

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



Clackamas River Water

**This Meeting will have both an in person and remote option for attending
May 15, 2024 at 6:00pm**

AGENDA

Public Comment: If a member of the public wishes to address the Board during a meeting, they are encouraged to inform Board staff through email to kholzgang@crwater.com no later than 4pm the day of the meeting. If a person will attend the meeting through Zoom and wishes to provide public comment, prior notice to kholzgang@crwater.com no later than 4pm on the day of the meeting is **required** in order to ensure access. The notice should include the following information: (1) Full name; (2) Address/City/ZIP; (3) Email address or phone number to be used to access the Zoom meeting, so it can be unmuted; (4) District/Organization/Public; and (5) Topic of your public comment and or specific agenda item you wish to speak on.

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

Anyone who wishes to attend the meeting remotely may do so by internet at <https://us02web.zoom.us/j/81107521512> or by calling the following number 1-253-215-8782 and join meeting/ 811 0752 1512 #. **Passcode:** 467150

REGULAR BOARD MEETING @ 6:00pm

Call to Order, Pledge of Allegiance and Roll Call - *Sherry French, President*
a. Approval of the Agenda

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

MOTION TO RECESS REGULAR MEETING & OPEN RATE HEARING

Conduct Rate Hearing

A hearing of the Clackamas River Water Board of Commissioners, Clackamas County, Oregon will be called to order pursuant to ORS 264.312, for the purpose of conducting a hearing on water rates and to allow members of the public an opportunity to comment. The rate hearing will be held open during the regular meeting. The public hearing will then be closed. The Board may consider a Resolution adopting Retail Water Rates at the June Regular Board Meeting.

A. Public Comment on Proposed Rate Increase

MOTION TO CLOSE RATE HEARING & RECONVENE REGULAR MEETING

Consent Agenda

CA-1: **Gross Payroll and Accounts Paid: April 2024**

CA-2: **Cash & Investment Ending Balances Report**

Next Page

Action Items

1. **Consider Adoption of Resolution 05-2024 Ratifying Contacts with W3 Global and Robert Half, LLC**– *Todd Heidgerken, General Manager*
2. **Consider Approval of the Contract Amendment with Executive Security Services, Inc. Exceeding the General Managers Signature Authority**- *Todd Heidgerken, General Manager*
3. **Consider Approval of Intergovernmental Agreement (IGA) with Clackamas County: Waterline Improvements and Water System Relocation During the SE Monroe Improvement Project**- *Anthony Steele, Engineering Associate*
4. **Consider Approval of a Development Agreement between CRW and Water Environmental Services (WES) of Clackamas County for Waterline Relocations Relating to the WES IT2 Force Main Project**- *Joe Eskew, Engineering Manager*

Informational Reports

5. Quarterly Update- 3rd Quarter Fiscal Year 2024
6. Management Report – *Todd Heidgerken, General Manager*
7. Public Comment (*see blue box at the top of the agenda*)

Commissioner Business

8. Commissioner Reports and Reimbursements

Adjourn regular meeting

EXECUTIVE SESSION- will start immediately following the regular meeting

1. Discuss information or records that are exempt by law from public inspection pursuant to ORS 192.660 (2) (f) and 192.355 (9) (a) and ORS 40.225
2. To review and evaluate the performance of an officer, employee, or staff member if the person does not request an open meeting. ORS 192.660(2)(i).

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

CLACKAMAS RIVER WATER

BOARD MEETING

May 15, 2024

SUBJECT Water Rate Hearing

PRINCIPAL STAFF PERSON Christa Bosserman Wolfe, CPA – Finance Consultant
Wolfe Consulting LLC

DOCUMENTS ATTACHED None

Agenda Summary

BACKGROUND A rate hearing is required prior to increasing water rates per ORS 364.312.

The purpose of conducting a hearing on water rates is to allow members of the public an opportunity to comment. The rate hearing will be held open during the meeting. The public hearing will then be closed. The Board may consider a Resolution adopting Retail Water Rates at the June Regular Board Meeting.

From: MARY BENJAMIN

Sent: Monday, May 6, 2024 11:30 AM

To: Todd Heidgerken <theidgerken@crwater.com>

Subject: water rates

water rates keep going up and up. When does it stop, You call it just a "few cents" for the users but to a lot of us, we are on fixed incomes, and some people have to work 2 or 3 jobs just to get by and those "few cents" increase matters. I vote no for an increase in the water rates.



Clackamas River Water

May 15, 2024 Rate Hearing

Proposed Water Rate Increase

Prepared by: Christa Bosserman Wolfe, CPA
Wolfe Consulting, LLC

What Are We Going to Cover?

- Water Rates Overview
- Rate Drivers
- Rates and Water System Improvements
- Proposed Rate Increase & Components of Rates
- Impacts and Value Recap

Water Rates Overview



CRW's only source of income to maintain, upgrade and operate the water system are rates, grants, and SDC's. There is no tax or assessment revenue.



Water rates are set to ensure that the system continues to operate, providing safe drinking water to our customers.



The Master Plan for repairing and upgrading our aging infrastructure has necessitated rate increases to keep pace with rising construction costs and inflation.



Rate Drivers

What Things Drive the Rates Up or Down?

- Planned projects
- Inflation (price increases)
- Labor and benefits costs
- Policies
- Construction costs
- Unfunded government mandates
- General economy

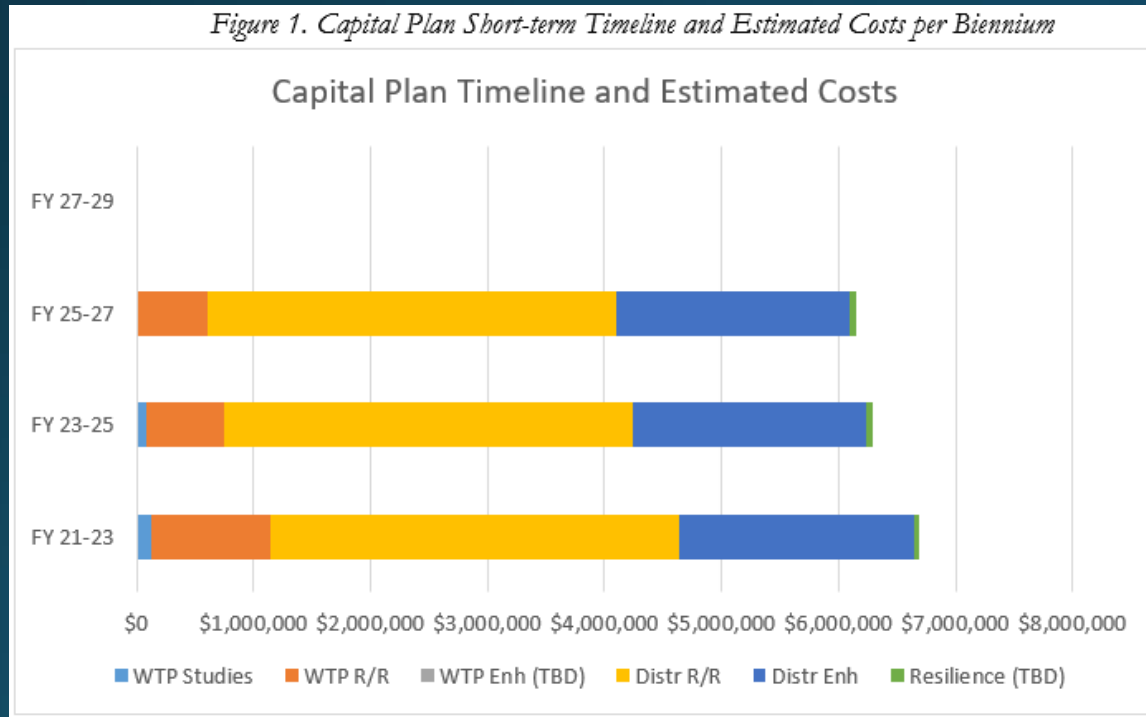
Water System Improvement Drivers

-
- *Age*- How does the age of our water system components affect their ability to contribute to long-term system health and function?
 - *Capacity*- How will the system be able to meet current and future demands?
 - *Water Quality*- How will the system be able to meet current and future water quality goals and requirements?
 - *Resilience*- How will the system be able to meet hazard resilience goals and requirements?

Projects Being Funded

❖ Approximately, \$19M capital improvement plan through FY27 to address immediate needs, with additional projects beyond that horizon.

Figure 1. Capital Plan Short-term Timeline and Estimated Costs per Biennium



Category	Example Project Type(s)	Total Cost (Estimated Range)	Timeline
Treatment- R/R	Detailed Treatment Process Studies	\$200K-\$210K	FY 21-27 (phased over several budget cycles)
Treatment- R/R	Treatment Process Renovations	\$2.2M-\$2.7M	FY 21-27 (phased over several budget cycles)
Treatment- Enhancement	Facility Plan "Alternative 2b"- Phases 1&2, New process additions	\$50M-\$70M	TBD
Distribution- R/R	Waterline replacements (replace substandard, aged, non-resilient lines)	\$9.0M-\$12.0M	FY 21-27 (phased over several budget cycles)
Distribution- Enhancement	Upsize existing waterlines, pumping and transmission upgrades to distribute CRW water to other zones; enhance and build upon seismic transmission systems	\$5.0M-\$6.0M	FY 21-27 (phased over several budget cycles)
Resilience	General facility site/security improvements	\$100K-\$250K	FY 21-27 (phased over several budget cycles)
Totals	6-year Total Estimated Cost Range: \$16.5M-\$21.16M (Annual average \$2.75M-\$3.53M)		

Balancing Rates & Projects



Planning and prioritization of system projects must fit within the available funding and budget.



Future water rates must provide enough funds to pay for projects and continue to meet all legal and regulatory requirements.



Proposed Rates

Proposed Rate Increase



Approx. 5.5% increase
9/1/24 and 9/1/25



CRW residential customers who use an average of 16 CCF (approximately 12,000 gallons) over a two-month billing cycle will see an estimated increase of \$6.40 (\$3.20 per month) in the first year and \$6.75 (\$3.38 per month) in the second year.

Components of Rates

What are service charges?

Service charges are fixed charges applied to all customers regardless of consumption. These charges help maintain basic functions of water treatment, water distribution, customer service, infrastructure maintenance and fire prevention. These costs are also fixed for the district regardless of water production.

What are commodity charges?

Commodity charges reflect the amount of water used by a customer over the billing period. Revenue generated from water usage also supports fixed charges. However, the rate structure is designed to promote conservation and responsible water usage by charging customers who use smaller amounts of water less money.

Proposed Fixed Rates

(Bi-Monthly Service Charge)

Bi-Monthly Service Charge for All Direct Service Customers		Proposed 2024-2025	Proposed 2025-2026
Meter Size (Inches)	Domestic Service Current Charges	Service Charges	Service Charges
Full 3/4	\$64.25	\$ 67.78	\$ 71.51
1	\$88.39	93.25	98.38
1 1/2	\$126.30	133.25	140.58
2	\$174.17	183.75	193.86
3	\$272.34	287.32	303.12
4	\$418.95	441.99	466.30
6	\$785.19	828.38	873.94
8	\$1,774.66	1,872.27	1,975.24
10	\$2,791.85	2,945.40	3,107.40
12	\$3,373.09	3,558.61	3,754.33

Proposed Volume Rates (\$/CCF)

(Commodity Charges)

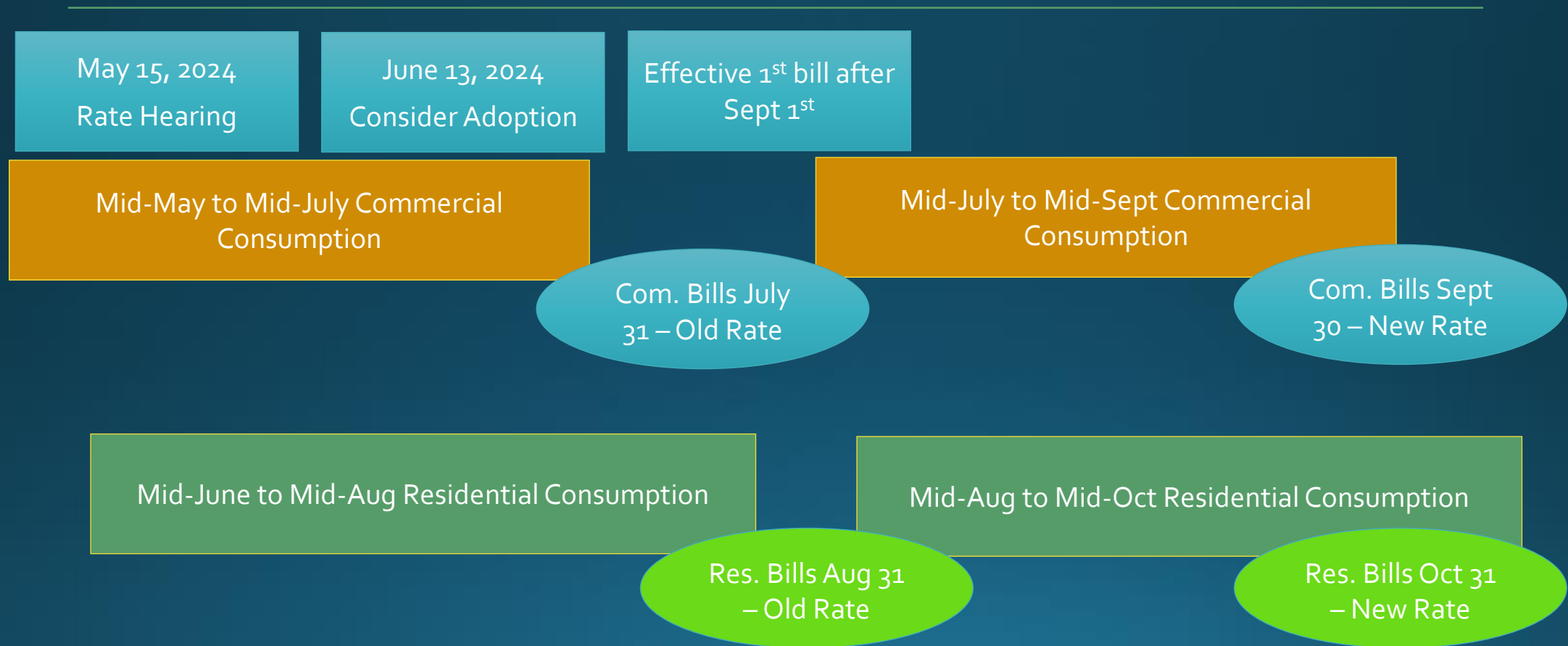
Rate Per 100 Cubic Feet (1-CCF) - 1 CCF = 748 Gallons Single Family Dwelling (3/4 or 1"):		Proposed Rate 9/1/24	Proposed Rate 9/1/25
Volume (CCF)	Rate		
Block 1 = 1-4 CCF	\$2.74	\$ 2.89	\$ 3.05
Block 2 = 5-8 CCF	\$3.04	\$ 3.21	\$ 3.38
Block 3 = 9-24 CCF	\$3.63	\$ 3.83	\$ 4.04
Block 4 = 25 CCF & up	\$4.62	\$ 4.87	\$ 5.14

Multi-Family, Commercial & Industrial		Proposed Rate 9/1/24	Proposed Rate 9/1/25
Volume	Rate		
Block 1 = c	\$3.36	\$ 3.54	\$ 3.74
Block 2 = d	\$4.20	\$ 4.43	\$ 4.67

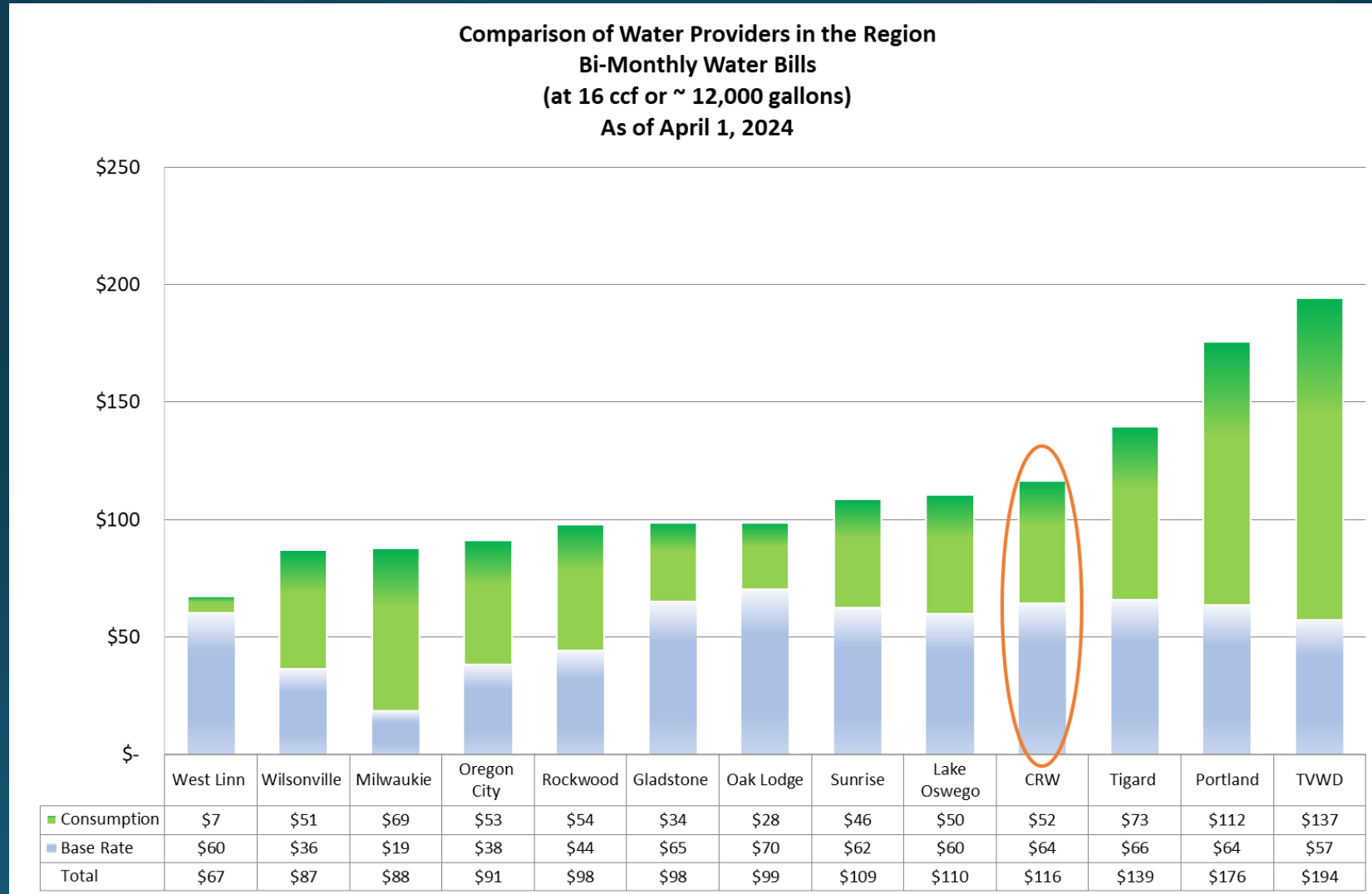
c-Volume up to 1.5 times average winter consumption
d-Volume above 1.5 times average winter consumption

Average winter consumption: Total consumption (volume) recorded on a customer's December and February bills divided by two for bi-monthly billing.

Rate Increase Effective September Billing Cycle



How Does CRW Compare Currently?



-
- ❑ Estimated Average Bi-Month bill increase (approx. \$6.40 & \$6.75).
 - ❑ CRW does not receive tax dollars for operations.
 - ❑ Rate increases funds improvements and routine maintenance to provide safe drinking water to approx. 12,300 customers.
 - ❑ Recommended rate supports responsible planning for current and future needs.
 - ❑ Proactive rate planning and financial forecasting promotes long term system reliability and resilience.
 - ❑ This balanced approach allows CRW to:
 - ✓ Meet fluctuating operating costs.
 - ✓ Progress in addressing identified needs.
 - ✓ Implement improvements necessary for larger-scale future projects.

Impacts and Value

Your water is available 24 hours a day and 365 days a year, delivered to your home for about \$0.01 per gallon.

Questions?

