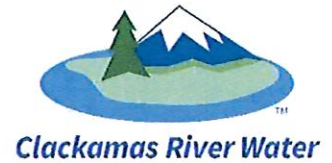


**CLACKAMAS RIVER WATER**  
BOARD OF COMMISSIONERS  
REGULAR MEETING AND RATE HEARING  
Held at 16770 SE 82<sup>nd</sup> Dr. Clackamas, OR 97015



**This Meeting will have both an in person and remote option for attending  
July 14, 2022 at 6:00pm**

**AGENDA**

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

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

Anyone who wishes to attend the meeting remotely may do so by internet at <https://us02web.zoom.us/j/86773115088> or by calling the following number [1-253-215-8782](tel:1-253-215-8782) and join meeting/86773115088#. **Passcode: 008718**

**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*)

**Action Items**

1. **Administer Oath of Office** – *Executive Assistant to the Board*
2. **Election of Board Officers** – *CRW Board of Commissioners*
3. **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 August Regular Board Meeting
  - Public Comment on Proposed Rate Increase
4. **Recurring Payments:** Consider Approval of Recurring Payments for FY 2022-23 Contracts in Excess of General Manager’s Approval Limit- *Jason Kirkpatrick, Chief Financial Officer*
5. **Consider Easement Approval:** Greenspace Self Storage- *Joe Eskew, Engineering Manager*
6. **Consider Contract Award:** Construction Contract for Maplelane Rd. Waterline Project, CIP 21-5279- *Joe Eskew, Engineering Manager*

**Next Page**

7. **Consider Easement Approval:** Maplelane Rd. Waterline Project, CIP 21-5279- *Joe Eskew, Engineering Manager*
8. **Consider Approval of Intergovernmental Agreement (IGA) with Clackamas County:** Relocation of Water Systems During the Linwood Ave. Improvements Project- *Joe Eskew, Engineering Manager*
9. **Consider Acknowledging Receipt of the Water Management and Conservation Plan -***Todd Heidgerken, General Manager*
10. **Consider Approval of Purchase of New Front End Loader-** *Adam Bjornstedt, Chief Engineer*
11. **Consider Exemption to rules and Regulations Requiring Frontage to Main for Water Service to Tax Lot 22E17AB02900, Adjacent to 16862 Gladjen Ave., Gladstone Oregon-** *Adam Bjornstedt, Chief Engineer*

#### Consent Agenda

- CA-1: **Gross Payroll and Accounts Paid: June 2022–** *Jason Kirkpatrick, Chief Financial Officer*
- CA-2: **Cash Position and Transfers: June 2022–** *Jason Kirkpatrick, Chief Financial Officer*
- CA-3: **Project Acceptance:** Accept Assets Constructed Under the “Heirloom Apartments” Project, CIP 19-5252- *Joe Eskew, Engineering Manager*

#### Informational Reports

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

#### Commissioner Business

- 14. Commissioner Reports and Reimbursements

#### *Adjourn regular meeting*

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

**CLACKAMAS RIVER WATER**

**SPECIAL BOARD MEETING**

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**July 14, 2022**

**SUBJECT**                      **Administer Oath of Office for Position #5**

**PRINCIPAL STAFF**            **Notary**  
**PERSON**

**BOARD ACTION**  
**REQUESTED**

**DOCUMENTS**  
**ATTACHED**

**Agenda Summary**

**BACKGROUND**

**ANALYSIS**

**CLACKAMAS RIVER WATER  
REGULAR BOARD MEETING**

**July 14, 2022**

**SUBJECT** Election of Board Officers

<b>DRAFT MOTION</b>	I nominate _____ for the office of President for FY 2022-2023
	I nominate _____ for the office of Secretary for FY 2022-2023
	I nominate _____ for the office of Treasurer for FY 2022-2023
<b>EFFECTIVE DATE</b>	July 14, 2022

**PRINCIPAL STAFF PERSON** CRW Board of Commissioners

**DOCUMENTS ATTACHED** None

**Agenda Summary**

**BACKGROUND** Section 2.2 of the CRW Board policies provides that officers of the board will be elected at the first meeting in July of each year. The officers of the board are President, Secretary and Treasurer. Duties for each of these positions are described in Sections 2.3, 2.4, and 2.5 of the board policies.

Commissioners are nominated and elected to these positions by motion. Currently, for Fiscal Year 2021-2022, the officers are:

Sherry French, President  
Naomi Angier, Secretary  
Tessah Danel, Treasurer

The board will elect officers for each position.

**CLACKAMAS RIVER WATER**

**REGULAR BOARD MEETING**

**July 14, 2022**

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**SUBJECT** Conduct Rate Hearing

**PRINCIPAL STAFF PERSON** Jason Kirkpatrick, Chief Financial Officer

**DOCUMENTS ATTACHED** None

**Agenda Summary**

**BACKGROUND** A rate hearing is required prior to increasing water rates per ORS 364.312. In March 2014, the Board of Commissioners approved an eight-year rate plan, and the eighth year of the rate increase was implemented in May 2021.

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 regular meeting. The public hearing will then be closed. The Board may consider a Resolution adopting Retail Water Rates at the August Regular Board Meeting.

Public Comment- Rate Hearing July 14, 2022

From: **za** <[redtech116@yahoo.com](mailto:redtech116@yahoo.com)>

Date: Mon, Jul 4, 2022 at 6:28 PM

Subject: Rating hearing on 7/14/22

To: [jkirkpatrick@crwater.com](mailto:jkirkpatrick@crwater.com) <[jkirkpatrick@crwater.com](mailto:jkirkpatrick@crwater.com)>

I think it will cheaper to have water delivered in bulk truck then get it from crwater these day.

I would like to see the eliminations of service charges..All billing should be based on how much you actually use.

I will be leaving the service area asap due to these increase rate of county services.

thanks for nothing

Glenn

# CLACKAMAS RIVER WATER

## REGULAR BOARD MEETING

July 14, 2022

**SUBJECT**                                 Recurring Payments: Consider Approval of Recurring Payments for FY 2022-23 Contracts in Excess of General Manager’s Approval Limit

<b>DRAFT MOTION</b>	I move to approve recurring purchases for FY 2022-23 that are \$75,000 or over per the attached list.
<b>EFFECTIVE DATE</b>	July 14, 2022

**PRINCIPAL STAFF PERSON**                 Jason Kirkpatrick, Chief Financial Officer

**BOARD ACTION REQUESTED**                 Motion to Approve Recurring Payments for FY 2022-23 Invoice, Contracts and Purchase Orders in excess of General Manager’s Approval Limit

**DOCUMENTS ATTACHED**                         Exhibit A - Recurring invoices for FY 2022-23 \$75,000 and over  
Exhibit B - Contracts for FY 2022-23 \$75,000 and over

### Agenda Summary

**BACKGROUND**                                 Board Policy Section 6.2 A –  
Section 6.2   Responsibility, Authority, Standardization  
*A. The General Manager is responsible for the procurement of all goods and services and for establishing procedures to sell goods and services.*

Resolution 06-2022 Modifying the General Manager’s Contracting Authority

*Section 2: The Board hereby delegates to the General Manager the authority to execute contracts, as defined in CRW’s Local Contract Review Board Rules, up to the total annual amount of \$75,000.00 for a duration no longer than three years.*

*Section 3. The Board hereby delegates to the General Manager the authority to execute Public Improvement Contracts, as defined in CRW’s Local Contract Review Board Rules, up to the amount of \$100,000.*

**ANALYSIS**

The District is required to operate the municipal water utility. The General Manager has been given responsibility for the procurement of all goods and services. Contracts (and their payments) over the General Manager authority of \$75,000 must be approved by the Board.

Vendor payments for the past year, current contracts, and the BN 2021-2023 adopted budget were reviewed for possible vendor payments that will exceed \$75,000 during FY 2022-23.

All payments over the General Manager authority of \$75,000 are brought to the Board of Commissioners for acknowledgement. These expenditures are routine and required to run the District. Listings of these payments are attached as Exhibit A and Exhibit B.

Public (Capital) Improvement contracts are brought to the Board of Commissioners as required throughout this fiscal year and therefore not included with this listing.



**Clackamas River Water  
Recurring Invoices and Contracts FY 2020-21**

Exhibit A

**Annual Payments \$75,000 and over for Board of Commissioners Approval (FY23)**

<b>Vendor Name</b>	<b>Invoice Description</b>	<b>Authority for Purchase</b>	<b>Average Monthly Dollars</b>	<b>Approximate Annual Dollars</b>
<b>Recurring Invoices</b>				
Clackamas River Water Providers	Membership Dues	IGA		\$ 125,000
Oregon PERS	PERS Payments	Set by State	\$ 60,000-85,000	\$ 770,000
PGE	Electrical at Plant	Set by State	\$ 20,000-38,000	\$ 420,000
PGE	Electrical at Pump Station	Set by State	\$ 23,000	\$ 276,000
South Fork Water Board	Water Purchases	Settlement Agreement	\$ 30,000-80,000	\$ 740,000
Special Districts Insurance Serv.	General Liability Insurance	Year to Year Contract	\$ 19,500	\$ 233,500
Special Districts Insurance Serv.(2)	Health Insurance	Collective Bargaining	\$ 69,000	\$ 828,000
Omega	Credit Card Processing	Monthly	\$ 22,000	\$ 264,000
Oregon City	Wheeling Charges	Monthly	\$ 22,000	\$ 264,000
US Bank	P-card payments	Monthly	\$ 25,000	\$ 300,000
Principal	Dental, LTD, AD&D, Life	Collective Bargaining	\$ 6,300	\$ 75,000
Wells Fargo Bank	Bond Principle and Interest	2016 Bond Official Statement		\$ 1,239,000
				<b>\$ 5,534,500</b>

**Clackamas River Water  
Recurring Invoices and Contracts FY 2020-21**

Exhibit B

**Annual Payments \$75,000 and over for Board of Commissioners Approval (FY23)**

<b>Vendor Name</b>	<b>Invoice Description</b>	<b>Authority for Purchase</b>	<b>Average Monthly Dollars</b>	<b>Approximate Annual Dollars</b>
<b>Approved Contract</b>				
AKS Engineering	Surveying	Awarded Contract	\$ 6,300	\$ 75,600
Bend Mailing	Utility Bill Printing	Awarded Contract	\$ 6,300	\$ 75,600
Canby Excavating	On-Call Construction	Awarded Contract	\$ 6,300	\$ 75,600
Core & Main, LLP (HD Supply)	Water Works Supplies	Awarded Contract	\$ 7,100	\$ 85,000
City Wide Facility Solutions	Janitorial	Awarded Contract	\$ 7,700	\$ 92,000
Compass Land Surveying	On-call Surveying	Awarded Contract	\$ 6,300	\$ 75,600
Emery & Sons Construction Group	On-Call Construction	Awarded Contract	\$ 6,300	\$ 75,600
Ferguson Enterprises	Water Works Supplies	Awarded Contract	\$ 6,250	\$ 75,000
GT Excavating	On-Call Construction	Awarded Contract	\$ 7,500	\$ 90,000
Harper Houf Peterson Righellis	Surveying	Awarded Contract	\$ 6,300	\$ 75,600
Kennedy Jenks	On-call Engineering	Awarded Contract	\$ 8,300	\$ 100,000
Madrone Technology Group	IT Support & Maintenance Agreements	Awarded Contract	\$ 15,200	\$ 182,000
Metereaders LLC	Meter Reading Services	Awarded Contract	\$ 6,300	\$ 75,600
Murraysmith	On-call Engineering	Awarded Contract	\$ 8,300	\$ 100,000
RH2 Engineering	On-Call Engineering Services	Awarded Contract	\$ 8,300	\$ 100,000
River City Environmental	VAC Truck Services	Awarded Contract	\$ 7,500	\$ 90,000
S-2 Contractors	Paving Services	Awarded Contract	\$ 6,300	\$ 75,600
Trench Line Excavators Inc	On-Call Construction	Awarded Contract	\$ 6,300	\$ 75,600
West Yost Associates	On-Call Engineering Services	Awarded Contract	\$ 8,300	\$ 100,000
<b>Grand Total of \$75,000 and Over per Vendor -</b>			<b>\$</b>	<b>\$ 1,694,400</b>

**CLACKAMAS RIVER WATER**

**REGULAR BOARD MEETING**

**July 14, 2022**

**SUBJECT**                               **Consider Easement Approval:** Approval of the waterline easement for the Greenspace Development Project.

<b>DRAFT MOTION</b>	Move that the Board approve the donation of a waterline easement to be granted by property owners GSD Luther Road, LLC and authorize the General Manager to sign the Easement document.
<b>EFFECTIVE DATE</b>	July 14, 2022

**PRINCIPAL STAFF PERSON**                       Joseph D. Eskew, Engineering Manager

**BOARD ACTION REQUESTED**                       The Board is requested to approve the permanent waterline easement.

**DOCUMENTS ATTACHED**                       Exhibit A – Location Map  
Exhibit B – Utility Design Map  
Exhibit C – Easement Documents

**Agenda Summary**

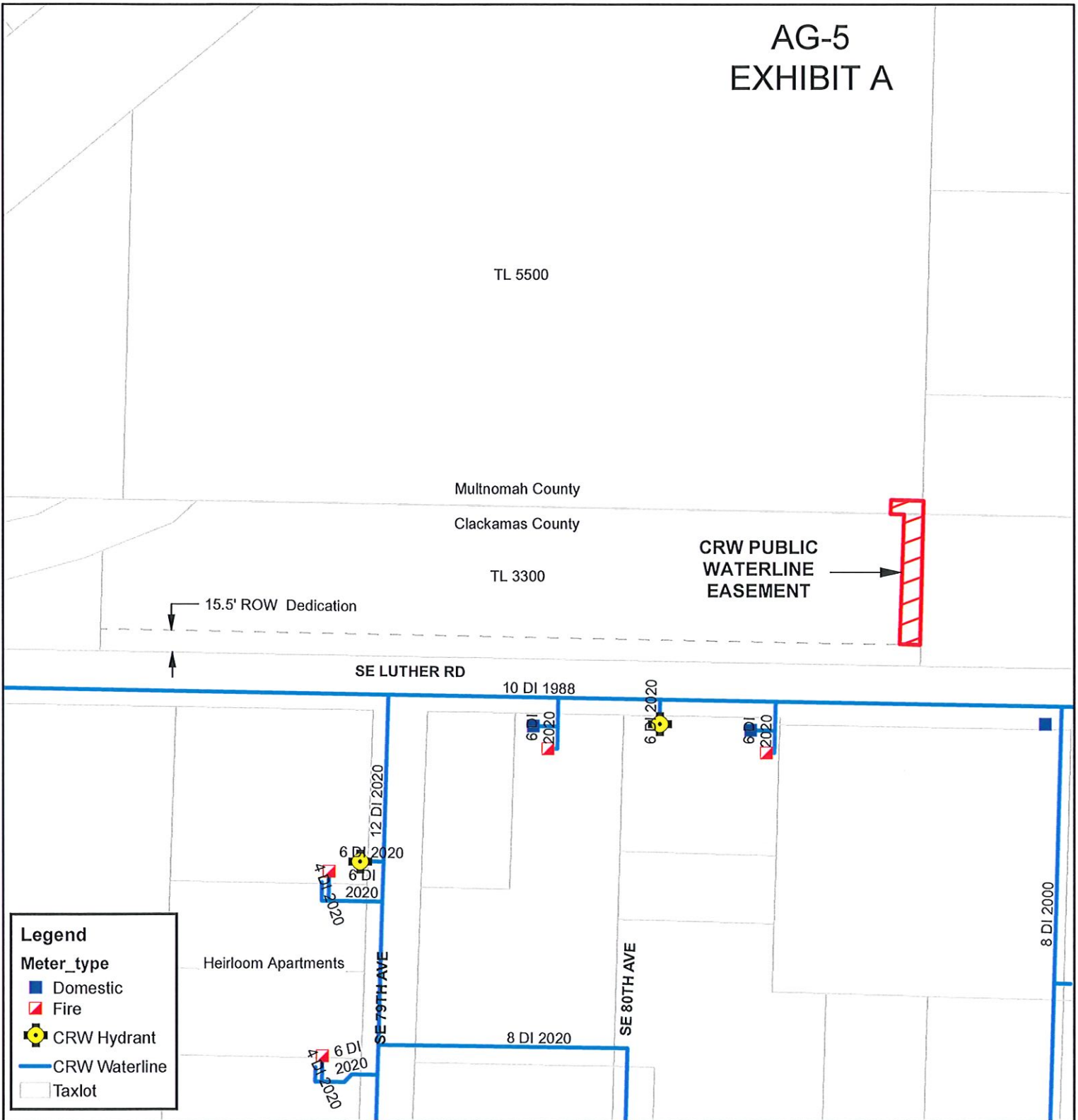
**BACKGROUND**                               On January 9<sup>th</sup>, 2020 the Board passed Resolution 02-2020 providing for extra-territorial service for development of the property at 7939/8107 SE Luther Road, the property being partially within Clackamas County and partially within Multnomah County. Development plans are now nearing completion.

During the development land use and design evaluation, the developer was instructed by the County to accommodate a future realignment of Luther Rd to connect to 82<sup>nd</sup> Ave. at Clatsop Street. This future realignment precipitated the need to design the fire and domestic water services in a location that would not require relocation during the future road realignment. The proposed water services are located adjacent to proposed future right-of-way but not within current right-of-way. The offset location of the services is the reason for this proposed easement.

**STAFF RECOMMENDATION**                       Approve the easement and proceed with the project.

# CRW Waterline Easement - Greenspace Self Storage

AG-5  
EXHIBIT A



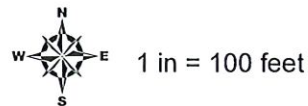
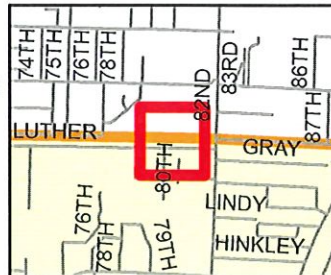
**Legend**

**Meter\_type**

- Domestic
- Fire
- CRW Hydrant
- CRW Waterline
- Taxlot

Date: June 29, 2022  
 Drawing Name: Greenspace\_easement  
 Drawing Location: F:\DEVELOPMENT & NEW SERVICES\New Services\3\_Small Development\Greenspace Self Storage - 8107 SE Luther Rd (5265)\Easements\GIS  
 Drawing By: B.Johnson

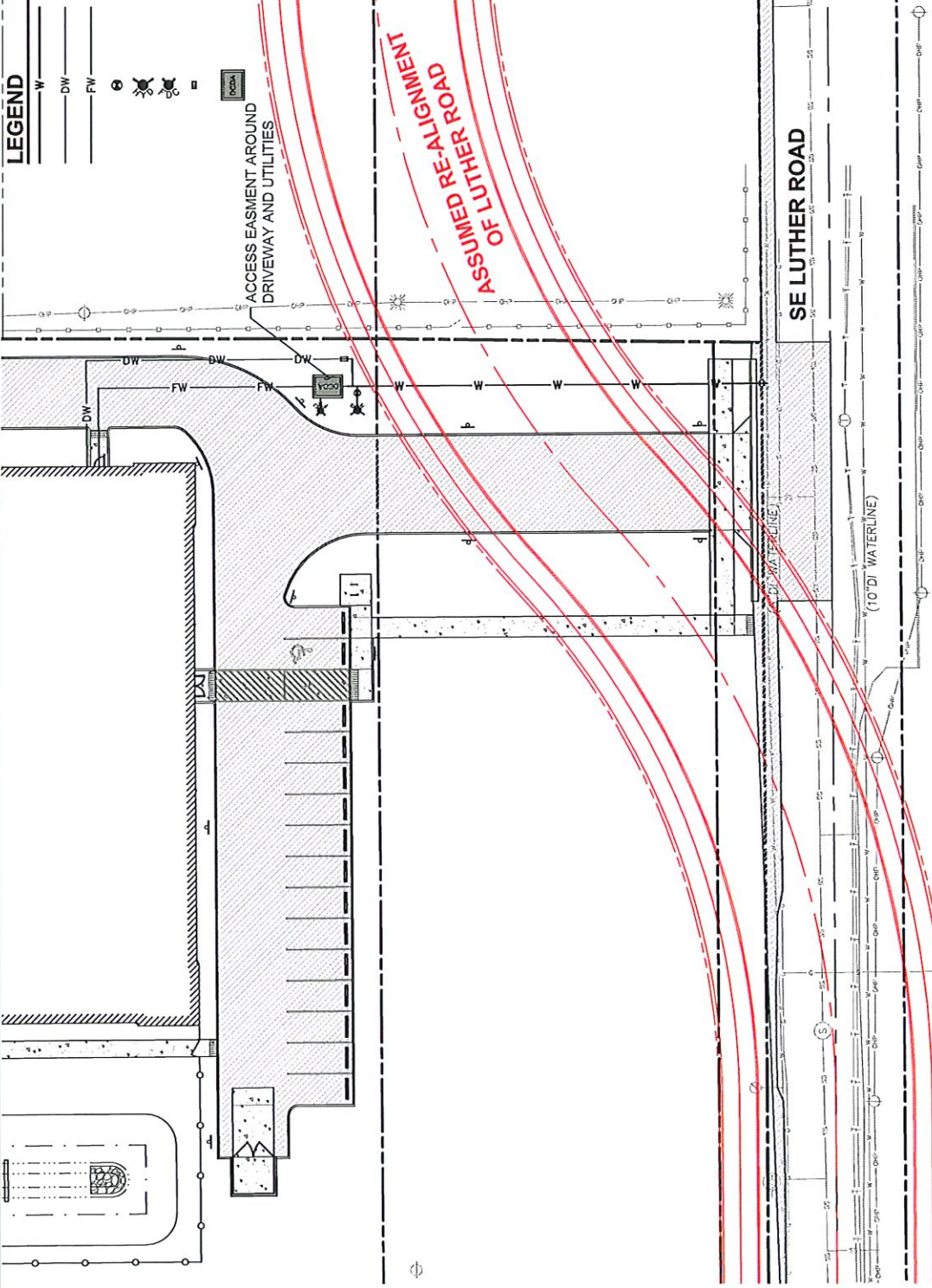
MAP FOR REFERENCE PURPOSES ONLY  
 The information on this map is derived from Clackamas River Water's digital database. However, there may be map errors or omissions. Please contact Clackamas River Water directly to verify map information. Notification of any errors is appreciated.



