

OAK LODGE WATER SERVICES

BOARD OF DIRECTORS



MARCH 19, 2024



**PUBLIC MEETING
OAK LODGE WATER SERVICES
BOARD OF DIRECTORS
MARCH 19, 2024 at 6:00 p.m.**

1. Call to Order
2. Call for Public Comment
3. Consideration of General Manager Hiring Standards and Criteria, Recruitment Process, and Signing of Interim General Manager Revised Personnel Action Form
Public Testimony will be accepted on this agenda item.
4. Consent Agenda
 - a. January 2024 Financial Report
 - b. Approval of February 20, 2024 Board Meeting Minutes
5. Consideration of Contracts for On-Call Engineering Services
6. Consideration of Contract for IT Services
7. Consideration of Contract for GIS Services
8. Consideration of Intergovernmental Agreement with Clackamas County for Flood Attenuation Concept Design for Boardman and Arista
9. Consideration of Funding Increase for Financial Assistance Utility Rate Relief Program
10. Presentation of Recommendations Regarding Public Meeting Time/Date Change
11. Business from the Board
12. Department Reports
 - a. Administration
 - b. Finance
 - c. Public Works
 - d. Plant Operations
13. Adjourn Meeting



AGENDA ITEM

Title	Call to Order
Item No.	1

Summary

The Chair will call the meeting to order with a quorum of the Board at the noticed time.

The Chair may request participation in a nonpartisan acknowledgement of their choosing.

The General Manager will review the meeting protocols before business is discussed.



AGENDA ITEM

Title	Call for Public Comment
Item No.	2
Date	March 19, 2024

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.

STAFF REPORT

To Board of Directors
From Tommy Brooks, General Counsel
Mary Rowe, Interim HR Manager
Title Consideration of General Manager Hiring Standards and Criteria,
Recruitment Process, and Signing of Acting General Manager's Revised
Personnel Action Form
Item No. 3
Date March 19, 2024

Summary

Due to the upcoming retirement of OLWS' General Manager, the Board requested that staff summarize the Board's options for identifying the next General Manager. This agenda item presents those options, and it also serves as the method by which the Board can adopt the standards and criteria for filling the General Manager position.

During the Board's regular meeting in February, the Board designated Brad Albert to be the Acting General Manager beginning March 23, 2024 until such time as the Board fills the General Manager position on a permanent basis. Because Mr. Albert is currently OLWS' District Engineer, his designation as the Acting General Manager warrants issuing a Personnel Action Form (PAF) that will provide out of class pay for the period of time he serves as the Acting General Manager. As part of this agenda item, Staff is requesting Board approval of a PAF.

Discussion

1. GM Search

OLWS's Board Governance Policy delegates the management of all daily operations, administration of OLWS policies, and supervision and management of all OLWS personnel to the General Manager. The Board Governance Policy also establishes that the Board hires the General Manager and defines the General Manager's duties and responsibilities.

There are three options for filling the position on a long-term basis. Those are:

- 1) direct appointment;
- 2) internal only recruitment;
- 3) external recruitment.

The Board is not required to conduct any specific process and, if presented the right candidate, can simply make a “direct appointment” by negotiating an employment agreement with an individual. Both the internal and external recruitment options allow the Board to interview and compare multiple candidates as part of a single process. If there is strong evidence of a qualified internal candidate, conducting an internal recruitment will be much quicker and less costly than conducting an external search. This allows the organization to move back more quickly to a place of certainty and removes the unknown timing of a larger search for both the Board and Staff.

It is estimated that an internal recruitment could be completed within two weeks, and an external recruitment would take a minimum of 3 months. At any time during those processes, the Board could choose to make a direct appointment. Please note there is a difference on an external recruitment between an offer being made and accepted by the successful candidate (minimum of 3 months) and the actual arrival of the new General Manager. The candidate may have contractually required notice requirements of typically at least one month, or may have moving logistics to address.

As part of either of these processes, the Board may wish to designate two members to act as a search and selection committee. If that is the case, the Board Governance Policy states that the Board Chair would establish that committee.

Regardless of which process the Board chooses to identify candidates, Staff recommends that the Board adopt a job description for the General Manager position. The attached job description is an updated version of the job description that reflects current duties and the required knowledge, skills, and experience for the position. While the final job description may change depending on negotiations with the successful candidate, it will establish the Board’s standards any candidate will need to meet. The proposed job description also includes the required education and experience which staff recommends for this position. All of the requirements in the job description can serve as the criteria the Board will use to determine if a candidate meets the established standards.

Adopting standards and criteria through the job description now is a necessary step if the Board wants to hold an executive session to consider the employment of a specific individual. Regardless of which process the Board chooses to identify or recruit candidates, the Board may want to review and/or interview individual candidates in an executive session. The Board can hold such an executive session only if it has first adopted standards and criteria in a meeting where the public has had an opportunity to comment. However, any compensation discussions and/or compensation decisions will need to be made in the public portion of a Board meeting, as will the final decision to employ the successful candidate.

2. Acting General Manager PAF

OLWS typically increases the pay of an existing employee working out of class. For the Acting General Manager, that increase is 5%. Because the Board has designated Brad Albert to be the

Acting General Manager beginning on March 23, 2024, it is appropriate to execute a revised PAF for that purpose.

Budget

There is an established pay range for the General Manager position. A recent review of the salary indicates that, at the mid-point and maximum of that range, OLWS is competitive with the market.

Recommendation

Staff recommends that the Board review the proposed General Manager Job Description and finalize the job description to establish the standards and criteria for hiring the next General Manager. Staff does not have a recommendation for which recruitment process the Board should use and defers to the Board's preference.

Staff recommends the Board authorize the current General Manager or the Board Chair to execute the PAF for the Acting General Manager beginning on March 23, 2024.

Staff have prepared separate motions for each item below.

Suggested Board Motions

GM Position Motions

"I move to adopt the job description for the General Manager position as presented."

Alternative

"I move to adopt the job description for the General Manager position with the following changes...."

PAF Motion

"I move to approve the PAF for the Acting General Manager and authorize the Board Chair or the General Manager to execute the PAF."

Attachments

1. General Manager Job Description



Job Title: General Manager
Department: Administration
FLSA: Exempt
Service Type: Unrepresented
Reports To: Board of Directors

EXPECTATIONS FOR ALL EMPLOYEES: *OLWS employees support the mission, vision, and values by exhibiting the following behaviors: excellence and competence, collaboration, innovation, respect for diversity, commitment to our community, and accountability and ownership.*

GENERAL STATEMENT OF DUTIES:

Serves as General Manager of Oak Lodge Water Services Authority (OLWS), under policy direction from the Board of Directors. Plans, manages, and directs the operations of OLWS to ensure compliance with State statutes, OLWS goals, policies, and applicable governmental regulations to support high quality, cost effective, and dependable potable water service, wastewater collection and treatment, and surface water management. Implements Board of Directors' policies and procedures, and performs related duties as required.

Responsibilities and assignments are broad in scope and require independent judgment on issues that are complex, interpretive, and evaluative in nature. The work of this position involves significant accountability and decision-making responsibilities.

SUPERVISION RECEIVED:

Works under the policy direction of the 5-member elected OLWS Board who outlines the OLWS goals, objectives, and expectations and reviews performance.

SUPERVISION EXERCISED:

Exercises full supervision over all employees of OLWS and acts as a duly authorized constituent to coordinate the work of legal counsel on behalf of the Board and district.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

GENERAL

- In execution of all duties and responsibilities, works collaboratively with subordinate managers and staff.
- Develops, implements, and monitors work programs, plans, processes, systems, and procedures to achieve OLWS mission, goals, and performance measures consistent with the Oak Lodge community's expectations for quality and service.

Job Description: General Manager

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PERSONNEL

To carry out the OLWS's mission, objectives, and service expectations, develops and retains highly competent, service-oriented staff:

- Exercises full authority to employ and discharge all employees; prescribes the duties of employees; provides final approval of personnel actions including hiring of new employees, formal disciplinary actions, and separations in accordance with human resources policies and labor contract agreements and state and federal laws; establishes and adjusts compensation of employees with the annual salary schedule approved by the Board of OLWS.
- Evaluates the performance of managers and staff; establishes performance requirements and personal development targets; regularly monitors performance and provides training, coaching, and day-to-day management practices for performance improvement and development.
- Provides leadership and participates in programs and activities that promote workplace diversity and a positive employee relations environment.
- Establishes and maintains an effective system of open communication throughout the organization; maintains visibility and direct contact with employees to ensure the development of a work environment that supports open communication, collaboration, accountability, and high productivity among employees.

PLANNING

- Prepares and recommends strategic plans for the operation of OLWS; develops policy options for Board consideration; implements operating policies and procedures to carry out Board objectives.
- Oversees development of analyses, recommendations, and reports; regulatory compliance issues and requirements; capital development, staffing requirements, and other technical and management issues.
- Leads and directs the development and implementation of all OLWS planning activities, including Financial Plan, Master Plan, Water Conservation and Management Plan, Asset Management Plan, Strategic Plan, Capital Improvement Plan, annual OLWS Work Plan, and provide status reports to the Board periodically regarding Plan implementation.
- Actively participates in the assessment of OLWS and regional water, wastewater, and surface water needs, and ensures objectives and priorities are focused on meeting these needs effectively, efficiently, and in compliance with all applicable federal, state, and local laws and regulations; interprets applicable laws, regulations, and OLWS ordinances and policies to ensure compliance.

BUDGET

- Working with the Finance Director, develops draft budget, leads OLWS budget process per state statute, and monitors performance against the adopted budget. Oversees plans for revenue sources, rates, and debt instruments; assesses and approves major expenditures for final Board of Directors approval; directs the development of budget and management of budgets, cost controls, and debt service.

Job Description: General Manager

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- Serves as OLWSs Investment Officer with responsibility for investment of reserve funds and those funds deemed to be temporary surplus funds to ensure short-term viability and long-term financial strength for OLWS.

BOARD AND PUBLIC

- Develops, recommends, and implements current and long-range goals, objectives, plans, and policies, subject to the approval of the Board of Directors. Works collaboratively with the Board providing advice, guidance, direction, and authorization to carry out major plans and revise/update standards and procedures, consistent with established policies and Board approval.
- Consults with Board members regarding policies, regulatory compliance, resolutions, and agreements; directs preparation of agendas and resolutions for Board of Directors' meetings; attends all Board meetings and implements Board of Directors' policies and procedures.
- Utilizes necessary and proper legal counsel in the form of "General Counsel" for the purposes of ensuring compliance with applicable law in the performance of the functions of OLWS and for general legal advice pertaining to the activities of OLWS. Retains, with the Board of Directors approval, special legal counsel as necessary and proper to protect the rights, interests, and responsibilities of OLWS.
- Secures and maintains public support for OLWS programs and represents OLWS when appropriate before legislative public and private groups, testifies at public hearings to establish constructive and beneficial relations between OLWS and customers, the community, government officials, and other agencies. Represents OLWS on intergovernmental issues, both government-to-government and association levels. Attends and participates in professional organizations and community meetings; prepares and presents reports.

OPERATIONS - GENERAL

- Ensures ongoing OLWS emergency preparedness plans, activities, procedures, and drills that are established and practiced in order to support ongoing delivery of critical resources in the event of an emergency or disaster.
- Through delegation to asset management and engineering managers, oversees and manages short-term and long-term capital improvement programs.
- Ensures the safety program and goals are implemented and carried out.

POTABLE WATER DISTRIBUTION

Oversees and evaluates potable water operations, to ensure compliance with federal, state, and local requirements, and to maintain processes at an optimal and cost-effective level and ensure operational status; directs programs, projects, and operational changes to meet these requirements.

- Through delegation to subordinate managers directs the maintenance, repair, and operations of the potable water distribution system.
- Oversees regulatory reports to state and federal agencies.

Job Description: General Manager

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SURFACE WATER MANAGEMENT

Oversees and evaluates surface water management operations, to ensure compliance with federal, state, and local requirements, and to maintain processes at an optimal and cost-effective level and ensure operational status; directs programs, projects, and operational changes to meet these requirements.

- Through delegation to subordinate managers directs the maintenance, repair, and operations of the OLWS watershed.
- Oversees regulatory reports to state and federal agencies.

WASTEWATER COLLECTION AND TREATMENT

Oversees and evaluates wastewater treatment plant operations, to ensure compliance with federal, state, and local requirements, and to maintain processes at an optimal and cost-effective level and ensure operational status; directs programs, projects, and operational changes to meet these requirements.

- Through delegation to subordinate managers directs the maintenance, repair, and operations of the wastewater collection system.
- Oversees regulatory reports to state and federal agencies.
- Through collaboration with subordinate managers and staff identifies improvement of management systems, processes, and measurement techniques to treatment operations and effectiveness.

PUBLIC CONTRACTING

- Oversees OLWS activities regarding public contracting management. Acts as Contracting Officer of OLWS; reviews and approved contracts and recommends contract award to the Board of Directors.

KNOWLEDGE, SKILLS, ABILITY:

Demonstrated Knowledge of:

- Principles, methods, and techniques of public administration, including public policy and decision-making, budget preparation and administration, and personnel management; participative management theories; principles and techniques of group dynamics and group decision-making; delegation; organization and function of special districts; applicable federal, state, and local statutes, rules, and regulations; labor relations procedures and collective bargaining practices; techniques of mediation, collaboration, negotiation, and public relations; principles and techniques of contract preparation, negotiation, and administration.
- Federal, state, and local laws and regulations applicable to a water production and distribution system, wastewater treatment plant and collection systems, and surface water management systems.
- Governmental organization rules, regulations, and processes including, but not limited to Oregon Budget Law, Oregon Open Meeting Law, Oregon Public Records Law, Oregon Ethics Law, Oregon

Updated: 2/27/2024

Job Description: General Manager

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Public Contracting Rules, and Oregon Administrative Rules regarding Public Water, Wastewater, and Surface Water Management Systems, and Special Districts.

- Methods and procedures used in project management and control.
- Basic legal procedures concerning a public utility, employment practices, public contracting, including city/county ordinances, and state and federal mandates.

Skill to:

- Communicate effectively, both orally and in writing; analyze complex problems and recommend alternative solutions; prepare and implement short and long range strategic plans, including considerations of budgetary and public impact; interpret and explain OLWS policies, procedures, rules, and regulations; oversee activities of OLWS to ensure conformance with established policies and procedures; direct the preparation, presentation, and implementation of balanced budgets; develop and maintain cooperative team efforts to design and adopt OLWS-wide policies and procedures; apply problem-solving methods and techniques to resolve organizational and interdepartmental issues; collaborate with staff in continuous efforts to improve quality, productivity, and effectiveness; incorporate team participation in decision-making; establish and maintain cooperative working relationships with government agencies, elected officials, OLWS employees, and the public; supervise, train, motivate, and evaluate assigned staff.

Ability to:

- Build and maintain strong, collaborative, positive working relationships with the Board of Directors, subordinate managers, other government organizations, labor representatives, and OLWS employees.

EXPERIENCE AND TRAINING:

Possession of a Bachelor's degree in Business Administration, Public Administration, Engineering, Environmental Science, or related fields from an accredited college or university **and** a minimum of five (5) years of experience in a senior level management role. A satisfactory combination of experience and training that demonstrates possession of the required knowledge and skills is also acceptable.

NECESSARY SPECIAL REQUIREMENT:

Must possess a valid Oregon State driver's license, with an acceptable driving record.

PHYSICAL DEMANDS AND WORKING CONDITIONS:

Work is performed primarily in an office setting. Evening meetings are required both at Board meetings and other public meetings.

Occasionally, must be on-site in a maintenance shop, treatment plant, or on a construction site. During these periods, the employee may be exposed to variant temperatures and weather conditions, and harmful chemicals and fumes. Where appropriate, personal protective equipment will be issued and the employee will be trained in its proper application and use.

CONSENT AGENDA

To Board of Directors
From Brad Albert, Interim General Manager
Title Consent Agenda
Item No. 4
Date March 19, 2024

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. **January 2024 Financial Report**
- b. **Approval of February 20, 2024 Board Meeting Minutes**

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	January 2024 Financial Reports
Item No.	4a
Date	March 19, 2024

Reports

- January 2024 Monthly Overview
- January 2024 Budget to Actual Report
- January 2024 Budget Account Roll Up Report

**Oak Lodge Water Services
Monthly Financial Overview
FY 2023-24 January 2024**

This report summarizes the revenues and expenditures for January 2024. 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:		
January 31, 2024	Interest Rate	Balance
Account		
Wells Fargo Bank Checking-3552		\$ 221,003
Wells Fargo Bank Checking-9966		1,347,345
LGIP	5.00%	13,225,909
Total		\$ 14,794,257

The OLWS’ checks, electronic withdrawals, and bank drafts total \$ 0.88 million for January 2024. There was one voided check.

Services Revenue

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

GL Account	Service Charge	Budget Estimate	Period Amount	Year-to-Date Amount	Percentage of Budget
10-00-4211	Water sales	\$ 5,469,000	\$ 402,841	\$ 3,277,016	59.9%
20-00-4212	Wastewater charges	11,913,000	874,793	6,642,406	55.8%
30-00-4213	Watershed protection	1,751,000	141,667	1,006,462	57.5%
	Subtotal	\$ 19,133,000	\$ 1,419,301	\$ 10,925,884	57.1%

With respect to revenues, water sales are above budget, with wastewater and watershed protection services’ revenues are below budget. Total variance through January is negative (\$235,033) or -1.2%.

Expenses by Budget Category

The table below matches the Budget for the number of months reported to the same number of months of actual expenses. The **Budget YTD** column provides the portion of the Budget for comparison, whereas the financial reports compare actuals to the full annual budget. This view allows for a review at the category level to ensure expenditures remain within the budget within each category.

Expense Category	FY 2024	BUDGET Year-to-Date	ACTUALS Year-to-Date	% Spent
	Adopted Budget	January 2024	January 2024	
Personnel Services	\$ 5,776,000	\$ 3,369,333	\$ 3,191,674	95%
Materials & Services	5,905,600	3,444,933	2,729,636	79%
Capital Outlay	9,085,000	5,299,583	2,536,927	48%
		\$ 12,113,849	\$ 8,458,237	70%

With respect to expenditures, at the end of January expenditures are overall 43.8% of budget, excluding Contingencies, with 58.3% of the fiscal year completed.

Review of expenditure lines that are above 63% of budget:

1. **5130 – Overtime** is 66.8% of budget. This is due to the snow, ice and freezing temperatures that occurred mid-January. There was a significant increase in emergency call-outs due to frozen pipes plus several main breaks, requiring water shut off assistance. The treatment plant also experienced frozen pipes with staff working to keep things moving. This budget will be reviewed with the February and March actuals to evaluate if budget transfers are needed, or if this budget will self-resolve.
2. **5240 - Unemployment** is 73.7% of budget. OLWS' budget is equivalent to one claim for two quarters, therefore, if there is only one claim for the fiscal year, no Budget Transfers will be necessary. This budget continues to be sufficient for the full fiscal year.
3. **6540 – Safety Supplies** is 66.3% of budget. This is due to the initial purchase of safety mats to replace vendor serviced mats, providing future savings. This budget is sufficient for this fiscal year.
4. **6760 - Equipment Rental** is 68.6% of budget. The Q2 Budget adjustment has reduced the overage. This budget will be monitored through the next quarterly review.

Financial Assistance Utility Rate Relief Program Overview

The Authority allows eligible customers to obtain a discounted rate on a portion of their bill. The Authority budgets resources to fund the revenue losses due to the program at the rate of 0.60% of budgeted service charge revenue, which is an approved increase from 0.50% by the Board of Directors with Resolution 2023-0023. The budgeted amount serves as a cap to the program's cost which can only be exceeded with approval from the OLWS' Board of Directors. The program cap for FY 2023-24 is now **\$114,798**. As of January 2024, the program is at 98.5% of budget.

The program cap for FY 2022-23 was **\$75,710** with a program funding rate of 0.5% of budgeted service charge revenue.

The FAUPPR Program provides the following discounts:

- Drinking water customers receive a 50% discount on their water base rate. Consumption is billed at full Authority tiered rates.
- Wastewater customers receive a 50% discount on both their base rate and consumption.
- Watershed Protection customers receive a 50% discount on their base rate.

The total number of customers enrolled in FAURRP is split between the two billing cycles and can vary in total by utility.

	Budget	Budget Year-to-Date January 2024	Actual Year-to-Date January 2024	% Spent
FAURR Program Cap	\$ 114,798	66,966	65,945	98.5%
	# of Customers Current Month	Discount Provided	Fiscal Year to Date	
Drinking Water	112	2,630	15,101	
Wastewater	104	7,330	44,367	
Watershed Protection	104	1,104	6,477	
		11,064	65,945	

General Ledger
Budget to Actual



User: gail@olwsd.org
Printed: 3/5/2024 3:24:01 PM
Period 07 - 07
Fiscal Year 2024

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	1,469,892.00	0.00	-150,617.88	0.00	-10.25
	<i>Beginning Fund Balance</i>	<i>1,469,892.00</i>	<i>0.00</i>	<i>-150,617.88</i>	<i>0.00</i>	<i>-10.25</i>
	NonDivisional	1,469,892.00	0.00	-150,617.88	0.00	-10.25
	Fund Balance	1,469,892.00	0.00	-150,617.88	0.00	-10.25
	NonDivisional					
	<i>Revenue</i>					
05-00-4227	System	0.00	240.00	4,698.00	0.00	0.00
	Development-Compliance					
05-00-4230	Contracted Services	57,400.00	4,000.00	33,400.00	0.00	58.19
	Revenue					
05-00-4610	Investment Revenue	10,000.00	6,387.28	35,639.36	0.00	356.39
05-00-4630	Miscellaneous Revenues	10,000.00	1,024.00	8,822.91	0.00	88.23
	<i>Revenue</i>	<i>77,400.00</i>	<i>11,651.28</i>	<i>82,560.27</i>	<i>0.00</i>	<i>106.67</i>
	NonDivisional	77,400.00	11,651.28	82,560.27	0.00	106.67
	Transfers & Contingencies					
	<i>Revenue</i>					
05-29-4910	Transfer In from Fund 10	1,069,000.00	89,083.00	623,581.00	0.00	58.33
05-29-4920	Transfer In from Fund 20	2,030,000.00	169,167.00	1,184,169.00	0.00	58.33
05-29-4930	Transfer In from Fund 30	1,069,000.00	89,083.00	623,581.00	0.00	58.33
	<i>Revenue</i>	<i>4,168,000.00</i>	<i>347,333.00</i>	<i>2,431,331.00</i>	<i>0.00</i>	<i>58.33</i>
	Transfers & Contingencies	4,168,000.00	347,333.00	2,431,331.00	0.00	58.33
	Revenue	4,245,400.00	358,984.28	2,513,891.27	0.00	59.21
	AdminFinance					
	<i>Personnel Services</i>					
05-01-5110	Regular Employees	812,000.00	70,930.39	500,723.14	0.00	61.67
05-01-5130	Overtime	12,500.00	36.93	8,891.84	0.00	71.13
05-01-5210	HealthDental Insurance	142,000.00	10,751.44	75,260.08	0.00	53.00
05-01-5230	Social Security	63,000.00	5,257.04	36,393.53	0.00	57.77
05-01-5240	Retirement	162,000.00	14,079.13	94,470.30	0.00	58.32
05-01-5250	TrimetWBFPaid Leave OR	23,000.00	861.12	5,807.38	0.00	25.25
05-01-5260	Unemployment	5,000.00	0.00	0.00	0.00	0.00
05-01-5270	Workers Compensation	1,000.00	65.20	490.05	0.00	49.01
05-01-5290	Other Employee Benefits	0.00	0.00	0.00	0.00	0.00
	<i>Personnel Services</i>	<i>1,220,500.00</i>	<i>101,981.25</i>	<i>722,036.32</i>	<i>0.00</i>	<i>59.16</i>
	<i>Materials & Services</i>					
05-01-6110	Legal Services	300,000.00	23,349.86	94,294.55	0.00	31.43
05-01-6120	Accounting and Audit	76,000.00	0.00	525.00	21,665.00	0.69
	Services					
05-01-6155	Contracted Services	200,000.00	6,394.17	62,690.12	41,174.25	31.35
05-01-6180	Dues and Subscriptions	42,000.00	3,209.00	21,014.38	0.00	50.03
05-01-6220	Electricity	16,000.00	1,735.22	9,359.27	6,650.00	58.50
05-01-6240	Natural Gas	5,000.00	1,008.69	2,657.33	2,286.63	53.15

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
05-01-6290	Other Utilities	5,000.00	221.62	2,982.72	1,108.10	59.65
05-01-6310	Janitorial Services	20,000.00	1,669.99	11,689.93	1,669.99	58.45
05-01-6320	Buildings & Ground Maintenance	37,000.00	1,275.19	14,776.14	5,395.96	39.94
05-01-6410	Mileage	1,000.00	0.00	22.94	0.00	2.29
05-01-6420	Staff Training	10,000.00	0.00	6,978.52	0.00	69.79
05-01-6510	Office Supplies	35,000.00	907.93	16,918.05	2,100.00	48.34
05-01-6730	Communications	1,000.00	0.00	0.00	0.00	0.00
05-01-6760	Equipment Rental	3,000.00	278.64	1,428.30	1,149.60	47.61
05-01-6770	Bank Charges	165,000.00	27,159.07	99,421.05	66,856.50	60.26
05-01-6780	Taxes, Fees, Permits <i>Materials & Services</i>	1,000.00 917,000.00	1,573.95 68,783.33	1,623.95 346,382.25	0.00 150,056.03	162.40 37.77
	AdminFinance	2,137,500.00	170,764.58	1,068,418.57	150,056.03	49.98
	Human Resources					
	<i>Personnel Services</i>					
05-02-5110	Regular Employees	304,000.00	7,941.99	146,913.75	0.00	48.33
05-02-5120	Temporary/Seasonal Employees	0.00	3,216.97	7,414.29	0.00	0.00
05-02-5130	Overtime	5,000.00	0.00	946.96	0.00	18.94
05-02-5210	HealthDental Insurance	41,000.00	1,770.98	18,437.56	0.00	44.97
05-02-5230	Social Security	24,000.00	829.16	11,418.52	0.00	47.58
05-02-5240	Retirement	57,000.00	7,219.76	33,180.00	0.00	58.21
05-02-5250	Trimet/WBFPaid Leave OR	4,000.00	111.27	1,751.75	0.00	43.79
05-02-5270	Workers Compensation	1,000.00	24.90	176.87	0.00	17.69
05-02-5290	Other Employee Benefits <i>Personnel Services</i>	15,000.00 451,000.00	99.29 21,214.32	6,810.75 227,050.45	0.00 0.00	45.41 50.34
	<i>Materials & Services</i>					
05-02-6155	Contracted Services	134,500.00	20,173.82	84,141.03	66,390.50	62.56
05-02-6175	Records Management	8,500.00	1,138.86	4,056.40	86.21	47.72
05-02-6230	Telephone	59,700.00	3,801.22	27,485.21	19,771.89	46.04
05-02-6410	Mileage	1,000.00	0.00	103.48	0.00	10.35
05-02-6420	Staff Training	15,000.00	0.00	3,154.03	0.00	21.03
05-02-6440	Board Expense	5,000.00	230.00	853.65	0.00	17.07
05-02-6510	Office Supplies	1,000.00	0.00	-118.47	0.00	-11.85
05-02-6540	Safety Supplies	2,000.00	0.00	299.98	0.00	15.00
05-02-6560	Uniforms	42,000.00	2,943.75	23,435.37	8,050.00	55.80
05-02-6610	Board Compensation	2,500.00	0.00	0.00	0.00	0.00
05-02-6620	Election Costs	500.00	0.00	0.00	0.00	0.00
05-02-6720	Insurance-General	210,000.00	16,793.46	113,403.56	0.00	54.00
05-02-6730	Communications	38,000.00	0.00	8,891.28	0.00	23.40
05-02-6740	Advertising <i>Materials & Services</i>	7,000.00 526,700.00	0.00 45,081.11	1,247.00 266,952.52	0.00 94,298.60	17.81 50.68
	Human Resources	977,700.00	66,295.43	494,002.97	94,298.60	50.53
	Technical Services					
	<i>Personnel Services</i>					
05-03-5110	Regular Employees	617,000.00	50,127.35	327,951.41	0.00	53.15
05-03-5130	Overtime	5,000.00	0.00	0.00	0.00	0.00
05-03-5210	HealthDental Insurance	135,000.00	7,191.96	51,832.70	0.00	38.39
05-03-5230	Social Security	48,000.00	3,760.05	24,337.99	0.00	50.70
05-03-5240	Retirement	119,000.00	9,676.09	62,759.95	0.00	52.74
05-03-5250	Trimet/WBFPaid Leave OR	8,000.00	615.69	3,808.94	0.00	47.61
05-03-5270	Workers Compensation	1,000.00	49.54	380.42	0.00	38.04
05-03-5290	Other Employee Benefits <i>Personnel Services</i>	0.00 933,000.00	0.00 71,420.68	0.00 471,071.41	0.00 0.00	0.00 50.49
	<i>Materials & Services</i>					
05-03-6155	Contracted Services	442,000.00	25,593.05	129,212.36	135,020.84	29.23
05-03-6350	Computer Maintenance	434,500.00	33,639.56	225,834.02	36,572.94	51.98
05-03-6410	Mileage	1,000.00	0.00	0.00	0.00	0.00
05-03-6420	Staff Training	15,000.00	-395.00	829.49	0.00	5.53
05-03-6430	Certifications	1,000.00	0.00	355.00	0.00	35.50
05-03-6530	Small Tools & Equipment	1,000.00	-134.45	-268.90	0.00	-26.89

