



# Board Meetings



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

**THE PUBLIC IS INVITED, IF THEY WISH, TO ATTEND  
IN PERSON @ ARCH CAPE FIRE HALL, 72979 US 101,  
ARCH CAPE OR BY TELEPHONE OR  
ZOOM LINK ... PLEASE USE THE FOLLOWING  
PHONE NUMBER OR LINK TO ACCESS**

To Join the **Zoom Video Meeting** Paste the following in your browser address window:  
<https://us02web.zoom.us/j/81513104224>

Active **Zoom Video Meeting** Link also available at  
[www.archcapewater.org](http://www.archcapewater.org)

**Call: Join by Telephone: 1-669-900-6833**  
**Meeting ID: 815 1310 4224**  
**Meeting Passcode: None Required**  
**Assistance: 503-436-2790**

**Date : Thursday 21 April 2022**

**Time : 6:00 PM**

**Agenda: As posted in the adjacent notices &  
[www.archcapewater.org](http://www.archcapewater.org)**

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

Arch Cape Fire Hall 79729 Hwy 101

Thursday April 21st, 2022

6:00 P.M.

To Join Meeting by Video Link:

<https://us02web.zoom.us/j/86352062499>

Join by Telephone: 1-669-900-6833

Meeting ID: 863 5206 2499

- |   |                                  |
|---|----------------------------------|
| <b>I. Call to Order</b>   | Dan Seifer, President            |
| <b>II. Public Comments</b>  | Dan                              |
| <b>III. Agenda Approval</b>   | Dan                              |
| <b>IV. Consent Agenda (Action)</b>  | Dan                              |
| <b>A. Approve Minutes – March 16th Regular Board Meeting</b>                                      |                                  |
| <b>B. Approve Minutes – March 31<sup>st</sup> Special Board Meeting</b>                           |                                  |
| <b>C. Accept March Budget and Finance Reports</b>   |                                  |
| <b>D. Authorize Payment of Accounts</b>   |                                  |
| <b>E. Accept Correspondence Requiring No Action</b>   |                                  |
| <b>V. Old Business</b>  |                                  |
| <b>A. Arch Cape Forest:</b>   | Dan                              |
| ARPA Funding / Business Oregon Grant (Information)  | Dan                              |
| Public Hearing: Decision to Purchase Arch Cape Forest (Action)                                    | Dan                              |
| Resolution 22-01 WD: Approval of Transaction to Purchase Arch Cape Forest (Action)                | Dan                              |
| Business Oregon ARPA Award Contract Project SR2228 (Action)                                       | Dan                              |
| Outreach (Information)  | Linda Murray, Debra Birkby       |
| <b>VI. New Business</b>   |                                  |
| <b>A. Resolution 22-02 WD: Transfer of Contingency Funds to Materials &amp; Services (Action)</b> | Phil Chick                       |
| <b>B. Resolution 22-03 WD: Sole Source Membrane Purchasing (Action)</b>                           | Phil                             |
| <b>VII. Reports (Information)</b>   |                                  |
| <b>A. Accounts Receivable Report</b>  | Teri Fladstol, Jigsaw Consulting |
| <b>B. District Manager’s Report and Correspondence for Action</b>                                 | Phil                             |
| <b>C. Board Members’ Comments and Reports</b>   | Dan                              |
| <b>VIII. May Agenda Items (Information)</b>   | Dan                              |
| <b>IX. Public Comment</b>   | Dan                              |
| <b>X. Adjournment</b>   | Dan                              |

**WATER : REVENUE**

<b>Budget vs. Actual Finl Rpt</b>	<b>2021-22</b>	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22	Mar 22	Apr 22	May 22	Jun 22	Total	%
<b>Arch Cape Water District</b>	<b>Budget</b>	8%	17%	25%	33%	42%	50%	58%	53%	75%	83%	92%	100%		Rcvd
<b>2021-22</b>							0.62	0.50	0.47						
Cash on Hand	<b>204,502</b>														
Ck Interest	-	0.32	0.32	0.28	0.61	0.44	0.28	0.57	0.28	0.27				3.37	
User Fees	<b>182,280</b>	19,065.00	4,650.00	18,290.00	24,025.00	2,325.00	46,503.38	25,848.44	1,860.00	22,328.17				164,894.99	0.90
Excess Usage Charges	<b>14,000</b>	1,436.15	894.91	5,857.25	8,112.04	1,335.39	2,503.32	348.04	825.06	929.09				22,241.25	1.59
Debt Service	<b>20,772</b>	2,091.00	510.00	2,006.00	2,635.00	255.00	5,015.00	1,700.00	204.00	2,176.00				16,592.00	0.80
Sanitary District IGA <sup>2</sup> Revenue	<b>157,597</b>	11,134.24	11,405.36	12,215.63	11,387.58	10,193.51	11,252.70	9,681.20	9,330.27	10,754.33				97,354.82	0.62
LGIP Interest	<b>900</b>	125.39	115.93	110.44					38.00					389.76	
Misc. Income			200.00			1,025.00	200.00							1,425.00	
Meter Hookup Fee	<b>1,400</b>		700.00					700.00						1,400.00	
Cannon Beach IGA														-	
Cannon View Park	<b>735</b>													-	0.00
<b>Total Revenue</b>	<b>377,684</b>	<b>33,852.10</b>	<b>18,476.52</b>	<b>38,479.60</b>	<b>46,160.23</b>	<b>15,134.34</b>	<b>65,474.68</b>	<b>38,278.25</b>	<b>12,257.61</b>	<b>36,187.86</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>304,301.19</b>	
<b>Capital Projects</b>															
Hook-ups	<b>11,726</b>		5,863.00					5,863.00						11,726.00	1.00
Transfer														-	
Expenditures														-	
<b>Balance</b>	<b>90,200</b>	<b>79,130.00</b>	<b>5,863.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,863.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>11,726.00</b>	
<b>Arch Cape Forest Watershed Plan (2020-21)</b>															
IFA Water Source Protection Funding	<b>30,000</b>														
IFA Water Source Protection Receipts														-	
Expenditures			11,115.00	15,322.50										26,437.50	
<b>Balance</b>		<b>(\$3,562.50)</b>	<b>(\$14,677.50)</b>	<b>(\$30,000.00)</b>	<b>(\$30,000.00)</b>	<b>(\$30,000.00)</b>									
LGIP (Additions)							30,000.00							30,000.00	
LGIP Withdrawals				<b>(30,000.00)</b>										<b>(30,000.00)</b>	
LGIP Interest		125.39	115.93	110.44	90.65	80.81	94.27	95.04	85.88	106.02				904.43	
Service Charge					<b>(0.05)</b>									<b>(0.05)</b>	
<b>LGIP Balance</b>	<b>248,055</b>	<b>248,180.45</b>	<b>248,296.38</b>	<b>218,406.82</b>	<b>218,497.42</b>	<b>218,578.23</b>	<b>248,672.50</b>	<b>248,767.54</b>	<b>248,853.42</b>	<b>248,959.44</b>					
Columbia Bank : 1196 Acct		40,976.00	26,588.78	61,068.46	69,479.57	34,255.26									
Total Cash		289,156.45	274,885.16	279,475.28	287,976.99	252,833.49	248,672.50	248,767.54	248,853.42	248,959.44					

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

Note <sup>2</sup> : Intergovernmental Agreement

**WATER : EXPENSE**

Budget vs. Actual Finl Rpt <sup>1</sup>	2021-22	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22	Mar 22	Apr 22	May 22	Jun 22	Total Spent	Balance Left	% Spent
Arch Cape Water District	Budget	8%	17%	25%	33%	42%	50%	58%	53%	47%	83%	92%	100%			
2021-22	SD Hours %	54%	51%	55%	54%	57%	62%	50%	47%	53%				55%		
	Accounts %	54%	54%	54%	54%	54%	38%	50%	47%					54%		
Manager	82,030	6,858.76	6,858.76	6,858.76	6,858.76	6,858.76	6,858.76	6,858.76	6,858.76	6,859.21				61,729	20,301	75
Operator	61,936	5,066.44	4,942.19	4,859.36	5,190.68	4,900.78	4,859.36	4,638.48	4,417.60	5,163.07				44,038	17,898	71
FICA	10,822	912.28	902.77	896.44	921.78	899.60	896.44	879.54	862.64	868.99				8,040	2,782	74
Retirement	31,405	1,300.36	4,107.16	2,807.00	2,740.14	3.42	2,886.06	5,489.36	2,709.75	2,709.75				24,753	6,652	79
Med. Ins	35,500	2,763.52	2,763.52	2,763.52	2,763.52	2,763.52	2,898.24	2,898.24	2,898.24	3,088.85				25,601	9,899	72
Worker's Comp	3,300			26.94										27	3,273	1
<b>Total Personal Svc</b>	<b>224,994</b>	<b>16,901.36</b>	<b>19,574.40</b>	<b>18,212.02</b>	<b>18,474.88</b>	<b>15,426.08</b>	<b>18,398.86</b>	<b>20,764.38</b>	<b>17,746.99</b>	<b>18,689.87</b>				<b>164,189</b>	<b>60,805</b>	<b>73</b>
Administrative Services	29,706	2,439.00	2,439.00	2,439.00	2,439.00	2,439.00	2,474.00	2,439.00	2,800.00	2,300.00				22,208	7,498	75
Temporary Help	5,000						525.00							525	4,475	11
Clothing Allowance	850									130.80				131	719	15
Education	2,000			933.00			100.00			558.00				1,591	409	80
Travel	2,000													0	2,000	0
Office Supplies	1,500					150.06	1,210.92	202.59	474.66	132.00				2,170	(670)	145
Postage	1,600			481.28					224.90	418.40				1,125	475	70
Vehicle	3,000	321.77	206.57	189.29	174.22	258.54	176.42	317.46	55.95	162.82				1,863	1,137	62
SD Facilities Use Charges	3,600		3,375.00											3,375	225	94
Payroll Service	579			607.95										608	(29)	105
Liability & Property Insurance	7,063							7,258.00		(528.00)				6,730	333	95
Licenses	2,000													0	2,000	0
Maintenance	28,000	140.36	1,992.07	7,088.04	3,023.76	5,166.66	5,238.61	2,351.68	341.49	4,011.39				29,354	(1,354)	105
CIP Chemicals	5,000		2,314.72	3,612.14						566.18				6,493	(1,493)	130
Watershed	55,000			6,403.85	5,031.00		2,349.25	18,640.00	16.10	1,601.50				34,042	20,958	62
Dues / Taxes / Fees	900	363.68			406.61	75.00	329.30		(38.00)					1,137	(237)	126
Professional Services	5,700		96.00				96.00							192	5,508	3
Auditing	5,000													0	5,000	0
Legal Services	2,000			125.00			773.29		210.00					1,108	892	55
Notices	700													0	700	0
Utilities	10,000		1,261.45	760.12	710.37	801.26	751.01	3,254.37	3,408.99	854.80				11,802	(1,802)	118
<b>Total Materials &amp; Svc</b>	<b>171,198</b>	<b>3,264.81</b>	<b>11,684.81</b>	<b>22,514.67</b>	<b>11,909.96</b>	<b>8,890.52</b>	<b>14,023.80</b>	<b>34,463.10</b>	<b>7,494.09</b>	<b>10,207.89</b>				<b>124,454</b>	<b>46,744</b>	<b>73</b>
IFA Water Plant Upgrade : <sup>2</sup>	20,772					20,771.70								20,772	0	100
<b>Total Debt Service</b>	<b>20,772</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>20,772</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>20,772</b>	<b>0</b>	<b>100</b>
Capital Outlay	2,000													-		
<b>Tot Gen Fund Expenditures</b>	<b>418,963</b>	<b>20,166.17</b>	<b>31,259.21</b>	<b>40,726.69</b>	<b>30,384.84</b>	<b>45,088.30</b>	<b>32,422.66</b>	<b>55,227.48</b>	<b>25,241.08</b>	<b>28,897.76</b>				<b>309,414</b>	<b>109,549</b>	<b>74</b>
Contingency	60,000													0	60,000	0
Unappropriated Balance																
Operating Reserve	35,837															
Undesignated	56,545															
Total Unappropriated Bal	92,382															
Total Conting & Unapp Bal	152,382															
Total Requirements	571,345															
<b>Water District Accounts</b>	<b>294</b>	<b>294</b>	<b>295</b>	<b>295</b>	<b>295</b>	<b>295</b>	<b>295</b>	<b>295</b>	<b>295</b>	<b>295</b>						
<b>Sanitary District Accounts</b>	<b>345</b>	<b>345</b>	<b>346</b>	<b>346</b>	<b>346</b>	<b>346</b>	<b>346</b>	<b>346</b>	<b>346</b>	<b>346</b>						

