

OAK LODGE WATER SERVICES DISTRICT

BOARD OF DIRECTORS

REGULAR MEETING



June 21, 2022

“Enhancing Our Community’s Water Environment”



BOARD OF DIRECTORS

REGULAR MEETING

June 21, 2022 at 6:00 p.m.

1. Call to Order and Hybrid Meeting Facilitation Protocols
2. Call for Public Comment
Members of the public are welcome to testify for a maximum of three minutes on agenda items.
3. Monthly Update: Oak Lodge Governance Project
4. Public Hearing: FY 2022-23 Schedule of Rates, Fees, and Other Charges
5. Consent Agenda
 - a. April 2022 Financial Report
 - b. Approval of May 17, 2022 Board Meeting Minutes
 - c. Approval of June 1, 2022 Board Meeting Minutes
 - d. Approval of Amendment with Cushman and Wakefield for Brokerage Services
6. Consideration of Revised Water Supply Intergovernmental Agreement with Clackamas River Water
7. Consideration of Resolution No. 2022-04 Adopting the Fiscal Year 2023 Schedule of Rates, Fees, and Other Charges
8. Consideration of Resolution No. 2022-05 for the Transfer of Oak Lodge Water Services District Assets and Liabilities to the Oak Lodge Water Services Authority
9. Consideration of Agreement for Aldercrest Water Main Project
10. Business from the Board
11. Department Reports
 - a. General Manager
 - b. Human Resources
 - c. Finance
 - d. Technical Services
 - e. Field Operations
 - f. Plant Operations

12. Call for Public Comment

Members of the public are welcome to testify for a maximum of three minutes on agenda items.

13. Recess to Executive Session

Convene Executive Session under ORS 192.660(2)(i) to review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

14. Adjourn Executive Session

If necessary, the Board may take action on items discussed in Executive Session.

15. Adjourn Regular Meeting



AGENDA ITEM

Title	Call for Public Comment
Item No.	2
Date	June 21, 2022

Summary

The Board of Directors welcomes comment from members of the public.

Written comments may not be read out loud or addressed during the meeting, but all public comments will be entered into the record.

The Board of Directors may elect to limit the total time available for public comment or for any single speaker depending on meeting length.



AGENDA ITEM

Title	Monthly Update: Oak Lodge Governance Project
Item No.	3
Date	June 21, 2022

Summary

The Board of Directors has extended an invitation to the Oak Lodge Governance Project for a monthly update to assure the availability of current and accurate information to the District's customers.



AGENDA ITEM

Title	Public Hearing: FY 2022-23 Schedule of Rates, Fees, and Other Charges
Item No.	4
Date	June 21, 2021

Summary

Members of the public are invited to comment or provide testimony related to the Schedule of Rates, Fees, and Other Charges for FY 2022-23.

Written comments may not be read out loud or addressed during the meeting, but all public comments will be entered into the record.

The Board of Directors may elect to limit the total time available for public comment or for any single speaker depending on meeting length.



CONSENT AGENDA

To Board of Directors
From Sarah Jo Chaplen, General Manager
Title Consent Agenda
Item No. 5
Date June 21, 2022

Summary

The Board of Directors has a standing item on the regular monthly meeting agenda called "Consent Agenda." This subset of the regular agenda provides for the Board to relegate routine business functions not requiring discussion to a consent agenda where all included items can be acted upon by a single act.

The Consent Agenda includes:

- a. **April 2022 Financial Report**
- b. **Approval of May 17, 2022 Regular Board Meeting Minutes**
- c. **Approval of June 1, 2022 Special Board Meeting Minutes**
- d. **Approval of Amendment with Cushman and Wakefield for Brokerage Services**

Options for Consideration

1. Approve the Consent Agenda as listed on the meeting agenda.
2. Request one or more items listed on the Consent Agenda be pulled from the Consent Agenda for discussion.

Recommendation

Staff requests that the Board approve the items listed under the Consent Agenda.

Suggested Board Motion

"I move to approve the Consent Agenda."

Approved By _____	Date _____
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MONTHLY FINANCIAL REPORT

To	Board of Directors
From	Gail Stevens, Finance Director
Title	April 2022 Financial Reports
Item No.	5a
Date	June 8, 2022, for June 21, 2022 Meeting

Reports

- April 2022 Monthly Overview (Including Cash and Investment Balances)
- April 2022 Budget to Actual Report
- April 2022 Budget Account Roll Up Report

**Oak Lodge Water Services
Monthly Overview
April 2022**

This report summarizes the revenues and expenditures for April 2022. Also incorporated in this report are account balances, including all cash and investment activity as well as checks and withdrawals.

Cash and Investments

Account Balances As of:		
April 30, 2022	Interest Rate	Balance
Account		
Wells Fargo Bank Checking-3552	0.25%	\$ 2,047,198
LGIP	0.65%	\$ 14,431,048
Total		\$ 16,478,246

The District’s checks, electronic withdrawals, and bank drafts total \$1.0 million for April 2022.

Below is a table identifying the District’s three principal sources of service charges in each fund with a comparison between annual budget estimates and year-to-date service charge fees.

<u>GL Account</u>	<u>Service Charge</u>	<u>Budget Estimate</u>	<u>Period Amount</u>	<u>Year-to-Date Amount</u>	<u>Percentage of Budget</u>
10-00-4211	Water sales	4,120,000	300,406	3,483,558	84.55%
20-00-4212	Wastewater charges	8,459,000	766,801	7,074,147	83.63%
30-00-4213	Watershed protection	1,566,000	134,777	1,321,112	84.36%
	Subtotal	\$ 14,145,000	\$ 1,201,984	\$ 11,878,818	83.98%

The percentage of budget is calculated by dividing the ending balance by the budget.

With respect to revenues, the percentage of budget is affected by seasonal variations. The expectation is that the District would recognize a greater percentage of revenue in the first half of the fiscal year than in the second half.

With respect to expenditures, at the end of April expenditures are overall 52.3% of budget. When excluding Contingencies, expenditures are 69.7% of budget, with 83.3% of the fiscal year completed.

Review of expenditure lines that are above 88% of budget:

1. **6180 Dues & Subscriptions** is at 93.2% of budget. This account is on trend to be on budget because most of the expense occurs in the first half of the fiscal year.

Low Income Rate Relief Program Overview

The District allows eligible customers to obtain a discounted rate on a portion of their bill. The District budgets resources to fund the revenue losses due to the program at the rate of 0.5% of budgeted service charge revenue. The budgeted amount serves as a cap to the program's cost which can only be exceeded with approval from the District's Board of Directors.

Below is a table identifying the number of accounts in the program and an estimated monthly discount and year-to-date value based on a single-family residential account with a standard 5/8" Water Meter and 6 CCF of water consumption per month.

Total Number of Accounts	Discount	Cap per Policy	Estimated Monthly Discount	Estimated Year-to-Date Discount	Estimated Percentage of Budget
126	Low Income Rate Relief	\$ 70,725	\$ (5,023)	\$ 48,745	68.92%

General Ledger
Budget to Actual



User: Gail
Printed: 6/8/2022 8:26:58 PM
Period 10 - 10
Fiscal Year 2022

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
05	Administrative Services					
	NonDivisional					
	<i>Beginning Fund Balance</i>					
05-00-3500	Fund balance	978,000.00	0.00	1,374,958.16	0.00	140.59
	<i>Beginning Fund Balance</i>	<i>978,000.00</i>	<i>0.00</i>	<i>1,374,958.16</i>	<i>0.00</i>	<i>140.59</i>
	NonDivisional	978,000.00	0.00	1,374,958.16	0.00	140.59
	Fund Balance	978,000.00	0.00	1,374,958.16	0.00	140.59
	NonDivisional					
	<i>Revenue</i>					
05-00-4230	Contracted Services Revenue	57,400.00	4,000.00	45,400.00	0.00	79.09
05-00-4610	Investment revenue	3,000.00	702.52	4,786.41	0.00	159.55
05-00-4630	Miscellaneous revenues	1,000.00	1,475.00	25,418.41	0.00	2,541.84
	<i>Revenue</i>	<i>61,400.00</i>	<i>6,177.52</i>	<i>75,604.82</i>	<i>0.00</i>	<i>123.13</i>
	NonDivisional	61,400.00	6,177.52	75,604.82	0.00	123.13
	Transfers & Contingencies					
	<i>Revenue</i>					
05-29-4910	Transfer in from Fund 10	1,500,000.00	125,000.00	1,250,000.00	0.00	83.33
05-29-4920	Transfer in from Fund 20	1,899,000.00	158,250.00	1,582,500.00	0.00	83.33
05-29-4930	Transfer in from Fund 30	1,008,000.00	84,000.00	840,000.00	0.00	83.33
	<i>Revenue</i>	<i>4,407,000.00</i>	<i>367,250.00</i>	<i>3,672,500.00</i>	<i>0.00</i>	<i>83.33</i>
	Transfers & Contingencies	4,407,000.00	367,250.00	3,672,500.00	0.00	83.33
	Revenue	4,468,400.00	373,427.52	3,748,104.82	0.00	83.88
	AdminFinance					
	<i>Personnel Services</i>					
05-01-5110	Regular employees	657,000.00	46,747.62	435,064.96	0.00	66.22
05-01-5130	Overtime	5,000.00	438.25	2,334.88	0.00	46.70
05-01-5210	Healthdental insurance	127,000.00	7,596.66	72,802.78	0.00	57.33
05-01-5230	Social security	51,000.00	3,523.63	30,022.18	0.00	58.87
05-01-5240	Retirement	128,000.00	7,987.01	79,693.61	0.00	62.26
05-01-5250	TrimetWBF	6,000.00	375.62	3,420.97	0.00	57.02
05-01-5260	Unemployment	5,000.00	0.00	0.00	0.00	0.00
05-01-5270	Workers compensation	1,000.00	0.00	349.55	0.00	34.96
05-01-5290	Other employee benefits	2,000.00	0.00	263.70	0.00	13.19
	<i>Personnel Services</i>	<i>982,000.00</i>	<i>66,668.79</i>	<i>623,952.63</i>	<i>0.00</i>	<i>63.54</i>
	<i>Materials & Services</i>					
05-01-6110	Legal services	375,000.00	39,162.63	177,892.47	0.00	47.44
05-01-6120	Accounting and audit services	50,000.00	0.00	31,290.00	0.00	62.58
05-01-6155	Contracted Services	188,000.00	12,610.66	216,264.83	7,800.00	115.03
05-01-6180	Dues and subscriptions	42,000.00	1,870.00	39,375.89	0.00	93.75
05-01-6220	Electricity	14,000.00	1,076.23	11,849.51	0.00	84.64
05-01-6240	Natural gas	4,000.00	289.77	2,682.28	0.00	67.06
05-01-6290	Other utilities	10,000.00	-410.94	3,417.36	0.00	34.17
05-01-6310	Janitorial services	15,000.00	1,342.90	12,361.06	0.00	82.41

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
05-01-6320	Buildings and grounds maint	20,000.00	1,764.35	9,596.43	5,275.00	47.98
05-01-6410	Mileage	1,000.00	0.00	0.00	0.00	0.00
05-01-6420	Staff training	12,000.00	0.00	7,651.50	0.00	63.76
05-01-6510	Office supplies	32,000.00	2,935.67	24,038.72	0.00	75.12
05-01-6730	Communications	2,000.00	0.00	1,174.50	0.00	58.73
05-01-6740	Advertising	1,000.00	0.00	0.00	0.00	0.00
05-01-6760	Equipment rental	5,000.00	0.00	2,929.89	0.00	58.60
05-01-6770	Bank charges	140,000.00	11,146.52	119,485.21	0.00	85.35
05-01-6780	Taxes, Fees, Permits	1,500.00	0.00	1,075.66	0.00	71.71
05-01-6785	ECAP Payments	76,000.00	7,472.88	35,643.38	0.00	46.90
05-01-6900	Miscellaneous expense	1,000.00	0.00	539.90	0.00	53.99
	<i>Materials & Services</i>	<i>989,500.00</i>	<i>79,260.67</i>	<i>697,268.59</i>	<i>13,075.00</i>	<i>70.47</i>
	AdminFinance	1,971,500.00	145,929.46	1,321,221.22	13,075.00	67.02
	Human Resources					
	<i>Personnel Services</i>					
05-02-5110	Regular employees	188,000.00	14,729.42	146,334.77	0.00	77.84
05-02-5130	Overtime	5,000.00	1,182.15	2,200.67	0.00	44.01
05-02-5210	Healthdental insurance	27,000.00	1,827.52	16,991.85	0.00	62.93
05-02-5230	Social security	15,000.00	1,194.83	11,144.41	0.00	74.30
05-02-5240	Retirement	34,000.00	2,851.35	26,942.08	0.00	79.24
05-02-5250	TrimetWBF	2,000.00	127.45	1,180.56	0.00	59.03
05-02-5270	Workers compensation	1,000.00	0.00	106.92	0.00	10.69
05-02-5290	Other employee benefits	1,000.00	0.00	0.00	0.00	0.00
	<i>Personnel Services</i>	<i>273,000.00</i>	<i>21,912.72</i>	<i>204,901.26</i>	<i>0.00</i>	<i>75.06</i>
	<i>Materials & Services</i>					
05-02-6155	Contracted Services	16,000.00	210.60	3,251.50	0.00	20.32
05-02-6175	Records Management	8,000.00	1,258.65	4,887.63	0.00	61.10
05-02-6180	Dues and subscriptions	0.00	-419.55	0.00	0.00	0.00
05-02-6230	Telephone	57,000.00	4,567.01	46,621.75	0.00	81.79
05-02-6410	Mileage	1,000.00	0.00	0.00	0.00	0.00
05-02-6420	Staff training	12,000.00	434.38	12,736.11	0.00	106.13
05-02-6440	Board Expense	7,000.00	0.00	617.25	3,068.00	8.82
05-02-6510	Office supplies	1,000.00	0.00	979.17	0.00	97.92
05-02-6540	Safety Supplies	2,000.00	55.75	2,896.58	0.00	144.83
05-02-6560	Uniforms	36,000.00	1,983.29	25,405.30	0.00	70.57
05-02-6610	Board Compensation	2,500.00	0.00	0.00	0.00	0.00
05-02-6720	Insurance-General	270,000.00	21,141.51	204,485.12	0.00	75.74
05-02-6730	Communications	4,000.00	148.12	1,811.36	0.00	45.28
05-02-6740	Advertising	5,500.00	0.00	5,217.46	0.00	94.86
05-02-6900	Miscellaneous expense	1,000.00	0.00	0.00	0.00	0.00
	<i>Materials & Services</i>	<i>423,000.00</i>	<i>29,379.76</i>	<i>308,909.23</i>	<i>3,068.00</i>	<i>73.03</i>
	Human Resources	696,000.00	51,292.48	513,810.49	3,068.00	73.82
	Technical Services					
	<i>Personnel Services</i>					
05-03-5110	Regular employees	622,000.00	38,075.54	510,358.05	0.00	82.05
05-03-5130	Overtime	5,000.00	781.11	2,493.52	0.00	49.87
05-03-5210	Healthdental Insurance	93,000.00	6,098.92	61,892.27	0.00	66.55
05-03-5230	Social security	49,000.00	2,924.57	37,224.74	0.00	75.97
05-03-5240	Retirement	119,000.00	7,602.99	99,318.47	0.00	83.46
05-03-5250	TrimetWBF	5,000.00	312.69	4,085.40	0.00	81.71
05-03-5270	Workers compensation	1,000.00	0.00	330.93	0.00	33.09
05-03-5290	Other employee benefits	2,000.00	0.00	0.00	0.00	0.00
	<i>Personnel Services</i>	<i>896,000.00</i>	<i>55,795.82</i>	<i>715,703.38</i>	<i>0.00</i>	<i>79.88</i>
	<i>Materials & Services</i>					
05-03-6155	Contracted Services	165,500.00	51,126.21	125,353.87	60,460.43	75.74
05-03-6180	Dues and subscriptions	0.00	0.00	0.00	0.00	0.00
05-03-6350	Computer maintenance	318,000.00	49,786.70	271,870.03	28,888.00	85.49
05-03-6410	Mileage	3,000.00	0.00	44.46	0.00	1.48
05-03-6420	Staff training	15,000.00	1,653.07	7,764.97	0.00	51.77
05-03-6430	Certifications	500.00	0.00	100.00	0.00	20.00

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
05-03-6510	Office supplies	0.00	0.00	2,695.93	0.00	0.00
05-03-6530	Small tools and equipment	6,000.00	0.00	2,453.00	0.00	40.88
05-03-6540	Safety supplies	2,500.00	95.99	1,362.67	0.00	54.51
05-03-6730	Communications	119,000.00	13,103.97	47,071.19	39,926.05	39.56
05-03-6900	Miscellaneous expense	1,000.00	0.00	0.00	0.00	0.00
	<i>Materials & Services</i>	<i>630,500.00</i>	<i>115,765.94</i>	<i>458,716.12</i>	<i>129,274.48</i>	<i>72.75</i>
	Technical Services	1,526,500.00	171,561.76	1,174,419.50	129,274.48	76.94
	Vehicle Services					
	<i>Materials & Services</i>					
05-04-6330	Vehicleequipment maintenance	70,000.00	3,608.81	50,543.85	11,856.94	72.21
05-04-6520	Fuels and Oils	51,000.00	3,889.45	27,897.75	0.00	54.70
	<i>Materials & Services</i>	<i>121,000.00</i>	<i>7,498.26</i>	<i>78,441.60</i>	<i>11,856.94</i>	<i>64.83</i>
	<i>Capital Outlay</i>					
05-04-7540	Vehicles	0.00	0.00	35,050.41	0.00	0.00
	<i>Capital Outlay</i>	<i>0.00</i>	<i>0.00</i>	<i>35,050.41</i>	<i>0.00</i>	<i>0.00</i>
	Vehicle Services	121,000.00	7,498.26	113,492.01	11,856.94	93.80
	Special Payments					
	<i>Special Payments</i>					
05-25-6990	Special Payments - PERS	550,000.00	0.00	0.00	0.00	0.00
	<i>Special Payments</i>	<i>550,000.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
	Special Payments	550,000.00	0.00	0.00	0.00	0.00
	Transfers & Contingencies					
	<i>Transfers & Contingencies</i>					
05-29-9000	Contingency	581,400.00	0.00	0.00	0.00	0.00
	<i>Transfers & Contingencies</i>	<i>581,400.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
	Transfers & Contingencies	581,400.00	0.00	0.00	0.00	0.00
05	Expense	5,446,400.00	376,281.96	3,122,943.22	157,274.42	57.34
	Administrative Services	0.00	-2,854.44	2,000,119.76	-157,274.42	0.00
10	Drinking Water					
	NonDivisional					
	<i>Beginning Fund Balance</i>					
10-00-3500	Fund balance	1,086,000.00	0.00	1,280,920.42	0.00	117.95
	<i>Beginning Fund Balance</i>	<i>1,086,000.00</i>	<i>0.00</i>	<i>1,280,920.42</i>	<i>0.00</i>	<i>117.95</i>
	NonDivisional	1,086,000.00	0.00	1,280,920.42	0.00	117.95
	Fund Balance	1,086,000.00	0.00	1,280,920.42	0.00	117.95
	NonDivisional					
	<i>Revenue</i>					
10-00-4210	Water Sales - CRW	30,000.00	3,297.43	25,105.32	0.00	83.68
10-00-4211	Water sales	4,120,000.00	300,405.68	3,483,557.90	0.00	84.55
10-00-4215	Penalties and late charges	10,000.00	919.85	14,255.42	0.00	142.55
10-00-4220	System development charges	0.00	47,737.00	176,186.00	0.00	0.00
10-00-4240	Service installations	10,000.00	5,372.00	25,698.00	0.00	256.98
10-00-4280	Rents & leases	200,000.00	14,507.30	154,737.24	0.00	77.37
10-00-4290	Other charges for services	10,000.00	1,930.00	16,620.39	0.00	166.20
10-00-4610	Investment revenue	7,000.00	413.83	3,119.81	0.00	44.57
10-00-4630	Miscellaneous revenues	25,000.00	1,484.47	29,327.43	0.00	117.31
	<i>Revenue</i>	<i>4,412,000.00</i>	<i>376,067.56</i>	<i>3,928,607.51</i>	<i>0.00</i>	<i>89.04</i>
	NonDivisional	4,412,000.00	376,067.56	3,928,607.51	0.00	89.04

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
	Revenue	4,412,000.00	376,067.56	3,928,607.51	0.00	89.04
	Drinking Water					
	<i>Personnel Services</i>					
10-20-5110	Regular employees	677,000.00	55,213.82	552,693.18	0.00	81.64
10-20-5130	Overtime	29,000.00	1,614.98	22,759.13	0.00	78.48
10-20-5210	Healthdental insurance	134,000.00	8,747.98	81,897.19	0.00	61.12
10-20-5230	Social Security	53,000.00	4,274.00	43,337.83	0.00	81.77
10-20-5240	Retirement	127,000.00	10,863.39	111,076.45	0.00	87.46
10-20-5250	TrimetWBF	6,000.00	456.25	4,590.08	0.00	76.50
10-20-5270	Workers compensation	19,000.00	0.00	7,091.25	0.00	37.32
10-20-5290	Other employee benefits	5,000.00	0.00	0.00	0.00	0.00
	<i>Personnel Services</i>	<i>1,050,000.00</i>	<i>81,170.42</i>	<i>823,445.11</i>	<i>0.00</i>	<i>78.42</i>
	<i>Materials & Services</i>					
10-20-6155	Contracted Services	66,000.00	4,238.47	34,695.83	30,079.17	52.57
10-20-6220	Electricity	33,500.00	2,506.06	27,708.51	0.00	82.71
10-20-6240	Natural gas	3,000.00	199.83	1,981.31	0.00	66.04
10-20-6290	Other utilities	3,000.00	291.37	2,874.08	0.00	95.80
10-20-6320	Buildings & grounds	40,000.00	1,280.00	34,444.49	1,200.00	86.11
10-20-6340	Distribution system maint	305,000.00	13,534.12	245,437.94	70,411.79	80.47
10-20-6410	Mileage	0.00	0.00	266.04	0.00	0.00
10-20-6420	Staff training	15,000.00	0.00	9,303.10	0.00	62.02
10-20-6430	Certifications	2,000.00	0.00	2,040.00	0.00	102.00
10-20-6530	Small tools & equipment	9,000.00	834.87	6,288.12	0.00	69.87
10-20-6540	Safety supplies	21,000.00	2,290.28	17,468.15	0.00	83.18
10-20-6550	Operational Supplies	7,000.00	1,073.48	6,410.50	923.40	91.58
10-20-6560	Uniforms	0.00	0.00	0.00	0.00	0.00
10-20-6710	Purchased water	1,141,000.00	73,648.44	911,872.50	0.00	79.92
10-20-6715	Water quality program	12,000.00	0.00	6,485.66	2,032.00	54.05
10-20-6760	Equipment Rental	3,000.00	0.00	735.16	0.00	24.51
10-20-6780	Taxes, Fees, Permits	16,000.00	452.46	14,856.34	0.00	92.85
10-20-6900	Miscellaneous expense	1,000.00	0.00	561.07	0.00	56.11
	<i>Materials & Services</i>	<i>1,677,500.00</i>	<i>100,349.38</i>	<i>1,323,428.80</i>	<i>104,646.36</i>	<i>78.89</i>
	Drinking Water	2,727,500.00	181,519.80	2,146,873.91	104,646.36	78.71
	Debt Service					
	<i>Materials & Services</i>					
10-24-6815	Zions Bank loan-principal	183,000.00	0.00	183,000.00	0.00	100.00
10-24-6825	Zions Bank loan-interest	26,000.00	0.00	25,985.40	0.00	99.94
	<i>Materials & Services</i>	<i>209,000.00</i>	<i>0.00</i>	<i>208,985.40</i>	<i>0.00</i>	<i>99.99</i>
	Debt Service	209,000.00	0.00	208,985.40	0.00	99.99
	Transfers & Contingencies					
	<i>Transfers & Contingencies</i>					
10-29-8105	Transfers out to Fund 05	1,500,000.00	125,000.00	1,250,000.00	0.00	83.33
10-29-8171	Transfers out to Fund 71	500,000.00	41,667.00	416,670.00	0.00	83.33
10-29-9000	Contingency	561,500.00	0.00	0.00	0.00	0.00
	<i>Transfers & Contingencies</i>	<i>2,561,500.00</i>	<i>166,667.00</i>	<i>1,666,670.00</i>	<i>0.00</i>	<i>65.07</i>
	Transfers & Contingencies	2,561,500.00	166,667.00	1,666,670.00	0.00	65.07
	Expense	5,498,000.00	348,186.80	4,022,529.31	104,646.36	73.16
10	Drinking Water	0.00	27,880.76	1,186,998.62	-104,646.36	0.00
20	Wastewater Reclam. NonDivisional					
	<i>Beginning Fund Balance</i>					
20-00-3500	Fund balance	834,900.00	0.00	1,011,607.80	0.00	121.17
	<i>Beginning Fund Balance</i>	<i>834,900.00</i>	<i>0.00</i>	<i>1,011,607.80</i>	<i>0.00</i>	<i>121.17</i>
	NonDivisional	834,900.00	0.00	1,011,607.80	0.00	121.17

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
	Fund Balance	834,900.00	0.00	1,011,607.80	0.00	121.17
	NonDivisional					
	<i>Revenue</i>					
20-00-4212	Wastewater charges	8,459,000.00	766,801.49	7,074,147.34	0.00	83.63
20-00-4215	Penalties & late charges	10,000.00	578.26	5,900.06	0.00	59.00
20-00-4220	System development charges	125,000.00	0.00	56,815.00	0.00	45.45
20-00-4290	Other charges for services	20,000.00	3,241.00	11,236.30	0.00	56.18
20-00-4610	Investment revenue	2,000.00	144.41	772.55	0.00	38.63
20-00-4630	Miscellaneous revenues	8,000.00	0.00	1,438.50	0.00	17.98
	<i>Revenue</i>	<i>8,624,000.00</i>	<i>770,765.16</i>	<i>7,150,309.75</i>	<i>0.00</i>	<i>82.91</i>
	NonDivisional	8,624,000.00	770,765.16	7,150,309.75	0.00	82.91
	Transfers & Contingencies					
	<i>Revenue</i>					
20-29-4940	Transfers in from Fund 40	623,800.00	0.00	625,413.52	0.00	100.26
	<i>Revenue</i>	<i>623,800.00</i>	<i>0.00</i>	<i>625,413.52</i>	<i>0.00</i>	<i>100.26</i>
	Transfers & Contingencies	623,800.00	0.00	625,413.52	0.00	100.26
	Revenue	9,247,800.00	770,765.16	7,775,723.27	0.00	84.08
	Wastewater-Plant					
	<i>Personnel Services</i>					
20-21-5110	Regular employees	704,000.00	47,644.90	522,011.36	0.00	74.15
20-21-5130	Overtime	40,000.00	1,246.29	26,771.67	0.00	66.93
20-21-5210	Healthdental insurance	185,000.00	13,151.19	109,310.42	0.00	59.09
20-21-5230	Social security	55,000.00	3,644.30	41,106.14	0.00	74.74
20-21-5240	Retirement	127,000.00	7,670.36	80,401.10	0.00	63.31
20-21-5250	TrimetWBF	6,000.00	390.49	4,353.05	0.00	72.55
20-21-5270	Workers compensation	18,000.00	0.00	7,356.84	0.00	40.87
20-21-5290	Other employee benefits	5,000.00	0.00	0.00	0.00	0.00
	<i>Personnel Services</i>	<i>1,140,000.00</i>	<i>73,747.53</i>	<i>791,310.58</i>	<i>0.00</i>	<i>69.41</i>
	<i>Materials & Services</i>					
20-21-6155	Contracted Services	218,000.00	19,707.22	153,985.02	87,284.42	70.64
20-21-6180	Dues and subscriptions	0.00	0.00	25.98	0.00	0.00
20-21-6220	Electricity	335,000.00	30,705.47	281,278.02	0.00	83.96
20-21-6240	Natural gas	1,000.00	26.13	487.70	0.00	48.77
20-21-6250	Solid waste disposal	57,000.00	9,242.00	45,023.50	14,960.89	78.99
20-21-6290	Other utilities	500.00	39.91	389.92	0.00	77.98
20-21-6310	Janitorial services	10,000.00	990.71	8,408.96	0.00	84.09
20-21-6320	Buildings & grounds	58,000.00	4,382.85	49,774.91	0.00	85.82
20-21-6342	WRF system maintenance	200,000.00	18,118.27	74,758.80	40,507.80	37.38
20-21-6410	Mileage	1,000.00	0.00	0.00	0.00	0.00
20-21-6420	Staff training	9,000.00	0.00	2,077.46	0.00	23.08
20-21-6430	Certifications	2,000.00	0.00	400.00	0.00	20.00
20-21-6525	Chemicals	59,000.00	754.70	43,918.47	14,273.27	74.44
20-21-6530	Small tools & equipment	10,000.00	0.00	4,758.15	0.00	47.58
20-21-6540	Safety supplies	20,000.00	1,747.71	14,219.96	0.00	71.10
20-21-6550	Operational supplies	14,000.00	1,887.69	6,448.53	5,890.96	46.06
20-21-6560	Uniforms	0.00	0.00	0.00	0.00	0.00
20-21-6590	Other supplies	2,000.00	0.00	1,564.91	0.00	78.25
20-21-6740	Advertising	1,000.00	0.00	125.00	0.00	12.50
20-21-6750	Other purchased services	0.00	-3,154.53	0.00	0.00	0.00
20-21-6780	Taxes, Fees, Permits	72,900.00	9,032.85	53,244.88	0.00	73.04
20-21-6900	Miscellaneous expense	1,000.00	0.00	0.00	0.00	0.00
	<i>Materials & Services</i>	<i>1,071,400.00</i>	<i>93,480.98</i>	<i>740,890.17</i>	<i>162,917.34</i>	<i>69.15</i>
	Wastewater-Plant	2,211,400.00	167,228.51	1,532,200.75	162,917.34	69.29
	Wastewater-Collections					
	<i>Personnel Services</i>					
20-22-5110	Regular employees	488,000.00	30,075.69	305,780.33	0.00	62.66

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
20-22-5120	Temporaryseasonal employees	0.00	0.00	4,518.00	0.00	0.00
20-22-5130	Overtime	11,000.00	683.07	6,434.16	0.00	58.49
20-22-5210	Healthdental insurance	109,000.00	7,715.49	72,032.18	0.00	66.08
20-22-5230	Social security	38,000.00	2,347.15	24,173.44	0.00	63.61
20-22-5240	Retirement	63,000.00	5,511.97	56,873.68	0.00	90.28
20-22-5250	TrimetWBF	4,000.00	251.25	2,567.19	0.00	64.18
20-22-5270	Workers compensation	11,000.00	0.00	5,099.63	0.00	46.36
20-22-5290	Other employee benefits	5,000.00	0.00	0.00	0.00	0.00
	<i>Personnel Services</i>	<i>729,000.00</i>	<i>46,584.62</i>	<i>477,478.61</i>	<i>0.00</i>	<i>65.50</i>
	<i>Materials & Services</i>					
20-22-6320	Buildings & grounds	1,000.00	0.00	0.00	0.00	0.00
20-22-6342	Collection system maint.	50,000.00	19,074.00	32,324.87	1,978.00	64.65
20-22-6390	Other repairs & maintenance	5,000.00	0.00	0.00	0.00	0.00
20-22-6410	Mileage	0.00	0.00	107.52	0.00	0.00
20-22-6420	Staff training	8,000.00	0.00	3,873.83	0.00	48.42
20-22-6430	Certifications	2,000.00	0.00	560.00	0.00	28.00
20-22-6530	Small tools & equipment	15,000.00	0.00	6,106.50	485.96	40.71
20-22-6540	Safety supplies	9,000.00	465.74	5,913.38	0.00	65.70
20-22-6550	Operational supplies	5,000.00	665.69	4,079.24	0.00	81.58
20-22-6560	Uniforms	0.00	0.00	0.00	0.00	0.00
20-22-6750	Other purchased services	0.00	-2,188.80	0.00	0.00	0.00
20-22-6780	Taxes, Fees, Permits	14,500.00	3,393.12	16,821.72	0.00	116.01
20-22-6900	Miscellaneous expense	1,000.00	0.00	248.91	0.00	24.89
	<i>Materials & Services</i>	<i>110,500.00</i>	<i>21,409.75</i>	<i>70,035.97</i>	<i>2,463.96</i>	<i>63.38</i>
	Wastewater-Collections	839,500.00	67,994.37	547,514.58	2,463.96	65.22
	Transfers & Contingencies					
	<i>Transfers & Contingencies</i>					
20-29-8105	Transfers out to Fund 05	1,899,000.00	158,250.00	1,582,500.00	0.00	83.33
20-29-8150	Transfers out to Fund 50	3,412,000.00	0.00	1,857,000.00	0.00	54.43
20-29-8172	Transfers out to Fund 72	1,000,000.00	83,333.00	833,330.00	0.00	83.33
20-29-9000	Contingency	720,800.00	0.00	0.00	0.00	0.00
	<i>Transfers & Contingencies</i>	<i>7,031,800.00</i>	<i>241,583.00</i>	<i>4,272,830.00</i>	<i>0.00</i>	<i>60.76</i>
	Transfers & Contingencies	7,031,800.00	241,583.00	4,272,830.00	0.00	60.76
20	Expense	10,082,700.00	476,805.88	6,352,545.33	165,381.30	63.00
	Wastewater Reclam.	0.00	293,959.28	2,434,785.74	-165,381.30	0.00
30	Watershed Protection NonDivisional					
	<i>Beginning Fund Balance</i>					
30-00-3500	Fund balance	659,000.00	0.00	677,232.52	0.00	102.77
	<i>Beginning Fund Balance</i>	<i>659,000.00</i>	<i>0.00</i>	<i>677,232.52</i>	<i>0.00</i>	<i>102.77</i>
	NonDivisional	659,000.00	0.00	677,232.52	0.00	102.77
	Fund Balance	659,000.00	0.00	677,232.52	0.00	102.77
	NonDivisional Revenue					
30-00-4213	Watershed protection fees	1,566,000.00	134,776.95	1,321,112.26	0.00	84.36
30-00-4215	Penalties & late charges	1,000.00	241.56	2,184.07	0.00	218.41
30-00-4290	Other charges for services	25,000.00	1,020.00	16,980.86	0.00	67.92
30-00-4610	Investment revenue	2,000.00	189.99	1,715.55	0.00	85.78
30-00-4630	Miscellaneous revenues	1,000.00	0.00	0.00	0.00	0.00
	<i>Revenue</i>	<i>1,595,000.00</i>	<i>136,228.50</i>	<i>1,341,992.74</i>	<i>0.00</i>	<i>84.14</i>
	NonDivisional	1,595,000.00	136,228.50	1,341,992.74	0.00	84.14
	Revenue	1,595,000.00	136,228.50	1,341,992.74	0.00	84.14