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
05-03-6540	Safety Supplies	5,000.00	585.89	2,579.96	3,044.19	51.60
05-03-6550	Operational Supplies	3,000.00	0.00	35.98	0.00	1.20
	<i>Materials & Services</i>	<i>902,500.00</i>	<i>59,289.05</i>	<i>358,577.91</i>	<i>174,637.97</i>	<i>39.73</i>
	Technical Services	1,835,500.00	130,709.73	829,649.32	174,637.97	45.20
	Vehicle Services					
	<i>Materials & Services</i>					
05-04-6330	VehicleEquipment	80,000.00	8,979.65	31,387.30	4,040.00	39.23
	Maintenance					
05-04-6520	Fuels & Oils	50,000.00	4,136.53	21,428.99	0.00	42.86
	<i>Materials & Services</i>	<i>130,000.00</i>	<i>13,116.18</i>	<i>52,816.29</i>	<i>4,040.00</i>	<i>40.63</i>
	Vehicle Services	130,000.00	13,116.18	52,816.29	4,040.00	40.63
	Transfers & Contingencies					
	<i>Transfers & Contingencies</i>					
05-29-9000	Contingency	634,592.00	0.00	0.00	0.00	0.00
	<i>Transfers & Contingencies</i>	<i>634,592.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
	Transfers & Contingencies	634,592.00	0.00	0.00	0.00	0.00
05	Expense	5,715,292.00	380,885.92	2,444,887.15	423,032.60	42.78
	Administrative Services	0.00	-21,901.64	-81,613.76	-423,032.60	0.00
10	Drinking Water					
	NonDivisional					
	<i>Beginning Fund Balance</i>					
10-00-3500	Fund Balance	608,759.00	0.00	-24,570.16	0.00	-4.04
	<i>Beginning Fund Balance</i>	<i>608,759.00</i>	<i>0.00</i>	<i>-24,570.16</i>	<i>0.00</i>	<i>-4.04</i>
	NonDivisional	608,759.00	0.00	-24,570.16	0.00	-4.04
	Fund Balance	608,759.00	0.00	-24,570.16	0.00	-4.04
	NonDivisional					
	<i>Revenue</i>					
10-00-4210	Wholesale Water Sales	30,000.00	2,209.26	29,680.77	0.00	98.94
10-00-4211	Drinking Water Charges	5,469,000.00	402,840.63	3,277,016.17	0.00	59.92
10-00-4215	Penalties & Late Charges	15,000.00	1,050.18	8,990.92	0.00	59.94
10-00-4240	Service Installations	10,000.00	2,490.00	42,453.00	0.00	424.53
10-00-4280	Rents & Leases	180,000.00	16,803.56	116,741.82	0.00	64.86
10-00-4290	Other Charges for Services	10,000.00	725.00	9,859.40	0.00	98.59
10-00-4610	Investment Revenue	3,000.00	3,596.67	17,501.32	0.00	583.38
10-00-4630	Miscellaneous Revenues	25,000.00	11,845.76	34,423.96	0.00	137.70
	<i>Revenue</i>	<i>5,742,000.00</i>	<i>441,561.06</i>	<i>3,536,667.36</i>	<i>0.00</i>	<i>61.59</i>
	NonDivisional	5,742,000.00	441,561.06	3,536,667.36	0.00	61.59
	Revenue	5,742,000.00	441,561.06	3,536,667.36	0.00	61.59
	Drinking Water					
	<i>Personnel Services</i>					
10-20-5110	Regular Employees	707,000.00	59,148.74	377,715.61	0.00	53.43
10-20-5130	Overtime	37,000.00	7,591.69	20,821.90	0.00	56.28
10-20-5210	HealthDental Insurance	132,000.00	8,978.74	53,265.17	0.00	40.35
10-20-5230	Social Security	55,000.00	5,058.21	30,209.92	0.00	54.93
10-20-5240	Retirement	136,000.00	12,768.07	76,457.98	0.00	56.22
10-20-5250	TrimetWBFPaid Leave OR	9,000.00	822.22	4,694.74	0.00	52.16
10-20-5270	Workers Compensation	20,000.00	1,007.86	7,324.68	0.00	36.62
10-20-5290	Other Employee Benefits	0.00	0.00	111.16	0.00	0.00
	<i>Personnel Services</i>	<i>1,096,000.00</i>	<i>95,375.53</i>	<i>570,601.16</i>	<i>0.00</i>	<i>52.06</i>
	<i>Materials & Services</i>					
10-20-6155	Contracted Services	248,400.00	23,612.69	104,855.70	58,540.84	42.21
10-20-6220	Electricity	41,000.00	3,251.06	21,819.19	17,050.00	53.22

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
10-20-6240	Natural Gas	3,000.00	199.59	1,401.53	1,150.41	46.72
10-20-6290	Other Utilities	5,000.00	307.80	3,012.12	3,800.00	60.24
10-20-6320	Buildings & Grounds	7,000.00	14.99	228.99	0.00	3.27
10-20-6340	System Maintenance	200,000.00	3,517.47	63,027.71	12,028.20	31.51
10-20-6410	Mileage	500.00	50.40	163.32	0.00	32.66
10-20-6420	Staff Training	12,500.00	371.00	5,946.06	0.00	47.57
10-20-6430	Certifications	2,000.00	125.00	1,630.00	0.00	81.50
10-20-6530	Small Tools & Equipment	10,000.00	2,174.45	7,484.32	0.00	74.84
10-20-6540	Safety Supplies	20,000.00	1,408.56	15,841.48	2,095.00	79.21
10-20-6550	Operational Supplies	10,000.00	376.41	6,237.63	0.00	62.38
10-20-6710	Purchased Water	1,200,000.00	77,584.05	707,266.45	570,317.60	58.94
10-20-6715	Water Quality Program	34,000.00	0.00	13,843.63	4,550.00	40.72
10-20-6760	Equipment Rental	8,000.00	0.00	0.00	0.00	0.00
10-20-6780	Taxes, Fees, Permits	18,000.00	375.00	13,377.90	3,250.00	74.32
	<i>Materials & Services</i>	<i>1,819,400.00</i>	<i>113,368.47</i>	<i>966,136.03</i>	<i>672,782.05</i>	<i>53.10</i>
	Drinking Water	2,915,400.00	208,744.00	1,536,737.19	672,782.05	52.71
	Debt Service					
	<i>Materials & Services</i>					
10-24-6815	Zions Bank Loan-Principal	193,000.00	0.00	0.00	0.00	0.00
10-24-6825	Zions Bank Loan-Interest	16,100.00	0.00	8,002.75	0.00	49.71
	<i>Materials & Services</i>	<i>209,100.00</i>	<i>0.00</i>	<i>8,002.75</i>	<i>0.00</i>	<i>3.83</i>
	Debt Service	209,100.00	0.00	8,002.75	0.00	3.83
	Transfers & Contingencies					
	<i>Transfers & Contingencies</i>					
10-29-8105	Transfers Out to Fund 05	1,069,000.00	89,083.00	623,581.00	0.00	58.33
10-29-8171	Transfers Out to Fund 71	1,500,000.00	125,000.00	875,000.00	0.00	58.33
10-29-9000	Contingency	657,259.00	0.00	0.00	0.00	0.00
	<i>Transfers & Contingencies</i>	<i>3,226,259.00</i>	<i>214,083.00</i>	<i>1,498,581.00</i>	<i>0.00</i>	<i>46.45</i>
	Transfers & Contingencies	3,226,259.00	214,083.00	1,498,581.00	0.00	46.45
10	Expense	6,350,759.00	422,827.00	3,043,320.94	672,782.05	47.92
	Drinking Water	0.00	18,734.06	468,776.26	-672,782.05	0.00
20	Wastewater Reclam. NonDivisional					
	<i>Beginning Fund Balance</i>					
20-00-3500	Fund Balance	507,588.00	0.00	-606,948.35	0.00	-119.57
	<i>Beginning Fund Balance</i>	<i>507,588.00</i>	<i>0.00</i>	<i>-606,948.35</i>	<i>0.00</i>	<i>-119.57</i>
	NonDivisional	507,588.00	0.00	-606,948.35	0.00	-119.57
	Fund Balance	507,588.00	0.00	-606,948.35	0.00	-119.57
	NonDivisional Revenue					
20-00-4212	Wastewater Charges	11,913,000.00	874,793.36	6,642,406.44	0.00	55.76
20-00-4215	Penalties & Late Charges	7,000.00	840.80	5,405.73	0.00	77.22
20-00-4290	Other Charges for Services	10,000.00	225.00	3,190.00	0.00	31.90
20-00-4610	Investment Revenue	1,000.00	243.26	1,553.96	0.00	155.40
20-00-4630	Miscellaneous Revenues	2,000.00	0.00	1,730.16	0.00	86.51
	<i>Revenue</i>	<i>11,933,000.00</i>	<i>876,102.42</i>	<i>6,654,286.29</i>	<i>0.00</i>	<i>55.76</i>
	NonDivisional	11,933,000.00	876,102.42	6,654,286.29	0.00	55.76
	Transfers & Contingencies					
	<i>Revenue</i>					
20-29-4930	Transfer In from Fund 30	154,600.00	12,883.00	90,181.00	0.00	58.33
	<i>Revenue</i>	<i>154,600.00</i>	<i>12,883.00</i>	<i>90,181.00</i>	<i>0.00</i>	<i>58.33</i>

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
	Transfers & Contingencies	154,600.00	12,883.00	90,181.00	0.00	58.33
	Revenue	12,087,600.00	888,985.42	6,744,467.29	0.00	55.80
	Wastewater-Plant					
	<i>Personnel Services</i>					
20-21-5110	Regular Employees	655,000.00	62,918.41	382,550.37	0.00	58.40
20-21-5130	Overtime	50,000.00	7,104.07	36,133.79	0.00	72.27
20-21-5210	HealthDental Insurance	209,000.00	13,278.07	85,928.24	0.00	41.11
20-21-5230	Social Security	51,000.00	5,274.11	31,483.11	0.00	61.73
20-21-5240	Retirement	123,000.00	11,897.51	73,295.95	0.00	59.59
20-21-5250	TrimetWBFPAid Leave OR	9,000.00	862.53	4,975.60	0.00	55.28
20-21-5260	Unemployment	0.00	0.00	3,686.43	0.00	0.00
20-21-5270	Workers Compensation	13,000.00	1,096.79	8,153.68	0.00	62.72
20-21-5290	Other Employee Benefits	0.00	0.00	0.00	0.00	0.00
	<i>Personnel Services</i>	<i>1,110,000.00</i>	<i>102,431.49</i>	<i>626,207.17</i>	<i>0.00</i>	<i>56.42</i>
	<i>Materials & Services</i>					
20-21-6155	Contracted Services	216,500.00	7,022.00	74,533.99	149,402.56	34.43
20-21-6220	Electricity	325,000.00	29,526.71	170,927.37	135,000.00	52.59
20-21-6240	Natural Gas	1,000.00	278.63	740.66	184.63	74.07
20-21-6250	Solid Waste Disposal	44,000.00	2,664.39	16,240.88	23,475.05	36.91
20-21-6290	Other Utilities	1,500.00	360.00	1,260.00	420.00	84.00
20-21-6310	Janitorial Services	14,000.00	1,086.71	7,606.97	1,086.71	54.34
20-21-6320	Buildings & Grounds	63,000.00	5,426.47	33,325.09	5,266.27	52.90
20-21-6342	WRF System Maintenance	185,000.00	7,844.58	82,907.79	7,847.94	44.82
20-21-6410	Mileage	1,000.00	0.00	187.34	0.00	18.73
20-21-6420	Staff training	10,000.00	0.00	1,283.50	0.00	12.84
20-21-6430	Certifications	2,000.00	0.00	170.23	0.00	8.51
20-21-6525	Chemicals	77,000.00	4,522.95	33,204.28	43,894.70	43.12
20-21-6530	Small Tools & Equipment	8,000.00	0.00	3,790.91	0.00	47.39
20-21-6540	Safety Supplies	20,000.00	2,522.54	16,869.29	8,056.00	84.35
20-21-6550	Operational Supplies	5,000.00	0.00	1,890.38	1,303.00	37.81
20-21-6760	Equipment Rental	30,000.00	0.00	26,698.71	0.00	89.00
20-21-6780	Taxes, Fees, Permits	74,000.00	2,959.82	36,800.93	34,022.45	49.73
	<i>Materials & Services</i>	<i>1,077,000.00</i>	<i>64,214.80</i>	<i>508,438.32</i>	<i>409,959.31</i>	<i>47.21</i>
	Wastewater-Plant	2,187,000.00	166,646.29	1,134,645.49	409,959.31	51.88
	Wastewater-Collections					
	<i>Personnel Services</i>					
20-22-5110	Regular Employees	503,000.00	43,547.62	293,884.63	0.00	58.43
20-22-5130	Overtime	28,500.00	8,140.86	26,095.37	0.00	91.56
20-22-5210	HealthDental Insurance	117,000.00	7,855.55	55,679.90	0.00	47.59
20-22-5230	Social Security	39,000.00	3,861.44	23,448.96	0.00	60.13
20-22-5240	Retirement	73,000.00	9,676.10	58,842.77	0.00	80.61
20-22-5250	TrimetWBFPAid Leave OR	7,000.00	636.27	3,687.60	0.00	52.68
20-22-5270	Workers Compensation	12,000.00	842.27	6,250.38	0.00	52.09
20-22-5290	Other Employee Benefits	0.00	0.00	7.99	0.00	0.00
	<i>Personnel Services</i>	<i>779,500.00</i>	<i>74,560.11</i>	<i>467,897.60</i>	<i>0.00</i>	<i>60.03</i>
	<i>Materials & Services</i>					
20-22-6155	Contracted Services	58,600.00	0.00	17,923.56	10,100.00	30.59
20-22-6220	Electricity	53,000.00	8,908.23	31,079.83	22,050.00	58.64
20-22-6290	Other Utilities	2,000.00	43.17	292.23	250.00	14.61
20-22-6320	Buildings & Grounds	1,000.00	0.00	0.00	0.00	0.00
20-22-6342	Collection System Maint.	35,000.00	27,173.26	27,173.26	0.00	77.64
20-22-6410	Mileage	1,000.00	0.00	42.20	0.00	4.22
20-22-6420	Staff Training	18,000.00	0.00	3,986.59	0.00	22.15
20-22-6430	Certifications	2,000.00	0.00	1,214.52	0.00	60.73
20-22-6530	Small Tools & Equipment	25,000.00	132.90	11,063.07	2,125.00	44.25
20-22-6540	Safety Supplies	12,000.00	1,586.05	4,202.71	0.00	35.02
20-22-6550	Operational Supplies	5,000.00	39.98	776.55	0.00	15.53
20-22-6780	Taxes, Fees, Permits	24,000.00	766.08	10,066.38	11,830.40	41.94
	<i>Materials & Services</i>	<i>236,600.00</i>	<i>38,649.67</i>	<i>107,820.90</i>	<i>46,355.40</i>	<i>45.57</i>
	Wastewater-Collections	1,016,100.00	113,209.78	575,718.50	46,355.40	56.66

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
	Transfers & Contingencies					
	<i>Transfers & Contingencies</i>					
20-29-8105	Transfers Out to Fund 05	2,030,000.00	169,167.00	1,184,169.00	0.00	58.33
20-29-8150	Transfers Out to Fund 50	3,482,000.00	0.00	1,227,000.00	0.00	35.24
20-29-8172	Transfers Out to Fund 72	3,200,000.00	266,667.00	1,866,669.00	0.00	58.33
20-29-9000	Contingency	665,088.00	0.00	0.00	0.00	0.00
	<i>Transfers & Contingencies</i>	<i>9,377,088.00</i>	<i>435,834.00</i>	<i>4,277,838.00</i>	<i>0.00</i>	<i>45.62</i>
	Transfers & Contingencies	9,377,088.00	435,834.00	4,277,838.00	0.00	45.62
	<i>Transfers & Contingencies</i>					
20	Expense	12,580,188.00	715,690.07	5,988,201.99	456,314.71	47.60
	Wastewater Reclam.	15,000.00	173,295.35	149,316.95	-456,314.71	995.45
30	Watershed Protection NonDivisional					
	<i>Beginning Fund Balance</i>					
30-00-3500	Fund Balance	50,874.00	0.00	6,453.68	0.00	12.69
	<i>Beginning Fund Balance</i>	<i>50,874.00</i>	<i>0.00</i>	<i>6,453.68</i>	<i>0.00</i>	<i>12.69</i>
	NonDivisional	50,874.00	0.00	6,453.68	0.00	12.69
	Fund Balance	50,874.00	0.00	6,453.68	0.00	12.69
	NonDivisional Revenue					
30-00-4213	Watershed Protection Charges	1,751,000.00	141,667.38	1,006,461.53	0.00	57.48
30-00-4215	Penalties & Late charges	1,000.00	258.93	1,403.94	0.00	140.39
30-00-4290	Other Charges for Services	25,000.00	820.00	7,210.96	0.00	28.84
30-00-4610	Investment Revenue	2,000.00	22.47	143.55	0.00	7.18
	<i>Revenue</i>	<i>1,779,000.00</i>	<i>142,768.78</i>	<i>1,015,219.98</i>	<i>0.00</i>	<i>57.07</i>
	NonDivisional	1,779,000.00	142,768.78	1,015,219.98	0.00	57.07
	Revenue	1,779,000.00	142,768.78	1,015,219.98	0.00	57.07
	Watershed Protection Personnel Services					
30-23-5110	Regular Employees	113,000.00	9,931.93	67,676.97	0.00	59.89
30-23-5130	Overtime	1,000.00	0.00	0.00	0.00	0.00
30-23-5210	HealthDental Insurance	38,000.00	2,811.41	19,344.95	0.00	50.91
30-23-5230	Social Security	9,000.00	744.35	5,036.90	0.00	55.97
30-23-5240	Retirement	22,000.00	1,859.26	12,575.53	0.00	57.16
30-23-5250	TrimetWBFPaid Leave OR	2,000.00	122.16	784.22	0.00	39.21
30-23-5270	Workers Compensation	1,000.00	189.22	1,391.66	0.00	139.17
30-23-5290	Other Employee Benefits	0.00	0.00	0.00	0.00	0.00
	<i>Personnel Services</i>	<i>186,000.00</i>	<i>15,658.33</i>	<i>106,810.23</i>	<i>0.00</i>	<i>57.42</i>
	Materials & Services					
30-23-6155	Contracted Services	163,000.00	15,752.92	78,923.28	111,902.28	48.42
30-23-6340	System Maintenance	45,000.00	0.00	0.00	0.00	0.00
30-23-6420	Staff Training	3,000.00	395.00	1,249.00	0.00	41.63
30-23-6430	Certifications	1,000.00	0.00	0.00	0.00	0.00
30-23-6530	Small Tools & Equipment	1,000.00	0.00	0.00	0.00	0.00
30-23-6540	Safety Supplies	1,000.00	0.00	0.00	0.00	0.00
30-23-6550	Operational Supplies	7,000.00	0.00	2,989.99	0.00	42.71
30-23-6730	Communications	55,000.00	11,852.00	30,034.86	30,608.87	54.61
30-23-6780	Taxes, Fees, Permits	4,400.00	4,224.00	4,224.00	0.00	96.00
	<i>Materials & Services</i>	<i>280,400.00</i>	<i>32,223.92</i>	<i>117,421.13</i>	<i>142,511.15</i>	<i>41.88</i>
	Watershed Protection	466,400.00	47,882.25	224,231.36	142,511.15	48.08
	Transfers & Contingencies					
	<i>Transfers & Contingencies</i>					

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
30-29-8105	Transfers Out to Fund 05	1,069,000.00	89,083.00	623,581.00	0.00	58.33
30-29-8120	Transfers Out to Fund 20	154,600.00	12,883.00	90,181.00	0.00	58.33
30-29-9000	Contingency	138,874.00	0.00	0.00	0.00	0.00
	<i>Transfers & Contingencies</i>	<i>1,362,474.00</i>	<i>101,966.00</i>	<i>713,762.00</i>	<i>0.00</i>	<i>52.39</i>
	Transfers & Contingencies	1,362,474.00	101,966.00	713,762.00	0.00	52.39
	Expense	1,828,874.00	149,848.25	937,993.36	142,511.15	51.29
30	Watershed Protection	1,000.00	-7,079.47	83,680.30	-142,511.15	8,368.03
50	WW Revenue Bond Debt Service					
	NonDivisional					
	<i>Beginning Fund Balance</i>					
50-00-3500	Fund Balance	527,978.00	0.00	7,340.70	0.00	1.39
	<i>Beginning Fund Balance</i>	<i>527,978.00</i>	<i>0.00</i>	<i>7,340.70</i>	<i>0.00</i>	<i>1.39</i>
	NonDivisional	527,978.00	0.00	7,340.70	0.00	1.39
	Fund Balance	527,978.00	0.00	7,340.70	0.00	1.39
	NonDivisional					
	<i>Revenue</i>					
50-00-4610	Investment Revenue	3,000.00	0.00	1,733.79	0.00	57.79
	<i>Revenue</i>	<i>3,000.00</i>	<i>0.00</i>	<i>1,733.79</i>	<i>0.00</i>	<i>57.79</i>
	NonDivisional	3,000.00	0.00	1,733.79	0.00	57.79
	Transfers & Contingencies					
	<i>Revenue</i>					
50-29-4920	Transfer In from Fund 20	3,482,000.00	0.00	1,227,000.00	0.00	35.24
	<i>Revenue</i>	<i>3,482,000.00</i>	<i>0.00</i>	<i>1,227,000.00</i>	<i>0.00</i>	<i>35.24</i>
	Transfers & Contingencies	3,482,000.00	0.00	1,227,000.00	0.00	35.24
	Debt Service					
	<i>Revenue</i>					
	<i>Materials & Services</i>					
50-24-6810	2010 SRF Loan Principal	965,000.00	0.00	480,065.00	0.00	49.75
50-24-6811	2021 IFA Loan Principal	323,000.00	0.00	322,781.15	0.00	99.93
50-24-6813	JPM Bank Loan Principal	1,450,000.00	0.00	0.00	0.00	0.00
50-24-6820	2010 SRF Loan Interest	260,000.00	0.00	106,933.00	0.00	41.13
50-24-6822	2021 IFA Loan Interest	154,000.00	0.00	153,337.93	0.00	99.57
50-24-6823	JPM Bank Loan Interest	271,000.00	0.00	135,275.00	0.00	49.92
	<i>Materials & Services</i>	<i>3,423,000.00</i>	<i>0.00</i>	<i>1,198,392.08</i>	<i>0.00</i>	<i>35.01</i>
	Debt Service	3,423,000.00	0.00	1,198,392.08	0.00	35.01
	Expense	3,423,000.00	0.00	1,198,392.08	0.00	35.01
50	WW Revenue Bond Debt Service	589,978.00	0.00	37,682.41	0.00	6.39
71	Drinking Water Capital					
	NonDivisional					
	<i>Beginning Fund Balance</i>					
71-00-3500	Fund Balance	3,487,371.00	0.00	62,793.23	0.00	1.80
	<i>Beginning Fund Balance</i>	<i>3,487,371.00</i>	<i>0.00</i>	<i>62,793.23</i>	<i>0.00</i>	<i>1.80</i>
	NonDivisional	3,487,371.00	0.00	62,793.23	0.00	1.80
	Fund Balance	3,487,371.00	0.00	62,793.23	0.00	1.80
	NonDivisional					
	<i>Revenue</i>					
71-00-4221	System	50,000.00	9,594.00	186,667.00	0.00	373.33

