



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:

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

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, January 15, 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.

- | | |
|--|--------------|
| I. Call to Order | Owen Dufka |
| II. Public Comments | Owen Dufka |
| III. Agenda Approval (Action – Motion to Approve) | Owen Dufka |
| IV. Approve December 18, 2025, Meeting Minutes (Action – Motion to Approve) | Owen Dufka |
| V. Financial & Administrative Reporting | |
| A. Accept Budget vs Actual Report | Owen Dufka |
| B. Accept Payment of Accounts | Owen Dufka |
| C. Treasurer’s Report | Sam Garrison |
| VI. Plan of Action – Secretary of State (Action) | Owen Dufka |
| VII. Cell Tower Updates | Owen Dufka |
| VIII. Forestry Management Contract Amendment (Action – Motion to Approve) | Collin |
| IX. New Truck Discussion | Collin |
| X. Forestry & Asbury Intake Updates | Collin |
| XI. Reports | |
| A. Staff Reports | Matt/Collin |
| B. Board Members’ Comments and Reports | All |
| February Meeting Agenda Items (Action) | |
| Public Comments | Owen Dufka |
| Adjournment | Owen Dufka |



**ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT
BOARD OF COMMISSIONERS' MEETING
Thursday, November 20, 2025**

Pursuant to the notice posted, the regular monthly Board Meeting for Arch Cape Domestic Water Supply District was held in-person. Hybrid meeting was not available due to a Zoom outage.

In attendance: Tevis Dooley, Richard Petrich, Sam Garrison, (by phone: Jeff Slemaker), Owen Dufka, Absent.
Staff: Collin Stelzig and Teri Fladstol; Public: Richard Gibson

Board Meeting was called to order by Tevis Dooley at 5:45 pm.

Public Comments – Richard Gibson, Cannon View Park President addressed the Board with information regarding the Smart Link Group that collaborated with them in the past regarding a cell-tower with Verizon. Smart Link is a group that does preliminary research and the case has been dormant for the past 2 years. Richard showed the location they had researched in their discussion with Cannon View Park.

Motion by Sam Garrison to approve agenda as presented, second by Richard Petrich, motion carried.

Motion by Richard Petrich, second by Sam Garrison to approve October 16, 2025, Meeting minutes, motion carried.

Financial & Administrative Reporting - Motion by Richard Petrich, Second by Sam Garrison to accept budget vs actual report; motion carried. Motion by Sam Garrison, Second by Richard Petrich to accept payment of accounts; motion carried. Sam reported that reconciliation had been completed and filed at the office.

Motion by Sam Garrison to accept Resolution 25-1120-1WD, Transfer of Appropriations in the 2025-2026 Budget to provide appropriations for the Asbury Creek Relocation Project. Second, by Richard Petrich, motion carried.

Motion by Sam Garrison to approve the engineering services contract with Curran-McLeod, Inc. for the Asbury Creek Water Relocation project in the amount of \$24,000, authorize the Board President to execute the agreement, and authorize the Board President to approve and sign contract amendments or changes not exceeding ten percent (10%) of the contract amount. Second, by Richard Petrich, motion carried.

Motion by Sam Garrison authorizing submission of Business OR Funding Application for Asbury Creek to see what funding opportunities may be available. Second, by Richard Petrich, motion carried.

Motion by Richard Petrich 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. Second by Sam Garrison, motion carried.

Motion by Sam Garrison, second by Richard Petrich to accept Dale Mosby's application to join the cell tower committee. Discussion on the status of the inquiry is that Smart Link has indicated that site has been taken off of hold by Verizon and they are reviewing the area to see viability. Collin Stelzig and Richard Gibson shared map images of the locations that have been suggested. Next steps are to await for feedback from ODF, Smart

Link/Verizon.

Collins Stelzig updated the Board on the status from legal counsel in regard to use of District property by another public body, the emergency-preparedness group does not meet that standard. The group has been made aware of this and no action is requested from the Board at this time.

Reports: Collin Stelzig gave update on Asbury Intake and the need for 90% design plans for the waterline relocation by January 2026.

Board Comments and Reports: None

December Meeting Agenda Items: No Meeting unless necessary; Next meeting will be held January 15th at 5:45 pm.

Motion by Sam Garrison to adjourn the meeting, second by Richard Petrich, meeting adjourned at 7:15 pm.

