G of the SDC ordinance.)

I'm not aware of any specific statute of limitations on a government's ability to assess a system development charge. Section 6.A of the SDC ordinance says SDCs are due and payable at the time a building or development permit is issued, and the District manager is responsible for collecting the charges. Whether enough time has passed that a judge would find the District waived its right to collect them is debatable. One year could probably be defended. Ten years or more, probably not. In the absence of a specific statute of limitations in the law, ORS 12.140 imposes a general limitation of ten years.

1. Total Assessment (cash price)	\$ 1396.47
2. Less cash down payment	\$ 0.00
3. Amount financed (1-2)	\$ 1396.47
4. Total finance charge if paid in 40 equal semi-annual payments	\$ 1002.02
5. Total of payments	\$ 2398.49

Annual Percentage Rate Computed on the Unpaid balance

7%

The amount of each payment that will become due semi-annually is listed below. The actual amount you must pay may vary for any one of the following reasons:

1. Delinquent payments accrue interest at the rate of 7% per annum;
2. Balloon payments of principal will reduce the amount of interest added to subsequent payments.

Installment	PRINCIPAL	INTEREST	TOTAL	Installment	PRINCIPAL	INTEREST	TOTAL
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12/21- Pa 6/5/76-1	34.91	48.88	83.79	6/86 21	34.91	24.44	59.35
82 1/18/76 2	34.91	47.65	82.56	12/86 22	34.91	23.22	58.13
4/5/77 3	34.91	46.43	81.34	6/87 23	34.91	22.00	56.91
pa 12/14/77 4	34.91	45.21	80.12	24	34.91	20.77	55.68
5906-6/11/78 5	34.91	43.99	78.90	25	34.91	19.55	54.46
pa 12/15/78 6	34.91	42.77	77.68	26	34.91	18.33	53.24
7 Pa 6-21-79	34.91	41.55	76.46	27	34.91	17.11	52.02
8 } 6-6-80	34.91	40.32	75.23	28 } 150.47	34.91	15.89	50.80
9 } 6-6-80	34.91	39.10	74.01	29	34.91	14.66	49.57
10-3-1-81	34.91	37.88	72.79	30	34.91	13.44	48.35
June 81 11 6-11-81	34.91	36.66	71.57	31	34.91	12.22	47.13
Dec 81-12	34.91	35.44	70.35	32	34.91	11.00	45.91
June 82-13	34.91	34.21	69.12	33	34.91	9.78	44.69
Dec 82-14	34.91	32.99	67.90	34	34.91	8.56	43.47
June 83-15 -pa-6-15-83	34.91	31.77	66.68	35	34.91	7.33	42.24
Dec 83-16	34.91	30.55	65.46	36	34.91	6.11	41.02
June 84-17	34.91	29.33	64.24	37	34.91	4.89	39.80
Dec 84-18	34.91	28.11	63.02	38	34.91	3.67	38.58
June 85-19	34.91	26.88	61.79	39	34.91	2.45	37.36
Dec 85-20	34.91	25.66	60.57	40	34.98	1.22	36.20

-3000
apr 2470

TOTAL	1396.47	1002.02	2398.49
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SEWER PAYMENT SCHEDULE
LINE ARCH CAPE

LDAN
LEO VIOLA BECK

START 1976
PAID OFF 1987

1. Total Assessment (cash price)	\$ 1110.00
2. Less cash down payment	\$ 0.00
3. Amount financed (1-2)	\$ 1110.00
4. Total finance charge if paid in 40 equal semi-annual payments	\$ 796.45
5. Total of payments	\$ 1906.45

Annual Percentage Rate Computed on the Unpaid balance

7%

The amount of each payment that will become due semi-annually is listed below. The actual amount you must pay may vary for any one of the following reasons:

1. Delinquent payments accrue interest at the rate of 7% per annum;
2. Balloon payments of principal will reduce the amount of interest added to subsequent payments.

Installment	PRINCIPAL	INTEREST	TOTAL	Installment	PRINCIPAL	INTEREST	TOTAL
02 6/10/76 1	27.75 ✓	38.85 ✓	66.60 ✓	6/86 21	27.75	19.43	47.18
11/18/76 2	27.75 ✓	37.88 ✓	65.63 ✓	12/86 22	27.75	18.45	46.20
6/15/77-3	27.75	36.91 ✓	64.66	6/87 23	27.75	17.48	<u>45.23</u>
02 12/14/77 4	27.75 ✓	35.94 ✓	63.69	24	27.75	16.51	44.26
6-6/14/78 5	27.75 ✓	34.97 ✓	62.72 ✓	25	27.75	15.54	43.29
12/15/78 6	27.75 ✓	33.99 ✓	61.74 ✓	26	27.75	14.57	42.32
7 Dec 21 79	27.75	33.02	60.77	27	27.75	13.60	41.35
8 6/16/80	27.75	32.05	59.80	28	27.75	12.63	40.38
9 12/16/80	27.75	31.08	58.83	29	27.75	11.66	39.41
10 6/13-1-81	27.75	30.11	57.86	30	27.75	10.68	38.43
Jan 81 11 11-6-11-81	27.75	29.14	56.89	31	27.75	9.71	37.46
Dec 81-12	27.75	28.17	55.92	32	27.75	8.74	36.49
Jan 82-13	27.75	27.20	54.95	33	27.75	7.77	35.52
Dec 82-14	27.75	26.22	53.97	34	27.75	6.80	34.55
Mar 83-15 pl-6-15-83	27.75	25.25	<u>53.00</u>	35	27.75	5.83	33.58
Apr 83-16	27.75	24.28	52.03	36	27.75	4.86	32.61
May 84-17	27.75	23.31	51.06	37	27.75	3.89	31.64
June 84-18	27.75	22.34	50.09	38	27.75	2.91	30.66
Dec 84-19	27.75	21.37	49.12	39	27.75	1.94	29.69
Jan 85-20	27.75	20.40	48.15	40	27.75	0.97	28.72
TOTAL				1110.00	796.45	1906.45	

-0500
a/c 2325

1.	Total Assessment (cash price)	\$	355.00
2.	Less cash down payment	\$	0.00
3.	Amount financed (1-2)	\$	355.00
4.	Total finance charge if paid in 40 equal semi-annual payments	\$	254.58
5.	Total of payments	\$	609.58

Annual Percentage Rate Computed on the Unpaid balance 7%

The amount of each payment that will become due semi-annually is listed below. The actual amount you must pay may vary for any one of the following reasons:

1. Delinquent payments accrue interest at the rate of 7% per annum;
2. Balloon payments of principal will reduce the amount of interest added to subsequent payments,