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
71-00-4225	Development-Reimburse System	50,000.00	8,910.00	173,847.00	0.00	347.69
71-00-4610	Development-Improvement Investment Revenue	50,000.00	19,361.66	112,758.21	0.00	225.52
	<i>Revenue</i>	<i>150,000.00</i>	<i>37,865.66</i>	<i>473,272.21</i>	<i>0.00</i>	<i>315.51</i>
	NonDivisional	150,000.00	37,865.66	473,272.21	0.00	315.51
	Transfers & Contingencies					
71-29-4910	Transfer In from Fund 10 Revenue	1,500,000.00	125,000.00	875,000.00	0.00	58.33
	<i>Revenue</i>	<i>1,500,000.00</i>	<i>125,000.00</i>	<i>875,000.00</i>	<i>0.00</i>	<i>58.33</i>
	Transfers & Contingencies	1,500,000.00	125,000.00	875,000.00	0.00	58.33
	Revenue	1,650,000.00	162,865.66	1,348,272.21	0.00	81.71
	Drinking Water					
	<i>Capital Outlay</i>					
71-20-7200	Infrastructure	500,000.00	0.00	148,949.16	198,501.50	29.79
71-20-7300	Buildings & Improvements	25,000.00	0.00	0.00	0.00	0.00
71-20-7400	Improvement Other than Bldgs	0.00	9,000.00	9,000.00	0.00	0.00
71-20-7520	Equipment	200,000.00	0.00	15,666.42	145,658.55	7.83
71-20-7530	Information Technology	75,000.00	0.00	0.00	6,788.44	0.00
71-20-7600	Capital Improvement Projects	2,400,000.00	256,931.95	329,886.98	1,259,226.47	13.75
	<i>Capital Outlay</i>	<i>3,200,000.00</i>	<i>265,931.95</i>	<i>503,502.56</i>	<i>1,610,174.96</i>	<i>15.73</i>
	Drinking Water	3,200,000.00	265,931.95	503,502.56	1,610,174.96	15.73
	Transfers & Contingencies					
	<i>Transfers & Contingencies</i>					
71-29-9000	Contingency	370,000.00	0.00	0.00	0.00	0.00
	<i>Transfers & Contingencies</i>	<i>370,000.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
	Transfers & Contingencies	370,000.00	0.00	0.00	0.00	0.00
71	Expense	3,570,000.00	265,931.95	503,502.56	1,610,174.96	14.10
	Drinking Water Capital	1,567,371.00	-103,066.29	907,562.88	-1,610,174.96	57.90
72	Wastewater Reclamation Capital					
	NonDivisional					
	<i>Beginning Fund Balance</i>					
72-00-3500	Fund Balance	2,557,963.00	0.00	-1,011,212.03	0.00	-39.53
	<i>Beginning Fund Balance</i>	<i>2,557,963.00</i>	<i>0.00</i>	<i>-1,011,212.03</i>	<i>0.00</i>	<i>-39.53</i>
	NonDivisional	2,557,963.00	0.00	-1,011,212.03	0.00	-39.53
	Fund Balance	2,557,963.00	0.00	-1,011,212.03	0.00	-39.53
	NonDivisional					
	<i>Revenue</i>					
72-00-4220	System Development Charges	100,000.00	5,165.00	87,805.00	0.00	87.81
72-00-4610	Investment Revenue	30,000.00	16,442.06	105,064.38	0.00	350.21
72-00-4630	Miscellaneous Revenues	0.00	0.00	105,000.00	0.00	0.00
72-00-4650	Proceeds From Borrowing Revenue	1,500,000.00	0.00	0.00	0.00	0.00
	<i>Revenue</i>	<i>1,630,000.00</i>	<i>21,607.06</i>	<i>297,869.38</i>	<i>0.00</i>	<i>18.27</i>
	NonDivisional	1,630,000.00	21,607.06	297,869.38	0.00	18.27
	Transfers &					

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
	Contingencies					
	<i>Revenue</i>					
72-29-4920	Transfer In from Fund 20	3,200,000.00	266,667.00	1,866,669.00	0.00	58.33
	<i>Revenue</i>	<i>3,200,000.00</i>	<i>266,667.00</i>	<i>1,866,669.00</i>	<i>0.00</i>	<i>58.33</i>
	Transfers & Contingencies	3,200,000.00	266,667.00	1,866,669.00	0.00	58.33
	<i>Revenue</i>	4,830,000.00	288,274.06	2,164,538.38	0.00	44.81
	Wastewater-Plant					
	<i>Capital Outlay</i>					
72-21-7200	Infrastructure	0.00	0.00	0.00	0.00	0.00
72-21-7300	Buildings & Improvements	60,000.00	0.00	44,433.70	7,891.30	74.06
72-21-7520	Equipment	655,000.00	35,137.00	137,035.49	404,073.00	20.92
72-21-7530	Information Technology	115,000.00	91,225.54	91,225.54	6,788.43	79.33
72-21-7600	Capital Improvement Projects	900,000.00	115,821.61	486,673.11	432,741.21	54.07
	<i>Capital Outlay</i>	<i>1,730,000.00</i>	<i>242,184.15</i>	<i>759,367.84</i>	<i>851,493.94</i>	<i>43.89</i>
	Wastewater-Plant	1,730,000.00	242,184.15	759,367.84	851,493.94	43.89
	Wastewater-Collections					
	<i>Capital Outlay</i>					
72-22-7200	Infrastructure	225,000.00	0.00	97,281.45	7,300.00	43.24
72-22-7520	Equipment	30,000.00	0.00	0.00	0.00	0.00
72-22-7600	Capital Improvement Projects	3,600,000.00	137,378.75	1,176,775.08	1,167,784.87	32.69
	<i>Capital Outlay</i>	<i>3,855,000.00</i>	<i>137,378.75</i>	<i>1,274,056.53</i>	<i>1,175,084.87</i>	<i>33.05</i>
	Wastewater-Collections	3,855,000.00	137,378.75	1,274,056.53	1,175,084.87	33.05
	Transfers & Contingencies					
	<i>Transfers & Contingencies</i>					
72-29-9000	Contingency	653,800.00	0.00	0.00	0.00	0.00
	<i>Transfers & Contingencies</i>	<i>653,800.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
	Transfers & Contingencies	653,800.00	0.00	0.00	0.00	0.00
72	Expense	6,238,800.00	379,562.90	2,033,424.37	2,026,578.81	32.59
	Wastewater Reclamation Capital	1,149,163.00	-91,288.84	-880,098.02	-2,026,578.81	-76.59
73	Watershed Protection Capital					
	NonDivisional					
	<i>Beginning Fund Balance</i>					
73-00-3500	Fund Balance	2,613,105.00	0.00	30,571.09	0.00	1.17
	<i>Beginning Fund Balance</i>	<i>2,613,105.00</i>	<i>0.00</i>	<i>30,571.09</i>	<i>0.00</i>	<i>1.17</i>
	NonDivisional	2,613,105.00	0.00	30,571.09	0.00	1.17
	Fund Balance	2,613,105.00	0.00	30,571.09	0.00	1.17
	NonDivisional					
	<i>Revenue</i>					
73-00-4610	Investment Revenue	20,000.00	9,714.15	62,073.18	0.00	310.37
	<i>Revenue</i>	<i>20,000.00</i>	<i>9,714.15</i>	<i>62,073.18</i>	<i>0.00</i>	<i>310.37</i>
	NonDivisional	20,000.00	9,714.15	62,073.18	0.00	310.37
	Revenue	20,000.00	9,714.15	62,073.18	0.00	310.37
	Watershed Protection					
	<i>Capital Outlay</i>					
73-23-7600	Capital Improvement Projects	300,000.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget	Period Amt	End Bal	Encumbered	% of Budget
	<i>Capital Outlay</i>	300,000.00	0.00	0.00	0.00	0.00
	Watershed Protection	300,000.00	0.00	0.00	0.00	0.00
	Transfers & Contingencies					
73-29-9000	<i>Transfers & Contingencies</i>					
	Contingency	50,000.00	0.00	0.00	0.00	0.00
	<i>Transfers & Contingencies</i>	50,000.00	0.00	0.00	0.00	0.00
	Transfers & Contingencies	50,000.00	0.00	0.00	0.00	0.00
	Expense	350,000.00	0.00	0.00	0.00	0.00
73	Watershed Protection	2,283,105.00	9,714.15	92,644.27	0.00	4.06
	Capital					
Revenue Total		33,839,000.00	2,293,153.41	18,613,863.46	0.00	55.0071
Expense Total		40,056,913.00	2,314,746.09	16,149,722.45	5,331,394.28	40.3169

General Ledger
Account Roll up



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Period 07 - 07
Fiscal Year 2024

Sort Level	Description	Budget	Period Amt	End Bal	% Expend /Collect
Revenue	Revenue				
4210	Water Sales - CRW	\$ 30,000.00	\$ 2,209.26	\$ 29,680.77	98.9%
4211	Water sales	\$ 5,469,000.00	\$ 402,840.63	\$ 3,277,016.17	59.9%
4212	Wastewater Charges	\$ 11,913,000.00	\$ 874,793.36	\$ 6,642,406.44	55.8%
4213	Watershed protection fees	\$ 1,751,000.00	\$ 141,667.38	\$ 1,006,461.53	57.5%
4215	Penalties & late charges	\$ 23,000.00	\$ 2,149.91	\$ 15,800.59	68.7%
4220	System Development Charges	\$ 100,000.00	\$ 5,165.00	\$ 87,805.00	87.8%
4221	System Development-Reimburse	\$ 50,000.00	\$ 9,594.00	\$ 186,667.00	373.3%
4225	System Development-Improvement	\$ 50,000.00	\$ 8,910.00	\$ 173,847.00	347.7%
4227	System Development-Compliance	\$ -	\$ 240.00	\$ 4,698.00	0.0%
4230	Contract services	\$ 57,400.00	\$ 4,000.00	\$ 33,400.00	58.2%
4240	Service installations	\$ 10,000.00	\$ 2,490.00	\$ 42,453.00	424.5%
4280	Rents & leases	\$ 180,000.00	\$ 16,803.56	\$ 116,741.82	64.9%
4290	Other charges for services	\$ 45,000.00	\$ 1,770.00	\$ 20,260.36	45.0%
4610	Investment revenue	\$ 119,000.00	\$ 55,767.55	\$ 336,467.75	282.8%
4630	Miscellaneous revenues	\$ 37,000.00	\$ 12,869.76	\$ 149,977.03	405.3%
4650	Proceeds from borrowing	\$ 1,500,000.00	\$ -	\$ -	0.0%
		\$ 21,334,400.00	\$ 1,541,270.41	\$ 12,123,682.46	56.8%
4910	Transfer in from Fund 10	\$ 2,569,000.00	\$ 214,083.00	\$ 1,498,581.00	58.3%
4920	Transfer in from Fund 20	\$ 8,712,000.00	\$ 435,834.00	\$ 4,277,838.00	49.1%
4930	Transfer in from Fund 30	\$ 1,223,600.00	\$ 101,966.00	\$ 713,762.00	58.3%
Revenue	Revenue	\$ 33,839,000.00	\$ 2,293,153.41	\$ 18,613,863.46	55.0%
Expense	Expense				
Personnel Services					
5110	Regular employees	\$ 3,711,000.00	\$ 304,546.43	\$ 2,097,415.88	56.5%
5120	Temporary/Seasonal employees	\$ -	\$ 3,216.97	\$ 7,414.29	0.0%
5130	Overtime	\$ 139,000.00	\$ 22,873.55	\$ 92,889.86	66.8%
5210	Employee Ins	\$ 814,000.00	\$ 52,638.15	\$ 359,748.60	44.2%
5230	Social Security	\$ 289,000.00	\$ 24,784.36	\$ 162,328.93	56.2%
5240	Retirement	\$ 692,000.00	\$ 67,175.92	\$ 411,582.48	59.5%
5250	Trimet	\$ 62,000.00	\$ 4,031.26	\$ 25,510.23	41.2%
5260	Unemployment	\$ 5,000.00	\$ -	\$ 3,686.43	73.7%
5270	Workers compensation	\$ 49,000.00	\$ 3,275.78	\$ 24,167.74	49.3%
5290	Other employee benefits	\$ 15,000.00	\$ 99.29	\$ 6,929.90	46.2%
		\$ 5,776,000.00	\$ 482,641.71	\$ 3,191,674.34	55.3%
Materials & Services					
6110	Legal services	\$ 300,000.00	\$ 23,349.86	\$ 94,294.55	31.4%
6120	Accounting & audit services	\$ 76,000.00	\$ -	\$ 525.00	0.7%
6155	Contracted Services	\$ 1,463,000.00	\$ 98,548.65	\$ 552,280.04	37.8%
6175	Records Management	\$ 8,500.00	\$ 1,138.86	\$ 4,056.40	47.7%
6180	Dues & subscriptions	\$ 42,000.00	\$ 3,209.00	\$ 21,014.38	50.0%

Sort Level	Description	Budget	Period Amt	End Bal	% Expend /Collect
6220	Electricity	\$ 435,000.00	\$ 43,421.22	\$ 233,185.66	53.6%
6230	Telephone	\$ 59,700.00	\$ 3,801.22	\$ 27,485.21	46.0%
6240	Natural gas	\$ 9,000.00	\$ 1,486.91	\$ 4,799.52	53.3%
6250	Solid waste disposal	\$ 44,000.00	\$ 2,664.39	\$ 16,240.88	36.9%
6290	Other utilities	\$ 13,500.00	\$ 932.59	\$ 7,547.07	55.9%
6310	Janitorial services	\$ 34,000.00	\$ 2,756.70	\$ 19,296.90	56.8%
6320	Buildings & grounds	\$ 108,000.00	\$ 6,716.65	\$ 48,330.22	44.8%
6330	Vehicle & equipment maint.	\$ 80,000.00	\$ 8,979.65	\$ 31,387.30	39.2%
6340	Distribution system maint	\$ 245,000.00	\$ 3,517.47	\$ 63,027.71	25.7%
6342	Collection system maint.	\$ 220,000.00	\$ 35,017.84	\$ 110,081.05	50.0%
6350	Computer maintenance	\$ 434,500.00	\$ 33,639.56	\$ 225,834.02	52.0%
6410	Mileage	\$ 5,500.00	\$ 50.40	\$ 519.28	9.4%
6420	Staff training	\$ 83,500.00	\$ 371.00	\$ 23,427.19	28.1%
6430	Certifications	\$ 8,000.00	\$ 125.00	\$ 3,369.75	42.1%
6440	Board travel & training	\$ 5,000.00	\$ 230.00	\$ 853.65	17.1%
6510	Office supplies	\$ 36,000.00	\$ 907.93	\$ 16,799.58	46.7%
6520	Fuel & oils	\$ 50,000.00	\$ 4,136.53	\$ 21,428.99	42.9%
6525	Chemicals	\$ 77,000.00	\$ 4,522.95	\$ 33,204.28	43.1%
6530	Small tools & equipment	\$ 45,000.00	\$ 2,172.90	\$ 22,069.40	49.0%
6540	Safety supplies	\$ 60,000.00	\$ 6,103.04	\$ 39,793.42	66.3%
6550	Operational Supplies	\$ 30,000.00	\$ 416.39	\$ 11,930.53	39.8%
6560	Uniforms	\$ 42,000.00	\$ 2,943.75	\$ 23,435.37	55.8%
6570	In-House Laboratory Services	\$ 15,000.00	\$ 5,002.23	\$ 5,002.23	33.4%
6610	Board compensation	\$ 2,500.00	\$ -	\$ -	0.0%
6620	Election Costs	\$ 500.00	\$ -	\$ -	0.0%
6710	Purchased water	\$ 1,200,000.00	\$ 77,584.05	\$ 707,266.45	58.9%
6715	Water quality program	\$ 34,000.00	\$ -	\$ 13,843.63	40.7%
6720	Insurance	\$ 210,000.00	\$ 16,793.46	\$ 113,403.56	54.0%
6730	Communications	\$ 94,000.00	\$ 11,852.00	\$ 38,926.14	41.4%
6740	Advertising	\$ 7,000.00	\$ -	\$ 1,247.00	17.8%
6760	Equipment Rental	\$ 41,000.00	\$ 278.64	\$ 28,127.01	68.6%
6770	Bank charges	\$ 165,000.00	\$ 27,159.07	\$ 99,421.05	60.3%
6780	Taxes, Fees & Permits	\$ 121,400.00	\$ 9,898.85	\$ 66,093.16	54.4%
6790	Miscellaneous Expense	\$ 1,000.00	\$ -	\$ 87.94	8.8%
		\$ 5,905,600.00	\$ 439,728.76	\$ 2,729,635.52	46.2%
<u>Debt Service and Special Payments</u>					
6810	2010 SRF Loan Principal	\$ 965,000.00	\$ -	\$ 480,065.00	49.8%
6811	2010 IFA Loan Principal	\$ 323,000.00	\$ -	\$ 322,781.15	99.9%
6813	JPM Bank Loan Principal	\$ 1,450,000.00	\$ -	\$ -	0.0%
6815	Zions Bank loan-principal	\$ 193,000.00	\$ -	\$ -	0.0%
6820	2010 SRF Loan Interest	\$ 260,000.00	\$ -	\$ 106,933.00	41.1%
6822	2010 IFA Loan Interest	\$ 154,000.00	\$ -	\$ 153,337.93	99.6%
6823	JPM Bank Loan Interest	\$ 271,000.00	\$ -	\$ 135,275.00	49.9%
6825	Zions Bank loan-interest	\$ 16,100.00	\$ -	\$ 8,002.75	49.7%
		\$ 3,632,100.00	\$ -	\$ 1,206,394.83	33.2%
<u>Capital Outlay</u>					
7200	Infrastructure	\$ 725,000.00	\$ -	\$ 246,230.61	34.0%
7300	Buildings & Improvements	\$ 85,000.00	\$ -	\$ 44,433.70	52.3%
7400	Improvement other than Bldgs	\$ -	\$ 9,000.00	\$ 9,000.00	0.0%
7520	Equipment	\$ 885,000.00	\$ 35,137.00	\$ 152,701.91	17.3%
7530	Information Technology	\$ 190,000.00	\$ 91,225.54	\$ 91,225.54	48.0%
7600	Capital Improvement Projects	\$ 7,200,000.00	\$ 510,132.31	\$ 1,993,335.17	27.7%

Sort Level	Description	Budget	Period Amt	End Bal	% Expend /Collect
		\$ 9,085,000.00	\$ 645,494.85	\$ 2,536,926.93	27.9%
Transfers					
8105	Transfers out to Fund 05	\$ 4,168,000.00	\$ 347,333.00	\$ 2,431,331.00	58.3%
8120	Transfers out to Fund 20	\$ 154,600.00	\$ 12,883.00	\$ 90,181.00	58.3%
8150	Transfers out to Fund 50	\$ 3,482,000.00	\$ -	\$ 1,227,000.00	35.2%
8171	Transfers out to Fund 71	\$ 1,500,000.00	\$ 125,000.00	\$ 875,000.00	58.3%
8172	Transfers out to Fund 72	\$ 3,200,000.00	\$ 266,667.00	\$ 1,866,669.00	58.3%
		\$ 12,504,600.00	\$ 751,883.00	\$ 6,490,181.00	51.9%
		\$ 36,903,300.00	\$ 2,319,748.32	\$ 16,154,812.62	43.8%
9000	Contingency	\$ 3,169,613.00	\$ -	\$ -	0.0%
Expense	Expense	\$ 40,072,913.00	\$ 2,319,748.32	\$ 16,154,812.62	40.3%
Revenue Total		\$ 33,839,000.00	\$ 2,293,153.41	\$ 18,613,863.46	55.0%
Expense Total		\$ 40,072,913.00	\$ 2,319,748.32	\$ 16,154,812.62	40.3%
Grand Total		\$ (6,233,913.00)	\$ (26,594.91)	\$ 2,459,050.84	-39.4%



AGENDA ITEM

To	Board of Directors
From	Laural Casey, District Recorder
Title	Approval of Meeting Minutes
Item No.	4b
Date	March 19, 2024

Summary of Minutes for Approval

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

Attachments

1. February 20, 2024 Meeting Minutes



**OAK LODGE WATER SERVICES
BOARD OF DIRECTORS
REGULAR MEETING MINUTES
FEBRUARY 20, 2024**

Board of Directors

Susan Keil	Chair
Kevin Williams	Vice Chair
Paul Gornick	Treasurer
Ginny Van Loo	Director
Heidi Bullock	Director

Oak Lodge Water Services Staff

Sarah Jo Chaplen	General Manager
Brad Albert	Public Works Director/District Engineer (PWD)
Gail Stevens	Finance Director
David Hawkins	Plant Superintendent
Laural Casey	District Recorder

Consultants & Organizational Representatives

Laura Westmeyer	Cable Huston
Tommy Brooks	Cable Huston
Duncan Brown	PFM Financial Advisors

1. Call to Order

Chair Keil called the meeting to order at 6:00 p.m. and facilitated the flag salute.

2. Call for Public Comment

Eugene Whitley requested more information on financial funding and lobbyist activities. The Board asked PWD Albert to provide a brief overview.

3. Consent Agenda

Items on the Consent Agenda included:

- The December 2023 Financial Report,
- January 16, 2024 Board Meeting Minutes, and
- A Contract for Janitorial and Landscape Services with Relay Resources.

Director Van Loo moved to approve the Consent Agenda. Vice Chair Williams seconded.

The Board asked questions regarding the Financial Report.

District Recorder Casey conducted a roll call vote. Voting Aye: Directors Keil, Williams, Gornick, Van Loo, and Bullock.

MOTION CARRIED

4. Presentation of Options for Capital Projects Report

PWD Albert overviewed the funding alternatives considered by the Board on December 12, 2023, and provided an analysis of two options, including staff recommendation.

The Board asked questions regarding:

- Project and funding staggering,
- The WIFIA Loan minimum amount,
- Interim Financing Funding,
- The impact of borrowing on ratepayers.

There was Board deliberation and consensus to move forward with State loans.

Chair Keil asked public commentor, Eugene Whitley, if there were any further questions. Whitley asked about future borrowing and funding eligibility.

5. Presentation of Quarterly Capital Projects Report

PWD Albert overviewed the Quarterly Report detailing ongoing capital projects.

The Board asked clarifying questions about the capital projects.

6. Consideration of Resolution No. 2024-0025 for FY 2024 Budget Transfer

Finance Director Stevens summarized the proposed budget transfer.

The Board asked clarifying questions.

Treasurer Gornick moved to adopt Resolution No. 2024-0025 amending the fiscal year 2023-2024 Adopted Budget. Director Bullock seconded. District Recorder Casey conducted a roll call vote. Voting Aye: Directors Keil, Williams, Gornick, Van Loo, and Bullock.

MOTION CARRIED

7. Business from the Board

Vice Chair Williams provided a supplemental verbal report on monthly liaison activities.

The Board asked questions about the written reports.

Director Bullock requested consideration to change the time of public meetings. Chair Keil requested consideration of a different day. There was consensus to hold regular meetings of the Board of Directors on the second Tuesday of the month at 4 pm. General Manager Chaplen requested time to coordinate logistics with a tentative start date in May 2024.

There was a request to provide a video recording of public meetings. General Manager Chaplen requested time to consult with staff.

Director Bullock requested that Board Subcommittee meetings be reported in the monthly Administration Report, including date/time, items discussed, and recommendations.

8. Department Reports

PWD Albert provided a verbal report regarding lobbyist activities and attendance at the SDAO annual conference.

General Manager Chaplen announced a retirement date of March 22, 2024, and asked the Board to appoint an interim General Manager before March 22. The Board asked for staff to bring back hiring requirements and recruitment options at the March 19 meeting.

Chair Keil called for a motion to appoint an Interim General Manager. Treasurer Gornick moved to appoint Public Works Director Brad Albert effective March 23, 2024. Director Van Loo seconded. District Recorder Casey conducted a roll call vote. Voting Aye: Directors Keil, Williams, Gornick, Van Loo, and Bullock.

MOTION CARRIED

The Management Team provided highlights from their written reports.

The Board asked clarifying questions regarding monthly billing, beaver mitigation, access issues due to camping sites, nonrevenue water, lead testing, and leak detection.

9. Adjourn Meeting

Chair Keil adjourned the meeting at 7:40 p.m.

Respectfully submitted,

Susan Keil
Chair, Board of Directors

Date: _____

Kevin Williams
Vice Chair, Board of Directors

Date: _____

STAFF REPORT

To Board of Directors
From Aaron Janicke, Assistant District Engineer
Title Technical Services On-Call Contract
Item No. 5
Date March 19, 2024

Summary

Staff posted a Request for Proposals (RFP) from qualified consultants in relation to engineering and technical services. These on-call contracts expedite the procurement process for providing services and pre-qualifies consultants for specific areas of work.

Oak Lodge staff reviewed and scored all Statements of Qualifications (SOQs) from consultants and provided a list of selected firms for Board approval.

Background

Oak Lodge Water Services' capital needs range widely. The technical aspects of solving engineering problems for the wastewater and drinking water systems, the wastewater treatment plant, and our obligation to water quality within our service boundaries frequently requires input and involvement from consultants with knowledge and understanding of these highly specialized systems. To this end, Oak Lodge maintains our on-call technical services contracts with selected consultants. These contracts expedite the process of selecting consultants for individual projects.

As of June 30, 2024, the current contracts are set to expire. In anticipation of this, OLWS sent out an RFP in December of 2023. The RFP was broken down into 5 different areas of service that consultants could submit for individually:

- Area 1 – Engineering Services for the Treatment Plant and Pump Stations
- Area 2 – Engineering Services for General Engineering
- Area 3 – Environmental Services
- Area 4 – Right-of-Way, Private Property, and Surveying Services
- Area 5 – Public Involvement

This RFP was open until January 25, 2024. A total of 20 SOQs were submitted by 10 consultants. All SOQs were independently reviewed and scored by four members of OLWS staff. Scoring was based on the following metrics:

- Complete Cover Sheet (10 points)
- Proposer’s Relevant Experience (30 points)
- Team Experience (30 points)
- Past Projects (10 points)
- References (10 points)
- Proposal Format (10 points)

Results of the scoring provided the following list of consultants with the highest scores:

Engineering Services - Treatment Plant and Pump Stations	Engineering Services - General	Environmental Services	Right-of-Way, Private Property and Surveying Services	Public Involvement
Brown & Caldwell	AKS Forestry and Engineering	Brown & Caldwell	AKS Forestry and Engineering	Conсор
Tetra Tech	Century West Engineering		Westlake Consultants	WSC
Wallis Engineering	Wallis Engineering			
	WSC			

Past Board Actions

The previous technical services on-call contracts were awarded by the Board in 2018. The contracts were for 4 years, with an option to extend them an additional 2 years. In 2022, contract extensions were granted for all technical services on-call contracts.

Budget

Approval of the on-call contracts does not have an immediate financial impact or obligation for Oak Lodge Water Services. This contract would allow staff to write task orders for specific projects or tasks with any of the approved consultants. Any task order over \$75,000 would require approval from the Board.

Aside from special projects that are budgeted independently, funding for these tasks orders is usually budgeted for and contained within capital projects.

Concurrence

These on-call contracts are largely centered around projects and tasks associated with capital projects, treatment plant equipment, and MS4 permit compliance. The selection panel was

selected for internal assessment of the SOQs review based on their involvement in these key areas.

Recommendation

Staff recommends that the Board authorize the General Manager to enter into on-call contracts with firms selected to assist staff in completing technical services work.

Suggested Board Motion

“I move to approve the selection panels’ recommendations for on-call contracts and to authorize the General Manager to sign contracts with selected firms.”

STAFF REPORT

To Board of Directors
From Aaron Janicke, Assistant District Engineer
Title 2024-2028 Information Technology Services Contract
Item No. 6
Date March 19, 2024

Summary

The current contract for IT Managed Services ends June 30, 2024. Oak Lodge staff reviewed responses to our Request for Proposals from qualified firms and seek approval from the Board for the General Manager to sign a contract with Convergence Networks.

Background

Oak Lodge Water Services contracts with an IT provider for much of our routine IT needs. They provide help desk support for all staff to resolve IT issues, as well as implementing proactive security measures to protect infrastructure and sensitive information, monitor key system components, and provide preventative maintenance for operating systems and network components.

The current contract with Convergence Networks expires at the end of Fiscal Year 2024 on June 30, 2024. In anticipation of this, staff prepared and posted a Request for Proposals (RFP) for qualified Managed Service Providers (MSP) to continue providing the IT support needed by OLWS. This RFP deadline was January 29, 2024, and we received 6 proposals.

The proposals were reviewed and scored by staff independently based on the following pre-determined criteria:

- Ability to perform service requirements (35%)
- Expertise and relevant experience (35%)
- Financial Considerations (20%)
- References (10%)

With the individual scores averaged, Convergence Networks scored the highest out of the 6 proposals.

Past Board Actions

The current service agreement with Convergence Networks has been in place since 2017. Each year since 2017, the Board has passed a motion to allow the General Manager to extend the Convergence contract for the upcoming fiscal year.