- Christa Bosserman Wolfe, CPA
- 503-704-2728
- cwolfe@crwater.com
- christa@wcportland.com



COMPANY TOTAL	HOURS	EARNINGS	STATUTORY DEDUCTIONS	VOLUNTARY DEDUCTIONS	NET PAY
312	80.00 REG .00 O/T 8.14 HOURS 3 .00 HOURS 4	2,408.80 REG 245.10 EARNINGS 3 .80 EARNINGS 5 2,654.70 GROSS	238.44 FIT 164.59 SS 38.50 MED 147.59 STATE	163.76 TOTAL DEDUCTIONS	0 Pays <input type="checkbox"/> 1,901.82

HOURS ANALYSIS: 8.14 11 LS VAC
 EARNINGS ANALYSIS: .80 5 ORWBF 245.10 11 LS VAC
 MEMO ANALYSIS: 531.38 T EROPSR 2,653.90 PML
 STATUTORY DED. ANALYSIS: 147.59 39 OR
 VOLUNTARY DED. ANALYSIS: .80 5 ORWBFT 144.53 9 OPSRP 2.51 ORX OTRNST 15.92 PML PML

NET PAYROLL: 1,901.82 CHECKS: FLAGGED: *NONE* STARTING CHECK NUMBER:
 TOTAL DEPOSITS: .00 VOUCHERS: NET CASH PAYS 1,000.00 OR MORE *NONE* ENDING CHECK NUMBER:
 NET VOIDS: 1,901.82 ADJUSTMENTS: 1 PAPER VOUCHERS PRINTED: 0
 NET CASH: .00

Monthly Check History Listing
Clackamas River Water
4/1/2024 to 4/30/2024

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
6537	04/03/2024	00336 CITISTREET - STATE OF OREGON	VOLUNTARY PAYROLL DEDUCTION: DEFER COMP	PR 03.22.24	2,904.11	2,904.11
6538	04/10/2024	00336 CITISTREET - STATE OF OREGON	VOLUNTARY PAYROLL DEDUCTION: DEFER COMP	PR 04.05.24	2,904.11	2,904.11
6539	04/10/2024	01959 US BANK	OAWU	03/25/24 SLEIGHTb	2,760.00	
			UNIT PROCESS COMPANY	03/25/24 HOUCKb	2,407.11	
			GOLD STANDARD DIAGNOSTICS	03/25/24 TRIPLETTb	1,756.12	
			ZOOM.US 888-799-9666	03/25/24 KEBOUNNAM	1,548.30	
			LIFETECHCORP11645378	03/25/24 TRIPLETTb	1,537.00	
			GOLD STANDARD DIAGNOSTICS	03/25/24 TRIPLETTj	1,238.09	
			HIGGINS SIGNS INC	03/25/24 SLEIGHTc	1,176.00	
			PAYPAL *CROSSHEARTM	03/25/24 MCGINNISb	1,027.00	
			IN *OFFICE FURNITURE DIRE	03/25/24 VOYLESe	960.00	
			PARAMOUNT SUPPLY CO	03/25/24 RAYj	848.83	
			NW NATURAL 8004224012	03/25/24 PAYABLEh	798.70	
			DTD BUILDING CODES	03/25/24 BJORNSTEDTb	703.43	
			FEDEX75708277	03/25/24 TRIPLETTg	670.97	
			SP SECRETLABUS	03/25/24 HOUCKa	637.00	
			THE HOME DEPOT 4017	03/25/24 MCCOMISKEYj	573.79	
			NW NATURAL 8004224012	03/25/24 PAYABLEi	556.17	
			CONTRACTOR SUPPLY	03/25/24 RAYk	534.05	
			SP ELEDLIGHTS	03/25/24 RAYf	513.84	
			AMZN MKTP US*RH2SW1301	03/25/24 KEBOUNNAMr	449.97	
			SUNRIVER RESORT	03/25/24 WOLFEa	423.43	
			CLACKAMAS GARBAGE COMPANY	03/25/24 PAYABLEa	400.31	
			THE HOME DEPOT #4040	03/25/24 VOYLESb	386.00	
			OR *MILWAUKIE UTILITY	03/25/24 PAYABLEf	358.83	
			AMAZON.COM*R696V17A2	03/25/24 RAYm	342.84	
			THE HOME DEPOT 4017	03/25/24 MCCOMISKEYk	335.67	
			THE HOME DEPOT 4017	03/25/24 OPERATIONSg	328.00	
			DIALOGTECHINC	03/25/24 KEBOUNNAMd	323.68	
			THE HOME DEPOT 4017	03/25/24 OPERATIONSm	299.00	
			AMZN MKTP US*RA8T413F0	03/25/24 TRIPLETTk	295.14	
			ULINE *SHIP SUPPLIES	03/25/24 VOYLESd	288.86	
			PLATT ELECTRIC 038	03/25/24 MCCOMISKEYe	279.36	
			SQ *AQUARIUM SERVICES OF	03/25/24 MCCOMISKEYb	250.00	
			CLACKAMAS COUNTY WATER EN	03/25/24 PAYABLEd	244.10	

Monthly Check History Listing
Clackamas River Water
4/1/2024 to 4/30/2024

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
			NW NATURAL 8004224012	03/25/24 PAYABLEj	202.77	
			PAYPAL *PNWS AWWA PNWS	03/25/24 BJORNSTEDTd	200.00	
			NW NATURAL 8004224012	03/25/24 PAYABLEi	187.42	
			AMZN MKTP US*RZ5XS0R90	03/25/24 TRIPLETTc	184.42	
			CLACKAMAS COUNTY WATER EN	03/25/24 PAYABLEe	181.65	
			THE HOME DEPOT #4017	03/25/24 MCCOMISKEYa	174.85	
			AMZN MKTP US*RN4WN1C91	03/25/24 TRIPLETTd	167.67	
			THE HOME DEPOT #4017	03/25/24 OPERATIONSb	165.88	
			NORTH COAST ELECTRIC	03/25/24 RAYb	155.99	
			AMZN MKTP US*R68107M41	03/25/24 RAYn	154.95	
			AMZN MKTP US*RZ8B14FZ2	03/25/24 TRIPLETTa	147.41	
			CLACKAMAS COUNTY WATER EN	03/25/24 PAYABLEc	147.05	
			INGALLINAS BOX LUNCH PORT	03/25/24 HOLZGANGj	143.46	
			HARBOR FREIGHT TOOLS 243	03/25/24 RAYo	137.92	
			AMZN MKTP US*RW07119V1	03/25/24 KEOBOUNNAMc	127.95	
			FERGUSON ENT #3041	03/25/24 RAYc	127.04	
			AIA CORPORATION	03/25/24 HOLZGANGc	126.65	
			NW NATURAL 8004224012	03/25/24 PAYABLEm	118.63	
			DNH*GODADDY.COM	03/25/24 KEOBOUNNAMa	116.99	
			HIRINGTHING INC	03/25/24 CAMPBELLa	105.00	
			GRAINGER	03/25/24 MCGINNISC	102.46	
			PAYPAL *PNWS AWWA PNWS	03/25/24 BJORNSTEDTc	100.00	
			PAYPAL *PNWS AWWA PNWS	03/25/24 BJORNSTEDTe	100.00	
			AMAZON.COM*RH0MN1T52	03/25/24 HOLZGANGf	98.94	
			BATTERIES+BULBS #0798	03/25/24 SLEIGHTa	95.98	
			OTC BRANDS INC	03/25/24 HOLZGANGe	90.96	
			MCFARLANES BARK-MILW	03/25/24 OPERATIONSp	90.00	
			PLATT ELECTRIC 038	03/25/24 MCCOMISKEYf	89.37	
			SQ *GREAT HARVEST CLACKAM	03/25/24 HOLZGANGb	87.00	
			HARBOR FREIGHT TOOLS 243	03/25/24 MCCOMISKEYc	85.88	
			THE HOME DEPOT 4017	03/25/24 RAYq	83.82	
			AMZN MKTP US*RA6G85HA0	03/25/24 KEOBOUNNAMs	79.99	
			AMZN MKTP US*RN9II6031	03/25/24 KEOBOUNNAMk	77.52	
			INGALLINAS BOX LUNCH PORT	03/25/24 HOLZGANGi	71.34	
			AMAZON RET* 114-035323	03/25/24 KEOBOUNNAMf	64.99	
			AMZN MKTP US*RH4ZY32V2	03/25/24 TRIPLETTI	63.37	
			GIANTMICROBES.COM	03/25/24 TRIPLETTI	61.54	
			COASTAL FARM & RANCH OC	03/25/24 MCCOMISKEYh	58.48	

Monthly Check History Listing
Clackamas River Water
4/1/2024 to 4/30/2024

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
			THE HOME DEPOT 4017	03/25/24 OPERATIONSk	57.94	
			ADOBE INC.	03/25/24 KEOBUNNAMo	54.99	
			AMAZON.COM*RN24O53N0	03/25/24 RAYh	54.99	
			AMZN MKTP US*RZ6259RK1	03/25/24 KEOBUNNAMi	53.68	
			THE HOME DEPOT 4017	03/25/24 OPERATIONSn	49.97	
			THE HOME DEPOT #4017	03/25/24 OPERATIONSc	49.97	
			AMZN MKTP US*RH7L850C2	03/25/24 OPERATIONSo	47.85	
			THE HOME DEPOT 4017	03/25/24 OPERATIONSsh	47.67	
			AMZN MKTP US*RN9P580D2	03/25/24 OPERATIONSa	46.99	
			AMZN MKTP US*RN94P0MT0	03/25/24 KEOBUNNAME	40.29	
			AMZN MKTP US*R65AL9FA0	03/25/24 OPERATIONSe	39.87	
			IN *ACCENT SIGNS, LLC	03/25/24 HOLZGANGg	39.84	
			AMZN MKTP US*RZ0J417U2	03/25/24 PAYABLEb	39.16	
			TFS*THERMOASHEVILLE	03/25/24 TRIPLETTf	38.54	
			NW NATURAL 8004224012	03/25/24 PAYABLEk	38.51	
			AMAZON.COM*R614U1DB0	03/25/24 OPERATIONSi	38.20	
			THE HOME DEPOT #4017	03/25/24 RAYp	34.40	
			THE HOME DEPOT #4017	03/25/24 RAYi	34.36	
			THE HOME DEPOT 4017	03/25/24 OPERATIONSj	33.94	
			AMZN MKTP US*RH3IN0C82	03/25/24 SLEIGHTE	31.04	
			THE HOME DEPOT #4017	03/25/24 RAYi	29.93	
			AMZN MKTP US*R66FU4Q41	03/25/24 KEOBUNNAMp	28.99	
			SQ *A AAAWESOME LOCKSMITH	03/25/24 MCCOMISKEYg	28.00	
			NORTH COAST ELECTRIC	03/25/24 RAYa	25.40	
			PUBLIC SECTOR HR ASSOCIAT	03/25/24 CAMPBELLb	25.00	
			CONTRACTOR SUPPLY	03/25/24 MCCOMISKEYi	24.00	
			AMZN MKTP US*RN82L5DK2	03/25/24 OPERATIONSf	23.99	
			AMZN MKTP US*R61018PG2	03/25/24 KEOBUNNAMm	23.99	
			THE HOME DEPOT #4017	03/25/24 OPERATIONSd	23.36	
			HOMEDEPOT.COM	03/25/24 RAYd	21.86	
			CITY OF OREGON CITY- UTI	03/25/24 PAYABLEn	21.13	
			CHATGPT SUBSCRIPTION	03/25/24 VOYLESa	20.00	
			DTD BUILDING CODES FEE	03/25/24 BJORNSTEDTa	19.34	
			AMZN MKTP US*RW6DX9KD1	03/25/24 KEOBUNNAMb	18.99	
			AMZN MKTP US*RZ65G8UK1	03/25/24 PAYABLEg	18.99	
			AMZN MKTP US*RA7NM0CT0	03/25/24 VOYLESc	18.68	
			FERGUSON ENT #3041	03/25/24 MCCOMISKEYd	18.44	
			THE HOME DEPOT #4017	03/25/24 RAYe	17.73	

Monthly Check History Listing

Clackamas River Water
4/1/2024 to 4/30/2024

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
			AMZN MKTP US*RN35H4P82	03/25/24 KEBOUNNAMh	17.00	
			AMZN MKTP US*RW5TU1WL1	03/25/24 RAYg	15.99	
			AMZN MKTP US*R66702M70	03/25/24 KEBOUNNAMI	15.99	
			AMZN MKTP US*RN2EM60D2	03/25/24 HOLZGANGd	15.87	
			AMZN MKTP US*RN0IW7L12	03/25/24 KEBOUNNAMg	12.59	
			THE HOME DEPOT #4017	03/25/24 OPERATIONSI	12.48	
			BUZZSPROUT* INVOICE 59	03/25/24 MCGINNISA	12.00	
			AMZN MKTP US*R66ZO46O1	03/25/24 HOLZGANGh	11.99	
			AMZN MKTP US*RH4H49EZ2	03/25/24 KEBOUNNAMq	9.99	
			AMZN MKTP US*RN5W59VJ2	03/25/24 KEBOUNNAMj	8.89	
			NEW SEASONS MARKET	03/25/24 HOLZGANGa	5.36	
			OSU TRANS SERV	03/25/24 TRIPLETTE	4.00	
			COASTAL FARM & RANCH OC	03/25/24 MCCOMISKEYI	-58.48	
			OAWU	03/25/24 SLEIGHTd	-640.00	30,550.62
6540	04/10/2024	00095 ING	VOLUNTARY PAYROLL DEDUCTION: DEFER COMP	PR 04.05.24	2,223.05	2,223.05
6541	04/17/2024	01959 US BANK	CUSTOMER ANALYSIS MARCH 2024	CAS MARCH 2024	4,723.02	4,723.02
6542	04/17/2024	01959 US BANK	MERCHANT BILLING MARCH 2024	MB MARCH 2024	103.81	103.81
6543	04/24/2024	00336 CITISTREET - STATE OF OREGON	VOLUNTARY PAYROLL DEDUCTION: DEFER COMP	PR 04.18.24	4,104.11	4,104.11
6544	04/24/2024	00029 OREGON PERS	PERS PMT:1654539,1655012,1655732,1654540,	PR	38,572.91	38,572.91
6545	04/24/2024	01959 US BANK	CUSTOMER ANALYSIS - NOVEMBER 2023	CAS NOVEMBER	2,769.06	2,769.06
6546	04/24/2024	04390 OMEGA PROCESSING	MARCH 2024 PAYMENT PROCESSING (MERCHANT	MARCH 2024	15,010.16	15,010.16
6547	04/30/2024	04390 OMEGA PROCESSING	MARCH 2024 PAYMENT PROCESSING (MERCHANT	MAR 20244	21,429.25	21,429.25
96233	04/03/2024	03560 BNK CONSTRUCTION INC.	CRW SYSPS REMODEL PROJECT	2	53,611.55	53,611.55
96234	04/03/2024	02196 BOLI	WTP CONCRETE REPLAIRS & SEISMIC BRACING	04.03.24	384.29	384.29
96235	04/03/2024	00304 CANTEL SWEEPING	MARCH LOT SWEEPING SERVICES	e32403	275.00	
			MARCH LOT SWEEPING SERVICES	e32402	210.00	
			MARCH LOT SWEEPING SERVICES	e32404	193.00	678.00
96236	04/03/2024	04320 CHOWN INC	PROGRESS BILLING FOR WTP FRONT GARAGE DO	335707.00	1,081.88	1,081.88
96237	04/03/2024	04256 CITY WIDE FACILITY SOLUTIONS	FACILITY SERVICES	STI035000183	2,030.00	2,030.00

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96238	04/03/2024	00200 CLACKAMAS COUNTY	ONE CREW, CSW & GRAFFITI REMOVAL	20-11325	425.00	425.00
96239	04/03/2024	00519 COLONIAL LIFE	MARCH 2024 VOLUNTARY PAYROLL DEDUCTION,	77938620405909	353.61	353.61
96240	04/03/2024	04085 COMPLETE WIRELESS SOLUTIONS	INSTALLATION OF DASH MOUNT RADIO	101674	562.50	825.00
			SERVICING OF RADIO FOR POOR TX & RX	101675	262.50	
96241	04/03/2024	01361 D & H FLAGGING INC	15105 S HATTAN RD 2214-0256	120682	765.05	765.05
96242	04/03/2024	04481 TREY DEPRETTO	OAWU FOR LEVEL 3 DISTRIBUTION CERTIFICA	04.01.24	116.58	116.58
96242	04/24/2024	04481 TREY DEPRETTO	MILEAGE REIMBURSEMENT FOR OAWU FOR LEVE	04.01.2024	116.58	116.58
96243	04/03/2024	03218 DIRECT TRANSPORT INC	DELIVERY OF BOARD PACKETS	318233	50.48	50.48
96244	04/03/2024	04088 REESE FOXWORTHY	OAWU FOR LEVEL 3 DISTRIBUTION CERTIFICA	04.01.24	172.86	172.86
96245	04/03/2024	03887 DBA: NAPA AUTO PARTS GENUINE	2 CANS OF UNDERCOATING	4462-480065	13.98	13.98
96246	04/03/2024	00167 GRAINGER INC	LOCKS AND SUPPLIES FOR LOTO PROGRAM	9053974680	2,336.46	2,336.46
96247	04/03/2024	03240 HARRANG LONG PC	GENERAL LEGAL	102690	4,600.00	
			WTP STRUCTURAL IMPROVEMENTS	102691	840.48	
			MONROE WL PROJECT	102692	98.88	5,539.36
96248	04/03/2024	02114 JEREMY MARCHANT	OAWU FOR LEVEL 3 DISTRIBUTION CERTIFICA	04.01.24	104.52	104.52
96249	04/03/2024	03785 JOSH NYSETH	OAWU FOR LEVEL 3 DISTRIBUTION CERTIFICA	04.01.24	172.86	172.86
96250	04/03/2024	00373 OREGON AFSCME	UNION DUES FOR PR 03.22.24	PR 03.22.24	1,054.55	1,054.55
96251	04/03/2024	02833 PROCOM TECHNOLOGIES, LLC	CONTRACT WORK	25943	1,093.50	1,093.50
96252	04/03/2024	03996 RH2 ENGINEERING INC	RH2 CONTRACT#03996-11-2023-CRW CONCRETE	95361	29,217.57	29,217.57
96253	04/03/2024	00229 RICOH USA, INC.	COPIER LEASE #1021276-3734774- 03/12-04/	108132937	208.86	208.86
96254	04/03/2024	00229 RICOH USA, INC.	COPIER LEASE #1021276-3734774- 04/05-05/	108127838	208.86	208.86
96255	04/03/2024	03645 RITZ SAFETY LLC	MULTIPLE SETS OF RAIN GEAR	6654751a	2,525.41	
			ON SITE ANNUAL CONFINED SPACE RESCUE TRA	6666501	800.00	
			MULTIPLE SETS OF RAIN GEAR	6654751	787.01	4,112.42
96256	04/03/2024	04310 ROBERT HALF LLC	TEMPORARY POSITION - PAYROLL	63378951	3,172.00	3,172.00

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96257	04/03/2024	04485 W3GLOBAL	SERVICES OF TRAVIS ANDREWS	34588	3,600.00	3,600.00
96258	04/03/2024	02373 WORLD CUP COFFEE & TEA SERVICE	COFFEE, TEA & SUPPLIES	0264879	82.10	82.10
96259	04/03/2024	00304 CANTEL SWEEPING	MARCH LOT SWEEPING SERVICES	e32403	275.00	
			MARCH LOT SWEEPING SERVICES	e32402	210.00	
			MARCH LOT SWEEPING SERVICES	e32404	193.00	678.00
96260	04/03/2024	04256 CITY WIDE FACILITY SOLUTIONS	FACILITY SERVICES	ST1035000183	2,030.00	2,030.00
96261	04/03/2024	04481 TREY DEPRETTO	OAWU FOR LEVEL 3 DISTRIBUTION CERTIFICA	04.01.24	116.58	116.58
96262	04/03/2024	03218 DIRECT TRANSPORT INC	DELIVERY OF BOARD PACKETS	318233	50.48	50.48
96263	04/03/2024	03240 HARRANG LONG PC	GENERAL LEGAL	102690	4,600.00	
			WTP STRUCTURAL IMPROVEMENTS	102691	840.48	
			MONROE WL PROJECT	102692	98.88	5,539.36
96264	04/03/2024	00373 OREGON AFSCME	UNION DUES FOR PR 03.22.24	PR 03.22.24	1,054.55	1,054.55
96265	04/03/2024	03996 RH2 ENGINEERING INC	RH2 CONTRACT#03996-11-2023-CRW CONCRETE	95361	29,217.57	29,217.57
96266	04/03/2024	03645 RITZ SAFETY LLC	MULTIPLE SETS OF RAIN GEAR	6654751a	2,525.41	
			ON SITE ANNUAL CONFINED SPACE RESCUE TRA	6666501	800.00	
			MULTIPLE SETS OF RAIN GEAR	6654751	787.01	4,112.42
96267	04/03/2024	04310 ROBERT HALF LLC	TEMPORARY POSITION - PAYROLL	63378951	3,172.00	3,172.00
96268	04/03/2024	04485 W3GLOBAL	SERVICES OF TRAVIS ANDREWS	34588	3,600.00	3,600.00
96269	04/10/2024	00573 ABC ROOFING INC.	PUMP STATION ROOF MAINTENANCE/REPAIR	S94008913	8,938.00	8,938.00
96270	04/10/2024	04553 ANTEC CORPORATION	FIELD SUPPORT SERVICES - SEAL REPLACEMENT	9571	1,050.00	1,050.00
96271	04/10/2024	00285 ARAMARK UNIFORM SERVICES INC	ACCT. #934649000 - BUILDING MAINT. SUPPL	5291429325	99.82	
96272	04/10/2024	00317 CDW GOVERNMENT INC.	ACCT. #934649000 - BUILDING MAINT. SUPPL	5291433878	99.82	199.64
96273	04/10/2024	00063 CESSCO INC	IT HARDWARE	QF88314	44.02	44.02
96274	04/10/2024	00200 CLACKAMAS COUNTY	90 LB BREAKER WITH OILER	472208	1,674.50	1,674.50
			REDLAND RD PHASE ONE	20-10963	295,523.86	295,523.86

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96275	04/10/2024	02127 CLACKAMAS RIVER	4TH QTR FY 2024 PARTICIPATION	82	34,251.50	34,251.50
96276	04/10/2024	03472 CREATIVE FINANCIAL STAFFING	TEMP HR SERVICES: AILANA GONZALEZ	1241102212	1,412.98	1,412.98
96277	04/10/2024	03218 DIRECT TRANSPORT INC	DELIVERY OF BOARD PACKETS	320414	66.83	66.83
96278	04/10/2024	04419 ECAMSECURE	SECURITY SYSTEM EQUIPMENT AND LABOR	1172410	127,000.11	127,000.11
96279	04/10/2024	04088 REESE FOXWORTHY	OAWU FOR LEVEL 3 DISTRIBUTION CERTIFICA	04.01.24	115.24	115.24
96280	04/10/2024	00167 GRAINGER INC	FACIAL TISSUES	9059349978	47.42	47.42
			HEAT DRINK	9057954522	27.44	27.44
			BATTERIES FOR SMALL EQUIPMENT	9064801427	18.01	18.01
			HEAT DRINK	9057954515	9.23	102.10
96281	04/10/2024	04180 MADRONE TECHNOLOGY GROUP INC.	IT SOFTWARE SUBSCRIPTION	3658	3,306.42	3,306.42
			CONTRACT WORK	3647	1,822.50	1,822.50
			TELECOMMUNICATION	3667	1,600.70	1,600.70
			CONTRACT WORK	3683	337.50	337.50
			IT SOFTWARE SUBSCRIPTION	3682	200.00	200.00
			CONTRACT WORK	3661	67.50	7,334.62
96282	04/10/2024	04577 MATRIX VIDEO PRODUCTION INC	MATRIX VIDEO PRODUCTION INC. - CFD TRAIN	3612	937.50	937.50
96283	04/10/2024	04055 NYLUND INC	WATER LINE CONSTRUCTION	4500	359,980.71	359,980.71
96284	04/10/2024	00306 OFFICE DEPOT INC	ACCT#90261180 - ID#38683228 - OFFICE SUP	359332519001	161.38	161.38
			ACCT#90261180 - ID#38683228 - OFFICE SUP	359161257001	21.36	21.36
			ACCT#90261180 - ID#38683228 - OFFICE SUP	359161349001	3.78	186.52
96285	04/10/2024	00373 OREGON AFSCME	UNION DUES FOR PR 04.05.24	PR 04.05.24	1,023.60	1,023.60
96286	04/10/2024	01198 PACIFIC OFFICE AUTOMATION	COPIER LEASE ACCT# 1055811323 MARCH 2024	5028859045	180.00	180.00
			COPIER LEASE ACCT# 1055811323 APRIL 2024	5029246302	180.00	360.00
96287	04/10/2024	00018 PITNEY BOWES GLOBAL FIN SVC LL	POSTAGE REFILL	03.20.24	20.00	20.00
96288	04/10/2024	04310 ROBERT HALF LLC	TEMPORARY POSITION - PAYROLL	63408738	3,172.00	3,172.00
96289	04/10/2024	03394 TEAM ELECTRIC COMPANY	OUTLET FOR PLANT EFFLUENT FLOW METER	27114	242.00	242.00
96290	04/10/2024	00282 TERMINIX INTERNATIONAL INC	CUST.# 1703011 -MARCH PEST CONTROL SERV	444931539	131.00	131.00

