



PERSONNEL AND CONTRACT COMMITTEE MEETING

ARCH CAPE WATER & SANITARY DISTRICTS
32065 E. Shingle Mill Lane, Arch Cape, OR 97102
503.436.2790

DATE: June 16, 2022
TIME: 5:30 PM
AGENDA: Review Administrative Assistant Contract
LOCATION: Arch Cape Fire Hall, 79279 Hwy 101, Arch
Cape, OR

**THE PUBLIC IS INVITED, IF THEY WISH, TO ATTEND BY
TELEPHONE OR ZOOM LINK... PLEASE USE THE FOLLOWING
PHONE NUMBER OR LINK TO ACCESS.**

To join via Zoom use the following link:
(<https://us02web.zoom.us/j/81932811439>)

The Zoom Meeting link can also be found on our website:
(www.archcapewater.org)

Call: 669.900.6833
Meeting ID: 819 3281 1439
Assistance: 503.436.2790



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

Arch Cape Fire Hall – 79729 Hwy. 101

Thursday, June 16th, 2022

6:00 pm

To Join Meeting by Video Link:

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

Join by Telephone: 1 669 900 6833

Meeting ID: 824 5089 8403

- | | | |
|-------|--|----------------------------------|
| I. | Call to Order | Dan Seifer, President |
| II. | Public Comments | Dan |
| III. | Agenda Approval | Dan |
| IV. | Consent Agenda (Action) | Dan |
| | a. Approve Minutes – May 19 th Regular Board Meeting | |
| | b. Accept May Budget & Finance Reports | |
| | c. Authorize Payment of Accounts | |
| | d. Accept Correspondence Requiring No Action | |
| V. | Old Business | |
| | a. Arch Cape Forest: | Dan |
| | i. Property Transaction Finalization (Information) | Dan |
| | ii. Public Access Plan Update (Information) | Dan |
| | iii. Public Access Advisory Team Expansion | Dan |
| | Consideration of appointing Richard Gibson (Action) | |
| | iv. Outreach (Information) | Linda Murray, Debra Birkby |
| | v. Arch Cape Community Interest Group (Information) | Bill Campbell |
| | NCLC Easement, Recreation Access, Forest Financial Plan | |
| | b. Resolution 22-06 WD FY 2022-23 Budget Adoption with Public Hearing on budget/rate increase (Action) | Dan |
| | c. Resolution 22-07 WD Rate Increase (Action) | Dan |
| | d. Markham Property Donation (Action) | Dan |
| | e. Water Meters Replacement Purchasing (Action) | Phil |
| VI. | New Business | Dan |
| | a. Administrative Assistant Services Contract – Earl Enterprises (Action) | Dan |
| VII. | Reports (Information) | |
| | a. Accounts Receivable Report | Teri Fladstol, Jigsaw Consulting |
| | b. District Manager’s Report and Correspondence for Action | Phil |
| | c. Board Members’ Comments and Reports | Debra |
| VIII. | July Agenda Items (Information) | Debra |
| IX. | Public Comment | Debra |
| X. | Adjournment | Dan |

Arch Cape Water District FY 2022-23 Budget General Fund - Requirements

HISTORICAL DATA					2022-2023 FISCAL YEAR		
ACTUAL	ACTUAL	ADOPTED	EOY PROJ	WATER RESOURCES	PROPOSED	RECOMMEND	ADOPTED
YR: 19-20	YR: 20-21	YR: 21-22	YR: 21-22		Version 1	Version 2	Version 3
BEGINNING BALANCE							
149,790	167,033	141,110	141,110	Undesignated Balance	169,363	169,363	169,363
				Capital Reserve			
	35,837	63,392	63,392	Operating Reserve	40,141	40,141	40,141
149,790	202,870	204,502	204,502	TOTAL BEGINNING BALANCE	209,504	209,504	209,504
REVENUE							
172,256	174,042	182,280	187,223	User Fees [296 x \$158]	187,072	187,072	187,072
19,561	12,000	14,000	23,170	Excess Usage Charges	17,000	17,000	17,000
22,192	22,045	20,772	20,060	Debt Service Surcharges [296 x \$17]	20,128	20,128	20,128
141,774	155,789	157,597	136,194	Sanitary District IGA Service Charge	150,000	150,000	150,000
4,390	2,500	900	789	Interest	1,000	1,000	1,000
2,015			1,425	Miscellaneous	0	0	0
1,400	1,400	1,400	1,400	Meter Hookup Fee	1,400	1,400	1,400
		30,000	30,000	ACF Watershed Grant			
888				Cannon Beach IGA	0	0	0
700	700	735	735	Cannon View Park	753	753	753
365,176	368,476	407,684	400,996	TOTAL REVENUE	377,353	377,353	377,353
514,966	571,346	612,186	605,498	TOTAL RESOURCES	586,857	586,857	586,857

Received
100%

Water District Accounts	Base Rate	
296	\$ 158.00	187,072
	Debt Service Rate	
296	\$ 17.00	20,128

Total Rate \$ 175.00

**FY 2022-23 Budget
General Fund - Requirements**

HISTORICAL DATA					2022-2023 FISCAL YEAR		
ACTUAL	ACTUAL	ADOPTED	EOY PROJ	WATER REQUIREMENTS - GENERAL FUND	PROPOSED	RECOMMEND	ADOPTED
YR: 19-20	YR: 20-21	YR: 21-22	YR: 21-22		Version 1	Version 2	Version 3
PERSONNEL SERVICES							
77,588	82,030	82,305	82,307	Manager	90,289	90,289	90,289
54,767	61,936	61,936	58,035	Operator	67,944	67,944	67,944
10,125	10,822	11,034	10,647	FICA	12,358	12,358	12,358
29,386	31,405	32,022	32,880	PERS	35,128	35,128	35,128
32,359	35,500	39,405	34,868	Medical Insurance	44,134	40,000	40,000
3,210	3,300	3,500	3,300	Worker's Compensation	3,400	3,400	3,400
207,435	224,993	230,202	222,037	Total Personnel Services	253,252	249,119	249,119
MATERIALS & SERVICES							
28,842	29,706	30,146	30,608	Administrative Services	33,600	33,600	33,600
3,885	5,000	3,000	525	Temporary Help	5,000	5,000	5,000
675	850	850	731	Clothing Allowance	850	850	850
1,460	2,000	2,000	1,591	Education	2,000	2,000	2,000
2,165	2,000	1,000	0	Travel	1,000	1,000	1,000
1,148	1,500	1,500	2,320	Office Supplies	2,300	2,300	2,300
1,616	1,600	1,600	1,350	Postage	1,600	1,600	1,600
3,197	3,000	3,500	2,538	Vehicle	3,500	3,500	3,500
3,150	3,600	3,500	3,375	Sanitary District Facilities Use Charges	3,750	3,750	3,750
551	579	602	608	Payroll Service	625	625	625
6,032	7,063	7,500	6,730	Liability & Property Insurance	8,250	8,250	8,250
1,067	2,000	2,000	0	Licenses	2,000	2,000	2,000
13,319	28,000	28,000	82,354	Maintenance	30,000	33,500	33,500
6,657	5,000	5,500	6,493	Chemicals	6,500	6,500	6,500
12,350	55,000	50,000	34,042	Watershed	0	0	0
1,135	900	900	1,137	Dues/Taxes	1,200	1,200	1,200
3,281	5,700	5,700	1,042	Professional Services	5,000	5,000	5,000
3,650	5,000	5,000	5,000	Auditing	15,000	15,000	15,000
800	2,000	3,000	1,108	Legal Services	3,000	3,000	3,000
504	700	700	700	Notices	700	700	700
9,405	10,000	10,000	11,802	Utilities	15,000	15,000	15,000
104,890	171,198	165,998	194,054	Total Materials and Services	140,875	144,375	144,375

**FY 2022-23 Budget
General Fund - Requirements**

CAPITAL OUTLAY							
				Meters Replacement	76,768	76,768	76,768
				Access Road to WWTP	2,000	2,000	2,000
0	0	0	0	Total Capital Outlay	78,768	78,768	78,768
312,325	396,191	396,200	416,091	TOTAL OPERATING EXPENSES	472,895	472,262	472,262

GRANT EXPENDITURES							
	2,000	30,000	30,000	ACF Watershed Plan (U2009) Grant			
0	2,000	30,000	30,000	Total Grant Expenditures	0	0	0
DEBT SERVICE							
20,772	20,772	20,772	20,772	IFA Water Plant Upgrade	20,772	20,772	20,772
20,772	20,772	20,772	20,772	Total Debt Service	20,772	20,772	20,772
333,097	418,963	446,972	466,863	TOTAL GENERAL FUND EXPENDITURES	493,667	493,034	493,034

TRANSFER TO CAPITAL FUND							
							76,768

CONTINGENCY & ENDING BALANCE							
CONTINGENCY FUND							
	60,000	60,000	23,000	Operating Contingencies	37,050	37,050	37,050
	35,837	39,822		Operating Reserve	40,141	40,141	40,141
181,869	56,546	65,392	38,867	Undesignated	15,999	16,632	16,632
181,869	152,383	165,214	61,867	TOTAL UNAPPROPRIATED BALANCE	93,190	93,823	93,823
181,869	152,383	165,214	61,867	TOTAL CONTINGENCY & UNAPP BAL (ENDING)	93,190	93,823	93,823
514,966	571,346	612,186	605,498	TOTAL REQUIREMENTS	586,857	586,857	586,857

ARCH CAPE WATER DISTRICT

Capital Fund: 2022-2023 Fiscal Year

HISTORICAL DATA				WATER RESOURCES	2022-2023 FISCAL YEAR		
ACTUAL	ACTUAL	ADOPTED	EOY PROJ	CAPITAL FUND RESOURCES	PROPOSED	RECOMMEND	ADOPTED
YR: 19-20	YR: 20-21	YR: 21-22	YR: 21-22		Version 1	Version 2	Version 3
73,421	84,491	90,200		Undesignated Balance	101,926	101,926	101,926
				Prepaid Option Fee against Forest Purchase	10,000	10,000	10,000
				Debt Service Reserve			
73,421	84,491	90,200	0	TOTAL BEGINNING BALANCE	111,926	111,926	111,926
				REVENUE			
11,070	5,709	11,726		SDC Revenue	11,726	12,780	12,780
				Arch Cape Forest - Acquisition			
			960,000	Business Oregon ARPA Grant			
			3,500,000	Forest Legacy Program Grant			
			250,000	Clatsop County Contribution			
11,070	5,709	11,726	4,710,000	TOTAL REVENUE	11,726	12,780	12,780
				Transfer From General Fund	76,768	76,768	76,768
84,491	90,200	101,926	4,710,000	TOTAL RESOURCES	200,420	201,474	201,474
HISTORICAL DATA				EXPENDITURE DESCRIPTION	2022-2023 FISCAL YEAR		
ACTUAL	ACTUAL	ADOPTED	EOY PROJ	CAPITAL FUND REQUIREMENTS	PROPOSED	RECOMMEND	ADOPTED
YR: 19-20	YR: 20-21	YR: 21-22	YR: 21-22		Version 1	Version 2	Version 3
				CAPITAL OUTLAY			
				Arch Cape Forest - Acquisition			
			4,690,000	Land Purchase			
			20,000	Closing Cost			
				Meters Replacement	117,000	117,000	117,000
0	0	0	4,710,000	Total Capital Outlay	117,000	117,000	117,000
11,070	90,200	101,926		CONTINGENCY	83,420	84,474	84,474
11,070	90,200	101,926	4,710,000	Total Contingency	83,420	84,474	84,474
				UNAPPROPRIATED BALANCE			
73,421							
73,421	0	0	0	Total Unappropriated Balance	0	0	0
84,491	90,200	101,926	4,710,000	TOT CONTINGENCY & UNAPP BAL (ENDING)	200,420	201,474	201,474

