



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

Thursday, February 19, 2026

5:45 PM Meeting Zoom & In Person

<https://us02web.zoom.us/j/81113947450?pwd=AAIBsXOV0Ca0s4Aabg8946vQH2sB7Y.1>

The Board Meeting adheres to a 1.25 hour meeting rule. Meeting discussion will conclude sharply at that time to allow for the last 3 agenda items. Any uncompleted or remaining business will be rolled over until the next monthly Board Meeting.

- |  |              |
|--|--------------|
| <b>I. Call to Order</b>  | Owen Dufka   |
| <b>II. Public Comments</b>   | Owen Dufka   |
| <b>III. Agenda Approval</b> (Action – Motion to Approve)   | Owen Dufka   |
| <b>IV. Approve January 15, 2026, Meeting Minutes</b> (Action – Motion to Approve)                      | Owen Dufka   |
| <b>V. Financial &amp; Administrative Reporting</b>   |              |
| A. Accept Budget vs Actual Report  | Owen Dufka   |
| B. Accept Payment of Accounts  | Owen Dufka   |
| C. Treasurer’s Report  | Sam Garrison |
| <b>VI. Budget Dates, Committee, Budget Items &amp; LRF</b>   | Owen Dufka   |
| <b>Meeting Dates:</b>  |              |
| <b>VII. Letter of Appreciation to Cannon Beach Fire &amp; Rescue</b>                                   | Owen Dufka   |
| <b>VIII. Public Hearing / Resolution Authorizing Exemption from Competitive Bidding and Use of RFP</b> |              |
| <b>Process</b> (Action – Motion to Approve)  | Owen Dufka   |
| <b>IX. Authorization to Advertise Forest Roads Maintenance Request for Proposals (RFP)</b>             | Owen Dufka   |
| <b>X. Contract Amendment #2 – Springboard Forestry (Ben Hayes)</b>                                     | Owen Dufka   |
| <b>XI. Forestry &amp; Asbury Intake Updates</b>  | Collin       |
| <b>XII. Reports</b>  |              |
| A. Staff Reports   | Matt/Collin  |
| B. Board Members’ Comments and Reports   | All          |
| <b>March Meeting Agenda Items</b> (Action) Cannon View Park Merger,                                    |              |
| <b>Public Comments</b>   | Owen Dufka   |
| <b>Adjournment</b>   | Owen Dufka   |



**ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT  
BOARD OF COMMISSIONERS' MEETING  
Thursday, January 15, 2026**

Pursuant to the notice posted, the regular monthly Board Meeting for Arch Cape Domestic Water Supply District was held at the Fire Hall and via Zoom.

In attendance: Owen Dufka, Tevis Dooley, Richard Petrich, Jeff Slemaker, Absent: Sam Garrison. Staff: Matt Gardner, Collin Stelzig and Teri Fladstol; Public: Darr Tindall, Richard Gibson

Board Meeting was called to order by Owen Dufka at 5:47 pm.

Public Comments – None

Motion by Tevis Dooley to approve agenda as presented, second by Richard Petrich, motion carried.

Motion by Tevis Dooley to approve the Minutes of the December 18, 2025, meeting, second by Jeff Slemaker, motion carried

Acceptance of Financial Reporting, no Treasurer's Report due to Sam Garrison being absent, Teri did indicate that Sam had received the reconciliation and returned it with questions to Owen and Collin. Questions have been answered.

Motion by Tevis Dooley to approve the Plan of Action and have staff submit it to the Secretary of State, Audits Division, second by Richard Petrich, motion carried.

The Cell Tower Committee – reported that Verizon is still in their process of determination and we will need to wait to hear from them.

Motion from Jeff Slemaker to approve Amendment No. 1 to the Consulting Forester Services Contract with Morgans Resource Management, LLC, extending the contract term through December 31, 2026, with no changes to scope, rates or not-to-exceed amount; second by Richard Petrich, motion carried.

Discussion of need for new Truck for District and need to confer with the Sanitary District as it is a shared item and part of our IGA. Discussion on finding a used truck and disposal/sale of the current vehicle to go toward the cost of replacement.

Discussion of Forest and when there might be a need for logging. Collin mentioned that it is a part of the long-range planning process that will be discussed during the Budget cycle coming up in April.

Reports:

Matt Gardner updated the Board on current work in progress on the Planning Matrix for the Water District and what will be needed over the next year in particular.

February Meeting Agenda Items: Budget Committee Applications, gWorks (Billing Software).

Public Comments: Richard Gibson reported that they are continuing conversations with the Engineer and will give an update at a later meeting.

Motion by Tevis Dooley, second by Richard Petrich to adjourn meeting at 7:15 pm

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Owen Dufka, Chair

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Attest: Teri Fladstol, Secretary

