



# Board Meetings



## ARCH CAPE WATER & SANITARY DISTRICTS

32065 E. Shingle Mill Lane, Arch Cape, OR 97102  
(503) 436-2790

**THE PUBLIC IS INVITED, IF THEY WISH,  
TO ATTEND IN PERSON:  
THE FIRE HALL, 72979 US 101,  
ARCH CAPE  
BY TELEPHONE OR ZOOM LINK:**

To Join the **Zoom Video Meeting** paste the following in your browser address window:

<b>Meeting ID:</b>	<b>811 1394 7450</b>
<b>Meeting Passcode:</b>	<b>None Required</b>
<b>Assistance:</b>	<b>503-812-7578</b>
<b>Date:</b>	<b>Thursday, 20 November 2025</b>
<b>Time:</b>	<b>5:00 PM for Board Meetings</b>

**The Sanitary District Board Meeting will start at 5:00 pm.**

**The Domestic Water Supply District Board Meeting will start at 5:45 pm.**

**Agenda will be posted in Board Packet on the Website under “Governance – Meetings – 2025”**



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

Thursday, November 20, 2025

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 October 16, 2025, 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. Resolution 25-1120-1 Transfer of Appropriations - Asbury Creek Water Relocation Project</b> | Owen Dufka   |
| <b>VII. Approval of Engineering Contract for Asbury Creek Water Relocation Project</b>             | Owen Dufka   |
| <b>VIII. Authorization to Submit Business OR Funding Application – Asbury Creek</b>                | Owen Dufka   |
| <b>XI. ODOT Amendment No. 1 – (Action)</b>   | Owen Dufka   |
| <b>X. Cell Tower Next Steps/Committee [New Committee member]</b>                                   | Owen Dufka   |
| <b>XI. Asbury Intake Updates</b>   | Collin       |
| <b>XII. Emergency Preparedness Container (Discussion)</b>  | Collin       |
| <b>XIII. Reports</b>   |              |
| A. Staff Reports   | Collin       |
| B. Board Members’ Comments and Reports   | All          |
| <b>December Meeting Agenda Items (Action)</b>  |              |
| <b>Public Comments</b>   | Owen Dufka   |
| <b>Adjournment</b>   | Owen Dufka   |



**ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT  
BOARD OF COMMISSIONERS' MEETING  
Thursday, October 16, 2025**

Pursuant to the notice posted, the regular monthly Board Meeting for Arch Cape Domestic Water Supply District was held in-person and via Zoom.

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

Call to Order at 6:00 pm by Owen Dufka

Public Comments: Darr Tindall asked about logging of the Forest at this time? Chair mentioned this was an ongoing discussion and would be brought up at a later date.

Motion by Jeff Slemaker to approve agenda as presented, second by Richard Petrich, motion carried.

Motion by Richard Petrich to accept minutes of September 19, 2025, second by Sam Garrison [Jeff Slemaker was not a Board member at that date and abstained]; motion carried.

Financial & Administrative Reporting – consensus to accept as presented. Report from Sam Garrison on reconciliation of accounts; all is good.

Jeff Slemaker moved that the Board approve the incorporation letter in substantial form, including the minor edits adopted by the Sanitary Board, and authorize the Chair to sign a final joint letter with the Sanitary Board Chair. If the Sanitary and Water Board Chairs cannot agree on a substantially similar version, the Chair is authorized to sign and transmit the Water Board's version on behalf of this Board. [Note: acceptance of the letter as forwarded from the Sanitary Board was noted], second by Richard Petrich, motion carried.

Jeff Slemaker moved to adopt Resolution 25-1016WD delegating authority to the District Manager for enforcement and trespass decisions on District-owned property, as presented; second by Richard Petrich, motion carried.

Customer Billing Appeal by Dan Seifer and an opportunity was provided to Mr. Seifer to address the Board. Sam Garrison moved to deny the water coverage portion of Account #3485 (Seifer) appeal, finding that the overage resulted from an irrigation system failure not eligible for relief under Water District Policy #23-09WD and #2024-1017WD, second by Jeff Slemaker, motion carried.

Jeff Slemaker motioned to establish an ad hoc Cell Tower Research Committee to evaluate the feasibility of siting a telecommunications tower on District-managed forest property. The committee's purpose is to gather and review factual information, summarize findings, and report recommendations to the Arch Cape Water District Board. The committee shall include a Board Member as the Board's representative. District staff will provide coordination and administrative support for committee activities, including any

communication with outside agencies or consultants as needed, AND Jeff Slemaker motioned to appoint Sam Garrison to the ad hoc Cell Tower Research Committee, seconded by Richard Petrich, motion carried.

Jeff Slemaker motioned to appoint Richard Petrich to the ad hoc Cell Tower Research Committee, seconded by Sam Garrison, motion carried. Further, Board instructed Staff to post a notice for additional member (s) to the committee on the website, with applications due on November 12, 2025. Jeff Slemaker asked staff to forward his email inquiry regarding the Cell Tower to the newly established committee.

Forest & Asbury Intake Updates by Collin Stelzig were provided in the Board Packets.

Staff Reports: Website Board Bio's and photos. Board asked to have updates (and photos) with the projects on the Forest be added to the website as well.

Board Reports: None

November Meeting Agenda Items: Cell Tower and Asbury Information Updates.

Public Comments: None

Motion by Richard Petrich, seconded by Jeff Slemaker. Meeting adjourned by 7:30 pm.