ARCH CAPE WATER DISTRICT

Forest Fund: 2022-2023 Fiscal Year

HISTORICAL DATA				WATER RESOURCES	2022-2023 FISCAL YEAR		
ACTUAL	ACTUAL	ADOPTED	RESOLUTION	ARCH CAPE FOREST FUND	PROPOSED	RECOMMEND	ADOPTED
YR: 19-20	YR: 20-21	YR: 21-22	YR: 21-22	BEGINNING BALANCE	Version 1	Version 2	Version 3
				Prepaid Option Fee against Forest Purchase	10,000	10,000	10,000
				Debt Service Reserve			
0	0	0	0	TOTAL BEGINNING BALANCE	10,000	10,000	10,000
				REVENUE			
			960,000	Business Oregon ARPA Grant	1,000,000	1,040,000	1,040,000
				Safe Drinking Water Revolving Loan Fund (U22010)	30,000	30,000	30,000
			3,500,000	Forest Legacy Program Grant	0	0	0
			250,000	Clatsop County Contribution	0	0	0
				Private Donations held by NCLC on behalf of AC Water	284,301	284,301	284,301
				Hollis Foundation Grant	100,000	100,000	100,000
0	0	0		Miscellaneous			
0	0	0	4,710,000	TOTAL REVENUE	1,414,301	1,454,301	1,454,301
				Transfer From General Fund			
0	0	0	4,710,000	TOTAL RESOURCES	1,424,301	1,464,301	1,464,301
HISTORICAL DATA				EXPENDITURE DESCRIPTION	2022-2023 FISCAL YEAR		
ACTUAL	ACTUAL	ADOPTED	EOY PROJ	CAPITAL FUND REQUIREMENTS	PROPOSED	RECOMMEND	ADOPTED
YR: 19-20	YR: 20-21	YR: 21-22	YR: 21-22	CAPITAL OUTLAY	Version 1	Version 2	Version 3
			4,690,000	Land Purchase			
			20,000	Closing Cost			
				Business Oregon ARPA Grant - Refer to Internal Grant Budget Detail	900,000	900,000	1,000,000
				Permitting & Planning Fees	100,000	100,000	
				Forestry Services	175,000		
		30,000		Project Management Services	43,180		
				Safe Drinking Water Revolving Loan Fund (U22010)	30,000	30,000	30,000
0	0	30,000	4,710,000	Total Capital Outlay	1,248,180	1,030,000	1,030,000
				CONTINGENCY			
					176,121	434,301	434,301
0	0	0	0	Total Contingency	176,121	434,301	434,301
				UNAPPROPRIATED BALANCE			
				Undesignated			
0	0	0	0	Total Unappropriated Balance	0	0	0
0	0	30,000	4,710,000	TOT CONTINGENCY & UNAPP BAL (ENDING)	1,424,301	1,464,301	1,464,301

FORM OR-LB-1

NOTICE OF BUDGET HEARING

As provided for by ORS 294.426, a public hearing will take place on May 19, 2022 during the Water District Board meeting at 6:00pm immediately following the Water District Board hybrid in-person/ZOOM meeting. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2022 as approved by the joint budget committee meeting of the Arch Cape Domestic Water Supply District and Arch Cape Sanitary District on May 5, 2022. A summary of the Sanitary District budget is presented below. A copy of the budget may be inspected or obtained by calling the district office between the hours of 8:30 a.m. and 4:30 p.m. or at www.archcapeorg.org. This budget is for an annual budget period. This budget was prepared on a basis of accounting that is the same as the preceding year. Additional materials may be viewed at www.archcapewater.org and sign on information for the virtual meeting may be obtained by calling Phil Chick, District Manager at 503-436-2790

Contact: Phil Chick, District Manager

Telephone: 503-436-2790

Email: PhilChickACUtil@gmail.com

FINANCIAL SUMMARY - RESOURCES

TOTAL OF ALL FUNDS	Actual Amount 2020-2021	Adopted Budget This Year 2021-2022	Approved Budget Next Year 2022-2023
Beginning Fund Balance/Net Working Capital	202,870	204,502	209,504
Fees, Licenses, Permits, Fines, Assessments & Other Service Charges	208,087	217,052	224,200
Federal, State & all Other Grants, Gifts, Allocations & Donations			1,464,301
Revenue from Bonds and Other Debt			
Interfund Transfers / Internal Service Reimbursements	155,789	157,597	150,000
All Other Resources Except Current Year Property Taxes	4,600	33,035	3,153
Current Year Property Taxes Estimated to be Received			
Total Resources	571,346	612,186	2,051,158

FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION

Personnel Services	224,993	230,202	249,119
Materials and Services	171,198	165,998	144,375
Capital Outlay		30,000	78,768
Debt Service	20,772	20,772	20,772
Interfund Transfers			
Contingencies	6,000	60,000	37,050
Special Payments	2,000		1,030,000
Unappropriated Ending Balance and Reserved for Future Expenditure	92,383	105,214	491,074
Total Requirements	517,346	612,186	2,051,158

FINANCIAL SUMMARY - REQUIREMENTS AND FULL-TIME EQUIVALENT EMPLOYEES (FTE) BY ORGANIZATIONAL UNIT OR PROGRAM *

Name of Organizational Unit or Program FTE for that unit or program			
Phil Chick, District Manager			
FTE	1	1	1
Matt Gardner, Plant Operator			
FTE	1	1	1
Total Requirements			
Total FTE	2	2	2

STATEMENT OF INDEBTEDNESS

LONG TERM DEBT	Estimated Debt Outstanding on July 1.	Estimated Debt Authorized, But Not Incurred on July 1
General Obligation Bonds		
Other Bonds		
Other Borrowings	\$384,276	
Total	\$384,276	

WATER : REVENUE

Budget vs. Actual Finl Rpt Arch Cape Water 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	% Rcvd
Cash on Hand	204,502														
Ck Interest	-	0.32	0.32	0.28	0.61	0.44	0.28	0.57	0.28	0.27	0.41	0.35		4.13	
User Fees	182,280	19,065.00	4,650.00	18,290.00	24,025.00	2,325.00	46,503.38	25,848.44	1,860.00	22,328.17	19,840.00	2,104.56		186,839.55	1.03
Excess Usage Charges	14,000	1,436.15	894.91	5,857.25	8,112.04	1,335.39	2,503.32	348.04	825.06	929.09	1,946.22	236.06		24,423.53	1.74
Debt Service	20,772	2,091.00	510.00	2,006.00	2,635.00	255.00	5,015.00	1,700.00	204.00	2,176.00	2,193.00	170.00		18,955.00	0.91
Sanitary District IGA ² Revenue	157,597	11,134.24	11,405.36	12,215.63	11,387.58	10,193.51	11,252.70	9,681.20	9,330.27	10,754.33	18,284.88	8,715.20		124,354.90	0.79
LGIP Interest	900	125.39	115.93	110.44					38.00					389.76	
Misc. Income			200.00			1,025.00	200.00							1,425.00	
Meter Hookup Fee	1,400		700.00					700.00				700.00		2,100.00	
Cannon Beach IGA														-	
Cannon View Park	735													-	0.00
Total Revenue	377,684	33,852.10	18,476.52	38,479.60	46,160.23	15,134.34	65,474.68	38,278.25	12,257.61	36,187.86	42,264.51	11,926.17	-	358,491.87	
Capital Projects															
Hook-ups	11,726		5,863.00					5,863.00				5,860.00		17,586.00	1.50
Transfer														-	
Expenditures														-	
Balance	90,200	79,130.00	5,863.00	0.00	0.00	0.00	0.00	5,863.00	0.00	0.00	0.00	5,860.00	0.00	17,586.00	
Arch Cape Forest Watershed Plan (2020-21)															
IFA Water Source Protection Funding	30,000													-	
IFA Water Source Protection Receipts														-	
Expenditures			11,115.00	15,322.50										26,437.50	
Balance		(\$3,562.50)	(\$14,677.50)	(\$30,000.00)	(\$30,000.00)	(\$30,000.00)									
LGIP (Additions)							30,000.00							30,000.00	
LGIP Withdrawals				(30,000.00)										(30,000.00)	
LGIP Interest		125.39	115.93	110.44	90.65	80.81	94.27	95.04	85.88	106.02	157.64	128.91		1,190.98	
Service Charge					(0.05)									(0.05)	
LGIP Balance	248,055	248,180.45	248,296.38	218,406.82	218,497.42	218,578.23	248,672.50	248,767.54	248,853.42	248,959.44	249,117.08	249,245.99			
Columbia Bank : 1196 Acct		40,976.00	26,588.78	61,068.46	69,479.57	34,255.26	56,352.16	43,875.64	15,888.87	39,317.31	41,203.63	35,841.48			
Total Cash		289,156.45	274,885.16	279,475.28	287,976.99	252,833.49	305,024.66	292,643.18	264,742.29	288,276.75	290,320.71	285,087.47			

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

Note ² : Intergovernmental Agreement

WATER : EXPENSE

Budget vs. Actual Finl Rpt ¹	2021-22	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22	Mar 22	Apr 22	May 22	Jun 22	Total Spent	Balance Left	% Spent
Arch Cape Water District	Budget	8%	17%	25%	33%	42%	50%	58%	53%	47%	83%	92%	100%			
2021-22	SD Hours %	54%	51%	55%	54%	57%	62%	50%	47%	53%	51%	47%		55%		
	Accounts %	54%	54%	54%	54%	54%	54%	54%	54%	54%	54%	54%		54%		
Manager	82,030	6,858.76	6,858.76	6,858.76	6,858.76	6,858.76	6,858.76	6,858.76	6,858.76	6,859.21	6,859.21	6,858.76		75,447	6,583	92
Operator	61,936	5,066.44	4,942.19	4,859.36	5,190.68	4,900.78	4,859.36	4,638.48	4,417.60	5,163.07	4,638.03	4,859.36		53,535	8,401	86
FICA	10,822	912.28	902.77	896.44	921.78	899.60	896.44	879.54	862.64	868.99	879.54	879.54		9,800	1,022	91
Retirement	31,405	1,300.36	4,107.16	2,807.00	2,740.14	3.42	2,886.06	5,489.36	2,709.75	2,709.75	2,721.88	2,721.88		30,197	1,208	96
Med. Ins	35,500	2,763.52	2,763.52	2,763.52	2,763.52	2,763.52	2,898.24	2,898.24	2,898.24	3,088.85	3,088.85	2,707.63		31,398	4,102	88
Worker's Comp	3,300			26.94										27	3,273	1
Total Personal Svc	224,994	16,901.36	19,574.40	18,212.02	18,474.88	15,426.08	18,398.86	20,764.38	17,746.99	18,689.87	18,187.51	18,027.17		200,404	24,590	89
Administrative Services	29,706	2,439.00	2,439.00	2,439.00	2,439.00	2,439.00	2,474.00	2,439.00	2,800.00	2,300.00	2,800.00	2,800.00		27,808	1,898	94
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		18.88		2,189	(689)	146
Postage	1,600			481.28					224.90	418.40		74.10		1,199	401	75
Vehicle	3,000	321.77	206.57	189.29	174.22	258.54	176.42	317.46	55.95	162.82	297.33	392.01		2,552	448	85
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											1,308.00		1,308	692	65
Maintenance	65,000	140.36	1,992.07	7,088.04	3,023.76	5,166.66	5,238.61	2,351.68	341.49	4,011.39	557.09	7,748.94		37,660	27,340	58
CIP Chemicals	5,000		2,314.72	3,612.14						566.18		2,162.00		8,655	(3,655)	173
Watershed	55,000			6,403.85	5,031.00		2,349.25	18,640.00	16.10	1,601.50	270.95	201.00		34,514	20,486	63
Dues / Taxes / Fees	900	363.68			406.61	75.00	329.30		(38.00)					1,137	(237)	126
Professional Services	5,700		96.00				96.00							192	5,508	3
Auditing	5,000													0	5,000	0
Legal Services	2,000			125.00			773.29		210.00		586.60			1,695	305	85
Notices	700											37.80		38	662	5
Utilities	10,000		1,261.45	760.12	710.37	801.26	751.01	3,254.37	3,408.99	854.80	(4,495.98)	885.65		8,192	1,808	82
Total Materials & Svc	208,198	3,264.81	11,684.81	22,514.67	11,909.96	8,890.52	14,023.80	34,463.10	7,494.09	10,207.89	15.99	15,628.38	0.00	140,098	68,100	67
IFA Water Plant Upgrade : ²	20,772					20,771.70								20,772	0	100
Total Debt Service	20,772	-	-	-	-	20,772	-	-	-	-	-	-	-	20,772	0	100
Capital Outlay	2,000													-		
Tot Gen Fund Expenditures	455,963	20,166.17	31,259.21	40,726.69	30,384.84	45,088.30	32,422.66	55,227.48	25,241.08	28,897.76	18,203.50	33,655.55		361,273	94,690	79
Contingency	60,000										37,000.00			37,000	23,000	62
Unappropriated Balance																
Operating Reserve	35,837															
Undesignated	56,545										1.00					
Total Unappropriated Bal	92,382															
Total Conting & Unapp Bal	152,382															
Total Requirements	608,345															
Water District Accounts	294	294	295	295	295	295	295	295	295	259	259	259				
Sanitary District Accounts	345	345	346	346	346	346	346	346	346	346	346	346				