Budget

Funds for the IT annual support amount have been included in the proposed FY25 budget.

The cost is \$7,345.35 per month for a total of \$88,140.20 for the year.

Recommendation

Staff recommends the Board authorize the General Manager to approve the new Service Agreement and Purchase Order for \$88,140.20.

Suggested Board Motion

“I move to authorize the General Manager to sign an IT support contract with Convergence Networks in the amount of \$88,140.20 for FY2025.”

Attachments

1. Convergence MSA Complete Care for FY25



Complete Care

Oak Lodge Water Services

www.convergencenetworks.com
(503) 906-1600

Master Service Agreement

This Master Services Agreement (“Agreement”) is entered into as of 02/01/2024 (“Effective Date”) between Convergence Northwest, LLC dba Convergence Networks (“Convergence Networks”) with offices at 4252 SE International Way, Suite A, Portland, OR 97222 and Oak Lodge Water Services, on behalf of itself and its affiliates, (collectively “Client”) with offices at 14496 SE River Rd Oak Grove OR 97267. Both Convergence Networks and Client are considered Parties to this Agreement.

Scope

The Agreement, including any Schedules to it, states the terms and conditions for any and all services and products purchased by the Client from Convergence Networks. All such items must be agreed to in writing by both Parties in a signed Sales Quote or Statement of Work (“SOW”) to be in force or effect. Upon signing, such Sales Quote or SOW shall be deemed to be incorporated into this Agreement. If there is any conflict between the terms of a Sales Quote or an SOW and those of this Agreement, the terms of this Agreement shall govern.

Term

This Agreement will start on the Effective Date and last for a period of one year (“Initial Term”). Following the Initial Term, the Agreement will automatically renew every year for an additional term of one year. Either Party may terminate the Agreement at any time by providing written notice to the other Party at least ninety (90) days prior to the intended termination date. At the termination date, all products and services under this Agreement will end except for those items that have a specific contract term that cannot be concluded early (e.g., managed software and hardware services, managed back-up and rapid recovery, managed hardware). Those products and services will terminate as outlined in their Schedule, SOW, or Sales Quote.

Client Point of Contact & Use

Client will identify one individual to be Convergence Networks’ point of contact (“POC”) and another individual to be the secondary contact. The Client represents that these people have the authorization to make decisions on behalf of the Client and may be relied upon by Convergence Networks when providing services and products under this Agreement. Client also represents that it will use the services and products purchased from Convergence Networks in compliance with all applicable laws and regulations.

Payment Terms

Convergence Networks will invoice Client 15 days prior to the start of each month for services to be provided during that given month. Full payment for the services shall be due on or before the first day of each month. Hourly and quoted project work as stated in any Sales Quote or SOW shall be due within 15 days of invoicing (net 15). All payments owing by the Client and not received by Convergence Networks within 30 days of the applicable invoice(s) due date shall be subject to a late charge from the date of invoicing until such amounts owed are paid in full at the lower of (a) 1% per month (12% per annum) or (b) the maximum allowable rate of interest permitted by applicable law. The Client also agrees that not paying any owed amounts will constitute a material breach under this Agreement. In the event of such breach and a failure to timely cure, Convergence Networks may withhold providing services and products, pursue collection at the Client’s sole expense, and/or terminate the Agreement.

Confidentiality & Security

With respect to any non-public information supplied in connection with this Agreement (“Confidential Information”), each Party agrees to not disclose Confidential Information and to use Confidential Information only to perform its obligations under this engagement. Confidential Information will not include information which is: a) publicly known, (b) already known to the recipient, (C) lawfully disclosed by a third party, (d) permitted to disseminate by the disclosing party, (e) independently developed, or (f) disclosed pursuant to legal requirement or order. Each Party may disclose Confidential Information on a need-to-know basis to respective independent contractors, agents and affiliates who agree to maintain its confidential nature. Convergence Networks may also mention the Client’s name and logo in external client lists or marketing materials. In the event of a security breach that impacts the other Party’s Confidential Information, the breached Party will notify the other Party as soon as reasonably possible after they become aware of the incident.

Convergence Networks maintains security policies, procedures, and systems for safeguarding Client’s Confidential Information. Upon reasonable advance notice, Client will have the right to validate Convergence Networks’ security program at any time.

Access

Client will provide Convergence Networks with access to all facilities, passwords, and information requested by Convergence Networks to provide its services and products. Access may be denied by the Client to Convergence Networks for any reason at any time, but if such access is denied, the Client understands and acknowledges that Convergence Networks (a) may be unable to perform its duties, (b) will not be liable for any non-performance, delay in performance or consequences therefrom, and (c) is still entitled to payment for the agreed upon services and products.

Non-Solicitation

During the term of this Agreement and for a period of twelve (12) months thereafter, the Client will not, without the prior written consent of Convergence Networks, directly or indirectly solicit, hire, or engage at another technology service provider with any current or former employees or contractors of Convergence Networks who perform work or services hereunder for the Client. Client acknowledges that the prohibition and restriction contained in this provision are reasonable in the circumstances and are necessary to protect the business of Convergence Networks. In the event of a breach, the Client agrees to pay Convergence Networks within 30 days after demand, an amount equal to 100% of the annualized base salary or payments of any such applicable employee or contractor.

Proprietary Rights

The Client acknowledges that Convergence Networks may use pre-existing proprietary computer software, methodology, techniques, software libraries, tools, algorithms, materials, products, ideas, skills, designs, know-how or other intellectual property owned by Convergence Networks or its licensors, and Convergence Networks may also create additional intellectual property based thereon in the performance of its services under this Agreement ("Convergence Networks IP"). The Client agrees that any and all proprietary rights to Convergence Networks IP are the sole and exclusive property of Convergence Networks or its licensors, free from any claim or retention of rights thereto on the part of the Client. The Client hereby assigns to Convergence Networks any rights to or any interest in the foregoing that it might claim to have. Client agrees that Convergence Networks is granting Client a revocable, non-assignable, non-transferable license to use such Convergence Networks IP for the express limited purpose of Convergence Networks providing the services pursuant to this Agreement. The Client will not copy, use, modify, or distribute any Convergence Networks IP except with the express written consent of Convergence Networks. The Client will not remove Convergence Networks IP (including trademark and copyright notices) from any deliverables or cause or permit the modification, distribution, reverse engineering, disassembly, or other translation of Convergence Networks IP.

Independent Contractor Relationship

Convergence Networks is an independent contractor engaged by the Client to provide services and products. Nothing in the Agreement is intended to or will create a partnership, a joint venture or an agency between Convergence Networks and the Client. Neither Convergence Networks nor any of its personnel or contractors are engaged as an employee or agent of the Client.

Non-Citizen Workers

At its election and in its sole discretion, Convergence Networks may make use of non-U.S. and/or non-Canadian citizen employees or contractors to provide services to Client. Client agrees that it is Client's responsibility to inform Convergence Networks of any restrictions relating to the use of non-citizen employees or contractors, including any rules, regulations, or other compliance requirements that may prevent non-citizen employees from accessing Client's network. If Client has informed Convergence Networks that non-citizen employees or contractors are prohibited from accessing Client's network, Convergence Networks will adjust security permissions appropriately to ensure that non-citizen employees or contractors may not access Client's network or systems. At all times during the term of this agreement Convergence Networks will be in compliance with all applicable labor and employment laws.

Mutual Indemnification

Each of the Client and Convergence Networks agrees to indemnify, defend and hold harmless the other party and their respective affiliates, successors, and assigns and their respective officers, directors, employees, agents and representatives from and against losses, claims, damages, costs, expenses (including attorneys' fees) alleged by any third party that arises or results from (a) the other party's breach of any representation, warranty, covenant, or obligation under this Agreement; (b) any gross negligence or willful misconduct by the other party or its employees, agents or representatives; or (c) any bodily injury, death, or damage to real or tangible personal property caused by the other party or its employees, agents or representatives.

Insurance

Convergence Networks shall maintain insurance coverage with minimum limits evidenced below. Prior to any work commencing under this Agreement, Client can request a Certificate of Insurance proving that all insurance is in force.

Convergence Networks agrees to carry no less than USD \$1,000,000 per occurrence and on an occurrence for Commercial General Liability, Network Security and Privacy Risk (Cyber Liability Coverage), Crime, and of USD \$500,000 Employers Liability in addition to appropriate Workers Compensation coverage.

Limitation of Liability

Convergence Networks' services are provided "as is," without any warranty whatsoever except as stated or represented herein. Convergence Networks disclaims all warranties, express, implied, or statutory, to Client as to any matter whatsoever, including all implied warranties of merchantability, fitness for a particular purpose and non-infringement of third-party rights. No oral or written information or advice given by Convergence Networks, or its employees, contractors, or representatives, will create a warranty or in any way increase the scope of Convergence Networks' obligations. Convergence Networks does not provide a written or

implied warranty to guarantee its services will be uninterrupted or error-free, Client data will be available, or that a network is protected against a security incident or breach including, but not limited to, phishing, data mining, wire fraud or ransomware. Convergence Networks recommends the Client acquire their own insurance to protect its business assets and people against cyber and other threats. Convergence Networks does not make any express or implied warranty and representation that the services and products delivered pursuant to this Agreement will make all or part of the Client's business compliant with any state, federal, or international cyber security compliance or data regulatory requirements laws such as, but not limited to, HIPAA, PCI, GDPR or DFARs. Convergence Networks' internal compliance does not mean the Client's business is also compliant. Convergence Networks disclaims all liability resulting from or related to actions caused by or under the control of third parties (e.g., internet service providers).

In certain circumstances, access to a service board is provided as a convenience to assist in tracking and managing IT service desk operations. Our service boards and systems are not designed to store, process, or transmit sensitive, private, and/or regulated data or personal information, including electronic Private Health Information (ePHI) or any other sensitive personal data (e.g., social security numbers, credit card data, etc.). Clients are responsible for ensuring no such data is recorded on our service board and/or placed into, processed by, or stored on our systems. If any such data is transmitted erroneously, Client is responsible for the removal of data. Client should not rely upon Convergence Networks to comply with data regulatory requirements on behalf of any client.

In all cases, Convergence Networks shall not be liable for indirect, special, punitive, incidental, or consequential damages arising out of or relating to this Agreement or the Convergence Networks services provided herein, whether foreseeable or unforeseeable, and whether based on breach of any express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort, or other cause of action (including, but not limited to, damages for loss of data, goodwill, profits, use of money, costs, investments, or use of equipment or facilities; interruption in use or availability of data; stoppage of other work or impairment of other assets; or labor claims), even if Client has been advised of the possibility of such damages. Under no circumstances shall Convergence Networks total liability to Client arising out of or related to this Agreement exceed an amount equal to the last 12 months of fees paid to Convergence Networks by Client for services, regardless of whether any action or claim is based on warranty, contract, tort, or otherwise. No action may be brought against Convergence Networks more than 1 year after the cause of action has accrued.

Third-Party Products

Any third-party products including software and cloud licenses provided to the Client shall be provided "as is." Returns of products are subject to the terms and conditions of the manufacturer. Warranties for third-party products, if any, are provided by the manufacturers and providers thereof and not by Convergence Networks. Convergence Networks' sole obligation is to act on behalf of the Client to assist in the satisfaction of any such warranty. Convergence Networks does not provide any additional warranties or extensions beyond the manufacturer and/or providers' warranty. Convergence Networks also assumes no liability for failure of equipment or software or any losses resulting from such failure. Without limiting the generality of the foregoing, the Client agrees to indemnify, defend and hold harmless Convergence Networks and its affiliates, successors, and assigns and their respective officers, directors, employees, agents and representatives from and against losses, claims, damages, costs, expenses (including attorneys' fees) alleged by any third party that arises or results from (a) the Client's use of the services and products provided by Convergence Networks; (b) violation of applicable laws; or (c) Convergence Networks authorized use of any materials, data or information supplied by the Client.

Pricing

The pricing for services and products provided by Convergence Networks to Client shall be specified in a Schedule, Sales Quote or SOW. Convergence Networks will periodically review pricing for all of its services and products. Any changes in price will be communicated to Client in writing in advance.

Taxes

The Client acknowledges and agrees that they are responsible for paying all applicable federal, state, and local taxes not collected by Convergence Networks on their behalf.

Arbitration & Governing Law

Convergence Networks and Client expressly waive any and all rights to a jury trial in the event of any controversies or claim arising out of or relating to this Agreement including any Sales Quote, SOW, or Schedule and agree any dispute shall be settled by binding arbitration before a single arbitrator in Clackamas County, Oregon by the governing laws of the State of Oregon. Judgment upon any award rendered by the arbitrator may be entered and enforced in any court having jurisdiction. If any arbitration is commenced between the parties to this Agreement, the prevailing party in such arbitration shall be entitled, in addition to such other relief as may be granted, its reasonable out-of-pocket fees and expenses including attorney's fees, expert witness fees, and the costs of the arbitration.

Drafting

The section headings contained in this Agreement are for convenient reference only and will not in any way affect the meaning or interpretation of this Agreement. No provision of this Agreement shall be construed against any Party merely because that Party or counsel drafted or revised the provision in question. Both Parties have been advised and have had an opportunity to consult with legal counsel of their choosing regarding the force and effect of the terms set forth herein. This Agreement shall be deemed to be jointly prepared by the Parties and therefore any ambiguity or uncertainty shall be interpreted accordingly.

Severability

Each provision of this Agreement is distinct and severable. If any provision of this Agreement is held to be invalid, void or unenforceable for any reason, the remaining provisions not so declared will nevertheless continue in full force and effect but shall be construed in a manner so as to achieve the intent of this Agreement as a whole, notwithstanding such unenforceable provision or provisions.

Waiver

No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other Party, whether express or implied, will not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

Force Majeure

This Agreement is designed to cover the needs of the Client during normal operating conditions. Convergence Networks shall not be liable for damages, delays, or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to acts of God, government restrictions, labor disputes, and wars.

Notices

Any notice of termination must be delivered to the address indicated at the beginning of this Agreement to the attention of Convergence Networks Chief Financial Officer in order for termination notice to be effective.

Survival

The Non-Solicitation, Indemnification, Proprietary Rights, Limitation of Liability, and Binding Effect provisions of this Agreement shall survive the termination of this Agreement.

Amendments

Except as otherwise provided in this Agreement, no provision may be amended, modified, or waived except by a written agreement signed by both Parties.

Binding Effect

Client warrants and represents that the person signing this Agreement is authorized to do so on behalf of the Client and may bind Client to all the terms and conditions contained herein. Client also represents and warrants that such person is acting within the scope of his or her authority as an officer, director or duly authorized agent or employee of the Client. This Agreement shall be binding upon and will inure only to the benefit of the Parties hereto and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended to confer or shall be deemed to confer upon any persons or entities not parties to this Agreement, any rights or remedies under or by reason of this Agreement. Notwithstanding the foregoing, Convergence Networks may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of the business.

Entire Agreement

This Agreement sets forth the entire understanding of the Parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any Party hereto.

Counterparts/Electronic Signatures

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts will together constitute one and the same instrument. The signatures to this Agreement may be evidenced by facsimile or electronic copies reflecting the Party's signature hereto, and any such facsimile copy shall be sufficient to evidence the signature of such Party as if it were an original signature.

Schedule A: Complete Care™ Terms

Managed IT Planning & Support Services Terms

If purchased, Convergence Networks will provide Managed IT Planning & Support Services in accordance with the following terms and conditions.

Covered Equipment

Convergence Networks provides coverage for the specific corporate equipment utilized by the Client for daily business operations. Client equipment coverage includes servers, thin clients, desktops, laptops, tablets, network devices (e.g., routers, switches, and firewalls) and mobile devices (phones, BYOD mobile device if Client allows).

Client equipment that is added as recommended and that is purchased directly from Convergence Networks during the provision of Managed IT Planning & Support Services shall automatically be covered, and Convergence Networks will manage documentation of purchase, manufacturer warranty tracking, and any related licensing agreements. Equipment that is purchased independently by the Client from a third party during the provision of Managed IT Planning & Support Services must be evaluated by the Convergence Networks as meeting required specifications in order to be covered. For this equipment, Client assumes sole responsibility for proof of purchase, warranty details, and license management. It is the sole responsibility of the Client to notify Convergence Networks of any equipment independently purchased without the involvement of the assigned Convergence Networks CSM or vCIO.

Client equipment coverage includes certain cloud-based services for which Convergence Networks will support connectivity between employees' devices (company owned or personal mobile devices allowed by Client) and their cloud-based provider. For Client utilizing Microsoft Azure and Microsoft 365 cloud-based technologies, Convergence Networks will only consider connectivity of these services with a personal mobile device Office application under covered Client equipment.

Unsupported Equipment & Applications

Manufacturer unsupported applications, end-of-life operating systems, Linux operating systems, Client printers, and Client equipment without a current active call-to-repair warranty are not covered under this Schedule. Managed IT Planning & Support Services for these items are available with best effort only and are billed hourly outside of this Agreement.

Network infrastructure items without a current active call-to-repair warranty, are billed at additional hourly rates when a support request or incident response is needed.

Employee personal or home network equipment (e.g., printer, ISP router, wireless access point, monitor) is excluded and billed hourly at additional rates and may only be considered as best effort support as this equipment is not Client owned.

Covered Hours

Convergence Networks will provide services during the following times:

Service	Available Hours
NOC Team	Monday through Friday, 8AM to 5PM PST, not including holidays.
Business Services Team	Monday through Friday, 8AM to 5PM PST, not including holidays.
Service Desk	Fully staffed Service Desk: Monday through Friday, 8AM to 5PM PST, not including holidays. Outside of normal business hours Convergence Networks provides 24x7x365 work stoppage phone, and as required, onsite support. Remote/Onsite services: As needed outside of normal business hours for work stoppage remediation, pre-scheduled maintenance, or pre-scheduled implementation.
SOC Team	Monday through Friday, 8AM to 5PM PST, not including recognized holidays. Security Incident Response 24x7x365
Professional Service Team	Monday through Friday, 8AM to 5PM PST, not including holidays.
Security Consulting & Assessment Team	Monday through Friday, 8AM to 5PM PST, not including holidays.

Convergence Networks is closed in observation of the following holidays:

United States:

New Year's Day	Memorial Day	Juneteenth	Independence Day
Labor Day	Thanksgiving	Day After Thanksgiving	Christmas Eve
Christmas Day			

Canada:

New Year's Day	Good Friday	Victoria Day	Canada Day
August Civic Holiday	Labour Day	Thanksgiving	Christmas Day
Boxing Day	Family Day		

Convergence Networks will periodically review its covered hours and will communicate any changes to Client in writing in advance.

Service Level Agreement

The Client will be assigned a service support team of highly skilled technical staff ready to offer support for its specific needs. For lower priority issues, Client can email or submit online service requests and Convergence Networks will generate and assign a service ticket. For higher priority or "work stoppage" incidents, the Client's Users will have direct dial access to a Service Desk for more expedient problem resolution.

Convergence Networks takes support of the Client's business needs seriously. The goal is to fix the issue promptly and correctly the first time. As such, Convergence Networks provides a Service Level Agreement ("SLA") time commitment to ensure it has assigned each Client support request to a service support resource and are actively working to resolve their ticket within the timeframes below.

Items	Details	SLA
RESPONSE TIME FOR CRITICAL SUPPORT INCIDENTS	In the case of a critical work stoppage related event, Convergence Networks will assign a qualified technical resource 24x7x365.	4 Hours
RESPONSE TIME FOR NORMAL SUPPORT INCIDENTS	A normal support issue impacting a non-critical portion of a User's job function will receive remote remediation during business hours by a qualified technical resource.	Next Business Day
ONSITE SUPPORT – CRITICAL FAILURE INCIDENTS	Convergence Networks will assign a qualified technical resource when critical systems are non-operational and Users cannot work 24x7x365. Onsite dispatch will be coordinated with Client.	Coordinated with Client
NON-URGENT REQUESTS	Non-Urgent service requests that can be anticipated with proper planning and do not impact the Client or a User's day-to-day operations shall be scheduled for resolution as needed.	Schedule
ROOT CAUSE ANALYSIS & PROBLEM MANAGEMENT	Convergence Networks follows Problem Management protocols for all critical or systemic incidents. Once services are restored, the Client's support team is assigned to identify the root cause of the issue to make recommendations for either remediations or permanent solutions. These solutions may require additional investments by the Client.	Schedule (Urgency based upon likelihood of recurrence)

Client Responsibilities

The Client will adhere to Convergence Networks' security recommendations to best protect Client equipment, data, and technology. The Client will allow deployment and usage of the remote monitoring and management (RMM), antivirus, antimalware, managed endpoint detection and response (Managed EDR), patching tools, and other tools provided by Convergence Networks. Client agrees to allow Convergence Networks and affiliated providers of the approved software tools to deploy them in the Client's network and onto its systems.

The Client will encourage employee cooperation with Convergence Networks team members to facilitate and improve timely resolution of issues and maintenance. This includes, but is not limited to, returning Service Desk calls promptly and communicating best times for Convergence Networks to remotely access Client's equipment or for performing on-site tasks. In cases where Client may be the "first to know" and/or suspect a potential issue, Client should immediately contact Convergence Networks for assistance

The Client will provide Convergence Networks with a suitable working environment for all equipment and will bear the risk of loss or damage to any equipment. A suitable environment includes, but is not limited to, the appropriate temperature, static electricity and humidity controls, and properly conditioned electrical supply for each piece of equipment.

If Convergence Networks is required to install or replicate any software for the Client as part of the Managed IT Planning & Support Services, the Client acknowledges that all such software is required to be properly licensed or owned. The Client's act of providing any software to Convergence Networks shall be deemed the Client's affirmative acknowledgment to Convergence Networks that the Client has a valid license that permits Convergence Networks to perform the services related thereto. The Client will solely retain the duty and obligation to monitor its equipment for the installation of unlicensed software. The Client will indemnify and hold harmless Convergence Networks against all damages and expenses suffered by Convergence Networks related to the Client breaching this provision or providing infringing materials to Convergence Networks.

In relation to third-party vendors, the Client will:

- Provide Convergence Networks with a list of any third-party software vendors used by the Client as well as the contact information for their technical support offices.
- Appoint Convergence Networks as a representative of the Client on the Internet account, any warranty accounts, and any other third-party support accounts in order to enable Convergence Networks to work directly with any third-party vendors on behalf of the Client for all Managed IT Planning & Support Services.
- Accept responsibility for all costs incurred in the process of Convergence Networks contacting third-party support for purposes of consulting, design, or support efforts.

The Client agrees that changes in the Client's systems, whether requested by the Client or identified by Convergence Networks, may require that additional equipment be purchased by the Client. In connection therewith, the Client agrees to work in good faith with Convergence Networks to effectuate such purchases or changes at Client's sole expense in a timely manner. In the event that Convergence Networks is required to purchase any assets, including computer hardware and/or software, in connection with providing the Managed IT Planning & Support Services, all such assets will remain the sole property of Convergence Networks unless specifically stated otherwise in writing.

Fair Usage, Amendments, and Contract Changes

The Client is responsible for notifying Convergence Networks of any increases or decreases in devices, sites, or Users that may require necessary changes to the Schedules, Sales Quote, or SOW. A monthly review of the Client services shall be performed, via phone, meeting (in-person or virtual) or in writing, to confirm the number of Users and devices in the Client's business. If User or device counts increase or decrease during the month, Convergence Networks will adjust the monthly pricing accordingly for the following month or for any renewal period.

Convergence Networks will notify the Client of any repeated actions by Users, or an unreliable and problematic device, that continuously and regularly, in the reasonable opinion of Convergence Networks, generates excessive technical support requests hereunder. If no action is taken by the Client to prevent or lessen such technical support requests, Convergence Networks reserves the right to remove the User or device from Managed IT Planning & Support Services, notify the Client in writing, and invoice separately for the support time.

Out of Scope Services

Services which are requested by the Client, but which are not covered by this Schedule shall be performed by Convergence Networks at its standard billable rates and invoiced separately to the Client. Subject to certain minimums, delivered services are billed based either as fixed fee or on the actual time spent (in 5-minute increments), regardless of the complexity of the problem or issues addressed. Convergence Networks reserves the right to change its rates periodically.

TYPE	SCHEDULED		EMERGENCY	
	Regular Business Hours	After Hours	Regular Business Hours	After Hours
Service Desk	Base Rate	Base Rate + 50%	Base Rate + 50%	Base Rate + 100%
Professional Services	Base Rate	Base Rate + 50%	Base Rate + 50%	Base Rate + 100%
Business Services	Base Rate	Base Rate + 50%	Base Rate + 50%	Base Rate + 100%
Security Consulting Services	Base Rate	Base Rate + 50%	Base Rate + 50%	Base Rate + 100%
SOC Services	Base Rate	Base Rate + 50%	Base Rate + 50%	Base Rate + 100%
Minimum Hours Billed	1	3	1	1

Scheduled Services = services performed during a technician open availability and coordinated prior to beginning work.

Emergency services = services performed during a timeframe when a technician is generally not available and has not been coordinated ahead of time.

Termination

Upon termination of Managed IT Planning & Support Services, Client agrees to pay all outstanding invoices prior to transfer of service. Once payment has been received, Convergence Networks will initiate an offboarding process that will work with the incoming provider or internal IT personnel to determine a schedule of service turn-down and tool removal.

This offboarding process assumes overlap between Convergence Networks and the incoming provider or internal IT. Convergence Networks expects that the incoming provider or internal IT operates in discovery-only mode, avoiding changing systems on the environment. The sole exception is deployment of the incoming provider's or internal IT's remote management tool configured without any automated or active maintenance activities. If any changes beyond this are executed on the network by the incoming provider or internal IT, Convergence Networks will still be entitled to payment through the termination date, but cease performing Managed IT Planning & Support services and immediately remove all services and tools.

Within the offboarding process, Convergence Networks will promptly provide to the Client or its representatives any documentation that is commercially feasible to transfer including administrative passwords. Some documentation elements are embedded within Convergence Networks' software systems and are not transferable. Tool removal is executed via automated means so Client should check and manually remediate any tools left on their systems.

Convergence Networks shall have no obligation to store or maintain any Client sensitive documentation within 90 days of ending service. Convergence Networks shall be held harmless for and indemnified by the Client against any and all claims, costs, fees, or expenses incurred that arise from or are related to Convergence Networks' deletion of Client data beyond the time frames described above or unauthorized access to Client systems after service has ended.

Billing Definitions

The following are definitions for Managed IT Planning & Support Services:

- **Deskless User:** A Deskless User is defined as an individual, employee or contractor, without a primary workstation with the ability to call in for support to the Service Desk. Deskless Users have coverage for their corporate mobile devices (phones, tablets) and their services/data provided by either internal server infrastructure or hosted/cloud solutions offered by third parties.
- **Kiosk User:** A Kiosk User is defined as an individual, employee or contractor, that uses a shared workstation with multiple staff for daily tasks with the ability to call in for support to the Convergence Networks Service Desk. Kiosk Users have coverage for their corporate mobile devices (phones, tablets), the shared workstations (laptops, desktops, hybrid tablets) and their services/data provided by either internal server infrastructure or hosted/cloud solutions offered by third parties.
- **Professional Services:** Professional Services are defined as services related to the any addition, change or upgrade to existing hardware, software or infrastructure installation, upgrade or migration of hardware or software related to the network and these services can be divided into Project Services and IMAC services.
- **Project Services:** A project is defined as a task or set of tasks where the Professional Services labor is estimated to need more than 1 day of 1 individual staff members time to complete and generally delivered over multiple days requiring a

project managers supervision.