---

Owen Dufka, Board Chair

---

Attest: Teri Fladstol, Secretary

## AC Domestic Water Supply District Budget vs. Actuals July 1 to October 31, 2025

	Jul - Sep, 2025	Oct 2025	Fiscal Year to Date		
	Actual	Actual	Actual	Budget	%
01-4000 RESOURCES - Beginning Balance				\$ 164,986	0%
<b>01-4000 RESOURCES - GENERAL FUND</b>					
01-4201 User Fees	\$ 57,776	\$ 28,103	\$ 85,879	\$ 231,264	37%
01-4202 Debt Service	\$ 4,938	\$ 2,549	\$ 7,487	\$ 20,808	36%
01-4204 Overage/Excess Usage	\$ 10,173	\$ 7,902	\$ 18,075	\$ 32,000	56%
01-4300 Interest Income - General Fund	\$ 3,732		\$ 3,732	\$ 3,500	107%
01-4350 IGA Income (Sanitary District)	\$ 10,555	\$ 35,550	\$ 46,105	\$ 206,084	22%
01-4400 Cannon View Park Services	\$ 1,388		\$ 1,388	\$ 1,313	106%
01-4501 Meter Hook-Up Fee	\$ 1,250		\$ 1,250	\$ 2,500	50%
01-4700 Miscellaneous Income			\$ -	\$ 100	
01-4800 Grant Revenue			\$ -	\$ 10,000	
4900 Interfund Transfer IN				\$ 3,000	
<b>Total 01-4100 REVENUE</b>	<b>\$ 89,812</b>	<b>\$ 74,104</b>	<b>\$ 163,916</b>	<b>\$ 507,569</b>	<b>32%</b>
Total General Fund Resources	<b>\$ 89,812</b>	<b>\$ 74,104</b>	<b>\$ 163,916</b>	<b>\$ 675,555</b>	<b>24%</b>
<b>01-6000 REQUIREMENTS - General Fund</b>			<b>01-5999 Inter-Govern Agreement (IGA)</b>		
01-5001 Wage - District Manager	\$ 23,565	\$ 7,855	\$ 31,420	\$ 100,000	31%
01-5002 Wages - Operator			\$ -	\$ 86,790	
01-5003 Employer Payroll Taxes	\$ 1,890	\$ 603	\$ 2,492	\$ 24,376	10%
01-5004 PERS Retirement	\$ 1,396	\$ 2,094	\$ 3,490	\$ 49,836	7%
01-5005 Medical Insurance	\$ 2,290	\$ 763	\$ 3,054	\$ 18,963	16%
01-5006 Worker's Compensation Insurance	\$ 714		\$ 714	\$ 2,747	26%
01-6001 Administrative Services	\$ 11,930	\$ 3,834	\$ 15,764	\$ 78,512	20%
01-6002 Temporary Help	\$ 18,885	\$ 4,775	\$ 23,660	\$ -	
01-6003 Clothing Allowance	\$ 249		\$ 249	\$ 1,000	25%
01-6004 Education	\$ 611		\$ 611	\$ 3,000	20%
01-6005 Travel			\$ -	\$ 1,500	
01-6006 Office Supplies	\$ 1,138	\$ 446	\$ 1,584	\$ 3,250	49%
01-6007 Postage	\$ 245		\$ 245	\$ 2,500	10%
01-6008 Vehicle	\$ 749		\$ 749	\$ -	
01-6009 IGA Legal	\$ 100		\$ 100	\$ -	
01-6101 Temporary Help			\$ -	\$ 12,223	
01-6102 Auditing Service	\$ 7,500		\$ 7,500	\$ 9,000	83%
01-6103 Dues & Taxes	\$ 1,025		\$ 1,025	\$ -	
01-6104 Legal Services	\$ 450		\$ 450	\$ 3,500	13%
01-6105 Liability & Property Insurance			\$ -	\$ 12,512	
01-6108 Project Maintenance	\$ 4,985	\$ 108	\$ 5,093	\$ 40,000	13%
01-6109 Recurring Maintenance	\$ 7,154		\$ 7,154	\$ 25,000	29%
01-6110 General Maintenance	\$ 18,724	\$ 1,088	\$ 19,812	\$ 30,000	66%
01-6111 Chemicals	\$ 4,199		\$ 4,199	\$ 6,000	70%
01-6112 Notices	\$ 131		\$ 131	\$ -	