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

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

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

Type	Num	Date	Name	Item	Account	Paid Amount
Bill Pmt -Check		135	5/5/2022 Cannon Beach Electric		Maint	(\$135.00)
Bill Pmt -Check		136	5/5/2022 Cascade Columbia Distribution	Water	Chemicals	(\$1,694.00)
Bill Pmt -Check		136	5/5/2022 Cascade Columbia Distribution	Sanitary	Chemicals	(\$318.00)
Bill Pmt -Check		136	5/5/2022 Cascade Columbia Distribution	Water	Chemicals	(\$150.00)
Bill Pmt -Check		136	5/5/2022 Cascade Columbia Distribution	Water	Freight/Postage	(\$148.34)
Bill Pmt -Check		136	5/5/2022 Cascade Columbia Distribution	Water	Miscellaneous	(\$25.00)
Bill Pmt -Check		137	5/5/2022 CenturyLink		Util	(\$158.66)
Bill Pmt -Check		138	5/5/2022 Grainger		Maint	(\$163.86)
Bill Pmt -Check		138	5/5/2022 Grainger		Shipping	(\$12.95)
Bill Pmt -Check		139	5/5/2022 Jigsaw Consulting Services	Sanitary	Admin Asst	(\$1,512.00)
Bill Pmt -Check		139	5/5/2022 Jigsaw Consulting Services	Water	Admin Asst	(\$1,288.00)
Bill Pmt -Check		140	5/5/2022 LaserPrint		Watershed	(\$201.00)
Bill Pmt -Check		141	5/5/2022 Pacific Power		Util	(\$576.80)
Bill Pmt -Check		143	5/5/2022 TMG Services		Maint	(\$1,722.10)
Bill Pmt -Check		146	5/5/2022 USA BlueBook	Water	Maint	(\$23.85)
Bill Pmt -Check		146	5/5/2022 USA BlueBook	Sanitary	Maint	(\$23.85)
Bill Pmt -Check		146	5/5/2022 USA BlueBook	Water	Maint	(\$96.15)
Bill Pmt -Check		146	5/5/2022 USA BlueBook	Sanitary	Maint	(\$196.48)
Bill Pmt -Check		146	5/5/2022 USA BlueBook	Water	Shipping	(\$13.57)
Bill Pmt -Check		146	5/5/2022 USA BlueBook	Sanitary	Shipping	(\$13.57)
Bill Pmt -Check		147	5/5/2022 Verizon Wireless	Sanitary	Util	(\$75.09)
Bill Pmt -Check		147	5/5/2022 Verizon Wireless	Water	Util	(\$75.10)
Check	EFT		5/6/2022 USPS	Water	Postage	(\$31.32)
Check	EFT		5/6/2022 USPS	Sanitary	Postage	(\$26.68)
Check	EFT		5/6/2022 A-Boy Electric & Plumbing		Maint	(\$8.99)
Check	EFT		5/12/2022 ODS	Sanitary	Health-Med-Dental	(\$1,272.59)
Check	EFT		5/12/2022 ODS	Water	Health-Med-Dental	(\$1,435.04)
Bill Pmt -Check		144	5/12/2022 Jackson Oil	Water	Vehicle	(\$211.69)
Bill Pmt -Check		144	5/12/2022 Jackson Oil	Sanitary	Vehicle	(\$180.32)
Bill Pmt -Check		148	5/12/2022 CS&S	Sanitary	Maint	(\$36.46)
Bill Pmt -Check		148	5/12/2022 CS&S	Water	Maint	(\$36.46)
Bill Pmt -Check		149	5/12/2022 DEQ	Sanitary	Licenses	(\$160.00)
Bill Pmt -Check		150	5/12/2022 EO Media Group	Sanitary	Legal Notices	(\$18.90)
Bill Pmt -Check		150	5/12/2022 EO Media Group	Water	Legal Notices	(\$18.90)
Check	EFT		5/13/2022 USPS		Postage	(\$16.10)
Bill Pmt -Check		154	5/15/2022 William J. MacLean	Sanitary	Payroll	(\$2,160.68)
Bill Pmt -Check		154	5/15/2022 William J. MacLean	Water	Payroll	(\$2,160.68)
Check	EFT		5/16/2022 Amazon.com	Water	Off Supp	(\$8.68)
Check	EFT		5/16/2022 Amazon.com	Sanitary	Off Supp	(\$10.20)
Check	EFT		5/16/2022 Internal Revenue Service	Water	Employer FICA	(\$474.95)
Check	EFT		5/16/2022 Internal Revenue Service	Sanitary	Employer FICA	(\$404.59)
Check	EFT		5/16/2022 Internal Revenue Service		Employee W/H Taxes	(\$2,023.20)
Check		151	5/19/2022 OHA Drinking Water		Licenses	(\$248.00)
Check		152	5/19/2022 Oregon Health Authority - OHA Cashier		Licenses	(\$900.00)
Check		153	5/26/2022 Bob McEwan Construction		Maint	(\$5,092.31)
Check			5/31/2022 Columbia Bank		Bank Service Charges	(\$5.00)
Bill Pmt -Check		164	5/31/2022 William J. MacLean	Sanitary	Payroll	(\$2,305.79)
Bill Pmt -Check		164	5/31/2022 William J. MacLean	Water	Payroll	(\$2,305.80)

ARCH CAPE WATER DISTRICT

RESOLUTION 22-06 WD

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

IT IS HEREBY RESOLVED AND ORDERED that the Arch Cape Water District Budget approved and recommended by the Budget Committee on 5 May 2022, for the fiscal year beginning July 1, 2022, in the total amount of **\$2,051,158** and for the purposes shown below are hereby appropriated as follows:

General Fund		
	Personnel Services	\$ 249,119
	Materials & Services	\$ 144,375
	Capital Outlay	\$ 78,768
	Grant Expenditures	\$ 0
	Debt Service	\$ 20,772
	Contingencies	<u>\$ 37,050</u>
	Total General Fund	\$ 530,084
AC Forest Fund		
	Arch Cape Forest (ARPA Grant)	\$ 1,030,000
	Contingencies	<u>\$ 491,074</u>
	Total Capital Fund	\$1,521,074
Total Appropriations		\$2,051,158

The above resolution statements were approved and declared adopted on this 16th day of June 2022.

Attest: Teri Fladstol, Secretary

Dan Seifer, President

ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT

RESOLUTION 22-07 WD

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

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

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

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

Customers with a ¾" service connection:

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

Customers with a 1" service connection:

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

Customers with a 2" fire suppression service connection:

Annual Base Rate-FY 2021-22 \$200.00

Dated this 16th day of June 2022.

Dan Seifer, President

Attest:
Teri Fladstol,
Secretary

REAL PROPERTY DONATION AGREEMENT

(Arch Cape)

This Real Property Donation Agreement (the “**Agreement**”) is entered into effective as of June __, 2022 (the “**Effective Date**”), by and between JAMES W. MARKHAM and ELLA L. MARKHAM, as to an undivided one-half (1/2) interest, and JOHN C. MARKHAM, as to an undivided one-half (1/2) interest (collectively, “**Donor**”), and ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, an Oregon special district (“**Donee**”).

RECITALS

A. Donor is the owner of approximately three and nine tenths (3.9) acres of real property located in Clatsop County, State of Oregon, and more particularly described in Exhibit A, attached hereto. Said real property, together with any and all appurtenances, including but not limited to improvements, fixtures, water, timber, minerals, water rights, access rights, grazing rights and timber rights shall be referred to in this Agreement as the “**Property**.”

B. Donee is an Oregon special district, with a mission of providing good tasting, clean water to its community in a cost effective and environmentally sensitive manner.

C. To further its mission, Donee has entered into a written agreement to purchase approximately 1,441 acres of timberlands owned by Onion Peak, LLC (the “**Timberlands**”) that are located within the watershed serving as the drinking water source to the community of Arch Cape, with the goals (among others) of protecting municipal drinking water, operating the Timberlands as a locally-managed working forest, linking existing conservation areas along the Oregon Coast, protecting rare species and habitats, and providing recreational opportunities to the public.

D. Donor desires to donate the Property to Donee, with the understanding that Donee may thereafter (among other things) freely conserve the land in perpetuity in connection with its stewardship of the nearby Timberlands or sell the Property to a third party and use the resulting proceeds in an unrestricted manner for purposes determined in Donee’s sole discretion.

E. Donee desires to accept the donation of the Property from Donor, subject to and in accordance with the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are both hereby agreed upon and acknowledged by the parties hereto (each, a “**Party**,” and collectively, the “**Parties**”), the Parties agree as follows:

1) **Recitals.** The Recitals set forth above are incorporated into the terms of this Agreement for all intents and purposes.

2) **Agreement to Donate and Accept; Donee's Right to Conserve in Perpetuity, Sell or Exchange.** In consideration of the mutual covenants and agreements herein, Donor agrees to donate, and Donee agrees to accept, the Property on the terms and conditions set forth in this Agreement (the "**Donation**"). Donor agrees and acknowledges that Donee may in its sole discretion retain the Property and manage it in perpetuity for conservation purposes, but Donee is also free to sell the Property to a third party and use the resulting proceeds in an unrestricted manner for purposes determined in Donee's sole and absolute discretion, or exchange the Property with a third party for other real property that Donee will be free to manage or operate in its sole and absolute discretion.

3) **Conveyance of Title.** Title to the Property shall be conveyed in fee simple absolute by Statutory Bargain and Sale Deed in form and substance substantially identical to the instrument attached hereto as Exhibit B (the "**Deed**").

4) **Closing.** The Donation of the Property under this Agreement shall occur through an escrow (the "**Escrow**") established with Ticor Title Insurance Company located at 111 SW Columbia St., Suite 1000, Portland, Oregon 97201; Attn: Alli Swallow (the "**Title Company**"), or her designee or successor as the escrow officer, or such other commercial escrow officer of Title Company as may be agreed upon by the Parties. Donor and Donee shall deposit with the Title Company, to be held in Escrow, all funds, documents and instruments required under this Agreement to be delivered to the other Party, including (without limitation) the following items to be delivered into Escrow by Donor and Donee:

- (i) the executed Deed to the Property;
- (ii) a certificate in form and substance acceptable to Donee in its sole discretion, whereby Donor certifies to Donee that Donor is not a foreign person within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986 (a "**FIRPTA**");
- (iii) IRS Form 8283, Noncash Charitable Contributions, completed and executed by Donee as to Part V, Donee Acknowledgement; and
- (iv) Such other documents executed by Donor or Donee as may reasonably be required to complete the Closing.

For purposes of this Agreement, "**Closing**" shall occur when (a) the above-mentioned items have been deposited with the Title Company in form suitable for delivery, recordation or disbursement, as the case may be, (b) the Deed for the Property is recorded, and (c) the Title Company is prepared to issue to Donee a standard coverage owner's title insurance policy in the coverage amount of \$420,040.00 (the "**Title Policy**"), insuring fee ownership of the Property in Donee, subject only to the standard general and special exceptions set forth in the Title Policy; provided, however, that in no event shall Closing occur after August 31, 2022. DONEE AND DONOR UNDERSTAND THAT TIME IS OF THE ESSENCE WITH RESPECT TO ALL OF THE DUTIES AND OBLIGATIONS OF THE PARTIES SET FORTH IN THIS AGREEMENT.

5) **Closing Costs, Pro-Rations and Other Costs.** Any real property taxes for the current year shall be pro-rated between Donor and Donee as of the date of Closing based on the latest available tax bill. The Escrow fee charged by the Title Company in connection with the conveyance of the Property shall be paid by Donee. Donee additionally shall solely pay for the Title Policy, all recording fees incurred at Closing, and any other commercially reasonable, actual costs arising from the transfer of the Property to Donee. Also, Donee shall be solely responsible for the entire cost of any survey, building inspection or environmental audit of the Property performed in connection with this Agreement, as required by Donee in its commercially reasonable discretion.