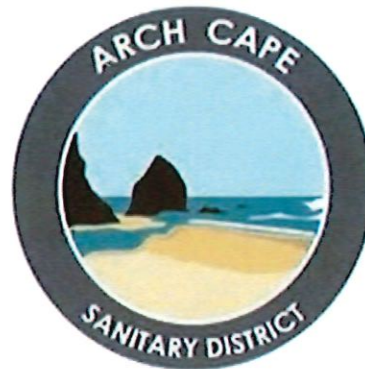
DRAFT

## AC Domestic Water Supply District Budget vs. Actuals July 1 to January 31, 2026

	FY 25/26	1st Quarter	2nd Quarter	January 2026	Fiscal Year to Date		
	Budget	Actual	Actual	Actual	Actual	Budget	%
01-4000 RESOURCES - Beginning Balance	\$ 164,986					\$ 164,986	0%
<b>01-4000 RESOURCES - GENERAL FUND</b>							
01-4201 User Fees	\$ 231,264	\$ 57,776	\$ 51,123	\$ 34,159	\$ 143,058	\$ 231,264	62%
01-4202 Debt Service	\$ 20,808	\$ 4,938	\$ 4,365	\$ 2,933	\$ 12,236	\$ 20,808	59%
01-4204 Overage/Excess Usage	\$ 32,000	\$ 10,173	\$ 13,491	\$ 7,806	\$ 31,470	\$ 32,000	98%
01-4300 Interest Income - General Fund	\$ 3,500	\$ 3,732	\$ 4,679	\$ 1,812	\$ 10,223	\$ 3,500	292%
01-4350 IGA Income (Sanitary District)	\$ 206,084	\$ 10,555	\$ 43,180		\$ 53,735	\$ 206,084	26%
01-4400 Cannon View Park Services	\$ 1,313	\$ 1,388			\$ 1,388	\$ 1,313	106%
01-4501 Meter Hook-Up Fee	\$ 2,500	\$ 1,250	\$ 1,250	\$ 2,500	\$ 5,000	\$ 2,500	200%
01-4700 Miscellaneous Income	\$ 100		\$ 50		\$ 50	\$ 100	
01-4800 Grant Revenue	\$ 10,000		\$ 14,266		\$ 14,266	\$ 10,000	
4900 Interfund Transfer IN	\$ 3,000					\$ 3,000	
<b>Total 01-4100 REVENUE</b>	<b>\$ 510,569</b>	<b>\$ 89,812</b>	<b>\$ 132,404</b>	<b>\$ 49,211</b>	<b>\$ 271,427</b>	<b>\$ 510,569</b>	<b>53%</b>
<b>Total General Fund Resources</b>	<b>\$ 675,555</b>	<b>\$ 89,812</b>	<b>\$ 132,404</b>	<b>\$ 49,211</b>	<b>\$ 271,427</b>	<b>\$ 675,555</b>	<b>40%</b>
<b>01-6000 REQUIREMENTS - General Fund</b>							
01-5001 Wage - District Manager	\$ 100,000	\$ 23,565	\$ 23,565	\$ 7,855	\$ 54,985	\$ 100,000	55%
01-5002 Wages - Operator	\$ 86,790				\$ -	\$ 86,790	
01-5003 Employer Payroll Taxes	\$ 24,376	\$ 1,890	\$ 2,541	\$ 723	\$ 5,154	\$ 24,376	21%
01-5004 PERS Retirement	\$ 49,836	\$ 1,396	\$ 6,979	\$ 698	\$ 9,073	\$ 49,836	18%
01-5005 Medical Insurance	\$ 18,963	\$ 2,290	\$ 2,405	\$ 878	\$ 5,573	\$ 18,963	29%
01-5006 Worker's Compensation Insurance	\$ 2,747	\$ 714			\$ 714	\$ 2,747	26%
01-6001 Administrative Services	\$ 78,512	\$ 11,930	\$ 14,764	\$ 3,863	\$ 30,557	\$ 78,512	39%
01-6002 Temporary Help	\$ -	\$ 18,885	\$ 9,695	\$ 3,980	\$ 32,560	\$ -	
01-6003 Clothing Allowance	\$ 1,000	\$ 249	\$ 335	\$ 200	\$ 784	\$ 1,000	78%
01-6004 Education	\$ 3,000	\$ 611	\$ 390	\$ 727	\$ 1,728	\$ 3,000	58%
01-6005 Travel	\$ 1,500				\$ -	\$ 1,500	
01-6006 Office Supplies	\$ 3,250	\$ 1,138	\$ 853	\$ 256	\$ 2,247	\$ 3,250	69%
01-6007 Postage	\$ 2,500	\$ 245			\$ 245	\$ 2,500	10%
01-6008 Vehicle		\$ 749	\$ 1,035	\$ 217	\$ 2,001		
01-6009 IGA Legal		\$ 100			\$ 100		
01-6101 Temporary Help	\$ 12,223				\$ -	\$ 12,223	
01-6102 Auditing Service	\$ 9,000	\$ 7,500		\$ 4,500	\$ 12,000	\$ 9,000	133%
01-6103 Dues & Taxes		\$ 1,025	\$ 617	\$ 300	\$ 1,942		
01-6104 Legal Services	\$ 3,500	\$ 450			\$ 450	\$ 3,500	13%
01-6105 Liability & Property Insurance	\$ 12,512		\$ (59)	\$ 11,512	\$ 11,453	\$ 12,512	
01-6108 Project Maintenance	\$ 40,000	\$ 19,985	\$ 4,369		\$ 24,354	\$ 40,000	61%
01-6109 Recurring Maintenance	\$ 25,000	\$ 7,154	\$ 465	\$ 111	\$ 7,729	\$ 25,000	31%
01-6110 General Maintenance	\$ 30,000	\$ 3,724	\$ 6,773	\$ 2,716	\$ 13,213	\$ 30,000	44%
01-6111 Chemicals	\$ 6,000	\$ 4,199			\$ 4,199	\$ 6,000	70%
01-6112 Notices		\$ 131			\$ 131		
01-6113 Payroll Administration Service		\$ 219	\$ 177	\$ 39	\$ 435		
01-6114 Professional Services	\$ 1,000	\$ 545	\$ 1,080	\$ 720	\$ 2,345	\$ 1,000	235%
01-6116 Utilities	\$ 10,000	\$ 3,586	\$ 3,809	\$ 1,742	\$ 9,137	\$ 10,000	91%
01-7500 Debt Service					\$ -		
01-7501 IFA Water Plant Upgrade - Princ	\$ 17,365		\$ 7,724		\$ 7,724	\$ 17,365	
01-7502 IFA Water Plant Upgrade - Int	\$ 3,407		\$ 1,424		\$ 1,424	\$ 3,407	
01-8000 Contingency - Gen Fund	\$ 78,000				\$ -	\$ 78,000	
01-8001 Unappropriated Bal - Gen Fund	\$ 55,074				\$ -	\$ 55,074	
<b>Total 01-6000 REQUIREMENTS - General Fund</b>	<b>\$ 675,555</b>	<b>\$ 112,278</b>	<b>\$ 88,941</b>	<b>\$ 41,038</b>	<b>\$ 242,256</b>	<b>\$ 675,555</b>	<b>36%</b>

<b>02-4000 RESOURCES - CAPITAL FUND</b>	\$ 106,943					\$ 106,943	
02-4100 REVENUE - Capital	\$ 355,000					\$ 355,000	
02-4200 SDC Revenue	\$ 13,694	\$ 6,847	\$ 6,847	\$ 13,694	\$ 27,388	\$ 13,694	200%
<b>Total 02-4000 RESOURCES - CAPITAL FUND</b>	<b>\$ 475,637</b>	<b>\$ 6,847</b>	<b>\$ 6,847</b>	<b>\$ 13,694</b>	<b>\$ 27,388</b>	<b>\$ 475,637</b>	
<b>02-6000 REQUIREMENTS - Capital Fund</b>							
02-7004 Asbury Creek Intake Move	\$ 355,000	\$ 10,767	\$ 18,099	\$ 7,294	\$ 36,160	\$ 355,000	10%
02-7004 Asbury Creek Relocation				\$ 13,845	\$ 13,845		
02-8000 Contingency - Capital Fund	\$ 60,000					\$ 60,000	
02-8001 Unappropriated Balance	\$ 60,637					\$ 60,637	
	<b>FY 25/26</b>	<b>1st Quarter</b>	<b>2nd Quarter</b>	<b>January 2026</b>	<b>Fiscal Year to Date</b>		
<b>Total 02-6000 REQUIREMENTS - Capital Fund</b>	<b>\$ 475,637</b>	<b>\$ 10,767</b>	<b>\$ 18,099</b>	<b>\$ 21,139</b>	<b>\$ 50,005</b>	<b>\$ 475,637</b>	<b>11%</b>
<b>03-4000 RESOURCES - FOREST FUND</b>	\$ 211,573					\$ 211,573	
03-4002 Beginning Bal - Restricted Fund	\$ 77,852					\$ 77,852	
03-4100 REVENUE - Forest Fund							
03-4300 Interest Income - Forest Fund	\$ 8,000	\$ 2,043	\$ 596	\$ 111	\$ 2,750	\$ 8,000	34%
03-4801 Business OR - ARPA	\$ 346,480	\$ 89,507	\$ 239,653		\$ 329,160	\$ 346,480	95%
03-4850 Private Donations Forest Fund	\$ 10,000			\$ 20,000	\$ 20,000	\$ 10,000	
<b>Total 03-4000 RESOURCES - FOREST FUND</b>	<b>\$ 653,905</b>	<b>\$ 91,550</b>	<b>\$ 240,249</b>	<b>\$ 20,111</b>	<b>\$ 351,910</b>	<b>\$ 653,905</b>	<b>54%</b>
<b>03-6000 REQUIREMENTS - Forest Fund</b>							
03-6101 ODF - Fire Protection	\$ 3,028				\$ -	\$ 3,028	
03-6102 Forest - Federal Audit	\$ 3,000				\$ -	\$ 3,000	
03-6103 Legal/Land Use Fees	\$ 4,000				\$ -	\$ 4,000	
03-6104 Finance Management	\$ 6,480	\$ 1,620	\$ 1,620	\$ 540	\$ 3,780	\$ 6,480	58%
03-6107 Road Management Consulting	\$ 25,000	\$ 9,809	\$ 2,083	\$ 452	\$ 12,344	\$ 25,000	49%
03-6108 Forest Management Consulting	\$ 3,000	\$ 363	\$ 2,277	\$ 471	\$ 3,111	\$ 3,000	104%
03-6110 Other Road Maintenance Services	\$ 125,000	\$ 54,083	\$ 75,507		\$ 129,590	\$ 125,000	104%
03-6111 Land Restoration	\$ 15,000	\$ 10,029	\$ 4,971		\$ 15,000	\$ 15,000	100%
03-6112 Miscellaneous	\$ 500				\$ -	\$ 500	
<b>Total Materials &amp; Services</b>	<b>\$ 185,008</b>	<b>\$ 75,903</b>	<b>\$ 86,458</b>	<b>\$ 1,463</b>	<b>\$ 163,824</b>	<b>\$ 185,008</b>	<b>89%</b>
03-7000 Capital Outlay - Forest							
03-7001 Road Construction	\$ 125,000	\$ 125,000			\$ 125,000	\$ 125,000	100%
03-7002 Road Decommissioning	\$ 50,000	\$ 50,000			\$ 50,000	\$ 50,000	100%
03-8001 Contingency	\$ 60,501				\$ -	\$ 60,501	
03-8002 Restricted Balance	\$ 77,852				\$ -	\$ 77,852	
7900 Interfund Transfer OUT	\$ 3,000				\$ -	\$ 3,000	
03-8003 Unappropriated Balance	\$ 152,544				\$ -	\$ 152,544	
<b>Total 03-6000 REQUIREMENTS - Forest Fund</b>	<b>\$ 653,905</b>	<b>\$ 250,903</b>	<b>\$ 86,458</b>	<b>\$ 1,463</b>	<b>\$ 338,824</b>	<b>\$ 653,905</b>	<b>52%</b>
<b>Total Resources</b>	<b>\$ 1,805,097</b>	<b>\$ 188,210</b>	<b>\$ 379,500</b>	<b>\$ 83,016</b>	<b>\$ 650,725</b>	<b>\$1,805,097</b>	
<b>Total Expenditures</b>	<b>\$ 1,805,097</b>	<b>\$ 373,948</b>	<b>\$ 193,498</b>	<b>\$ 63,641</b>	<b>\$ 631,086</b>	<b>\$1,805,097</b>	