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96291	04/10/2024	00160 TOP INDUSTRIAL SUPPLY INC	9100 SE MANGAN DR- CUST.# 1703007 MARCH	444930953	112.00	243.00
96292	04/10/2024	00107 UNITED SITE SERVICES INC	PRESSURE GAUGE W/FITTINGS	128318	103.02	103.02
96293	04/10/2024	04485 W3GLOBAL	SHOP RENTAL WITH HANDWASH	INV-4357805	488.00	
96294	04/10/2024	04513 WOLFE CONSULTING LLC	CLEANING OF PORTABLE RESTROOMS RIVERSIDE	114-13826538	360.00	
96295	04/17/2024	04307 BEND MAILING SERVICES, LLC	CLEANING OF PORTABLE RESTROOMS	114-13826853	180.00	1,028.00
96296	04/17/2024	03319 C & R REFORESTATION	SERVICES OF TRAVIS ANDREWS	34710	4,230.00	4,230.00
96297	04/17/2024	03811 CHRISTENSEN INC	FINANCE/AUDIT CONSULT	3642	4,837.50	4,837.50
96298	04/17/2024	00519 COLONIAL LIFE	MARCH & APRIL PROCESSING & POSTAGE	90443	10,301.97	10,301.97
96299	04/17/2024	00008 CONSOLIDATED SUPPLY CO.	HILL ST PROPERTY & EASEMENT MAINTENANCE	4102024	5,335.00	5,335.00
96300	04/17/2024	04480 CRAIG CROCKETT	UNLEADED AND DIESEL	05555561-IN	2,597.06	2,597.06
96301	04/17/2024	04487 G.A.W. INC DBA VACX	APRIL 2024 VOLUNTARY PAYROLL DEDUCTION,	77938620305173	353.61	353.61
96302	04/17/2024	04481 TREY DEPRETTO	REED WRENCH SETS	S011830007.001	1,907.61	1,907.61
96303	04/17/2024	00133 LES SCHWAB TIRE CENTERS INC	CDL CLASS A PERMIT TESTING FEE	04.05.24	70.00	70.00
96304	04/17/2024	04180 MADRONE TECHNOLOGY GROUP INC.	POT HOLING SE MONROE & SE FULLER	24V-10950	5,363.85	5,363.85
96305	04/17/2024	04413 ELIZABETH MCGINNIS	REPLACEMENT PARD OF RUBBER BOOTS	04.15.24	134.99	134.99
96306	04/17/2024	00306 OFFICE DEPOT INC	FOUR NEW TIRES 22-100	22700870361	1,149.84	
96307	04/17/2024	00048 OREGON CITY, CITY OF	FOUR NEW TIRES 15-500	22700870362	1,110.24	2,260.08
96308	04/17/2024	02240 PACIFIC POWER GROUP LLC	CONTRACT WORK	3709	877.50	
96309	04/17/2024	00021 PGE	IT SOFTWARE SUBSCRIPTION	3722	41.91	919.41
			PER DIEM FOR OREGON PREPARED CONFERENCE	04.22.24	326.25	326.25
			ACCT#90261180 - ID#38883228 - OFFICE SUP	359506799001	32.19	32.19
			PAYMENTS FOR SVC TO CRW CUST. IN OREGON	02/29/24-03/31/24	5,311.70	5,311.70
			SERVICE CALL TO LOOK OVER PORTABLES	515498-00	1,529.78	
			INSTALLATION OF BLACK HEATER FOR MAIN GA	514981-00	736.05	2,265.83
			WTP MARCH 2024	WTP MARCH 2024	32,603.42	

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96310	04/17/2024	04521 PORTLAND ENGINEERING, INC	PUMP STATION MARCH 2024	PUMP STATION MAR	26,415.86	62,475.77
96311	04/17/2024	00229 RICOH USA, INC.	ADMIN MARCH 2024	ADMIN MAR 2024	3,456.49	3,949.75
96312	04/17/2024	00229 RICOH USA, INC.	CONTRACT WORK- SCADA SUPT.	12272	3,949.75	193.84
96313	04/17/2024	03548 RIVER CITY ENVIRONMENTAL INC	ADDITIONAL COPIES #1021276-3745995 03/01	5069217185	193.84	88.67
96314	04/17/2024	04310 ROBERT HALF LLC	ADDITIONAL COPIES #1021276-3797919 03/01	5069216303	88.67	30.86
96315	04/17/2024	00339 SEPTIC TECHNOLOGIES INC	ADDITIONAL IMAGES #1021276-3734774- 03/0	5069230139	30.86	1,000.00
96316	04/17/2024	03701 SHRED NORTHWEST LLC	17922 S DEININGER RD- WO 24-0008	351573166	1,000.00	600.00
96317	04/17/2024	00024 SOUTH FORK WATER BOARD	7077 SE FIR AVE W/GAS LINE DAMAGE- WO 24	351550014	600.00	3,172.00
96318	04/17/2024	00577 SPECIAL DISTRICTS ASSOC OREGON	TEMPORARY POSITION - PAYROLL	63440819	3,172.00	100.00
96319	04/17/2024	03614 SOCIETY OF ST. VINCENT DE PAUL	ANNUAL DISCHARGE, MONITORING REPORT FEE,	19961	100.00	108.00
96320	04/17/2024	00107 UNITED SITE SERVICES INC	SYSOPS SHREDDING SERVICE	14568032224	108.00	108.00
96321	04/17/2024	02854 VERIZON WIRELESS	ADMIN SHREDDING SERVICE	2945032224	108.00	30,023.36
96322	04/24/2024	00002 AMERICAN FAMILY LIFE ASSURANCE	WATER PURCHASED - MARCH 2024	02/29-03/31/24	30,023.36	70,727.00
96323	04/24/2024	02115 DAMON BAILEY	APRIL HEALTH BENEFITS PROGRAM	03-0054042	70,727.00	5,000.00
96324	04/24/2024	02254 ADAM BJORNSTEDT	LOW INCOME ASSISTANCE FOR CRW CUSTOMERS	04.16.24	5,000.00	46.45
96325	04/24/2024	00304 CANTEL SWEEPING	PORTABLE RESTROOMS	INV-4398611	46.45	26.55
96326	04/24/2024	00164 CENTURYLINK	ACC:#642537089-00001 CELL PHONE CHARGES	9960552662	26.55	1,070.68
			ACC: 0XNX3 - VOL. PAYROLL DEDUCT MARCH 2	311134	1,070.68	1,070.68
			ACC: 0XNX3 - VOL. PAYROLL DEDUCT APRIL 2	656199	1,070.68	159.00
			EMPLOYEE REIMBURSEMENT - MILEAGE/ TRAVEL	04.22.24	159.00	159.00
			EMPLOYEE REIMBURSEMENT - MILEAGE/MEALS	04.24.24	159.00	275.00
			APRIL LOT SWEEPING SERVICES	e33093	275.00	210.00
			APRIL LOT SWEEPING SERVICES	e33092	210.00	193.00
			APRIL LOT SWEEPING SERVICES	e33094	193.00	399.06
			ACC# 503-Z05-0025 691B PHONE SERVICES MA	04.05.24	399.06	50.72
			ACC# 503-723-6700 962 APRIL 2024	04.17.247	50.72	449.78

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96327	04/24/2024	04256 CITY WIDE FACILITY SOLUTIONS	ADMIN	ST1035000189	5,439.56	5,439.56
96328	04/24/2024	03597 CLOUD RECORDS MANAGEMENT	ORMS-0153 / MONTHLY USER FEE PER USER OR	213525	370.20	370.20
96329	04/24/2024	02555 COMCAST	COMCAST MONTHLY CABLE INTERNET	04.01.24	256.85	256.85
96330	04/24/2024	00008 CONSOLIDATED SUPPLY CO.	FLANGE BOLT AND NUT SET	S011858147.001	753.00	753.00
96331	04/24/2024	03238 CONSOR NORTH AMERICA	ENGINEERING SERVICES -I205 CROSSINGS, CI	W221673OR.A1-2	41,019.20	
			ENGINEERING SERVICES -I205 CROSSINGS, CI	W221673OR.A1-3	21,033.05	
			82ND DR, PHASE 2	W221673OR.A2-3	9,119.75	71,172.00
96332	04/24/2024	03472 CREATIVE FINANCIAL STAFFING	TEMP HR SERVICES: RACHELLE BALL	124140229	1,625.93	
			TEMP HR SERVICES: RACHELLE BALL	124130216	1,192.28	2,818.21
96333	04/24/2024	04481 TREY DEPRETTO	EMPLOYEE REIMBURSEMENT PER DIEM	04.24.24	159.00	159.00
96334	04/24/2024	03218 DIRECT TRANSPORT INC	DELIVERY OF BOARD PACKETS	321110	80.76	80.76
96335	04/24/2024	04380 EXECUTIVE SECURITY SERVICES	ROUTINE PATROL - FY 24	15345	3,900.00	3,900.00
96336	04/24/2024	01844 FERGUSON ENTERPRISES INC	2 OF 3' BR3 TEE	1256628	943.68	943.68
96337	04/24/2024	00073 FIRST RESPONSE INC.	ALARM RESPONSE TO WTP	63697	75.00	75.00
96338	04/24/2024	04088 REESE FOXWORTHY	REIMBURSEMENT FOR CERT APPLICATION AND T	04.22.24	203.50	203.50
96339	04/24/2024	03887 DBA: NAPA AUTO PARTS GENUINE	2 FILTERS FOR FUEL DISPENSING FILTERS	4462-481037	43.57	43.57
96340	04/24/2024	04411 GOODFELLOW BROS LLC	SPOILS DUMPING	17366	960.00	960.00
96341	04/24/2024	00167 GRAINGER INC	24 PIECES OF HYDRANT GREASE & 4 PCS OF A	9073396781	494.04	
			4 PCS SQUARE SIGN POST ANCHOR	9084935452	371.16	
			6 PCS OF SQUARE POST ANCHOR	9083865486	252.48	
			3 PCS SQUARE SIGN POST ANCHOR	90838675879	126.24	
			MISC SUPPLIES	9083683665	29.46	1,273.38
96342	04/24/2024	03473 HASA INC	HYPOCHLORITE SOLUTION	946836	10,426.00	10,426.00
96343	04/24/2024	04596 STEVEN HOUCK	EMPLOYEE REIMBURSEMENT - MILEAGE/ TRAVEL	04.24.24	159.00	159.00
96344	04/24/2024	00327 HR ANSWERS INC	PROFESSIONAL SERVICES	INV-103040	3,780.00	3,780.00

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96345	04/24/2024	03759 KENNEDY/JENKS CONSULTANTS INC	EMERGENCY POWER STUDY - CONTRACT #03759-	170964	9,962.50	9,962.50
96346	04/24/2024	03289 LANE COUNCIL OF GOVERNMENTS	OCT-DEC 2023 LABOR HOURS	92742	100.00	100.00
96347	04/24/2024	00133 LES SCHWAB TIRE CENTERS INC	21-300 REPLACEMENT BATTERIES	22700872932	440.56	440.56
96348	04/24/2024	02487 LLC LINESCAPE DIRECTIONAL BORING	DIRECTIONAL BORING	61992	550.00	550.00
96349	04/24/2024	04171 LSK GRAPHICS INC.	GRAPHIC DESIGN	03.08.24	411.00	
			GRAPHIC DESIGN	04.17.24	325.00	736.00
96350	04/24/2024	04180 MADRONE TECHNOLOGY GROUP INC.	CONTRACT WORK	3727	2,700.00	
			CONTRACT WORK	3728	1,620.00	4,320.00
96351	04/24/2024	00306 OFFICE DEPOT INC	ACCT#90261180 - ID#38683228 - OFFICE SUP	360854218001	81.74	
			ACCT#90261180 - ID#38683228 - OFFICE SUP	359076598001	49.94	131.68
96352	04/24/2024	00373 OREGON AFSCME	UNION DUES FOR PR 04.18.24	PR 04.18.24	1,028.17	1,028.17
96353	04/24/2024	04367 OREGON CITY GARAGE DOOR LLC	REPAIR OR REPLACE GARAGE CURTAIN SENSORS	52558296	350.00	350.00
96354	04/24/2024	03815 PETROCARD INC	PLANT FUEL	C437290	72.10	72.10
96355	04/24/2024	04521 PORTLAND ENGINEERING, INC	SCADA SUPPORT CONTRACT #04521-12-2023	12365	7,126.25	7,126.25
96356	04/24/2024	00151 PROVIDENCE OCCUPATIONAL HEALTH	PHYSICAL EXAM - DOT	49878	78.00	78.00
96357	04/24/2024	00229 RICOH USA, INC.	ADDITIONAL COPIES #1021276-3745995 05/05	108212902	208.86	208.86
96358	04/24/2024	00229 RICOH USA, INC.	ADDITIONAL COPIES #1021276-3797919 03/10	108142019	45.75	45.75
96359	04/24/2024	03645 RITZ SAFETY LLC	COAT W/POCKETS FOR SAFETY TRAINING, EQUI	6672233	406.48	406.48
96360	04/24/2024	04310 ROBERT HALF LLC	TEMPORARY POSITION - PAYROLL	63470198	3,053.05	3,053.05
96361	04/24/2024	02113 SHAWN SANDBERG	EMPLOYEE REIMBURSEMENT - MILEAGE/ TRAVEL	04.22.24	159.00	159.00
96362	04/24/2024	01677 TOYOTA OF GLADSTONE	3310 INSPECTION	729134	180.78	180.78
96363	04/24/2024	00107 UNITED SITE SERVICES INC	PORTABLE RESTROOMS	INV-4422939	334.00	334.00
96364	04/24/2024	00165 UNIVAR SOLUTIONS USA INC	CALCIUM HYPOCHLORITE 3" TABS	51941377	2,725.60	2,725.60
96365	04/24/2024	02854 VERIZON WIRELESS	ACC.#472115222-00001 CELL PHONE CHARGES	9961310034	1,995.99	

Monthly Check History Listing

Clackamas River Water
4/1/2024 to 4/30/2024

apCkHist
05/01/2024 9:26AM

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
96366	04/24/2024	04485 W3GLOBAL	ACC.#472115222-00002 CELL PHONE CHARGES	9961310035	916.15	2,912.14
			SERVICES OF TRAVIS ANDREWS	34770	4,365.00	
			SERVICES OF TRAVIS ANDREWS	34823	3,960.00	8,325.00
96367	04/24/2024	00130 WASTE MANAGEMENT OF OREGON	TRASH REMOVAL SERVICES-RIVERSIDE PARK -	9498819-1574-6	2,167.54	
			TRASH REMOVAL SERVICES-MANGAN - CUST.# 5	9498820-1574-4	552.09	2,719.63
96368	04/24/2024	04486 WESTERN WATER WORKS	300FT OF 7700-10	3105264-00	3,739.10	3,739.10
96369	04/24/2024	02247 WHA INSURANCE AGENCY INC	MERP ADMIN FEE MARCH 2024	04.11.24	50.00	50.00
96370	04/24/2024	02373 WORLD CUP COFFEE & TEA SERVICE	COFFEE, TEA & SUPPLIES	0267880	174.70	174.70

apbank Total: 1,511,513.76

149 checks in this report

Total Checks: 1,511,513.76

CLACKAMAS RIVER WATER

REGULAR BOARD MEETING

May 15, 2024

SUBJECT **Cash & Investment Ending Balances Report**

DRAFT MOTION	Move to approve the consent agenda
EFFECTIVE DATE	May 15, 2024

PRINCIPAL STAFF PERSON

BOARD ACTION REQUESTED Approve the consent agenda items.

DOCUMENTS ATTACHED None

Agenda Summary

BACKGROUND

Clackamas River Water
Cash & Investment Ending Balances by Month
FY 2024

	<u>US Bank General Checking</u>	<u>LGIP</u>	<u>Total</u>	<u>LGIP Interest Earnings</u>	<u>LGIP Interest Rate</u>
July	\$ 7,003,421	\$ 19,201,790	\$ 26,205,211	\$ 66,723	4.11%
Aug	\$ 7,229,010	\$ 19,273,810	\$ 26,502,820	\$ 72,020	4.42%
Sept	\$ 8,455,698	\$ 19,347,156	\$ 27,802,854	\$ 73,346	4.63%
Oct	\$ 3,076,682	\$ 24,445,249	\$ 27,521,931	\$ 98,094	4.90%
Nov	\$ 3,664,569	\$ 24,545,709	\$ 28,210,278	\$ 100,400	5.00%
Dec	\$ 1,834,249	\$ 26,656,520	\$ 28,490,769	\$ 110,811	5.00%
Jan	\$ 1,893,738	\$ 26,769,394	\$ 28,663,132	\$ 112,874	5.00%
Feb	\$ 1,826,691	\$ 26,879,690	\$ 28,706,381	\$ 110,296	5.20%
Mar	\$ 2,110,418	\$ 26,998,078	\$ 29,108,496	\$ 118,388	5.20%
Apr	\$ 707,639	\$ 27,113,152	\$ 27,820,791	\$ 115,074	5.20%

CLACKAMAS RIVER WATER

REGULAR BOARD MEETING

May 15, 2024

SUBJECT Consider Adoption of Res. 05-2024 Ratifying the Contracts with W3 Global and Robert Half, LLC

DRAFT MOTION	Acting as CRW’s Local Contract Review Board, I move that the Board adopt Resolution 05-2024 ratifying the contracts with W3 Global and Robert Half, LLC
EFFECTIVE DATE	May 15, 2024

PRINCIPAL STAFF PERSON Todd Heidgerken, General Manager

BOARD ACTION REQUESTED The Board is requested to adopt Res. 06-2024

DOCUMENTS ATTACHED Res 05-2024

Agenda Summary

BACKGROUND The General Manager executed a contract with W3 Global for staffing of the position of Interim Water Resources Manager. That staffing has continued longer than expected through the transition of that position and, as a result, the amounts owed under the W3 Global contract now exceeds the General Manager’s delegated contracting authority.

Additionally, the General Manager executed a contract with Robert Half, LLC for temporary employees, including one placement requiring a conversion fee for the hiring of the temporary employee as a full-time regular employee. As a result of the number of successful placements, the amounts owed under that contract now exceed the General Manager’s delegated contracting authority.

STAFF RECOMMENDATION Staff recommends ratifying the contracts with W3 Global & Robert Half, LLC

**CLACKAMAS RIVER WATER
RESOLUTION 05-2024
A RESOLUTION RATIFYING CONTRACTS WITH W3 GLOBAL &
ROBERT HALF, LLC**

WHEREAS, the General Manager executed a contract with W3 Global for staffing of the position of Interim Water Resources Manager; and

WHEREAS, the staffing of services through W3 Global has continued longer than expected through the transition of that position, such that the amounts owed under the W3 Global contract now exceed the General Manager's delegated contracting authority; and

WHEREAS, the General Manager executed a contract with Robert Half LLC for temporary employees, including one placement requiring a conversion fee for the hiring of the temporary employee as a full-time regular employee; and

WHEREAS, the amounts owed under the Robert Half LLC contract now exceed the General Manager's delegated contracting authority; and

WHEREAS, it is in the best interests of CRW that it continue to receive services under the W3 Global and Robert Half LLC contracts.

NOW THEREFORE BE IT RESOLVED by the Clackamas River Water Board of Commissioners that:

1. The contract between CRW and W3 Global is ratified by the Board; and
2. The contract between CRW and Robert Half LLC is ratified by the Board.

ADOPTED by the Clackamas River Water Board of Commissioners on this 15th day of May 2024.

Sherry French, President

Tessah Danel, Secretary

CLACKAMAS RIVER WATER

REGULAR BOARD MEETING

May 15, 2024

SUBJECT Consider Approval of Contract Amendment with Executive Security Services, Inc. Exceeding the General Managers Signature Authority

DRAFT MOTION	Move the Board approve the Contract Amendment for Security and Patrol Services with Executive Security Services, Inc. for \$85,000 and authorize the General Manager to sign the amendment.
EFFECTIVE DATE	May 15, 2024

PRINCIPAL STAFF PERSON Todd Heidgerken, General Manager

BOARD ACTION REQUESTED The Board will be asked to approve the contract amendment

DOCUMENTS ATTACHED

Agenda Summary

BACKGROUND The contract for Security and Patrol Services with Executive Security Services (ESSI) was previously executed by the General Manager within the General Managers signature authority. Staff would like to have ESSI perform additional patrols at Riverside Park on an as needed basis prior to Memorial Day weekend when the summer security officer starts routine presence and to allow for extending the officer presence on weekends in September weather dependent. The increased not to exceed amount would also allow flexibility for staff to request security presence if needed in field situations.

STAFF RECOMMENDATION Approve the contract amendment

CLACKAMAS RIVER WATER

Agenda Item – 3

REGULAR BOARD MEETING

May 15, 2024

SUBJECT

Consider Approval of Intergovernmental Agreement (IGA) with Clackamas County: Waterline Improvements and Water System Relocation During the SE Monroe Improvement Project.

DRAFT MOTION

Move to approve the IGA with Clackamas County for design and construction services associated with Waterline improvements and water system relocation during the SE Monroe Improvement Project.

EFFECTIVE DATE

May 15, 2024

PRINCIPAL STAFF PERSON

Anthony Steele – Engineering Associate

BOARD ACTION REQUESTED

The Board is requested to authorize the IGA.

DOCUMENTS ATTACHED

Exhibit A – Project Map
Exhibit B – IGA

Agenda Summary

BACKGROUND

Clackamas County Development agency has undertaken an improvement project along SE Monroe St corridor from SE Linwood Ave to SE Fuller Rd, including SE 72nd Ave and a portion of SE Thompson Rd.

This project has been anticipated and coordinated with County staff to incorporate water system improvements and relocations into the project via an IGA. The improvements are included in our BN 2023-25 budget.

The proposed IGA will allow the water system improvements and relocations to be constructed by a single contractor, under one project timeline, and without a separate procurement process or additional schedule coordination for the piecemeal components included in the water system work.

The proposed IGA includes the design, drafting and technical specification work for the water system improvements and relocations to be included in the project contract documents, as well as the construction of the project, if the project is successfully awarded to a contractor. The proposed IGA allows CRW to withdraw from the contract work if bids exceed the Engineer Estimate by 25%.