6) **Possession and Interim Actions.** Possession of the Property shall be delivered upon Closing. Within a commercially reasonable time period following the Effective Date, Donor shall deliver to Donee true and complete copies of any non-confidential correspondence, documents, surveys, records and other information in the possession of Donor concerning the Property (collectively, the “**Due Diligence Materials**”). Donor agrees that between the Effective Date and the date of Closing or any earlier termination of this Agreement, Donor shall not, without Donee's prior written consent, which shall not be unreasonably withheld, enter into any contract, agreement or other undertaking, understanding or arrangement which would be binding upon Donee and/or any portion of the Property after Closing. Donee and Donor agree that Donee and Donor shall execute such documents with any third parties as they collectively deem reasonably necessary and advisable in order to effectuate the conveyance of the Property to Donee at Closing.

7) **Donor's Representations.** Donor makes the following representations and warranties to Donee:

(a) Donor has full power and authority to enter into this Agreement, and to donate the Property in accordance with this Agreement, and the parties executing this Agreement on behalf of Donor below have all requisite power and authority to bind Donor to the terms of this Agreement.

(b) Donor owns fee simple title to the Property, and as to the Property or any portion thereof or interest therein, Donor is aware of no:

(i) suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Property, or against Donor, which could affect Donor's title to the Property, could affect the value of the Property, or could subject an owner of the Property to liability of any kind; or

(ii) uncured notice which has been served upon Donor from any governmental agency notifying Donor of any violation of law, ordinance, rule or regulation which would affect the Property or any portion thereof.

(c) As long as this Agreement is in force and effect, Donor agrees not to enter into any agreements with other parties, for the sale of any interest in the Property, including, without limitation, option agreements.

8) **Remedies Upon Default.** In the event either party defaults in the performance of any of its obligations under this Agreement, the other party shall, in addition to other remedies provided in this Agreement or by law or equity, have the right of specific performance against the defaulting party.

9) **Right to Enter for Inspection.** At any time during the term of this Agreement, Donee, through its employees and agents, may enter upon the Property for the purpose of making such inspections and investigations as Donee deems appropriate relating to any aspect of the Property. All such inspections shall be at Donee's sole risk and expense.

10) **No Removal of Trees or Minerals.** Donor covenants that it will not remove nor cause nor allow the removal of trees, gravel, minerals or the like from the Property during the period that this Agreement remains in effect, or at any time following Closing.

11) **Indemnification.** Subject to the specific provisions of this Agreement, Donor and Donee agree to mutually pay, save, reimburse, protect, indemnify, defend and hold each other and their respective nominees, directors, agents and employees harmless from, for and against any and all claims, liability, suits, damages, fines, penalties and costs (i) arising out of, resulting from, relating or incident to the ownership and operation of the Property during the respective time of any Party's applicable ownership, or (ii) resulting from any misrepresentation or breach of representation, warranty or covenant made by the other Party in this Agreement or in any document, certificate or exhibit given or delivered to the other Party pursuant to or in connection with this Agreement. Nothing in this paragraph shall be construed to create or enlarge any right, obligation, warranty, representation, or covenant beyond those expressly stated herein.

12) **Tax Issues.** Donee makes no representations or warranties to Donor regarding the value of the Property. Additionally, Donor agrees and acknowledges that Donee has made no representations or warranties to Donor regarding the tax implications of the Donation. Donor understands that it shall be the sole responsibility of Donor to determine the tax implications of the Donation by consulting at its sole cost and expense with Donor's accountants or legal counsel. Donee agrees to complete and execute the Donee Acknowledgement section on IRS Form 8283.

13) **Notices.** All notices pertaining to this Agreement shall be in writing delivered to the parties hereto by confirmed e-mail, hand, courier service or express mail, or by certified mail, return receipt requested, postage prepaid, at the addresses set forth below. All notices shall be deemed given when deposited in the mail addressed to the party to be notified, or if delivered by confirmed e-mail, hand, or courier service, shall be deemed given when delivered.

To Donor:

James W. Markham and Ella L. Markham
5250 Calle Morelia
Santa Barbara, CA 93111
Phone: (805) 967-3072
Email: jimella@cox.net

With a copy to their attorney:

Brent E. Corwin
BRENT E. CORWIN, P.C.
PO Box 1336
Cannon Beach, OR 97110-1336
Phone: (503) 436-8800
Email: Legal@BrentCorwin.com

And To Donor:

John C. Markham
31909 Markham Lane
Arch Cape, OR 97102
Phone: (503) 436-2310
Email: jmarkham@seasurf.net

To Donee:

Arch Cape Domestic Water Supply District
Attention: Dan Seifer and Phil Chick
32065 East Shingle Mill Lane
Arch Cape, OR 97102
Phone: (503) 436-2790
Email: philchickacutil@gmail.com; danseiferacutil@gmail.com

Copies of any notice to Donee should also be sent to:

Greg Fullem
Schwabe, Williamson & Wyatt, P.C.
1211 SW Fifth Ave., Suite 1800
Portland, Oregon 97204
Phone: (503) 796-3736
Email: gfullem@schwabe.com

14) **Professional Fees.** In the event of the bringing of any action, arbitration or suit by a Party hereto against another Party by reason of any breach of any of the covenants, agreements or provisions of this Agreement, then the prevailing Party will be entitled to recover from the other Party all reasonable costs and expenses of the action, arbitration or suit, attorneys' fees, accounting, engineering or expert fees, and any other professional fees resulting therefrom, including (without limitation) any attorneys' fees incurred in connection with any appeal or bankruptcy proceeding.

15) **Binding on Successors.** This Agreement shall be binding not only upon the Parties, but also upon their personal representatives, assigns, and other successors in interest.

16) **Additional Documents.** Donor and Donee agree to execute such additional documents as may be reasonable and necessary to carry out the provisions of this Agreement.

17) **Entire Agreement.** This Agreement constitutes the entire agreement between Donee and Donor pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both Parties.

18) **No Merger.** The obligations contained in this Agreement, except for those specifically discharged in escrow, shall not merge with transfer of title but shall remain in effect until fulfilled.

19) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

20) **Counterparts and Facsimile Signatures.** This Agreement may be executed in two or more counterparts and when so executed shall have the same force and effect as though all signatures appeared in one document. A facsimile or .pdf electronic version signature of this Agreement shall be considered an original signature of this Agreement for all purposes.

21) **Authority.** Each individual executing this Agreement on behalf of Donor or Donee represents and warrants to the other Party that their execution and delivery of this Agreement and all related documents on behalf of the Party for whom they are signing has been duly authorized.

22) **Interpretation.** This Agreement is to be interpreted as if it were drafted by both and not any one of the Parties. The headings used in this Agreement are for purposes of convenience only and should not be used in construing the provisions of this Agreement.

23) **"As-Is" Donation.** Donee accepts the Property in its present condition, "AS IS, WHERE IS," including latent defects, without any representations or warranties from Donor or any agent or representative of Donor, expressed or implied. Donee agrees that Donee has ascertained, from sources other than Donor, the condition of the Property, its suitability for Donee's purposes, and the applicable zoning, building, or other regulatory ordinances and laws affecting the Property. Donee accepts the Property with full awareness of these ordinances and laws as they may affect the present use or any intended future use of the Property. Donor has made no representations with respect to any condition or suitability of the Property or any laws or ordinances affecting the Property.

[Signatures contained on following page]

The Parties have executed this Agreement effective as of the Effective Date:

DONOR:

James W. Markham

Ella L. Markham

John C. Markham

DONEE:

ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT,
an Oregon special district

By _____
Name _____
Title _____

Exhibits

- A - Property Legal Description
- B - Bargain and Sale Deed Form

EXHIBIT A

Property Legal Description

All of Blocks 8 and 9, Lots 1, 2, 3, 4, 7, 8, 9, 10, 11, and 12, Block 10, CANNON BEACH PARK, in the County of Clatsop, State of Oregon.

EXHIBIT B

Bargain and Sale Deed Form

RETURN TO:

Arch Cape Domestic Water Supply District
Attn: Phil Chick
32065 East Shingle Mill Lane
Arch Cape, Oregon 97102

MAIL TAX STATEMENTS TO:

Arch Cape Domestic Water Supply District
Attn: Phil Chick
32065 East Shingle Mill Lane
Arch Cape, Oregon 97102

**STATUTORY BARGAIN AND SALE DEED
(Oregon)**

JAMES W. MARKHAM and ELLA L. MARKHAM, as to an undivided one-half (1/2) interest, and JOHN C. MARKHAM, as to an undivided one-half (1/2) interest (collectively, "Grantor"), conveys to ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, an Oregon special district ("Grantee"), the following described real property:

All of Blocks 8 and 9, Lots 1, 2, 3, 4, 7, 8, 9, 10, 11, and 12, Block 10, CANNON BEACH PARK, in the County of Clatsop, State of Oregon.

Situs Address:	Not applicable
Account ID: 2985	Map Number: 41030BD01300
Account ID: 2986	Map Number: 41030BD01400
Account ID: 2987	Map Number: 41030BD01500
Account ID: 2988	Map Number: 41030BD01600

The conveyance effectuated by this instrument is a donation, and the true consideration for this conveyance is other value given or promised.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared JAMES W. MARKHAM and ELLA L. MARKHAM,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)



Correct Equipment
 14576 NE 95th Street
 Redmond, WA 98052

Customer: **Phil Chick**

Tim Owens
 503.582.0555
timo@correctequipment.com

Date: **May 26, 2022**

Utility: **Arch Cape**
 Project: flowIQ® RF meters and AMR system components
 Quote number: **STE-031821.2.1**

Item	Type Number	Description	Qty.	Each	Extended
1	02-K-02-D-1-8C-8-UB	flowIQ® 2200 RF; 32GPM 3/4"; lead-free PPS flow tube; 9-digit display; cubic feet registration	289	\$334.78	\$96,752.17
2	02-L-02-D-1-8D-8-UB	flowIQ® 2200 RF; 55 GPM 1" x 10.75"; SS flow tube; 9-digit display; cubic feet registration	12	\$452.17	\$5,426.09
3	6696053	READY Manager for AMR (for up to 800 metering points)	1	\$1,712.00	\$1,712.00
4	6696053FH	READY Hosting Subscription (for up to 800 metering points)	1	\$1,464.00	\$1,464.00
5	BCUS30302.103W	Subscription price, Leak Detector, < 800 metering points	1	\$2,618.00	\$2,618.00
6	BCUS30302.200W	Up and Running with leak Detector Software	1	\$455.00	\$455.00
7	BCUS30302.100W	Pipeline Integration Service (one time fee)	1	\$585.00	\$585.00
8	6696200020	READY Converter, US, advanced 2 x READY 3 channel converter built into a sturdy flightcase including 2 whip antennas, 2 x 110 VAC wall adapters, 1 x car adapter 12 VDC, 2 x micro-USB cables, 2 x external antennas, 2 x mobile holders and a quick guide.	1	\$1,355.77	\$1,355.77
9	BC20104X	AMR System, taken into operation and training over internet connection a. Installation of REAdy Suite SW's b. Taking into operation c. User training d. 4 hours included, additional time on a separate offer e. Billing software interface	1	\$2,500.00	\$2,500.00
10		Installation of 285 - 3/4" and 12 - 1" water meters with electronic change information and meter box GIS data	1	\$22,600.00	\$22,600.00
Total					\$135,468.03

Comments:

- (1) Pricing valid through June 30th, 2022
- (2) Delivery schedule TBD
- (3)
- (4) See General Kamstrup Terms & Conditions of Sale attached.
- (5) Terms: Net 30 Days
- (6) Maximum operating pressure for meters is 250 PSI

Correct Equipment

Authorization of Meter Order

Tim Owens

X

Authorized Signature

Date

Arch Cape



Arch Cape Domestic Water Supply District Request For Proposal Response from General Pacific



General Pacific, Inc. (“Gen Pac”) thanks you for the opportunity to respond to the Arch Cape’s Request for Proposal. The demand for water is ever increasing; it is estimated that by 2050, global demand for water will be 160% of today’s demand. Your concerns of water conservation, minimizing non-revenue water and other goals need fast, accurate water usage data to better manage operations. General Pacific is eager to partner with you to help you achieve your goals.

Contained in this response is technical information on the ORION® family of products and BEACON Advanced Metering solution from Badger Meter. Our goal is for Arch Cape to gain a complete understanding of how the General Pacific team, partnered with Badger Meter, is perfectly positioned to provide this solution to the Arch Cape and your customers.