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

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

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

**ARCH CAPE WATER DISTRICT**  
**Check Detail**  
**March 2022**

Type	Num	Date	Name	Memo	Paid Amount
Check	EFT	03/01/2022	CCC Enrollments	enrollment fee	
				enrollment fee	-558.00
TOTAL					-558.00
Check	EFT	03/07/2022	EZ Shipping Drop Off	Maintenance Shipping	
				Maintenance Shipping	-118.51
TOTAL					-118.51
Check	EFT	03/10/2022	USPS	Stamps	
				Stamps	-46.40
TOTAL					-46.40
Bill Pmt -Check	99	03/10/2022	CenturyLink	Phone/Internet Service	
Bill	503-4...	03/10/2022	Arch Cape Water District Arch Cape Sanitary District	Office Phone Office Phone	-73.61 -83.00
TOTAL					-156.61
Bill Pmt -Check	100	03/10/2022	CS&S	Monthly Offsite Back Up	
Bill	14245	03/10/2022	Arch Cape Sanitary District Arch Cape Water District	Monthly Offsite Back Up Monthly Offsite Back Up	-36.42 -32.30
TOTAL					-68.72
Bill Pmt -Check	101	03/10/2022	Industrial Systems	Maintenance-Scada System Work	
Bill	19.67....	03/10/2022	Arch Cape Sanitary District Arch Cape Water District	Maintenance-Scada System Work Maintenance-Scada System Work	-652.43 -578.57
TOTAL					-1,231.00
Bill Pmt -Check	102	03/10/2022	Jackson Oil	February 2022- Fuel	
Bill	14030	03/10/2022	Arch Cape Sanitary District Arch Cape Water District	February 2022- Fuel February 2022- Fuel	-81.96 -72.68
TOTAL					-154.64
Bill Pmt -Check	109	03/10/2022	Jigsaw Consulting Services	Contract Admin Assist Position	
Bill	1306	02/28/2022	Arch Cape Water District Arch Cape Water District Arch Cape Water District Arch Cape Sanitary District Arch Cape Sanitary District Arch Cape Sanitary District	Contract Admin Assist Position Contract Admin Assist Position Contract Admin Assist Position Contract Admin Assist Position Contract Admin Assist Position Contract Admin Assist Position	-1,076.71 -45.57 -51.87 -51.39 -58.49 -1,263.97
TOTAL					-2,548.00
Bill Pmt -Check	110	03/10/2022	Northwest Fire Extinguisher	Fire Extinguisher Service	
Bill	111679	03/10/2022	Arch Cape Water District Arch Cape Sanitary District	Fire Extinguisher Service Fire Extinguisher Service	-58.75 -66.25
TOTAL					-125.00
Bill Pmt -Check	111	03/10/2022	One Call Concepts	Maintenance-Locate ticket call-in	
Bill	09-00...	03/10/2022	Arch Cape Sanitary District Arch Cape Water District	Maintenance-Locate ticket call-in Maintenance-Locate ticket call-in	-2.54 -2.26
TOTAL					-4.80

**ARCH CAPE WATER DISTRICT**  
**Check Detail**  
**March 2022**

Type	Num	Date	Name	Memo	Paid Amount
<b>Bill Pmt -Check</b>	<b>112</b>	<b>03/10/2022</b>	<b>Pacific Power</b>	<b>Utilities</b>	
Bill	53438...	03/10/2022	Arch Cape Water District	11346931-008 1	-88.80
Bill	11346...	03/10/2022	Arch Cape Water District	Utilities	-549.51
TOTAL					-638.31
<b>Bill Pmt -Check</b>	<b>113</b>	<b>03/10/2022</b>	<b>Springboard Forestry</b>	<b>Inv #1138 Multi-Resource Forest Management Plan</b>	
Bill	1138	03/10/2022	Arch Cape Water District	Inv #1138 Multi-Resource Forest Management Plan	-1,472.50
TOTAL					-1,472.50
<b>Check</b>	<b>EFT32...</b>	<b>03/14/2022</b>	<b>ODS</b>	<b>Medical Insurance</b>	
				Medical Insurance	-2,707.63
TOTAL					-2,707.63
<b>Check</b>	<b>EFT</b>	<b>03/15/2022</b>	<b>Internal Revenue Service</b>	<b>Payroll taxes</b>	
				Payroll taxes	-2,828.58
TOTAL					-2,828.58
<b>Bill Pmt -Check</b>	<b>114</b>	<b>03/17/2022</b>	<b>Bob McEwan Construction</b>	<b>Inv#31297 Cottage Lane Blow Off Repair</b>	
Bill	31297	03/10/2022	Arch Cape Water District	Inv#31297 Cottage Lane Blow Off Repair	-1,473.26
TOTAL					-1,473.26
<b>Bill Pmt -Check</b>	<b>115</b>	<b>03/17/2022</b>	<b>Cascade Columbia Distribution</b>	<b>Chemicals</b>	
Bill	830655	03/10/2022	Arch Cape Water District	Chemicals	-566.18
TOTAL					-566.18
<b>Bill Pmt -Check</b>	<b>116</b>	<b>03/17/2022</b>	<b>LaserPrint</b>	<b>Inv# 53943 Forest Topographical Maps</b>	
Bill	53943	03/17/2022		Inv# 53943 Forest Topographical Maps	-129.00
TOTAL					-129.00
<b>Bill Pmt -Check</b>	<b>117</b>	<b>03/17/2022</b>	<b>NAPA Auto Parts</b>	<b>Maintenance-Blower Belts &amp; Vehicl -Washer Fluid</b>	
Bill	11076	03/10/2022	Arch Cape Water District	Maintenance-Blower Belts & Vehicl -Washer Fluid	-3.84
			Arch Cape Sanitary District	Maintenance-Blower Belts & Vehicl -Washer Fluid	-98.18
			Arch Cape Sanitary District	Maintenance-Blower Belts & Vehicl -Washer Fluid	-4.34
			Arch Cape Water District	Maintenance-Blower Belts & Vehicl -Washer Fluid	-87.06
TOTAL					-193.42
<b>Bill Pmt -Check</b>	<b>118</b>	<b>03/17/2022</b>	<b>SDIS</b>	<b>Medical/Dental Insurance</b>	
Bill	03-00...	03/10/2022	Arch Cape Water District	Medical/Dental Insurance	-179.17
			Arch Cape Sanitary District	Medical/Dental Insurance	-202.05
TOTAL					-381.22
<b>Bill Pmt -Check</b>	<b>119</b>	<b>03/17/2022</b>	<b>USA BlueBook</b>	<b>Maintenance</b>	
Bill	894565	03/17/2022	Arch Cape Water District	Water Maintenance	-87.42
			Arch Cape Sanitary District	Sanitary Maintenance	-98.58
			Arch Cape Sanitary District	Maintenance	-10.46
			Arch Cape Water District	Maintenance	-9.27
TOTAL					-205.73

**ARCH CAPE WATER DISTRICT**  
**Check Detail**  
**March 2022**

Type	Num	Date	Name	Memo	Paid Amount
<b>Bill Pmt -Check</b>	<b>120</b>	<b>03/17/2022</b>	<b>Walter E. Nelson</b>	<b>Soap &amp; Towels</b>	
Bill	479768	03/17/2022	Arch Cape Sanitary District Arch Cape Water District	Soap & Towels Soap & Towels	-66.37 -58.86
TOTAL					-125.23
<b>Bill Pmt -Check</b>	<b>121</b>	<b>03/17/2022</b>	<b>William J. MacLean</b>		
Bill	21520...	03/14/2022		Payroll 02-1-2022 - 02-15-2022 Chick & Gardner	-4,075.40
Bill	20223...	03/15/2022	Arch Cape Sanitary District Arch Cape Water District	Wages Wages	-2,185.91 -1,938.45
TOTAL					-8,199.76
<b>Check</b>	<b>EFT</b>	<b>03/17/2022</b>	<b>Columbia Bank</b>	<b>Deposit Adjustment for Darraough</b>	
				Deposit Adjustment for Darraough	-109.50
TOTAL					-109.50
<b>Check</b>	<b>EFT</b>	<b>03/22/2022</b>	<b>M &amp; N Clothing Astoria</b>	<b>Work clothes</b>	
				Work clothes	-130.80
TOTAL					-130.80
<b>Check</b>	<b>EFT</b>	<b>03/24/2022</b>	<b>WIX COM</b>	<b>web site ACF domain renewal 4 extensions</b>	
				web site ACF domain renewal 4 extensions	-324.00
TOTAL					-324.00
<b>Check</b>	<b>EFT</b>	<b>03/24/2022</b>	<b>Zoom</b>	<b>Group Mtg Software</b>	
				Group Mtg Software	-149.90
TOTAL					-149.90
<b>Bill Pmt -Check</b>	<b>130</b>	<b>03/31/2022</b>	<b>Jigsaw Consulting Services</b>	<b>Contract Admin Assist Position &amp; Postcard Stamps</b>	
Bill	1324	03/31/2022	Arch Cape Sanitary District Arch Cape Water District Arch Cape Water District Arch Cape Sanitary District	Contract Admin Assist Position & Postcard Stamps Contract Admin Assist Position & Postcard Stamps Contract Admin Assist Position & Postcard Stamps Contract Admin Assist Position & Postcard Stamps	-1,512.00 -120.32 -1,288.00 -135.68
TOTAL					-3,056.00
<b>Bill Pmt -Check</b>	<b>124</b>	<b>03/31/2022</b>	<b>William J. MacLean</b>	<b>Payroll 03-16-2022 - 03-31-2022 Chick &amp; Gardner</b>	
Bill		03/31/2022	Arch Cape Sanitary District Arch Cape Sanitary District Arch Cape Water District Arch Cape Water District	Payroll 03-16-2022 - 03-31-2022 Chick & Gardner Oregon Tax Adjustment Payroll 03-16-2022 - 03-31-2022 Chick & Gardner Payroll 03-16-2022 - 03-31-2022 Chick & Gardner	-2,444.16 -417.42 -2,167.46 -370.17
TOTAL					-5,399.21
<b>Check</b>		<b>03/31/2022</b>		<b>Service Charge</b>	
				Service Charge	-5.00
TOTAL					-5.00