STAFF

RECOMMENDATION

Staff recommends approval and signature of the IGA as presented.

Project Details

The Monroe Improvements Project is a Clackamas River Water (CRW) Capital Improvement Project to replace and relocate waterlines, meters, and fire hydrants during a Clackamas County Road improvement project. This project consists of replacing approximately 3400 feet of waterline, 55 domestic services with meters, 8 fire hydrants and other miscellaneous facilities. Construction will be along Monroe St. between Linwood Ave. and Fuller Rd. in Clackamas County, OR.

Construction Cost: Approximately \$1,000,000

Benefits: This project is necessary to relocate pipes and meters along the roadway to be widened by Clackamas County. The existing water main is inadequately sized and will be replaced with pipe sized to provide the required fire flow.

Construction Schedule and Impacts

Schedule:

Design: July 2023 – June 2024

Construction: Oct 2024 – Sep 2025 (in conjunction with Clackamas County Road Improvements)

Time of Day Affected:

Monday – Friday, 7:00 a.m. – 5:00 p.m.



Impact: Construction activity will produce noise, dust, and diesel equipment fumes during work hours. During construction, there will be open trenches and equipment in the area such as; dump trucks, excavators, cutting of pavement, trench rollers, and compactors. Erosion control and spill prevention will be performed to protect natural resources. Roadways disturbed by the utility work will be repaved at the end of the project. Customers will be notified prior to loss of water service, which will be limited to the duration necessary to carry out the required connections.

Traffic: There will be road restrictions during work hours. Access to local driveways may be disrupted occasionally during the work. Emergency access will be provided at all times.

Contact Information: Anthony Steele, P.E., *Engineering Associate*; (503) 722-9239

16770 SE 82nd Drive, Clackamas, Oregon 97015 | 503-722-9220 | www.crwater.com
Hours: Monday – Thursday 7:30 a.m. – 5:00 p.m., Friday 7:30 a.m. – 4:00 p.m.



**INTERGOVERNMENTAL AGREEMENT BETWEEN
CLACKAMAS RIVER WATER AND THE CLACKAMAS COUNTY DEVELOPMENT AGENCY
RELATING TO THE SE MONROE STREET IMPROVEMENT PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into between Clackamas River Water, a domestic water district organized under ORS chapter 264 ("CRW"), and Clackamas County Development Agency, a corporate body politic ("Agency"), collectively referred to as the "Parties" and each a "Party."

RECITALS

- A. This Agreement is entered into pursuant to ORS 190.010, which confers authority on local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreements, its officers or agencies have authority to perform.
- B. The Agency is the urban renewal authority of Clackamas County, and CRW provides potable water to customers within its jurisdictional boundary.
- C. The Agency is currently planning the SE Monroe Street Improvement Project (the "Monroe Project"), which is located within the boundary of the Agency's North Clackamas Revitalization Area urban renewal district and an area where CRW provides potable water services. The Monroe Project will redesign the SE Monroe corridor from SE Linwood Avenue to SE Fuller Road, SE 72nd Avenue between Monroe and Thompson, and SE Thompson Road west of Lot Whitcomb Elementary School. The Monroe Project will complete missing sidewalk sections and bike lane connections by installing a multi-use path separated from traffic, improving safety and connectivity for pedestrians, cyclists, and motorists. The Monroe Project also includes curb ramp upgrades, landscaping strips, roadway and utility improvements, construction of a mini-roundabout at the 72nd and Monroe intersection and updates to existing stormwater facilities to improve stormwater management.
- D. CRW desires certain waterline improvements, including replacing a portion of its existing water main, services, fire hydrants and appurtenances, within the areas of the Monroe Project. The Agency is willing to cooperate and incorporate said waterline improvements into the Agency's Monroe Project as follows: subject to the terms this Agreement, the Agency will undertake the CRW Monroe St Waterline Improvements (the "CRW Project") that will include the work identified in **Exhibit A** to this Agreement, and which lies within the SE Monroe Street roadway in an area identified in **Exhibit B** to this Agreement (the "Project Area").
- E. The Parties have determined it is in the best interest of the public to have a basis for a cooperative working relationship for the provisioning of design and construction services on the CRW Project.

AGREEMENT

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

1. **Term.** This Agreement becomes effective as of the last date of signature by a Party indicated below. Unless terminated earlier pursuant to Section 5 of this Agreement, this Agreement will expire upon the completion of each and every obligation of the Parties set forth in this Agreement, or by December 31, 2025, whichever is sooner.

2. **CRW's Obligations.**
 - a. **Scope of Work.** Subject to Subsections 2(e) and 2(f), CRW agrees to the scope of work set out in Exhibit A and Exhibit A.1. Before the Agency solicits bids for construction of the improvements contemplated by the Monroe Project, CRW will provide final signed and stamped plans, special provisions, and a bid schedule for the CRW Project, and review the plans and procurement materials produced by the Agency's contractor in connection with the Monroe Project, to identify any changes required to meet CRW's needs for the CRW Project. CRW will certify in writing that the design and associated plans provided by the Agency have been reviewed by CRW and are satisfactory in all respects for the purposes of procuring construction services in connection therewith.
 - i. If no contract for construction is awarded that includes the CRW Project, as provided in Subsections 2(e) and 2(f), CRW will not be responsible for participation in Tasks 4 and 5 of Exhibit A, subject to renegotiation allowances provided elsewhere in this Agreement.

 - b. **Project Coordination.** CRW shall coordinate design requirements and assist in developing the contract documents. CRW will assist the Agency when necessary to provide responses to requests for information from bidders and contractors. CRW will provide engineering review, comments, information or approval, as required to the Agency or to the Agency's consultant, for purposes of fulfilling the purpose of this Agreement.

 - c. **Project Inspections and Testing.** At its cost and own expense, CRW is responsible for on-site inspection related to the CRW Project, as provided in Exhibit A.

- d. Payment Obligations. CRW will be responsible for the following costs associated with the CRW Project:
 - i. All costs of **Engineering Services** performed, as identified in Exhibit A to this Agreement, not to exceed the amount specified in **Exhibit C**, unless the Parties amend this Agreement by modifying the Scope of Work set out in Exhibit A.
 - ii. All **costs of construction** of CRW Project elements, as completed and as identified in the bid schedule section provided for CRW Project work or as approved by Change Order.
 - iii. **Administrative costs** the Agency incurs in the administration of the CRW Project, not to exceed One Thousand Dollars (\$1,000.00). CRW shall pay Agency within 30 days of the receipt of the Agency's invoice to CRW.
- e. CRW agrees to participate with Agency to contract for the construction of the CRW Project as part of the Monroe Project, based on the winning bid resulting from Agency's procurement process incorporating those design plans approved in writing by CRW, except where the Parties mutually agree that the winning bid is unacceptable. For purposes of this Agreement, the Parties agree that bids for CRW Project work within the Monroe Project bid schedule that exceed the CRW engineer's estimate as shown in **Exhibit D** by 25% or more, would be deemed to be unacceptable, unless CRW agrees to proceed with those bids.
- f. If the winning bid is deemed unacceptable by CRW, as provided in Subsection 2(e), and the Agency contracts for the construction of the Monroe Project without the CRW Project, the Parties shall, if necessary, renegotiate in good faith, an agreement on the scope of work, as related to public water infrastructure, and associated costs, necessary for the completion of the Monroe Project.

3. **Agency's Obligations.**

- a. Scope of Work. The Agency will contract for the scope of work set out in Exhibit A. Before soliciting bids for construction of the improvements contemplated by the Monroe Project, the Agency will obtain CRW's written certification of the contract documents produced by the Agency's consultant incorporating the CRW Project into the procurement materials, which certification shall

not be withheld unreasonably. If no contract for construction is awarded that includes the CRW Project, as provided in Subsections 2(e) and 2(f), the Agency will not perform Task 4 of Exhibit A.

- b. Management of the Monroe Project. The Agency will manage the Monroe Project, including the CRW Project, as set forth in Exhibit A of this Agreement, and administer the associated engineering, design and construction contracts.
- c. Project Professional and Project Cost. Agency shall be responsible for all Monroe Project costs not associated with the CRW Project as detailed in Exhibits A, C and D.
- d. Invoice Obligations. Agency will invoice CRW within 30 days of receiving an invoice for work performed on CRW's behalf.

For Engineering Services performed on CRW's behalf, as set out in Exhibit A, and as provided by Subsection 3(a), Agency shall not invoice CRW, and CRW shall not be liable for, amounts in excess of those listed in Exhibit C, unless the Parties amend this Agreement by modifying the Scope of Work set out in Exhibit A.

For construction of CRW Project elements, the Agency shall provide CRW all progress payment requests for the construction of CRW Project elements of work for review and approval by CRW, prior to authorization for payment by the Agency. The Agency shall not invoice CRW for work that has not been approved by CRW, no for amounts in excess of the CRW Project work within the Bid Schedule, unless otherwise approved by Change Order

- e. If Agency's procurement process for the Monroe Project results in no bids deemed acceptable by Agency, and Agency determines to undergo a subsequent rebid solicitation, Agency shall inform CRW of the Agency's intention without unreasonable delay. Agency agrees to amend this agreement, as required, to revise the Scope of Work, Project Area, and Estimated Construction Costs in Exhibits A, B, and D, and renegotiate the Engineering Cost, as deemed necessary for the subsequent rebid solicitation, as mutually agreed.
4. **Attachments.** The Parties understand and agree that Exhibit A, Exhibit B, Exhibit C and Exhibit D are attached and incorporated into this Agreement as if fully set forth herein.

5. **Termination.**

- a. CRW and Agency, by mutual written agreement, may terminate this Agreement at any time.
- b. Either CRW or Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within thirty (30) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such thirty (30) day period, this provision shall be complied with if the breaching Party begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
- c. CRW or Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- d. Nothing herein shall prevent the Parties from meeting to mutually discuss the Monroe Project.
- e. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

6. Indemnification.

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

or its subcontractors or anyone over which the Agency has a right to control.

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

7. Party Contacts.

- a. Anthony Steele or his designee will act as liaison for CRW for the Monroe Project.

Contact Information:

Anthony Steele
Clackamas River Water
16770 SE 82nd Drive
Clackamas OR 97015
O: (503)722-9239, M: (503)793-1094
asteel@crwater.com

- b. Ken Itel or his designee will act as liaison for Agency for the Monroe Project.

Contact Information:

Ken Itel
Clackamas County Development Agency
150 Beaver Creek Road
Oregon City OR 97045
(503) 742-4324
KennethIte@clackamas.us

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

8. **General Provisions.**

- a. **Oregon Law and Forum.** This agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- b. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.
- c. **Non-Exclusive Rights and Remedies.** Except as otherwise provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- d. **Record and Fiscal Control System.** All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- e. **Access to Records.** The Parties acknowledge and agree that each Party shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- f. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- g. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending

provision shall be stricken. The court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.

- h. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- i. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- j. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- k. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the Agency or CRW.
- l. **No Assignment.** No party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.

- m. **Nonwaiver of Government Rights.** Subject to the terms and conditions of this Agreement, by making this Agreement, the Agency is specifically not obligating itself, Clackamas County, or any other governmental entity with respect to any discretionary governmental action relating to the Project or any associated development, operation and use of the improvements to be constructed on the Project Area, including, but not limited to, condemnation, comprehensive planning, rezoning, variances, environmental clearances or any other governmental County approvals that are or may be required.
- n. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile, or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute and original.
- o. **Authority.** Each Party represents, that is, has the authority to enter into this Agreement on its behalf, and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.
- p. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

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

Clackamas County Development Agency

Clackamas River Water

Chair: Tootie Smith

Name: Sherry French
Title: CRW Board of Commissioners President

Date

Date

EXHIBIT A

SCOPE OF WORK

Scope of Work:

As part of the Agency's SE Monroe Street Improvement Project (Monroe Project), and subject to payments by Clackamas River Water District ("CRW"), the Agency will contract for the construction, and related engineering services, of the CRW Monroe St Waterline Improvements Project (the "CRW Project") on behalf of CRW. Specific elements of construction of the CRW Project to be incorporated are detailed in Exhibit A.1 and Exhibit D.

The Agency authorizes the engineering consultant firm with whom it has contracted ("Engineering Consultant") to provide certain engineering services to CRW as necessary to incorporate the various CRW Project elements into the Monroe Project. CRW shall perform design of all elements of the CRW Project in coordination with the Monroe Project.

The CRW Project design scope is listed in Exhibit A.1. The Scope of engineering services related to the CRW Project ("Engineering Services") is as follows:

Task 1: Meetings, Design Coordination, and Bid Document Incorporation

Agency, and times through its engineering consultant, will coordinate with CRW to incorporate CRW Project elements into the Monroe Project. This shall include:

1. Incorporate CRW Project plans into the Monroe Project plans.
2. Expand Monroe Project paving limits to incorporate CRW elements of work outside of the current paving limits: SE 66th Ave (south of Monroe St), SE 73rd Ct, and SE 74th Ave (south of Monroe St).
3. Update proposed Monroe Project utility plans as necessary to avoid construction conflicts and duplications with proposed water mains, in coordination with CRW.
4. Update water callouts and notes on Monroe Project plans to avoid duplication or conflict with callouts and notes on the incorporated CRW Project plans.
5. Expand erosion control plan to encompass CRW Project.
6. Incorporate CRW Project into the Monroe Project traffic control plan and project phasing.

Agency or Engineering Consultant will produce bid documents that incorporate CRW Project plans and specifications. This Task 1 includes design coordination meetings, as required.

Task 2: Prepare Project Specifications

CRW will prepare special provisions for the installation of CRW Project improvements. Special provisions will reference CRW Technical Specifications and Details. Agency or Engineering Consultant shall assist and coordinate Measurement and Payment provisions of the Contract Documents. Monroe Project and CRW Project specifications shall be in the 2021 APWA/ODOT format for bidding with Clackamas County.

CRW shall prepare a draft list of items for the CRW Project bid schedule for the CRW Project and coordinate with the Engineering Consultant for incorporation into the project Contract Documents.

Task 3: Bidding Assistance

With assistance from CRW, and as required, Agency or Engineering Consultant, will provide written response, to questions regarding water system related CRW Project Plans, Specifications and Contract Documents.

Task 4: Construction Management and Inspection Services

Agency or Engineering Consultant will provide construction management and inspection services for the Monroe Project as detailed below.

Construction management for the CRW Project consists of coordinating CRW Project elements of work in relation to the overall Monroe Project. CRW will provide primary construction management and inspection of CRW Project elements of work and will coordinate work elements directly with the selected construction contractor(s) ("Contractor"); however, Agency, or Engineering Consultant will perform formal contract communications.

CRW shall be fully responsible for Contractor submittal reviews, field inspection and material testing related to the CRW Project. CRW will provide written approval of water-related submittals and responses to water-related RFI's to Agency. Agency or Engineering Consultant shall communicate the CRW review results and RFI responses to the Contractor.

CRW shall provide inspection services for the CRW Project elements, track quantities for payment, and provide daily inspection notes (copies provided to Agency on request). It is assumed that the CRW Project will require a minimum of 10 weeks to complete, and that the CRW inspector will be present 80% of this time.

The Agency's or Engineering Consultant's inspector shall coordinate on-site activities with the CRW inspector. The Agency inspector may be present 15% of the time during CRW Project duration.

Agency or Engineering Consultant, shall provide CRW all CRW Project-related progress payment requests received from Contractor, for review and approval by CRW, prior to authorization for payment to contractor by Agency.

CRW and Agency, or Engineering Consultant, will jointly participate in the final walkthrough and generation of punch list items of the CRW Project.

Task 5: As-Built Drawings

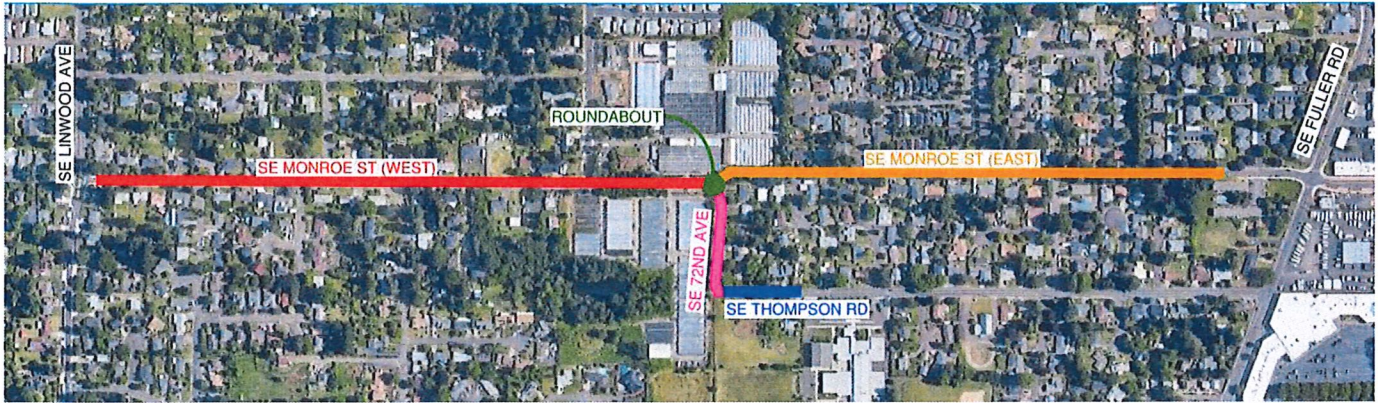
CRW shall complete as-built drawings of the CRW Project to reflect changes made during construction. The as-built drawings will be generated from contractor and inspector notes (new survey will not be completed). CRW will provide digital CAD and PDF files for the CRW Project sheets to Agency, and its engineering consultant, for use by Agency.

EXHIBIT A
CRW PROJECT SCOPE

The CRW Project includes:

- Construct new 8-inch DI waterline along SE Monroe St between SE Linwood St and SE Maplehurst Rd (approximately 1200 LF) along with service meter assemblies (15), valves, fittings, and appurtenances.
- Construct new 8-inch DI waterline along SE Monroe St from SE 73rd Ct and extending to the Monroe Project easterly extents (approximately 1750 LF) along with service meter assemblies (14), valves, fittings, and appurtenances.
- Construct fifteen (15) waterline tie-ins at: SE Linwood St, SE 64th Ave, SE 66th Ave (north and south), SE Maplehurst Rd, SE Monroe St east of Maplehurst Rd, SE Monroe St west of SE 73rd Ct, SE 73rd Ct, SE 74th Ave (north and south), SE 75th Ave, SE 77th Ave (north and south), SE 78th Ave, and SE Monroe St near 7922 SE Monroe St.
- Abandon existing water main.
- Install nine (8) fire hydrant assemblies.
- Install one (1) combination air-relief valve assembly.
- Construct twenty-five (25) service assembly relocations along existing water main.
- Pressure test and disinfection for each segment of new water main.
- Trench and other surface restoration as required.

**EXHIBIT B
PROJECT AREA**



**EXHIBIT C
PROJECT ENGINEERING COST**

Harper Houf Peterson Righellis Inc. - Estimated Fee
CRW Design Services for Monroe St- Clackamas County
November 29, 2023

	Harper Houf Peterson Righellis Inc.											TOTAL BY TASK	
	Principal/Project Manager	Project Engineer/Construction Manager	Civil Engineer/Structural Engineer	Civil Designer/Inspector	CAD Technician	Landscape Architect	Project Surveyor	Survey Technician	Survey Crew Chief	Instrument Person	Clerical		Expenses
TASK 11: Clackamas River Water (CRW) Design Services													
11.A. Meetings, Design Coordination, and Design Incorporation	4	16	64		16	4							\$ 19,240.00
11.B. Prepare Project Specifications and Engineer's Estimates		12	4										\$ 3,380.00
11.C. Bidding Assistance			2										\$ 440.00
11.D. Construction Management and Inspection Services	4	60		60									\$ 23,680.00
	8	90	68	60	16	4	0	0	0	0	0	\$ -	
	\$ 270	\$ 220	\$ 185	\$ 155	\$ 135	\$ 160	\$ 190	\$ 150	\$ 155	\$ 100	\$ 115		

Total \$ 46,640.00

EXHIBIT D
ESTIMATED CONSTRUCTION COST

Clackamas River Water - Monroe Rd Waterline Improvement Project - Estimated Construction Cost							
ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	
1	00196	Extra Work as Authorized	LS	ALL	\$ 20,000.00	\$ 20,000.00	
2	00210	Mobilization	LS	ALL		\$ 91,795.00	
3	00221	Temporary Work Zone Traffic Control, Complete	LS	ALL		\$ 73,436.00	
4	01140	Blowoff Assembly, Type I	EACH	8	\$ 1,700.00	\$ 13,600.00	
5	01140	Blowoff Assembly, Type II	EACH	3	\$ 3,500.00	\$ 10,500.00	
6	01140	6" Wet Tap on 8" Existing Main	EACH	1	\$ 4,000.00	\$ 4,000.00	
7	01140	8" Connection to 4" Existing Main	EACH	2	\$ 4,500.00	\$ 9,000.00	
8	01140	8" Connection to 6" Existing Main	EACH	7	\$ 5,000.00	\$ 35,000.00	
9	01140	8" Connection to 8" Existing Main	EACH	5	\$ 5,500.00	\$ 27,500.00	
10	01140	4" Ductile Iron Pipe with Restrained Joints and Class B Backfill	FT	30	\$ 150.00	\$ 4,500.00	
11	01140	6" Ductile Iron Pipe with Restrained Joints and Class B Backfill	FT	60	\$ 150.00	\$ 9,000.00	
12	01140	8" Ductile Iron Pipe with Restrained Joints and Class B Backfill	FT	3370	\$ 150.00	\$ 505,500.00	
13	01140	Ductile Iron Pipe Fittings	LB	4350	\$ 10.00	\$ 43,500.00	
14	01140	Tracer Wire Terminal Station	EACH	5	\$ 750.00	\$ 3,750.00	
15	01150	8-Inch Gate Valve	EACH	18	\$ 2,200.00	\$ 39,600.00	
16	01150	1-Inch Combination Air Release/Air Vacuum Valve Assembly	EACH	1	\$ 3,000.00	\$ 3,000.00	
17	01170	Fire Hydrant Assembly	EACH	7	\$ 8,000.00	\$ 56,000.00	
18	01170	Fire Hydrant Assembly, no Gate Valve	EACH	1	\$ 6,500.00	\$ 6,500.00	
19	01170	1-Inch Long Side Water Service Assembly	EACH	21	\$ 2,750.00	\$ 57,750.00	
20	01170	1-Inch Short Side Water Service Assembly	EACH	34	\$ 2,250.00	\$ 76,500.00	
21	01170	2-Inch Water Service Assembly	EACH	1	\$ 7,500.00	\$ 7,500.00	
22	01170	Water Service Abandonment	EACH	7	\$ 750.00	\$ 5,250.00	
TOTAL						\$ 1,103,181.00	

CLACKAMAS RIVER WATER

Agenda Item – 4

REGULAR BOARD MEETING

May 15, 2024

SUBJECT Consider Approval of a Development Agreement between CRW and Water Environmental Services (WES) of Clackamas County for Waterline Relocations Relating to the WES IT2 Force Main Project.

