



**Oak Lodge Water District Office
14496 SE River Road
Oak Grove, OR 97267
August 21st, 2018 at 6:00 p.m.**

1. Call to Order and Flag Salute
2. Call for Public Testimony

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

3. Consent Agenda
 - July 2018 Financial Reports
 - Approval of July 2018 Check Run
 - July 17, 2018 Board Meeting Minutes
4. National Association of Clean Water Agencies' (NACWA) presentation of the 2018 Peak Performance Awards- Platinum Certification for the Water Reclamation Facility of Oak Lodge Water Services-a celebration
5. Grant Transfer to North Clackamas Parks and Recreation District
6. First Reading of Ordinance No. 002-2018 to Ratify Resolution No.18-08 amending and restating the District's North Clackamas county Water Commission's Intergovernmental Agreement
7. Backflow Device Testing and Repair Contract
8. Resolution 18-09 – Establishing Fee for Enrollment in Backflow Testing Program
9. Resolution 18-10 – Establishing Fees for Non-Compliance of Backflow Testing Program
10. Easement Machine Procurement

11. Department Reports
 - Finance
 - Field Operations
 - Plant Operations
 - Technical Services

12. Call for Public Comment

13. Business from the Board

Adjourn



AGENDA ITEM

Agenda Item: Call for Public Testimony
Item No.: 2
Presenters: N/A

Background:

Members of the public are invited to identify agenda items on which they would like to comment or provide testimony. The Board may elect to limit the total time available for public comment or for any single speaker depending on meeting length.

OAK LODGE
WATER SERVICES
CONSENT AGENDA

To: Board of Directors
From: Sarah Jo Chaplen, General Manager
Agenda Item: Consent Agenda
Item No.: 3
Date: August 21, 2018

Background:

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:

1. July 2018 Financial Reports
 - a. Approval of July 2018 Check Run
2. July 17, 2018 Board Meeting Minutes

Board members may request to remove an item from the Consent Agenda to discuss separately.

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:

Approve the items listed under the Consent Agenda.

Sample motion: *"I move to approve the consent agenda."*

Approved _____	Date _____
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MONTHLY FINANCIAL REPORT

To: Board Directors
From: Kelly Stacey, Finance Director
Agenda Item: July 2018 Financial Reports
Item No.: 3a
Date: August 21, 2018

Reports:

- July 2018 Monthly Overview
- July 2018 Budget Report
- July 2018 Monthly Cash and Investment Balances
- July 2018 Monthly Checks and Electronic Withdrawals staff report
- July 2018 Monthly Checks and Electronic Withdrawals system report

Oak Lodge Water Services
Monthly Overview
July 2018

This report summarized the revenues and expenditures for July 2018. Also incorporated in this report are account balances, including all cash and investment activity as well as checks and withdrawals.

The District's liquid cash and investment assets equal \$12,763,702.67 as of July 31, 2018; consisting of \$658,931.91 in checking, and \$12,104,770.76 in the State Local Government Investment Pool (LGIP).

The District's checks, electronic withdrawals and bank drafts for July 2018, total \$ 416,601.32.

Water sales revenue for the month of July 2018 total \$358,497. **Wastewater** sales revenue for the month of July 2018 is \$563,602. **Watershed protection** sales revenue for the month of July 2018 is \$117,806.96. Total revenue for services provided for the month of July 2018 totals \$1,051,010.

The % of budget spent is calculated by taking the ending balance and dividing it by the budget. At the end of June that should be around 8%. Note for budget law purposes, Wastewater Plant and Wastewater Collection are added together. Certain line items are spent all at once, such as Worker's Compensation. We pay one time a year in July.

I have included a new "Account Roll up" report. There are a few things that need to be worked through on the report, such as account 4212 says Water sales-CRW, which it is in Fund 10. In fund 20 it is Wastewater Service charges. This report shows the combination of the two but picks up the first fund's title. There are a few other items I noticed which need to be adjusted, but for the sake of time I left them for this month because I wanted to give you an opportunity to see the report.

Oak Lodge Water Services

Account Balances As of:		
July 31, 2018	Interest Rate	
Account		
Wells Fargo Bank Checking-2046	0.00%	\$1,473.26
Wells Fargo Bank Checking-3552	0.00%	\$657,458.65
LGIP 5289 Water General	2.25%	\$2,577,933.30
LGIP 5790 Sanitary	2.25%	\$2,759,844.98
LGIP 3968 Sanitary GO Bond Debt Svc	2.25%	\$913,575.09
LGIP 3869 Sanitary Debt Svc	2.25%	\$1,363,788.11
LGIP 5002 Sanitary General	2.25%	\$4,489,629.28
<hr/>		
Total		\$ 12,763,702.67
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General Ledger
Budget Report by Division



User: kelly
Printed: 8/10/2018 10:36:58 AM
Period 01 - 01
Fiscal Year 2019

Account Number	Description	Budget	Period Amt	End Bal	% of Budget
10	Drinking Water				
	NonDivisional				
	<i>Beginning Fund Balance</i>				
10-00-3500	Fund balance	-2,880,270.00	0.00	-3,258,921.04	113.15
	<i>Beginning Fund Balance</i>	-2,880,270.00	0.00	-3,258,921.04	113.15
	<i>Revenue</i>				
10-00-4211	Water sales	-3,640,000.00	-356,418.17	-356,418.17	9.79
10-00-4212	Water sales - CRW	-32,000.00	-4,099.85	-4,099.85	12.81
10-00-4215	Penalties and late charges	-25,000.00	-1,211.91	-1,211.91	4.85
10-00-4220	System development charges	-75,000.00	-16,520.00	-16,520.00	22.03
10-00-4230	Contract services	-32,000.00	-2,649.04	-2,649.04	8.28
10-00-4240	Service installations	-15,000.00	-895.00	-895.00	5.97
10-00-4280	Rents & leases	-140,000.00	-6,521.51	-6,521.51	4.66
10-00-4290	Other charges for services	0.00	-2,517.70	-2,517.70	0.00
10-00-4610	Investment revenue	-25,000.00	0.00	0.00	0.00
10-00-4630	Miscellaneous revenues	-15,000.00	-1,840.54	-1,840.54	12.27
	<i>Revenue</i>	<i>3,999,000.00</i>	<i>392,673.72</i>	<i>392,673.72</i>	<i>9.82</i>
	NonDivisional	-6,879,270.00	-392,673.72	-3,651,594.76	53.08
	Drinking Water				
	<i>Personnel Services</i>				
10-20-5110	Regular employees	980,000.00	75,720.56	75,720.56	7.73
10-20-5120	Temporary/Seasonal employees	30,000.00	0.00	0.00	0.00
10-20-5130	Overtime	48,000.00	0.00	0.00	0.00
10-20-5210	Employee Ins-MDVSTDLTDLf	225,000.00	13,107.94	13,107.94	5.83
10-20-5230	Social Security	80,500.00	5,681.37	5,681.37	7.06
10-20-5240	Retirement	202,000.00	13,103.15	13,103.15	6.49
10-20-5250	TrimetWBF	9,000.00	580.99	580.99	6.46
10-20-5260	Unemployment	12,000.00	0.00	0.00	0.00
10-20-5270	Workers compensation	13,000.00	13,780.82	13,780.82	106.01
10-20-5290	Other employee benefits	7,300.00	8.84	8.84	0.12
	<i>Personnel Services</i>	<i>1,606,800.00</i>	<i>121,983.67</i>	<i>121,983.67</i>	<i>7.59</i>
	<i>Materials & Services</i>				

Account Number	Description	Budget	Period Amt	End Bal	% of Budget
10-20-6110	Legal services	130,000.00	0.00	0.00	0.00
10-20-6120	Accounting & audit services	9,000.00	0.00	0.00	0.00
10-20-6150	Contract meter reading	0.00	912.06	912.06	0.00
10-20-6155	Contracted Services	160,500.00	4,650.62	4,650.62	2.90
10-20-6180	Dues & subscriptions	25,000.00	16,380.00	16,380.00	65.52
10-20-6190	Other professional & tech svcs	0.00	57.15	57.15	0.00
10-20-6220	Electricity	45,000.00	2,908.64	2,908.64	6.46
10-20-6230	Telephone	21,000.00	425.16	425.16	2.02
10-20-6240	Natural gas	4,000.00	0.00	0.00	0.00
10-20-6290	Other utilities	4,000.00	0.00	0.00	0.00
10-20-6310	Janitorial services	8,500.00	10.94	10.94	0.13
10-20-6320	Buildings & grounds	10,000.00	41.06	41.06	0.41
10-20-6330	Vehicle & equipment maint.	27,000.00	325.64	325.64	1.21
10-20-6340	Distribution system maint	0.00	12,564.23	12,564.23	0.00
10-20-6350	Computer maintenance	48,500.00	31,699.41	31,699.41	65.36
10-20-6390	Other repairs & maintenance	50,000.00	2,355.80	2,355.80	4.71
10-20-6410	Mileage	1,500.00	121.57	121.57	8.10
10-20-6420	Staff training	17,500.00	508.17	508.17	2.90
10-20-6430	Certifications	1,000.00	0.00	0.00	0.00
10-20-6440	Board travel & training	2,500.00	0.00	0.00	0.00
10-20-6510	Office supplies	15,000.00	102.55	102.55	0.68
10-20-6520	Fuel & oils	25,000.00	267.24	267.24	1.07
10-20-6530	Small tools & equipment	15,000.00	0.00	0.00	0.00
10-20-6540	Safety supplies	12,000.00	1,072.81	1,072.81	8.94
10-20-6550	Operational Supplies	1,500.00	0.00	0.00	0.00
10-20-6560	Uniforms	4,000.00	0.00	0.00	0.00
10-20-6610	Board compensation	700.00	72.08	72.08	10.30
10-20-6710	Purchased water	1,050,000.00	0.00	0.00	0.00
10-20-6720	Insurance	30,000.00	0.00	0.00	0.00
10-20-6730	Communications	9,000.00	17.29	17.29	0.19
10-20-6740	Advertising	1,000.00	0.00	0.00	0.00
10-20-6760	Equipment Rental	5,000.00	0.00	0.00	0.00
10-20-6770	Bank charges	30,000.00	3,476.66	3,476.66	11.59
10-20-6780	Taxes & fees	20,000.00	0.00	0.00	0.00
10-20-6900	Miscellaneous expense	1,000.00	0.00	0.00	0.00
	<i>Materials & Services</i>	<i>1,784,200.00</i>	<i>77,969.08</i>	<i>77,969.08</i>	<i>4.37</i>
	<i>Capital Outlay</i>				
10-20-7200	Infrastructure	0.00	6,491.43	6,491.43	0.00
10-20-7520	Equipment	0.00	4,509.34	4,509.34	0.00
10-20-7540	Vehicles	0.00	351.80	351.80	0.00
	<i>Capital Outlay</i>	<i>0.00</i>	<i>11,352.57</i>	<i>11,352.57</i>	<i>0.00</i>
	Drinking Water	3,391,000.00	211,305.32	211,305.32	6.23
10	Drinking Water	-3,488,270.00	-181,368.40	-3,440,289.44	98.62
20	Wastewater Reclam. NonDivisional				

Account Number	Description	Budget	Period Amt	End Bal	% of Budget
	<i>Beginning Fund Balance</i>				
20-00-3500	Fund balance	-5,416,603.00	0.00	-5,691,056.55	105.07
	<i>Beginning Fund Balance</i>	-5,416,603.00	0.00	-5,691,056.55	105.07
	<i>Revenue</i>				
20-00-4212	Wastewater charges	-7,947,500.00	-566,403.77	-566,403.77	7.13
20-00-4215	Penalties & late charges	-25,000.00	-128.56	-128.56	0.51
20-00-4220	System development charges	-100,000.00	-10,330.00	-10,330.00	10.33
20-00-4240	Service installations	-25,000.00	-1,982.45	-1,982.45	7.93
20-00-4290	Other charges for services	-5,000.00	-6.07	-6.07	0.12
20-00-4610	Investment revenue	-50,000.00	0.00	0.00	0.00
20-00-4630	Miscellaneous revenues	-15,000.00	-4,441.50	-4,441.50	29.61
	<i>Revenue</i>	8,167,500.00	583,292.35	583,292.35	7.14
	NonDivisional	-13,584,103.00	-583,292.35	-6,274,348.90	46.19
	Wastewater-Plant				
	<i>Personnel Services</i>				
20-21-5110	Regular employees	1,020,000.00	66,721.26	66,721.26	6.54
20-21-5120	Temporary/Seasonal employees	30,000.00	4,379.20	4,379.20	14.60
20-21-5130	Overtime	50,000.00	0.00	0.00	0.00
20-21-5210	Employee Ins-MDVSTDLTDLf	200,000.00	9,987.00	9,987.00	4.99
20-21-5230	Social Security	80,000.00	5,365.94	5,365.94	6.71
20-21-5240	Retirement	190,000.00	10,684.92	10,684.92	5.62
20-21-5250	TrimetWBF	8,200.00	549.21	549.21	6.70
20-21-5260	Unemployment	10,500.00	0.00	0.00	0.00
20-21-5270	Workers compensation	12,000.00	12,494.03	12,494.03	104.12
20-21-5290	Other employee benefits	6,800.00	3.62	3.62	0.05
	<i>Personnel Services</i>	1,607,500.00	110,185.18	110,185.18	6.85
	<i>Materials & Services</i>				
20-21-6110	Legal services	125,000.00	0.00	0.00	0.00
20-21-6120	Accounting & audit services	4,500.00	0.00	0.00	0.00
20-21-6150	Contract meter reading	0.00	456.03	456.03	0.00
20-21-6155	Contracted Services	105,300.00	6,882.93	6,882.93	6.54
20-21-6180	Dues & subscriptions	15,000.00	204.00	204.00	1.36
20-21-6190	Other professional & tech svcs	0.00	971.56	971.56	0.00
20-21-6220	Electricity	250,000.00	0.00	0.00	0.00
20-21-6230	Telephone	24,000.00	390.07	390.07	1.63
20-21-6240	Natural gas	4,500.00	0.00	0.00	0.00
20-21-6250	Solid waste disposal	75,000.00	0.00	0.00	0.00
20-21-6290	Other utilities	3,000.00	78.91	78.91	2.63
20-21-6310	Janitorial services	22,000.00	11.86	11.86	0.05
20-21-6320	Buildings & grounds maint.	25,000.00	44.50	44.50	0.18
20-21-6330	Vehicle & equipment maint.	24,000.00	0.00	0.00	0.00
20-21-6342	WRF System maintenance	234,000.00	4,891.56	4,891.56	2.09
20-21-6350	Computer maintenance	109,250.00	4,214.08	4,214.08	3.86
20-21-6410	Mileage	2,000.00	62.64	62.64	3.13
20-21-6420	Staff training	23,000.00	160.96	160.96	0.70

Account Number	Description	Budget	Period Amt	End Bal	% of Budget
20-21-6430	Certifications	5,000.00	0.00	0.00	0.00
20-21-6440	Board travel & training	3,000.00	0.00	0.00	0.00
20-21-6510	Office supplies	15,000.00	111.18	111.18	0.74
20-21-6520	Fuel & oils	35,000.00	104.49	104.49	0.30
20-21-6525	Chemicals	25,000.00	0.00	0.00	0.00
20-21-6530	Small tools & equipment	20,200.00	0.00	0.00	0.00
20-21-6540	Safety supplies	20,100.00	1,082.17	1,082.17	5.38
20-21-6550	Operational Supplies	20,000.00	4,472.00	4,472.00	22.36
20-21-6560	Uniforms	14,000.00	1,080.18	1,080.18	7.72
20-21-6590	Other supplies	20,000.00	107.94	107.94	0.54
20-21-6610	Board compensation	1,000.00	59.36	59.36	5.94
20-21-6720	Insurance	90,000.00	0.00	0.00	0.00
20-21-6730	Communications	4,000.00	18.73	18.73	0.47
20-21-6770	Bank charges	25,000.00	2,818.05	2,818.05	11.27
20-21-6780	Taxes & fees	68,500.00	840.00	840.00	1.23
	<i>Materials & Services</i>	<i>1,411,350.00</i>	<i>29,063.20</i>	<i>29,063.20</i>	<i>2.06</i>
	<i>Capital Outlay</i>				
20-21-7300	Buildings & improvements	1,500.00	0.00	0.00	0.00
	<i>Capital Outlay</i>	<i>1,500.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
	Wastewater-Plant	3,020,350.00	139,248.38	139,248.38	4.61
	Wastewater-Collections				
	<i>Personnel Services</i>				
20-22-5110	Regular employees	665,000.00	61,189.62	61,189.62	9.20
20-22-5120	Temporary/Seasonal employees	22,000.00	0.00	0.00	0.00
20-22-5130	Overtime	40,000.00	0.00	0.00	0.00
20-22-5210	Employee Ins-MDVSTDLTDLf	130,000.00	9,849.99	9,849.99	7.58
20-22-5230	Social Security	56,000.00	4,609.19	4,609.19	8.23
20-22-5240	Retirement	140,000.00	9,109.25	9,109.25	6.51
20-22-5250	Trimet/WBF	6,000.00	470.22	470.22	7.84
20-22-5260	Unemployment	9,000.00	0.00	0.00	0.00
20-22-5270	Workers compensation	10,000.00	10,768.06	10,768.06	107.68
20-22-5290	Other employee benefits	4,800.00	3.62	3.62	0.08
	<i>Personnel Services</i>	<i>1,082,800.00</i>	<i>95,999.95</i>	<i>95,999.95</i>	<i>8.87</i>
	<i>Materials & Services</i>				
20-22-6110	Legal services	75,000.00	0.00	0.00	0.00
20-22-6120	Accounting & audit services	4,500.00	0.00	0.00	0.00
20-22-6150	Contract meter reading Rolled into Contracted Svcs	0.00	456.03	456.03	0.00
20-22-6155	Contracted Services	65,500.00	2,976.40	2,976.40	4.54
20-22-6180	Dues & subscriptions	5,000.00	204.00	204.00	4.08
20-22-6190	Other professional & tech svcs Rolled into Contracted Svcs	0.00	25.25	25.25	0.00
20-22-6220	Electricity	10,000.00	878.37	878.37	8.78
20-22-6230	Telephone	21,000.00	262.96	262.96	1.25
20-22-6240	Natural gas	3,500.00	0.00	0.00	0.00
20-22-6290	Other utilities	8,500.00	7,147.95	7,147.95	84.09
20-22-6310	Janitorial services	6,500.00	4.84	4.84	0.07

Account Number	Description	Budget	Period Amt	End Bal	% of Budget
20-22-6320	Buildings & grounds	3,000.00	18.14	18.14	0.60
20-22-6330	Vehicle & equipment maint.	6,000.00	601.14	601.14	10.02
20-22-6342	Collection system maint.	40,000.00	0.00	0.00	0.00
20-22-6350	Computer maintenance	35,250.00	3,352.83	3,352.83	9.51
20-22-6390	Other repairs & maintenance	10,000.00	0.00	0.00	0.00
20-22-6410	Mileage	1,500.00	62.64	62.64	4.18
20-22-6420	Staff training	11,000.00	160.96	160.96	1.46
20-22-6430	Certifications	900.00	0.00	0.00	0.00
20-22-6440	Board travel & training	1,500.00	0.00	0.00	0.00
20-22-6510	Office supplies	12,000.00	45.30	45.30	0.38
20-22-6520	Fuel & oils	7,500.00	469.71	469.71	6.26
20-22-6530	Small tools & equipment	10,000.00	0.00	0.00	0.00
20-22-6540	Safety supplies	3,000.00	314.32	314.32	10.48
20-22-6550	Operational Supplies	6,000.00	0.00	0.00	0.00
20-22-6560	Uniforms	8,000.00	350.33	350.33	4.38
20-22-6610	Board compensation	500.00	34.26	34.26	6.85
20-22-6720	Insurance	24,000.00	0.00	0.00	0.00
20-22-6730	Communications	25,000.00	7.64	7.64	0.03
20-22-6770	Bank charges	15,000.00	3,700.50	3,700.50	24.67
20-22-6780	Taxes & fees	5,000.00	0.00	0.00	0.00
	<i>Materials & Services</i>	<i>424,650.00</i>	<i>21,073.57</i>	<i>21,073.57</i>	<i>4.96</i>
	Wastewater-Collections	1,507,450.00	117,073.52	117,073.52	7.77
20	Wastewater Reclam.	-9,056,303.00	-326,970.45	-6,018,027.00	66.45
30	Watershed Protection				
	NonDivisional				
	<i>Beginning Fund Balance</i>				
30-00-3500	Fund balance	-3,114,971.00	0.00	-3,055,547.08	98.09
	<i>Beginning Fund Balance</i>	<i>-3,114,971.00</i>	<i>0.00</i>	<i>-3,055,547.08</i>	<i>98.09</i>
	<i>Revenue</i>				
30-00-4213	Watershed protection fees	-1,456,000.00	-118,386.60	-118,386.60	8.13
30-00-4215	Penalties & late charges	-5,000.00	-19.83	-19.83	0.40
30-00-4240	Service installations	-40,000.00	-8,725.35	-8,725.35	21.81
30-00-4290	Other charges for services	-5,000.00	0.00	0.00	0.00
30-00-4300	Grant Revenue	-250,000.00	0.00	0.00	0.00
30-00-4610	Investment revenue	-35,000.00	0.00	0.00	0.00
30-00-4630	Miscellaneous revenues	-5,000.00	-261.32	-261.32	5.23
	<i>Revenue</i>	<i>1,796,000.00</i>	<i>127,393.10</i>	<i>127,393.10</i>	<i>7.09</i>
	NonDivisional	-4,910,971.00	-127,393.10	-3,182,940.18	64.81
	Watershed Protection				
	<i>Personnel Services</i>				
30-23-5110	Regular employees	424,000.00	25,449.86	25,449.86	6.00
30-23-5120	Temporary/Seasonal employees	10,000.00	0.00	0.00	0.00
30-23-5130	Overtime	16,000.00	0.00	0.00	0.00

Account Number	Description	Budget	Period Amt	End Bal	% of Budget
30-23-5210	Employee Ins-MDVSTDLTDLf	75,000.00	4,840.18	4,840.18	6.45
30-23-5230	Social Security	36,500.00	1,919.85	1,919.85	5.26
30-23-5240	Retirement	90,000.00	4,166.52	4,166.52	4.63
30-23-5250	TrimetWBF	3,900.00	196.65	196.65	5.04
30-23-5260	Unemployment	5,000.00	0.00	0.00	0.00
30-23-5270	Workers compensation	5,100.00	6,029.12	6,029.12	118.22
30-23-5290	Other employee benefits	3,000.00	6.57	6.57	0.22
	<i>Personnel Services</i>	<i>668,500.00</i>	<i>42,608.75</i>	<i>42,608.75</i>	<i>6.37</i>
	<i>Materials & Services</i>				
30-23-6110	Legal services	70,000.00	0.00	0.00	0.00
30-23-6120	Accounting & audit services	9,000.00	0.00	0.00	0.00
30-23-6155	Contracted Services	47,500.00	4,092.55	4,092.55	8.62
30-23-6180	Dues & subscriptions	10,000.00	396.00	396.00	3.96
30-23-6190	Other professional & tech svcs Rolled into Contracted Svcs	0.00	38.46	38.46	0.00
30-23-6220	Electricity	2,000.00	0.00	0.00	0.00
30-23-6230	Telephone	10,000.00	178.94	178.94	1.79
30-23-6240	Natural gas	1,500.00	0.00	0.00	0.00
30-23-6290	Other utilities	5,000.00	9.02	9.02	0.18
30-23-6310	Janitorial services	4,500.00	7.36	7.36	0.16
30-23-6320	Buildings & grounds	8,000.00	27.62	27.62	0.35
30-23-6330	Vehicle & equipment maint.	4,500.00	2,813.91	2,813.91	62.53
30-23-6340	System maintenance	10,000.00	0.00	0.00	0.00
30-23-6350	Computer maintenance	49,500.00	6,261.08	6,261.08	12.65
30-23-6390	Other repairs & maintenance	5,000.00	0.00	0.00	0.00
30-23-6410	Mileage	2,000.00	121.57	121.57	6.08
30-23-6420	Staff training	9,000.00	312.46	312.46	3.47
30-23-6430	Certifications	500.00	0.00	0.00	0.00
30-23-6440	Board travel & training	1,500.00	0.00	0.00	0.00
30-23-6510	Office supplies	10,000.00	69.02	69.02	0.69
30-23-6520	Fuel & oils	2,500.00	172.75	172.75	6.91
30-23-6530	Small tools & equipment	5,000.00	0.00	0.00	0.00
30-23-6540	Safety supplies	2,500.00	51.01	51.01	2.04
30-23-6550	Operational Supplies	4,000.00	0.00	0.00	0.00
30-23-6560	Uniforms	1,500.00	66.68	66.68	4.45
30-23-6610	Board compensation	1,000.00	59.30	59.30	5.93
30-23-6720	Insurance	12,000.00	0.00	0.00	0.00
30-23-6730	Communications	85,000.00	1,011.63	1,011.63	1.19
30-23-6750	Other purchased services	11,000.00	0.00	0.00	0.00
30-23-6770	Bank charges	10,000.00	1,785.52	1,785.52	17.86
30-23-6780	Taxes & fees	2,000.00	0.00	0.00	0.00
30-23-6900	Miscellaneous expense	100.00	0.00	0.00	0.00
	<i>Materials & Services</i>	<i>396,100.00</i>	<i>17,474.88</i>	<i>17,474.88</i>	<i>4.41</i>
	Watershed Protection	1,064,600.00	60,083.63	60,083.63	5.64
30	Watershed Protection	-3,846,371.00	-67,309.47	-3,122,856.55	81.19
71	Drinking Water Capital				

Account Number	Description	Budget	Period Amt	End Bal	% of Budget
	NonDivisional				
	<i>Revenue</i>				
71-00-4610	Investment revenue	-5,000.00	-4,895.98	-4,895.98	97.92
71-00-4650	Proceeds from borrowing	-1,300,000.00	0.00	0.00	0.00
	<i>Revenue</i>	<i>1,305,000.00</i>	<i>4,895.98</i>	<i>4,895.98</i>	<i>0.38</i>
	NonDivisional	-1,305,000.00	-4,895.98	-4,895.98	0.38
	Drinking Water				
	<i>Capital Outlay</i>				
71-20-7200	Infrastructure	1,350,000.00	0.00	0.00	0.00
71-20-7300	Buildings & improvements	12,000.00	0.00	0.00	0.00
71-20-7400	Improvement other than Bldgs	10,000.00	0.00	0.00	0.00
71-20-7540	Vehicles	32,000.00	0.00	0.00	0.00
71-20-7600	Capital Improvement Projects	300,000.00	0.00	0.00	0.00
	<i>Capital Outlay</i>	<i>1,704,000.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
	Drinking Water	1,704,000.00	0.00	0.00	0.00
71	Drinking Water Capital	399,000.00	-4,895.98	-4,895.98	-1.23
72	Wastewater Reclamation				
	Capital				
	NonDivisional				
	<i>Revenue</i>				
72-00-4610	Investment revenue	-7,500.00	-8,477.48	-8,477.48	113.03
72-00-4640	Proceeds from sale of capital	-1,500,000.00	0.00	0.00	0.00
	<i>Revenue</i>	<i>1,507,500.00</i>	<i>8,477.48</i>	<i>8,477.48</i>	<i>0.56</i>
	NonDivisional	-1,507,500.00	-8,477.48	-8,477.48	0.56
	Wastewater-Plant				
	<i>Capital Outlay</i>				
72-21-7300	Buildings & improvements	1,500,000.00	0.00	0.00	0.00
72-21-7400	Improvement other than Bldgs	5,000.00	0.00	0.00	0.00
72-21-7540	Vehicles	31,000.00	0.00	0.00	0.00
72-21-7600	Capital Improvement Projects	1,220,000.00	0.00	0.00	0.00
	<i>Capital Outlay</i>	<i>2,756,000.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
	Wastewater-Plant	2,756,000.00	0.00	0.00	0.00
	Wastewater-Collections				
	<i>Capital Outlay</i>				
72-22-7400	Improvements other than Bldgs	5,000.00	0.00	0.00	0.00
72-22-7520	Equipment	60,000.00	0.00	0.00	0.00
72-22-7600	Capital Improvement Projects	500,000.00	0.00	0.00	0.00
	<i>Capital Outlay</i>	<i>565,000.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>

Account Number	Description	Budget	Period Amt	End Bal	% of Budget
	Wastewater-Collections	565,000.00	0.00	0.00	0.00
72	Wastewater Reclamation Capital	1,813,500.00	-8,477.48	-8,477.48	-0.47
73	Watershed Protection Capital NonDivisional				
	<i>Revenue</i>				
73-00-4610	Investment revenue	-5,000.00	-5,126.16	-5,126.16	102.52
73-00-4640	Proceeds from sale of capital	-300,000.00	0.00	0.00	0.00
	<i>Revenue</i>	<i>305,000.00</i>	<i>5,126.16</i>	<i>5,126.16</i>	<i>1.68</i>
	NonDivisional	-305,000.00	-5,126.16	-5,126.16	1.68
	Watershed Protection Capital Outlay				
73-23-7400	Improvement other than Bldgs	10,000.00	0.00	0.00	0.00
73-23-7520	Equipment	71,000.00	0.00	0.00	0.00
73-23-7600	Capital Improvement Projects	1,920,000.00	0.00	0.00	0.00
	<i>Capital Outlay</i>	<i>2,001,000.00</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
	Watershed Protection	2,001,000.00	0.00	0.00	0.00
73	Watershed Protection Capital	1,696,000.00	-5,126.16	-5,126.16	-0.30