Date	Type	Num	Name	Memo/Description	Amount
01/06/2026	Check	2636	Dana Costa		-1,375.00
01/06/2026	Check	2637	NAPA Auto Parts		-58.08
01/06/2026	Check	2638	Accuity, LLC		-4,500.00
01/07/2026	Check	2639	SDIS		-57.00
01/07/2026	Check	2640	Jackson Oil		-159.40
01/07/2026	Check	2641	Jigsaw Consulting Services		-30.67
01/07/2026	Check	2642	Ricoh, USA Inc.		-147.73
01/07/2026	Check	2643	Pacific Power		-716.53
01/07/2026	Check	2644	One Call Concepts		-77.00
01/08/2026	Expense		Oregon Secretary of State		-300.00
01/08/2026	Check	99557520	Amazon.com		-78.98
01/10/2026	Expense		Sure Payroll		-39.32
01/13/2026	Expense		Sunriver Resort		-162.08
01/14/2026	Expense		Sure Payroll		-4,055.87
01/15/2026	Check	2645	Bob McEwan Construction		-420.00
01/15/2026	Check	2646	Backflow Valve Services		-254.00
01/15/2026	Check	2647	Laurelwood Farm		-132.00
01/15/2026	Check	2648	Pacific Power		-1,025.38
01/15/2026	Check	2649	Curran McLeod		-21,859.38
01/15/2026	Check	2650	Alexin Analytical		-1,290.00
01/15/2026	Check	2651	SDIS		-11,512.00
01/15/2026	Expense		Leatherman		-199.95
01/17/2026	Expense		Amazon.com		-14.99
01/18/2026	Expense		OAWU		-565.00
01/20/2026	Expense		Columbia Bank		-10.00
01/30/2026	Expense		1st Security Bank		-10.00
01/20/2026	Expense		Hamer		-203.00
01/21/2026	Check	2652	OR Environmental Solutions LLC		-1,230.00
01/21/2026	Check	2653	Correct Equipment		-444.20
01/22/2026	Expense		Arch Cape Inn - Temporary Help Stay		-1,375.00
01/23/2026	Expense		Zoom		-2.40
01/24/2026	Expense		AT&T Mobility		-99.86
01/26/2026	Expense		QuickBooks Payments		-115.00
01/27/2026	Expense		PERS		-235.65
01/27/2026	Expense		PERS		-697.91
01/29/2026	Check	99287739	Amazon.com		-165.88
01/29/2026	Expense		Tax1099		-4.99
01/29/2026	Expense		Tax1099		-88.44
01/29/2026	Expense		MODA Health		-821.21
01/29/2026	Expense		Sure Payroll		-4,050.77
01/30/2026	Expense		LaserPrint		-59.85
01/31/2026	Check	2654	Jigsaw Consulting Services		-3,500.00
01/06/2026	Check	5024	Morgans Resource Management	Forest	-923.50
01/31/2026	Check	5025	Jigsaw Consulting Services	Forest	-540.00



## Budget Committee Application- Electronic Form

<b>Applicant Name:</b>	Bill Campbell
<b>Date:</b>	01-27-2026
<b>Mailing Address:</b>	80421 Big Cedar Drive
<b>Residence Address:</b>	80421 Big Cedar Drive
<b>Contact Phone:</b>	4252745864
<b>Contact Email:</b>	<a href="mailto:wec3@viaconsulting.com">wec3@viaconsulting.com</a>
<b>Which Budget Committee:</b>	Both
<b>Describe your background (relevant experience, education, training, etc.):</b>	
<b>Describe your interest in serving on the Arch Cape Budget Committee(s)::</b>	

[Reply / Manage](#)

## **AGENDA MEMORANDUM**

TO: Arch Cape Domestic Water Supply District Board  
FROM: Collin Stelzig, District Administrator  
DATE: February 19, 2026  
SUBJ: Letter of Appreciation to Cannon Beach Fire & Rescue

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### **SUMMARY**

Over the past several years, Cannon Beach Fire & Rescue has provided critical assistance to the Arch Cape Water and Sanitary Districts in support of system operations and maintenance. This assistance has included personnel and technical support for activities such as confined space entry, system capacity testing, and inspections of elevated infrastructure, tasks that cannot be performed safely by a single operator.

Division Chief Jason and his teams have consistently responded promptly and professionally when support was requested, allowing required work to be completed safely and in compliance with operational and safety requirements.

Staff prepared a draft letter acknowledging this assistance and recognizing the strong working relationship between the organizations. The version presented is written for joint signature by the Presidents of both Boards.

### **DISCUSSION:**

The intent of the letter is to formally acknowledge Cannon Beach Fire & Rescue's support and to reinforce the cooperative relationship between agencies. The letter does not create any contractual obligation and is intended solely as a professional expression of appreciation.

### **RECOMMENDATION/SUGGESTED MOTION**

"I move to authorize the Board President to sign and transmit the joint letter of appreciation to Cannon Beach Fire & Rescue."

### **ALTERNATIVE**

1. Do nothing

### **FISCAL IMPACT**

No impact



Arch Cape Domestic Water Supply District



Arch Cape Sanitary District

February 19, 2026

To: Chief Mac Reckman  
Cannon Beach Fire Board of Directors

On behalf of the Arch Cape Domestic Water Supply District and Arch Cape Sanitary District Boards, we would like to express our sincere appreciation for the continued cooperation and support provided by Cannon Beach Fire & Rescue.

Over the past several years, the Arch Cape districts have relied on a single operator to manage both the water and wastewater systems. During that time, there have been multiple occasions where required maintenance and inspection activities could not be completed safely without outside assistance. These have included confined space entry, system capacity testing, and inspections of elevated infrastructure (water tank).

In each of these situations, Division Chief Jason and his teams have responded promptly and professionally, providing the personnel and technical support necessary to ensure this work could be done safely. Their assistance has been essential in allowing the districts to meet operational and safety requirements and to maintain reliable service for the community.