## CRITICAL DATES SUMMARY

### Arch Cape Watershed – Clatsop County, OR

<b>Arch Cape Domestic Water Supply District, an Oregon special district (“Optionee”), and Onion Peak LLC, an Oregon limited liability company (“Optionor”)</b>				
<b>Event</b>	<b>Timeframe</b>	<b>Deadline</b>	<b>PSA Section</b>	<b>Notes/Action Needed</b>
Effective Date	--	5/29/2020	--	Date of final signature
Optionee to deliver Option Consideration (\$10,000)	10 business days from Effective Date	6/12/2020	§1.2	Complete
Optionee to deliver Deposit (2% of the \$4,690,000 Purchase Price)	10 business days following delivery of its first Exercise Notice to Optionor	9/15/2023 (assuming Exercise Notice on 9/1/2023)	§1.2	Now that the parties are targeting a June 1, 2022, Closing, the District should be readying plans to have the required 2% Deposit in the amount of \$93,800 available to deposit in escrow in the coming weeks
Option Term	Effective Date until December 31, 2023, or until Optionee delivers Termination Notice	--	§1.3	
Exercise Notice	Optionee to give written notice at least 120 days prior to December 31, 2023	9/1/2023	§1.4	Falls on Saturday 9/2/2023  Section 5.1 of the Option Agreement requires that Closing occur within 30 days following the delivery of the Exercise Notice to Seller, but the First Amendment to Timberlands Option and Purchase and Sale Agreement dated effective as of March 31, 2022 (the “ <b>First Amendment</b> ”) currently being executed by Optionor and Optionee provides that if the Exercise Notice is delivered by Optionee to Optionor by June 10, 2022, then the parties will make best efforts to close by June



				30, 2022, notwithstanding the 30-day closing period contemplated in §5.1. All indications are that the Exercise Notice will be delivered long before June 10, 2022; current target is week following Friday, April 22 (see Ben Dair Rothfuss notes on accompanying timeline issues below)
Initial Appraisal	No later than 120 days following the date of Exercise Notice	January 2, 2024	§1.6	Completed 11/26/2021 and approved by Optionor and Optionee by way of the First Amendment
Optionor to provide Optionee with Due Diligence materials	Within 15 business days following the Effective Date	6/19/2020	§2	Complete
Due Diligence Period	180 days following the Effective Date	11/25/2020	§2	Complete
Optionor to furnish Optionee with Title Commitment	Within 30 days following Effective Date	6/29/2020	§4.1.3	Complete
Title Review Period	60 calendar days after receipt of Commitment (or 10 business days after receipt of supplement/update)	8/28/2020	§4.1.3	Complete
Optionee's Title Defect Notice	Prior to expiration of Title Review Period	8/28/2020	§4.1.3	Complete
Optionor's Response to Optionee's Title Defect Notice	14 calendar days after receipt of Optionee's Notice	9/11/2020	§4.1.3	Complete
Optionee to waive Title Defects or terminate the Agreement	14 calendar days after Optionor declines or is deemed to have declined to cure any Title Defect	9/25/2020	§4.1.3	Complete

Optionee and its Board Approval of Appraisal and Purchase Price	Within 90 days after Optionee's receipt of the relevant Appraisal or amendment thereto	Effective as of March 31, 2022	§4.1.9	The First Amendment being signed by the parties includes mutual approval of the Appraisal and establishes a \$4,690,000 Purchase Price based thereon
Optionee to waive conditions or terminate Agreement	Within 5 business days after Optionor's delivery of a written request for such election	TBD	§4.1.11	
Optionor's approval of the Appraisal and Purchase Price	Within 90 days after Optionor's receipt of the relevant Appraisal or amendment thereto	Effective as of March 31, 2022	§4.2.2	Accomplished by way of the First Amendment
Optionor to waive conditions or terminate Agreement	Within 5 business days after Optionee's delivery of a written request for such election	TBD	§4.2.7	
Closing Date	Within 30 days after an Exercise Notice (& no later than 12 months after the initial Appraisal), and on or before January 31, 2024	TBD	§5.1	Target Closing Date on or before 6/30/2022  -Note from 4/12 meeting: Target Closing Date of 6/1 (see Ben Dair Rothfuss notes below). Per the terms of the First Amendment, if the Exercise Notice is delivered by Optionee to Optionor by June 10, 2022, then the parties will make best efforts to close by June 30, 2022, notwithstanding the 30-day closing period contemplated in §5.1

Optionee's Closing Deliveries		--	§5.2	<ul style="list-style-type: none"> <li>• Purchase Price</li> <li>• Two Counterpart Originals of Assignment and Assumption Agreement (Ex. B)</li> <li>• Title Company required documents (resolutions, etc.)</li> <li>• A Memorandum Regarding the Forest Legacy Funding to be prepared by and recorded in favor of the Oregon Department of Forestry ("ODF")</li> <li>• Closing statement</li> </ul>
Optionor's Closing Deliveries		--	§5.3	<ul style="list-style-type: none"> <li>• Special Warranty Deed (Ex. C) (with restrictions/reservation language in favor of ODF to be added prior to Closing, and certificate to be obtained from Clatsop County prior to recordation indicating that all real property taxes are paid and current)</li> <li>• Two counterpart originals of the Assignment</li> <li>• FIRPTA Certificate (Ex. D)</li> <li>• Title Company required documents</li> <li>• Owner's Affidavit</li> <li>• Closing statement</li> </ul>
Title Insurance Policy	At or within 15 days after Closing	TBD	§5.7	Optionor shall cause Title Company to deliver
Survival period	1 year following Closing Date	TBD	§9.1	2 years for provisions set forth in §§2, 6.3, 9.8, and 9.14

**Ben Dair Rothfuss Notes (4/12/2022)**

Notes

- Closing timeline discussion
  - Funding sources include Clatsop County (in escrow), ODF/USFS Forest Legacy (grant agreement in hand, but funds still with USFS), and ARPA (Business Oregon)
  - Goal is for a June 1st closing date (FYI, be sure to leave room for Memorial Day holiday and County quarterly commitments)
- Roles and Action Items
  - ODF
    - Prepare request this week [week beginning 4/11/2022] and ask for USFS to move forward up to the point of disbursement, pending Water District Board resolution 6pm April 21st
    - Funds come to ODF and then are sent to escrow via a check (business days to clear)
    - Aim for a June 1st closing date to avoid penalties
      - ODF Deed restrictions and deed form to be included in closing packet

Business Oregon

- Needs receipts to process funding disbursement requests
- 1 week for review of purchase and sale agreement
- 3-5 days for transfer  
Water District / Schwabe
- Exercise notice - accomplish in the week following Friday April 22nd
- Certificate from the county when the property goes off the tax rolls
  - Tax certificate and exemption needs to be accomplished in the weeks prior to closing date - If the seller pays at closing, then there will be a delay in getting the certificate.

**ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT**

**RESOLUTION 22-01 WD AND ORDER**

**Whereas**, the Arch Cape Domestic Water Supply District (the “District”) relies on Shark and Asbury Creeks for its water supply; and

**Whereas**, the water in Shark and Asbury Creeks is exposed to sediment and contaminants from intensive logging upon the lands containing the watershed (the “Watershed Lands”) which are currently owned by Onion Peak, LLC, an Oregon limited liability company (“Onion Peak”) and legally described in **Exhibit A** attached hereto; and

**Whereas**, owning the Watershed Lands will allow the District to significantly reduce water turbidity, sedimentation and contamination, improve the infrastructure of the watershed and the resiliency of the local forest as well as provide some revenue from sustainable forest management, protect threatened species, and allow recreational opportunities; and

**Whereas**, the District, as buyer, entered into a Timberlands Option and Purchase and Sale Agreement dated as of May, 2020, with Onion Peak, as seller, as may be amended from time to time (the “Option Agreement”), providing the District an option to purchase the Watershed Lands from Onion Peak or an affiliate at their appraised value; and

**Whereas**, the purchase price for the Watershed Lands has been determined by an independent qualified appraisal approved by the District and Onion Peak; and

**Whereas**, the District now has an opportunity to acquire the Watershed Lands through generous federal and state grants; and

**Whereas**, it is the best interests of the District to exercise its option at an appropriate time and in an appropriate manner, and to purchase, improve and own the Watershed Lands pursuant to said grants and the public interest;

**NOW, THEREFORE, BE IT:**

**RESOLVED AND ORDERED** that the District approves the transaction contemplated by the Option Agreement and all related documents contemplated or required thereunder or to be executed in connection therewith (collectively, the “Transaction Documents”), and authorizes its Officers and District Manager, with counsel, to take such steps as are necessary and appropriate to conclude the transaction contemplated in the Transaction Documents in accordance with all applicable grants; and

**RESOLVED AND ORDERED** that any one (1) of either Phillip A. Chick, the District Manager, Daniel J. Seifer, the acting President of the Board of Commissioners of the District, or any respective successor District Manager or President of the Board of Commissioners of the District, as applicable (each, an “Authorized Signatory Party”), are hereby authorized on behalf

of the District to: (a) execute and deliver any Transaction Documents in substantially the form as has been presented to the District Board of Commissioners (the "Board"), as may be reasonably modified by District and/or any other respective signatory parties prior to execution; (b) execute and deliver any documents required with regard to the grant funding being used for the acquisition of the Watershed Lands in substantially the form as has been presented to the Board, as may be reasonably modified by District and/or any other respective signatory parties prior to execution; and (c) take all further action reasonably necessary to effectuate the performance by District under any Transaction Documents or any documents required with regard to the grant funding being used for the acquisition of the Watershed Lands. The execution, acknowledgment and delivery of all such documents shall be conclusive evidence that the same have been authorized by the District through the Board; and

**RESOLVED AND ORDERED** that all actions taken by an Authorized Signatory Party, the Board or the District to date in connection with the foregoing resolutions, the Option Agreement, any Transaction Documents or any documents required with regard to the grant funding being used for the acquisition of the Watershed Lands, are hereby in all respects confirmed, ratified and approved

Adopted and signed this \_\_\_\_ day of \_\_\_\_\_, 2022

Daniel J. Seifer, President

\_\_\_\_\_

Attest \_\_\_\_\_

## EXHIBIT A

### Legal Description of Watershed Lands

#### PARCEL I:

All of the Southeast quarter; the East 550 feet of Government Lot 2; and those portions of Government Lots 3 and 4 described as follows:

Beginning at the Northeast corner of Government Lot 3; thence West on the North line of said Government Lot 3, a distance of 550.00 feet; thence Southeast to a point on the South line of said Government Lot 3 being 300.00 feet West of the Southeast corner of said Government Lot 3; thence Southwest to a point on the South line of Government Lot 4, being 1,000.00 feet West of the Southeast corner of said Government Lot 4; thence East a distance of 1,000.00 feet to the Southeast corner of said Government Lot 4; thence tracing the East line of said Government Lots 4 and 3 to the Point of Beginning, all in Section 18, Township 4 North, Range 10 West of the Willamette Meridian, County of Clatsop, State of Oregon.