General Ledger
Account Roll up



User: kelly
Printed: 8/10/2018 11:53:29 AM
Period 01 - 01
Fiscal Year 2019

Sort Level	Description	Budget	Beg Bal	Debits	Credits	End Bal
Fund Balance	Fund Balance					
3500	Fund balance	-11,411,844.00	-12,005,524.67	0.00	0.00	-12,005,524.67
Fund Balance	Fund Balance	-11,411,844.00	-12,005,524.67	0.00	0.00	-12,005,524.67
Revenue	Revenue					
4211	Water sales	-3,640,000.00	0.00	1,233.11	357,651.28	-356,418.17
4212	Water sales - CRW	-7,979,500.00	0.00	3,919.65	574,423.27	-570,503.62
4213	Watershed protection fees	-1,456,000.00	0.00	549.25	118,935.85	-118,386.60
4215	Penalties & late charges	-55,000.00	0.00	125.08	1,485.38	-1,360.30
4220	System development charges	-175,000.00	0.00	0.00	26,850.00	-26,850.00
4230	Contract services	-32,000.00	0.00	0.00	2,649.04	-2,649.04
4240	Service installations	-80,000.00	0.00	0.00	11,602.80	-11,602.80
4280	Rents & leases	-140,000.00	0.00	0.00	6,521.51	-6,521.51
4290	Other charges for services	-10,000.00	0.00	0.00	2,523.77	-2,523.77
4300	Grant Revenue	-250,000.00	0.00	0.00	0.00	0.00
4610	Investment revenue	-127,500.00	0.00	0.20	18,499.82	-18,499.62
4630	Miscellaneous revenues	-35,000.00	0.00	75.00	6,618.36	-6,543.36
4640	Proceeds from sale of capital	-1,800,000.00	0.00	0.00	0.00	0.00
4650	Proceeds from borrowing	-1,300,000.00	0.00	0.00	0.00	0.00
Revenue	Revenue	17,080,000.00	0.00	5,902.29	1,127,761.08	1,121,858.79
Expense	Expense					
5110	Regular employees	3,089,000.00	0.00	229,081.30	0.00	229,081.30
5120	Temporary/Seasonal employees	92,000.00	0.00	4,379.20	0.00	4,379.20
5130	Overtime	154,000.00	0.00	0.00	0.00	0.00
5210	Employee Ins-MDVSTDLTDLf	630,000.00	0.00	37,785.11	0.00	37,785.11
5230	Social Security	253,000.00	0.00	17,576.35	0.00	17,576.35
5240	Retirement	622,000.00	0.00	37,063.84	0.00	37,063.84
5250	Trimet	27,100.00	0.00	1,797.07	0.00	1,797.07
5260	Unemployment	36,500.00	0.00	0.00	0.00	0.00
5270	Workers compensation	40,100.00	0.00	43,072.03	0.00	43,072.03
5290	Other employee benefits	21,900.00	0.00	22.65	0.00	22.65
6110	Legal services	400,000.00	0.00	0.00	0.00	0.00
6120	Accounting & audit services	27,000.00	0.00	0.00	0.00	0.00
6150	Contract meter reading	0.00	0.00	1,824.12	0.00	1,824.12
6155	Contracted Services	378,800.00	0.00	18,602.50	0.00	18,602.50
6180	Dues & subscriptions	55,000.00	0.00	17,184.00	0.00	17,184.00

Sort Level	Description	Budget	Beg Bal	Debits	Credits	End Bal
6190	Other professional & tech svcs	0.00	0.00	1,092.42	0.00	1,092.42
6220	Electricity	307,000.00	0.00	3,787.01	0.00	3,787.01
6230	Telephone	76,000.00	0.00	1,257.13	0.00	1,257.13
6240	Natural gas	13,500.00	0.00	0.00	0.00	0.00
6250	Solid waste disposal	75,000.00	0.00	0.00	0.00	0.00
6290	Other utilities	20,500.00	0.00	7,235.88	0.00	7,235.88
6310	Janitorial services	41,500.00	0.00	35.00	0.00	35.00
6320	Buildings & grounds	46,000.00	0.00	131.32	0.00	131.32
6330	Vehicle & equipment maint.	61,500.00	0.00	3,740.69	0.00	3,740.69
6340	Distribution system maint	10,000.00	0.00	12,624.21	59.98	12,564.23
6342	Collection system maint.	274,000.00	0.00	4,891.56	0.00	4,891.56
6350	Computer maintenance	242,500.00	0.00	52,311.59	6,784.19	45,527.40
6390	Other repairs & maintenance	65,000.00	0.00	2,355.80	0.00	2,355.80
6410	Mileage	7,000.00	0.00	368.42	0.00	368.42
6420	Staff training	60,500.00	0.00	1,142.55	0.00	1,142.55
6430	Certifications	7,400.00	0.00	0.00	0.00	0.00
6440	Board travel & training	8,500.00	0.00	0.00	0.00	0.00
6510	Office supplies	52,000.00	0.00	328.05	0.00	328.05
6520	Fuel & oils	70,000.00	0.00	1,014.19	0.00	1,014.19
6525	Chemicals	25,000.00	0.00	0.00	0.00	0.00
6530	Small tools & equipment	50,200.00	0.00	0.00	0.00	0.00
6540	Safety supplies	37,600.00	0.00	2,520.31	0.00	2,520.31
6550	Operational Supplies	31,500.00	0.00	4,472.00	0.00	4,472.00
6560	Uniforms	27,500.00	0.00	1,497.19	0.00	1,497.19
6590	Other supplies	20,000.00	0.00	107.94	0.00	107.94
6610	Board compensation	3,200.00	0.00	225.00	0.00	225.00
6710	Purchased water	1,050,000.00	0.00	0.00	0.00	0.00
6720	Insurance	156,000.00	0.00	0.00	0.00	0.00
6730	Communications	123,000.00	0.00	1,055.29	0.00	1,055.29
6740	Advertising	1,000.00	0.00	0.00	0.00	0.00
6750	Other purchased services	11,000.00	0.00	0.00	0.00	0.00
6760	Equipment Rental	5,000.00	0.00	0.00	0.00	0.00
6770	Bank charges	80,000.00	0.00	11,780.73	0.00	11,780.73
6780	Taxes & fees	95,500.00	0.00	840.00	0.00	840.00
6900	Miscellaneous expense	1,100.00	0.00	0.00	0.00	0.00
6910	Cash overshort	0.00	0.00	20.00	0.00	20.00
7200	Infrastructure	1,350,000.00	0.00	6,491.43	0.00	6,491.43
7300	Buildings & improvements	1,513,500.00	0.00	0.00	0.00	0.00
7400	Improvement other than Bldgs	30,000.00	0.00	0.00	0.00	0.00
7520	Equipment	131,000.00	0.00	4,509.34	0.00	4,509.34
7540	Vehicles	63,000.00	0.00	351.80	0.00	351.80
7600	Capital Improvement Projects	3,940,000.00	0.00	0.00	0.00	0.00
Expense	Expense	16,009,400.00	0.00	534,575.02	6,844.17	527,730.85
Grand Total		12,482,444.00	12,005,524.67	540,477.31	1,134,605.25	12,599,652.61
Fund Balance Total		-11,411,844.00	-12,005,524.67	0.00	0.00	-12,005,524.67
Revenue Total		17,080,000.00	0.00	5,902.29	1,127,761.08	1,121,858.79
Expense Total		16,009,400.00	0.00	534,575.02	6,844.17	527,730.85



STAFF REPORT

To: Board of Directors
From: Kelly Stacey, Finance Director
Agenda Item: Checks for July 2018
Item No.: 3aiv
Date: August 21, 2018

Background

Auditors have requested formal approval of checks by the Board of Directors

Issue

The District needs formal authorization of July checks numbered 41277 through 41337, which include accounts payable and payroll checks as well as electronic withdrawals totaling \$416,601.32. Attached you will find a report showing all checks and electronic withdrawals for July 2018 (0 under check number signifies ACH). There was one voided check for the month.

Recommendations

It is recommended to the Board that checks numbered 41277 through 41337 and electronic withdrawals be formally approved by the Board.

Background

The District pays expenditures throughout the month.

Facts and Findings

The District auditors require the Board to formally approve monthly payments to conform to Generally Accepted Accounting Principles (GAAP).

Attachments

1. Accela Checks by Date July 2018

Bank Reconciliation

Checks by Date

User: kelly

Printed: 08/10/2018 - 12:32PM

Cleared and Not Cleared Checks

Print Void Checks

0	7/2/2018	Authorize.net	AP		21.00
0	7/2/2018	ETS Corporation	AP		38.34
0	7/3/2018	ETS Corporation	AP		450.00
0	7/3/2018	Check Commerce	AP		119.00
0	7/10/2018	TSYS	AP		7,408.36
0	7/11/2018	Wells Fargo Bank, N.A. (182)	AP		1,454.05
0	7/13/2018	July 15 PAYROLL Direct Deposit	PR		66,156.51
0	7/16/2018	Oregon Dept of Rev-Garn	AP		1,132.40
0	7/16/2018	VALIC c/o JP Morgan Chase	AP		8,940.00
0	7/16/2018	Nationwide Retirement Solutions	AP		4,775.00
0	7/16/2018	Oregon Department Of Revenue	AP		22,714.21
0	7/16/2018	IRS Dept of The Treasury	AP		80,381.02
0	7/31/2018	July 31 PAYROLL Direct Deposit	PR		74,812.82
41270	6/29/2018	Top Industrial Supply	AP	Void	59.98
41277	7/2/2018	ICMA Membership Renewals	AP		200.00
41278	7/2/2018	Mission Communications, LLC	AP		909.60
41279	7/2/2018	North Clackamas Chamber Of Commerce	AP		1,000.00
41280	7/2/2018	Oregon Deq	AP		840.00
41281	7/2/2018	Union Pacific Railroad Company	AP		7,100.59
41282	7/13/2018	July 15 PAYROLL	PR		2,119.56
41283	7/13/2018	July 15 PAYROLL	PR		936.31
41284	7/13/2018	July 15 PAYROLL	PR		426.80
41285	7/16/2018	Accela	AP		16,238.40
41286	7/16/2018	Ace Hardware #11075	AP		3.59
41287	7/16/2018	AFLAC	AP		1,300.36
41288	7/16/2018	AFSCME Council 75	AP		1,427.10
41289	7/16/2018	Alexin Analytical Laboratories	AP		510.00
41290	7/16/2018	American Backflow Services	AP		853.75
41291	7/16/2018	Apex Labs	AP		4,976.00
41292	7/16/2018	B&B Print Source	AP		112.06
41293	7/16/2018	BMS Technologies	AP		4,313.40
41294	7/16/2018	Clarissa Buchholz	AP		1,000.00
41295	7/16/2018	Cable Huston Benedict Et Al	AP		4,225.00
41296	7/16/2018	Century Link	AP		214.65
41297	7/16/2018	Cintas Corporation - 463	AP		179.08
41298	7/16/2018	City Of Gladstone	AP		73.33
41299	7/16/2018	City Of Milwaukie	AP		1,374.68
41300	7/16/2018	Clackamas Comm. Federal CU	AP		576.26
41301	7/16/2018	CNH Capital	AP		180.42
41302	7/16/2018	Coastal Farm & Home Supply	AP		633.95
41303	7/16/2018	Dr. Lance F. Harris D.C.	AP		180.00
41304	7/16/2018	Law Office of Eileen Eakins, LLC	AP		1,056.00
41305	7/16/2018	Esri, Inc.	AP		25,000.00
41306	7/16/2018	HealthEquity	AP		9,292.65
41307	7/16/2018	IntelliCorp	AP		125.00
41308	7/16/2018	Madison Biosolids, Inc.	AP		2,315.39
41309	7/16/2018	Rory Martin	AP		600.00
41310	7/16/2018	Metereaders, LLC	AP		3,008.32
41311	7/16/2018	Modern Machinery Inc.	AP		4,509.34
41312	7/16/2018	Net Assets Corporation	AP		625.00
41313	7/16/2018	OCCMA	AP		350.00
41314	7/16/2018	Olson Bros. Service, Inc.	AP		1,676.57
41315	7/16/2018	One Call Concepts, Inc.	AP		380.16
41316	7/16/2018	Oregon Deq	AP		280.00
41317	7/16/2018	Owen Equipment	AP		216.67

41318	7/16/2018	Kelly Stacey Petty Cash Custodian	AP	20.00
41320	7/16/2018	PlanB Consultancy	AP	5,030.00
41321	7/16/2018	Portland General Electric	AP	2,773.21
41322	7/16/2018	Portland Water Bureau	AP	15,984.00
41323	7/16/2018	Relay Resources	AP	4,730.79
41324	7/16/2018	Schoolyard Farms	AP	1,995.69
41325	7/16/2018	Timothy Sexton	AP	262.00
41326	7/16/2018	Tice Electric Company	AP	1,968.22
41327	7/16/2018	Tyler Technologies, Inc.	AP	10.00
41328	7/16/2018	Unifirst Corporation	AP	61.25
41329	7/16/2018	US Bank Equipment Finance	AP	220.00
41330	7/16/2018	W.C. Winks Hardware	AP	795.50
41331	7/16/2018	Waste Management Of Oregon	AP	2,894.31
41332	7/16/2018	Water Environment Services	AP	139.05
41333	7/16/2018	Xerox Corporation	AP	22.28
41334	7/31/2018	July 31 PAYROLL	PR	2,116.59
41335	7/31/2018	July 31 PAYROLL	PR	1,156.02
41336	7/31/2018	July 31 PAYROLL	PR	1,063.14
41337	7/31/2018	HDR Engineering, Inc.	AP	5,616.57

Total Void Check Count:	1
Total Void Check Amount:	59.98
Total Valid Check Count:	143
Total Valid Check Amount:	416,601.32
Total Check Count:	144
Total Check Amount:	416,661.30

BR-Checks by Date (8/10/2018 - 12:32 PM)



OAK LODGE WATER SERVICES
Minutes
Board of Directors – Regular Meeting 6:00 p.m.
July 17, 2018

Board of Directors - Members Present:

Nancy Gibson, President
Susan Keil, Vice President/Secretary
Lynn Fisher, Treasurer
Kevin Williams, Director
Paul Gornick, Director (after being sworn in),

Board of Directors - Members Absent:
none

Oak Lodge Water Services Staff Present:

Sarah Jo Chaplen, General Manager
Aleah Binkowski-Burk, Human Resources and Payroll Manager
Jason Rice, District Engineer
David Mendenhall, Plant Superintendent
Kelly Stacey, Finance Director
Todd Knapp, Field Operations Superintendent
Haakon Ogbeide, Associate Engineer
Tommy Brooks, District Counsel, Cable Huston LLP,

Visitors Present:

Eric Hofeld, Sunrise Water Authority
Jim Martin, Local Resident
Jane Civilett, Local Resident, Fairoaks
Peter Winter, Local Resident – second interview for the Board position,
Greg Radinovich, Local Resident – third interview for the Board position.

Regular Board of Directors Meeting

1. Call to Order and Flag Salute

Board President Nancy Gibson called the regular meeting to order at 6:03 p.m. and to honor the passing of staff member Trevor Lierman requested a moment of silence in lieu of the pledge of allegiance.

2. Call for Public Comment

There were no comments from the public.

3. Interviews for OLWS Board Vacancy

The Board interviewed three applicants for the vacant Board position and may or may not invite one applicant to join the OLWS Board for this evening's meeting. Board President Gibson started the interview process and interviews took place with the following three candidates in the following order: Greg Radinovich, Paul Gornick, and Peter Winter. Each interview was roughly 20 minutes with a list of set questions used by the sitting Board. At the end of the process, President Gibson commented on her gratitude to Paul Gornick for stepping up to apply for the Board position after his service on the Budget Committee. In

addition, President Gibson stated in regards to Peter Winter that she was glad to see a younger member of the public raising a family in the District and applying to be on the Board of Directors. She would entertain a motion for either one to be appointed to the Board.

Director Williams moved to appoint Paul Gornick to the OLWS Board of Directors. Secretary Keil seconded the motion.

Ayes: 4

Nays: None

Motion carried: 4-0

Paul Gornick was invited to join the OLWS Board of Directors. The other two members were invited to possibly join the Budget Committee and to become interested parties in the District. Paul accepted, and President Gibson followed the outlined steps to bring him onto the Board, including reading the oath of office. The oath states: "I, Paul Gornick, will support the constitution and the laws of the United States of America and of the State of Oregon and will well and faithfully perform the duties of the office of the Director of the Oak Lodge Water Services District to which I have been appointed." Director Gornick signed the official documents to become a Director.

4. Consent Agenda

a. June 2018 Financial Reports

i. Approval of June 2018 Check Run

ii. Approval of May 2018 Budget Report

b. June 6, 2018 Special Board Meeting Minutes

c. June 13, 2018 Special Board Meeting Minutes

d. June 18, 2018 Special Board Meeting Minutes

e. June 19, 2018 Board Meeting Minutes

Questions included: In the checks-by-date payment to staff for \$783 for reimbursement to a conference – is there a way to advance employees money if needed to cover costs for a higher expense? Finance Director Kelly Stacey mentioned the pending OLWS Travel Policy with a possibility of a per diem along with an expense reconciliation was a possibility. What does the payment description "Flex Expense Section 125" refer to? Staff responded it's where money is taken out every month and can be reimbursed in case of medical expenses. For what is the check for \$7,500 to Ecology in Classrooms and Outdoors? Staff response it is for outreach and education programming reimbursement for the entire FY 2017-18. What are the General Ledger utility costs so high for telephone and natural gas utilities? Staff response the phone overage related to the new budget and the combined costs of the new system. The natural gas charge may have been a combined allocation. The janitorial costs are higher because of the change in contractors from water to sewer based on an updated QRF within state regulations and state approved rates. Would it be possible to get a financial snapshot of combined expenses in the accounts, across departments without breakouts, for example what is our total expense for legal, maintenance, etc. Staff will follow up to create that financial report.

Secretary Keil moved to approve the consent agenda. Treasurer Fisher seconded the motion.

Ayes: 5

Nays: None

Motion carried: 5-0

5. Resolution 18-08 to Amend and Restate the Intergovernmental Agreement for the North Clackamas County Water Commission with Sunrise Water Authority, Oak Lodge Water Services District and City of Gladstone (Commission Approved Version 06-28-2018).

General Manager Chaplen presented Resolution 18-08 to the Board, amending and restating the Intergovernmental Agreement (IGA) for the North Clackamas County Water Commission (NCCWC) with Sunrise Water Authority, OLWS, and City of Gladstone. The goal is to provide enough structure for the commitment while allowing appropriate flexibility to stand the test of time. Board President Gibson reflected that the NCCWC Board recommended this IGA because it should allow organizations to meet their obligations to each other while still providing mutual benefit.

Director Williams moved to adopt Resolution 18-08 in the matter of amending and restating the District's North Clackamas County Water Commission's Intergovernmental Agreement and to approve the Board President to sign the amended and restated Intergovernmental Agreement itself. Treasurer Fisher seconded the motion.

Ayes: 5

Nays: None

Motion carried: 5-0

Discussion: President Gibson suggested a celebration upon completing the IGA. Director Williams shared the challenge around trust historically with regards to the relationship with City of Gladstone and it is shifting towards the positive. At the next meeting in September the decision needs to be made whether to change from three to two OLWS representative members on the NCCWC. The OLWS Board provided consensus that after the IGA has been signed, Kevin Williams and Nancy Gibson will be the NCCWC representatives with Paul Gornick as an alternate.

6. Water Quality Services – Next Steps Discussion

District Engineer Jason Rice led the Board in a discussion about next steps for the OLWS Water Quality Program. The Budget contains a project to develop a Storm Water Maintenance (SWM) Master Plan split between this Fiscal Year and next, and we will develop a System Development Charge. Leading up to these goals, the District must determine its role concerning water quality management and quality/quantity and our relationship with Clackamas County's Department of Transportation and Development (DTD). For example, should OLWS be responsible for sweeping the streets? Another example would be when OLWS requires developers to install storm water catchment systems with new development and then asks owners to maintain those systems – we could charge an appropriate fee within the structure of Equivalent Service Units (ESUs) and maintain those systems if that is something the Board and Public wanted. He would like to

hear from the Board and a variety of public groups including HOAs and larger community developments before putting together the Request for Qualifications (RFQ) for the SWM Master Plan.

The Board discussed the issue, and comments included: make sure we get comments from many different types of people, not just those interested in municipal storm water management systems; figure out how to get larger numbers of people and of varied ages and backgrounds; go to the meetings of a wide variety of groups like Rotary, church groups, the Elks, etc. There was a suggestion to gain information through the appreciative inquiry mode – get suggestions through requesting what folks already appreciate and ask what else we could do to invite more appreciation in our communities. Another comment requested a Board retreat to discuss what OLWS might want to provide in terms of service levels around storm water. The question about how much the District should take on when it is outside our current responsibility, with the example of cleaning out River Forest Lake. Suggestion to make sure we clarify current responsibilities around street maintenance, storm water management, etc., and if we take on the responsibility we incur the cost. The reminder that OLWS does not own the water conveyance system even though we protect the quality of the water within the County's conveyance system. The example of street sweeping might make sense because more frequent street sweeping would make catchment basin cleaning less needed and improve water quality. At this point DTD has the funding mechanism of the gas tax for maintaining streets and the storm water conveyance system. OLWS would have to fund a shift in who owns and maintains the system.

General Manager Chaplen asked if the Board would like some public outreach to help inform a Board retreat or if they would prefer to conduct the retreat first to decide what to offer the public. Conducting outreach after the retreat would allow the public to comment on what the Board decided at the retreat, and then we could add that level of service to the Master Plan RFQ.

The Board asked for the information on how much money we would need to request from the County (gas tax, pending vehicle registration fees, etc.) to take over a portion of the storm water infrastructure management; as well as what we and the County are both responsible for. Then we would be able to ask the County for the appropriate amount of money, in addition to the amount of money the District would charge for the SWM Fee. The challenge is that the County has a fundamentally different idea of how SWM management is accomplished (ADA, impervious surface, treatment of water flow, etc.), as does City of Milwaukie and every other co-permittee on the shared MS4 Permit. The question for our public comes down to what the District's appropriate level of service should be.

The Board would like to have the retreat first to build a series of questions to inform public outreach. The Board also would like information sharing about what is the current level of service under the MS4 Permit, and what is the current level of service that the County provides for the District and for what costs.

The Board emphasized use of the term “Watershed Protection Fee” or “surface water” and encouraged consistency – not using “storm water” management or that we are responsible for flood management.

There was a final question from the Board about who is responsible for cleaning catch basins. Staff responded OLWS is responsible for cleaning catch basins, and the County is responsible for street sweeping and maintaining the streets, which OLWS took over during the recession when the County did not have the resources.

7. Department Reports

- **Finance Report:**

Finance Director Kelly Stacey updated the Board that we are at the beginning of the year-end reconciliation process. She’s converting the NCCWC and the Clackamas River Water Providers to Accela this week, transferring directly. Her team is cleaning and organizing the office and updating the filing structure. She is updating the finance policies and is focused on the Capital Asset List for upload into Accela and review by the Board in August.

- **Field Operations Report:**

Field Operations Superintendent Todd Knapp commented on Trevor’s passing and noted that he will be sorely missed. This year has brought many starts, stops, turnovers and retirements with regards to staff, which has affected the amount of cleaning and maintenance the crew has been able to accomplish. He updated the Board on numbers concerning catch basin cleaning and suggested that there might be the need for another staff hire to make sure all the lines can be cleaned in a timely fashion. He is excited to be working with Jason and the new employee Haakon to begin the Capital Improvement Program projects for the Collections department. This includes vehicle upgrades, which he looks forward to. Since they are only at 75% of their cleaning goal at year end, they will have an increased goal per month for the start of the next year. They are bringing on two people and will hopefully be catching up to their goals. General Manager Chaplen commended Todd on his work bringing together the two teams and keeping up with as much of the work as possible. The Board reiterated their thanks and expressed their sadness about losing Trevor.

- **Plant Operations Report:**

Plant Superintendent David Mendenhall highlighted the good water quality in June, especially near the end of the month, and hopes to continue that trend. He continues the push on reducing solids stating that there is too much of a solids population for the load that is coming in, with a goal of having the existing solids be “hungry.” Recently staff discovered stalked ciliates (*Vorticella* sp.) under the microscope, a microorganism that indicates stable and mature bacterial clusters and healthy sludge. Rainfall indicates a very dry spring, which lowers flow. The flow levels allowed a clarifier to be taken offline for cleaning and maintenance, and there is a second clarifier that needs to be looked at. He appreciated receiving cross training for the collections team. He noted a reduction in the service contract by \$6,700 through a close survey of needs. The new mechanic starts on Thursday, which is exciting.

- **Technical Services Report:**

District Engineer Jason Rice introduced the new project manager Haakon Ogbeide, who pronounced his last name for the Board. They welcomed him. Jason presented the new spreadsheet of projects, which will be updated regularly for the Board packet. The Boardman project is in process but got off to a slow start. Jason is pushing them to get back on schedule to avoid contract charges. The Board asked about permits and the Army Corps of Engineers and staff responded that everything is in place and that it is a difficult project, but he expects it to be on track soon.

8. Call for Public Comment

Jane Civiletti suggested making sure to offer food to attract participants in public meetings. Eric Hofield supported the Board's idea to meet concerning storm water before holding public meetings to be ready to respond to public requests concerning storm water.

9. Business from the Board

Director Paul Gornick will be attending the North Clackamas County Water Commission (NCCWC) meetings and will report back next meeting.

Treasurer Fisher went to the Oak Grove Community Council meeting on and heard a variety of topics. A new local business owner, Josephine Ell from Green River Radio presented her music therapy business and her goal of community involvement. Oak Lodge Community Emergency Response Team presented their goal of emergency preparedness. Jane Civiletti presented her group Clackamas County 350, an organization committed to lowering CO₂ (Carbon Dioxide) in the County from neighborhood levels of 411. One way to achieve this is by stopping the cutting down of trees. The Land Use Application Review Team (LIUART) presented current development activity. Mike Schmeier, local resident and historian, presented a historical overview of the Concord School property starting in 1854 and moving through the history of the entire Concord complex.

Vice President Keil will be attended the C4 Retreat on the afternoon of June 29 and all day on June 30. The first evening got off to a slow start because of the Board's critique of the survey put together by staff to inform the retreat. Response to the survey was low and not representative. There was an overrepresentation of responses from Special Districts and underrepresentation by Cities. The retreat concerned transportation priorities throughout Clackamas County, with a focus on road right-of-way maintenance and runoff (first), regular resurfacing of roads (two), and safety for all (three) in order of focus. OLWS focus on runoff is timely. The Region I Oregon Department of Transportation representative Brian Windscheimer presented the large I-205 widening/seismic improvement project and information about value pricing (tolling). There will be a final listening session as part of the Oregon Transportation Commission (OTC) August 16 & 17th meeting and at their November 16th meeting the OTC will be presented with a draft proposal to be approved for submittal to Federal Highways. The plan for congestion pricing is due to Federal Highways by December 31st. Sue shared information on the transit priorities discussion with few points for Oak Lodge; and Tualatin's 20 million-dollar GeoBond measure for congestion relief, neighborhood safety and safe access to schools, with a 10-year payback and 3-5 years for project completion. There was a discussion on transportation regional investment measures, which concerns vehicle registration to go onto the ballot in May of 2020. Barney

and Worth is doing the public outreach which is standard and comprehensive in nature. Unmet transportation needs might be covered in part by a vehicle registration fee and would allow for a local control over a portion of a "reserve" fund, but the idea did not receive enough votes for approval. There was only 5 minutes on the homeless conversation. She noted the discussion was very similar (identical to) last year. She suggested other Board members attending in the future as well.

Director Williams reported to the group about Jennings Lodge CPO. The first item last month was a table top exercise to identify local transportation projects in order to pass the findings along to C4 to organize requests for Metropolitan Transportation Improvement Program (MTIP) funds with Metro. The CPO chairs throughout the county have been meeting to report to the Board of County Commissioners (BCC) weaknesses or code enforcement issues throughout the county. Only one land use development application came in this month for the Adventist Community Church. The Jennings Lodge CPO community picnic on Tuesday, July 24th from 5:30 – 8:30 p.m., bring items to grill and food to share. The Lenare property will only receive \$200,000, which is not enough to save the chapel or move it. The Happy Valley Parks and Recreation District still is in the North Clackamas County Parks and Recreation District until further notice. Treasurer Fisher shared information on the NCPRD Budget being passed without Happy Valley and then renegotiated with them back in the Budget. Probably the entire District will have to vote to recommend to the BCC a boundary change in their parks situation. There is a large gap in value in what Happy Valley would like from NCPRD. Director Williams let people know about music at 6:30 p.m. to start off the Jennings Lodge CPO meetings in order to get more interest in coming to the meetings.

Director Gibson shared her last meeting was for the NCCWC meeting, at which they voted on the IGA that the District reviewed tonight. She could not attend the Executive Committee meeting because of traffic and has no further information. She encouraged people to attend the Jennings Lodge CPO picnic.

The Board assigned a new liaison to the Sunrise Water Authority – Lynn Fisher is the alternate, but he attends the Oak Grove Community Council (OGCC) which conflicts with the timing of the meetings; President Gibson asked Director Paul Gornick to become the liaison for this group, Director Gornick agreed to attend their board meetings and report back to OLWS. They meet on the fourth Wednesday of the month at 6 p.m. at Sunrise Water Authority's office off 122nd in the back building through the gate.

10. Adjourn Regular Meeting

President Nancy Gibson adjourned the regular meeting at 8:47 p.m.

Respectfully submitted,

Nancy Gibson
President, Board of Directors

Susan Keil
Secretary, Board of Directors

Date: _____

Date: _____

OAK LODGE
WATER SERVICES
STAFF REPORT

To: Board of Directors
From: Jason Rice, District Engineer
Agenda Item: Grant Transfer to North Clackamas Parks and Recreation District
Item No.: 5
Date: August 21, 2018

Action Requested

History

March 20, 2018 The Board authorized signature of a Purchase and Sale Agreement for the Boardman Properties with North Clackamas Parks and Recreation District.

June 29, 2016 Oak Lodge Sanitary District and Metro entered into an Intergovernmental Agreement which laid out the terms of accepting a Nature-In-Neighborhoods Grant for the Boardman Wetland Complex Project.

Background

In 2015, Oak Lodge Sanitary District (OLSD) identified the Boardman Wetland Complex as its highest priority Watershed Management Project. To assist in its funding the District applied for, and was awarded, a Metro Nature-in-Neighborhoods (NIN) Grant in the sum of \$362,012.

From here, the District advanced the project by negotiating the purchase of property for the project. In pursuit of the main wetland property, the property owner negotiated with OLSD to also purchase two residential lots on SE Addie Street to obtain the main wetland property. At this point in time, these two lots seemed to satisfy the District's need for a site entrance and District bought the three properties.

Later, during the design of the first phase of the Boardman Wetland Complex, staff identified that its needs could be met on one of the residential lots. With the southern lots structures being more dilapidated, the site seems logical to design the entrance and parking on. At this point in time, staff expressed its intentions to NCPRD to sell the northern lot on the open housing market to reimburse the Watershed Protection Fund the amount it purchased the lot for. NCPRD responded with its interest in potentially

buying the lot from OLWSD to build a nature playground and on March 20, 2018 the District memorialized its support by signing a Purchase and Sale Agreement with NCPRD for the project properties. The signing of this document also allowed for NCPRD to apply for an Oregon State Parks (OSP) Grant as a future owner of the property. However, before the District can transfer the land to NCPRD, so NCPRD can then accept the OSP Grant, Metro needs OLWSD to pass the NIN grant off to NCPRD so that they know the land they helped pay for is held as park land indefinitely. Since NCPRD will soon own the land, Metro wants their agreement updated to reflect the change in ownership.