DRAFT MOTION	Move to approve the Development Agreement between CRW and Water Environmental Services (WES) of Clackamas County for Waterline Relocations Relating to the WES IT2 Force Main Project.
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EFFECTIVE DATE	May 15, 2024
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PRINCIPAL STAFF PERSON Joseph D. Eskew PE – Engineering Manager

BOARD ACTION REQUESTED The Board is requested to authorize the Development Agreement.

DOCUMENTS ATTACHED Exhibit A – Development Agreement

Agenda Summary

BACKGROUND Water Environmental Services (WES) will complete the remaining six (6) segments of 30-inch Sanitary Sewer Force Main (SSFM) alongside an existing 20-inch SSFM previously installed in 2011/2012. The 30-inch SSFM will provide increased capacity and redundancy to the existing WES IT2 pump station. The WES IT2 pump station is located north of HWY 224 on SE Johnson Rd and its force mains discharge to Tri-City WWTP in Oregon City.

WES informed CRW that some existing waterlines would need to be relocated to accommodate the new 30-inch sewer. CRW informed WES that the proposed waterline relocation could be achieved but would require plan review and field inspection during construction and that the cost of these services should be borne by WES. WES agreed and the attached agreement was negotiated to provide reimbursement from WES to CRW for the expense.

Development Agreements are common and are typically administered at the staff level, however, this agreement is between CRW and Clackamas County, whose Board of Commissioners has reviewed and signed. CRW staff understands that CRW Board approval is prudent for this agreement.

STAFF RECOMMENDATION Staff recommends approval and signature of the agreement as presented, which includes a reimbursement amount of \$43,098.00, for project plan review and construction services.



EXHIBIT A AG-4

AGREEMENT for WATERLINE RELOCATION and WATER SYSTEM IMPROVEMENT

This **WATERLINE RELOCATION and WATER SYSTEM IMPROVEMENT AGREEMENT** (this “Agreement”) entered into as of this ____ day of _____, 2024, is made by and between **CLACKAMAS RIVER WATER**, an Oregon domestic water supply district organized under ORS 264 (hereinafter referred to as “District”) and **WATER ENVIRONMENT SERVICES**, an intergovernmental entity formed pursuant to ORS Chapter 190 (hereinafter referred to as “WES”). WES and the District may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

- A. WES desires to add sewer pipelines within the public right-of-way of Clackamas County which will conflict with existing District potable water pipelines.
- B. WES desires to relocate conflicting District pipelines to facilitate the installation of the new WES facilities (the “System Improvements”).
- C. The WES project is situated in Clackamas County, Oregon, and is in conflict with District pipelines at four locations as shown on Attachment 1.
- D. The proposed WES facilities will be installed within the service boundaries of the District.
- E. The District agrees to accept the System Improvements subject to the terms of this Agreement.
- F. WES and the District agree to be bound by the terms and conditions of the Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the forgoing and the benefits each party shall derive from this Agreement, it is agreed between the District and WES as follows:

1 RECITALS

The forgoing recitals are true and correct and are incorporated into and made part of this Agreement as if fully set forth herein.

2 EXHIBITS

All exhibits referenced in this Agreement are incorporated into and made a part of this Agreement as if fully set forth herein.

3 PRECONSTRUCTION

3.1 DESIGN BY PROFESSIONAL ENGINEER

- a. All water System Improvement plans, including major and minor redesigns and changes, as-built drawings, and easements shall be stamped by a registered professional engineer or land surveyor (where applicable) in good standing with the State of Oregon professional registration requirements.
- b. All water System Improvement plans shall be prepared in accordance with District Standard Specifications for Development and Standard Details as applicable.
- c. All applicable water System Improvement plans and specifications shall be approved for construction by the District, as evidenced by the District approval stamp with signature, prior to construction.

3.2 DISTRICT FEES

- a. In consideration of services provided by the District in conjunction with this Agreement, WES shall submit a deposit of **\$43,098.00** to the District. District costs shall be based on the actual time and expenses expended by the District or its consultant. Debit against the deposit shall be based on employee time sheets for project related activity and Job Cost Forms with itemized cost of materials provided. Approval of any amounts beyond the deposit stated herein shall be authorized through a signed amendment between the Parties.
- b. WES shall complete the Application for Waterline Extension and Water System Improvements attached as Exhibit A and return to the District with the deposit payment.
- c. The District shall charge WES for all services performed by the District which shall include, but not be limited to the following:
 - i. Contract Administration;
 - ii. Hydraulic Modeling;
 - iii. Engineering and Plan Review;
 - iv. Revisions of the drawings and specifications, as applicable for the scope of work;
 - v. Material Submittal Review prior to Construction;
 - vi. Inspections by District personnel;
 - vii. Re-inspection of deficient work;
 - viii. Acts by WES that necessitate the District's General Manager, Attorney, Staff or District consultants, as applicable, to spend time on the System Improvement project, as determined by the District;
 - ix. Water sampling, bacteriological testing, pressure test observation;
 - x. Miscellaneous expenses and/or costs incurred by the District for WES related to the project.
- d. District expenses incurred in excess of the initial deposit amount shall be paid prior to project acceptance and within 60 days of invoicing.
- e. Unused deposit balances will be returned to WES within 60 days following final acceptance of the System Improvements by the Clackamas River Water Board of Commissioners.

3.3 PERMITS

- a. All permits, including plumbing permit, building permit, right-of-way permit, etc., required by the applicable governing jurisdiction at any time for prosecution of the System Improvements or any portion thereof, whether or not obtained by the District, shall be at WES's expense, and copies of all such permits obtained by WES shall be delivered to the District upon request.

4 CONSTRUCTION

4.1 WES'S OBLIGATION TO CONSTRUCT

- a. WES shall construct the System Improvements at its expense in accordance with the plans and specifications approved by the District and with all other applicable District requirements. Any variations from the approved plans and specifications, or the District's standards, including CRW Rules and Regulations, technical specifications, and standard details, must be corrected by WES prior to the District's acceptance of the System Improvements, unless the deviations are accepted in writing by the District.

4.2 PRECONSTRUCTION MEETING

- a. No part of the System Improvements or related appurtenances may be constructed without attending a preconstruction meeting to be held at the District's office, or other location mutually acceptable to the District and WES. The meeting shall be attended by WES, WES's Contractor, and a designated District representative. The District's assigned inspector must receive notice of construction start no less than 72 hours prior to beginning construction.

4.3 CONTRACTOR REQUIREMENTS

- a. Construction of any portion of the water system shall be performed on behalf of WES by a contractor who is experienced, knowledgeable and competent in water system construction; licensed and is registered with the State of Oregon Construction Contractor's Board; and insured as set forth herein. If WES is acting as its own contractor, WES must be similarly knowledgeable, competent, registered and insured.
- b. Construction shall be performed in compliance with the District's Standard Specifications for Development, latest revision, as well as any other applicable specifications or standards, including current Clackamas County Roadway Specifications or ODOT Specifications if applicable. The District's *Standard Specifications for Development and Standard Details* are available in pdf format via the CRW website at <https://crwater.com/engineering-specifications/>. It is the responsibility of WES to obtain copies of other specifications referenced therein, as applicable to the project.
- c. Construction shall be performed in compliance with District Rules and Regulations, including amendments approved by Board resolution, as well as applicable rules and requirements of appropriate municipal, county, state, and federal agencies. District will notify WES in writing upon adoption of any resolutions or amendments to its rules that would impact the work to be performed. District Rules and Regulations will be made available at our website crwater.com or upon request.

4.4 WES'S ROAD CONSTRUCTION

- a. When applicable, WES shall construct all roads and/or easements to the design sub-grade elevation prior to the start of the water system installation. The District shall be advised in writing of any changes in project design that would affect the water system during construction. If WES changes the sub-grade elevation of water system installation areas before or after any road completion, WES shall be responsible for all costs incurred for the reinstallation of the water system as a result of such changes in sub-grade elevation.

4.5 ACTIVATION OF WATER SERVICE

- a. WES and its contractor shall not allow any water to flow through System Improvement mains or facilities constructed by WES unless authorized by the District for temporary use. Permanent water availability to the System Improvements through the District's existing waterlines shall not be made until all provisions and requirements of this Agreement have been fully complied with and the District has provided written notice of acceptance to WES.

4.6 INSURANCE REQUIREMENTS

- a. WES shall require its contractors working on the site to secure and maintain, during the term of this contract, the following insurance:
 - i. General commercial liability insurance: \$2,000,000 combined single-limit for each occurrence.
 - ii. Worker's compensation insurance: Limits and coverage as required by Oregon law.
- b. WES' contractor shall have the District specifically added as an additional named insured in said policies, all at no cost to the District. The contractor's insurance shall be designated primary coverage for both indemnity and defense; the District's insurance shall be in excess. The policy of insurance shall include contractual liability insurance covering the contractor's indemnity obligations under this Agreement.
- c. WES shall require any contractors hired by WES to keep insurance policies required by this Agreement in effect for the entire term of the contract to perform the System Improvement work.
- d. All certificates of insurance and endorsements shall be delivered to the District. Insurance certificates shall be issued using the standard *Acord* format or equal upon request.

5 POST CONSTRUCTION

5.1 AS-BUILT DRAWINGS

- a. Submit draft paper or electronic PDF as-built drawings for review.
- b. WES shall, concurrent to delivering Bill of Sale or Donation of Assets and warranties, deliver to the District one (1) complete and accurate set of as-built plans on Mylar (24"x36" or approved alternate size) and one electronic (District-compatible AutoCAD format) copy.
- c. If WES's professional design firm is unable to provide acceptable as-built drawings, the District will charge WES's Deposit Fee the cost of labor and materials to complete the as-built drawings.

5.2 BILL OF SALE OR DONATION OF ASSETS

- a. Upon completion of the System Improvements, WES shall execute and deliver to the District the District's *Bill of Sale or Donation* form (provided by the District) that provides for transfer of title of the waterlines and appurtenances of the System Improvements from WES to the District. Upon receipt, the District will decide whether to accept the System Improvements.
- b. The Bill of Sale or Donation shall include the following warranties related to the System Improvements:
 - i. That WES is the lawful owner of the transferred or donated property, and that it is free from all encumbrances.
 - ii. That all bills for labor and materials in connection therewith have been fully paid (i.e. no outstanding liens).
 - iii. That WES has the right to transfer the same and that it shall warrant and defend the same against lawful claims and demands of all persons arising out of the period in which WES was the owner of the System Improvements following the dates of acceptance of the Bill of Sale or Donation by the District.
 - iv. That WES conveys and transfers the waterlines and appurtenances in the System Improvements to the District for the consideration of incorporating them into the District's water distribution system.
 - v. That for a period of one year from the date of acceptance, the System Improvements remain in good working order and condition acceptable to the District, and that WES shall repair or replace at its own expense any work or materials that may prove to be defective on the System Improvements during said one-year period.
- c. Upon the expiration of the one-year warranty period, the District will assume the maintenance of the donated System Improvements.

5.3 MAINTENANCE BOND

- a. WES shall provide a maintenance bond which covers a period of one year from the date of acceptance of the System Improvements for the purposes of:
 - i. Insuring compliance with the District's standards and specifications and the terms and conditions of this Agreement.
 - ii. Insuring the District against any damage to its existing system or the System Improvements as a result of WES's failure to properly perform under this Agreement.
 - iii. Insuring the District against any damages or claims by other agencies or private ownership, as a result of WES's failure to properly perform under this Agreement.
 - iv. If the work is completed under a WES public works contract, the District will accept WES's contract warranty provisions contained in the contract.

6 ADMINISTRATIVE COMPLIANCE

6.1 WES CONSTRUCTION SCHEDULE

- a. The water System Improvements shall be completed by WES and accepted by the District within two (2) years of the date that the District accepts WES's application for water System Improvements.
- b. The District may consent to a time extension of the existing application. In that event, WES may be required to pay additional administrative fees and additional legal, engineering, and inspection costs as determined by the District for delays or issues caused by WES's actions. The District will make its determination whether an extension of time is warranted, in the District's sole discretion, based on the project's progression, but such authorization will not be unreasonably withheld. The District's determination will consider WES's standing relative to relevant permitting processes prior to granting a time extension.

6.2 MAINTENANCE PERIOD REPAIRS

- a. In the event that repairs, restorations or corrections become necessary during the one-year maintenance period, unless necessary due to the negligent actions of CRW or a third party, WES upon notification from the District shall make all repairs, restorations and corrections, at WES's sole expense within 30 calendar days or, in the event completion is not feasible within 30 calendar days, diligently pursue the repair, restoration or correction within the same time frame. The District may extend the repair period if, in its sole discretion, conditions warrant such an extension.
- b. In the event that an emergency repair to WES installed System Improvements must be made to prevent damage to life or property, the District may require immediate (within 24 hours) action by WES, or, if the situation requires, the District may respond itself to an emergency repair situation. WES shall reimburse the District within 30 days of the date of an invoice from the District for District's reasonable expenditures in making any and all corrections to the System Improvements arising under and in accordance with the warranty, including costs of restoration of other properties or public rights-of-way.

7 MISCELLANEOUS

7.1 AGREEMENT LANGUAGE

- a. Throughout this Agreement, unless required otherwise, words denoting the singular may be construed as denoting the plural and vice versa, and words of one gender may be construed as denoting the other gender as is appropriate.

7.2 GOVERNING LAWS

- a. The laws of the State of Oregon shall govern the interpretation and enforcement of this Agreement. Any litigation relating to the performance or non-performance under this Agreement shall be filed in Clackamas County Circuit Court.

7.3 TRANSFER OF RIGHTS AND OBLIGATIONS

- a. WES's rights and obligations arising out of this contract are not assignable or transferable without the District's express written consent as conditioned by the District, such consent to be given in the District's sole discretion.

7.4 ATTORNEY'S FEES

- a. In the event this Agreement is referred to or placed in the hands of an attorney for enforcement of any portion of this contract, or if an arbitration or lawsuit is instituted with respect to this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

7.5 INDEMNIFICATION

- a. Subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, WES shall indemnify, defend and hold harmless the District and its elected and appointed officials, employees and agents from and against all claims, losses, demands, payments, suits, actions, costs and judgments of every nature and kind brought or recovered against the District by reason of the negligent act or omission of WES and its contractor(s) and agents in the performance of the System Improvements and for any cost or expense incurred by the District in connection therewith, including, but not limited to, attorney fees, expert witness fees and the cost of the services of engineering and other personnel whose time is reasonably devoted to the preparation and attendance at depositions, hearings, settlement conferences, trials and appeals. WES shall, at the District's request, furnish satisfactory evidence that all obligations of the foregoing nature have been paid, discharged or waived.
- b. Subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, District shall indemnify, defend and hold harmless WES and its elected and appointed officials, employees and agents from and against all claims, losses, demands, payments, suits, actions, costs and judgments of every nature and kind brought or recovered against WES by reason of the negligent act or omission of District and its contractor(s) and agents in the performance of this Agreement and for any cost or expense incurred by WES in connection therewith, including, but not limited to, attorney fees, expert witness fees and the cost of the services of engineering and other personnel whose time is reasonably devoted to the preparation and attendance at depositions, hearings, settlement conferences, trials and appeals. District shall, at WES's request, furnish satisfactory evidence that all obligations of the foregoing nature have been paid, discharged or waived.

7.6 RELEASE OF LIENS

- a. Prior to the acceptance of the System Improvements, WES shall deliver to the District a written release in a form acceptable to the District, of all liens that might arise out of the performance of the work under this Agreement or such other evidence as may be acceptable to the District that there are no liens against the System Improvements. If any lien related to WES' performance of the work under this Agreement arises or remains unsatisfied after the acceptance of the System Improvements, WES shall reimburse the District for reasonable costs and expenses, including attorney's fees and costs incurred on account of the lien(s).

7.7 PARTIES TO AGREEMENT

- a. This Agreement is made entirely for the benefit of the District and WES and successors and assigns in interest, and no third person or party shall have any rights hereunder whether by agency, as a third party or otherwise.

7.8 **DEBT LIMITATION**

a. This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

IN WITNESS WHEREOF the parties have entered into this Agreement on the date first above written.

CLACKAMAS RIVER WATER

WATER ENVIRONMENT SERVICES

Sherry French, President



Tootie Smith, Chair

Date

04/11/2024

Date

Address:
16770 SE 82nd Drive
Clackamas, Oregon 97015

Address:
150 Beaver Creek Road, Suite 430
Oregon City, Oregon 97045

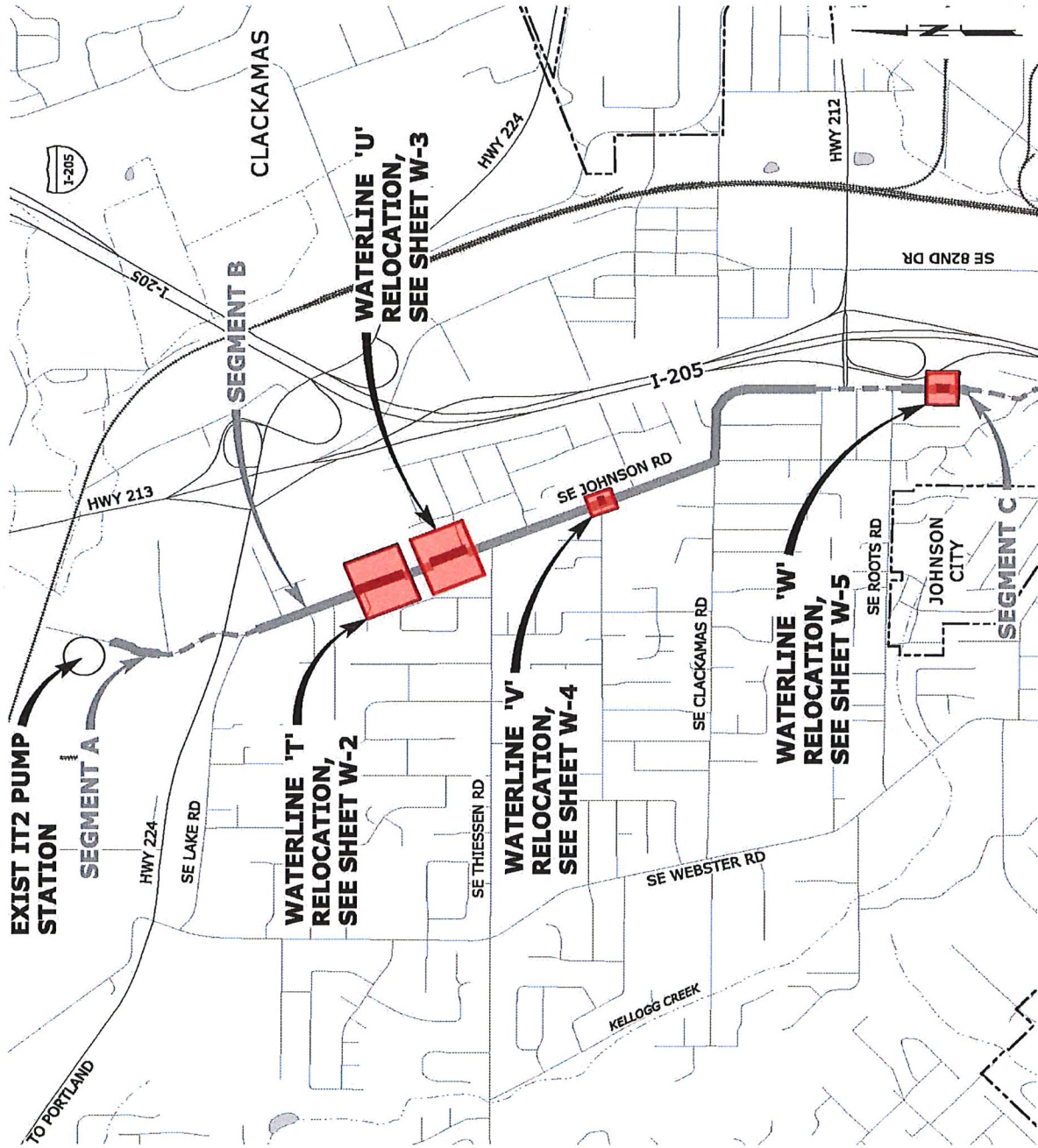
Approved as to Form:



County Counsel

4/24/2024

Date



ATTACHMENT 1

CLACKAMAS RIVER WATER

REGULAR BOARD MEETING

May 15, 2024

SUBJECT	Quarterly Report – 3 rd Quarter FY 2024
PRINCIPAL STAFF PERSON	Ted Ebor, Senior Finance and Accounting Specialist
DOCUMENTS ATTACHED	Exhibit A – General Fund Budget to Actual Status Report (Revenue) Exhibit B - General Fund Budget to Actual Status Report (Expenditures) Exhibit C - Capital Improvements Projects Budget to Actual Status Report Exhibit D - System Development Charges Budget to Actual Status Report Power Point Presentation (to be provided at the meeting)

Agenda Summary

BACKGROUND Each quarter the Board is provided with summary data of budget to actual by line item. This report covers the period Jan 1st-Mar 31st which is the 3rd quarter of fiscal year and 37.5% of the current biennial budget.

The presentation to the Board will highlight some specific items regarding the following funds:

General Fund

- Revenue is 43.5% of the biennial budget.
- Personnel Services are 28.5% of the biennial budget.
- Materials & Services are 34.4% of the biennial budget.
- Capital Outlay is 31.8% of the biennial budget.

Capital Improvement Projects Fund

- Expenditures at 27.5% of biennial budget.

System Development Fund

- Revenue is 44.0% of the biennial budget.