**CLACKAMAS RIVER WATER**  
 GEOGRAPHIC INFORMATION SYSTEM  
 16770 SE 82nd Drive - Clackamas, Oregon  
 503-722-9220 - www.crwwater.com

# AG-5 EXHIBIT B

- LEGEND**
- W — PROPOSED WATER PIPE
  - DW — PROPOSED DOMESTIC WATER PIPE
  - FW — PROPOSED FIRE WATER PIPE
  - ⊙ PROPOSED VALVE
  - ⊙ PROPOSED FIRE HYDRANT ASSEMBLY
  - ⊙ PROPOSED FIRE DEPARTMENT CONNECTION
  - ⊙ PROPOSED DOMESTIC WATER METER
  - ⊙ PROPOSED DOUBLE CHECK DETECTOR ASSEMBLY



**GREENSPACE SELF-STORAGE**

GDP GROUP

WATER EXHIBIT

**3J CONSULTING**  
CIVIL ENGINEERING • WATER RESOURCES • COMMUNITY PLANNING

09/24/2020

AG-5  
EXHIBIT C

Recording Certificate

Grantor's Name and Address:  
GSD Luther Road, LLC  
1100 NASA Parkway, Suite 685  
Houston, Texas 77058

Grantee's Name and Address:  
Clackamas River Water  
P.O. Box 2439  
Clackamas OR 97015

Until a change is requested,  
all tax statements should be sent to:  
(GRANTOR)

After Recording Return To:  
CLACKAMAS RIVER WATER  
P.O. BOX 2439  
CLACKAMAS OR 97015-2439

**CLACKAMAS RIVER WATER  
WATERLINE EASEMENT**

**GSD Luther Road, LLC**, referred to as the "Grantor", conveys to **CLACKAMAS RIVER WATER**, a domestic water supply district and municipal corporation, the "Grantee" herein, a permanent easement and right of entry upon the following real property located in Clackamas County and Multnomah County, Oregon:

THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON, BEING A PORTION OF THAT PROPERTY DESCRIBED IN STATUTORY WARRANTY DEED TO GSD LUTHER ROAD, LLC, RECORDED AS DOCUMENT NUMBER 2019-066647, CLACKAMAS COUNTY DEED RECORDS, MAP 1S2E29AA TL 3300, RNO 52383;

AND IN THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, MULTNOMAH COUNTY, OREGON, BEING A PORTION OF THAT PROPERTY DESCRIBED IN STATUTORY WARRANTY DEED TO GSD LUTHER ROAD, LLC, RECORDED AS DOCUMENT NUMBER 2019-114475, MULTNOMAH COUNTY DEED RECORDS, MAP 1S2E20DD TL 5500, RNO R336369.

Pursuant to ORS 93.030(2), the true and actual consideration for this easement and right of entry is **\$0.00**.

This easement and right of entry is for the purpose of permitting the Grantee to construct, maintain, repair, remove and replace underground water lines, mains and related facilities through, within and under the easement area ("Easement Area") described in Exhibit A and graphically shown on Exhibit B, both of which are attached to this easement, together with the right to excavate and refill ditches or trenches, to construct, maintain, repair, remove, replace, locate or connect to the lines or mains, and the further right to remove trees, bushes, undergrowth or other obstructions interfering with the construction, repair or replacement and operation of the lines or mains without

compensation to the Grantor, other than the consideration paid for this Easement. Grantee acknowledges that Grantor has certain improvements within the Easement Area such as paved roadways, private utilities, and related improvements. In the event that Grantee damages said Grantor improvements, Grantee shall repair such damage and be responsible for and indemnify Grantor for any loss or damages.

This easement consists of a Permanent Easement of 1697 square foot as described in Exhibits A and B, attached.

The following terms and conditions shall also apply to this easement:

1. All water lines, storm lines, mains and related facilities constructed within the Easement Area by Grantee shall be constructed at Grantee's expense and shall be constructed underground, at a depth sufficient to prevent freezing thereof. No above-ground structures, improvements, enclosures, markers, concrete pads, risers, poles, anchors, guy wires or other appurtenant fixtures or equipment shall be installed, except for valves, manholes, vaults, hydrants or other related appurtenances that are inherent in the design and proper installation of said water lines, storm lines, mains and related facilities. Grantee is solely responsible for determining the location of all utilities that may be affected by work performed by or on behalf of Grantee. Grantee shall provide all required notification to the applicable utility companies and shall take all steps necessary to prevent damage to or disruption of all utilities and utility service and other equipment and systems.
2. Except as otherwise provided, the easement granted in this Agreement shall be non-exclusive. Grantor shall have the right to use, and/or allow others to use, the Easement Area for any purpose that does not unreasonably interfere with the Grantee's use of the Easement Area as set forth herein. For all repair, maintenance or construction work that is performed within, and disturbs, the Easement Area, the acting party shall be responsible to restore the disturbed property to approximately its original condition, reasonable wear and tear excepted, upon completion of the work and shall be responsible for any damage caused as a result of the work by the acting party. In the event Grantor, or anyone acting with permission from or at the request of Grantee, installs other utilities or makes other improvements to the Easement Area, Grantor shall provide the Grantee with not less than ten (10) days written notice, except in the case of emergency, prior to commencing any installation or improvements. Further, the acting party shall also conduct its maintenance, repair and construction activities so as to minimize interference with the activities of the other party. Nothing herein shall prevent Grantor, at its own expense and with thirty (30) days written notice, except in the case of emergency, to the Grantee, from occupying, filling, landscaping (with the exception of trees), sloping and/or grading the Easement Area and installing other improvements thereon (with the exception of buildings), or otherwise improving or using the area within or without the Easement Area, provided that nothing shall be constructed or placed upon the easement area which would materially impair access to the Easement Area or adversely impact the operation of Grantee's water lines or other infrastructure placed in the Easement Area pursuant to this Easement. In the event Grantor constructs or installs, or allows others to construct or install, any improvements in the Easement Area, the Grantor shall indemnify and hold the Grantee harmless from any and all damages to Grantee's installations in the Easement Area.

3. Grantee agrees, at its cost and expense, to keep the utility lines and all other equipment, systems and property of Grantee located within the Easement Area in good order, condition and repair.
4. Grantee shall provide Grantor with prior written notice before engaging in initial construction activities and, except in the case of emergency, at least *fifteen* (15) days prior written notice before engaging in any maintenance, repair and additional construction activities upon the Easement Area described herein.
5. The easement granted by this Agreement may be relocated within the Grantor's property at any time upon Grantor's request, provided that Grantor bears the cost of relocating the underground utility lines and any other associated improvements which must be moved in connection with such relocation. Such costs of relocating the utility lines shall include Grantee's engineering and legal costs associated with such relocation. At Grantor's request, and upon the relocation of such lines and other property at Grantor's expense, Grantee shall execute and deliver to Grantor an instrument in recordable form relocating the easement granted in this Agreement to the new Easement Area designated by Grantor and terminating the easement granted in this Agreement.
6. Grantee covenants to and does hereby agree to indemnify, hold harmless and defend the Grantor and his successors and assigns, from and against all claims and all costs, expenses and liabilities (including reasonable attorneys' fees) incurred in connection with all claims, including any action or proceedings brought thereon, arising from or as a result of the death of any person or persons, or any accident, personal injury, loss or damage whatsoever caused to any person or entity or to the property (including but not limited to personal property) of any person or entity as shall occur on or about the Easement Area as the result of the Grantee's exercise of the rights granted in this Agreement, or Grantee's failure to perform the obligations set forth in this Agreement. There shall be excluded from the foregoing indemnification the damages, costs and expenses to the extent that such damages, costs and expenses are caused by the negligence of Grantor, his agents, employees, representatives, or their successors and assigns.
7. This Easement is made subject to all matters currently of record, to the extent the same are valid and enforceable.
8. This Easement will terminate upon the earlier of (i) mutual agreement of the parties or (ii) abandonment by Grantee of the facilities located within the limits of the Easement for a period of at least one year or (iii) the dissolution of Grantee pursuant to ORS Chapter 264 if no successor operator of an installed facility has assumed the obligations of Grantee under this Agreement within 180 days of its receipt of written demand from Grantor. Termination under (ii) above will be deemed to have occurred automatically upon the sixtieth day after delivery of written notice of such abandonment and of the resulting termination of this Easement (the "Abandonment Notice") by the then owner of the Property to Grantee at the address set forth herein for Grantee (or at such other address for Grantee which is hereafter delivered by Grantee to said owner and to the Grantor at the address specified herein), unless Grantee delivers to said owner (at the address for said owner set forth in said Abandonment Notice), within sixty (60) days after



delivery of the Abandonment Notice, written notice that the easement and facilities have not been abandoned. Any notices to be delivered hereunder will be served by certified mail, return receipt requested, postage prepaid and will be deemed delivered three (3) days after mailing as aforesaid at the notice addresses mentioned herein. Upon termination of this Easement as provided in this paragraph, Grantor shall be entitled to record a Memorandum of Termination of Easement in the Deed Records of Clackamas County evidencing and commemorating such termination based on the notarized statement of Grantor, or Grantor's successor in interest.

- 9. This Easement shall benefit Grantor and Grantee and be enforceable against their respective heirs, successors and assigns unless and until terminated as provided hereinabove.
  
- 10. By executing this Agreement the undersigned persons represent and warrant to one another that they each have the authority to bind Grantor and Grantee to this agreement.
  
- 11. This Easement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Dated this 6th day of June, 2022.

[Signature]  
 Signature Grantor

David Ledoux, Manager  
 Print using black ink or Type Name, Position, and/or Signing for

\_\_\_\_\_  
 Signature Grantor

\_\_\_\_\_  
 Print using black ink or Type Name, Position, and/or Signing for

**NOTARY OF GRANTOR(S):**

STATE OF Texas }  
 } ss.  
 COUNTY OF Harris }

This instrument was acknowledged before me on June 6th, 2022 by  
David Ledoux and \_\_\_\_\_.

WITNESS my hand and official seal.

[Signature: Tammy Stewart]  
 Signature

Notary Public - State of Texas

My commission expires: 10/18/25



[Easement Acceptance Appears on Next Page]

THE ABOVE EASEMENT IS ACCEPTED:

\_\_\_\_\_  
Todd Heidgerken, General Manager  
CLACKAMAS RIVER WATER

**NOTARY OF CLACKAMAS RIVER WATER:**

STATE OF OREGON            }  
  } S.S.  
COUNTY OF CLACKAMAS    }

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_  
by Todd Heidgerken, General Manager of Clackamas River Water.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

Notary Public - State of Oregon

My commission expires: \_\_\_\_\_

**EXHIBIT A**

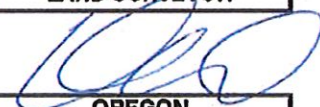
SHEET 1 OF 2  
PUBLIC WATER LINE EASEMENT


A TRACT OF LAND SITUATED IN THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON, AND IN THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, MULTNOMAH COUNTY, OREGON, AND BEING A PORTION OF THAT PROPERTY DESCRIBED IN STATUTORY WARRANTY DEED TO GSD LUTHER ROAD, LLC, RECORDED AS DOCUMENT NUMBER 2019-066647, CLACKAMAS COUNTY DEED RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

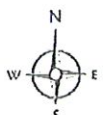
BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE AFOREMENTIONED GSD LUTHER ROAD, LLC, TRACT WITH A LINE 35.50 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF SE LUTHER ROAD; THENCE ALONG SAID PARALLEL LINE (BEING 35.50 FEET NORTH OF THE CENTERLINE OF SE LUTHER ROAD) SOUTH 89°36'49" WEST 15.00 FEET; THENCE LEAVING SAID PARALLEL LINE NORTH 00°34'15" EAST 96.51 FEET; THENCE SOUTH 89°36'49" WEST 9.90 FEET; THENCE NORTH 00°00'09" EAST 10.33 FEET; THENCE NORTH 89°36'49" EAST 24.97 FEET TO THE EAST LINE OF SAID GSD LUTHER ROAD, LLC, TRACT; THENCE ALONG SAID EAST LINE SOUTH 00°00'09" WEST 10.33 FEET; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 00°34'15" WEST 96.51 FEET TO THE POINT OF BEGINNING.

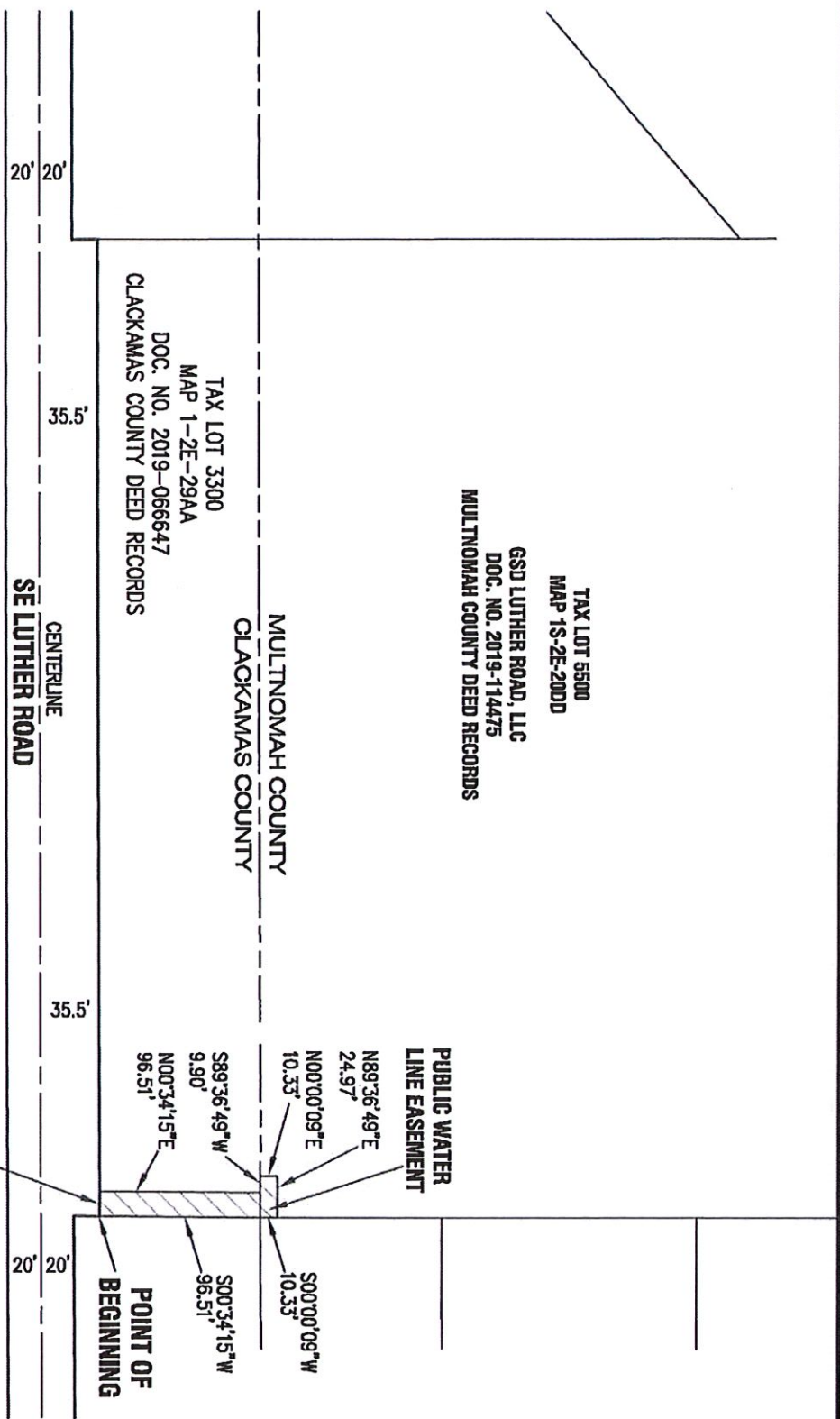
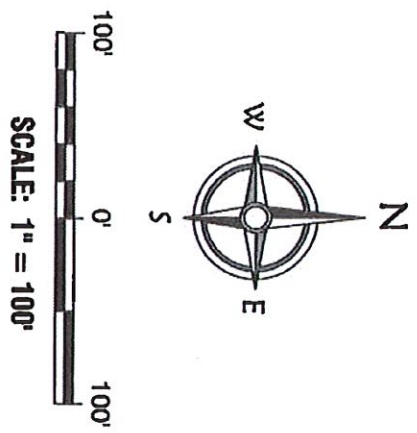
CONTAINS 1697 SQUARE FEET.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

  
OREGON  
JULY 14, 1978  
DON DEVLAEINCK  
1634

DATE OF SIGNATURE:   
EXPIRES 12/31/2023





**EXHIBIT B  
PUBLIC WATER LINE EASEMENT**

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 14, 1978  
DON DEVLAE MINCK  
1634

DATE OF SIGNATURE: *5/23/22*  
EXPIRES 12/31/2023

8588 ExhE.dwg

**COMPASS** Land Surveyors  
4107 SE International Way, Suite 705  
Milwaukie, Oregon 97222 503-653-9093

SITUATED IN THE NE 1/4 OF SECTION 29,  
T.1S., R.2E., W.M., CLACKAMAS COUNTY,  
OREGON AND SE 1/4 OF SECTION 20, T.1S.,  
R.2E., W.M., MULTNOMAH COUNTY, OREGON

2  
2

# CLACKAMAS RIVER WATER

## REGULAR BOARD MEETING

July 14, 2022

**SUBJECT**                                 **Consider Contract Award:** Construction Contract for Maplelane Rd. Waterline Project, CIP 21-5279

<b>DRAFT MOTION</b>	Move to award the Maplelane Waterline construction contract to ML Houck Construction Co. for the bid amount of \$ 790,232.00 and authorize the General Manager to sign the completed contract.
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<b>EFFECTIVE DATE</b>	July 14, 2022
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**PRINCIPAL STAFF PERSON**                         Joseph D. Eskew PE – Engineering Manager

**BOARD ACTION REQUESTED**                         The Board is requested to authorize a construction contract for \$790,232.00 to construct the Maplelane Waterline project, CIP 21-5279.

**DOCUMENTS ATTACHED**                                 Exhibit A: “Invitation to Bid”, published 6/8/2022  
 Exhibit B: “Notice of Intent to Award” with Bid Tally, 7/5/2022  
 Exhibit C: Map and Project Fact Sheet (public release)

### Agenda Summary

**BACKGROUND**                                 The Athens Dr. Waterline project was included in the adopted 2021-2023 Biennial CIP Budget. The project scope includes construction of approximately 2,500 lineal feet of 8-inch waterline and approximately 625 LF of 8-inch diameter HDPE (within easement) including interconnections, services, and other appurtenances to replace aged (1960’s) 4-inch and 6-inch cast iron waterline that has experienced leaks.

**PUBLIC INVOLVEMENT**                                 Public Bid process

**ANALYSIS**   Review and Evaluation of Bids:  
 At 2:00 p.m. on Tuesday, June 30, 2022 formal proposals were received in response to the public advertisement for this project; five (5) proposals were received. A bid tally is attached and included in Exhibit B.

The low bid was submitted by ML Houck Construction Co. Their proposal was for \$790,232.00 which is \$30,107 or 4% above the Engineer's estimate of \$760,125.00. The remaining bids vary from \$862,737.50 to \$977,849.85. Staff estimates have trended higher for several past projects reflecting observed construction trends, inflation and the use of higher contingency values. The

differences between the several contractors' bids are distributed throughout the bid items indicating competitive bidding without imbalance. Supply chain difficulties indicate a delay in project start may be necessary to allow time for critical materials to be delivered.

ML Houck Construction Co. has been in the utility contracting trade for many years and has successfully completed projects throughout Oregon. Staff believes their bid to be responsible, responsive, reflects the current marketplace and meets the requirements identified in the Bid Documents.

Staff reviewed information available for ML Houck Construction Co. from the Oregon Construction Contractors Board and found no unsatisfactory reports. Reference checks on similar projects for this contractor confirm that they are a responsible and competent firm.

**STAFF  
RECOMMENDATION**

Based on past work experience, bonding ability and successful completion of similar projects, staff recommends that the contract be awarded to ML Houck Construction Co. in the amount of \$790,232.00.

**SECTION 00020 - INVITATION TO BID  
FOR  
MAPLELANE ROAD WATERLINE, PROJECT 21-5279  
FOR  
CLACKAMAS RIVER WATER  
CLACKAMAS, OREGON**

Sealed bids marked “**MAPLELANE ROAD WATERLINE**” will be received by Karin Holzgang, Contracts Coordinator, at the Clackamas River Water Office, located at 16770 SE 82<sup>nd</sup> Drive, Clackamas, Oregon 97015. Bids must be received at the location noted above no later than **2:00 PM Pacific Time on THURSDAY JUNE 30, 2022**, at which time the bids will be publicly opened and read. All Bidders must submit a list of their first-tier subcontractors, as required by ORS 279C.370, in a separate envelope no later than **4:00 PM Pacific time** that same day. Any and all bids received after the deadline for submission, or for which the list of first-tier subcontractors has not been submitted by the deadline for disclosure of first-tier subcontractors, shall be declared “non-responsive” and shall not be considered for award. A contract will be awarded or bids rejected within 30 calendar days after the opening.

**Bid Opening**

1. Bids will be opened by CRW staff in the CRW Board Room at the date and time stipulated above.
2. The bid opening may be attended in person in the Board Room or viewed by Zoom meeting. Information on connecting to the Zoom meeting will be found on the CRW website at <https://crwater.com/contracting-opportunities/> at least seven days prior to the bid opening.
3. Bid results will be available on the CRW website at <https://crwater.com/contracting-opportunities/>.