Installment	PRINCIPAL	INTEREST	TOTAL	Installment	PRINCIPAL	INTEREST	TOTAL
Dec 4/15/76-1	8.88	12.43	21.31	6/96 21	8.88	6.21	15.09
1/28/76 2	8.88	12.11	20.99	12/86 22	8.88	5.90	14.78
6/15/77-3	8.88	11.80	20.68	6/87 23	8.88	5.59	14.47
12/14/77 4	8.88	11.49	20.37	24	8.88	5.28	14.16
#0906-6/1/78 5	8.88	11.18	20.06	25	8.88	4.97	13.85
pd 12/15/78 6	8.88	10.87	19.75	26	8.88	4.66	13.54
7 6.21.79	8.88	10.56	19.44	27	8.88	4.34	13.22
8 } pd 6-80	8.88	10.25	19.13	28	8.88	4.03	12.91
9 } 11.76	8.88	9.94	18.82	29	8.88	3.72	12.60
10-11-81	8.88	9.63	18.51	30	8.88	3.41	12.29
11 11-6-11-81	8.88	9.32	18.20	31	8.88	3.10	11.98
Dec 81 12	8.88	9.01	17.89	32	8.88	2.79	11.67
June 82 13	8.88	8.70	17.58	33	8.88	2.48	11.36
Dec 82 14	8.88	8.38	17.26	34	8.88	2.17	11.05
June 83 15 pd-6-15-83	8.88	8.07	16.95	35	8.88	1.86	10.74
Dec 83 16	8.88	7.76	16.64	36	8.88	1.55	10.43
Dec 84 17	8.88	7.45	16.33	37	8.88	1.24	10.12
June 84 18	8.88	7.14	16.02	38	8.88	0.93	9.81
Dec 85 19	8.88	6.83	15.71	39	8.88	0.61	9.49
June 85 20	8.88	6.52	15.40	40	8.68	0.30	8.98
TOTAL					355.00	254.58	609.58

-2900
A/C 2465

1.	Total Assessment (cash price)	\$	804.70
2.	Less cash down payment	\$	0.00
3.	Amount financed (1-2)	\$	804.70
4.	Total finance charge if paid in 40 equal semi-annual payments	\$	577.30
5.	Total of payments	\$	1382.00

Annual Percentage Rate Computed on the Unpaid balance 7%

The amount of each payment that will become due semi-annually is listed below. The actual amount you must pay may vary for any one of the following reasons:

1. Delinquent payments accrue interest at the rate of 7% per annum;
2. Balloon payments of principal will reduce the amount of interest added to subsequent payments.

Installment	PRINCIPAL	INTEREST	TOTAL	Installment	PRINCIPAL	INTEREST	TOTAL
5/76-1	20.12	28.16	48.28	6/86-21	20.12	14.08	34.20
12/76-2	20.12	27.46	47.58	12/86-22	20.12	13.38	33.50
4/87-3	20.12	26.76	46.88	6/87-23	20.12	12.67	32.79
8/87-4	20.12	26.05	46.17	24	20.12	11.97	32.09
12/87-5	20.12	25.35	45.47	25	20.12	11.26	31.38
4/88-6	20.12	24.64	44.76	26	20.12	10.56	30.68
8/88-7	20.12	23.94	44.06	27	20.12	9.86	29.98
12/88-8	20.12	23.24	43.36	28	20.12	9.15	29.27
4/89-9	20.12	22.53	42.65	29	20.12	8.45	28.57
8/89-10	20.12	21.83	41.95	30	20.12	7.74	27.86
12/89-11	20.12	21.12	41.24	31	20.12	7.04	27.16
4/90-12	20.12	20.42	40.54	32	20.12	6.33	26.45
8/90-13	20.12	19.71	39.83	33	20.12	5.63	25.75
12/90-14	20.12	19.01	39.13	34	20.12	4.93	25.05
4/91-15	20.12	18.31	38.43	35	20.12	4.22	24.34
8/91-16	20.12	17.60	37.72	36	20.12	3.52	23.64
12/91-17	20.12	16.90	37.02	37	20.12	2.81	22.93
4/92-18	20.12	16.19	36.31	38	20.12	2.11	22.23
8/92-19	20.12	15.49	35.61	39	20.12	1.40	21.52
12/92-20	20.12	14.78	34.90	40	20.02	0.70	20.72
TOTAL				804.70 577.30 1382.00			

1st
 5
 Pd 5/76
 4/15/77
 Pd 12/4/77
 706-6/11/78
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 Pd 6-21-79
 Pd 6-6-80
 10-11-3-81
 11-Pd 6-11-81
 Dec 81-12 Pd-
 June 82-13
 Dec 82-14
 June 83-15 Pd-6-15-83
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 Dec 84-18
 June 84-19
 Dec 85-20

-0800
a/c 2340

ARCH CAPE SANITARY DISTRICT

RESOLUTION #24-1101 SD

AMENDING SANITARY DISTRICT WATER LEAK POLICY

WHEREAS, the ACSD has adopted a rate structure intended to encourage water conservation, and

WHEREAS, the ACSD recognizes that plumbing failures beyond the control of the homeowner can result in water leaks, and

WHEREAS, it is not the intention of the ACSD to create a financial hardship on property owners by assessing excess usage fees for water consumed due to a leak beyond the control of the property owner, and

WHEREAS, the Water District in October 2024 amended its policies, establishing a 40-day period for repairing a water leak without paying full excess usage charges, and

WHEREAS, consistency in repair timelines between the districts will reduce potential confusion on the part of the property owner, leading ACSD to alter its timelines from 30 or 60 days to 40 days for leak repair;

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF THE ARCH CAPE SANITARY DISTRICT,

THAT the ACSD Water Leak Policy #24-1101 SD, attached to this Resolution, shall supersede ACSD Water Leak Policy #24-07 SD.

Casey Short, Board President

Attest:

Date _____

**Arch Cape Sanitary District
Water Leak Policy
Policy #24-1101 SD**

DEFINITIONS

The term "dwelling plumbing system" as used herein is defined as the plumbing system from the ACSD water meter to the premises dwelling and its attendant pipes, fittings and fixture and does not include irrigation systems

The term "irrigation systems" as used herein is defined as an under-ground or aboveground system of pipes, fittings and sprinkler/distribution heads which when in operation dispense water onto lawns and landscape and is external to the dwelling plumbing system and is not directly or indirectly connected to the ACSD wastewater collection and treatment system

The term "leak" as used herein is defined as a dwelling plumbing system failure or irrigation system failure beyond the control of the homeowner, resulting in unintended water consumption,

The term "leak" as used herein does not include situations where unintended water consumption was a result of failure of the homeowner to monitor water usage i.e., "accident", such as but not limited to situations such as leaving running a hose, faucet, etc.