Clackamas River Water Budget to Actuals Status Report Biennium 2023-2025

	Budget						Percent Received	
	Budget Appropriation BN 2023-2025	Actual July-Sept 2023	Actual Oct-Dec 2023	Actual Jan-Mar 2024	Actual Apr-Jun 2024	Actual FY 2023-24		Remaining Budget
GENERAL FUND								
Revenues								
Operating Revenue	31,731,000	5,355,484	4,407,673	3,611,635	-	13,374,792	18,356,208	42.2%
Water Sales	31,371,000	5,280,039	4,353,328	3,511,751	-	13,145,119	18,225,881	41.9%
Service Connection Fees	200,000	29,474	3,235	67,717	-	100,426	99,574	50.2%
Service Charges	120,000	33,522	33,580	28,191	-	95,294	24,706	79.4%
Miscellaneous - Operating	40,000	12,449	17,530	3,975	-	33,953	6,047	84.9%
Non-Operating Revenue	561,750	101,544	205,055	372,505	-	679,104	(117,354)	120.9%
Rental Income	261,350	31,596	43,076	32,544	-	107,217	154,133	41.0%
Earnings from Investments	150,000	58,267	140,478	165,980	-	364,724	(214,724)	243.1%
Miscellaneous - Non Operating	50,000	25	10,245	169,456	-	179,726	(129,726)	359.5%
Surplus Property Sales	20,000	-	-	-	-	-	20,000	0.0%
IGA - Cost Share	-	7,344	3,672	223	-	11,239	(11,239)	0.0%
Grants - Non-Operating	30,000	-	-	-	-	-	30,000	0.0%
Right of Way Fee	50,400	4,311	7,583	4,303	-	16,197	34,203	32.1%
Revenues - TOTAL	\$ 32,292,750	\$ 5,457,027	\$ 4,612,728	\$ 3,984,140	\$ -	\$ 14,053,896	\$ 18,238,854	43.5%

Clackamas River Water Budget to Actual Status Report Biennium 2023-2025

	Budget		Actual		Actual		Actual		Actual	Remaining Budget	Percent Used
	Appropriation	BN 2023-2025	July-Sept 2023	Oct-Dec 2023	Jan-Mar 2024	Apr-Jun 2024	FY 2023-24				
GENERAL FUND											
Personnel Services											
Salaries and Wages		8,513,000	732,330	936,921	865,252	-	2,534,503	5,978,497	29.8%		
Commissioner Stipend		19,200	1,025	1,700	1,400	-	4,125	15,075	21.5%		
Managers		1,976,300	91,132	158,503	164,298	-	413,933	1,562,367	20.9%		
Professional & Technical - NR		702,500	65,012	82,592	74,805	-	222,410	480,090	31.7%		
Professional & Technical		1,676,100	149,194	191,479	157,514	-	498,187	1,177,913	29.7%		
Water Treatment Specialist		1,251,000	156,958	158,356	149,418	-	464,732	786,268	37.1%		
Water Worker Distribution		1,685,000	185,751	226,631	177,480	-	589,862	1,095,138	35.0%		
Administrative Specialist		722,000	66,512	90,388	72,003	-	228,904	493,096	31.7%		
Overtime		239,500	13,566	20,415	25,389	-	59,370	180,130	24.8%		
Holiday Pay		14,000	527	3,724	40,218	-	44,469	(30,469)	317.6%		
Other Benefits		227,400	2,652	2,384	1,725	-	6,761	220,639	3.0%		
Awards		-	-	750	1,000	-	1,750	(1,750)	0.0%		
Benefits and Taxes		5,397,000	439,550	508,754	487,049	-	1,435,353	3,961,647	26.6%		
FICA - Social Security		688,700	58,077	73,332	69,036	-	200,445	488,255	29.1%		
Worker's Compensation		95,000	27,775	-	-	-	27,775	67,225	29.2%		
Pension		1,958,500	159,708	224,875	190,405	-	574,989	1,383,511	29.4%		
Health Insurance		2,252,300	155,759	180,001	182,014	-	517,774	1,734,526	23.0%		
Dental Insurance		144,500	11,415	13,217	13,282	-	37,913	106,587	26.2%		
Life Insurance		60,500	1,395	9,451	5,982	-	16,827	43,673	27.8%		
Oregon Paid Sick Leave		35,700	-	2,983	-	-	2,983	32,717	8.4%		
HRA VEBA		90,000	20,000	-	19,500	-	39,500	50,500	43.9%		
Tri-Met Tax		71,800	5,422	4,894	6,830	-	17,147	54,653	23.9%		
Total Personnel Services		\$ 13,910,000	\$ 1,171,881	\$ 1,445,675	\$ 1,352,301	\$ -	\$ 3,969,856	\$ 9,940,144	28.5%		

Clackamas River Water Budget to Actual Status Report Biennium 2023-2025

	Budget		Actual		Actual		Actual		Actual	Remaining Budget	Percent Used
	Appropriation	BN 2023-2025	July-Sept 2023	Oct-Dec 2023	Jan-Mar 2024	Apr-Jun 2024	FY 2023-24				
GENERAL FUND											
Materials & Services											
Customer Services											
Bad Debt	590,200	49,431	97,051	69,011	-	-	215,493	374,707	36.5%		
Credit Card Processing Fees	35,500	-	(97)	(190)	-	-	(288)	35,788	-0.8%		
Collection Expenses	447,800	45,891	90,527	57,122	-	-	193,540	254,260	43.2%		
Customer Credit Allowance	21,600	2,336	3,630	1,727	-	-	7,693	13,907	35.6%		
Customer Statement Processing	11,400	-	-	5,000	-	-	5,000	6,400	43.9%		
Promotional Items	58,000	1,104	1,664	5,352	-	-	8,120	49,880	14.0%		
Public Notices	4,000	-	317	-	-	-	317	3,683	7.9%		
	11,900	100	1,010	-	-	-	1,110	10,790	9.3%		
Facilities & Security											
Assessments & Taxes	1,068,400	109,765	108,074	135,940	-	-	353,779	714,621	33.1%		
Building & Grounds Maintenance	84,700	20,907	19,150	8,790	-	-	48,847	35,853	57.7%		
Security	715,700	66,420	68,152	110,935	-	-	245,506	470,194	34.3%		
	268,000	22,438	20,772	16,216	-	-	59,426	208,574	22.2%		
General Administration											
Bank Charges	1,134,000	197,106	60,924	266,226	-	-	524,256	609,744	46.2%		
Dues & Memberships	112,400	4,780	7,903	8,556	-	-	21,239	91,161	18.9%		
Insurance	398,650	69,793	52,413	36,454	-	-	158,661	239,989	39.8%		
Insurance Deductible	602,950	122,533	608	221,216	-	-	344,357	258,594	57.1%		
	20,000	-	-	-	-	-	-	20,000	0.0%		
Materials											
Inventory	465,900	7,831	78,891	8,582	-	-	95,304	370,596	20.5%		
Maintenance Supplies	320,000	1,355	59,697	-	-	-	61,052	258,948	19.1%		
	145,900	6,476	19,193	8,582	-	-	34,252	111,648	23.5%		
Office											
Office Supplies	182,300	17,056	21,721	9,954	-	-	48,731	133,569	26.7%		
Postage	23,000	1,217	885	2,979	-	-	5,081	17,919	22.1%		
Printing	106,300	12,379	17,757	6,222	-	-	36,358	69,942	34.2%		
Miscellaneous	37,400	1,391	2,001	698	-	-	4,091	33,309	10.9%		
	15,600	2,068	1,077	55	-	-	3,201	12,399	20.5%		
Other Support Costs											
Books & Publications	393,200	22,477	23,429	30,676	-	-	76,582	316,618	19.5%		
Certifications	4,200	1,016	139	52	-	-	1,207	2,993	28.7%		
Employee Relations	15,900	229	3,952	100	-	-	4,281	11,619	26.9%		
Medical Exams	47,400	4,075	2,760	2,332	-	-	9,167	38,233	19.3%		
Payroll Processing Fees	7,600	36	551	1,141	-	-	1,728	5,872	22.7%		
	43,700	4,960	5,556	6,297	-	-	16,813	26,887	38.5%		

Clackamas River Water Budget to Actual Status Report Biennium 2023-2025

	Budget		Actual		Actual		Actual		Actual	Remaining Budget	Percent Used
	Appropriation	BN 2023-2025	July-Sept 2023	Oct-Dec 2023	Jan-Mar 2024	Apr-Jun 2024	FY 2023-24				
GENERAL FUND											
Protective Clothing		38,400	2,173	516	8,831	-	11,521	26,879	30.0%		
Safety & Health		55,000	6,991	2,000	(1,668)	-	7,324	47,676	13.3%		
Training		178,100	2,984	7,916	12,625	-	23,525	154,575	13.2%		
Travel - Local		2,900	12	39	965	-	1,016	1,884	35.0%		
Professional & Contracted Services		2,030,400	161,603	353,488	304,308	-	819,399	1,211,001	40.4%		
Audit		92,500	-	25,345	6,510	-	31,855	60,645	34.4%		
Contract Work		1,327,900	148,862	294,324	259,293	-	702,478	625,422	52.9%		
Engineer Service		420,000	5,192	19,622	15,393	-	40,208	379,792	9.6%		
Legal		190,000	7,550	14,197	23,112	-	44,858	145,142	23.6%		
Equipment		1,077,650	145,768	148,720	120,852	-	415,341	662,309	38.5%		
Computers, Peripherals & Software		65,300	3,253	43,358	48,092	-	94,703	(29,403)	145.0%		
Equipment Maintenance		176,600	15,019	29,080	26,302	-	70,401	106,199	39.9%		
Equipment Rental		63,500	5,481	5,554	5,997	-	17,032	46,468	26.8%		
Maintenance Agreements		523,650	104,371	43,877	6,437	-	154,685	368,965	29.5%		
Small Tools & Equipment		108,900	12,920	10,361	17,930	-	41,211	67,689	37.8%		
Vehicle Maintenance		139,700	4,725	16,490	16,094	-	37,309	102,391	26.7%		
Utilities		2,286,100	207,271	222,747	246,959	-	676,976	1,609,124	29.6%		
Telecommunications		137,400	22,451	14,846	15,436	-	52,734	84,666	38.4%		
Utilities		2,148,700	184,819	207,900	231,524	-	624,243	1,524,457	29.1%		
Water Purchases & Treatment		2,864,850	407,152	260,845	222,359	-	890,356	1,974,494	31.1%		
Permits		49,650	3,188	933	5,091	-	9,212	40,438	18.6%		
Telemetry		20,000	365	-	-	-	365	19,635	1.8%		
Water Purchases		1,969,400	311,001	185,284	158,271	-	654,556	1,314,844	33.2%		
Watershed Management		121,000	2,445	8,678	2,540	-	13,663	107,337	11.3%		
Water Treatment & Analysis		704,800	90,153	65,951	56,456	-	212,561	492,239	30.2%		
Materials & Services - Subtotal		12,093,000	1,325,458	1,375,889	1,414,869	-	4,116,217	7,976,783	34.0%		
Overhead, Labor & Equip		(704,000)	(41,184)	(59,413)	(94,212)	-	(194,809)	(509,191)	27.7%		
Materials & Services - TOTAL		\$ 11,389,000	\$ 1,284,275	\$ 1,316,476	\$ 1,320,656	\$ -	\$ 3,921,408	\$ 7,467,592	34.4%		

Clackamas River Water

Budget to Actual Status Report Biennium 2023-2025

GENERAL FUND	Budget		Actual		Actual		Actual		Actual		Remaining Budget	Percent Used
	Appropriation	BN 2023-2025	July-Sept 2023	Oct-Dec 2023	Jan-Mar 2024	Apr-Jun 2024	FY 2023-24	FY 2023-24	FY 2023-24			
Capital Outlay	2,279,500	143,650	238,212	343,754	725,615	1,553,885	31.8%					
Land	100,000	-	-	-	-	100,000	0.0%					
Building	275,000	1,120	-	-	1,120	273,880	0.4%					
Improvements	794,500	112,349	66,804	13,035	192,189	602,311	24.2%					
Vehicles	191,000	11,038	63	181,914	193,015	(2,015)	101.1%					
General Equipment & Tools	260,000	19,142	69,900	21,805	110,847	149,153	42.6%					
Computer Equipment	339,000	-	21,465	-	21,465	317,535	6.3%					
Other	320,000	-	79,979	127,000	206,979	113,021	64.7%					
Capital Outlay - TOTAL	\$ 2,279,500	\$ 143,650	\$ 238,212	\$ 343,754	\$ 725,615	\$ 1,553,885	31.8%					
Operating Contingency	1,000,000	-	-	-	-	1,000,000	0.0%					
Total Expenditures	\$ 28,578,500	\$ 2,599,805	\$ 3,000,363	\$ 3,016,711	\$ 8,616,879	\$ 19,961,621	30.2%					

Clackamas River Water Budget to Actuals Status Report Biennium 2023-2025

	Budget							Percent Used
	Appropriation BN 2023-2025	Actual July-Sept 2023	Actual Oct-Dec 2023	Actual Jan-Mar 2024	Actual Apr-Jun 2024	Actual FY 2023-24	Remaining Budget	
CAPITAL IMPROVEMENT PROJECTS FUND								
Revenues								
Misc. Operating income	-	-	45,000	-	-	45,000	-	0.0%
Earnings from Investments	-	1,336	12,660	11,667	-	25,663	-	0.0%
Grant - Hazard Mitigation	-	-	6,887	40,430	-	47,318	-	0.0%
Grant - State Homeland Secu	-	-	3,060	-	-	3,060	-	0.0%
Total Revenues	\$ -	\$ 1,336	\$ 67,608	\$ 52,097	\$ -	\$ 121,041	\$ -	0.0%
Capital								
Manager	73,000	911	1,837	17,977	-	20,725	52,275	28.4%
Engineering Manager	108,000	18,811	19,135	-	-	37,946	70,054	35.1%
Professional & Technical - NR	-	-	154	614	-	768	(768)	0.0%
Professional & Technical	215,000	21,821	26,756	22,697	-	71,274	143,726	33.2%
Water Worker Distribution	87,000	1,705	7,670	11,946	-	21,321	65,679	24.5%
Contract Work	-	278,391	443,389	1,491,784	-	2,213,564	(2,213,564)	0.0%
Engineer Services	-	13,955	41,646	83,984	-	139,584	(139,584)	0.0%
Legal	-	274	-	1,881	-	2,154	(2,154)	0.0%
Materials Inventoried	-	-	33,516	1,361	-	34,877	(34,877)	0.0%
Permits	-	-	-	723	-	723	-	0.0%
Public Notices	-	-	162	-	-	162	(162)	0.0%
Overhead, Labor & Equip Caf	704,000	41,184	59,413	94,212	-	194,809	509,191	27.7%
Capital Outlay	8,753,000	-	-	1,063	-	1,063	8,751,937	0.0%
Total Expenditures	\$ 9,940,000	\$ 377,051	\$ 633,679	\$ 1,728,241	\$ -	\$ 2,738,971	\$ 7,201,752	27.5%

Clackamas River Water

Budget to Actuals Status Report

Biennium 2023-2025

SYSTEM DEVELOPMENT CHARGES RESERVE FUND	Budget Appropriation BN 2023-2025	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Remaining Budget	Percent Used
		July-Sept 2023	Oct-Dec 2023	Jan-Mar 2024	Apr-Jun 2024	FY 2023-24	Actual FY 2023-24	Actual FY 2023-24		
SDC Revenue	330,000	10,598	52,998	21,196	-	-	-	84,792	245,208	25.7%
SDC Reimbursement	150,000	4,296	21,486	8,592	-	-	-	34,374	115,626	22.9%
SDC Improvements	180,000	6,302	31,512	12,604	-	-	-	50,418	129,582	28.0%
Non-Operating Revenue	100,000	25,990	38,288	40,172	-	-	-	104,451	(4,451)	104.5%
Earnings from Investments	100,000	25,990	38,288	40,172	-	-	-	104,451	(4,451)	104.5%
Total Revenues	\$ 430,000	\$ 36,588	\$ 91,286	\$ 61,368	\$ -	\$ -	\$ -	\$ 189,243	\$ 240,757	44.0%



Clackamas River Water

Clackamas River Water

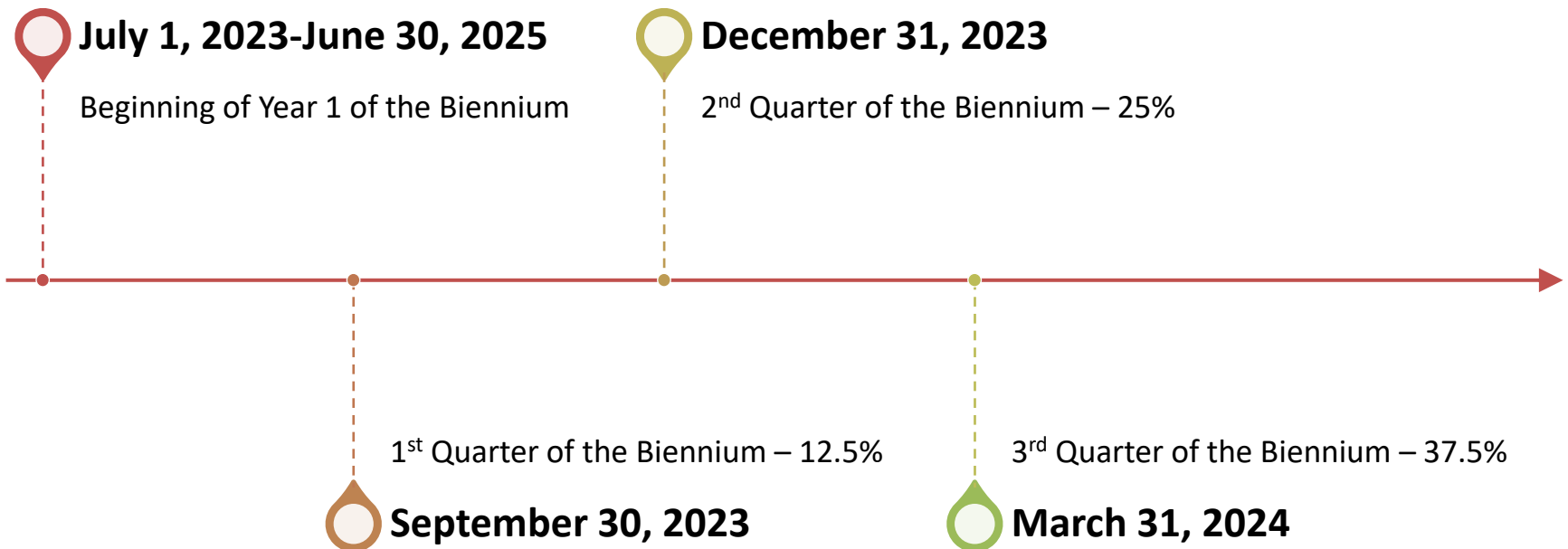
3rd Quarter Update – Fiscal Year 2024

Board Meeting – May 15, 2024

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Biennium (BN) 2023-2025



General Fund Budget to Actual Status

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Revenues tracking slightly higher than anticipated (43.5% vs 37.5%) to date. Drivers:

Water Service varies seasonally
Interest Earnings (LGIP rate 5.2%)



Expenses tracking slightly lower than anticipated (30.2% vs 37.5%)



Personnel savings due to vacant positions in Water Resources, FACS, and Operations (28.5% vs 37.5%).



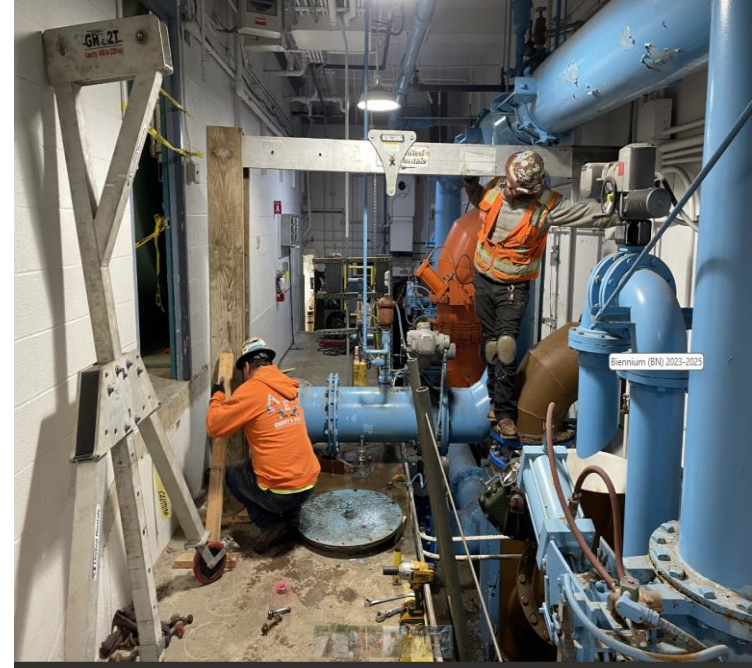
Material & services are tracking closely to the budget at 34.4%. This will be impacted by water purchase related to the WTP project.




Capital outlay spending is at 31.8% spent with different scheduled deliveries in the remaining months of the biennium.

Capital Improvement Projects Fund Budget to Actual Status

- 27.5% spent through 3rd quarter.
- Increased activity in the WTP Valve Replacement and the Maple Lane Waterline project.
- Progress reports are provided to the Board as part of the Monthly Report.





System Development Charge Reserve Fund Budget to Actuals

- 44.0% SDC revenue from new construction received to date
- Interest earnings trending higher than budgeted due to current rates and a higher balance.



The background is a solid blue color with numerous water droplets of various sizes scattered across it. The droplets are rendered with realistic shading and highlights, giving them a three-dimensional appearance. The word "Questions?" is centered in the image in a white, sans-serif font.

Questions?

CLACKAMAS RIVER WATER

REGULAR BOARD MEETING

May 15, 2024

SUBJECT Management Report

--

PRINCIPAL STAFF Todd Heidgerken
PERSON

DOCUMENTS
ATTACHED

Table of Contents

The Management Report will have two sections: (A) an overview of GM and Staff activity during the month; (B) informational articles (when available)

- A. Management Report**
- B. Informational articles or Materials- None at this time**

CLACKAMAS RIVER WATER

REGULAR BOARD MEETING

May 15, 2024

SUBJECT Management Report

PRINCIPAL STAFF PERSON Todd Heidgerken

BOARD ACTION REQUESTED None

A. Management Report

1. **Communications:**

Monthly Report – The monthly report will be provided to the Board separately and posted on the CRW Website.

2. **Clackamas Community College (CCC) Job Fair** - For the second year in a row CRW participated in the Clackamas Community College Career Technical Education Showcase & Career Fair. The CTE Showcase & Career Fair provides an opportunity for students and their families to learn more about career pathways available to students after completing programs offered by CCC. Jed spoke with many people about what he does every day and how CRW offers a great way to try out a distribution position through the seasonal summer intern position with Distribution. Many people who stopped by the table hadn't considered the water industry but were interested once staff explained how their interests could be applied to jobs at CRW. A big thank you to Tracy Triplett, Jed Peters, Keith Scranton, and Brandi Litteral for representing CRW at this event.