Tevis Dooley, Vice-Chair

Attest: Teri Fladstol, Secretary

DRAFT



**ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT
BOARD OF COMMISSIONERS' MEETING
Thursday, December 18, 2025**

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

In attendance: Owen Dufka, Tevis Dooley, and Sam Garrison. Staff: Collin Stelzig and Teri Fladstol; Public: None

Board Meeting was called to order by Owen Dufka at 5:45 pm.

Public Comments – None

Motion by Tevis Dooley to approve agenda as presented, second by Sam Garrison, motion carried.

Agenda item: Discussion of just compensation for an easement acquisition.

A motion was made by Tevis Dooley that the Board approve the Just Compensation amount of \$18,100 for the DeShane easement acquisition and authorize the Board President to sign the Just Compensation Authorization form on behalf of the District. Second by Sam Garrison, motion carried.

Discussion clarified that this was an initial step in the process and final approval would be needed after any negotiations with the property owner and would come back to the Board after negotiations were completed. The funds will be covered by ODTA as the ROW acquisition through reimbursement.

Meeting adjourned at 5:53 pm

Owen Dufka, Chair

Attest: Teri Fladstol, Secretary

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

	FY 25/26	1st Quarter	Oct 2025	Nov 2025	Dec 2025	Fiscal Year to Date		
	Budget	Actual	Actual	Actual	Actual	Actual	Budget	
01-4000 RESOURCES - Beginning Balance	\$ 164,986						\$ 164,986	0%
01-4000 RESOURCES - GENERAL FUND								
01-4201 User Fees	\$ 231,264	\$ 57,776	\$ 28,103	\$ 5,181	\$ 17,839	\$ 85,879	\$ 231,264	37%
01-4202 Debt Service	\$ 20,808	\$ 4,938	\$ 2,549	\$ 298	\$ 1,518	\$ 7,487	\$ 20,808	36%
01-4204 Overage/Excess Usage	\$ 32,000	\$ 10,173	\$ 7,902	\$ 434	\$ 5,155	\$ 18,075	\$ 32,000	56%
01-4300 Interest Income - General Fund	\$ 3,500	\$ 3,732	\$ 1,042	\$ 1,793	\$ 1,844	\$ 4,774	\$ 3,500	136%
01-4350 IGA Income (Sanitary District)	\$ 206,084	\$ 10,555	\$ 35,550		\$ 7,630	\$ 46,105	\$ 206,084	22%
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	\$ 1,250	\$ 2,500	50%
01-4700 Miscellaneous Income	\$ 100			\$ 50		\$ -	\$ 100	
01-4800 Grant Revenue	\$ 10,000			\$ 14,266		\$ -	\$ 10,000	
4900 Interfund Transfer IN	\$ 3,000						\$ 3,000	
Total 01-4100 REVENUE	\$ 510,569	\$ 89,812	\$ 75,145	\$ 22,022	\$ 35,236	\$ 164,958	\$ 510,569	32%
Total General Fund Resources	\$ 675,555	\$ 89,812	\$ 75,145	\$ 22,022	\$ 35,236	\$ 164,958	\$ 675,555	24%
01-6000 REQUIREMENTS - General Fund			01-5999 Inter-Govern Agreement (IGA)					
01-5001 Wage - District Manager	\$ 100,000	\$ 23,565	\$ 7,855	\$ 7,855	\$ 7,855	\$ 31,420	\$ 100,000	31%
01-5002 Wages - Operator	\$ 86,790					\$ -	\$ 86,790	
01-5003 Employer Payroll Taxes	\$ 24,376	\$ 1,890	\$ 603	\$ 1,336	\$ 603	\$ 2,492	\$ 24,376	10%