	Actual	Actual	Actual	Budget	%
01-6113 Payroll Administration Service	\$ 219	\$ 39	\$ 258	\$ -	
01-6114 Professional Services	\$ 545		\$ 545	\$ 1,000	55%
01-6116 Utilities	\$ 3,586	\$ 1,106	\$ 4,692	\$ 10,000	47%
01-7500 Debt Service					
01-7501 IFA Water Plant Upgrade - Princ			\$ -	\$ 17,365	
01-7502 IFA Water Plant Upgrade - Int			\$ -	\$ 3,407	
01-8001 Unappropriated Bal - Gen Fund			\$ -	\$ 133,074	
<b>Total 01-6000 REQUIREMENTS - General Fund</b>	<b>\$ 112,278</b>	<b>\$ 22,711</b>	<b>\$ 134,989</b>	<b>\$ 675,555</b>	<b>20%</b>
<b>02-4000 RESOURCES - CAPITAL FUND</b>			0.00	106,943.00	
02-4100 REVENUE - Capital			0.00	355,000.00	
02-4200 SDC Revenue	6,847.00		6,847.00	13,694.00	50%
<b>Total 02-4000 RESOURCES - CAPITAL FUND</b>	<b>6,847.00</b>	<b>0.00</b>	<b>6,847.00</b>	<b>475,637.00</b>	
02-6000 REQUIREMENTS - Capital Fund			0.00	0.00	
02-7004 Asbury Creek Intake Move	10,766.89	1,949.50	12,716.39	355,000.00	4%
02-8000 Contingency - Capital Fund			0.00	60,000.00	
02-8001 Unappropriated Balance			0.00	60,637.00	
<b>Total 02-6000 REQUIREMENTS - Capital Fund</b>	<b>\$ 10,766.89</b>	<b>\$ 1,949.50</b>	<b>\$ 12,716.39</b>	<b>\$ 475,637.00</b>	<b>3%</b>
<b>03-4000 RESOURCES - FOREST FUND</b>			0.00	211,573.00	
03-4002 Beginning Bal - Restricted Fund			0.00	77,852.00	
03-4100 REVENUE - Forest Fund					
03-4300 Interest Income - Forest Fund	2,043.31		2,043.31	8,000.00	26%
03-4801 Business OR - ARPA	89,507.00		89,507.00	346,480.00	26%
03-4850 Private Donations Forest Fund			0.00	10,000.00	
<b>Total 03-4000 RESOURCES - FOREST FUND</b>	<b>\$ 91,550.31</b>	<b>\$ 0.00</b>	<b>\$ 91,550.31</b>	<b>\$ 653,905.00</b>	<b>14%</b>
<b>03-6000 REQUIREMENTS - Forest Fund</b>					
03-6101 ODF - Fire Protection				3,028.00	
03-6102 Forest - Federal Audit				3,000.00	
03-6103 Legal/Land Use Fees				4,000.00	
03-6104 Finance Management	1,620.00	540.00	2,160.00	6,480.00	33%
03-6107 Road Management Consulting	9,808.75	901.50	10,710.25	25,000.00	43%
03-6108 Forest Management Consulting	362.50		362.50	3,000.00	12%
03-6110 Other Road Maintenance Services	54,082.57	75,507.35	129,589.92	125,000.00	104%
03-6111 Land Restoration	10,029.00	4,971.00	15,000.00	15,000.00	100%
03-6112 Miscellaneous				500.00	
03-7000 Capital Outlay - Forest					
03-7001 Road Construction	125,000.00		125,000.00	125,000.00	100%
03-7002 Road Decommissioning	50,000.00		50,000.00	50,000.00	100%
03-8001 Contingency				60,501.00	
03-8002 Restricted Balance				77,852.00	
7900 Interfund Transfer OUT				\$ 3,000	
03-8003 Unappropriated Balance				152,544.00	
<b>Total 03-6000 REQUIREMENTS - Forest Fund</b>	<b>\$ 250,902.82</b>	<b>\$ 81,919.85</b>	<b>\$ 332,822.67</b>	<b>\$ 653,905.00</b>	<b>51%</b>
<b>Total Resources</b>	<b>\$ 188,209.66</b>	<b>\$ 74,103.78</b>	<b>\$ 262,313.44</b>	<b>\$ 1,805,097.00</b>	
<b>Total Expenditures</b>	<b>\$ 373,947.50</b>	<b>\$ 106,580.07</b>	<b>\$ 480,527.57</b>	<b>\$ 1,805,097.00</b>	

Date	Type	Num	Name	Amount
			00-1000 #1196 Main Checking	
10/01/2025	Expense		LaserPrint	-177.00
10/01/2025	Expense		Cleaning By Design	-320.00
10/08/2025	Check	2594	Curran McLeod	-1,949.50
10/08/2025	Check	2595	Dana Costa	-825.00
10/08/2025	Check	2596	SDIS	-57.00
10/08/2025	Check	2597	Pacific Power	-1,105.91
10/08/2025	Check	2598	Ricoh, USA Inc.	-120.00
10/08/2025	Check	2599	Meshier Supply	-172.17
10/08/2025	Check	2600	Jackson Oil	-183.27
10/11/2025	Expense		Ace Hardware	-125.87
10/11/2025	Expense		Sure Payroll	-39.32
10/14/2025	Expense		Sure Payroll	-3,993.14
10/17/2025	Check	99613078	Amazon.com	-95.34
10/17/2025	Expense		Amazon.com	-14.99
10/21/2025	Check	2601	Dana Costa	-1,650.00
10/23/2025	Expense		Amazon.com	-61.89
10/23/2025	Expense		Amazon.com	-96.89
10/24/2025	Expense		Starlink	-65.00
10/25/2025	Expense		AT&T Mobility	-98.70
10/26/2025	Expense		QuickBooks Payments	-115.00
10/27/2025	Expense		PERS	-706.95
10/27/2025	Expense		PERS	-2,093.73
10/27/2025	Expense		DEQ	-3.00
10/28/2025	Check	2603	Jigsaw Consulting Services	-3,500.00
10/28/2025	Check	2604	OR Environmental Solutions LLC	-1,980.00
10/28/2025	Check	2605	Hach	-884.89
10/29/2025	Expense		MODA Health	-706.39
10/31/2025	Check	EFT	Sure Payroll	-3,993.13
10/31/2025	Check	2602	Alexin Analytical	-400.00
10/31/2025	Expense		1st Security Bank	-10.00
			03-1000 Forest Fund #8620	
10/16/2025	Check	5018	Morgans Resource Management	-901.50
10/20/2025	Check	5019	VB Contructions, Inc.	-80,478.35
10/29/2025	Check	5020	Jigsaw Consulting Services	-540.00

## AGENDA MEMORANDUM

TO: Arch Cape Domestic Water Supply District Board  
FROM: Collin Stelzig, District Administrator  
DATE: November 20, 2025  
SUBJ: Transfer of Appropriations – Asbury Creek Water Relocation Project

---

### SUMMARY

The adopted FY 2025–26 budget includes \$355,000 in Capital Outlay for the Asbury Creek Intake Move, a component of ODOT’s Highway 101 Asbury Creek Fish Passage Project. ODOT has now advanced design for the roadway and bridge, which also requires relocation of the District’s 8-inch water main.