**This project is located at the northerly end of Maplelane Road; West of Ferguson Road and East of Abernathy Creek; and includes, but is not limited to the following Work:**

1. Furnish and install approximately 2,500 LF of 8-inch diameter Restrained Joint Class 52 Ductile Iron water main, including services, valves, appurtenances and all required erosion control, traffic control, excavation, backfill, restoration and other work as required.
2. Furnish and install approximately 625 LF of 8-inch diameter, DR-9 HDPE installed via pipe burst through an existing 4-inch cast iron waterline with bypass pipeline.
3. The Work includes, but is not limited to furnishing all required supervision, labor, equipment, materials, appurtenances and miscellaneous work necessary for the construction.

The complete Contract Documents are available for viewing and download at CRW's website, [www.crwwater.com](http://www.crwwater.com). Bid submission is via hardcopy at the time and place indicated above. *Prospective bidders must acknowledge all sections of the bid documents, and print and complete all required forms as part of their bid submission. All plan holders who download the contract documents from the CRW website must fill out the form with correct contractor information to be included on the plan holders list.*

No prebid meeting will be held for this project.

Each bid must be submitted on the bid form included in the bid package issued by Clackamas River Water or issued by addendum and accompanied by bid security as prescribed in the Instructions to Bidders and payable to Clackamas River Water, Clackamas, Oregon, in an amount not less than ten percent (10%) of the total amount bid.

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Bidding Documents.

Each bid must contain a statement as to whether the Bidder is a Resident Bidder, as defined in ORS 279A.120.

This project is a public work project covered by ORS 279C.800 et seq. (Oregon Prevailing Wages). By submitting a bid, the Bidder certifies that it will comply with all the requirements of Oregon's prevailing wage laws and regulations.

Clackamas River Water may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the agency that it is in the public interest to do so.

The Contract, if awarded, is to be awarded to the lowest responsive bid of a responsible bidder. The responsibility of all bidders will be determined in accordance with ORS 279C.375.

This project does not contain asbestos abatement work and the contractor or (any) subcontractor will not be required to be licensed by the Department of Environmental Quality (ORS 468.883).

Clackamas River Water programs, services and activities are open to all persons without regard to race, sex, age, handicap, religion, ethnic background or national origin. For further information about this equal opportunity policy, contact the Clackamas River Water District Office, 503-722-9220.

By Order of Clackamas River Water

**END OF SECTION**





AG-6  
EXHIBIT B

## Notice of Intent to Award a Contract

July 5, 2022

CRW Project No. 21-5279

To: Interested Parties

Re: **Mapelane Rd. Waterline- CIP 21-5279**

After preliminary review of the bids submitted in response to public solicitation, Clackamas River Water hereby intends to award a contract for construction of the Mapelane Rd. Waterline, CIP 21-5279 in the amount of **\$790,232.00** to:

M.L. Houck  
4444 22<sup>nd</sup> Ave NE  
Salem, OR 97301

Contract award will be heard by the Clackamas River Water Board of Commissioners at their scheduled Regular Board meeting on July 14, 2022. An award will become final upon the vote of the Board.

A bidder may submit a formal written protest within seven (7) calendar days of the date of this Notice of Intent to Award. Submit such protest to: General Manager, Clackamas River Water, 16770 SE 82<sup>nd</sup> Drive, Clackamas, Oregon, 97015.

The written protest must specify the grounds upon which the protest is based and must show the protesting party is an adversely affected or aggrieved bidder. A bidder is adversely affected or aggrieved only if the bidder is eligible for award of the contract as the responsible bidder submitting the lowest responsive bid next in line for award and claims that the lower bidders are ineligible for award in accordance with law. Enclosed for your records is a bid tally spreadsheet and first-tier subcontractor disclosure.

Any protest received after the seventh-day deadline will not be considered.

Sincerely,

A handwritten signature in black ink that reads "Karin Holzgang". The signature is written in a cursive, flowing style.

Karin Holzgang  
Contracts Coordinator/Executive Assistant, Clackamas River Water

Enclosures: *Bid Tally Sheet, Contractor First Tier Form*

CC: Bidders (5); Bob Steringer; Joe Eskew, PE

SECTION 00415

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

MAPLELANE RD. WATERLINE, Project 21-5279

PROJECT NAME: MAPLELANE RD. WATERLINE

BID CLOSING: Date: June 30, 2022 Time: 2:00 PM

FIRST TIER SUBCONTRACTOR FORM DUE: 4:00 PM

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
1. <u>Eastside Paving</u>	<u>\$ 101,424.00</u>	<u>paving</u>
2. _____	<u>\$ _____</u>	_____
3. _____	<u>\$ _____</u>	_____
4. _____	<u>\$ _____</u>	_____
5. _____	<u>\$ _____</u>	_____
6. _____	<u>\$ _____</u>	_____

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form submitted by (bidder name): M.L. Houck Construction Co

Contact name: Mike Houck

Phone No.: 503-463-7177

**CLACKAMAS RIVER WATER**  
**Maplelane Rd Waterline**  
 CIP 21-5279  
**BID TALLY**

Bid opening 6/30/2022, 2:00 pm

DESCRIPTION	QTY	UNITS	Engineer		ML Houck		Icon		Odyssey		Trench Line		Tapani	
			PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
1 Mobilization	1	L.S.	\$ 36,000.00	\$ 36,000.00	\$ 75,000.00	\$ 75,000.00	\$ 50,000.00	\$ 50,000.00	\$ 42,000.00	\$ 42,000.00	\$ 35,999.93	\$ 35,999.93	\$ 96,000.00	\$ 96,000.00
2 Construction Staking	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 9,850.00	\$ 9,850.00	\$ 12,500.00	\$ 12,500.00	\$ 15,000.00	\$ 15,000.00	\$ 10,708.92	\$ 10,708.92	\$ 16,000.00	\$ 16,000.00
3 Rock Excavation	20	C.V.	\$ 320.00	\$ 6,400.00	\$ 230.00	\$ 4,600.00	\$ 200.00	\$ 4,000.00	\$ 550.00	\$ 11,000.00	\$ 623.25	\$ 12,465.00	\$ 225.00	\$ 4,500.00
4 Boulder Removal	30	C.V.	\$ 275.00	\$ 8,250.00	\$ 160.00	\$ 4,800.00	\$ 175.00	\$ 5,250.00	\$ 130.00	\$ 3,900.00	\$ 299.16	\$ 8,974.80	\$ 110.00	\$ 3,300.00
5 Backfill Compaction Testing	30	Each	\$ 250.00	\$ 7,500.00	\$ 180.00	\$ 5,400.00	\$ 125.00	\$ 3,750.00	\$ 300.00	\$ 9,000.00	\$ 240.40	\$ 7,212.00	\$ 400.00	\$ 12,000.00
6 Bypass Piping	1	L.S.	\$ 6,000.00	\$ 6,000.00	\$ 7,340.00	\$ 7,340.00	\$ 15,000.00	\$ 15,000.00	\$ 8,000.00	\$ 8,000.00	\$ 27,962.04	\$ 27,962.04	\$ 1,800.00	\$ 1,800.00
7 Pipe Burst Insertion Pits	1	L.S.	\$ 8,000.00	\$ 8,000.00	\$ 10,400.00	\$ 10,400.00	\$ 10,000.00	\$ 10,000.00	\$ 4,000.00	\$ 4,000.00	\$ 14,341.51	\$ 14,341.51	\$ 20,000.00	\$ 20,000.00
8 Pipe Burst - 8" PE	1	L.S.	\$ 65,000.00	\$ 65,000.00	\$ 63,560.00	\$ 63,560.00	\$ 65,000.00	\$ 65,000.00	\$ 46,000.00	\$ 46,000.00	\$ 56,972.43	\$ 56,972.43	\$ 71,000.00	\$ 71,000.00
9 8" Class 52 DI Pipe, Restrained	2,525	L.F.	\$ 115.00	\$ 290,375.00	\$ 105.00	\$ 265,125.00	\$ 127.50	\$ 321,937.50	\$ 150.00	\$ 378,750.00	\$ 140.94	\$ 355,873.50	\$ 110.00	\$ 277,750.00
10 8" RGV	3	Each	\$ 2,300.00	\$ 6,900.00	\$ 1,757.00	\$ 5,271.00	\$ 2,600.00	\$ 7,800.00	\$ 1,900.00	\$ 5,700.00	\$ 2,121.99	\$ 6,365.97	\$ 2,000.00	\$ 6,000.00
11 Pipe fittings	900	lb	\$ 5.00	\$ 4,500.00	\$ 8.70	\$ 7,830.00	\$ 13.00	\$ 11,700.00	\$ 13.00	\$ 11,700.00	\$ 6.34	\$ 5,706.00	\$ 16.00	\$ 14,400.00
12 FH Assembly	3	Each	\$ 5,000.00	\$ 15,000.00	\$ 6,037.00	\$ 18,111.00	\$ 8,350.00	\$ 25,050.00	\$ 6,800.00	\$ 20,400.00	\$ 8,489.22	\$ 25,467.66	\$ 8,000.00	\$ 24,000.00
13 Tracer Wire Station	2	Each	\$ 2,000.00	\$ 4,000.00	\$ 237.00	\$ 474.00	\$ 600.00	\$ 1,200.00	\$ 700.00	\$ 1,400.00	\$ 1,364.90	\$ 2,729.80	\$ 700.00	\$ 1,400.00
14 Blower Assembly - Type 1	4	Each	\$ 1,200.00	\$ 4,800.00	\$ 1,492.00	\$ 5,968.00	\$ 2,500.00	\$ 10,000.00	\$ 1,900.00	\$ 7,600.00	\$ 2,436.22	\$ 9,744.88	\$ 2,600.00	\$ 10,400.00
15 Connections	2	Each	\$ 5,000.00	\$ 10,000.00	\$ 3,150.00	\$ 6,300.00	\$ 4,500.00	\$ 9,000.00	\$ 8,000.00	\$ 16,000.00	\$ 4,485.87	\$ 8,971.74	\$ 5,200.00	\$ 10,400.00
16 1" Service - Long Side	18	Each	\$ 2,700.00	\$ 48,600.00	\$ 2,170.00	\$ 39,060.00	\$ 2,500.00	\$ 45,000.00	\$ 4,000.00	\$ 72,000.00	\$ 2,626.81	\$ 47,282.58	\$ 3,200.00	\$ 57,600.00
17 1" Service - Short Side	7	Each	\$ 2,400.00	\$ 16,800.00	\$ 1,560.00	\$ 10,920.00	\$ 1,750.00	\$ 12,250.00	\$ 3,500.00	\$ 24,500.00	\$ 2,243.12	\$ 15,701.84	\$ 2,800.00	\$ 19,600.00
18 Pressure Test & Disinfection	1	L.S.	\$ 9,000.00	\$ 9,000.00	\$ 7,000.00	\$ 7,000.00	\$ 10,000.00	\$ 10,000.00	\$ 9,000.00	\$ 9,000.00	\$ 6,010.11	\$ 6,010.11	\$ 10,000.00	\$ 10,000.00
19 Abandon Existing Facilities	1	L.S.	\$ 8,000.00	\$ 8,000.00	\$ 3,850.00	\$ 3,850.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 6,918.88	\$ 6,918.88	\$ 2,000.00	\$ 2,000.00
20 Trench Restoration - 8" HMC	6,300	SF	\$ 12.00	\$ 75,600.00	\$ 14.01	\$ 88,263.00	\$ 11.00	\$ 69,300.00	\$ 7.77	\$ 48,951.00	\$ 13.09	\$ 82,467.00	\$ 13.00	\$ 81,900.00
21 Asphalt Grind and Inlay - 2"	32,000	SF	\$ 2.20	\$ 70,400.00	\$ 2.64	\$ 84,480.00	\$ 2.00	\$ 64,000.00	\$ 2.66	\$ 85,120.00	\$ 3.64	\$ 116,480.00	\$ 3.00	\$ 96,000.00
22 Pavement Marking Restoration	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 11,730.00	\$ 11,730.00	\$ 15,000.00	\$ 15,000.00	\$ 28,000.00	\$ 28,000.00	\$ 12,020.22	\$ 12,020.22	\$ 8,000.00	\$ 8,000.00
23 Traffic Control	1	L.S.	\$ 20,000.00	\$ 20,000.00	\$ 29,200.00	\$ 29,200.00	\$ 50,000.00	\$ 50,000.00	\$ 42,000.00	\$ 42,000.00	\$ 77,295.94	\$ 77,295.94	\$ 84,000.00	\$ 84,000.00
24 Erosion Control	1	L.S.	\$ 4,000.00	\$ 4,000.00	\$ 5,600.00	\$ 5,600.00	\$ 10,000.00	\$ 10,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,317.63	\$ 2,317.63	\$ 5,819.00	\$ 5,819.00
25 Site Restoration	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 4,800.00	\$ 4,800.00	\$ 15,000.00	\$ 15,000.00	\$ 9,500.00	\$ 9,500.00	\$ 6,859.47	\$ 6,859.47	\$ 20,000.00	\$ 20,000.00
26 Extra Work as Authorized	1	L.S.	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
<b>TOTAL</b>				\$ 760,125.00		\$ 790,232.00		\$ 862,737.50		\$ 920,521.00		\$ 977,849.85		\$ 968,869.00

### AG-6 EXHIBIT C

#### Project Details

The Maplelane Rd. Waterline Project is a Clackamas River Water (CRW) Capital Improvement Project to replace existing waterline. This project consists of laying approximately 3,000 feet of 8-inch diameter ductile iron waterline; including connections to existing waterlines, services and other related facilities. Construction will be along Maplelane Rd. and within easement in Clackamas, OR.

**Construction Cost:** Approximately \$846,000

**Benefits:** This project will replace existing 1970's era 4-inch and 6-inch cast iron waterlines on the route which is beyond its useful service life with frequent leaks.

#### Construction Schedule and Impacts

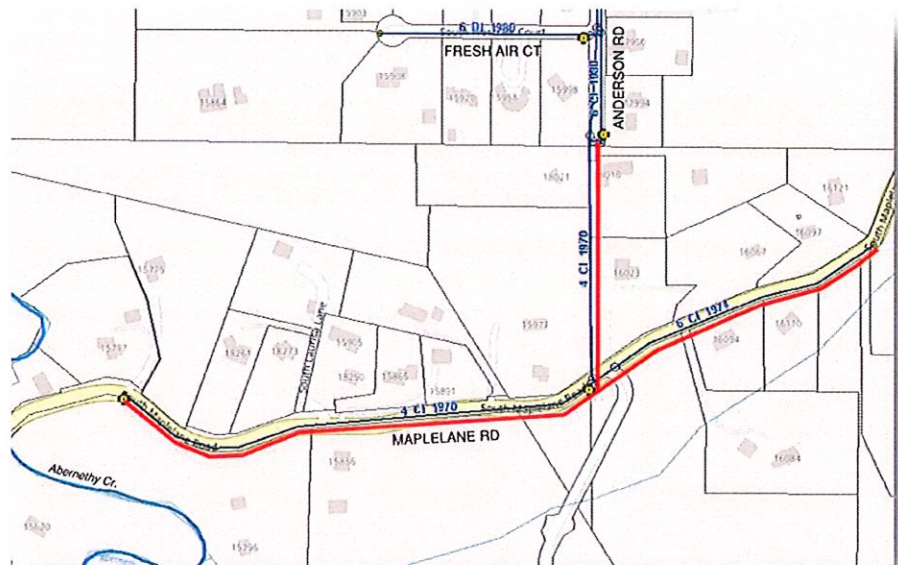
**Schedule:**

*Design: July 2021 – January 2022*

*Construction: February 2022 – July 2022*

**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, and 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:** Joseph D. Eskew PE, *Engineering Manager*; (503) 723-2565

16770 SE 82<sup>nd</sup> Drive, Clackamas, Oregon 97015 | 503-722-9220 | [www.crwater.com](http://www.crwater.com)  
Hours: Monday – Thursday 7:30 a.m. – 5:00 p.m., Friday 7:30 a.m. – 4:00 p.m.



**CLACKAMAS RIVER WATER**

**REGULAR BOARD MEETING**

**July 14, 2022**

**SUBJECT**                               **Consider Easement Approval:** Approval of the waterline easement for the Maplelane Rd Waterline Project.

<b>DRAFT MOTION</b>	Move that the Board approve the acquisition of a waterline easement to be provided by property owners William and Cathy Miller of 18010 S. Anderson Rd. and authorize the General Manager to sign the Easement document when landowner authorizing signatures are provided.
<b>EFFECTIVE DATE</b>	July 14, 2022

**PRINCIPAL STAFF PERSON**                       Joseph D. Eskew, Engineering Manager

**BOARD ACTION REQUESTED**                       The Board is requested to approve the permanent waterline easement.

**DOCUMENTS ATTACHED**                       Exhibit A – Letter to Property Owners  
Exhibit B – Draft Easement Documents  
Exhibit C – Location and Assessors Map

**Agenda Summary**

**BACKGROUND**                               The Maplelane Rd Waterline project was included in the adopted 2021-2023 Biennial CIP Budget. A portion of the project includes work at the end of Anderson Rd. and within an existing waterline easement in the vicinity. To accommodate the new waterline route from Anderson Rd right-of-way onto the existing easement, additional space is necessary.

The proposed easement will occupy an existing gravel surface driveway that is utilized by three homeowners. Permanent encumbrance of the easement property will be limited to underground piping. Construction disturbance will be restored and temporary.

**STAFF RECOMMENDATION**                       Approve the easement and proceed with the project.



**Clackamas River Water**

**AG-7  
EXHIBIT A**

William and Cathy Miller  
18010 S. Anderson Rd.  
Oregon City, OR 97045

May 6, 2022

**Subject: Request for Utility Easement**

Dear CRW Neighbor,

As you may be aware, Clackamas River Water (CRW) has an existing waterline within an easement between Anderson Rd. and Maplelane Rd. that provides water to the residents along Maplelane Rd. We are in the process of design and construction of a replacement of this waterline. To help facilitate this replacement project, CRW asks for your assistance in providing an easement on your driveway at the end of Anderson Rd. for pipelines and access for the construction project. The attached documents show the location and extent of the proposed easement.

CRW will bear all costs involved with the production of the easement document and the filing of the easement with the County Clerk. Prior to filing the easement, the easement document will need your agreement and signature with a notary. Draft easement documents are enclosed for your review.

If you are in agreement with this proposal we will coordinate a convenient time with you and our notary to meet for signatures at our office. Please let me know if you have any questions by contacting me directly at the email or phone number below. Thank you for your consideration and timely response to this request. We hope to begin construction this July.

Sincerely,

Joseph D. Eskew  
Engineering Manager  
Clackamas River Water  
[jeskew@crwater.com](mailto:jeskew@crwater.com)  
503-723-2565

Recording Certificate

Grantor's Name and Address:  
William B. and Cathy L Miller  
18010 S. Anderson Road  
Oregon City, OR 97045

Grantee's Name and Address:  
Clackamas River Water  
P.O. Box 2439  
Clackamas OR 97015

Until a change is requested,  
all tax statements should be sent to:  
(GRANTOR)

After Recording Return To:  
ENGINEERING DEPT.  
CLACKAMAS RIVER WATER  
P.O. BOX 2439  
CLACKAMAS OR 97015-2439

**CLACKAMAS RIVER WATER  
WATERLINE EASEMENT**

William B. and Cathy L Miller referred to as the "Grantor", conveys to CLACKAMAS RIVER WATER, a domestic water supply district and municipal corporation, the "Grantee" herein, a permanent easement and right of entry upon the following real property located in Clackamas County, Oregon:

Township: 3, Range: 2E, Section: 2BB; Tax Lot: 600, RNO: 838516; Parcel Fee No.: 76-36092; Clackamas County, State of Oregon.

Pursuant to ORS 93.030(2), the true and actual consideration for this easement and right of entry is \$0.00.

This easement and right of entry is for the purpose of permitting the Grantee to construct, maintain, repair, remove and replace underground water lines, mains and related facilities through, within and under the easement area ("Easement Area") described in Exhibit A and graphically shown on Exhibit B, both of which are attached to this easement, together with the right to excavate and refill ditches or trenches, to construct, maintain, repair, remove, replace, locate or connect to the lines or mains, and the further right to remove trees, bushes, undergrowth or other obstructions interfering with the construction, repair or replacement and operation of the lines or mains without compensation to the Grantor, other than the consideration paid for this Easement. In the event that Grantee damages said Grantor improvements, Grantee shall repair such damage and be responsible for and indemnify Grantor for any loss or damages.

This easement consists of a Permanent Easement of 500 square feet as described in Exhibits A and B, attached.