01-5004 PERS Retirement	\$ 49,836	\$ 1,396	\$ 2,094	\$ 2,094	\$ 2,792	\$ 3,490	\$ 49,836	7%
01-5005 Medical Insurance	\$ 18,963	\$ 2,290	\$ 763	\$ 57	\$ 1,585	\$ 3,054	\$ 18,963	16%
01-5006 Worker's Compensation Insurance	\$ 2,747	\$ 714				\$ 714	\$ 2,747	26%
01-6001 Administrative Services	\$ 78,512	\$ 11,930	\$ 3,834	\$ 3,168	\$ 7,763	\$ 15,764	\$ 78,512	20%
01-6002 Temporary Help	\$ -	\$ 18,885	\$ 3,950	\$ -	\$ 5,745	\$ 22,835	\$ -	
01-6003 Clothing Allowance	\$ 1,000	\$ 249			\$ 335	\$ 249	\$ 1,000	25%
01-6004 Education	\$ 3,000	\$ 611			\$ 390	\$ 611	\$ 3,000	20%
01-6005 Travel	\$ 1,500					\$ -	\$ 1,500	
01-6006 Office Supplies	\$ 3,250	\$ 1,138	\$ 446	\$ 156	\$ 251	\$ 1,584	\$ 3,250	49%
01-6007 Postage	\$ 2,500	\$ 245				\$ 245	\$ 2,500	10%
01-6008 Vehicle		\$ 749	\$ 183	\$ 741	\$ 111	\$ 932		
01-6009 IGA Legal		\$ 100				\$ 100		
01-6101 Temporary Help	\$ 12,223					\$ -	\$ 12,223	
01-6102 Auditing Service	\$ 9,000	\$ 7,500				\$ 7,500	\$ 9,000	83%
01-6103 Dues & Taxes		\$ 1,025			\$ 617	\$ 1,025		
01-6104 Legal Services	\$ 3,500	\$ 450				\$ 450	\$ 3,500	13%
01-6105 Liability & Property Insurance	\$ 12,512				\$ (59)	\$ -	\$ 12,512	
01-6108 Project Maintenance	\$ 40,000	\$ 4,985	\$ 108	\$ 225	\$ 4,036	\$ 5,093	\$ 40,000	13%
01-6109 Recurring Maintenance	\$ 25,000	\$ 7,154	\$ 465			\$ 7,619	\$ 25,000	30%
01-6110 General Maintenance	\$ 30,000	\$ 18,724	\$ 1,088	\$ 881	\$ 4,167	\$ 19,812	\$ 30,000	66%
01-6111 Chemicals	\$ 6,000	\$ 4,199				\$ 4,199	\$ 6,000	70%
01-6112 Notices		\$ 131				\$ 131		
01-6113 Payroll Administration Service		\$ 219	\$ 39	\$ 39	\$ 99	\$ 258		
01-6114 Professional Services	\$ 1,000	\$ 545			\$ 1,080	\$ 545	\$ 1,000	55%
01-6116 Utilities	\$ 10,000	\$ 3,586	\$ 1,106	\$ 1,168	\$ 1,535	\$ 4,692	\$ 10,000	47%
01-7500 Debt Service								
01-7501 IFA Water Plant Upgrade - Princ	\$ 17,365				\$ 7,724	\$ -	\$ 17,365	
01-7502 IFA Water Plant Upgrade - Int	\$ 3,407				\$ 1,424	\$ -	\$ 3,407	
01-8000 Contingency - Gen Fund	\$ 78,000					\$ -	\$ 78,000	
01-8001 Unappropriated Bal - Gen Fund	\$ 55,074					\$ -	\$ 55,074	
Total 01-6000 REQUIREMENTS - General Fund	\$ 675,555	\$ 112,278	\$ 22,534	\$ 17,719	\$ 48,050	\$ 134,812	\$ 675,555	20%
02-4000 RESOURCES - CAPITAL FUND	\$ 106,943					\$ -	\$ 106,943	
02-4100 REVENUE - Capital	\$ 355,000					\$ -	\$ 355,000	
02-4200 SDC Revenue	\$ 13,694	\$ 6,847			\$ 6,847	\$ 13,694	\$ 13,694	100%
Total 02-4000 RESOURCES - CAPITAL FUND	\$ 475,637	\$ 6,847	\$ -	\$ -	\$ 6,847	\$ 13,694	\$ 475,637	
02-6000 REQUIREMENTS - Capital Fund						\$ -		
02-7004 Asbury Creek Intake Move	\$ 355,000	\$ 10,767	\$ 1,950	\$ 12,518	\$ 3,632	\$ 12,716	\$ 355,000	4%
02-8000 Contingency - Capital Fund	\$ 60,000					\$ -	\$ 60,000	
02-8001 Unappropriated Balance	\$ 60,637					\$ -	\$ 60,637	