We want to specifically recognize Jason and his teams for their willingness to assist and for the strong working relationship that has developed between our organizations. That cooperation has been greatly appreciated by both the Boards and staff.

Thank you again for your continued support and partnership.

Respectfully,

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Thomas Mattia, President  
Arch Cape Sanitary District

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Owen Dufka, President  
Arch Cape Domestic Water Supply District

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Matthew Gardner, District Manager  
Arch Cape Water and Sanitary Districts

32065 East Shingle Mill Lane  
Arch Cape, OR 97102 • 503.436.2790

"This institution is an equal opportunity employer"

## **AGENDA MEMORANDUM**

TO: Arch Cape Domestic Water Supply District Board  
FROM: Collin Stelzig, District Administrator  
DATE: February 19, 2026  
SUBJ: Resolution Authorizing Exemption from Competitive Bidding and Use of RFP Process – Forest Roads Maintenance

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### **BACKGROUND**

The District owns and maintains forest roads within the Arch Cape Forest watershed that serve as critical infrastructure for drinking water protection, access, and long-term watershed management. Over the past several years, the District has completed a series of forest road improvement, decommissioning, and maintenance projects to address drainage, erosion, and slope stability concerns.

Following completion of the 2024–2025 work, the District’s consulting forester has identified a limited set of residual and corrective road maintenance items that would be beneficial to complete while ARPA funding remains available. These items are generally small, site-specific, and dependent on winter and spring conditions, making it difficult to define a fully fixed scope of work in advance.

### **PURPOSE OF THE RESOLUTION**

The purpose of this resolution is to adopt findings allowing the District to exempt the remaining forest roads maintenance work from standard competitive bidding requirements and instead use an alternative competitive solicitation process (Request for Proposals), consistent with ORS Chapter 279C and the District’s public contracting rules.

This exemption allows the District to:

- Select a contractor based on qualifications, experience, availability, and unit pricing, rather than low bid alone;
- Maintain flexibility to prioritize and refine work as conditions are identified in the field; and
- Efficiently complete remaining work within the available funding and timeline.

### **WHY AN RFP IS APPROPRIATE**

The remaining work involves:

- Multiple small and scattered repair locations,
- Work that may change based on winter impacts and site conditions, and
- Activities that directly affect drinking water quality and long-term road performance.

Because of this, the work is not well suited to a traditional low-bid process with a rigid, predefined scope. The proposed RFP approach allows the District to remain competitive while selecting a contractor capable of working collaboratively with the District and its forester to complete the work effectively.

### **PUBLIC NOTICE**

Notice of the public hearing on the proposed exemption was published in the Daily Journal of Commerce on February 4, 2026, and posted on the District’s website, in accordance with ORS 279C.335.

**FISCAL IMPACT**

The remaining forest roads maintenance work is expected to be funded using existing ARPA funds previously awarded to the District. The total cost of the work is estimated at approximately \$160,000, though the final contract amount will depend on the scope of work ultimately approved by the Board.

No new or additional District funds are requested as part of this action. Adoption of the resolution authorizes the procurement method only; any contract and final scope of work will be brought back to the Board for separate approval.

**RECOMMENDED MOTION**

“Move to adopt Resolution No. 2026-\_\_ authorizing an exemption from competitive bidding requirements and allowing the use of a Request for Proposals process for forest roads maintenance work, as presented.”

**ALTERNATIVES**

Do Not Adopt the Resolution:

Would require the District to use a traditional competitive bidding process or delay the work, which may limit flexibility, increase administrative burden, and reduce the likelihood of completing the work within the available ARPA funding period.

ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT  
RESOLUTION 26-  
A RESOLUTION ADOPTING FINDINGS ALLOWING AN EXEMPTION FROM COMPETITIVE  
BIDDING REQUIREMENTS.

WHEREAS, this matter came before the Board of Directors of the Arch Cape Domestic Water Supply District (“District”) for a public hearing on February 19, 2026, to consider exempting certain forest roads maintenance services (“Project”) from the competitive bidding requirements of ORS Chapter 279C and the District’s Public Contracting Rules (Resolution 16-01 WD), and to authorize use of an alternative competitive solicitation process; and

WHEREAS notice of this hearing was published in the Portland Daily Journal of Commerce on February 4, 2026 pursuant to the requirements of ORS 279C.335(5)(b) and District Resolution 16-01; and

WHEREAS the Project involves forest road maintenance, drainage improvements, erosion control, and related watershed protection work within the District’s watershed, which serves as a critical drinking water source; and

**WHEREAS**, the Project requires ongoing monitoring and adaptive prioritization of work based on winter storm impacts, seasonal conditions, and observed performance of existing road and drainage infrastructure; and

WHEREAS, the District’s Consulting Forester has advised that the full extent and prioritization of needed work will not be known until winter and spring conditions have passed, and that scope refinement during construction is necessary to effectively protect water quality, road stability, and emergency access; and

WHEREAS, the Project includes specialized work such as drainage maintenance, culvert repair and replacement, ditch improvements, stabilization of seasonally unstable areas, limited spur road improvements, revegetation, and placement of road maintenance materials; and

WHEREAS, successful completion of the Project requires a contractor with demonstrated experience in forest road maintenance and drainage work under coastal Oregon conditions, and the ability to work collaboratively with the District and its Consulting Forester; and

WHEREAS, selection of a contractor based on qualifications, experience, approach, and unit pricing, rather than solely on lowest bid, is unlikely to encourage favoritism or substantially diminish competition and is expected to result in improved project outcomes, reduced risk to the District’s drinking water source, and more efficient use of public funds; and

WHEREAS, the Board finds that use of a Request for Proposals process is in the best interest of the District and consistent with prior District practice for similar forest roads projects;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT:

1. The Board hereby exempts the Project from the competitive bidding requirements of ORS Chapter 279C and District Resolution 16-01 WD.
2. The District is authorized to utilize an alternative competitive solicitation process and to issue a Request for Proposals through an alternative competitive solicitation process to select a qualified contracto for the Project.
3. The Board hereby adopts the foregoing findings in support of this exemption pursuant to ORS 279C.335.

APPROVED AND ADOPTED ON \_\_\_\_\_ 2026.

BY:

ATTEST:

\_\_\_\_\_  
Owen Dufka, Board President

\_\_\_\_\_  
Teri Fladstol, District Secretary

## **AGENDA MEMORANDUM**

TO: Arch Cape Domestic Water Supply District Board  
FROM: Collin Stelzig, District Administrator  
DATE: February 19, 2026  
SUBJ: Authorization to Advertise Request for Proposals (RFP) – Forest Roads Maintenance

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### **BACKGROUND**

The District has identified a limited set of remaining forest road maintenance and corrective work within the Arch Cape Forest watershed that would be beneficial to complete while ARPA funding remains available. These activities are generally residual or follow-up items from prior road improvement work and are dependent on-site conditions that continue to evolve through the winter and spring seasons.

At the same meeting, the Board is being asked to consider a resolution allowing an exemption from standard competitive bidding requirements and authorizing the use of an alternative competitive solicitation process. If that resolution is adopted, staff is seeking Board authorization to proceed with advertising a Request for Proposals (RFP) for forest road maintenance services.

### **PURPOSE OF THE RESOLUTION**

The purpose of this agenda item is to authorize staff to advertise and issue a Request for Proposals for forest road maintenance services.

A draft RFP will be available for Board review at the meeting. The draft is intended to provide sufficient detail for the Board to understand the nature of the proposed procurement approach, while allowing staff to make minor refinements prior to advertising.

### **FISCAL IMPACT**

There is no immediate fiscal impact associated with this action. Authorization to advertise the RFP does not approve a contract or commit District funds.