The "cost of producing potable water" includes Operating Costs (total M&S) less fixed labor costs, excluding bonded debt service, for the then current budget of the ACSD,

POLICY

Homeowners shall reasonably monitor water usage and timely repair dwelling plumbing systems and irrigation systems, upon discovery by the homeowner, or notice from the ACSD, of any leaks,

District Staff will make the determination as to whether the leak is severe enough to turn off water to the property until the leak is repaired,

In the event of a leak in the irrigation system, no ACSD excess water use charge over base rate will result,

In the event of a leak in the dwelling plumbing system resulting in ACSD excess water use charges, said excess charges may be appealed to the ACSD as provided in the ACSD Billing Appeal Policy, along with evidence of such as a plumbing bill or parts invoice,

In the event of a leak resulting in excess water use charges, it shall be the policy of the ACSD to bill the subject water consumption as follows based upon the timeliness of homeowner repair of the leak after notification:

- If the repairs were completed ***within 40 days of notification*** of the homeowner of the

leak, where notification was either via receipt of the water bill or other direct communication from ACSD, all monthly water consumption resulting from the leak will be billed at the monthly average of the homeowner's usage costs over the 3-month period before the leak was determined to have started by ACSD.

- If the repairs were completed ***within 40 days of notification*** of the homeowner of the leak, where notification was either via receipt of the water bill or other direct communication from ACSD, all monthly excess water consumption resulting from the leak will be billed at the cost of producing potable water.
- If the repairs were completed ***more than 40 days of notification*** of the homeowner of the leak, where notification was either via receipt of the water bill or other direct communication from ACSD, all monthly excess water consumption resulting from the leak will be billed at excess water usage rates.

In the event of water consumption related to an accident by the homeowner resulting in excess water use charges, charges may be appealed to the ACSD as provided in the ACSD Billing Appeal Policy along with demonstrated evidence of an accident as opposed to a leak.

In the event of water consumption related to an accident by the homeowner resulting in excess water use charges where the submitted request for relief demonstrated evidence of the oversight is accepted by ACSD, it shall be the policy of the ACSD to bill the subject excess water consumption as at the cost of producing potable water for the ACSD District, and not at excess water usage rates.

ACSD retains the ability to review all excess billing matters resulting from leaks and accidents and apply relief in manners they see appropriate due to unforeseen circumstances outside the policy as stated herein,

This ACSD Water Leak Policy supersedes ACSD Policy #24-07 SD adopted July 17, 2024.

ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT

RESOLUTION 24-1102 SD

**ADOPTING FINDINGS OF FACT AND AUTHORIZING A SOLE-SOURCE PROCUREMENT
FOR COMPUTERIZED ELECTRONIC COMPONENTS FOR WASTEWATER PLANT**

WHEREAS, the Arch Cape Sanitary District (“District”) is subject to Oregon’s public contracting laws, including ORS chapter 279B relating to procurements of goods and services; and

WHEREAS, the District Purchased its sanitary plant (Plant) in 2009, using electrical components provided (Components) by Enviroquip, which no longer offers these types of products; and

WHEREAS, the District retained Industrial Systems, Inc. in 2019 to update essential software and hardware portions of the Components; and

WHEREAS, Industrial Systems had to do significant research to gain familiarity with the software and licensing of the Components and their integration with the Plant, and Industrial Systems has continued to work closely with the District to address a variety of needs and have maintained current familiarity with the Plant and Components

WHEREAS, the Component Package provided by Industrial Systems consists of an integrated set of hardware, proprietary software licenses, and custom programming that are uniquely compatible with the Plant’s existing system; and

WHEREAS, the Plant’s existing computerized electronic components need to be replaced and upgraded to include added protection against security breaches and a second computer needs to be installed in the Control Panel room that will serve as a workstation for plant control and monitoring and serve as a backup in the event the main lab computer experiences a catastrophic failure, and Industrial Systems is able to provide this equipment; and

WHEREAS, Industrial Systems has the knowledge and familiarity with the District’s Components to minimize implementation costs, allowing for efficient on-site integration, installation, and implementation; and

WHEREAS, ORS 279B.075 permits the District’s Board of Directors, acting as the Local Contract Review Board, to forego competitive bidding and authorize procurement from a sole source after adopting written findings of fact in compliance with legal requirements, to wit:

- That the efficient utilization of existing goods requires acquiring compatible goods or services;
- That the goods or services are for use in a pilot or an experimental project; or

- Other findings that support the conclusion that the goods or services are available from⁹¹⁶ only one source; and
- To the extent reasonably practical, the contracting agency shall negotiate with the sole source to obtain contract terms that are advantageous to the contracting agency; and

WHEREAS, the District has budgeted funds for the upgrade, which is estimated to cost between \$22,000 - \$30,000;

NOW, THEREFORE, the Arch Cape Sanitary District's Board of Commissioners ("Board"), acting as the Local Contract Review Board, resolves as follows:

1. The Board finds that the efficient utilization of existing computerized electronic components for the wastewater plant requires acquiring compatible goods or services.
2. The Board further finds that Industrial Systems, Inc., is able to provide and install replacement package which is uniquely compatible with the existing system, thus minimizing installation time and costs for the upgrade.
3. An exemption from competitive bidding is hereby declared for the purchase of computerized electronic technology for the wastewater plant, and a sole-source procurement of such technology from Industrial Systems, Inc., is hereby authorized.
4. The Board Chair and District Manager are authorized to negotiate with Industrial Systems, Inc.; to obtain contract terms most advantageous to the District.

This Resolution is effective upon adoption.

Dated this 21st day of November, 2024.

ATTEST

Casey Short, Board President

Teri Fladstol, Board Secretary



Casey Short
Arch Cape Sanitary District
32065 East Shingle Mill Ln
Arch Cape, OR 97102

November 7, 2024

Subject: Wastewater Treatment Plant SCADA Upgrade

Dear Mr. Short

Industrial Systems, Inc. is pleased to provide you with the following proposal for Control System Design and Integration Services. As always, we look forward to working with you on this project.

Summary:

In 2017 Industrial Systems helped replace the aging SCADA computer at Arch Cape Sanitary District wastewater treatment facility lab. At the time, the computer was set up with latest updates of Windows 10 operating system and SCADA software licensing (AVEVA, formerly Wonderware), and is now once again ready for important hardware/software updates. Along with this, District staff have also expressed the need for accessing SCADA from the MCC/Control Panel room. The District currently owns the necessary types and number of licenses to support this setup.

Industrial Systems proposes to purchase, set up, and install a new SCADA computer to upgrade the existing lab unit. This upgrade process includes custom building a new PC with up-to-date components that meets hardware requirement of SCADA software, working with AVEVA vendor to renew District's software entitlements, and converting existing AVEVA application to current software version supported by software manufacturer.

Additionally, we propose to set up a second SCADA computer identical in hardware and software to aforementioned SCADA computer. This computer would be installed in the Control Panel room and serve as a workstation for plant control and monitoring, with all necessary SCADA software pre-installed to also serve as a backup in the event the main lab computer experiences a catastrophic failure.