Work Load Impacts

Staff will continue to prepare reimbursements for the NIN Grant as it spends money on the project. These reimbursements will only now be submitted and collected by NCPRD and then passed through to OLWSD for reimbursement.

Suggested Board Motion

“I move to approve transfer of the Metro Nature-In-Neighborhood Grant to North Clackamas Parks and Recreation District by approving the General Manager to sign the Assignment of Intergovernmental Agreement prepared by Metro.”

Attachments

1. Assignment of Intergovernmental Agreement

ASSIGNMENT OF INTERGOVERNMENTAL AGREEMENT

This ASSIGNMENT OF INTERGOVERNMENTAL AGREEMENT (“Assignment”) is entered into as of the ____ day of _____, 2018, by and between **Oak Lodge Water Services District** (“Assignor”) and **North Clackamas Parks and Recreation District** (“Assignee”).

RECITALS

A. Oak Lodge Sanitary District (predecessor-in-interest to Assignor) and Metro entered into an Intergovernmental Agreement, dated June 29, 2016 (“Agreement”), concerning the terms of a capital grant from Metro to Assignor.

B. In accordance with the Agreement, Assignor acquired real property located at 4768 SE Boardman Avenue, Milwaukie, Oregon, legally described on the attached Exhibit A (the “Property”) and granted Metro a Conservation Easement encumbering the Property, which recorded November 2, 2017, as Document No. 2017-075041, in the official records of Clackamas County.

C. Assignor desires to convey the Property to Assignee, and in connection with the conveyance, to assign and transfer to Assignee all of Assignor’s rights, obligations, title, and interest in the Agreement. The Agreement is attached as Exhibit B to this Assignment.

D. Assignee desires to accept such assignment and to assume and perform all of Assignor’s covenants and obligations in and under the Agreement from and after the Effective Date of this Assignment (as defined in Section 1, below).

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Effective as of the date that Assignor conveys the Property to Assignee (the “Effective Date”), Assignor assigns and transfers to Assignee all of Assignor’s rights, obligations, title and interest in the Agreement. Assignor will defend, indemnify and hold harmless Assignee from and against any and all claims asserted against or incurred by Assignee as a result of any acts or omissions prior to the Effective Date in connection with the Agreement.

2. As of the Effective Date, Assignee accepts the assignment of the Agreement, and expressly assumes and covenants to keep, perform, fulfill and discharge all of the terms, covenants, conditions and obligations required to be kept, performed, fulfilled and discharged by Assignor under the Agreement from and after the Effective Date. Assignee will defend, indemnify and hold harmless Assignor from and against any and all claims asserted against or incurred by Assignor as a result of any acts or omissions from and after Effective Date in connection with Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the day and year first above written.

ASSIGNOR

Oak Lodge Water Services District

By: _____

Name: _____

Its: _____

ASSIGNEE

North Clackamas Parks and Recreation District

By: _____

Name: _____

Its: _____

ACKNOWLEDGED CONSENT TO ASSIGNMENT:

Metro

By: _____

Name: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Clackamas, State of Oregon, described as follows:

The North one-half of Lots 73 and 74, JENNINGS LODGE, in the County of Clackamas and State of Oregon, the line cutting off Lots 73 and 74 into Northerly and Southerly one-halves, being described as follows:

The West end of said division line shall be a point on the West line of said Lot 73 and the East line of Lot 68, JENNINGS LODGE, midway between the Northwest corner and the Southwest corner of said Lot 73, the East end of said division line shall be a point on the line between Lots 74 and 75, JENNINGS LODGE, midway between the Northeast corner and the Southeast corner of said Lot 74, EXCEPTING from said North one-half that part thereof conveyed to Moody J. Schwietert and Verlena P. Schwietert, his wife, by Deed recorded January 14, 1949 in Book 415, page 648, described as follows:

Beginning at an iron pipe set for the most Northerly corner of Lot 74; and thence along the Northeasterly boundary thereof South 45°20' East 295.5 feet to an iron pipe; thence South 64°19'30" West 170.4 feet to a point in the center of a drainage ditch, from which point an iron pipe bears North 64°19' East 5.0 feet; thence along the center of said ditch North 56°02'30" West 322.6 feet to a point on the Northwesterly boundary of Lots 73 and 74, aforesaid; from which an iron pipe bears North 64°19'30" East 5.0 feet; thence along said Northwesterly boundary North 64°19'30" East 234.0 feet to the place of beginning.

INTERGOVERNMENTAL AGREEMENT

Contract No. 934170

Project: Natural Areas Capital Grants Program

INTERGOVERNMENTAL AGREEMENT Natural Areas Bond Measure Capital Grant Award

This Intergovernmental Agreement (this “Agreement”), entered into under the provisions of ORS chapter 190 and effective on the date the Agreement is fully executed (the “Effective Date”), is by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and the Oak Lodge Sanitary District, located at 14611 SE River Road, Oak Grove, Oregon 97267 (“Grant Recipient”).

RECITALS

WHEREAS, the electors of Metro approved Ballot Measure 26-80 on November 7, 2006, authorizing Metro to issue \$227.4 million in bonds to preserve natural areas, clean water, and protect fish and wildlife (the “Measure”);

WHEREAS, the Measure allocated \$15 million from bond proceeds to the Nature in Neighborhoods Capital Grants Program to complement the regional and local share portions of the Measure by providing opportunities for the community to actively protect fish and wildlife habitat and water quality in areas where people live and work;

WHEREAS, Metro has determined to make a grant award to Grant Recipient to fund the Boardman Wetland Complex project (the “Project”) as more specifically identified within the Scope of Work attached hereto as Exhibit A (the “Work”);

WHEREAS, the Grant Recipient will become the owner of the property that constitutes the Project, which property is more specifically identified in Exhibit A (the “Property”);

WHEREAS, this Agreement between Metro and Grant Recipient is now needed to satisfy the terms and conditions of the Nature in Neighborhoods Capital Grants Program as provided for in the Measure; and

INTERGOVERNMENTAL AGREEMENT

Contract No. 934170

WHEREAS, except as specifically provided in this Agreement, including the scope of work attached hereto as Exhibit A, and otherwise notwithstanding any statements or inferences to the contrary, Metro neither intends nor accepts any (1) direct involvement in the Project (2) sponsorship benefits or supervisory responsibility with respect to the Project; or (3) ownership or responsibility for care and custody of the tangible products which result from the Project;

NOW THEREFORE, the parties agree as follows:

1. Purpose; Scope of Work; Limitations

The purpose of this Agreement is to implement the Measure and facilitate the funding of a Nature in Neighborhoods Capital Grants Program project. Grant Recipient shall perform all activities described in the Scope of Work attached hereto as Exhibit A (the “Work”). As a condition precedent to Metro’s agreement to fund the Project, Grant Recipient hereby approves the Project and agrees to comply with the terms and conditions of this Agreement and the applicable provisions of the Measure. At no time will Metro have any supervisory responsibility regarding any aspect of the Work. Any indirect or direct involvement by Metro in the Work shall not be construed or interpreted by Grant Recipient as Metro’s assumption of a supervisory role.

2. Declaration of Capital Project

In accordance with the Measure, Metro may only provide funds to Grant Recipient for the Project so long as such funds are exclusively used for capital expenses. Grant Recipient hereby confirms that the Project will result in the creation of a capital asset to be owned by Grant Recipient. The monetary value of the Project that is recorded as a capital asset shall be no less than the amount of the grant award that is actually provided to the Grant Recipient. Until June 30, 2027 or the date upon which all Bond debt related to Project is retired, whichever occurs earlier, Grant Recipient covenants that it will (a) own and hold all such capital improvements and real property interests acquired pursuant to this Agreement, and (b) record the asset created by the Project as a fixed, capital asset in Grant Recipient’s audited

INTERGOVERNMENTAL AGREEMENT

Contract No. 934170

financial statement, consistent with Generally Accepted Accounting Principles (“GAAP”) and with Grant Recipient’s financial bookkeeping of other similar assets.

3. Contract Sum and Terms of Payment

Metro shall compensate Grant Recipient for performance of the Work as described in Exhibit A. Metro shall not be responsible for payment of any materials, expenses or costs other than those that are specifically described in Exhibit A.

4. Limitations on Use of the Capital Asset That Results from the Project

Throughout the term of this Agreement, Grant Recipient shall maintain and operate the capital asset that results from the Project in a manner consistent with one or more of the following intended and stated purposes of the Measure (the “Nature in Neighborhood Approved Purposes”):

- To safeguard water quality in local rivers and streams;
- To protect and enhance fish and wildlife habitats;
- To promote partnerships that protect and enhance nature in neighborhoods; and
- To increase the presence of ecological systems and plant and animal communities in nature deficient and other disadvantaged neighborhoods;

Grant Recipient may not sell, use, or authorize others to use such capital asset in a manner inconsistent with such purposes.

Notwithstanding the foregoing, secondary uses that arise as a result of such capital asset being used primarily in accordance with the Nature in Neighborhood Approved Purposes will be permitted, but only to the extent such secondary uses affect a *de minimis* portion of such capital asset or are necessary in order to facilitate the primary Nature in Neighborhood Approved Purposes. For example, if, as part of a land use review proceeding initiated to obtain the necessary approvals to operate such capital asset consistent with the Nature in Neighborhood Approved Purposes, a portion of such capital asset was required to be dedicated as a road, such road dedication would be a permitted secondary use.

INTERGOVERNMENTAL AGREEMENT

Contract No. 934170

If the Work is the acquisition of real property, then Grant Recipient shall satisfy the requirements in this section of the Agreement by granting to Metro a conservation easement substantially comparable to the form of conservation easement approved by the Metro Council at the time the Metro Council approved the grant award to Grant Recipient.

5. Funding Recognition

Grant Recipient shall recognize in any publications, media presentations, or other presentations referencing the Project produced by or at the direction of Grant Recipient, including, without limitation, any on-site signage, that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program. Such recognition shall comply with the recognition guidelines detailed in the Measure. The Grant Recipient shall place at or near the Project's location signage that communicates that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program.

6. Term

It is the intent of the parties for the Project to have been completed, and for all Metro funding to have been provided to Grant Recipient prior to November 1, 2018. Notwithstanding the forgoing, all provisions set forth in this Agreement, and the obligations of Grant Recipient hereunder, shall continue in effect after the completion of the Project until June 30, 2027.

7. Termination for Cause

A. Subject to the notice provisions set forth in Section 7.B below, Metro may terminate this Agreement, in full or in part, at any time during the term of the Agreement if Metro reasonably determines that Grant Recipient has failed to comply with any provision of this Agreement and is therefore in default.

B. Prior to terminating this Agreement in accordance with Section 7.A above, Metro shall provide Grant Recipient with written notice that describes the reason(s) that Metro has concluded that Grant Recipient is in default and includes a description of the steps that Grant Recipient shall take to cure the default. From the date that such notice of default is

INTERGOVERNMENTAL AGREEMENT

Contract No. 934170

received by Grant Recipient, Grant Recipient shall have 30 days to cure the default. If the default is of such a nature that it cannot reasonably be cured within 30 days, Grant Recipient shall have such additional time as required to cure the default, as long as it is acting in a reasonable manner and in good faith to cure the default. In the event Grant Recipient does not cure the default within the 30-day period, Metro may terminate all or any part of this Agreement, effective on any date that Metro chooses following the 30-day period. Metro shall notify Grant Recipient in writing of the effective date of the termination.

C. Grant Recipient shall be liable to Metro for all reasonable costs and damages incurred by Metro as a result of and in documentation of the default. Following such termination, should Metro later determine or a court find that Grant Recipient was not in default or that the default was excusable (e.g. due to a labor strike, fire, flood, or other event that was not the fault of, or was beyond the control of, Grant Recipient) this Agreement shall be reinstated or the parties may agree to treat the termination as a joint termination for convenience whereby the rights of Grant Recipient shall be as set forth below in Section 8.

8. Joint Termination for Convenience

Metro and Grant Recipient may jointly terminate all or part of this Agreement based upon a determination that such action is in the public interest. Termination under this provision shall be effective only upon the mutual, written termination agreement signed by both Metro and Grant Recipient.

9. Oregon Constitution and Tax Exempt Bond Covenants

Grant Recipient acknowledges that Metro's source of funds for the Nature in Neighborhoods Capital Grants Program is from the sale of voter-approved general obligation bonds that are to be repaid using ad valorem property taxes exempt from the limitations of Article XI, sections 11, 11b, 11c, 11d, and 11e of the Oregon Constitution, and that the interest paid by Metro to bond holders is currently exempt from federal and Oregon income taxes. Grant Recipient covenants that it will take no actions that would cause Metro not to be able to maintain the current status of the real property taxes imposed to repay these bonds as exempt from Oregon's constitutional property tax limitations or the income tax exempt status of the

INTERGOVERNMENTAL AGREEMENT

Contract No. 934170

bond interest under IRS rules. In the event Grant Recipient breaches this covenant, Grant Recipient shall undertake whatever remedies are necessary to cure the default and to compensate Metro for any loss it may suffer as a result thereof, including, without limitation, reimbursing Metro for any Projects funded under this Agreement that resulted in Grant Recipient's breach of its covenant described in this Section.

10. Liability and Indemnification

As between Metro and Grant Recipient, Grant Recipient assumes full responsibility for the performance and content of the Work; provided, however, that this provision is not intended to, and does not, create any rights by third parties. To the extent permitted by Oregon law, and subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30, and the Oregon Constitution, Grant Recipient shall indemnify, defend, and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with the performance of this Agreement by Grant Recipient or Grant Recipient's officers, agents, or employees. Grant Recipient is solely responsible for paying Grant Recipient's contractors and subcontractors. Nothing in this Agreement shall create any contractual relationship between Metro and any such contractor or subcontractor.

11. Contractors' Insurance

A. Grant Recipient shall require all contractors performing any of the Work to purchase and maintain at each contractor's expense, the following types of insurance covering the contractor, its employees and agents:

1. Commercial general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage. Grant Recipient and Metro, and their elected officials, departments, employees and agents, shall be named as additional insureds.

2. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. Grant Recipient and

INTERGOVERNMENTAL AGREEMENT

Contract No. 934170

Metro, and their elected officials, departments, employees, and agents, shall be named as additional insureds. Notice of any material change or policy cancellation shall be provided to Grant Recipient thirty (30) days prior to the change.

B. This insurance required by Grant Recipient, as well as all workers' compensation coverage for compliance with ORS 656.017, must cover all contractors' operations under this Agreement, whether such operations are by a contractor, by any subcontractor, or by anyone directly or indirectly employed by any contractor or subcontractor.

C. Grant Recipient shall require all contractors performing any of the Work to provide Grant Recipient with a certificate of insurance complying with this section and naming Grant Recipient and Metro as additional insureds within fifteen (15) days of execution of a contract between Grant Recipient and any contractor or twenty-four (24) hours before services such contract commence, whichever date is earlier.

D. In lieu of the insurance requirements in Sections 11.A through 11.D, above, Grant Recipient may accept evidence of a self-insurance program from any contractor. Such contractor shall name Grant Recipient and Metro as additional insureds within fifteen (15) days of execution of a contract between Grant Recipient and any contractor or twenty-four (24) hours before services such contract commence, whichever date is earlier.

12. Safety

Grant Recipient shall take all necessary precautions for the safety of employees, volunteers and others in the vicinity of the Work and the Project, and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

13. Metro's Right to Withhold Payments

Metro shall have the right to withhold from payments due Grant Recipient such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage or claim which may result from Grant Recipient's performance or failure to perform under this Agreement or the failure of Grant Recipient to make proper payment to any suppliers, contractors or subcontractors. All sums withheld by Metro under this Section shall become the property of

INTERGOVERNMENTAL AGREEMENT

Contract No. 934170

Metro and Grant Recipient shall have no right to such sums to the extent that Grant Recipient has breached this Agreement.

14. Project Records, Audits, and Inspections

A. For the term of this Agreement, Grant Recipient shall maintain comprehensive records and documentation relating to the Project and Grant Recipient's performance of this Agreement (hereinafter "Project Records"). Project Records shall include all records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models, that are prepared or developed in connection with any Project.

B. In accordance with Section 2 above, Grant Recipient shall maintain all fiscal Project Records in accordance with GAAP. In addition, Grant Recipient shall maintain any other records necessary to clearly document:

(i) Grant Recipient's performance of its obligations under this Agreement, its compliance with fair contracting and employment programs, and its compliance with Oregon law on the payment of wages and accelerated payment provisions;

(ii) Any claims arising from or relating to (a) Grant Recipient's performance of this Agreement, or (b) any other contract entered into by Grant Recipient that relates to this Agreement or the Project;

(iii) Any cost and pricing data relating to this Agreement; and

(iv) Payments made to all suppliers, contractors, and subcontractors engaged in any work for Grant Recipient related to this Agreement or the Project.

C. Grant Recipient shall maintain Project Records for the longer period of either (a) six years from the date the Project is completed, or (b) until the conclusion of any audit, controversy, or litigation that arises out of or is related to this Agreement or the Project and that commences within six years from the date the Project is completed.

D. Grant Recipient shall make Project Records available to Metro and its authorized representatives, including, without limitation, the staff of any Metro department and the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places, regardless of

INTERGOVERNMENTAL AGREEMENT

Contract No. 934170

whether litigation has been filed on any claims. If the Project Records are not made available within the boundaries of Metro, Grant Recipient agrees to bear all of the costs incurred by Metro to send its employees, agents, or consultants outside the region to examine, audit, inspect, or copy such records, including, without limitation, the expense of travel, per diem sums, and salary. Such costs paid by Grant Recipient to Metro pursuant to this Section shall not be recoverable costs in any legal proceeding.

E. Grant Recipient authorizes and permits Metro and its authorized representatives, including, without limitation, the staff of any Metro department and the Metro Auditor, to inspect, examine, copy, and audit the books and Project Records of Grant Recipient, including tax returns, financial statements, other financial documents relating to this Agreement or the Project. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provision of Section 12(F) below.

F. Grant Recipient agrees to disclose Project Records requested by Metro and agrees to the admission of such records as evidence in any proceeding between Metro and Grant Recipient, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

G. In the event the Project Records establish that Grant Recipient owes Metro any sum of money or that any portion of any claim made by Grant Recipient against Metro is not warranted, Grant Recipient shall pay all costs incurred by Metro in conducting the audit and inspection.

15. Public Records

All Project Records shall be public records subject to the Oregon Public Records Law, ORS 192.410 to 192.505. Nothing in this Section shall be construed as limiting Grant Recipient's ability to consider real property transactions in executive session pursuant to ORS 192.660(1)(e) or as requiring disclosure of records that are otherwise exempt from disclosure pursuant to the Public Records Law (ORS 192.410 to 192.505) or Public Meetings Law (ORS 192.610 to 192.690).

INTERGOVERNMENTAL AGREEMENT

Contract No. 934170

16. Law of Oregon; Public Contracting Provisions

The laws of the state of Oregon shall govern this Agreement and the parties agree to submit to the jurisdiction of the courts of the state of Oregon. All applicable provisions of ORS chapters 187, 279A, 279B, and 279C, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, are hereby incorporated as if such provisions were a part of this Agreement. Specifically, it is a condition of this Agreement that Grant Recipient and all employers working under this Agreement are subject to and will comply with ORS 656.017 and that, for public works subject to ORS 279C.800 to 279C.870 pertaining to the payment of prevailing wages as regulated by the Oregon Bureau of Labor and Industries, Grant Recipient and every contractor and subcontractor shall comply with all such provisions, including ORS 279C.836 by filing a public works bond with the Construction Contractors Board before starting work on the project, unless exempt under that statute.

17. Notices and Parties' Representatives

Any notices permitted or required by this Agreement shall be addressed to the other party's representative(s) as set forth below and shall be deemed received (a) on the date they are personally delivered, (b) on the date they are sent via facsimile, or (c) on the third day after they are deposited in the United States mail, postage fully prepaid, by certified mail return receipt requested. Either party may change its representative(s) and the contact information for its representative(s) by providing notice in compliance with this Section of this Agreement.

INTERGOVERNMENTAL AGREEMENT

Contract No. 934170

Grant Recipient's Designated Representatives:

Jason Rice
Oak Lodge Sanitary District
14611 SE River Road
Oak Grove, Oregon 97267
jlrice@olsd.net

Metro's Designated Representatives:

Natural Areas Bond Program Manager
Metro Regional Center
600 N.E. Grand Ave.
Portland, OR 97223

with copy to:

Metro Attorney
600 N.E. Grand Ave.
Portland, OR 97223

18. Assignment

Grant Recipient may not assign any of its responsibilities under this Agreement without prior written consent from Metro, which consent shall not be unreasonably withheld.

19. Severability

If any term or provision in this Agreement shall be adjudged invalid or unenforceable, such adjudication shall not affect the validity or enforceability of the remainder of the Agreement, which remaining terms and provisions shall be valid and be enforced to the fullest extent permitted by law.

20. No Waiver of Claims; Modifications

Metro's failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision of this Agreement. This Agreement may be amended only by written instrument signed by both Metro and Grant Recipient and no waiver, consent, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties.



INTERGOVERNMENTAL AGREEMENT

Contract No. 934170

21. Integration of Agreement Documents

All of the provisions of any proposal documents including, but not limited to, Requests for Proposals, Grant Proposals and Scopes of Work that were utilized in conjunction with the award of this Grant are hereby expressly incorporated herein by reference; provided, however, that the terms described in Sections 1 through 21 of this Agreement and in Exhibit A shall control in the event of any conflict between such terms and such other incorporated documents. Otherwise, this Agreement represents the entire and integrated agreement between Metro and Grant Recipient and supersedes all prior negotiations, representations or agreements, either written or oral. The law of the state of Oregon shall govern the construction and interpretation of this Agreement. The Parties, by the signatures below of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year indicated below.

Oak Lodge Sanitary District

J. Michael Read
Signature

Print Name: J. MICHAEL READ

Title: GENERAL MANAGER

Date: 06/17/2016

APPROVED AS TO FORM BY:

Signature

Print Name: _____

Title: _____

Date: _____

METRO
Martha Bennett

Martha Bennett
Metro Chief Operating Officer

Date: 6/29/16

Hope Whitney
Hope Whitney
Senior Assistant Metro Attorney

Date: 6/28/16

Scope Of Work – Exhibit A

Metro Contract No. 934170

CAPITAL GRANTS PROGRAM GRANTS AGREEMENT

- I. Project Title/Project Number: Boardman Wetland Complex
- II. Grant Recipient contact: Jason Rice
Oak Lodge Sanitary District
14611 SE River Road
Oak Grove, OR 97267
jlrice@olsd.net
503-353-4202
- III. Budget at time of award
Total cost of project: \$ 2,247,645
Grant award \$ 362,012
- IV. Project location Wetland properties located between SE Boardman Avenue and SE Jennings Road east of SE Addie Street including:
- .44 acres at 17908 SE Addie Street (tax lot 22E18CA04300)
 - 3.73 acres at 4768 SE Boardman Avenue (tax lot 22E18CA04101)
 - Up to 1.17 acres of Briar Ridge Estates (tax lot 22E18CA02716)
- V. Scope of Work
This scope of work sets forth the work and requirements the Grant Recipient shall undertake as part of Metro's Nature in Neighborhood Capital Grants program grant award. The original grant application (see attached Attachment 1) set forth the intent of the work while revisions to the budget (Attachment 2) modify the work to include:
- Acquisition in fee simple or easement of the three properties noted above and indicated on the attached map (Attachment 3).
 - Demolition of the houses
 - Stabilization of the property to ensure safety
 - To include temporary fencing and/or barricades
 - Signage
 - Include temporary site safety signs related to construction activities

Project Deliverables

Deliverable 1: Appraisal Review

Appraisals and appraisal review according to USPAP standards approved by Metro.

Updated budget based on appraisals and actual costs of other items shared with Metro.

Deliverable 2: Conservation Easement

Scope Of Work – Exhibit A

Metro Contract No. 934170

Grant Recipient will grant Metro a conservation easement for the properties acquired with funding through this agreement. Grant Recipient shall:

- Permit Metro or Metro's consultant to access the properties in order to document the existing conditions and prepare the baseline report.
- Review and approve baseline documentation and conservation easement documents. These will be recorded with the deed at the time of acquisition.

Deliverable 3: Acquisition

Documentation of expenses prior to closing if Metro is to wire funds directly into escrow:

- Appraisal reviews
- Estimated Settlement Statements
- Invoices from real estate negotiators, appraisers, environmental assessment, and other professional services to be counted as match.
- Wiring instructions
- (Metro will retain 10% of requisition if tenant relocation, deconstruction, and stabilization will be used as part of the match)

Metro will wire funding into escrow (or reimburse OLSD directly)

Deliverable 3: Stabilization

Documentation of expenses associated with

- Deconstruction and demolition of structures
- Stabilization of property including fencing and signage

Deliverable 4: Construction of improvements (OPTIONAL)

Review budget for deliverables 1 – 3. If grant funds remain, review budget and timeline for construction of site improvements including site clearing and excavation, wetland restoration, trails and boardwalks and trail head facilities. Metro staff must review and approve design documents at 30%, 60%, and 90% for costs to be reimbursable. Deliverables include:

- Invitation to public meetings and other community engagement activities.
- Design documents – Metro staff will have the opportunity to review 30%, 60%, and 90% documents. Review times will be a minimum of 2 weeks.
- Notification to Metro of permit applications and approvals
- Final cost estimates and bid documents
- Invoices directly related to the construction of the improvements

Publicity

As provided in Section 5 of the Intergovernmental Agreement, Grant Recipient shall place at the Project's location signage that communicates that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program. Metro may withhold final reimbursement payment until such signage has been placed. In addition, Grant Recipient shall recognize in any publications, media presentations, or other presentations referencing the Project, produced by or at the direction of Grant Recipient,

Scope Of Work – Exhibit A

Metro Contract No. 934170

that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program.

VI. Reporting Requirements:

- a. Bi-Annual Progress Reports: In addition to the Benchmarks and Deliverables set forth above, once work has begun, Grant Recipient shall provide to Metro a progress report, documenting the status of the Project at least every six months. A progress report shall be included with every reimbursement request submitted by Grant Recipient and when the Project benchmarks identified above are met.
- b. All progress reports shall provide the following details: an account of the work accomplished to date, a statement regarding Grant Recipient's progress on meeting benchmarks, the percentage of the Project completed, a statement as to whether the Project is on schedule or behind schedule, a description of any unanticipated events, and data regarding success indicators. All progress reports submitted by Grant Recipient shall be in the Progress Report Form provided by Metro unless Metro approves another reporting method in order to provide consistency with other project funders.
- c. Final Report: Grant Recipient must submit a final report and final reimbursement request within 60 days of the earlier of (a) the Project completion date or (b) the expiration date of the Intergovernmental Agreement. The final report shall include full and final accounting of all expenditures, the value and source of matching funds, a description of work accomplished, volunteer hours and participation, Project photos (including a photo of the signage acknowledging the Nature in Neighborhoods Capital Grants Program participation), and data on success indicators. The final report submitted by Grant Recipient shall be in the Final Report Form provided by Metro unless Metro approves another reporting method in order to provide consistency with other project funders.

VII. Project Payment and Reimbursement

- a. Metro will reimburse Grant Recipient \$1.00 for every \$3.00 of out-of-pocket costs expended after the effective date of the Intergovernmental Agreement to complete the project, consistent with the original grant application, up to but not exceeding Metro's total grant award of three hundred sixty-two thousand twelve and 00/100 dollars (\$362,012). In no event shall Grant Recipient request or expect reimbursement from Metro in excess of that amount.
- b. Payments will be processed as reimbursement for costs incurred and paid by the Grant Recipient.
- c. **RETAINAGE:** Metro will reserve as retainage from any reimbursement payment an amount equal to five (5%) percent of the requested reimbursement amount. The retainage will not be disbursed to Grant Recipient until the Project is fully completed and finally approved by Metro. Following completion of the Project and approval by Metro, Metro will deliver to Grant Recipient the entire retainage as part of the final reimbursement payment.

Scope Of Work – Exhibit A

Metro Contract No. 934170

- d. To request the reimbursement of allowable expenses, Grant Recipient will complete Metro's Reimbursement Request Form and submit an itemized statement of work completed and an accounting of all expenses incurred during the current reimbursement period. A progress report shall accompany all reimbursement requests. The form, statement, and report shall be sent to:

METRO
ATTN: ORIANA QUACKENBUSH
600 NE GRAND AVE
PORTLAND OR 97232-2736

- e. Metro will make a reimbursement payment for those items identified in the Scope of Work or subsequent amendments to the Intergovernmental Agreement. Substitutions or changes of elements of the Project that have not been approved by Metro are not eligible for reimbursement.
- f. Payment shall be made by Metro on a Net Thirty (30) day basis upon approval of reimbursement request.

VIII. Success Indicators

Grant Recipient agrees to monitor the Project for three consecutive years following the completion of the Project and Grant Recipient agrees to report the following information to Metro upon completion of the Project.

Success Indicator 1

Building Support:

The District will solicit stakeholder feedback through various means (post cards, online surveys, comments through project webpage) throughout the project's design and construction. Issues will be resolved in a timely manner, increasing public support and enhancing the project's outcomes.

Success Indicator 2

Maintaining Support:

Once the project is complete, the District will continue to solicit feedback on how the project is doing with regards to site use and maintenance. Feedback will be solicited on-site from users as well as through the District's website. Again, it is important to the District that this site remains a showcase from what can be accomplished through funding and proper site programming.