Any final scope of work and contract amount will be brought back to the Board for approval at a future meeting. The work is expected to be funded using existing ARPA funds previously awarded to the District.

### **RECOMMENDED MOTION**

“Move to authorize staff to advertise and issue a Request for Proposals for forest roads maintenance services, and to return to the Board with a recommended contractor, scope of work, and contract for approval.”

### **ALTERNATIVES**

Do Not Authorize Advertisement:

Would delay the procurement process and reduce the likelihood of completing the remaining forest road work within the available funding period.

**ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT  
SOLICITATION OF FOREST ROAD MAINTENANCE SERVICES**

**PROJECT NAME:** 2026 ROADS MAINTENANCE

**RFP Q&A (VIA ZOOM)** Month Day Year Time. Zoom link available upon request.

**BID OPENING:** Month Day Year Time  
Acceptance of any proposal will be subject to approval of the RFP procedure by the District Board, which is scheduled for Month Day Year Time

**BID SUBMISSION:** email preferred: [billcampbellacutil@gmail.com](mailto:billcampbellacutil@gmail.com). By mail or hand-delivery to Office Address allowable, must arrive prior to bid opening

**OFFICE ADDRESS:** 32065 E. Shingle Mill Ln. Arch Cape, OR 97102 Office Phone: 503-436-2790

**DIRECT INQUIRIES TO:** Ben Hayes (District's consulting Roads Contract Manager) - Cell (971) 678-9464

**PROJECT LOCATION**

The project area is located South East of Cannon Beach, Oregon in the Arch Cape Forest-Watershed which is directly to the east of the community of Arch Cape. The Forest-Watershed is owned by the Arch Cape Domestic Water Supply District (District). Access to the Forest-Watershed property is through locked gates on the Hug Point Mainline and associated spur roads. All roads have all-weather gravel surfaces.

**PROJECT DESCRIPTION** (see attached Contract and Scope or Work for a more complete description)

Over the past two years, an ARPA grant administered through Business Oregon and awarded to the District has been funding the decommissioning of roads, removal of roads and roads improvement/ maintenance. The majority of this work has been completed. There is still some additional roads maintenance that needs to be finished, which will also be funded by the remaining grant.

The District's consulting Roads Contract Manager is in the process of assessing the previously completed work and putting together a list of the specific road segments that require work and

the type of work that is needed. (See Scope of Work for a list of the types of work that are likely to be required.)

This Solicitation is requesting time, equipment & material rates for completing the types of road maintenance work listed in the Scope of Work.

Upon award of the contract, the selected Contractor will be provided with a prioritized list of the specific roads segments and type of work to be completed on each one. Working together, the District's Roads Contract Manager and the selected Contractor will review the list and propose any suggested revisions to the District's Board of Directors for approval. The approved list will guide the order of work to be undertaken, until the first of the following occurs; 1) all work on the list is completed, 2) the not-to-exceed amount is reached, OR 3) August 31, 2026 (the end of the grant).

**Contract Expiration Date:** The Contractor's final invoice must be submitted to the District no later than August 31, 2026.

**Not to Exceed Amount:** The Contractor's total invoiced amount is not to exceed \$140,000.

A draft Contract and the Scope of Work is attached.

### **SELECTION CRITERIA**

- Past Experience in Drinking Water Source Areas: 45%
- Available Equipment / Timeline: 25%
- Locality to Job: 15%
- Rate Sheet: 15%

### **ROCK RATES**

Contractor to provide rock at an On-Board-Truck (OBT) rate to be paid as part of the contract. Delivery and spreading of rock to be paid at a per-hour trucking rate. With bid sheet please provide the selected quarry, current OBT rock cost, and number and size of dump trucks available for work.

### **PROJECT PROPOSALS**

Interested parties should submit a proposal addressing their ability to perform the Arch Cape Forest-Watershed roads work that is outlined in the attached Scope of Work and the selection criteria. A completed proposal must include a proposal form (attached) along with: 1) Unique Entity Identification number (UEI) in the SAM system, but the registration need not be currently active,

2) start date availability, 3) list of available equipment and rates 4) list of relevant contracting experience, 5) OBT rock cost

**SELECTION METHOD:** Sealed Proposals

The process will follow the RFP/ Competitive Proposal procedures identified for Special Districts of Oregon. All proposals will be opened, viewed and evaluated following the close of the proposal window on **Month Day Year Time**. All bids will be evaluated starting at **Month Day Year Time** by District Representatives and/or district designated staff to receive these proposals. An evaluation of each proposal will be made against the criteria listed in the RFP. Following the evaluation of all proposals, all applicants will receive a notice of intent to award of the contract.

**INSURANCE:** \$2,000,000 Commercial General Liability, \$1,000,000 Automobile Liability, \$1,000,000 Logger's Broad Form and \$1,000,000 excess or umbrella policy

**OTHER REQUIREMENTS:** Unique Entity Identification number (UEI) in the SAM system, but the registration need not be currently active.

**PROPOSAL FORM**

**ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT**  
2024 Road Work Contract

**Proposals Opening Month Day Year Time**  
Pacific Daylight Savings Time

**Submitted to:** email preferred: [billcampbellacutil@gmail.com](mailto:billcampbellacutil@gmail.com). By mail or hand-delivery to Office  
Address allowable, must arrive prior to bid opening

Please complete the following proposal form and submit with:

1. Unique Entity Identification number (UEI) in the SAM system, but the registration need not be currently active
2. Start date availability
3. List of all available equipment and rates
4. List of relevant contracting experience
5. Current OBT rates for quarry rock (.25", .75", 1.5", 4")

Bidder: \_\_\_\_\_

Tax ID No.: \_\_\_\_\_

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

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

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

Authorized Representative \_\_\_\_\_  
(Signature and Title)

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Two references, please include name, company, and phone contact.

Reference 1: \_\_\_\_\_

Reference 2: \_\_\_\_\_

**ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT  
CONTRACT & SCOPE OF WORK  
FOR FOREST ROAD MAINTENANCE SERVICES**

This Contract made and entered into this DD day of MONTH, 2026 by and between the Arch Cape Domestic Water Supply District, an Oregon Special District hereinafter called "District", and XXX hereinafter called "CONTRACTOR", duly authorized to perform such services in Oregon.

**WHEREAS**, the DISTRICT requires services which CONTRACTOR is capable of providing, under terms and conditions hereinafter described; and

**WHEREAS**, CONTRACTOR is able and prepared to provide such services as DISTRICT does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. CONTRACTOR SERVICES

- a) CONTRACTOR shall perform professional services, as outlined in the Attachment A, to the DISTRICT regarding the provision of forest road maintenance services.
- b) CONTRACTOR'S services are defined solely by this Contract and its attachment and not by any other contract or agreement that may be associated with this project.
- c) The CONTRACTOR'S services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work. All work shall be completed no later than August 31, 2026.

2. COMPENSATION

- a) The DISTRICT agrees to pay CONTRACTOR a total not to exceed \$140,000 price for performance of those services provided herein;
- b) The CONTRACTOR will submit monthly billings for payment which will be based upon time and materials for the work completed in each of the categories listed in the scope of work. Said progress billings shall be payable within 60 days of receipt by DISTRICT.
- c) DISTRICT certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONTRACTOR IDENTIFICATION

CONTRACTOR shall furnish to the DISTRICT the CONTRACTOR'S employer identification number, as designated by the Internal Revenue Service, or CONTRACTOR'S Social Security number, as DISTRICT deems applicable.

4. DISTRICT'S REPRESENTATIVE

For purposes hereof, the DISTRICT'S Administrator, Rickard Stelzig or his designated representative.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be XXXX.