#### PARCEL II:

Un-Surveyed Parcel 3 of PARTITION PLAT NO. 2010-020, in the North Half of Section 19, Township 4 North, Range 10 West of the Willamette Meridian, Clatsop County, Oregon, recorded November 5, 2010 as Instrument No. 201009566, records of Clatsop County, Oregon.

#### PARCEL III:

All of Section 20, Township 4 North, Range 10 West of the Willamette Meridian, in the County of Clatsop, State of Oregon.

#### PARCEL IV:

The North one-half of Section 29, Township 4 North, Range 10 West of the Willamette Meridian, in the County of Clatsop, State of Oregon.

EXCEPTING THEREFROM that portion described in that certain Special Warranty Deed dated March 20, 2003 from Weyerhaeuser Company to the Arch Cape Sanitary District, recorded March 25, 2003 under Instrument No. 200304128, records of Clatsop County, Oregon.

ALSO EXCEPTING THEREFROM that portion described in that certain Property Line Adjustment Deed dated September 27, 2004 from Weyerhaeuser Company to the Arch Cape Sanitary District, recorded September 27, 2004 under Instrument No. 200411589, records of Clatsop County, Oregon.

#### PARCEL V:

That portion of the E1/2 of Section 30, Township 4 North, Range 10 West of the Willamette Meridian, in the County of Clatsop, State of Oregon.

LESS AND EXCEPT the W1/2SW1/4SE1/4; and LESS AND EXCEPT that portion described in that certain Warranty Deed dated September 3, 1974, from Crown Zellerbach Corporation, as Grantor to the Arch Cape Service District, as Grantee, recorded September 6, 1974, in Book 400 at page 756, records of Clatsop County; and LESS AND EXCEPT that portion described in that certain Special Warranty Deed dated March 20, 2003, from Weyerhaeuser Company, as Grantor, to the Arch Cape Sanitary District, as Grantee, recorded March 25, 2003, under Instrument No. 200304128, records of Clatsop County; and LESS AND EXCEPT that portion described in that certain Property Line Adjustment Deed dated September 27, 2004, from Weyerhaeuser Company to the Arch Cape Sanitary District, recorded September 27, 2004, under Instrument No. 200411589, records of Clatsop County;

That lies North and West of the following properties:

The property described in that certain Warranty Deed dated September 3, 1974, from Crown Zellerbach Corporation, as Grantor to the Arch Cape Service District, as Grantee, recorded September 6, 1974, in Book 400 at page 756, records of Clatsop County; and The property described in that certain Special Warranty Deed dated March 20, 2003, from Weyerhaeuser Company, as Grantor, to the Arch Cape Sanitary District, as Grantee, recorded March 25, 2003, under Instrument No. 200304128, records of Clatsop County; and, also The property described in that certain Property Line Adjustment Deed dated September 27, 2004, from Weyerhaeuser Company to the Arch Cape Sanitary District, recorded September 27, 2004, under Instrument No. 200411589, records of Clatsop County.



**STATE OF OREGON  
CORONAVIRUS STATE FISCAL RECOVERY FUND  
GRANT AGREEMENT**

Contract Number: SR2228

Project Name: Arch Cape Forest Project

This grant agreement (“Contract”) is between the State of Oregon, acting through its Oregon Business Development Department (“OBDD”), and the Arch Cape Domestic Water Supply District (“Recipient”). This Contract becomes effective only when fully signed and approved as required by applicable law (“Effective Date”).

This Contract includes Exhibit A - Project Description and Budget and Reporting Requirements, and Exhibit B - Federal Award Information.

Pursuant to Oregon Laws 2021, chapter 669, section 196, OBDD is authorized to distribute grant funds from funds received by the State of Oregon under the federal American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (“ARPA SFRF” codified as 42 U.S.C. 802) for the purpose of constructing safe drinking water system improvements as more particularly described in Exhibit A (the “Project”).

**SECTION 1 - KEY TERMS**

The following capitalized terms have the meanings assigned below.

**Estimated Project Cost:** \$5,700,000.

**Grant Amount:** \$2,000,000.

**Project Completion Deadline:** 1 September 2026.

**SECTION 2 - FINANCIAL ASSISTANCE**

- A. OBDD shall provide Recipient, and Recipient shall accept from OBDD, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.
- B. Conditions Precedent. OBDD’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient; and
  - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- C. Obligation Deadline. Pursuant to the federal regulations for the Coronavirus State Fiscal Recovery Funds, at 31 C.F.R. Part 35, Recipient shall **obligate** Grant funds not later than 31 December 2024. An **obligation** is an order placed for property and services, as well as entering into contracts, subawards, and similar transactions that require payment. Grant funds may not be used for activities **obligated** after 31 December 2024, and any such activities are the sole responsibility of Recipient.
- D. Financing Availability. OBDD’s obligation to make, and Recipient’s right to request disbursements under this Contract terminates on 1 December 2026. Notwithstanding section 3.A., Grant funds may

not be used for, and the final disbursement must not include, activities occurring after 1 December 2026. Activities occurring after 1 December 2026 are the sole responsibility of Recipient.

- E. Unexpended Grant Funds. Any Grant funds that remain after all authorized disbursements or the date this Contract is terminated will be retained by the State of Oregon.
- F. Use of Grant funds. The Recipient shall use the Grant funds only for the activities and budget described in Exhibit A. Recipient may not transfer Grant funds among line items in the budget without the prior written consent of OBDD.
- G. Project Costs. The Recipient shall apply the Grant funds to actual, reasonable and necessary Project costs in accordance with the federal American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (codified as 42 U.S.C. 802), including all implementing regulations (31 CFR 35.1 et seq.) and other guidance promulgated by the U.S. Department of the Treasury and Oregon law, as applicable (“Project Costs”). Grant funds cannot be used for costs in excess of one hundred percent (100%) of the total Project Costs.

### SECTION 3 - DISBURSEMENT

- A. Reimbursement Basis. The Grant funds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Grant funds on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”). Recipient must submit a Disbursement Request for all costs incurred for each calendar quarter not later than ten days after the just-ended quarter. Recipient may submit Disbursement Requests more often than the quarterly deadlines as it deems necessary.
- B. Conditions to Disbursements. OBDD has no obligation to disburse Grant funds unless:
  - (1) OBDD has sufficient funds currently available for this Contract; and OBDD has received appropriations, limitations, allotments or other expenditure authority sufficient to allow OBDD, in the exercise of its reasonable administrative discretion, to make payment, and notwithstanding anything in the Contract, occurrence of such contingency does not constitute a default.
  - (2) OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Project Costs, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Coronavirus State Fiscal Recovery Fund and any implementing administrative rules and policies.
  - (3) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Grant, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project as described in the Estimated Project Cost in section 1.
  - (4) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
  - (5) All other conditions precedent under this Contract are met.

(6) There is no Event of Default by Recipient.

C. Disbursement Request Deadline. The Recipient must submit its **final Disbursement Request to OBDD not later than 1 December 2026**.

<b>SECTION 4 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT</b>
--

Recipient represents and warrants to OBDD as follows:

A. Organization and Authority.

- (1) Recipient is an Oregon Special District validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Contract and incur and perform its obligations under this Contract.
- (3) This Contract has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.
- (4) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with their terms.

B. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement or instrument to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

C. Full Disclosure. Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Contract. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit A, is true and accurate in all respects.

D. Pending Litigation. Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Contract.

E. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the undertaking and completion of the Project.

## SECTION 5 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws.
- (1) Compliance with Coronavirus State Fiscal Recovery Fund. Recipient will comply with the terms, conditions and requirements of the federal American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (codified as 42 U.S.C. 802), including all implementing regulations (31 CFR 35.1 et seq.) and other guidance promulgated by the U.S. Department of the Treasury.
  - (2) Recipient, in its performance of all obligations required by this Contract, will comply with the requirements of all other applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
  - (3) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.
- C. Federal Audit Requirements. The Grant is federal financial assistance, and the associated Assistance Listings number is 21.027. Recipient is a subrecipient.
- (1) If Recipient receives federal funds in excess of \$750,000 in Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to OBDD a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OBDD the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.
  - (2) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit must not be charged to the funds received under this Contract.
  - (3) Recipient shall save, protect and hold harmless OBDD from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.
- D. System for Award Management. Recipient must comply with applicable requirements regarding the federal System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.
- E. Employee Whistleblower Protection. Recipient must comply, and ensure the compliance by subcontractors or subrecipients, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Recipient must inform subrecipients, contractors and employees, in

writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

- F. Compliance with 2 CFR Part 200. Recipient must comply with all applicable provision of 2 C.F.R. Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, including the Procurement, Cost Principles and Single Audit Act requirements.
- G. Federal Employment. OBDD’s payments to Recipient under this Grant will be paid by funds received by OBDD from the United States Federal Government. Recipient, by signing this Grant certifies neither it nor its employees, contractors, subcontractors or subrecipients who will administer this Contract are currently employed by an agency or department of the federal government.
- H. Project Completion Obligations. Recipient shall:
- (1) Provide OBDD with copies of all plans and specifications relating to the Project, and a timeline for the bidding/award process, at least ten (10) days before advertising for bids.
  - (2) Provide a copy of the bid tabulation and notice of award to OBDD within ten (10) days after selecting a construction contractor.
  - (3) Permit OBDD to conduct inspection of the Project at any time.
  - (4) Complete the Project using its own fiscal resources or money from other sources to pay for any Project Costs in excess of the total amount of financial assistance provided pursuant to this Contract.
  - (5) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
  - (6) No later than the Project Completion Deadline, provide OBDD with a final project completion report on a form provided by OBDD, including Recipient’s certification that no further disbursements are needed.
  - (7) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.
- I. Prevailing Wage Requirements. The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state “PWR”), or, when applicable, 40 U.S.C. 3141 et seq. (federal “Davis-Bacon Act”). Recipient shall comply with PWR, specifically:
- (1) Determine when PWR or Davis-Bacon Act apply.
  - (2) Require its contractors and subcontractors to pay the applicable PWR or Davis-Bacon Act rates.
  - (3) Comply with all other Oregon Bureau of Labor and Industries (“BOLI”) requirements, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board.
  - (4) Pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project.
  - (5) Unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Recipient is a “public body” and the Project is a “qualified project,” as those terms are defined in Section

17(3) of Oregon Laws 2021, chapter 678, Recipient shall require each contractor in a contract with an estimated cost of \$200,000 or greater to:

- a. Enter into a project labor agreement that, at a minimum, provides for payment of wages at or above the prevailing rate of wage.
- b. Employ apprentices to perform 15 percent of the work hours that workers in apprenticeable occupations performed under the contract, in a manner consistent with the apprentices' respective apprenticeship training programs.
- c. Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent of total work hours performed by individuals in one or more of those groups.
- d. Require any subcontractor with a subcontract has an estimated cost of \$200,000 or greater to perform the requirements set forth in subparagraphs a, b, and c above.