Nature in Neighborhoods Capital Grants Cover Sheet

Organization, project and contact information

Please complete the information below using no more than two pages

Check one:

- Letter of Interest
 Full Application

Project Name	Boardman Wetland Complex Project
Project's location/site address or other location information	SE Boardman Ave (northern boundary), SE Jennings Ave. (southern Boundary), SE Addie St. (western boundary), and SE Cook St. (eastern boundary)
Applicant Organization	Oak Lodge Sanitary District
Is organization a 501(c)(3)? If yes, what is the EIN?	No. Municipal Government
Is organization the government agency that will own the project?	Yes
Contact Person	Markus Mead
Address	14611 SE River Road, Oak Grove Oregon 97267
Phone	503-653-1653 x 103
Email	MRMead@OLSD.net
Public Agency	Oak Lodge Sanitary District
Contact Person	J. Michael Read
Address	14611 SE River Road, Oak Grove Oregon 97267
Phone	503-653-1653 x 101
Email	JMRead@OLSD.net
Project Summary	"Re-green" goal – enrich people's experience of nature: This application is for phase I. Acquire wetland property to allow public agency ownership of the entire Boardman Wetland Complex, to restore ecological, hydrologic and wildlife functions of the wetlands. Phase II would design and construct a public trail system in the wetland complex. This trail system could help connect the existing Trolley Trail system in the Milwaukie/Oak Grove/Gladstone area.
Category Under which program category does your project best fit? (Select one only).	<input type="checkbox"/> ReNature – increases and/or recovers ecological functions and processes in order to protect water quality and enhance habitat <input checked="" type="checkbox"/> ReGreen – increases the appearance of and access to nature in order to enrich community vitality and help strengthen the physical connection to the region's ecology
Funding	Amount requested: \$515,000 Match funds: \$1,095,000.00 In-kind match: \$1,095,000.00 Total program budget: \$1,300,000 (phase I and II)

January 17, 2015

Oak Lodge Sanitary District
14611 SE River Rd
Oak Grove, OR 97267-1198

Ms. Mary Rose Navarro
Metro
Natural Areas Program
Nature in Neighborhoods Capital Grants
600 NE Grand Ave.
Portland, OR 97232

RE: Government Sponsor Certification: Nature in Neighborhoods Capital Grants Application Item C.; Boardman Wetland Complex Project

Ms. Navarro,

This letter certifies that all properties acquired with Nature in Neighborhoods Capital Grant funds shall be recorded as a fixed asset in the District's audited financial statement. The accounting treatment for this project is consistent with other similar transactions. OLSD agrees to enter into an agreement with Metro committing to capitalizing the asset and accepting maintenance responsibilities.

OLSD will provide the bulk of the matching funds for acquisition (phase I) and project design and construction (phase II). This project is locally significant and has been identified in OLSD's Capital Improvement Plan and in North Clackamas Parks and Recreation's acquisition list in 2004. As described further in the budget narrative, OLSD will provide all matching resources.

I certify that the above information is correct and that I am authorized by the governing board of this organization to submit this grant application to Metro. Further, I certify that this organization is in good standing with the IRS and qualifies for exempt status as a government agency.

Sincerely,

OAK LODGE SANITARY DISTRICT



GENERAL MANAGER/CFO
OAK LODGE SANITARY DISTRICT
14611 SE River Road
Oak Grove, OR 97267-1198

Project Summary

This Metro Nature in Neighborhoods (NIN) grant application proposes acquisition of at least one, but preferably multiple properties in fee simple. There are multiple, contiguous parcels potentially available for purchase. The grant funds would be leveraged with the Oak Lodge Sanitary District (OLSD) capital improvement program (CIP) funds attempting to purchase all the parcels. The project is applicable to the ReNature section of the NIN grant because the future intended use is as a natural greenspace with trail access providing the ability for the community to experience nature in an urban environment (ReGreen). Currently, the parcels have no existing easements or agreements that would limit the potential for public access or use. No new easements are specifically being sought with this proposal because the parcels are intended to be owned in fee simple; however, it is possible through property owner negotiations that easements are the only way to gain public access and secure wetland area. As such, easements remain a secondary option.

With this grant application, OLSD is leveraging grant funds to increase community benefits; those described in the narrative and desired by Metro. Without grant funds, OLSD's appropriated funds would only suffice for land acquisition (approximately) which would have some drainage benefit, but little or no other community benefit. The described Phase II improvements may theoretically be constructed, but funding would be sporadic and unsecured, making the community benefit uncertain and likely extending the implementation timeline. With Metro funds, OLSD can do more for the community and do it faster.

Project Background and Area Needs

The 18-acre Boardman-Rinearson wetland complex is the headwater wetland that feeds Rinearson Creek to the south and Boardman Creek to the north (see attached Vicinity Map). Urbanization has modified these creek systems by disconnecting them to construct dense industrial, commercial and residential developments along the Highway 99 East (SE McLoughlin Boulevard) corridor. The subject area is the last remaining semi-contiguous open space within the Boardman and Rinearson Basins. The subject properties are all held in private ownership and primarily bordered by private property, thus preventing public access and the community's ability to experience this nature. As further described in this narrative, the area is nature-area and park deficient, which generally limits the community's experiential abilities, with private ownership exacerbating this condition.

The wetland complex has been long identified by local agencies and residents as critically important to protect, retain and enhance the wetland's water storage, water quality treatment, and aquatic and terrestrial habitat functions. In addition, multiple agencies and residents consider this wetland complex a resource to promote community livability as indicated through planning team discussions. Once complete, this project would provide open space in a demonstrated deficient area, but also a community connection. Specifically, this project would:

- **Protect open space.** The project would protect the wetland complex in perpetuity. Currently, this complex is surrounded by residential and commercial development along the Highway 99 East Corridor. As new and redevelopment occurs, the area will be under increased development pressure further jeopardizing the possibility of realizing contiguous parcels. Contiguity is desired to preserve the presence of nature across multiple ecological systems (e.g., birds, amphibians). The Boardman Creek watershed is dominated by impervious development. This project would protect this open space from further development.
- **Support walkable communities.** Currently many of the roads within the project vicinity and specifically those adjacent/bordering the wetland complex lack sidewalks (e.g., Addie Street and Hull Road) or are along commercially busy thoroughfares that do not offer enjoyable and/or safe walking environments. Project site trails and/or planned connection to Trolley Trail will provide safe routes for increased bike and walking opportunities.

- **Provide Outdoor Learning and Community Connection.** This land acquisition(s) would provide proximate, easily accessible and varied habitat to schools and other outdoor learning programs. Currently, local students who volunteer for ecologically based service have to go far away to get outdoor experience. This is especially true for students in the project’s proximity including Rex Putnam High School, Glen Echo High School, and Candy Lane Elementary. LaSalle High School within the City of Milwaukie, Oregon requires ecologically-based volunteer hours as part of their sophomore biology curriculum. A local property owner and former volunteer coordinator for the Friends of Wolf Creek Headwaters noted that students from LaSalle would regularly attend their restoration events because of the lack of events in close proximity to their school.
- **Bring accessible open space to a park deficient area.** North Clackamas Parks and Recreation District (NCPRD) notes the Jennings Lodge area as being park deficient. In 2004, NCPRD identified the Boardman Wetland as an acquisition and development target with designation as a Natural Area. The proposed project plan would provide recreation areas adjacent to the site in uplands as well as a more natural connection within the wetland complex itself. Figure 1 shows the available parks and natural areas (including those that are undeveloped) and that there is less access to parks within the project vicinity.

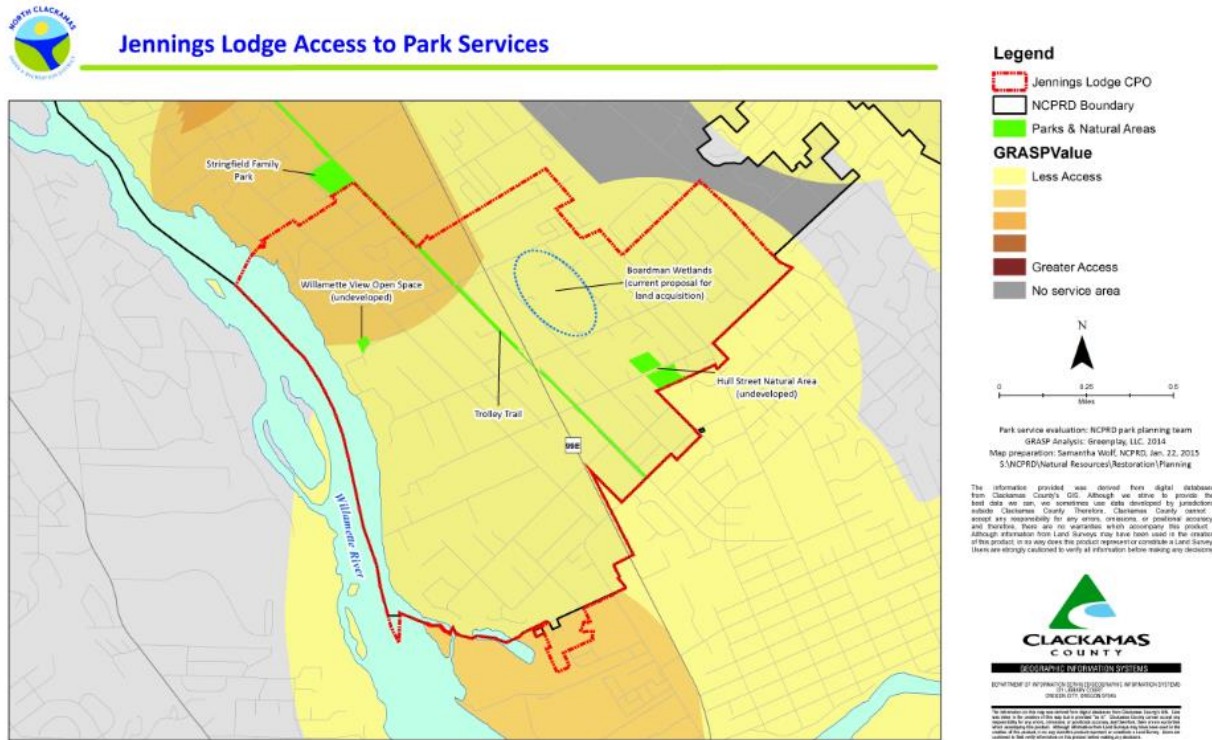


Figure 1. Location of, and access to, Parks and Open Spaces within Jennings Lodge.

Project Concept Development

A planning team is working on concepts centered on addressing two primary objectives:

1. Improve ecosystem functions for the wetland and the downstream creek; and
2. Provide local opportunities for the public to interface with natural habitats to promote personal health and ecological understanding.

The team of partners and participants includes OLSD, North Clackamas Parks and Recreation District (NCPRD), local business owners including the Eastside Athletic Club, the City of Gladstone, Clackamas County, and local residents.

This project has three phases: Phase I includes acquiring wetland complex properties between Boardman and Jennings Avenues (see attached site concept figure) and is the subject of this grant application. Phase II includes acquiring an additional taxlot, completing and constructing the master plan concept to provide a natural recreation area and public access as described below within the Phase I area. Phase III is property acquisition and master plan completion for additional properties just north of SE Jennings Avenue and between SE Jennings and SE Glen Echo avenues. This grant's request would be applied to completing the project's first phase. Following acquisition, the area would be improved during Phase II and include the following master plan features:

- Local walking and biking trails within the parcels with a potential for future north to south (Jennings to Boardman) connection with later phases. Routes to connect the site from Trolley Trail using improved sidewalks also will be identified.
- Development of an adjacent park working in concert with the natural area with activities such as water play and active interactions with natural features.
- Outdoor classroom features to support connectivity and learning objectives for local schools including Rex Putnam High School and Candy Lane Elementary.
- Vegetative and grading enhancements to increase ecological diversity and improve water storage.

Because the Phase II construction is fully funded in the OLSD CIP, it is applicable to this grant application and its benefits included.

Scope of Work/Acquisition Process and Status

The scope of the work for the grant application is for property acquisition. OLSD has identified the acquisition targets for the first phase of the project.. OLSD is, and will continue to work with willing sellers only, and will *not* pursue condemnation for this or any other project phase.

The concept planning team has discussed multiple variants to the concept plan depending on the outcome of property acquisition. The team identified ways to achieve the project objectives even with one single successful property acquisition. Acquisition of one of these parcels would be a catalyst to acquire others. Acquisition of just one parcel would allow restoration for enhanced ecological function, but acquisition of the remaining contiguous lots would allow for improved basin-wide ecological function. The master-planned improvements are intentionally designed as segments with separate access points to be functional even if full connection is not immediately possible. The property ownership figure (see attachments) shows the parcels intended for acquisition. A summary of the parcels is located below:

Table 1: Phase I Land Acquisition Targets

Parcel Tax Number/Current Description / Size (Acres)	Zoning Description	Owner	Status
22E18CA02716 Open Space 1.17 acres	R7: Urban Low Density Residential	Addie Acres Real Estate, LLC	Acquisition offer presented in late December 2014. Awaiting response.
22E18CA04101 Open Space 3.50 acres	R7: Urban Low Density Residential	Briar Ridge Estates Homeowners Association	Met with neighborhood (October 2014) and informed of acquisition interest.
22E18CA03600 Single family residence 0.56 acres	MR1: Medium Density Residential	Earl and Marna Moore	Met with family of owner and informed of acquisition interest.

OLSD is following and will continue to adhere to Oregon State and Federal regulations dictating the right-of-way acquisition process, using the appropriately accredited individuals (e.g., appraisers, brokers). The process is summarized below:

1. Gather information including title reports and liens (if any)
2. Let property owners know of interest and provide appropriate contact persons.
3. Prepare General Information Notice packet and send to property owner notifying them of the process and their rights during the appraisal and negotiation.
4. Provide owner notification of the appraisal inspection and perform property inspection.
5. Prepare Offer Benefit package for submittal to property owner.
6. Undertake negotiations as appropriate and present to OLSD Board for approval if needed.
7. Prepare and submit complete final package for payment upon settlement or completion of negotiations.

ReGreen Criteria Review

Location

The land acquisitions and project are located in a dense urban area with limited access to natural areas. The next closest public natural area that provides similar experiences to this site is approximately 6 miles away and 15 minutes travel by car. Public transportation access to the alternative site is difficult and would require approximately 90 minutes via Tri-Met. Conversely, the subject wetland complex is within walking distance to schools and a short walk from Highway 99 East (a major public transportation route). Figure 2 shows the NCPRD and City of Gladstone Parks within 2 miles of the project site.

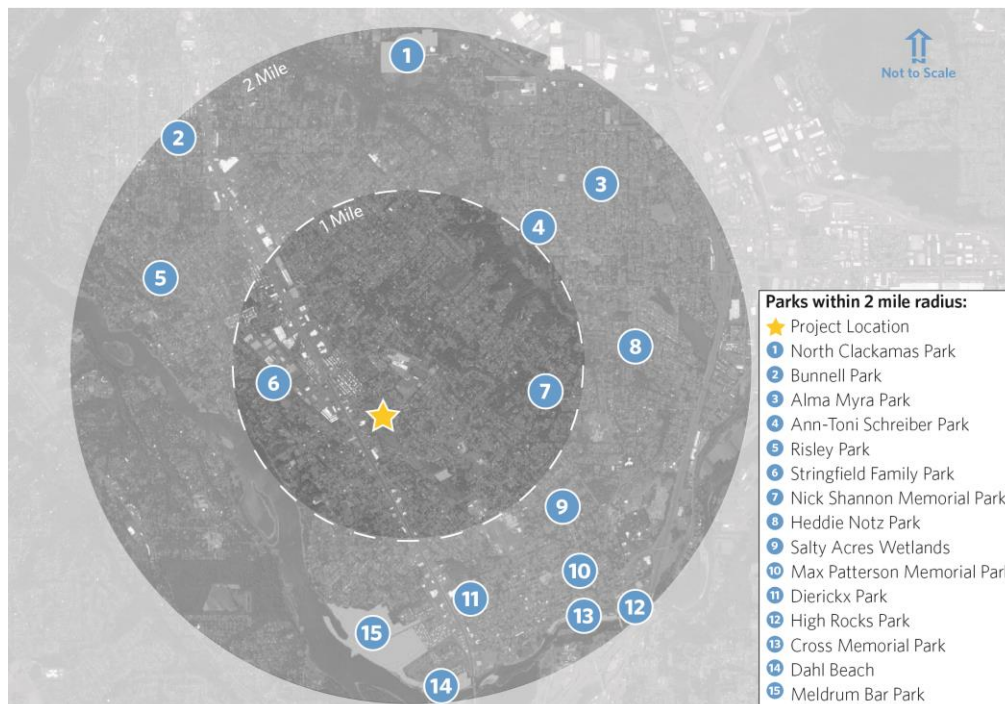


Figure 2. Public Park (Developed) Locations

Enhancement Features

The proposed project will enhance people’s ability to access and experience nature by acquiring and making available current privately-owned lands and by providing access currently nonexistent. After acquisition, the property(ies) will incorporate trails, water features, boardwalks and interpretation kiosks. This project is intended to acquire lands to protect and ultimately enhance the wetland complex to provide ecological improvements and improve the community connection with nature and one another.

Programming

A mix of passive, proximity and intentional programming will be an outcome of the project as there are multiple components to the proposed project. Usage will be enhanced by the site’s proximity to existing trails (Trolley Trail), to the local population base which is immediately adjacent to and surrounding the project site, and to schools (Kindergarten-12th grade). Access also will be enhanced as the final build-out is planned to include educational kiosks and be available for conservation education programs. Upon completion, the project will provide the following features and resultant benefits to the community. Table 2 summarizes the features, site programming and benefits of the potential project areas.

Table 2. Project Enhancement Features and Programming

Feature/ Programming	Users	Benefits
Local Trails/ Passive and Proximity	<ul style="list-style-type: none"> Local residents and Trolley Trail users Eastside Athletic Club members School programs within walking distance Local business employees/break 	<ul style="list-style-type: none"> Improved local connection and access between schools, residences and business. Improved health opportunities through walking, running, biking.
Outdoor Learning Classroom/ Intentional	<ul style="list-style-type: none"> Local (walkable) schools such as Rex Putnam and Candy Lane Individual and family groups 	<ul style="list-style-type: none"> Youth access and learning opportunities and promotion of the importance of the natural and human connections.
Volunteering/ Intentional	<ul style="list-style-type: none"> Non-profits such as SOLVe School volunteer programs as part of required graduation curriculum 	<ul style="list-style-type: none"> Community connection and ownership. Opportunity for youth service.
Ecological Uplift/Passive	<ul style="list-style-type: none"> Downstream residents Users of complex Adjacent residents Multiple species guilds 	<ul style="list-style-type: none"> Provides passive recreation opportunities such as bird watching. Supports on-site improved ecological function such as terrestrial support; water storage; and aquatic species support. Protection and enhancement to headwaters will benefit downstream creek functions (e.g., water storage during rain events).
Adjacent Play Area/ Proximity	<ul style="list-style-type: none"> Local residents 	<ul style="list-style-type: none"> Outdoor play. Active learning about natural area.
Educational Kiosks/Passive	<ul style="list-style-type: none"> Nature area users 	<ul style="list-style-type: none"> Provides information and educational opportunities to further strengthen the understanding and connection to the outdoors.

The American Community Survey showed that the census tract adjacent to the proposed project (Number 218.02) has lower median income, higher percent of families below poverty levels and higher percentage of workers commuting by transit than compared to Clackamas County. This shows that on average, residents in close proximity to the project are less likely to have the financial resources to seek out other public natural areas currently available.

Table 3. 2009-2013 American Community Survey Data

Geography	Median Income	% Families Below Poverty	% Receiving SNAP (Food Stamps)	% Workers Commute by Public Transit
Tract 218.02	\$ 45,744	17.5	20.4	5.3
Clackamas Co.	\$ 63,951	6.8	12.7	2.7

Source: 2009-2013 American Community Survey 5-Year Estimates

Community Engagement

OLSD is an organization whose philosophy includes active community involvement and outreach. Public outreach for this project started with the development of the Boardman Creek Watershed Plan. In recent years, OLSD convened the Boardman Watershed Community Committee (BWCC) to be an advisory committee for projects within the Boardman Watershed Basin. The BWCC includes a mix of interested community members and agencies including: local residents, business owners, the City of Gladstone, NCPRD, SOLVE, North Clackamas Urban Watershed Council (NCUWC), Jennings Lodge CPO (community group), and Oak Grove Community Council (community group).

The BWCC has been involved with concept planning for the Boardman-Rinearson Wetland Complex. From fall 2013 to summer 2014, the BWCC met three times to provide input on project objectives and opportunities, helped direct specific design concepts, and selected a working preferred alternative.

OLSD also has contacted and met with owners of property within the Phase I area that are targeted for acquisition .The Briar Ridge parcel is owned by a home owner association. In the third quarter of 2014, OLSD and NCPRD conducted meetings with these homeowners to:

1. Present the proposed concept plan developed by the BWCC;
2. Solicit feedback and suggestions that can be incorporated as the project moves forward; and
3. Inform the homeowners of the interest in property acquisition.

OLSD has met with the family of Earl Moore, a long-time resident adjacent to the project. OLSD also is in an active acquisition process with the owner of the Addie Acres parcel.

Partnerships

OLSD has a successful history of partnerships with other private and public agencies. During the course of the Boardman-Rinearson project planning, multiple partners have stepped forward with interest and willingness to help building off these already established relationships. Below is a summary of primary partners in addition to OLSD.

East Side Athletic Club (Local Business)

The East Side Athletic Club owner, Jennifer Harding, is a strong proponent of the project and willing to partner as the project moves forward. The athletic club is situated at the intersection of Boardman Avenue and Addie Street with parking areas on both. Ms. Harding is a member of the BWCC and was involved during concept development. OLSD and NCPRD also met with Ms. Harding separately to review the project and discuss features related to her parcels. She has expressed willingness to relocate or modify parking areas to provide a community trail head and access into the natural area. In addition, she is willing to provide basic operational maintenance of park or hard play areas (e.g., splash park) adjacent to her parcels.

NCPRD (Public Agency)

NCPRD will be a project partner with OLSD in planning the future improvements on grant-funded properties to achieve multiple benefits (e.g., surface water management, water quality improvements, natural area restoration and enhancements, public access, environmental education). NCPRD intends to be a long-term partner in helping OLSD plan, acquire, improve, manage and maintain natural areas in the Boardman watershed.

SOLVE (non-profit)

SOLVE, a non profit organization, is currently involved with the site by working with Rex Putnam High School to provide vegetation enhancements adjacent to the project. SOLVE has stated they will continue to invest staff resources to support project implementation and long-term success.

These partners are not listed as providing match contributions for this Phase I request. Their match involvement likely will be more specific in future phases.

Ecologically Effective/Cost Efficient

The proposed project is ecologically effective and cost efficient for the following reasons:

- **Multiple benefits.** The proposed project will ultimately serve multiple benefits including improving ecosystem and stream health for both humans and the environment. Human benefits include increased water storage by water retention and ecosystem health by assuring no development encroachment and associated habitat loss, habitat contiguity, habitat restoration (in future phases) further enhancing water quality. The proposed project will benefit human activity through access and education.
- **Protecting undeveloped land.** Though this land is undeveloped and thus underutilized, there is development potential. The proposed project protects undeveloped land so future reclamation is not required.
- **Project nimbleness.** The master planned improvements allow for phased and segmented approaches that can be modified based on actual acquisitions while still providing benefits.
- **Leveraging partners.** OLSD has a proven track record of leveraging agency and staff resources across multiple partners such as Clackamas County, NCPRD, NCUWC, and SOLVE to implement projects using the respective agency missions, capital, and expertise.

Multiple Benefits for Nature and People

The Phase II design will be tailored to the local community and its proximity to nearby schools makes it highly valuable for educational purposes. Additionally the intended infrastructure is specifically designed for educational programs.

Projects such as this offer an excellent opportunity to collect before-and-after data about wetland restoration, wildlife usage, fish passage, and other environmental metrics. Monitoring as an educational opportunity will be offered for the students at Rex Putnam High School. Additionally, OLSD will conduct regulatory and grant funding monitoring and provide reporting on behalf of the project.

A construction contractor will be selected through a competitive bid process, and the completed design will be built in the field. Some elements of construction, such as tree planting, may be done in part with community volunteers and students from local schools.

Contracting with Minority, Women and Emerging Small Business (MWESB)

OLSD fulfills this criterion by preventing any bias or exclusion in its contracting. Though it has no specific metric or goal, OLSD believes in supporting MWESB within the Metro Region. OLSD's contracting and bidding policy is to be completely open, and publicly announced to assure it is competitive. The policy in no way prevents opportunities to participate in locally-funded projects. OLSD maintains a list of continuously-updated contractors and notifies them of all bidding opportunities. This list includes minority business enterprises (MBE), women business enterprises (WBE) and emerging small businesses (ESB). An engineering firm will be hired through a competitive Request for Proposal (RFP) process to develop a full design for the project, take the design through the environmental permitting process with federal, state and local agencies, and complete land acquisition prior to construction.

Project Readiness

OLSD is ready to move forward with the acquisition process and will initiate/complete the process by the end of the grant spending date, assuming willing sellers. OLSD currently has an offer out to one parcel owner, the parcel with the attached appraisal.

OLSD is ready to move forward with the project after completion of the acquisition process. OLSD has the following components in place to continue implementation of the project.

- Financial set asides via the CIP budget
- OLSD Board support for continued development of the project as a District priority
- A concept plan developed by the BWCC.
- An external team of stakeholders engaged and excited to see this project come to fruition.

Following successful property acquisition during Phase I, OLSD will continue into project design and permitting, and finally, into construction contracting. This will include the environmental permitting process with federal, state and local agencies. OLSD has secured the funding for the permitting and construction for the Phase II improvements.

Budget Narrative (required forms are attached)**Identifying Costs****Summary**

This narrative is amends the original budget narrative, project narrative and F3 form. The amendments include seeking acquisition for three properties instead of four. However, OLSD will pursue the fourth property acquisition outside this grant request. This is because the three identified property owners are further along in negotiations with a higher probability of acquisition during this grant's cycle.

This request is to provide funds for land acquisition only. Please note, the parcels are intended to be owned in fee simple; however, it is possible through property owner negotiations that conservation easements are identified as the only way to gain public access and secure the wetland property. As such, easements remain a secondary option. OLSD currently estimates fee simple acquisition costs at \$362,012 for the three potential properties. Budget sheet F3 summarizes the cost estimate and breakdown for the acquisition and related costs.

Total project costs (Phase I and II) include trail, outdoor classroom, interpretative kiosks, and restoration with estimated costs of \$3,138,654. Phase II and its benefits are described in the primary narrative, though any associated costs are not included in this proposal. Much of Phase II costs are secured through OLSD Capital Improvement Plan funding. If Phase I acquisitions occur, Phase II should be completed.

With this grant application, OLSD is leveraging grant funds to increase community benefits; those described in the narrative and desired by Metro. Without grant funds, OLSD's appropriated funds would only suffice for land acquisition (approximately) which would have some drainage benefit, but little or no other community benefit. The described Phase II improvements may theoretically be constructed, but funding would be sporadic and unsecured, making the community benefit uncertain and likely extending the implementation timeline. With Metro funds, OLSD can do more for the community and do it faster.

Line Item Description

Requested funds are for the Phase I Land Acquisition Targets identified in the primary narrative. Acquisition includes purchase and professional service contracts such as appraisal, title reports, documentation and environmental assessment.

Acquisition Cost

OLSD currently estimates fee simple acquisition costs at \$362,012 including administration costs for the three potential properties. The eventual purchase / acquisition price is unknown for all properties. Thus, the line item costs are all approximate. This request uses the per-acre coefficient of \$16,200 per acre assigned for the Addie Acres-owned taxlot to the Briar Ridge-owned taxlot. This is an estimate used while an appraisal is completed and anticipated in mid-March 2015. This request uses the most recent Clackamas County assessment to generate a market value of \$278,793 the Moore-owned property. This is an estimate used while an appraisal is completed and anticipated in mid-April 2015. The actual requested amount will change based on these appraisals' completion.

Per Metro criteria, no more than 10% of the requested grant funds are to be used to pay for local government staff time. Indeed, no staff time compensation is sought with this proposal (0%).

Pre-Agreement Costs

As an acquisition project, pre-agreement cost including appraisals, survey and environmental assessment expenses can be sought. Approximately \$25,000 of pre-agreement work was completed by consultants and agency staff to conduct the property appraisal, offer, and property owner coordination. OLSD will pay this amount and pre-agreement consultant costs and considers this as matching funds.

Post-agreement costs

Metro funds are primarily sought for land acquisition. Should acquisition costs consume the entire award amount, 100% of the award will be allocated to acquisition. Should all acquisition costs be less than the award, the remaining grant funds will only be used for applicable professional services costs including appraisals, survey and environmental assessment expenses will be paid with Metro funds. Specifically, these costs include appraisals, title reports, offer preparation, recording. OLSD Agency Staff, Administration and oversight and Planning Team outreach and consultant fees will all be paid by OLSD directly as match funds.

Capital Improvement Projects:

This is not a capital improvement project and no construction, permitting or other associated costs are sought as grant award funds. Though because Phase II construction costs are used as match, these types of funds are used as match for the land acquisition costs.

Overhead/indirect costs:

No direct or indirect overhead costs are requested in this proposal. As an acquisition, overhead costs are limited to 10 percent of due diligence expenses. This proposal satisfies this criterion as no (0%) overhead costs are sought. Per Metro criteria, indirect and/or overhead costs can be applied as match and are described in the match section of this document.

Appraisal and appraisal review

As of proposal application date, only one appraisal has been completed. An appraisal will ultimately be required to determine the market value of each property. Appraisals will be performed to Metro criteria for any purchased parcel or obtained easement and these appraisals submitted to Metro. Appraisals will be prepared by an independent certified appraiser in accordance with Uniform Standards of Professional Appraisal Practice (USPAP). A second certified independent appraiser shall review the original appraisal to ensure it was done in accordance with USPAP and shall confirm the appraised value.

Statement of Matching Funds

From the Nature in Neighborhoods Capital Grants November 12, 2014 Review Criteria Clarification document, the match ratio is 2:1 (200%). OLSD's match is \$780,000. The request is \$362,012. The match percentage is approximately 215% of the requested funds: more than satisfying the minimum requirement.

The project's match will be 100 percent financial (with no in-kind services). Financial match funds include the following:

- Phase II construction costs (site preparation) \$450,000
- Agency staff and consultant staff time and services (post-agreement) \$35,000
- Permit fees \$10,000

- Conceptual planning (trails, kiosks, structures etc.) \$100,000
- Land acquisition funds \$50,000
- Appraisals and Appraisal review: \$40,000
- Title report, insurance etc. \$10,000
- Environmental Assessment \$50,000
- Documentation \$10,000

The match funds as well as the remainder of the project will be funded with OLSD Surface Water Management Capital Funds which are approved and budgeted. These funds extend through multiple fiscal year budgets to fiscal year 2019 ending June 30, 2020. Match funds are secured through the OLSD Surface Water Management program. The District collects a monthly fee from residents to support the District's program, which includes capital improvement projects such as this one. It is possible that other agencies and organizations will contribute funds and services as the project develops. But, these are not currently identified nor used as match.