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
Watershed Protection						
<i>Personnel Services</i>						
30-23-5110	Regular employees	92,000.00	7,348.39	74,806.56	0.00	81.31
30-23-5130	Overtime	1,000.00	0.00	5.54	0.00	0.55
30-23-5210	Healthdental insurance	30,000.00	2,626.96	24,528.21	0.00	81.76
30-23-5230	Social Security	8,000.00	540.89	5,520.13	0.00	69.00
30-23-5240	Retirement	17,000.00	1,316.82	13,506.54	0.00	79.45
30-23-5250	TrimetWBF	1,000.00	57.96	585.69	0.00	58.57
30-23-5270	Workers compensation	3,000.00	0.00	961.41	0.00	32.05
30-23-5290	Other employee benefits	1,000.00	0.00	0.00	0.00	0.00
	<i>Personnel Services</i>	<i>153,000.00</i>	<i>11,891.02</i>	<i>119,914.08</i>	<i>0.00</i>	<i>78.38</i>
<i>Materials & Services</i>						
30-23-6155	Contracted Services	134,000.00	3,367.00	71,971.40	54,527.75	53.71
30-23-6340	System maintenance	150,000.00	0.00	261.00	0.00	0.17
30-23-6420	Staff training	3,000.00	0.00	12.00	0.00	0.40
30-23-6530	Small tools & equipment	6,000.00	0.00	1,949.93	4,597.40	32.50
30-23-6540	Safety supplies	1,000.00	0.00	269.00	0.00	26.90
30-23-6780	Taxes, Fees, Permits	4,100.00	0.00	4,061.00	0.00	99.05
30-23-6900	Miscellaneous expense	1,000.00	0.00	0.00	0.00	0.00
	<i>Materials & Services</i>	<i>299,100.00</i>	<i>3,367.00</i>	<i>78,524.33</i>	<i>59,125.15</i>	<i>26.25</i>
Watershed Protection		452,100.00	15,258.02	198,438.41	59,125.15	43.89
Debt Service						
<i>Materials & Services</i>						
30-24-6814	Principal Payment-KS Statebank	57,000.00	0.00	56,229.12	0.00	98.65
30-24-6824	Interest Paid-KS Statebank	7,000.00	0.00	6,328.49	0.00	90.41
	<i>Materials & Services</i>	<i>64,000.00</i>	<i>0.00</i>	<i>62,557.61</i>	<i>0.00</i>	<i>97.75</i>
Debt Service		64,000.00	0.00	62,557.61	0.00	97.75
Transfers & Contingencies						
<i>Transfers & Contingencies</i>						
30-29-8105	Transfers out to Fund 05	1,008,000.00	84,000.00	840,000.00	0.00	83.33
30-29-8173	Transfers out to Fund 73	480,000.00	40,000.00	400,000.00	0.00	83.33
30-29-9000	Contingency	249,900.00	0.00	0.00	0.00	0.00
	<i>Transfers & Contingencies</i>	<i>1,737,900.00</i>	<i>124,000.00</i>	<i>1,240,000.00</i>	<i>0.00</i>	<i>71.35</i>
Transfers & Contingencies		1,737,900.00	124,000.00	1,240,000.00	0.00	71.35
30	Expense	2,254,000.00	139,258.02	1,500,996.02	59,125.15	66.59
	Watershed Protection	0.00	-3,029.52	518,229.24	-59,125.15	0.00
40	WW GO Debt Service					
NonDivisional						
<i>Beginning Fund Balance</i>						
40-00-3500	Fund balance	623,800.00	0.00	623,763.59	0.00	99.99
	<i>Beginning Fund Balance</i>	<i>623,800.00</i>	<i>0.00</i>	<i>623,763.59</i>	<i>0.00</i>	<i>99.99</i>
NonDivisional		623,800.00	0.00	623,763.59	0.00	99.99
	Fund Balance	623,800.00	0.00	623,763.59	0.00	99.99
NonDivisional						
<i>Revenue</i>						
40-00-4610	Investment revenue	0.00	0.00	1,649.93	0.00	0.00
	<i>Revenue</i>	<i>0.00</i>	<i>0.00</i>	<i>1,649.93</i>	<i>0.00</i>	<i>0.00</i>
NonDivisional		0.00	0.00	1,649.93	0.00	0.00
	Revenue	0.00	0.00	1,649.93	0.00	0.00
Transfers & Contingencies						

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
40-29-8120	<i>Transfers & Contingencies</i>					
	Transfers out to Fund 20	623,800.00	0.00	625,413.52	0.00	100.26
	<i>Transfers & Contingencies</i>	623,800.00	0.00	625,413.52	0.00	100.26
	Transfers & Contingencies	623,800.00	0.00	625,413.52	0.00	100.26
40	Expense	623,800.00	0.00	625,413.52	0.00	100.26
	WW GO Debt Service	0.00	0.00	0.00	0.00	0.00
50	WW Revenue Bond Debt Service					
	NonDivisional					
	<i>Beginning Fund Balance</i>					
50-00-3500	Fund balance	587,000.00	0.00	514,742.94	0.00	87.69
	<i>Beginning Fund Balance</i>	587,000.00	0.00	514,742.94	0.00	87.69
	NonDivisional	587,000.00	0.00	514,742.94	0.00	87.69
	Fund Balance	587,000.00	0.00	514,742.94	0.00	87.69
	NonDivisional					
	<i>Revenue</i>					
50-00-4610	Investment revenue	6,000.00	39.35	636.56	0.00	10.61
	<i>Revenue</i>	6,000.00	39.35	636.56	0.00	10.61
	NonDivisional	6,000.00	39.35	636.56	0.00	10.61
	Transfers & Contingencies					
	<i>Revenue</i>					
50-29-4920	Transfer in from Fund 20	3,412,000.00	0.00	1,857,000.00	0.00	54.43
	<i>Revenue</i>	3,412,000.00	0.00	1,857,000.00	0.00	54.43
	Transfers & Contingencies	3,412,000.00	0.00	1,857,000.00	0.00	54.43
	Revenue	3,418,000.00	39.35	1,857,636.56	0.00	54.35
	Debt Service					
	<i>Materials & Services</i>					
50-24-6810	2010 SRF Loan Principal	928,171.00	0.00	928,171.00	0.00	100.00
50-24-6811	2021 IFA Loan Principal	307,409.00	0.00	307,409.20	0.00	100.00
50-24-6813	JPM Bank Loan Principal	1,385,000.00	1,385,000.00	1,385,000.00	0.00	100.00
50-24-6820	2010 SRF Loan Interest	305,740.00	0.00	305,740.00	0.00	100.00
50-24-6822	2021 IFA Loan Interest	144,809.00	0.00	140,801.49	0.00	97.23
50-24-6823	JPM Bank Loan Interest	340,676.00	170,337.50	340,675.00	0.00	100.00
	<i>Materials & Services</i>	3,411,805.00	1,555,337.50	3,407,796.69	0.00	99.88
	Debt Service	3,411,805.00	1,555,337.50	3,407,796.69	0.00	99.88
50	Expense	3,411,805.00	1,555,337.50	3,407,796.69	0.00	99.88
	WW Revenue Bond Debt Service	593,195.00	-1,555,298.15	-1,035,417.19	0.00	-174.55
71	Drinking Water Capital					
	NonDivisional					
	<i>Beginning Fund Balance</i>					
71-00-3500	Fund balance	4,135,000.00	0.00	4,397,478.37	0.00	106.35
	<i>Beginning Fund Balance</i>	4,135,000.00	0.00	4,397,478.37	0.00	106.35
	NonDivisional	4,135,000.00	0.00	4,397,478.37	0.00	106.35
	Fund Balance	4,135,000.00	0.00	4,397,478.37	0.00	106.35
	NonDivisional					
	<i>Revenue</i>					
71-00-4221	System	100,000.00	0.00	0.00	0.00	0.00
	Development-Reimburse					

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
71-00-4225	System	100,000.00	0.00	0.00	0.00	0.00
	Development-Improvement					
71-00-4610	Investment revenue	40,000.00	2,450.01	19,578.61	0.00	48.95
	Revenue	240,000.00	2,450.01	19,578.61	0.00	8.16
	NonDivisional	240,000.00	2,450.01	19,578.61	0.00	8.16
	Transfers & Contingencies					
	Revenue					
71-29-4910	Transfer in from Fund 10	500,000.00	41,667.00	416,670.00	0.00	83.33
	Revenue	500,000.00	41,667.00	416,670.00	0.00	83.33
	Transfers & Contingencies	500,000.00	41,667.00	416,670.00	0.00	83.33
	Revenue	740,000.00	44,117.01	436,248.61	0.00	58.95
	Drinking Water					
	Capital Outlay					
71-20-7200	Infrastructure	1,555,000.00	25,145.72	25,943.96	82,354.49	1.67
71-20-7300	Buildings & improvements	0.00	10,872.00	45,058.00	1,128.00	0.00
71-20-7530	Information Technology	25,000.00	0.00	0.00	0.00	0.00
71-20-7540	Vehicles	35,000.00	34,784.56	72,136.79	7,800.00	206.11
71-20-7600	Capital Improvement Projects	370,000.00	8,162.77	317,240.65	209,010.39	85.74
	Capital Outlay	1,985,000.00	78,965.05	460,379.40	300,292.88	23.19
	Drinking Water	1,985,000.00	78,965.05	460,379.40	300,292.88	23.19
	Transfers & Contingencies					
	Transfers & Contingencies					
71-29-9000	Contingency	2,890,000.00	0.00	0.00	0.00	0.00
	Transfers & Contingencies	2,890,000.00	0.00	0.00	0.00	0.00
	Transfers & Contingencies	2,890,000.00	0.00	0.00	0.00	0.00
71	Expense	4,875,000.00	78,965.05	460,379.40	300,292.88	9.44
	Drinking Water Capital	0.00	-34,848.04	4,373,347.58	-300,292.88	0.00
72	Wastewater Reclamation Capital					
	NonDivisional					
	Beginning Fund Balance					
72-00-3500	Fund balance	4,535,000.00	0.00	4,931,640.17	0.00	108.75
	Beginning Fund Balance	4,535,000.00	0.00	4,931,640.17	0.00	108.75
	NonDivisional	4,535,000.00	0.00	4,931,640.17	0.00	108.75
	Fund Balance	4,535,000.00	0.00	4,931,640.17	0.00	108.75
	NonDivisional					
	Revenue					
72-00-4610	Investment revenue	50,000.00	2,507.42	21,295.41	0.00	42.59
	Revenue	50,000.00	2,507.42	21,295.41	0.00	42.59
	NonDivisional	50,000.00	2,507.42	21,295.41	0.00	42.59
	Transfers & Contingencies					
	Revenue					
72-29-4920	Transfer in from Fund 20	1,000,000.00	83,333.00	833,330.00	0.00	83.33
	Revenue	1,000,000.00	83,333.00	833,330.00	0.00	83.33
	Transfers & Contingencies	1,000,000.00	83,333.00	833,330.00	0.00	83.33

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
	Revenue	1,050,000.00	85,840.42	854,625.41	0.00	81.39
	Wastewater-Plant					
	<i>Capital Outlay</i>					
72-21-7520	Equipment	191,000.00	0.00	126,126.84	9,792.00	66.03
72-21-7530	Information Technology	0.00	6,715.00	6,715.00	4,785.00	0.00
72-21-7600	Capital Improvement Projects	660,000.00	163,814.97	1,030,127.92	865,088.46	156.08
	<i>Capital Outlay</i>	<i>851,000.00</i>	<i>170,529.97</i>	<i>1,162,969.76</i>	<i>879,665.46</i>	<i>136.66</i>
	Wastewater-Plant	851,000.00	170,529.97	1,162,969.76	879,665.46	136.66
	Wastewater-Collections					
	<i>Capital Outlay</i>					
72-22-7200	Infrastructure	0.00	0.00	4,083.78	4,908.93	0.00
72-22-7520	Equipment	0.00	0.00	19,247.00	0.00	0.00
72-22-7540	Vehicles	35,000.00	0.00	0.00	0.00	0.00
72-22-7600	Capital Improvement Projects	1,624,000.00	8,786.00	197,961.76	286,471.10	12.19
	<i>Capital Outlay</i>	<i>1,659,000.00</i>	<i>8,786.00</i>	<i>221,292.54</i>	<i>291,380.03</i>	<i>13.34</i>
	Wastewater-Collections	1,659,000.00	8,786.00	221,292.54	291,380.03	13.34
	Transfers & Contingencies					
	<i>Transfers & Contingencies</i>					
72-29-9000	Contingency	3,075,000.00	0.00	0.00	0.00	0.00
	<i>Transfers & Contingencies</i>	<i>3,075,000.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
	Transfers & Contingencies	3,075,000.00	0.00	0.00	0.00	0.00
72	Expense	5,585,000.00	179,315.97	1,384,262.30	1,171,045.49	24.79
	Wastewater Reclamation Capital	0.00	-93,475.55	4,402,003.28	-1,171,045.49	0.00
73	Watershed Protection Capital NonDivisional					
	<i>Beginning Fund Balance</i>					
73-00-3500	Fund balance	1,687,000.00	0.00	1,684,307.12	0.00	99.84
	<i>Beginning Fund Balance</i>	<i>1,687,000.00</i>	<i>0.00</i>	<i>1,684,307.12</i>	<i>0.00</i>	<i>99.84</i>
	NonDivisional	1,687,000.00	0.00	1,684,307.12	0.00	99.84
	Fund Balance	1,687,000.00	0.00	1,684,307.12	0.00	99.84
	NonDivisional					
	<i>Revenue</i>					
73-00-4610	Investment revenue	15,000.00	1,021.11	7,438.49	0.00	49.59
	<i>Revenue</i>	<i>15,000.00</i>	<i>1,021.11</i>	<i>7,438.49</i>	<i>0.00</i>	<i>49.59</i>
	NonDivisional	15,000.00	1,021.11	7,438.49	0.00	49.59
	Transfers & Contingencies					
	<i>Revenue</i>					
73-29-4930	Transfer in from Fund 30	480,000.00	40,000.00	400,000.00	0.00	83.33
	<i>Revenue</i>	<i>480,000.00</i>	<i>40,000.00</i>	<i>400,000.00</i>	<i>0.00</i>	<i>83.33</i>
	Transfers & Contingencies	480,000.00	40,000.00	400,000.00	0.00	83.33
	Revenue	495,000.00	41,021.11	407,438.49	0.00	82.31
	Watershed Protection					
	<i>Capital Outlay</i>					
73-23-7600	Capital Improvement	300,000.00	22,427.59	22,427.59	34,704.41	7.48

<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amt</u>	<u>End Bal</u>	<u>Encumbered</u>	<u>% of Budget</u>
	Projects					
	Capital Outlay	300,000.00	22,427.59	22,427.59	34,704.41	7.48
	Watershed Protection	300,000.00	22,427.59	22,427.59	34,704.41	7.48
	Transfers & Contingencies					
73-29-9000	Transfers & Contingencies					
	Contingency	1,882,000.00	0.00	0.00	0.00	0.00
	Transfers & Contingencies	1,882,000.00	0.00	0.00	0.00	0.00
	Transfers & Contingencies	1,882,000.00	0.00	0.00	0.00	0.00
73	Expense	2,182,000.00	22,427.59	22,427.59	34,704.41	1.03
	Watershed Protection	0.00	18,593.52	2,069,318.02	-34,704.41	0.00
	Capital					
	Revenue Total	25,426,200.00	1,827,506.63	20,352,027.34	0.00	0.8004
	Expense Total	39,958,705.00	3,176,578.77	20,899,293.38	1,992,470.01	0.523

General Ledger
Account Roll up



User: Gail
Printed: 6/8/2022 8:27:13 PM
Period 10 - 10
Fiscal Year 2022

Sort Level	Description	Budget	Period Amt	End Bal	% ExpendCollect
Revenue	Revenue				
4210	Water Sales - CRW	30,000.00	3,297.43	25,105.32	83.68
4211	Water sales	4,120,000.00	300,405.68	3,483,557.90	84.55
4212	Wastewater Charges	8,459,000.00	766,801.49	7,074,147.34	83.63
4213	Watershed protection fees	1,566,000.00	134,776.95	1,321,112.26	84.36
4215	Penalties & late charges	21,000.00	1,739.67	22,339.55	106.38
4220	System Development Charges	125,000.00	47,737.00	233,001.00	186.40
4221	System Development-Reimburse	100,000.00	0.00	0.00	0.00
4225	System Development-Improvement	100,000.00	0.00	0.00	0.00
4230	Contract services	57,400.00	4,000.00	45,400.00	79.09
4240	Service installations	10,000.00	5,372.00	25,698.00	256.98
4280	Rents & leases	200,000.00	14,507.30	154,737.24	77.37
4290	Other charges for services	55,000.00	6,191.00	44,837.55	81.52
4610	Investment revenue	125,000.00	7,468.64	60,993.32	48.79
4630	Miscellaneous revenues	35,000.00	2,959.47	56,184.34	160.53
4910	Transfer in from Fund 10	2,000,000.00	166,667.00	1,666,670.00	83.33
4920	Transfer in from Fund 20	6,311,000.00	241,583.00	4,272,830.00	67.70
4930	Transfer in from Fund 30	1,488,000.00	124,000.00	1,240,000.00	83.33
4940	Transfer in from Fund 40	623,800.00	0.00	625,413.52	100.26
Revenue	Revenue	25,426,200.00	1,827,506.63	20,352,027.34	80.04
Expense	Expense				
5110	Regular employees	3,428,000.00	239,835.38	2,547,049.21	74.30
5120	Temporary/Seasonal employees	0.00	0.00	4,518.00	0.00
5130	Overtime	96,000.00	5,945.85	62,999.57	65.62
5210	Employee Ins	705,000.00	47,764.72	439,454.90	62.33
5230	Social Security	269,000.00	18,449.37	192,528.87	71.57
5240	Retirement	615,000.00	43,803.89	467,811.93	76.07
5250	Trimet	30,000.00	1,971.71	20,782.94	69.28
5260	Unemployment	5,000.00	0.00	0.00	0.00
5270	Workers compensation	54,000.00	0.00	21,296.53	39.44
5290	Other employee benefits	21,000.00	0.00	263.70	1.26
6110	Legal services	375,000.00	39,162.63	177,892.47	47.44
6120	Accounting & audit services	50,000.00	0.00	31,290.00	62.58
6155	Contracted Services	787,500.00	91,260.16	605,522.45	76.89
6175	Records Management	8,000.00	1,258.65	4,887.63	61.10
6180	Dues & subscriptions	42,000.00	1,450.45	39,401.87	93.81
6220	Electricity	382,500.00	34,287.76	320,836.04	83.88
6230	Telephone	57,000.00	4,567.01	46,621.75	81.79
6240	Natural gas	8,000.00	515.73	5,151.29	64.39
6250	Solid waste disposal	57,000.00	9,242.00	45,023.50	78.99
6290	Other utilities	13,500.00	-79.66	6,681.36	49.49
6310	Janitorial services	25,000.00	2,333.61	20,770.02	83.08
6320	Buildings & grounds	119,000.00	7,427.20	93,815.83	78.84
6330	Vehicle & equipment maint.	70,000.00	3,608.81	50,543.85	72.21
6340	Distribution system maint	455,000.00	13,534.12	245,698.94	54.00
6342	Collection system maint.	250,000.00	37,192.27	107,083.67	42.83
6350	Computer maintenance	318,000.00	49,786.70	271,870.03	85.49
6390	Other repairs & maintenance	5,000.00	0.00	0.00	0.00
6410	Mileage	6,000.00	0.00	418.02	6.97
6420	Staff training	74,000.00	2,087.45	43,418.97	58.67

Sort Level	Description	Budget	Period Amt	End Bal	% ExpendCollect
6430	Certifications	6,500.00	0.00	3,100.00	47.69
6440	Board travel & training	7,000.00	0.00	617.25	8.82
6510	Office supplies	33,000.00	2,935.67	27,713.82	83.98
6520	Fuel & oils	51,000.00	3,889.45	27,897.75	54.70
6525	Chemicals	59,000.00	754.70	43,918.47	74.44
6530	Small tools & equipment	46,000.00	834.87	21,555.70	46.86
6540	Safety supplies	55,500.00	4,655.47	42,129.74	75.91
6550	Operational Supplies	26,000.00	3,626.86	16,938.27	65.15
6560	Uniforms	36,000.00	1,983.29	25,405.30	70.57
6590	Other supplies	2,000.00	0.00	1,564.91	78.25
6610	Board compensation	2,500.00	0.00	0.00	0.00
6710	Purchased water	1,141,000.00	73,648.44	911,872.50	79.92
6715	Water quality program	12,000.00	0.00	6,485.66	54.05
6720	Insurance	270,000.00	21,141.51	204,485.12	75.74
6730	Communications	125,000.00	13,252.09	50,057.05	40.05
6740	Advertising	7,500.00	0.00	5,342.46	71.23
6750	Other purchased services	0.00	-5,343.33	0.00	0.00
6760	Equipment Rental	8,000.00	0.00	3,665.05	45.81
6770	Bank charges	140,000.00	11,146.52	119,485.21	85.35
6780	Taxes, Fees & Permits	109,000.00	12,878.43	90,059.60	82.62
6785	ECAP Payments	76,000.00	7,472.88	35,643.38	46.90
6810	2010 SRF Loan Principal	928,171.00	0.00	928,171.00	100.00
6811	2010 IFA Loan Principal	307,409.00	0.00	307,409.20	100.00
6813	JPM Bank Loan Principal	1,385,000.00	1,385,000.00	1,385,000.00	100.00
6814	Principal Payment-KS Statebank	57,000.00	0.00	56,229.12	98.65
6815	Zions Bank loan-principal	183,000.00	0.00	183,000.00	100.00
6820	2010 SRF Loan Interest	305,740.00	0.00	305,740.00	100.00
6822	2010 IFA Loan Interest	144,809.00	0.00	140,801.49	97.23
6823	JPM Bank Loan Interest	340,676.00	170,337.50	340,675.00	100.00
6824	Interest Paid-KS Statebank	7,000.00	0.00	6,328.49	90.41
6825	Zions Bank loan-interest	26,000.00	0.00	25,985.40	99.94
6900	Miscellaneous expense	7,000.00	0.00	1,349.88	19.28
6990	Special Payments	550,000.00	0.00	0.00	0.00
7200	Infrastructure	1,555,000.00	25,145.72	30,027.74	1.93
7300	Buildings & Improvements	0.00	10,872.00	45,058.00	0.00
7520	Equipment	191,000.00	0.00	145,373.84	76.11
7530	Information Technology	25,000.00	6,715.00	6,715.00	26.86
7540	Vehicles	70,000.00	34,784.56	107,187.20	153.12
7600	Capital Improvement Projects	2,954,000.00	203,191.33	1,567,757.92	53.07
8105	Transfers out to Fund 05	4,407,000.00	367,250.00	3,672,500.00	83.33
8120	Transfers out to Fund 20	623,800.00	0.00	625,413.52	100.26
8150	Transfers out to Fund 50	3,412,000.00	0.00	1,857,000.00	54.43
8171	Transfers out to Fund 71	500,000.00	41,667.00	416,670.00	83.33
8172	Transfers out to Fund 72	1,000,000.00	83,333.00	833,330.00	83.33
8173	Transfers out to Fund 73	480,000.00	40,000.00	400,000.00	83.33
9000	Contingency	9,960,600.00	0.00	0.00	0.00
Expense	Expense	39,958,705.00	3,176,578.77	20,899,293.38	52.30
Revenue Total		25,426,200.00	1,827,506.63	20,352,027.34	0.8004
Expense Total		39,958,705.00	3,176,578.77	20,899,293.38	0.523
Grand Total		-14,532,505.00	-1,349,072.14	-547,266.04	0.0377



AGENDA ITEM

To	Board of Directors
From	Laural Casey, District Recorder
Title	Approval of Meeting Minutes
Item No.	5b & 5c
Date	June 21, 2022

Summary of Minutes for Approval

The Board of Directors reviews and approves the minutes of the Body's prior public meetings.

Attachments

1. May 17, 2022 Regular Board Meeting Minutes
2. June 1, 2022 Special Board Meeting Minutes



**BOARD OF DIRECTORS
[REMOTE] REGULAR MEETING MINUTES – 6:00 P.M.
MAY 17, 2022**

Board of Directors – Members Present via Zoom:

Susan Keil	President
Ginny Van Loo	Secretary/Vice President
Paul Gornick	Treasurer
Kevin Williams	Director
Heidi Bullock	Director

Oak Lodge Water Services Staff – Present via Zoom:

Sarah Jo Chaplen	General Manager
Aleah Binkowski-Burk	Human Resources/Payroll Manager
Gail Stevens	Finance Director
Brad Albert	District Engineer
David Hawkins	Interim Plant Operations Superintendent
Brad Lyon	Water Field Operations Supervisor
Laural Casey	District Recorder

Consultants & Organizational Representatives – Present via Zoom:

Tommy Brooks	Cable Huston
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1. Call to Order & Meeting Facilitation Protocols

President Keil called the meeting to order at 6:01 p.m.

General Manager Chaplen welcomed everyone and asked District Recorder Casey to facilitate a roll call. District Recorder Casey facilitated the roll call of Board members, staff, and consultants.

General Manager Chaplen also introduced guests attending in an official capacity:

- Chris Hawes, Chair of the Sunrise Water Authority Board of Commissioners, and
- Sherry French, President of the Clackamas River Water Board of Commissioners.

General Manager Chaplen overviewed the general protocols of a virtual meeting.

2. Call for Public Comment

There was one written public comment submitted. There were eleven members of the public in attendance.

Dave Seifert referenced the letter sent to the Board regarding recognizing Juneteenth as a paid District

holiday.

Lara Christensen read the letter for the record and stated the Employee Union was not present to negotiate.

Ross Kiely outlined the other local employers voluntarily recognizing Juneteenth as a holiday. He promised to work with the Board on creating a more diverse workforce.

Paul Witzig thanked the Board for consideration and stated he looked forward to working together.

3. Monthly Update: Oak Lodge Governance Project

There were no Oak Lodge Governance Project representatives present.

4. Public Hearing: FY 2022-23 Approved Budget

Director Bullock arrived at 6:20 p.m.

President Keil opened the hearing for public testimony.

President Keil asked District Recorder Casey if any written comments had been submitted. District Recorder Casey stated there were none.

President Keil asked District Recorder Casey if there were any members of the public in attendance. District Recorder Casey confirmed that there were four.

No testimony was provided.

Hearing no testimony, President Keil closed the public hearing.

5. Consent Agenda

Items on the Consent Agenda included:

- The March 2022 Financial Report,
- The April 19, 2022 regular meeting minutes, and
- An agreement amendment with Convergence Networks for IT Services.

President Keil asked clarifying questions regarding fiscal year 2022 Budget underspending and requested end of year spending projections at the next regular Board meeting.

Treasurer Gornick moved to approve the Consent Agenda. Director Williams seconded.

The Board discussed the agreement amendment with Convergence Networks.

Director Williams moved to amend the motion approving the Consent Agenda and the agreement with

Convergence Networks. He moved to include an option to extend the agreement term for an additional second year if Convergence Networks would provide services at the same per head cost. Secretary/Vice President Van Loo seconded.

President Keil asked District Recorder Casey to conduct a roll call vote on the motion amending the agreement with Convergence Networks. Voting Aye: President Keil; Secretary/Vice President Van Loo; Treasurer Gornick; Directors Williams and Bullock.

MOTION CARRIED

President Keil asked District Recorder Casey to conduct a roll call vote to approve the Consent Agenda. Voting Aye: President Keil; Secretary/Vice President Van Loo; Treasurer Gornick; Directors Williams and Bullock.

MOTION CARRIED

6. Consideration of Resolution No. 2022-02 Authorizing a Budget Transfer in the Adopted Fiscal Year 2021-22 Budget

Finance Director Stevens overviewed the proposed transfers within the fiscal year 2021-22 budget.

The Board asked clarifying questions.

Treasurer Gornick moved to adopt Resolution No. 2022-02 amending fiscal year 2021-22 Budget. Director Bullock seconded. President Keil asked District Recorder Casey to conduct a roll call vote. Voting Aye: President Keil; Secretary/Vice President Van Loo; Treasurer Gornick; Directors Williams and Bullock.

MOTION CARRIED

7. Consideration of Resolution No. 2022-03 Adopting the FY 2022-23 Budget

Finance Director Stevens summarized the fiscal year 2022-23 Approved Budget.

There were questions regarding the motion language. District legal counsel Brooks stated the Resolution should be modified to include the total budgeted amount and that the motion could remain the same.

The Board asked other clarifying questions.

Director Williams moved to adopt Resolution 2022-03 adopting the fiscal year 2022-2023 budget of \$40,396,775 and making appropriations in the amount of \$34,845,361. Treasurer Gornick seconded. President Keil asked District Recorder Casey to conduct a roll call vote. Voting Aye: President Keil; Secretary/Vice President Van Loo; Treasurer Gornick; Directors Williams and Bullock.

MOTION CARRIED

8. Business from the Board

President Keil asked Director Bullock to attend the Oak Grove Community Council as the Board's official liaison. President Keil will remain an alternate for the assignment.

Director Williams will continue serving as the Board's liaison on the Regional Water Provider Consortium's Executive Council.

There was Board discussion regarding a prioritized capital ranking plan and a five-year financial forecast. President Keil nominated Treasurer Gornick and Director Williams to work with staff to bring a recommendation to the Board for adoption in 90 days.

President Keil asked for quarterly reports from the General Manager on current Board projects.

President Keil asked for an update on a return to in-person meetings. Human Resources Manager Binkowski-Burk clarified that new State law required public bodies to meet remotely or in hybrid meetings. She stated preparations for hybrid meetings were being facilitated by Staff and the technology would be in place by the July Board meeting. President Keil stated she would like to have an in-person option for the June meeting. General Manager Chaplen confirmed that Staff will meet and confirm an implementation date with the Board.

9. Department Reports

The Management Team provided department highlights including:

- A new intergovernmental agreement with Clackamas River Water that will be reviewed by the Board in June,
- Participation in a Stranded Worker Agreement Work Session with other regional government agencies,
- District involvement in the Oak Grove Farmers Market and Trolley Trail Festival,
- An update on the Emergency Customer Assistance Program,
- Progress in auditing non-revenue water, and
- The Water Reclamation Facility's new DEQ permit.

10. Call for Public Comment

There were no comments.

11. Adjourn Meeting

President Keil adjourned the meeting at 8:10 p.m.

Respectfully submitted,

Susan Keil
President, Board of Directors

Ginny Van Loo
Secretary/Vice President, Board of Directors

Date: _____

Date: _____



BOARD OF DIRECTORS
[REMOTE] SPECIAL MEETING MINUTES – 1:00 P.M.
JUNE 1, 2022

Board of Directors – Members Present via Zoom:

Susan Keil	President
Ginny Van Loo	Secretary/Vice President
Paul Gornick	Treasurer
Kevin Williams	Director
Heidi Bullock	Director

Oak Lodge Water Services Staff – Present via Zoom:

Sarah Jo Chaplen	General Manager
Laural Casey	District Recorder

1. Call to Order & Meeting Facilitation Protocols

President Keil called the meeting to order at 1:01 p.m.