Scope of Work for the Arch Cape Domestic Water Supply

General Pacific, along with GT Excavating, is prepared to offer the City the following in keeping with this ITB:

1. Development and implementation of an AMR reading solution. This will be accomplished using Badger Meter’s ORION BEACON AMA solution using ME Mobile technology and metering products. General Pacific will serve as the local distributor to the Arch Cape Water and Sanitary District for meter and solution purchases.
 - a. Jason Vancleave, GenPac, will serve as the Arch Cape Water and Sanitary District’s main contact for contract negotiations, material orders and follow up.
 - b. After contract negotiations, a meeting will be held on site at the Arch Cape Water and Sanitary District to determine the final quantities and products needed, as well to provide an overview of expectation on the project.
 - c. Badger Meter will work with the Arch Cape Water and Sanitary District’s utility billing contact to provide the information to get the interface work started. File formats required will be provided to be sent to CIS
 - d. Once a billing interface file has been tested and approved by Badger Meter, Arch Cape’s BEACON AMA software will be populated with the accounts and training will be scheduled.
2. Installation of all products which includes water meters, ORION endpoints, as well as set up of the BEACON AMA software. This includes working with CIS and the software interface with the Arch Cape Water and Sanitary District’s billing/customer information system.

- a. GT Excavating will serve as the local installation contractor to the Arch Cape Water and Sanitary District.
 - b. Gen Pac will coordinate a pre-construction meeting with the Arch Cape Water and Sanitary District to discuss the expectations and deliverables of the project.
3. Support of the Arch Cape Water and Sanitary District throughout the AMR system deployment. General Pacific and GT Excavating will work cohesively on these projects to provide the successful deployment of the ORION Mobile AMR solution.
4. Support after deployment will transition to Badger Meter's technical support group based in Milwaukee, WI. Support is available 24 hours a day, 7 days a week, with normal business hours of 7:30 AM to 5:00 PM CST. Calls are returned within 30 minutes after normal business hours.

Account Information

The BEACON® Advanced Metering Analytics (AMA) software suite uses the billing import file to tie Arch Cape Water and Sanitary District's account information to the meter reads and exception information. The billing system will be used as the master database and any changes will be sent to BEACON AMA software, via an interface file, at a frequency determined by Arch Cape Water and Sanitary District. Any information not stored in the billing system can be changed and saved in BEACON AMA software. The BEACON AMA software collects the following information for your customer and asset management needs:

- Customer details (first/last name, address, city, state, email address, and phone number)
- Meter/endpoint details (meter type, meter size, unit of measure, meter serial number, endpoint type, installation date, and endpoint serial number)
- Location or service point latitude/longitude
- Interval/billing meter reads
- Metering exception information
- Customer notes

Account Tags

With the BEACON® Advanced Metering Analytics (AMA) software, Arch Cape Water and Sanitary District can create special account tags based on certain data fields within the database. Account tags can be created for reporting, route reading, or metering analytics, and customer accounts can have multiple tags.

AMR, AMI Experience

We are a leading provider of AMR/AMI solutions in the water industry. Badger Meter introduced its first AMR system in June of 1986 and has since successfully deployed over 10 million ORION® endpoints for more than 3,000 utilities. Our years of experience in AMR/AMI allow our customers to rest assured that they have a relationship with a company dedicated to providing best-in-class AMR/AMI software and hardware.

In 1988, Badger Meter became the first U.S. company to offer radios on water meters and went on to develop a family of two-way connectivity solutions, including both AMR and AMI solutions. In 2014, Badger Meter introduced the first cellular AMI solution for North American water utilities. Since that time, over 1,000 utilities have selected the ORION Cellular endpoint as their technology of choice, deploying one million endpoints.

Archiving, Data Backup

The BEACON® Advanced Metering Analytics (AMA) software suite utilizes industry best practices to protect your important metering data. We provide daily backups of your data in case of data corruption or hardware failure.

Backwards, Reverse Flow, Backflow Meter Alarm/Alert

When a reverse flow condition exists, the BEACON® Advanced Metering Analytics (AMA) software will provide an alert in the flow health module of the BEACON AMA dashboard with a link to account details. The information can then be acted upon by the appropriate utility personnel. The alert clears when no reverse flow condition is detected for 30 consecutive days.

Billing System Compatibility

Badger Meter has worked with hundreds of different billing system vendors to develop the necessary system interface file. We have designed the BEACON® Advanced Metering Analytics (AMA) software to be easily customized by our technical support personnel for export to a billing system compatible format (note: billing vendors may charge a fee for the development of this interface). Also, by providing web services, Arch Cape Water and Sanitary District can easily subscribe to our database and seamlessly integrate into other applications within their system.

Custom Reports

Users can create custom online reports by selecting any number of filters on the Monitor page in BEACON® Advanced Metering Analytics (AMA) and then save their filter groups (account groups) for instant recall at any time. Also, Arch Cape Water and Sanitary District can import many account fields and tags to further support the report filtering capabilities.

Customer Machine User Access

The BEACON® Advanced Metering Analytics (AMA) software is a web-based application, designed to run with a standard web browser without the need to install any local software.

Data Center Monitoring

Cloud-based solutions from Badger Meter use a wide variety of automated monitoring systems to provide high-level service performance and availability. Our network monitoring tools are designed to detect unusual or unauthorized network activities and conditions at ingress and egress communication points.

Our tools monitor server and network usage, port scanning activities, application usage, and unauthorized intrusion attempts. They can set custom performance metrics thresholds for unusual activity. Our monitoring software constantly analyzes network performance characteristics in real-time to ensure that you can access your metering data through the fastest, most reliable networks available. Daily backups of your metering data are accessible in case of data corruption or hardware failure. You can be assured your data is safe with us.

Data Hosting

Cloud-based solutions from Badger Meter support the application and data management of ORION® AMR/AMI meter reading solutions, so you can concentrate on managing your utility without worrying about the IT and networking expertise required to properly support your meter reading system.

Building utility-owned server infrastructure can be slow and expensive. Server hardware and software needs to be ordered, paid for, installed, configured, and managed, and all this needs to happen long before you deploy your AMR/AMI system. Network engineers from Badger Meter will monitor, manage, and host your important meter reading data in our powerful analytics-based reading data management software solution, BEACON® Advanced Metering Analytics (AMA), in a secure, world-class data center. The power of the system is available when and where you need it, without the need to hire costly IT resources to manage your own servers or data center.

Badger Meter cloud-hosting solutions deliver a highly scalable, cloud-computing platform with high availability and reliability, and the flexibility that enables you to grow your system at your own pace. To provide end-to-end security and privacy, our hosting platform is built in accordance with industry-best practices and provides the appropriate security features throughout. Maintaining the confidentiality, integrity, and availability of your data is of the utmost importance to Badger Meter.

Data Hosting Benefits

With cloud-based solutions from Badger Meter, you can concentrate on using the powerful features available through BEACON® Advanced Metering Analytics (AMA) to improve your utility in the following areas:

- Customer service
- Water and energy conservation
- Personnel/resource management
- Operations and asset management
- Government regulations
- Revenue management

Data Hosting Security

Badger Meter's data hosting provider's IT infrastructure is designed and managed in alignment with best security practices and a variety of IT security standards, including

- SOC 1/SSAE 16/ISAE 3402 (formerly SAS 70 Type II)
- SOC 2
- FISMA, DIACAP, and FedRAMP
- PCI DSS Level 1
- ISO 27001
- ITAR
- FIPS 140-2

BEACON® Advanced Metering Analytics (AMA) is ISO 27001 certified and SOC 2 examined against the Security, Availability, and Confidentiality Trust Services principles.

Data Import Validation

Data can be imported from other utility applications such as the billing system or GIS system into the BEACON® Advanced Metering Analytics (AMA) software. All imported data goes through a series of validations. Any data exceptions will be caught in the validation process prior to populating the BEACON AMA software database, and users will be notified of any issues.

Data Retention

The BEACON® Advanced Metering Analytics (AMA) hosted server stores the past three years of information from all endpoints in the system. Utilities may export and archive their data at any time.

There is no quantity limit on the number of endpoints' data that can be stored within the BEACON AMA software suite.

Data Storage

The BEACON® Advanced Metering Analytics (AMA) software suite is a web-based managed software platform, designed to store all its data on a managed server (managed by Badger Meter network professionals) with no storage needs at Arch Cape Water and Sanitary District or on the client level access computer.

Database Platform

The BEACON® Advanced Metering Analytics (AMA) software utilizes cloud data services including relational databases. Information can be exported for use with MS SQL, Oracle, and DB2 platforms through an API interface or CSV files.

Ease of Use

Badger Meter introduced its first AMR system in June of 1986 and its first AMI system in January of 2005. Our years of experience in metering and AMR/AMI as well as our successful, sustained relationships with utility customers demonstrate our dedication to providing high quality, best-in-class AMR/AMI software and hardware that is both easy to use and reliable. With more than 30 years of experience in developing software specifically for the water industry, we understand how to meet the needs and expectations of our customers. We strive to develop products that are not only efficient but also easy to understand. From our handheld applications to our BEACON® Advanced Metering Analytics (AMA) software suite, customers continue to express satisfaction in our products' ease of use and seamless integration into their daily operations.

Encoder and Meter Compatibility

Badger Meter offers multiple high resolution encoder options for BEACON® Advanced Metering Analytics (AMA) solution deployments to provide the power of high-resolution consumption data to manage your system. The HR-E® LCD is a fully electronic, solid-state encoder that operates with no moving parts. Encoder status indicators can also be sent to the endpoint for transmission to the BEACON AMA software as part of the 9-dial encoded output for endpoints capable of receiving extended messages. The HR-E LCD also offers tamper-resistant features such as register removal and magnetic tamper indicators to provide utilities with increased security. The HR-E features eight traditional odometer wheels that utilize a frictionless form of encoding technology.

All Badger Meter encoders use the industry standard ASCII protocol and are packaged to provide a non-gasketed encoder solution to meet the needs of the harshest flooded pit applications.

Encoder Error

The ORION® endpoint sets an encoder error status flag if the endpoint's attempt to read the encoder results in a meter reading that is not valid or contains an erroneous value. The alarm is cleared when a valid encoder reading is obtained. This alarm is also stored as part of the interval metering data.

Encoder Magnetic Tamper Alarm

The HR-E® LCD supports a magnetic tamper alarm that is transmitted through the ORION® endpoint and surfaced in BEACON® Advanced Metering Analytics (AMA) software for management of the meter system.

Encoder Reading Methodology

The HR-E® LCD is a fully electronic, solid-state encoder with no moving parts and is programmed to electronically send readings and exception statuses to the ORION® endpoint. The HR-E LCD encoder

detects movement of the wet side meter magnet with magnetic sensors to provide reliable and dependable encoded communication.

The HR-E utilizes a direct drive, high-strength magnetic coupling, through the meter body to the wetted magnet to provide a reliable and dependable register coupling. When using the HR-E encoder, the encoded reading obtained by the ORION endpoint is sensed directly from the position of the encoder's odometer using internal LED light paths to determine the exact position of each number wheel. This technology eliminates electromechanical contacts that could wear out, providing greater long-term performance.

For industry compatibility, all Badger Meter encoders utilize the industry standard ASCII protocol to deliver readings to the ORION endpoint.

Encoder Removal Alarm

The HR-E[®] LCD supports an encoder removal alarm that is transmitted through the ORION[®] endpoint and surfaced in BEACON[®] Advanced Metering Analytics (AMA) software for management of the meter system.

Endpoint Construction

ORION endpoints are enclosed in an engineered, thermoplastic housing, which includes a radio frequency (RF) circuit board, battery, and antenna. Designed for long-term performance, the endpoints are fully potted to ensure its reliability in flooded or submerged applications.

Endpoint Installation

Using Badger Meter and recommended practices. Installers are trained in proper installation methods. Training will include demonstration of the correct way to perform the installation, followed by observation of the trainee performing the installation numerous times. To confirm the installation has been successful, operation of the BEACON[®] Advanced Metering Analytics (AMA) software, handheld, laptop, or tablet will be covered. Additional training topics will include troubleshooting unread meters, splicing endpoint wire, and re-programming of endpoints, as applicable.

Error Codes, Messages

The BEACON[®] Advanced Metering Analytics (AMA) software error codes are designed and scripted to be logical statements to allow users to understand the cause and correction of the error. This allows our technical support team to quickly assist customers in resolving issues.

Expected Endpoint Life

Badger Meter has a patent pending and leverages proprietary methods to optimize endpoint power management. Accordingly, when installed as stated in the recommended installation instructions provided in the endpoint installation manual, the expected life of the endpoint battery is designed to support the 20-year warranty provided with each endpoint.