Match Description: OLSD Administration and oversight as well as Planning Team outreach and consultants will all be paid by OLSD directly and used as match contribution. Per Metro criteria, these are indirect and/or overhead costs that can be applied as match.

Not included in this budget are potential matching funds, either financial or through in-kind services which are anticipated to be provided by the NCPRD and Rex Putnam High School (plant installation and monitoring).

**NATURE IN NEIGHBORHOODS CAPITAL GRANT
(F3) PROJECT BUDGET WORKSHEET**

PROFESSIONALSERVICES COSTS				March 27 2015
<i>OLSD Boardman Wetlands Property Acquisition (Phase I) REQUEST and Match (Phase I and II)</i>				
	financial match	in-kind match	grant request	TOTAL
A. Pre-Agreement				
1. Non-profit staff				\$0.00
2. Agency staff	\$10,000.00			\$10,000.00
3. Consultants	\$15,000.00			\$15,000.00
4. Volunteers				\$0.00
B. Post-Agreement Costs				\$0.00
1. Non-profit staff				\$0.00
2. Agency staff	\$20,000.00			\$20,000.00
3. Consultants	\$15,000.00			\$15,000.00
4. Volunteers				\$0.00
Total for Professional Services	\$60,000.00	\$0.00	\$0.00	\$60,000.00

CONSTRUCTION COSTS				
<i>Estimate the cost for all work elements of your project. Feel free to change the list. Specify in the budget narrative which work elements will be completed by volunteers and how you calculated the budget figure.</i>				
	financial match	in-kind match	grant request	TOTAL
A. Site Preparation	\$450,000.00			\$450,000.00
1. Site clearing				\$0.00
2. Excavation				\$0.00
B. Utilities				\$0.00
C. Improvements/Materials				\$0.00
D. Permits	\$10,000.00			\$10,000.00
E. Other, Conceptual Planning	\$100,000.00			\$100,000.00
Total for Construction Costs	\$560,000.00	\$0.00	\$0.00	\$560,000.00

ACQUISITION COSTS				
<i>Please estimate the cost for all work elements. Please feel free to change the list.</i>				
	financial match	in-kind match	grant request	TOTAL
A. Purchase Price	\$50,000.00		\$362,012.00	\$412,012.00
B. Option Purchase				\$0.00
C. Option Reimbursement				\$0.00
D. Appraisal & Appraisal Review*	\$40,000.00			\$40,000.00
E. Title Report, insurance & documents	\$10,000.00			\$10,000.00
F. Phase I Enviro Assessment	\$50,000.00			\$50,000.00
G. Stewardship endowment				\$0.00
H. Management Plan Development				\$0.00
I. Baseline Documentation	\$10,000.00			\$10,000.00
Total for Acquisition Costs	\$160,000.00	\$0.00	\$362,012.00	\$522,012.00

OTHER COSTS				
A. Travel (use current State of Oregon rates)				\$0.00
B. Overhead/Indirect costs - these can only be used as match.				\$0.00
				\$0.00
Totals for Other Costs	\$0.00	\$0.00	\$0.00	\$0.00

TOTAL PROJECT COSTS	\$780,000.00	\$0.00	\$362,012.00	\$1,142,012.00
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Vicinity Map



Boardman-Reinearson Concept Improvements
SE Boardman to SE Jennings Avenue

**NATURE IN NEIGHBORHOODS CAPITAL GRANT
(F3) PROJECT BUDGET WORKSHEET**

PROFESSIONALSERVICES COSTS				5/23/2016
<i>· Estimate the hours of work directly related to your project for non-profit personnel, agency personnel, volunteers and consultants. You can delete rows that do not apply and/or add more specific descriptors. · Explain the tasks each is expected to complete in the budget narrative (i.e. surveys, design development, construction documents, plan review, construction management). · Pre-Agreement costs must occur AFTER the Invitation to Submit a Full Application and are not reimbursable. · Agency & non-profit personnel time cannot exceed 10% of the grant request. · Volunteers specifically doing project installation should be included in this section.</i>				
	financial match	in-kind match	grant request	TOTAL
A. Pre-Agreement				
1. Non-profit staff				\$0.00
2. Agency staff				\$0.00
3. Consultants	\$122,000.00			\$122,000.00
4. Volunteers				\$0.00
B. Post-Agreement Costs				\$0.00
1. Non-profit staff				\$0.00
2. Agency staff				\$0.00
3. Consultants	\$450,000.00			\$450,000.00
4. Volunteers				\$0.00
Total for Professional Services	\$572,000.00	\$0.00	\$0.00	\$572,000.00

CONSTRUCTION COSTS				
<i>Estimate the cost for all work elements of your project. Feel free to change the list. Specify in the budget narrative which work elements will be completed by volunteers and how you calculated the budget figure.</i>				
	financial match	in-kind match	grant request	TOTAL
A. Site Preparation				
1. Site clearing	\$7,988.00		\$ 62,012.00	\$70,000.00
2. Excavation	\$170,000.00			\$170,000.00
B. Utilities	\$350,000.00			\$350,000.00
C. Improvements/Materials	\$585,345.00			\$585,345.00
D. Permits	\$0.00			\$0.00
E. Other, please list	\$0.00			\$0.00
Total for Construction Costs	\$1,113,333.00	\$0.00	\$62,012.00	\$1,175,345.00


ACQUISITION COSTS				
<i>Please estimate the cost for all work elements. Please feel free to change the list.</i>				
	financial match	in-kind match	grant request	TOTAL
A. Purchase Price	\$55,000.00		\$300,000.00	\$355,000.00
B. Option Purchase	\$0.00			\$0.00
C. Option Reimbursement	\$0.00			\$0.00
D. Appraisal & Appraisal Review*	\$20,000.00			\$20,000.00
E. Title Report, insurance &	\$30,000.00			\$30,000.00
F. Phase I Enviro Assessment	\$0.00			\$0.00
G. Tenant relocation expenses	\$0.00			\$0.00
H. Deconstruction of structures	\$25,000.00			\$25,000.00
I. Site stabilization	\$5,000.00			\$5,000.00
J. Signage	\$5,000.00			\$5,000.00
Total for Acquisition Costs	\$140,000.00	\$0.00	\$300,000.00	\$440,000.00

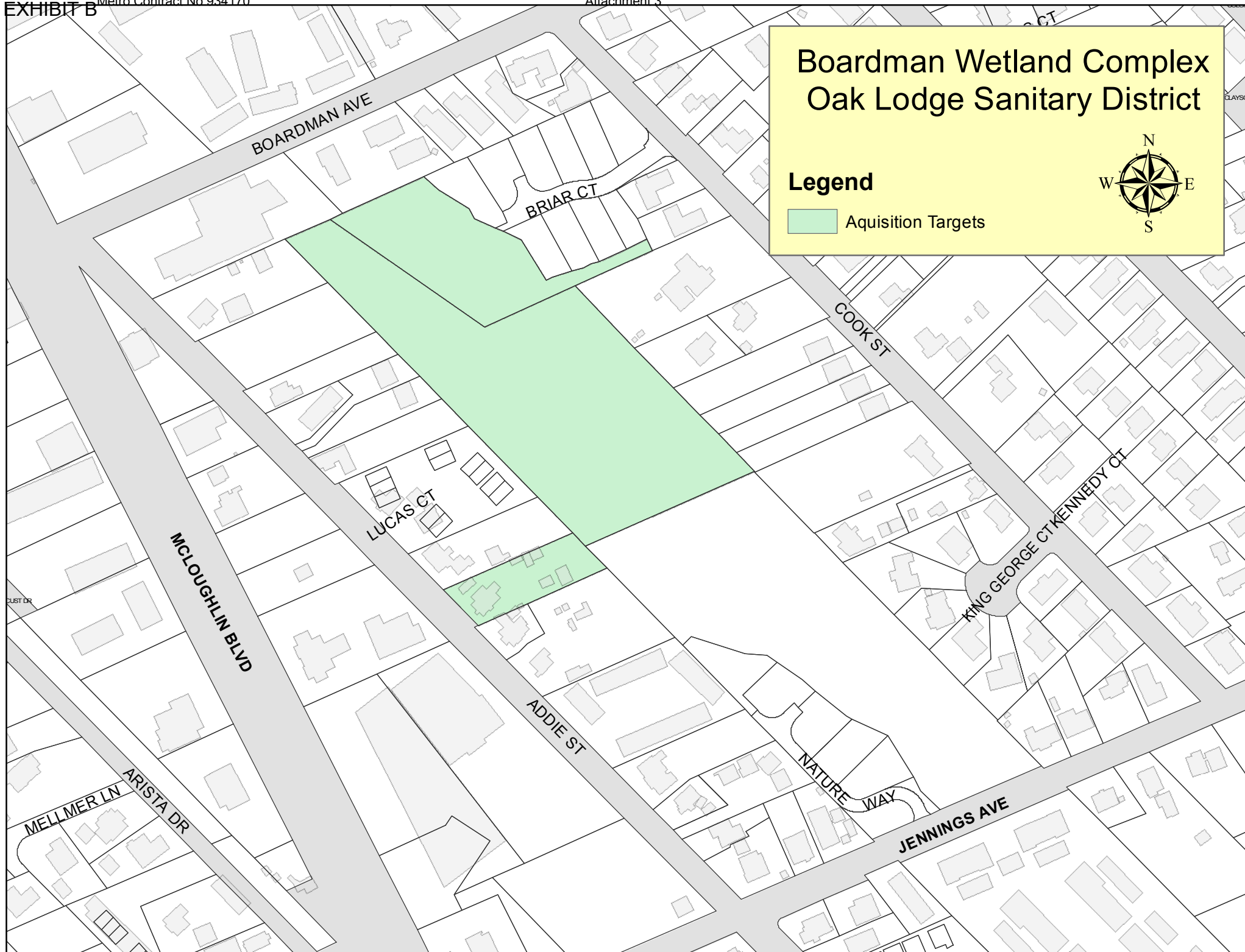
OTHER COSTS				
A. Travel (use current State of Oregon rates)	\$ 300.00			\$300.00
B. Overhead/Indirect costs - these can only be used as match.	\$ 60,000.00			\$60,000.00
Totals for Other Costs	\$60,300.00	\$0.00	\$0.00	\$60,300.00

TOTAL PROJECT COSTS	\$1,885,633.00	\$0.00	\$362,012.00	\$2,247,645.00
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Boardman Wetland Complex Oak Lodge Sanitary District

Legend

 Aquisition Targets





600 NE Grand Ave.
Portland, OR 97232-2736
503- 797-1700

Amendment

AMENDMENT NO. 1

CONTRACT NO. 934807

This Amendment hereby amends the above titled contract between Metro, a metropolitan service district organized under the law of the State of Oregon and the Metro Charter, and Oak Lodge Water Services District, hereinafter referred to as "Grant Recipient."

This amendment is a change order to the original Intergovernmental Agreement as follows:

- Oak Lodge Sanitary District located at 14611 SE River Road, Oak Grove, Oregon 97267 will now be referred to as Oak Lodge Water Services District located at 14496 SE River Road, Oak Grove, Oregon 97267.
- The contract number is changed from 934107 to 934807.

Grant Recipient's reimbursement requests shall be sent to naturalareasgrants@oregonmetro.gov or sent to:

Oriana Quackenbush
600 NE Grand Avenue
Portland, Oregon 97232

The Metro contract number and Grant Recipient name shall be referenced in the email subject line. Payment shall be made by Metro on a Net 15 day basis upon approval of all required documentation of expenses.

Except for the above, all other conditions and covenants remain in full force and effect.

IN WITNESS TO THE ABOVE, the following duly authorized representatives of the parties referenced have executed this Amendment.

Grant Recipient

METRO

By JASON RICE

By [Signature]

Print Name JASON RICE

Print Name Timothy A. Collier

Date 3/9/18

Date 3/22/18

OAK LODGE
WATER SERVICES
STAFF REPORT

To: Board of Directors
From: Sarah Jo Chaplen, General Manager
Agenda Item: First Reading of Ordinance No. 18-02 to Ratify Resolution No. 18-08 Amending and Restating the Intergovernmental Agreement for the North Clackamas County Water Commission (NCCWC)
Item No.: 6
Date: August 21, 2018

Action Requested

Approval of First Reading of Ordinance No. 18-02 to ratify Resolution 18-08 amending and restating the Intergovernmental Agreement for the North Clackamas County Water Commission (NCCWC).

History

August 16, 2004 The Oak Lodge Water District and the Sunrise Water Authority adopted the second amended Intergovernmental Agreement for the NCCWC effective on September 3, 2004.

July 18, 2005 The Oak Lodge Water District and the Sunrise Water Authority adopted addendum No. 1. to the second amended Intergovernmental Agreement for the NCCWC to add the City of Gladstone as a member of the NCCWC effective on August 17, 2005.

March 2018 The NCCWC and their staff have been working on the third amended and restated Intergovernmental Agreement.

June 28, 2018 The NCCWC Board approved the third amended Intergovernmental Agreement as ready for separate review and approval by the governing bodies of each member.

July 17, 2018 The Oak Lodge Water Services District approved and signed Resolution No. 18-08 amending and restating the Intergovernmental Agreement for the North Clackamas County Water Commission.

July 25, 2018 Sunrise Water Authority approved and signed by Resolution the amended and restated Intergovernmental Agreement for the North Clackamas County Water Commission.

August 14, 2018 Gladstone City Council reviewed the amended and restated Intergovernmental Agreement for the North Clackamas County

Water Commission and with a unanimous Council vote adopted their Ordinance in one reading.

Background

The NCCWC Board recognized with potential future curtailments of water from the Clackamas and the changing water demands of the three current members the Intergovernmental Agreement needed to be retooled in order for the Commission to remain flexible and able to handle change into the future. In addition, the language regarding terminating membership and survivorship needed to be clarified, as did how water production costs would be charged to individual members in the future when the water might come from a variety of sources in addition to the Clackamas River. It was also anticipated the NCCWC may want to add members to the Commission in the future and this ability needed to be added to the IGA.

The NCCWC Board directed its staff to work on developing a draft IGA which was also reviewed by the attorneys representing each of the Commission members. The charge was to develop an IGA which would work for the Commission for at least the next twenty years. This involved trying to anticipate situations which could present themselves to the Commission and to craft language and processes embedded within the IGA which would allow the members to solve future problems, even ones not foreseen. The iterative draft and review process by all members have made for a flexible and strong IGA. The draft IGA was presented for final review to the NCCWC Board on June 28, 2018 before being sent for separate review and approval by each member's governing body.

The OLWS Board approved and adopted the final agreement by Resolution at its July 17, 2018 Board meeting, and Sunrise Water Authority's Board of Directors likewise approved it at their Board meeting on July 25, 2018. These approvals became effective as of the time they were given. However, the respective parties' attorneys, including Eileen Eakins (OLWS' retained Counsel for this IGA), concur that because the IGA effectively reconstitutes the NCCWC as an intergovernmental entity, ORS 190.085 also requires that each party to the agreement ratify it by ordinance, which is then filed with the Oregon Secretary of State. The City of Gladstone passed their Ordinance on August 14, 2018 in one reading at the Council meeting. OLWS and Sunrise Water Authority likewise will adopt their Ordinances in two readings to ratify the approval of the new intergovernmental agreement.

Suggested Board Motion

"I move that the Board conduct the first reading of Ordinance No. 18-02 by title only and conduct a public hearing, on Ordinance No. 18-02 ratifying Resolution No. 18-08 and approving an Intergovernmental Agreement to reconstitute the North Clackamas County Water Commission."

Attachments

1. Ordinance No. 18-02—Ratifying Resolution No. 18-08 and approving an Intergovernmental Agreement to Reconstitute the North Clackamas County Water Commission after the Second Reading.
2. Attachment A: Amended and Restated Intergovernmental Agreement for the North Clackamas County Water Commission (Commission Approved Version 06-28-2018)

ORDINANCE NO. 18-02

AN ORDINANCE RATIFYING RESOLUTION NO. 18-08 AND APPROVING AN INTERGOVERNMENTAL AGREEMENT TO RECONSTITUTE THE NORTH CLACKAMAS COUNTY WATER COMMISSION

WHEREAS, the Oak Lodge Water Services District (“the District”), Sunrise Water Authority, and the City of Gladstone [collectively, “the Members”] have a shared interest in developing and maintaining a common municipal water supply from the Clackamas River; and

WHEREAS, the Members and their predecessors in interest created the North Clackamas County Water Commission (NCCWC) pursuant to ORS 190.010 to ORS 190.250 to jointly manage their collective water rights for the purpose of supplying water to each entity’s customers, and to jointly construct and operate a water treatment plant to supply treated water for domestic use; and

WHEREAS, the Members mutually agreed to clarify, revise, and update the intergovernmental agreement that created the NCCWC to streamline operations and ensure good-quality, affordable water supply into the future; and

WHEREAS, the amended intergovernmental agreement includes substantive changes to the operation and governance of the NCCWC so as to effectively reconstitute the entity; and

WHEREAS, the District’s Board of Directors (“Board”) adopted a resolution approving the revised intergovernmental agreement by Resolution No. 18-08 in June 2018; and

WHEREAS, ORS 190.085 requires an agreement to create an intergovernmental entity to be ratified by ordinance of each party prior to the effective date of the agreement;

NOW, THEREFORE, the Board of Directors of the Oak Lodge Water Services District, hereby ordains as follows:

1. It is the intention of the Board to reconstitute the NCCWC and affirm its creation.
2. Resolution No. 18-08 is hereby ratified, and the intergovernmental agreement creating the NCCWC shall be effective immediately upon the effective date of this ordinance.
3. The NCCWC was and is created for the purpose of the joint management and operation of the water supply system serving the Members and their respective water customers.
4. The NCCWC shall have all the powers and obligations as described in the AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR THE NORTH CLACKAMAS COUNTY WATER COMMISSION, which is attached hereto as Attachment A and incorporated herein by this reference.
5. Not later than 30 days after the effective date of the intergovernmental agreement attached hereto, a copy of this ordinance shall be filed with the Oregon Secretary of State, together with

ORDINANCE RATIFYING INTERGOVERNMENTAL AGREEMENT

a statement containing the name of the intergovernmental entity created, the parties to the agreement, the purpose of the agreement and the effective date of the agreement.

FIRST READING: August 21, 2018

SECOND READING: September 18, 2018

PASSED this 18th day of September, 2018 with following vote:

_____ Aye

_____ Nay

Nancy Gibson, Board President

Attest:

Susan Keil, Secretary

ATTACHMENT A

AMENDED AND RESTATED AGREEMENT FOR THE
NORTH CLACKAMAS COUNTY WATER COMMISSION
(June 28, 2018)

ORDINANCE RATIFYING INTERGOVERNMENTAL AGREEMENT

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR THE
NORTH CLACKAMAS COUNTY WATER COMMISSION
(Commission Approved Version 06-28-2018)

This AGREEMENT is made by and among the Sunrise Water Authority (Sunrise), Oak Lodge Water Services District (Oak Lodge) and City of Gladstone (Gladstone), hereinafter collectively referred to as the Members.

RECITALS

WHEREAS, the Members recognize a continuing shared interest in developing and maintaining a common municipal water supply from the Clackamas River; and

WHEREAS, the Members and their predecessors in interest formed the North Clackamas County Water Commission (NCCWC) to construct and operate a water treatment plant (hereinafter, "the Site") for the purpose of supplying treated water for domestic use to the Parties using water rights assigned by the Parties to the NCCWC; and

WHEREAS, the Members desire to fully develop the resources of the NCCWC for their mutual benefit while operating its facilities to provide high quality, low-cost drinking water for sale to and distribution by the Members as equitably and efficiently as possible;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Members hereby restate the Intergovernmental Agreement for the North Clackamas County Water Commission and agree as follows:

SECTION 1: GOVERNANCE

1.1 General Powers. The NCCWC shall be vested with all rights and duties authorized under law including, but not limited to, Oregon Revised Statutes (ORS) Sections 190.003 through 190.250 and all applicable ordinances, resolutions, regulations, rules, orders, and state and federal laws which are necessary or desirable to efficiently and effectively develop, protect, preserve and enhance the water and water sources allocated to the NCCWC now or in the future.

The NCCWC shall perform such further duties as may be required of it by this Agreement and shall have all powers necessary and incidental to the execution of its specific duties and those authorities granted to it under law, including (but not limited to) the following:

- (i) Sell, purchase, or trade water, and to set all relevant rates and charges in the execution of those activities.
- (ii) Construct, operate, maintain, repair, replace and enhance the treatment facilities, pipes, tanks, pumps, reservoirs and other assets needed to deliver the desired quantities of water to the Parties and to periodically monitor the quality of the water delivered.

- (iii) Purchase or lease property, goods, and services, and incur debt secured by revenues.
- (iv) Purchase, own, hold, appropriate, lease, and condemn land, facilities, and rights of way in the name of the NCCWC.
- (v) Receive, preserve, protect and hold water rights, and sell or transfer water rights in excess of those needed to fully serve the Members.
- (vi) Issue, sell or otherwise dispose of revenue bonds, securities and other forms of indebtedness subject to the limitation that no form of debt may encumber the real property comprising the Site, the water treatment works or any of the water rights held by the NCCWC for use at the Site without the express written consent of the Parties, except as otherwise provided in this Agreement.
- (vii) Lease portions of land and other assets for the construction, maintenance and operation of communications antennas and facilities, the siting of energy transmission facilities and other similar public or private use.
- (viii) Commence, defend, or participate as a party in legal proceedings, administrative proceedings and legislative proceedings related to the availability, quality and quantity of water for domestic municipal use, standards for the treatment of drinking water and proposed development that may affect the quality, quantity or availability of water to be treated by the NCCWC.
- (ix) Hire a general manager to perform duties as determined by the Board, establish personnel positions and job classifications, adopt personnel rules, and execute professional service agreements for the purpose of carrying out the daily operations of the NCCWC.
- (x) All other activities incidental to the services provided under this Agreement and approved by the Board of Directors.

1.2 Membership. Membership in the NCWCC shall initially include: (1) Oak Lodge Water Services District; (2) Sunrise Water Authority; and (3) the City of Gladstone (collectively, "Members"). Members shall share the common purpose of (among other functions) the sale and delivery of municipal drinking water to customers within the jurisdictional boundaries of each Member entity.

1.3 Board of Directors. The NCCWC shall be governed by a five (5)-member Board of Directors (Board), composed of two (2) directors from the Board of Commissioners of Oak Lodge, two (2) directors from the Board of Commissioners of Sunrise, and one (1) director from the Council of the City of Gladstone.

- (i) The composition of the Board may be altered in response to a change in the

membership of the NCCWC as provided in Section 6, or by unanimous vote of the entire Board.

- (ii) Directors must be elected or lawfully appointed officials of the governing body they serve. Each Member organization shall annually appoint its representative(s), who will serve for one (1) fiscal year beginning July 1 of a given calendar year and extending to June 30 of the following calendar year, unless they are removed or resign from the Board.

Directors serve at the pleasure of the respective organization appointing them and may be removed from the Board by that organization at any time for any reason. Upon disqualification, removal, incapacitation, or resignation of a Director from the Board, the organization that appointed that Director shall immediately select a qualified replacement to serve the remainder of the term.

- (iii) The Board shall annually elect a Chair and Vice-Chair from among its members at the Board's first meeting following July 1 of each year. The Chair position shall be filled on a rotating basis to allow equal and periodic representation by each Member. The Chair shall preside over meetings. The Vice-Chair shall serve in the absence or recusal of the Chair. The position of Vice Chair shall be held by a Director who represents a Member not represented by the Chair.

In the event of the absence or recusal of the Chair and Vice Chair, the Directors present at a meeting shall elect a Chair Pro-Tem to preside at the meeting.

- (iv) The Chair and Vice-Chair (or Chair Pro-Tem) shall have signatory authority for the NCCWC as approved by the Board.
- (v) The Board may adopt bylaws and policies of procedure governing the conduct of any NCCWC business or transaction authorized by this Agreement or the conduct and proceedings of any NCCWC meeting, and the Board may use such bylaws or policies to delegate any of its duties to the General Manager.

1.4 Meetings and Voting. Meetings of the NCCWC shall be conducted in accordance with the provisions of the Oregon Public Meetings Law applicable to the Members. Regular meetings of the Board shall be scheduled and held on a quarterly basis. Special meetings may be scheduled as necessary to timely conduct NCCWC business. Regular meetings may be cancelled or rescheduled by a vote of the Board, or by the Chair, upon a determination that the scheduled meeting will not be a prudent use of the NCCWC's resources. The requirements of the law may be supplemented by ordinance or resolution as the NCCWC finds necessary or convenient for the conduct of its business.

- (i) The time and place of meetings shall be established by the Board and shall be in a place readily accessible to the public.
- (ii) At least three (3) Directors shall be present at any meeting of the NCCWC to satisfy the requirement of a quorum.

- (iii) Each Director, including the Chair and Vice Chair (or Chair Pro-Tem), shall have one (1) vote on any matter coming before the Board.
- (iv) Unless otherwise established in writing or by law, and except as provided in this Agreement, the Board may approve any motion, measure, resolution, or ordinance binding the NCCWC only by an affirmative vote of a majority (i.e., at least three Directors) of the entire Board.
- (v) Reports may be received and testimony taken in absence of a quorum but no vote or action may be taken in the absence of a quorum other than to open and close the meeting and to declare the absence of the quorum.
- (vi) Minutes of all Board meetings shall be kept consistent with ORS 192.650, regardless of the presence of a quorum.
- (vii) All records of the NCCWC, regardless of form, shall be subject to all applicable portions of Oregon's Public Records Laws applicable to the Members.

SECTION 2: MANAGEMENT & FINANCE

2.1 General Manager and Other Employees. The Board of Directors shall hire a General Manager to administer the day-to-day operations of the NCCWC. The General Manager will serve at the pleasure of the Board and will organize meetings and other functions of the Board as directed.

- (i) The General Manager shall have the authority to purchase goods, services and capital equipment and other items as approved by the Board.
- (ii) The General Manager may hire, administer, and fire other employees required in the execution of the duties of the NCCWC. In so doing, the General Manager shall develop and maintain employment rules and policies approved by the Board.
- (iii) The administrative office of the NCCWC shall be located at a place approved by the Board of Directors.

2.2 Budgeting and Accounting. The NCCWC shall prepare and approve a budget for operating its facilities for the upcoming fiscal period, consistent with the requirements of ORS 294.900 to 294.930. It shall distribute the budget to each Member not later than ninety (90) days prior to the commencement of the next fiscal period.

- (i) Each Member's apportioned share of the cost of operation and maintenance, together with prudent reserves for contingencies, capital improvements, and repairs and replacements shall be estimated by the NCCWC and included in the rates and charges imposed under Section 2.3 of this Agreement.
- (ii) The budgeted costs shall be used to establish a projected price of water based on

projected demand (i.e. use) from the NCCWC by all Members. Following the close of each fiscal period, a “true-up” will be established to reconcile the projected and actual cost of water. Any resulting reimbursement (or surcharge) owed to the Members shall be paid (or collected) within sixty (60) days of written notice to the Members, unless approved otherwise by the Board.

- (iii) The NCCWC shall maintain budget control procedures and provide periodic financial reports to the Members detailing cash flows, bank reconciliations and other financial data so authorized by the Board of Directors. The Board shall also authorize an annual audit of the financial records of the NCCWC subject to the Oregon Municipal Audit Law, ORS 297.405 et seq. The audit shall be performed by a certified public accountant licensed to do municipal auditing in the State of Oregon and shall be completed within six (6) months of the end of the fiscal period (or more frequently as required by law).
- (iv) The NCCWC’s fiscal period shall typically commence on July 1 of each calendar year and extend through June 30 of the following calendar year. Unless prohibited by law, the Board may approve the use of alternative fiscal periods (e.g., biennial periods).

2.3 Rates and Charges. The Board shall set rates and charges to properly fund the financial requirements of the NCCWC. Rates shall, at a minimum, be set to cover all approved direct and incidental operating expenses, including (but not limited to) personnel, electricity, chemicals, equipment, vehicles, laboratory services, regulatory compliance, reporting, legal services and any other approved cost for operations. Rates or other charges shall also be sufficient to cover any debt service, maintenance of facilities, capital improvements, renewal and replacement, reserves, or other expenses approved by the Board.

- (i) In setting rates, the Board shall generally apply the principles of cost of service (see AWWA M1 Manual) based on production or other factors deemed relevant by the Board, plus any specific costs for delivery to key points established by each Member.
- (ii) Rates will be examined on a periodic basis (in association with budgeting) and adjustments made as approved by the Board. If revenues exceed the required cost of service, an operating reserve shall be funded until it reaches an established maximum, at which time the excess shall be refunded to the Members pro rata based on the volume of water purchased. If rates are insufficient to meet the approved cost, Members shall be similarly surcharged pro rata to make-up any shortfall based on the volume of water purchased (or required).
- (iii) The Board may further establish system development charges and other fees and charges as allowed by law, to address the cost of future capital improvements or reimbursement for the use of existing infrastructure (i.e., assets and facilities owned by the NCCWC).
- (iv) The Members shall be billed monthly based on metered consumption and shall pay each bill within thirty (30) days of receipt. If a Member fails to pay any

amount due within ninety (90) days of receipt of a bill, except for any amount the Member disputes, such failure shall be deemed a breach for purposes of Section 6.4. If a Member disputes any amount of a bill, the disputed amount shall be resolved by the Members pursuant to Section 8.

- 2.4 Issuance of Debt. When authorized by unanimous vote of the Board, and approved by the governing body of each Member, the NCWCC may issue revenue bonds under ORS 288.805 to 288.945 as allowed under ORS 190.080 and as deemed necessary by the NCCWC for financing of system improvements, major equipment, land or other fixed assets. As part of the ordinance or resolution authorizing the issuance of revenue bond debt by the NCCWC, the ordinance or resolution shall specify the joint and several liabilities and obligations of the Members as set forth in ORS 190.080 (3).

If there are debt obligations outstanding, the Board shall maintain the rates and charges to generate revenue in an amount that at least meets the required debt service on any outstanding debt obligations, along with all approved direct and incidental operating costs and any renewals and replacements or reserves as approved by the Board.

SECTION 3: ASSETS & FACILITIES

- 3.1 Assets of the NCCWC. The assets of the NCCWC include the real property and improvements located at 14725 S. Clackamas River Drive, Oregon City, Oregon; water rights held by the NCCWC; bank accounts, money, investments, securities or other financial instruments of value held by the NCCWC; and any other tangible items owned or later acquired by the NCCWC.