The following terms and conditions shall also apply to this easement:

1. All water lines and related facilities constructed within the Easement Area by Grantee shall be constructed at Grantee's expense and shall be constructed underground, at a depth sufficient to prevent freezing thereof. No above-ground structures, improvements, enclosures, markers, concrete pads, risers, poles, anchors, guy wires or other appurtenant fixtures or equipment shall be installed, except for valves, manholes, vaults, hydrants or other related appurtenances that are inherent in the design and proper installation of said water lines and related facilities. Grantee is solely responsible for determining the location of all utilities that may be affected by work performed by or on behalf of Grantee. Grantee shall provide all required notification to the applicable utility companies and shall take all steps necessary to prevent damage to or disruption of all utilities and utility service and other equipment and systems.
2. Except as otherwise provided, the easement granted in this Agreement shall be non-exclusive. Grantor shall have the right to use, and/or allow others to use, the Easement Area for any purpose that does not unreasonably interfere with the Grantee's use of the Easement Area as set forth herein. For all repair, maintenance or construction work that is performed within, and disturbs, the Easement Area, the acting party shall be responsible to restore the disturbed property to approximately its original condition, reasonable wear and tear excepted, upon completion of the work and shall be responsible for any damage caused as a result of the work by the acting party. In the event Grantor, or anyone acting with permission from or at the request of Grantee, installs other utilities or makes other improvements to the Easement Area, Grantor shall provide the Grantee with not less than ten (10) days written notice, except in the case of emergency, prior to commencing any installation or improvements. Further, the acting party shall also conduct its maintenance, repair and construction activities so as to minimize interference with the activities of the other party. Nothing herein shall prevent Grantor, at its own expense and with thirty (30) days written notice, except in the case of emergency, to the Grantee, from occupying, filling, landscaping (with the exception of trees), sloping and/or grading the Easement Area and installing other improvements thereon (with the exception of buildings and structures), or otherwise improving or using the area within or without the Easement Area, provided that nothing shall be constructed or placed upon the easement area which would materially impair access to the Easement Area or adversely impact the operation of Grantee's water lines or other infrastructure placed in the Easement Area pursuant to this Easement. In the event Grantor constructs or installs, or allows others to construct or install, any improvements in the Easement Area, the Grantor shall indemnify and hold the Grantee harmless from any and all damages to Grantee's installations in the Easement Area.
3. Grantee agrees, at its cost and expense, to keep the utility lines and all other equipment, systems and property of Grantee located within the Easement Area in good order, condition and repair.
4. Grantee shall provide Grantor with prior written notice before engaging in initial construction activities and, except in the case of emergency, at least *fifteen* (15) days prior written notice before engaging in any maintenance, repair and additional construction activities upon the Easement Area described herein.



5. The easement granted by this Agreement may be relocated within the Grantor's property at any time upon Grantor's request, provided that Grantor bears the cost of relocating the underground utility lines and any other associated improvements which must be moved in connection with such relocation. Such costs of relocating the utility lines shall include Grantee's engineering and legal costs associated with such relocation. At Grantor's request, and upon the relocation of such lines and other property at Grantor's expense, Grantee shall execute and deliver to Grantor an instrument in recordable form relocating the easement granted in this Agreement to the new Easement Area designated by Grantor and terminating the easement granted in this Agreement.
6. Grantee covenants to and does hereby agree to indemnify, hold harmless and defend the Grantor and his successors and assigns, from and against all claims and all costs, expenses and liabilities (including reasonable attorneys' fees) incurred in connection with all claims, including any action or proceedings brought thereon, arising from or as a result of the death of any person or persons, or any accident, personal injury, loss or damage whatsoever caused to any person or entity or to the property (including but not limited to personal property) of any person or entity as shall occur on or about the Easement Area as the result of the Grantee's exercise of the rights granted in this Agreement, or Grantee's failure to perform the obligations set forth in this Agreement. There shall be excluded from the foregoing indemnification the damages, costs and expenses to the extent that such damages, costs and expenses are caused by the negligence of Grantor, his agents, employees, representatives, or their successors and assigns.
7. This Easement is made subject to all matters currently of record, to the extent the same are valid and enforceable.
8. This Easement will terminate upon the earlier of (i) mutual agreement of the parties or (ii) abandonment by Grantee of the facilities located within the limits of the Easement for a period of at least one year or (iii) the dissolution of Grantee pursuant to ORS Chapter 264 if no successor operator of an installed facility has assumed the obligations of Grantee under this Agreement within 180 days of its receipt of written demand from Grantor. Termination under (ii) above will be deemed to have occurred automatically upon the sixtieth day after delivery of written notice of such abandonment and of the resulting termination of this Easement (the "Abandonment Notice") by the then owner of the Property to Grantee at the address set forth herein for Grantee (or at such other address for Grantee which is hereafter delivered by Grantee to said owner and to the Grantor at the address specified herein), unless Grantee delivers to said owner (at the address for said owner set forth in said Abandonment Notice), within sixty (60) days after delivery of the Abandonment Notice, written notice that the easement and facilities have not been abandoned. Any notices to be delivered hereunder will be served by certified mail, return receipt requested, postage prepaid and will be deemed delivered three (3) days after mailing as aforesaid at the notice addresses mentioned herein. Upon termination of this Easement as provided in this paragraph, Grantor shall be entitled to record a Memorandum of Termination of Easement in the Deed Records of Clackamas County evidencing and commemorating such termination based on the notarized statement of Grantor, or Grantor's successor in interest.

# DRAFT

9. This Easement shall benefit Grantor and Grantee and be enforceable against their respective heirs, successors and assigns unless and until terminated as provided hereinabove.
10. By executing this Agreement the undersigned persons represent and warrant to one another that they each have the authority to bind Grantor and Grantee to this agreement.
11. This Easement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature Grantor

\_\_\_\_\_  
Signature Grantor

\_\_\_\_\_  
Print using black ink or Type Name, Position,  
and/or Signing for

\_\_\_\_\_  
Print using black ink or Type Name, Position,  
and/or Signing for

### NOTARY OF GRANTOR(S):

STATE OF \_\_\_\_\_ }  
  } ss.  
COUNTY OF \_\_\_\_\_ }

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_ and \_\_\_\_\_.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

Notary Public - State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

[Easement Acceptance Appears on Next Page]

THE ABOVE EASEMENT IS ACCEPTED:

\_\_\_\_\_  
Todd Heidgerken, General Manager  
CLACKAMAS RIVER WATER

**NOTARY OF CLACKAMAS RIVER WATER:**

STATE OF OREGON            }  
  } S.S.  
COUNTY OF CLACKAMAS }

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_ by  
Todd Heidgerken, General Manager of Clackamas River Water.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

Notary Public - State of Oregon

My commission expires: \_\_\_\_\_

## EXHIBIT A

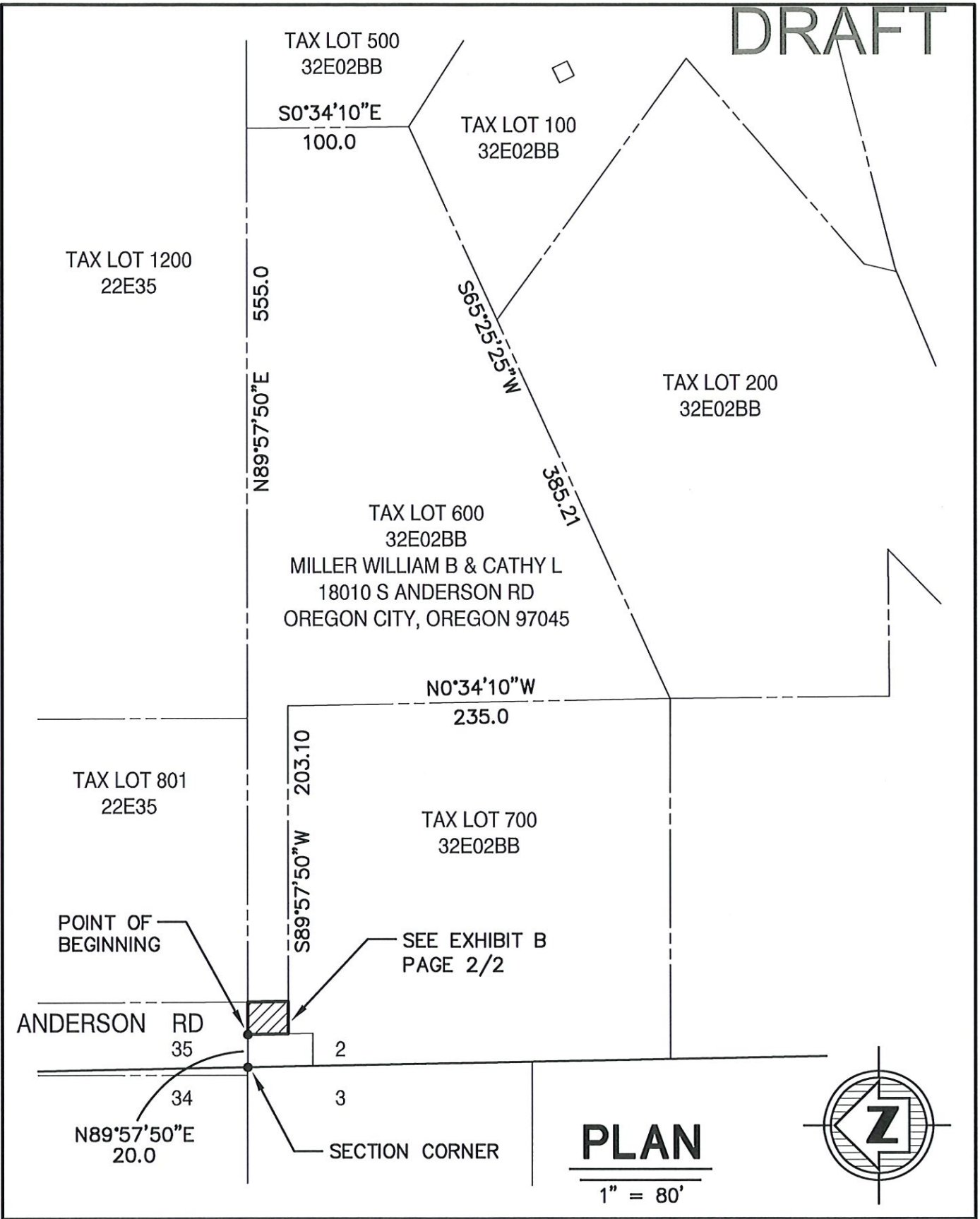
### Parcel 1 - Permanent Easement


A parcel of land situated in the NW ¼ of Section 2, Township 3 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, being a portion of that property described in Warranty Deed to William B. and Cathy L. Miller, recorded October 11, 1976 as Recorder's Fee No. 76-36092 of Clackamas County, Oregon, more particularly described as follows:

Beginning at a point on the north line of Government Lot 1 in said Section 2 from which the stone marking the Northwest corner of said Section 2 bears N 89° 57' 50" E , 20 feet;  
thence South S 0° 34' 10" E, 25 feet to the Northwest corner of that parcel conveyed to Richard D. Haugen and Denice N. Lopez-Haugen in Fee No. 91-36048 of Clackamas County, Oregon;  
thence East N 89° 57' 50" E 20 feet along the North line of said Haugen parcel to a point;  
thence N 0° 34' 10" W 25 feet, more or less, to a point on the North line of said Section 2;  
thence S 89° 57' 50" W 20 feet along the north line of said Section 2 to the point of beginning.

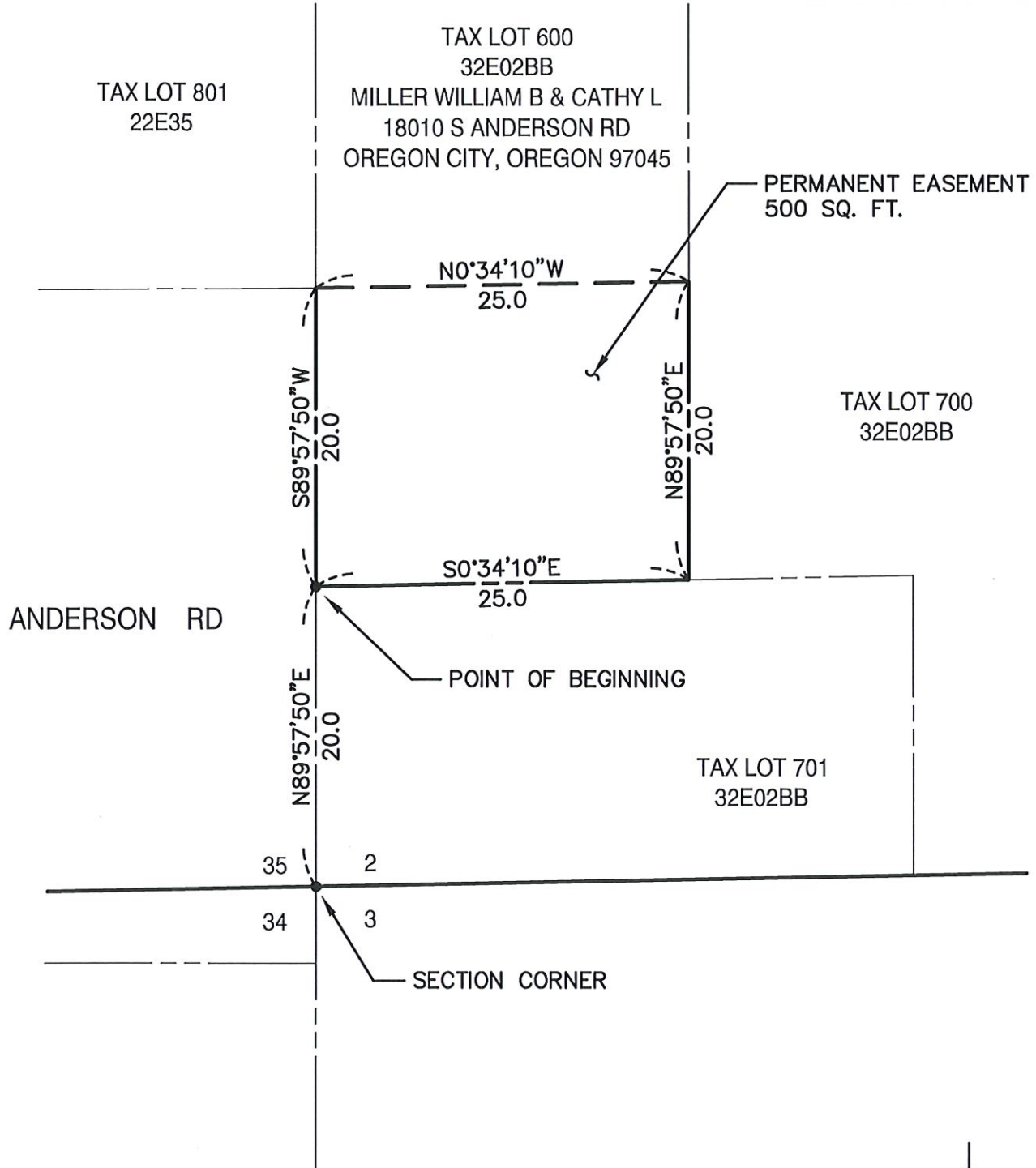
Contains 500 square feet, more or less.

DRAFT



 <p>Clackamas River Water</p>	NO	REVISION	EXHIBIT B		
			PERMANENT EASEMENT		
			SCALE: 1" = 20'	DATE: March 2022	1/2
			DRAWING: 5279_Maplelane Easement.dwg		

# DRAFT



## PLAN

1" = 10'

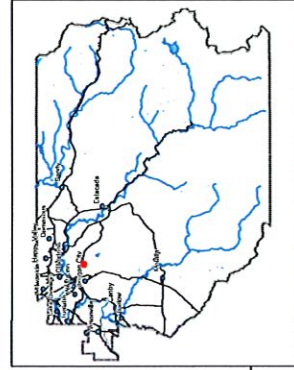


Clackamas River Water

NO	REVISION	EXHIBIT B	
		PERMANENT EASEMENT	
		SCALE: 1" = 20'	DATE: March 2022
		DRAWING: 5279_Maplelane Easement.dwg	2/2

Cancelled Taxlots  
1400

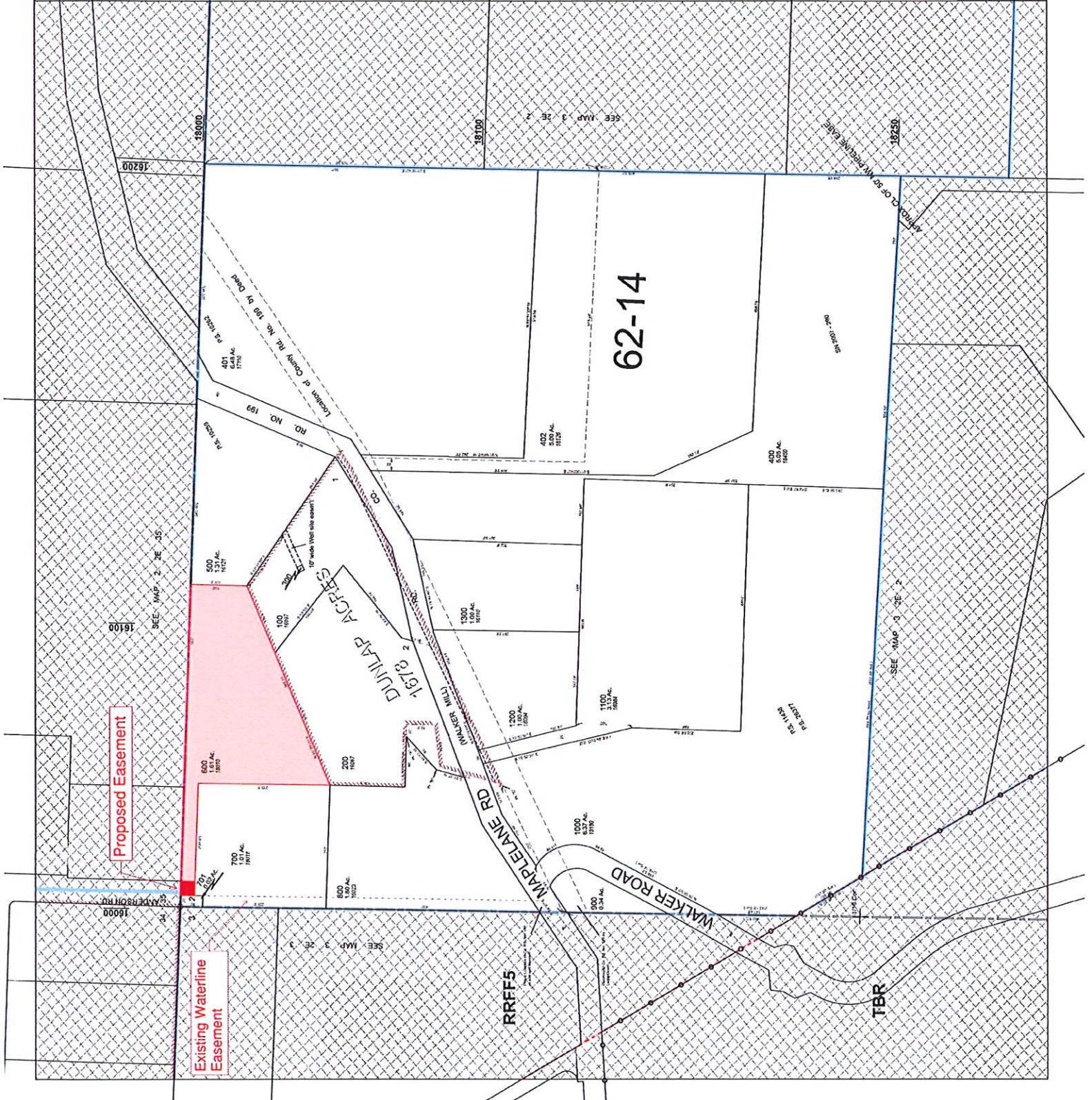
# AG-7 EXHIBIT C



THIS MAP IS FOR ASSESSMENT  
PURPOSES ONLY

9/09/2014

- Parcel Boundary
- Private Road ROW
- Historical Boundary
- Railroad Centrelines
- TaxCodeLines
- Map Index
- WaterLines
- Land Use Zoning
- PLSS
- Water
- Section Corner
- 1718th Line
- Govt Lot Line
- DLC Line
- Meander Line
- PLSS Section Line
- Historic Corridor 40'
- Historic Corridor 20'



# CLACKAMAS RIVER WATER

Agenda Item – 8

## REGULAR BOARD MEETING

**July 14, 2022**

**SUBJECT**

**Consider Approval of Intergovernmental Agreement (IGA) with Clackamas County:** Water System relocations during the SE Linwood Improvement Project.

**DRAFT MOTION**

Move to approve the IGA with Clackamas County for design services associated with Water System relocations during the SE Linwood Improvement Project.

**EFFECTIVE DATE**

July 14, 2022

**PRINCIPAL STAFF PERSON**

Joseph D. Eskew PE – Engineering Manager

**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 Linwood Ave. from Monroe St. to Johnson Creek Blvd.

This project has been anticipated and coordinated with County staff to incorporate water improvements into the project via an IGA. The water improvements are included in our BN 2021-23 budget.

The proposed IGA will allow the water system conflict relocations to be constructed by a single contractor, under the project timeline, 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 relocations to be included in the project contract documents. An amendment to this IGA will need to be completed after a contractor is selected by the County and construction costs for water system relocation are known.

**STAFF RECOMMENDATION**

Staff recommends approval and signature of the IGA as presented.



**Project Details**

The Linwood Improvements Project is a Clackamas River Water (CRW) Capital Improvement Project to replace and relocate water services and meters and fire hydrants during a Clackamas County road improvement project. This project consists of replacing approximately 40 domestic services with meters, 8 fire hydrants and other miscellaneous facilities. Construction will be along Linwood Rd. between Monroe St. and Johnson Creek Blvd. in Clackamas County, OR.

**Construction Cost:** Approximately \$328,000

**Benefits:** This project is necessary to relocate meters and replace service pipe along the roadway to be widened by Clackamas County. The existing water main is adequately sized but the existing service pipe is primarily galvanized steel. If the system improvements are not completed, the service pipe is at risk of leaking under the new roadway and the meters will be inconsistently located throughout the corridor.