General Manager Chaplen overviewed the general protocols of a hybrid meeting.

2. Call for Public Comment

There were no members of the public in attendance.

3. Recess to Executive Session

President Keil recessed to executive session at 1:02 p.m. under ORS 192.660(2)(i) to review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

The Board of Directors conducted a work session to speak with General Manager Chaplen regarding her performance review for the period of December 31, 2020 to December 31, 2021.

4. Adjourn Executive Session

President Keil adjourned the Executive Session at 3:37 p.m.

No decisions were made as a result of the Executive Session.

5. Adjourn Meeting

President Keil adjourned the meeting at 3:37 p.m.

Respectfully submitted,

Susan Keil
President, Board of Directors

Ginny Van Loo
Secretary/Vice President, Board of Directors

Date: _____

Date: _____



STAFF REPORT

To Board of Directors
From Sarah Jo Chaplen, General Manager
Title Approval of Amendment with Cushman and Wakefield for Brokerage Services
Item No. 5d
Date June 21, 2022

Summary

District staff requests an extension of the District's current contract with Cushman & Wakefield of Oregon, Inc., providing real estate brokerage services, and a revision to the fee structure under the contract.

Background

The District entered into a contract with Cushman & Wakefield of Oregon, Inc. in December of 2018, to provide real estate brokerage services when required. The current contract expires June 30, 2022.

As part of future infrastructure work by the District, it may be necessary for the District to purchase and/or exchange parts of a property in order to enable District infrastructure to remain or be built. Extending the Commercial Real Estate Broker contract with Cushman & Wakefield of Oregon, Inc. would enable a full range of commercial real estate services to continue to be available to Oak Lodge as needed.

Any potential property decision will go to the Board for ultimate decision-making direction and will be discussed as part of the infrastructure project.

Under the terms of the agreement, and consistent with the District's public contracting rules, the parties may amend the agreement to extend the contract term for an additional two years. District staff is requesting the Board's approval of a contract extension through June 30, 2024.

Cushman & Wakefield has agreed to a revision to the compensation terms. The current agreement is a commission-based fee structure for the disposition and acquisition of property. The fee structure does not differentiate between commercial or residential sales or acquisitions, and is set at the following ranges, which would be paid by individual transaction:

2. **Sale Disposition or Acquisition.** The proposed commission-based fee structure to C&W for disposition and acquisition of property will be:

- Portion of sales price < \$8M = 5.0%; plus
- Portion of sales price between \$8M and \$30M = 2.0%; plus
- Portion of sale price >\$30M = 1.0%

As proposed in the amendment, the fee structure would continue to be a commission-based fee structure that would be paid by individual transaction, with a differentiation between commercial and residential sales and acquisitions and set at the following ranges:

(i) Commercial / Mixed-Use Fee Schedule

Transaction Sale	Fee
\$0 - \$5,000,000	5.0%
\$5,000,001 - \$10,000,000	4.0%
\$10,000,001 - \$15,000,000	3.0%
\$15,000,001 - \$20,000,000	2.0%
\$20,000,001 +	1.0%

(ii) Residential

Single-family home sales commissions are 6.0%.

Past Board Actions

October 1, 2018 Request for Proposal (RFP) for the Commercial Real Estate Broker/ Agent of Record closed.

December 6, 2018 Contract signed with Cushman & Wakefield of Oregon Inc.

Budget

Typically, a Commercial Brokerage firm is not compensated until a sale or purchase is made, and for each real estate transaction a separate agreement would be signed, which spells out the compensation in detail. As part of the District's RFP process in the procurement of a broker, the potential ranges of costs were addressed by the bidders.

Any separate real-estate agreements resulting from the broker services will be reviewed by the Finance Sub-Committee and the General Manager, who will return to the full Board with her recommendations.

Concurrence

Staff have consulted with the District's legal counsel on the proper procurement procedure and have together prepared the contract amendment before the Board.

Recommendation

Staff requests Board approval of the extension of the contract with Cushman & Wakefield as part of its consent agenda.

Alternatives to Recommendation

The Board may remove this item from the consent agenda and approve the contract separately, or as amended after discussion.

Suggested Board Motion

“I move to approve the Amendment to the Brokerage Services Agreement with Cushman & Wakefield of Oregon, Inc., to extend the contract term through June 30, 2024 and revise the compensation terms, and authorize the General Manager to sign the Amendment.”

Attachments

1. Proposed Amendment to Brokerage Services Agreement
2. Current Agreement with Cushman & Wakefield of Oregon, Inc.

**AMENDMENT TO BROKERAGE SERVICES AGREEMENT
WITH OAK LODGE WATER SERVICES DISTRICT**

This Amendment to the Brokerage Services Agreement (the “Amendment”) is entered into by and between the Oak Lodge Water Services District (the “District”), and Cushman & Wakefield of Oregon, Inc. (the “Contractor”).

RECITALS

- A. The District and the Contractor entered into a Brokerage Services Agreement on December 6, 2018, for the Contractor to provide real estate brokerage services to the District (the “Agreement”), which Agreement is currently in effect.
- B. The initial term of the Agreement is set to expire on June 30, 2022, and the Parties now wish to extend the Agreement through June 30, 2024 to continue the services through such date.
- C. The Parties also desire to revise the fee structure in the Agreement.

NOW THEREFORE, the Parties agree as follows:

AMENDMENT

Section 1. Effective Date and Duration. Section 2 of the Agreement is hereby amended to replace the termination date of June 30, 2022 with the new termination date of June 30, 2024.

Section 2. Fees. Section (d)(2) of Exhibit B of the Agreement is deleted in its entirety and is hereby replaced with the following:

(i) Commercial / Mixed-Use Fee Schedule

The proposed commission-based fee structure for disposition and acquisition of property, and fee structure for the development/disposal of property will range (fee schedule is incremental):

Transaction Sale	Fee
\$0 - \$5,000,000	5.0%
\$5,000,001 - \$10,000,000	4.0%
\$10,000,001 - \$15,000,000	3.0%
\$15,000,001 - \$20,000,000	2.0%
\$20,000,001 +	1.0%

(ii) Residential

Single-family home sales commissions are **6.0%**.

Section 3. Effect on Agreement. Except as provided herein, this Amendment does not modify or amend the Agreement or exhibits thereto in any other manner. The terms and conditions of the Agreement and of this Amendment are in full force and effect.

Section 4. Effective Date. This Amendment is effective as of the last signature date of the Parties hereto.

IT IS AGREED:

OAK LODGE WATER SERVICES

By: _____

Title: _____

Date: _____

CUSHMAN & WAKEFIELD OF OREGON, INC.

By: _____

Title: _____

Date: _____



**BROKERAGE SERVICES AGREEMENT
WITH OAK LODGE WATER SERVICES DISTRICT**

THIS AGREEMENT, by and between Oak Lodge Water Services District, a special district formed under the authorization of ORS 264 and ORS 450, hereinafter called "District" and Cushman & Wakefield of Oregon, Inc., hereinafter referred to as the "Contractor" or "C&W."

RECITALS

WHEREAS, the District desires to consider options for either the expansion of the existing building or for the construction or acquisition of a new headquarters building, including the potential sale of Oak Lodge Water District property(s) as part of that project; and

WHEREAS, the District issued a Request for Proposals ("RFP") to obtain real estate brokerage services, Contractor responded to the RFP, and District chose Contractor as the successful proposer based on that response;

WHEREAS, the accomplishment of the work and services described in this Agreement is necessary and essential to the achievement of District's real estate needs; and

WHEREAS, the District desires to engage the Contractor to render professional commercial real estate broker services for the on-going work described in this Agreement, and the Contractor is willing and qualified to perform such services;

THEREFORE, in consideration of the promises and covenants contained herein, the parties hereby agree as follows:

1. Contractor's Scope of Services

- A. The Contractor shall perform professional commercial real estate broker services relevant to the Project in accordance with the terms and conditions set forth herein, and as provided in Exhibit "A", which is attached hereto and by this reference made a part of this Agreement ("Scope of Services"). It is expressly acknowledged that this Agreement is Contractor's real estate brokerage and transaction services only, as set forth in the Scope of Services, and Contractor's other service lines not listed in the Scope of Services, including without limitation, assets services, project management, and appraisal, are not a part of the Scope of Services. District acknowledges that it will obtain legal, tax or other professional advice relating to this Agreement and the proposed acquisition or disposition of Property, as well as the condition and/or legality of any such Property, including, but not limited to, the property's improvements, equipment, soil, tenancies, title, environmental aspects and compliance with

the Americans with Disabilities Act and nothing herein shall be construed as requiring Contractor to render such services.

- B. District hereby appoints C&W as District's sole real estate broker, agent and real estate services provider and grants to C&W the exclusive right to represent District throughout Oregon with respect to transactions for the acquisition or disposition of real estate arising from or related to the Scope of Services. Each time District wishes C&W to perform any acquisition or disposition of real estate, District and C&W will, prior to the commencement of any work by C&W, mutually execute a Request for Services in form and substance attached hereto as Schedule "1" and incorporated herein by reference (a "Request for Services"). The Request for Services will contain a description of the relevant transaction management services to be performed; the term of the assignment; the compensation due C&W for the Services; the timing of payment; and the party responsible for compensating C&W. District agrees to recognize and document C&W as its exclusive real estate broker, agent and real estate services provider and to support C&W's request for payment from any such third party. The Request for Services shall, in each case, become part of this Agreement and shall be subject to all the terms and conditions herein.

2. Effective Date and Duration

This agreement shall become effective upon the date of execution by the District and shall expire, unless otherwise terminated or extended, on June 30, 2022, whichever comes first. By mutual written agreement of the parties, this Agreement may be extended for an additional period or periods not to exceed two years beyond the initial term. All work under this Agreement shall be completed prior to the expiration of this Agreement.

3. Contractor's Fee and Payment

A. Fee and Payment

District shall pay Contractor for services performed under this Agreement in accordance with the rates set forth in Exhibit B

B. Payment for Special Services

Only when directed in writing by the District and signed by both parties as an addendum to this Agreement, shall the Contractor furnish or acquire for the District additional professional services based on rates to be mutually agreed to by the parties..

C. Cost Records

The Contractor shall furnish cost records for all billings pertaining to other than lump sum fees to substantiate all charges. For such purposes, the books of account of the Contractor shall be subject to audit by the District. The Contractor shall complete work and cost records for all billings in accordance with generally accepted accounting principles.

D. Contract Identification

The Contractor shall furnish to the District its employer identification number, as designated by the Internal Revenue Service, or social security number, as the District deems applicable.

E. Payment – General

- 1) Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 2) Contractor shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one week except for individuals under the contract who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime.
- 3) Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Contractor or all sums which Contractor agrees to pay for such services and all moneys and sums which 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.
- 4) The District certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.
- 5) Contractor shall make payments promptly, as due, to all persons supplying services or materials for work covered under this contract. Contractor shall not permit any lien or claim to be filed or prosecuted against the District on any account of any service or materials furnished.
- 6) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor, materials, or services furnished to Contractor by any person as such claim becomes due, District may pay such claim and charge the amount of the payment against funds due or to become due to the Contractor. The payment of the claim in this manner shall not relieve Contractor or its surety from obligation with respect to any unpaid claims.

4. Ownership of Plans and Documents: Records

- A. The District shall have unlimited authority to use the materials received from the Contractor in any way the District deems necessary. Any use, re-use or alteration of any materials other than as contemplated by the applicable Scope of Services shall be at the District's sole risk, unless written permission has been received from Contractor prior to any such use.
- B. The District shall make copies, for the use of and without cost to the Contractor, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Contractor pursuant to this Agreement, and also make

available any other maps, records, or other materials available to the District from any other public agency or body.

- C. The Contractor shall furnish to the District, copies of all maps, records, field notes, and tests which were developed in the course of work for the District and for which compensation has been received by the Contractor at no additional expense to the District except as provided elsewhere in this Agreement.

5. **Assignment/Delegation**

Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. Contractor shall not subcontract any services under this Agreement without District's written consent. If District agrees to assignment of tasks to a subcontract, Contractor shall be fully responsible for the negligent acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by District of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and District.

6. **Commercial Real Estate Broker/ Agent of Record is Independent Contractor**

- A. The District's General Manager, or designee, shall be responsible for determining whether Contractor's work product is satisfactory and consistent with this agreement, but Contractor is not subject to the direction and control of the District. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 3 of this Agreement.
- B. Contractor is an independent contractor and not an employee of District. Contractor acknowledges Contractor's status as an independent contractor and acknowledges that Contractor is not an employee of the District for purposes of workers compensation law, public employee benefits law, or any other law. All persons retained by Contractor to provide services under this contract are employees or agents of Contractor and not of District. Contractor acknowledges that it is not entitled to benefits of any kind to which a District employee is entitled and that it shall be solely responsible for workers compensation coverage for its employees and all other payments and taxes required by law. 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 agreement, to the full extent of any benefits or other remuneration Contractor receives (from District or third party) as a result of said finding and to the full extent of any payments that District is required to make (to Contractor or to 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 Agreement, except as specifically declared in writing.

- D. If this payment is to be charged against Federal funds, Contractor certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his/her normal charge for the type of service provided.
- E. Contractor's employees providing the services required by this Agreement are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
- F. Contractor certifies that it currently has an appropriate business license or will obtain one prior to delivering services under this Agreement.
- G. Contractor is not an officer, employee, or agent of the District as those terms are used in ORS 30.265.

7. Indemnity

- A. The District has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Agreement. Contractor represents to the District that the work under this contract will be performed in accordance with the highest professional standards of skill and care exercised by members of the Contractor's profession under similar conditions and circumstances as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by the District shall not operate as a waiver or release.
- B. Contractor shall fully defend, indemnify, and hold harmless Oak Lodge Water Services District, its employees, board members, volunteers and agents from any and all claims, lawsuits, demands, causes of action, liability, loss, damage, equitable relief, personal injury and/ or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state or local governmental body or agency, to the extent arising out of, the negligence, or willful misconduct on the part of the Contractor, its employees, board members, volunteers and agents. To the extent allowed by law, the District shall fully defend, indemnify, and hold harmless Contractor, its employees, board members, volunteers and agents from any and all claims, lawsuits, demands, causes of action, liability, loss, damage, equitable relief, personal injury and/ or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state or local governmental body or agency, to the extent arising out of, the negligence, or willful misconduct on the part of the District, its employees, board members, volunteers and agents. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgements, awards, decrees, attorney's fees, and related costs

of expenses, and any reimbursements to the indemnified party for any and all legal fees, expenses, and costs incurred by it.

8. Insurance

Contractor shall maintain insurance acceptable to District in full force and effect throughout the term of this contract. Such insurance shall cover risks arising directly out of Contractor's activities or work hereunder. Such general liability insurance shall include provisions that such insurance is primary insurance with respect to the interests of District and that any other insurance maintained by District is excess and not contributory insurance with the insurance required hereunder as to Contractor's express obligations under the indemnity provision of this agreement.

The policy or policies of insurance maintained by the Contractor shall provide the following limits and coverages:

A. Commercial General Liability Insurance

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form in the amount of 1,000,000 per occurrence and in the aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this. Such insurance shall be primary and non-contributory as to Contractor's express obligations under the indemnity provision of this agreement.

B. Commercial Automobile Insurance

Contractor shall also obtain, at Contractor's expense, and keep in effect during the term of the contract Commercial Automobile Liability coverage on an "occurrence" form including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall be \$2,000,000.

C. Workers' Compensation Insurance the Contractor and all employers providing work, labor or materials under this Contract who are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers.

Out of State Contractors must provide workers' compensation coverage for their workers that complies with ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of \$500,000 each accident.

- a. Professional Liability Insurance in the amount of \$1,000,000 per occurrence and in the aggregate.

D. Additional Insured Provision

The Commercial General Liability Insurance Policy and Automobile Policy shall include the District its officers, directors, and employees as additional insureds with respect to any liabilities that occur in connection with this contract.

E. Notice of Cancellation or Non-Renewal

Contractor is responsible to provide the District at least 30 days written notice prior to any cancellation, material change, or intent to non-renew insurance coverage. Any failure to comply with this provision will not affect the insurance coverage provided to the District.

F. Insurance Carrier Rating

Coverage provided by the Contractor must be underwritten by a reputable insurance company or Pool.

G. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to the District. No contract shall be affected until the required certificates have been received and approved by the District. A renewal certificate will be sent to the address below prior to coverage expiration.

Certificates of Insurance should include Insurance certificate pertaining to contract for (Description of Work). The District, its officers, directors and employees shall be included as additional insureds with respects to this contract. Contractor's general liability insurance coverage is primary as to Contractor's express obligations under the indemnity provision of this agreement shall be included in the description portion of certificate.

H. Primary Coverage Clarification

The parties agree that Contractor's general liability coverage shall be primary to the extent permitted by law as to Contractor's express obligations under the indemnity provision of this agreement. The parties further agree that other insurance maintained by the District is excess and not contributory insurance in any for any reason regarding the insurance required in this section.

I. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in general liability.

A certificate in form satisfactory to District certifying to the issuance of such insurance shall be forwarded to:

Oak Lodge Water Services District
Attn: General Manager
14611 SE River Road
Oak Grove, Oregon 97267

Such certificates must be delivered prior to commencement of the work.

9. Termination

At any time and with or without cause, District shall have the right, in its sole discretion, to terminate this Agreement by giving notice to Contractor. If District terminates the contract pursuant to this paragraph, it shall pay Contractor for services rendered to the date of termination as set forth in this Agreement. Within fifteen (15) days after the expiration or earlier termination of this Agreement or an individual brokerage assignment, as the case may be, Contractor shall deliver to District a list of any and all prospects or locations, as the case may be, submitted to District during the Term for the applicable assignment(s) Contractor was working on pursuant to this Agreement. If District consummates a transaction with a prospect or at a location appearing on said list within one hundred and twenty (120) days after the expiration or termination of this Agreement or an individual brokerage assignment, as the case may be, Contractor shall be entitled to receive the compensation provided for hereunder; provided, however, District agrees that such twenty (120) days period will be extended for so long as negotiations are continuing. Any payment of a commission, fee or other compensation due Contractor with respect to any transaction consummated prior to the expiration or termination of this Agreement shall survive the expiration or termination of the Agreement, and commissions shall be due and payable in accordance with this Agreement.

10. Breach and Remedy

Upon breach of this Agreement, the parties shall have all rights and remedies provided by law or under this Agreement.

11. Non-Waiver

The failure of either party to insist upon or enforce strict performance by the other party of any of the terms of this Agreement or to exercise any rights hereunder, should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, email or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

District	Contractor:
Attn: General Manager	Attn: Jason de Vries
14496 SE River Road Oak Grove, Oregon 97267	200 SW Market St., Suite 200 Portland, OR 97201-5730
Phone: (503) 353-4200	Phone: 503.279.1732

Fax: (503) 653-1973

Fax: 503.274.6512

Email Address: sarahjo@olwsd.org

Email Address: Jason.DeVries@cushwake.com

With a copy to:

Cushman & Wakefield U.S., Inc.
900 Wilshire Blvd., Suite 900
Los Angeles, CA 90017
Attn: Legal Department

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

13. Merger

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

14. Force Majeure

Neither District nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

15. Non-Discrimination

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, as amended, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

16. Errors

Contractor shall perform such additional work as may be necessary to correct negligent errors in the work required under this Agreement without undue delays and without additional cost.

17. Extra (Changes) Work

Only General Manager may authorize extra (and/or change) work. Failure of Contractor to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

18. Governing Law

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

19. Compliance With Applicable Law

Contractor shall comply with all applicable federal, state, local laws and ordinances, including but not limited to ORS 279B.020, 279B.220, 279B.225, 279B.230, and 279B.235, which are incorporated herein. If Contractor is a foreign contractor as defined in ORS 279A.120, Contractor shall comply with that section and the District must satisfy itself that the requirements of ORS 279A.120 have been complied with by Contractor before District issues final payment under this agreement. Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of District in connection with this Agreement in violation of ORS chapter 244. By executing this Agreement, Contractor certifies it is in compliance with all tax laws of the State of Oregon and will remain in compliance during the term of this Agreement.

20. Conflict Between Terms

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

21. Access to Records

District shall have access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

22. Audit

Contractor shall maintain records to help assure conformance with the terms and conditions of this Agreement, and to help assure adequate performance and accurate expenditures within the contract period. Contractor agrees to permit District, the State

of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to help assure the accurate expenditure of funds.

23. Severability

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

24. Complete Agreement

This Agreement and attached exhibit(s) constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Engineer, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions. The District acknowledges that it has read and received the statutory Agency Disclosure Pamphlet setting forth the different Agency Relationships available as required to be provided pursuant to Oregon Revised Statutes Chapter 696.

IN WITNESS WHEREOF, District has caused this Agreement to be executed by its duly authorized undersigned officer and Contractor has executed this Agreement on the date hereinabove first written.

OAK LODGE WATER SERVICES DISTRICT

CUSHMAN & WAKEFIELD OF OREGON, INC.



Signature

Sarah Jo A. Chaplan, General manager

Print Name & Title

11/19/18

Date



Signature

Jason de Vries, Managing Principal

Print Name & Title

12/6/18

Date

SCHEDULE "1"

REQUEST FOR SERVICES

Incorporates the Terms and Conditions of the Real Estate Services Agreement between Oak Lodge Water Services District ("District") and Cushman & Wakefield of Oregon, Inc. ("C&W"), as may be amended (the "Agreement")

SERVICES

Description of Services Requested: _____

Additional Requirements: _____

Listing Price/Rate
(if applicable): _____

Term of Assignment: _____
Commencement Date: _____
Expiration Date: _____

Compensation due C&W: _____

Timing of Payment: _____

Party Responsible for
Paying Compensation: _____

CORPORATE APPROVAL

Oak Lodge Water Services

Cushman & Wakefield of Oregon, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT "A"

SCOPE OF SERVICES

OAK LODGE REAL ESTATE STRATEGY SCOPING OUTLINE

Task 1. Visioning and criteria development

Purpose: To develop and reach consensus on the criteria that will be used to methodically evaluate asset and occupancy strategies.

- **Establish protocols and a committee structure:** We will support Oak Lodge in developing an appropriate committee structure to advise the process on an ongoing basis. This step will also include support in defining communications protocols (chain of command), meeting schedules, data storage and sharing tools, media contact protocols, and other standard project management systems.

- **Stakeholder interviews:** Meet with department heads and other Oak Lodge executives as needed to explore the values that should underpin a real estate decision. We will conduct meetings to explore issues such as:
 - Oak Lodge's mission and values
 - Role of the headquarters as it pertains to reinforcing those values
 - Real estate goals and priorities (e.g., financial, resiliency, flexibility)

- **Draft criteria list:** Based on industry best practices, our review of existing Oak Lodge policy, and the stakeholder interviews, we will develop a draft list of real estate criteria. We will organize the criteria into two main categories, although there will be overlap between the two:
 - Asset criteria, which will guide the decision-making process related to disposing of or redeveloping the two properties. Asset criteria may include factors such as:
 - Financial targets
 - Character and image
 - Equity and access
 - Community engagement
 - Occupancy criteria, which will guide the evaluation of space needs for a future headquarters building. Occupancy criteria may include factors such as:
 - Adjacency requirements between departments
 - Relocations vs. staying in place
 - Lease vs. own
 - Geographic Location
 - Growth needs
 - Impact on staff and labor

- **Criteria Discussion:** working with the group to develop, review and prioritize the criteria. We will carry out an exercise to confirm the validity of each criterion and a process to weight the criteria.

Task 2. Understanding the asset

Purpose: Understand the existing conditions and potential values of the two Oak Lodge properties in order to assess if a relocation is financially achievable.

- **Site conditions analysis:** We will evaluate and summarize critical property conditions that will affect potential redevelopment of the site. This will include:
 - Zoning designation
 - Impact of potential nearby construction projects
 - Strengths and weaknesses of the site's physical characteristics such as terrain, access, and visibility
 - Overview of any infrastructure or other constraints on the site

- **Market analysis:** We will conduct a market analysis to identify the highest and best use of the properties. The market analysis will address:
 - Market opportunities for allowed uses
 - Strengths and weaknesses of the site from a physical and locational perspective
 - Summary and impact of potentially competitive projects
 - Characterization of potential alternate uses for the site given the site's assets in the context of market supply and demand conditions

- **Financial Analysis:** The team will develop a pro forma for evaluating the costs and revenues and align cost assumptions. All relevant information will be provided by Oak Lodge, including current operating expenses of the building.

- **Risk Assessment of Each Scenario:** We will carry out a risk assessment of each scenario option in terms of: *staying in place (status quo) and combining operations; moving to a new location; and building a new location*, along with the associated timing and market impacts with potential buyers for each.

Task 3. Occupancy Strategy

Purpose: Understanding the optimal work conditions and space requirements for Oak Lodge employees to assess the financial viability of a potential relocation.

- **Introduce:**
 - Workplace strategy analysis
 - Understand how staff work

- **Mobilize Team & Collect Data:** Conduct a one-day onsite data gathering and Request for Information:
 - Tour existing facility
 - Organizational structure
 - Headcounts
 - Identify and analyze opportunities and constraints

- **Preliminary financial analysis and viability:**
 - Initial Cost Assessment:
 - Buy-versus-lease
 - Status quo (stay at locations)
 - Long-term lease (with purchase option)
 - Timing of options

- **Evaluate scenarios:**
 - Qualitative/quantitative assessment
 - Are there options in the market that may meet critical criteria?
 - Follow up on 'Occupancy' Criteria driven from Step 1 (i.e. Split functions; geographic locations, etc.)
 - Evaluate locational criteria

EXHIBIT "B"

FEES

In consideration of C&W's performance of the Scope of Services, District shall make or cause to be made the payments to or for the benefit of C&W as described below.

(a) Third Party Commissions. With respect to a transaction as to which commissions are customarily paid by a third party pursuant to local custom, C&W shall use commercially reasonable efforts to have the third party pay any commissions due and payable for such brokerage services, and C&W shall be compensated from such third party, provided any such commissions shall be calculated in accordance with the prevailing market commission rates and conditions for the geographic region in which the property is located (a "Market Commission"). District agrees to recognize and document C&W as its exclusive real estate broker, agent and real estate services provider and to support C&W's request for payment from any such third party. In the event said third party refuses to pay C&W Market Commission, then District shall pay a Market Commission to C&W or pay C&W the difference between a Market Commission and the amount the third party pays or agrees to pay. The timing of payment of any such commission shall be in accordance with paragraph (b) immediately below. C&W agrees to promptly notify District when any third party refuses to pay a Market Commission so that District can decide if negotiations are to be pursued at that location.

(b) District Commissions. With respect to a transaction as to which commissions are not customarily paid by a third party (i.e., where local custom dictates otherwise), District shall pay Market Commissions to C&W. Prior to C&W performing any Services, C&W will advise District as to the Market Commission and compensation practices for such location pursuant to a Request for Services. Commissions on lease or sublease transactions (including renewals, extensions and expansions) shall be payable fifty percent (50%) upon on the execution and delivery of the applicable lease, sublease or amendment and fifty percent (50%) upon commencement of the lease or sublease term; commissions on assignment, buyout, cancellation or termination transactions shall be payable in full on execution and delivery of the applicable assignment, buyout, cancellation or termination agreement; and commissions on sales transactions shall be payable in full on the closing of title or escrow or, in the case of an installment sale, upon execution and delivery of the installment sale contract.

(c) Reimbursement of Expenses. C&W and District will coordinate the advertising and promotion of designated properties that District desires to dispose of pursuant to a Request for Services. C&W agrees to pay all customary expenses which C&W may incur in the preparation and distribution of its standard flyers, its standard direct mailings and C&W's standard signage related to the lease, sublease or sale of any property on behalf of District, subject to District's prior approval. District shall have no obligation to reimburse C&W for any expenses whatsoever, unless C&W actually and reasonably incurs any such expenses in connection with the performance of its Services under this Agreement and District has first approved and authorized same.

(d) Market Commissions. Unless otherwise agreed by C&W and District in a Request for Services, the parties agree that the Market Commission to C&W as the District's broker for transactions shall be as follows:

1. Lease Acquisition. 5.0% of the aggregate Base Rent for the first 5 years, 2.5% of the aggregate Base Rent for the 2nd 5 years and 1.25% for any remaining term, to be capped at 15 years.

2. Sale Disposition or Acquisition. The proposed commission-based fee structure to C&W for disposition and acquisition of property will be:
- Portion of sales price < \$8M = 5.0%; plus
 - Portion of sales price between \$8M and \$30M = 2.0%; plus
 - Portion of sale price >\$30M = 1.0%



STAFF REPORT

To Board of Directors
From Sarah Jo Chaplen, General Manager
Title Consideration of Revised Water Supply Intergovernmental Agreement with Clackamas River Water
Item No. 6
Date June 21, 2022

Summary

The Board is being asked to consider and approve an Intergovernmental Water Supply Agreement between the Oak Lodge Water Services District (“District”) and Clackamas River Water (“CRW”).

Background

The District is a member of the North Clackamas County Water Commission (“NCCWC”), an intergovernmental entity formed by the District, Sunrise Water Authority, and the City of Gladstone. The NCCWC purchases wholesale drinking water from CRW pursuant to an agreement dated March 8, 2001, as extended in 2021 (collectively, the “2001 NCCWC Agreement”). The 2001 NCCWC Agreement will terminate on June 30, 2022, and it will be replaced by a new Water Supply Agreement between NCCWC and CRW (the “2022 NCCWC Agreement”).

The 2001 NCCWC Agreement, in addition to containing terms by which the NCCWC purchases water from CRW, also includes terms whereby the NCCWC provides water to CRW for use by CRW customers. That service, although an obligation of the NCCWC, was provided using the District’s water mains, which are connected to CRW’s system. These terms are in Section 9 of the 2001 NCCWC Agreement.

The new 2022 NCCWC Agreement, if approved by NCCWC and CRW, will not contain the same provisions as the 2001 NCCWC Agreement, and the NCCWC would no longer be obligating itself to provide water to CRW for CRW customers as part of that agreement. CRW, however, would like to continue receiving water from the District for the purpose of serving its customers that are connected to the District’s mains. CRW therefore proposed an Intergovernmental Water Supply Agreement between just CRW and the District for that purpose (the “IGA”).

All parties involved (NCCWC, CRW, and the District) thought it was simpler to more clearly identify the services being received by CRW on behalf of its customers and, because the District

was involved in all of the different service permutations, agreed that the new agreement for that service should be only between CRW and the District as long as NCCWC was made whole for its part of the water delivery.

The IGA establishes an initial list of properties that CRW will serve with water it purchases from the District. Customers in these areas are served by CRW through CRW mains, which in turn are connected to District mains. The IGA would allow the District and CRW to modify the list as needed. Under the IGA, CRW would maintain all water line extensions required to connect its customers to the District's system. Because there is not a separate meter between the District's system and this portion of CRW's system, CRW will meter each of its customers who are served with District water and determine a total amount of water delivered to those customers, for which CRW will then compensate the District. The amount CRW pays the District will be the District's cost of water from the NCCWC, times an adjustment factor of 1.40. For the portion of CRW's customers served with NCCWC water using the District's infrastructure prior to the Master Meter, the District will generate a separate check to NCCWC after receiving the monthly CRW customer consumption data and the CRW check.

CRW is aware that the District will soon be converting to an authority. The IGA allows the agreement to be transferred to the Authority without the need for any further action by either of the parties.

Past Board Actions

The IGA is a new agreement and there are no prior Board actions relevant to the agreement. The Board, however, is represented on the NCCWC, which approved the 2001 NCCWC Agreement and which will approve the 2022 NCCWC Agreement with CRW. Those agreements are attached for your reference.

Budget

There are no budget implications to the IGA. Currently, CRW generates two checks: one to NCCWC and one to the District. In the future, the District will receive one check and then remit a portion of the received monies to NCCWC.

Concurrence

The General Manager worked with CRW's General Manager to review the terms of the IGA. The District's legal counsel reviewed an initial draft of the IGA and recommended some revisions, which CRW accepted.

Recommendation

Staff recommends that the Board approve the IGA and authorize the Board President to execute the IGA.

Suggested Board Motion

“I move to approve the Intergovernmental Water Supply Agreement for Water Supplied by OLWS to CRW Customers as presented and that we authorize the Board President to sign the agreement.”

Attachments

1. Proposed Intergovernmental Water Supply Agreement
2. 2001 Agreement between NCCWC and CRW
3. 2021 Agreement Extension between NCCWC and CRW

INTERGOVERNMENTAL WATER SUPPLY AGREEMENT
FOR WATER SUPPLIED BY OLWS TO CRW CUSTOMERS

This agreement is entered into effective July 1, 2022, between the Clackamas River Water District (“CRW”), an ORS Chapter 264 Domestic Water Supply District, and the Oak Lodge Water Services District (“OLWS”), a consolidated Domestic Water and Sanitary District organized under ORS Chapters 198, 264, and 450 (collectively the “Parties”).