Scope of Work:

1. Purchase, build, install, and license software for two SCADA PCs located in lab room and control panel room, with an additional 24" monitor for control panel workstation
 - a. Windows Pro operating system, latest update supported for AVEVA software compatibility
 - b. Include MS Office Home products (Word, Excel, Powerpoint) on lab PC

12119 NE 99th St. Suite 2090 Vancouver, WA 98682
Voice: (360) 718-7267 Fax: (360) 952-8958 OR
196597 · WA #INDUSSI880K9
CCB# AK #1018436

November 7, 2024

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2. Renew AVEVA licenses and convert wastewater treatment plant SCADA application to newer version of AVEVA InTouch.
 - a. AVEVA license renewal includes all three licenses District currently owns: 1) SCADA development and runtime at lab computer, 2) unused SCADA runtime on old control panel touchscreen, and 3) SCADA runtime at water treatment plant. License upgrade also include one year of standard Software Technical Support.
3. On-site installation, testing, and follow-up
 - a. Migrate existing historical data/ documents/ auxiliary applications from existing PC to new PC at time of installation
 - b. One day of travel and on-site work with remote follow up is anticipated.

Deliverables:

1. Two custom-built SCADA computers, monitor, and cabling.
2. Converted wastewater treatment plant AVEVA application.
3. On-site setup and testing.

Assumptions:

1. A mutually agreeable schedule will be negotiated for completion of this work.
2. The manufacturer's standard warranty for any and all control system components to be provided within this scope will apply. Unless specified otherwise the warranty period is one year from the date of delivery.
3. Instruments to have no more than 50' of manufactured cabling included.
4. This project may require the update or upgrade of existing software programs and our proposal covers only the installation of the upgrades and the conversion of the application files. We cannot foresee abnormalities to system operation caused by some software updates as all custom applications are unique. The resolution of abnormal system operation due to software updates/upgrades will be resolved on a T&M basis in accordance with the enclosed billing rates.
5. This project may include programming modifications to an existing SCADA or PLC system. Such changes are only made after careful consideration of the impact on the control system as a whole. However, when modifying custom control systems there is always a risk for unintended consequences. Should undesired system operation result during this project or as a result of the work covered by this agreement, we will work with the system owner to resolve the situation. Such services are outside the scope of this proposed project and will be provided on a T&M basis only.

Page 3 of 6

Exclusions:

1. Temporary control system.
2. Permits, fees and taxes.
3. Licenses or hardware other than listed above.
4. On site installation and termination.
5. Site visits other than listed above.

Fee Proposal:

Industrial Systems, Inc. proposes to provide the services and materials listed above on a T&M basis. The fees shall be as listed in the summary below and include an estimate for Travel & Expenses

Wastewater Treatment Plant SCADA Upgrade \$22,870

Multi-year projects are subject to annual rate increases and contract amount escalations.

Terms shall be as stated in the attached terms and conditions. This quote is valid for 30 days from the date issued. For the purpose of time and material work and any hourly work agreed to beyond this scope, the enclosed billing rates shall be considered as our standard rates. Our standard rates shall be subject to annual revision.

To initiate this letter agreement, please sign below and return a copy to our office

Please feel free to call with any questions that you might have. Again, we look forward to working with you on this project.

Minh Q Huynh

11/7/2024

Minh Q Huynh

Date

Arch Cape Sanitary District

Date

Enclosures: Rate Schedule and Standard Terms and Conditions



Suite #2090

12119 NE 99th Street

Vancouver, WA 98682

Phone: (360) 718-7267 Fax: (360) 952-8958 Email:
is@is-inc.com

2024 RATE SCHEDULE

PRINCIPAL\$220 /HR

PROJECT MANAGER\$199 /HR

SENIOR DESIGN/PROGRAMMING STAFF\$176 /HR

DESIGN / PROGRAMMING STAFF\$163
/HR

JUNIOR DESIGN/PROGRAMMING STAFF\$134
/HR

TECHNICIAN\$117 /HR

DRAFTING\$88
/HR

CLERICAL\$70
/HR

MILEAGE AND OTHER EXPENSES.....COST PLUS 20%
(The 2024 IRS allowable mileage rate is assumed to be \$0.67/mile)

Expires: 12/31/24 - Subject to revision after this date

RATE SHEET

TERMS AND CONDITIONS

1. Industrial Systems, Inc.'s professional services consist of those services performed by Industrial Systems, Inc., its employees and consultants as enumerated in or performed pursuant to the Agreement. Industrial Systems, Inc.'s services shall be performed as expeditiously as is consistent with professional skill and care.
2. Additional services, over and above those stated in the Agreement, may be provided if authorized or confirmed by the Client and will be paid for by the Client as provided below unless otherwise specifically provided in the Agreement. Such services will be charged at Industrial Systems, Inc.'s standard rates in effect when performed. Costs will be reimbursed according to Industrial Systems, Inc.'s standard reimbursement rates in effect when incurred. Industrial Systems, Inc. will provide the Client with a statement of its current standard rates upon request.
3. All software and documents, including drawings and specifications, provided by Industrial Systems, Inc. are instruments of service with respect to the particular project for which they are provided and Industrial Systems, Inc. shall retain its ownership and property interest in such documents whether or not the project is completed. The Client may make, distribute, and retain such copies as are reasonably necessary for information and reference in connection with the assembly, construction and use of the particular project for which the software and documents are provided. Such software and documents are not intended or represented to be suitable for re-use by the Client or by others for any other purpose. Any additional use or re-use, without the written consent of Industrial Systems, Inc., shall be at the Client's sole risk and without liability or legal exposure to Industrial Systems, Inc. or its consultants and the Client shall indemnify and hold harmless Industrial Systems, Inc. and its consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from such use.
4. The Client will provide full information as to the Client's requirements for the project as may be requested by Industrial Systems, Inc. from time to time. The Client will examine and respond promptly to Industrial Systems, Inc.'s submittals and inquiries and will provide prompt written notice to Industrial Systems, Inc. whenever the Client observes or otherwise learns of any defect in the materials provided by or services performed by Industrial Systems, Inc.
5. The initial deposit, if any, shall be retained and credited to the final payment due under the Agreement. Industrial Systems, Inc. will invoice the Client as services are performed. Invoices are payable upon receipt and the Client shall not back charge or withhold payment from Industrial Systems, Inc. for any reason without Industrial Systems, Inc.'s specific written consent. Invoices unpaid after thirty (30) days are delinquent and shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum amount allowed by law, whichever is less, until paid. In addition, the Client shall pay Industrial Systems, Inc.'s reasonable costs incurred in collection of any delinquent amounts, including attorney fees and costs to prepare and file liens, regardless of whether suit or action is instituted.
6. Customer agrees to pay and be responsible for any additional amount for any present or future sales, use, excise, value-added, or other similar tax, however designated, applicable to the price, sale, or delivery or any products, services, or the work furnished hereunder or for Customer's use by Industrial Systems whether such tax is local, state, or federal in nature. This will include, but is not limited to, recovery, recycling, reclamation, handling, and disposal of materials.
7. Industrial Systems, Inc. will have the option to enforce payment of delinquent accounts by suit or action in a court of law or by arbitration. All other complaints, disputes and/or controversies that may arise out of or in connection with the agreement, order, or authorization, or services performed pursuant to such agreement, order, or authorization, including claims which might be pleaded or urged in a counterclaim or setoff in any action to enforce payment, shall be submitted to a mediator agreed to by both parties as soon as such dispute arises and, in any event, prior to commencement of arbitration or litigation. Such mediation shall occur at a place mutually convenient to the parties and the mediation fee and expenses shall be shared equally by the parties who agree to exercise their best efforts in good faith to resolve all disputes in mediation.