- (6) Recipient represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.
- (7) Pursuant to ORS 279C.817, Recipient may request that the Commissioner of BOLI make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840.

J. Professional Responsibility. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for any construction design for the Project. The Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.

K. Operation and Maintenance of the Project. Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long-term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements for not less than ten years following the Project Completion Deadline. On or before the Project Completion Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.

L. Insurance, Damage. For a period of not less than ten years following the Project Completion Deadline, the Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from exerting a defense against any party other than OBDD, including a defense of immunity.

- M. Books and Records; Inspections; Information. The Recipient shall keep accurate books and records and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient. The Recipient shall permit OBDD, the federal government and their duly authorized representatives, and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. The Recipient shall supply any related reports and information as OBDD may reasonably require, including cooperation with OBDD to provide all necessary financial information and records to comply with CSFRF reporting requirements, as well as provide OBDD the reporting required in Exhibit A.
- N. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Grant for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Completion Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- O. Notice of Event of Default. Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- P. Indemnity. To the extent authorized by law, Recipient shall defend, indemnify, save and hold harmless the State of Oregon, OBDD, and their officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards, including but not limited to costs, expenses, and attorneys' fees incurred (collectively, "Claims"), related to any actual or alleged act or omission by Recipient, or its officers, employees, agents or contractors, that is related to this Project. Notwithstanding the foregoing, neither Recipient nor any attorney engaged by Recipient may defend any Claim in the name of the State of Oregon, nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Recipient settle any Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Recipient will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice. The provisions of this section are not to be construed as a waiver by the State of Oregon or OBDD of any immunity, defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon. If attorney fees are awarded to Recipient, such attorney fees shall not exceed the rate charged to OBDD by its attorneys.
- Q. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to "aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses..." OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at [https://www.oregonlegislature.gov/bills\\_laws/ors/ors200.html](https://www.oregonlegislature.gov/bills_laws/ors/ors200.html). Additional resources are provided by the Governor's Policy Advisor for Economic and Business Equity. Also, the Certification

Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.

#### SECTION 6 - DEFAULT

Any of the following constitutes an “Event of Default”:

- A. **Misleading Statement.** Any material false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant.
- B. **Failure to Perform.** Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this Section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.
- C. **OBDD Default.** OBDD fails to perform any obligation required under this Contract and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to OBDD by Recipient. Recipient shall agree in writing to an extension of time if it reasonably determines OBDD instituted and has diligently pursued corrective action.

#### SECTION 7 - REMEDIES

- A. **OBDD Remedies.** Upon the occurrence of an Event of Default, OBDD may pursue any remedies available under this Contract, at law or in equity. Such remedies include, but are not limited to, termination of OBDD’s obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from OBDD. If, as a result of an Event of Default, OBDD demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon OBDD’s demand. OBDD may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. OBDD reserves the right to turn over any unpaid debt under this Section 7 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.
- B. **Recipient Remedies.** In the event of default by OBDD, Recipient’s sole remedy will be for disbursement of Grant funds as required and eligible under this Contract, not to exceed the total Grant Amount, less any claims OBDD has against Recipient.

#### SECTION 8 - TERMINATION

In addition to terminating this Contract upon an Event of Default as provided in Section 7, OBDD may terminate this Contract with notice to Recipient under any of the following circumstances:

- A. If OBDD anticipates a shortfall in applicable revenues or OBDD fails to receive sufficient funding, appropriations or other expenditure authorizations to allow OBDD, in its reasonable discretion, to continue making payments under this Contract.



- B. There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

This Contract may be terminated at any time by mutual written consent of the parties.

**SECTION 9 - MISCELLANEOUS**

- A. No Implied Waiver. No failure or delay on the part of OBDD to exercise any right, power, or privilege under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon’s sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- C. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses listed below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender’s receipt of confirmation generated by the recipient’s email system that the notice has been received by the recipient’s email system or 2) the recipient’s confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD:                                      Assistant Director, Economic Development  
Oregon Business Development Department  
775 Summer Street NE Suite 200  
Salem OR 97301-1280

If to Recipient: District Manager  
Arch Cape Domestic Water Supply District  
32065 East Shingle Mill Lane  
Arch Cape, OR 97102

- D. Amendments. This Contract may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Severability. If any provision of this Contract will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- F. Successors and Assigns. This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of OBDD.
- G. Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- H. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- I. No Third-Party Beneficiaries. OBDD and Recipient are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- J. Survival. The following provisions, including this one, survive expiration or termination of this Contract: Sections 5, 6, 7, 9.B, 9.C, and 9.L.
- K. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- L. Public Records. OBDD's obligations under this Contract are subject to the Oregon Public Records Laws.

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



**STATE OF OREGON**  
acting by and through its Oregon  
Business Development Department



**ARCH CAPE DOMESTIC WATER SUPPLY  
DISTRICT**

By: \_\_\_\_\_  
Chris Cummings, Assistant Director  
for Economic Development

By: \_\_\_\_\_  
Daniel J. Seifer, President

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

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

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

\_\_\_\_\_  
/s/ Ben Eckstein per email dated 30 March, 2022  
Ben Eckstein, Assistant Attorney General

**EXHIBIT A**  
**PROJECT DESCRIPTION AND BUDGET AND REPORTING REQUIREMENTS**

**Project Description:**

The Recipient will acquire approximately 1,441 acres of forest land in the source water assessment area and complete the following activities:

- Acquire 1,441 acres of forestland.
- Publish an operations plan to complement the forest management plan and financial plan.
- Conduct a road inventory and aquatic enhancement survey.
- Begin watershed restoration activities as identified in the Plan, including road stabilization, and culvert, stream crossing and drainage improvements necessary to protect water quality.
- Establish communications plan for stakeholders.

Project Budget Line Items	ARPA SFRF Funds	Other Funds	Total
Construction (culvert replacement, stream crossing and road repairs)	\$900,000	\$100,000	\$1,000,000
Legal Fees	\$0	\$100,000	\$100,000
Permitting Fees	\$100,000	\$0	\$100,000
Land Acquisition	\$1,000,000	\$3,500,000	\$4,500,000
<b>TOTAL</b>	<b>\$2,000,000</b>	<b>\$3,700,00</b>	<b>\$5,700,000</b>

**Reporting Requirements:**

Report Name	Frequency	Due Dates
Quarterly Report	Quarterly	April 10 <sup>th</sup> , July 10 <sup>th</sup> , October 10 <sup>th</sup> , January 10 <sup>th</sup>
Annual Report	Annually	January 10, 2022; July 10 <sup>th</sup> annually thereafter

**Quarterly Reports**

Recipient shall submit Quarterly Reports to OBDD which must include such information as is necessary for OBDD to comply with the reporting requirements established by 42 U.S.C. 802, guidance issued by the U.S. Treasury, and 2 CFR Part 200 (known as the “Super Circular”). The reports must be submitted using a template provided by OBDD that includes, but is not limited to the following information:

1. Expenditure Reporting Template
  - a) Quarterly Obligation Amount
  - b) Quarterly Expenditure Amount

- c) Projects
  - d) Primary Location of Project Performance
  - e) Detailed Expenditures (categories to be provided by OBDD)
2. Project Status Update
- a) Status of Project: not started, completed less than 50 percent, completed 50 percent or more, completed.
  - b) Progress since last update including Project outputs and achieved outcomes.
  - c) Identification of barriers/risks to outcomes and a description of actions taken to mitigate delays/risks to the overall Project goal.
  - d) Optional: Share with OBDD community outreach/engagement or other positive local news stories.

### **Annual Reports**

Recipient shall submit to OBDD an annual report. The annual reports must be submitted using a template provided by OBDD that includes, but is not limited to the following information:

1. How the Project is Promoting Equitable Outcomes
2. How the Project is Engaging with the Community

**EXHIBIT B – FEDERAL AWARD INFORMATION  
REQUIRED BY 2 CFR 200.332(A)(1)**

Federal Award Identification:

- (i) Subrecipient\* name (which must match registered name in DUNS): Arch Cape Domestic Water Supply District
- (ii) Subrecipient’s DUNS number: 832079037
- (iii) Federal Award Identification Number (FAIN): SLFRP4454
- (iv) Federal Award Date: July 23, 2021
- (v) Sub-award Period of Performance Start and End Date: Effective Date of Contract through 31 December 2026
- (vi) Total Amount of Federal Funds Obligated by this Contract: \$2,000,000
- (vii) Total Amount of Federal Funds Obligated by this initial Contract and any amendments: \$2,000,000
- (viii) Total Amount of Federal Award to the pass-through entity: \$2,648,024,988.20
- (ix) Federal award project description: The state fiscal recovery funds program authorized by the American Rescue Plan Act provides funding to support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control; replace lost revenue for eligible state, local, territorial, and tribal governments to strengthen support for vital public services and help retain jobs; support immediate economic stabilization for households and businesses; to make necessary investments in water, sewer, and broadband infrastructure; and cover the cost of other eligible activities.
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
  - (a) Name of Federal awarding agency: U.S. Department of the Treasury
  - (b) Name of pass-through entity: Oregon Business Development Department
  - (c) Contact information for awarding official of the pass-through entity:
- (xi) CFDA Number and Name: 21.027 American Rescue Plan Act Coronavirus State Fiscal Recovery Fund  
Amount: \$2,000,000
- (xii) Is Award R&D? No
- (xiii) Indirect cost rate for the Federal award: N/A

\* For the purposes of this Exhibit B, “Subrecipient” refers to Recipient and “pass-through entity” refers to OBDD.