WHEREAS, The North Clackamas County Water Commission (“NCCWC”) currently purchases wholesale drinking water from CRW under an agreement dated March 8, 2001 (the “2001 NCCWC Agreement”), which also includes terms regarding the provision of water by NCCWC to CRW for use by CRW customers; and

WHEREAS, the 2001 NCCWC Agreement is set to terminate June 30, 2022, and will be replaced by a Water Supply Agreement between NCCWC and CRW (the “2022 NCCWC Agreement”); and

WHEREAS, OLWS is a member of the NCCWC and its water system is used to provide water to some CRW customers; and

WHEREAS, OLWS and CRW wish to enter into an agreement for OLWS’s provision of water to CRW for use by CRW customers following termination of the 2001 NCCWC Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Water Supply. OLWS agrees to provide water for domestic service to specific areas inside CRW’s jurisdiction as mutually agreed by OLWS and CRW. Attachment A is a list of addresses of CRW customers that will be served with OLWS water on the effective date of this Agreement. CRW will compensate OLWS for water provided by OLWS to CRW using the formula set out in Section 4, below. Customers in these areas are served by CRW through CRW mains which in turn are connected to OLWS mains. For the purposes of this Agreement, these customers shall be referred to as “CRW customers served by OLWS.”
2. Connections. Water main extensions connected to OLWS’s system within CRW’s jurisdiction shall be maintained by CRW.
3. Meters. Meters for CRW customers served by OLWS mains shall be installed, maintained and read by CRW. These meter readings will be the basis for compensation to OLWS as noted in Section 4. OLWS may check services for leakage or any other purpose.
4. Compensation. OLWS compensation for water delivered to CRW for use by CRW customers served by OLWS shall be determined as follows:
 - A. The total volume of water used by CRW customers served by OLWS, as determined by meter readings in CRW’s normal billing process, will be calculated.

- B. The total volume of water determined in subsection (A) will be multiplied by a factor of 1.40 (the “Adjusted Consumption”).
- C. CRW will pay OLWS an amount calculated by multiplying the Adjusted Consumption by the rate charged to NCCWC by CRW for water under the 2022 NCCWC Agreement, payable every other month.
5. Termination. This Agreement shall remain in effect until December 31, 2042, unless otherwise terminated by mutual agreement of the Parties.
6. Notices. All notices related to this Agreement shall be sent to the respective General Manager of each agency and shall be delivered in the form of e-mail or pre-paid mail sent to the appropriate address(es) below:
- | | |
|--------------------------|--------------------------|
| Clackamas River Water | Oak Lodge Water Services |
| Attn: General Manager | Attn: General Manager |
| PO Box 2439 | 14496 SE River Road |
| Clackamas, OR 97015-2439 | Milwaukie, OR 97267 |
7. Severability. In the event any provisions of this Agreement shall be held to be impossible, invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties hereto. One or more waivers by either party of any provision, term, condition or covenant, shall not be construed by the other party as a waiver of subsequent breach of the same by the other party. Both parties have fully participated in negotiating and writing this Agreement; therefore, it shall not be construed against the party preparing it, but shall be construed as if both parties have prepared it.
8. Acts of God, Emergencies, etc. Performance or delay in performance of the obligations stated in this Agreement shall be reasonably excused when performance or timely performance is impossible or impracticable because of the occurrence of unforeseeable events such as emergency, catastrophe, disaster, labor disputes, or acts of God.
9. Disputes and Attorney’s Fees. If a dispute arises between the parties regarding breach of this Agreement or interpretation of any term of this Agreement, the parties shall first attempt to resolve the dispute by negotiation, followed by mediation (if negotiation fails to resolve the dispute), and pursuant to the following steps:
- A. Step One: The general manager or other person designated by the governing bodies will negotiate on behalf of the entities they represent. The nature of the dispute shall be reduced to writing and shall be presented to each manager who shall then meet and attempt to resolve the issue. If the dispute is resolved at this step, there shall be a written determination of such resolution, signed by each party’s manager and ratified by each governing body, which shall be binding upon the parties.
- B. Step Two: If the dispute cannot be resolved within ten days under Step One, the parties shall submit the matter to non-binding mediation. The parties shall attempt to agree on

a mediator. If they cannot agree, the parties shall request the presiding judge of Clackamas County Circuit Court to appoint a mediator. The dispute shall then be heard by the mediator. The mediator's fees shall be shared equally by the parties. If the issue is resolved at this step, there shall be a written determination of such resolution, signed by each party's manager and ratified by each governing body, which shall be binding upon the parties.

C. Step Three: Disputes that are not resolved after exhausting Steps One and Two or within ninety (90) days, whichever comes earlier, shall be submitted to mutually agreeable arbitration or be resolved by proceedings in Clackamas County Circuit Court. If arbitration, suit or action is commenced, each party shall pay its own legal fees.

10. Full Agreement. This document is the entire, final and complete agreement of the parties pertaining to OLWS's provision of water to CRW and supersedes and replaces all prior or existing written and oral agreements between the Parties or their representatives.

11. Assignment. This Agreement shall not be assignable by either Party without the written consent of the other Party. Notwithstanding the foregoing, the Parties acknowledge that the Clackamas County Board of Directors has adopted an order forming the Oak Lodge Water Services Authority and dissolving OLWS, which dissolution is anticipated to occur no later than December 31, 2022. It is the intent of the Parties, and the Parties hereby agree, that this agreement shall be assigned by OLWS to the Oak Lodge Water Services Authority, without the need for any further action by a Party, upon (a) the occurrence of both the official effective date of the Oak Lodge Water Services Authority and the official effective date of the dissolution of OLWS, and (b) action by the Oak Lodge Water Services Authority governing body to assume all obligations of OLWS under this Agreement.

By signing this Agreement, the Parties agree to be bound by its terms and conditions for the entire period of its stated term.

CLACKAMAS RIVER WATER:

OAK LODGE WATER SERVICES:

By: _____
Sherry French, President

By: _____
Susan Keil, President

Attachment A
Accounts Before the NCCWC Master Meter

16727 SE KNOLL RIDGE TER	16980 STANHELMA DR	17216 PARKERS DR
16730 SE KNOLL RIDGE TER	16981 STANHELMA DR	17216 STANHELMA DR
16744 SE KNOLL RIDGE TER	16990 STANHELMA DR	17225 STANHELMA DR
16758 SE KNOLL RIDGE TER	16991 STANHELMA DR	17228 PARKERS DR
16765 SE KNOLL RIDGE TER	17012 STANHELMA DR	17236 STANHELMA DR
16768 GURNEE AVE	17020 GURNEE AVE	17240 PARKERS DR
16770 GURNEE AVE	17021 GURNEE AVE	17252 PARKERS DR
16772 SE KNOLL RIDGE TER	17032 STANHELMA DR	17255 STANHELMA DR
16776 GURNEE AVE	17041 GURNEE AVE	17256 STANHELMA DR
16786 SE KNOLL RIDGE TER	17050 GURNEE AVE	17264 PARKERS DR
16800 SE KNOLL RIDGE TER	17050 WEBSTER RD	17265 STANHELMA DR
16801 WEBSTER RD	17053 STANHELMA DR	17275 STANHELMA DR
16802 WEBSTER RD	17055 WEBSTER RD	17276 PARKERS DR
16803 WEBSTER RD	17056 WEBSTER RD	17276 STANHELMA DR
16809 WEBSTER RD	17058 SE WEBSTER RD	17300 PARKERS DR
16812 WEBSTER RD	17060 GURNEE AVE	17302 PARKERS DR
16814 SE KNOLL RIDGE TER	17060 WEBSTER RD	17304 PARKERS DR
16815 WEBSTER RD	17073 STANHELMA DR	17310 WILES CT
16825 WEBSTER RD	17073 WEBSTER RD	17390 WILES CT
16828 WEBSTER RD	17082 STANHELMA DR	17395 WILES CT
16830 SE KNOLL RIDGE TER	17083 STANHELMA DR	17471 SE VALLEY VIEW RD
16831 SE KNOLL RIDGE TER	17111 GURNEE AVE	17510 SE VALLEY VIEW RD
16837 SE KNOLL RIDGE TER	17114 STANHELMA DR	17522 SE VALLEY VIEW RD
16839 WEBSTER RD	17117 STANHELMA DR	17528 SE VALLEY VIEW RD
16843 SE KNOLL RIDGE TER	17130 WEBSTER RD	17544 SE VALLEY VIEW RD
16845 GURNEE AVE	17131 WEBSTER RD	7207 SE STRAWBERRY LN
16850 WEBSTER RD	17137 STANHELMA DR	7214 SE STRAWBERRY LN
16851 WEBSTER RD	17142 WEBSTER RD	7226 SE STRAWBERRY LN
16853 GURNEE AVE	17144 STANHELMA DR	7333 SE STRAWBERRY LN
16859 GURNEE AVE	17147 STANHELMA DR	7445 SE STRAWBERRY LN
16862 SE GLADJEN AVE	17149 WEBSTER RD	7700 BLINKHORN WAY
16890 WEBSTER RD	17154 PARKERS DR	7716 BLINKHORN WAY
16900 GURNEE AVE	17157 STANHELMA DR	7732 BLINKHORN WAY
16900 WEBSTER RD	17167 STANHELMA DR	7748 BLINKHORN WAY
16905 WEBSTER RD	17177 STANHELMA DR	7764 BLINKHORN WAY
16907 WEBSTER RD	17194 STANHELMA DR	7780 BLINKHORN WAY
16909 WEBSTER RD	17194 WEBSTER RD	7796 BLINKHORN WAY
16960 STANHELMA DR	17197 STANHELMA DR	7817 BLINKHORN WAY
16961 STANHELMA DR	17200 GURNEE AVE	7825 BLINKHORN WAY
16976 GURNEE AVE	17204 PARKERS DR	7870 BLINKHORN WAY
	17210 GURNEE AVE	

Attachment A
Accounts After the NCCWC Master Meter

7148 SE PAMRICK LN	5711 SE VISTA CT	16663 SE KINGSRIDGE CT
7133 SE PAMRICK LN	5710 SE THIESSEN RD	16660 SE SUNRIDGE LN
7130 SE PAMRICK LN	5708 SE THIESSEN RD	16655 SE SUNRIDGE LN
7117 SE PAMRICK LN	5706 SE THIESSEN RD	16655 SE KINGSRIDGE CT
7101 SE PAMRICK LN	5632 SE ANCONA CT	16650 SE SUNRIDGE LN
7010 SE JENNINGS AVE	5622 SE ANCONA CT	16645 SE SUNRIDGE LN
7005 SE JENNINGS AVE	5613 SE ANCONA CT	16640 SE SUNRIDGE LN
7000 SE JENNINGS AVE	5603 SE ANCONA CT	16635 SE SUNRIDGE LN
6948 SE JENNINGS AVE	5602 SE ANCONA CT	16625 SE SUNRIDGE LN
6916 SE JENNINGS AVE	5582 SE ANCONA CT	16591 SE CATLYN WOODS DR
6905 SE JENNINGS AVE	5573 SE ANCONA CT	16585 SE CATLYN WOODS DR
6854 SE JENNINGS AVE	5546 SE BANTAM CT	16581 SE CATLYN WOODS DR
6842 SE JENNINGS AVE	5526 SE BANTAM CT	16575 SE CATLYN WOODS DR
6827 SE JENNINGS AVE	5520 SE THIESSEN RD	16569 SE CATLYN WOODS DR
6820 SE JENNINGS AVE	5519 SE BANTAM CT	16555 SE SUNRIDGE LN
6755 DEVONSHIRE DR	5501 SE THIESSEN RD	16544 SE DAGMAR RD
6538 SE DAGMAR CT	5477 SE CORNISH CT	16534 SE DAGMAR RD
6535 SE DAGMAR CT	5468 SE CORNISH CT	16524 SE DAGMAR RD
6532 SE DAGMAR CT	5459 SE BANTAM CT	16522 SE DAGMAR RD
6529 SE DAGMAR CT	5457 SE CORNISH CT	16520 SE DAGMAR RD
6513 SE DAGMAR CT	5448 SE CORNISH CT	16506 SE DAGMAR RD
6510 SE DAGMAR CT	5439 SE BANTAM CT	16480 SE DAGMAR RD
6500 SE DAGMAR CT	5437 SE CORNISH CT	16414 SE DAGMAR RD
6330 SE ALDERCREST CT	5427 SE THIESSEN RD	16405 SE MERGANSER CT
6060 SE OETKIN RD	5427 SE CORNISH CT	16330 SE DAGMAR RD
6055 SE OETKIN RD	5424 SE THIESSEN RD	16316 SE DAGMAR RD
6048 SE OETKIN RD	5423 SE THIESSEN RD	16300 SE DAGMAR RD
6045 SE OETKIN RD	5421 SE THIESSEN RD	16255 SE DAGMAR RD
6035 SE OETKIN RD	5419 SE THIESSEN RD	16250 SE DAGMAR RD
6025 SE OETKIN RD	5415 SE THIESSEN RD	16245 SE DAGMAR RD
5964 SE OETKIN RD	5414 SE THIESSEN RD	16235 SE DAGMAR RD
5959 SE OETKIN RD	5411 SE THIESSEN RD	16230 SE DAGMAR RD
5939 SE OETKIN RD	5409 SE THIESSEN RD	15350 SE MINERVA RD
5909 SE OETKIN RD	5376 SE THIESSEN RD	15340 SE MINERVA RD
5836 SE OETKIN RD	16807 SE KINGSRIDGE CT	15330 SE MINERVA LN
5834 SE OETKIN RD	16806 SE KINGSRIDGE CT	15320 SE MINERVA LN
5833 SE OETKIN RD	16803 SE KINGSRIDGE CT	15313 SE MINERVA LN
5832 SE OETKIN RD	16802 SE KINGSRIDGE CT	15310 SE MINERVA LN
5829 SE OETKIN RD	16799 SE KINGSRIDGE CT	15305 SE MINERVA RD
5828 SE OETKIN RD	16798 SE KINGSRIDGE CT	15300 SE MINERVA LN
5826 SE OETKIN RD	16787 SE KINGSRIDGE CT	15295 SE MINERVA RD
5825 SE OETKIN RD	16782 SE KINGSRIDGE CT	15280 SE MINERVA LN
5820 SE OETKIN RD	16775 SE KINGSRIDGE CT	15270 SE MINERVA LN
5819 SE OETKIN RD	16743 SE KINGSRIDGE CT	15260 SE MINERVA LN
5815 SE OETKIN RD	16727 SE KINGSRIDGE CT	15181 SE HICKORY CT
5810 SE OETKIN RD	16705 SE KINGSRIDGE CT	15180 SE HICKORY CT
5800 SE THIESSEN RD	16700 SE KINGSRIDGE CT	15161 SE HICKORY CT
5756 SE THIESSEN RD	16694 SE KINGSRIDGE CT	15160 SE HICKORY CT
5733 SE VISTA CT	16686 SE KINGSRIDGE CT	15141 SE HICKORY CT
5717 SE VISTA CT	16677 SE KINGSRIDGE CT	15140 SE HICKORY CT
5712 SE THIESSEN RD	16670 SE KINGSRIDGE CT	15121 SE HICKORY CT

Attachment A

Accounts After the NCCWC Master Meter

15120 SE HICKORY CT	14968 SE LONE OAK LN	14603 SE VISTA LN
15101 SE HICKORY CT	14966 SE LONE OAK LN	14600 SE VISTA LN
15100 SE HICKORY CT	14965 SE HICKORY CT	14576 SE LOREN LN
15086 SE ROBINETTE CT	14962 SE LONE OAK LN	14551 SE VISTA LN
15078 SE ROBINETTE CT	14951 SE HARMON CT	14550 SE VISTA LN
15073 SE ROBINETTE CT	14950 SE HARMON CT	14550 SE VISTA LN
15072 SE ROBINETTE CT	14931 SE HARMON CT	14531 SE VISTA LN
15069 SE ROBINETTE CT	14920 SE HARMON CT	14524 & 14548 SE LOREN LN
15066 SE ROBINETTE CT	14911 SE HARMON CT	14521 SE VISTA LN
15060 SE ROBINETTE CT	14910 SE LONE OAK LN	14501 SE VISTA LN
15060 SE HICKORY CT	14896 SE LONE OAK LN	14500 SE VISTA LN
15054 SE ROBINETTE CT	14885 SE HARMON CT	14492 SE VISTA LN
15053 SE ROBINETTE CT	14865 SE LONE OAK LN	14480 SE VISTA LN
15042 SE ROBINETTE CT	14865 SE HARMON CT	14462 SE VISTA LN
15037 SE ROBINETTE CT	14855 SE LONE OAK LN	14452 SE VISTA LN
15030 SE HICKORY CT	14845 SE HARMON CT	14450 SE VISTA LN
15021 SE ROBINETTE CT	14825 SE HARMON CT	14444 SE VISTA LN
15010 SE ROBINETTE CT	14750 SE VISTA LN	14422 SE VISTA LN
15010 SE HICKORY CT	14724 SE LOREN LN	14400 SE VISTA LN
15005 SE ROBINETTE CT	14720 SE VISTA LN	14350 SE VISTA LN
15002 SE ROBINETTE CT	14700 SE VISTA LN	14291 SE VISTA LN
15000 SE HICKORY CT	14698 SE LOREN LN	14283 SE VISTA LN
14992 SE HICKORY CT	14672 SE LOREN LN	14272 SE VISTA LN
14989 SE HICKORY CT	14620 SE VISTA LN	14265 SE VISTA LN
14986 SE HICKORY CT	14620 SE LOREN LN	14250 SE VISTA LN
14981 SE LONE OAK LN	14616 SE VISTA LN	14227 SE VISTA LN
14978 SE HICKORY CT	14615 SE VISTA LN	14226 SE VISTA LN
14976 SE HARMON CT	14613 SE VISTA LN	14223 SE VISTA LN
14975 SE LONE OAK LN	14611 SE VISTA LN	14214 SE VISTA LN
14971 SE HARMON CT	14610 SE VISTA LN	14213 SE VISTA LN
14970 SE HICKORY CT	14606 SE VISTA LN	

WATER SUPPLY AGREEMENT

This agreement is entered into this 8th day of MARCH, 2001 between the Clackamas River Water District (hereinafter "CRW"), which is an ORS Chapter 264 Domestic Water Supply District, and the North Clackamas County Water Commission, (hereinafter "the Commission"), which is an ORS 190 intergovernmental entity.

Recital:

Pursuant to ORS Chapter 190, CRW and the Commission are authorized to enter into intergovernmental agreements to perform functions and activities, which either unit of government is authorized to perform.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Supply of Water.** CRW agrees to provide the Commission 122 million cubic feet of water each calendar year during the life of this Agreement, and the Commission agrees to purchase this amount, unless modified by other provisions of this Agreement, for an initial twenty-year period beginning March 1, 2001, through December 31, 2021, subject to renewal, extension or termination on the terms and conditions as set forth in this Agreement. Every five years the parties will jointly review the quantity of water purchased and, if a change in purchase is anticipated, the parties will negotiate the terms of a change. The Commission will notify CRW six months before the end of each fifth year that it desires to change the amount of water purchased.

2. **Status of Prior Supply Agreements.** At the time of creation of the Commission, Water Supply Agreements existed between the Oak Lodge Water District (Oak Lodge) and CRW dated February 1, 1996, and between the Mt. Scott Water District (Mt. Scott) and CRW dated May 1, 1995. All water purchase responsibility for Oak Lodge and Mt. Scott has been assumed by the Commission. The Parties acknowledge that there are no outstanding claims or disputes of any kind remaining between them, including the Commission's predecessors in interests, Oak Lodge and Mt. Scott, concerning the aforescribed Water Purchase Agreements and that this Water Supply Agreement supercedes and replaces all previous Water Supply Agreements between the parties.

3. **Connections and Meters.** The Commission will provide and maintain meters, valves and controls, including backflow prevention assemblies as necessary, as approved by CRW, in proper order for water transmission line connections at the following locations:

Mather Road Level: Near the Mather reservoir at SE 92nd and Mather Road
 Near SE Mangan Way and Water Avenue

Otty Road: Near SE 92nd Avenue and Otty Road, near the reservoir
(Emergency Only) owned by CRW
On SE Mt. Scott Blvd. near SE 92nd Avenue

152nd: At SE Pinegrove Loop near SE 152nd Avenue and the CRW
reservoir site north of Highway 212

The Commission will arrange to have its meters tested and calibrated biennially by an independent tester qualified to do such work. A copy of the test report shall be forwarded to CRW. CRW shall maintain such valves and devices to control flows from its plant and reservoirs to the above listed connections.

4. **Flow Rates.** The ratio of peak daily flow to average annual flow measured in million gallons per day, will not exceed 1.2. The peak hourly flow rates at the delivery locations will be:

Mather Road Level: 4,500 gallons per minute

152nd: 2,000 gallons per minute

5. **Rates.** The Commission shall be billed monthly for the water sold under this Agreement, and payment shall be made within 30 days of billing. A late fee of 1.5 percent per month shall be assessed for any unpaid balance.

The Commission will pay monthly to CRW for all water passing through connection points described in Section 2 above, at rates determined using cost of service principles described in Section 6 and adopted annually by Resolution of the CRW board. Effective on each successive January 1 during the term of this Agreement, or any renewal thereof, the rate shall be retained or modified in accordance with the criteria set forth in Section 6.

6. **Rate Setting Criteria.** In setting rates, CRW shall take into account the following, for the quantity of water proposed to be purchased:

A. Rates shall be determined in accordance with generally accepted ratemaking practices, as described in the AWWA M-1 Manual, 2000 Edition and subsequent amendments;

B. Rates shall include, but not be limited to, payments for reasonable operation and maintenance expense, depreciation, return on investment, administrative and general expenses, in-lieu taxes and other costs associated with CRW's financing and operation of its system. The rate of return on investment shall be 9%.

C. Rates shall be based on the approved budget for the future fiscal year and shall be effective on the first day of January for such fiscal year;

D. Costs and expenses shall be classified in the "base-extra capacity method" as described by the AWWA M-1 Manual, 2000 Edition and subsequent amendments;

E. For improvements to be installed during the fiscal year and for construction work in progress, the plant in service date shall be deemed the mid-year of the rate period; and,

F. The Commission will be given the opportunity to participate and provide input into CRW's rate-setting process.

G. In the event the Commission uses water at a rate in excess of the peak day ratio of 1.2 or peak hour rates in Section 4, except under emergency conditions, an excess use charge will be calculated and imposed for the additional amount, based on the location of delivery. If an excess use charge is imposed, the Commission will be entitled to use water up to the greater rate for the remainder of the year in which the charge was applied without incurring additional excess use charges.

7. **Billing.** Meters installed to measure the volume of water sold by CRW to the Commission shall be read periodically by representatives of CRW at times fixed by mutual agreement of CRW and the Commission. Representatives of the Commission may be present at meter readings. CRW shall compute and render bills and statements to the Commission by the 5th day of each month. If the meters at any time fail to accurately measure the water passage through said meters, the charge for water used during the time said meters are out of order shall be based upon the average daily consumption as shown by said meters when in proper operating condition during a comparable period of service. CRW shall invoice the Commission each month for water usage in the preceding month. The Commission will make payment on or before the 25th day of the month.

Inasmuch as the Commission has contracted to purchase a minimum amount of water each year and that is considered in the rate calculations, the Commission agrees to pay CRW the greater of: the amount calculated based on the actual volume of water passing through the meter(s) described above; or the amount calculated based on the minimum purchase amount. This calculation will be done annually after the end of the year.

8. **Exchange Water.** When water is delivered by the Commission to other locations on behalf of CRW, the volume of water delivered will be deducted from the volume delivered to the Commission in calculating charges for the amount purchased by the Commission. If the exchange amount is delivered entirely to the Commission at the Mather level, there will be no additional charges imposed for "delivering" water to the the Commission. If the additional water is delivered at either 152nd or Otty, a "wheeling" charge, equal to the added cost of serving those locations above the cost of serving the Mather level, will be due and payable. However, no party shall be required to exchange water if it would not be technically feasible, or if exchanging would create a hardship for the party being requested to do so.

9. Commission Service to CRW Customers.

A. The Commission agrees to provide, or cause its members to provide, water for domestic service to the high level area of CRW as may be best served by the Commission or its members and as authorized by CRW. The formula for computing the credit to the Commission for water provided to CRW customers will be determined by joint resolution of the CRW and the Commission Boards.

B. Water main extensions connected to the Commission system within CRW shall be installed and paid for by CRW, but materials and construction thereof shall be subject to approval by the Commission or its members.

C. Service connections to customers in the CRW high-level area served by the Commission or its members shall be made by CRW using materials and construction methods approved by the Commission. All such service connections shall pay applicable System Development Charges for this type and size of connection in the jurisdiction providing service.

D. Should pressure regulators be required either on CRW mains or CRW services, the installation and maintenance thereof shall be the responsibility of CRW and not the Commission or its members.

E. Meters on services from the Commission for customers residing in CRW shall be installed, maintained and read by CRW. The Commission may check services for leakage or any other purpose.

F. Similarly, CRW agrees to provide water for domestic service to areas of the Commission, or its members, as may be best served by CRW and as authorized by the Commission or its members. Charges for water provided to the Commission customers will be determined by the joint resolution described in 5.A above. Provisions of 5.B through 5.E above, with the names the Commission and CRW reversed, will apply where CRW serves the Commission or its members customers.

10. **Term.** This Agreement shall be for twenty-years, commencing with execution of this Agreement and ending twenty years thereafter.

The Commission agrees to notify CRW in writing as soon as practicable if the Commission wishes to extend the term of this Agreement, but not later than two years prior to the termination of this Agreement.

11. **Notices.** Notices shall be deemed sufficient if deposited in the United States mail, postage prepaid, to the following addresses:

Clackamas River Water
Attn: General Manager
PO Box 2439
Clackamas, OR 97015-2439

North Clackamas County Water Commission
Attn: General Manager
10602 S.E. 129th Avenue
Portland, Oregon 97236

12. **Severability.** In the event any provisions of this Agreement shall be held to be impossible, invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties hereto. One or more waivers by either party of any provision, term, condition or covenant, shall not be construed by the other party as a waiver of subsequent breach of the same by the other party. Both parties have fully participated in negotiating and writing this Agreement; therefore, it shall not be construed against the party preparing it, but shall be construed as if both parties have prepared it.

13. **Acts of God, Emergency, Etc.** Performance or delay in performance of the obligations stated in this Agreement shall be reasonably excused when performance or timely performance is impossible or impracticable because of the occurrence of unforeseeable events such as emergency, catastrophe, disaster, labor disputes, or acts of God.

14. **Disputes: Attorney's Fees.** If a dispute arises between the parties regarding breach of this Agreement or interpretation of any term of this Agreement, the parties shall first attempt to resolve the dispute by negotiation, followed by mediation (if negotiation fails to resolve the dispute), and pursuant to the following steps:

Step One:

The general manager or other person designated by the governing bodies will negotiate on behalf of the entities they represent. The nature of the dispute shall be reduced to writing and shall be presented to each manager who shall then meet and attempt to resolve the issue. If the dispute is resolved at this step, there shall be a written determination of such resolution, signed by each party's manager and ratified by each governing body, which shall be binding upon the parties.

Step Two:

If the dispute cannot be resolved within ten days under Step One, the parties shall submit the matter to non-binding mediation. The parties shall attempt to agree on a mediator. If they cannot agree, the parties shall request the presiding judge of Clackamas County Circuit Court to appoint a mediator. The dispute shall then be heard by the mediator. The mediator's fees shall be shared equally by the parties. If the issue is resolved at this step, there shall be a written determination of such resolution, signed by each party's manager and ratified by each governing body, which shall be binding upon the parties.

Step Three:

Disputes that are not resolved after exhausting Steps One and Two shall be submitted to mutually agreeable arbitration or be resolved by proceedings in Clackamas County Circuit Court. If arbitration, suit or action is commenced, each party shall pay its own legal fees.

15. **Full Agreement.** This document is the entire, final and complete agreement of the parties pertaining to CRW's provision of surplus water to the Commission, and supersedes and replaces all prior or existing written and oral agreements between the parties or their representatives.

16. **Service Reduction in Case of Emergency.** If a general emergency or water shortage requires restrictions on the delivery of water, then general restrictions placed upon deliveries to the Commission shall be determined by a similar method to that used for restricting deliveries to Clackamas' own inhabitants and other direct service customers, employing a pro rata reduction.

CLACKAMAS RIVER WATER:

By: Paul E. Rogers
Paul Rogers, its President

NORTH CLACKAMAS COUNTY WATER COMMISSION:

By: Fred Whitfield
Fred Whitfield, its Chairman

EXTENSION OF WATER SUPPLY AGREEMENT

This Extension of Water Supply Agreement (“Extension Agreement”) is between Clackamas River Water District (“CRW”) and the North Clackamas County Water Commission (the “Commission”), and is dated effective as of the date of the last signature below.

RECITALS

a. CRW is a domestic water supply district organized under ORS chapter 264, and the Commission is an intergovernmental entity organized under ORS chapter 190.

b. Pursuant to ORS chapter 190, CRW and the Commission are authorized to enter into intergovernmental agreements to perform functions and activities that either unit of government is authorized to perform.

c. CRW and the Commission are parties to a Water Supply Agreement dated March 8, 2001 (the “Water Supply Agreement”).

d. The Water Supply Agreement is set to expire by its terms on December 31, 2021. CRW and the Commission wish to extend the term of the Water Supply Agreement according to the terms set forth below.

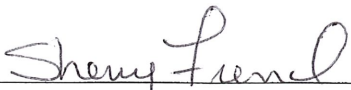
NOW THEREFORE, in consideration for the covenants and promises herein, CRW and the Commission agree as follows.

TERMS OF AGREEMENT

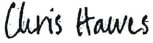
1. Term. CRW and the Commission agree to extend the term of the Water Supply Agreement on a month-to-month basis until June 30, 2022, or until the effective date of a new water supply agreement between CRW and the Commission, whichever occurs first. Either party may terminate the Water Supply Agreement prior to June 30, 2022, with 30 days’ written notice to the other party.
2. Except as provided in this Extension Agreement, all terms of the Water Supply Agreement remain in effect until it is terminated.
3. Entire Agreement. This Extension Agreement and the Water Supply Agreement constitute the entire agreement between the parties on the subject matter of the Water Supply Agreement. If any party has made statements or promises apart from the terms in those documents, the parties represent that they have not relied on those statements or promises, and understand that only the terms in this written Extension Agreement and the Water Supply Agreement are binding on the parties to this Agreement.

4. Severability. Should any part of this Extension Agreement be determined invalid or unenforceable for any reason, the validity of the remaining parts shall not be affected thereby and they shall retain their full force and effect, and the invalid or unenforceable part shall be considered not to be a part of this Extension Agreement.

CLACKAMAS RIVER WATER


By: Sherry French
Its: Board President
Dated: 10-18-21

NORTH CLACKAMAS COUNTY WATER COMMISSION

DocuSigned by:

36402AC0082D460...
By: Chris Hawes
Its: Board President
Dated: 10/5/2021



STAFF REPORT

To Board of Directors
From Gail Stevens, Finance Director
Title Consideration of Resolution No. 2022-04 Adopting the Fiscal Year 2022-23 Schedule of Rates, Fees, and Other Charges with an Effective Date of July 1, 2022
Item No. 7
Date June 8, 2022, for June 21, 2022

Summary

The District maintains a consolidated Schedule of Rates, Fees, and Other Charges that summarizes the amounts charged to District customers for various services. That schedule is updated each year in conjunction with the District's budget process.

Background

The District's Schedule of Rates, Fees, and Other Charges (the "Schedule") summarizes utility rates, system development charges (SDCs), and fees associated with a variety of services provided to customers.

An increase in utility rates for water and wastewater are incorporated into the District's Fiscal Year 2022-23 Adopted Budget. For the average residential customer, the proposed monthly rate increase is \$0.79 for drinking water and \$3.81 for wastewater, and no rate change for watershed protection, for a total dollar amount of \$4.60. This is an increase of 3.0% for drinking water, 7.0% for wastewater, and 0% for watershed protection, for an overall average of 5.1%.

Last year, the Board changed the fee structure for drinking water connections to include costs for installation and materials for meter sizes up to 2", which were merged into one fee. Based on the District's experience over the past year, staff has determined that a Water Meter Set Fee for meter sizes of 5/8" to 2" should be added back to the Schedule. This is to cover the cost of changing any existing meters to a larger size, if warranted, for Additional Dwelling Units (ADU) or other requests.

In January 2021, the Board approved Resolution No. 2021-04 updating the SDC for water distribution per water meter size. As part of that Resolution, SDC rates automatically increase annually, based on the Engineering News Record Construction Cost Index for Seattle, WA. No specific month for the annual increase is included with the Resolution, so January was selected for this and future years. The twelve-month index as of January 2022 is 6.8%. There is no

change to the wastewater SDC per Equivalent Dwelling Unit. The wastewater SDC charge will be reviewed after the completion of the Wastewater Master Plan.