3. **Oregon Water Utility Council (OWUC) Meeting** – The OWUC meeting provided a useful forum for various state agencies to provide updates on activities. The most significant time was spent learning more from the Oregon Health Authority Drinking Water Program staff on the implementation and approach on a variety of drinking water quality rules. The recent release of rules related to PFAS chemicals was discussed with the OHA representative noting that Oregon has two years to adopt any regulations regarding PFAS chemicals. Public water systems have three years to complete the initial monitoring for PFAS chemicals and five years to comply with the maximum contaminant levels (MCLs). From initial monitoring, there have been 28 public water systems with any measurable amount of PFAS detection. All but one of the detections have been with groundwater wells. As a “heads up,” the OHA also noted the recent direction from the White House directing all states to develop cybersecurity plans by June 28, 2024. Included in these plans must be a description of the state’s approach to identifying and addressing cybersecurity vulnerabilities for drinking water and wastewater systems.

4. **Water Treatment Plant Shutdown and Valve Project** – The WTP valve project has been completed and the WTP has been put back in service. A more detailed report of the accomplishments will be provided at a future meeting.

5. **Emergency Management Update** – Continued work on county/basin level water provider emergency coordination activities.

Continuity of Operations planning will begin again. We will be focusing first on employee personal preparedness. Personal and Family preparedness is a bedrock concept for public service employees so that you can fulfill your critical functions as a water district employee in an emergency/disaster. CRW will be working through a series of 8 units in the “2 weeks ready” toolkit provided by Oregon Office of Emergency Management. The units include:

- Preparing to prepare
- Your emergency plan
- Food Plan
- Water Plan
- Waste and Hygiene Plan
- Shelter Plan
- First Aid Plan
- Emergency Management Awareness & resources

6. **Safety Update** – The CRW Safety Committee members are the primary points of contact for any “see something say something” like issues staff come across during their daily work. They conduct monthly fire extinguisher inspection and AED checks. Quarterly, they do a full walk through of the department’s spaces for any potential hazards and/or repairs needed. Identified hazards are reported to the Emergency Manager or Facilities Coordinator to be addressed.
7. **Security Update-** Access control system installation is in the home stretch! We are finishing up alarm monitoring set up and keypad coding, running power to the Mather reservoir gate cameras.

Verbal Judo training follow up and skill reminders will be developed (of varying formats) and posted in conspicuous areas around CRW. Staff will be working on refining our skills.

8. **Looking Ahead:**

- CRW offices will be closed on Monday, May 27 to observe the Memorial Day Holiday
- The May Board Work Session will be held on May 28 at 3:30pm
- The agenda setting meeting for the June Board meeting will be held on May 30 at 9:00am
- The CRW Regular June Board Meeting will be held on Thursday, June 13 at 6pm

CLACKAMAS RIVER WATER

REGULAR BOARD MEETING

May 15, 2024

SUBJECT Commissioner Reports and Reimbursement Requests

DRAFT MOTION	NO MOTION REQUIRED
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EFFECTIVE DATE	
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PRINCIPAL STAFF PERSON Board of Commissioners

BOARD ACTION REQUESTED Commissioner Communications

DOCUMENTS ATTACHED

- Commissioner Reimbursement Requests

Agenda Summary

BACKGROUND

CLACKAMAS RIVER WATER

Commissioner Request for Reimbursement

Month March 2024

Commissioner's Name Naomi Angler Please Print

Date	Meetings	Amount
	CRW Regular Board Meeting --	\$ 50.00
	CRW Work Session	\$ 50.00
	Miscellaneous Meeting	\$
		\$
		\$
		\$

Total \$ 100.00

Date	Meals	Amount
		\$
		\$
		\$
		\$

Total \$ _____

Date	Mileage *	Amount
		\$
		\$
		\$
		\$
		\$

Total \$ _____

Date	Motel/Hotel Lodging **	Amount
		\$
		\$
		\$
		\$

Total \$ _____

Date	Miscellaneous ***	Amount
		\$
		\$
		\$

Total \$ _____


- * Mileage \$ _____ per mile
- ** Lodging bills must be attached in support of reimbursement request
- *** Miscellaneous expenses to be supported with bills where possible

Total Expenses \$ _____
Adjustments \$ _____
Amount Due Commissioners \$ 100.00

I hereby certify under penalties of perjury and other laws regarding falsification of records and/or official misconduct, the above request for reimbursement to be accurate and complete and further certify that I am authorized to receive reimbursement as part of my authorized duties as a CRW commissioner.

Respectfully submitted _____
Commissioner's Signature

For Accounting:
 Payroll: Taxable \$ 100 Non-Taxable \$ _____ entered P/R H Quiogue
 Accounts Payable: VENDOR # _____ ACCT# 01.601.5730 AMOUNT \$ _____ Entered A/P _____
 Board: Reimbursement as of _____



 CFO Date 4.5-2024

CLACKAMAS RIVER WATER

Commissioner Request for Reimbursement

Month March 2024 Commissioner's Name Caster Garrison Please Print

Date	Meetings	Amount
	CRW Regular Board Meeting - <u>3/14</u>	\$ <u>50.</u>
	CRW Work Session <u>3/25</u>	\$ <u>50.</u>
	Miscellaneous Meeting <u>3/28 ADUWC</u>	\$ <u>50.</u>
		\$ _____
		\$ _____

Total \$ 150.-

Date	Meals	Amount
		\$ _____
		\$ _____
		\$ _____
		\$ _____

Total \$ _____

Date	Mileage *	Amount
		\$ _____
		\$ _____
		\$ _____
		\$ _____

Total \$ _____

Date	Motel/Hotel Lodging **	Amount
		\$ _____
		\$ _____
		\$ _____

Total \$ _____

Date	Miscellaneous ***	Amount
		\$ _____
		\$ _____
		\$ _____

Total \$ _____

- * Mileage \$ _____ per mile
- ** Lodging bills must be attached in support of reimbursement request
- *** Miscellaneous expenses to be supported with bills where possible

Total Expenses \$ 150.-
Adjustments \$ _____
Amount Due Commissioners \$ _____

I hereby certify under penalties of perjury and other laws regarding falsification of records and/or official misconduct, the above request for reimbursement to be accurate and complete and further certify that I am authorized to receive reimbursement as part of my authorized duties as a CRW commissioner.

Respectfully submitted Caster Garrison 3/28/2024
 Commissioner's Signature

For Accounting:	Payroll: Taxable \$ <u>\$150</u>	Non-Taxable \$ _____	entered P/R <u>H Quiogue</u>
Accounts Payable: VENDOR # _____	ACCT# <u>01.601.4105</u>	AMOUNT \$ _____	Entered A/P _____
Board: Reimbursement as of _____			

[Signature] 4-8-2024
 CFO Date

CLACKAMAS RIVER WATER

Commissioner Request for Reimbursement

Month April, 2024

Commissioner's Name Robert Rubitschun Please Print

Date	Meetings	Amount
	CRW Regular Board Meeting - <u>4/11/2024</u>	\$ <u>50.00</u>
	CRW Work Session <u>4/22/2024</u>	\$ <u>50.00</u>
	Miscellaneous Meeting	\$ _____
		\$ _____
		\$ _____
		\$ _____

Total \$ 100.00

Date	Meals	Amount
		\$ _____
		\$ _____
		\$ _____
		\$ _____

Total \$ _____

Date	Mileage *	Amount
		\$ _____
		\$ _____
		\$ _____
		\$ _____

Total \$ _____

Date	Motel/Hotel Lodging **	Amount
		\$ _____
		\$ _____
		\$ _____

Total \$ _____

Date	Miscellaneous ***	Amount
		\$ _____
		\$ _____
		\$ _____

Total \$ _____

- * Mileage \$ _____ per mile
- ** Lodging bills must be attached in support of reimbursement request
- *** Miscellaneous expenses to be supported with bills where possible

Total Expenses \$ _____
Adjustments \$ _____
Amount Due Commissioners \$ 100.00

I hereby certify under penalties of perjury and other laws regarding falsification of records and/or official misconduct, the above request for reimbursement to be accurate and complete and further certify that I am authorized to receive reimbursement as part of my authorized duties as a CRW commissioner.

Respectfully submitted Commissioner's Signature

For Accounting:
 Payroll: Taxable \$ \$100 Non-Taxable \$ _____ entered P/R H Quiogue
 Accounts Payable: VENDOR # _____ ACCT# 01.601.5730 AMOUNT \$ _____ Entered A/P _____
 Board: Reimbursement as of _____

4.23.2024
 CFO Date



Clackamas River Water

Monthly Update

May 2024



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Purchase Order Report- April 2024

Purchase Order Report April 2024

Vendor: 01541 - HARRIS WORKSYSTEMS

PO #	Description	Total Amount
24-0138	(2) ERG CHAIRS AND MONITER ARM - INSTALLED	1,765.00

Vendor: 02987 - PROPERTY EXAM CORP

PO #	Description	Total Amount
24-0140	2024 CRW FACILITIES PROPERTY CONDITION INSPECTION & ASSESSMENT	13,950.00

Vendor: 03106 - WRIGHT BUSINESS GRAPHICS

PO #	Description	Total Amount
24-0134	FABRICATE AND DELIVER ACCESS LADDERS	20,000.00

Vendor: 03283 - MINUTEMAN PRESS TEAM

PO #	Description	Total Amount
24-0144	ANNUAL BACKFLOW LETTER	1,425.00

Vendor: 03645 - RITZ SAFETY LLC

PO #	Description	Total Amount
24-0131	Fall Protection and Retrieval System	21,582.21

Vendor: 03775 - FIELD INSTRUMENTS & CONTROLS

PO #	Description	Total Amount
24-0133	(1) PROMAG W-400 FLOW METER	16,128.32

PO #	Description	Total Amount
24-0141	PROMAG W 400 COMMISSIONING	932.56

Vendor: 03809 - WRIGHT MANUFACTURING LLC

PO #	Description	Total Amount
24-0135	FABRICATE AND DELIVER ACCESS LADDERS	20,000.00

Vendor: 04498 - ACCURATE BACKFLOW, LLC

PO #	Description	Total Amount
24-0142	BACKFLOW DEVICE TESTING AND REPAIRS	1,180.00

Vendor: 04597 - EAGLE NEST ENTERPRISES

PO #	Description	Total Amount
24-0132	CDL ENTRY LEVEL DRIVER TRAINING	1,920.00

Vendor: 04601 - MALVERN PANALYTICAL

PO #	Description	Total Amount
24-0143	ZETASIZER LAB BLUE	47,882.29

Vendor: 04602 - HOTROD DREAMWORKS

PO #	Description	Total Amount
24-0145	REPAIR / REPLACEMENT OF TOYOTA TACOMA BUMPER & TAILGATE	2,972.19

Contract Log

(Executed since last board meeting April 11, 2024)

Company	Product / Service	Rates	Eff. Date	Exp. Date	New/Amended/ Extended
City Wide Facility Solutions	Janitorial Services & Supplies	NTE \$82,000	4/1/24	3/31/25	New. Approved by the Board in April
Professional Credit Services	Debt Collection		10/1/12	4/1/26	Extended

Summary of Legal

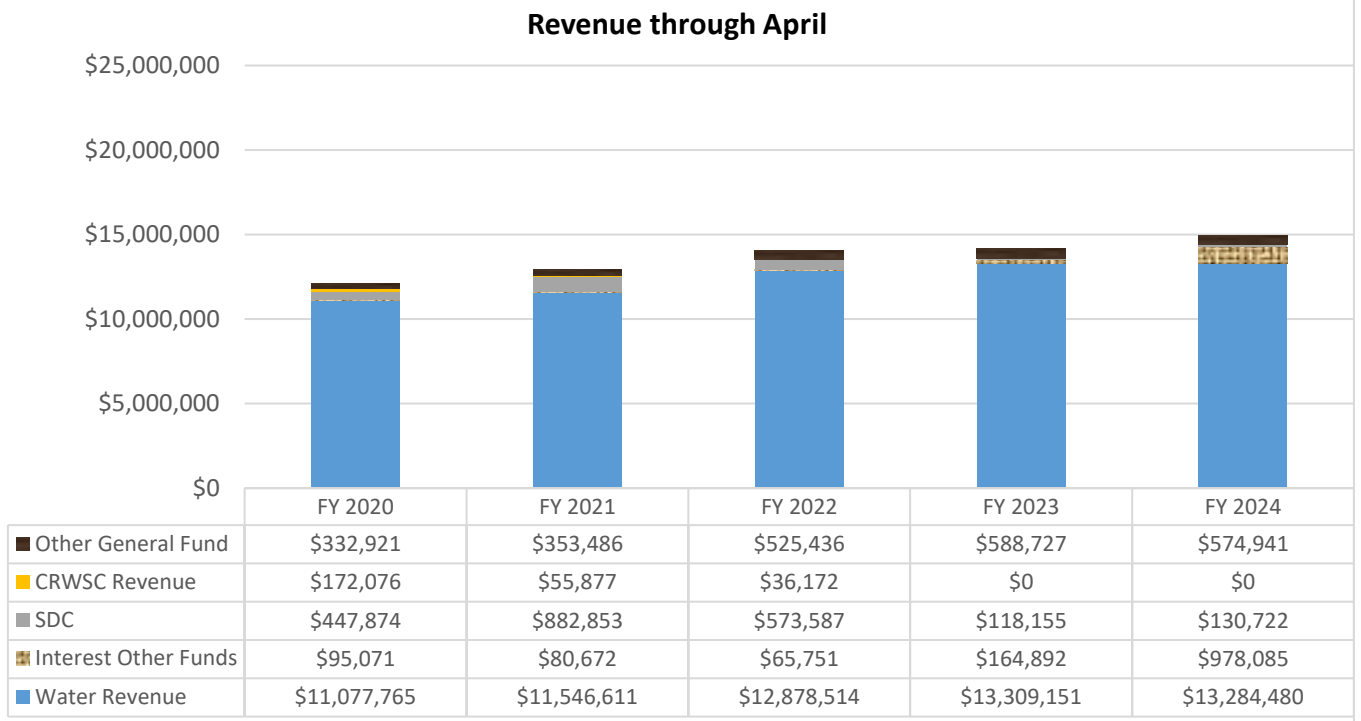
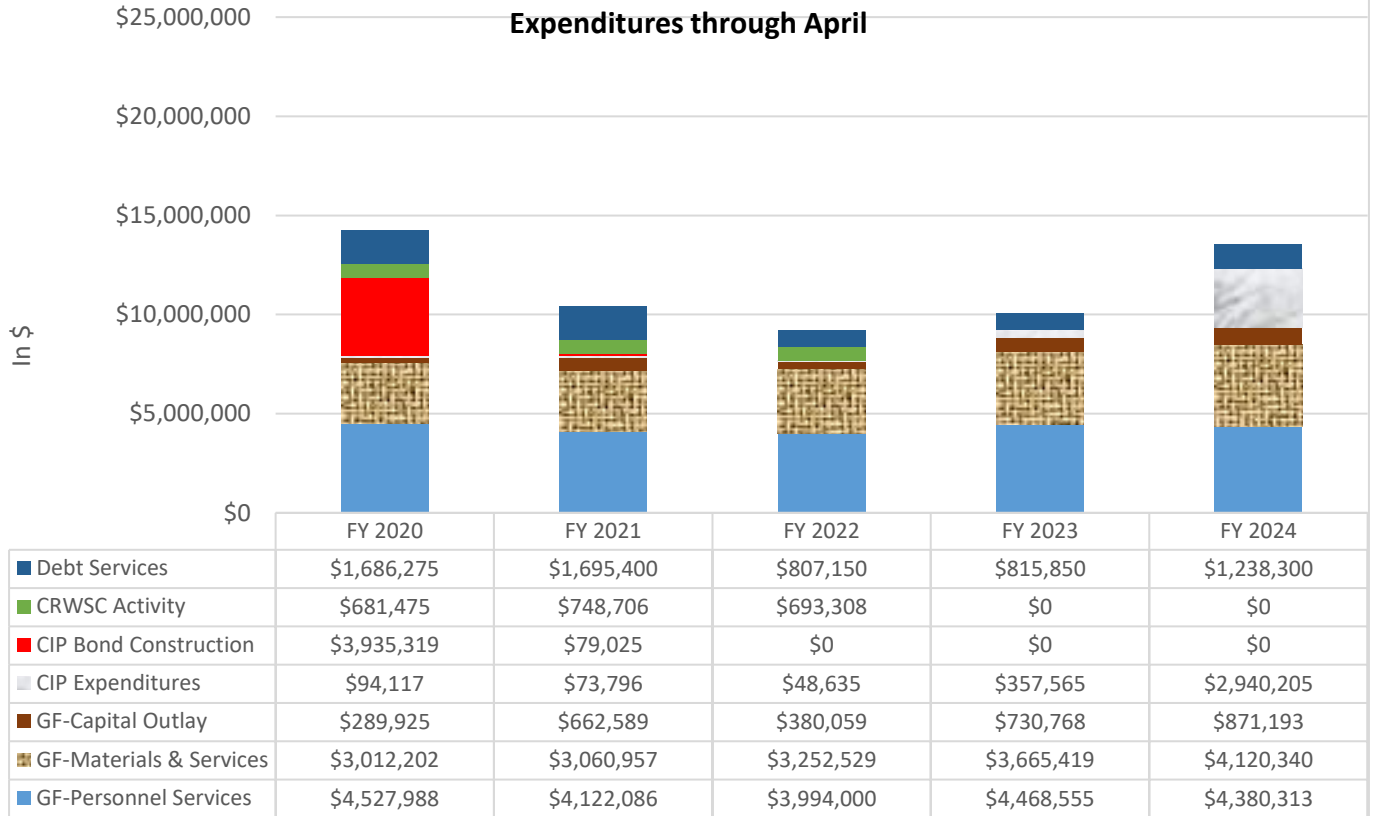
April 2024

Harrang Long Gary Rudnick monthly retainer	\$ 4,600.00
Harrang Long Gary Rudnick work outside of retainer/Client Cost	\$ 1,294.92
Sub-contracted legal services	\$ _____
Total Legal	\$ 5,894.92

Public Records Request Received

Number of Records Requests Received in April 2024 **0**

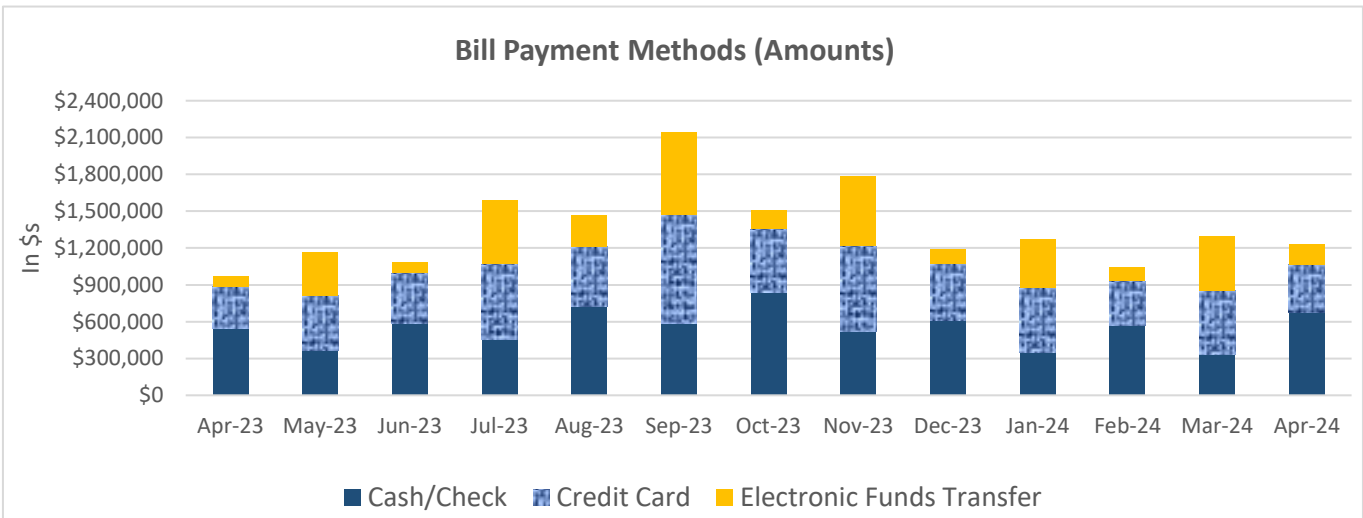
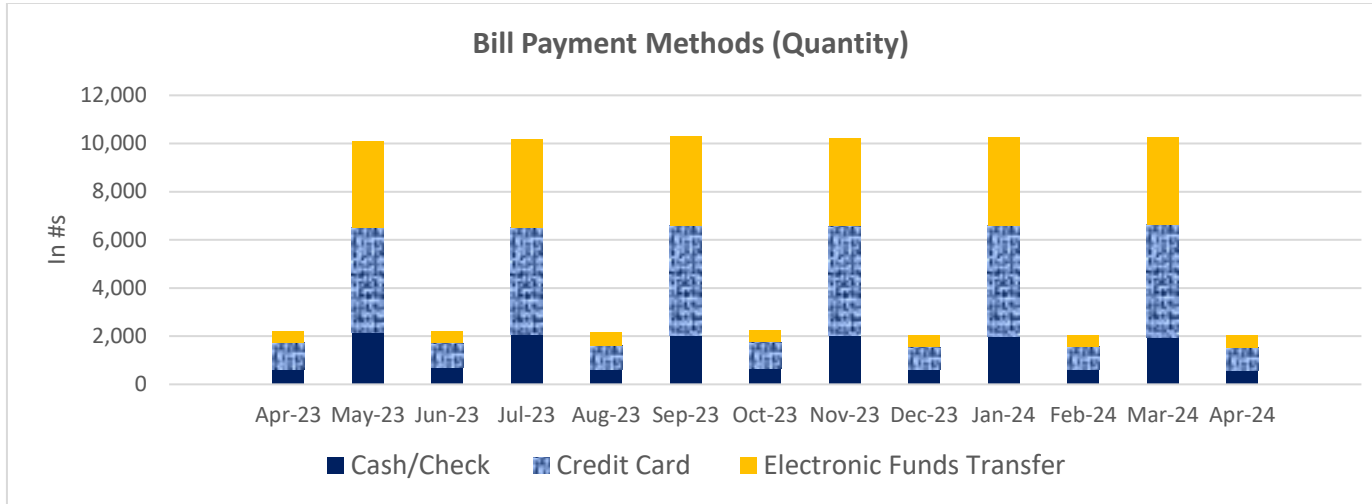
Financial Activity



1) SDC revenue picked up a few applications in April. 2) Interest Other Fund revenue is higher primarily due to increasing interest rates and a higher account balance. 3) CIP expenditure is high due to increased activity in the Valve Replacement project, Maple Lane Rd Waterline project, Redland Rd Water Line Phase 1 & 2. 4) There are no costs for CIP Bond or CRWSC as those funds have been closed out but will be reported in the 5-year graph. 4) GF-Capital Outlay is higher than in prior years due to purchased equipment and equipment purchased related to the WTP project.