6. DISTRICT'S OBLIGATIONS

In order to facilitate the work of the CONTRACTOR as above outlined, the DISTRICT shall furnish to the CONTRACTOR access to all relevant maps, aerial photographs, reports and site information which is in the DISTRICT's possession concerning the project area. In addition, the DISTRICT shall act as liaison for the CONTRACTOR, assisting the CONTRACTOR with making contacts and facilitating meetings with appropriate District staff or personnel, as necessary.

7. CONTRACTOR IS INDEPENDENT CONTRACTOR

- a) CONTRACTOR'S services shall be provided under the general supervision of DISTRICT's consulting ROADS CONTRACT MANAGER or his/her designee, but CONTRACTOR shall be an independent CONTRACTOR for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,
- b) CONTRACTOR acknowledges that for all purposes related to this Contract, CONTRACTOR is and shall be deemed to be an independent CONTRACTOR and not an employee of the DISTRICT, shall not be entitled to benefits of any kind to which an employee of the DISTRICT is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONTRACTOR is found by a court of law or an administrative agency to be an employee of the DISTRICT for any purpose, DISTRICT shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONTRACTOR under the terms of the Contract, to the full extent of any benefits or other remuneration CONTRACTOR receives (from DISTRICT or third party) as result of said finding and to the full extent of any payments that DISTRICT is required to make (to CONTRACTOR or a third party) as a result of said finding.
- c) The undersigned CONTRACTOR hereby represents that no employee of the DISTRICT, or any partnership or corporation in which a DISTRICT employee has an interest, has or will receive any remuneration of any description from the CONTRACTOR, either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.

8. CANCELLATION FOR CAUSE

DISTRICT may cancel all or any part of this Contract if CONTRACTOR breaches any of the terms herein and fails to cure such breach within 10 days after receiving notice thereof, or in the event of any of the following: Insolvency of CONTRACTOR; voluntary or involuntary petition in bankruptcy by or against CONTRACTOR; appointment of a receiver or trustee for CONTRACTOR, or any assignment for benefit of creditors of CONTRACTOR. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. CONTRACTOR may likewise cancel all or any part of this contract if DISTRICT breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for DISTRICT.

9. ACCESS TO RECORDS

DISTRICT shall have access to such books, documents, papers and records of CONTRACTOR as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

10. FORCE MAJEURE

Neither DISTRICT nor CONTRACTOR shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled provided the party so disabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

11. NONWAIVER

The failure of the DISTRICT to insist upon or enforce strict performance by CONTRACTOR of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

12. ATTORNEY'S FEES

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

13. APPLICABLE LAW

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

14. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the proposal of the CONTRACTOR, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

15. INDEMNIFICATION

With regard to Comprehensive General Liability, CONTRACTOR agrees to indemnify and hold harmless the DISTRICT, its Officers, agents and Employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to DISTRICT, CONTRACTOR, or others resulting from or arising out of CONTRACTOR'S negligent acts, errors or omissions in services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONTRACTOR and The DISTRICT this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONTRACTOR.

16. INSURANCE

a) Prior to starting work hereunder, CONTRACTOR shall obtain and maintain the following insurance: \$2,000,000 Commercial General Liability, \$1,000,000 Automobile Liability, \$1,000,000 Logger's Broad Form and \$1,000,000 excess or umbrella policy. DISTRICT will be listed as an "Additional Insured" on each policy. Such insurance shall provide a waiver of subrogation in favor of DISTRICT. Coverage shall include CONTRACTOR, Sub-contractors, and anyone directly or indirectly employed by either. The comprehensive general liability shall be combined single limit for broad form liability property damage and bodily injury. Such insurance shall not be canceled or its limits of liability reduced without thirty (30) days prior notice to DISTRICT. A copy of an insurance certificate in form satisfactory to DISTRICT certifying the issuance of such insurance shall be furnished to DISTRICT. Such insurance shall not be canceled or its limits of liability reduced without thirty (30) days written notice to DISTRICT

b) Additional Insured. The liability insurance coverage shall include DISTRICT and its officers and employees as Additional Insured but only with respect to CONTRACTOR'S activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, CONTRACTOR shall furnish a certificate to DISTRICT from each insurance company providing insurance showing that the DISTRICT is an additional insured, the required coverage is in force, stating

policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

- c) Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from CONTRACTOR or its insurer(s) to DISTRICT. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

17. WORKMEN'S COMPENSATION

The CONTRACTOR, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

18. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

- a) CONTRACTOR shall make payment promptly, as due, to all persons supplying CONTRACTOR labor or material for the prosecution of the work provided for this contract.
- b) CONTRACTOR shall pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or any subcontractors incurred in the performance of the contract.
- c) CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- d) CONTRACTOR shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

19. PAYMENT OF MEDICAL CARE

CONTRACTOR shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

20. OVERTIME

Employees shall be paid for overtime work performed under this contract in accordance with ORS 653.010 to 653.261 and Fair Labor Standards Act of 1938 (29 U.S.C. Sections 201 to 209).

21. PREVAILING WAGE REQUIREMENTS

- a) Contractor shall comply with the prevailing wage rate requirements that are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state "PWR"), Contractor shall comply with PWR, specifically:
- b) Require its contractors and subcontractors to pay the applicable PWR rates at or above the prevailing rate of wage.
- c) Comply with all other Oregon Bureau of Labor and Industries ("BOLI") requirements, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board.

- d) Pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project.
- e) Employ apprentices to perform 15 percent of the work hours that workers in apprenticeable occupations performed under the contract, in a manner consistent with the apprentices' respective apprenticeship training programs.
- f) Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent of total work hours performed by individuals in one or more of those groups.

22. STANDARD OF CARE

The standard of care applicable to CONTRACTOR's services will be the degree of skill and diligence normally employed by professional engineers or CONTRACTORS performing the same or similar services at the time CONTRACTOR'S services are performed. CONTRACTOR will re-perform any services not meeting this standard without additional compensation.

23. NO THIRD PARTY BENEFICIARIES

This contract gives no rights or benefits to anyone other than the DISTRICT and CONTRACTOR and has no third party beneficiaries.

24. ASSIGNMENT OF CONTRACT AND SUBCONTRACTING.

CONTRACTOR shall not assign, sell, or transfer rights, or delegate responsibilities under this Contract, in whole or in part, without the prior consent of the DISTRICT. DISTRICT will consent only when assignment is consistent with DISTRICT'S fiduciary duties. No such written approval shall relieve CONTRACTOR of any obligations under this Contract, and any transferee shall be considered the agent of the CONTRACTOR and bound to perform in accordance with the Contract. CONTRACTOR shall remain liable as between the original parties to the Contract as if no assignment had occurred. CONTRACTOR acknowledges and agrees that if CONTRACTOR subcontracts all or any part of the Operations, such subcontracting shall in no way relieve CONTRACTOR of any responsibility under this Contract. CONTRACTOR shall notify DISTRICT in writing of the names and addresses of each subcontractor prior to the commencement of any Contract work by the subcontractor.

25. SEVERABILITY AND SURVIVAL

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

26. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between DISTRICT and CONTRACTOR and supersedes all prior written or oral discussions or agreements. CONTRACTOR services are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this Contract.

**ARPA FUNDING REQUIRED CONTRACT CLAUSES**

27. CONTRACTOR MUST BE REGISTERED IN SAM.GOV

CONTRACTOR shall have a Unique Entity Identification number (UEI) in the System for Award Management (SAM), which is the primary registrant database for the U.S. Federal Government, but the registration need not be currently active. and shall update the information at least annually Information regarding the process to register in the SAM can be obtained at Sam.gov

28. WHISTLEBLOWER

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

29. INSPECTIONS; INFORMATION

CONTRACTOR shall permit, and cause its subcontractors to allow the State of Oregon, the federal government and any party designated by them to:

- a) Examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project.
- b) Inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursement, contracts, and any other matters relating to the Project, and to its financial standing, and shall supply such reports and information as reasonably requested.
- c) Interview any officer or employee of CONTRACTOR, or its subcontractors, regarding the Project.