FCC License

In the United States, FCC and CTIA are the bodies responsible for regulating domestic wireless telecommunications programs and policies, including licensing, and is responsible for implementing rules and regulations regarding frequency allocations, operating and design characteristics of equipment, power limits and testing/certification requirements, among other responsibilities. The ORION® Cellular LTE-M endpoint utilizes as its primary communication licensed frequencies that are specifically set aside for LTE-M cellular communications. Unlike many AMI solutions that use shared frequencies and bandwidth, ORION Cellular endpoints utilize licensed frequencies to avoid interference from unauthorized users. For its mobile back-up message, the ORION Cellular endpoint communicates on the FCC-regulated 902-928 MHz frequency. ORION Cellular endpoints comply with Part 15, Part 22, Part 24, and Part 27 of FCC Rules.

No license from the FCC is required by Arch Cape Water and Sanitary District to operate an ORION meter reading system. Refer to the ORION Water Endpoints Installation Manual for additional details.

Hybrid Systems

Every utility has unique characteristics that make selecting an appropriate meter reading technology challenging. Utilities have different types of customers with varying needs of interval data. Utilities may also have service territories that include non-contiguous areas or areas with aggressive topography. Badger Meter does not take a “one-size-fits-all” approach to AMR/AMI solutions. Each of our product offerings and solutions provide distinct features and functions to address the goals, objectives, and unique circumstances of our utility customers.

Integration

The BEACON® Advanced Metering Analytics (AMA) cloud-based solution must be set up and integrated with Arch Cape Water and Sanitary District’s billing system prior to deployment of the endpoints. A Badger Meter integration specialist will be assigned to your implementation to perform the following tasks:

- Setup and configuration of the BEACON AMA cloud-based solution.
- Integration support for the billing vendor to develop an interface file or web services for transfer of data from/to Arch Cape Water and Sanitary District's billing system.

Interoperability with Valves, Sensor Technologies

The E-Series® Ultrasonic Plus, currently in final testing before release, is just one of the latest innovations from Badger Meter. The E-Series Ultrasonic Plus combines the industry-leading ultrasonic technology of an E-Series meter with an integrated valve. When an E-Series Ultrasonic Plus meter is deployed with an ORION® LTE-M Cellular endpoint, Arch Cape Water and Sanitary District will have access to an innovative tool to better control costs and increase cash flow.

As part of a comprehensive solution that goes beyond metering consumption, when the 3- and 4-inch E-Series Ultrasonic meters are connected to ORION Cellular LTE or LTE-M endpoints, water and ambient temperature are displayed at the meter. The meter also displays water pressure data with the addition of an integrated pressure sensor, which is standard for commercial meters and optional for residential meters. When connected to ORION Cellular LTE or LTE-M endpoints, both the pressure and temperature information is communicated to and presented in BEACON® Advanced Metering Analytics (AMA), helping utilities understand and proactively manage their water systems faster and more efficiently.

The ORION Cellular LTE or LTE-M endpoint will also support the next releases of the commercial E-Series Ultrasonic Meters.

Badger Meter continues to investigate and develop products to enhance and support the maintenance of water systems. The deployment of a managed solution provides flexibility through the installation of the ORION endpoint with two-way communication. As new products are released, they can be integrated into an existing system.

Leak Detection

When continuous usage is measured during any 24-hour time, the BEACON® Advanced Metering Analytics (AMA) software will provide an alert to the potential leak on Arch Cape Water and Sanitary District's dashboard with a link to account details. The "potential leak" detection notification automatically clears after the next endpoint transmission communicating that the continuous flow condition no longer exists.

Acoustic Leak Detection

We are currently evaluating third-party acoustic leak detection systems for integration with the BEACON® Advanced Metering Analytics (AMA) software suite and additional information will be available when systems are qualified and tested for release.

Low Battery Indication solution

When an endpoint is experiencing a low battery condition, an algorithm triggers a low battery notification within the BEACON® Advanced Metering Analytics (AMA) software. With ample time to replace the endpoint, the alert will surface on Arch Cape Water and Sanitary District's dashboard with a link to account details.

BEACON® AMA Solution Overview

The BEACON® Advanced Metering Analytics (AMA) Software as a Service (SaaS) from Badger Meter brings a new level of utility-optimizing information to light, combining the power of intuitive software with proven ORION® Network as a Service (NaaS) AMI technology to provide greater visibility and control over utility management.

Built on the time-tested ORION system for interval data capture and two-way communication, the BEACON AMA system delivers a simple yet powerful end-to-end solution.

The BEACON AMA software suite puts meter-reading data to work to address Arch Cape Water and Sanitary District's demands for actionable information and to improve operations in the process.

BEACON AMA has the following features:

- Customizable dashboards to deliver information in a format matched to Arch Cape Water and Sanitary District's requirements
- Unique alert conditions to define and monitor exceptions
- Consumer engagement tools including online access and smartphone apps to enable access to individual customer information
- Secure, hosted platform with API feature to easily share data across utility applications
- Automatic software updates
- Integration with Arch Cape Water and Sanitary District's billing system

BEACON® AMA Solution Benefits

- **Faster leak detection:** Customizable alerts using the interval read data that allow your utility to define exceptions, including continuous flow, to more quickly identify and fix problems.
- **Water conservation clarity:** Quantify the effects of water conservation efforts—on a utility basis, or by water customer.
- **Easier compliance reporting:** Achieve regulatory compliance by using the system's interval read data to configure and print required reports through the system.
- **Enhanced customer service:** Easy-to-use data tools put the power of consumption data at your fingertips by allowing rapid response to customer inquiries and quick resolution or elimination of some billing issues. The EyeOnWater® consumer engagement portal and smartphone apps

provide water customers with easy access to their consumption data. Customers will be able to view activity and gain a greater understanding of usage and the value provided.

BEACON® AMA Solution Cost Savings Analysis

The meter data available with the BEACON® Advanced Metering Analytics (AMA) system will improve Arch Cape Water and Sanitary District's operations in numerous ways. In addition to providing timely and accurate billing information, the system quickly flags vandalized or tampered meter endpoints, assists in conservation efforts, and flags accounts that may have usage anomalies. Additionally, Arch Cape Water and Sanitary District's customer service is improved when daily meter reading data is made easily accessible to help quickly answer customer questions and resolve billing disputes.

Depending on Arch Cape Water and Sanitary District's operational procedures and/or labor costs, bottom line savings can be improved in the following areas:

- Improved accuracy of new meters means increased revenue
- The reduction of meter reading services costs
- Elimination of costs associated with final billing reads
- Software as a Service approach allows system to be deployed immediately
- Decreased IT and server support requirements allow IT resources to concentrate on other critical utility tasks
- Increased customer service efficiency through optimized customer engagement
- Reduction of vehicle and gas expenses as they relate to meter reading
- Labor savings by routes being read automatically via the office versus in the field
- Decreased worker's compensation claims
- Increased data assists in system leak detection
- Current meter reader personnel can now work on other tasks and system maintenance

BEACON® AMA Solution Features

The BEACON AMA system is available through a managed service offering built to minimize the costs for deploying and maintaining the system. These savings allow your utility to focus your time and resources on managing its water delivery system.

To future-proof this investment, and keep current with industry changes, Badger Meter provides the latest software communication technology as it is developed, tested, and available.

Solution software updates are automatically available upon release. As a cloud-based solution, there are no software updates to load or patches to install. To help understand changes, the "What's New" feature indicates an update has occurred, and briefly describes the changes that have been implemented.

Meter Box, Lid Materials

The ORION® endpoint antenna transmits energy in an upward direction as well as out toward the side of the endpoint in a donut-shaped pattern. Because metallic materials reflect radio frequency (RF) signals, mounting through a non-metal pit lid is required to ensure optimal signal propagation. Please note that all manufacturers should recommend that their endpoints be mounted through RF-friendly lids to prevent signal degradation.

The ADA-compliant Thru-the-Lid Install Kit, available from Badger Meter, is designed for use with a non-metal pit lid, 2 inches (51 mm) maximum thickness, with a standard hole diameter of 1-7/8 inches (48 mm).

No Usage Alert

The BEACON® Advanced Metering Analytics (AMA) software suite provides a non-usage alert when an ORION® endpoint registers no.

ORION® Endpoint Batteries, Life, Replaceable Battery

The ORION® endpoints deployed as part of a BEACON® Advanced Metering Analytics (AMA) solution utilize a lithium thionyl chloride battery. Our low warranty return rate is directly attributable to our time-tested and proven potting/sealing process, allowing the battery to withstand harsh environments and protecting the endpoint electronics in flooded or submerged pit applications.

To eliminate the potential for failure caused by moisture intrusion, all ORION endpoint electronics and batteries are fully potted with epoxy, and its battery is not field replaceable.

ORION® Endpoint Configurations

ORION® endpoints are configured for both remote (indoor/outdoor, non-submersible applications) and pit (submerged locations) installations. The ORION endpoint features our proven and reliable sealing technique designed to ensure the longevity of the unit in harsh pit environments. As a standard, all units are available with connectors for reliable and effective plug and play strategies for connectivity to an approved competitive encoder.

ORION® Endpoint Connection to Meter Encoders

Badger Meter recommends the use of a connector for an ORION® endpoint. ORION endpoints are available with a Twist Tight® connector assembly that includes a short length of wire (approximately 8 inches) for deployment in pit and outdoor applications. Standard Twist Tight connector cable lengths for the encoder side include 5 feet, 10 feet, or 25 feet to meet a variety of applications.

ORION® Endpoint Connector

Badger Meter utilizes the Twist Tight® in-line connector for Badger Meter meters, encoders, and endpoint assemblies. The Twist Tight connector provides Arch Cape Water and Sanitary District with a reliable and effective plug-and-play strategy for connectivity with Badger Meter encoders, meters, and endpoints and is approved for flooded pit environments. Based on testing, the Twist Tight in-line connector provides a superior solution for flooded pit applications and can support all current Badger Meter published warranties for meters, encoders, and endpoints.

ORION® endpoints are available with a Twist Tight connector assembly that includes a short length of wire (approximately 8 inches) for deployment in pit and outdoor applications. Standard Twist Tight connector cable lengths for the encoder side include 5 feet, 10 feet, or 25 feet to meet a variety of applications.

Other System Software Interoperability

The BEACON® Advanced Metering Analytics (AMA) software is designed as a thin-client application and does not have any known interoperability issues with other software that could be running on the client-access computer.

Pit Endpoint Installation

To install the endpoint using mounting Kit, thread the locking ring counterclockwise onto the endpoint so approximately three inches of the endpoint housing is above the ring. Place the endpoint through the hole of the pit lid from the bottom. Thread the top nut clockwise to the endpoint portion above the pit lid until snug. Turn the locking ring clockwise at the bottom of the endpoint until it is snug against the bottom of the pit lid.

For more information, see the ORION Water Endpoints Installation Manual.

Printing of Reports, Exportable Format

The BEACON® Advanced Metering Analytics (AMA) software is a web application, designed to run through a standard web browser application. It uses the browser's local printing capabilities. Information can also be exported in standard CSV format for use with Microsoft Excel or other report-generation software.

Programmable Features

ORION® endpoints do not require any local programming outside of initial network activation. In normal operation, any programming required (such as firmware updates) can be accomplished through

two-way communication between the endpoint and the BEACON® Advanced Metering Analytics (AMA) software suite.

Reverse Flow Detection, Backflow Alert

When a reverse flow condition exists, the BEACON® Advanced Metering Analytics (AMA) software will provide an alert in the flow health module of the BEACON AMA dashboard with a link to account details. The information can then be acted upon by the appropriate utility personnel. The alert clears when no reverse flow condition is detected for 30 consecutive days.

Software Overview

Since 1986, Badger Meter has designed meter reading software for water utilities of all sizes. Today's fixed network solutions remotely collect large amounts of metering data that can be somewhat overwhelming to utility personnel. Converting a traditional AMI network into a powerful AMA solution, however, can be achieved by implementing smart analytics-based software like AMA software suite.

Traditional AMI networks collect large amounts of metering data used primarily for billing purposes. If the utility wants to better understand the AMI data, they must run a myriad of reports, and then try to mine the data to find the exception conditions of concern. With the BEACON® Advanced Metering Analytics (AMA) software suite, this is no longer necessary. The BEACON AMA software suite provides utilities with tools over and above meter reading and network management. BEACON AMA software offers proactive analytics based on interval metering and collected exception data. The result for your utility is improved efficiency along with proactive management.