TERMS AND CONDITIONS

8. These terms and conditions are intended as the complete statement of the terms of the agreement between the parties relating to services provided hereunder.

9. A waiver of any defaults hereunder or of any of the terms and conditions shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition. In the event any provision of these terms and conditions is found to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of any of the remaining provisions shall not be affected thereby.
10. Industrial Systems is not liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, inability to obtain material or services, war, act of nature, or any other cause beyond Industrial Systems' reasonable control.
11. In no event, whether as a result of breach of contract or any tort, including negligence, or otherwise, is Industrial Systems or its consultants, suppliers, employees, or agents liable for any special, consequential, incidental, or penal damage, including, but not limited to, loss of profit or revenues, loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or claims of customers for such damages.
12. No warranty expressed or implied is given and no other affirmation of Industrial Systems, by word or action, shall constitute a warranty, except as expressly set forth herein. Industrial Systems warrants materials and services provided for a period of one year, from the date delivered or provided. Damages caused by abnormal use or neglect are not covered under warranty. This warranty is expressly in lieu of any other express or implied warranty including any implied warranty of merchantability or fitness for a particular purpose, and any other obligation on the part of Industrial Systems.
13. To the maximum extent permitted by law, the Client agrees to limit the total aggregate liability of Industrial Systems, Inc. and its suppliers and consultants for the Client's damages arising out of services performed with respect to any project to Industrial Systems, Inc.'s total fee for materials and services rendered on such project. This limitation shall apply regardless of the cause of action or legal theory pleaded or asserted.
14. The Agreement shall be governed by the laws of the State of Washington, excluding conflicts of laws principles. Any necessary legal action shall be brought in Clark County, Washington.
15. Neither Industrial Systems, Inc. nor the Client shall assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other. Nothing contained in this paragraph shall prevent Industrial Systems, Inc. from employing such independent professional associates and consultants as Industrial Systems, Inc. may deem appropriate to assist in the performance of services. Further, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Industrial Systems, Inc. and the Client. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and Industrial Systems, Inc. and not for the benefit of any other party.

SOLE SOURCE PROCUREMENT FORM

Project Name: Sanitary Plant Electrical Components

Contract Value: \$ 22,870

1. Pursuant to ORS 279B.075 (2)(a): Provide findings supporting your determination that the efficient utilization of existing goods requires acquiring compatible goods or services. [Provide clear and concise information to support this determination.]

Findings:

The District purchased its sanitary plant ("Plant") in 2009. At that time, the computerized electrical components ("Components") were provided by Enviroquip, who no longer offers these types of products and services. In 2019, the District was successful in finding / aligning with Industrial Systems to update essential software and hardware portions of the Components. Given the age of the existing Components and the lack of support from Enviroquip, Industrial Systems was required to do significant research to gain familiarity with the software and licensing of the Components and their integration with the Plant. The knowledge that they gained was essential to doing the upgrade. Industrial Systems has continued to work closely with the District to address a variety of needs and have maintained current familiarity with the Plant and Components.

2. Pursuant to ORS 279B.075 (2)(b): Provide findings supporting your determination that the goods or services required to exchange software or data with other public or private agencies are available from only one source. [Provide clear and concise information to support this]

Not Applicable

3. Pursuant to ORS 279B.075 (2)(c): Provide findings supporting your determination that the goods or services are for use in a pilot or an experimental project. [Provide clear and concise information to support this determination.]

Not Applicable

4. Pursuant to ORS 279B.075 (2)(d): Other findings that support the conclusion that the goods or services are available from only one source. [Provide clear and concise information to support this determination. If there is more than one finding that supports this determination, please address them independently.]

Not Applicable

ORS 279B.075 Sole-source procurements.

- (1) A contracting agency may award a contract for goods or services without competition if the Director of the Oregon Department of Administrative Services, a local contract review board, a state contracting agency, if the state contracting agency has procurement authority under ORS 279A.050 (Procurement authority), the State Chief Information Officer, with respect to goods or services described in subsection (2)(b) of this section and if the director has delegated the necessary authority to the State Chief Information Officer, or a person designated in writing by the director, board or state contracting agency with procurement authority under ORS 279A.050 (Procurement authority), determines in writing, in accordance with rules adopted under ORS 279A.065 (Model rules generally), that the goods or services, or class of goods or services, are available from only one source.
- (2) The determination of a sole source must be based on written findings that may include:

- (a) *That the efficient utilization of existing goods requires acquiring compatible goods or services;*
 - (b) *That the goods or services required to exchange software or data with other public or private agencies are available from only one source;*
 - (c) *That the goods or services are for use in a pilot or an experimental project; or*
 - (d) *Other findings that support the conclusion that the goods or services are available from only one source.*
- (3) *To the extent reasonably practical, the contracting agency shall negotiate with the sole source to obtain contract terms that are advantageous to the contracting agency. [2003 c.794 §55; 2005 c.103 §8c; 2015 c.807 §24]*

OAR 125-247-0275 Sole-source Procurements.