30. EQUAL OPPORTUNITY

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

31. COPELAND "ANTI-KICKBACK" ACT

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

32. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

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

33. PROHIBITION ON PURCHASING TELECOMMUNICATIONS OR SURVEILLANCE EQUIPMENT, SERVICES, OR SYSTEMS

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

equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list.

34. PREFERENCE FOR UNITED STATES MADE GOODS

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

- a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

35. PROCUREMENT OF RECOVERED MATERIALS OVER \$10,000

CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

36. TERMINATION FOR CAUSE AND FOR CONVENIENCE

Either Party may terminate this Agreement, effective upon written 90-day notice to the other Party.

CONTRACTOR may terminate this Agreement before the expiration date of the Term on written notice if Client fails to pay any amount when due and such failure continues for seven (7) days after Client's receipt of written notice of nonpayment.

37. CERTIFICATION FORM LOCATED IN APPENDIX 1. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

CONTRACTOR must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

39. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Contract Work Hours and Safety Standards Act requires all contractors—prime and sub—to pay laborers and mechanics performing on a federal service contract and federal and federally assisted construction contract over \$100,000, 1.5 times their basic rate of pay for all hours worked over 40 in a workweek. Employers are liable to employees for these unpaid wages. The failure of a contractor to comply with this Act may also result in liability under the False Claims Act. Employees who are due unpaid wages under the Contract Work Hours and Safety Standards Act

may file a complaint with the Wage and Hour Division within the U.S. Department of Labor. The DOL may then enforce the provisions of the Act against violators.

40. CLEAN AIR ACT, CLEAN WATER ACT AND EPA

CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

41. BREACH OF CONTRACT TERMS

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Upon any breach of this Agreement by CONTRACTOR, DISTRICT shall have all remedies available to it both in equity and/or at law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT  
an Oregon Special District

BY: \_\_\_\_\_  
Owen Dufka, Board Chair Date

BY: \_\_\_\_\_  
CONTRACTOR Date

**Certification Regarding Lobbying**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed : \_\_\_\_\_

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

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

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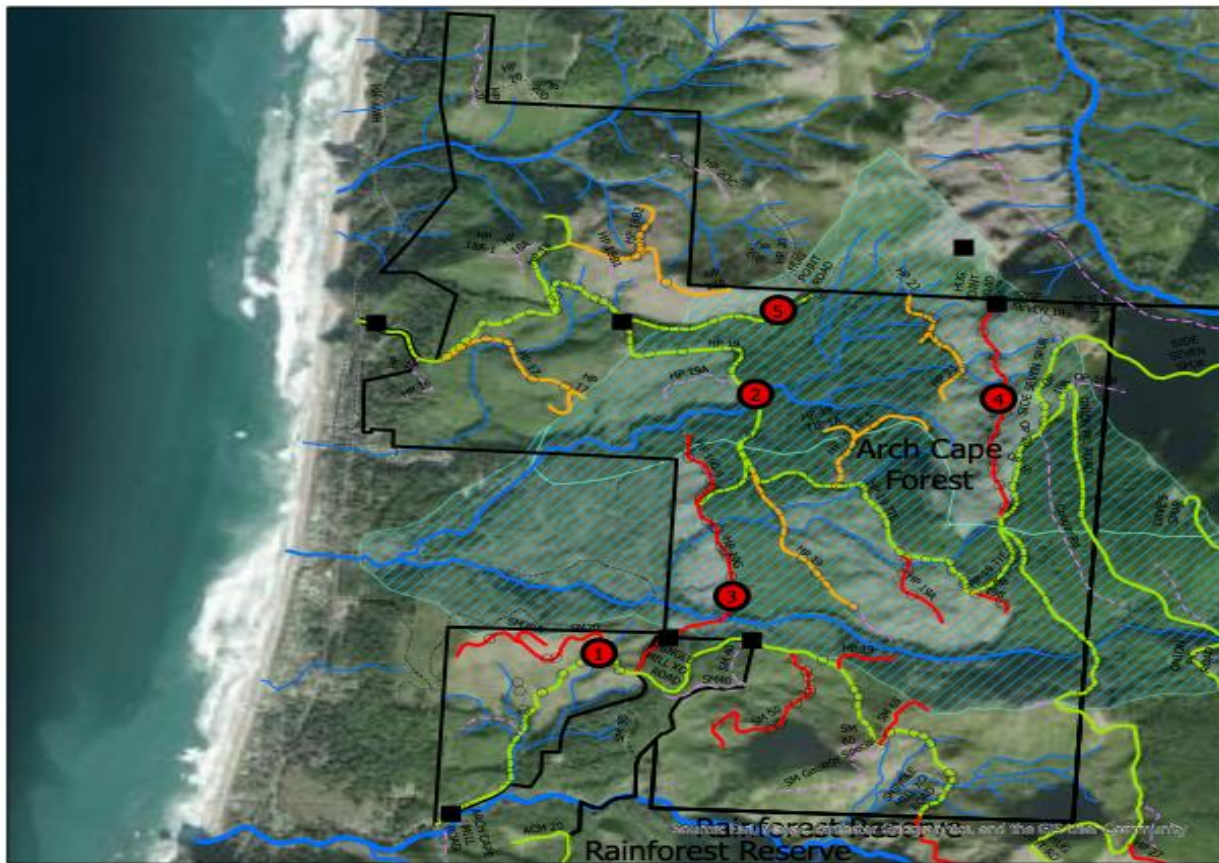
# ATTACHMENT A – FOREST ROAD MAINTENANCE SERVICES SCOPE OF WORK

## PROJECT LOCATION

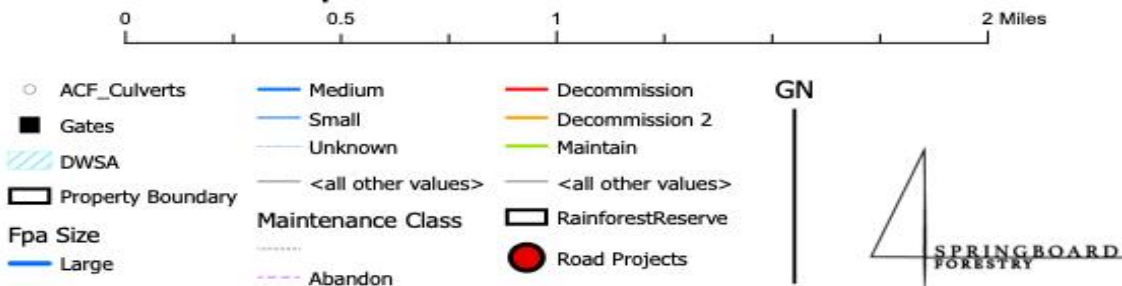
The project area is located South East of Cannon Beach, Oregon in the Arch Cape Forest-Watershed which is directly to the east of the community of Arch Cape. The Forest-Watershed is owned by the Arch Cape Domestic Water Supply District (District). Access to the Forest-Watershed property is through locked gates on the Hug Point Mainline and associated spur roads. All roads have all-weather gravel surfaces.

## PROJECT BACKGROUND

Over the past two years, an ARPA grant administered through Business Oregon and awarded to the District has been funding the decommissioning of roads, removal of roads and roads improvement/ maintenance, as depicted in red, orange and green on the below map. The majority of this work has been completed. There is still some additional roads maintenance that needs to be completed, which will also be funded by the remaining grant.



**Arch Cape Forest : Road Maint. Plan**



## **PROJECT DESCRIPTION**

This project calls for road maintenance, all of which is to be completed on a time and materials basis. The list below includes the types of work that may need to be done. Anticipated equipment includes large and small excavators, mini ex, road brusher, grader, roller, and dump trucks. All tasks to be completed on a machine / time basis.