The BEACON AMA software suite also provides effective tools to assist water utilities in the following areas:

- Customer service
- Water and energy conservation
- Operations and asset management
- Government regulations
- Personnel and revenue management
- Resource management
- Information integration

To aid in the billing process, BEACON AMA software suite provides a simple interface to utility billing software. It also provides an online dashboard to improve the management of daily water operations.

Software Service Agreement

The BEACON® Advanced Metering Analytics (AMA) solution provides customers with the following benefits:

- Unlimited access to Badger Meter technical support 24 hours a day, seven days a week telephone and remote web assistance for prompt resolution of software/system issues
- After-hours 30-minute response time
- No charge BEACON AMA software updates
- Remote software and system diagnostics
- Access to installation and training documentation
- Additional web-based training sessions

The BEACON Engagement Fee includes the licensing, administration, and initialization of Arch Cape Water and Sanitary District's BEACON AMA software suite, and Badger Meter configuration work required to interface with Arch Cape Water and Sanitary District's billing system.

Software Upgrade Process

The BEACON® Advanced Metering Analytics (AMA) solution lets you concentrate on what you do best: deliver high quality water to your customers. With the BEACON AMA solution, software upgrades are automatic.

Software Upgrades

The BEACON® Advanced Metering Analytics (AMA) solution was developed by considering the day-to-day issues our customers face. The BEACON AMA software provides practical solutions for water utilities not only for today but with an eye on the ever-changing utility work environment. As our customers bring new issues to our attention, we add these concerns to our software product development backlog. Badger Meter utilizes the Agile project and development process, which effectively and continually releases new software and upgrades to provide fresh and innovative solutions to everyday utility problems.

All software updates are automatically available upon release. With the cloud-based solution, there are no software updates for you to load or patches to install. If a critical update is needed between planned releases, Badger Meter may choose to perform off-schedule releases to ensure our customers have a hassle-free experience.

Information regarding new features or significant changes to existing functions or features will be displayed in the "What's New" notification widget to help Arch Cape Water and Sanitary District understand what changes have been made. To help with the understanding of the new functions and features Badger Meter will offer regularly scheduled online training updates that may be attended by Arch Cape Water and Sanitary District personnel.

Standard Reports

In addition to billing reads, the BEACON® Advanced Metering Analytics (AMA) software suite has the following reporting capabilities:

- Meter reading history/user consumption
- Potential leak detection
- Reverse flow/backflow
- Tamper detection
- Encoder error reporting
- Endpoint programming notification
- Unread meter report

Stored Data System Integrity and Security

The BEACON® Advanced Metering Analytics (AMA) software's data storage is designed with a database which is backed up automatically on a daily basis, creating a high level of system integrity. Multiple servers provide for quick disaster recovery.

System Recovery

The BEACON® Advanced Metering Analytics (AMA) software is designed to operate at levels over 99 percent uptime and automatically backs up your metering data on a daily basis. Multiple servers provide for quick disaster recovery.

Technical Support

Our customers have a top-quality 24/7 technical support team ready to assist whenever needed. As a part of your BEACON® Advanced Metering Analytics (AMA) managed solution deployment, our Milwaukee-based technical support team can assist you remotely by connecting to your BEACON AMA cloud-based solution via the internet (WebEx) to directly analyze and troubleshoot any difficulties. The location of the office that will address all support questions/issues is located at 4545 W. Brown Deer Road, Milwaukee, WI 53223. Direct support phone service is provided Monday through Friday from 8:00 a.m. to 5:00 p.m. CST. After hours pager support is provided Monday through Sunday, with a normal 30-minute response time.

Our technical support staff is directly tied into our software engineering group. On the rare occasion that a software issue escalates beyond the technical support staff's in-depth knowledge into source code issues, our software engineers will resolve the issue to your satisfaction.

If an issue arises with the BEACON AMA system that cannot be resolved over the phone or through an internet support session, Badger Meter can provide on-site technical support on a time and material basis, typically within 24 hours of receiving a support call. In addition to the Badger Meter Milwaukee-based technical support staff, Field Sales Support Specialists, located throughout the country, are available to assist on-site as needed.

User Administration, Permissions

The BEACON® Advanced Metering Analytics (AMA) software allows for four levels of authorization based on user roles, with the ability to establish different levels of access to system functions and account data through the system administrator. Users are added and permissions set at the database administration level, and different users have individual permissions as needed. Primary and alternative administrators should be defined to provide access availability.

Versions of Endpoint

Badger Meter continues to be a leader in providing cutting-edge AMR/AMI technologies to the utility industry. Because we listen to our customers, we are able to integrate problem-solving features into our products that can assist in increasing your operational efficiency.

The ORION® product line was introduced in 2002 and we continue to ship and service customers with ORION products to support their system's growth. In 2011, Badger Meter introduced both its ORION Migratable (ME) endpoint with two-way communication capability and the ORION Fixed Network (SE) endpoint, which provided additional flexibility and capabilities to customers. In 2014, Badger Meter introduced the latest version of this product family, the ORION Cellular endpoint. Each of these endpoints is supported side by side in our BEACON® Advanced Metering Analytics (AMA) software.

Wire Tamper (Cut Wire) Detection

For protection against cut-wire tampering, the smart circuitry of the ORION® endpoint immediately detects an open or short circuit in the three-wire connection between the endpoint and the encoder. An electronic tamper flag is sent with the next broadcast message if the wire is accidentally or intentionally cut. The BEACON® Advanced Metering Analytics (AMA) software will provide a tamper alert on Arch Cape Water and Sanitary District's dashboard with a link to account details. This tamper flag is maintained until a valid reading can be obtained from the endpoint or until the wire is repaired by Arch Cape Water and Sanitary District.

Badger Meter also offers a seal screw, tamper-proof Torx screw, or proprietary seal screw option to discourage or prevent an encoder from being removed from the meter. Additionally, the Badger Meter HR-E® LCD encoder supports an encoder removal alarm that the ORION endpoint communicates to the BEACON AMA software upon each occurrence.

Wire Tamper Re-programming Process

When an endpoint is connected to an HR-E® or HR-E LCD encoder, no additional programming is required upon repairing the wire. Once the wire is repaired, the endpoint will be able to obtain a valid

reading from the encoder and the cut wire indicator (tamper) will be cleared.



Quote

Quote # 44718.47

Badger Beacon Software & Meter Pricing

Qty	Description	Unit Price	Extended Price
Beacon Software For Mobile			
1	BEACON Engagement Fee This fee includes the setup and activation of Customer's BEACON AMA portfolio (1,000 total connections)	\$3,900.00	\$3,900.00
1	AMR Training On Site Badger Training	No Charge	
1	Billing Integration (1,000 total connections)	\$2,200.00	\$2,200.00
1	Trimble T10 Tablet With ME Transceiver	\$7,900.00	\$7,900.00
Startup Software and Equipment Total			\$14,000.00
Meter Register and Radio With Mobile ME Endpoint			
284	M25 5/8" x 3/4" Meter, HRE Register, Orion Mobile ME Endpoint	\$227.00	\$64,468.00
12	M55 1" Meter, HRE Register, Orion Mobile ME Endpoint	\$305.00	\$3,660.00
Meter Register and Endpoint Total			\$68,128.00
Annual Maintenance Charges			
296	BEACON Mobile Monthly Hosting Fee \$0.11 Per Meter Per Month	\$0.11	\$390.72
Annual Maintenance Total			\$390.72
Installation			
296	Installation of 3/4" and 1" Meters gaskets and Endpoint Mounting hardware included Any Additional Parts to be supplied by Arch Cape	\$100.00	\$29,600.00
Installation Total			\$29,600.00

1. Standard General Pacific Terms and Condition will apply.
2. Prices subject to change without notice.
3. There will be a restocking fee for returned Material.
4. Special order items are final. (No Returns)
5. The customer is responsible for all applicable sales tax.
6. Payment Terms Net 30
7. Badger Standard Terms and conditions apply, see attached document.

BADGER METER AMR CUSTOMERS OREGON – WASHINGTON - IDAHO

Cross Valley Water District, WA

Washington State
3,000 Endpoints
Disc Meters, HRE Registers
3,000 Cellular
2015 Project Started
Mike Johnson (360) 668-6766
Owner Installed

City of Hermiston, OR

Oregon
5,000 endpoints
Disc Meters, HRE Registers
5,000 Cellular
2014 project started
Roy Bicknell (541) 567-5521
Owner Installed

Yakima County Public Services, WA

Washington State
2,200 endpoints
Disc Meters, HRE Registers
300 Cellular
1900 Fixed
2014 project started
Joe Stump (509) 574-2425
GT Excavating Installed

Lake Chelan Reclamation District, WA

Washington State
700 endpoints
Disc Meters, HRE-LCD Registers
700 Cellular
2020 project started
Jennifer Collins (509) 687-3548

North Perry Avenue Water District, WA

Washington State
1,600 endpoints
Disc Meters, HRE-LCD Registers
1,200 Cellular
50 Mobile
365 Fixed
2018 project started
Peter Tonder (360) 373-9508
Owner Installed

Eastsound Water Users, WA

Washington State
1,000 Endpoints
Disc Meters HRE Registers
1,000 Cellular
2015 Project started
Dan Burke 9360) 622-3343
Owner Installed

City of Cannon Beach, OR

Oregon
1,800 endpoints
Disc Meters, HRE Registers
1,800 Cellular
2007 project started
Daniel Willyard, (503) 436-8082
Owner Installed

City of Eagle Point, OR

Oregon
3,600 endpoints
Disc Meters, HRE Registers
800 Cellular
2,800 Mobile
2014 project started
Darren Kinyon (541) 621-8055
Owner Installed

Birch Bay Water and Sewer, WA

Washington State
4,400 endpoints
Disc Meters, HRE Registers
12 Cellular
4,400 Mobile
2018 project started
Charlie Hagin (360) 371-7100
Owner Installed

Stevens PUD, WA

Washington State
4,700 endpoints
Disc Meters, HRE Registers
2,200 Cellular
2,400 Mobile
2018 project started
Kelly Terry (509) 233-2534
Owner Installed

BADGER METER AMR CUSTOMERS OREGON – WASHINGTON - IDAHO

City of Quincy, WA

Washington State
2,400 Endpoints
Disc Meters HRE Registers
2,400 Mobile
2007 Project Started
Howard Van Baugh (509) 787-3523 Ext 252
Owner Installed

Town of La Conner, WA

Washington State
800 Endpoints
Disc Meters HRE Registers
800 Mobile
2007 Project Started
Brian Lease (425) 355-3355
Owner Installed

City of Granite Falls, WA

Washington State
1,700 Endpoints
Disc Meters HRE Registers
1,700 Mobile
2011 Project Started
Charles White (360) 691-6441
Owner Installed

City of Bothell, WA

Washington State
5,000 Endpoints
Disc Meters, HRE-LCD Registers
4,500 Mobile
500 Cellular
2007 Gen Pac took over project
Ted Stonebridge (425)486-2768
Owner Installed

John Day, OR

Oregon
900 endpoints
Disc Meters, HRE Registers
900 Mobile
20 Cellular
2007 project started
Monte Legg (541) 575-0753
Owner Installed

City of Everson, WA

Washington State
1,000 Endpoints
Disc Meters HRE Registers
700 Mobile
300 Cellular
2007 Project Started
Jim Glass (360) 966-3411
Owner Installed

City of Prosser, WA

Washington State
2,100 Endpoints
Disc Meters HRE Registers
2,000 Mobile
100 Cellular
2013 Project Started
Andrew Robinson (509) 786-7303
Owner Installed

City of Gig Harbor, WA

Washington State
3,400 Endpoints
Disc Meters HRE Registers
3,400 Mobile
2017 Project Started
Jeff Olsen (253) 853-7661
Owner Installed

City of Molalla, OR

Oregon
2,900 endpoints
Disc Meters, HRE Registers
2,900 Mobile
2007 project started
Rich Landreth (503) 793-6211
Owner Installed

Mukilteo Water District Mukilteo, WA

Washington State
5,000 Endpoints
Disc Meters HRE Registers
5,000 Mobile
2012 Project Started
Brian Munson (425) 355-3355
Owner Installed

**ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT
ADMINISTRATIVE SUPPORT PERSONAL SERVICES AGREEMENT**

THIS PERSONAL SERVICES CONTRACT ("Contract") is made by and between the Arch Cape Domestic Water Supply District (ACDWSD), a water district formed under ORS Chapter 264, and, Earl Enterprises, Inc. DBQ: Jigsaw Consulting Services ("Contractor").