**Authorized Signature Card for Cash Payments on Oregon Business Development Department Awards**

<b>Recipient</b>	<b>Project Number</b>
<b>Signatures of Delegated Authorized Individuals to Request Payments</b> (Two signatures are required to request disbursement of funds)	
_____ Typed Name and Title  (1) a _____ Signature (Highest Elected Official must <b>not</b> sign here)	_____ Typed Name and Title  (1) b _____ Signature (Highest Elected Official must <b>not</b> sign here)
<b>Additional Signatures (if desired)</b>	
_____ Typed Name and Title  (1) c _____ Signature (Highest Elected Official must <b>not</b> sign here)	_____ Typed Name and Title  (1) d _____ Signature (Highest Elected Official must <b>not</b> sign here)
<b>I certify that the signatures above are of the individuals authorized to draw funds for the cited project.</b>  _____ Typed Name, Title and Date  (2) _____ Signature of Highest Elected Official or duly authorized official for the Recipient (Must <b>not</b> be listed in item (1) a through (1) d above)	<b>Agency Use Only: Date Received:</b>    

Oregon Business Development Department/Authorized Signature Card

**Preparation of the Authorized Signature Card Form:** If a mistake is made, or a change is necessary during the preparation of the signature card form, please prepare a new form, since erasures or corrections of any kind will not be acceptable. If you want to change individuals authorized to draw funds from the project, then please submit a new signature card. Any updated signature card will replace the previous one, so please be sure to include the names of all authorized individuals.

**Item # Explanation**

- (1) a-d Type the names and titles, and provide the signatures of the officials of your organization who are authorized to make draws on project funds. (Note: **Two** signatures are required. We recommend showing three or four signatures to allow adequate signature coverage.)
- (2) Enter the typed name, title, date and signature of the Highest Elected Official, or other official duly authorized by the governing body of the Recipient, certifying the authenticity of the signatures of individuals listed in Item (1) a through (1) d. The person signing here **must not be listed in Item (1) a through d.**
- (3) Leave blank—Oregon Business Development Department will sign here.

Complete one form and return it to: Oregon Business Development Department  
 775 SUMMER ST NE STE 200  
 SALEM OR 97301-1280

**ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT**

**RESOLUTION 22-02 WD**

**A RESOLUTION TO AMEND THE 2021-22 FISCAL YEAR BUDGET**

**Whereas**, the 2021-22 FISCAL YEAR BUDGET was duly authorized and adopted by Resolution 21-05 WD on May 21, 2021; and

**Whereas**, ORS 294.463 **authorizes** transfers of appropriations within a fund; and

**Whereas**, through the course of routine operations, conditions that were not known at the time the budget was prepared have occurred that require adjustments to the adopted budget for the replacement of treatment membranes; and

**Whereas**, the Board of Directors have determined that transferring appropriations is advisable.

**NOW, THEREFORE**, be it resolved the ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT to amend the 2021-22 budget as follows:

Transfer appropriations of \$37,000 from Contingency to Materials & Services.

Adopted and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Daniel J. Seifer, President

Attest \_\_\_\_\_

\_\_\_\_\_



**ARCH CAPE DOMESTIC WATER  
SUPPLY DISTRICT  
RESOLUTION 22-03 WD**

**A RESOLUTION AUTHORIZING A SOLE SOURCE CONTRACT BETWEEN  
THE ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT AND WESTECH  
FOR THE PURCHASE OF WATER TREATMENT MEMBRANES**

**Whereas**, pursuant to ORS 279B.075 it is the finding of the District that WESTECH is the sole provider of membranes compatible with the current water treatment plant employed by the Arch Cape Domestic Water Supply District; and,

**Whereas**, this equipment directly interfaces with the existing equipment at the Arch Cape treatment facility; and

**Whereas**, the District has maintained replacement parts and gained experience in operation and maintenance of the WESTECH membrane plant since construction of the treatment facility in 2014; and,

**NOW, THEREFORE**, be it resolved pursuant to ORS 279B.075 it is the finding of the ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT that for reasons of equipment compatibility, experience, and performance that WESTECH be designated as the sole source provider for the District's procurement of filtration membranes for the water treatment facility.

Adopted and signed this 21<sup>st</sup> day of April, 2022.

\_\_\_\_\_  
Daniel J. Seifer, President

Attest \_\_\_\_\_



# Field Service and Replacement Modules

Arch Cape, OR

**Customer**  
Phil Chick  
Arch Cape WTP  
philchickacutil@gmail.com

**Furnished by**  
Lindsay Housley  
lhousley@westech-inc.com  
(801) 290-6404

Dan Dye  
ddye@westech-inc.com  
(801) 290-5633



WesTech Proposal: 20900A\_Replacement  
Modules and Field Service  
April 6, 2022

# Process Equipment Scope of Services

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## Replacement Toray Modules

WesTech can provide new Toray HFU-2020AN ultrafiltration modules when the existing modules reach the end of their useful life. Modules are currently in stock in Poway, CA because a shipment was just delivered. Module availability isn't as constant as it previously was, so purchasing modules soon is advised.

10 total modules will be supplied to replace the existing HFS-2020N modules onsite. The HFU-2020AN is the current model that is already approved by Oregon Health Authority, and WesTech will assist with any required calculations or updated information OHA may request for the current module version.

**Freight:** FOB Shipping point with freight prepaid and added to the total.

## Field Service for Module Installation Assistance

WesTech can provide on-site field service support to assist with module removal, and installation of the new modules onsite.

WesTech is pleased to offer a field service trip that includes the following services, as needed:

- One (1) Trip and One (1) Day onsite for a qualified WesTech representative
- Assistance with existing module removal
- Assistance with draining new modules
- Assistance with installation of new modules
- UF system pressure decay test
- Operator training refresher
- With upfront notice, WesTech would be happy to complete other service and maintenance items as requested

The estimated time to complete the service is eight (8) hours per person. At least one other person from Arch Cape will be required to assist with module installation, so 2 – 3 people are onsite assisting. For the agreement, a qualified field technician will travel to the jobsite, spend time onsite, followed by return travel.

This agreement is flexible and additional days onsite or other provisions may be added as requested. Please let us know if there are other items to be added or modified in this proposed agreement. We look forward to continue working with you.

## Field Service Policy

Services of a WesTech Engineering, LLC Field Service Representative are available for supervision of installation, startup, troubleshooting, equipment tuning, and post startup service as required. These services are provided on a per diem or contract basis.

<b>Rates:</b>	<b>North America</b>	<b>International</b>
Field Service Technician	\$1,200.00 per day	\$1,600.00 per day
Engineer/Programmer	\$1,450.00 per day	

All rates are quoted straight time and portal-to-portal

Within the 50 United States and Territories, straight time rates are for eight-hour days. Straight time is defined as time worked on a regular schedule of eight (8) hours per day (minimum) between Monday through Friday on an agreed upon schedule between 7:00am and 9:00pm.

Report preparation time will be billed at \$100.00 per hour. This is typical when Process Startup or Equipment/Process Evaluation has been purchased. Trip preparation time including project familiarization, calculations, reports, etc., will also be billed at \$100.00 per hour.

Overtime is defined as time worked in excess of eight (8) hours per day or worked outside the hours as specified above. Overtime will be charged at 1.5 times straight time rates.

Holiday work and travel during holidays will be charged at double the straight time rates. Holidays are defined as any day observed by WesTech Engineering, LLC as a holiday, Saturday, and Sunday.

Travel time, other than Holiday travel, is charged at the daily straight time rate.

### Expenses:

Living, airfare, and travel expenses will be charged at actual cost plus 10% for both domestic and international travel. Items over \$25.00 will include attached receipts. Actual mileage will coincide with the Standard Mileage Rate of the IRS for portal to portal when a personal vehicle is used. The site is <https://www.irs.gov/tax-professionals/standard-mileage-rates>, for current business rates.

Hotel accommodations will be recommended by the customer and agreed upon by WesTech Engineering, LLC. Should the customer not designate accommodations, WesTech Engineering LLC will provide mid-level accommodations depending on the area. Rental vehicles will be a minimum of "mid-size" status.

### Authorization:

The authorization of WesTech Engineering, LLC to provide service is limited to the amount of the purchase order as issued by the customer. The customer will be informed when allocated monies have expired and will be provided an estimate for remaining services, if any. Additional services can be performed with verbal authorization.

### **Invoicing / Payment:**

Invoices will be rendered on a post job, bi-monthly, or otherwise agreed upon basis. Payment terms are net fifteen (15) days from the date of invoice.

### **Responsibility:**

The Field Service Representative shall act in an advisory and consulting capacity to interpret drawings and/or other printed material and recommend sequence of work in construction, installation, startup, troubleshooting, and repair services.

Unless specified in writing to the contrary, the customer or his designate shall supply all labor, materials, tools, equipment, and facilities necessary for the execution of work.

The Field Service Representative may at prior request by the customer provide a daily log of activities.

### **General:**

The customer shall be solely responsible for complying with all applicable local, state, and federal codes and standards.

Any charges incurred by WesTech as a result of a customer's request to cancel or change a service trip will be added to the invoice.

For air travel, two weeks advance notice is required. For international travel, the greater of visa procurement time or two weeks notice is required prior to the trip departure date.

Rates are subject to change at any time.

# Commercial Proposal

Proposal Name: Arch Cape  
 Proposal Number: 20900A\_Module Replacement and Installation Assistance Service  
 Wednesday, April 06, 2022

## 1. Bidder's Contact Information

Company Name	WesTech Engineering, LLC
Primary Contact Name	Lindsay Housley
Phone	801.265.1000
Email	lhousley@westech-inc.com
Address: Number/Street	3665 S West Temple
Address: City, State, Zip	Salt Lake City, UT 84115

## 2. Firm Pricing

Currency: US Dollars

### Scope of Supply

A	(10) Replacement Toray HFU-2020AN Ultrafiltration Modules Includes One (1) Day onsite for Module Installation Assistance	\$33,500
	Taxes (sales, use, VAT, IVA, IGV, duties, import fees, etc.)	Not Included

Prices are valid for a period not to exceed 30 days from date of proposal.

### Additional Field Service

	Daily Rate (Applicable Only to Field Service Not Included in Scope)	\$1,200
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Pricing does not include field service unless noted in scope of supply, but is available at the daily rate plus expenses. The greater of a two week notice or visa procurement time is required prior to departure date. Our field service policy can be provided upon request for more details.

## 3. Payment Terms (Can be negotiated)

Modules and Completion of Service Trip	50% with PO, 50% with Completion of Service Trip
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All payments are net 15 days. Partial shipments are allowed. An approved Letter of Credit is required if Incoterms CIF, CFR, DAP, CIP, or CPT are applicable. Payment is required in full for all other Incoterms prior to international shipment. Other terms per WesTech proforma invoice. Please note that the advising bank must be named as: Wells Fargo Bank, International Department, 9000 Flair Drive, 3rd Floor, El Monte, California 91731, USA.

## 4. Schedule

Estimated Availability	Modules currently in Stock in California; future availability not certain
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\*Customer submittal approval is typically required to proceed with equipment fabrication and is not accounted for in the schedule above. Project schedule will be extended to account for time associated with receipt of customer submittal approval.

## 5. Freight, If Applicable

Domestic	FOB Shipping Point - Prepaid and Added (FSP-PPA)	
<b>From</b>	<b>Final Destination</b>	<b>Number of Trucks or Containers</b>
WesTech Shops	Arch Cape, OR	1

**Terms & Conditions:** This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

**Escalation:** If between the proposal date and actual procurement and through no fault of the Seller, the relevant cost of labor, material, freight, tariffs, and other Seller costs combined relating to the contract, increase by greater than 2.5% of the overall contract price, then the contract price shall be subject to escalation and increased. Such increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index, and in both cases without any additional profit or margin being added.