The waterline relocation is a separate portion of the overall Asbury Creek project and was not funded under the current Intake Capital Outlay appropriation. Curran-McLeod Inc. has provided a proposal for engineering, permitting, and coordination services totaling \$24,000. ODOT has requested 90 percent design plans by late January 2026, requiring this work to begin this fiscal year.

To fund and track this effort, staff recommends transferring \$24,000 from Capital Fund Contingency to Capital Outlay, establishing a new internal line item titled Asbury Creek Water Relocation Project.

ORS 294.463 allows the governing body to transfer up to 15 percent of a fund’s appropriations from Contingency to another category within the same fund by resolution. The proposed transfer is within that limit and does not increase the total Capital Fund appropriation.

### CAPITAL FUND – FY 2025-26 (Adopted vs. Amended)

Category / Project	Adopted Budget	Proposed Amended Budget	Notes
Asbury Creek Intake Move	\$355,000	\$355,000	No Change
Asbury Creek Water Relocation Project	\$0	\$24,000	New project line item
Total Capital Outlay	\$355,000	\$379,000	
Contingency	\$60,000	\$36,000	Transfer to Capital Outlay
Other Capital Fund lines	No Change	No Change	No change
Total Capital Fund	\$475,637	\$475,637	Fund total unchanged

### RECOMMENDATION/SUGGESTED MOTION

“I move to adopt, by resolution, 25-1120-1 WD transferring \$24,000 of appropriations from the Water Capital Fund Contingency to Capital Outlay for the Asbury Creek Water Relocation Project.”

**ALTERNATIVE**

1. Approve a different transfer amount
2. Defer action pending loan authorization from Business Oregon.
3. Take no action

**FISCAL IMPACT**

This action transfers appropriation authority within the Water Capital Fund. The total fund appropriation remains unchanged.

**ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT  
RESOLUTION 25-1120-1 WD, TRANSFER OF APPROPRIATIONS IN THE 2025-26 BUDGET**

WHEREAS, the FY 2025-26 Water Capital Fund budget provides appropriations for the Asbury Creek Intake Move, but does not include funding for the Asbury Creek Water Relocation Project; and

WHEREAS, Curran-McLeod Inc. has submitted an engineering proposal totaling approximately \$24,000 to complete design and coordination with ODOT; and

WHEREAS, ORS 294.463 authorizes the governing body to transfer appropriations from Contingency to another category within the same fund, provided the transfer does not exceed 15 percent of the fund's total appropriations;

BE IT RESOLVED by the Arch Cape Domestic Water Supply District Board of Directors that \$24,000 of Water Capital Fund Contingency be transferred to Water Capital Outlay for the Asbury Creek Water Relocation Project, as detailed in Attachment A.

ADOPTED this 20th day of November 2025.

BY:

ATTEST:

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

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

ATTACHMENT A  
FY 2025-26 WATER CAPITAL FUND APPROPRIATION

**ADOPTED BUDGET**

Capital Outlay	\$ 355,000
Contingency	\$ 60,000
Total Fund	\$ 475,637

**AMENDED BUDGET**

Capital Outlay	\$ 379,000
Contingency	\$ 36,000
Total Fund	\$ 475,637

## **AGENDA MEMORANDUM**

TO: Arch Cape Domestic Water Supply District Board  
FROM: Collin Stelzig, District Administrator  
DATE: November 20, 2025  
SUBJ: Approval of Engineering Contract – Asbury Creek Water Relocation Project

---

### **SUMMARY**

The Oregon Department of Transportation (ODOT) is proceeding with the Highway 101 Asbury Creek Fish Passage Project, scheduled for construction in 2027. As part of this work, the District's 8-inch water main must be reinstalled to accommodate bridge and roadway improvements.

Curran-McLeod, Inc. has submitted a proposal to provide engineering, permitting, and coordination services for the relocation project. Services include design plans, coordination with ODOT's project team, and bid-ready specifications for inclusion in ODOT's construction package. The proposal is for a not-to-exceed amount of \$24,000.

The District currently has an active contract with Curran-McLeod for the Asbury Creek Intake Move Project, totaling approximately \$54,000 (ODOT-funded). If viewed together, the combined value of these related projects remains under the \$100,000 direct-appointment threshold established in the District's Public Contracting Rules (Resolution 2024-0516C WD) and ORS 279C.115.

Although the intake and waterline projects are closely related, they are administratively separate scopes of work with distinct funding sources and deliverables. Awarding this contract to Curran-McLeod is permissible and economically advantageous, as they are already deeply familiar with the overlying ODOT fish project, ODOT requirements, and District facilities.

ODOT has requested 90 percent design plans by late January 2026 to align with their Advanced Plans milestone. Authorization of this contract will allow engineering to begin immediately to meet that schedule.

Funds for this work were made available through the budget transfer adopted earlier in this meeting from Capital Fund Contingency to Capital Outlay. The District will apply for reimbursement through Business Oregon's Safe Drinking Water or Special Public Works loan program.

### **RECOMMENDATION/SUGGESTED MOTION**

"I move to authorize the Board President to sign the engineering contract with Curran-McLeod, Inc. for the Asbury Creek Water Relocation Project in an amount not to exceed \$24,000."