RECITALS

- A. ACDWSD needs the services of professional Contractor with the particular training, ability, knowledge, and experience possessed by Contractor and wishes to receive such services from Contractor.
- B. ACDWSD desires assistance with the administration of the District as it relates to finance, accounts, and general services limited to the job descriptions.
- C. The parties wish to set forth the terms and conditions of their agreement in this Personal Services Contract ("Contract").

AGREEMENT

- 1. **SCOPE OF WORK.** Contractor shall provide professional, technical, and expert services to ACDWSD, as more particularly described in the attached, "Contractor Scope of Services Arch Cape Domestic Water Supply and Sanitary Districts – Exhibit A."
- 2. **EFFECTIVE DATE AND DURATION OF CONTRACT.** This Contract shall become effective on July 1st, 2022. This Contract shall remain in full force and effect until June 30th, 2023.
- 3. **PAYMENT.** ACDWSD agrees to pay Contractor a sum payment of \$2,800.00 per month by the Arch Cape Domestic Water Supply District for the services and work required under this Contract.
 - 3.1. **CONTRACTOR** shall submit monthly billings for work performed from July 1st, 2022, through June 30th, 2023.
 - 3.2. ACDWSD shall pay Contractor for the amount billed within thirty (30) days after receiving Contractor's billing. ACDWSD shall not pay any amount in excess of the compensation amounts set forth above nor shall ACDWSD pay Contractor any fees or costs which ACDWSD reasonably disputes.
 - 3.3. **FAILURE TO PERFORM.** In the event that Contractor fails to perform any material obligations, ACDWSD reserves the right to give Contractor written notice of such failure. Contractor will then have thirty (30) calendar days to resolve the failure. If the failure is not resolved within thirty (30) days after notification, ACDWSD reserves the right to withhold all money that is due and payable to Contractor. Such a remedy is in addition to other remedies that might be available to ACDWSD. Moreover, ACDWSD reserves the right to terminate the contract if Contractor exceeds thirty (30) days of non-performance.

4. **CHANGES.** This Contract, including all exhibits attached hereto, shall not be waived, altered, modified, supplemented, extended, or amended, in any manner whatsoever, except by written instrument, executed by both parties. The parties acknowledge and agree that this Contract may be amended to specifically provide for changes (additions or subtractions) to Contractor services that are within or directly related to the Scope of Work.

5. **INDEPENDENT CONTRACTOR STATUS/CONTRACTOR WARRANTIES.** Contractor shall be free from ACDWSD direction and control over the means and manner of providing the labor or service, subject only to the specifications of the desired results. Contractor shall furnish the tools or equipment necessary for the contracted labor or services.
 - 5.1. Contractor agrees, warrants, represents, and certifies that:
 - 5.1.1. Contractor is engaged as an independent Contractor and will be responsible for any federal or state taxes applicable to any payments made under this Contract.
 - 5.1.2. Contractor has filed federal and state income tax returns in the name of the business, for the previous year, for labor or services performed as an independent Contractor in the previous year.
 - 5.1.3. The work or services performed under this Contract shall be performed in a good and efficient manner and in accordance with the degree of skill and diligence normally employed by professional Contractors performing the same or similar services at the time and location such services are performed.
 - 5.1.4. Contractor has the power and authority to enter into and perform this Contract and, when executed and delivered, this Contract shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.
 - 5.1.5. Contractor has read, understands, and agrees to be bound by each of the terms and conditions of this Contract.
 - 5.1.6. Contractor represents and warrants that Contractor is not an employee of ACDWSD is not currently employed by a government agency and, meets the specific independent Contractor standards of ORS 670.600.

6. **OTHER CONTRACTORS.** ACDWSD may undertake or award other contracts for additional or related work, and Contractor shall fully cooperate with such additional Contractors and with any ACDWSD employees concerned with such additional or related work and shall coordinate the performance of work under this Contract and contract documents, with such additional or related work. If such award results in additional work for Contractor beyond the scope of this agreement, ACDWSD will negotiate with Contractor for the payment of additional compensation. Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by any ACDWSD employee. Contractor shall notify ACDWSD as soon as possible if work is performed by any other Contractor deemed to interfere with or will interfere with the work to be performed by Contractor under this Agreement.

7. SUBCONTRACTORS, ASSIGNMENT; SUCCESSORS-IN-INTEREST.

- 7.1. Except as specifically authorized in the contract documents, Contractor shall not make any subcontract with any other party for furnishing any of the work and services contemplated under the contract documents or assign or transfer any interest in this Contract, without obtaining the express prior written consent of ACDWSD.
- 7.2. Contractor shall be wholly responsible for the performance of all subcontractors and for their acts, errors, and omissions, and those of persons either directly or indirectly employed by Contractor, and the fact that subcontractors are subject to the approval of ACDWSD shall not affect Contractor's responsibility in this regard. In any case, this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.
- 7.3. Contractor shall bind every subcontractor to all terms and conditions anywhere contained in the contract documents as far as applicable to the work of such subcontractors so that subcontractor assumes toward Contractor and toward the work all the obligations and responsibilities that the contract assumes toward ACDWSD as to the performance of the subcontractor's portion of the work.
- 7.4. Nothing contained in the Contract documents shall be construed to create any contract between ACDWSD and any subcontractor.

8. NO THIRD-PARTY BENEFICIARIES. ACDWSD and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

9. PAYMENT OF LABORERS; PAYMENT OF TAXES.

Contractor shall:

- 9.1.1. Make payment promptly, as due, to all persons supplying to Contractor labor and material for the prosecution of the work provided for in the contract documents.
- 9.1.2. Not permit any lien or claim to be filed or prosecuted against ACDWSD on account of any labor or material furnished; and
- 9.1.3. Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to Contractor under this Contract.
- 9.1.4. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, ACDWSD may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract.
- 9.1.5. The payment of a claim in this manner shall not relieve Contractor from obligation with respect to any unpaid claims.

- 9.2. Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors, if any, complies with these requirements.
10. COMPLIANCE WITH APPLICABLE LAW. Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work under this Contract, including, without limitation, the provisions of ORS 279B.230, B.235, and as set forth, in part, herein. Contractor further expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws.
- 10.1. Contractor shall comply with all requirements of the Americans with Disabilities Act, 42 U.S.C. sec. 12101, et seq., and all regulations implementing the Act, especially including those regulations set forth at 28 C.F.R. sec. 35.130, or any later replacement for those regulations, directly or indirectly applicable to Contractor as a result of a contract with BWD.
11. INSURANCE. Contractor shall obtain prior to beginning any work under this Contract and shall maintain in full force and effect for the term of this Contract, at Contractor's expense, commercial general liability, and automobile insurance policies for bodily injury, including death, and property damage, including coverage for owned, hired or non-owned vehicles, as applicable. The policies shall be primary policies, issued by a company authorized to do business in the State of Oregon and providing single limit general liability coverage of \$1,000,000 and separate automobile coverage of \$1,000,000 or the limit of liability contained in ORS 30.260 to 30.300, whichever is greater. Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.
12. INDEMNIFICATION. Contractor shall indemnify, defend, save and hold harmless ACDWSD, its elected and appointed officials, officers, agents, employees and volunteers against all liability, claims, suits or actions of whatsoever nature, loss or expenses, including attorney fees and other expenses incident thereto, and against all claims, actions, judgments based upon or arising out of damage or injury or death to persons or property, if such is caused in whole or in part by any act or omission by Contractor and anyone acting on Contractor's behalf in connection with, or incidental to, this Contract or the work to be performed hereunder; provided, however, that nothing herewith shall be construed to require indemnification of ACDWSD attributable to its own negligence. Should ACDWSD be required to defend itself for any such claim before Contractor undertakes such defense, Contractor agrees to reimburse ACDWSD for such cost.
13. RECORDKEEPING. Contractor shall maintain all fiscal records relating to this Contract according to District policy. In addition, Contractor shall maintain updated desk top procedures and other records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder. All such fiscal records, books, documents, papers, plans, and writings shall be retained by Contractor and kept accessible; and the districts QuickBooks data bases shall be updated monthly.

14. ACCESS TO RECORDS. Contractor agrees that ACDWSD and its authorized representatives shall have access to all books, documents, papers, and records of Contractor which are directly related to the Contract for the purpose of making any audit, examination, copies, excerpts, and transcripts.
15. ERRORS. Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost to ACDWSD.
16. TERMINATION.
 - 16.1. This agreement may be terminated by the District, with majority vote of the Board of Directors or the Contractor upon thirty (30) days written notice to the other party.
 - 16.2. Contractor may terminate this Contract upon thirty (30) days' written notice to ACDWSD if ACDWSD fails to pay Contractor pursuant to the terms of this Contract and ACDWSD fails to cure within thirty (30) days after receipt of Contractor's notice or such longer period of cure as Contractor may specify in such notice.
 - 16.3. In the event of termination or breach, each Party shall be entitled to have any remedy available to it in law or equity.
17. ATTORNEY FEES. If a suit or action is filed to enforce any of the terms of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court, may adjudge reasonable as attorney fees.
18. FUNDS AVAILABLE AND AUTHORIZED. ACDWSD has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract.
19. SEVERABILITY. The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
20. FORCE MAJEURE. Neither ACDWSD nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, ACDWSD's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
21. WAIVER. The failure of either Party to enforce any provision of this Contract shall not constitute a waiver by that Party of that or any other provision.

The Contractor and Arch Cape Domestic Water Supply District hereby agree to all provisions of this Contract.

Arch Cape Domestic Water Supply District

Contractor

By: _____

Daniel J. Seifer, President
32065 East Shingle Mill Lane
Arch Cape, Oregon 97102

By: _____

Teri Fladstol, Earl Enterprises, Inc.
DBA: Jigsaw Consulting Services
PO Box 215
Tillamook, OR 97141

Date: _____

Date _____

"Exhibit A"
CONTRACTOR SCOPE OF SERVICES
ARCH CAPE DOMESTIC WATER SUPPLY AND SANITARY DISTRICTS

Banking

- Maintain checking accounts monthly and submit to the Board Treasurer for reconciliation.
- Deposit all revenue to bank accounts in timely manner, and record and manage Local Government Investment Pool account.

Financial Records and Databases

- Maintain QuickBooks or other accounting system and customer database.
- Maintain water usage data generated for the District.
- Execute quarterly billing in accordance with District policy.
- Send disconnection and reconnection notices to the District Manager who follows through on the process for delinquent or new accounts.
- Support Payroll, including updating of PERS employee records.
- Report District payables and pay Board approved bills.
- Coordinate efforts with auditor for annual accounting review audit.
- Record, maintain, and distribute financial reports with appropriate explanatory notes to District financial statements in monthly budget versus actual financial reports to all Board members.
- Provide data hard drive backup.
- Assist the District Manager in budget and financial planning preparation. Distribute approved budgets to the proper authorities.

Website Support

- Modification and updating of the water and sanitary districts website

Reporting

- Comply with codes and standards.
- Fulfill federal, state, and local reporting requirements including debt service reporting.
- Provide monthly financial report to District Manager.

Supporting Water and Sanitary Boards

- Attend, record, and prepare minutes for all meetings as assigned within 12 days.
- Place legal notice of all Board meetings and work sessions with agendas, resolutions, Ordinances.
- Serve as Secretary of Board if elected by Board.
- Facilitate development and distribution of the board packet in accordance with the District Manager and Board Presidents.

WATER DISTRICT:

The Water plant distributed 1.5 million gallons to town in May.

The Water Treatment Plant membranes were delivered this week. We are waiting on scheduling with Westech, and will hopefully have them installed in July.

A new water service was installed in Castle Rock Estates.

The stream flow measuring device has been placed in Shark Creek. With all of the recent rain this month the creek is in good shape, and we can expect to stay on this source into July.

MONTHLY LOG : ARCH CAPE WATER & SANITARY DISTRICTS

May 2022

Total Hours	356.00	162.75	193.25
Percentage Split		46%	54%
Total Accounts	641	295	346
Percentage Split		46%	54%

SANITARY DISTRICT:

We received 11.3” of rainfall in May and the plant received 5.2 million gallons of influent.

Curran McLeod is still examining plant and pump station data and working on the Wastewater Facilities Plan.

I have begun working on the grant application for the Webb Lift Station to submit to Oregon Dept. of Emergency Management for potential FEMA funding.

The Biosolids beds have been filled and brush cutting at the biosolids site will begin soon.