	FY 25/26	1st Quarter	Oct 2025	Nov 2025	Dec 2025	Fiscal Year to Date		
Total 02-6000 REQUIREMENTS - Capital Fund	\$ 475,637	\$ 10,767	\$ 1,950	\$ 12,518	\$ 3,632	\$ 12,716	\$ 475,637	3%
03-4000 RESOURCES - FOREST FUND	\$ 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	\$ 371	\$ 113	\$ 112	\$ 2,414	\$ 8,000	30%
03-4801 Business OR - ARPA	\$ 346,480	\$ 89,507		\$ 239,653		\$ 89,507	\$ 346,480	26%
03-4850 Private Donations Forest Fund	\$ 10,000					\$ -	\$ 10,000	
Total 03-4000 RESOURCES - FOREST FUND	\$ 653,905	\$ 91,550	\$ 371	\$ 239,766	\$ 112	\$ 91,921	\$ 653,905	14%
03-6000 REQUIREMENTS - Forest Fund								
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	\$ 540		\$ 1,080	\$ 2,160	\$ 6,480	33%
03-6107 Road Management Consulting	\$ 25,000	\$ 9,809	\$ 902	\$ 1,181		\$ 10,710	\$ 25,000	43%
03-6108 Forest Management Consulting	\$ 3,000	\$ 363			\$ 2,277	\$ 363	\$ 3,000	12%
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	
Total Materials & Services	\$ 185,008	\$ 75,903	\$ 81,920	\$ 1,181	\$ 3,357	\$ 157,823	\$ 185,008	85%
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	
Total 03-6000 REQUIREMENTS - Forest Fund	\$ 653,905	\$ 326,806	\$ 163,840	\$ 2,362	\$ 6,715	\$ 490,645	\$ 653,905	75%
Total Resources	\$ 1,805,097	\$ 188,210	\$ 75,516	\$ 261,788	\$ 42,196	\$ 270,572	\$ 1,805,097	
Total Expenditures	\$ 1,805,097	\$ 449,850	\$ 188,323	\$ 32,599	\$ 58,396	\$ 638,173	\$ 1,805,097	



Arch Cape Water and Sanitary Districts

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

January 15, 2026

Office of the Secretary of State
Audits Division
255 Capitol Street NE, Suite 180
Salem, Oregon 97310

Plan of Action for Arch Cape Domestic Water Supply District

Arch Cape Domestic Water Supply District respectfully submits the following corrective action plan in response to deficiencies reported in our audit of the fiscal year ended June 30, 2025. The audit was completed by the independent auditing firm, Accuity, LLC, Albany, Oregon. The plan of action was adopted by the governing body of the District at their meeting on January 15, 2026, as indicated by signatures below.

The deficiencies are listed on the subsequent pages; the adopted plan of action and timeframe for each are listed below.

1. Deficiency #1

a. **2025-001 Adequate Segregation of Duties:**

Arch Cape Domestic Water Supply Board of Directors has a contracted office administrator that assists the District in administration, billing services, bookkeeping and payroll services with the following protocols:

- Staff opens mail, approve invoices, documents where expenditure should be categorized and submitted for payment;
- Staff submits hours and details for payroll to be processed on the 15th and 30th of each month.
- Bookkeeping Firm is on site weekly to enter bills, process payments, attach documents to Quickbooks and file invoices in the secure filing cabinet.
- Checks are turned over to Staff/Board of Directors for signature and then mailed. Reconciliation of bank accounts are done by Bookkeeping Firm and handed over to the Treasurer of the Board for review and approval monthly.

- b. **Timeframe for, or date of, implementation:** Arch Cape Domestic Water Supply District Board of Directors implemented these changes in December of 2021 and is currently under contract with the office administrator for the 2025-2026 Fiscal Year. The Board of

Directors also hired a District Administrator on July 1, 2025 that will be assisting in implementation of process and procedures for the District to mitigate any issues due to the size of our staffing.

Signed by:

Owen Dufka, Board Chair

Date

Collin Stelzig, District Administrator

Date

***Attach schedule of findings from your board report**

ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT
Clatsop County, Oregon

June 30, 2025

Finding Number	2025-001 (Repeat finding)
Finding Title	Adequate segregation of duties in most areas was impractical due to the limited number of employees. The District has, however, developed alternative procedures, which mitigate this condition to some extent.
Type of Finding	Significant Deficiency
Criteria	Ideally, staffing levels should allow for all areas of accounting responsibility (authorization or approval, custody of assets, recording transactions and reconciliations) to be performed independent of each other.
Condition	Due to limited staffing, complete segregation is not possible within the District
Cause of Condition	Finance staff is competent, capable and performs daily and monthly functions very well. Due to the size of the District, adding finance staff is not a feasible option, so the finding is created.
Questioned Cost	None
Potential Effect of Condition	There is a greater opportunity for misstatements in financial records, whether from fraud or error, to occur.
Prevalence	Systemic
Recommendation	We do not recommend any changes in staffing, but the Board of Directors should be aware of this deficiency and remain involved in mitigating controls that have been put into place.