1. Evaluate and replace culverts
2. General ditch cleaning
3. Roadway brushing
4. Replenish road maintenance rock stockpiles
5. Install main road signage using Carsonite markers
6. Ramping down slumps
7. Streambed/channel repair
8. Spot repairs on roads

Contractor to provide per-machine hourly cost and per-machine mobilization cost to job sites within 3 miles of Hug Point gate. Equipment list should include all available machines and operators. Rock cost is included in this contract total, to be billed by the contractor at OBT quarry rates plus hourly hauling from the closest available quarry (Bayview).

Contractor must be able to provide standard equipment for general road maintenance and for emergency road stabilization during contract period.

Upon award of the contract, the selected Contractor will be provided with a prioritized list of the specific roads segments and type of work to be completed on each one. Working together, the District's Roads Contract Manager and the selected Contractor will review the list and propose any suggested revisions to the District's Board of Directors for approval. The approved list will guide the order of work to be undertaken, until the first of the following occurs; 1) all work on the list is completed, 2) the not-to-exceed amount is reached, OR 3) August 31, 2026 (the end of the grant).

Contract Expiration Date: August 31, 2026. Total invoiced amount not to exceed \$140,000.

Contract Dates: **Month Day, 2026** – August 31, 2026

## **PROJECT ADMINISTRATION**

- 1) The contractor will have a contract administration relationship to the President of the Board of Directors and will have a functional reporting relationship to the District's Roads Contract Manager, to provide documentation, updates.
- 2) Contractor must maintain site in clean and visually appealing condition. No garbage, oil containers, trash, or other human debris will be tolerated. Operator to provide 1 spill kit per vehicle for all operations, and one large 50-gallon spill kit per job site. Operator responsible for all PPE, OSHA, and ODF Fire mandated equipment. Operator to provide mobile porta-potty for all operations extending past 5-days or requiring 2 or more machines for more than 48hrs.

- 3) Contractor will be provided with a key for gate access. Gates must be locked at all times. If work is to be completed during fire season, contractor is required to provide all necessary ODF mandated firefighting equipment and fire-watch. No work shall be completed with RH below 30% if winds are still, or 35% if winds are over 10mph. Operations allowed in IFPL II with continuous fire watch, full shutdown during IFPL III. Contractor agrees to make all equipment on-site available for fire-fighting or emergency response at agreed upon rates. Other contractor equipment may be utilized as available for fire / emergency response.
  - 4) Payment: Arch Cape Domestic Water Supply District to provide payment on 60-day terms. Contractor to invoice at the end of each month, with the final invoice to be submitted to the District no later than August 31, 2026.
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## **AGENDA MEMORANDUM**

TO: Arch Cape Domestic Water Supply District Board  
FROM: Collin Stelzig, District Administrator  
DATE: February 19, 2026  
SUBJ: Contract Amendment #2 – Springboard Forestry (Ben Hayes)

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### **BACKGROUND**

Over the past two years, the District has worked with Mark Morgans as consulting forester in connection with forest road decommissioning, maintenance, and watershed protection activities within the Arch Cape Forest.

Mark has recently informed the District that he is transitioning out of active consulting work during the first half of 2026. While he has offered to assist with short-term transition items, he does not intend to continue in an administrative or construction oversight role moving forward.

Given the remaining forest road maintenance work anticipated for 2026, and the need for active contract administration and regulatory coordination, staff has discussed engaging Ben Hayes of Springboard Forestry to assume forestry representation responsibilities for the District.

### **PURPOSE OF THE RESOLUTION**

Amendment #2 would authorize Springboard Forestry (Ben Hayes) to:

- Assist with finalization and issuance of the RFP for forest road maintenance work;
- Serve as the District's point of contact during contractor selection;
- Coordinate transition from the outgoing forester;
- Provide construction oversight and field-level direction during implementation;
- Coordinate with ODF and other regulatory agencies as needed; and
- Review and sign off on completed work.

This amendment formalizes forestry representation for the 2026 construction season and provides continuity as Mark transitions out of his consulting role.

### **FISCAL IMPACT**

The amendment establishes a not-to-exceed amount of \$20,000 for Springboard Forestry services at an hourly rate of \$145.

This amount is expected to cover procurement support, committee meetings, regulatory coordination, construction oversight, and transition-related work associated with the remaining forest road maintenance activities.

These costs would be funded using existing ARPA funds allocated to forest road and watershed protection activities.

### **RATIONALE**

Engaging Springboard Forestry at this time:

- Provides continuity and professional oversight during contractor procurement and construction;
- Reduces operational risk associated with the transition of the prior consulting forester;
- Ensures appropriate regulatory coordination and documentation; and
- Positions the District for a smooth transition to long-term forestry representation.

**RECOMMENDED MOTION**

“Move to approve and authorize the Board President to sign Contract Amendment #2 with Springboard Forestry (Ben Hayes) in an amount not to exceed \$20,000, as presented.”

**ALTERNATIVES**

Do Not Approve Amendment #2

Would leave the District without designated forestry oversight during procurement and construction, increasing administrative burden and project risk.

EXHIBIT 4

AMENDMENT #2

This Amendment #2 is made by Arch Cape Domestic Water Supply District ("ACDWSD") and Springboard Forestry LLC (the 'Contractor'), to the Professional Services Agreement dated May 1, 2022.

The following section of the Original Agreement are amended as follows:

A. Contract Term

This SOW is anticipated to be completed by August 31, 2026. Statement of Work (SOW)

This is an additional Statement of Work as provided for in the original agreement under the Services section: *Consultant shall provide to Customer the services (the "Services") set out in one or more statements of work (each, a "Statement of Work" or "SOW"). The initial accepted SOW is attached hereto as Exhibit A. Additional SOW may be entered into between the parties.*

The duties to be completed under C. Tasks below fall within the original scope of work of Amendment #1, but are beyond the anticipated completion timeframe.

B. Compensation

ACDWSD will compensate Contractor for the service on a time and materials basis at a not-to-exceed amount of \$20,000 at a rate of \$145 per hour plus reimbursement for travel and material expenses, as specified in D. Compensation below.

C. Tasks

1. Procurement, Contract Management & Compliance:

- a. Assist the Administrator of the Arch Cape Water District Board in the public procurement and contracting process for a Roads Contractor.
- b. Serve as the District point person for regulatory compliance, including ODF and ODFW. This includes responsibility for submitting and communicating with the Oregon Department of Forestry for NOAPs and PDMs.
- c. Participate in any meetings of the Forest Management Committee to provide recommendations as necessary related to road maintenance priority, progress and issues.

2. Roads Construction Oversight

- a. Coordinate with outgoing Roads Contract Manager to understand the roads maintenance work that has been identified.
- b. Serve as the Arch Cape Domestic Water Supply District point person for all Road Contractors and sub-contractors working on road projects
- c. Monitor and provide direction and specifications, as necessary, to Roads Contractors for compliance with project scope of work and contract requirements.
- d. Provide written sign-off on identified road work tasks as they are completed to specification.

3. Recommend / respond to questions from District Staff about forest closure and other operational issues related to Property Management

**D. Compensation Schedule**

- Forestry Consulting: \$145 / Hr
- Mileage: 75c / mile
- Mileage while towing: \$1.50 / mile
- ATV / Snowmobile use: \$95 / day
- UTV use: \$175 / day
- Materials: Cost + 20%

**E. Effective Date**

This Amendment shall be effective **Month Date Year**, subject to approval by the District’s Board of Directors.

**SIGNATURES**

**ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Springboard Forestry LLC**

By: \_\_\_\_\_  
 Name: Ben Hayes  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_