- IMAC: An IMAC (Installations, Moves, Adds and Changes) is defined as a task or set of tasks where small projects require professional services staff and are generally delivered by one individual in under 4 hours, but typically not more than one full day.
- Work-stoppage – A network infrastructure related technical issue resulting in multiple staff being unable to work and accomplish daily tasks in the business. User related work-stoppage issues are rare but can occur and will be triaged for an optimal resolution by the Service Support team through standard support methods.

Schedule A: Complete Care™ Services Scope

Managed IT Planning & Support Services Scope

The following is a detailed list of inclusions and exclusions within the scope of Convergence Networks' Managed IT Planning & Support Services. As a comprehensive service provider, Convergence Networks can offer the technical expertise needed for most work that exceeds the scope of the service plan. In such cases, proposals will be made for Client pre-approval in the form of a SOW or Sales Quote.

Business Services Team - Consult & Design Scope	
Included within Scope	Excluded from Scope
<p>Development of a Technology Roadmap</p> <ul style="list-style-type: none"> ● Create a strategic technology roadmap, with budgets, around critical projected technology needs. ● Work with the Client's leadership to proactively identify business related technology challenges and ensure that Convergence Networks' team stays aligned with the Client's needs. With the participation of the Client, Convergence Networks will track trends and identify emerging technology issues, allowing for planning and proactive resolution before problems arise. ● Perform Strategic Business Reviews of the technology roadmap to drive progress and inform necessary adjustments. ● Perform Tactical Business Reviews for more frequent topics. <p>Asset Management Reporting</p> <ul style="list-style-type: none"> ● Track and report on vendor and warranty management where automated systems can gather such data. Custom-built computers or those furnished by second-tier manufacturers may not be able to show this information. Thus, Convergence Networks will be unable to report on system age and lifetime. ● Convergence Networks will evaluate Client identified critical vendors for information not recorded by device agents along with contact information. <p>Essential Tools & Additional Reporting</p> <ul style="list-style-type: none"> ● Technology Executive Summary ● Project Plan ● Hardware Warranty Sheet ● Annual IT Budget ● Automated Monthly Device Health Report ● Automated Monthly Open and Resolved Tickets Report ● Support Ticket Portal 	<ul style="list-style-type: none"> ● Creation of policies, documentation, job descriptions, and request for proposals (RFP) ● Staff training sessions. ● Detailed solution analysis and solution architecting beyond Convergence Networks' standard Service Catalog items, proposal, or presentations. ● Completion of software/technology audits (GDPR, Microsoft SAM) or third-party compliance applications. (e.g., PIPEDA, PCI, HIPAA, ISO, SOC, NIST, CMMC, GLBA, Protected B, etc.) ● Completion of Cyber Liability Insurance applications beyond supplying the Client documentation for standard technical application questions related to equipment and configuration information contained in Convergence Networks' network documentation and configuration records. ● Completion of security based technical, administrative, and physical audits or assessments for compliance, breach response, e-discovery, forensics, or policy and procedure work. This is available to be provided by a qualified Convergence Networks virtual Chief Information Security Officer (vCISO) as a separate project. ● Data mining, harvesting, report writing, analytics, or any form of data manipulation. ● Consulting related to office moves or M&A activity. ● Vendor contract negotiations or billing reviews and acceptance.

Service Desk and Onsite Support Scope	
Included within Scope	Excluded from Scope
<p>Incidents, Requests, & Problem Management</p> <ul style="list-style-type: none"> ● User registration of a service ticket or support request via email, phone, or portal. ● User access to the service desk during normal business hours for all issues and after-hours access to on-call staff for critical work 	<ul style="list-style-type: none"> ● Data entry, manipulation, or purging. ● Manual archiving or cleaning of staff data and email. ● Support for personal software or hardware. ● Support for home internet, network, or devices (e.g. printers) that are not Client owned.

stoppage issues.

- Creation of service tickets by Convergence Networks staff for each incident, alert, or request.
- Virus or malware clean-up on Client owned individual workstations or servers supported under the Agreement using the approved Convergence Networks Service Catalog products only. Recovery from such security incidents where Client has elected to not use the approved Convergence Networks Service Catalog products is subject to separate hourly billable services.
- Incident and basic support performed on Microsoft solutions and associated applications. This excludes data manipulation help.
- First level support for verified critical business applications. Vendor support contract or escalation path for applications is required.
- First level support for documented Internet or wide area network services and associated devices. Vendor support contract and escalation point is required.
- Microsoft Windows and Apple MacOS operating system support, including rebuilds.
- Restoration of network devices and servers, including the operating system and applications. Restoration of server data from Convergence Networks Service Catalog defined backup and/or continuity solutions.
- Sangoma Switchvox, Convergence Networks ROAM, or Microsoft Teams Phone systems and support for associated hardware, soft phones and VoIP solution.
- Secondary level support for security camera systems in assistance of Client's security camera vendor. Security camera vendor must be primary support.
- Basic support for mobile devices (corporate and approved BYOD personal mobile phones & tablets) related to connectivity with approved Microsoft 365 business applications and corporate data.
- User management requests including adding and removing Users for Active Directory, Azure AD, and Microsoft 365.
- User requests for creating/disabling email/distribution accounts, conference room calendar creation/removal, and sharing of email accounts between staff or staff's mail applications.
- Providing and removing access to network shares.
- Printer drivers and network integration for existing equipment.
- Management and support of general security policies when utilizing the following technologies: Active Directory, Azure AD, and Microsoft 365 tools.
- Remote installation of basic business applications on a single workstation not requiring a backup, testing, or quality assurance. Applications must be able to be packaged and/or installed remotely in a maximum of 15 minutes per install. (MS Office Suite, Adobe Writer/Reader, Adobe Creative Suite, etc.)
- Application and enforcement of domain policies such as password using Active Directory or Azure AD toolset.
- Global email filtering and whitelist management. Per user management portal and user training for self-management.
- DNS management including DNS changes required for systems outside of Convergence Networks' management. (i.e. corporate website)
- Enabling and managing VPN account, VPN tunnels and remote access for staff and third parties as approved by the Client.
- Management, renewal, and implementation of SSL Certificates across internal firewalls, portals, and systems under Convergence Networks' management.

- Staff training.
- Hardware printer repairs.
- Non-Sangoma Switchvox, Non-Convergence Networks ROAM or Non-Microsoft Teams phone systems and associated hardware repairs, including phone handsets. Phone vendor must be primary support.
- Network low-volt cabling, patching, termination, cable clean-up or labeling.
- Software development, website development, SEO, and management.
- After-hours remote support or troubleshooting for non-work stoppage issues.
- Security incidents or data breaches caused by the Client's staff, Client's neglect, or due to refusal to implement Convergence Networks recommended solutions. (e.g., successful phishing incident)
- Recovery from Ransomware beyond standard backup recovery.
- Management and support of security policies requiring non-Microsoft tools.
- Mass installation or upgrade of an application for a Client department or across the Client's network.

Included within Scope	Excluded from Scope
<p>Professional Services Labor</p> <ul style="list-style-type: none"> All projects will be scoped as fixed bid or estimates, no professional services are included within the base service plan unless the Professional Services Plan (add-on) has been selected. 	<ul style="list-style-type: none"> Implementation of new user workstations, laptops w/docking station, tablets, monitors, for new and existing staff, regardless of who purchased the device. Additional one-time device setup fees apply. New upgrades to internal components such as video cards, RAM, or Hard Drive. For Apple computers, Convergence Networks recommends an Apple certified service center to prevent voiding warranties. New or replacement printer, scanners, or multifunction units, including local or network devices. Physical office relocations, office remodel or expansion turn down/turn up or opening of new locations. Network low-volt cabling, patching, termination, cable clean-up or labeling. Oversight and centralized application integration for Client applications on supported devices. Implementation of new security technology across the organization. Implementation of new secondary or primary ISP. Implementation of a new server; physical, virtual, or Cloud-based. Cloud to Cloud migrations or on-premises to cloud migrations. Implementation of new switches, firewalls, access points, or other advanced networking equipment. Implementation of new SSL certificates to existing infrastructure. Implementation of used or previously retired items back into the environment unless necessary as a critical and temporary work around to restore services. Implementation of new disks into SAN or Server environment to add capacity. Implementation of personal software or hardware. Implementation of new software solutions not specifically outlined within the "Included within Scope" section.

Network Operations Center (NOC) Services Scope	
Included within Scope	Excluded from Scope
<p>Network Monitoring, System Management & Oversight</p> <ul style="list-style-type: none"> Network management license per covered device to be used for remote access, monitoring, management, and ticket submission. Anti-virus and anti-malware per covered device to be used for malware & virus protection, removal, and alerting. Anti-spam software is included per User for Client with on-premises Exchange only. Client with Microsoft 365 utilize licenses as part of the associated package. Labor for centralized management is included. Microsoft Patch monitoring, event log, and resource monitoring is conducted during NOC hours. Alerts will be configured on Client servers to monitor uptime, memory and CPU usage, hard drive space, and network connectivity. Alerts and event logs on the servers will be monitored and errors will trigger the NOC to create tickets for investigation and resolution options. Monitoring Convergence Networks provided anti-virus and anti-malware for threats. Convergence Networks will deploy Network Monitoring & Management (NMM) agents to monitor network devices. Limited to vendor supported devices. (Firewall, Switch, AP) 	<p>Network Monitoring, System Management & Oversight</p> <ul style="list-style-type: none"> Support, management, responsibility, or accountability for tools, technology, or vendors beyond those defined within Convergence Networks Agreement and Schedules are excluded. Monitoring of systems, devices, or software that is not part of Convergence Networks Service Catalog. Firewall firmware updates, unless Convergence Networks deems it required. Setting up port forwarding to allow specific traffic into the office. Monitoring of systems that are end of life/support. Licenses for Office 365 or Microsoft 365. Tools, hardware, or licenses for email archives or email encryption. Network vulnerability remediation is available to all clients billed hourly as a project only. <p>Backup, Continuity, and Disaster Recovery Management & Oversight</p>

- Convergence Networks NMM will monitor and alert network infrastructure device performance issues. Limited to vendor supported devices.
- Convergence Networks NMM will backup network infrastructure device configurations. Limited to vendor supported devices.
- Convergence NMM will monitor and alert for VPN tunnel connectivity performance issues. Limited to vendor supported devices.

Backup, Continuity, and Disaster Recovery Management & Oversight

- Setup and daily monitoring of Convergence Networks Service Catalog approved backup solutions to ensure completion and effectiveness. Includes monitoring for backup failures and lack of expected success.
- Ticketing and escalation of backup failures for investigation and resolution.
- File level test and restoration per Client's request.

Patch Management

- Convergence Networks offers Microsoft Windows and Third-party solution based approved patch management and will establish maintenance windows.
 - Regular patches and less critical security updates are approved and installed by Convergence Networks after a brief internal testing period.
 - Patches deemed critical due to security exploits may be installed immediately with limited Client notification as Convergence Networks reserves the right to take a "security first" stance implementing patches outside of approved maintenance windows in such rare cases.
- If the Client declines a regularly scheduled patch maintenance window, patches will be postponed until the following maintenance window.
- Microsoft patching that is part of the Windows Update Catalog.

- Monitoring of backup, continuity, or disaster recovery software that is not part of Convergence Networks Service Catalog.
- Tools, hardware, or licenses for backup, continuity and/or disaster recovery solutions.
- Disaster Recovery Testing is available to clients and is billed hourly as a project.
- Advanced recovery from a Client declared disaster.
- Backup and recovery of physical Linux servers.

Patch Management

- Expedited installation of non-security or non-critical Microsoft patches outside of Convergence Networks' maintenance windows.
- Installation of patches for non-Microsoft applications which require manual or onsite service to be completed.
- Manual install of Microsoft Patches on user desktop or laptop devices.
- Monitoring and resolution of third-party patching failure.
- Deployment of Microsoft Patches that are not part of the Windows Update Catalog.

Security Operations Center (SOC) Services Scope

Included within Scope

Security, Incident Management & Oversight

- Security Incident alert response - review to identify and confirm incident, contain, and eradicate security threats.
- Creation of service tickets for each incident, alert, or request.
- Responses are assigned to qualified resources for addressing remediation needs or project quoting for long-term resolution.
- User reported Phishing email review and response.
- User reported malware sample review and response.
- Vulnerability remediation only for items that can be fixed within the scope of Convergence Networks automation tools. All other vulnerability remediation is billed hourly or as a separate special project.

Managed Endpoint Detection & Response (Convergence Networks Included Products Only)

- Product installation, maintenance, and troubleshooting if needed.

Excluded from Scope

Security, Incident Management & Oversight

- Support, management, responsibility, or accountability for tools, technology, or vendors beyond those defined within Convergence Networks Agreement and Schedules are excluded.
- Recovery from ransomware beyond standard recovery from backup.
- Compliance framework consulting and assessments.
- Cyber liability insurance coverage consulting and questionnaire completion.
- Data loss related to the use of unsupported and/or unapproved security products or services or any non-Schedule B products or services, data recovery is billed hourly in the event of an incident.

Vulnerability Management Services

- Internal vulnerability scanning.
- Available to all clients, special agreement required for these services.
- All remediation work outside the scope of Convergence Networks

- Perform external vulnerability scans and report findings.
 - Create tickets for critical vulnerability resolution review and remediation project option.
- Threat detection and validation.
- Threat response – Triage: Identification, Containment, Eradication, Technical incident reporting.
- 24/7 Security Operations Center.
- Remote containment of compromised endpoints within the capabilities of the deployed tools.
- Standard recovery from backup.

Remediation work outside the scope of convergence networks automation tools capabilities is billed hourly or as a special project.

Managed Endpoint Detection & Response

- Forensic Investigation.
- Remediation from security incidents with a previously presented vulnerability remediation plan was rejected.
- Recommended remediation projects and planning.
- Audit and compliance reporting.

Advanced Recovery & Remediation

- Advanced Recovery
 - Recovery beyond standard backup: restorations can be very in-depth and complicated but will need to occur rapidly to support continued business operations and therefore are understood to be billable.
- Advanced Remediation
 - Remediation of detected or exploited vulnerabilities.
 - Remediation of pre-existing misconfigurations within environment.

CyberSOC Live Security Monitoring (Convergence Networks Service Plan Included Products Only)

- Threat detection.
- Threat response - Triage: Identification, Containment, Eradication.
- Threat response remediation & lessons learned: Tickets created for responsible teams.
- 24/7 Security Operations Center.
- Technical incident reporting.
- Service support and maintenance.
- Phishing email submission response.

Schedule A: Complete Care™ Pricing Addendum

DESCRIPTION	RECURRING	QTY	EXT. REC.
Monthly Recurring			
SS Per User Complete Care	\$163.23	45	\$7,345.35
SS Per User Complete Care			
Monthly Recurring Subtotal			\$7,345.35
	Monthly Subtotal:		\$7,345.35

Schedule B: Managed Software and Hardware Terms & Services Scope

Convergence Networks will provide Managed Software and Hardware Services in accordance with the following terms and conditions. All associated management, maintenance and support for Schedule B items will be provided to Client during Covered Hours unless specified differently in the Schedule B.

Equipment and Software Covered

The specific Managed Software & Hardware covered under the Schedule B will be specified in the SOW or Sales Quote.

Management, Maintenance & Support Services	
Included within Scope	Excluded from Scope
<ul style="list-style-type: none"> • User registration of a service ticket or support request via email, phone, or portal • Management of all levels of support for third-party products or services included in Schedule B • Creation of service tickets by Convergence Networks staff for each incident, alert, or request related to third-party products or services. • User management requests including adding and removing Users for Active Directory, Azure AD, and Microsoft 365. 	<ul style="list-style-type: none"> • Data entry, manipulation, or purging. • Manual archiving or cleaning of staff data and email • Staff training • After-hours remote support or troubleshooting for non-work stoppage issues. • Licenses for Office 365 or Microsoft 365 not purchase from Convergence Networks • Expedited installation of non-security or non-critical Microsoft patches outside of Convergence Networks' maintenance windows • Deployment of Microsoft Patches that are not part of the Windows Update Catalog

Term

The term for Managed Software Services items purchased on behalf of Client under an annual contract with suppliers will be twelve (12) months and for Managed Software Services items purchased on behalf of Client under a monthly contract with suppliers will be month-to-month. The term for Managed Hardware Services items purchased on behalf of Client under an annual contract with suppliers will be twelve (12) months and for Managed Hardware Services items purchased on behalf of Client under a thirty-six (36) month contract will be thirty-six (36) months.

Managed Hardware Service Level Agreement

Service	Details	SLA
Hardware Replacement (Standard)	Any identified hardware failure of managed equipment will be replaced following the manufacture warranty response times and depending on hardware availability from manufacturer. Migration services and location changes may extend installation time frame.	Warranty/Manufacturer Dependent
Hardware Critical Failure Incident	For critical points of failure (e.g., Firewalls, Switches) Convergence Networks makes a good faith effort to keep spare units on hand. It is Convergence Networks' goal to restore services rapidly and then schedule a permanent hardware replacement during a pre-defined maintenance window.	Best Effort/Manufacturer Dependent

Client Responsibilities

Client will not make any alterations, additions, or modifications to the hardware covered under Schedule B without the prior written consent of Convergence Networks. Client will use the hardware only for the purpose, and in a manner, for which the hardware was intended. Client will not move the hardware from the location originally implemented by Convergence Networks unless the Client receives prior written consent from Convergence Networks. If equipment was provided to the Client and is lost,

stolen, or intentionally misused by the Client, the Client agrees to pay Convergence Networks the remainder of the agreement, in full, within 30 days. Client also will reimburse Convergence Networks for the cost of any lost, stolen, or damaged equipment at full replacement value.

Reclaimed Hardware

Convergence Networks may at its discretion reclaim and take possession of hardware covered under Managed Hardware Services at any time if the Client (a) breaches any term of this Agreement or (b) files for bankruptcy, becomes insolvent, or makes any assignment for the benefit of creditors.

Termination

At the end of the term for Managed Hardware Services, the Schedule will automatically renew for subsequent three (3) month term on the day following the end of the initial term unless either party gives written notice ninety (90) days prior of the intent not to renew. If not renewed, the Client will at its sole cost will return the hardware and all accessories covered by the services to Convergence Networks.

At the end of the term for Managed Software Services, the Schedule will automatically month-to-month Managed Software Services or renew for subsequent twelve (12) month term for annual contract purchased items on the day immediately following the end of the initial term unless either party gives written notice ninety (90) days prior of the intent not to renew.

Convergence Networks will manage any warranty renewals and notify Client if the hardware or software is end of life by the manufacturer. Should the hardware or software reach end of life and Convergence Networks is unable to renew the warranty, Convergence Networks shall not be considered in breach of this Agreement. If Client chooses to terminate this agreement early, Client agrees to pay the remaining portion of the initial term for Managed Software Services products purchased on behalf of Client under annual contracts and Managed Hardware Services products purchased under annual contracts and thirty-six (36) month contracts.

Schedule B: Pricing Addendum

DESCRIPTION	RECURRING	QTY	EXT. REC.
Monthly Recurring - Items			
Ninjo Cyber Education (US) Cyber Education Subscription – Monthly Billing	\$0.00	45	\$0.00
Convergence MDR - per Endpoint Huntress - MDR - Per Endpoint - Monthly Billing	\$0.00	70	\$0.00
SOC Quarterly External Vulnerability Scan SOC External Vulnerability Scan	\$0.00	1	\$0.00
Microsoft 365 Business Basic (started 10/1/2023) Microsoft 365 Business Basic - Annual Commitment - Monthly Billing	\$6.00	5	\$30.00
Microsoft 365 Business Premium (started 1/1/2024) Microsoft 365 Business Premium (NCE) - Annual Commitment - Monthly Billing	\$22.00	43	\$946.00
Exchange Online (Plan 1) (started 1/1/2024) Microsoft Exchange Online Plan 1 Subscription (NCE) - Annual Commitment - Monthly Billing	\$4.00	1	\$4.00
Office 365 Enterprise E1 (started 10/1/2023) Microsoft Office 365 E1 Subscription (NCE) - Annual Commitment - Monthly Billing	\$10.00	1	\$10.00
Microsoft 365 Project Plan 3 (started 10/1/2023) Microsoft Office 365 Project Plan 3 Subscription (NCE) - Annual Commitment - Monthly Billing	\$30.00	2	\$60.00
Visio Plan 2 (started 10/1/2023) Visio Plan 2 (NCE) - Annual Commitment - Monthly Billing	\$15.00	4	\$60.00
Microsft CSP Azure Services, consumption invoicing, Dec 2023 example shown (started 7/1/2023) Microsft CSP Azure Services	\$60.48	1	\$60.48
VCSP - Enterprise VCSP Availability Suite - Enterprise	\$17.00	8	\$136.00
Monthly Recurring Subtotal			\$1,306.48
	Monthly Subtotal:		\$1,306.48

Schedule Z: Client Locations

Covered Locations

Convergence Networks will provide onsite services to Client Users and equipment located at the following included address(es):

Location Name:	Address	Excluded or Included
Admin Office	14496 SE River Rd, Oak Grove, OR 97267	Included
Tech Office	14611 SE River Rd, Oak Grove, OR 97267	Included
Wastewater Reclamation Facility	13750 SE Renton Ave, Milwaukie, OR 97222	Included

Note: The Client is responsible for informing Convergence Networks in writing of any additions and subtractions to site locations intended to be covered.

Except for tolls or parking expenses, which will be billed separately, any onsite work performed by Convergence Networks at locations listed above that are within 60 miles of a Convergence Networks office are covered. Any locations beyond 60 miles of a Convergence Networks office listed as excluded above or not listed above, shall require additional travel charges to work onsite. Travel charges will be billed for one-way trip time at the current hourly Professional Services (PS) hourly rate (PS Rate x Drive Time One-way = Travel Charge billed to Client).

Users working from home office locations will receive remote support for their company owned equipment under the agreement. Best-effort remote support for non-company owned equipment is separately billed hourly since Convergence Networks cannot make home network, personal printer, or ISP changes for these Users on their home networks.

Complete Care



Prepared by:
Convergence Networks

John McCloskey
503-906-1527
jmcloskey@cnwi.net

Prepared for:
Oak Lodge Water Services

14496 SE River Rd
Oak Grove, OR 97267
Aaron Janicke
(503) 353-4233
aaron@olwsd.org

Quote Information:
014493


Version: 1
Delivery Date: 01/10/2024
Expiration Date: 01/31/2024
Start Date: 02/01/2024

Monthly Expenses Summary

DESCRIPTION	AMOUNT
Schedule A: Complete Care™ Pricing Addendum	\$7,345.35
Schedule B: Pricing Addendum	\$1,306.48
Monthly Total:	\$8,651.83

I affirm I am an agent of the Client listed below and legally authorized to act on its behalf. By electronically signing below, I agree to honor the Master Service Agreement and associated Schedule Addendums.

Convergence Networks

Signature: 
Name: John McCloskey
Title: Director of Business Services
Date: 01/10/2024

Oak Lodge Water Services

Signature: _____
Name: Aaron Janicke
Date: _____



STAFF REPORT

To Board of Directors
From Aaron Janicke, Assistant District Engineer
Title Consideration of Contract for Geographic Information System (GIS) Services
Item No. 7
Date March 19, 2024

Summary

Renewal of a 3-year Environmental Systems Research Institute (ESRI) Small Enterprise Agreement for a Small Utility, for their GIS software licensing and maintenance.

Background

For small utilities, ESRI provides their services for a single cost each year for a 3-year period. For a fixed cost, the agreement provides continued and additional software licensing for our GIS server(s) and desktop software. Oak Lodge Water Services (OLWS) uses GIS for mapping, sewer main TV inspections, asset management, permit review, and general analysis for customer service. These services are essential to OLWS work.

Past Board Actions

The Board approved the previous ESRI software agreement in 2021.

Budget

The cost for this license is \$29,300 per year for three years, totaling \$87,900. The previous annual cost was \$25,000 per year. ESRI has increased costs for all small utility clients uniformly.

Recommendation

Staff recommends the Board authorize the General Manager to sign the 3-year agreement.

Suggested Board Motion

"I move to authorize the General Manager to sign a contract with ESRI in the amount of \$87,900 for three years of GIS software licensing."

Attachments

1. ESRI Fee Schedule and Scope of Work



Quotation # Q-515234

Date: February 9, 2024

Customer # 222668 Contract # ENTERPRISE AGREEMENT

Oak Lodge Water Services District
Technical Services
14611 Se River Rd
Oak Grove, OR 97267-1109

ATTENTION: Elaine Murray
PHONE: 503-353-4222
EMAIL: elaine@olwsd.org

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 2/9/2024 To: 5/9/2024

Material	Qty	Term	Unit Price	Total
168089	1	Year 1	\$29,300.00	\$29,300.00
Meter Counts 10,001 to 50,000 Small Utility Enterprise Agreement Annual Subscription				
168089	1	Year 2	\$29,300.00	\$29,300.00
Meter Counts 10,001 to 50,000 Small Utility Enterprise Agreement Annual Subscription				
168089	1	Year 3	\$29,300.00	\$29,300.00
Meter Counts 10,001 to 50,000 Small Utility Enterprise Agreement Annual Subscription				

Subtotal:	\$87,900.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$87,900.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jay Hoffman	Email: jhoffman@esri.com	Phone: 1-800-447-9778 x5675
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



Quotation # Q-515234

Date: February 9, 2024

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: OAMS3

Customer # 222668 Contract # ENTERPRISE AGREEMENT

Oak Lodge Water Services District
Technical Services
14611 Se River Rd
Oak Grove, OR 97267-1109

ATTENTION: Elaine Murray
PHONE: 503-353-4222
EMAIL: elaine@olwsd.org

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 2/9/2024 To: 5/9/2024

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jay Hoffman	Email: jhoffman@esri.com	Phone: 1-800-447-9778 x5675
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
SMALL UTILITY
(E215-2)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
Schematics, ArcGIS Workflow Manager, ArcGIS Data
Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
50 ArcGIS Online Viewers
50 ArcGIS Online Creators
10,000 ArcGIS Online Service Credits
50 ArcGIS Enterprise Creators
5 ArcGIS Insights in ArcGIS Enterprise
5 ArcGIS Insights in ArcGIS Online
10 ArcGIS Location Sharing User Type Extension (Enterprise)
10 ArcGIS Location Sharing User Type Extension (Online)
50 ArcGIS Advanced Editing User Type Extensions (Enterprise)
1 ArcGIS Business Analyst Web App Standard (Online)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

STAFF REPORT

To Board of Directors
From Brad Albert, Public Works Director/District Engineer
Title Consideration of Intergovernmental Agreement with Clackamas County for Flood Attenuation Concept Design for Boardman and Arista
Item No. 8
Date March 19, 2024

Summary

This item comes before the Board to consider approval of a new intergovernmental agreement (“IGA”) between Oak Lodge Water Services (“OLWS”) and the Clackamas County Department of Transportation and Development (“Clackamas County”) relating to the Boardman and Arista Flood Attenuation Project.

Background/Discussion Points

The intersection of SE Boardman Ave. and SE Arista Dr. and the surrounding area experiences frequent flooding during rain events. The intersection is bound by residential properties, the Trolley Trail, and a conveyance ditch that flows from southeast to northwest. An existing County-owned culvert conveys flows from the ditch under SE Boardman Ave. An inlet at the low point of SE Arista Dr. collects runoff from the roadway and eventually discharges to the conveyance ditch under SE Boardman Ave. There appears to be extensive beaver and nutria activity in the conveyance ditch as well.