**Construction Schedule and Impacts**

**Schedule:**

*Design: July 2021 – January 2022*

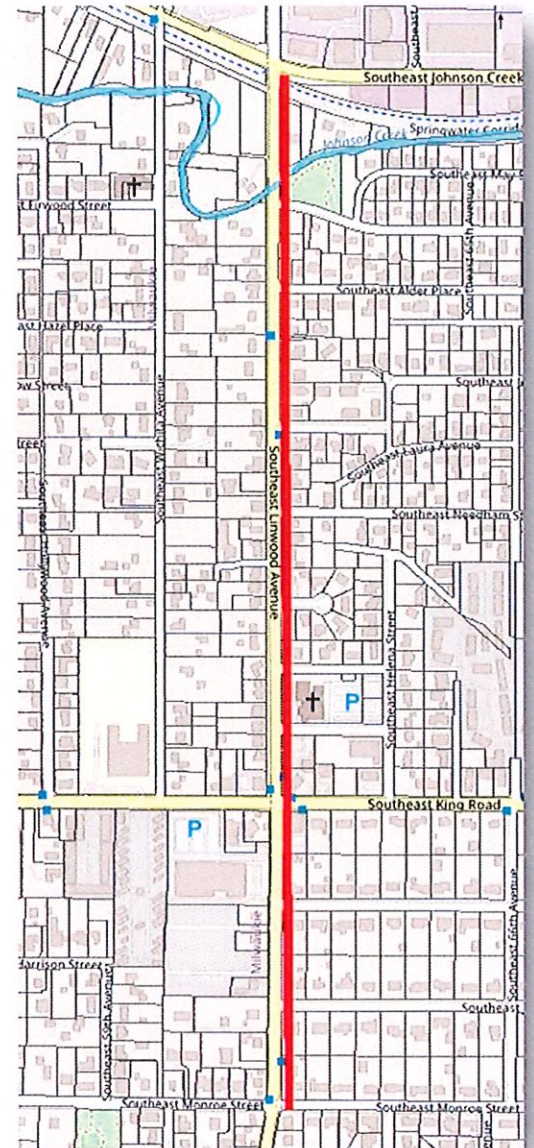
*Construction: January 2022 – September 2022 (in conjunction with Clackamas County Road Improvements)*

**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, and 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:** Joseph D. Eskew PE, *Engineering Manager*; (503) 723-2565

16770 SE 82<sup>nd</sup> Drive, Clackamas, Oregon 97015 | 503-722-9220 | [www.crwater.com](http://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 LINWOOD AVENUE 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 currently planning the SE Linwood Avenue Improvement Project, which is an extension of improvements being completed by the City of Milwaukie on SE Linwood Avenue and will redesign the SE Linwood Avenue corridor from SE Monroe Road to SE Johnson Creek Boulevard. The SE Linwood Avenue Improvement Project will complete missing sidewalk sections and bike lane connections by installing a multi-use path on either side of the street improving safety and connectivity for pedestrians, cyclists, and motorists. The Project also includes updates to existing stormwater facilities to improve stormwater management.
- C. As part of the Agency's SE Linwood Avenue Improvement Project, the Agency will undertake the CRW Water System Appurtenance Relocation Project (the "Project") that will include the work identified in **Exhibit A** to this Agreement, and which lies within the SE Linwood Avenue roadway in an area identified in **Exhibit B** to this Agreement (the "Project Area"). CRW is planning the Project to replace existing water services, fire hydrants and appurtenances within the Project Area as part of the Project.
- D. At the time this Agreement is executed, the Project will be limited to design and engineering work. The Parties will amend Exhibits A and C as necessary at a later date to include construction of the required water system upgrades as part of the Project.
- E. The Parties desire to provide the basis for a cooperative working relationship for the purpose of providing design and construction services as part of the Project.
- F. CRW and Agency have determined it is in the public interest to cooperate in the planning and execution of the Project.

## AGREEMENT

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

1. **Term.** This Agreement becomes effective as of the last 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, 2023, whichever is sooner.
  
2. **CRW's Obligations.**
  - a. **Scope of Work.** CRW agrees to the scope of work set out in Exhibit A. Before the Agency solicits bids for construction of the improvements contemplated by the Project, CRW will review the plans produced by Agency's consultant in connection with the Project and the procurement materials, and will identify any changes required to meet CRW's needs for the Project. If the parties agree to amend this Agreement as provided in Subsection 2(e) of this Agreement, 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 purposes of procuring construction services in connection therewith. If the Parties do not amend this Agreement as provided in Subsection 2(e), Agency's consultant will not perform Tasks 6 and 7 in Exhibit A and CRW will not be responsible for any expense associated with those tasks.
  
  - b. **Project Coordination.** CRW's liaison, identified below in Section 7 of this Agreement, shall coordinate design requirements, assist in developing bid items and quantities, and 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, currently Harper Houf Peterson Righellis, Inc. ("HHPR"), for purposes of fulfilling the purpose of this Agreement.
  
  - c. **Project Inspections and Testing.** CRW is responsible for costs associated with design review, field inspection and material testing related to the Project.
  
  - d. **Payment Obligations.** CRW will be responsible for all costs associated with the work identified in Exhibit A to this Agreement,

not to exceed the amount specified in **Exhibit C**. CRW further agrees:

- i. To reimburse the Agency for administrative costs the Agency incurs in the administration of the Project, not to exceed One Thousand Dollars (\$1,000.00).
  - ii. To pay Agency within 30 days of the receipt of the Agency's invoice to CRW.
- e. CRW agrees to amend this Agreement to allow the Agency to contract for the construction of the required water system upgrades as part of the Project based on the winning bid resulting from Agency's procurement process incorporating those design plans approved in writing by CRW. CRW may not unreasonably withhold its consent to amend this Agreement as provided in this subsection except where Agency and CRW mutually agree that the winning bid is unacceptable. For purposes of this Agreement. The Parties agree that bids that exceed the CRW engineer's estimate as shown in **Exhibit D** by 25% for the work associated with the Project would be deemed to be unacceptable unless CRW agrees to proceed with those bids.

**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 Project, Agency will obtain CRW's written certification of the plans produced by HHPR in connection with the Project and of the procurement materials, which approval shall not be withheld unreasonably.
- b. Management of the Project. The Agency will manage the 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 has hired HHPR to design the Project. CRW shall be responsible for those Project costs as set forth in **Exhibit C** to this Agreement.
- d. Invoice Obligations. Agency will invoice CRW within the first week following the last working day of each calendar month in which work is performed on CRW's behalf. With the exception of the administrative costs described in Section 2(d)(i), Agency shall not invoice CRW, and CRW shall not be liable for, amounts in excess of

that which is listed in Exhibit C, unless the Parties amend this Agreement by modifying the scope of work set out in Exhibit A.

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 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. Joseph D. Eskew or his designee will act as liaison for CRW for the Project.

**Contact Information:**

Joseph D. Eskew  
Clackamas River Water  
16770 SE 82nd Drive  
Clackamas OR 97015  
O: (503)723-2565, M: (503)747-8520  
jeskew@crwater.com

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

**Contact Information:**

Ken Itel  
Clackamas County Development Agency  
150 Beaver Creek Road  
Oregon City OR 97045  
(503) 742-4324  
KennethItel@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 it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.
- 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

#### **Design Scope of Work:**

Clackamas River Water District (CRW) desires to have HHPR, who is under contract with the Clackamas County Development Agency, provide Engineering Services as required to incorporate various CRW elements of work into the overall SE Linwood Avenue Improvement Project. Specific elements of CRW design work to be incorporated are detailed in Exhibit 1 (attached). The Scope of Services is as follows:

#### ***Task 1: Design Drawing Preparation***

Prepare design drawing modifications incorporating the water service and fire hydrant replacement locations, notes and details for review and approval by Clackamas River Water District. Project plan and profile sheets will be utilized to note and identify the water improvements.

The following additional sheets are anticipated:

- Up to two (2) detail sheets

#### ***Task 2: Design and Review Comments***

Preliminary design has been completed by CRW and provided to HHPR. HHPR will incorporate CRW's design into the existing project drawings and the new CRW sheets and provide a copy of modified sheets to CRW for review. CRW's review will be independent of any % complete review set, as we are currently approaching 100% completion. Upon receipt, CRW will provide review comments within 1 week to allow any required revisions to be incorporated into the final plans.

#### ***Task 3: Final Plan Submittal – Bid Document Preparation***

Prepare final construction drawings for bidding and construction. Submit final drawings to Clackamas River Water District for final review and approval. Make minor corrections as needed (issue changes as addenda if required).

#### ***Task 4: Prepare Project Specifications and Engineer's Estimates***

Prepare special provisions for the installation of the water improvements, and other construction elements of the project. Provide a bid schedule for the project, along with an engineer's estimate. Incorporate project specifications in the 2021 APWA/ODOT format for bidding with Clackamas County. Bid schedule shall include the elements in Exhibit 1.

**Task 5: Bidding Assistance**

HHPR will answer questions during the bidding process, and with assistance from CRW, provide written or verbal clarification of CRW water related bid items and/or plans as requested.

**Task 6: Inspection Services (Contingent on Amendment to Proceed with Construction)**

HHPR will provide general inspection services during installation of the water components, concurrent with other inspection tasks. Track quantities for payment. Provide daily inspection notes (provide copies to CRW on a weekly basis). It is assumed that the water improvements will require 4 weeks to complete, and that the inspector will be present 10% of this time. CRW will provide primary inspection of CRW work and will participate in final walkthrough and generation of punch list items. CRW will provide review of submittals and RFI's.

**Task 7: As-Built Drawings (Contingent on Amendment to Proceed with Construction)**

Complete as-built drawings of the 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). Provide digital Autocad and PDF files to CRW.

**CLA93 - SE Linwood Avenue Improvement Project**  
**Clackamas River Water Project Work**

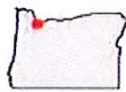
3/8/2022

Sheet	Description
5	0 each - Reconstruct Long Side Water Service 2 each - Reconstruct Short Side Water Service 0 each - Remove and Replace Valve Box 0 each - Remove and Replace Fire Hydrant
5.1	0 each - Reconstruct Long Side Water Service 0 each - Reconstruct Short Side Water Service 0 each - Remove and Replace Valve Box 0 each - Remove and Replace Fire Hydrant
5.2	0 each - Reconstruct Long Side Water Service 0 each - Reconstruct Short Side Water Service 0 each - Remove and Replace Valve Box 0 each - Remove and Replace Fire Hydrant
5.3	3 each - Reconstruct Long Side Water Service 1 each - Reconstruct Short Side Water Service 1 each - Remove and Replace Valve Box 0 each - Remove and Replace Fire Hydrant
5.4	3 each - Reconstruct Long Side Water Service 6 each - Reconstruct Short Side Water Service 1 each - Remove and Replace Valve Box 1 each - Remove and Replace Fire Hydrant
5.5	5 each - Reconstruct Long Side Water Service 6 each - Reconstruct Short Side Water Service 0 each - Remove and Replace Valve Box 1 each - Remove and Replace Fire Hydrant
5.6	2 each - Reconstruct Long Side Water Service 6 each - Reconstruct Short Side Water Service 1 each - Remove and Replace Valve Box 1 each - Remove and Replace Fire Hydrant 1 each - Construct PRV Assembly
5.7	2 each - Reconstruct Long Side Water Service 1 each - Reconstruct Short Side Water Service 1 each - Remove and Replace Valve Box 0 each - Remove and Replace Fire Hydrant
5.8	0 each - Reconstruct Long Side Water Service 0 each - Reconstruct Short Side Water Service 6 each - Remove and Replace Valve Box 1 each - Remove and Replace Fire Hydrant

**EXHIBIT B  
PROJECT AREA**



**LINWOOD AVENUE  
IMPROVEMENTS PROJECT  
CLACKAMAS COUNTY, OREGON**



Project Location



T1S, R2E;  
Sections 29 and 32  
Willamette Meridian  
USGS Topographic 7.5 Minute  
Gladstone, OR (2017) Quadrangle Map  
USGS Topoview (<https://ngmdb.usgs.gov/topoview>)

**Project Area  
(5.66 Acres)**

Figure 1 (RS, 1/6/2020)

**EXHIBIT C  
PROJECT ENGINEERING COST**

Harper Houf Peterson Righellis Inc. - Estimated Fee Roadway Design Services for Linwood Avenue- Clackamas County April 21, 2022	Harper Houf Peterson Righellis Inc.														TOTAL BY TASK		
	Principal/Project Manager	Project Engineer/Construction Manager	Assistant PM/Public Involvement	Civil Engineer/Structural Engineer	Senior Civil Designer	GC Engineer	Civil Designer/Inspector	Cad Technician	Environmental Scientist	Graphics	Landscape Architect	Project Surveyor	Survey Technician	Survey Crew Chief		Instrument Person	Clerical
<b>2022 STANDARD RATES</b>																	
<b>TASK 11: Clackamas River Water (CRW) Design Services</b>																	
11.A Preparation of Plans - Water Meter/Hydrant Relocations		2					4										\$ 1,020.00
11.B Design and Review Comments - Water Meter/Hydrant Relocations		4					24										\$ 4,440.00
11.C. Final Plan Submittal - Bid Document Preparation		2					4										\$ 1,020.00
11.D. Prepare Project Specifications and Engineer's Estimates	4	4					4										\$ 2,340.00
11.E. Bidding Assistance	2	2															\$ 870.00
11.F. Inspection Services	2	2					16										\$ 3,270.00
11.G. As-Built Drawings		2					16										\$ 2,820.00
	8	18	0	0	0	0	68	0	0	0	0	0	0	0	0	0	\$ 15,780.00
	\$ 225	\$ 210	\$ 180	\$ 175	\$ 170	\$ 225	\$ 150	\$ 125	\$ 133	\$ 150	\$ 150	\$ 180	\$ 140	\$ 150	\$ 65	\$ 110	

**EXHIBIT D  
ESTIMATED CONSTRUCTION COST**

Linwood Improvements  
Clackamas County

**ESTIMATED CONSTRUCTION COSTS**

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	Engineer	
					UNIT PRICE	TOTAL
<b>Part 1100 - Water Supply Systems</b>						
	01140	Install Long Side Water Service	EACH	15	\$ 3,500.00	\$ 52,500.00
	01140	Install Short Side Water Service	EACH	22	\$ 2,500.00	\$ 55,000.00
	01140	Remove, Replace and Relocate Fire Hydrant	EACH	4	\$ 6,000.00	\$ 24,000.00
	01140	Remove and Replace Valve Box	EACH	10	\$ 1,500.00	\$ 15,000.00
	01140	Install Pressure Reducing Valve Assembly	EACH	1	\$ 1,500.00	\$ 1,500.00
<b>Water Supply Systems Subtotal</b>						<b>\$ 148,000.00</b>

# CLACKAMAS RIVER WATER

## REGULAR BOARD MEETING

July 14, 2022

**SUBJECT** Consider Acknowledging Receipt of the Water Management and Conservation Plan

<b>DRAFT MOTION</b>	Move the Board acknowledge receipt of the Water Management and Conservation Plan
---------------------	--

<b>EFFECTIVE DATE</b>	July 14, 2022
-----------------------	---------------

**PRINCIPAL STAFF PERSON** Todd Heidgerken, General Manager

**BOARD ACTION REQUESTED** Acknowledge receipt of the Water Management and Conservation Plan

**DOCUMENTS ATTACHED** The final CRW Water Management and Conservation Plan as approved by the Oregon Water Resources Department can be viewed at:  
<https://bit.ly/3OArdXa>

### Agenda Summary

**BACKGROUND** CRW has a municipal groundwater water right permit (G-6728) for a well located near Abernathy Creek in the vicinity of Oregon City. As a condition of this water right permit, CRW was required to develop a Water Management and Conservation Plan (WMCP) to fulfill the requirements of Oregon Administrative Rules (OAR Chapter 690 Division 86). The WMCP is required to be updated after 10 years.

Back in 2021, CRW initiated the development of an updated WMCP. To assist with this project, CRW selected GSI Water Solutions (GSI) to develop an updated WMCP to help CRW manage its water resources efficiently and meet the requirement of the Oregon Administrative Rules.

A draft of the updated plan was shared with the CRW Board during the September 2021 work session. The draft plan was then shared with local governments and submitted to the Oregon Water Resources Department (WRD) for their review and approval.

The WRD reviewed and commented on the plan. Additional clarification was included in the plan at the WRD's request. We also corrected a water loss calculation in the original draft (demonstrated a decrease in our water loss percentage). The WRD completed final review and has issued its

“Final Order” approving the CRW WMCP. Staff is asking the Board to acknowledge the receipt of the final plan that can be accessed at the following link: <https://bit.ly/3OArdXa>

**STAFF  
RECOMMENDATION**

Acknowledge the receipt of the Final CRW Water Management and Conservation Plan



**CLACKAMAS RIVER WATER**

**REGULAR BOARD MEETING**

**July 14, 2022**

**SUBJECT** Consider Purchase of New Front End Loader

<b>DRAFT MOTION</b>	Move to approve the Purchase of one 2022 John Deere 344L Model Front End Loader for a Not-To-Exceed amount of \$164,187.90.
<b>EFFECTIVE DATE</b>	July 14, 2022

**PRINCIPAL STAFF PERSON** Adam Bjornstedt, Chief Engineer

**BOARD ACTION REQUESTED** Consideration and approval of the purchase of one 2022 John Deere 344L Model Front End Loader

**DOCUMENTS ATTACHED** None

**Agenda Summary**

**BACKGROUND** Purchase of a new front end loader (2022 John Deere 344L Model) will replace the prior loader, as well as the old backhoe which will be traded in with this purchase for a credit to the purchase price. Besides lacking modern safety features, the old loader was experiencing mechanical issues. The loader replacement was scheduled for FY 19-21, but the District chose to defer this purchase in favor of a budgeted new backhoe as a higher priority. In that transaction, the old loader was traded in to reduce the price of the new backhoe. The old backhoe was kept onsite instead of the old loader because it was deemed to be in better working order and would suffice in the short term to perform similar functions.

The new loader will increase efficiency and safety in loading crushed rock and other materials used for water system construction and maintenance activities, primarily at CRW’s 9100 Mangan operations areas. This equipment will have a tighter turning radius, back-up safety devices, on-board scale system to ensure accurate loading of dump trucks, and other key safety features. It will also be used for loading of spoils and recycled pavement, as well as loading pipe and other large materials where the terrain is too uneven for forklift or other equipment access.

This equipment is proposed to be acquired through one of CRW’s pre-existing intergovernmental purchasing agreements, which will ensure competitive pricing by leveraging the buying power established through a large group of participants.

This vehicle is included in CRW's FY21-23 biennial budget in the amount of \$155,000. The lowest quote meeting the requirements was approximately \$9,187.90 over this budget (including the credit for backhoe trade-in), a difference that can be absorbed using savings from other capital outlay purchases that were or are anticipated to be under budget. Board approval is requested since the amount will exceed the General Manager's approval authority.

**STAFF  
RECOMMENDATION**

Purchase one 2022 John Deere 344L Model Front End Loader

**CLACKAMAS RIVER WATER**

**REGULAR BOARD MEETING**

**July 14, 2022**

**SUBJECT** Consider Exemption to Rules and Regulations Requiring Frontage to Main for Water Service to Tax Lot 22E17AB02900, Adjacent to 16862 Gladjen Ave, Gladstone, Oregon

<b>DRAFT MOTION</b>	Move to approve a request for exemption to the requirement for frontage to main for water service, for the property at tax lot 22E17AB02900.
<b>EFFECTIVE DATE</b>	July 14, 2022

**PRINCIPAL STAFF PERSON** Adam Bjornstedt, Chief Engineer

**BOARD ACTION REQUESTED** Approve exemption request

- DOCUMENTS ATTACHED**
- Exhibit A: Property Map
  - Exhibit B: Request for Exemption (6/28/22)

**Agenda Summary**

**BACKGROUND** On June 28, 2022 the property owner requested that the property located at TL 22E17AB 02900 be granted an exemption to the frontage requirement to provide water service. Staff verified that this property is inside District boundaries.

Per CRW’s Rules and Regulations, Section 8, “. . .Water service will be provided only from pipes or mains located within public streets, alleys, or rights-of-way (ROW), or within easements furnished CRW, and to property or premises with frontage to such mains. So-called “spider connections” which would provide service from one street or road to property or premises abutting another street or road will not be permitted. . .”

**ANALYSIS** If approved, the CRW service would be installed in typical fashion within public ROW off of the existing main on SE 6<sup>th</sup> Avenue. The property owner’s private service line would then extend north within public ROW along SE Gladjen Avenue to the property. While providing service to this property requires an exemption to CRW’s Rules and Regulations, Staff has determined that providing service is feasible. Note that CRW service to this property is contingent on the County permitting private plumbing within the public ROW.

There is sufficient water supply to meet the needs of the potential customer and the existing customers in the area without degrading the current level of service. The Owner will be responsible for the following:

- Costs associated with new water service to the property including System Development Charges (SDC) and service installation costs, as applicable.
- Installation of a premise isolation backflow assembly, as applicable.

**STAFF  
RECOMMENDATION**

Staff recommends the Board approve the exemption request to provide water service to the property at tax lot 22E17AB02900.

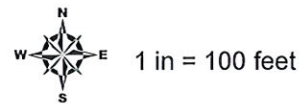
# EXHIBIT A

## Clackamas River Water - 22E17AB02900 (SE Gladjen Ave)



Date: April 29, 2022  
 Drawing Name: GIS-Development  
 Drawing Location: I:\Documentation\Facility Data  
 Drawing By: B.Johnson

MAP FOR REFERENCE PURPOSES ONLY  
 The information on this map is derived from Clackamas River Water's digital database. However, there may be map errors or omissions. Please contact Clackamas River Water directly to verify map information. Notification of any errors is appreciated.



**CLACKAMAS RIVER WATER**  
 GEOGRAPHIC INFORMATION SYSTEM

16770 SE 82nd Drive - Clackamas, Oregon  
 503-722-9220 - www.crwater.com

# EXHIBIT B

**From:** [Stan Shul](mailto:Stan.Shul)  
**To:** [abjornstedt@crwater.com](mailto:abjornstedt@crwater.com); [astele@crwater.com](mailto:astele@crwater.com)  
**Cc:** [cshulikoy@yahoo.com](mailto:cshulikoy@yahoo.com)  
**Subject:** Tax Lot 22E17AB02900 water  
**Date:** Tuesday, June 28, 2022 12:50:30 PM

---

Adam Bjornstedt  
Chief Engineer  
Clackamas River Water  
16770 SE 82nd Dr.  
Clackamas, OR 97015

Mr. Bjornstedt

An exemption of Section 8, New Water Services and Meters, of the Rules and Regulations of Clackamas River Water is requested for Tax Lot 22E17AB02900.