Section F. is expanded to include F.5. Water Meter Testing Request Fee. Per § 4.15.1.3 of the OLWSD Rules & Regulations dated April 15, 2022, an Owner may request that the meter at their service address be tested, and “if the test shows that the water meter registers within the AWWA standard, the Owner shall pay for the test in accordance with District’s Rates, Fees and Charges.” This fee is not listed on the most recently adopted Schedule and has been incorporated into the current Resolution No. 2022-04 before the Board.

There are other small changes:

- A.4.h. Title Search Fee – an increase of \$7.00 to \$32.00, to offset the last cost increase and an upcoming cost increase.
- The following labor rates have been increased for the 3.5% COLA included in the Fiscal Year 2022-23 Adopted Budget:
 - B.1.a Utility Worker Labor Rate per Hour – an increase of \$4.00 to \$98.00
 - E.1. Additional Inspection Fee Rate per Hour – an increase of \$5.00 to \$142.50
 - E.2. Additional Inspection Fee Rate per Hour - After Hours – an increase of \$6.00 to \$176.00
- F.2. Water Service Installation Fee – for all meter sizes, an increase to the current cost of materials. The labor fee includes the 3.5% COLA, as well.

All other fees and charges remain consistent with the prior Schedule.

Recommendation

Staff recommends approval of Resolution No. 2022-04 Adopting the Fiscal Year 2022-23 Schedule of Rates, Fees, and Other Charges with an Effective Date of July 1, 2022.

Suggested Board Motion

“I move to approve Resolution No. 2022-04, adopting the Fiscal Year 2022-23 Schedule of Rates, Fees, and Other Charges with an effective date of July 1, 2022.”

Attachments

1. Resolution No. 2022-04
2. Proposed Schedule of Rates, Fees, and Other Charges – Effective July 1, 2022

OAK LODGE WATER SERVICES DISTRICT

RESOLUTION NO. 2022-04

A RESOLUTION ADOPTING THE FISCAL YEAR 2022-23 SCHEDULE OF RATES, FEES, AND OTHER CHARGES WITH AN EFFECTIVE DATE OF JULY 1, 2022.

WHEREAS, the Board of Directors for the Oak Lodge Water Services District (the “District”) establishes and adopts rates, fees, and other charges for the District, for use of the District’s water distribution system, wastewater system, watershed protection management, and other services provided by the District; and

WHEREAS, the Board of Directors finds it necessary and proper to routinely review, and, from time to time revise such rates, fees, and other charges, based on the cost of service and recommendations from the District’s professional staff; and

WHEREAS, the Board of Directors finds it useful to make necessary revisions and adopt a master schedule of the rates, fees, and other charges on an annual basis around the start of each fiscal year, so that District customers and staff have the updated rates, fees, and other charges readily available; and

WHEREAS, pursuant to ORS 264.312 and ORS 294.160, on June 21, 2022, the Board of Directors held a public meeting which included a duly noticed public hearing to consider the proposed increase in rates, fees, and other charges, where the public was invited and provided an opportunity to comment; and

WHEREAS, the Board of Directors now wishes to adopt the rates, fees, and other charges as set forth in this Resolution, to take effect beginning July 1, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE OAK LODGE WATER SERVICES DISTRICT BOARD OF DIRECTORS:

Section 1. The Board of Directors hereby adopts the Schedule of Rates, Fees, and Other Charges as set forth in **Exhibit A**, attached hereto and by this reference incorporated herein.

Section 2. The Schedule of Rates, Fees, and Other Charges shall take effect beginning on July 1, 2022. Until such date the District’s most recently adopted rates, fees, and other charges shall remain in full force and effect.

Section 3. This Resolution supersedes and replaces any and all previously adopted resolutions insofar as the preceding resolutions establish rates, fees, and other charges for the same District services.

INTRODUCED AND ADOPTED THIS 21st DAY OF JUNE 2022.

OAK LODGE WATER SERVICES DISTRICT

By _____
Susan Keil, President

By _____
Ginny Van Loo, Secretary/Vice President

Oak Lodge Water Services District

Schedule of Rates, Fees and Other Charges

Effective
7/1/2022

A. Rates, Fees and Charges

1. Water Service

a. Residential Service

i. Consumption Rate per hundred cubic feet of water (CCF) per billing cycle (2 months)	Usage Bracket	Rate
Tier 1 (Lifeline)	1-10 CCF	\$ 1.24
Tier 2 (Main)	11-50 CCF	\$ 1.66
Tier 3 (Conservation)	51+ CCF	\$ 1.96
ii. Fixed rate per meter size per	Meter Size	Rate
20 gallons per minute (GPM) - per month	5/8" x 3/4"	\$ 18.68
or per billing cycle		\$ 37.36
30 gallons per minute (GPM) - per month	Full 3/4"	\$ 28.02
or per billing cycle		\$ 56.04

b. Large Residential, Commercial, and Industrial Service

i. Rate per hundred cubic feet of water (CCF) per month	Usage Bracket	Rate
All services	All usage	\$ 1.73
ii. Fixed rate per meter size per month	Meter Size	Rate
	1"	\$ 32.87
	1.5"	\$ 56.63
	2"	\$ 83.83
	3"	\$ 158.60
	4"	\$ 249.23
	6"	\$ 475.80
	8"	\$ 770.32
	10"	\$ 1,087.48

c. Fire Line Service

i. Fixed rate per meter size per month	Meter Size	Rate
	1"	\$ 26.05
	1.5"	\$ 37.37
	2"	\$ 52.08
	3"	\$ 89.51
	4"	\$ 135.95
	6"	\$ 253.71
	8"	\$ 385.17
	10"	\$ 552.81
ii. Rate per hundred cubic feet of water (CCF)	Usage Bracket	Rate
Tier 1	1 CCF	1.c.i. Fixed rate per meter
Tier 2	2+ CCF	\$ 1.73

d. Water Service Voluntary Backflow Assembly Testing Program

i. Fixed rate per device per year	Device Size	Rate
	0.5" - 2.0"	\$ 22.00
	2.5" - 4.0"	\$ 32.00
	6.0"-12.0"	\$ 42.00
ii. Administrative Late Fee		\$ 25.00
iii. Confined Space Entry Charge per Vault (applies to devices in vaults)		\$ 25.00
iv. Confined Space Pumping Charge per Minute (applies to vaults filled with water)		\$ 0.84
v. Repairs and/or Replacements performed by District's Contractor		
Contracted parts and labor		Actual cost

2. Wastewater Collection and Treatment

a. Fixed rate per Equivalent Dwelling Unit (EDU) per month	\$	43.54
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Oak Lodge Water Services District

Schedule of Rates, Fees and Other Charges

	<u>Effective</u> <u>7/1/2022</u>
b. Rate per hundred cubic feet (CCF) of average winter water consumption per month	\$ 2.47
3. Watershed Protection	
a. Fixed rate per Equivalent Service Unit (ESU) per month	\$ 9.65
b. Stormwater Facility Maintenance Surcharge per ESU per month	\$ 4.82
4. Administration	
a. Interest penalty on delinquent utility billing service charges	12%
b. NSF check/payment fee	\$ 25.00
c. Water service disconnect notification (Red Tag) fee	\$ 7.00
d. Water service disconnect fee (for nonpayment)	\$ 50.00
e. After Hours turn on fee	\$ 180.00
f. Hydrant meter deposit	\$ 3,000.00
Water usage will be charged against the meter deposit and any remaining balance will be returned to the contractor	
g. Hydrant use permit	\$ 50.00
h. Title search fee	\$ 32.00
i. Lock Cut Fee - Off and Locked is cut by other than District	\$ 125.00
j. Third-party collection agency	Actual Cost
k. Public Record Requests	
i. Photocopies per page/side	Various
Letter (8.5x11)	
- Black and White Copies	\$ 0.25
- Color Copies	\$ 0.50
Legal (8.5x14)	
- Black and White Copies	\$ 0.35
- Color Copies	\$ 1.00
Tabloid (11x17)	
- Black and White Copies	\$ 0.50
- Color Copies	\$ 1.50
Large Format (Larger than 11x17)	Based on Size and Complexity
ii. Electronic Copies	
Flash Drive (up to 32 GB)	\$ 10.00
iii. Archive Retrieval Fees	
Base Charge per Trip	\$ 75.00
Charge per Box	\$ 5.00
iv. Record Research & Processing	
Staff time up to 30 minutes	No Cost
Staff time over 30 minutes in hour increments	\$ 25.00
l. Other - Staff Time	Actual Cost
B. Fats, Oils, Grease Program Fees	
1. Wastewater Collection System Line Maintenance Fees	
a. Utility Worker Labor Rate per Hour	\$ 98.00
b. Utility Truck Rate per Truck per Hour	\$ 30.00
c. Hydro Cleaner Rate per Truck per Hour	\$ 85.00
d. Vactor Rate per Truck per Hour	\$ 120.00
e. CCTV Van Rate per Truck per Hour	\$ 200.00
C. Industrial Wastewater Pretreatment Program Fees	
1. Wastewater Discharge Permit Application and Review Fee	
a. Upon issuance	\$ 1,500.00

Oak Lodge Water Services District Schedule of Rates, Fees and Other Charges

	<u>Effective 7/1/2022</u>
b. Upon each anniversary date of permit issuance	\$ 1,500.00
2. Significant Industrial User Fee (DEQ Pass-through)	
a. Upon issuance	Actual Cost
b. Upon each anniversary date of permit issuance	Actual Cost
3. Monitoring and Inspection Fee	\$ 150.00
a. Laboratory costs	Actual Cost
4. Accidental Discharge Fee	\$ 850.00
5. Industrial Pretreatment Permit Appeal Fee	\$ 2,000.00
 D. Permit and Development Review Fees	
<hr/>	
1. Utility Connection Permit	
a. Plan Review (per EDU or ESU)	\$ 200.00
b. Initial Inspection - water and sewer only	\$ 310.00
c. Additional Inspections - water and sewer only	Per Section E
2. Site Development Permit	
a. Plan Review - greater of	
i.	\$ 955.00
ii. or	2.5% of Engineer's Estimate
iii. or	\$200 per EDU or ESU
b. Initial Inspection - Water and Wastewater - greater of	\$ 500.00
or	2.5% of Engineer's Estimate
c. Additional Inspections - Water and Wastewater	Per Section E
d. Initial Inspection - Surface Water	\$ 500.00
or	2.5% of Engineer's Estimate
e. Additional Inspections - Surface Water	Per Section E
3. Post-Approval Plan Review and/or Design Review (Modifications to Approved Plans)	
a. Plan Review (minimum)	50% of original plan review fee
4. Erosion Prevention and Sediment Control (less than one acre)	
a. Plan Review	\$ 200.00
b. Surface Water Inspection (one initial, one monthly, and one final)	
i. 1200 CN (lots or projects with disturbance areas 1-5 acres)	\$ 310.00
ii. Plan Review Minimum Base Fee for 1 acre	\$ 460.00
iii. Additional fee per acre	\$ 310.00
c. Initial Inspection - other	\$ 310.00
d. Additional Inspection - other	Per Section E
 E. Additional and After-Hours Inspections	
<hr/>	
1. Additional Inspection Fee Rate per Hour	\$ 142.50
Minimum two hour charge	\$ 285.00
2. Additional Inspection Fee Rate per Hour - After Hours	\$ 176.00
Minimum two hour charge	\$ 352.00
 F. Connection/Hook-up/Meter Set Fees	
<hr/>	
1. Wastewater Connection Fee/Hook-up Fee (Municipal Customers Only)	\$ 5,165.00
2. Water Service Installation Fee	
<u>Meter Size</u>	<u>Fee</u>

Oak Lodge Water Services District Schedule of Rates, Fees and Other Charges

		Effective 7/1/2022
	5/8" x 3/4"	\$ 1,611.00
	Full 3/4"	\$ 1,633.00
	1"	\$ 1,711.00
	1.5"	\$ 4,820.00
	2"	\$ 4,915.00
3. Water Meter Set Fee	Meter Size	Fee
	5/8" x 3/4"	\$ 513.00
	Full 3/4"	\$ 535.00
	1"	\$ 613.00
	1.5"	\$ 1,160.00
	2"	\$ 1,255.00
	Approved Contractor 3" to 10"	Actual Cost
4. Water Meter Relocation Fee		Actual Cost
5. Water Meter Testing Request Fee - per Rules and Regulations §4.15.1.3		Actual Cost
G. System Development Charges (SDC)		
1. Watershed Protection SDC per ESU		\$ -
2. Wastewater SDC per EDU		\$ 5,165.00
3. Water Distribution SDC per water meter size	Meter Size	SDC
	5/8" x 3/4"	\$ 11,329.00
	Full 3/4"	\$ 16,994.00
	1"	\$ 28,324.00
	1.5"	\$ 56,649.00
	2"	\$ 90,638.00
	3"	\$ 181,275.00
	4"	\$ 283,242.00
	6"	\$ 566,484.00
	8"	\$ 906,375.00
	10"	\$ 1,302,915.00
4. Water Meter Size Upgrades (SDC)		Diff in SDC's as listed

Equivalent Service Unit (ESU) = 2,500 square feet of impervious surface area

Engineer's Estimate includes cost of public infrastructure and all installation costs

Fractions of an acre count as full acre

One and two lot partitions are assessed minimum charge unless public infrastructure is installed



STAFF REPORT

To Board of Directors
From Sarah Jo Chaplen, General Manager
Title Consideration of Resolution No. 2022-05 for the Transfer of Oak Lodge Water Services District Assets and Liabilities to the Oak Lodge Water Services Authority
Item No. 8
Date June 21, 2021

Summary

The Board of Directors has been working to convert the District into an Authority. The Board's efforts were successful, and on May 5, 2022, the Clackamas County Board of County Commissioners (the "County Board") approved an order forming the Oak Lodge Water Services Authority (the "Authority") and dissolving the Oak Lodge Water Service District (the "District"). As part of the transition to an Authority, the District will need to transfer its employees, assets, and liabilities to the Authority. Proposed Resolution No. 2022-05 begins that transfer process. This Staff Report is intended to outline the resolution and the next procedural steps needed for the transition to an Authority.

Background

Key Dates for the Authority Transition

- May 5, 2022: County Board held a final public hearing and approved an order forming the Authority and dissolving the District.
- June 23, 2022: Filing deadline for candidates to run for election to be a member of the first elected governing body of the Authority.
- July 1, 2022: Proposed effective date of Authority formation, as approved in the May 5th County Order.
- August 23, 2022: Election of the governing body for the Authority.
- Date To Be Determined: First meeting of the newly elected governing body of the Authority and acceptance of District employees, assets, and liabilities.
- December 31, 2022: Proposed effective date for District dissolution, as approved in the May 5th County Order.

Essential Components of the Authority Transition

As proposed by the District's Board, the County Order provides for a period of overlap between

the date of Authority formation (July 1) and the date of District dissolution (December 31). The purpose for this six-month overlap is to allow sufficient time for any needed transfers, and for the winding up of the District's affairs. The proposed date of dissolution would also dissolve the District at the end of a fiscal quarter, for greater ease in the transition of the entities' financials.

Although the District will not formally dissolve until the end of the year, the Authority should begin to assume the District's functions and duties as soon as a governing body has been elected and convened. That date would likely be sometime in early September, but the actual date will not be determined until the Authority Board is elected.

The essential transfers of the District's employees, assets, liabilities, obligations, and functions will take place by operation of law upon dissolution of the District. But for certain assets, such as in the transfer of public employees, there are statutory requirements that must be met. To ensure a smooth transfer and the satisfaction of statutory transfer requirements, Staff has proposed that the District Board adopt Resolution No. 2022-05 that specifically notes the District's agreement, and intent, to transfer all employees, assets, liabilities, obligations, and functions of the District (the "Transfer Resolution"). The Transfer Resolution would be adopted by the District Board of Directors and it is attached as an exhibit to this Staff Report. Later, upon the convening of the first governing body of the Authority, the newly elected Authority Board would take the counterpart action of adopting a resolution accepting everything that is in the adopted Transfer Resolution. The respective governing bodies of the District and the Authority would also enter into an intergovernmental agreement to effectuate and memorialize the transfers (which is also an exhibit to the Transfer Resolution). In this way, all of the necessary transfers would be authorized by the governing bodies of both entities, and legally effective before the date of dissolution of the District.

The effective date of all transfers would be the date of acceptance by the Authority Board, since it will be the last party to adopt a resolution accepting the transfers and sign the agreement. It will be important for the effective date to be clearly identified in the agreement so that it is easily understood by counterparties, customers, and employees. The Authority Board may wish to choose an effective date that coincides with the end of a fiscal quarter, and the agreement provides that flexibility.

Because there will be a six-month period of time when both the District and the Authority will exist, communication to customers and employees will be of utmost importance. It will also be important during that time for there to be clarity as to which governing body has authority to act for a particular decision. For example, so that employees know who is in charge for a given circumstance. A communications plan is being refined and information will be consistently updated on the District/ Authority website.

Procedural Steps for the Authority Transition

- A. *Completed – By May 14, 2022 – County to publish election notice for special election of the first Authority Board.*
- B. *Completed – Before June 4, 2022 – County to submit final order and supporting materials*

to Metro, Gladstone, Milwaukie, and DOR.

- C. Late July – County to send DOR-approved final order and supporting materials to Metro.*
- D. June 21, 2022 – Proposed adoption of Transfer Resolution.*
- E. June 23, 2022: Filing deadline for candidates to run for election to be a member of the first elected governing body of the Authority.*
- F. July 1, 2022 – Proposed date for Metro to record and map the final decision, and send it to the Secretary of State for filing.*
- G. August 23, 2022 – Election of the governing body for the Authority.*
- H. TBD – First meeting of the newly elected governing body of the Authority.*
- I. No later than 60 days after the date of adoption by the Authority Board of the Transfer Resolution and IGA with the District Board – Authority Board to send the IGA and Resolution to the Public Employees Retirement Board.*

Concurrence

The District’s Legal Counsel drafted Resolution No. 2022-05, and the District’s Bond Counsel and Labor Counsel participated in the review of Resolution No. 2022-05.

Recommendation

Staff proposes that the District Board adopt Resolution No. 2022-05, acknowledging and approving the transfer of District employees, contracts, and other assets and liabilities to the Oak Lodge Water Services Authority.

Alternatives to Recommendation

This section is optional, delete section if not applicable.

Suggested Board Motion

“I move to adopt the Resolution No. 2022-05, acknowledging and approving the transfer of District employees, contracts, and other assets and liabilities to the Oak Lodge Water Services Authority.”

Attachments

1. Transfer Resolution (Resolution No. 2022-05)

OAK LODGE WATER SERVICES

RESOLUTION NO. 2022-05

A RESOLUTION ACKNOWLEDGING AND APPROVING THE TRANSFER OF DISTRICT EMPLOYEES, CONTRACTS, AND OTHER ASSETS AND LIABILITIES TO THE OAK LODGE WATER SERVICES AUTHORITY

WHEREAS, the Clackamas County Board of Commissioners adopted Board Order 2022-36 on May 5, 2022 (“Order 2022-36”) forming the Oak Lodge Water Services Authority (“Authority”) and dissolving the Oak Lodge Water Services District (“District”); and

WHEREAS, Board Order 2022-36 establishes July 1, 2022 as the date the Authority is to be effective, and establishes December 31, 2022 as the date the District is to be dissolved; and

WHEREAS, the actual dates of formation and dissolution of the Authority and the District, respectively, will depend on certain administrative actions to be taken by Clackamas County, Metro, and the Oregon Department of Revenue; and

WHEREAS, the governing body of the Authority will be a five-member board of directors, the members of which will be elected at the special election to be held on August 23, 2022; and

WHEREAS, state statutes provide that when a county forms an authority organized under ORS Chapter 450 and dissolves a district in the same action, the authority will succeed to all of the assets and become charged with all of the liabilities, obligations, and functions of the district; and

WHEREAS, state statutes provide that, upon the effective date of an authority formation, district officers are to forthwith deliver to the authority the district assets and records; and

WHEREAS, the District’s Board of Directors (“District Board”) desires to ensure a smooth assignment, assumption, and transfer of all District employees, contracts, liabilities, obligations, assets, functions, and records to the Authority, and to ensure that adequate District resources are in place for the purpose of winding up the affairs of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE OAK LODGE WATER SERVICES BOARD OF DIRECTORS:

Section 1. Transfer of Public Employees and Employee Contracts.

- A. Public Employees. The District’s public employees (as defined by ORS 236.605(1)) shall be transferred to the employment of the Authority pursuant to ORS 236.605 *et seq.* upon the date the Board of Directors of the Oak Lodge Water Services Authority (“Authority Board”) accepts such transfer, which date shall be no later than

December 31, 2022. Until such time, the District's public employees shall remain employees of the District.

- B. Employment Contracts. The District hereby assigns to the Authority all employment contracts to which the District is a party. Such contracts include, but are not limited to, all individual employee contracts and the collective bargaining agreement between the District and AFSCME (the "Collective Bargaining Agreement"). This assignment shall be effective upon the date the Authority Board accepts such assignment, which date shall be no later than December 31, 2022.
- C. Limits. The transfer of all District employees is subject to the District's agreement of the following:
 - 1. No transferred public employee shall have the employee's salary reduced as a result of the transfer to the Authority during the first 12 months of employment with the Authority.
 - 2. All accrued compensatory time balances will transfer to the Authority and be administered in accordance with applicable statute and the District's Collective Bargaining Agreement.
 - 3. All benefits plans will transfer to the Authority.
 - 4. All accrued sick leave balances will transfer to the Authority.
 - 5. All accrued vacation leave balances will transfer to the Authority.
 - 6. The District's General Manager shall furnish the employment records of all public employees to the Authority immediately upon the Effective Date.
 - 7. Any unfunded Public Employees Retirement System liability or surplus of the District will be paid or credited as determined by the Authority, and as required by ORS 238.235.

Section 2. Transfer of Monetary Assets.

- A. The District hereby agrees to transfer to the Authority all monetary assets held by the District. Such assets include, but are not limited to, the cash and investment accounts held by Wells Fargo, the Local Government Investment Pool, and PERS.
- B. The effective date of the transfer shall be upon the acceptance of the monetary assets by the Authority Board, which date shall be no later than December 31, 2022. Until such time, the District's monetary assets shall remain in the sole control of the District for District purposes.

Section 3. Transfer, Assignment, and Assumption of District Borrowings.

- A. The District has previously executed various borrowings as follows ("District Borrowings"):

1. \$1,320,000 Full Faith and Credit Financing Agreement (Water Meters) dated on or about February 11, 2019 with Zions Bancorporation, National Association;
 2. \$15,173,000 Wastewater System Loan Agreement dated on or about December 20, 2017 with JPMorgan Chase Bank, NA;
 3. \$5,000,000 Clean Water State Revolving Fund Loan Agreement No. R70030 dated on or about January 21, 2010 with the State of Oregon, acting by and through its Department of Environmental Quality (“DEQ”);
 4. \$11,409,645 Clean Water State Revolving Fund Loan Agreement No. R70031 dated on or about December 27, 2010 with the State of Oregon, acting by and through DEQ;
 5. \$3,684,197.37 Water Fund Loan Agreement No. W10001 dated on or about August 10, 2010, as subsequently amended, with Oregon Business Development Department;
 6. \$398,543 Capital Lease with KS StateBank (Freightliner Vactor Truck) dated on or about May 7, 2018.
- B. The District hereby transfers and assigns to the Authority its rights and obligations under each of the District Borrowings, subject to any consent or other requirements in the legal documents related to the District Borrowings.
- C. The General Manager is hereby directed to obtain any written consent from a lender necessary to perfect a transfer and assignment of the District Borrowings and to amend the District Borrowings or take any other action necessary or desirable to accomplish the transfer and assignment.

Section 4. Assignment of Contracts. The District hereby assigns to the Authority all of its rights and obligations under any other validly-existing contract to which the District is a party, including any intergovernmental agreement. The effective date of the assignment of each of the District’s contracts shall be upon the acceptance of the assignment and the assumption of the contract by the Authority Board, which date shall be no later than December 31, 2022.

Section 5. Assignment of Regulatory Permits. The District hereby assigns to the Authority all of its rights and obligations under any regulatory permit to which the District is a permittee or otherwise has any rights or obligations. The effective date of the assignment of each of the District’s permits shall be upon the acceptance of the assignment and the assumption of the permit’s obligations by the Authority Board, which date shall be no later than December 31, 2022.

Section 6. Assignment of Service Obligations. The District hereby assigns to the Authority all of its service obligations within the District’s territorial jurisdiction. The effective date of the assignment of the District’s service obligations shall be upon the acceptance of those obligations by the Authority Board, which date shall be no later than December 31, 2022. Until

such time, all service obligations within the District’s territorial jurisdiction shall remain with the District.

Section 7. Assignment Relating to Claims and Potential Claims. The District hereby assigns to the Authority any right or interest the District has in any and all actions, claims, demands, damages, obligations, liabilities, and controversies, of any kind or nature whatsoever, whether known or unknown, whether suspected or not, which have arisen, or may have arisen prior to the dissolution of the District.

Section 8. Evidence of Assignment and Assumption. The District Board hereby authorizes the District Board President to execute the agreement in the attached Exhibit A to evidence the agreements made by the District in this Resolution and to be accepted by the Authority.

Section 9. Further Action. The District Board hereby authorizes the District Board President and the General Manager to take all action necessary to implement the assignments and transfers made in this Resolution, including the execution of any documents for that purpose.

Section 10. Winding up District Business. The District Board hereby declares its intent to wind up all District business prior to the December 31, 2022 dissolution date of the District. Between the date the formation of the Authority is effective and the date the Authority Board executes the agreement in the attached Exhibit A, the District will continue to operate in a manner that ensures continuity of service for all customers entitled to receive service from the District. Between the date the Authority Board executes the agreement in the attached Exhibit A and December 31, 2022, the District Board will take only those actions that are necessary to complete the transfer of all District assets and liabilities to the Authority and to wind up the District’s business.

INTRODUCED AND ADOPTED THIS 21st DAY OF JUNE 2022.

OAK LODGE WATER SERVICES DISTRICT

By _____
Susan Keil, President

By _____
Ginny Van Loo, Secretary/Vice President

Intergovernmental Assignment and Assumption Agreement

This Intergovernmental Assignment and Assumption Agreement (“Agreement”) is by and between the Oak Lodge Water Services District, a consolidated water and sanitary district organized under ORS Chapters 264 and 450 (“District”), and the Oak Lodge Water Services Authority, a joint water and sanitary authority organized under ORS Chapter 450 (“Authority”).

RECITALS

- A. The Clackamas County Board of Commissioners adopted Board Order 2022-36 on May 5, 2022 (“Order 2022-36”) forming the Oak Lodge Water Services Authority (“Authority”) and dissolving the Oak Lodge Water Services District (“District”); and
- B. Board Order 2022-36 establishes July 1, 2022 as the date the Authority is to be effective, and establishes December 31, 2022 as the date the District is to be dissolved; and
- C. State statutes provide that when a county forms an authority organized under ORS Chapter 450 and dissolves a district in the same action, the authority will succeed to all of the assets and become charged with all of the liabilities, obligations, and functions of the district; and
- D. State statutes provide that, upon the effective date of an authority formation, district officers are to forthwith deliver to the authority the district assets and records; and
- E. The District desires to assign and transfer all District employees, contracts, liabilities, obligations, assets, functions, and records to the Authority and, to that end, adopted Resolution 2022-05 (“District’s Transfer Resolution”); and
- F. The Authority desires to accept all District employees, contracts, liabilities, obligations, assets, functions, and records from the District and to assume all obligations of the District related thereto.

AGREEMENT

1. Purpose and Date of Dissolution. The Parties acknowledge that Board Order 2022-36 orders the dissolution of the District, which dissolution is to be effective on December 31, 2022 (the “Dissolution Date”). Notwithstanding the foregoing, the Parties further acknowledge that the actual date of the District’s dissolution may depend on actions taken by other agencies, including Clackamas County, Metro, and the Oregon Department of Revenue. It is the intent of the Parties to ensure the full transfer of all District employees, contracts, liabilities, obligations, assets, functions, and records to the Authority regardless of the actual date of dissolution.
2. Transfer of District Employees.
 - a. The District hereby agrees to transfer all public employees (as defined by ORS 236.605(1)) to the Authority pursuant to ORS 236.605 *et seq.*
 - b. The District hereby assigns to the Authority all employment contracts to which the District is a party. Such contracts include, but are not limited to, all individual employee contracts and the collective bargaining agreement between the District and AFSCME (the “Collective Bargaining Agreement”).

- c. As part of this transfer of employees required by this section:
 - i. No transferred public employee shall have the employee's salary reduced as a result of the transfer to the Authority during the first 12 months of employment with the Authority.
 - ii. All accrued compensatory time balances will transfer to the Authority and be administered in accordance with applicable statute and the Collective Bargaining Agreement.
 - iii. All benefits plans will transfer to the Authority.
 - iv. All accrued sick leave balances will transfer to the Authority.
 - v. All accrued vacation leave balances will transfer to the Authority.
 - vi. The District's General Manager shall furnish the employment records of all public employees to the Authority immediately upon the Effective Date (as defined below).
 - vii. Any unfunded Public Employees Retirement System ("PERS") liability or surplus of the District will be paid or credited as determined by the Authority, and as required by ORS 238.235.
 - viii. The Authority agrees to send the final executed version of this Agreement to PERS within 60 days of the Effective Date.
- 3. Transfer of District Funds. The District hereby agrees to transfer to the Authority all monetary assets held by the District. Such assets include, but are not limited to, the cash and investment accounts held by Wells Fargo, the Local Government Investment Pool, and PERS.
- 4. Transfer, Assignment, and Assumption of District Borrowings.
 - a. The District has previously executed various borrowings as follows ("District Borrowings"):
 - i. \$1,320,000 Full Faith and Credit Financing Agreement (Water Meters) dated on or about February 11, 2019 with Zions Bancorporation, National Association;
 - ii. \$15,173,000 Wastewater System Loan Agreement dated on or about December 20, 2017 with JPMorgan Chase Bank, NA;
 - iii. \$5,000,000 Clean Water State Revolving Fund Loan Agreement No. R70030 dated on or about January 21, 2010 with the State of Oregon, acting by and through its Department of Environmental Quality ("DEQ");
 - iv. \$11,409,645 Clean Water State Revolving Fund Loan Agreement No. R70031 dated on or about December 27, 2010 with the State of Oregon, acting by and through DEQ;

Intergovernmental Assignment and Assumption Agreement

- v. \$3,684,197.37 Water Fund Loan Agreement No. W10001 dated on or about August 10, 2010, as subsequently amended, with Oregon Business Development Department;
 - vi. \$398,543 Capital Lease with KS StateBank (Freightliner Vector Truck) dated on or about May 7, 2018.
 - b. The District hereby transfers and assigns to the Authority its rights and obligations under each of the District Borrowings.
 - c. The District agrees to use reasonable efforts to obtain any written consent from a lender necessary to perfect a transfer and assignment of the District Borrowings and to amend the District Borrowings or take any other action necessary or desirable to accomplish the transfer and assignment.
 - d. By signing this Agreement, the Authority agrees to assume all liabilities and to be bound by all terms of the District Borrowings in the same manner as the District is bound immediately prior to the transfer and assignment of the specific borrowing.
5. Assignment and Assumption of Other Contracts.
- a. The District hereby assigns to the Authority all of its rights and obligations under any other validly-existing contract to which the District is a party, including any intergovernmental agreement.
 - b. By signing this Agreement, the Authority accepts all rights, agrees to assume all liabilities, and agrees to be bound by all terms of the District's contracts in the same manner as the District is benefited or bound immediately prior to the transfer and assignment of the specific contract.
6. Assignment of Regulatory Permits.
- a. The District hereby assigns to the Authority all of its rights and obligations under any regulatory permit to which the District is a permittee or otherwise has any rights or obligations.
 - b. The District agrees to use reasonable efforts to obtain any written consent from a regulator necessary to perfect a transfer and assignment of the District's regulatory permits.
 - c. By signing this Agreement, the Authority accepts all rights, agrees to assume all liabilities, and agrees to be bound by all terms of the District's regulatory permits in the same manner as the District is benefited or bound immediately prior to the transfer and assignment of the specific contract.
7. Assignment Relating to Claims and Potential Claims. The District hereby assigns to the Authority, and the Authority hereby accepts, any right or interest the District has in any and all actions, claims, demands, damages, obligations, liabilities, and controversies, of any kind or nature whatsoever, whether known or unknown, whether suspected or not, which have arisen, or may have arisen prior to the dissolution of the District.

8. Assignment of Service Obligations. The District hereby assigns to the Authority, and the Authority hereby accepts, all of the District's service obligations within the District's territorial jurisdiction as it existed immediately prior to the dissolution of the District.

9. Other Transfers and Assignments. In addition to the specific assignments, transfers, and assumptions identified in this Agreement, it is the Parties' intent that this Agreement transfer and assign from the District to the Authority any and all rights and obligations of the District as they exist immediately prior to the dissolution of the District. Upon the Effective Date, the Authority agrees to accept and assume all such rights and obligations, whether or not such rights or obligations are identified in the District's Transfer Resolution or this Agreement.