AGENDA MEMORANDUM

TO: Arch Cape Domestic Water Supply District Board
FROM: Collin Stelzig, District Administrator
DATE: January 15, 2026
SUBJ: Work Truck Replacement – Funding Considerations

BACKGROUND

The Water District currently owns and operates a Ram 1500 work truck that is used for Water operations and shared operational needs with the Sanitary District. Staff has indicated that the existing truck is nearing the end of its useful life and should be replaced to maintain reliable operations, emergency response capability, and the ability to safely transport generators and equipment.

Both Boards have previously acknowledged the need for a replacement work truck, and this need is already reflected in the FY 2026–2027 Long-Range Financial Plan (LRFP). The purpose of this discussion is to consider the scope, timing, and funding approach for the replacement.

PROJECTED COST AND VEHICLE NEEDS

For planning purposes, staff recommends assuming a total project cost of approximately \$85,000, which would include the vehicle purchase and basic setup for utility operations.

Operational needs suggest a $\frac{3}{4}$ -ton truck to ensure sufficient payload and towing capacity for generators and equipment. Staff will prioritize reliability and safety and will evaluate:

- A new $\frac{3}{4}$ -ton extended-cab truck; and
- Quality used equipment, or potentially a $\frac{1}{2}$ -ton truck, if staff can demonstrate that operational requirements can be met.

FUNDING CONSIDERATIONS

The LRFP anticipated approximately \$37,500 from each district toward truck replacement. While the Sanitary District may be able to contribute its share in cash, the Water District's current cash position and upcoming capital obligations will make it impractical to fund its share entirely with cash at this time.

Staff has reviewed typical funding approaches used by Oregon special districts for vehicle and equipment purchases. Local banks routinely provide short-term, tax-exempt vehicle or equipment loans to public utilities, and staff anticipates that one or more local institutions should be able to accommodate this type of financing.

ESTIMATED FINANCING TERMS (PLANNING-LEVEL ONLY)

Based on web searches, staff anticipates the following approximate ranges for short-term vehicle financing:

- Loan Amount (Water share): approximately \$40,000–\$45,000
- Term: 3 to 5 years
- Estimated Interest Rate: approximately 4.0% to 5.5%

Approximate Cost Impacts (Water District Share)

Term	Estimated Monthly Cost	Estimated Annual Cost
3 years	\$1,200 – \$1,350	\$14,500 – \$16,200
5 years	\$750 – \$900	\$9,000 – \$10,800

These figures are planning estimates only and are intended to illustrate order-of-magnitude impacts. Actual terms would be brought back to the Board for review prior to any commitment.

COORDINATION WITH THE SANITARY DISTRICT

As an alternative to external financing, the Board may wish to consider whether to ask the Sanitary District if it would be open to providing a short-term inter-district loan to the Water District for its share of the truck cost. Either approach would allow the Water District to preserve operating reserves while moving forward with a needed equipment replacement.

NEXT STEPS

No action is requested at this time. Staff is seeking Board direction on:

- Vehicle size and procurement approach (new vs. used);
- Preferred funding strategy for the Water District’s share; and
- Whether staff should approach the Sanitary District regarding potential loan options.

AGENDA MEMORANDUM

TO: Arch Cape Domestic Water Supply District Board
FROM: Collin Stelzig, District Administrator
DATE: January 15, 2026
SUBJ: Approval of Amendment No. 1 to Consulting Forester Services Contract
(Morgans Resource Management, LLC)

BACKGROUND

In February 2024, the District entered into a Consulting Forester Services Contract with Morgans Resource Management, LLC to provide forestry management, road oversight, and construction management services related to the Arch Cape Forest. This work supports federally funded forest road decommissioning and maintenance projects, including projects funded through ARPA.

The contract scope includes ongoing site observations, regulatory coordination, contractor oversight, and preparation of follow-up work recommendations. The contract was reviewed and approved by Business Oregon for ARPA eligibility, and funding remains available under the existing contract.