- (1) *Generally. An Authorized Agency with delegated Authority according to OAR 125-246-0170 may award a Contract without a competitive process through a Sole-Source Procurement according to the requirements of ORS 279B.075, this Rule, and the policy of the Department. The Authorized Agency must make a determination of a sole source based upon Written findings of fact that the Supplies and Services are available from only one source.*
- (2) *Findings of Fact. Findings of fact required under OAR 125-247-0275(1) may include:*
- (a) *Compatibility. The efficient utilization of existing Supplies and Services requires the acquisition of compatible Supplies and Services from only one source. For example, compatibility may be implicated when: Supplies are required to directly interface with or attach to equipment of the same manufacturer and no other manufacturer's Supplies will correctly interface with existing equipment; or when Services such as maintenance, warranty, project management, or systems integration are required to interface or integrate with existing Supplies and Services.*
 - (b) *Exchange of Software or Data. Specific Supplies and Services, which are available from only one source, may be required for the exchange of software or data with other public or private agencies. This finding may be particularly applicable when the Supplies and Services involve assets such as copyrights, patents, trademarks, and trade secrets.*
 - (c) *Pilot or Experimental Project. Supplies and Services are for the use in such projects, which may include but are not limited to research and economic development projects.*
 - (d) *Other findings that support the conclusion that Supplies and Services are available from only one source may include but are not limited to considerations of: unique design, availability, geographic location, exclusive authorized representative, cost of conversion, and warranty services.*
- (3) *Market Research. ORS 279B.075 requires that the Authorized Agency "determines in writing" that the goods or services are "available from only one source." This means that the Authorized Agency must conduct and document its market research before public notice described in Section (4) or (5).*
- (4) *Contracts up to \$250,000. For all Contracts awarded through Sole-Source Procurements over \$25,000 and not exceeding \$250,000:*
- (a) *The Authorized Agency must place a public notice on OregonBuys or other Electronic Procurement System approved by the State Chief Procurement Officer of its determination that the Supplies and Services or class of Supplies and Services are available from only one source.*
 - (b) *The public notice must describe the Supplies and Services to be acquired through a Sole-Source Procurement and identify the prospective Contractor and include the date, time and place that protests are due.*
 - (c) *The Authorized Agency must give Affected Persons at least seven calendar (7) Days from the date of the public notice of the determination that the Supplies or Services are available from only one source to protest the determination under OAR 125-247-0710. If the Department is conducting the Sole-Source Procurement, then the Department is the Authorized Agency for purposes of this Rule.*
 - (d) *The Authorized Agency must obtain the Written approval of that Agency's Designated Procurement Officer or delegatee before the Authorized Agency places a public notice on OregonBuys or other Electronic Procurement System approved by the State Chief Procurement Officer in accordance with this Section.*
- (5) *Contracts over \$250,000. For all Contracts exceeding \$250,000:*

- (a) The Authorized Agency must place a public notice on Oregon Buys or other Electronic Procurement System approved by the State Chief Procurement Officer in accordance with Subsections (4)(a)-(c); and if the Department is conducting the Sole-Source Procurement, then the Department is the Authorized Agency for purposes of this Rule; and*
- (b) The Authorized Agency must obtain the Written approval of the Chief Procurement Officer or delegatee before the Authorized Agency places a public notice on OregonBuys or other Electronic Procurement System approved by the State Chief Procurement Officer in accordance with this Section.*
- (6) Negotiation. According to ORS 279B.075 and to the extent reasonably practical, the Authorized Agency must negotiate with the sole source to obtain contract terms advantageous to the Authorized Agency.*
- (7) Protest. An Affected Person may protest the Authorized Agency's determination that the Supplies and Services or class of Supplies and Services are available from only one source in accordance with OAR 125-247-0710.*
- (8) Brand Name Requirements. If the findings of fact required under this Rule include a specification of a Brand Name, that specification must be in accordance with ORS 279B.215 and OAR 125-247-0691.*
- (9) Legal Sufficiency Review. When legal sufficiency review by the Attorney General is required under ORS 291.047, the Authorized Agency must seek this approval.*

**ARCH CAPE SANITARY DISTRICT
RESOLUTION 24-1103 SD, AMENDING THE 2024-25 BUDGET**

WHEREAS, The computer that operates the Supervisory Control and Data Acquisition (SCADA) system at the wastewater treatment plant is old and in need of replacement; and

WHEREAS, There is no backup computer to run the system in case of failure of the current computer; and

WHEREAS, The need to upgrade this equipment was not included in developing the 2024-25 Capital Fund budget; and

WHEREAS, The possibility of failure in the system would shut down the wastewater plant; and

WHEREAS, Funds are available in the Capital Fund Contingency to cover the cost of replacing and upgrading this critical piece of equipment, at an estimated cost of \$22,780; and

WHEREAS, It is prudent to transfer appropriation of more than the estimated cost in order to have sufficient funding if it is needed; NOW THEREFORE,

BE IT RESOLVED by the Arch Cape Sanitary District Board of Directors that \$30,000 of Capital Fund Contingency be transferred to Capital Outlay as detailed in Attachment A.

ADOPTED this 21st day of November, 2024

BY:

ATTEST:

Casey Short, Board President

Teri Fladstol, District Secretary

ATTACHMENT A

FY 2024-25 CAPITAL FUND APPROPRIATION**ADOPTED BUDGET**

<u>Capital Outlay</u>	
Webb Lift Station	\$ 372,000
All Other Capital Outlay	<u>\$ 0</u>
Total Capital Outlay	\$ 327,000
<u>Total Appropriation</u>	<u>\$ 372,000</u>
Budgeted Contingency	\$ 125,000
Unappropriated Balance	<u>\$ 20,474</u>
<u>BUDGET TOTAL</u>	<u>\$ 517,474</u>

AMENDED BUDGET

<u>Capital Outlay</u>	
Webb Lift Station	\$ 372,000
Wastewater Treatment Plant SCADA Upgrade	<u>\$ 30,000</u>
Total Capital Outlay	\$ 402,000
<u>Total Appropriation</u>	<u>\$ 402,000</u>
Contingency	\$ 95,000
Unappropriated Balance	<u>\$ 20,474</u>
<u>BUDGET TOTAL</u>	<u>\$ 517,474</u>

**Procurement for Interim District Administrator - Topic Description
November 21, 2024**

Action / Information: Action

Synopsis

We need to start the procurement process for an Interim District Administrator so that a contract is in place by July 1, 2025.

1. Matt is overworked in his critical role of Plant & Operation Management and unable to keep up with all of the needs. Given the level of neglected preventive management over the previous 7 years (see Engineer's report), Matt is spending at least half-time on dealing with unexpected issues that emerge, one-quarter time on mandated projects and one-quarter time on compliance responsibilities and proactive work. And he is working 50 hours week, which does not include his 24x7x365 on call time. We are working to find a resource to support him in the operations function which should help to make progress on preventive maintenance tasks. However, task scheduling, directing, and doing quality control on staff work will add responsibility onto Matt's plate.
2. Since July 1, 2023, all District Management responsibilities are being performed by Board members which is requiring, on average, 40 hours per week. (see attached list). Doing these tasks are essential for complying with statutory requirements, for running of the District and for allowing Matt to do the operations work that he needs to do. Per Special District Association of Oregon (SDAO), these tasks should not be Board tasks, as Boards should only be involved in policy. However, given the state of the District and the lack of staff to do these tasks, the current Board undertook these responsibility. Board members will no longer be doing these task as of June 30, 2025 when current terms conclude. They need to be offloaded to a District Administrator.
3. A Scope of Services for an interim District Administrator has been drafted and vetted with industry experts in water and wastewater management as a public utility (see attached).
4. The recent local option levy gave voters the option of paying for a 2-year Interim District Administrator contract with taxes (a yes vote) or with rate increases (a no vote). The levy seems to have passed by 1 vote, 73-72 with only ballot challenges outstanding. It appears that the voters chose to pay for the position with tax revenues of approximately \$125,000 / year.
5. In compliance with state regulations, we will begin the procurement process by posting a Request for Proposals for an interim District Administrator. Candidates will be evaluated and selected, followed by contract negotiation. The contract will take effect on July 1, 2025. District cash/revenues will be used until tax revenue are collected to reimburse the District.