Water levels remain high in Boardman Creek even after storm events have passed. Flooding includes standing water at a low point along Arista Dr., high water levels in parking lots and residential properties upstream and downstream of Boardman Ave. and stormwater flows across Boardman Ave. especially during large events. Per OLWS staff, the existing culvert at Boardman Ave. requires regular maintenance due to buildup of sediment which restricts flow through the culvert. Maintenance typically includes removal of sediment upstream and downstream of the culvert and clearing of debris. Staff indicate that this section of the creek is consistently wet with limited indication of positive flow.

OLWS and Clackamas County have been in talks on how to come together to initiate a study that would benefit the flooding concerns and water quality on both the Boardman Creek area and adjacent roadways. With the help of the North Clackamas Watershed Council, Waterways Consulting Inc. submitted a proposal for a scope of work to perform a concept level plan, rough order of magnitude construction costs, and a technical memorandum for future flood

attenuation projects in this area. With these items, OLWS and Clackamas County can have a plan at a high level to pursue funding.

The obligation for OLWS is a 50% cost share of the consultant work up to \$50,000 (currently budgeted in the Watershed Protection Capital Fund). The total price for the flood attenuation deliverables is \$99,600. OLWS will be an equal partner in project reviews and direction of the final product.

Recommendation

Staff recommends the Board approve the IGA as presented.

Suggested Board Motion

“I move to approve the IGA with Clackamas County as presented and authorize the Board Chair to execute the agreement on behalf of Oak Lodge Water Services.”

Attachments

1. Proposed IGA

**INTERGOVERNMENTAL AGREEMENT BETWEEN
OAK LODGE WATER SERVICES AND CLACKAMAS COUNTY
RELATING TO THE BOARDMAN AVENUE / ARISTA FLOOD ATTENUATION OPTIONS
STUDY**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is entered into between the Oak Lodge Water Services Authority, an Oregon Joint Water and Sanitary Authority, organized under ORS Chapter 450 (the “Authority”), and Clackamas County, a political subdivision of the State of Oregon (the “County”), collectively referred to as the “Parties” and each a “Party.”

RECITALS

- A. This Agreement is entered into pursuant to ORS 190.010, which confers authority on local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreements, its officers or agencies have authority to perform.
- B. Boardman Creek, near Gladstone, Oregon, frequently floods the area between Naef Road and Boardman Avenue, resulting in high water at the Boardman Avenue and Arista Drive intersection and in nearby neighborhoods, as shown on Exhibit A (hereafter the “Subject Area”).
- C. The County maintains Naef Road, Boardman Avenue, and Arista Drive in the Subject Area, and the Authority provides drinking water, wastewater, and watershed protection services in the Subject Area.
- D. The Parties plan to contract with a consultant to perform a site investigation, mapping, and hydrologic and hydraulic analysis to develop a concept level design of a preferred alternative to mitigate impacts from flooding in the Subject Area (the “Project”).
- E. The Parties desire to enter into this Agreement to clarify the roles and responsibilities of each Party in managing the consultant contract, and to provide the basis for a cooperative working relationship for the resultant mitigation work that is anticipated for the Project.
- F. The Parties have determined it is in the public interest to cooperate in the planning and execution of the Project.

AGREEMENT

Now, therefore, based on the foregoing, the Parties agree as follows:

- 1. **Term.** This Agreement becomes effective as of the last signature date of the final Party to sign. Unless terminated earlier pursuant to Section 4 of this Agreement, this Agreement will expire upon the completion of each and every obligation of the Parties set forth in this Agreement, or by December 31, 2025, whichever is sooner.
- 2. **AUTHORITY Obligations.**
 - a. **Contracting and Selection of Consultant.** The Authority PM (defined below), shall participate in the solicitation by the County for consultant services, including in the evaluation of potential consultants. The Authority PM and the County PM (defined below), shall agree on the

consultant who is selected for award of the Project. The Authority PM and the County PM shall agree on the scope of work for the Project (and any amendments thereto), which shall be incorporated into the County's contract with the consultant. The Authority PM and the County PM shall agree on the consultant fees and costs that shall be set forth in the consultant contract with the County.

- b. Project Documents. The Authority PM will timely review any documents, plans, and studies associated with the Project. The Authority PM and the County PM shall both approve the final work product(s) produced under the Project consultant contract prior to acceptance of the work.
- c. Project Schedule. Except as otherwise provided in this Agreement, neither Party may be held liable for failure to adhere to the schedule where that Party proceeds with reasonable diligence and in good faith to advance the Project.
- d. Management of the Project; Coordination with the County. The Authority will name an Authority project manager (the "Authority PM") to coordinate reviews and be the primary contact person for the Authority for all communications with the County on the Project. The Authority PM will work to resolve any dispute with the County PM. The Authority PM shall coordinate with the County PM throughout the Project, and assist the County when necessary to provide timely responses to requests for information. The Authority PM and the County PM will regularly meet throughout the Project.
- e. Project Cost and Payment Obligations. The Authority will be responsible for all Authority staff time costs associated with the Project. The Authority agrees to reimburse the County for 50% of the consultant contract value, on a reimbursement basis upon completion of the work being invoiced, up to the amount of \$50,000 (the "Authority Contribution"). The Authority will pay the County the Authority Contribution within 30 days of the receipt of the County's invoice(s) to the Authority.

3. County Obligations.

- a. Contracting and Selection of Consultant. The County will contract for consultant services for the Project, using the County's Local Contract Review Board Rules. The County shall invite the Authority PM to be a part of the evaluation of all potential consultants for contract award. The County PM and the Authority PM shall agree on the consultant who is selected for award of the Project. The County PM and the Authority PM shall agree on the scope of work for the Project (and any amendments thereto), which shall be incorporated into the County's contract with the consultant. The Authority PM and the County PM shall agree on the consultant fees and costs that shall be set forth in the consultant contract with the County. The County will incorporate the following material terms into the consultant contract for the Project:

- i. Statement, to be provided by the Authority, that the Authority is a third-party beneficiary of the contract and has a right to enforce the contract terms.
 - ii. Requirement that all work products provided to the County by the consultant (including drafts, designs, comments, and studies), shall also be provided to the Authority PM.
 - iii. Date by when the consultant's work under the Scope of Work of the contract must be completed, which shall be within 12 months from the date of contract execution.
- b. Project Documents. The County will timely share with the Authority PM any and all drafts and final documents, plans, and studies associated with the Project that it receives. The County will make all reasonable efforts to incorporate the Authority's timely comments and/or proposed revisions into the final study documents. The County PM and the Authority PM shall both approve the final work product(s) produced under the Project consultant contract prior to acceptance of the work.
- c. Project Schedule. Except as otherwise provided in this Agreement, neither Party may be held liable for failure to adhere to the schedule where that Party proceeds with reasonable diligence and in good faith to advance the Project.
- d. Management of the Project; Coordination with the Authority. The County will name a County project manager (the "County PM") to manage the Project; manage the consultant contract; and to be the primary representative from the County for all communications with the Authority on the Project. The County PM will timely administer the consultant contract. The County PM shall coordinate with the Authority PM throughout the Project and will regularly meet throughout the Project.
- e. Project Cost and Payment Obligations. The County shall be responsible for all Project costs except those outlined under Section 2.e above. The County will invoice the Authority monthly during the Project for 50% of each consultant bill received and paid by the County, up to the maximum Authority Contribution amount.

4. Dispute Resolution and Termination.

- a. In the event of a dispute arising under the terms of this Agreement that is not resolved by the Authority PM and the County PM, the Authority Engineer and the County Department of Transportation Assistant Director shall attempt to resolve the dispute. In the event this does not resolve the dispute, the Authority General Manager and the County Department of Transportation Director shall attempt to resolve the dispute. In the event the dispute cannot be resolved, either Party may pursue any legal or equitable claims to which that Party may be entitled.

- b. The Parties may terminate this Agreement at any time by mutual written agreement.
- c. The failure to adhere to any of the following obligations, by either Party, shall be considered a material breach of this Agreement: (i) Agreement on consultant selection, fees and cost, or scope of work under Sections 2.a and 3.a; (ii) Approval by both Parties of all final work products produced under Sections 2.b and 3.b; and (iii) Coordination of the Authority PM and the County PM under Sections 2.d and 3.d.
- d. Either the Authority or the County may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's desire to mutually terminate. If the breaching Party has not entirely cured the breach within ten (10) days of deemed or actual receipt of the notice, then the non-breaching Party may terminate the Agreement at any time thereafter by giving written notice of termination to the other Party stating the effective date of the termination; provided however, if the default is of such a nature that it cannot be completely remedied within such 10-day period, this provision shall be complied with if the breaching Party begins correction of the default within the 10-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
- e. The Authority or the County shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- f. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project.
- g. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

5. Indemnification.

- a. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the Authority, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to person or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents or its subcontractors or anyone over which the County has a right to control.

- b. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Authority agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the Authority or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Authority has a right to control.

6. Party Contacts.

- a. Brad Albert or their designee will act as project manager for the Authority for the Project.

Contact Information:

Brad Albert
Oak Lodge Water Services
14611 SE River Road
Oak Grove, OR 97267
(503) 353-4202
brada@olwsd.org

- b. Joel Howie or his designee will act as project manager for County for the Project.

Contact Information:

Joel Howie
Clackamas County
150 Beavercreek Road
Oregon City, OR 97045
(503) 742-4658
JHowie@clackamas.us

- c. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current e-mail notice address of the Party Contacts under Section 6.

7. General Provisions.

- a. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- b. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state, and federal ordinances, statutes, laws, and regulations.

- c. **Non-Exclusive Rights and Remedies.** Except as otherwise provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- d. **Record and Fiscal Control System.** All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- e. **Access to Records.** The Parties acknowledge and agree that each Party shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party. The Parties shall coordinate on any response to public records requests for records associated with the Project.
- f. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated by the governing bodies for both the Authority and the County. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- g. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal, or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The court or other authorized body finding such provision unconstitutional, illegal, or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- h. **Integration, Amendment, and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The

failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

- i. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- j. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefits, or creates any right or cause of action in, or on behalf of, any person or entity other than the County or the Authority.
- k. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.
- l. **Nonwaiver of Government Rights.** Subject to the terms and conditions of this Agreement, by making this Agreement, the County is specifically not obligating itself, or any other governmental entity with respect to any discretionary governmental action relating to the Project or any associated development, operation and use of the improvements to be constructed on the Project Area, including, but not limited to, condemnation, comprehensive planning, rezoning, variances, environmental clearances, or any other governmental approvals that are or may be required.
- m. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile, or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- n. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.
- o. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth beneath their names below.

Clackamas County

Oak Lodge Water Services

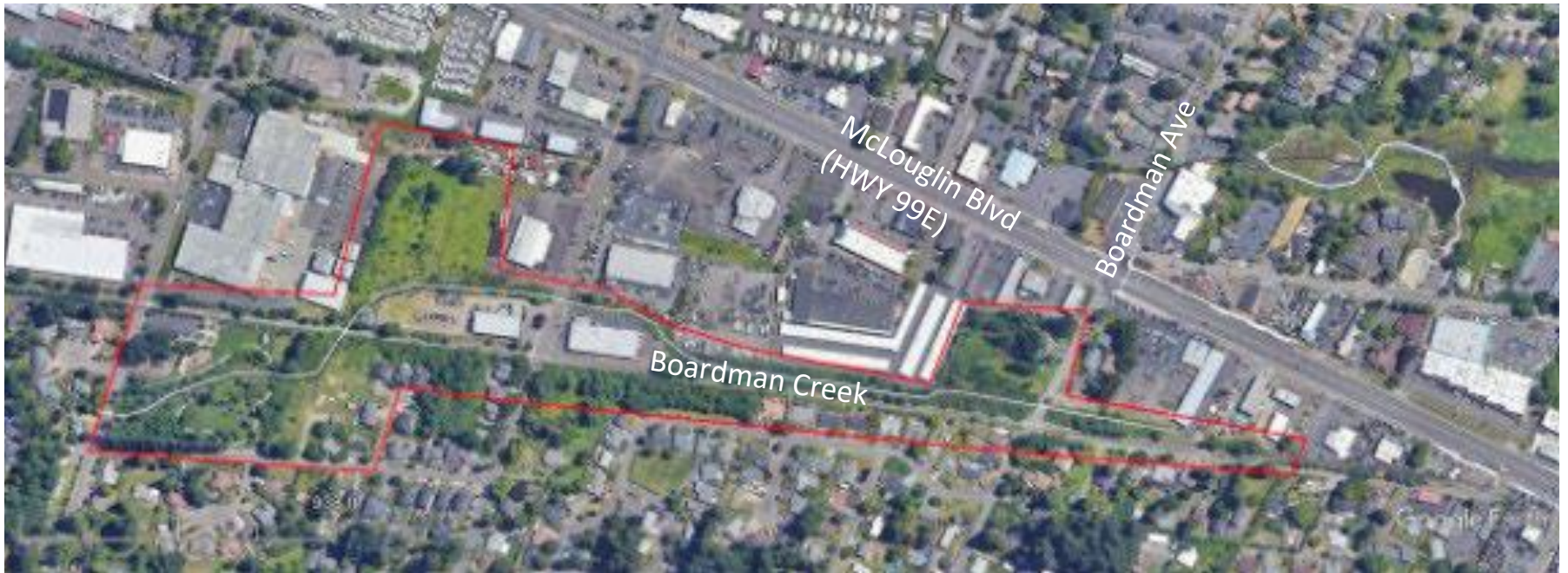
Tootie Smith
Chair, Board of County Commissioners

Susan Keil
Chair, OLWS Board of Directors

Date

Date

Exhibit A



Boardman and Arista Flood Attenuation Study Area



STAFF REPORT

To Board of Directors
From Gail Stevens, Finance Director
Title Consideration of Funding Increase for Financial Assistance Utility Rate Relief Program
Item No. 9
Date March 19, 2024

Summary

The Financial Assistance Utility Rate Relief Program (FAURRP), formerly known as the Low-Income Rate Relief Program (LIRRP), is funded at a rate of 0.5 percent of budgeted OLWS rate revenue. This amount serves as a cap to the program's cost which requires Board of Director's approval to exceed.

Background

The FAURRP allows eligible Oak Lodge Water Services' (OLWS) customers to obtain a discounted rate for the service charge portions of their utility bill. This program applies to residential customers of OLWS seeking rate relief based on income level. Approved FAURRP customers receive a 50% reduction on their water base rate, wastewater charge, and watershed protection charge. Water consumption charges are not eligible for discount.

Past Board Actions

At the November 21, 2023, the Board of Directors approved an initial increase in the funding cap for FAURRP of 0.6 percent of budgeted service revenue. That increase added \$19,133 to the original cap of \$95,665, for a current funding level of \$114,798.

Budget

During the FY 2023-2024 Budget season, the possibility of needing additional funding for rate relief for customers due to rate increases was identified. In addition, the Board requested a program name change to hopefully encourage OLWS' customers who needed assistance to apply. The existing LIRRP was renamed FAURRP. OLWS' staff have encouraged OLWS customers to apply, especially customers on a fixed income.

As a result, the program utilization increased, and the initial program cap was reached by the end of September 2023, and the increased cap has been reached at the end of February 2024.

There are applications currently on hand that are on hold due to the funding cap being reached, and additional applications continue to be received each week. To continue to provide rate relief to customers beyond those currently approved, a higher funding rate would be required. The original level of funding at 0.5 percent serves approximately 73 customers (bi-monthly billing) with all three utility services, and the 0.6 percent funding level services approximately 94 customers (bi-monthly billing) with all three utility services.

Funding level options compared to the original and current funding levels are listed below, for the Board of Directors to select from:

Percent of Revenue	Annual Cost	Average # of Customers	Additional Cost	Additional # of Customers
0.50%	95,665	73		
0.55%	105,232	80		
0.60%	114,798	87		
0.65%	124,365	94	9,567	7
0.70%	133,931	102	19,133	15
0.75%	143,498	109	28,700	22

Recommendation

Based on the February utility billing, the monthly costs are trending to 0.63 percent of budgeted revenues. Staff recommends an increased funding level of 0.75 percent to carry this program through June 30, 2024. I encourage the Board of Directors to discuss and establish the FAURRP funding level of their choosing.

Alternatives to Recommendation

The Board of Directors can retain the current funding level of 0.60 percent as the cap. This results in no additional rate relief to be provided for the remainder of fiscal year 2023-24.

Suggested Board Motion

*“I move to establish the revised funding rate for the Financial Assistance Utility Rate Relief Program at **0.##** percent of budgeted revenues for fiscal year 2023-24.”*

AGENDA ITEM

To Board of Directors
From Sarah Jo Chaplen, General Manager
Title Presentation of Recommendations Regarding Public Meeting Time/Date Change
Item No. 10
Date March 19, 2024

Summary

During the February 20, 2024 meeting, the Board requested consideration of a different cadence and time for monthly Board meetings and requested staff examine the logistics around making such a change.

Discussion

The Board requested the monthly Board meeting be switched to every second Tuesday rather than every third Tuesday. Staff found no conflicts needing to be considered prior to the Board making that decision.

An additional request was made by Board members to move the Board meeting to a 4 p.m. start time, rather than a 6 p.m. start time. If the work schedules of current Board members change, this proposed meeting time can be changed again. Staff found no other potential conflicts with the revised proposed start time.

Staff had requested the opportunity to coordinate the logistics of the start of the new Board meeting time and date change. OLWS sends out the times and dates of future Board meetings in the billing inserts so citizens can plan their potential attendance. Community notice has been given through the June 2024 Board meeting. Consequently, Staff recommends a July implementation date for a clean start of the new Board meeting time and date change.

Discussion also occurred regarding citizens' ability to gain information regarding what had happened at the Board meeting. Oregon Public Meeting Law requires governing bodies to create written or electronic recordings of public meetings. OLWS creates an audio recording of every public meeting to assist in the creation of written minutes. Both records are retained according to the Oregon Secretary of State's Retention Schedule. OLWS does not currently post electronic recordings to the website or social media, but the recordings are made available by public records request. Through the Zoom platform, the technology currently used by OLWS to

facilitate hybrid meeting requirements, OLWS is able to produce a visual recording of public meetings.

If the Board chooses, these recordings could be retained in place of the current audio recordings and could be posted for public review on the OLWS YouTube channel and linked on the OLWS website. Written minutes would still be created as the official record of the Body's actions and retained permanently, in accordance with State law.

If the Board has any questions about what is proposed regarding the Public Meeting time and date change, there will be time for discussion at the Board's meeting on March 19, 2024.



AGENDA ITEM

Title	Business from the Board
Item No.	11
Date	March 19, 2024

Summary

The Board of Directors appoints representatives to serve as OLWS liaisons or representatives to committees or community groups.

Directors assigned specific roles as OLWS representatives 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 may include:

- a. Individual Director Reports
- b. Tabled Agenda Items

**OAK LODGE WATER SERVICES
2024 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, First Monday 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) Executive Committee	Paul Gornick	N/A	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.
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	Heidi Bullock	3x Annually, First Wednesday 6:30 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.
Legislative and Congressional Monitoring	Ginny Van Loo	Heidi Bullock	As Needed

Business from the Board

Paul Gornick's Liaison Report – March 2024

February 28, 2024 – Sunrise Water Authority Board Meeting

- General manager Wade Hathhorn's report included the following:
- Staff has been moved into the new building for more than three months. Work continues on final punchlist items, sheet metal siding, landscaping, and other minor elements.
- Snowpack on Mt Hood was off to a slow start and below historic medians, but there is more snow forecast for the latter part of February and early March. Without significant addition to the snowpack in March, it is likely to be a "low snow" year.
- At the January board meeting staff introduced the availability of a parcel of land on SE Maple Lane west of 172nd that potentially could be used to site a future reservoir. However the site is steep and adjacent to a creek. While a preliminary geotechnical review has been done, further work remains to determine constructability of the site.
- Public announcement of the Zone 6 commissioner vacancy was sent out February 19, with applications due March 15.
- Sunrise welcomed a new SCADA technician in late January, bringing Sunrise to 25 total FTEs. Advertisement for three additional positions are forthcoming.
- Board met as the Local Contract Review Board, and awarded two construction contracts: one for the Sunridge Booster Pump Station, and one for the bundled waterline projects on SE 97th Ave, SE 118th Ave and SE Ridgecrest Drive. The latter contract was for \$798,000 versus the engineer's estimate of \$1.0 million.

March 7, 2024 – C4 Meeting (Remote Meeting)

- Kristina Babcock (from Clackamas Health, Housing and Human Services) gave a presentation on STIF funding and local transit service. STIF is the State Transportation Improvement Fund established by HB2017 to provide funding for "improving, maintaining, and expanding public transportation." It is funded by payroll tax based on where employees work, not live. In the tri-county metro area, this tends to bias funds toward the in-district transit provider, Trimet. The out-of-district funds are distributed to each county. In Clackamas County, the allocation is shared between the five transit providers based on an agreed upon formula. (In Washington County, the dollars are shared between the county and SMART – South Metro Area Regional Transportation. Note: Part of SMART's service area is within Clackamas County). Clackamas County is proposing three alternative rule changes to the current funding mechanism outlined by HB2017 that would give a larger share of STIF dollars to the counties. See attached C4 agenda packet for slide deck of presentation. (Note to Director Keil: I asked Kristina via meeting chat about the smaller transit providers ability to get federal dollars for capital needs. She said each provider can apply for FTA funds for rolling stock and other capital needs.)
- Vahid Brown and Devin Ellin provided a 2024 update about Supportive and Public Housing. As you may have seen in recent media stories, Clackamas County has had

significant success in reducing homelessness within the county, estimated at 65% below the count when the County started receiving Supportive Housing Services dollars in mid-2021. See Oregonian story here: [Clackamas County reduced homelessness by 65% since homeless services tax passed \(oregonlive.com\)](https://www.oregonlive.com/story/news/local/2023/07/11/clackamas-county-reduced-homelessness-by-65-percent-since-homeless-services-tax-passed/7000000001/)

- Prior to receiving the funds, the county had only one outreach worker; they now contract with six outreach providers to send 24 outreach workers to the streets each day. See the C4 slide deck linked below for details of the components of the support programs.
- In addition, the Housing Authority of Clackamas County has plans for “repositioning” their portfolio of housing, which has suffered from unmet capital needs for some time. They propose to redevelop two sites (Hillside Park and Clackamas Heights) to increase the number of units from 200 to 750. The Oregon City View Manor will be changed from public housing to Section 8 housing, with the residents being given the option to move to the nearby redeveloped Clackamas Heights site. (Note: Public Housing assistance is attached to a given property, while Section 8 vouchers holders have more flexibility in their choice of housing location.) See C4 slide deck for presentation slides and a Q&A sheet.
- Now that ODOT has reduced the scope of the I-205 project and proposes to toll only the Abernethy Bridge, they are required to issue a Supplemental Environmental Assessment, which will be issued in July 2024, with a proposed 30 day comment period. The C4 body has crafted a letter requesting that ODOT increase the comment period to 60 days, as they did with the original EA.
- C4 Agenda Packet can be found here: [Affordable Housing 101 \(clackamas.us\)](https://www.clackamas.us/DocumentCenter/View/101/Affordable-Housing-101)

Draft Minutes for General Meeting

Wednesday 1/24/2024 @ 7PM

7:00 PM Meeting opened

Attendance:

Board Members present: Valerie Chapman, Mark Elliott, Jane Civiletti, Rich Nepon, Wayne Potter

Voting Members: Anatta Blackmarr, Cindy Brown, Ben Chaney, Jean Coberly, Sue Conachan, Dave Dobak, Marilyn Gottschall, Thelma Haggemiller, Jolene Hammond, Tom Hammond, Tom Hogan, Pam Horan, Gwion Miller, Karen Oberding, Baldwin Van der Bijl, Greg Wenneson
Members: Daniel Dyre Greensite (3rd meeting), Joyce Johnson (3rd meeting), Roy Kruger(3rd meeting), Linda Newbloom (2nd meeting), Carolyn Stucky(2nd meeting), Fumi Tosu(2nd meeting)

Presenters: Bernadette Le – TriMet community affairs; Alex Gilbertson - NCPRD landscape architect

7:05 PM Officer Reports: Treasurer: Account has \$1,799.64

Board/Chair: The Board wrote a letter to support Oak Lodge Water Services application for a state grant to help offset the costs of upgrading water treatment facilities.

7:15 PM TriMet. Parking Garage Update was given by Bernadette Le

Project to add 2 floors to the parking garage begins in March and take 11 months. Vines will be replanted on the metal reeds, with safety and maintenance needs addressed. A Clean air construction plan will be in place. All equipment must comply. The garage will be open during most of the construction period. Pedestrian walkways will be open as well. The staging area on the westside of the garage will be repaired/replanted at the project's end.

7:35 PM NCPRD Trolley Trail Safety Report: Alex Gilbertson. The report was designed to address concerns of users, to see if their concerns were valid. The study was quite thorough. A tool kit of solutions were offered, like striping, and signage. There is limited money to follow through with suggested changes this year. There was discussion about the speed of some electric

bikes on the trail, but NCPRD has not ability to enforce limits. Etiquette signage and an education campaign is planned.

8:10 PM No LUART report tonight.

8:20 PM Committee Reports: NCPRD is actively seeking a new director. There is an interim director, Cindy Becker. The DAC, district advisory committee for Parks lost three members in December including one from district 2, Ryan Stee. (Jeanette Di Castro is the new Chair. Mark Elliot is the new vice chair.) After discussion a motion was made by Wayne Potter for the Board to write a letter to the interim director of NCPRD requesting that Anatta Blackmarr be appointed to finish out Ryan's term, or at least until June when new elections will be held. The motion was seconded by Jane Civiletti and passed unanimously. Oak Grove Festival will be on the last Saturday of June. This year, June 29. There is hope it will not be as hot in June as it was for the July date.

8: 35 PM Announcements: Willamette View received word the crosswalk project at Park and River Road is being planned. Also, Willamette View is planning to build 10 duplex units on the east side of River Road.

8: 45 PM Adjourn

Next Meetings: Board : February 5 at 6:45 PM

General: February 28 at 7:00 PM – Update of Courtney Complete Street Project.

STAFF REPORT

To Board of Directors
From Sarah Jo Chaplen, General Manager
Title Administration Monthly Report
Item No. 12a
Date March 12, 2024

Summary

The Board has requested updates at regular meetings on the status of OLWS operations.

Highlights

- OLWS was named as a recipient of \$3 million for the wastewater tertiary filtration capital project.

2024 Oregon Legislative Session

Oak Lodge Water Services worked closely with Thorn Run Partners over the 2023-2024 interim period to develop a strategy for securing state funding for the tertiary treatment project, settling on a state funding request of \$5 million. Ultimately, \$3 million for the project was secured through the passage of SB 1530, which will see OLWS' allocation passed through Business Oregon. Business Oregon anticipates reaching out to OLWS in the third quarter of 2024 and getting under contract in the fourth quarter. Once under contract, Business Oregon can begin reimbursements.