ISSUE

The original contract term expired on December 31, 2025. While the scope of work and funding eligibility remain valid, an extension of the contract term is needed to ensure continued work is clearly authorized and fully compliant with District contracting requirements and ARPA reimbursement rules.

PROPOSED AMENDMENT

Amendment No. 1 would:

- Extends the contract term through December 31, 2026
- Not modify the scope of work
- Not change billing rates
- Not increase the original not-to-exceed amount

The amendment is administrative in nature and is intended to allow continuation of previously approved and eligible services.

FISCAL IMPACT

There is no additional fiscal impact associated with this amendment. All costs remain subject to the existing not-to-exceed amount and available ARPA funding.

ATTACHMENTS

1. Amendment No. 1 to Consulting Forester Services Contract
2. Original Executed Consulting Forester Services Contract (February 7, 2024)

PROPOSED MOTION

Move 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.

PROPOSED AMENDMENT NO. 1

TO CONSULTING FORESTER SERVICES CONTRACT

This Amendment No. 1 (“Amendment”) is entered into by and between the **Arch Cape Domestic Water Supply District**, an Oregon special district (“District”), and **Morgans Resource Management, LLC** (“Contractor”).

RECITALS

- A. The District and Contractor entered into a Consulting Forester Services Contract dated **February 7, 2024** (“Contract”).
- B. The Contract includes services related to forest management, road oversight, and ARPA-funded project support.
- C. The District desires to extend the term of the Contract to allow for continued services consistent with the original scope of work.
- D. No expansion of scope, change in rates, or increase in the not-to-exceed amount is intended by this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Term Extension

Section 1(C) of the Contract is hereby amended to read as follows:

“All work shall be completed no later than **December 31, 2026.**”

2. Scope of Work

The scope of work described in **Attachment 1 – Consulting Forester Scope of Work** remains unchanged and in full force and effect.

3. Compensation

The compensation provisions of Section 2 of the Contract remain unchanged. This Amendment does **not** increase the original not-to-exceed amount.

4. ARPA Compliance

All work performed under this Amendment shall continue to comply with applicable **ARPA funding requirements**, including invoicing, documentation, and eligibility provisions contained in the original Contract.

5. No Other Changes

Except as expressly modified by this Amendment, all other terms and conditions of the Contract remain unchanged and in full force and effect.

6. Effective Date


This Amendment shall be effective **January 1, 2026**, subject to approval by the District's Board of Directors.

SIGNATURES

ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

MORGANS RESOURCE MANAGEMENT

By: 
Name: Mark R. Morgans
Title: Owner
Date: 1-8-2026

ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT CONTRACT FOR CONSULTING FORESTER SERVICES

This Contract made and entered into this 6th day of February, 2024 by and between the Arch Cape Domestic Water Supply District, an Oregon Special District hereinafter called "DISTRICT", and Morgans Resource Management hereinafter called "CONTRACTOR", duly authorized to perform such services in Oregon.

WHEREAS, the DISTRICT requires services which CONTRACTOR can provide, under the 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 consulting forestry and road contract management services as outlined in the Attachment A, for the DISTRICT.
- 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 December 31, 2025

2. COMPENSATION

- A. The DISTRICT agrees to pay CONTRACTOR a total not to exceed \$ 79,000 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 30 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 authorized representative will be Bill Campbell, President Board of Director or his designated representative.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be Mark Morgans

6. DISTRICT'S OBLIGATIONS

DISTRICT shall furnish CONTRACTOR access to all relevant maps, aerial photographs, reports and site information in DISTRICT'S possession concerning the project area and act as liaison for CONTRACTOR, assisting 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 Board President 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 this Contract if CONTRACTOR breaches any term herein and fails to cure such breach within 10 days after receiving notice thereof. 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 provided the party shall within ten (10) days from such event 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 of any term of this Contract or to exercise any right hereunder shall not be construed as a waiver or relinquishment 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 or interpret this contract, the prevailing party shall be entitled to an award of reasonable attorney's fees at trial or on appeal.

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

Should there be any conflict between this instrument and any proposal of CONTRACTOR, this instrument shall control.

15. INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless the DISTRICT, its Officers, agents and employees against all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for injury, bodily or otherwise to, or death, damage to or destruction of property belonging to DISTRICT, CONTRACTOR, or others arising out of CONTRACTOR'S negligent errors, or omissions in services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, that if any liability results from the concurrent negligence of CONTRACTOR and DISTRICT indemnification 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: \$1,000,000 Commercial General Liability, \$1,000,000 Automobile Liability, \$1,000,000 Professional Liability for Consulting Forestry Services 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. A copy of an insurance certificate in form satisfactory to DISTRICT certifying the issuance of such insurance shall be furnished 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 coverages without thirty (30) days written notice from CONTRACTOR or its insurers 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. Prevailing Wage. Contractor shall comply and require that any subcontractors comply with ORS 279C.838 or ORS 279C.840 or 40 USC3141 , *et seq*, if the contract is subject to state or federal prevailing wage laws.

18. 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.

19. 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.

20. PAYMENT OF MEDICAL CARE

CONTRACTOR shall promptly, as due, make payment to any person, 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.

21. 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).

22. USE OF DRAWINGS AND OTHER DOCUMENTS

DISTRICT may retain all drawings and other documents prepared by CONTRACTOR for the project after payment to CONTRACTOR.

23. STANDARD OF CARE

The standard of care applicable to CONTRACTOR's services will be the degree of skill and diligence normally employed by those 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.

24. 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.

25. 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 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.

26. 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.

27. 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

28. CONTRACTOR MUST BE REGISTERED IN SAM.GOV

CONTRACTOR shall register in the System for Award Management (SAM), which is the primary registrant database for the U.S. Federal Government and shall update the information at least annually after the initial registration and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register in the SAM can be obtained at Sam.gov

29. WHISTLEBLOWER

CONTRACTOR receiving ARPA funds 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).

30. 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.

31. 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).

32. 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.

33. 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.

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

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients 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.

35. PREFERENCE FOR UNITED STATES MADE GOODS

As appropriate and to the extent consistent with law, the 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.

36. 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.

37. TERMINATION FOR CAUSE AND FOR CONVENIENCE

Either Party may terminate this Agreement, effective upon written 60-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.

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

Contractors that apply or bid for an award exceeding \$100,000 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 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).

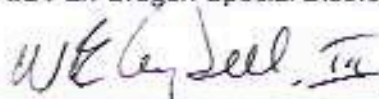
41. BREACH OF CONTRACT TERMS

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, the DISTRICT shall have all remedies available to it both in equity and/or at law.

The parties hereto have executed this agreement the day and year first written above.

ARCH CAPE DOMESTIC WATER SUPPLY
DISTRICT an Oregon Special District

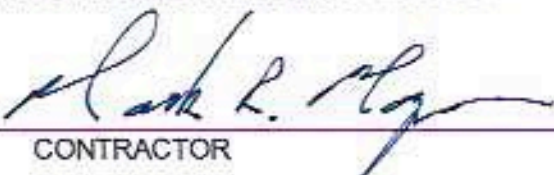
BY:



W.E. Campbell III, Board Chair

MORGANS RESOURCE MANAGEMENT

BY:



CONTRACTOR

DATE: February 7, 2024

DATE: February 7, 2024

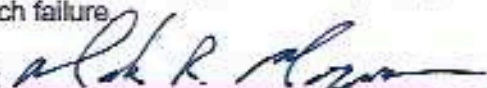
Certification Regarding Lobbying

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:

Owner

Date:

February 7, 2024

ATTACHMENT 1 – ACDWSD CONSULTING FORESTER SCOPE OF WORK

PROJECT LOCATION

The project area is located behind locked gates on the Hug Point Mainline and associated spur roads. The project area is located SE of Cannon Beach, OR, directly to the east of the community of Arch Cape. The subject property is a 1453-acre forest, which is owned to protect the Arch Cape Domestic Water Supply District Drinking Water Source Area. The property is managed for the primary objective of protecting source water quality and quantity.

PROJECT DESCRIPTION

The Arch Cape Domestic Water Supply District (the District) is seeking the services of a consulting forester to provide management and oversight of the Arch Cape Forest. The period of this contract (2024-2026) is focused on completing a series of federally funded road decommissioning and maintenance projects, as well as general management and property oversight.