Attachments: Administrative Responsibilities being done by current Board members, Interim District Administrator – Scope of Work

Motion: Authorize Board Chair to work with Sanitary Board Chair to develop and post a Request for Proposals for a 2-year Contract for an Interim District Administrator

Administrator Responsibilities being done by Board Members

These will no longer be done by board after June 30, 2025

Scope: Water Utility, Sanitary Utility and Forest-Watershed

- 1) Plant Operations Monitoring
 - a) Address administrative needs identified by Matt and provide operations support as requested.
 - b) Monthly plant walkthrough / status updates to districts' utilities health and performance needs

- 2) Admin Oversight
 - a) Oversee and set direction for Book keeper / Accountant. (financials, rate payer billing)
 - b) Oversee and set direction for IT

- 3) Board Management
 - a) Identify and scope topics
 - b) Draft policies, legal work, etc. related to topic
 - c) Reach out to board members
 - d) Review financials
 - e) Review asset mgmt. reports
 - f) Put together packet
 - g) Clean-up / minutes, and get paperwork signed

- 4) Website Management
 - a) Research historical files to find relevant documents
 - b) Organize and post content

- 5) Ratepayer Outreach – Draft materials, post and present
 - a) Periodic updates
 - b) State of union
 - c) Rate increases
 - d) Tax levies

- 5) Budgeting & Long-Range Financial Planning
 - a) Ongoing - project planning (with Matt and Engineer)
 - b) Formal budget process for 2-3 months in spring
 - c) Review audits and incorporate into budget document
 - d) Ongoing - correct allocation of expenditures

- 6) Procurement & Contract Management
 - a) Determine best approach for procurement (work with legal)
 - b) Issue procurement, assess responses and draft contracts
 - c) For Forest-Watershed - Ongoing vendor/contractors follow-up and coordination

- 7) Human resource
 - a) Benefits analysis and selection

- b) Performance reviews
- 8) Grant Management
- a) Understanding requirements
 - b) Identify possible sources and make applications (grant writing)
 - c) Required grant reporting
 - d) Correct allocation of expenses
 - e) Monitoring Reimbursement



Arch Cape Domestic Water Supply District
Arch Cape Sanitary District



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INTERIM DISTRICT ADMINISTRATOR
SCOPE OF WORK

Background

The [Arch Cape Domestic Water Supply District](#) and [Arch Cape Sanitary District](#) are [Oregon Special Districts](#) located on the North Coast of Oregon about five miles south of Cannon Beach. The districts produce and distribute drinking water to some 300 homes and process wastewater for about 350 homes. A Board of five District Commissioners oversees each of the two Districts. Current staffing is a District Manager, an Operator and a contracted part-time bookkeeper. Staff are hired/ contracted by the Water District and provide services to both districts

The updated Drinking Water plant went online in 2014 and the updated Waste Water plant in 2009.

In July of 2023 the Boards undertook a thorough assessment of each district, their needs and shortcomings. A two-year project plan to bridge critical gaps was developed along with associated updates to the Annual Budget, Capital Improvement Plan and five-year Financial Plans.

Highlights of the assessment were:

- For at least the past 20 years, the Districts have been staffed with two full-time employees – a District Manager and an Operator - and a part-time book keeper. These 2.5 people are expected to perform the functions of; a) District Management (Business, Personnel, Procurement/Contracting, Budgeting & Finance, Admin and Community Outreach), b) Operations Management (Planning, Scheduling & Oversight of Operating Requirements for Plant, Equipment & Projects) and, c) Ongoing Operations (365x24x7 compliance procedures, maintenance, operation activities and problem resolution).

This staffing has not changed even though the population has increased by more than 80% (from 205 to 375 full time residents) along with an unquantified increase in second home ownership and in short term rentals – all of which reflect significantly increased demand on plant resources.

- The time available and skill sets of the District Staff are not adequate to perform all of the job functions.
- Over the past 20 years and specifically in the past seven, the work load has significantly increased, requisite management and maintenance activities have lapsed, and a forest-watershed has been purchased.
- In July of 2023 the Board Presidents undertook primary responsibility for Districts' Finance and Administration and Forest-Watershed Oversight to allow the District Manager and Operator to focus on the mission critical functions of plant maintenance and operation and project management.



Arch Cape Domestic Water Supply District Arch Cape Sanitary District



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The District Boards are evaluating district needs, staffing requirements and responsibilities.

- In spring of 2024, a new budget was adopted that affords the Districts the funds to upgrade critical components and processes of both plants during FY2024-2025.
- A new job description is being developed for the mission-critical functions of Plant & Operations Manager. That person, who has [Level III certification](#), will focus exclusively on managing the assets of both Districts, maintaining the ongoing operational needs of plant and equipment, directing and overseeing the Operator, coordinating any 24x7 response related to the Forest-Watershed and planning and managing any/all projects. This job is proving to be at least full-time.
- A long-term plan is required for how to address the Business, Personnel, Contracting/Procurement, Budgeting & Finance, Administrative and Community Outreach functions of the Districts. These functions are currently being done by the Board Presidents but their terms in office end in June 2025 and neither plans to continue on either board. It is unclear who will do this work and how much time it will take. These functions are typically not Board President responsibilities and is it unlikely that others will have the time/ expertise/ appetite to take them on. Based upon the work level over the past year, performing those functions is approximately a half-time job.

The Districts are looking for a part-time, contracted interim Administrator. The engagement would ideally start in July 2025. The role of the Administrator will be twofold; 1) perform the functions listed above, and 2) equally important, assess and make recommendations to the Boards about the ongoing need for an Administrator, the level of effort required to do the job, whether the Administrator should be an employee or contractor, and the organization/reporting structure for District Staffing.

The Interim Administrator role can be performed remotely with on-site availability as needed.

Anticipated Responsibilities

A. Ongoing Administration

1. Work with the Board Presidents to plan and facilitate monthly Board meetings that set policy direction for both Districts and address fiduciary requirements.
2. Oversee annual budget development and forecasting of funds needed and available for staffing, equipment, materials, and services. Work with bookkeeper/ accountant and auditors to monitor/control expenditures, allocate resources, and monitor performance.
3. Support the Operations Manager as he/she sets and adjusts operations priorities and ensures the availability of appropriate resources. Monthly plant walkthrough / status updates to districts utilities health and performance needs
4. Work with the Operations Manager to identify the need for grants / low interest loans. Work with admin staff to complete and submit applications.