Tax Lot 22E17AB02900 is an undeveloped lot on Gladjen Ave that does not meet the requirements under Section 8 for New Water Services and Meters as it does not have frontage to a CRW main. The two closest water mains to this property are approximately 175' to the South on SE 6th Ave. and 255' to the North on SE Strawberry Ln. There are no current or future development plans for Gladjen Ave that may include a water main extension as part of the development.

16862 SE Gladjen Ave, the property directly North of Tax Lot 22E17AB02900, also lacks frontage to a CRW main. The CRW water service to this property is from a meter located at SE Strawberry Ln, with a private water lateral running approximately 130' in the SE Gladjen Ave public ROW to provide service to the property.

This letter is a request for an exemption of Section 8, New Water Services and Meters, for Tax Lot 22E17AB02900. With an approval a CRW water meter would be located at the end of the 6" DI main on SE 6th Ave, with a private water lateral running North in the SE Gladjen ROW to serve Tax Lot 22E17AB02900.

Thank you for your time, help and consideration.

# CLACKAMAS RIVER WATER

Agenda Item –  
CA-1

## REGULAR BOARD MEETING

July 14, 2022

**SUBJECT** Gross Payroll and Accounts Paid

**DRAFT MOTION** Move to approve the consent agenda items as presented

**EFFECTIVE DATE** July 14, 2022

**PRINCIPAL STAFF PERSON** Jason Kirkpatrick, Chief Financial Officer

**BOARD ACTION REQUESTED** Acknowledge receipt of information as part of the approval of the consent agenda.

**DOCUMENTS ATTACHED**

- 1) Earnings Statements for June 2022, Payrolls – 2 payrolls - \$258,654.97
- 2) Monthly Check History for June 2022 - \$627,086.87 (net)

# Earnings Statement

	First No.	Last No.	Total
Checks:	ADPCHECK	ADPCHECK	0000000001
Vouchers:	00000220001	00000220040	00000000013

SEAT 312 TOTAL DOCUMENT  
 CLACKAMAS RIVER WATE  
 LOCATION 0001

## CHECK STUFFING, RECONCILIATION

128737.77 GROSS  
 79612.78 NET PAY (INCLUDING ALL DEPOSITS)  
 12407.24 FEDERAL TAX  
 7775.27 SOCIAL SECURITY  
 1818.42 MEDICARE  
 .00 MEDICARE SURTAX  
 .00 SUI/DI/FLI/MLI TAX  
 7692.33 STATE TAX  
 .00 LOCAL TAX  
 98795.83 DEDUCTIONS  
 248.68 NET CHECK

**SEAT COMPANY CODE 312  
 CLACKAMAS RIVER WATE  
 TOTAL DOCUMENT  
 LOCATION 0001**

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TEAR HERE

VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

VOID VOID VOID

NON-NEGOTIABLE - VOID - NON-NEGOTIABLE  
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 NON-NEGOTIABLE - VOID - NON-NEGOTIABLE



WEEK 24 BATCH 2604 42 PAYS

0 Employees With Overflow Statement

000337 000352 SEQ 000352

0 Overflow Statement 1 Total Statement

# Earnings Statement

	First No.	Last No.	Total
Checks:	ADPCHECK	ADPCHECK	0000000000
Vouchers:	0000024001	0000024002	0000000014

SEAT 312 TOTAL DOCUMENT  
CLACKAMAS RIVER WATE  
LOCATION 0001

## CHECK STUFFING, RECONCILIATION

129917.20 GROSS  
 79693.68 NET PAY (INCLUDING ALL DEPOSITS)  
 12309.55 FEDERAL TAX  
 7848.40 SOCIAL SECURITY  
 1835.49 MEDICARE  
 .00 MEDICARE SURTAX  
 .00 SUI/DI/FLI/MLI TAX  
 7701.63 STATE TAX  
 .00 LOCAL TAX  
 100222.13 DEDUCTIONS  
 .00 NET CHECK

**SEAT COMPANY CODE 312  
CLACKAMAS RIVER WATE  
TOTAL DOCUMENT  
LOCATION 0001**

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TEAR HERE

VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

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**NON-NEGOTIABLE - VOID - NON-NEGOTIABLE**

**Monthly Check History Listing**  
 Clackamas River Water  
 6/1/2022 to 6/30/2022

apCkHist  
 07/05/2022 2:55PM

Bank code: apbank		Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
6089	06/03/2022	01639	BENEFIT HELP SOLUTIONS		PRETAX BENEFIT TRANSACTION	05/24/2022	25.00	25.00
6090	06/03/2022	01639	BENEFIT HELP SOLUTIONS		PRETAX BENEFIT TRANSACTION	05/25/2022	1,061.70	1,061.70
6091	06/03/2022	01639	BENEFIT HELP SOLUTIONS		PRETAX BENEFIT TRANSACTION	05/26/2022	132.00	132.00
6092	06/03/2022	01639	BENEFIT HELP SOLUTIONS		PRETAX BENEFIT TRANSACTION	05/27/2022	10.00	10.00
6093	06/09/2022	00095	ING		VOLUNTARY PAYROLL DEDUCTION: DEFER COMP	PR 06/03/2022	4,901.26	4,901.26
6094	06/09/2022	01639	BENEFIT HELP SOLUTIONS		PRETAX BENEFIT TRANSACTION	06/01/2022	285.00	285.00
6095	06/09/2022	01639	BENEFIT HELP SOLUTIONS		PRETAX BENEFIT TRANSACTION	06/02/2022	570.50	570.50
6096	06/09/2022	00336	CITISTREET - STATE OF OREGON		VOLUNTARY PAYROLL DEDUCTION: DEFER COMP	PR 06/03/2022	1,785.88	1,785.88
6097	06/09/2022	01959	US BANK		MERCHANT BILLING - MAY 2022	MAY 2022	938.46	938.46
6098	06/16/2022	01959	US BANK		ROBERT HALF INTL	05/25/22 PAYABLEa	2,350.00	
					ROBERT HALF INTL	05/25/22 PAYABLEg	2,350.00	
					TST* REVERENDS BBQ	05/25/22 HOLZGANGb	1,154.19	
					HOMEDEPOT.COM	05/25/22 BJORNSTEDTh	899.00	
					HD FOWLER WILSONVILLE	05/25/22 RAYs	737.29	
					HOTEL MURANO	05/25/22 BJORNSTEDTb	690.75	
					HOTEL MURANO	05/25/22 BJORNSTEDTc	690.75	
					WIN-911	05/25/22 PRESTWOODa	680.00	
					HOTEL MURANO	05/25/22 BJORNSTEDTd	617.94	
					HOTEL MURANO	05/25/22 BJORNSTEDTe	617.94	
					HOTEL MURANO	05/25/22 BJORNSTEDTf	617.94	
					AMZN MKTP US*1Q4XJ8WT2	05/25/22 TRIPLETb	534.24	
					NW NATURAL 8004224012	05/25/22 PAYABLEI	479.30	
					MONARCH MOTOR HOTEL #1	05/25/22 HOLZGANGj	457.95	
					USA BLUE BOOK	05/25/22 PRESTWOODd	426.53	
					METTLER TOLEDO	05/25/22 TRIPLETa	330.60	
					DIALOGTECHINC	05/25/22 KEOBOUNNAMd	323.68	
					NORTHSIDE FORD TRUCKS	05/25/22 SLEIGHTj	308.66	
					PB LEASING	05/25/22 PAYABLEf	306.36	
					HACH COMPANY	05/25/22 CUMMINGSF	301.10	
					DR*LOGITECH STORE	05/25/22 PRESTWOODb	249.96	

Monthly Check History Listing

Clackamas River Water  
6/1/2022 to 6/30/2022

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
			CLACKAMAS COUNTY WATER EN	05/25/22 PAYABLEb	226.90	
			HARBOR FREIGHT TOOLS 477	05/25/22 RAYp	219.96	
			ROGERS MACHINERY PORTLAND	05/25/22 RAYk	207.27	
			CLACKAMAS COUNTY WATER EN	05/25/22 PAYABLEc	162.75	
			DEQ YDO FEES	05/25/22 SLEIGHTh	150.00	
			WPY**NW OR SUBSECTION AWWA	05/25/22 SLEIGHTa	150.00	
			BMI	05/25/22 SLEIGHTb	145.00	
			BMI	05/25/22 SLEIGHTc	145.00	
			BMI	05/25/22 SLEIGHTd	145.00	
			BMI	05/25/22 SLEIGHTE	145.00	
			BMI	05/25/22 SLEIGHTf	145.00	
			AIA CORPORATION	05/25/22 HOLZGANGm	140.20	
			SQ *BOB'S RED MILL STORE	05/25/22 HOLZGANGh	139.25	
			SQ *BOB'S RED MILL STORE	05/25/22 HOLZGANGi	138.75	
			ROGERS MACHINERY PORTLAND	05/25/22 RAYm	133.69	
			CLACKAMAS COUNTY WATER EN	05/25/22 PAYABLEd	131.75	
			AMAZON.COM*136N20K20 AMZN	05/25/22 KEBOUNNAME	128.60	
			TST* HARMON PACIF	05/25/22 BJORNSTEDTa	126.39	
			AMAZON.COM*139PJ6S02	05/25/22 PRESTWOODc	109.10	
			MONARCH MOTOR HOTEL #1	05/25/22 HOLZGANGk	102.50	
			DNH*GODADDY.COM	05/25/22 KEBOUNNAMEc	99.99	
			HIRINGTHING INC	05/25/22 CAMPBELL	99.00	
			AMZN MKTP US*1R7ZM0JS2 AM	05/25/22 PRESTWOODe	98.97	
			BATTERIES PLUS #0213	05/25/22 RAYc	97.96	
			BUGATTI'S OREGON CITY	05/25/22 HEIDGERKEN	97.20	
			NW NATURAL 8004224012	05/25/22 PAYABLEj	92.70	
			PORTLAND NURSERY	05/25/22 TRIPLETTd	87.92	
			STICKER MULE	05/25/22 MCGINNISd	86.00	
			AMAZON.COM*137DY8982 AMZN	05/25/22 RAYj	78.99	
			THE HOME DEPOT #4017	05/25/22 RAYb	77.91	
			AMAZON.COM*1347U6211	05/25/22 RAYe	69.34	
			AMZN MKTP US*1Q0NF02K1	05/25/22 KEBOUNNAMEa	57.98	
			AMZN MKTP US*1Q78U7862	05/25/22 PAYABLEe	56.16	
			JSE LABS	05/25/22 MCGINNISE	55.00	
			ADOBE *800-833-6687	05/25/22 KEBOUNNAMEg	54.99	
			COSTCO WHSE #0097	05/25/22 RAYd	53.97	
			ASTORIA PACIFIC INC	05/25/22 TRIPLETTc	52.50	
			WPY**NW OR SUBSECTION AWWA	05/25/22 SLEIGHTI	50.00	

Monthly Check History Listing

Clackamas River Water  
6/1/2022 to 6/30/2022

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
			AMZN MKTP US*1L30M9K1P1	05/25/22 CUMMINGsb	49.89	
			KUDOBOARD	05/25/22 HOLZGANGd	46.70	
			DR*LOGITECH STORE	05/25/22 PRESTWOODf	39.99	
			BDI USA	05/25/22 RAYa	39.25	
			THE HOME DEPOT #4017	05/25/22 RAYi	37.24	
			NW NATURAL 8004224012	05/25/22 PAYABLEh	36.07	
			CARVER HANGAR NETWORKING MEETING	05/25/22 BJORNSTEDTg	36.00	
			AMZN MKTP US*1R2BQ0RU1	05/25/22 RAYq	36.00	
			NEW SEASONS MARKET	05/25/22 HOLZGANGg	35.39	
			A/A CORPORATION	05/25/22 HOLZGANGc	35.10	
			CLEANFEED	05/25/22 MCGINNISa	34.00	
			AMAZON.COM*131GM7292	05/25/22 RAYi	32.90	
			VISTAPRINT	05/25/22 MCGINNISc	25.49	
			AMZN MKTP US*1R0DJ7101	05/25/22 KEOBOUNNAMf	25.48	
			AMZN MKTP US*1L2JX1V00	05/25/22 MCGINNISf	20.75	
			COASTAL FARM & RANCH OC	05/25/22 RAYi	19.99	
			THE HOME DEPOT #4004	05/25/22 RAYf	18.58	
			MILLER PAINT CLAC 190	05/25/22 CUMMINGSa	18.30	
			NW NATURAL 8004224012	05/25/22 PAYABLEm	17.75	
			AMZN MKTP US*1L6XU25M0	05/25/22 CUMMINGSe	16.93	
			SQ *PRIMO ESPRESSO	05/25/22 HOLZGANGe	16.80	
			SQ *PRIMO ESPRESSO	05/25/22 HOLZGANGf	16.80	
			AMZN MKTP US*1L8QJ2781	05/25/22 CUMMINGSc	16.77	
			AMAZON PRIME*1361X64E1	05/25/22 VOYLES	14.99	
			FRED-MEYER #0063	05/25/22 RAYr	12.98	
			THE HOME DEPOT #4017	05/25/22 RAYo	12.95	
			BUZZSPROUT.COM PODCAST	05/25/22 MCGINNISb	12.00	
			THE HOME DEPOT #4017	05/25/22 RAYg	7.50	
			THE HOME DEPOT #4017	05/25/22 RAYh	6.47	
			AMZN MKTP US*1O0O502L2	05/25/22 KEOBOUNNAMb	6.20	
			FRED-MEYER #0063	05/25/22 HOLZGANGI	5.99	
			MILLER PAINT CLAC 190	05/25/22 RAYn	4.20	
			DEQ YDO SERVICE FEE	05/25/22 SLEIGHTg	3.45	
			FRED-MEYER #0393	05/25/22 HOLZGANGa	2.99	
			AMZN MKTP US	05/25/22 CUMMINGSD	-16.77	20,207.79
6099	06/16/2022	04272 GLOBAL PAYMENTS INTEGRATED	CREDIT CARD MERCHANT STATEMENT - MAY 202	MAY 2022	309.23	309.23
6100	06/16/2022	00029 OREGON PERS	PERS PMT 1497500	05/21-06/05/2022	35,262.26	35,262.26

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6101	06/22/2022	01639 BENEFIT HELP SOLUTIONS	PRETAX BENEFIT TRANSACTION	06/16/2022	75.00	75.00
6102	06/22/2022	00095 ING	VOLUNTARY PAYROLL DEDUCTION: DEFER COMP	PR 06/17/2022	4,881.01	4,881.01
6103	06/22/2022	00336 CITISTREET - STATE OF OREGON	VOLUNTARY PAYROLL DEDUCTION: DEFER COMP	PR 06/017/2022	2,784.08	2,784.08
6104	06/30/2022	04390 OMEGA PROCESSING	MAY 2022 PAYMENT PROCESSING (MERCHANT #7	MAY 2022	1,191.03	1,191.03
93646	06/03/2022	00573 ABC ROOFING INC.	ADMIN ROOF LEAK REPAIR	S94004913	811.50	811.50
93647	06/03/2022	02663 ACCENT SIGNS, LLC	BADGE PHOTO	22-5-131	12.37	12.37
93648	06/03/2022	00285 ARAMARK UNIFORM SERVICES INC	ACC. #934649000 - BUILDING MAINT. SUPPLI	5291014331	80.02	155.77
93649	06/03/2022	04181 BADGER DAYLIGHTING CORP.	ACC. #934649000 - BUILDING MAINT. SUPPLI	5291009417	75.75	2,019.10
93650	06/03/2022	03525 BIO-MED TESTING SERVICES INC	SERVICE INSTALL	2355796	2,019.10	78.00
93651	06/03/2022	04385 BRANDT HOSPITALITY GROUP	RANDOM DRUG TEST & MVR	91288	78.00	1,370.00
93652	06/03/2022	01546 CASCADE COLUMBIA DIST CO INC	Refund receipt #: 004173	Ref000190464	1,370.00	641.80
93653	06/03/2022	00164 CENTURLINK	SODIUM HYPOCHLORITE	836180	641.80	87.35
93654	06/03/2022	00188 CLARK'S LAWN & GARDEN EQ., LLC	ACC# 503-723-6700 962B - PHONE SERVICES	May 16 - June 16	87.35	65.99
93655	06/03/2022	04382 CLEARLY AMAZING	CHAIN SAW	5881	65.99	3,890.00
93656	06/03/2022	03218 DIRECT TRANSPORT INC	SOFT WASHING	165154	3,890.00	45.83
93657	06/03/2022	02965 FCS GROUP	DELIVERY BOARD MEETING PACKETS	286368	45.83	3,035.00
93658	06/03/2022	00073 FIRST RESPONSE INC.	3479 WHOLESALE WATER RATES	3479-22203118	3,035.00	2,220.00
93659	06/03/2022	04379 GLOBAL MAINTENANCE & PAINTING	3582 RETAIL WATER MODEL CALCULATION	3582-22205028	2,220.00	3,428.00
			MONTHLY MONITORING PATROL APRIL 2022	23229	3,428.00	383.22
			MONTHLY MONITORING PATROL MAY 2022	25570	3,428.00	112.28
			REPLACEMENT BATTERIES	26188	112.28	105.00
			REPLACEMENT BATTERIES	26366	105.00	5,150.00
			REPLACEMENT BATTERIES	26774	105.00	2,800.00
			PAINTING OF WTP WING WALL	2094	5,150.00	7,950.00
			PAINTING OF WTP	2097	2,800.00	

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93660	06/03/2022	00167 GRAINGER INC	THERMSTAT	9284270213	96.85	
			TRUCK WASH	9307667965	80.74	
			EYE WASH STATION PARTS	9302675161	51.35	
			3 CALCULATORS	9324021469	48.36	
			EYE WASH STATION PARTS	9280018665	25.39	302.69
93661	06/03/2022	03240 GARY RUDNIK P HARRANG LONG	LEGAL SERVICES - MAY 2022	97773	4,244.33	4,244.33
93662	06/03/2022	04387 K&L INDUSTRIES	Refund receipt #: 004072	Ref000190467	1,200.00	1,200.00
93663	06/03/2022	03759 KENNEDY/JENKS CONSULTANTS INC	ATHENS DR. GEOTECHNICAL INVESTIGATION	155156	3,083.78	3,083.78
93664	06/03/2022	02487 LLC LINESCAPE DIRECTIONAL BORING	DIRECTIONAL BORING	57817	550.00	550.00
93665	06/03/2022	04242 NORTHWEST MECHANICAL GROUP LLC	MAY HVAC SERVICES	26685	410.00	410.00
93666	06/03/2022	00306 OFFICE DEPOT INC	ACCT#90261180 - ID#388683228 - OFFICE SUP	245814924001	97.89	97.89
93667	06/03/2022	00373 OREGON AFSCME	UNION DUES	PR 05/27/2022	924.34	924.34
93668	06/03/2022	03815 PETROCARD INC	15-100 WATER QUALITY, 2400, 2500 EQUIPME	C915259	2,008.50	
			15-100 WATER QUALITY, 2300 & 2500 EQUIPME	C904540	1,338.83	3,347.33
93669	06/03/2022	04255 PUMPTECH LLC	CIU 900 GSM	0181054-IN	503.30	503.30
93670	06/03/2022	03548 RIVER CITY ENVIRONMENTAL INC	22-0031 INSTALL CITADEL ST	722942	1,207.20	
			2214-0256 FORSYTHE RD LEAK	724384	1,100.00	
			2204-0232 HYDRANT ABANDONMENT	812379	1,070.00	
			FORSYTHE RD LEAK	722943	720.00	4,097.20
93671	06/03/2022	00459 SAME DAY AUTO SERVICE INC	SERVICE- F150 OIL CHANGE 20-200	186160	61.49	61.49
93672	06/03/2022	00339 SEPTIC TECHNOLOGIES INC	SEMI ANNUAL INSPECTION FEE - RIVERSIDE S	15909	187.50	187.50
93673	06/03/2022	03701 SHRED NORTHWEST LLC	ADMIN SHREDDING SERVICE	2945052622	90.00	
			SYSOPS SHREDDING SERVICE	14568052622	90.00	180.00
93674	06/03/2022	02837 TAURUS POWER & CONTROLS INC	LABOR & ENGINEERING SERVICES FOR HIGH LI	10533	4,240.00	4,240.00
93675	06/03/2022	04058 TRENCH LINE EXCAVATION INC	ATHENS DRIVE WATERLINE CONSTRUCTION	2203B	147,548.10	147,548.10
93676	06/03/2022	04090 TRENCH LINE EXCAVATION, INC.	Refund receipt #: 004187	Ref000190465	1,400.00	
			Refund receipt #: 004393	Ref000190466	1,400.00	2,800.00