The District has identified 5 priority road maintenance / major decommissioning projects, as well as an additional 5.6 miles of road decommissioning (pages 118 – 135 of [Ecological Roads Assessment](#)). The consultant will work with the outgoing forester to take over management of these projects. The consultant will have primary responsibility for overseeing and managing project work once successfully contracted. The consultant will also have primary responsibility for notifications with the Oregon Department of Forestry and Oregon Department of Fish and Wildlife (notification are to be submitted by the outgoing forester) The work is planned for the summer 2024 and 2025 in-water work period but will begin as early as March 2024, and may extend into 2026.

The forester will also serve two additional roles – supporting the planning efforts of the District board, supporting the district staff as they take on property management responsibilities. In addition, the consultant will work with the Arch Cape Forest Management Committee, Arch Cape Water District Board of Directors, and District Staff, to provide documentation, updates, and other deliverables required for funders and project partners. The consultant will not have responsibility for basic property management capacities such as key checkout / logs, fire response / coordination, or recreational access management.

CONTRACTOR REQUIREMENTS

Primary consultant tasks will include:

1. Work with staff, contractors and other partners to protect source water during all project stages
2. Advise and provide consulting services to the District Board and District Manager on areas requiring forestry topic area expertise. This may include but is not limited to:
 - Development of forest management policies and procedures
 - Planning and supervision of forestry projects within the Arch Cape Forest. These tasks may include stand exams, reforestation, stocking surveys, pre-commercial thinning, and recommendations for additional stewardship activities. Analyze effect of stand

- conditions on tree growth rates, forest health, and overall impact of forest stand dynamics on source water protection.
- Support Property Manager or designated representative, as requested, in hiring, monitoring and firing contractors for all stewardship related work including tree planting, vegetation control, pre-commercial thinning, and road maintenance.
 - If/as requested, planning and implementation of projects for conservation of wildlife habitats and soil and water quality.
 - Monitor roads and culverts and recommend maintenance if/as required.
 - Questions and issue that arise related to the management or stewardship of the forestland and road system.
 - Compliance visits from regulatory and / or funding agencies, and coordination with Oregon Department of Forestry and other agencies on necessary permits or notifications.
 - Annual budgeting process for a one-year budget, one-year operations plan and updates to the long-range plan.
 - Upon mutually agreement, undertake specific projects related to the stewardship of the forest and road system.
3. Support District Staff in property management tasks. These tasks could include, but are not limited to:
 - Recommend / respond to questions from District Staff about forest closure.
 - Creation and / or update of short- and long-term plans for operations / management of forest lands and forest resources including adherence to applicable regulations. Monitor and advise on adherence to these plans. Make recommendations if/as appropriate.
 4. Monitor contractors for compliance with project design, scope of work, and contract requirements.
 5. Serve as the Arch Cape Domestic Water Supply District point person for all contractors and sub-contractors working on road projects and decommissioning.
 6. Serve as the District point person for regulatory compliance, including ODF and ODFW. This includes responsibility for NOAPs and PDMs.
 7. Provide written sign-off on projects as they are completed to specification.

Consultant must be prepared to work independently and provide all necessary tools, equipment, vehicle, and other materials necessary to complete the above scope of work. In addition, contractor may not have a financial interest or other conflict of interest that could affect the hiring or management of project contractors.

RATES

COMPENSATION:

Compensation will be determined based on time and expenses in accordance with the following schedule of charges.

- Certified Forester \$145/hour

- Forestry Consultant. \$125/hour
- Other services as negotiated.

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Time spent on travel when is in the interest of this contract, will be charged in accordance with the foregoing schedule. Rates apply from office to office in Cannon Beach, OR.

REIMBURSEMENTS:

- Mileage: \$0.75/mile
- Supplies & Expense: Actual receipts + 15%
- Business travel Actual receipts + 15%

Rates are subject to change upon notification.

OTHER CONDITIONS

EXPIRATION DATE: December 31, 2025

INSURANCE: \$1,000,000 Commercial General Liability, \$1,000,000 Automobile Liability, \$1,000,000 Professional Liability for Consulting Forestry Services and \$1,000,000 excess or umbrella policy

OTHER REQUIREMENTS: Active SAMS registration.

PAYMENT: Contractor to send invoices by email to archcapebilling@gmail.com

Invoice must identify the project – “Consulting Forester Services” along with the amount of time for each of specific task(s) and whether or not the tasks are eligible for ARPA funding, Hollis funding or other grant funding.

Arch Cape Domestic Water Supply District to provide payment on 30-day terms with monthly or bi-monthly invoicing.