10. The Effective Date of this Agreement shall be the date a duly authorized representative of the Authority executes this Agreement as evidenced by the date in the signature blocks below. The Parties acknowledge that the District is executing this Agreement prior to the Dissolution Date. It is the Parties' intent that, after the Effective Date, no further action by the District is required.

<p>Oak Lodge Water Services District</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Oak Lodge Water Services Authority</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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STAFF REPORT

To Board of Directors
From Brad Albert, District Engineer
Title Consideration of Agreement for Aldercrest Water Main Replacement
Item No. 9
Date June 21, 2022

Summary

The Aldercrest Water Main Replacement Project is a capital improvement project that will replace a waterline identified by Staff in the 2020 Water Master Plan as the single most important project to OLWS when trying to avoid main breaks. This 6" and 8" ductile iron line will be replaced with 8" ductile iron pipe.

District Staff has publicly solicited bids from contractors to furnish and install these improvements. The lowest responsive and responsible bid came in at \$1,659,307.34. This agenda item seeks approval from the Board to award the Contract to that low bidder, Trench Line Excavation, Inc., at their bid amount.

Background

The Aldercrest Water Main Replacement Project went through a competitive bid process in accordance with the District's Public Contracting Rules. The project was advertised in the Daily Journal of Commerce (DJC) on May 16 and 18 of 2022. Staff received 4 bids before the June 7, 2022, 2:00pm deadline. The following table is a summary of those bids along with the engineer's estimate:

Contractor	Bid
Trench Line Excavation	\$1,659,307.34
Emery and Sons Construction Group, LLC	\$1,688,096.00
NW Enterprises Inc, dba, Earth Works Exc.	\$1,914,979.45
Icon Construction and Development	\$1,950,998.50
Engineer's Estimate	\$1,911,766.00

Bid amounts have been trending much higher than anticipated in this volatile market. Some causes are inflation, rising fuel prices, and supply chain issues with securing resources. Trench

Line Excavation was the lowest responsive and responsible bidder meeting all the requirements set forth in the Bid Documents.

Established in 1999 and based in Corvallis Oregon, Trench Line Excavation has been delivering commercial and residential building projects along with public improvements throughout the Portland area for over twenty years.

Past Board Actions

May 2022 Approval of the FY 2023 Budget contains funds to perform this Capital Improvement.

Budget

The FY 2023 budget adopted funding in the amount of \$1.2 million for this project. The engineers estimate came in at \$1,911,766. Both the FY22 and FY23 Budgets planned for this project and contain Water Capital Funds sufficient for this improvement.

Concurrence

Technical Services worked with AKS Engineering for the design and preparation for Clackamas County ROW permits. Permits will be submitted as soon as the Board approves the Contract.

Recommendation

Staff recommends the Board move to approve our General Manager to sign a Public Improvement Contract with Trench Line Excavation for the work of furnishing and installing the Aldercrest Water Main Replacement for \$1,659,307.34

Alternatives to Recommendation

- Award the project with a reduced scope and review future Capital Improvement FY expenditures with Capital Prioritization.
- Delay the project and rebid in the winter to see if supply chain issues stabilize to reduce costs.
- Remove the award consideration and focus on another Capital project with high importance.

Suggested Board Motion

“I move to approve our General Manager to sign a Public Improvement Contract with Trench Line Excavation for the work of furnishing and installing the Aldercrest Water Main Replacement for \$1,659,307.34.”

AGENDA ITEM

Title Business from the Board
Item No. 10
Date June 21, 2022

Summary

The Board of Directors appoints District representatives from time to time to serve as liaisons or representatives of the District to committees or community groups.

Directors assigned specific roles as representatives of the District are placed on the agenda to report to the Board on the activities, issues, and policy matters related to their assignment.

Business from The Board Items Include:

- a. Individual Board Member Reports**
- b. Parking Lot**

Date Added	Item	Work Update
8/13/2019	OLWSD/Gladstone IGA	OLWSD and Gladstone have begun negotiations of the full draft IGA.
5/9/2022	OLWS/Gladstone IGA Update	The next draft IGA meeting has been set for 6/29/2022.

**OAK LODGE WATER SERVICES
2022 BOARD LIAISON ASSIGNMENTS**

Board/Committee	Primary Liaison	Alternate Liaison	Meeting Cadence
American Water Works Association (AWWA)	All Directors	N/A	Varies
Chamber of Commerce	Ginny Van Loo	Susan Keil	Monthly, Third Wednesday 11:45 a.m. – 1:15 p.m.
Clackamas River Water	Kevin Williams	Paul Gornick	Monthly, Second Thursday 6 p.m.
Clackamas County Coordinating Committee (C-4)	Paul Gornick	Susan Keil	Monthly, First Thursday 6:45 p.m.
Healthy Watersheds	Kevin Williams	OPEN	
Jennings Lodge CPO	Kevin Williams	Paul Gornick	Quarterly, Fourth Tuesday 6 p.m.
New Concord Task Force	Ginny Van Loo	N/A	
North Clackamas County Water Commission (NCCWC)	1: Paul Gornick 2: Kevin Williams	Susan Keil	Quarterly, Fourth Thursday (Jan, Mar, June, Sept) 5:30 p.m.
Oak Grove Community Council	Heidi Bullock	Susan Keil	Monthly, Fourth Wednesday 7 p.m.
Regional Water Providers Consortium (RWPC)	Kevin Williams	Paul Gornick	3x Annually, First Wednesday 6:30 p.m.
RWPC Executive Committee	Kevin Williams	Paul Gornick	Quarterly, Second Tuesday (Jan, Apr, Sept, Dec) 5:30 p.m.
Special Districts Association of Oregon (SDAO)	All Directors	N/A	Varies
Sunrise Water Authority (SWA)	Paul Gornick	Kevin Williams	Monthly, Fourth Wednesday 6 p.m.

Kevin Williams Meetings attended in June of 2022

1. June 01,2022 Special Board meeting to discuss employee performance.

2. June 01, 2022 Regional Water Providers Consortium (Agenda Attached)

A. Board and Executive Committee Elections were held. Councilor Bridget Brooks from the City of Tualitin will remain as the Chair of the Board. I was elected to the Vice-Chair position. Naomi Algier from C.R.W. will be the Clackamas County representative on the Executive Committee. Tom Lewis from Rockwood P.U.D. will be representing Multnomah County and Jim Duggan from T.V.W.D. will represent Washington County.

B. There was discussion about the Regional Emergency Drill that was taking place on June 02,2022. I spoke to Sarah Jo after the event and found that we were well represented at the drill. These drills are important for readiness and for developing relationships that can be utilized for non-emergency events.

C. We received an update from Rebecca Geisen about the Budget and workplace for F.Y. 2022-2023. City Council set Cola increases for the coming year low enough that money earmarked fro raises can now be returned to the budget and fully fund programs that had been reduced.

D. The Board had a discussion about attending meetings in person again and it was decided that we would hold one live meeting per year and three virtual meetings. When you consider the area involved in the Consortium membership it makes sense to reduce people needing to drive into Portland for the meetings.

E. The Consortium is celebrating its 25th Birthday this year. The October meeting will likely be held in person to have a small celebration.

F. Our final item was the embers being broken out into breakout rooms so we could discuss what we want to see the Consortium accomplish in the next 25 years. It was no surprise that continuing education about water and our need to develop conservation habits given the signs of climate changes.

3. The Clackamas River Water Board met on June 09,2022. There are at least a few items that involve us and the NCCWC.

The Board conducted an interview for a Board vacancy and ultimately appointed the applicant. He will take office on July 1st.

The new Water Agreement with NCCWC was approved and this put several other things into play. The wholesale water rate had to be agreed upon, our agreement with C.R.W. to provide water to approximately 350 of their customers had to be approved, the dissolution of the Clackamas River Water Supply Commission had to be agreed

upon and the Sunrise Water Authority and Clackamas River Water i.g.a. for services had to be approved. All of these items passed unanimously.

The last item concerned their debt write-off for FY 2021-2022. It was for \$14,000. This amount equated to 1/10 of 1% of their billed revenues. Those debts will now go to a collection agency and C.R.W. will get back a portion of whatever is collected.



Consortium Board Meeting Agenda

DATE: June 1, 2022

6:30 p.m. – 8:30 p.m.

HOW: This meeting will be held remotely via Zoom/videoconference

Agenda

Introductions (3 minutes)

Approval of Consortium Board Meeting Summary for February 2, 2022 (2 minutes)

Public Comment* (5 minutes)

Board and Executive Committee Elections (15 minutes)

- To elect a Board Chair and Vice Chair. To elect County Executive Committee members.

Carry-over Resolution – Rebecca Geisen, Managing Director (10 minutes)

Program Report – Bonny Cushman, Program Coordinator (15 minutes)

- Emergency Planning and Conservation Program ongoing projects.

Director Report – Rebecca Geisen, Managing Director (15 minutes)

- Update on ongoing projects
- RDPO Emergency Drinking Water Framework Plan Tabletop Exercise Debrief
- Future meetings
- FY 2022-23 Budget and Workplan Update

Consortium 25th Anniversary Timeline Presentation – Consortium Staff (20 minutes)

- Celebration of Consortium milestones and projects over the past 25 years.

Break-out Discussion – All (15 minutes)

- Discussion question: What would you like to see the Consortium accomplish in the next 25 years?

Next Meeting Date/Location:

October 6, 2022/TBD

*Agenda Item #3 is a public comment period for items not on the agenda. Additional public comment will be invited on agenda items as they are discussed.



REGIONAL WATER PROVIDERS EXECUTIVE COMMITTEE

ORGANIZATION	REPRESENTATIVE
<p>City of Tualatin</p> <p>Board Chair (term: June 2021 – June 2022)</p>	<p>Bridget Brooks, Councilor 18880 SW Martinazzi Avenue Tualatin, Oregon 97062 Telephone: (503) 691-3065 E-mail: bbrooks@tualatin.gov</p>
<p>Oak Lodge Water Services</p> <p>Clackamas County Representative (term: June 2020 – June 2022)</p>	<p>Kevin Williams, Director 17630 SE Howard Street Telephone: (503) 654-7765 E-mail: kevin@olwsd.org</p>
<p>Rockwood Water PUD</p> <p>Multnomah County Representative (term: June 2020 – June 2022)</p>	<p>Tom Lewis, Director 1333 SE 148th Avenue Portland, Oregon 97233 Telephone: (503) 347-5715 E-mail: garnodato@aol.com</p>
<p>Tualatin Valley Water District</p> <p>Washington County Representative (term: June 2020 – June 2022)</p>	<p>Jim Duggan, Commissioner 10655 SW Wedgewood St. Portland, Oregon 97225 Telephone: (503) 646-8284 E-mail: jimd@twwd.org</p>
<p>South Fork Water Board</p> <p>At large Member (term: June 2021 – June 2023)</p>	<p>Jules Walters, Mayor West Linn 22500 Salamo Road West Linn, Oregon 97068 Telephone: (503) 742-6015 E-mail: jwalters@westlinnoregon.gov</p>
<p>Sunrise Water Authority</p> <p>At large Member (term: June 2021 – June 2023)</p>	<p>Gary Barth, Commissioner 9483 SE Wyndham Way Happy Valley, Oregon 97086 Telephone: (503) 659-5427 E-mail: gbarth@sunrisewater.com</p>
<p>City of Tigard</p> <p>At large Member (term: June 2021 – June 2023)</p>	<p>Jeanette Shaw, Councilor 13125 SW Hall Blvd Tigard, Oregon 97233 Telephone: (503) 639-4171 E-mail: jeanettes@tigard-or.gov</p>

REGIONAL WATER PROVIDERS CONSORTIUM STAFF:

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Regional Water Providers Consortium
1120 SW Fifth Avenue, Room 600
Portland, OR 97204



**REGIONAL WATER PROVIDERS CONSORTIUM BOARD
RESOLUTION**

WHEREAS, the Intergovernmental Agreement of the Regional Water Providers Consortium allows the Board to establish operating procedures to conduct the Consortium financial operations in Section 5, and

WHEREAS, the Intergovernmental Agreement with the City of Portland to provide staff support services to the Regional Water Providers Consortium notes in E.4. that, "If, at the conclusion of a fiscal year, there are excess funds in the Consortium accounts that have not been expended for Consortium purposes, the City shall credit the Participant dues for the following year with the excess or disburse those funds as directed by the Consortium Board", and

WHEREAS, the Consortium Board approved the FY 2021-22 Consortium budget and work plan that included funds for school assembly programs and a Spanish language intern, and

WHEREAS, school policies on assembly shows varied widely throughout the metro area in FY 2021-22 and Consortium staff recommends carrying over funding from this program year to next so that members that did not receive a show this year will have the opportunity to receive two during the FY 2022-2023 program year, and

WHEREAS, due to the continued Covid 19 pandemic, activities, and events during which the Spanish language intern was to distribute materials and key messages in Spanish were not held and Consortium staff recommends utilizing these funds to support multilingual, diverse public outreach efforts in FY 2022-23,

NOW THEREFORE, BE IT RESOLVED THAT:

\$15,270 from the FY 2021-22 Consortium budget be carried over to the FY 2022-23 Consortium budget and work plan for additional school assembly shows and to support more multilingual, diverse public outreach efforts.

DATE: _____

SIGNED: _____

**Bridget Brooks, Chair
Regional Water Providers Consortium Board**

**CLACKAMAS RIVER WATER
BOARD OF COMMISSIONERS
WORK SESSION AND REGULAR MEETING
Held at 16770 SE 82nd Dr. Clackamas, OR 97015**



Clackamas River Water

This Meeting will have both an in person and remote option for attending

June 9, 2022 at 5:30pm

AGENDA

Public Comment: If there is a member of the public that wishes to address the Board, they are encouraged to submit a request through email to kholzgang@crwater.com no later than 4pm the day of the meeting.

Members of the public are welcome to speak for a maximum of three minutes, citizens must state their name, address, if they are a customer or not for the record. Public comment provided at the *beginning* of the agenda will be reserved for comment on agenda items, special presentations, letters and complaints. Public comment as listed at the *end* of the agenda will be for the purpose of “wrapping up” any remaining concerns.

Anyone who wishes to attend the meeting remotely may do so by internet at <https://us02web.zoom.us/j/84668335016> or by calling the following number 1-253-215-8782 and join meeting/84668335016 #. **Passcode: 770003**

WORK SESSION @ 5:30pm

Call to Order, Pledge of Allegiance and Roll Call – *Sherry French, President*

- 1. Conduct Interview(s) of Candidates for Vacant Board of Commissioners
Position #5- Board of Commissioners**

Adjourn work session

REGULAR BOARD MEETING -Immediately Following the Work Session

Call to Order- *Sherry French, President*

- a. Approval of the Agenda

Public Comment (*see blue box at the top of the agenda*)

Action Items

- 1. Board Vacancy: Consider Appointment to Position #5– CRW Board**
- 2. Consider Approval of the CRW to North Clackamas County Water Commission (NCCWC) Water Supply Agreement – *Todd Heidgerken, General Manager***
- 3. Resolution 09-2022- Establishing Wholesale Water Rates Charged to North Clackamas County Water Commission (NCCWC)- *Jason Kirkpatrick, Chief Financial Officer***
- 4. Consider Approval of the Oak Lodge Water Services (OLWS) to CRW Water Supply Agreement- *Todd Heidgerken, General Manager***
- 5. Consider Approval of the Clackamas Regional Water Supply Commission (CRWSC) Dissolution Plan and Agreement - *Todd Heidgerken, General Manager***
- 6. Consider Approval of the CRW/Sunrise Water Authority Intergovernmental Agreement (IGA) for Services- *Todd Heidgerken, General Manager***

Next Page

7. **Resolution 10-2022** Approve Utility Billing Bad Debt Write-Off for FY 2021-2022 Uncollectible Water Bills- *Jason Kirkpatrick, Chief Financial Officer*
8. **Consider Amendment to Waterline Easement 2001-005699 at 9550 SE Clackamas Rd., TL 22E09DB 00802-** *Adam Bjornstedt, Chief Engineer*

Consent Agenda

- CA-1: **Gross Payroll and Accounts Paid: May 2022**– *Jason Kirkpatrick, Chief Financial Officer*
- CA-2: **Cash Position and Transfers: May 2022**– *Jason Kirkpatrick, Chief Financial Officer*
- CA-3: **Consider Approval of Surplus Vehicles-** *Todd Heidgerken, General Manager*
- CA-4: **Project Acceptance:** Accept assets constructed for the “Home 2 Suites” 18-5240 and “Residence Inn by Marriot” 19-5256, a combined project- *Joe Eskew, Engineering Manager*
- CA-5: **Project Acceptance:** Accept the capital project “Athens Drive Waterline”, CIP 21-5275- *Joe Eskew, Engineering Manager*

Informational Reports

9. Management Report – *Todd Heidgerken, General Manager*
10. Public Comment (*see blue box at the top of the agenda*)

Commissioner Business

11. Commissioner Reports and Reimbursements

Adjourn regular meeting

The meeting location is accessible to persons with disabilities. A request for accommodations for persons with disabilities should be made at least 48 hours before the meeting to Adora Campbell (503) 722-9226.

STAFF REPORT

To Board of Directors
From Aleah Binkowski, Human Resources Manager
Title Human Resources Monthly Report
Item No. 11b
Date June 21, 2022

Summary

The Board has requested updates at the Regular Meetings of the Board on the status of the District's operations.

Highlights

- FEMA Risk Rating
- Open Enrollment
- Records Management

FEMA Risk Rating

FEMA dictates that structures at the Wastewater Reclamation facility carry flood insurance through the National Flood Insurance Program because the facility is next to the river in a flood plain. The cost of this insurance is dictated by FEMA's Risk Rating. Over the last several years FEMA has been working on updating the National Flood Insurance Program's (NFIP) risk rating methodology through the implementation of a new pricing methodology called Risk Rating 2.0. The methodology leverages industry best practices and innovative technology to enable FEMA to deliver rates that are actuarially sound, equitable, easier to understand and better reflect a property's flood risk. The new prices based on the risk rating started to roll out this year and policies renewing on or after April 1, 2022, are subject to the new rating methodology.

Since the 1970s, NFIP rates have been based on relatively static measurements, emphasizing a property's elevation within a zone on a flood insurance rate map. This approach did not incorporate as many flooding variables as the new risk rating. The new risk rating methodology was built on years of flood hazard information. FEMA incorporated private sector data sets, catastrophe models and evolving actuarial science to come up with the new risk rating tool. With Risk Rating 2.0, FEMA now rates disparities by incorporating more flood risk variables. These include flood frequency, multiple flood types—river overflow, storm surge, coastal erosion and heavy rainfall—and distance to a water source along with property characteristics such as elevation and the cost to rebuild.

The new risk model worked in our favor and drastically reduced our required flood insurance costs last year's coverage year (CY) cost OLWS \$83,056 and this CY's renewal will cost \$10,668 with no change in coverage.

Hartford Flood Insurance		
Policy #	CY Starting 6/2021	CY Starting 6/2022
██████████	\$ 5,953.00	\$ 1,276.00
██████████	\$ 37,446.00	\$ 4,000.00
██████████	\$ 39,657.00	\$ 5,392.00
Totals	\$ 83,056.00	\$ 10,668.00
DIFFERENCE	\$ 72,388.00	

Open Enrollment

June is open enrollment month at OLWS where employees can make changes on their medical and dental insurance options. We were able to hold our first in-person benefits fair since the start of the pandemic. This allowed medical and dental carriers to present to staff the specifics of their medical and dental options. Staff had a chance to hear about our Employee Assistance Program which is comes with the purchase of coverage through SDIS.

Employees also got more follow-up information from the Oregon Savings Growth Plan (OSGP). Since the Board approved participation in the OSGP last year as an employee funded supplemental 457 retirement option, 29% of staff have signed up and started saving for their future with the OSGP.

Records Management

May was a busy month in records management. The District recalled 130 boxes from off-site storage, which were delivered on three pallets as seen in the photo below. A special shout out to Water Field Supervisor Lyon for figuring out how to unload the pallets from the delivery truck. Without his expertise, District Recorder Casey would have needed to unload the truck box by box. After delivery, each box was opened so the enclosed records could be sorted, classified, and added to destruction notices based on originating department. A professional shredding truck was called to destroy the records and made quick work of the job. Utility Worker Yohn was invaluable in the destruction and recycling of the remaining empty boxes, which filled an entire dumpster.



A Temporary File Clerk joined the team early in the month to aid Staff in various time-intensive records projects. The first project already underway is the classification and scanning of all water distribution work orders dating back to the 1970s. These records have historically been stored in paper-filled filing cabinets, making the search and use of the important information near impossible. Accessibility of information and ease of search are the goals of this project.

Staff also participated in the District's first annual Records Week. During May 16-20, District Recorder Casey visited a department a day. All Staff received records training on records management basics, email best practices, record archive and destruction, and electronic standard naming conventions. Each department cleaned out cubicles, filing cabinets, and shared storage spaces as part of the focus on records management and overall clean-up. New record types were found, and District Recorder Casey inherited approximately 50 boxes of "mystery" records to sort and archive or destroy. This new District tradition would not have been a success without the enthusiastic participation of all staff members, who are already looking forward to next year.



STAFF REPORT

To Board of Directors
From Gail Stevens, Finance Director
Title Finance Department Monthly Report
Item No. 11c
Date June 02, 2022, for June 21, 2022 Meeting

Summary

The Board has requested updates at the Regular Meetings of the Board on the status of the District's Operations.

Highlights of the Month

- The Low-Income Household Water Assistance program is expected to begin in July.
- While Accounts Receivable balance increased 0.61%, the average delinquent balance decreased by \$(2.00), and the number of delinquent accounts decreased by 17.
- Utility bill payments were less than April 30th billed amounts by (\$4,844).
- The ECAP assisted 11 residential and 0 commercial accounts in May.

Low Income Household Water Assistance (LIHWA)

On May 12, 2022, the Clackamas County Board of Commissioners approved the Oak Lodge Water Services vendor agreement for the Low-Income Household Water Assistance (LIHWA) program. Clackamas County will be finalizing their customer application documents within the coming weeks. It is expected that customers from Oak Lodge Water Services will be able to apply for assistance at the beginning of July 2022.

Accounts Receivable Review

The Accounts Receivable (A/R) balances as of May 31 compared to April 30 increased by 0.61%. These are the findings:

1. A/R Balance owed to OLWSD has increased by \$8,861, after accounting for the delta between billing cycles.

A/R Balance	3/31/2022	4/30/2022	5/31/2022
Bi-Monthly Residential	\$ 804,519	\$ 946,632	\$ 795,673
Large Meters	466,793	470,263	466,983
Total	1,271,312	1,416,896	1,262,656

Variance	(200,975)	145,583	(154,240)
Billing Cycle Variance	176,251	(162,445)	162,851
	(24,724)	(16,861)	8,612
	-1.68%	-1.33%	0.61%

2. The total number of delinquent accounts decreased by 17 accounts as of May 31, compared to April 30, 2022. Additionally, the average balance per account decreased by (0.6%) or \$(2).

Delinquent Accounts	3/31/2022	4/30/2022	5/31/2022
Over 60 Days	\$ 200,139	\$ 191,263	\$ 183,921
Number of Accounts	527	515	498
Average Balance per Acct.	\$ 380	\$ 371	\$ 369
	-2.5%	-2.2%	-0.6%

3. The percentage of accounts that are current, accounts paid in full within 30 days, has decreased by 0.94% compared to prior month. The shift is into 30-60 Day Grace and Credit Balance categories.

Account %	3/31/2022	4/30/2022	5/31/2022
Current	86.14%	86.90%	85.96%
30-60 Day Grace	5.81%	3.99%	5.02%
Delinquent	5.81%	5.69%	5.49%
Credit Balance	2.24%	3.43%	3.53%

Each month, the District hangs red tags for accounts in delinquent status, over 60 days past due, and with a balance over \$250. The red tag process allows 7 days for the customer to provide payment. If payment is not received, water is then shut off.

	Feb 2022	Mar 2022	Apr 2022	May 2022
Cycle	Cycle 2	Cycle 1	Cycle 2	Cycle 1
# Red Tags	64	61	62	84
Minimum Delinquent Balance	\$ 250	\$ 250	\$ 250	\$ 250
# Shut off Service Requests	5	4	1	3

Billing Payment Rate

In May, the District received (\$4,844) less in payments than was billed on April 30, 2022.

	Feb 2022	Mar 2022	Apr 2022	May 2022
Utility Billing Sales	\$ 1,051,882	\$ 1,224,716	\$ 1,048,465	\$ 1,210,909
Cash Receipts	1,062,197	1,261,058	1,054,811	1,206,065
% Collected	101.0%	103.0%	100.6%	99.6%

Emergency Customer Assistance Program (ECAP)

In FY 2019-20, the Board approved \$97,000 for Emergency COVID Assistance Program. Since June 2020, the District has provided assistance to residential and commercial accounts that

have been financially impacted by COVID-19. This program has continued through FY 2020-21 and into FY 2021-22.

	<u>Monthly Assistance</u>	<u>Balance</u>
Beginning Balance		\$97,000
June 2020	2,644	94,356
July 2020	687	93,669
August 2020	813	92,856
September 2020	1,114	91,742
October 2020	-0-	91,742
November 2020	991	90,751
December 2020	598	90,153
January 2021	1,472	88,681
February 2021	3,304	85,377
March 2021	3,134	82,243
April 2021	2,260	79,983
May 2021	2,741	77,242
June 2021	5,397	71,845
July 2021	3,591	68,254
August 2021	6,407	61,847
September 2021	2,829	59,018
October 2021	2,982	56,036
November 2021	893	55,143
December 2021	724	54,419
January 2022	4,236	50,183
February 2022	2,838	47,345
March 2022	3,508	43,837
April 2022	7,473	36,364
May 2022	2,639	33,725
Total Assistance Provided to Date	\$ 63,275	

In May 2022, eleven (11) residential accounts and zero (0) commercial account received assistance.

Attachments

1. Checks by Date Report for May 2022

Bank Reconciliation
 Checks by Date
 User: Antonio
 Printed: 06/02/2022 - 5:28PM
 Cleared and Not Cleared Checks
 Print Void Checks

ACH Disbursement Activity

Check No.	Check Date	Name	Comment	Module	Void	Clear Date	Amount
0	5/3/2022	Wells Fargo Remittance Center		AP			12,268.13
0	5/6/2022	State of Oregon		AP			441.68
0	5/6/2022	Internal Revenue Service		AP			27,955.60
0	5/6/2022	Nationwide Retirement Solutions		AP			860.00
0	5/6/2022	Oregon Department Of Revenue		AP			7,917.89
0	5/6/2022	State of Oregon Savings Growth Plan		AP			2,229.00
0	5/6/2022	VALIC c/o JP Morgan Chase		AP			4,992.91
0	5/6/2022	Payroll Direct Deposit	DD 00001.05.2022	PR			67,064.03
0	5/20/2022	Nationwide Retirement Solutions		AP			860.00
0	5/20/2022	Oregon Department Of Revenue		AP			8,653.85
0	5/20/2022	State of Oregon		AP			441.68
0	5/20/2022	Internal Revenue Service		AP			30,257.08
0	5/20/2022	State of Oregon Savings Growth Plan		AP			2,429.00
0	5/20/2022	VALIC c/o JP Morgan Chase		AP			2,001.47
0	5/20/2022	Payroll Direct Deposit	DD 00002.05.2022	PR			72,523.72
0	5/23/2022	Internal Revenue Service		AP			2,423.87
0	5/23/2022	Oregon Department Of Revenue		AP			2,677.20
0	5/23/2022	State of Oregon		AP			441.68
0	5/31/2022	Oregon Department Of Revenue		AP			207.25
0	5/31/2022	Internal Revenue Service		AP			6,291.08

ACH Disbursement Activity Subtotal							252,937.12
Voided ACH Activity							0.00
Adjusted ACH Disbursement Activity Subtotal							252,937.12

Paper Check Disbursement Activity

Check No.	Check Date	Name	Comment	Module	Void	Clear Date	Amount
47221	4/22/2022	Clackamas County		AP	Void		6,000.00
47284	5/3/2022	Employee Reimbursement		AP			211.77
47285	5/3/2022	Employee Reimbursement		AP			1,249.49
47286	5/3/2022	Hach Company		AP			0.00
47287	5/3/2022	Springbrook Holding Company LLC		AP			0.00
47289	5/6/2022	Employee Paycheck		PR			2,043.35
47290	5/10/2022	AFLAC		AP			810.16
47291	5/10/2022	AFSCME Council 75		AP			857.10
47292	5/10/2022	Aks Engineering & Forestry		AP			10,806.20
47293	5/10/2022	Backflow Management Inc.		AP			255.00
47294	5/10/2022	Brown and Caldwell		AP			3,251.25
47295	5/10/2022	Cable Huston LLP		AP			24,006.00
47296	5/10/2022	CenturyLink		AP			28.40
47297	5/10/2022	City Of Milwaukie		AP			333.60
47298	5/10/2022	Horner Enterprises, Inc.		AP			17,562.01
47299	5/10/2022	Customer Refund		AP			354.52
47300	5/10/2022	Customer Refund		AP			450.90
47301	5/10/2022	Madison Biosolids, Inc.		AP			2,637.94
47302	5/10/2022	North Clackamas Urban Watershed Council		AP			13,875.00
47303	5/10/2022	Oregon DEQ		AP			160.00
47304	5/10/2022	Portland General Electric		AP			2,932.10
47305	5/10/2022	Relay Resources		AP			7,085.19
47306	5/10/2022	SDIS		AP			268.00
47307	5/10/2022	Stein Oil Co Inc		AP			706.27
47308	5/10/2022	Tritech Software Systems		AP			3,600.00
47309	5/10/2022	Unifirst Corporation		AP			2,870.08
47310	5/10/2022	Water Systems Consulting, Inc.		AP			62,073.62
47311	5/10/2022	AnswerNet		AP			758.42
47312	5/10/2022	AWWA		AP			248.00
47313	5/10/2022	Brown and Caldwell		AP			1,652.25
47314	5/10/2022	Cable Huston LLP		AP			2,015.00
47315	5/10/2022	CenturyLink		AP			642.74
47316	5/10/2022	City Of Gladstone		AP			241.28
47317	5/10/2022	Contractor Supply, Inc.		AP			1,713.44
47318	5/10/2022	CTX-Xerox		AP			1,757.07

Bank Reconciliation

Checks by Date

User: Antonio

Printed: 06/02/2022 - 5:28PM

Cleared and Not Cleared Checks

Print Void Checks

47319	5/10/2022	Cues, Inc	AP	5,619.68
47320	5/10/2022	IntelliCorp Records, Inc.	AP	147.60
47321	5/10/2022	J. Thayer Company	AP	71.29
47322	5/10/2022	Employee Reimbursement	AP	191.81
47323	5/10/2022	Murraysmith, Inc	AP	13,145.80
47324	5/10/2022	Napa Auto Parts	AP	39.98
47325	5/10/2022	NCCWC	AP	138,571.06
47326	5/10/2022	Net Assets Corporation	AP	714.00
47327	5/10/2022	Oregon DEQ	AP	300.00
47328	5/10/2022	Portland Engineering Inc	AP	120.00
47329	5/10/2022	Robert HalfTalent Solutions	AP	1,607.60
47330	5/10/2022	Seattle Ace Hardware	AP	53.97
47331	5/10/2022	Unifirst Corporation	AP	125.60
47332	5/10/2022	Verizon Wireless	AP	2,024.00
47333	5/10/2022	Wallis Engineering PLLC	AP	16,222.85
47334	5/13/2022	A Worksafe Service, Inc.	AP	63.00
47335	5/13/2022	Apex Labs	AP	1,980.00
47336	5/13/2022	BMS Technologies	AP	4,168.45
47337	5/13/2022	Cascadia Backflow	AP	1,697.41
47338	5/13/2022	CDR Labor Law, LLC	AP	897.00
47339	5/13/2022	CenturyLink	AP	130.50
47340	5/13/2022	Cintas Corporation - 463	AP	82.66
47341	5/13/2022	City Of Milwaukie	AP	1,781.11
47342	5/13/2022	Consolidated Supply Co.	AP	2,152.66
47343	5/13/2022	Customer Refund	AP	24.81
47344	5/13/2022	D&H Flagging, Inc.	AP	250.00
47345	5/13/2022	Customer Refund	AP	17.44
47346	5/13/2022	J. Thayer Company	AP	62.12
47347	5/13/2022	Customer Refund	AP	166.24
47348	5/13/2022	Customer Refund	AP	152.11
47349	5/13/2022	Northwest Natural	AP	515.73
47350	5/13/2022	One Call Concepts, Inc.	AP	717.36
47351	5/13/2022	Pamplin Media Group	AP	78.99
47352	5/13/2022	Portland General Electric	AP	31,355.66
47353	5/13/2022	Relay Resources	AP	7,085.19
47354	5/16/2022	CDW LLC	AP	6,685.72
47355	5/16/2022	Cintas Corporation	AP	230.91
47356	5/16/2022	Coastal Farm & Home Supply	AP	207.98
47357	5/16/2022	Comcast	AP	1,319.46
47358	5/16/2022	Consolidated Supply Co.	AP	26,081.02
47359	5/16/2022	Contractor Supply, Inc.	AP	417.20
47360	5/16/2022	Employee Reimbursement	AP	131.99
47361	5/16/2022	Craig Blackman Trucking	AP	486.79
47362	5/16/2022	Detemple Company, Inc.	AP	4,586.40
47363	5/16/2022	Customer Refund	AP	10.07
47364	5/16/2022	Customer Refund	AP	2.57
47365	5/16/2022	H.D. Fowler Company	AP	14,291.60
47366	5/16/2022	Customer Refund	AP	3.10
47367	5/16/2022	J. Thayer Company	AP	231.32
47368	5/16/2022	Les Schwab	AP	1,388.43
47369	5/16/2022	Oregon Association of Clean Water Agencies	AP	75.00
47370	5/16/2022	O'Reilly Auto Parts	AP	6.99
47371	5/16/2022	Customer Refund	AP	16.48
47372	5/16/2022	Ritz Safety LLC	AP	578.98
47373	5/16/2022	Customer Refund	AP	158.57
47374	5/16/2022	Seattle Ace Hardware	AP	103.45
47375	5/16/2022	Waste Management Of Oregon	AP	210.37
47376	5/20/2022	Employee Refund	PR	2,043.32
47377	5/20/2022	Employee Paycheck	PR	1,439.64
47378	5/20/2022	Employee Paycheck	PR	875.25
47379	5/19/2022	Aks Engineering & Forestry	AP	1,996.25
47380	5/19/2022	BMS Technologies	AP	3,991.07
47381	5/19/2022	CDW LLC	AP	1,452.90
47382	5/19/2022	City Of Gladstone	AP	11,500.35
47383	5/19/2022	Consolidated Supply Co.	AP	1,983.41
47384	5/19/2022	Convergence Networks	AP	7,367.00
47385	5/19/2022	Gemini Group LLC	AP	6,183.00