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93877	06/03/2022	00168 WICHITA FEED & HARDWARE	CHANNEL LOCKS	5552	45.90	
			WHEEL CHUCKS	5551	29.98	
			NUTS FOR 1-3/8 BOLTS	5553	15.45	91.33
93878	06/09/2022	04181 BADGER DAYLIGHTING CORP.	PLUG 18 INCH MAIN	2357809	1,949.00	1,949.00
93879	06/09/2022	04307 BEND MAILING SERVICES, LLC	JUNE PROCESSING & POSTAGE	77656	7,944.78	7,944.78
93880	06/09/2022	03777 CAROLLO ENGINEERS INC	WTP MASTER PLAN PROGRESS PAYMENT - MAY 2	FB233509	1,185.75	1,185.75
93881	06/09/2022	00227 CLACKAMAS GARBAGE CO INC	ACC. #04370 - TRASH REMOVAL SERVICE - MA	MAY 2022	367.96	367.96
93882	06/09/2022	03597 CLOUD RECORDS MANAGEMENT	ORMS-0153 / MONTHLY USER FEE PER USER OR	210876	370.20	370.20
93883	06/09/2022	00519 COLONIAL LIFE	JUNE 2022, VOLUNTARY PAYROLL DEDUCTION,	77938620605774	276.80	276.80
93884	06/09/2022	02774 COMPASS LAND SURVEYORS, INC.	TASK ORDER 4: EASEMENT MANAGEMENT CASON	42218	7,885.00	7,885.00
93885	06/09/2022	00017 CORE & MAIN LP	NEPTUNE METER READIN SOFTWARE UPGRADE AN	P822818	2,128.00	2,128.00
93886	06/09/2022	02856 CRYSTAL GREENS LANDSCAPING	LANDSCAPING MAINTENANCE - MAY	B20353	4,910.00	4,910.00
93887	06/09/2022	01844 FERGUSON ENTERPRISES INC	1 12X36 REPAIR BAND	1081816	1,787.10	1,787.10
93888	06/09/2022	00167 GRAINGER INC	6 GASKETS	9286534541	22.68	22.68
93889	06/09/2022	01541 HARRIS WORKSYSTEMS	ERGONOMIC WORKSTATION TOOLS	21-4881	1,290.26	1,290.26
93890	06/09/2022	01609 JIM SMITH EXCAVATING INC.	DEBRIS DUMPING	22-040	425.00	425.00
93891	06/09/2022	02284 K & D SERVICES OF OREGON INC	NORMAN RD INSTALL, LELAND LEAK REPAIR, A	BILL018386	4,747.01	4,747.01
93892	06/09/2022	03289 LANE COUNCIL OF GOVERNMENTS	CUSTOMER #20876 - LGPS MEMBERSHIP DUES 2	FY23DUES105	1,143.00	1,143.00
93893	06/09/2022	00138 MILWAUKIE, CITY OF	ACCOUNT# 24-3520-00 - 6201 SE LAKE RD -	24-3520 4/20-5/20	186.59	186.59
93894	06/09/2022	00048 OREGON CITY, CITY OF	PUMPING CHARGES - MAY 2022	4/30-05/31/2022	4,002.76	4,002.76
93895	06/09/2022	00048 OREGON CITY, CITY OF	ACC:# 04-792203-01 (130825) 03/31 - 04/3	03/31-04/30/2022	19.12	19.12
93896	06/09/2022	02681 PAUL H. ROEGER	LEGAL DESCRIPTION DEVELOPMENT FOR WITHDR	13	1,435.00	1,435.00
93897	06/09/2022	03815 PETROCARD INC	15-100 WATER QUALITY, 2500 EQUIPMENT, 20	C923776	1,393.14	1,393.14

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93698	06/09/2022	00021 PGE	WATER TREATMENT PLANT MAY 2022	WTP MAY 2022	31,345.37	
			PUMP STATION MAY 2022	PUMP STATION MAY 22 20,135.30		51,480.67
93699	06/09/2022	00021 PGE	ADMIN MAY 2022	ADMIN MAY 2022	2,425.79	2,425.79
93700	06/09/2022	00229 RICOH USA, INC.	COPIER LEASE #1021276-3672069 - 05/20 TO	106207601	383.20	383.20
93701	06/09/2022	00229 RICOH USA, INC.	CUST. # 4220490 - ADDITIONAL COPIES 05/0	5064733015	179.65	
			CUST. # 4197629 - ADDITIONAL COPIES 05/0	5064733126	67.32	
			CUST. # 4220490 - ADDITIONAL COPIES 05/0	5064733355	59.49	306.46
93702	06/09/2022	03548 RIVER CITY ENVIRONMENTAL INC	22-0043, 22-0044 INSTALLS ON NORMAN ROAD	812379	1,819.00	1,819.00
93703	06/09/2022	00024 SOUTH FORK WATER BOARD	WATER PURCHASED - MAY 2022	MAY 2022	29,823.17	29,823.17
93704	06/09/2022	04386 SWIFTCOMPLY US OPCO INC	XC2 MAINTENANCE & SUPPORT SERVICES	INV-8504	2,568.00	2,568.00
93705	06/09/2022	00107 UNITED SITE SERVICES INC	PARK PORTA-POTTIES	114-13124720	597.87	597.87
93706	06/09/2022	00130 WASTE MANAGEMENT OF OREGON	MAY 2022 TRASH REMOVAL SERVICES - RIVERS	9286326-1574-8	1,941.30	1,941.30
93707	06/09/2022	00130 WASTE MANAGEMENT OF OREGON	MAY 2022 - TRASH REMOVAL SERVICES - 9100	9286327-1574-6	505.07	505.07
93708	06/09/2022	01736 WEST YOST ASSOCIATES	CRW SECURITY PLAN - TASK 1 & 7	2049427	1,076.25	1,076.25
93709	06/09/2022	02247 WHA INSURANCE AGENCY INC	MERP ADMIN FEE	06/02/2022	50.00	50.00
93710	06/16/2022	00317 CDW GOVERNMENT INC.	MONITORS	x864146	1,702.00	1,702.00
93711	06/16/2022	04256 CITY WIDE FACILITY SOLUTIONS	MAY 2022 - CLEANING - ADMIN/OPS/WTP/PARK	STI035000063	7,040.47	7,040.47
93712	06/16/2022	02555 COMCAST	COMCAST MONTHLY CABLE INTERNET - 6/14-7/	2099723 6/14-7/13	248.85	248.85
93713	06/16/2022	03504 ENTERPRISE FLEET MANAGEMENT	CUST #488054 TRUCK LEASE 06/01-06/30/202	FBN44933530	635.72	635.72
93714	06/16/2022	00073 FIRST RESPONSE INC.	RESPONSE OVERAGE 05/02/22 & 05/30/22	27752	75.00	75.00
93715	06/16/2022	00123 GRANTS PASS WATER LAB INC	CRYPTO RAW	301568	450.00	
			CRYPTO RAW	301573	450.00	
			CRYPTO FINISHED	301572	450.00	
			CRYPTO RAW	301576	450.00	
			CRYPTO FINISHED	301579	450.00	
			CRYPTO RAW	301580	450.00	



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93716	06/16/2022	04080 GREEN GUARD	CRYPTO RAW	301588	450.00	
93717	06/16/2022	00124 H D FOWLER CO INC	CRYPTO RAW	301593	450.00	
93718	06/16/2022	00128 IDEXX DISTRIBUTION CORP.	CRYPTO FINISHED	301594	450.00	
93719	06/16/2022	02125 LEAGUE OF OREGON CITIES	CRYPTO RAW	301597	450.00	
93720	06/16/2022	04180 MADRONE TECHNOLOGY GROUP INC.	CRYPTO RAW	301601	450.00	
93721	06/16/2022	00306 OFFICE DEPOT INC	CRYPTO FINISHED	301602	450.00	
93722	06/16/2022	00373 OREGON AFSCME	CRYPTO RAW	301606	450.00	5,860.00
93723	06/16/2022	00096 PETTY CASH - TED EBORA	FIRST AID SUPPLIES	1788947	47.53	47.53
93724	06/16/2022	00282 TERMINIX INTERNATIONAL INC	HOLLY LN PUMP STATION	16107190	15,589.55	15,589.55
93725	06/16/2022	00165 UNIVAR SOLUTIONS USA INC	WATER TESTING REAGENTS	3106081098	2,237.83	2,237.83
93726	06/16/2022	02373 WORLD CUP COFFEE & TEA SERVICE	JOB POSTING	10216	80.00	80.00
93727	06/22/2022	00285 ARAMARK UNIFORM SERVICES INC	CONTRACT WORK	2131	1,045.00	
93728	06/22/2022	00304 CANTEL SWEEPING	CONTRACT WORK	2118	330.00	1,375.00
93729	06/22/2022	00106 CARSON OIL	ACCT#90261180 - ID#38683228 - OFFICE SUP	250204659001	70.18	
93730	06/22/2022	01546 CASCADE COLUMBIA DIST CO INC	ACCT#90261180 - ID#38683228 - OFFICE SUP	250204816001	43.42	113.60
			UNION DUES	PR 06/10/2022	924.34	924.34
			PETTY CASH REIMBURSEMENT (07/01/2021 - 0	06/15/2022	298.58	298.58
			CUST.# 1703011 - JUNE PEST CONTROL SERVI	421429010	117.00	117.00
			ASCORBIC ACID WEISHENG BX200 USP-FCC-KO-	50288716	3,341.70	
			CALCIUM HTPOCHLORITE TABLETS - 3-INCH TA	50285277	2,466.40	5,808.10
			COFFEE & TEA	0207903	35.45	35.45
			ACC.#934649000 - BUILDING MAINT. SUPPLI	5291018854	76.75	
			ACC.#934649000 - BUILDING MAINT. SUPPLI	5291023490	76.75	153.50
			JUNE-PARKING LOT SWEEPING - OPS (CUST.#0	e18002	240.00	
			JUNE-PARKING LOT SWEEPING - ADMIN (CUST.	e018001	185.00	595.00
			JUNE-PARKING LOT SWEEPING - PARK (CUST.#	e18003	170.00	
			OIL FOR PUMP MOTORS	IN-0703391	592.30	592.30
			ALUMINUM CHLOROHYDRATE (PAX-XL19)	839008	15,323.74	15,323.74

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93731	06/22/2022	00164 CENTURYLINK	ACC# 503-723-6700 962B - PHONE SERVICES	June 16 - July 16	1,638.89	1,638.89
93732	06/22/2022	04256 CITY WIDE FACILITY SOLUTIONS	APRIL 2022 - CLEANING - ADMIN/OPS/WTP/PAR	ST1035001953	7,686.60	7,686.60
93733	06/22/2022	00009 DAILY JOURNAL OF COMMERCE	ADVERTISEMENT FOR MAPLELANE RD WL PROJEC	745441975	542.70	542.70
93734	06/22/2022	03218 DIRECT TRANSPORT INC	DELIVERY BOARD MEETING PACKETS	287204	46.23	46.23
93735	06/22/2022	04380 EXECUTIVE SECURITY SERVICES	SECURITY CONTRACT WORK	INV853	1,387.25	1,387.25
93736	06/22/2022	01844 FERGUSON ENTERPRISES INC	126' THURS BLOCKS, 2 INCH GALV	1104639	972.72	
			2 PCS 7803-12	1070996-2	798.00	
			5 PCS #6770-00	1106440	571.45	2,342.17
93737	06/22/2022	00167 GRAINGER INC	STAPLER	9332256248	91.48	91.48
93738	06/22/2022	00124 H D FOWLER CO INC	CLAY VALVES, REBUILD KITS	I6109243	737.29	
			HOLLY LN PUMP STATION	I6118445	466.20	1,203.49
93739	06/22/2022	01541 HARRIS WORKSYSTEMS	ERGONOMIC WORKSTATION TOOLS	21-4870	1,531.40	1,531.40
93740	06/22/2022	01343 INTERNAL REVENUE SERVICE	ANNUAL PCORI FEES (AFFORDABLE CARE ACT)	HEALTH INSURANCE	103.74	103.74
93741	06/22/2022	02284 K & D SERVICES OF OREGON INC	CLIFFVIEW DRIVE INSTALL 22-0046	BILL018491	605.00	605.00
93742	06/22/2022	04171 LSK GRAPHICS INC.	NEWSLETTER/BILL INSERT CREATION AND DESI	24830-19	340.00	340.00
93743	06/22/2022	04180 MADRONE TECHNOLOGY GROUP INC.	TELECOMMUNICATION	2119	1,083.00	
			CONTRACT WORK	2143	715.00	
			CONTRACT WORK	2125	385.00	2,183.00
93744	06/22/2022	00012 METERREADERS LLC	JUNE- METER READING SERVICE - CYCLE 1 &	10309	5,081.70	
			JUNE- METER READING SERVICE - CYCLE 3	10310	3,822.00	8,903.70
93745	06/22/2022	00138 MILWAUKIE, CITY OF	CATALYTIC CONVERTER SHIELD, SERVICE	INV00704	697.97	697.97
93746	06/22/2022	00306 OFFICE DEPOT INC	ACCT#90261180 - ID#38683228 - OFFICE SUP	248748271001	86.50	
			ACCT#90261180 - ID#38683228 - OFFICE SUP	249232736001	40.92	
			ACCT#90261180 - ID#38683228 - OFFICE SUP	249185014001	38.60	
			ACCT#90261180 - ID#38683228 - OFFICE SUP	249232741001	23.39	
			ACCT#90261180 - ID#38683228 - OFFICE SUP	249232736002	8.01	197.42
93747	06/22/2022	00151 PROVIDENCE OCCUPATIONAL HEALTH	MEDICAL EXAM	26950	190.00	190.00

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Check #	Date					
93748	06/22/2022	00229 RICOH USA, INC.	COPIER LEASE #1021276-3734774 - 06/12 TO	106272757	208.86	208.86
93749	06/22/2022	00282 TERMINIX INTERNATIONAL INC	CUST.# 1703007 - JUNE PEST CONTROL SERVI	421673370	100.00	100.00
93750	06/30/2022	02663 ACCENT SIGNS, LLC	BADGE PHOTOS & OFFICE NAME PLATES	22-6-147	58.94	71.31
			BADGE PHOTO	22-6-189	12.37	
93751	06/30/2022	00002 AMERICAN FAMILY LIFE ASSURANCE	ACC: 0XNX3 - VOL. PAYROLL DEDUCT. - JUNE	744284	1,463.74	1,463.74
93752	06/30/2022	00285 ARAMARK UNIFORM SERVICES INC	ACC. #934649000 - BUILDING MAINT. SUPPLI	5291027990	76.75	153.50
			ACC. #934649000 - BUILDING MAINT. SUPPLI	5291032261	76.75	
93753	06/30/2022	00164 CENTURYLINK	ACC# 503-723-6700 962B - PHONE SERVICES	June 16 - July 16	87.35	87.35
93754	06/30/2022	00200 CLACKAMAS COUNTY	RECORDING OF ATHENS RD WL EASEMENT	06/28/2022	148.00	148.00
93755	06/30/2022	00200 CLACKAMAS COUNTY	RECORDING OF PETERSON MACHINERY WL EASEM	06/27/2022	143.00	143.00
93756	06/30/2022	00519 COLONIAL LIFE	JULY 2022, VOLUNTARY PAYROLL DEDUCTION,	77938620705656	276.80	276.80
93757	06/30/2022	04388 CPAWC - WASHINGTON COUNTY COOPERATIVE PUBLIC WKS AGENCY	ANNUAL MEMBERSHIP DUES	CRWD-2022	150.00	150.00
93758	06/30/2022	02856 CRYSTAL GREENS LANDSCAPING	ARBORVITAE REPLACEMENT	103071	1,950.00	1,950.00
93759	06/30/2022	04339 THEODORE EBORA	TRAVEL REIMBURSEMENT FOR GFOA CONFERENCE	GFOA CONFERENCE	308.63	308.63
93760	06/30/2022	01844 FERGUSON ENTERPRISES INC	10 PCS	1111895	2,055.52	2,055.52
93761	06/30/2022	01844 FERGUSON ENTERPRISES INC	1.5" REGULATOR	581540	655.68	655.68
93762	06/30/2022	00167 GRAINGER INC	ACTUATOR	9339812936	429.45	589.75
			ELEMENT, FILTERS	9346223572	160.30	
93763	06/30/2022	00124 H D FOWLER CO INC	HOLLY LN PUMP STATION	16128276	2,779.17	2,779.17
93764	06/30/2022	01343 INTERNAL REVENUE SERVICE	ANNUAL PCORI FEES (AFFORDABLE CARE ACT)	HEALTH INSURANCE	106.02	106.02
93765	06/30/2022	02284 K & D SERVICES OF OREGON INC	KING AND SPENCER	BILL018543	1,128.50	1,128.50
93766	06/30/2022	02125 LEAGUE OF OREGON CITIES	JOB POSTING	9614	80.00	80.00
93767	06/30/2022	02487 LLC LINESCAPE DIRECTIONAL BORING	UPGRADE SERVICE FROM 3/4 TO 1 INCH 17597	58025	550.00	550.00
93768	06/30/2022	04180 MADRONE TECHNOLOGY GROUP INC.	ONSITE/OFFSITE DATA BACKUP	2154	2,939.00	2,939.00

Monthly Check History Listing  
Clackamas River Water  
6/1/2022 to 6/30/2022

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
93769	06/30/2022	00306 OFFICE DEPOT INC	CONTRACT WORK- HEADSET EQUIPMENT	2164	2,372.13	
			SCADA CONTRACT WORK	2171	660.00	
			CONTRACT WORK	2170	550.00	
			CONTRACT WORK	2155	330.00	
			CONTRACT WORK	2148	110.00	6,961.13
93770	06/30/2022	04389 OREGON METER REPAIR & WATER	ACCT#90261180 - ID#38683228 - OFFICE SUP	251487139001	260.76	
			ACCT#90261180 - ID#38683228 - OFFICE SUP	251426847001	58.77	
			ACCT#90261180 - ID#38683228 - OFFICE SUP	251487140001	57.46	376.99
93770	06/30/2022	04389 OREGON METER REPAIR & WATER	LARGE METER TESTING & REPAIRS	1012	6,450.00	6,450.00
93771	06/30/2022	03815 PETROCARD INC	15-100 WATER QUALITY, 20-100 & 20-200 PL	C934607	1,283.80	1,283.80
93772	06/30/2022	00018 PITNEY BOWES GLOBAL FIN SVC LL	POSTAGE REFILL AND OVERAGE FEE	800-900-0718-3324J UN	1,510.00	
			LEASE ACCT #0010797993	3315927284	472.83	1,982.83
93773	06/30/2022	02386 PRINCIPAL FINANCIAL GROUP	LIFE, AD&D & LTD, ACC.# 108 1726-10001	JULY 2022	6,230.73	6,230.73
93774	06/30/2022	00229 RICOH USA, INC.	COPIER LEASE #1021276-3745995 - 7/05/22	106264603	208.86	208.86
93775	06/30/2022	03645 RITZ SAFETY LLC	RAIN GEAR BIB GORE-TEX	6321535	401.79	401.79
93776	06/30/2022	03548 RIVER CITY ENVIRONMENTAL INC	LEAK KINGSRIDGE CT	828925	1,743.79	
			22-0047A & 22-0047B INSTALLS ON 70TH	826110	985.50	
			MOVE METER JENNINGS	826111	657.00	3,386.29
93777	06/30/2022	00339 SEPTIC TECHNOLOGIES INC	REIMBURSEMENT FOR PROCESSING FEE	16166	35.00	35.00
93778	06/30/2022	03543 SIX ROBBLEES INC	OUT FITTING NEW VEHICLE	10P4083	315.68	315.68
93779	06/30/2022	00577 SPECIAL DISTRICTS ASSOC OREGON	JULY HEALTH BENEFITS PROGRAM	03-0054042, 03-0054042	60,206.07	60,206.07
93780	06/30/2022	02391 VEBA SERVICE GROUP, LLC	HRA VEBA CONTRIBUTION - BI ANNUAL - 07-0	07-01-2022	19,000.00	19,000.00
93781	06/30/2022	02854 VERIZON WIRELESS	ACC.#472115222-00001 CELL PHONE CHARGES	9908512512	1,526.45	
			ACC.#472115222-00002 CELL PHONE CHARGES	9908512513	268.20	1,794.65
93782	06/30/2022	01736 WEST YOST ASSOCIATES	CRW SECURITY PLAN TASK 1 & 7	2049800	2,338.00	2,338.00

apbank Total: 627,086.87

### Monthly Check History Listing

Clackamas River Water  
6/1/2022 to 6/30/2022

apCkHist  
07/05/2022 2:55PM

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
---------	------	--------	-------------	---------	-------------	-------------

153 checks in this report

Total Checks: 627,086.87

# CLACKAMAS RIVER WATER

Agenda Item –  
CA-2

## REGULAR BOARD MEETING

July 14, 2022

**SUBJECT**                      **Cash Position and Transfers**

<b>DRAFT MOTION</b>	Move to approve the consent agenda
<b>EFFECTIVE DATE</b>	July 14, 2022

**PRINCIPAL STAFF PERSON**                      Jason Kirkpatrick, CFO

**BOARD ACTION REQUESTED**                      Approve the consent agenda items.

**DOCUMENTS ATTACHED**                      None

### Agenda Summary

**BACKGROUND**                      Cash and Investment Position as of June 30, 2022, is:

	General Checking	LGIP	Total
Balance as of 5/31/2022	\$ 6,037,551	\$ 15,637,199	\$ 21,674,750
Cash receipts	1,014,609	11,996	1,026,605
Payroll	(258,655)		(258,655)
A/P checks	(627,087)		(627,087)
Bond and other electronic payments			-
Transfers between accounts			-
Balance as of 6/30/2022	\$ 6,166,418	\$ 15,649,195	\$ 21,815,614

# CLACKAMAS RIVER WATER

## Consent Agenda Item - 3

### REGULAR BOARD MEETING

July 14, 2022

**SUBJECT**                      **Project Acceptance:** Accept assets constructed under the “Heirloom Apartments” project, CIP 19-5252

**DRAFT MOTION**                      Move to approve the “Notice of Acceptance” for the Heirloom Apartments project, to establish the project completion date and authorize the General Manager’s signature on said Notice of Acceptance.

**EFFECTIVE DATE**                      July 14, 2022

**PRINCIPAL STAFF PERSON**                      Joseph D. Eskew PE – Engineering Manager

**BOARD ACTION REQUESTED**                      The Board is requested to accept the water system constructed under the Heirloom Apartments development project.