(as of the end of April 2024)

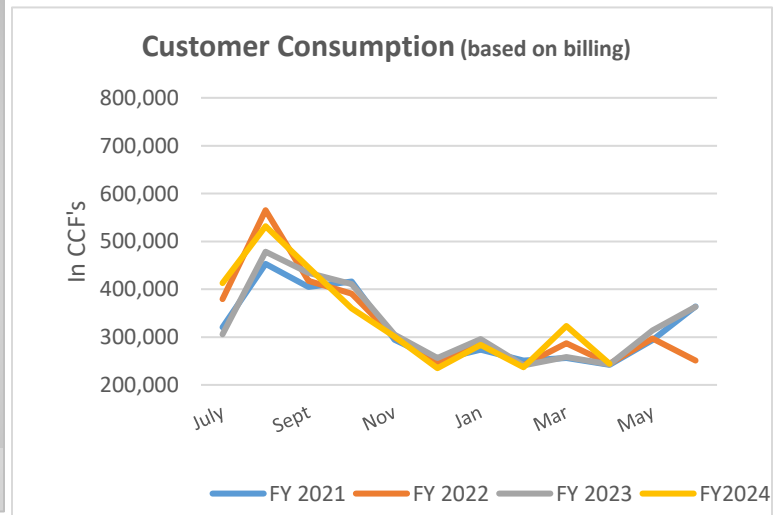
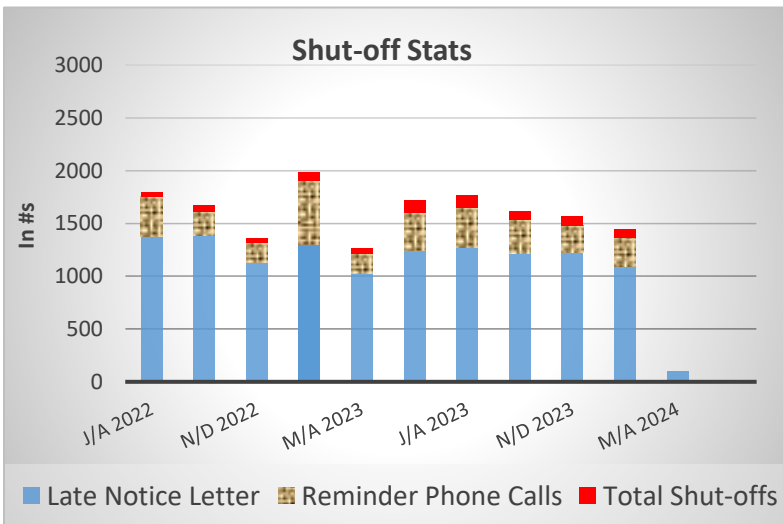
Residential Customers are billed on even months, Commercial Customers are billed on odd months.



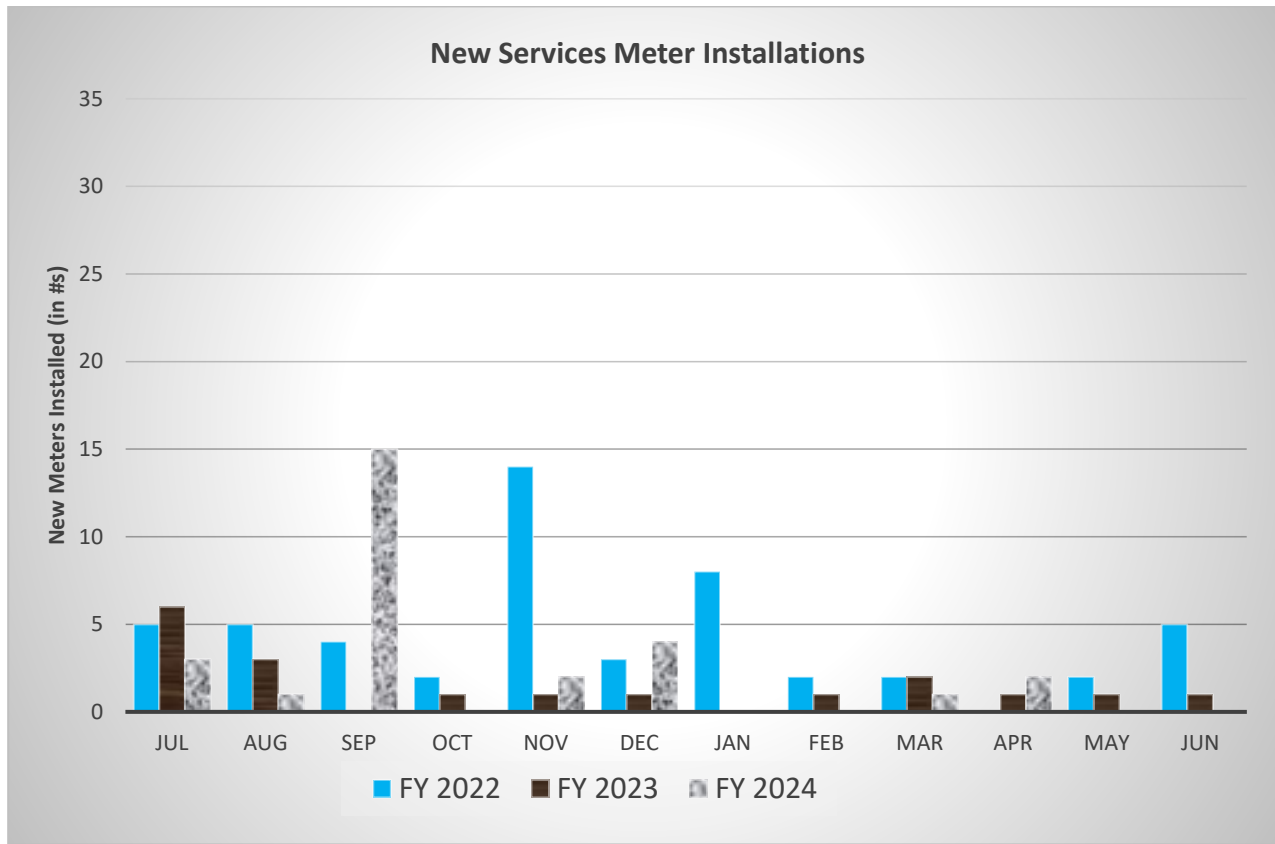
Cash/Check – Received via Lockbox, Counter

Credit Card – Received via CRW Initiated Automatic Payment, Walk-ins/Phone Calls, and Website

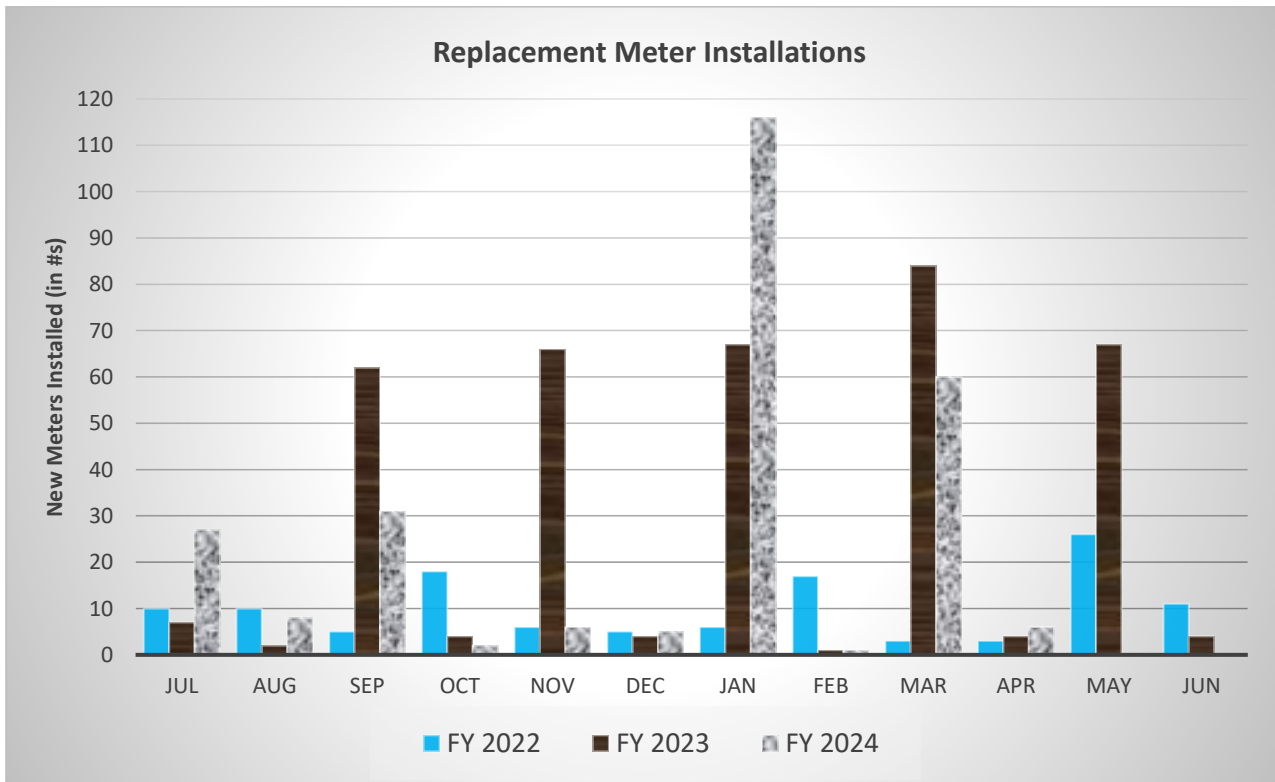
Electronic Funds Transfer – Received via Bank-to-Bank Transfer, Automatic Checking Withdrawal (RapidPay)



*Reminder Phone Calls are made during the even months. Shut offs occur the following month. **Jan/Feb late notice number is an estimate *No late notices Sept-Dec. '20; reinstated February and sent in May 2021



No new services for Sept. FY21, April F22, Sept. FY 22, Sept. FY 23, Jan FY23, Oct. FY24, Jan FY24, Feb FY24



Annual 2024 Goal for Meter Replacement is 350- Year to date is 183.

Operation Statistics

	Leak Repairs Made (all pipe sizes)	Leak Detection Completed (miles)	Hydrant Maintenance	Locate Requests	Valve Maintenance & Mapping	After-hours Callouts	Meter Maintenance Tasks	Cross Connection Inspections
Jan. 2024	3	0	38	311	4	28	60	5
Feb. 2024	0	0	109	340	116	3	0	13
Mar. 2024	1	0	4	397	7	3	86	16
April 2024	0	0.0	91	483	18	3	0	0
May 2024								
June 2024								
July 2024								
Aug. 2024								
Sep. 2024								
Oct. 2024								
Nov. 2024								
Dec. 2024								
Total to Date	4	0	242	1531	145	37	146	34
2024 Annual Goal	N/A	N/A	905	N/A	600	N/A	N/A	96

Note - Annual maintenance goals are established based on several criteria including; AWWA Best Management Practices, identified system priority maintenance and repair focus needs, and internal/external project forecasts.

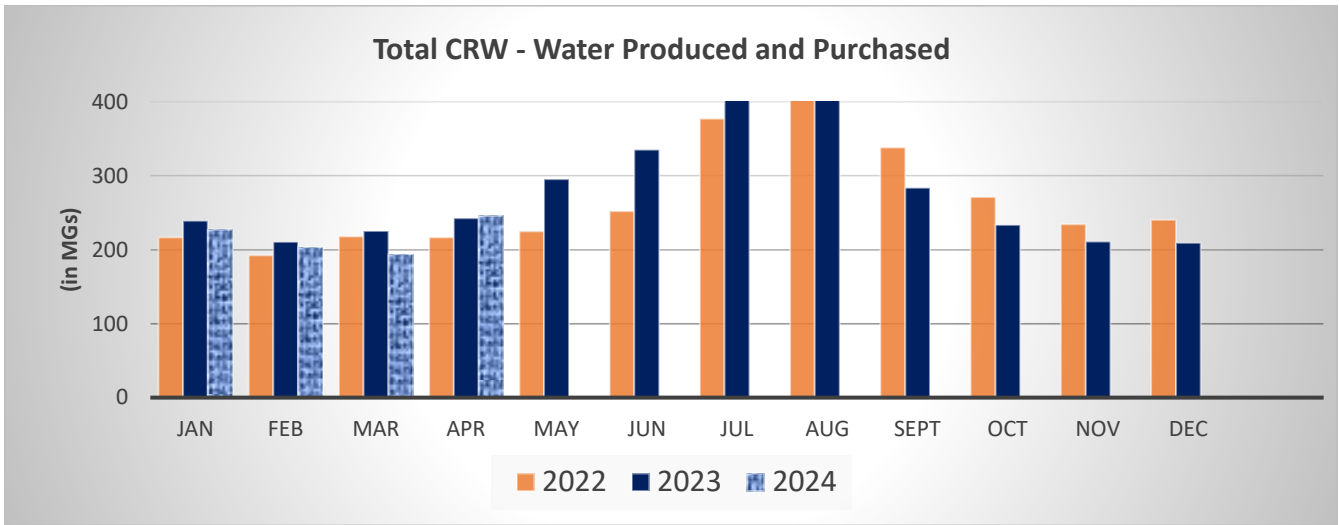
Private Development Projects

Private Project Tracking – April 2024

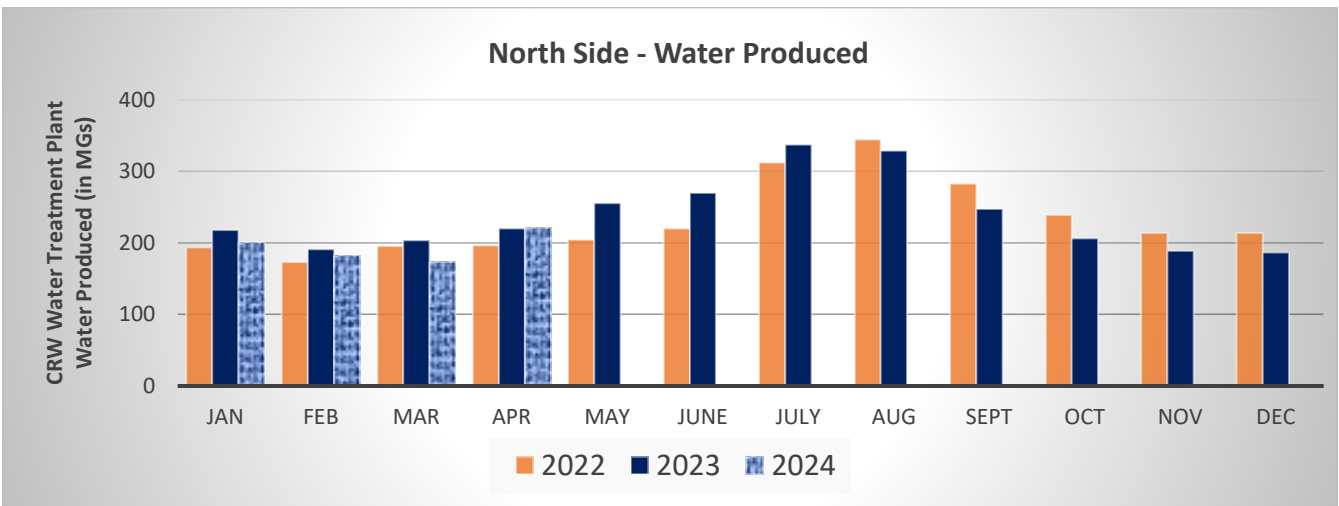
Project No.	Name	Description	Phase	Status
20-5262 Private	Bonaventure Senior Living	6" fire service and 3" meter	Const.	Site construction ongoing.
21-5285 Private	130 th Industrial Park	3-fire services 3-commercial services	Const.	Complete.
21-5289 Private	224 Logistics Center	Unified Grocer site; 4 fire & 4 Domestic Services	Const.	Construction underway.
22-5295 Private	Jannsen Multi-Family	New fire and domestic service for 8-plex development.	Const.	Awaiting construction start.
22-5298 Private	Serres Farms Subdivision	7-lot of subdivision	Design	Design review underway.
23-5299 Private	Prologis Park Clackamas	4-Warehouses with Fire and domestic service	Const.	First phase - Public ROW preconstruction meeting was held. Construction this summer.

Capital Project Status Report – April 2024

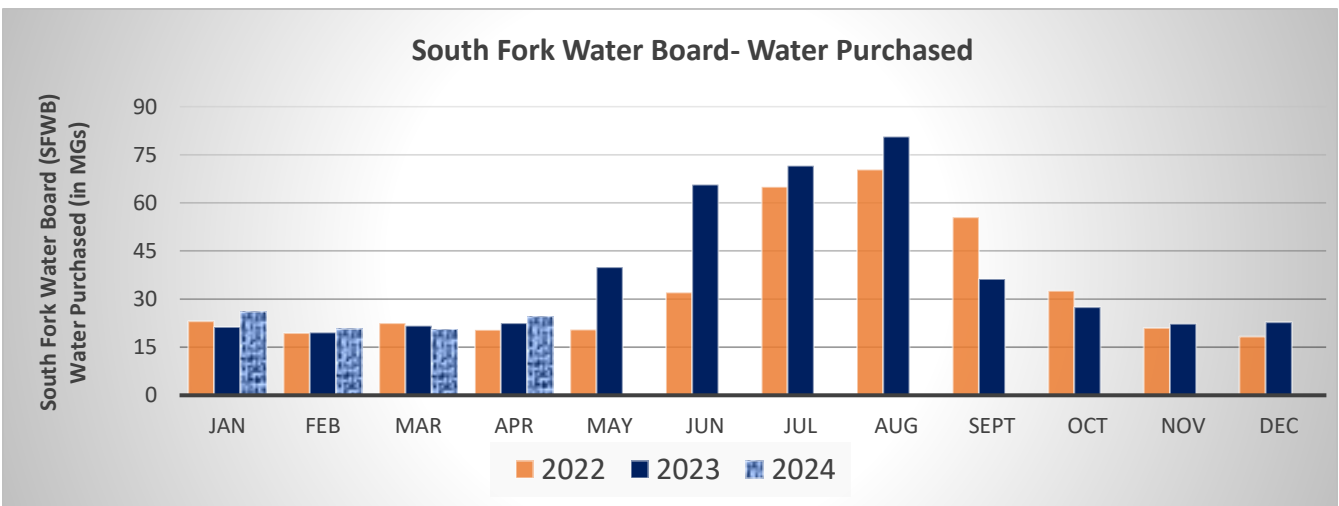
Project No.	Name	Project Budget	Spent to Date	Remaining Project Budget	Project Status
5301	Trans/CRW Impact Projects	\$250,000	\$7,087	\$242,913	
Utility coordination and adjustments at: Johnson Cr. Blvd at 79th Place Signals; ODOT 82nd Ave., Webster Rd.					
5303	82 nd Dr. Waterline Phase 2	\$1,041,000	\$66,689	\$974,911	In Design
Design consultant progressing. Potholing existing utilities.					
5291	I-205 Crossings:	\$1,119,000	\$92,904	\$1,026,096	In Design
Design consultant progressing.					
5306	Redland Rd. Waterline Phase 2	\$1,355,000	\$577,548	\$777,452	Construction
Piping and services are complete. Scheduling surface restoration.					
5307	Redland Rd. PRV	\$1,003,000	\$6,268	\$996,732	In Design
Design underway. Survey in progress.					
5308	Low Lift PS Improvements	\$749,000	\$0	\$749,000	No Activity
No Activity.					
5309	WTP Structural Improvements	\$1,000,000	\$105,265	\$894,735	Construction
Construction during valve replacement ongoing.					
5273	Redland Rd. Waterline Phase 1	\$666,000	\$356,994	\$309,006	Construction
Waterline in service Construction punch list underway.					
5270	Linwood Road Improvements	\$210,000	\$98,748	\$111,252	Construction
Construction is ongoing. CRW is coordinating service replacement work with the County and Contractor.					
5278	Monroe Street Improvements	\$850,000	\$49,221	\$800,779	In Design
Design at 90% complete. Preparing IGA with Clackamas Co. for construction tentative start summer of 2024.					
5280	Pump Station Chlorine	\$142,000	\$2,706	\$139,294	In Design
Design at 30% complete.					
5281	WTP Polymer Feed System	\$252,000	\$938	\$251,062	In Design
Designing space and layout of proposed feed system on first floor of WTP.					
5282	WTP Filter Valve Replacement	\$1,302,000	\$854,347	\$447,653	Construction
Valve installation nearing completion.					
5305	Webster Improvement at Bilquist School	\$0	\$15,812	(\$15,812)	In Design
Preparing plan for service adjustments prior to Clackamas Co. Road project.					
5292	Johnson Creek Blvd Improvements	\$0	\$57	(\$57)	In Design
Coordinating utility conflicts for Clackamas County road improvements.					
5312	Thiessen Rd. Culvert Crossing	\$0	\$0	\$0	In Design
Coordinating 8" waterline relocation to accommodate Clackamas County culvert replacement.					



*March & April 2024 Data includes water purchased from NCCWC during WTP Shutdown



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Regulatory

All 73 samples collected and analyzed for the April monitoring period showed no presence of coliform/*E. coli* bacteria.

Quarterly Disinfection By-Product sampling was conducted at 4 locations in the North Service Area and 4 locations in the South Service Area distribution systems.

Non-Regulatory

General water quality parameters (pH, temperature, chlorine, TDS, hardness, alkalinity) were collected for the distribution system at 16 locations in the North and South systems.

Monthly watershed sampling was conducted at 3 long-term sampling locations for total organic carbon, nutrients (nitrate/nitrite, total phosphorus, orthophosphate, etc), coliform density, pH, dissolved oxygen, TDS, temperature, and volatile organic carbon compounds (VOCs, 21 regulated for drinking water, 36 unregulated).

Winter Conditions Reports

- As of May 08, 2024, the Clackamas basin snowpack was **158% of median**.
- April **precipitation in the Clackamas basin was 54% of normal**. Precipitation since the beginning of the water year (October 1 – May 7) has been 105% of normal.
- **The three-month outlook (May-Jul)** from the NOAA Climate Prediction Center shows **above normal temperatures likely** for Oregon, and a **slightly elevated chance of below normal precipitation** for Northern Oregon.