**Arch Cape Domestic Water Supply District
Arch Cape Sanitary District**



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5. Evaluate current business processes and systems, refine procedures and systems to maximize operating efficiency and to establish and maintain controls.
6. Ensure that the appropriate Personnel and Contracting/Procurement policies are in place and being followed.
7. Coordinate with Consulting Forester and funding agencies to ensure that the contract requirements and District plan for Forest-Watershed Operations is being followed.

Note: Two-year and 12-year operations plans for the Forest-Watershed are in place along with funds for anticipated expenditure level through 2031.

8. Work with the Board to provide necessary and appropriate outreach to the District rate payers to keep them informed

B. Organizational Assessment and Recommendations

Assess and make recommendations to the Boards about:

1. Long-term need for an Administrator,
2. Skill sets / competencies and level of effort/ time requirements of an Administrator,
3. Whether the Administrator should be an employee or contractor,
4. Requisite skill sets / competencies for the positions of Operations Manager and District Operator and the extent to which they are being met with current staff.
5. Optimal organization/reporting structure for District Staffing

Competencies

Proficient-level to advanced-level for the below:

- Careful, Ethical, and Responsible Decision Making
- Business & Financial Management Expertise
- Securing grants / low-income loans
- Written and Verbal Communication & Presentation
- Inter-Personal Relationship Building

Preferred Experience and Education

Six years of supervision, management, or progressively related experience, ideally in public utilities OR three years of related experience in public sector administration with a bachelor's degree.

Compensation

To be negotiated.

PROJECT UPDATE

Active Projects:

Green: Completed this month. **Yellow:** Work has occurred this month. **No Color:** No work undertaken this month

Project	Objective	Status – November 2024
1. Replace Operations Control Electronics for the Water Plant	<p>Replace the computer electronics that allow the Operator to control the plant, secure that control function behind a firewall so as to minimize the risk of being hacked and update the software to comply with state reporting requirement. The primary control-interface panel broke several years ago and was not replaced and the “redundant” windows 7 computer is so antiquated that the vendor will not support the version of the software that is running on it. The software currently running does not comply with state requirements.</p> <p>This project is absolutely critical!</p>	<p style="background-color: #00ff00;">JUST COMPLETED</p> <p>1) All electrical computer components have been installed and are operational.</p> <p>2) Alarms are being broadcast via email to staff mobile device.</p> <p>3) Staff can remotely access water plant from the Sanitary plant and from mobile device.</p> <p>The plant is being run on the new systems and secured with the new firewall.</p>
2. Replace Webb Lift Station	<p>The Webb Lift Station, which is long past its serviceable life, is the final link in the sewer system that collects and sends all wastewater to the sanitary plant. This project will replace the building itself and all major components including pumps, controls, generator. The new lift station will provide more capacity to: a) support community growth, and b) allow more rainwater to enter the system as underground pipes age.</p> <p>This project is absolutely critical!</p>	<p style="background-color: #ffff00;">IN PROGRESS</p> <p>Construction of the lift station continues to be ahead of schedule.</p> <p>Snapshots of the progress can be viewed on the District’s web site (www.archcapewater.org and click on News & Updates) or click on this link. Click here</p>
3. Upgrade & Bring Current the Business/ Admin Computer and Data System	<p>Provide a standard, viable and secure Information Technology environment (computing, data, security and remote help support) that will run the Districts’ business functions and give authorized access to the Districts’ information.</p>	<p style="background-color: #00ff00;">JUST COMPLETED</p> <p>All computer systems at the Sanitary Plant, administrative and operational, are now behind a firewall.</p> <p>Custom technology from previous vendor has been removed and is no longer an expense item.</p>

Project	Objective	Status – November 2024
4. Find, Compile, Electronically Store and Provide Access to Required Business Documents	Find, pull together, electronically store/archive and provide secure access to the District documents , e.g., contracts, ordinances, resolutions, minutes, etc. that are required by state law and rules to be maintained	<p>AS TIME ALLOWS</p> <p>Review of existing electronic files is still underway for ordinances, resolutions, contracts, etc.</p> <p>The next step will be to create and implement a file management schema and procedures so that all computers will pull from and update the same documents. Implementing and populating this system will be a long-term task, given everything else that needs to be done.</p>
5. Implement an Asset Management System	This project is to use newly purchased software to identify and track the Districts' plant & equipment maintenance requirements, generate work orders, monitor their completion and provide Management Reporting to the Boards	<p>IN PROGRESS</p> <p>Reviewing/refining data structures to define and develop Management Reports.</p>
6. Upgrade & Bring Current the Districts' Web Site	This project is to migrate the current web site information to a platform that is more easily managed, supported and can be easily expanded with additional information and functions	COMPLETED
7. Inspect Water Lines for Lead	Federal mandate to inspect all lines that distribute water to meters to determine whether those lines contain lead	COMPLETED
8. Corrosion in Water Plant	The water plant was designed with fans to vent the marine air and the chlorine gas that is used to purify the water. Both of these elements, chlorine and marine air, are corrosive to metal components in mechanical valves, electrical circuits, etc. As it turns out, since the new plant was brought on-line 10 years ago, the fans have never been run and as such have themselves started to corrode. Furthermore, when a valve would begin to corrode, rather than replacing it, the corroded value would just be swapped for another valve in the plant that is less corroded.	<p>IN PROGRESS</p> <p>All ceiling fans are operational and have been wired into an automated control process.</p> <p>An additional fan is being installed at floor level to remove chlorine gas as it is heavier than air.</p> <p>As time/resources allow, all componentry, pipes and fittings will be scrubbed back down to the original bare metal and restored to new like condition in order to establish a clean baseline</p> <p>Repair of the critical circuitry in the fuse panel will be repaired later this fiscal year or early</p>

Project	Objective	Status – November 2024
		next fiscal year as budget allows.
9. Replace Operations Control Electronics for the Sanitary Plant	Replace the computer electronics that allow the Operator to control the plant, secure that control function behind the recently installed firewall so as to minimize the risk of being hacked. The primary control-interface panel broke several years ago and was not replaced and the current computer has reached the end of its lifecycle.	<p>IN PROGRESS</p> <p>Sanitary Board is reviewing proposal from vendor.</p>
10. Move Asbury Creek Intake Replacement	<p>State mandated project to improve Asbury Creek conditions in order to encourage fish passage. Completion date: Fall 2027.</p> <p>District must move, 200 feet upstream, the point at which we take water from Asbury Creek. Once that is done, the State will remove/ replace the culvert under highway 101 with a bridge. District will then replace/ reroute current in-ground water main with one that is attached to the undercarriage of the bridge.</p> <p>Click here to see project description</p>	<p>IN PROGRESS</p> <p>Click here to see project plan</p>