### **ALTERNATIVE**

1. Take no action

**FISCAL IMPACT**

The \$24,000 engineering contract will be funded from the Water Capital Fund – Capital Outlay (Project Line: Asbury Creek Water Relocation Project). No additional appropriation is required beyond the budget transfer approved under Resolution 25-1120-1 WD.

**ARCH CAPE WATER DISTRICT**  
**ENGINEERING SERVICES CONTRACT**  
**HWY 101 ASBURY CREEK WATER MAIN REPLACEMENT**

**THIS AGREEMENT** entered into this date \_\_\_\_\_ 2025, by and between the ARCH CAPE WATER DISTRICT, a municipal corporation existing by and under the laws of the State of Oregon, herein referred to as “**DISTRICT**”, and CURRAN-McLEOD, INC., Portland, Oregon, hereinafter referred to as “**ENGINEER**”.

1. **SERVICES.** The **ENGINEER** agrees to act as the **DISTRICT**'s Engineer in providing Engineering services which may include:
  - Limited survey permitting and design for relocation of 600 linear feet of existing 8-inch diameter C900 PVC water line located on HWY 101 crossing Asbury Creek. The water main construction will be part of the Oregon Department of Transportation (ODOT) 2027 Asbury Creek Bridge Replacement Project. The new line will be of Ductile Iron construction and suspended from the new bridge.
  - Prepare plans, specifications and bid documents and submit to **DISTRICT**, ODOT and OHA Drinking Water for review.
  - Coordinate and forward approved plans and specifications to ODOT for inclusion in the ODOT Bridge delivery bid set.
  - Perform construction administration and site visits to oversee construction and perform preconstruction and post construction monitoring.
  - Perform and submit As-Built drawings of the completed project to OHA Drinking Water.
  - Attend Commissioners meetings if necessary to discuss project and related matters.
2. **COMPENSATION.** The **DISTRICT** will pay for **ENGINEERING** services according to the following:
  - Time and Materials fees based upon the Standard Hourly Rate Schedule attached as Exhibit “A”, up to but not to exceed the amount of **\$24,000.00**.

There shall be no change in these payment terms without a signed amendment to this agreement.

3. **INDEPENDENT ENGINEER RELATIONSHIP.** The **ENGINEER** is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of the **DISTRICT**. The **DISTRICT** shall determine the work to be done by the **ENGINEER**, but the **ENGINEER** shall determine how it accomplishes the work specified by the **DISTRICT**. The **DISTRICT** is not responsible for withholding and shall not withhold FICA or taxes of any kind from any payments which it owes the **ENGINEER**.

Neither the **ENGINEER** nor its employees shall be entitled to receive any benefits which employees of the **DISTRICT** are entitled to receive and shall not be entitled to workers compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pensions, profit sharing or Social Security on account of their work for the **DISTRICT**.

4. **BUSINESS OF ENGINEER.** The **ENGINEER** is engaged in the business of providing the services described in Paragraph 1 above. Upon request, **ENGINEER** shall provide copies of documents verifying the **ENGINEER's** business entity status, tax identification numbers and occupational licenses.
5. **RISK, RELEASE, AND INDEMNITY.** The **ENGINEER** agrees to indemnify, and save harmless the **DISTRICT**, its officers, Commissioners, and employees from and against all claims and actions, and all reasonable expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the negligent acts, errors or omissions of the **ENGINEER** or the **ENGINEER's** employees. The **ENGINEER** shall indemnify the **DISTRICT** for the defense costs and damages incurred by the **DISTRICT** to the extent of the **ENGINEER's** negligence, as determined by a court of law or by proportional out of court settlement.
6. **COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY INSURANCE.** The **ENGINEER** must maintain comprehensive general (including contractual liability) and automobile liability insurance in the amount of not less than \$2,000,000 combined single limit per occurrence / \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the **DISTRICT**, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to **ENGINEER's** or any of **ENGINEER's** subcontractor's performance of this Contract.
7. **PROFESSIONAL LIABILITY INSURANCE.** The **ENGINEER** must maintain professional liability insurance in an amount of not less than \$2,000,000 per claim. Such insurance shall include limited contractual liability coverage and shall provide for thirty days prior written notice to the **DISTRICT** in event of cancellation. The **ENGINEER** shall endeavor to use good faith in order to maintain in force such coverage for not less than three (3) years following completion of the Project. The **DISTRICT**, at its option, may require a complete copy of the above policy and evidence of required coverage.
8. **PREVAILING PARTY FEES.** In the event of suit or action filed to enforce the provisions of this Agreement, including any appeal therefrom, the prevailing party shall be entitled to recover from the other party any and all collection costs and attorney fees incurred.
9. **NO ASSIGNMENT.** The **ENGINEER** may not assign any of its rights or duties under this agreement without the prior written consent of the **DISTRICT**.
10. **PAYMENT.** The **DISTRICT** shall remit to the **ENGINEER** within 30 days after receipt and approval of the **ENGINEER's** invoice for services rendered.

11. **NOTICES.** All **notices** given or so sent hereunder shall be sent by United States mail, postage prepaid, addressed to the respective party at the address set forth on the signature page hereof, or to such other addresses that the parties shall designate in writing from time to time.
12. **TERMINATION.** **Either** party may terminate this Agreement prior to expiration upon 30 days' written notice of termination to the other. Within a reasonable time of notification of termination, the Contractor shall turn over to the **DISTRICT** all documents and other materials belonging to the **DISTRICT** or relating to the **DISTRICT's** business. Upon termination, the **DISTRICT** shall pay the Contractor for fees and expenses actually incurred in performance of this Agreement prior to termination; however, the **DISTRICT** may withhold final payment to the Contractor until any documents and other materials belonging to the **DISTRICT** are returned. Contractor's sole remedy for early termination of this Agreement by the **DISTRICT** shall be compensation for work actually performed by Contractor up to and including the date of termination.
13. **TERMINATION OF PRIOR AGREEMENTS.** This agreement cancels and terminates, as of its effective date, all prior agreements between the parties whether written or oral or partly written or partly oral.
14. **WAIVER.** A **waiver** by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.
15. **GOVERNING LAW.** This agreement shall be governed and construed in accordance with Oregon law.
16. **SIGNATURES.** Both the **DISTRICT** and the **ENGINEER** agree to the above and have executed this agreement on the dates shown above.