# Terms and Conditions

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering, LLC. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

**1. SPECIFICATIONS:** WesTech Engineering, LLC is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

**2. ITEMS INCLUDED:** This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

**3. PARTIES TO CONTRACT:** WesTech Engineering, LLC is not a party to or bound by the terms of any contract between WesTech Engineering, LLC's customer and any other party. WesTech Engineering, LLC's undertakings are limited to those defined in the contract between WesTech Engineering, LLC and its direct customers.

**4. PRICE AND DELIVERY:** All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WesTech Engineering, LLC or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WesTech Engineering, LLC of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering, LLC shall constitute acceptance by Purchaser, relieving WesTech Engineering, LLC of any liability for shipping damages or shortages.

**5. PAYMENTS:** All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WesTech Engineering, LLC is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

**6. PAYMENT TERMS:** Credit is subject to acceptance by WesTech Engineering, LLC's Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering, LLC, in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering, LLC may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering, LLC until such payment has been received.

**7. ESCALATION:** If between the proposal date and actual procurement and through no fault of the Seller, the relevant cost of labor, material, freight, tariffs, and other Seller costs combined relating to the contract, increase by greater than 2.5% of the overall contract price, then the contract price shall be subject to escalation and increased. Such increase shall be verified by

documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index, and in both cases without any additional profit or margin being added.

**8. APPROVAL:** If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering, LLC supplying any equipment shall be such complete approval.

**9. INSTALLATION SUPERVISION:** Prices quoted for equipment do not include installation supervision. WesTech Engineering, LLC recommends and will, upon request, make available, at WesTech Engineering, LLC's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by WesTech Engineering, LLC or installed in accordance with WesTech Engineering, LLC's instructions, and inspected and accepted in writing by WesTech Engineering, LLC, rests entirely with Purchaser; and any work performed by WesTech Engineering, LLC personnel in making adjustment or changes must be paid for at WesTech Engineering, LLC's then current per diem rates plus living and traveling expenses.

WesTech Engineering, LLC will supply the safety devices described in this proposal or shown in WesTech Engineering, LLC's drawings furnished as part of this order but excepting these, WesTech Engineering, LLC shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless WesTech Engineering, LLC from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by WesTech Engineering, LLC or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

**10. ACCEPTANCE OF PRODUCTS:** Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering, LLC within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by WesTech Engineering, LLC unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

**11. TAXES:** Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

**12. TITLE:** The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering, LLC until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering, LLC's title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering, LLC may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering, LLC may suffer from any cause.

**13. INSURANCE:** From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering, LLC's benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.



**14. SHIPMENTS:** Any shipment of delivery dates recited represent WesTech Engineering, LLC's best estimate but no liability, direct or indirect, is assumed by WesTech Engineering, LLC for failure to ship or deliver on such dates.

WesTech Engineering, LLC shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering, LLC may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from WesTech Engineering, LLC that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering, LLC incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than WesTech Engineering, LLC or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering, LLC's reasonable control and occurring at a location other than WesTech Engineering, LLC or its supplier's shipping points, WesTech Engineering, LLC assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering, LLC may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

**15. WARRANTY:** WesTech Engineering, LLC warrants equipment it supplies only in accordance with the attached WesTech Warranty. This warranty is expressly given by WesTech and accepted by purchaser in lieu of all other warranties whether written, oral, express, implied, statutory or otherwise, including without limitation, warranties of merchantability and fitness for particular purpose. WesTech neither accepts nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever. The purchaser's exclusive and only remedy for breach of this warranty shall be the repair and or replacement of the defective part or parts within a reasonable time of WesTech's accepting the validity of a warranty claim made by the purchaser.

**16. PATENTS:** WesTech Engineering, LLC agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering, LLC is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering, LLC needed information, assistance, and authority to enable WesTech Engineering, LLC so to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering, LLC shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license

to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering, LLC will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at WesTech Engineering, LLC's request. The foregoing states the entire liability of WesTech Engineering, LLC, with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering, LLC assumes no responsibility for process patent infringement.

**17. SURFACE PREPARATION AND PAINTING:** If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering, LLC will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. WesTech Engineering, LLC assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

Motors, gear motors, and other components not manufactured by WesTech Engineering, LLC will be painted with that manufacturer's standard paint system. It is WesTech Engineering, LLC's intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering, LLC encourages the Purchaser to order these components without primer.

WesTech Engineering, LLC's prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering, LLC requests that Purchaser's order advise of the paint selection. WesTech Engineering, LLC will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

**18. CANCELLATION, SUSPENSION, OR DELAY:** After acceptance by WesTech Engineering, LLC, this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering, LLC to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering, LLC's plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

**19. FORCE MAJEURE:** Neither party hereto shall be liable to the other for default or delay in delivery caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, act of government, pandemic, delay of carriers, failure of normal sources of supply, complete or partial shutdown of plant by reason of inability to attain sufficient raw materials or power, and/or other similar contingency beyond the reasonable control of the respective parties. The time for delivery specified herein shall be extended during the continuance of such conditions, or any other cause beyond such party's reasonable control. Escalation resulting from a Force Majeure event shall be equitably adjusted per the escalation policy stated above.

**20. RETURN OF PRODUCTS:** No products may be returned to WesTech Engineering, LLC without WesTech Engineering, LLC's prior written permission. Said permission may be withheld by WesTech Engineering, LLC at its sole discretion.

**21. BACKCHARGES:** WesTech Engineering, LLC will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering, LLC furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering, LLC purchase order, or work requisition signed by WesTech Engineering, LLC.

**22. INDEMNIFICATION:** Purchaser agrees to indemnify WesTech Engineering, LLC from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

**23. ENTIRE AGREEMENT:** This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

**24. MOTORS AND MOTOR DRIVES:** In order to avoid shipment delays of WesTech Engineering, LLC equipment, motors and drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

**25. EXTENDED STORAGE:** Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

**26. LIABILITY:** Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of \$100,000 USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering, LLC against which a claim is sought.

**27. ARBITRATION NEGOTIATION:** Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: \_\_\_\_\_

Customer Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

WATER DISTRICT:

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

The pedestrian bridge across Asbury Creek has been fabricated (photos attached). We will be replacing the valves at the bridge this week, repositioning them further north and south in preparation for the bridge construction which will occur in May. The water line will be attached underneath the bridge at a later date after construction. Homeowners in the area have been notified of potential water service interruption that will occur during the work.

Clatsop County has begun grading the public gravel roads in Arch Cape. They will be here all through the week of 4/18 and possibly into the following week.

Teri Fladstol and I have been working together on developing the budget. The FY 2022-23 budgets will be presented at the first Budget Committee meeting on April 21<sup>st</sup> at 4 pm, with the Long-Range Financial Plan to be reviewed at the May 5<sup>th</sup> Budget meeting.

**MONTHLY LOG : ARCH CAPE WATER & SANITARY DISTRICTS**

		March	2022
Total Hours	368.00	172.25	195.75
Percentage Split		47%	53%
Total Accounts	641	295	346
Percentage Split		46%	54%
<input type="button" value="Show All"/>	Day	Water	Sewer

SANITARY DISTRICT:

We received 11” of rainfall in March and the plant received 5.3 million gallons of influent.

Oregon DEQ has given us our new NPDES permit, and we have begun operating under its conditions.

The irrigation site will go online on May 1<sup>st</sup>. We will open it up the week of 4/25.

The tractor is in for maintenance at Clatsop Lawn and Tractor, in preparation for biosolids work with the dry season.

Pacific Power has a planned power outage for our area on Tuesday April 19<sup>th</sup> from 8:30 am until 2:30 pm

A new sewer connection on Buena Vista should be hooked up to the collection system within the next few weeks.

Teri Fladstol and I have been working together on developing the budget. The FY 2022-23 budgets will be presented at the first Budget Committee meeting on April 21<sup>st</sup> at 4 pm, with the previous Long Range Financial Plan to be re-reviewed at the May 5<sup>th</sup> Budget Meeting. The Sanitary District’s plan will not be updated until the Wastewater Facility Plan Update is completed by Curan-McLeod Engineering.



**ARCH CAPE SANITARY DISTRICT  
BOARD OF DIRECTORS MEETING  
Arch Cape Fire Hall 79729 Hwy 101  
Thursday April 21st, 2022  
Following the 6PM Water Board Meeting**

**To Join Meeting by Video Link:**  
<https://us02web.zoom.us/j/86352062499>

**Join by Telephone:** 1-669-900-6833  
Meeting ID: 863 5206 2499

- |   |                                  |
|---|----------------------------------|
| <b>I. Call to Order</b>   | Darr Tindall, President          |
| <b>II. Public Comments</b>  | Darr                             |
| <b>III. Agenda Approval</b>                                       | Darr                             |
| <b>IV. Consent Agenda (Action)</b>                                | Darr                             |
| <b>A. Approve Minutes – March 16th Regular Meeting</b>            |                                  |
| <b>B. Accept March 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. Wastewater Facilities Plan Update (Information)</b>         | Phil                             |
| <b>B. Webb Lift Station (Information)</b>                         | Phil                             |
| <b>VI. New Business</b>   |                                  |
| <b>A.</b>   |                                  |
| <b>VII. Reports (Information)</b>                                 |                                  |
| <b>A. Accounts Receivable Report</b>                              | Teri Fladstol, Jigsaw Consulting |
| <b>B. District Manager’s Report and Correspondence for Action</b> | Phil Chick                       |
| <b>C. Board Members’ Comments and Reports</b>                     | Darr                             |
| <b>VIII. May Agenda Items (Information)</b>                       | Darr                             |
| <b>IX. Public Comments</b>  | Darr                             |
| <b>XI. Adjourn</b>  | Darr                             |