Bank Reconciliation

Checks by Date

User: Antonio

Printed: 06/02/2022 - 5:28PM

Cleared and Not Cleared Checks

Print Void Checks

47386	5/19/2022	Grainger, Inc.	AP	892.68
47387	5/19/2022	Mission Communications, LLC	AP	78.00
47388	5/19/2022	North Clackamas Chamber Of Commerce	AP	1,495.00
47389	5/19/2022	Oregon DEQ	AP	160.00
47390	5/19/2022	Robert HalfTalent Solutions	AP	1,607.60
47391	5/19/2022	Customer Refund	AP	1.19
47392	5/19/2022	Customer Refund	AP	328.78
47393	5/19/2022	Seattle Ace Hardware	AP	58.82
47394	5/19/2022	Unifirst Corporation	AP	128.60
47395	5/19/2022	Water Systems Consulting, Inc.	AP	32,893.49
47396	5/23/2022	Employee Paycheck	PR	3,955.42
47397	5/24/2022	KPTV	AP	1,000.00
47398	5/24/2022	Water Environment Services	AP	6,000.00
47399	5/27/2022	Accela, Inc.	AP	9,315.67
47400	5/27/2022	AGB Seismic	AP	2,541.06
47401	5/27/2022	Aks Engineering & Forestry	AP	5,118.82
47402	5/27/2022	Barney & Worth Inc	AP	3,255.00
47403	5/27/2022	Brown and Caldwell	AP	16,846.00
47404	5/27/2022	Buffalo Welding	AP	549.00
47405	5/27/2022	Bullard Law	AP	810.00
47406	5/27/2022	Customer Refund	AP	27.05
47407	5/27/2022	CDW LLC	AP	978.00
47408	5/27/2022	CenturyLink	AP	90.76
47409	5/27/2022	Cintas Corporation - 463	AP	82.66
47410	5/27/2022	Clackamas County	AP	2,859.54
47411	5/27/2022	Consolidated Supply Co.	AP	13,821.83
47412	5/27/2022	Contractor Supply, Inc.	AP	541.00
47413	5/27/2022	Convergence Networks	AP	94.99
47414	5/27/2022	David Evans and Associates, Inc.	AP	7,608.00
47415	5/27/2022	Eugene A1 Coupling & Hose Corporation	AP	5,869.13
47416	5/27/2022	Fackler Construction Company	AP	122,550.00
47417	5/27/2022	H.D. Fowler Company	AP	16,270.11
47418	5/27/2022	Hach Company	AP	3,214.00
47419	5/27/2022	Hartford Fire Insurance Company	AP	10,568.00
47420	5/27/2022	Industrial Repair Service, Inc.	AP	1,508.46
47421	5/27/2022	Metro Overhead Door, Inc.	AP	280.00
47422	5/27/2022	Milwaukie Lumber Company	AP	53.61
47423	5/27/2022	Northstar Chemical, Inc.	AP	702.50
47424	5/27/2022	Oregon DEQ	AP	280.00
47425	5/27/2022	Pacific Power Group	AP	4,672.10
47426	5/27/2022	Pamplin Media Group	AP	406.46
47427	5/27/2022	Portland Engineering Inc	AP	6,715.00
47428	5/27/2022	Robert HalfTalent Solutions	AP	1,926.32
47429	5/27/2022	Seattle Ace Hardware	AP	282.29
47430	5/27/2022	Springbrook National User Group	AP	100.00
47431	5/27/2022	Tice Electric Company	AP	2,000.00
47432	5/27/2022	Customer Refund	AP	81.89
47433	5/27/2022	Verizon Wireless	AP	20.06
47434	5/27/2022	Water Metrics West	AP	1,355.00
47435	5/27/2022	Western Exterminator Company	AP	324.40
47436	5/31/2022	Employee Paycheck	PR	15,188.57
Paper Check Disbursement Activity Subtotal				809,353.28
Voided Paper Check Disbursement Activity				6,000.00
Adjusted Paper Check Disbursement Activity Subtotal				803,353.28

Total Void Check Count:	1
Total Void Check Amount:	6,000.00
Total Valid Check Count:	172
Total Valid Check Amount:	1,056,290.40
Total Check Count:	173
Total Check Amount:	1,062,290.40

STAFF REPORT

To Board of Directors
From Brad Albert, District Engineer
Title Technical Services Monthly Report
Item No. 11d
Date June 21, 2022

Summary

The Board has requested updates at the Regular Meetings of the Board on the status of the District's operations.

Highlights

- Boardman and Arista stakeholder meeting took place. More meetings with stakeholders and update to the Board in the coming months.
- 7-day test of Sewage Lift Station 5.
- Aldercrest Water Main Replacement bid opening and contractor selected.
- Capital Planning for FY23.

Education and Outreach

Staff will be hosting customer tours at the Wastewater Reclamation Facility this summer.

- Wednesday, June 22 at 9am – 10am
- Wednesday, July 13 at 9am – 10am
- Monday, August 22 at 9am – 10am

If you or someone you know would like to join us for a tour, please email alexa@olwsd.org.

The first Oak Grove Farmers Market took place on Thursday, May 19 from 4pm – 8pm. The Farmers Market will take place every Thursday between May 19 and September 8 behind Awakenings Coffee (2144 SE Oak Grove Blvd, Oak Grove, OR 97267). The District will have a booth at the Oak Grove Farmers Market on the following dates:

- Thursday, June 23
- Thursday, July 28
- Thursday, August 25



Communications

The 2021 Water Quality Report is now available online at oaklodgewaterservices.org/WQR in English and Spanish. This is the first year this report is available in Spanish for customers. The District committed to providing customers with safe and reliable drinking water. The Water Quality Report shows the work that goes into maintaining and delivering high quality water from the Clackamas River to your tap. Request a paper copy of the report at info@olwsd.org or call (503) 654-7765. The Water Quality Report was distributed in a variety of ways to reach customers:

- Postcards to all customers with phone number, website and QR code to every bill address.
- Posted on District website
- Posted on District Facebook and Twitter
- Public Notice in Clackamas Review
- Delivered to Community Organizations
- Electronic newsletter to customer listserv

The District has provided information to customers on two compliance driven projects for the wastewater system which started the first week of May with the May/June Customer Newsletter. Updates will continue to be provided throughout the process. Below is a list of ways the District will be communicating the Wastewater Improvement Projects to customers:

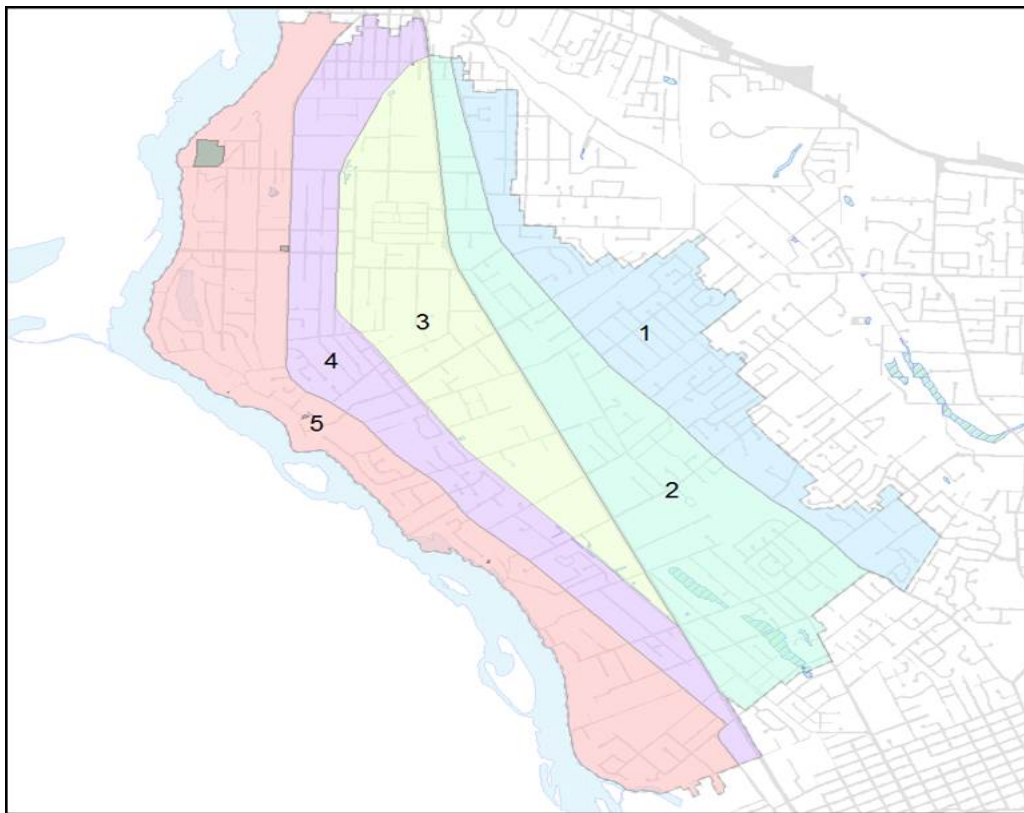
- Customer Newsletter
- Dedicated webpage on the District Website
- Community Presentations (Oak Grove Community Council on May 25, 2022)
- Community Conversation (June 9, 2022 – LIVE via Zoom and recording will be posted on YouTube)
- Individual Community Partner Outreach
- Direct email marketing
- Public Outreach at Community Events (i.e. Oak Grove Farmers Market once a month and the Trolley Trail Fest on July 16, 2022)

- Social Media
- Information about the Community Conversation has also been highlighted in the Clackamas Review

Stormwater Program

Dry weather ended the months of May and June, leaving storm system maintenance at the top of the list of duties required by OLWS staff under the Municipal Separate Storm System (MS4) Permit. Catch basin and pipe cleanings in Zone 4 were completed for the 2021-22 permit year, and Zone 5 is due for the 2022-23 permit year (see illustration of Zones). Under the MS4 Permit, OLWS staff is responsible for inspecting and cleaning catch basins and jetting pipes as needed within the current Zone rotation. This means that according to our stated Permit, the public storm system as owned by Clackamas County is inspected and cleaned at least once every five years.

Map of OLWS Stormwater Maintenance Zones



- Zone 1: Oatfield Drive east to District Boundary
- Zone 2: Highway 99E to Oatfield Drive
- Zone 3: Arista/ Trolley Trail to Highway 99E
- Zone 4: River Road to Arista/ Trolley Trail
- Zone 5: Willamette River to River Road

The storm system on Linden Lane and Courtney Avenue was recently completed at the Reese subdivision. As part of development, an analysis of the local hydrogeomorphology is completed

and storm facilities are required to match and support the amount of impervious surface being installed on what once was green space. The green space acts like a sponge, and when hardscape takes its place, it means that the precipitation which once soaked into the lot now needs to be channeled off site. Storm updates are designed to provide adequate capacity for the increased amounts of impervious pavement, driveways, and rooftops from the subdivision. Runoff from the new subdivision will flow to Linden Creek and then north and west towards the Willamette. These changes are reviewed and approved by staff at Clackamas County Department of Transportation and Development.

Inspections of Erosion Control permits continue every few weeks throughout the summer season. New permits are reviewed by the OLWS Development Review Specialist and then are regularly inspected by the Water Quality Coordinator. Complaints about erosion come to the Water Quality Coordinator for immediate inspection in the field. Complaints occur infrequently, but customers in Oak Lodge are aware of erosion issues and are very good about alerting OLWS of possible problems. If a problem is spotted, staff work with contractors to correct for the issue and provide technical support and education as needed before the problem becomes a larger issue or requires enforcement or fines.




Permit Activity – May 2022


FY2021-2022	<i>This Month</i>	<i>Last Month</i>	<i>Fiscal Year-to-Date</i>	<i>This Month Last Year</i>	<i>Last Year-to-Date</i>
Pre-applications Conferences	1	0	13	3	20
New Erosion Control Permits	6	2	33	1	58
New Development Permits	4	1	19	1	15
New Utility Permits	3	4	42	2	72
Wastewater Connections	1	0	12	1	37
Sanitary SDC Fees Received	\$6,121	\$0	\$62,936	\$5,165	\$294,662
Water SDC Fees Received	\$941	\$47,737	\$177,127	\$21,217	\$252,158
Plan Review Fees Received	\$1,200	\$3,711	\$26,484	\$3,436	\$88,093
Inspection Fees Received	\$1,550	\$2,480	\$20,903	\$2,980	\$37,118

Attachments

1. Development Tracker
2. Capital Project Tracker
3. Social Media Content Calendar






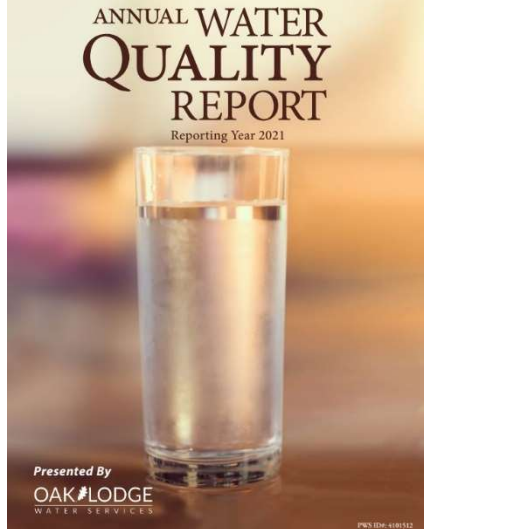

Project Status	Address	Type of Development	Notes	Last Updated
Under Construction	4410 SE Pinehurst Ave.	Residential: 17-lot Subdivision	Final Inspections Pending. Next step: asbuilt review and bond release.	6/1/22
Under Construction	13505 SE River Rd.	Residential: Rose Villa Phase 4 Medical Building and Replace Dwelling Units	Final Inspections Pending. Next step: asbuilt review and bond release.	6/1/22
Under Construction	1901 SE Oak Grove Blvd.	Redevelopment: Replace a portion of existing New Urban School	Final Inspections Pending. Next step: asbuilt review and bond release.	6/1/22
Under Construction	19315 SE River Rd.	Residential: 2-lot Partition	Final Inspections Pending. Next step: asbuilt review and bond release.	6/1/22
Under Construction	SE Jennings Ave., SE Oatfield Rd. to SE McLoughlin Blvd.	Capital Improvement: CC DTD Jennings Ave Roadway expansion and regional stormwater treatment	Current OLWSD review	6/1/22
Approved for Construction	15603 SE Ruby Dr.	Residential: 3-lot Partition	Awaiting Construction Commencement	6/1/22
Under Construction	6364 SE McNary Rd.	Residential: 15-lot Partition	Final Inspections Pending. Next step: asbuilt review and bond release.	6/1/22
Under Construction	2316 SE Courtney Ave.	Residential: 14 rowhomes and 6 single family dwellings	OLWSD Inspections Occuring	6/1/22
Under Construction	4322 SE Pinehurst Ave.	Residential: 7-lot subdivision	OLWSD Inspections Occuring	6/1/22
Under Construction	SE McLoughlin Blvd. Area	CC DTD Paving Project	OLWSD Performing Erosion Control Inspections	6/1/22
Approved for Construction	SE Thiessen Area	CC DTD Paving Project	OLWSD Performing Erosion Control Inspections	6/1/22
Plan Review	3870 SE Hillside Dr.	Residential: Modification of previously approved 13-lot subdivision	Current OLWSD Review	6/1/22
Plan Review	15515 SE Wallace Rd.	Residential: 2-lot Partition	Current OLWSD review	6/1/22
Plan Review	3421 SE Vineyard Rd.	Residential: Two tri-plexes and one duplex	Current OLWSD Review	6/1/22
Plan Review	21E11AB01100 (SE River Rd. @ SE Maple St)	Residential: 7-lot subdivision	Current OLWSD Review	6/1/22
Plan Review	16103 SE Southview Ave	Residential: 7-lot subdivision	Current OLWSD Review	6/1/22
Plan Review	13822 SE Oatfield Rd	Residential: 10-lot subdivision	Current OLWSD Review	6/1/22
Plan Review	5901 SE Hull Ave.	Redevelopment: Candy Lane School	Current OLWSD Review	6/1/22
Land Use Application	16468 SE Warnock Ln.	Residential: 2-lot Partition	Current OLWSD Review	6/1/22
Pre-Application	14601 SE Rupert Dr.	Residential: Duplex	Pre-app Comments sent to CCDDT. County land use expiration timeline.	6/1/22
Pre-Application	15215 SE Oatfield Rd	Residential: 3-lot Partition	Pre-app Comments sent to CCDDT. County land use expiration timeline.	6/1/22

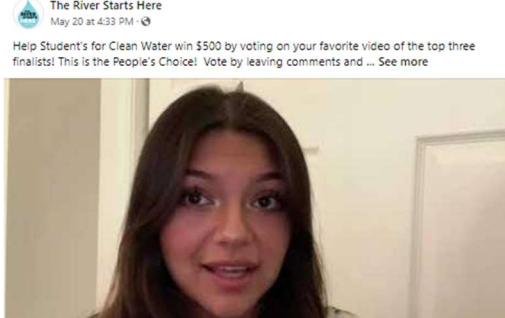


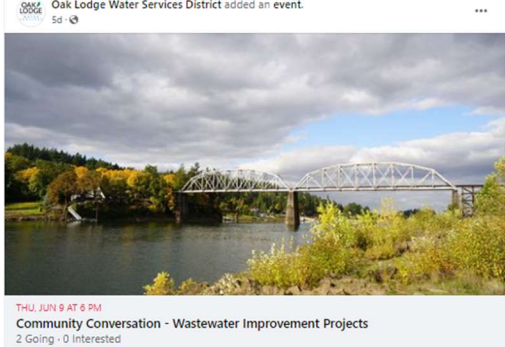
<p>5/4</p>	<p>As we head further into spring and start to turn on irrigation systems, one of the most important things you can do to help save water is make sure your irrigation system is functioning properly and efficiently.</p> <p>Watering your yard is the main way that water is lost either through over-watering or inefficient systems. Clackamas River Water Providers offers free Landscape Water Audits during the watering season to help District customers find ways to use less water and improve their system.</p> <p>To schedule your free Landscape Water Audit visit: https://www.clackamasproviders.org/landscape-water-audits/</p>	
<p>5/6</p>	<p>Celebrate Drinking Water Week by voting for the 2023 water conservation calendar cover page!  14</p> <p>Students from around Clackamas County demonstrate their knowledge of water by creating pictures that reflect the calendar theme. The theme of the 2023 calendar is “Our Healthy Watershed”. From our District, you will see a submission from Candy Lane Elementary.</p> <p>Vote now for your favorite on the Clackamas River Water Providers website: https://www.clackamasproviders.org/conservation-calendar-vote/</p>	 <p>Ava Blythe Age 11 5th grade Candy Lane Elementary</p>

<p>5/6</p>	<p>The Oak Lodge Water Services Board of Directors has been seeking to reorganize OLWS as a Joint Water & Sanitary Authority. On May 5, 2022, the Clackamas County Board of County Commissioners approved the transition from a District to an Authority.</p> <p>Registered voters will have the opportunity to elect the governing body of the Oak Lodge Water Services Authority at the Special Election on August 23, 2022.</p> <p>“We’re pleased to be able to provide the benefit of increased security and stability for our customers through this process,” said Susan Keil, Board President.</p> <p>For questions on the Authority, please contact Alexa Morris, Outreach & Communications Specialist, at (503) 353-4219 or by email at alexa@olwsd.org.</p>							
<p>5/10</p>	<p>Our partners at the North Clackamas Watersheds Council are hosting a lunch time workshop series. More information below.</p>	 <p>North Clackamas Watersheds</p> <p>Free online workshop series</p> <table border="1"> <tr> <td>Mon</td> <td>Tues</td> <td>Wed</td> </tr> <tr> <td>5/16</td> <td>5/17</td> <td>5/18</td> </tr> </table> <p>Details & RSVP: tinyurl.com/nclwatersheds On Zoom, 12-1pm; Q&A til 1:30</p> <p>Get to Know North Clackamas Watersheds We'll start by learning what and where the North Clackamas watersheds are, and how to protect them both individually and together. We'll discuss how urbanization has affected these watersheds, and dive into the best ways to steward these streams.</p> <p>Wildlife in North Clackamas Watersheds Continue getting to know the watersheds by learning about wildlife that live here, where to spot them, and challenges they face from urbanization & climate change. Let's bust some myths and learn how we can support wildlife in our watersheds.</p> <p>North Clackamas Watersheds, People, & Place How our watersheds affect us. Continue getting to know the watersheds by exploring the connections between human and watershed health. From birth weight to longevity, learn why canopy and nature are crucial to our shared futures.</p> <p>Photos by Steve Berliner & Metro. Thanks to our funders:</p> <p>CLACKAMAS WATER ENVIRONMENT SERVICES OAK LODGE WATER SERVICES Free online workshop series by NORTH CLACKAMAS WATERSHEDS COUNCIL</p>	Mon	Tues	Wed	5/16	5/17	5/18
Mon	Tues	Wed						
5/16	5/17	5/18						

OAK LODGE

WATER SERVICES

<p>5/11</p>	<p>The Board of Directors will hold a regular meeting on Tuesday, May 17, 2022 at 6:00 pm. View the full agenda and information to attend the meeting: https://bit.ly/3L6flcM</p>	 <p>Virtual Board of Directors Meeting May 17, 2022 at 6:00 p.m.</p>  
<p>5/16</p>	<p>Come visit us today between 4pm-8pm at the Awakening Coffee Farmers Market! We will have some items to help you start building your emergency preparedness kit and more.</p>	  <p>AWAKENING COFFEE</p> <p>Thursday Farmers Market 4-8 p.m. May 19- Sept 8th</p> <p><small>Historic Downtown Oak Grove March 28 - ☺ Exciting news for downtown Oak Grove! Awakening Coffee LLC is launching a Thursday Farmers Market from 4-8 pm, running from May 19th to Sept 8th.</small></p>
<p>5/24</p>	<p>We're committed to providing you with safe and reliable drinking water. The Water Quality Report shows the work that goes into maintaining and delivering high quality water from the Clackamas River to your tap.</p> <p>The 2021 Water Quality Report is now available online at oaklodgewaterservices.org/WQR in English and Spanish. Request a paper copy of the report at info@olwsd.org or call (503) 654-7765.</p>	 <p>ANNUAL WATER QUALITY REPORT Reporting Year 2021</p>  <p>Presented By OAK LODGE WATER SERVICES</p> <p><small>PHOTO: ©1981512</small></p>

<p>5/24</p>	<p>Vote for your favorite student video maker by liking or commenting on the YouTube video below. Your votes will help one student win \$500!</p>	
<p>5/27</p>	<p>Community Conversation – Wastewater Improvement Projects</p> <p>The District has two large compliance-driven projects for our wastewater system that require immediate action. Both projects are in the early planning stages.</p> <p> Trunk Main Capacity Project will reduce the risk of wastewater escaping into our local waterways following winter storms.</p> <p> Tertiary Treatment Project at our Water Reclamation Facility will help meet new, more stringent permit requirements for treated water that is returned to the Willamette River.</p> <p>Learn more about these projects at the District’s upcoming Community Conversation via Zoom on Thursday, June 9 at 6:00 pm. Registration is required to receive a link and password to attend the session.</p> <p>Register now: https://bit.ly/cc-june9</p> <p>The Community Conversation will also be recorded and shared on our website. If you are unable to attend and would like to receive a link to watch the recording, email the word “WASTEWATER” to alexa@olwsd.org.</p> <p>If you have trouble accessing any of the links please contact Alexa Morris at (503) 353-4219 or alexa@olwsd.org.</p>	



STAFF REPORT

To Board of Directors
From Jeff Page, Utility Operations Director
Operations Staff
Title Field Operations Monthly Report
Item No. 11e
Date June 8, 2022, for June 21, 2022, Meeting

Summary

The Board has requested updates at the Regular Meetings of the Board on the status of the District's Operations.

Highlights of the Month

- Collections Team Operations
- Water Team Operations
- Asset Management
- Non-Revenue Water
- Clackamas River Flowrates

Collections Team Operations

The Collections Team commenced work below in May:

- Zone 5 stormwater system inspections and cleaning (Photo 1).
- Continuance of routine cleaning and televising of collection system. The slow easement work has ended, and we are headed into easier to access areas.
- Aided the Water Team with a repair of the vent screen atop the View Acres east reservoir (Photos 2- 4).
- Underground utility locate requests.
- Support for sanitary system Master Planning efforts related to the collection system.
- Maintenance, inspections, and repair of lift stations.
- Televising and inspections of newer laterals prior to the ending of the contractor's 1-year warranty period.

Water Team Operations

In May, the Water Team stayed busy making repairs, performing billing and customer service activities, and locating underground facilities. Below are some of their highlights:

- Ongoing maintenance, repair, and replacement of fire hydrants. New tools were purchased to gain efficiencies and increase safety.
- Replacement of 29 water meters.
- Large leak repair at 14522 SE River Road with a water-loss of approximately 350,000 gallons (Photos 5 & 6).
- Bell-joint repair on cast iron pipe on Glen Echo (Photo 7).
- Concrete work on Addie Street.
- Performed water quality flushing.
- Located water main valves, air relief valves, and other appurtenances for records related to our 24-inch supply line from the Commission.

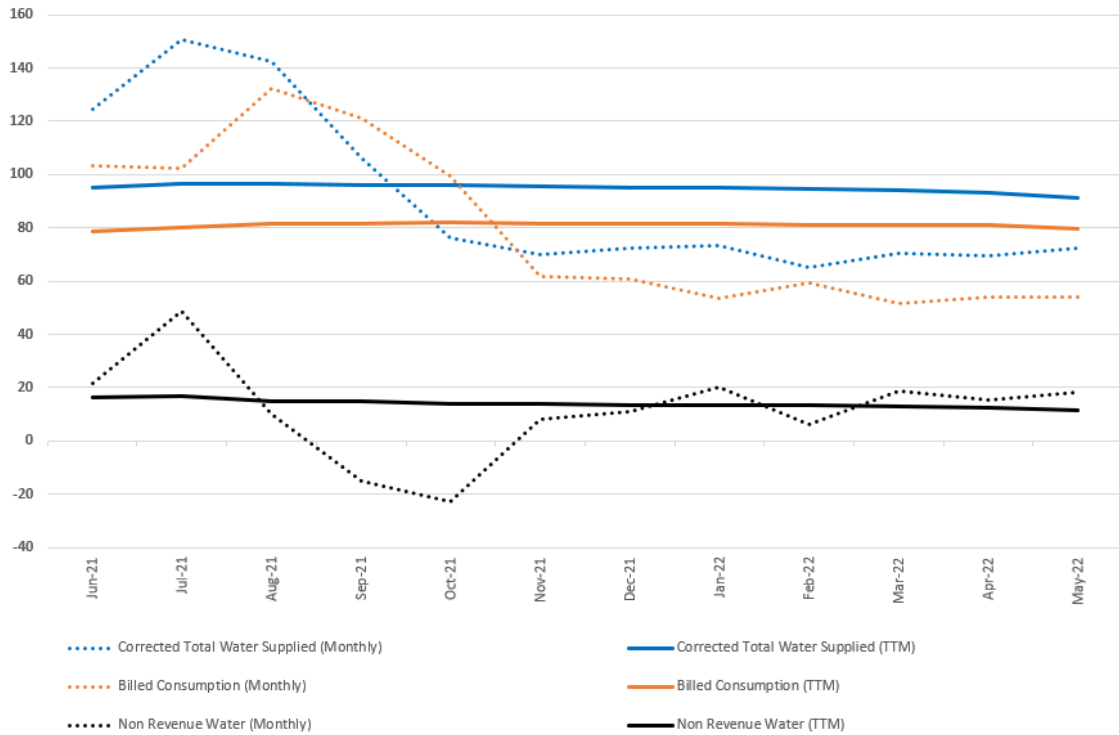
Asset Management

- Implemented water-loss tracking module in Lucity to help us record hydrant flushing use, losses from pipe breaks, and authorized non-metered use from the fire department. Water use and losses are now tied to infrastructure. Both recent and historical data has been entered and reports can be created.
- Sanitary Sewer Lateral Inspections: In the early stages of moving the tracking for lateral inspections/repair from a spreadsheet to a module in Lucity. Working on getting the information from the last couple of years into Lucity.
- Fleet: Finished adding the last couple of years of historical data related to repair and maintenance costs and other items for each unit. We are currently caught up through this March.

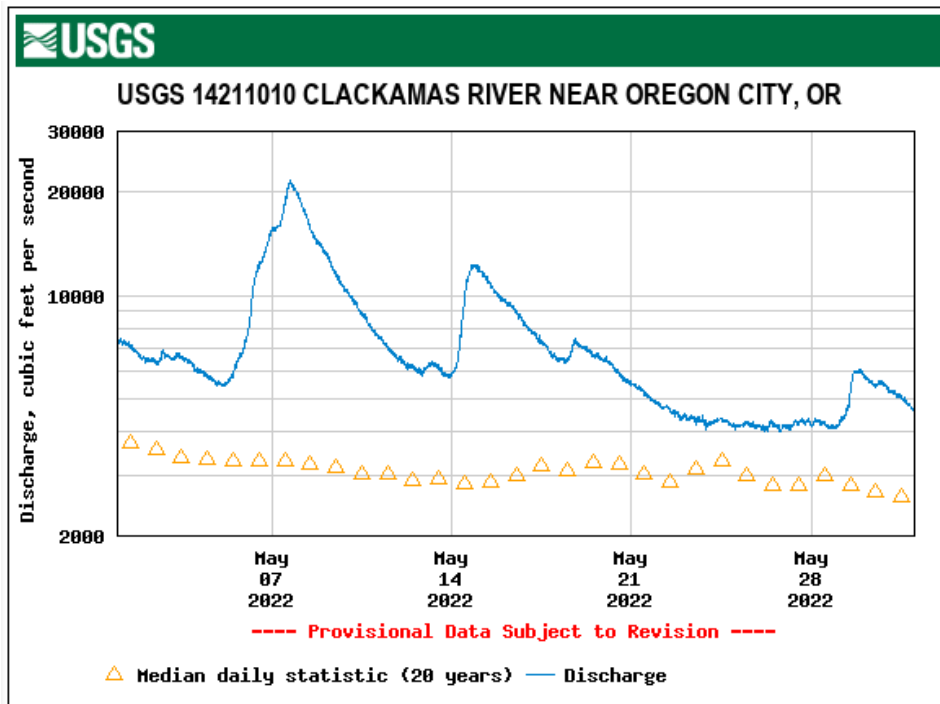
Non-Revenue Water

Total water purchased in December was 72.3 million gallons. Non-revenue water totaled 18.3 million gallons with 1.1 million gallons in apparent losses (“paper losses”), 16.9 million gallons in real losses (leakage in the system), and 300,000 gallons for unbilled authorized consumption (fire department use and OLWS water quality flushing). The average per-month non-revenue water from June 2021 through May of 2022 is 11.7 million gallons. The solid black *Non Revenue Water Trailing Twelve Month (TTM)* trendline below indicates a slow, steady decline in non-revenue water since last July. Another indication NRW has declined over this period is a slight convergence of the solid orange *Billed Consumption TTM* with the solid blue *Corrected Total Water Supplied TTM*.