- (i) The real property is described as Tax Lot ID 25 2E 16D TL 2400 (5.0 acres), Tax Lot ID 25 2E 16D TL 220 (9.7 acres) and all relevant rights of way and easements (collectively, “the Site”).
- (ii) The improvements at the Site include the river intake, headworks, screens, slow sand and membrane treatment plants, pipes, pumps, blowers, roadways, generators, and other related equipment and machinery.
- (iii) Through prior agreement, Gladstone and Oak Lodge assigned water rights to the NCCWC and Sunrise. The NCCWC holds 46.43 cfs (30 million gallons per day “mgd”) of those rights and Sunrise holds 29.3 cfs (18.9 mgd) of those rights.
 - a. The NCCWC’s water rights include 38.7 cfs (25 mgd) under Permit S-35297; 4 cfs (2.6 mgd) under Certificate 79828; 1.73 cfs (1.1 mgd) under Permit S-43170; and 2 cfs (1.3 mgd) under Permit S-46120.
 - b. Sunrise’s share includes 23.3 cfs (15 mgd) under Permit S-35297 and 6 cfs (3.9) mgd under Permit S-46120.
- (iv) The other tangible assets of the NCCWC include bank accounts, cash and investments, along with a variety of other fixed assets such as vehicles, electronic devices, and other capital equipment or property, owned by the NCCWC.

- a. The financial records of the NCCWC shall maintain a list of all fixed assets with a value greater than a threshold set by the Board. Any such fixed assets may not be disposed of or sold without express approval of the Board. The Board shall periodically establish and update policies for the disposal of any such assets or other property or equipment owned by the NCCWC.

3.2 Facilities of Common Interest. The Members agree there are various facilities of common interest owned by a respective Member that may be used in the operation and delivery of water by and for the NCCWC. These facilities include (but are not limited to) Oak Lodge's 24-inch transmission main, Valley View Reservoir, and pump station (from Clackamas River Water) and Gladstone's 27-inch transmission main. The facilities of common interest may be used by any Member, as needed, subject to a fee (cost of service) being paid to the owner for its use. The owning Member, however, retains absolute ownership and control over such facilities, including its maintenance and operation, subject to the terms of this section:

- (i) Each Member shall be responsible for maintaining and operating its respective facilities in a manner consistent with the objectives of this Agreement. No facility shall be modified, removed, or allowed to deteriorate in any way that will substantially impair the supply of water to other Members under this Agreement. Any violation under this subparagraph shall be deemed a breach under paragraph 6.4 of this Agreement.
- (ii) If a facility or improvement of common interest is to be sold, transferred, or retired, the owning Member shall notify the NCCWC of its intent in writing at least ninety (90) days prior to being irrevocably committed to the sale, transfer, or retirement. In the event of a planned sale or transfer, any other Member shall have thirty (30) days from the date of such notice to exercise a right of first refusal to purchase the property to be sold or transferred on terms no less favorable than those offered to a prospective purchaser or transferee. The Member initiating the sale or transfer shall so stipulate in writing to any prospective purchaser or recipient. In the event of a planned retirement of property, any other Member shall have thirty (30) days from the date of such notice to exercise a right to purchase the property at fair market value as determined by an appraiser obtained by the purchasing Member, or on other terms mutually agreed to by the Members that are parties to the transaction.
- (iii) Unless established otherwise under this Agreement, the distribution systems, transmission lines, reservoirs and other appurtenances owned by each of the Members are not of common interest and hence not subject to any terms or condition of this Agreement.

SECTION 4: WATER SUPPLY & CAPACITY

4.1 Supply Capacity. The Members share a treatment plant facility with a design (peak hour) production capacity of approximately 20 mgd. The actual available capacity of the plant, however,

may be limited by a variety of operational constraints, including river turbidity and flow, water temperature, intake conditions, cleaning and other factors.

- (i) The available capacity of the NCCWC plant (at any given time) is shared among the Members based on the following percentages: 10% for Gladstone; 42% for Oak Lodge; and 48% for Sunrise.

4.2 Supply Planning. The Board shall adopt and maintain a five (5) year projection of future demand from the NCCWC, after considering the annual total volume and annual peak day demand projected by each Member. The Board shall, in turn, authorize the General Manager (or other person or entity) to develop a supply strategy for the projected demand adopted by the Board through deliveries from the NCCWC treatment plant or other supply contract(s) so approved by the Board. The supply strategy shall optimize to the extent practicable the most cost-effective use of the NCCWC treatment plant and provide the overall least cost of water to each Member from all available sources, including conservation and management of unaccounted water loss (as required by law).

- (i) In meeting the annual volume and peak day demand of the Members, the allocation of available supply from the NCCWC treatment plant to any particular Member shall not exceed that Member's percent allowed, as prescribed in 4.1(i), unless a surplus exists because of underutilization by one or more of the other Members.

- (ii) The five (5) year projection of demand and coordinated supply strategy shall be periodically updated, as directed by the Board.

4.3 Curtailment or Emergency Events. If for any reason the availability of water at the river intake or overall production capacity of the treatment plant is curtailed or diminished at any time, the maximum available supply to each Member from the plant shall be reduced on a pro rata basis (equal percentage). The NCCWC may purchase or obtain water from any other sources to meet the immediate needs of the Members, as allowed by law and approved by the Board.

4.4 Expansion of Capacity. At the time of entering into this Agreement, Sunrise owns the right to purchase and install additional membrane modules in the existing treatment plant at its own expense to increase the overall production capacity of the plant. Any Member (or Members) may seek Board approval for additional expansion of the production capacity of the treatment plant to be done at the expense of the Member (or Members) making such expansion and on such other terms as the Board specifies, provided that no such additional expansion shall be allowed for the purpose of sale of water (i.e. wholesale) to parties outside the NCCWC without the unanimous approval of the Board. Upon completion of any expansion, the Board shall recalculate the Members' equivalent percentage of available capacity accordingly, by written amendment to this Agreement. Each Member's respective capital contribution for an expansion shall be considered in the event of withdrawal pursuant to 6.2(iii), or dissolution pursuant to 6.5.

SECTION 5: METERING AND OUTSIDE SALES

- 5.1 Separate Metering of Treated Water. The amount of water used by each Member shall be metered at the point of entry into the separate water system of each Member. Each Member shall provide, at its expense, a meter or meters of a type and pattern approved by the Board. The meter shall be located on the transmission line of the Member as near as practicable to its connection with the transmission facilities of the NCCWC.
- (i) Each Member shall be responsible for maintaining its meters in good working condition and shall continuously measure the water provided to the Member by the NCCWC. Employees or agents of the NCCWC shall have access to the meters at all times for purposes of inspection and verification of operation and accuracy. Each Member shall independently check and read its meters on a schedule prescribed by the NCCWC and shall furnish those readings to NCCWC as requested by the Board.
- 5.2 Sale of Water to Other Entities. The NCCWC may sell any portion of available water to a non-Member entity, provided such sale does not restrict or interfere with the deliveries planned among the Members, as set forth under section 4.2, and is otherwise consistent with Oregon law.
- (i) The Board shall approve the price of water under such sales and may include any additional charges, including a rate of return, separately from those prescribed under Section 2.3.
 - (ii) The delivery of such water may require the use of transmission lines, reservoirs or other improvements independently owned by a Member and may be subject to charges imposed by the owner of that improvement or facility. Such fees shall be established by the Member owning that improvement or facility using principles of cost of service (see AWWA M1 Manual) based on production or other factors deemed relevant by the Member, plus any specific costs for delivery to key points established by the Member.

SECTION 6: CHANGE IN MEMBERSHIP & DISSOLUTION

- 6.1 Adding a Member. The NCCWC may accept new members through written application and approval by each of the then-existing Members. The application shall, at a minimum, include a demonstration of the benefits of participation in the NCCWC, a long-term water supply and demand plan, list of planned contributed fixed assets, water rights or other items of value, and demonstrated financial capacity and ability to invest in the NCCWC, along with any other reasonable information requested by the Board.
- (i) Any application for new membership must be received a minimum of three (3) years prior to the time at which the prospective member expects to receive water from the NCCWC.
 - (ii) New members must agree to abide by this Agreement as well as other governance frameworks, management, and operational requirements adopted by the NCCWC

as well as any other additional terms and conditions NCCWC deems necessary to preserve the fair and equitable treatment of its existing Members, including recoupment of a portion of any prior investment made by the existing Members of the NCCWC that would provide benefit to the new member.

- (iii) The Board shall make a decision regarding an application for membership within a period of one year following the completed application and in no case less than two years prior to the proposed date for membership.
- (iv) Upon approval of a new member under this Section, the Board shall modify the composition of the Board to include the new member, which shall be entitled to one Director unless otherwise determined by the Board. The new Member shall select its representative(s) for the Board as provided in Section 1.3(ii).
- (v) New members may only be added at the beginning of a fiscal year and upon approval shall accept all relative costs and financial responsibilities assigned and assumed by membership in the NCCWC at the start of that fiscal year.
- (vi) The Board may modify any stated time period in this section by unanimous vote.

6.2 Voluntary Withdrawal. Any Member or Members may elect to voluntarily withdraw from the NCCWC at any time. Notice of such withdrawal (“Withdrawal Notice”) shall be given in writing to all Members at least two (2) years prior to (but not more than four (4) years before) the proposed effective date of withdrawal (“Withdrawal Date”), unless allowed by court order. Upon the Withdrawal Date, a withdrawing Member shall cease to be a Member for all purposes under this Agreement.

- (i) Upon issuance of a Withdrawal Notice, a withdrawing Member shall continue to be responsible for any and all financial commitments owed as part of the NCCWC until the Withdrawal Date, including its portion of budgeted operating costs. Neither the withdrawing Member’s price for water (unless such a price change is part of an existing cost of service methodology) nor its relative percentage of ownership in the fixed assets of the NCCWC shall change until the Withdrawal Date and subject to a Withdrawal Plan as described herein.
- (ii) Within ninety (90) days of the Withdrawal Notice, a withdrawing Member shall deliver to the Board a written plan for withdrawal, including proposed buyout of ownership of fixed assets and projection of water demand through the Withdrawal Date (“Withdrawal Plan”). The purpose of the Withdrawal Plan shall be to separate only those assets of the withdrawing Member that are not necessary for the operation of the remainder of the NCCWC’s assets. The Withdrawal Plan may also include any request for the future wholesale purchase of water from the NCCWC.
 - a. The Members shall have up to one (1) year following the delivery of a Withdrawal Plan to negotiate and to finalize the terms of the Withdrawal Plan.
 - b. If the Members are unable to mutually agree on a final Withdrawal Plan within

the time period stated above, the Members shall use the Dispute Resolution process in Section 8 to develop a final Withdrawal Plan, except that, in addition to or in lieu of a mediator in Step 2 of that process, the Members shall engage a third-party engineer or other technical expert to resolve disputes over which assets are necessary for the operation of the remainder of the NCCWC's assets after the withdrawal.

- (iii) Upon withdrawal of any Member, the debt associated with any co-owned assets shall be assigned to and assumed by the withdrawing Member in a manner consistent with the agreement between the Members. Such ownership interest shall be determined by the respective capital contribution associated with purchase or construction and installation of the asset, unless agreed otherwise by the Members.
- (iv) A Member submitting a Withdrawal Notice may revoke such notice at any time prior to the stated Withdrawal Date, but shall be liable for all legal and administrative costs directly incurred by the NCCWC in connection with the Withdrawal Notice.

6.3 Consolidation, Merger, or Annexation. One or more of the Members may undergo organizational change through consolidation with another Member in the NCCWC, merger with or annexation by a non-Member entity, or other organizational change allowed by law.

- (i) Consolidation or merger of any Members within the NCCWC shall combine the collective rights and obligations of the individual Members into the consolidated, surviving, or successor entity, including the voting representation among the Board. Notwithstanding any contrary provision in this Agreement, if such consolidation creates a majority on the Board by a single Member, the remaining Members may choose to dissolve or reorganize the NCCWC. Dissolution shall follow the procedures prescribed in Section 6.5 below.
- (ii) Any Member that effects a merger or consolidation with, or annexation to or by, a non-Member entity shall, to the extent practicable, ensure that the rights and obligations of the Member under this Agreement are assumed by the surviving or successor entity, including the Member's interest in or responsibility for, if any, NCCWC assets, liabilities, and the Member's voting representation on the Board. If a Member enters into an urban services agreement with a non-Member city, the Member shall ensure the urban services agreement expressly recognizes, and does not impair, the Member's ability to perform its obligations under this Agreement.

6.4 Remedies for Breach. The Board, or a Member alleging that the Board or another Member materially has breached this Agreement, shall give written notice to the party alleged to have breached, with a copy to the other parties to this agreement. The Members shall make diligent good faith efforts to resolve the dispute within thirty (30) days. If the Members are unable to resolve the dispute they shall proceed to dispute resolution as provided in Section 11. If the alleged breach is not resolved or the breaching party fails to effectuate the cure

as agreed the Board or Member alleging the breach may seek all remedies available by law or in equity, which may include but are not limited to, the remedy of specific performance, injunction, rescission, or damages.

The Members agree that monetary damages alone are an inadequate remedy and agree to waive any and all rights to object to specific performance or injunction as a remedy. In the event the non-breaching Member waives its right to seek specific performance or an injunction as a result of a breach by a Member, the Member may seek all damages as provided by law. The Members further agree that in the event of removal of a Member due to breach, the Member in breach shall assume its share of debt associated with any co-owned assets, which share of debt shall be calculated as provided in 6.2. The remedies available for breach as stated herein shall be cumulative and shall not restrict any remedy that is available to a Member by law or in equity.

6.5 Dissolution. The Board may, by unanimous vote, recommend to the Members that NCCWC be dissolved. In so doing, the Board shall propose a plan to wind down the business affairs of NCCWC (“Dissolution Plan”), including disposition, division and distribution of NCCWC assets, provided that all water rights shall be assigned as provided below unless otherwise unanimously agreed by the Members. Dissolution must be approved by the governing body of each Member. Subject to the foregoing, the Dissolution Plan shall provide for the assignment of water rights to the Members such that the 48.9 mgd of water rights referenced in 3.1(iii) is assigned as follows:

- (i) Gladstone is assigned 8.9 mgd of the water rights,
- (ii) Sunrise is assigned 22.5 mgd of the water rights, and
- (iii) Oak Lodge is assigned 17.5 mgd of the water rights.

SECTION 7: INDEMNIFICATION & INSURANCE

7.1 Indemnification. To the extent permitted by the Oregon Constitution and laws of the State of Oregon, the NCCWC agrees to defend, indemnify and hold Members harmless from and against any and all actual or alleged claims, damages, expenses, costs, fees, including but not limited to attorney, accountant, paralegal, expert witness fees, fines, environmental costs and/or penalty (collectively “costs”), which may be imposed upon, claimed against, or incurred or suffered by one or more of the Members and which, in whole or in part, directly or indirectly arise from the following, unless and to the extent it was resulting from an individual Member’s act or omission:

- (i) Any act or omission of the NCCWC;
- (ii) Any use, occupation, operation or control of the NCCWC treatment plant and its water delivery facilities;
- (iii) Any triggering environmental event for which the NCCWC is responsible, including without limitation, any injury or damage therefrom; and

- (iv) Any breach, violation, or nonperformance of the NCCWC's obligations under this Agreement. This indemnity shall extend to each participating Member's directors, officers, employees, agents, invitees and contractors.
- 7.2 Insurance. At all times, the NCCWC shall maintain, at minimum, insurance coverages for general liability, automobile, and Worker's Compensation, in amounts as recommended by its insurance provider(s).
- 7.3 Attorney's Fees. If legal action is required to enforce this Agreement or any portion hereof, the prevailing Member shall be entitled to recover from the other Member or Members its reasonable legal costs for such action, including but not limited attorney's fees incurred at trial or upon appeal.

SECTION 8: DISPUTE RESOLUTION

- 8.1 Dispute Process: If a claim or dispute arises between the Board and a Member or among two or more Members ("disputing parties") relating to this Agreement, the disputing parties shall attempt to resolve such claims or disputes using the following procedures:
 - (i) Step 1: Executive Negotiation. Authorized Representatives assigned by each disputing party shall meet at mutually agreed time(s) and place(s) to resolve the dispute through negotiations. If resolution is not achieved within 30 days, the disputing parties shall move to mediation.
 - (ii) Step 2: Mediation. If executive negotiations are unsuccessful, the disputing parties shall participate in mediation. The disputing parties shall attempt to agree on a mediator within 14 days. If they cannot agree, an application shall be made (by one of the disputing parties) to the Arbitration Services of Portland Oregon for selection of a mediator. If mediation does not result in resolution within 60 days of the mediator's appointment, the disputing parties may then declare an impasse and proceed to litigation.
 - (iii) Step 3: Litigation. If mediation is unsuccessful, the disputing parties may exercise all rights and remedies each may have under the contract or by law in the Clackamas County Circuit Court, or in the U.S. District Court located in Portland, Oregon, if federal jurisdiction applies.

SECTION 9: GENERAL PROVISIONS

- 9.1 Covenant of Good Faith. At all times the Members shall have a duty of good faith and fair dealing with respect to the terms and obligations of this Agreement.
- 9.2 Prior Agreements. This Agreement supersedes all prior agreements and amendments among the Members relating to the subject matter. All prior agreements, discussions and understandings among the Members are merged in the terms of this document and no Member has relied upon representations of another Member or the NCCWC except as

expressly set out in this Agreement or documents referred to in it. Any and all other contracts, leases, options, applications, permits, notes, bonds, intergovernmental agreements and obligations of any kind undertaken by the NCCWC or its Members prior to the effective date of this Agreement not directly related to this Agreement shall remain in full force and effect and be undisturbed by the substitution of this Agreement for any prior agreements.

- 9.3 Assignment, Sale or Transfer. Except as provided in Section 6.2 or 3.2.ii, no Member may sell, transfer or assign all or a portion of its interest in this Agreement without prior unanimous consent of the Board and their unanimous consent to any necessary amendments to this Agreement necessitated by sale, transfer or assignment of that interest in this Agreement. Such consent shall not unreasonably be withheld.
- 9.4 Severability. If any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the remaining provisions contained herein shall remain in full force and effect. The NCCWC and its respective Members agree to negotiate in good faith to achieve the purposes of this Agreement if a provision is found to be invalid, illegal or unenforceable.
- 9.5 Force Majeure. Except with respect to the obligation to pay money under this Agreement, neither the NCCWC nor any Member shall be considered in breach in the performance of their respective obligations under this Agreement to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or in the future, which is beyond the reasonable control of the affected Member, including, but not limited to, Acts of God, earthquake, drought, labor disputes, civil commotion, war, acts of terrorism and similar events. In the event a Member claims that performance of its obligations was prevented or delayed by any such cause, that Member shall promptly notify the Board or the other applicable Member(s) of the circumstance preventing or delaying performance. The Member claiming a cause of delayed performance shall endeavor to the extent reasonable to remove any obstacles that preclude performance.
- 9.6 Survival of Covenants. Any provision of this Agreement which, by its terms has or may have application after the expiration or earlier termination of this Agreement, including all covenants, agreements, and warranties, shall be deemed to the extent of such application to survive the expiration or termination of this agreement.
- 9.7 Notices. Any notice to be given shall be given in writing. Notice shall be effective when received. Notice may be given by hand delivery, by electronic transmission, by messenger service or United States mail. All such notices shall be sent to:

Oak Lodge Water Services
14496 SE River Rd.
Oak Grove, OR 97267

Sunrise Water Authority
10602 SE 129th Ave.
Happy Valley, OR 97086

City of Gladstone
525 Portland Avenue
Gladstone, OR 97027

///

- 9.8 Execution of Counterparts. This Agreement may be executed by the Members in separate counterparts. The Agreement shall be made when each Member has executed a counterpart.
- 9.9 Effective Date. The Effective Date of this Agreement shall be the latest date each of the Members has executed the Agreement as indicated in the signature block below.

IN WITNESS WHEREOF, the Members have, pursuant to the official action of their governing bodies duly authorizing the same, caused their respective officers to execute this instrument.

OAK LODGE WATER SERVICES

By: Nancy Yeln
Title: BOARD PRESIDENT
Date: 7-17-2018

SUNRISE WATER AUTHORITY

By: [Signature]
Title: Board Chair
Date: 7.25.2018

CITY OF GLADSTONE

By: [Signature]
Title: Mayor
Date: 8/14/18



Backflow Device Testing and Repair Contract

To: Board of Directors
From: Todd Knapp, Operations Manager Field
Agenda Item: Backflow Device Testing and Repair
Item No.: 7
Date: August 21, 2018

Action Requested

Authorize the General Manager to enter into an agreement for backflow testing, repair and replacement services with Cascadia Backflow.

History

The District hired Dave Seifert to run the District's Cross-Connection Program back in 2011, at that time the program had 65 percent compliance with devices being routinely tested. 100 percent seemed impossible to achieve. He has worked hard to increase the compliance and through researching what other entities have found and has gradually improved compliance for OLWS Cross-Connection Program.

Background

Backflow device testing is required annually by the State because failed backflow devices can contaminate water distribution systems. Proof of the annual test is sent by the tester to the District. Not every customer in our District has a backflow device; however, all customers could become impacted should contamination of OLWS distribution system occur.

Much of the time spent on the cross-connection program is the tracking the tests and repairs along with educating our customers on why they need a backflow device. Furthermore, once they have the device, educating the customers about the importance of having them tested annually. Communications then occur regarding the consequences for non-compliance in any aspects of the cross-connection program such as shutting off their water; however, some still choose to simply ignore the notices.

After many discussions and researching how other water purveyors deal with this common problem, Dave began with the notion of having a contractor do both testing and repair work for those customers who were non-compliant, and the complete vendor cost of the work was then added to the customer's water bill to pay. Staff went through

an RFP process to find a contractor with the appropriate mix of experience and certifications to do the work effectively for the least cost. There were three respondents to the RFP and Staff is recommending a four-year contract with Cascadia Backflow.

Fiscal Impact

None

Suggested Board Motion

“I move to approve our General Manager to sign a Backflow assembly testing, repair and replacement Services Agreement with Cascadia Backflow.”

Attachments

1. OLWSD Contract with Cascadia Backflow
2. Exhibit A (Contractor Fee Schedule)



**BACKFLOW ASSEMBLY TESTING, REPAIR,
AND REPLACEMENT SERVICES
AGREEMENT WITH
OAK LODGE WATER SERVICES DISTRICT**

THIS AGREEMENT, by and between Oak Lodge Water Services District, a special district formed under the authorization of ORS 264 and ORS 450, hereinafter called "District" and Cascadia Backflow, located at 16869 SW 65th Ave #9 Lake Oswego OR 97035, whose authorized representative is Michael Stimpson, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, the District's Fiscal Year 2018-2019 budget provides for the Backflow Assembly Testing, Repair, and Replacement; and

WHEREAS, the accomplishment of the work and services described in this Agreement is necessary and essential to the backflow program of the District; and

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

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

1. Contractor's Scope of Services

The Contractor shall perform professional plumbing services relevant to the Project in accordance with the terms and conditions set forth herein, and as provided in Exhibit A, which is attached hereto and by this reference made a part of this Agreement.

2. Effective Date and Duration

This agreement shall become effective upon the date of execution by the District and shall expire, unless otherwise terminated or extended, on June 30, 2022, whichever comes first. All work under this Agreement shall be completed prior to the expiration of this Agreement.

3. Contractor's Fee and Payment

A. Fee

District shall pay Contractor for services performed under this Agreement in accordance with the rates set forth in Exhibit A [*To be determined, based on structure and terms of successful proposal(s) and final negotiation with District*]

B. Payment Schedule

Payments shall be made upon receipt of billings based on the work completed. Billings shall be submitted by the Contractor periodically, but not more frequently than bi-weekly. Payment by the District shall release the District from any further obligation for payment to the Contractor for service or services performed or expenses incurred as of the date of the statement of services. Payment shall be made only for work actually completed as of the date of invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

C. Payment for Special Services

Only when directed in writing by the District and signed by both parties as an addendum to this Agreement, the Contractor shall furnish or acquire for the District the professional and technical services based on the hourly rate schedule as described in Exhibit A of this contract for minor project additions and/or alterations.

D. Cost Records

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

E. Contract Identification

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

F. Payment – General

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

the claim in this manner shall not relieve Contractor or its surety from obligation with respect to any unpaid claims.

4. Ownership of Plans and Documents: Records

- A. The District shall be furnished, at no additional cost, copies of all backflow tests performed, also copies of all permits and inspections by Clackamas County. Upon request by District, Contractor shall make available for inspection any field notes, design notes, and original drawings of the repair plans. The District shall have unlimited authority to use the materials received from the Contractor in any way the District deems necessary. Any use, re-use or alteration of any materials other than as contemplated by the applicable Scope of Services shall be at the District's sole risk, unless written permission has been received from Contractor prior to any such use.
- B. The District shall make copies, for the use of and without cost to the Contractor, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Contractor pursuant to this Agreement, and also make available any other maps, records, or other materials available to the District from any other public agency or body.
- C. The Contractor shall furnish to the District, copies of all maps, records, field notes, and soil tests which were developed in the course of work for the District and for which compensation has been received by the Contractor at no additional expense to the District except as provided elsewhere in this Agreement.

5. Assignment/Delegation

Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If District agrees to assignment of tasks to a subcontract, Contractor shall be fully responsible for the negligent acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by District of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and District.

6. Engineer is Independent Contractor

- A. The District's cross-connection specialist, or designee, shall be responsible for determining whether Contractor's work product is satisfactory and consistent with this agreement, but Contractor is not subject to the direction and control of the District. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 3 of this Agreement.
- B. Contractor is an independent contractor and not an employee of District. Contractor acknowledges Contractor's status as an independent contractor and acknowledges that Contractor is not an employee of the District for purposes of workers compensation law, public employee benefits law, or any other law. All persons retained by Contractor to provide services under this contract are employees or agents of Contractor and not of District. Contractor acknowledges that it is not entitled to benefits of any kind to which a District employee is entitled and that it shall be solely responsible for workers compensation coverage for its employees and all other payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or an administrative agency to be an employee of the District for any purpose, District shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of the agreement, to the full

extent of any benefits or other remuneration Contractor receives (from District or third party) as a result of said finding and to the full extent of any payments that District is required to make (to Contractor or to a third party) as a result of said finding.

- C. The undersigned Contractor hereby represents that no employee of the District or any partnership or corporation in which a District employee has an interest, has or will receive any remuneration of any description from the Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.
- D. If this payment is to be charged against Federal funds, Contractor certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his/her normal charge for the type of service provided.
- E. Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
- F. Contractor certifies that it currently has an appropriate business license or will obtain one prior to delivering services under this Agreement.
- G. Contractor is not an officer, employee, or agent of the District as those terms are used in ORS 30.265.

7. Indemnity

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

8. Insurance

Contractor and its subcontractors shall maintain insurance acceptable to District in full force and effect throughout the term of this contract. Such insurance shall cover risks arising directly or indirectly out of Contractor's activities or work hereunder, including the operations of its subcontractors of any tier. Such insurance shall include provisions that such insurance is primary insurance with respect to the interests of District and that any other insurance maintained by District is excess and not contributory insurance with the insurance required hereunder.

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

A. Commercial General Liability Insurance

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance AND Auto Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract and Product and Completed Operations. Such insurance shall be primary and non-contributory. The following insurance will be carried:

Coverage Limit General Aggregate AND Auto Liability - \$2,000,000 per occurrence and 3,000,000 in the Aggregate.

B. Commercial Automobile Insurance

Contractor shall also obtain, at Contractor's expense, and keep in effect during the term of the contract Commercial Automobile Liability coverage on an "occurrence" form including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

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

Out of State Contractors must provide workers' compensation coverage for their workers that complies with ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

D. Additional Insured Provision

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

E. Notice of Cancellation or Non-Renewal

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

F. Insurance Carrier Rating

Coverage provided by the Contractor must be underwritten by an insurance company or Pool deemed acceptable by the District. The District reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

G. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to the District. No contract shall be affected until the required certificates have been received and approved by the District. A renewal certificate will be sent to the address below at least 30 days prior to coverage expiration.

Certificates of Insurance should read "Insurance certificate pertaining to contract for (Description of Work). The District, its officers, directors and employees shall be added as additional insureds with respects to this contract. "Contractor insurance coverage is primary" shall be written into the description portion of certificate.

H. Primary Coverage Clarification

The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the District is excess and not contributory insurance in any for any reason regarding the insurance required in this section.

I. Cross-Liability Clause

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

Contractor 's insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without 30 days prior notice to District. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of District, in lieu thereof, a certificate in form satisfactory to District certifying to the issuance of such insurance shall be forwarded to:

Contract No. _____
District Attn: (Dave Seifert)
Business Phone: 503-353-4230
Business Fax: 503-653-0586
14611 SE River Road
Oak Grove, Oregon 97267

Such policies or certificates must be delivered prior to commencement of the work. Thirty days cancellation notice shall be provided District by mail to the name at the address listed above in event of cancellation or non-renewal of the insurance.

The procuring of such required insurance shall not be construed to limit Engineer's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss to the extent caused by negligence or wrongful acts in the performance of services with this contract.

9. Termination Without Cause

At any time and without cause, District shall have the right, in its sole discretion, to terminate this Agreement by giving notice to Contractor. If District terminates the contract pursuant to this paragraph, it shall pay Contractor for services rendered to the date of termination.

10. Breach and Remedy

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

11. Non-Waiver

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

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

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

District	Cascadia Backflow
Attn: Dave Seifert	Attn: Michael Stimpson
14496 SE River Road Oak Grove, Oregon 97267	Address: 16869 SW 65 th Ave #9 Lake Oswego OR 97035
Phone: 503-353-4230	Phone: 503-980-4806
Fax	Fax:
Email Address: dave@olwsd.org	Email Address: Michael.stimpson@cascadiabackflow.com

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

13. Merger

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

14. Force Majeure

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

a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

15. Non-Discrimination

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

16. Errors

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

17. Extra (Changes) Work

Only Field Operations Manager upon recommendation by the District's cross connection specialist may authorize extra (and/or change) work. Failure of Contractor to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

18. Governing Law

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

19. Compliance With Applicable Law

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

20. Conflict Between Terms

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

21. Access to Records

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

22. Audit

Contractor shall maintain records to help assure conformance with the terms and conditions of this Agreement, and to help assure adequate performance and accurate expenditures within the contract period. Contractor agrees to permit District, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to help assure the accurate expenditure of funds.

23. Severability

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

24. Complete Agreement

This Agreement and attached exhibit(s) constitute the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Engineer, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions.