Prior to February's legislative session, Thorn Run Partners secured a letter of support for the funding from the state legislative delegation covering OLWS' service territory. Concurrently, OLWS secured letters of support from community organizations and ratepayers. In January, Chair Susan Keil, Director Ginny Van Loo, and Interim General Manager Brad Albert travelled to Salem to meet directly with legislative leadership and delegation members to advocate for funding and hand-deliver the letters.

Throughout the session, OLWS stayed engaged on several bills that could have served as avenues for funding. Interim General Manager Brad Albert travelled to Salem to personally testify on HB 5201, the session's lottery bond funding bill. He also testified in person on HB 4128 when OLWS was named as a recipient of \$3 million in the bill's amended version. The roughly \$90 million in water infrastructure projects outlined in HB 4128, including the \$3

million for OLWS, were eventually funded in SB 1530, the session's housing production budget bill.

Attachments

1. Senate Bill 1530
2. OLWS Testimony for Senate Bill 1530

Enrolled
Senate Bill 1530

Printed pursuant to Senate Interim Rule 213.28 by order of the President of the Senate in conformance with presession filing rules, indicating neither advocacy nor opposition on the part of the President (at the request of Senate Interim Committee on Housing and Development)

CHAPTER

AN ACT

Relating to state financial administration; and declaring an emergency.

Be It Enacted by the People of the State of Oregon:

SECTION 1. In addition to and not in lieu of any other appropriation, there is appropriated to the Housing and Community Services Department, for the biennium ending June 30, 2025, out of the General Fund, the following amounts:

- (1) \$65,000,000 for the operations, services and administration of emergency shelters, Project Turnkey sites and navigation centers.
- (2) \$34,000,000 for homelessness prevention services, including those delivered through the Oregon Eviction Diversion and Prevention and Eviction Prevention Rapid Response Programs, as well as services administered by culturally responsive organizations, as defined in ORS 456.005.
- (3) \$7,000,000 for distribution to Urban League of Portland for homelessness prevention services.
- (4) \$5,000,000 to provide matching funds for deposits into individual development accounts under ORS 458.675 to 458.700.
- (5) \$1,000,000 for distribution to Seeding Justice for tenant education and to provide support for residents whose housing may be withdrawn from publicly supported housing or is within a manufactured dwelling park being sold or closed.

SECTION 2. In addition to and not in lieu of any other appropriation, there is appropriated to the Oregon Department of Administrative Services, for the biennium ending June 30, 2025, out of the General Fund, the following amounts:

- (1) \$1,000,000 for distribution to Community Warehouse to support donation of reused household goods and furnishings to low-income residents across this state.
- (2) \$25,000,000 for distribution to Albina Vision Trust for the purchase and redevelopment of property on North Dixon Street in Portland for development of affordable housing.
- (3) \$1,250,000 for distribution to Center for African Immigrants and Refugees Organization for the purchase of property on Southeast Stark Street for development of affordable housing.
- (4) \$3,000,000 for distribution to Center for Intercultural Organizing (DBA Unite Oregon) for the purchase of property on East Burnside Street in Portland for development of affordable housing.

SECTION 3. In addition to and not in lieu of any other appropriation, there is appropriated to the Oregon Health Authority, for the biennium ending June 30, 2025, out of the General Fund, the following amounts:

- (1) \$15,000,000 for deposit into the Healthy Homes Repair Fund under ORS 431A.402.
- (2) \$3,500,000 to provide air conditioners and air filters under ORS 431A.430.

SECTION 4. In addition to and not in lieu of any other appropriation, there is appropriated to the State Department of Energy, for the biennium ending June 30, 2025, out of the General Fund, the amount of \$4,000,000 for deposit into the Residential Heat Pump Fund under section 21, chapter 86, Oregon Laws 2022.

SECTION 5. In addition to and not in lieu of any other appropriation, there is appropriated to the Department of Human Services, for the biennium ending June 30, 2025, out of the General Fund, the amount of \$2,000,000, to provide support for warming or cooling emergency shelters or facilities as described in ORS 431A.410.

SECTION 6. Notwithstanding any other law limiting expenditures, the limitation on expenditures established by section 2 (5), chapter 591, Oregon Laws 2023, for the biennium ending June 30, 2025, as the maximum limit for payment of expenses from fees, moneys or other revenues, including Miscellaneous Receipts, tobacco tax receipts, marijuana tax receipts, beer and wine tax receipts, provider taxes and Medicare receipts, but excluding lottery funds and federal funds not described in section 2, chapter 591, Oregon Laws 2023, collected or received by the Oregon Health Authority, for public health, is increased by \$15,000,000, for expenditure of moneys deposited in the Healthy Homes Repair Fund under ORS 431A.402.

SECTION 7. Notwithstanding any other law limiting expenditures, the limitation on expenditures established by section 2, chapter 451, Oregon Laws 2023, for the biennium ending June 30, 2025, as the maximum limit for payment of expenses from fees, moneys or other revenues, including Miscellaneous Receipts, but excluding lottery funds and federal funds, collected or received by the State Department of Energy, is increased by \$4,000,000, for residential heat pump program expenditures.

SECTION 8. In addition to and not in lieu of any other appropriation, there is appropriated to the Oregon Health Authority, for the biennium ending June 30, 2025, out of the General Fund, the following amounts, for distribution as grants to the following entities, for the following purposes:

- (1) \$700,000 to 4D Recovery, Inc. for young adult recovery housing development.
- (2) \$700,000 to 4D Recovery, Inc. for LGBTQ+ recovery housing development.
- (3) \$250,000 to Bay Area First Step, Inc. for Ko-Kwell House operational support.
- (4) \$180,000 to Bay Area First Step, Inc. for Koosbay House recovery housing conversion.
- (5) \$220,000 to Bay Area First Step, Inc. for Sheridan House operational support.
- (6) \$260,000 to Bay Area First Step, Inc. for Bayview House operational support.
- (7) \$1,555,275 to Bridges to Change, Inc. for Clackamas County scattered housing, down payment and operational support.
- (8) \$1,555,274 to Bridges to Change, Inc. for Multnomah County scattered housing, down payment and operational support.
- (9) \$600,000 to Bridges to Change, Inc. for Wasco County scattered housing, down payment and operational support.
- (10) \$1,555,274 to Bridges to Change, Inc. for Washington County scattered housing, down payment and operational support.
- (11) \$850,000 to Free on the Outside, Inc. for Deschutes County re-entry men's home purchase.
- (12) \$750,000 to Free on the Outside, Inc. for Washington County justice-involved men's home purchase.
- (13) \$720,000 to Free on the Outside, Inc. for Clackamas County reentry men's home purchase.

- (14) \$750,000 to Iron Tribe Network for Multnomah County self-pay home purchase.
- (15) \$750,000 to Iron Tribe Network for Columbia County self-pay home purchase.
- (16) \$260,000 to Iron Tribe Network for Clackamas County subsidy/peer option operational cost subsidy.
- (17) \$650,000 to Iron Tribe Network for Marion County self-pay home purchase.
- (18) \$500,000 to Juntos NW, Inc. for transitional housing program.
- (19) \$211,000 to The Lasko Refuge, LLC for Lasko Refuge housing expansion.
- (20) \$500,000 to Miracles Club MLK Limited Partnership for purchase of sober housing.
- (21) \$500,000 to Miracles Club MLK Limited Partnership for purchase of stabilization housing.
- (22) \$700,000 to Painted Horse Recovery, Inc. for recovery housing purchase.
- (23) \$915,177 to Transcending Hope for next steps rapid rehousing expansion.
- (24) \$1,020,000 to Transcending Hope for Familias Transcendiendo down payment and operational support.
- (25) \$350,000 to Transcending Hope for Above and Beyond down payment and operational support for recovery housing.
- (26) \$900,000 to Tillamook Family Counseling Center, Inc. for Tillamook transitional recovery housing purchase.
- (27) \$98,000 to West Coast Sober Housing, Inc. for women's housing operational costs support.

SECTION 9. In addition to and not in lieu of any other appropriation, there is appropriated to the Oregon Business Development Department, for the biennium ending June 30, 2025, out of the General Fund, the following amounts for distribution to the following entities for the following infrastructure projects to support the development of housing:

- (1) \$2,100,000 to the City of Albany for extension of water and sewer infrastructure.
- (2) \$3,000,000 to the City of Beaverton for the Kemmer Booster Pump Station to provide drinking water supply to new neighborhoods in Cooper Mountain Community Plan Area.
- (3) \$1,500,000 to the City of Butte Falls for wastewater treatment plant and lift station upgrades.
- (4) \$1,186,000 to the City of Chiloquin for water, sewer and stormwater improvements for Street/King Kong Housing Development and Valley Street/Mountain Street.
- (5) \$3,000,000 to the City of Cottage Grove to install water, sewer and stormwater infrastructure for a 35-acre parcel the city owns for housing development.
- (6) \$1,000,000 to the City of Creswell for wastewater treatment facility upgrades and connections to a regional treatment facility.
- (7) \$1,300,000 to the City of Culver for mainline sewer reroute to provide sewer to residential development.
- (8) \$1,000,000 to the City of Dallas for sewer and stormwater infrastructure upgrades for La Creole Node master plan.
- (9) \$6,000,000 to the City of Eugene for water and sewer infrastructure improvements along Crow Road.
- (10) \$1,900,000 to the City of Florence for water, sewer and wastewater infrastructure for four blocks of city-owned property to be developed.
- (11) \$1,000,000 to the City of Gold Hill for replacement of water distribution main line and improvements and upgrades to water treatment facilities.
- (12) \$3,000,000 to the City of Gresham for water, sewer and stormwater improvements for the redevelopment of former Kmart property in Civic Neighborhood at NW Eastman Parkway and NW Burnside Road.
- (13) \$2,438,595 to the City of Hood River for water, sewer and stormwater site improvements for 7.1 acres of city-owned land for housing development.
- (14) \$1,100,000 to the City of Hubbard for upgrades to a wastewater lift station, water system improvements and wastewater system improvements.

(15) \$500,000 to the City of Independence for sewer infrastructure for Polk Community Development Corporation on Gun Club Road.

(16) \$1,705,000 to the City of Irrigon for water and sewer infrastructure for the Tumbleweed development and the Molly development.

(17) \$100,000 to the City of Klamath Falls for a new sewer lift station for housing development.

(18) \$250,000 to the Klamath Housing Authority for a new sewer lift station for housing development.

(19) \$1,753,185 to the City of Lake Oswego for water, sewer and stormwater infrastructure improvements for Habitat for Humanity development.

(20) \$3,000,000 to the City of Lincoln City for a booster pump station for Spring Lake housing development.

(21) \$1,425,000 to the City of Madras for stormwater infrastructure for The Heights at Yarrow Apartments and Belmont Lane Apartments.

(22) \$2,709,000 to the City of Manzanita for water and stormwater infrastructure for residential housing development.

(23) \$195,094 to the City of McMinnville for water, stormwater and sewer infrastructure gap funding for housing development.

(24) \$945,000 to the City of Medford to construct a regional stormwater facility to serve the New Spirit development.

(25) \$1,200,000 to the City of Monmouth for water, sewer and stormwater improvements for Riddle Road development.

(26) \$900,000 to the City of North Bend for stormwater and sewer collection system upgrades for Gloria Dei site development and water, sewer and stormwater infrastructure improvements for Maple Leaf development.

(27) \$3,000,000 to the Oak Lodge Water Services Authority for wastewater treatment facility upgrades.

(28) \$1,650,000 to the City of Phoenix for water, sewer and stormwater infrastructure improvements to extend water line to service developable property.

(29) \$2,000,000 to the City of Prineville for water, sewer and stormwater infrastructure for multifamily development.

(30) \$2,500,000 to the City of Redmond for water, sewer and stormwater infrastructure for Northpoint Vista development.

(31) \$1,500,000 to the City of Shady Cove for development of the city drinking water system.

(32) \$3,000,000 to the City of Siletz for wastewater treatment plant upgrades.

(33) \$3,000,000 to the City of Springfield for sewer infrastructure improvements for Glenwood Riverfront area development.

(34) \$3,000,000 to the City of Stayton for sewer infrastructure improvements along Ida Street and Marion from Evergreen to 4th.

(35) \$2,865,000 to the City of Sutherlin for water, sewer and stormwater infrastructure improvements for Oak Terrace Village housing development.

(36) \$300,000 to the City of Talent for water and sewer system development charges for infrastructure and water, sewer and stormwater infrastructure improvements for housing development.

(37) \$274,057 to the City of Tillamook for improvements for Jones-Knudson Apartments.

(38) \$1,566,000 to the City of Tigard for sewer and stormwater infrastructure improvements for housing development.

(39) \$3,000,000 to the Tualatin Valley Water District for upgrades to the pump station on SW 189th Avenue in Beaverton.

(40) \$6,000,000 to Prosper Portland for the extension of NW Johnson Street and associated water and sewer utilities to support the construction of new affordable housing units.

(41) \$6,000,000 to Prosper Portland for the construction of a new SW Water Avenue and associated water and sewer utilities to support new affordable housing units as a part of the OMSI District Master Plan.

(42) \$4,000,000 to the Warm Springs Housing Authority for interior and exterior rehabilitation of two-, three- and four-bedroom houses used as rental units on the Warm Springs Reservation.

(43) \$635,000 to the Linn-Benton Housing Authority for infrastructure and site utility costs for the Valor Place Apartments in Albany.

(44) \$300,000 to the City of Salem for an affordable veterans housing development in West Salem.

SECTION 10. In addition to and not in lieu of any other appropriation, there is appropriated to the Oregon Business Development Department, for the biennium ending June 30, 2025, out of the General Fund, the amount of \$575,496 for administration of infrastructure projects established under section 9 of this 2024 Act.

SECTION 11. In addition to and not in lieu of any other appropriation, there is appropriated to the Department of Transportation, for the biennium ending June 30, 2025, out of the General Fund, the amount of \$4,000,000, for distribution to the City of Pendleton for construction of an arterial road needed to open land for housing development.

SECTION 12. In addition to and not in lieu of any other appropriation, there is appropriated to the Water Resources Department, for the biennium ending June 30, 2025, out of the General Fund, the amount of \$1,500,000, for deposit in the Water Supply Development Account established in ORS 541.656, to issue a grant to the City of Riddle for a new water storage reservoir to support Habitat for Humanity homes.

SECTION 13. Notwithstanding any other law limiting expenditures, the limitation on expenditures established by section 3 (4), chapter 460, Oregon Laws 2023, for the biennium ending June 30, 2025, as the maximum limit for payment of expenses from fees, moneys or other revenues, including Miscellaneous Receipts and including federal funds received under cooperative agreements with or contracts from the Bureau of Reclamation of the United States Department of the Interior, the United States Army Corps of Engineers, the United States Geological Survey, the Bonneville Power Administration and the National Fish and Wildlife Foundation, but excluding lottery funds and federal funds not described in section 3, chapter 460, Oregon Laws 2023, collected or received by the Water Resources Department, for technical services, is increased by \$1,500,000, for paying costs from the Water Supply Development Account established in ORS 541.656 for the City of Riddle for a new water storage reservoir to support Habitat for Humanity homes.

SECTION 14. This 2024 Act being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this 2024 Act takes effect on its passage.

Passed by Senate February 29, 2024

.....
Obadiah Rutledge, Secretary of Senate

.....
Rob Wagner, President of Senate

Passed by House March 4, 2024

.....
Dan Rayfield, Speaker of House

Received by Governor:

.....M,....., 2024

Approved:

.....M,....., 2024

.....
Tina Kotek, Governor

Filed in Office of Secretary of State:

.....M,....., 2024

.....
LaVonne Griffin-Valade, Secretary of State

February 16, 2024

Joint Committee on Ways and Means
Subcommittee on Capital Construction
Oregon State Legislature
900 Court Street SE
Salem, OR 97301

Dear Co-Chair Girod, Co-Chair Holvey, and members of the committee,

On behalf of Oak Lodge Water Services (OLWS), I offer this testimony in support of OLWS' \$5 million lottery bond funding request as related to HB 5201.

OLWS provides drinking water, wastewater, and watershed protection services to 28,400 people in Oak Grove, Jennings Lodge, and portions of Milwaukie and Gladstone. OLWS treats 1.5 billion gallons of wastewater per year, providing a vital public health service and protecting the environment. Our water authority faces two infrastructure projects that threaten compliance with our wastewater discharge permit.

First, The OLWS wastewater treatment plant was built in 1960 and significantly upgraded in 2012. OLWS operates under a permit from the Oregon Department of Environmental Quality (Oregon DEQ). OLWS received a new National Pollutant Discharge Elimination System (NPDES) Permit in 2022 implementing new stringent discharge requirements to protect the Willamette River. To comply with this new permit, OLWS must construct a third level of treatment called a tertiary filtration facility at our wastewater treatment plant to meet DEQ's new standards for discharge to the Willamette River. The anticipated cost for this project is \$13 million.

Second, inflow and infiltration (I&I) occurs when rainwater and groundwater enter the collections system, particularly during storm events. Additional water exceeds the system's capacity, leading to sanitary sewer overflows (SSOs) into the Willamette River which could harm the environment and puts stress on the wastewater treatment plant. Addressing I&I at high-need sites to limit risk for SSOs and reduce pressure at the wastewater treatment plant is anticipated to cost \$97 million.

OLWS recently raised user rates by 27% to pay for these necessary upgrades and anticipates continual rate hikes for several years, a significant hardship for many ratepayers. Small service territories like ours need direct funding to offset costs on our vulnerable residents as loans available to us ultimately fall back on our ratepayers. Thank you for your consideration.

Sincerely,

Brad Albert

Brad Albert, P.E.
Acting General Manager / Public Works Director
Oak Lodge Water Services

STAFF REPORT

To Board of Directors
From Gail Stevens, Finance Director
Title Finance Department Monthly Report
Item No. 12b
Date March 19, 2024

Summary

The Board has requested updates at regular meetings on the status of OLWS operations.

Highlights of the Month

- The Accounts Receivable balance increased by 0.75%, the average delinquent balance increased by \$11.30, and the number of delinquent accounts decreased by 22.
- Utility bill payments in February were more than the January 31 billed amounts.
- BMS Guest Payment Option is now available for tenant customers to utilize. All tenant customers now receive a unique code on each invoice. They then utilize OLWS' existing "Pay Online" link on our website: <https://www.oaklodgewaterservices.org/>.
- The Low-Income Household Water Assistance (LIWHA) has some limited funds remaining. Clackamas County informed Oak Lodge they may be able to assist a few more customers before the program officially ends on March 31, 2024.
- The Wells Fargo Lockbox Team has seen an increase in payments being mailed without the lockbox number included. This is causing delays in customer payments being received, applied to their account, and potentially interest assessed to their balances.

Accounts Receivable Review

The Accounts Receivable (A/R) balances as of February 29, 2024, compared to January 31, 2024, increased by 0.75%. These are the findings:

1. A/R Balance owed to OLWS has increased by \$12,778, after accounting for the delta between billing cycles.

A/R Balance	12/31/2023	1/31/2024	2/29/2024
Bi-Monthly Residential	\$ 1,263,589	\$ 1,074,209	\$ 1,261,239
Large Meters	625,636	634,886	630,775
Total	1,889,226	1,709,096	1,892,013
Variance	171,671	(180,130)	182,918
Billing Cycle Variance	(180,825)	166,141	(170,140)
	(9,153)	(13,989)	12,778
	-0.53%	-0.74%	0.75%

2. The total number of delinquent accounts decreased by 22 accounts as of February 29, 2024, compared to January 31, 2024. The average balance per account increased by 3.6% or \$11.30.

Delinquent Accounts	12/31/2023	1/31/2024	2/29/2024
Over 60 Days	\$ 209,719	\$ 199,045	\$ 198,874
Number of Accounts	605	626	604
Average Balance per Acct.	\$ 347	\$ 318	\$ 329
	-7.4%	-8.3%	3.6%

3. The percentage of accounts that are current (accounts paid in full within 30 days) has increased by 4.52% compared to the prior month. The shift is mainly from the current and 30-60 Day Grace category to the Delinquent category due to only 29 days in February.

Account %	12/31/2023	1/31/2024	2/29/2024
Current	85.31%	84.92%	89.44%
30-60 Day Grace	5.16%	5.10%	0.90%
Delinquent	6.68%	6.91%	6.66%
Credit Balance	2.86%	3.08%	2.99%

Each month, OLWS hangs red tags for accounts in delinquent status, over 60 days past due, and with a balance over \$350. The red tag process allows 7 days for the customer to provide payment. If payment and/or a payment plan is not received/created, water is then shut off.

	Nov 2023	Dec 2023	Jan 2024	Feb 2024
Cycle	Cycle 1	Cycle 2	Cycle 1	Cycle 2
# Red Tags	88	74	74	66
Minimum Delinquent Balance	\$ 350	\$ 350	\$ 350	\$ 350
# Shut off Service Requests	4	8	2	3

Billing Payment Rate

In February 2024, OLWS received \$40,489 more in payments than was billed on January 31, 2024.

	Nov 2023	Dec 2023	Jan 2024	Feb 2024
Utility Billing Sales	\$ 1,714,862	\$ 1,405,617	\$ 1,586,442	\$ 1,420,301
Cash Receipts	1,687,958	1,420,362	1,611,343	1,461,192
% Collected	98.40%	101.00%	101.60%	102.90%

Attachments

1. Checks by Date Report for February 2024

Bank Reconciliation
 Checks by Date
 User: antonio@olwsd.org
 Printed: 03/07/2024 - 3:19PM
 Cleared and Not Cleared Checks
 Print Void Checks

ACH Disbursement Activity

Check No.	Check Date	Name	Comment	Module	Void	Clear Date	Amount
0	2/1/2024	Zions Bank		AP			201,002.75
0	2/5/2024	Pitney Bowes Global Financial Services LLC		AP			325.00
0	2/9/2024	Internal Revenue Service		AP			37,792.63
0	2/9/2024	Oregon Department Of Revenue		AP			11,892.90
0	2/9/2024	State of Oregon Savings Growth Plan		AP			3,515.00
0	2/9/2024	VALIC c/o JP Morgan Chase		AP			1,558.68
0	2/9/2024	Payroll Direct Deposit	DD 00001.02.2024	PR			92,276.15
0	2/10/2024	TSYS		AP			12,939.27
0	2/12/2024	Wells Fargo Bank		AP			411.86
0	2/14/2024	ORR Inc		AP			124,592.50
0	2/20/2024	Portland General Electric		AP			43,421.22
0	2/23/2024	Internal Revenue Service		AP			35,105.16
0	2/23/2024	Oregon Department Of Revenue		AP			11,144.91
0	2/23/2024	State of Oregon Savings Growth Plan		AP			3,677.57
0	2/23/2024	VALIC c/o JP Morgan Chase		AP			1,570.93
0	2/23/2024	Wells Fargo Remittance Center		AP			19,393.42
0	2/23/2024	Payroll Direct Deposit	DD 00002.02.2024	PR			86,892.80

ACH Disbursement Activity Subtotal	687,512.75
Voided ACH Activity	0.00
Adjusted ACH Disbursement Activity Subtotal	687,512.75

Paper Check Disbursement Activity

Check No.	Check Date	Name	Comment	Module	Void	Clear Date	Amount
51498	2/2/2024	AFSCME Council 75		AP			1,950.84
51499	2/2/2024	Aks Engineering & Forestry		AP			75,159.98
51500	2/2/2024	Apex Labs		AP			3,325.00
51501	2/2/2024	Apsco, LLC		AP			7,491.29
51502	2/2/2024	BMS Technologies		AP			5,331.64
51503	2/2/2024	Burke Development		AP			310.00
51504	2/2/2024	CenturyLink		AP			736.72
51505	2/2/2024	CenturyLink		AP			44.88
51506	2/2/2024	Cessco, Inc		AP			71.70
51507	2/2/2024	Charles H. Day Co., Inc.		AP			179.50
51508	2/2/2024	Cintas Corporation - 463		AP			86.11
51509	2/2/2024	CJ Embroidery		AP			90.00
51510	2/2/2024	Clackamas Community College		AP			1,000.00
51511	2/2/2024	Clackamas County Sheriff		AP			250.00
51512	2/2/2024	Columbia Land Trust		AP			2,658.11
51513	2/2/2024	Consolidated Supply Co.		AP			1,215.61
51514	2/2/2024	Conсор North America, Inc.		AP			10,532.16
51515	2/2/2024	Contractor Supply, Inc.		AP			761.00
51516	2/2/2024	Convergence Networks		AP			8,121.12
51517	2/2/2024	Country Supplier LLC		AP			389.96
51518	2/2/2024	Daily Journal Of Commerce		AP			105.30
51519	2/2/2024	Duke Construction and Excavation LLC		AP			74,970.42
51520	2/2/2024	Equipment Depot Northwest, Inc		AP			35,137.00
51521	2/2/2024	Government Ethics Commission		AP			1,323.95
51522	2/2/2024	Grainger, Inc.		AP			331.70
51523	2/2/2024	GT Excavating, LLC		AP			27,173.26
51524	2/2/2024	Hach Company		AP			5,002.23
51525	2/2/2024	HealthEquity		AP			44.30
51526	2/2/2024	Horner Enterprises, Inc.		AP			3,476.07
51527	2/2/2024	Industrial Hearing Service		AP			650.00
51528	2/2/2024	Napa Auto Parts		AP			53.98
51529	2/2/2024	OCD Automation, Inc.		AP			2,800.00
51530	2/2/2024	O'Reilly Auto Parts		AP			17.98
51531	2/2/2024	Pape Machinery		AP			57.61
51532	2/2/2024	Portland Engineering Inc		AP			517.50
51533	2/2/2024	SDIS		AP			227,661.75
51534	2/2/2024	Seattle Ace Hardware		AP			400.16
51535	2/2/2024	Stein Oil Co Inc		AP			920.54
51536	2/2/2024	Tice Electric Company		AP			9,000.00
51537	2/2/2024	Trojan Technologies Inc.		AP			91,225.54