DISTRICT:  
**ARCH CAPE WATER DISTRICT**  
 PO Box 1827  
 Arch Cape, OR 97024

ENGINEER:  
**CURRAN-McLEOD, INC.**  
 6655 S.W. Hampton Street, Suite 210  
 Portland, OR 97223

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

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

Name/Title: \_\_\_\_\_

Name/Title: Edward P. Hodges, P.E., Principal

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

Date: 11/06/2025

# STANDARD HOURLY RATES

---

Effective January 1, 2025

Senior Principal Engineer	\$ 190.00
Principal Engineer	180.00
Project Engineer/Manager	165.00
Design Engineer/Sr. Design Tech	145.00
Design Technician/Inspector	115.00
Graphics Technician	100.00
Word Processing	90.00
Sub-Consultants	At Cost

## REIMBURSABLE EXPENSES

---

CURRAN-McLEOD, INC. does not routinely invoice any reimbursable expenses. Auto expenses, meals, travel, lodging, communication, publishing, and miscellaneous operating costs are all included in our established hourly rates and project budgets.

## **AGENDA MEMORANDUM**

TO: Arch Cape Domestic Water Supply District Board  
FROM: Collin Stelzig, District Administrator  
DATE: November 20, 2025  
SUBJ: Authorization to Submit Business Oregon Funding Application – Asbury Creek Water Relocation Project

---

### **SUMMARY**

Business Oregon has approved the District's Intake Form for the Asbury Creek Waterline Relocation Project and invited the District to submit a General Application for funding under the Special Public Works Fund (SPWF) or Safe Drinking Water Revolving Loan Fund (SDWRLF) programs.

The General Application (attached) requests approximately \$165,000 in total project funding for engineering, permitting, and construction associated with the Highway 101 Water Main Relocation coordinated with ODOT's 2027 bridge project.

Business Oregon has confirmed that the project is eligible and that engineering costs incurred before award may be reimbursed, provided "pre-award" approval is included in the application.

At this stage, only the General Application requires Board authorization and the Board President's signature. The accompanying SPWF Supplement and supporting documentation (e.g., taxpayer and financial data) are still being finalized and will be submitted once complete, without the need for further board action.

### **RECOMMENDATION/SUGGESTED MOTION**

"I move to authorize the Board President to sign and submit the General Application to Business Oregon for the Asbury Creek Water Relocation Project, including pre-award reimbursement for engineering expenses, and to allow staff to make minor, non-substantive revisions if requested by Business Oregon, with the Board President authorized to re-sign the application if necessary."

### **ALTERNATIVE**

1. Take no action

### **FISCAL IMPACT**

No immediate fiscal impact beyond the previously approved \$24,000 engineering contract. Upon approval, Business Oregon funding would reimburse eligible costs and provide financing for construction.



**Response to Opportunity/Problem**

Briefly describe the major alternatives considered to address this opportunity or problem:

The existing 8-inch waterline provides a critical looped connection serving the south portion of Arch Cape. ODOT’s Asbury Creek Fish Passage Project requires replacement of the Highway 101 culvert with a bridge, which will remove the current waterline crossing. The District evaluated two major design alternatives for relocating the line:

Alternative 1:

- Relocate the waterline along an alternate alignment parallel to Highway 101.
- This option would require nearly four times the length of new pipe installation, additional creek crossing, and substantially more roadway cuts.

Alternative 2:

- Relocate the waterline along a bypass alignment across private, forested property east of the highway.
- This option would also require approximately four times more pipe and would necessitate new easements through private property, a creek crossing, increasing cost and permitting complexity.

Installing the new line as close as possible to the existing alignment minimizes both cost and disturbance. This preferred alternative reduces roadway and property impacts, limits environmental disturbance, and provides the most financially responsible solution for maintaining reliable service continuity.

**Detailed Project Description**

Clearly describe the proposed project work to be accomplished:

The project will design and construct approximately 600 linear feet of new 8-inch C900 PVC waterline and related appurtenances to replace the existing waterline within Highway 101. The new line will be installed on ODOT’s new bridge structure. The work includes engineering design, permitting, coordination with ODOT, construction oversight, and installation of the new line with valves, fittings, and supports.

**Project Work Plan**

List project activity milestones with estimated start and completion dates. Identify estimated date of first cash draw:

Activity	Estimated Date	
	Start	Completion
Engineering & Permitting	Nov 30, 2025	Jan 31, 2028
Construction	Mar 1, 2027	Jan 31, 2028

**Estimated First Draw Date:** Jun 1, 2026

**Project Budget**

List individual project budget line items with requested budgeted amounts by IFA and non-IFA funding sources. Change budget column labels to identify the specific requested IFA funding sources. Non-IFA sources are those funds other than those requested from IFA.