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

OAK LODGE WATER SERVICES

Signature

Print Name & Title

Date

CONTRACTOR

Signature

Print Name & Title

Date

Exhibit A

Testing fee per device

Device Size	Testing fee
½"-2"	\$20
2 ½"-6"	\$30
6"-12"	\$40

Confined space entry fee \$25

Repairs and retests of devices billed at \$50 hr.- Billing to be billed in minute increments

Any repairs or replacements that need to be completed by a licensed plumber Cascadia will subcontract with plumbing company of their choice to get the work completed. Each job will be quoted, and a signed approval will be given before work can be completed.

Plumber will bill at \$135 hr.

Cascadia will add 10% to the quoted price of the plumbing company for being the general

No other fees or charges- such as fees to use any tools or equipment to complete the work



Staff Report

To: Board of Directors
From: Todd Knapp, Operations Manager Field
Agenda Item: Resolution No. 18-09 Establishing a Fee for Enrollment in Backflow Testing Program
Item No.: 8
Date: August 21, 2018

Action Requested

That the Board approve Resolution No. 18-09 which establishes a Fee for Enrollment in Backflow Testing Program.

Background

Obtaining full compliance has been a difficult endeavor but staff believes taking the cross-connection program to the next level of increasing compliance involves the idea of providing to our customers a simple, automatic method of testing and repairing their backflow devices in a proactive way. Staff are proposing a different, customer centric, efficient and effective way to getting the required tests completed and any repairs finalized. This new proposal would use the same vendor obtained through the RFP plus add on a new administrative fee for the increased work we are anticipating this program would involve.

The typical residential cost to have a device tested ranges from \$35 to \$100, what we are proposing is to use the District's contract coming in front of the Board in this staff report in order to obtain the set negotiated pricing OLWS would then give the customer the option to sign up and have the District automatically test their device each year, Oak Lodge would charge the customer the \$20 testing fee plus a \$2 admin fee for a total of \$22 a year to be enrolled in the program. This will ensure the devices are tested on time each year while protecting our water system, at the same time saving our customers' money.

Fiscal Impact

None, in fact we are proposing a small administration fee that will cover the extra time spent setting up and tracking

Suggested Board Motion

“I move to approve the adoption of Resolution No. 18-09 which establishes a Fee for Enrollment in Backflow Testing Program.”

Attachments

1. Resolution 18-09

**BEFORE THE BOARD OF DIRECTORS
FOR THE OAK LODGE WATER SERVICES DISTRICT**

Resolution No. 18-09

A Resolution Establishing a Fee for Enrollment in Backflow Testing Program.

WHEREAS, Oregon Administrative Rule 333-61-0070 and the Oak Lodge Water Services District (“the District”) Rules and Regulations Chapter 6.9 require all backflow prevention devices to be maintained and tested to protect the public water system;

WHEREAS, the District Rules and Regulations Chapter 6.9 require users or owners of the premises where backflow prevention devices are installed to cause testing of the backflow prevention devices to be performed by an Oregon State Health Division certified tester at least annually;

WHEREAS, the District may cause the testing and inspections of backflow prevention devices to be conducted by or on behalf of the District when the District deems necessary or when required by law;

WHEREAS, for the convenience of customers, the protection of the public water system, and pursuant to ORS 264.210, the District Board of Directors has authorized a voluntary program whereby users or owners of premises where backflow prevention devices are installed may request annual testing to be performed by or on behalf of the District;

WHEREAS, the District Rules and Regulations Chapter 3.1 provides that the District shall establish rates, fees, and other charges for the use and protection of water and sanitary sewer services by Resolution;

WHEREAS, the District Board of Directors desires to establish fees and charges for the backflow testing program that are reasonably calculated to pay for the District’s actual or average costs of administering the program;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Oak Lodge Water Services District that:

1. The District hereby establishes, and authorizes the collection of, fees and charges as set forth in “Exhibit A” attached hereto and incorporated herein by this reference.

Approved and Effective this 21st day of August, 2018, by the District Board of Directors.

Nancy Gibson, President

ATTEST:

Susan Keil, Secretary

Exhibit A

Fees for OLWSD Backflow Testing Program

Residential backflow testing

\$22 a year for voluntary enrollment in program

Commercial accounts

Fees for voluntary enrollment in program are as follows:

Device size	Testing fee	Admin fee	Total
½ -2"	\$20	\$2	\$22
2 ½-6"	\$30	\$2	\$32
6-12"	\$40	\$2	\$42

Confined space charge if in vault- \$25

If the vault is filled with water pump time will be billed in minute increments at \$50hr



Staff Report

To: Board of Directors
From: Todd Knapp, Operations Manager Field
Agenda Item: Resolution No. 18-10 Establishing Fees for Non-Compliance of Backflow Testing Program
Item No.: 9
Date: August 21, 2018

Action Requested

That the Board approve Resolution No. 18-10 which establishes fees for non-compliance of the Districts Backflow Testing Program.

Background

The final piece of the program is force testing for those customers who do not want to enroll in the program and do not get their device tested on time. (Non-Compliance) OLWS will charge those customers the \$20 test fee plus a \$10 non-compliance fee. Currently, with these customers we must take the time to send out three letters telling them to get their device tested, and if no response is received we then send a letter saying OLWS will force test it. Hopefully showing the customer that its \$8 cheaper to just sign up for the program, will proactively encourage people to sign up, and the more people we get to sign up the less administrative time will be needed tracking these customers down every year.

Most of our customers know they need to test their device every year, they just do not like the hassle of hiring a tester and paying the fees. Hopefully with this new approach we will save customers' time and money and continue to increase compliance for the cross-connection program.

Fiscal Impact

None, in fact we are proposing a small fee that will cover the extra time spent setting up and tracking of customers for non-compliance.

Suggested Board Motion

"I move to approve the adoption of Resolution No. 18-10 which Establishes Fees for Non-Compliance of Backflow Testing Program."

Attachments

1. Resolution 18-10

**BEFORE THE BOARD OF DIRECTORS
FOR THE OAK LODGE WATER SERVICES DISTRICT**

Resolution No. 18-10

A Resolution Establishing Force Testing Fees, Repair Fees, and Late Fees for Backflow Prevention Devices.

WHEREAS, Oregon Administrative Rule 333-61-0070 and the Oak Lodge Water Services District (“the District”) Rules and Regulations Chapter 6.9 require all backflow prevention devices to be maintained and tested by an Oregon State Health Division certified tester, at least annually, to protect the public water system;

WHEREAS, under the District Rules and Regulations Chapter 6.9 the District may order repairs and testings of any backflow prevention device that has not received the required testing or repairs as deemed necessary by the District or required by law, with associated costs to be borne by the user or owner;

WHEREAS, the District Rules and Regulations Chapter 3.1 provides that the District shall establish rates, fees, and other charges by Resolution;

WHEREAS, the District Board of Directors desires to establish fees and charges for the forced testing and repair of backflow prevention devices;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Oak Lodge Water Services District that:

1. The District hereby establishes fees and charges for forced testing and repair of backflow prevention devices, as set forth in “Exhibit A” attached hereto and incorporated herein by this reference.
2. Fees and charges for forced testing and repair are in addition to any other penalties or fees that may be authorized and assessed under federal or state law or pursuant to Ordinances, Resolutions, Rules, or Regulations of the District.

Approved and Effective this ____ day of _____, 2018, by the District Board of Directors.

Nancy Gibson, President

ATTEST:

Susan Keil, Secretary

Exhibit A
Backflow Prevention Device
Force Testing, Repair, and Late Fee Schedule

<u>Device size</u>	<u>Testing fee</u>	<u>Admin/Late fee</u>	<u>Total</u>
½ -2"	\$20	\$10	\$30
2 ½-6"	\$30	\$10	\$40
6-12"	\$40	\$10	\$50

Confined space charge if device is in vault- \$25

If the vault is filled with water, pump time will be billed in minute increments at 0.84 cents per minute.

For any repairs or replacements that need to be completed by a licensed plumber, the District or the District's Contractor will subcontract with a plumbing company of their choice to get the work completed. Each job will be quoted, and a signed approval by property owner will be given before work can be completed.

Plumber will bill at \$135 hr.



Easement Machine Procurement

To: Board of Directors
From: Todd Knapp, Operations Manager Field
Agenda Item: Easement Machine Procurement
Item No.: 10
Date: August 21, 2018

Action Requested

Authorize the General Manager to sign a purchase agreement with Western Systems for the purchase of a Sewer Easement Machine in the amount of \$54,984.

History

The need for this item was first brought to the attention of the Board back at the March 2018 Board meeting, since then the budget has passed, and this is in pursuant of that need.

Background

The collections team have always struggled to find a way to access certain parts of the collection system to do proper maintenance and cleaning. The District has several thousand feet of main line located in back yard easements and other difficult areas in the District, and this machine allows staff to access and clean these lines, by extending the distance the crews can reach. The District's aquatech truck has only 800 feet of hose, if the manhole or line is greater than 800 feet from where the truck is parked then it was considered inaccessible and could not be cleaned, but by adding an additional 500 feet and a booster pump, plus off-road tracks, crews will now be able to clean these lines.

Staff was able to obtain three responsive quotes and a selection team determined Western Systems' machine meets all the crew's needs.

Fiscal Impact

This is part of the FY19 Budget. The approved Wastewater Capital Fund Budget includes \$60,000 for this piece of equipment.

Suggested Board Motion

“I move to approve our General Manager to sign a Purchase Agreement with Western Systems in the amount of \$54,984.”

OAK LODGE
WATER SERVICES
STAFF REPORT

To: Board of Directors
From: Kelly Stacey, Finance Director
Agenda Item: Finance Department Report
Item No.: 11a
Date: August 21, 2018

Below is an update of various efforts of the Finance/Administration department:

Yearend

Jeff and I are continuing our work on account reconciliations and workpapers for the audit. This is much more work this year than usual as we bring the Water and Sanitary legacy systems together into one. The Accela conversion and reconciliation will be complete by the time we finish getting everything ready for the audit. It is a monumental task which has proven a test of all of our resources and patience, but we are making great headway and I am confident we will be able to meet the deadlines we have set. At the same time, we are putting the finishing touches on the conversion to Accela for the NCCWC and the CRWP. The auditors will be back mid-October to begin the 2018 yearend audit. I am finding that going through the finance implementation a second and third time is helping us identify items in the OLWS implementation which now need to be refined and adjusted. This is a rare opportunity since typically most Finance Directors only do one finance implementation in their entire career.

Financial Policies:

We have reviewed the first round of financial policies and are preparing them for review by the management team. I was hoping to have them ready for the Board to review this month, but to be sure we have a good product that has been thoroughly vetted by staff, I have opted to move the Board review to September, with proposed final Board adoption at the October Board meeting.

Other Items:

We have started putting together the framework for the consolidation costs/savings report. I am taking a deep look into the FCS report to address all the areas they projected saving as well as other areas where savings may be found. I will also add any other opportunity areas which arose that were not reflected in the FCS report. I will have a draft report ready at the end of August or early September that will be reviewed by the management team. I will then meet with the Treasurer of the Board and the General Manager to review and refine the data before bringing the completed report to the Board in October. As we move deeper into the consolidation of the two districts, it becomes more difficult to separate whether the savings or the costs should be

attributed to the consolidation itself, or due to modifications in the way we perform business.

We are starting to think about the 2019/2020 budget and putting together items for preliminary meetings. I am putting together a long-range forecast template. With the help of PlanB, it will be more comprehensive than what we have been using as an organization. This will make the overall budgeting process flow smoother as we move into the future. The water masterplan, along with the other two division masterplans to follow, will give us a better idea of the areas of fees and charges, including System Development Charges (SDCs). However, in a District like ours, it is difficult to forecast just how much we may collect in any one year. We are in an area that is mostly built out and predicting where small developments or property divisions may happen is difficult. For sanitary this would also include certain remodeling activities. It is a financial best practice to not budget intermittent, one-time revenues (for example, SDCs) for on-going, operational costs. Since SDC funds are used for Capital improvements, we do not rely on them until the year after they are collected.

We made it through the first half of the billing of this year's rate increase with few or no comments from customers. Thanks to Lara and our customer service team, we had developed speaking points for the customer service team to refer to in order to help them be succinct, clear, and consistent when helping our customers understand the rate increase. The biggest confusion for customers was the way the bill was presented for water with July and August each being separated. This is a one-time issue with each month having different rates. Rebecca and Elaine had to put in extra work doing some manual calculations this year to get the winter averaging completed since we billed irregularly during the winter months as we started the transition to joint billing. They are very good at explaining to customers and helping them to understand.

STAFF REPORT

To: Board of Directors
From: Todd Knapp, Operations Manager Field
Agenda Item: Field Operations Report
Item No.: 11b
Date: August 21, 2018

Background

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

Operations Administration

This past month crews experienced many events, from the passing of one of our co-workers to the multi 90+ degree days, despite the hot weather crews were needed to help clean the two 40-foot-deep wet wells and the plant drain.



Rags, hair and other debris that were wrapped around the pumps, had to be cut by hand and be sucked out with the vactor, the larger rag balls were hoisted out by crane, there was enough debris to fill two large dumpsters.

Two new team members were hired this past month, to fill two vacant slots, it will most likely take several months of training, to get them up to speed to meet the monthly production numbers again.

Water crews busy installing new services, repairing a broken main that was hit by a contractor, leveling much of the grounds at the Valley View reservoir site with left over sand from the water treatment plant.

At the March 20th 2018 Board meeting a presentation was made from the Oak Lodge Community Emergency Response Team (OLCERT), both Board and staff felt it important to have funds be made available for the purchase of two more Hurricane Filters, giving OLCERT a total of 9 filters to be strategically placed around the district in an effort to provide safe drinking water to our customers in the event of an unforeseen emergency or natural disaster.

Update: the two filters were purchased along with extra ceramic filters.

Total Cost: \$6,492.00

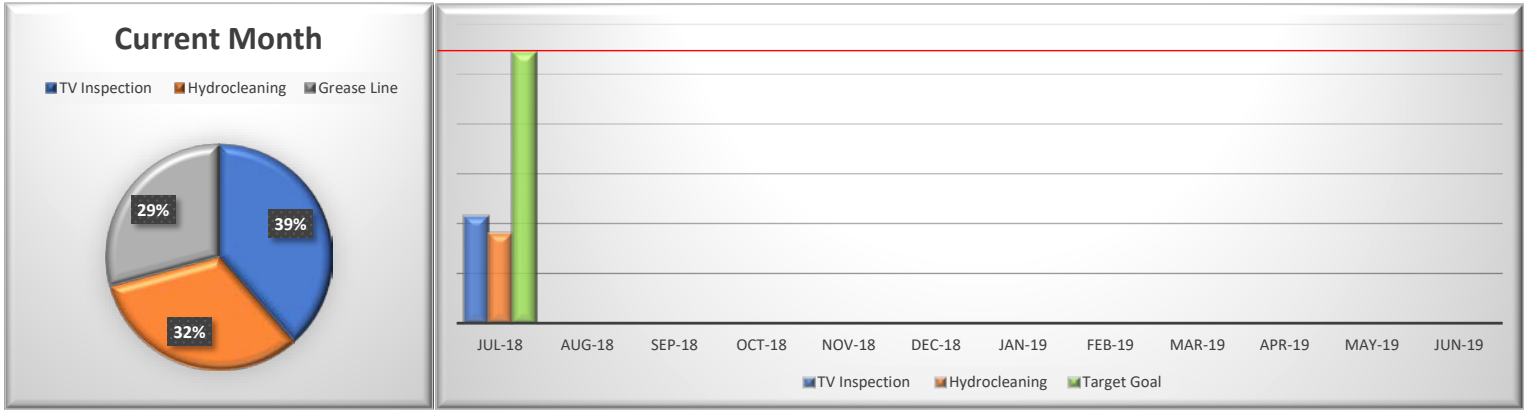


Field Operations Monthly Report for August 2018

Highlights for the month:

- Meters replaced, new services added, and leaks repaired (See chart)
- Two new Staff Members for collections
- Wet Wells Cleaned
- Water consumption for **July: 136,887,000 Gallons** (Above the 10-year average of 129,721,133) (See metered monthly consumption chart)

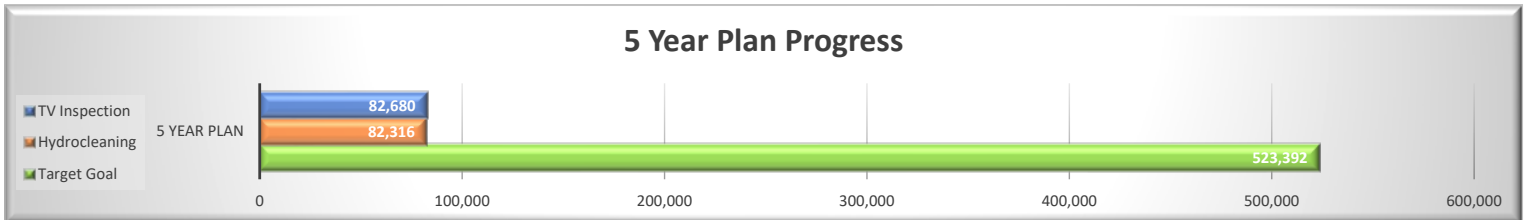
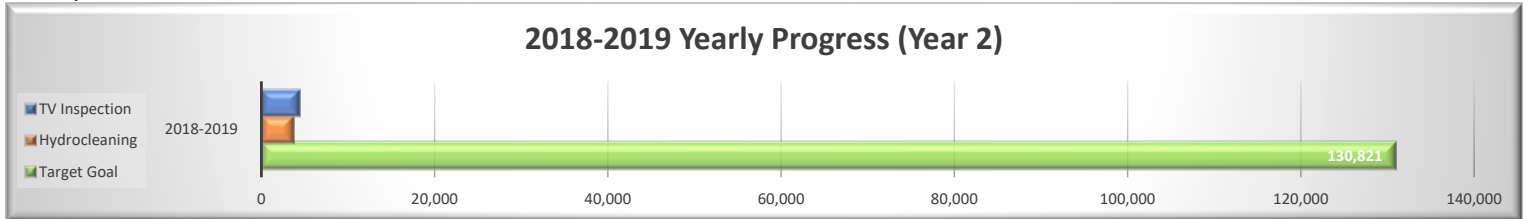
Oak Lodge Water Services Collections Report



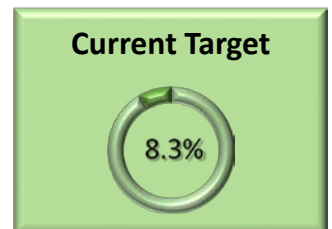
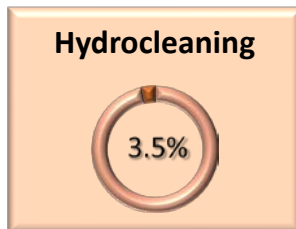
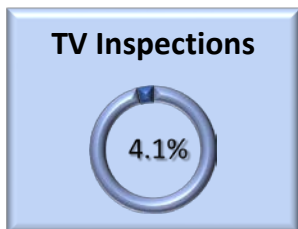
FY 2017-2018														To Date	Monthly	Year 1	5 Year
Month	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Totals	%	%	%	
TV Inspection	2,512	11,906	13,532	8,961	4,566	4,987	5,092	1,548	1,942	9,212	7,875	6,239	78,372	71.52%	74.87%	14.97%	
Hydrocleaning	6,967	8,539	13,085	10,206	4,472	2,328	4,723	513	4,906	8,953	8,638	5,367	78,697	61.53%	75.18%	15.04%	
Target Goal	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	104,677	100.00%	100.00%	20.00%	
Grease Line	3,625	5,105	3,276	3,625	10,227	3,859	3,625	4,757	3,625	3,276	11,061	4,225	60,286				

FY 2018-2019														To Date	Monthly	Year 2	5 Year
Month	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Totals	%	%	%	
TV Inspection	4,308												4,308	39.52%	4.12%	15.80%	
Hydrocleaning	3,619												3,619	33.20%	3.46%	15.73%	
Target Goal	10,902												10,902	100.00%	8.33%	22.08%	
Grease Line	3,276												3,276				

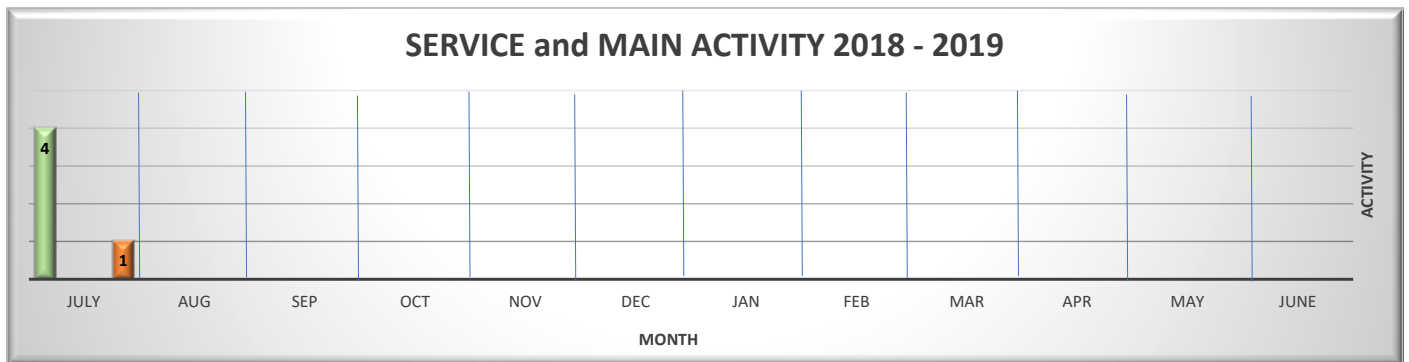
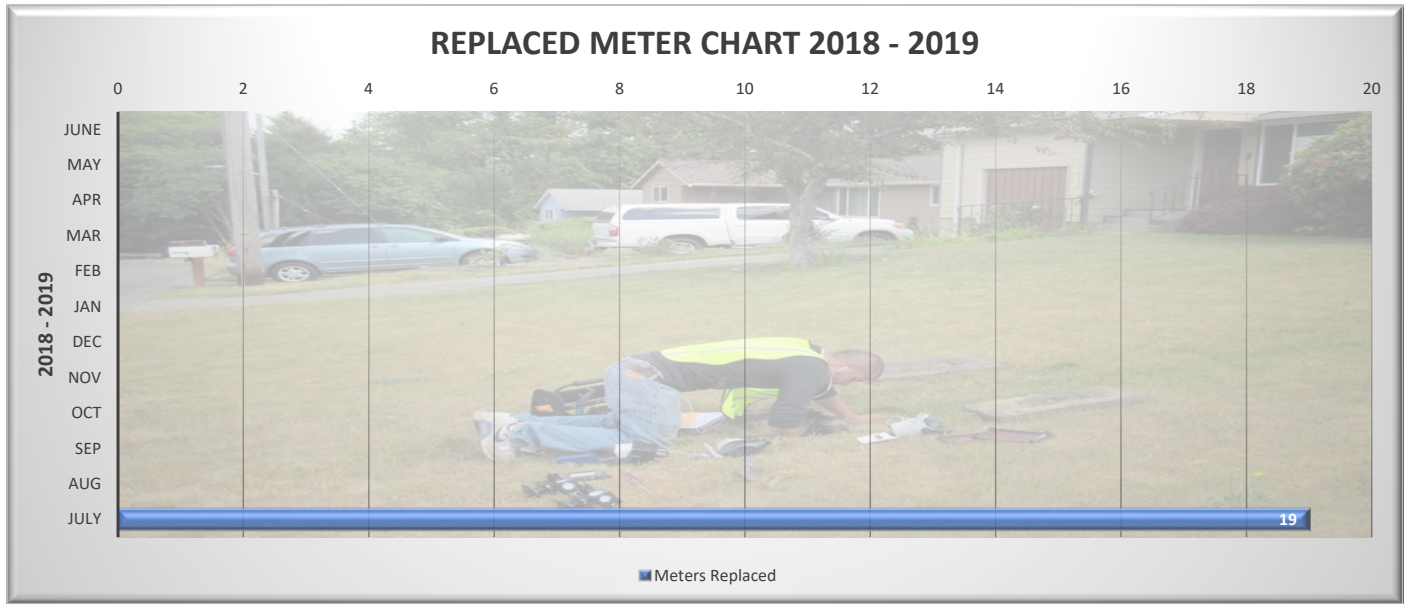
	Year 1	Year 2	Year 3	Year 4	Year 5
Total Feet	523,392	523,392	523,392	523,392	523,392
Target Per Year	104,678	104,678			
Target Per Month	8,723	8,723			
Make up	26,142				



YEARLY PROGRESS



Oak Lodge Water Services Water Report

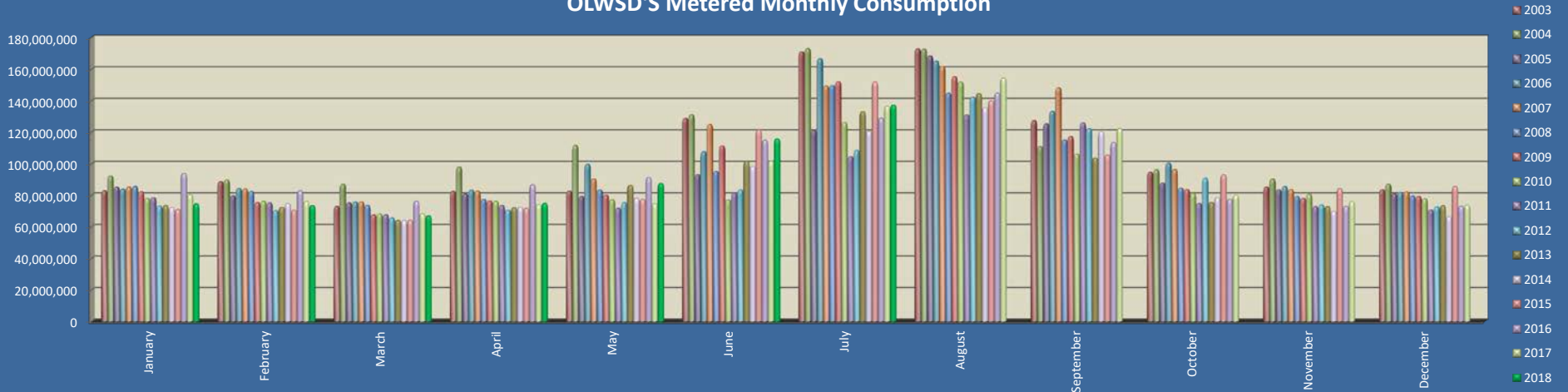


Fiscal Year	Month	Meters Replaced	New Services	Iron Services Renewed	Plastic Services Renewed	Service Leaks Repaired	Main Leaks Repaired
2019	June						
2019	May						
2019	Apr						
2019	Mar						
2019	Feb						
2019	Jan						
2018	Dec						
2018	Nov						
2018	Oct						
2018	Sep						
2018	Aug						
2018	July	19	4				1
Yearly Total		19	4	0	0	0	1

Consumption By Year

Year	Month												Total Yearly Con	Average Daily Demand	10 Year % Ave	
	January	February	March	April	May	June	July	August	September	October	November	December				
2003	82,674,600	88,370,400	72,820,000	82,357,000	82,416,000	128,520,000	170,652,000	172,726,000	127,198,000	94,416,000	85,037,000	83,285,000	1,270,472,000	3.48		
2004	91,933,000	89,441,000	86,755,000	97,665,000	111,392,000	130,863,000	172,883,000	172,499,000	110,696,000	95,973,000	90,079,000	86,823,000	1,337,002,000	3.66		
2005	84,976,000	79,415,000	74,996,000	80,616,000	79,088,000	92,885,000	120,871,000	168,248,000	125,172,000	87,512,000	83,230,500	80,773,500	1,157,783,000	3.17		
2006	83,697,000	84,098,667	75,580,333	83,028,000	99,436,000	107,501,000	166,449,000	164,957,000	132,989,000	100,180,000	85,350,000	81,587,000	1,264,853,000	3.47		
2007	85,179,000	83,766,000	75,622,455	82,508,545	90,129,000	124,696,000	149,207,000	161,512,000	147,980,000	96,159,000	83,445,000	81,921,000	1,262,125,000	3.46		
2008	85,466,000	82,200,000	73,405,000	77,221,722	83,162,278	94,885,000	149,422,000	144,592,000	114,830,000	84,307,000	79,094,000	79,319,000	1,147,904,000	3.14	104.63%	
2009	82,042,000	75,196,000	67,364,000	76,238,000	79,968,000	111,127,286	151,804,000	155,069,000	117,099,000	83,457,000	77,782,000	79,107,000	1,156,253,286	3.17	105.39%	
2010	77,735,000	75,975,000	67,986,000	75,943,000	76,903,000	76,720,000	125,996,000	151,590,000	105,880,000	81,052,000	80,389,000	77,515,000	1,073,684,000	2.94	97.87%	
2011	78,266,000	74,983,000	67,462,000	73,285,000	71,613,000	81,189,000	104,328,000	130,684,000	125,733,000	74,646,000	72,657,000	70,555,000	1,025,401,000	2.81	93.47%	
2012	73,041,000	70,104,000	65,501,000	70,380,000	75,148,000	83,256,000	108,236,000	142,023,000	121,981,000	90,545,000	73,672,000	72,454,000	1,046,341,000	2.87	95.38%	
2013	73,277,000	72,051,000	63,866,000	71,906,000	86,085,000	101,278,000	132,837,000	144,354,000	103,403,000	75,217,000	72,624,000	73,180,000	1,070,078,000	2.93	97.54%	
2014	72,052,000	74,566,000	63,886,000	72,171,000	77,889,000	97,978,000	120,411,000	135,271,000	120,008,000	78,257,000	69,534,000	66,200,143	1,048,223,143	2.87	95.55%	
2015	70,840,857	70,318,000	63,972,000	71,515,000	77,173,000	121,185,000	151,728,000	139,696,000	105,238,000	92,781,000	83,966,000	85,368,000	1,133,780,857	3.11	103.35%	
2016	93,522,000	82,637,000	76,044,000	86,443,000	90,989,000	114,745,667	128,722,333	144,599,000	113,212,000	77,196,000	72,766,000	72,839,000	1,153,715,000	3.16	105.16%	
2017	80,205,000	75,867,000	68,040,000	73,822,000	74,515,000	101,310,000	136,262,000	154,085,000	122,113,000	79,860,000	75,718,000	73,584,000	1,115,381,000	3.06	101.67%	
2018	74,389,000	73,219,000	66,754,000	74,713,000	87,263,000	115,543,000	136,887,000									
2019																
2020																
10 Year Average	78,644,686	74,491,600	67,087,500	74,641,600	79,754,600	100,433,195	129,721,133	144,196,300	114,949,700	81,731,800	75,820,200	75,012,114	10 Year ADD	3.01	Winter Ave 76,049,467 Summer Ave 129,622,378	

OLWSD'S Metered Monthly Consumption





Staff Report

To: Board of Directors
From: David Mendenhall, Plant Superintendent
Agenda Item: Plant Operations
Item No.: 11c
Date: August 21, 2018

Background:

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

Water Reclamation Facility Operations

July was a very active month with good process progress, challenges that turned into opportunities and new people coming on board. Operations has really got the plant dialed in now as we reached 19-day SRT, solids were reduced, and settling improved even more. As Operations continued their analysis and calculations, it became apparent that we could take a clarifier off line and still have plenty of capacity. This also helps with our upcoming project to sand blast and coat the older clarifiers #1 and 2. As the month continued we could see that taking another clarifier off line would improve the availability of solids for return and wasting. So, we have been able to remove 1.5 million gallons of capacity and the plant continued to perform well. This bodes well for our upcoming rainy season. It looks like we have reached the sweet spot we have been looking for and have been able to reduce wasting to 2500 pounds per day and start striving for stable process control. Another benefit we have seen from better settling is in sludge dewatering. The percent solids had been as low as 12 and are now up to 15 with a nice granular texture. This allows more pounds per load for a more efficient trip.