Bank Reconciliation

Checks by Date

User: antonio@olwsd.org

Printed: 03/07/2024 - 3:19PM

Cleared and Not Cleared Checks

Print Void Checks

51538	2/2/2024	Unifirst Corporation	AP	1,472.80
51539	2/2/2024	Verizon Wireless	AP	2,670.57
51540	2/2/2024	Waste Management Of Oregon	AP	70.00
51541	2/2/2024	Water Systems Consulting, Inc.	AP	220.00
51542	2/2/2024	Western Exterminator Company	AP	147.15
51543	2/2/2024	Customer Refund	AP	354.72
51544	2/5/2024	Employee Business Expense Reimbursement	AP	117.06
51545	2/9/2024	Airgas, Inc	AP	137.03
51546	2/9/2024	Alexin Analytical Laboratories, Inc.	AP	8,296.00
51547	2/9/2024	AnswerNet	AP	1,271.87
51548	2/9/2024	BMS Technologies	AP	4,241.75
51549	2/9/2024	Brown & Brown of Oregon, LLC	AP	14,202.00
51550	2/9/2024	Brown and Caldwell	AP	11,049.75
51551	2/9/2024	CDR Labor Law, LLC	AP	4,397.00
51552	2/9/2024	Charles H. Day Co., Inc.	AP	129.95
51553	2/9/2024	Cintas Corporation - 463	AP	86.11
51554	2/9/2024	City Of Gladstone	AP	260.97
51555	2/9/2024	City Of Milwaukie	AP	1,870.57
51556	2/9/2024	CLACKAMAS COUNTY	AP	4,817.55
51557	2/9/2024	Cochran Inc.	AP	3,207.00
51558	2/9/2024	Consolidated Supply Co.	AP	1,144.72
51559	2/9/2024	Contractor Supply, Inc.	AP	97.00
51560	2/9/2024	Country Supplier LLC	AP	199.99
51561	2/9/2024	D&H Flagging, Inc.	AP	2,684.60
51562	2/9/2024	Department of Environmental Quality	AP	4,224.00
51563	2/9/2024	Gills Point S Tire	AP	1,970.54
51564	2/9/2024	Grainger, Inc.	AP	103.12
51565	2/9/2024	Gutermann, Inc	AP	149.00
51566	2/9/2024	H.D. Fowler Company	AP	1,537.36
51567	2/9/2024	Hi-Line Inc	AP	823.61
51568	2/9/2024	IntelliCorp Records, Inc.	AP	45.65
51569	2/9/2024	J. Thayer Company	AP	648.50
51570	2/9/2024	Lou's Gloves	AP	688.00
51571	2/9/2024	Metro Overhead Door, Inc.	AP	900.00
51572	2/9/2024	Napa Auto Parts	AP	262.30
51573	2/9/2024	Northwest Natural	AP	1,486.91
51574	2/9/2024	One Call Concepts, Inc.	AP	580.23
51575	2/9/2024	O'Reilly Auto Parts	AP	4.72
51576	2/9/2024	Owen Equipment	AP	83.42
51577	2/9/2024	Portland Engineering Inc	AP	420.00
51578	2/9/2024	Power Systems West	AP	476.00
51579	2/9/2024	Seattle Ace Hardware	AP	180.85
51580	2/9/2024	Employee Business Expense Reimbursement	AP	17.28
51581	2/9/2024	Staples Contract & Commercial LLC	AP	201.71
51582	2/9/2024	Thorn Run Partners, LLC	AP	10,000.00
51583	2/9/2024	Trench Line Excavation, Inc.	AP	177,176.93
51584	2/9/2024	Trojan Technologies Inc.	AP	92.90
51585	2/9/2024	Unifirst Corporation	AP	156.61
51586	2/9/2024	Workplace Results LLC	AP	15,181.25
51587	2/9/2024	Xerox Corporation	AP	67.59
51588	2/16/2024	AFSCME Council 75	AP	1,024.94
51589	2/16/2024	Aks Engineering & Forestry	AP	6,022.55
51590	2/16/2024	Brown & Brown of Oregon, LLC	AP	12,265.54
51591	2/16/2024	Brown and Caldwell	AP	89,699.00
51592	2/16/2024	CDW LLC	AP	1,393.25
51593	2/16/2024	Cintas Corporation	AP	387.85
51594	2/16/2024	City Of Milwaukie	AP	333.60
51595	2/16/2024	Comcast	AP	579.65
51596	2/16/2024	Consolidated Supply Co.	AP	2,500.96
51597	2/16/2024	Country Supplier LLC	AP	752.10
51598	2/16/2024	D&H Flagging, Inc.	AP	2,489.83
51599	2/16/2024	Detemple Company, Inc.	AP	814.00
51600	2/16/2024	Ecology In Classrooms&Outdoors	AP	10,477.00
51601	2/16/2024	Equipment Depot Northwest, Inc	AP	1,798.00
51602	2/16/2024	Customer Refund	AP	13.11
51603	2/16/2024	Gills Point S Tire	AP	2,213.29

Bank Reconciliation

Checks by Date

User: antonio@olwsd.org

Printed: 03/07/2024 - 3:19PM

Cleared and Not Cleared Checks

Print Void Checks

51604	2/16/2024	H.D. Fowler Company	AP	5,097.90
51605	2/16/2024	Les Schwab	AP	1,017.88
51606	2/16/2024	Mission Communications, LLC	AP	2,624.40
51607	2/16/2024	Northstar Chemical, Inc.	AP	1,073.00
51608	2/16/2024	Owen Equipment	AP	249.61
51609	2/16/2024	Owens Pump & Equipment	AP	5,622.21
51610	2/16/2024	Portland Engineering Inc	AP	1,072.00
51611	2/16/2024	Relay Resources	AP	8,191.30
51612	2/16/2024	Robert HalfTalent Solutions	AP	2,531.34
51613	2/16/2024	Stein Oil Co Inc	AP	975.71
51614	2/16/2024	Employee Business Expense Reimbursement	AP	29.25
51615	2/16/2024	Unifirst Corporation	AP	153.03
51616	2/16/2024	Customer Refund	AP	219.55
51617	2/16/2024	Waste Management Of Oregon	AP	380.74
51618	2/23/2024	120 Water, Inc.	AP	14,900.00
51619	2/23/2024	A and A Drilling Service, Inc	AP	1,425.00
51620	2/23/2024	Employee Business Expense Reimbursement	AP	298.17
51621	2/23/2024	Apex Labs	AP	1,274.00
51622	2/23/2024	BendTel, Inc	AP	279.87
51623	2/23/2024	Buels Impressions Printing	AP	320.00
51624	2/23/2024	CenturyLink	AP	409.72
51625	2/23/2024	CenturyLink	AP	44.87
51626	2/23/2024	Charles H. Day Co., Inc.	AP	2,205.23
51627	2/23/2024	Cintas Corporation	AP	99.00
51628	2/23/2024	Cintas Corporation - 463	AP	172.22
51629	2/23/2024	Consolidated Supply Co.	AP	188.22
51630	2/23/2024	Contractor Supply, Inc.	AP	769.25
51631	2/23/2024	Convergence Networks	AP	8,268.21
51632	2/23/2024	H.D. Fowler Company	AP	2,074.08
51633	2/23/2024	Hall Tool Company	AP	57.90
51634	2/23/2024	HealthEquity	AP	44.30
51635	2/23/2024	K & D Services of Oregon Inc	AP	2,403.22
51636	2/23/2024	Kaiser Permanente	AP	18,790.86
51637	2/23/2024	Les Schwab	AP	1,095.65
51638	2/23/2024	Madison Biosolids, Inc.	AP	1,014.20
51639	2/23/2024	McGuire Bearing Company	AP	398.76
51640	2/23/2024	Napa Auto Parts	AP	178.08
51641	2/23/2024	NCCWC	AP	77,584.05
51642	2/23/2024	Net Assets Corporation	AP	485.00
51643	2/23/2024	North Clackamas Urban Watershed Council	AP	16,794.32
51644	2/23/2024	OCD Automation, Inc.	AP	10,045.00
51645	2/23/2024	O'Reilly Auto Parts	AP	64.99
51646	2/23/2024	PNWS-AWWA	AP	1,400.00
51647	2/23/2024	Portland General Electric	AP	487.83
51648	2/23/2024	PUBLISHERS CIRCULATION FULFILLMENT	AP	1,467.11
51649	2/23/2024	Relay Resources	AP	1,138.86
51650	2/23/2024	Staples Contract & Commercial LLC	AP	169.51
51651	2/23/2024	Top Industrial Supply	AP	89.60
51652	2/23/2024	Tritech Software Systems	AP	20,305.68
51653	2/23/2024	Unifirst Corporation	AP	2,884.42
51654	2/23/2024	Verizon Wireless	AP	51.04
51655	2/23/2024	Waste Management Of Oregon	AP	1,491.07
51656	2/23/2024	Western Exterminator Company	AP	377.45
51657	2/23/2024	Xerox Corporation	AP	65.91

Paper Check Disbursement Activity Subtotal	1,234,814.79
Voided Paper Check Disbursement Activity	0.00
Adjusted Paper Check Disbursement Activity Subtotal	1,234,814.79

Total Void Check Count:	0
Total Void Check Amount:	0.00
Total Valid Check Count:	177
Total Valid Check Amount:	1,922,327.54
Total Check Count:	177
Total Check Amount:	1,922,327.54

STAFF REPORT

To Board of Directors
From Brad Albert, Public Works Director/District Engineer
Chad Martinez, Wastewater Collections Supervisor
Ryan Hunter, Water Distribution Supervisor
Title Public Works Monthly Report
Item No. 12c
Date March 19, 2024

Summary

The Board has requested updates at regular meetings on the status of the OLWS operations.

Highlights

- Valley View Reservoir fall protection project is underway.
- The Tertiary Treatment Project design is 90% complete.
- 28th Ave Waterline Replacement Project construction continues on McLoughlin (night work).

Watershed Protection

During February, OLWS staff requested bids to clean catch basins in Zone 2, which supports the 2023-24 stormwater permit requirements. Field operations staff inspect catch basins in the target zone and then cleaning of those basins is provided by a contractor. Zone 2 holds the largest number of stormwater catch basins in OLWS. The selected contractor will schedule the cleaning later this season as water levels drop.

Concerning the two beaver dams in Stringfield Park, both OLWS and North Clackamas Parks and Recreation District (NCPRD) have been checking the dams within park boundaries to make sure they allow water to flow without causing a drainage backup upstream. NCPRD did not think the “beaver deceiver” pilot project would make sense within the park, so the North Clackamas Watersheds Council is (NCWC) looking upstream for other partners to host the pilot project. Discussions continue as staff work to understand if this pilot is possible.

This month there was a report of an oil sheen on Boardman Creek as far upstream as Stringfield Park. OLWS staff responded by setting oil absorbent booms in the creek near Walta Vista and by monitoring the issue. In addition, staff tracked the oil upstream to a parking area along McLoughlin, where many vehicles are stored for sale or repair. OLWS staff spoke with autobody

shop owners connected to the area in question to provide them with information about how their action and activities directly affect the health and water quality of the creek. If any further issues are observed, the next step would be to fine the business owners.

If you have any questions about this report, please feel free to contact Lara at: lara.christensen@olws.org.

Wastewater Collection Work

The Collection crew has steadily continued cleaning the CCTV basin 2A through the month of February.

Along with the main tasks, the Collection crew has investigated and compiled a list of Manhole Structures that are in need of repair due to Infiltration and Inflow. Three of these Manhole Structures were repaired. (Example: Image 1 & 2)

We finished off the month of February assisting Wastewater Operations with the bypass valve installation at Lift Station #2. (Image 3)



MH I&I Before



MH After Repair



Lift Station #2 Valve Install

Water Distribution System Work

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

- 59 meters replaced.
- Ladder Safety Training
- CPR First Aid Training
- Ongoing maintenance, repair, and replacement of fire hydrants (Image 4 & 5)

- Ongoing flushing of our dead-end water mains to improve system chorine residuals.
- Ongoing leak detection efforts.



Existing Boardman Hydrant

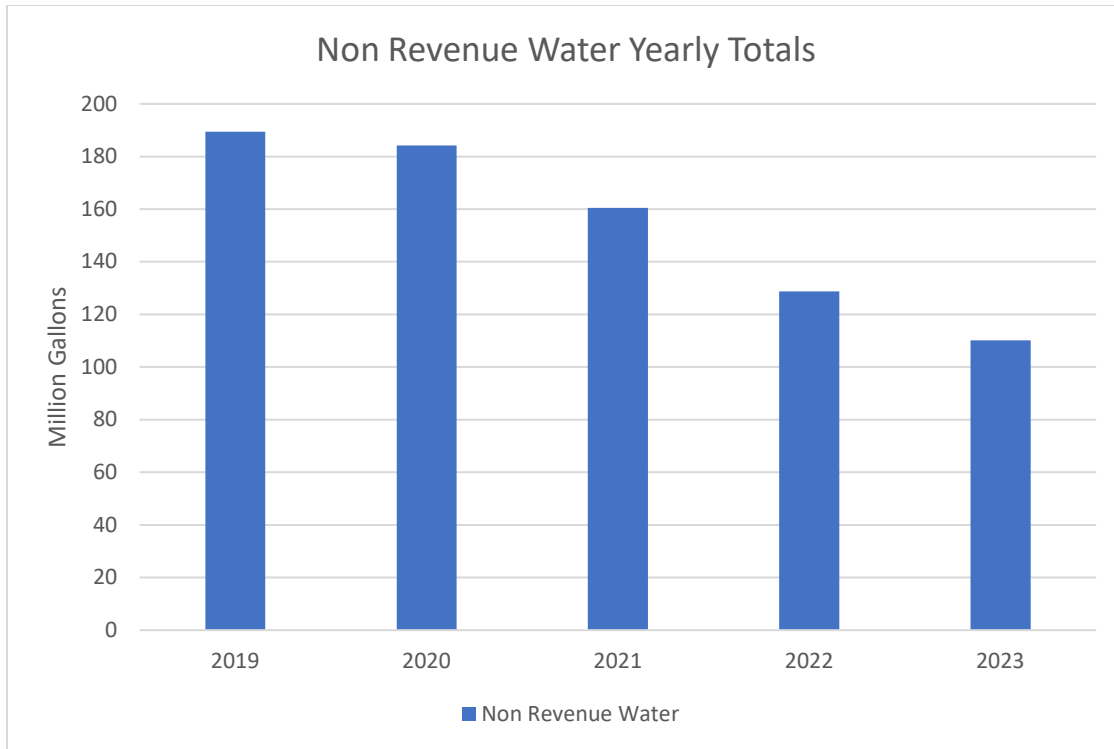
New Boardman Hydrant

Non-Revenue Water

The total water purchased in February was 61.183 million gallons. Non-revenue water totaled 7.958 million gallons with 1.100 million gallons in apparent losses, 6.648 million gallons in real losses, and 211,000 gallons for unbilled authorized consumption. The trailing twelve month (TTM) non-revenue water trend indicates the average non-revenue water over the past 12 months is 8.707 million gallons.

The TTM non-revenue water is lower than previously reported in previous months due to not including water sold to a small population of customers serviced by Clackamas River Water. This has now been corrected and this month reflects the correct adjustment.

A review of the yearly total for Non-Revenue Water for the last 5 years (2019 – 2023) shows that Non-Revenue Water has continued to decline due to the hard work of OLWS team members as shown by the following chart:



Permit Activity

February 2024 Development Activity

FY2023-2024	<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	0	0	7	3	45
New Erosion Control Permits	6	1	20	3	8
New Development Permits	1	0	7	0	0
New Utility Permits	7	1	42	15,495	41,320
Wastewater Connections	5	1	23	67,976	209,597
Sanitary SDC Fees Received	\$25,825	\$5,165	\$118,795.00	\$15,495	\$41,320
Water SDC Fees Received	\$101,964	\$18,744	\$485,337.00	\$67,976	\$209,597
Plan Review Fees Received	\$3,384	\$1,350	\$19,577.76	\$2,511	\$13,962
Inspection Fees Received	\$680	\$680	\$5,320.00	\$3,024	\$11,201

Attachments

1. Development Tracker

<i>Project Status</i>	<i>Address</i>	<i>Type of Development</i>	<i>Notes</i>	<i>Last Updated</i>
Under Construction	4410 SE Pinehurst Ave.	Residential: 17-lot Subdivision	Final Inspections Pending. Next step: asbuilt review and bond release.	3/4/2024
Under Construction	16305 SE Oatfield Rd.	Residential: 12-lot Subdivision	OLWS Inspections Occuring	3/4/2024
Under Construction	15603 SE Ruby Dr.	Residential: 3-lot Partition	OLWS Inspections Occuring	3/4/2024
Under Construction	6364 SE McNary Rd.	Residential: 15-lot Partition	Final Inspections Pending. Next step: asbuilt review and bond release.	3/4/2024
Under Construction	2316 SE Courtney Ave.	Residential: 14 rowhomes and 6 single family dwellings	OLWS Inspections Occuring.	3/4/2024
Under Construction	4322 SE Pinehurst Ave.	Residential: 7-lot subdivision	OLWS Inspections Occuring	3/4/2024
Under Construction	3421 SE Vineyard Rd.	Residential: Two tri-plexes and one duplex	OLWS Inspections Occuring	3/4/2024
Under Construction	SE River Rd. @ SE Maple St.	Residential Tri-plex	OLWS Inspections Occuring	3/4/2024
Under Construction	3811 SE Concord Rd.	Concord School Library	OLWS Inspections Occuring	3/4/2024
Under Construction	15510 SE Wallace Rd.	Residential: 15-lot Partition	Land Use conditions sent to CC DTD. County land use expiration timeline.	3/4/2024
Under Construction	2750 SE Park Ave	Institutional: Add Two Floors To Existing Parking Garage	Pre-app Comments sent to CCDDT. County land use expiration timeline.	3/4/2024
Plan Review	17025 SE Oatfield Rd	Residential: 2-lot subdivision	Current OLWS Review	3/4/2024
Plan Review	14928 SE Oatfield Rd	Residential 4-lot Partition	Current OLWS Review	3/4/2024
Plan Review	13822 SE Oatfield Rd	Residential: 26-unit Cottages	Current OLWS Review	3/4/2024
Plan Review	14836 SE River Forest Rd	Creek Restoration	Land Use conditions sent to CC DTD. County land use expiration timeline.	3/4/2024

STAFF REPORT

To Board of Directors
From David Hawkins, Plant Superintendent
Title Plant Operations Monthly Report
Item No. 12d
Date March 19, 2024

Summary

The Board has requested updates at regular meetings on the status of the OLWS operations.

Highlights of the Month

- Plant Status Update
- Pump Rebuilding
- Winter Storm Cleanup
- Additional Carport for Storage

Wastewater Treatment Plant

The Wastewater Treatment Plant (WWTP) continued to produce excellent effluent in February and met all permitted limits. Luckily, February did not see any large fluctuations in flow, which definitely helps matters. The WWTP continues to run all clarifiers, which allows us to absorb better any excess flows that we may receive. The Plant will continue to run in this high-flow mode for about two more months, at which point the flows will have dropped down far enough and the operators will begin to drop tankage to reduce Hydraulic Detention Time (HDT). By that point, the weather will start to warm a bit and we will start gearing up for Nitrification/Denitrification season.

Typically, February's are slower months around the WWTP. When the Plant is running at winter flows (which tend to be higher) there is more equipment online, which means less equipment available for preventative maintenance. This means that the mechanics and the operators tend to focus on smaller, but equally important work, like rebuilding pumps. This February was no different. Operations and Maintenance set out to rebuild multiple pumps, including rebuilding several rotary lobe pumps used in the solids building and shipping out our larger Mixed Liquor Return (MLR) pumps.

Also in February, Operators made confined space entries into the tankage that is not online to do clean up of all of the various debris that gets blown into them. Since the WWTP is so close to

River Villa Park and the trees in the park, a lot of leaves, twigs and sticks get blown into these tanks. In the winter, Operators often use these tanks to handle surges of flow. When they go to drain the tanks down, these sticks and twigs tend to get hung up around the drains, requiring entry into the tanks for the collection of the debris. While this may not seem like much, it requires several 5-gallon buckets full of debris to be yarded out of the tanks. If they were not removed, there is a possibility that the sticks may become lodged in the 8 inch lines, creating a much larger problem.

Covered storage at the WWTP is in short supply. Most spare equipment and parts are housed in various buildings around the campus. While staff have done an excellent job utilizing the space they do have, there was a need for more. In late February, staff ordered a double carport to be erected in the parking lot of the WWTP. This area will be used as not only a protected laydown area for various parts while being worked on, it will also house the forklift and the maintenance cart so they are out of the elements. This will hopefully extend the life of the equipment and also make a dry spot for working in the winter and a shaded spot from the sun in the summer.

Attachments

1. Photo Pages of February 2024 Work
2. Rainfall vs. Flow Data Correlation for September 2023 – February 2024
3. Plant Performance BOD-TSS Graph for September 2023 – February 2024

Plant Operations Photo Page



Maintenance rebuilding a rotary Lobe pump.



Start of project carport.



Carport is up.



Finished product.



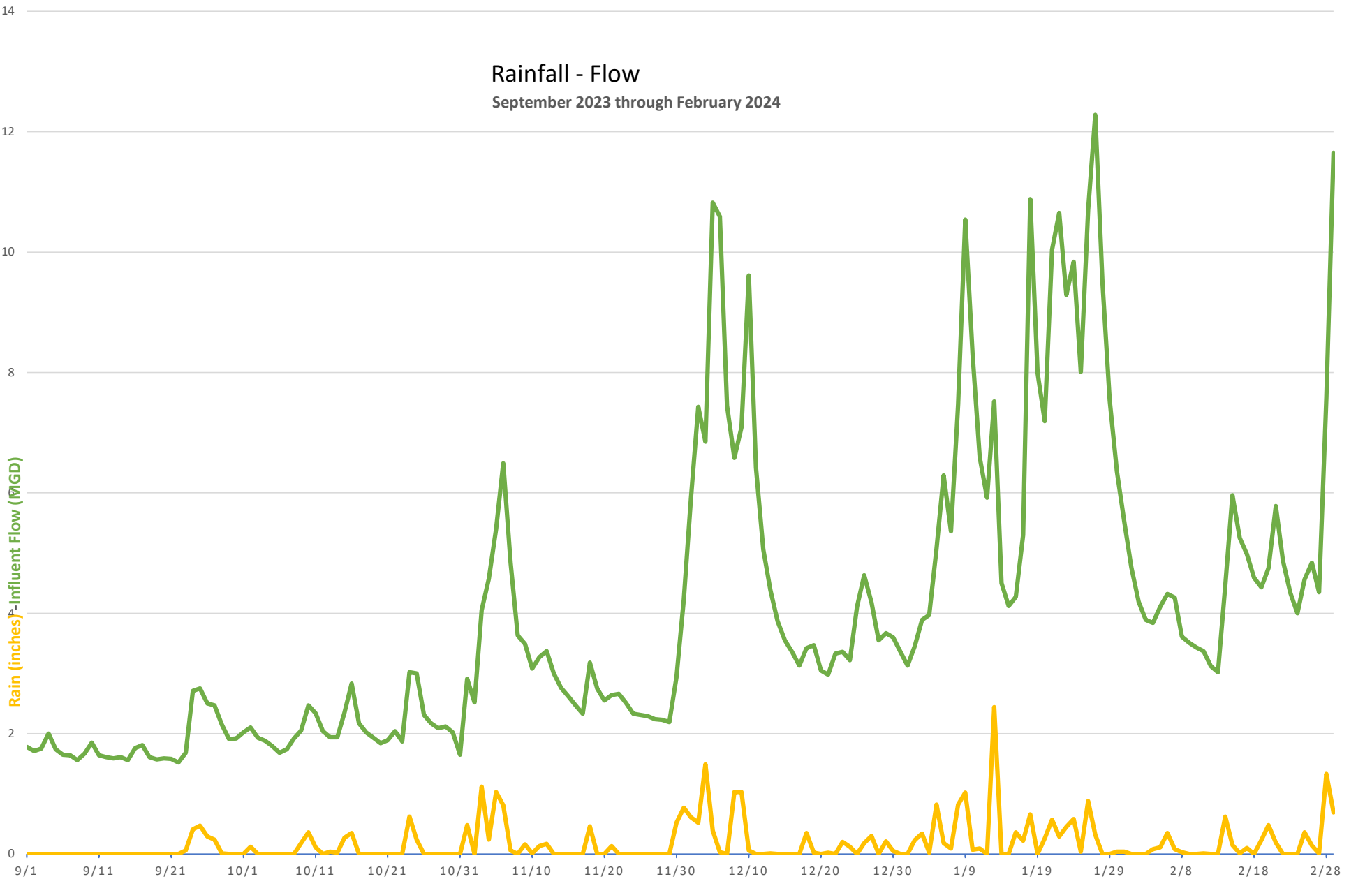
Paul Collecting sticks from Aeration Basin.



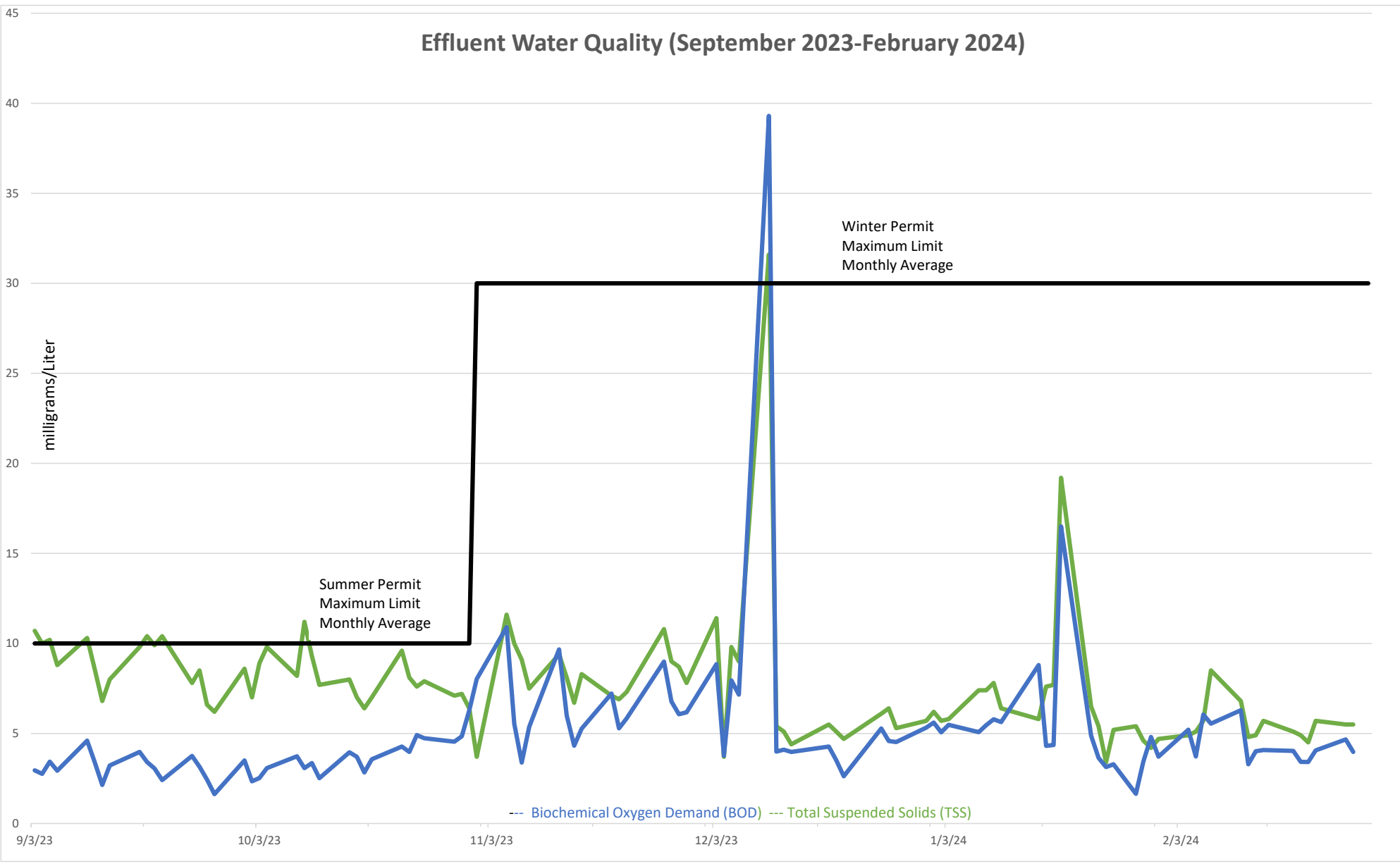
Sticks from one tank. They don't smell great.

Rainfall - Flow

September 2023 through February 2024



Effluent Water Quality (September 2023-February 2024)



OAK LODGE
WATER SERVICES
AGENDA ITEM

Title	Adjourn Meeting
Item No.	13

Summary

If there is no further business to be discussed, the Chair will note the time and adjourn the meeting.