**Please be aware that the award loan amount will be subject to a less than 1% issuance fee if the loan is included in the Oregon Bond Bank. Please contact Business Oregon for additional information.**

Budget Line Item (Adjust budget items to suit the project) <i>Below are general items most used</i>	IFA Funding		Non-IFA	Total
	Source 1	Source 2	Funds	
<b>Engineering/Architecture</b>	\$29,800	\$0	\$0	\$29,800
<b>Construction</b>	100,000			100,000
<b>Construction Contingency</b>	35,000			35,000
<b>Land Acquisition</b>				0
<b>Legal</b>				0
<b>Construction Management</b>				0
<b>Other (Specify)</b>				0
<b>Other (Specify)</b>				0
<b>Other (Specify)</b>				0
<b>Other (Specify)</b>				0
<b>Totals</b>	164,800	0	0	164,800

**Details of Non-IFA Funds**

Source of Non-IFA Funds	Amount	Status: C-Committed, A-Application S-Submitted, AI-Application Invited, PS-Potential Source	Dates Required Funds will be Committed and Available
	\$0		
<b>Totals</b>	<b>0</b>		

**If "Non-IFA funds" include USDA Rural Development funding that will require interim financing, please indicate the source of the interim financing.**

**General Certification**

I certify to the best of my knowledge all information, contained in this document and any attached supplements, is valid and accurate. I further certify that, to the best of my knowledge:

1. The application has been approved by the governing body or is otherwise being submitted using the governing body's lawful process, and
2. Signature authority is verified.

**Check one:**

- Yes, I am the highest elected official. (e.g., Mayor, Chair or President)
- No, I am not the highest elected official so I have attached documentation that verifies my authority to sign on behalf of the applicant. (Document such as charter, resolution, ordinance or governing body meeting minutes must be attached.)

**The department will only accept applications with proper signature authority documentation.**

\_\_\_\_\_  
Signature  
Owen Dufka  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date  
board president  
\_\_\_\_\_  
Printed Title

**FOR BUSINESS OREGON USE ONLY**

\_\_\_\_\_  
Concept Number

\_\_\_\_\_  
Intake Approval Date

**Project Type:**

- Planning       Construction       Other:
- Design       Design & Construction

## **AGENDA MEMORANDUM**

TO: Arch Cape Domestic Water Supply District Board  
FROM: Collin Stelzig, District Administrator  
DATE: November 20, 2025  
SUBJ: Authorization to Sign ODOT Amendment No. 01 and Future Administrative Corrections (Asbury Creek Intake Relocation)

---

### **SUMMARY**

ODOT has provided Amendment No. 01 to the March 1, 2024 Utility Construction Agreement for the Highway 101 Asbury Creek Bridge Replacement Project (Key #18271). This amendment updates Exhibit D and incorporates revised estimated costs for the District's water intake relocation work.

This intake relocation is part of ODOT's bridge and fish-passage project and is fully reimbursed by ODOT under the existing agreement.. The District will not incur any direct costs for the work covered under this amendment.

During review of the amendment, staff identified an administrative naming inconsistency:

- The original agreement identifies the agency as Arch Cape Water District
- The amendment identifies the agency as Arch Cape Water Sanitary District

These are separate special districts; no combined entity exists. Staff has contacted ODOT to clarify and determine whether the amendment should be reissued under the correct name. ODOT's response is pending.

To avoid delays to ODOT's contracting and reimbursement schedule, staff recommends the Board authorize the District Manager, Matt Gardner, to sign the amendment as provided or as corrected, and to also authorize the District Manager to sign any future amendments issued solely to correct the District name or other clerical/administrative errors, provided no substantive changes occur.

### **RECOMMENDATION/SUGGESTED MOTION**

"I move to authorize the District Manager to sign Amendment No. 01 to the ODOT Utility Construction Agreement for the Asbury Creek Intake Relocation, as well as any future amendments issued solely to correct the District name or other minor administrative errors, provided that such amendments do not alter the scope of work, cost, reimbursement structure, schedule, or obligations of the District"

### **ALTERNATIVE**

1. Take no action

### **FISCAL IMPACT**

There is no fiscal impact to the District.

All work associated with the Asbury Creek intake relocation, including costs revised in Amendment No. 01, is 100% reimbursed by ODOT.

**AMENDMENT NUMBER 01  
UTILITY CONSTRUCTION AGREEMENT  
US101 at Asbury Creek  
Arch Cape Water Sanitary District**

This is Amendment No. 01 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as “State,” and **Arch Cape Water Sanitary District**, acting by and through its elected officials, hereinafter referred to as “Agency,” entered into on 3/1/24.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to increase the cost of reimbursable work.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.**

**Exhibit D shall be deleted in its entirety and replaced with the attached Revised Exhibit D. All references to “Exhibit D” shall hereinafter be referred to as “Revised Exhibit D.”**

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.
5. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are “Electronic Signatures” under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

State/Agency  
Agreement No. US 101 MP 24.70-34.80

This Project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), (Key #18271) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

**ARCH CAPE WATER DISTRICT**

By \_\_\_\_\_

Date \_\_\_\_\_

**Agency Contact:**

Matt Gardner, District Manager  
32065 East Shingle Mill Lane  
Arch Cape, OR 97102  
503-812-7578  
mattgardneracutil@gmail.com

**State Contact:**

Nicole Frankl, State Utility Liaison  
ODOT – Technical Services  
555 13<sup>th</sup> St. NE  
Salem OR 97301  
(503) 385-6594  
UtilityandRailProgra@odot.oregon.gov

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By Stacy Posegate by email  
Assistant Attorney General

Date: 11/3/25

**Revised Exhibit D**

US-101 @ Asbury Creek Culvert — KN18271  
 Arch Cape Water District Utility Reimbursement  
 October 23, 2025