The challenge and opportunity came about on Aeration Basin #2. The team had been discussing taking an aeration basin out of service for a couple of months. The idea was that once the overall solids were lower and the balance between food and the microorganisms (F/M ratio) better it would be good to reduce the detention time of the process and be able to service the basins. On July 18th, on basin #2, the shaft broke on one of the mixers and the mixer blade dropped to the bottom. It damaged some air piping on the bottom and so the basin had to be taken out of service and drained. The decision was made for us! These changes, including the clarifiers, improved the process further by reducing the amount of time the organisms are in the system making them more efficient. These are important milestones as it proves out the redundancy we have, the process resiliency, and the readiness for the wet season.

The Operations and Maintenance team welcomed a new mechanic, Jayson Kahler on July 16th and a new operator Paul Witzig on August 1st.

Jayson literally jumped right in to the job and went down in Aeration basin #2 with John Krogstad. They assessed the situation and began planning repairs. The air piping can be patched back together. A crane was brought in to pull the mixer blades out of the basin, and the shaft has been taken to a local machine shop to be put back together and bolstered with a sleeve.

Earlier in the month, another crane removed the motor from the 3W pump #2. This pump had leaking packing and that will be replaced by a mechanical seal. The pump is now prepared for the seal and the motor will be placed back on soon. When that lift is done we will also use the crane to reinstall the rebuilt Mixed Liquor Return pump.

The major project of the month was to clean out the influent wet wells of Pump Station #1. This is where all the sewage from the District ends up at the beginning of the treatment plant. We started planning this earlier in the year. One precursor was the permeable driveway so that trucks could get closer to the wet wells. Todd said that his field crew could do the job together with Operations and Maintenance. So on July 24th it began. The pump station was isolated with some difficulty as the main gate valve was stubborn. But once that was down and the wet well drained several heroic people got down to it. Doug Woods, Todd himself, and Jayson Kahler descended and with top crew of Abe Merritt operating the new Vactor truck and the hoist began removing massive debris wads and grit from the well. Two days later they were done! The next week they did wet well #2 and the plant drain wet well. This was hot, dirty work and very physical and I commend the people who contributed to it including Doug, Jayson, Todd who entered the well, Abe and Jeff Wheeler on the top, and support by Chuck Adams, David Hawkins, and John Krogstad. With the wet wells clean we can now begin removing each influent pump one by one and doing needed maintenance on them. This will again require crane support and they can use a smaller crane than before because they can get a closer approach on the driveway.

We had all our safety equipment related to confined space entry inspected by a contractor for proper compliance. We also had our overhead cranes, floor mounted lifting devices (davits), and chain hoists inspected. The HVAC unit in the maintenance office was replaced just in time for the hot spells. And the replacement liner for the conveyor out of the belt press will ship on August 21st.

We have reviewed the Tech Memo from Brown and Caldwell about the belt press and are satisfied with their work and recommendations. We will work with Jason Rice to establish a task order contract with Brown and Caldwell to do further design work and get this project going.

Attachments:

- 9c(i) – Operations Staff Report Rainfall vs Flow data correlation January 2018 - July 2018
- 9c(ii) – Plant Performance BOD-SS graph January 2018-July 2018



Photo 1 Settling sludge from early July

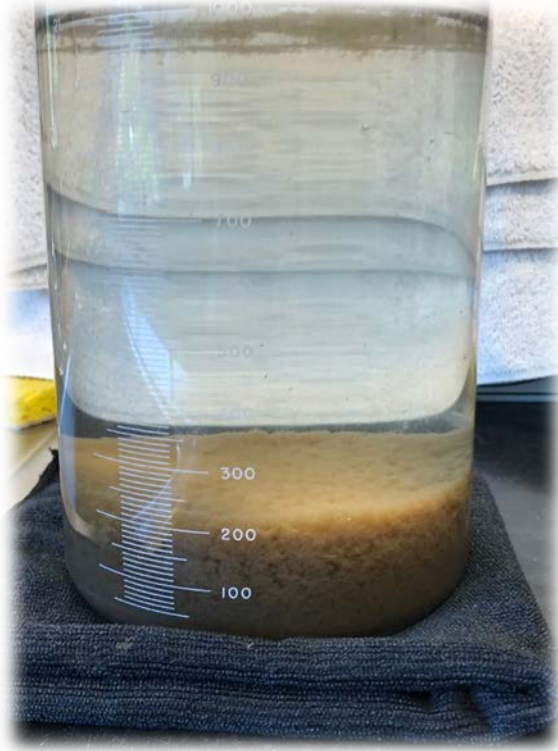


Photo 2 Settling sludge from early August



Photo 3 Aeration Basin #2 with blades at bottom



Photo 4 Crane removing blade and shaft



Photo 5 Blade and broken shaft



Photo 6 Debris removed from Pump Station #1

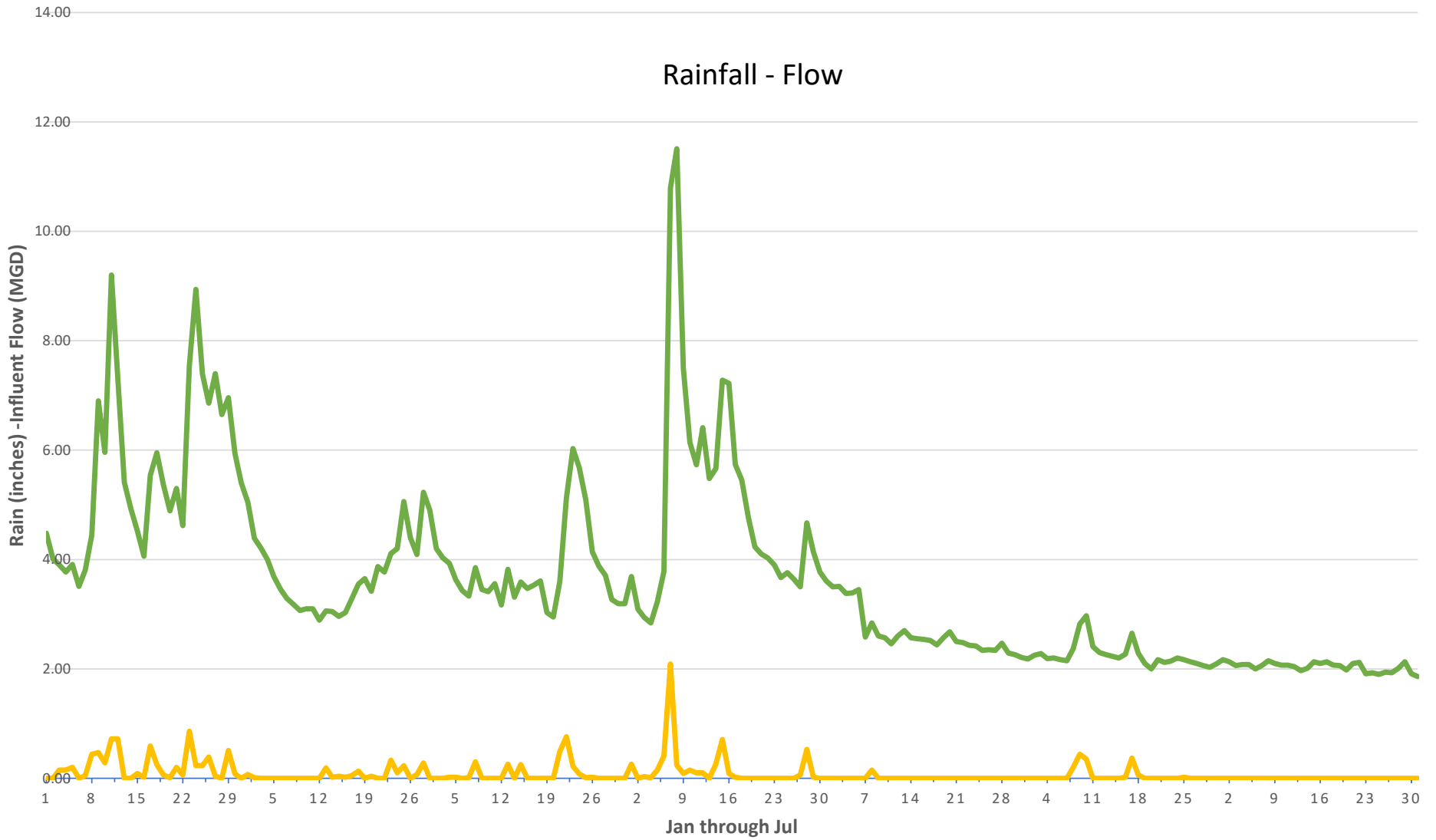


Photo 7 Wet well almost cleaned

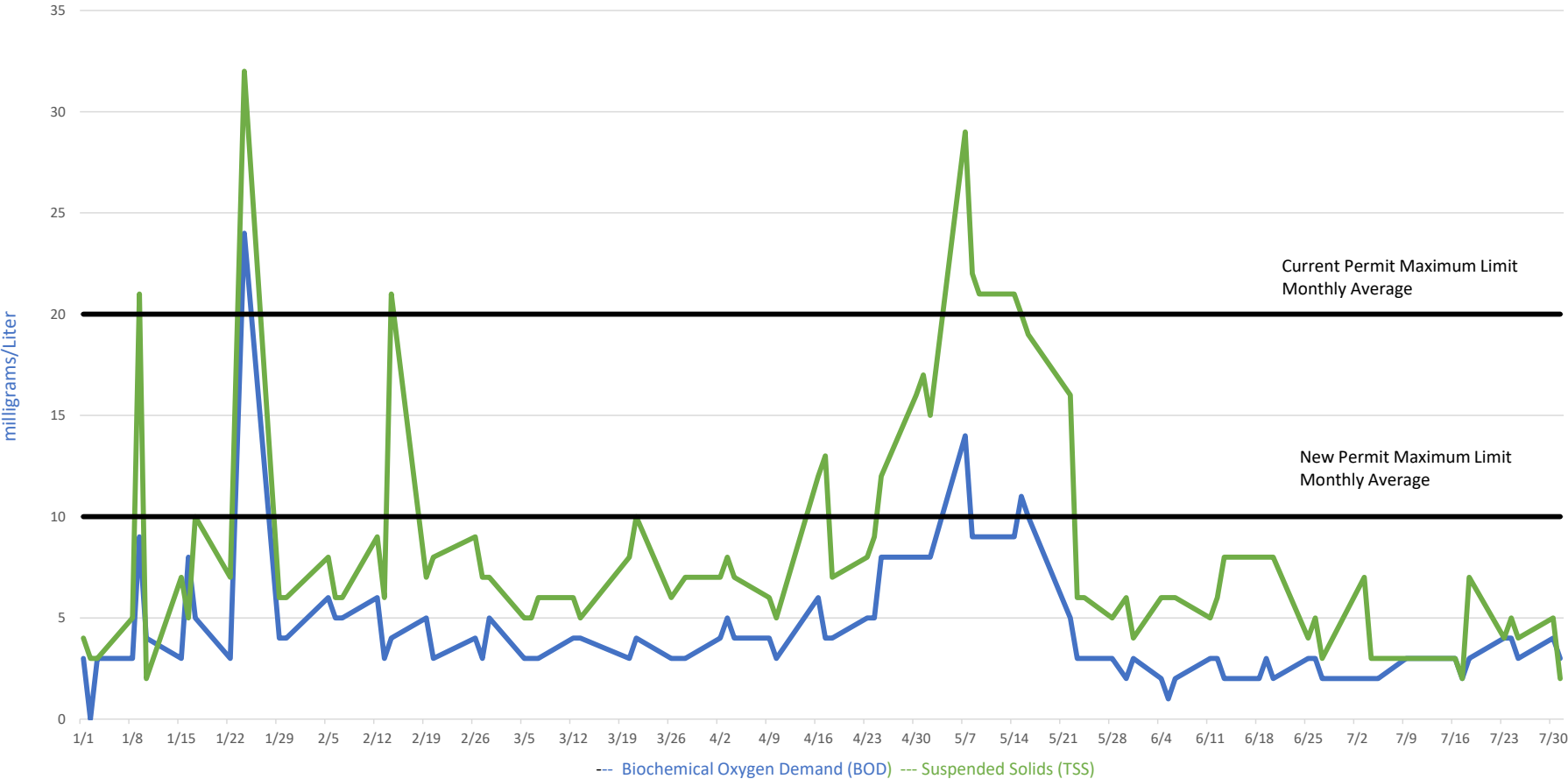


Photo 8 Another view of Aeration Basin #2

Rainfall - Flow



Effluent Water Quality





STAFF REPORT

To: Board of Directors
From: Technical Services Team
Agenda Item: Technical Services Monthly Report
Item No.: 11d
Date: August 21, 2018

Below is an update of various Technical Services Program efforts:

Outreach and Education

Planning for 2018-19 outreach partnerships continued since the July report, with certain programs continuing as in previous years, and others making positive changes dependent on a variety of factors. A new Executive Director, Neil Shulman, started work with the North Clackamas Urban Watersheds Council after the former director Andrew Collins-Anderson moved to Eugene to pursue personal and professional development. Neil will be attending an upcoming OLWS Board meeting to introduce himself and share updates about NCUWC. Dig In, the program that was previously under SOLVE and has been operating independently under a fiscal agent, has found a permanent home under Ecology in Classrooms and Outdoors (ECO), after its founder – Steve Kennett – retired and moved to the Oregon coast after over 20 years of service. With changes come new opportunities, and OLWS is looking forward to seeing the next set of students come through our local schools and engaging them in whole water messaging.

OLWS Outreach staff attended the annual Oregon Association of Clean Water Agencies (ORACWA) conference in Bend, OR. A big take-away from this year included the importance of proactive communication when it comes to building the case for infrastructure investment. In the past, Oak Lodge has followed many best practices around communication – including multi-format public engagement and public involvement. As OLWS develops the Water Master Plan and refines its approach to water quality protection, it will be helpful to consider timely partnerships with outreach consultants to continue that best practice approach to communications.

The Clean Rivers Coalition Steering Committee has been working out details of its strategic plan contract with the communications and planning firm, BRINK. One of the goals for the first phase of work will be to bring all the previous research and participation in CRC forums into their toolbox so that next steps will be designed based in part on the statewide partners that have participated in the CRC efforts up until now.

The Oak Grove Trolley Trail Festival took place on Saturday, August 18, 2018 from 11 a.m. – 4 p.m. General Manager Sarah Jo Chaplen and District Engineer Jason Rice staffed the OLWS table at the event, and hopefully at the Board meeting one of them can reflect on their time spent connecting with the community. Statistics about the day will follow in the September report.

Permitting

July 2018 Development Activity

	<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	4	2	27	-	-
Hours Spent on Development Review*	90	95	1,029	-	-
Hours spent on Utility Permits*	60	40	612	-	-
Development Permits Issued	4	2	27	-	-
Utility Permits Issued	8	10	97	-	-
New Sewer Connections	6	7	86	-	-
New Water Services	4	9	-	-	-
Active Erosion Control Permits	45	45	449	-	-
Total Erosion Control Permits Inspected	45	45	446	-	-
Active Construction Permits	25	22	208	-	-
Sanitary SDC Fees Received	\$10,330.00	\$46,485	\$428,695	-	-
Water SDC Fees Received**	\$16,520.00	\$49,385	-	-	-
Plan Review Fees Received*	\$6,422.87	\$6,354	\$30,745	-	-
Inspection Fees Received*	\$6,702.43	\$8,298	\$40,408	-	-

** includes "service charges" which are installation costs

" - " denotes data available in future reports

Attachments

1. Capital Project Tracker
2. Development Review Status Tracker

Capital Project Tracker

Project Name	Fund	Project Manager	FY19 Total Budget	Design Contract	Construction Contract	Total Spent	% Spent of Budget	Status	Next Task	Expected Completion Date
Solids Handling Bldg. Refurbishment and Process Improvements	SS	Rice	\$ 300,000.00	\$ -	\$ -	\$ -	0%	Planning	Contract with Design Engineer. Meeting scheduled 8/22.	6/30/2019
Anaerobic Digester Conversion	SS	Rice	\$ 200,000.00	\$ -	\$ -	\$ -	0%	Planning	Monitoring current process w/o Cannibal	6/30/2019
Secondary Clarifier Refurbishment	SS	Ogbeide	\$ 500,000.00	\$ -	\$ -	\$ -	0%	Planning	Contract with Design Engineer	6/30/2019
Aeration Control Strategy Evaluation	SS	Ogbeide	\$ 50,000.00	\$ -	\$ -	\$ -	0%	Planning	Contract with Design Engineer	6/30/2019
Mainline Repair Program	SS	Rice	\$ 200,000.00	\$ -	\$ -	\$ -	0%	Planning	Analyzing desinging in-house to save money.	6/30/2019
Stormwater Master Plan	SW	Rice	\$ 125,000.00	\$ -	\$ -	\$ -	0%	Planning	Future Service Meeting scheduled with Board for Ocotber 10.	12/31/2019
Water Master Plan	W	Rice	\$ 130,000.00	\$ 75,000.00	\$ -	\$ -	58%	Active	Review Draft Chapters	3/31/2019
Water Meter Replacement Program	W	Ogbeide	\$ 1,350,000.00	\$ -	\$ -	\$ -	0%	Planning	3 contracts expected at November Board Meeting.	6/30/2019
WRF Decant Expansion	SS,SW,W	Ogbeide	\$ 510,000.00	\$ -	\$ -	\$ -	0%	Planning	Locate Existing Utilities, Space Plan	6/30/2019
Boardman Wetland Complex	SS,SW	Rice	\$ 3,167,665.75	\$ -	\$ 3,167,666.00	\$ 141,165.00	4%	Under Construction	In-Water Work (7/15-9/30)	3/1/2019

Last Updated 8/15/2018

Project Status	Address	Type of Development	Notes	Last Updated
Under Construction	3127 SE Concord Rd. (Concord Oaks, formerly Concord Vineyards II)	6-acre development (32 residential lots.)	Development Inspections complete. Warranty inspections scheduled. Warranty period expires July 2018	8/1/18
Under Construction	13012 SE Outfield	Proposed subdivision; 9 potential lots. Z0407-16	OLWSD approved plans. Sanitary inspections pending. Expires Sept. 2018. Warranty period expires Sept. 2019	8/1/18
Under Construction	4281 SE Manewell Lane	A four-lot SFR minor subdivision.	Z0640-16 Warranty inspection scheduled. Final utility inspection approval.	8/1/18
Plan Review	18121 SE River Rd. (Jennings Lodge Estates)	72-lot Subdivision	Received Engineering Plans 6th plan submittal. County approval. Awaiting responses for OLWSD approval.	8/1/18
Under Construction	3816 SE Hill Rd	Z0428-16 8-lot subdivision	Water and Sewer Inspections ongoing. 1200C permit for erosion control. County timeline.	8/1/18
Under Construction	13715 SE River Road	Z0399-17 Rose Villa - 28 Homes	Also Z0066-17. OLWSD approval for engineering plans. Sanitary, water and stormwater inspections ongoing. Expires Dec. 2018.	8/1/18
Plan Review	17908 and 17900 SE Addie Street.	Z0200-17-D_BOARDMAN_WETLAND	Land use comments sent. Awaiting engineering plans. County timeline for expiration.	8/1/18
Under Construction	6460 Glen Echo Avenue	Z0461-16_Gladstone_Glen_Echo. (OLSD Service area / out of OLSD Boundary).	10-lot subdivision. Gladstone Plan Review. Gladstone Inspection . OLWSD receives approved plans and asbuilts and inspection reports.	8/1/18
Under Construction	14501 SE Laurie Ave	Z0050-17 2-lot partition	Sanitary and EC Inspections ongoing. Expire April 2019	8/1/18
Under Construction	Willamette View	Riverview Dining Facility Replacement / Expansion; Z0239-17	Plans approved. Expires Oct 2018	8/1/18
Under Construction	SE Manewal at SE Towery LN. 4-lot subdivision	Z0157-17_Manewal_South	OLWSD Inspection approval. Z0156-17 (for original tax lot 2300) is now void. Plans approved. Inspections ongoing sanitary, water and erosion control. Warranty period ends May 2019	8/1/18
Plan Review	SE Courtney at SE Rupert	Z0061-17-D 10-unit apartment	Engineering Comments sent (2nd review) awaiting second plan set. County Land Use Timeline. Erosion control submitted. Under review.	8/1/18
Plan Review	15510 SE Wallace Street	Z0593-16 13 lot subdivision	Land Use Comments sent. Awaiting engineering plans. County Land Use Timeline.	8/1/18
Under Construction	3260 SE Oak Grove Blvd	130000+ mini storage facility	Inspections ongoing: sanitary and water. 1200C for erosion control. OLWSD permits expire May 2019	8/1/18
plan review	18107 SE Blanton	3-lot partition	3-lot minor subdivision. County Land Use Timeline.	8/1/18
Plan Review	19421 SE KAY ST	4-10 lots: Subdivision	Land use comments sent. 1st Engineering Plan Review. County expiration timeline.	8/1/18
Under Construction	15314 SE RUPERT DR	7-lot subdivision Z0426-17-SS	Seven-lot minor subdivision for one existing and six new home sites. OLWSD permits expire March 2019	8/1/18
Under Construction	13809 SE Linden Ln.	Replace existing home with duplex.	Erosion control ongoing. Sanitary and water inspections ongoing. OLWSD permits expire May 2019	8/1/18
Under Construction	Taxlots 2000 & 2100 located behind 15026 & 15018 SE Linden Ln. (Tilia Ln) Originally "Wanderlust Lane"	3-parcel partition	Z0305-15-M Pubic Main Line Extension. Development approval. Sanitary warranty period ends March 2019. Erosion inspections ongoing. Expires Oct 2018	8/1/18
Under Construction	Z0620-17-D 16885 SE McLoughlin	Design Review - Les Schwab	Site Development Plan Review. County expiration timeline.	8/1/18
Under Construction	13755_SE_Schroeder	Rose Villa Units	"The Oaks" PHASE 2B' NET ZERO ENERGY POCKET NEIGHBORHOOD Z0489-17. OLWSD approval for engineering plans. Sanitary, water and stormwater inspections ongoing. Expires Dec. 2018. Z0489-17	8/1/18
Plan Review	18800 SE MCLOUGHLIN BLVD	Nonconforming Use - Alteration/Verification:	Land use comments sent. Awaiting engineering plans. County expiration timeline.	8/1/18
Plan Review	18800 SE McLoughlin	Z0542-17 Addition of one vehicle sales stall	Land use comments submitted. Awaiting engineering plans. County expiration timeline.	8/1/18
Plan Review	3016 SE COURTNEY AVE	Z0523-17 Parking lot	Land use comments submitted. Awaiting engineering plans. County expiration timeline.	8/1/18
Plan Review	17624 SE RIVER RD	Z0471-17 : three (3) 2-family_ dwelling units and two (2) three family dwelling units	Land use comments submitted. Awaiting engineering plans. County expiration timeline.	8/1/18

Project Status	Address	Type of Development	Notes	Last Updated
Under Construction	16250 SE MCLOUGHLIN BLVD	Commercial with interior storage	Plans approved by OLWSD. OLWSD permits expire June 2018	8/1/18
Plan Review	22E07CA03003 (SE Allan Rd @ SE Worthington)	Partition: 2-lots	A Partition of the subject property to create two parcels; one of approximately 10,259 s.f. and one of approximately 12,421 s.f. for new home sites.	8/1/18
Plan Review	4322 SE Pinehurst Ave	Subdivision	Z0594-17 Water utility only. Awaiting Engineering Plans and building permit. County expiration timeline.	8/1/18
Plan Review	13630 SE Laurie Avenue	Design Review - Rose Villa	Construct Arts building as part of master plan. Received engineering review #1. Under review.	8/1/18
Plan Review	14107 SE Lee Ave	Partition: 2 lots Z0648-17	Land Use Comments sent. County Expiration Timeline.	8/1/18
Under Construction	Willamette View	Multi-family; Z0656-17	Land Use Comments sent. Engineering Review. North Pointe	8/1/18
Plan Review	14928 SE OATFIELD RD	ZPAC0015-18	Pre-application comments sent. Awaiting land use / subdivision application. Expires Dec. 2018	8/1/18
Pre-Application	16920 SE Berghammer	Partition 3 lots	Partition. Pre-app attended/comments submitted. Clack. Co. expiration timeline.	8/1/18
Plan Review	SE Torbank	(RIVER RD – TROLLEY TR) SIDEWALKS PUBLIC IMPROVEMENTS	Clackamas County Project Number: 22243	8/1/18
Pre-Application	16908 SE Oatfield	3-lot partition	Pre-app. Attended. County expiration timeline.	8/1/18
Pre-Application	14497 SE River Rd.	2-parcel partition	Pre-app. Attended. County expiration timeline.	8/1/18
Pre-Application	2614 SE Tarbell Ave	3-lot partition	Pre-app. Attended. County expiration timeline.	8/1/18
Pre-Application	15601 SE Meadowlark Ln	2-parcel partition	ZPAC0054-18 15601 SE Meadowlark Ln. Pre-app. Attended. County expiration timeline.	8/1/18
Pre-Application	14010 SE Douglas Fir Ct	Partition: duplex and SFD	ZPAC0069-18 Water utility only. Submitted Pre-app comments	8/1/18
Pre-Application	2614 se tarbell Ave	3-lot partition	ZPAC0049-18 Submitted Pre-app Notes	8/1/18
Pre-Application	15303 SE Lee Ave	2-lot partition	OLWSD attended pre-app and provided notes. Expires Jan 2019	8/1/18
Pre-Application	None; south side of SE Maple St. midway between River Rd. and Laurie Ave., Oak Grove area. Legal Description Map 2-1E-11AB, Tax Lot(s) 1100	Subdivision. A 6-7 lot minor subdivision for six home sites and one cell tower site (possible future home site).	OLWSD attended pre-app and provided notes. This proposal was previously approved under Planning File No. Z0298-06-SS, but that approval has expired Expires Jan 2019	8/1/18
Pre-Application	14824 SE Kellogg Ave	Minor Subdivision: two-parcel partition for two home sites / zone change	OLWSD attended pre-app and provided notes. Expires Jan 2019	8/1/18
Pre-Application	16100 SE Harold	Minor Subdivision: our-lot minor subdivision for new home sites.	OLWSD attended pre-app and provided notes. Expires Jan 2019	8/1/18



AGENDA ITEM

Agenda Item: Call for Public Comment
Item No.: 12
Presenters: N/A

Background:

Members of the public are invited to address the Board on any relevant topic. The Board may elect to limit the total time available for public comment or for any single speaker depending on meeting length.

OAK LODGE
WATER SERVICES
AGENDA ITEM

Agenda Item: Business from the Board
Item No.: 13
Presenters: N/A

Background:

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

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

**Oak Lodge Water Services
OLWS Board Member Liaison Assignments 2018**

Board/Committee	Current Primary	Current Alternate	Meeting Schedule
Clackamas River Water	???	Lynn Fisher	Monthly - Second Thursday, 6 p.m.
Sunrise Water Authority	Paul Gornick	Kevin Williams	Monthly - Fourth Wednesday, 6 p.m.
C-4	Nancy Gibson	Susan Keil	Monthly - First Thursday, 6:45 p.m.
Regional Water Providers Consortium	Nancy Gibson	Kevin Williams	Triannually - First Wednesday, 6:30 p.m. (Three times/one year)
Oak Grove Community Council	Lynn Fisher	???	Monthly - First Thursday, 6:45 p.m.
CRBC	Nancy Gibson	Sue Keil	Monthly - Third Thursday, 6 p.m.
SDAO	All		Varies
MPAC	Nancy Gibson	Kevin Williams	Bimonthly - Second & Fourth Wednesdays, 5 p.m.
AWWA	All		Varies
Jennings Lodge CPO	Kevin Williams	Nancy Gibson	Monthly -
North Clackamas County Water Commission (NCCWC)	Nancy Gibson/Kevin Williams	Paul Gornick	Quarterly
Chamber of Commerce	Susan Keil		Monthly -
North Clackamas Parks & Recreation District	Lynn Fisher		Monthly -
North Clackamas Urban Watersheds Council	Lara Christensen	Markus Mead	Monthly - Third Wednesday, 6 p.m.
Master Planning CAC	Lynn Fisher		Monthly -
Concord Community Stakeholders Organization	Lynn Fisher		Monthly -

**Sunrise Water Authority
July 25, 2018 Board Meeting
Paul Gornick's Notes**

- **Four of the seven Board members were present. Longtime director Ron Blake announced his resignation effective at the end of the meeting. This leaves two board positions open.**
- **Board unanimously passed the NCCWC IGA with OLWSD and City of Gladstone, which will be forwarded to the City of Gladstone for their consideration at their mid-August meeting.**
- **The manager's update portion of the meeting had an interesting item – SWA contracts with (?) to observe customer residences to determine if they have an irrigation system, then cross checks to see if said residences have submitted evidence of annual testing of backflow devices.**
- **Another interesting item involved the City of Happy Valley requiring SWA to provide a performance bond for the construction currently underway of a new reservoir. Presumably SWA has a performance bond from their contractor, and it was uncertain what the need to provide an additional PB was for. Board voted to have their legal counsel review to see if HV has authority to require a PB.**
- **SWA maintains a running total of available lots in existing and proposed subdivisions, which helps forecast future water demand and SDC revenues. They currently have about 600 available lots that will eventually be added to the system.**