OLWSD NRW in MG per Month Unadjusted & Trailing Twelve Month (TTM) Average



Clackamas River Flowrates



Clackamas River daily discharge for May 2022, compared with 20-year daily median.



Location of Clackamas River flow-monitoring site

Attachments

1. Photo Pages of May 2022 Work
2. Water Purchased Report
3. Water Services Report
4. Collections Report

Field Operations Photo Pages for May 2022



Photo 1: Zone 5 stormwater system work



Photo 2: Finer vent screening needed for smaller debris



Photo 3: Finer vent screen installed



Photo 4: Repair complete



Photo 5: Main leak in front of 14522 SE River Road



Photo 6: Broken pipe removed from River Road leak

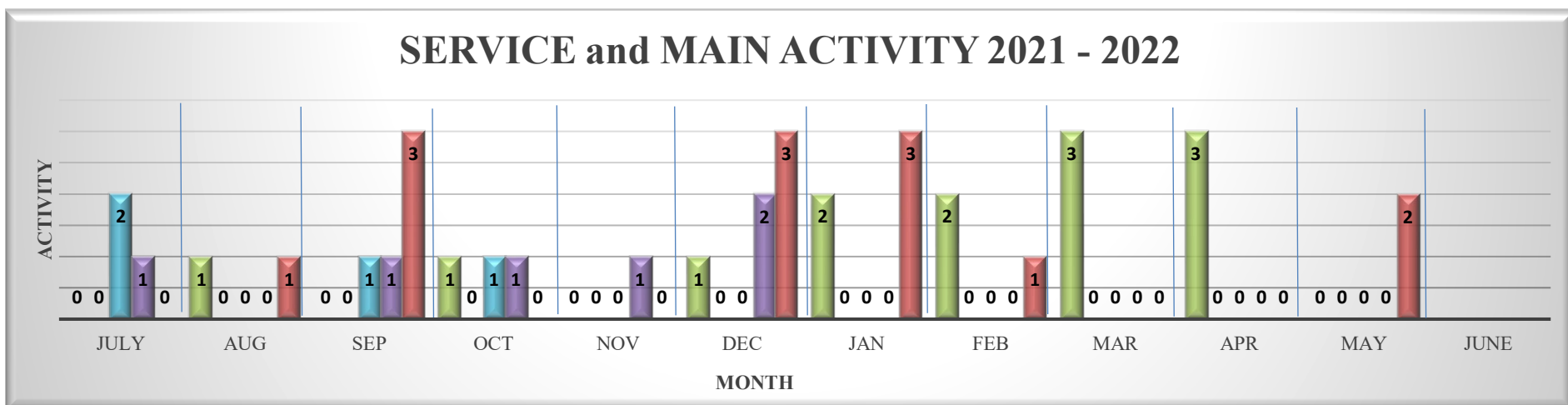
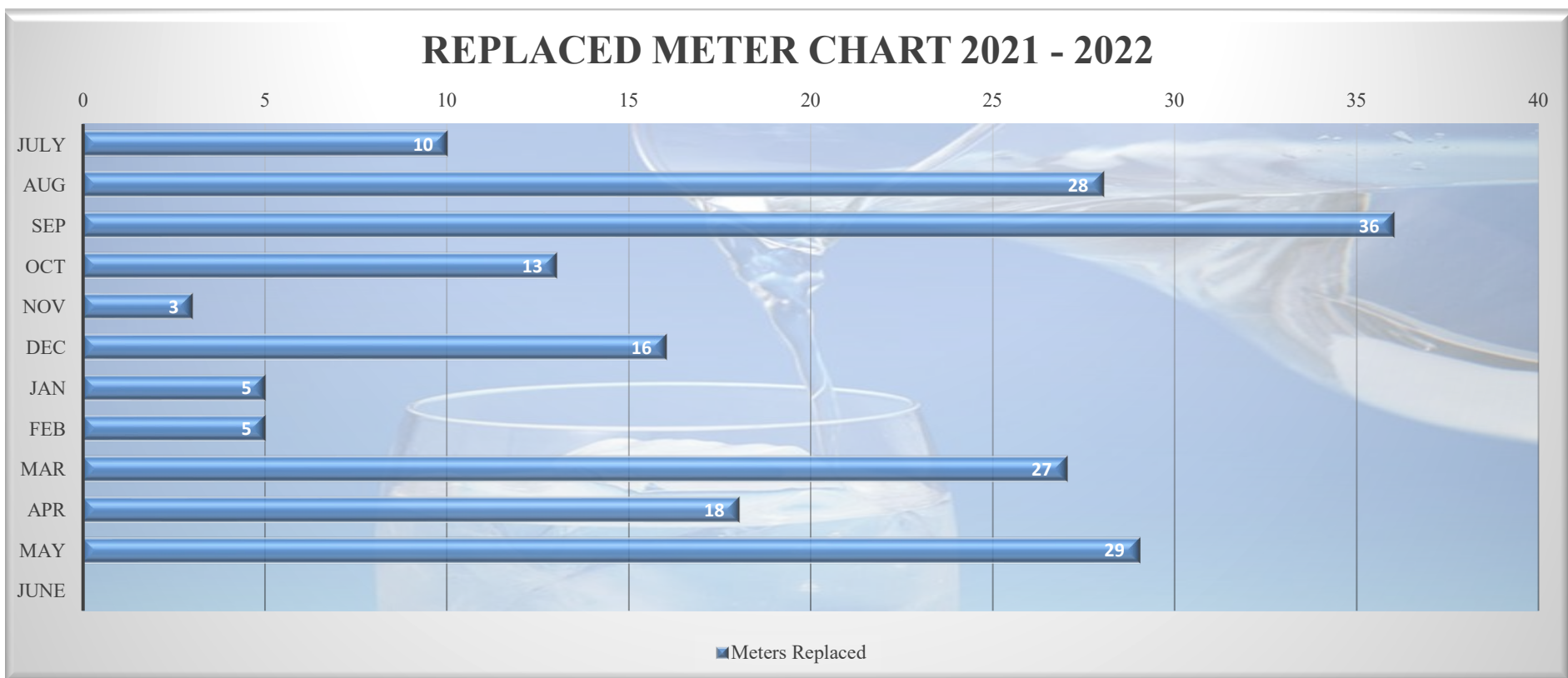


Photo 7: Bell-joint repair on Glen Echo

Water Purchased from NCCWC By Month and Year

Year	Fiscal 1st Half						Fiscal 2nd Half						Yearly Total	Percent of Average Total	Average Daily Demand (MG)
	July	August	September	October	November	December	January	February	March	April	May	June			
12/13	108,236,000	142,023,000	121,981,000	90,545,000	73,672,000	72,454,000	73,277,000	72,051,000	63,866,000	71,906,000	86,085,000	101,278,000	1,077,374,000	97.11%	2.95
13/14	132,837,000	144,354,000	103,403,000	75,217,000	72,624,000	73,180,000	72,052,000	74,566,000	63,886,000	72,171,000	77,889,000	97,978,000	1,060,157,000	95.55%	2.90
14/15	120,411,000	135,271,000	120,008,000	78,257,000	69,534,000	66,200,143	70,840,857	70,318,000	63,972,000	71,515,000	77,173,000	121,185,000	1,064,685,000	95.96%	2.92
15/16	151,728,000	139,696,000	105,238,000	92,781,000	83,966,000	85,368,000	93,522,000	82,637,000	76,044,000	86,443,000	90,989,000	114,745,667	1,203,157,667	108.44%	3.30
16/17	128,722,333	144,599,000	113,212,000	77,196,000	72,766,000	72,839,000	80,205,000	75,867,000	68,040,000	73,822,000	74,515,000	101,310,000	1,083,093,333	97.62%	2.97
17/18	136,262,000	154,085,000	122,113,000	79,860,000	75,718,000	73,584,000	74,389,000	73,219,000	66,754,000	74,713,000	87,263,000	115,543,000	1,133,503,000	102.16%	3.11
18/19	136,887,000	158,433,000	112,001,000	86,062,000	77,769,000	79,690,000	81,040,000	78,594,000	70,790,000	76,199,000	102,519,000	116,626,000	1,176,610,000	106.05%	3.22
19/20	120,368,000	132,181,000	105,200,000	75,825,000	76,089,000	74,759,000	75,848,000	75,918,000	70,192,000	79,173,000	80,872,000	93,438,000	1,059,863,000	95.53%	2.90
20/21	119,901,000	146,849,000	120,624,000	80,370,000	76,317,000	73,867,000	76,249,000	77,591,000	66,772,000	79,962,000	95,224,000	113,270,000	1,126,996,000	101.58%	3.09
21/22	150,066,000	148,100,000	116,597,000	76,854,000	69,797,000	72,174,000	73,547,000	65,192,000	70,311,000	69,583,000	72,285,000		984,506,000		2.94
	Average	Average	Average	Average	Average	Average	Average	Average	Average	Average	Average	Average	Average Total		
	130,541,833	144,559,100	114,037,700	81,296,700	74,825,200	74,411,514	77,096,986	74,595,300	68,062,700	75,548,700	84,481,400	108,374,852	1,109,493,222		

Oak Lodge Water Services Water Report



Fiscal Year 2021 - 2022	Month	Meters Replaced	New Services	Iron Services Renewed	Plastic Services Renewed	Service Leaks Repaired	Main Leaks Repaired
2021	July	10	0	0	2	1	0
2021	Aug	28	1	0	0	0	1
2021	Sep	36	0	0	1	1	3
2021	Oct	13	1	0	1	1	0
2021	Nov	3	0	0	0	1	0
2021	Dec	16	1	0	0	2	3
2022	Jan	5	2	0	0	0	3
2022	Feb	5	2	0	0	0	1
2022	Mar	27	3	0	0	0	0
2022	Apr	18	3	0	0	0	0
2022	May	29	0	0	0	0	2
2022	June	0	0	0	0	0	0
Yearly Total		190	13	0	4	6	13

Backflow Program Update for the Month of March 2022

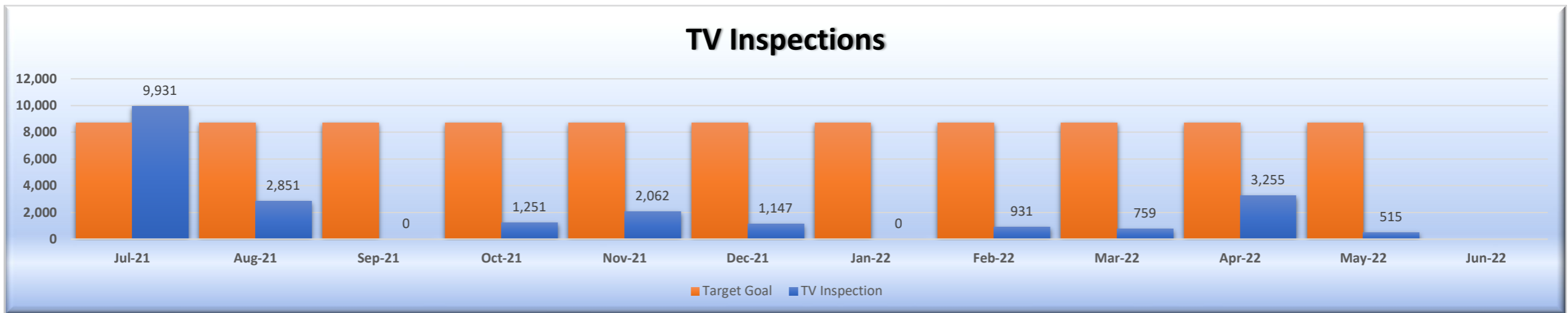
Total Facilities						
1,424						
Signed up to Date	Devices Repaired	New Installations	Notice of Non-Compliance	Notice of Violation	Notice of Termination	Force Test
918	3	4	0	0	0	28
64%						

Percentage of Participants

64% Signed Up, 36% Remaining

List of Backflow Letters	
Letter 1	Notice of Non-Compliance District made aware (30 days to respond)
Letter 2	Notice of Violation Customer has final 30 days to correct
Letter 3	Notice of Termination of water service Customer has 5 days til water shut off

Oak Lodge Water Services Collections Report



FY 2017-2018

Month	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Current Month %	To Date Totals	Year 1 % Complete	5 Year %	Total Feet Remaining
TV Inspection	2,512	11,906	13,532	8,961	4,566	4,987	5,092	1,548	1,942	9,212	7,875	6,239		78,372	74.87%	14.97%	445,020
Hydrocleaning	6,967	8,539	13,085	10,206	4,472	2,328	4,723	513	4,906	8,953	8,638	5,367		78,697	75.18%	15.04%	444,695
Target Goal	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723		104,678	100.00%	20.00%	418,714
Actual to Goal	-3,984	1,499	4,585	860	-4,204	-5,066	-3,816	-7,693	-5,299	359	-467	-2,920		-26,144			
Grease Line	3,625	5,105	3,276	3,625	10,227	3,859	3,625	4,757	3,625	3,276	11,061	4,225		60,286			

FY 2018-2019

Month	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Current Month %	To Date Totals	Year 2 % Complete	5 Year %	Total Feet Remaining
TV Inspection	4,308	10,281	10,488	3,388	5,886	13,480	3,283	8,993	4,635	1,657	4,923	15,854		87,176	83.28%	31.63%	357,844
Hydrocleaning	3,619	9,456	6,197	13,307	2,636	16,171	1,124	11,765	14,542	3,289	287	0		82,393	78.71%	30.78%	362,302
Target Goal	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723		104,678	100.00%	40.00%	314,035
Actual to Goal	-4,760	1,145	-381	-376	-4,462	6,102	-6,520	1,656	865	-6,250	-6,118	-796		-19,894			
Grease Line	3,276	4,757	3,625	3,625	3,625	2,192	5,105	3,625	2,963	10,872	4,006	3,276		50,947			

FY 2019-2020

Month	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Current Month %	To Date Totals	Year 3 % Complete	5 Year %	Total Feet Remaining
TV Inspection	16,502	768	0	7,139	5,272	8,798	11,449	8,537	7,246	0	249	2,647		68,607	65.54%	44.74%	289,237
Hydrocleaning	21,557	0	0	7,709	9,405	9,493	11,164	0	9,414	0	0	0		68,742	65.67%	43.91%	293,560
Target Goal	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723		104,678	100.00%	60.00%	209,357
Actual to Goal	10,306	-8,339	-8,723	-1,299	-1,385	422	2,583	-4,455	-393	-8,723	-8,599	-7,400		-36,004			
Grease Line	1,480	3,276	3,276	1,480	9,392	3,276	3,625	3,625	3,625	0	0	5,105		38,160			

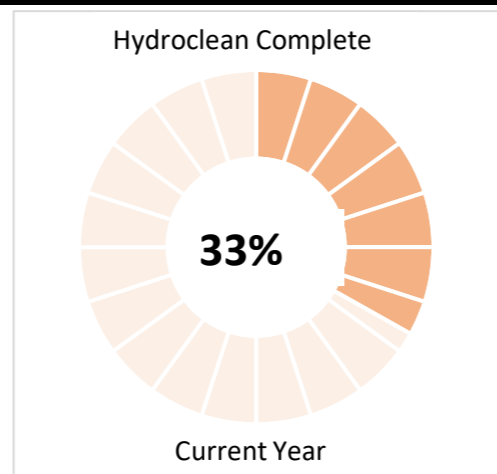
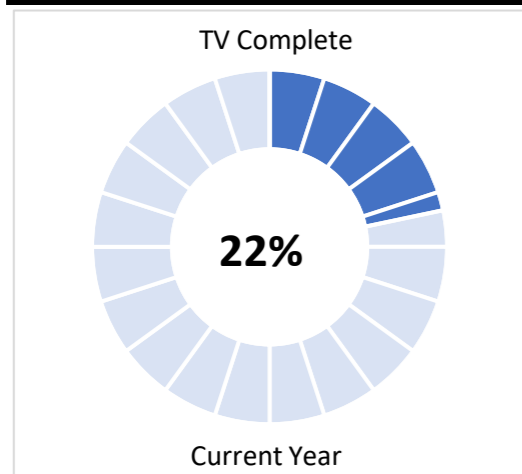
FY 2020-2021

Month	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Current Month %	To Date Totals	Year 4 % Complete	5 Year %	Total Feet Remaining
TV Inspection	8,953	11,292	2,624	3,632	0	0	8,280	22,402	11,251	0	8,528	7,683		84,645	81%	60.91%	204,592
Hydrocleaning	4,205	11,108	2,911	0	0	0	761	0	11,066	3,410	6,003	9,365		48,829	47%	53.24%	244,731
Target Goal	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723		104,678	100%	80.00%	104,679
Actual to Goal	-2,144	2,477	-5,956	-6,907	-8,723	-8,723	-4,203	2,478	2,435	-7,018	-1,458	-199		-37,941			
Grease Line	2,169	9,084	2,963	4,757	2,192	3,616	10,863	2,891	3,267	3,054	2,824	3,680		51,360			

FY 2021-2022

Month	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Current Month %	To Date Totals	Year 5 % Complete	5 Year %	Total Feet Remaining
TV Inspection	9,931	2,851	0	1,251	2,062	1,147	0	931	759	3,255	515		6%	22,702	22%	65.25%	181,890
Hydrocleaning	8,999	3,846	2,945	631	0	0	1,029	5,255	3,471	0	8,518		98%	34,694	33%	59.87%	210,037
Target Goal	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723		100%	95,953	100%	100.00%	8,726
Actual to Goal	742	-5,375	-7,251	-7,782	-7,692	-8,150	-8,209	-5,630	-6,608	-7,096	-4,207			-67,255			

Total Feet	523,392	523,392	523,392	523,392	523,392	
Target Per Year	104,678	104,678	104,678	104,678	104,678	
Target Per Month	8,723	8,723	8,723	8,723	8,723	
Actual Per Year TV	78,372	87,176	68,607	84,645	22,702	181,890
Actual Per Year Hyd	78,697	82,393	68,742	48,829	34,694	210,037
Make up	-26,144	-19,894	-36,004	-37,941	-75,980	
Percent Completed	75%	81%	66%	64%	27%	63%





STAFF REPORT

To Board of Directors
From David Hawkins, Interim Plant Superintendent
Title Plant Operations Monthly Report
Item No. 11f
Date May 25, 2022 for June 21, 2022

Summary

The Board has requested updates at the Regular Meetings of the Board on the status of the District's Operations.

Highlights of the Month

- Water Reclamation Facility Status
- Lift Station #5 Shakedown
- Redundancy Module Failure in Secondary Building
- First Month of New Permit

Water Reclamation Facility Operations and Maintenance

The month of May started out with unusually high rainfall in the area, with The Water Reclamation Facility (WRF) reporting 1.15 inches of rain during the 24-hour period of May 2nd. This late spring rain caused flows at the treatment plant to jump from 3.74 million gallons a day (MGD) to 7.07 MGD in 24 hours, with peak instantaneous flows of over 12 MGD during the heaviest rain downfalls. And the storm wasn't done yet. For the next 6 days the WRF proceeded to see an additional inch of rainfall, and the higher influent flows one would expect from such a large storm. Under normal circumstances, this would be a challenge for operators, but we had started our new, more stringent, permit on May 1st, which made it very trying on the team. I am pleased to report that Operations was able to maintain a stable process throughout the week and laboratory tests show we maintained permit compliance throughout the high flow periods.

On May 11th the first testing and control shakedown was conducted on the newly rebuilt lift station #5. Operators and Maintenance staff were able to carve out half a day to go down and learn more about the station and the process control strategies. Typically, when these initial shakedowns take place, bringing the pump fully online is far behind. Right now, Operator training is scheduled for the first week of June, with a 7-day testing to follow the week after. Once the 7-day testing period is completed, the temporary pumps will be removed, and the pump station will be live.

On the morning of Saturday, May 7th the WRF (Water Reclamation Facility) experienced a critical failure in a redundancy module tied to a PLC (Programmable Logic Controller) in the old Secondary Clarifier building. This failure ultimately knocked out the middle portion of the treatment facility: RAS (Return Activated Sludge) pumps, clarifier drives, and blowers were all shut off. Operators working that day quickly identified the problem and Portland Engineering, who the District uses for onsite programming, were able to respond and hot swap the redundancy module to bring the equipment back online. Thanks to quick action on the part of the operators and Portland Engineering, permit compliance was maintained, and no major issues arose.

As most already know, District staff have spent the last 9 months working with DEQ on getting a new National Pollutant Discharge Elimination System (NPDES) permit. OLWS had not had a new permit issued since 2005. After months of work, in late April, DEQ finally issued OLWS a new permit, and that permit started on May 1st. NPDES permits are supposed to be issued every 5 years, but more often than not, they are administratively extended for years, if not decades. Now that the dust has settled and we are comfortably underway with the new permit, I would like to recognize all OLWS staff for their hard work during this time. This was the first time I was part of a permit issuance, and I have a hunch it is like buying a house – you never do it regularly enough to get good at it. Kudos to all staff and Board members for a job well done.

Attachments

1. Photo Pages of May 2022 work
2. Rainfall vs. Flow Data Correlation for December 2021-May 2022
3. Plant Performance BOD-TSS Graph for December 2021-May 2022
4. Work Order Summary Graph May 2022

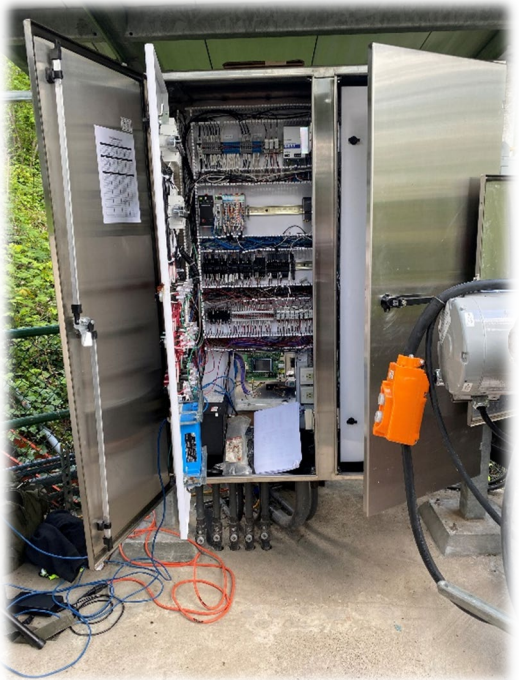
Plant Operations Photo Page



Lift Station 5 shakedown on May 11th



Inside the newly improved Lift Station 5

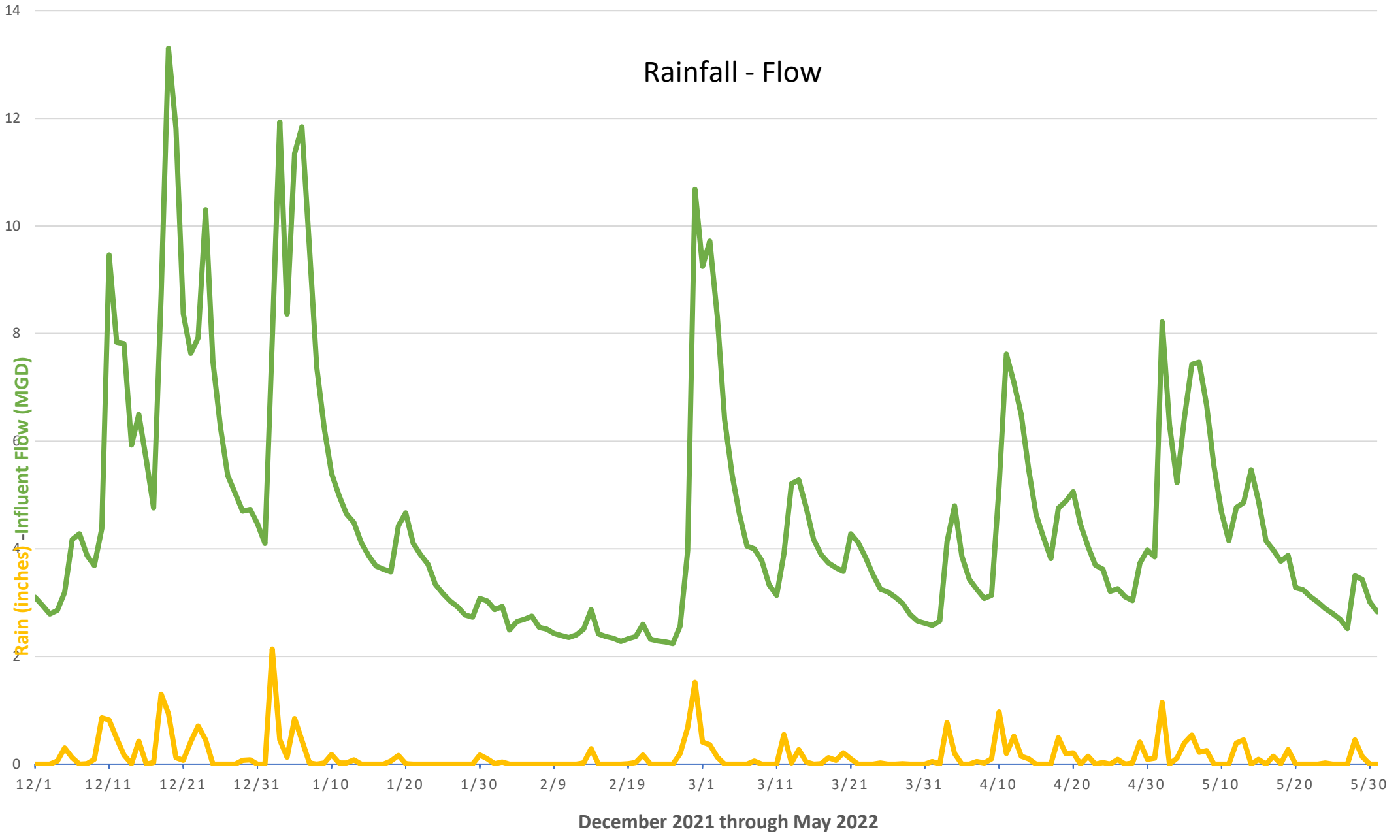


Lift Station 5 electrical panel.

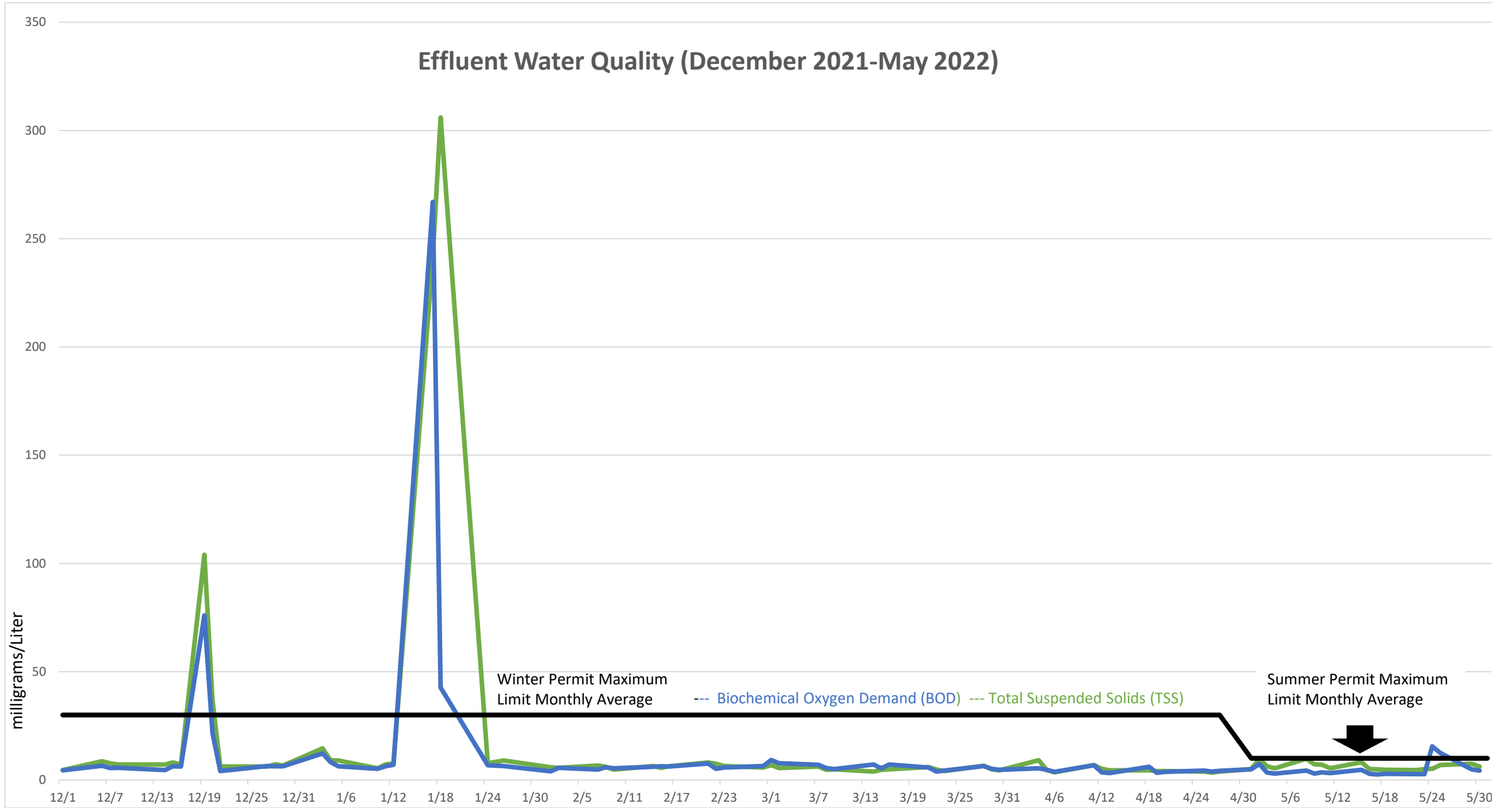


Fresh batch of hoses being placed on Aeration basins.

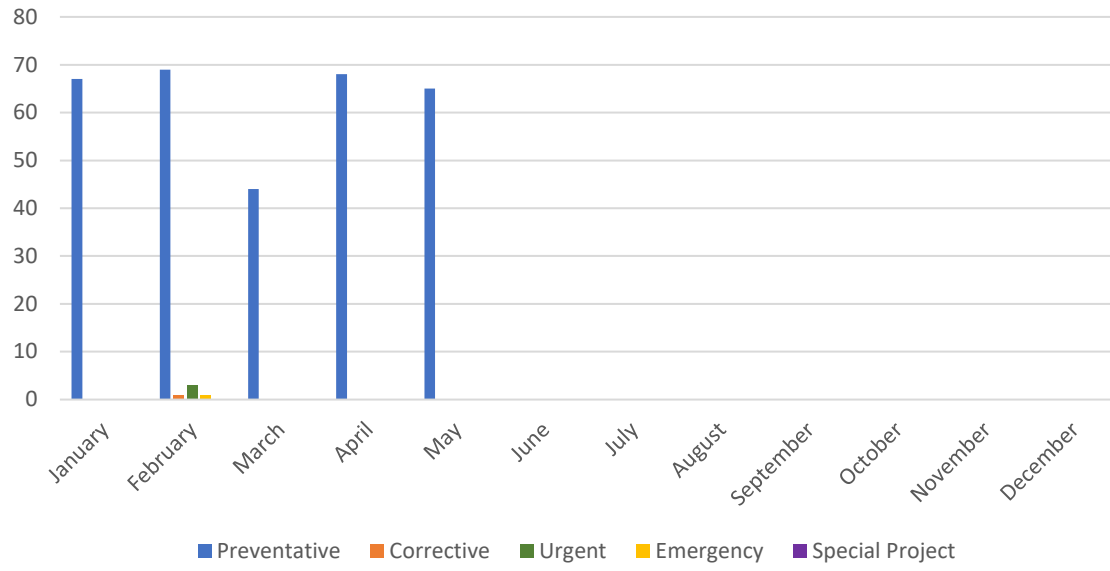
Rainfall - Flow



Effluent Water Quality (December 2021-May 2022)



Treatment Plant Work Order Summary 2022





AGENDA ITEM

Title	Call for Public Comment
Item No.	12
Date	June 21, 2022

Summary

The Board of Directors welcomes comment from members of the public.

The Board of Directors may elect to limit the total time available for public comment or for any single speaker depending on meeting length.



AGENDA ITEM

Title	Recess to Executive Session
Item No.	13
Date	June 21, 2022

Summary

Convene Executive Session under ORS 192.660(2)(i) to review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

OAK LODGE
WATER SERVICES
AGENDA ITEM

Title	Adjourn Executive Session
Item No.	14
Date	June 21, 2022

Summary

Adjourn Executive Session and make any necessary motions as a result of Executive Session discussions.