LOCATION REIMBURSEMENT ELIGIBILITY	SCOPE OF WORK	COST ESTIMATE	
Location #1 ACWD Water Intake Relocation Preliminary Engineering, Easement Acquisition, & Fees	ACWD is required to relocate their primary water intake to a location above the creek diversion required for the channel regrading of the ODOT project. ACWD's engineer has determined that the relocation will extend upstream ±330-feet. This will be accomplished by constructing a new access road and open trench to install a new 8" PVC pipe that will gravity feed back to the well pump house. The scope of work is outlined below.		
	<b>PRELIM ENGINEERING, PERMANENT EASEMENT ACQUISITION, FEES</b> (Reimbursement is captured under ODOT PE Phase includes: all engineering design, permitting, required fees, and easement acquisition required to construct new water intake.)		
	a) Point of Diversion Relocation (Water Rights Requirement)	\$7,294	
	b) Research & Field Surveys	\$4,000	
	c) Joint DSL/COE Permitting	\$26,000	
	d) Civil/Structural Design	\$13,000	
	e) Contract Documents	\$2,500	
	f) Graphics, (est. 4 sheets)	\$2,500	
	g) Coordination & Approvals	\$5,000	
	h) Test pits (along the new intake alignment)	\$4,800	
	i) Design Contingencies (10%)	\$6,509	
		<b>Prelim Engineering Total:</b>	<b>\$71,603</b>
	<b>EASEMENT ACQUISITION</b>		
	j) Easement Appraisal Labor (updated)	\$14,959	
	k) Appraisal Review	\$4,500	
l) Easement Offer	\$18,100		
l) Include 20% contingency	\$3,620		
	<b>Perm. Easement Acquisition Total:</b>	<b>\$41,179</b>	
<b>REQUIRED FEES</b>			
m) Oregon Health Authority (drinking water) Review Fee	\$885		
n) Clatsop County Site Development	\$250		
o) Clatsop County LUCS for OHA PR	\$200		
	<b>Required Fees Total:</b>	<b>\$1,335</b>	
	<b>Prelim Engineering, Perm. Easement Acquisition, &amp; Required Fees Total:</b>	<b>\$114,117</b>	

**Revised Exhibit D Cont.**

US-101 @ Asbury Creek Culvert — KN18271  
 Arch Cape Water District Utility Reimbursement  
 October 23, 2025



<b>Location #1 ACWD Water Intake Relocation Construction</b>	<b>UTILITY RELOCATION CONSTRUCTION</b>	
	(Reimbursement is captured under UR phase in STIP)	
	1) Creek Dewatering at new intake location	\$35,000
	2) Clearing, Logging, & Access Road Construction	\$70,000
	3) Open Cut for 8" C900 PVC raw WM (340 lin. ft.)	\$85,000
	4) Construct Raw Water Intake Structure	\$150,000
	5) Abandon Existing Water Intake and Piping	\$5,000
	6) Misc. J-Box, Fittings, & Valves	\$20,000
	7) Mobilization, (Bonds & Insurance)	\$35,000
	8) Construction Contingencies (20%) (Not in original cost est.)	\$80,000
	9) Construction Inspection/Observation	\$40,000
<b>Construction &amp; Inspection Services Total:</b>		<b>\$520,000</b>
<b>LOCATION #1 – DESIGN &amp; CONSTRUCTION TOTAL =</b>		<b>\$634,117</b>

<b>Location #2</b>	<p>This work has been determined not eligible for reimbursement. ACWD intends to install up to 2 shutoff valves to close the 8" line during construction. Special provisions will outline a duration (days) from ODOT's contractor to permit ACWD to have their own contractor hang, install, and reconnect new 8" ductile iron pipe during the northbound phase of construction.</p> <p>Original estimate for this work was \$24,000. However, following the determination that this work is not eligible for reimbursement, the \$24,000 was moved to Location #3.</p>	<b>No cost to ODOT</b>
<b>8" Watermain located within US-101 R/W</b>		

<b>Location #3</b>	<p>ACWD has a 4" C-900 pressure line from the meter box at the control building next to the water intake that runs uphill to an existing waterline and on to the treatment plant located in their own permanent easement. If this line is too shallow to withstand construction traffic; ACWD will need to relocate the line deeper to avoid destruction.</p> <p>DOWL proposed placing Geotech fabric over the top of the access road followed by 6"-0 pit run materials to create a suitable access road. This will be done in place of relocating ACWD's pressurized water line.</p> <p>No reimbursement costs required.</p>	<b>To be covered by ODOT contract</b>
<b>Access road from Shark Creek Lane to intake well pump house</b>		

**Revised Exhibit D Cont.**

US-101 @ Asbury Creek Culvert — KN18271  
 Arch Cape Water District Utility Reimbursement  
 October 23, 2025



Summary of Costs and Authorization for the reimbursement of Preliminary Engineering Design, Permanent Easement Acquisition, and Construction.	
<b>Location #1 Total:</b>	<b>\$634,117</b>
Prelim Engr, Easement Acquisition, & Fees (ODOT PE funded)	\$114,117
Construction and Inspection/Observation (UR Funded)	\$520,000
<b>Location #2 Total:</b>	<b>\$0</b>
<b>Location #3 Total:</b>	<b>\$0</b>
<b>Summary of UR Funding</b>	
UR funds programmed for construction	\$ (243,000)
Construction & Inspection	\$ 520,000
<b>Balance required to fully fund reimbursement estimate</b>	<b>\$ 277,000</b>
<b><u>TOTAL ESTIMATED REIMBURSEMENT (Design, Easement, &amp; Construction)</u></b>	<b><u>\$ 634,117</u></b>