**SANITARY : REVENUE**

<b>Budget vs. Actual Finl Rpt</b>	<b>2021-22</b>	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22	Mar 22	Apr 22	May 22	Jun 22	Total	%
<b>Arch Cape Sanitary District</b>	<b>Budget</b>	8%	17%	25%	33%	42%	50%	58%	53%	75%	83%	92%	100%		Rcvd
<b>2021-22</b>							0.62	0.50	0.47						
Cash on Hand	162,340						0.38	0.50	0.62						
Ck Interest	-	0.77	1.02	0.79	1.09	0.51								4.18	
User Fees	320,160	17,632.00	21,344.00	19,256.00	40,269.00	18,560.00	80,504.00	26,448.00	14,384.00	34,507.67				272,904.67	0.85
Excess Usage Charges	9,500	1,929.46	459.34	1,947.60	9,603.05	1,520.46	1,987.52	4,245.00	1,272.36	592.89				23,557.68	2.48
Debt Service	53,280	2,964.00	3,588.00	3,237.00	6,786.00	3,120.00	13,533.00	4,446.00	2,418.00	5,738.00				45,830.00	0.86
Facilities Use by WD	3,300		3,375.00											3,375.00	1.02
Misc. Income	-	1,717.00												1,717.00	
LGIP Interest	4,000	93.34	86.70	84.15	78.13	121.81								464.13	
Clatsop Cty Land Sales	-	250.52												250.52	
Tax Lien Receipts														0.00	
Bond Receipts	147,000	1,744.59	837.46	504.08	11,418.86	125,063.00								139,567.99	0.95
Bond Interest	-	0.66	0.71	0.89	0.13	1.23								3.62	
<b>Total Revenue</b>	<b>537,240</b>	<b>26,332.34</b>	<b>29,692.23</b>	<b>25,030.51</b>	<b>68,156.26</b>	<b>148,387.01</b>	<b>96,024.90</b>	<b>35,139.50</b>	<b>18,074.98</b>	<b>40,838.56</b>				<b>487,676.29</b>	
<b>Capital Projects</b>															
Hook Ups	16,762		8,772.00					8,772.00						17,544.00	1.05
Transfer from GF															
Expenditures								8,772.00						8,772.00	
Balance	97,097	82,111.21	8,772.00	0.00	0.00	0.00	0.00							90,652.21	
<b>T.A.G. - Facility Plan Update</b>															
T.A.G. - Funding	20,000													20,000.00	
T.A.G. - Receipts														-	
Balance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					20,000.00	
<b>GO Bond - WWTP Upgrade</b>															
Property Tax Imposed	1,489,477	152,000.00												1,641,477.00	
Total Bond Receipts incl Int	1,439,893	1,745.25	838.17	504.97	11,418.99	125,064.23	1,609.72	2,042.65						1,583,116.82	
USDA Plant Upgrade Payments <sup>1</sup>	1,446,000													1,446,000.00	
GO Bond Balance	(5,212)	(4,361.91)	2,583.42	1,343.14	11,923.96	136,483.22	138,092.94	2,042.65						137,116.82	
LGIP (Additions)		1,995.77	838.17	504.97	11,418.99	125,064.23	1,471.40	1,927.10	1,149.72	2,284.41				146,654.76	
LGIP (Purchases)						90,000.00								90,000.00	
LGIP Withdrawals						(45,000.00)	(13,000.15)	(144,600.05)						(202,600.20)	
LGIP Interest		93.34	86.70	84.15	78.13	121.81	138.32	115.55	90.00	92.65				900.65	
Service Charge														0.00	
<b>LGIP Balance</b>	<b>182,754</b>	<b>184,842.61</b>	<b>185,767.48</b>	<b>186,356.60</b>	<b>197,853.72</b>	<b>368,039.76</b>	<b>356,649.33</b>	<b>214,091.93</b>	<b>215,331.65</b>	<b>217,708.71</b>					
Columbia Bank : 1218 Acct		102,918.58	130,179.49	105,388.99	134,462.15	61,389.66									
Total Cash		287,761.19	315,946.97	291,745.59	332,315.87	429,429.42									

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

**SANITARY : EXPENSE**

Budget vs. Actual Finl Rpt <sup>1</sup> Arch Cape Sanitary District 2021-22	2021-22 Budget	Jul 21 8%	Aug 21 17%	Sep 21 25%	Oct 21 33%	Nov 21 42%	Dec 21 50%	Jan 22 58%	Feb 22 53%	Mar 22 75%	Apr 22 83%	May 22 92%	Jun 22 100%	Total Spent	Balance Remaining	% Spent
<b>SD Hours %</b>	<b>54%</b>	<b>54%</b>	<b>51%</b>	<b>55%</b>	<b>54%</b>	<b>57%</b>	<b>62%</b>	<b>50%</b>	<b>47%</b>					<b>55%</b>		
<b>Accounts %</b>	<b>54%</b>	<b>54%</b>	<b>54%</b>	<b>54%</b>	<b>54%</b>	<b>54%</b>	<b>38%</b>	<b>50%</b>	<b>47%</b>					<b>54%</b>		

<b>Total Personal Svc</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0</b>	<b>0</b>	
Water District IGA Charges	157,597	11,134.24	11,405.36	12,215.63	11,387.58	10,193.51	10,391.66	9,681.20	9,330.27	10,754.33				96,494	61,103	61
Liability & Property Insurance	13,500							9,855.00		(1,089.50)				8,766	4,735	65
Licenses	2,800		3,009.00					89.95						3,099	(299)	111
Maintenance	109,000	4,674.33	1,232.82	15,010.69	8,062.91	23,879.52	4,411.39	7,241.57	262.98	18,231.07				83,007	25,993	76
Chemicals	6,000	1,040.00				812.50	812.50	325.00	1,012.50	20.56				4,023	1,977	67
Inflow & Infiltration	4,000													0	4,000	
Dues / Taxes / Fees	1,100	40.41			515.52			599.06	8.25	8.25				1,171	(71)	106
Professional Services	6,000		197.62				1,540.00	414.00						2,152	3,848	36
Emergency Prep Sanitation	500													0		
Auditing	10,000													0	10,000	0
Legal Services	5,000													0	5,000	0
Notices	700		40.68											41	659	6
Utilities	46,000	55.78	5,798.33	3,580.65	2,524.54	3,722.90	4,365.75	2,189.54		2,989.80				25,227	20,773	55
														0		
<b>Total Materials &amp; Svc</b>	<b>362,197</b>	<b>16,944.76</b>	<b>21,683.81</b>	<b>30,806.97</b>	<b>22,490.55</b>	<b>38,608.43</b>	<b>22,120.36</b>	<b>29,804.51</b>	<b>10,605.75</b>	<b>30,914.51</b>				<b>223,980</b>	<b>137,717</b>	<b>62</b>
ODEQ : Irrigation Site Loan : <sup>2</sup>	15,609					7,861.00								7,861	7,748	50
OECD Loan - Facil Engrng : <sup>3</sup>	19,319					19,319.09								19,319	(0)	100
DEQ Loan/Grant - Facil Impr : <sup>4</sup>	19,383					19,383.23								19,383	0	100
<b>Total Debt Service</b>	<b>54,311</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>46,563</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>46,563</b>	<b>7,748</b>	<b>86</b>
Capital Outlay														0	0	
<b>Tot Gen Fund Expenditures</b>	<b>416,508</b>	<b>16,944.76</b>	<b>21,683.81</b>	<b>30,806.97</b>	<b>22,490.55</b>	<b>85,171.75</b>	<b>22,120.36</b>	<b>29,804.51</b>	<b>10,605.75</b>	<b>30,914.51</b>				<b>270,543</b>	<b>145,965</b>	<b>65</b>
Contingency	43,244													0	43,244	0
Transfer to Capital Fund																
T.A.G. - Facility Plan Update	20,000															
ODEQ Irrig Site Ln#11432 reserve	15,256															
Operating Reserve	54,912															
Undesignated	23,200															
Total Unappropriated Bal	93,368															
Total Conting & Unapp Bal	136,612															
Total Requirements	573,120															

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

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

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

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

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

## ARCH CAPE SANITARY DISTRICT

## Check Detail

March 2022

Type	Num	Date	Name	Memo	Paid Amount
Check		03/31/2022	Arch Cape Water D...	IGA Water District Reimbursement-March	
				IGA Water District Reimbursement-March	-10,754.33
TOTAL					-10,754.33
Check	EFT	03/02/2022	Spectrum Business	phone & internet access	
				phone & internet access	-254.96
TOTAL					-254.96
Check	EFT	03/22/2022	Microsoft	Subscription	
				Subscription	-8.25
TOTAL					-8.25
Check	EFT	03/23/2022	Google	Google One Storage fee	
				Google One Storage fee	-1.99
TOTAL					-1.99
Check	EFT	03/24/2022	Clatsop County La...	Weed eater trim & Chainsaw chains shar...	
				Weed eater trim & Chainsaw chains sharpe...	-56.99
TOTAL					-56.99
Bill Pmt -Check	8522	03/10/2022	NAPA Auto Parts	Maintenance- Oil Dry	
Bill	11076	03/10/2022		Maintenance- Oil Dry	-22.58
TOTAL					-22.58
Bill Pmt -Check	8523	03/10/2022	Pacific Power -	Utilities	
Bill	8761...	03/10/2022		Utilities	-51.16
Bill	89432...	03/10/2022		Utilities	-141.90
Bill	89152...	03/10/2022		Utilities	-69.98
Bill	92209...	03/10/2022		Utilities	-2,167.88
Bill	93828...	03/10/2022		Utilities	-7.05
Bill	92229...	03/10/2022		Utilities	-241.09
TOTAL					-2,679.06
Check	8524	03/17/2022	Arch Cape Water D...	IGA Water District Reimbursement-Dece...	
				IGA Water District Reimbursement-Decem...	-11,252.70
TOTAL					-11,252.70
Check	8525	03/17/2022	Arch Cape Water D...	IGA Water District Reimbursement-Janu...	
				IGA Water District Reimbursement-January	-9,681.20
TOTAL					-9,681.20



## ARCH CAPE SANITARY DISTRICT

## Check Detail

March 2022

Type	Num	Date	Name	Memo	Paid Amount
Check	8526	03/17/2022	Arch Cape Water D...	IGA Water District Reimbursement-Febr...	
				IGA Water District Reimbursement-February	-9,330.27
TOTAL					-9,330.27
Bill Pmt -Check	8527	03/17/2022	Eds Septic	Septage hauling to Seaside	
Bill	3/9/22	03/17/2022		Septage hauling to Seaside	-2,975.00
TOTAL					-2,975.00
Bill Pmt -Check	8528	03/17/2022	Recology Western ...	Utilities	
Bill	10800...	03/10/2022		Garbage: January	-55.78
TOTAL					-55.78
Bill Pmt -Check	8529	03/17/2022	Sopko Welding	Maintenance	
Bill	11003	03/10/2022		Maintenance	-1,069.40
TOTAL					-1,069.40
Bill Pmt -Check	8530	03/17/2022	USA BlueBook	Maintenance	
Bill	896612	03/17/2022		Avocado Mechanical Float Switch Maintenance	-73.95 -20.56
TOTAL					-94.51
Bill Pmt -Check	8531	03/31/2022	Aerzen USA Corp.	MBR 2 Blower Replacement	
Bill	Case ...	03/31/2022		MBR2 Blower Replacement MBR2 Blower Replacement MBR2 Blower Replacement	-1,550.00 -1,450.00 -8,008.00
TOTAL					-11,008.00
Bill Pmt -Check	8532	03/31/2022	Borland Coastal El...	Light bulbs	
Bill	76004	03/31/2022		Light bulbs	-6.70
TOTAL					-6.70
Bill Pmt -Check	8533	03/31/2022	City of Seaside	Biosolids Processing	
Bill	043	03/31/2022		Biosolids Processing	-2,975.00
TOTAL					-2,975.00
Bill Pmt -Check	8534	03/31/2022	Walter E. Nelson	Soap	
Bill		03/31/2022		Soap	-41.46
TOTAL					-41.46