**DOCUMENTS ATTACHED**                      Exhibit A – Project Location  
Exhibit B – Donation of Asset  
Exhibit C – Notice of Acceptance

#### Agenda Summary

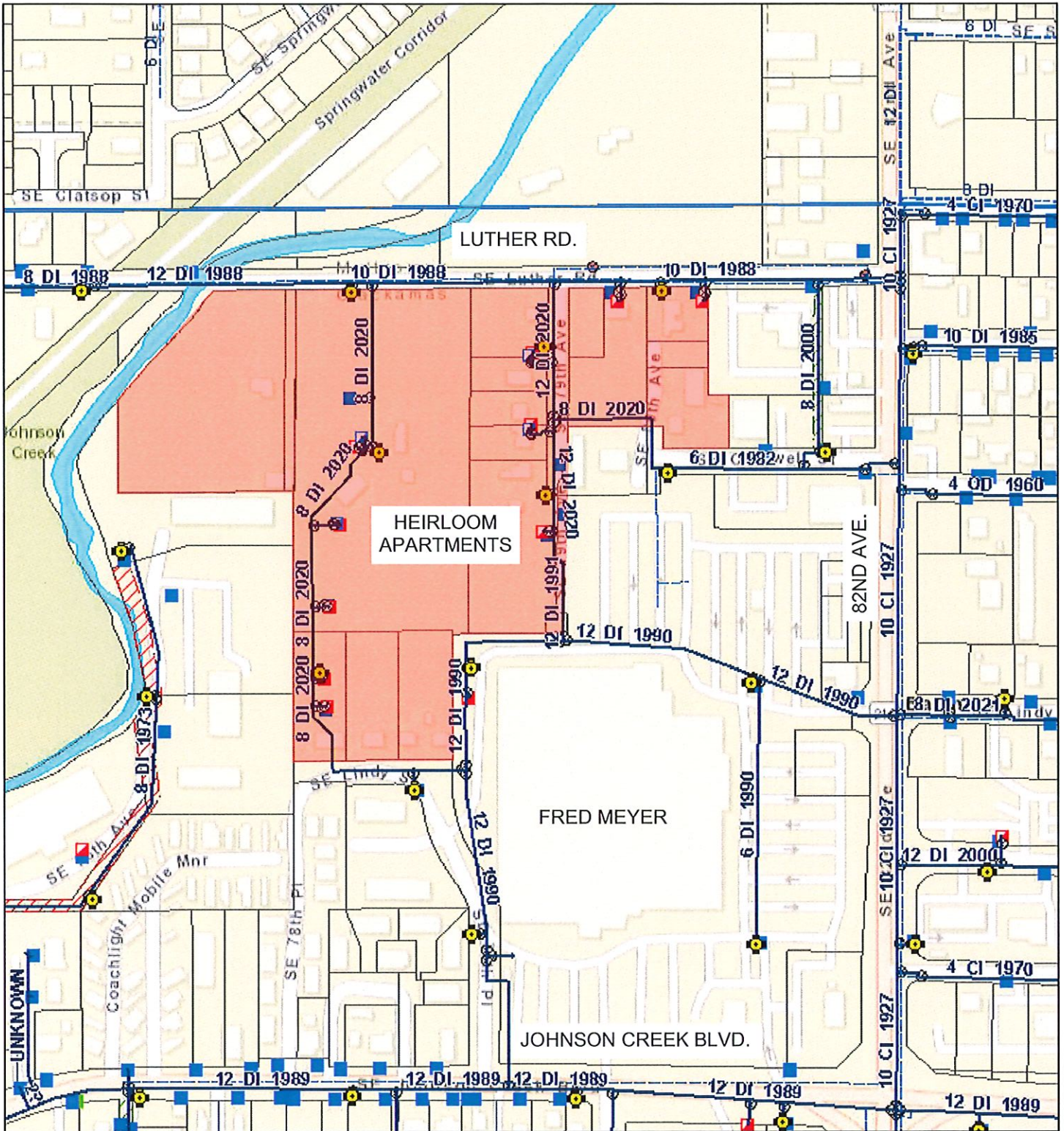
**BACKGROUND**                      This project is a new multi-family development of approximately 13 acres with 284 units in 10 residential buildings and a community center. Municipal water improvements include new looped waterlines consisting of approximately 3,500 lineal feet of new 8-inch pipeline with five new fire hydrants, six new 6-inch fire services, four new 3-inch, five new 2-inch, and one new 1½-inch meters.

CRW staff began working with the developer in 2019 with hydraulic models and land use planning which led to design review and construction services. Construction is now complete, and the development appears to be nearly fully occupied.

**STAFF RECOMMENDATION**                      Staff recommends the Board approve the Notice of Acceptance for the Heirloom Apartments development project.

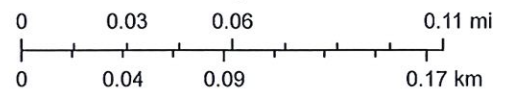
# Heirloom Apartments

# CA-3 EXHIBIT A



June 17, 2022

1:3,172



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community





Clackamas River Water

CA-3  
EXHIBIT B

Return To:  
Clackamas River Water  
Po Box 2439  
Clackamas OR 97015-2439

Approved By Board Action  
Date:

**Clackamas River Water  
Bill of Sale or Donation**  
(Signifying the Transfer of Title to Ownership)

Project Name: Heirloom Apartments, 7900 SE Luther Rd., Portland, 97206

Owner: NBP SE Luther, LLC, 9 SE 3rd Ave., Suite 100, Portland, OR 97214

Asset Location: Township: 1S; Range: 2E; Section: 29AA; Parcel No.: 52409

The asset to which this Bill of Sale or Donation applies is described and valued below and has an estimated life of 50 years for the District's fixed assets records.

Type and Size of Pipe(s) 1" DIP, 6" DIP, 6" DIP, 4" DIP, 3", 2" Copper

Developer Engineering Costs for water related facilities \$ 15,000

Water Mains (including fittings): 3,520 ft. \$ 191,547

Fire hydrant(s): 5 EA \$ 31,503

Number of Services: 11 EA \$ 10,475

Total Asset Value: \$ 338,525

The asset herein described is hereby transferred to Clackamas River Water effective at the time of signature or as specified by action of the District's Board of Commissioners.

Signed this 10 day of June, 20 22

Signature: *Lauren Noecker*

Lauren Noecker - Managing Member

Print or Type Name, Position, and/or Signing for

**NOTARY:**

STATE OF OREGON

}  
} S.S.

COUNTY OF CLACKAMAS

On this 10<sup>th</sup> day of June, 20 22

Lauren Noecker

Lauren Noecker personally appeared before me, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that being the person who executed it.

WITNESS my hand and official seal.

*A Collier*  
Signature

Notary Public - State of Oregon

My commission expires: 03/24/26

L.S.

16770 SE 82nd Drive  
Clackamas, OR 97015-2539

503.722.9240  
www.crwater.com

Providing high quality, safe drinking water for our customers





CA-3  
EXHIBIT C

## **Notice of Acceptance**

Clackamas River Water hereby accepts the project constructed in connection with the **Heirloom Apartment Development** on this 14<sup>th</sup> day of July, 2022.

Acceptance of this project by Clackamas River Water shall not constitute acceptance of any work not in accordance with the Contract Documents, nor shall it relieve the Contractor of his continuing obligation for work guarantee for two (2) years after completion.

**Clackamas River Water**

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Todd Heidgerken, General Manager

**CLACKAMAS RIVER WATER**

**REGULAR BOARD MEETING**

**July 14, 2022**

**SUBJECT** Management Report

**PRINCIPAL STAFF PERSON** Todd Heidgerken

**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

B.1 Regional Water Providers Consortium Tri-Annual Report

# CLACKAMAS RIVER WATER

## REGULAR BOARD MEETING

July 14, 2022

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. **New Board Member Orientation** – The orientation process for Bob Rubitschun was conducted in two sessions. The first session included a tour of some of the district facilities, including the water treatment plant, pump stations and reservoirs. An overview of the District and the various departments was also provided during both sessions. The second session focused more on topics related to serving as a public official. District Counsel reviewed items including board policies, ethics, public records, public meetings, public contracting and other applicable legal items. Thanks to Rob Cummings, Beth McGinnis, Jason Kirkpatrick, Adam Bjornstedt, and Bob Steringer for the presentation of information and to Karin Holzgang for the coordination. Lastly, a thank you to Bob Rubitschun for taking the time to participate in the orientation in preparation for his swearing in at the July Board Meeting.
  
3. **City of Oregon City Withdrawals Updates** - CRW’s cooperative withdrawal work with Oregon City has culminated in maps and legal descriptions for areas that have been served by the City for years, but were never withdrawn. As has been described at past Board meetings, withdrawing these properties will help clean up the District boundary, as well as reduce confusion over service area and customer count in these areas. Staff have been working closely with the City, consultant, and Department of Revenue to complete these documents which will support the City’s withdrawal package submittal. Based on the City’s timeline to submit, the withdrawal and subsequent boundary changes will likely take effect

by July 2023. Costs for consultant work on this project was shared between the City and CRW, as per the Memorandum of Understanding (MOU) approved by the Board in October 2020.

4. **Miscellaneous Intergovernmental Activities:**

Special Districts Association of Oregon (SDAO) Board Meeting – The SDAO Board met in Salem to receive reports on the activities of the organization, elect officers and review and approve the FY 2022-2023 SDAO Budget. As part of the reports, the SDAO Board members were updated on the following topics:

- Overview of the May 2022 Election Results and how they relate to special districts.
- Efforts to get special districts recognized federally.
- Planning for the Summer SDAO Conference and Award Banquet.
- Award of Internship Grants – of which CRW was one of the recipients.
- Activities of the SDAO Advisory Services, Consulting Services, Member Services and Special District Insurance Services Trust. Business actions during the meeting included the selection of an Investment Advisor for SDAO, approval of the FY 2022-2023 SDAO Budget and the election of officers. CRW GM Heidegerken was elected to serve as the SDAO President starting July 1, 2022. The officer terms are for two years.

Oak Lodge Water Services (OLWS) – OLWS approached CRW for assistance with mapping needs related to their Authority formation process. CRW was asked to assist after the Oregon Department of Revenue (DOR) pointed to the CRW mapping exhibits (from the Oregon City-CRW Withdrawal project) as an example of what DOR would like to receive from OLWS. A big thank you to Adam Bjornstedt for his coordination with OLWS and to Betty Johnson who is coordinating with DOR and OLWS to produce the desired maps for OLWS to use. This was done on a very tight timeframe, much to the appreciation of OLWS. It is also nice to be used as a positive example by a state agency of how to meet submittal requirements.

In a separate item, legal counsels from both OLWS and CRW are coordinating on the creation of an MOU that clarifies the rate that will be used in the recently approved OLWS to CRW customers Intergovernmental Agreement for the Mather/152<sup>nd</sup> Reservoir Interties.

5. **Procurement Card (P-Card) Cash Back Program:** Beginning October 2021, CRW transitioned its credit card program to the Government Procurement Card (P-Card) program offered by US Bank. CRW currently has 13 employees that use the credit card program on a regular basis. Each credit card can be used to pay for goods or services that fall within the guidelines of CRW's

purchasing rules and within the individual cardholder's purchasing authority. Previously the process of paying each credit card balance was done with paper copies submitted to FACS after going through a manual signature process. Under the previous program, CRW averaged \$15,000 in total activity on a monthly basis in FY 19-20.

The result of this transition streamlined the approval process and eliminated the need for paper copies or the manual signature process. Transitioning to the new P-Card program allowed CRW to take advantage of the electronic approval process within the US Bank platform at no cost. This P-Card program also allowed CRW to earn cash back depending on the total amount of goods purchased quarterly.

In the last 5 months (Jan-May 22), CRW averaged \$22,000 per month in total credit card purchases which resulted in \$1,533 in rebates so far, elimination of paper-based processes, and saving processing time by streamlining the approval process.

6. **Emergency Management Update:** Focus for July is on preparing for ICS 300 training for some staff, and large exercise on Oct 20<sup>th</sup>.
7. **Security Update:** The Pump Station and Reservoir Scoring study has been completed. The internal staff security workgroup will review this document in full and work to create proposals for our next biennial budget process.
8. **Rob Cummings Retirement:** As previously shared with the Board, CRW Water Resources Manager Rob Cummings has retired effective June 30. The hope was that we would have been able to hire a new Water Resources Manager prior to Rob's retirement date. Unfortunately, despite significant efforts, we have yet to fill this position. Given this situation, Rob has agreed to continue to assist after his retirement under an employment contract with the District. We are very grateful for Rob's willingness to continue to assist.
9. **Looking Ahead:**
  - The agenda preparation meeting for the August Board Meeting will be held on July 28 at 12:30pm
  - The July Work Session has been canceled.
  - The August Board meeting will be held on Thursday, August 11 at 6pm

# Tri-Annual Activity Report

FISCAL YEAR: 2021-2022

February 2, 2022 – June 1, 2022



## Introduction

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The Regional Water Providers Consortium provides leadership in the planning, management, stewardship, and resiliency of drinking water in the greater Portland, OR metropolitan region. The Consortium is comprised of 25 members which represent 17 cities and eight special districts and are located in the Clackamas, Columbia, Multnomah, Washington, and Yamhill Counties. Its work falls into the following three program areas: meeting water needs, including water conservation, emergency preparedness and resiliency, and regional coordination. Consortium staff compile activity reports three times per year that highlight current accomplishments to the Board at their meetings.

## Meeting Water Needs

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### Consortium Conservation Committee (CCC) and Conservation Program

The CCC met in February and April. In February, Jaymee Cuti and Frank Reed shared information from the accessibility survey conducted by the Water Communicators Network. In April, the group discussed ideas for presentation topics to submit for the 2023 PNWS AWWA Conference. Consortium staff attended the AWWA Pacific Northwest Section's winter meeting in February and the Alliance for Water Efficiency's Education Committee meeting in April.

### 2022 Curtailment Tabletop Exercise

The *Curtail Your Enthusiasm* Tabletop is set for June 2. The planning committee has identified objectives and developed the scenario for the virtual event. A pre-exercise worksheet was developed for participants to use in preparation for the tabletop. Objectives of the exercise include:

- Participants gain a broader understanding of drinking water curtailment including causes, impacts, and the different stages of curtailment and triggers among water providers.
- Participants learn the importance of coordinated messaging and effective ways to share timely information with each other and the public during the life cycle of a curtailment event.
- Participants identify gaps for providing accessible and translated messaging to the public.
- Participants identify regional communication tools and roles when there is a curtailment event.

### Toilet Leak Detection Promotion

The Consortium conducted a toilet leak detection promotion in March and April. The promotion was tailored so that recipients could choose a kit for kids or adults. Kits for kids included the Junior Leak Detective print piece, stickers, and a bookmark while the adult kit included the indoor print piece. Both kits were available in English and Spanish. The promotion was advertised on the Consortium's social media, website, and RegionalH2O newsletter, and through a KUNP newsletter. Members used the March toolkit assets to advertise the promotion to their customers.

A total of 429 kits were requested by customers of the following Consortium members:

Beaverton: 5  
Clackamas River Water: 15  
Cornelius: 0  
Forest Grove: 4  
Gladstone: 7  
Gresham: 53  
Hillsboro: 57  
Lake Oswego: 5  
Milwaukie: 5

Newberg: 11  
Oak Lodge Water Services: 65  
Portland Water Bureau: 59  
Raleigh Water District: 1  
Rockwood Water PUD: 8  
Sandy: 8  
Scappoose: 12  
Sherwood: 2  
South Fork Water Board: 37

Sunrise Water Authority: 2  
Tigard: 26  
Troutdale: 10  
Tualatin: 10  
Tualatin Valley Water District: 21  
West Slope Water District: 0  
Wilsonville: 2

### School Assembly Programs

The Consortium began offering the Mad Science school assembly program this spring. A total of 250 students from three schools enjoyed the “Where’s the Water, Watson?” show. School policies on assembly shows varied widely throughout the metro area this past winter and spring. Consortium staff will propose to the Consortium Board carrying over funding from this program year to next so that members that did not receive a show this year will have the opportunity to receive two during the 2022-2023 program year.

### Events and Workshops

Typically, the Consortium participates in several in-person tabling events and/or workshops during the spring. This year staff reallocated this part of the budget to support the summer digital advertising campaign.

## Emergency Preparedness and Resiliency

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### Emergency Preparedness Committee (EPC)

The EPC met in March and May. Chantal Wikstrom from the Oregon Health Authority presented on the new Emergency Response Plan requirements and guidance. Consortium staff provided program and project updates at both meetings and members shared information and resources with one another.

### Print Piece Translation Review and New Graphics

Staff worked with Wilborn Design to update the water heater diagram and create two new graphics which will be used in Consortium outreach. The new graphics are a result of feedback received from the multilingual how-to video project listening sessions that occurred fall 2021-winter 2022.



Consortium staff also worked with the Community Engagement Liaisons (CELs) and Wilborn Design to review and update the Consortium’s two print pieces in seven languages. The Consortium received \$4,000 in Urban Area Security Initiative (UASI) grant money from Multnomah County to help support this work.



## Regional Disaster Preparedness Organization (RDPO)

**Provision of Emergency Drinking Water Framework Project:** The project reached several milestones. On March 31, the consultant team lead a tabletop exercise that tested key recommendations of the Framework, the delineation of responsibilities, identification of gaps in communications, and emergency water distribution equipment. There were 59 participants from 20 water providers in the five-county UASI region. The full plan document will be available for the project task force to review at the end of June and for all stakeholders to review at the end of July. A final workshop will be held in early fall 2022 to share the final framework.

**Multilingual How-to Video Project:** Staff met with CELs in February to complete video scripts and graphics translations and to ensure that the CELs were prepared to act as on-camera spokespeople for the videos. Staff also negotiated with KUNP television so that their on-air newscaster Antonio Sanchez could serve as the Spanish language spokesperson. Staff coordinated a four-day video shoot over the weekend of March 11-14 involving 19 Community Engagement Liaisons that resulted in content for 21 videos in seven languages. Staff and TZOM films began working on post-production of the videos in May.

**Equity Subcommittee:** Rebecca has been appointed to the RDPO Equity Subcommittee. This eleven-person group is charged with recommending changes to the RDPO structure, membership, culture, and strategic and program development processes and tools. The goals are to help the RDPO foster a more diverse, equitable, and inclusive RDPO organization and to maximize program impact on disaster preparedness and resilience among Black, Indigenous, and other people of color, people with disabilities, and other marginalized, under-served, and disproportionately-impacted communities.

**Regional Fuel Planning:** Rebecca is participating on the advisory committee for a regional fuel tabletop exercise in September to ensure water provider needs are incorporated and considered. She also met with Deanna Henry, emergency manager from the Oregon Department of Energy to discuss water provider fuel needs and connect her to water providers in the state to learn how and where fuel is used, where gaps exist and how the state can better support water utilities.

**RDPO Miscellaneous:** Staff helped provide facilitation support to the Community Engagement Lessons Learned Project and participated in a focus group on Inclusive Disaster Preparedness.

**RDPO Workgroups:** Consortium staff continued to participate in several RDPO workgroups including the Steering Committee, the Program Committee, the Public Information workgroup, the Public Works workgroup, and the Disaster Messaging workgroup. Rebecca is participating in the hiring process for the new RDPO Director.

## Public Outreach and Education Campaigns

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### 2022 Campaign Planning

Consortium staff continued planning for this year's media campaigns during this reporting period and completed all contracts with media partners. The 2022 campaigns began in the first week of May with Drinking Water Week and will run through the third week in October with the Great ShakeOut, an earthquake preparedness event. All of the ads and on-air interviews can be viewed/listened to throughout the campaign on the [Consortium Newsroom webpage](#).

The summary table on the following page includes information on the Consortium's campaign partners, topics, languages, and cost.

Media partner	Campaign Focus	Platform(s)	Language	Cost
KATU	Conservation	Television, Digital television, and web ads	English	\$48,000
Alpha Media	Conservation	Radio, digital video, and display ads	English	\$60,000
KUNP	Conservation and Emergency Preparedness	Television, digital video ads, newsletters	Spanish	\$27,700
KPTV	Source Water Protection	Television	English	\$3,000
Garden Time Television	Conservation	Television	English	\$1,400

**Drinking Water Week:** The Consortium partnered with KATU television (channel 2) to do three on-air interviews and six “shout outs” on their AM Northwest and Afternoon Live shows during Drinking Water Week. The shout outs are extra content that Consortium staff developed for KATU to deliver on-air; this is a unique opportunity that we are proud to have negotiated! The Consortium also produced a 60-second segment which ran in the weekend news. A special thanks to Kari Duncan and Jeremy Hudson (Rockwood People’s Utility District) and to Mike Grimm and his staff Quentin and Brandon (West Slope Water District) for hosting the interview and serving as spokespeople for the Consortium.

**Conservation Campaign:** This year’s conservation campaign began with radio and digital online advertising in late May. English language television will begin in mid-June and Spanish language television will follow in early July. Here is a summary of what is to come:

- **KATU Television:** Five on-air interviews, new and updated ads which will air 294 times, digital advertising, and featured content that directs people to regionalH2O.org during Jeopardy and the evening news.
- **KUNP Television:** production of a 60-second segment which will air 19 times, new and updated ads which will air 366 times, digital ads on KUNP.tv and YouTube, three newsletters, and translation support.
- **Garden Time Television:** one last interview to help them close out the show as it heads to retirement.
- **Alpha Media Radio:** seasonally-updated ads which will air 2,132 times and two on-air interviews
- **Digital Display Advertising:** Staff worked with Wilborn Design to develop a series of ads designed to drive traffic to regionalH2O.org and increase sign-ups for the Weekly Watering Number (WWN). This year, the Consortium is testing out different versions of these ads to determine which are more successful (below)
- **Summer Promotion:** Staff worked on developing all the assets needed to run another outdoor watering promotion in July.



## Source Water Protection Campaign

The year-long “Clean Water. It’s Our Future” campaign is on track for the fiscal year 2021-2022. As of April 30<sup>th</sup>, it had delivered 487 ads. This campaign concludes in June 2022 and the Consortium has signed on to continue its \$3000 contribution for the July 2022-June 2023 campaign.

## Emergency Preparedness Campaign

Consortium staff selected the 2022 media partners and began planning for the fall campaign during this reporting period. This year’s campaign will include outreach tailored to help promote the new multilingual how-to videos on YouTube and in the community. Media partners include KATU television, KUNP television, and Intersection (TriMet bus ads).

## Annual Print Order

The Consortium conducted its annual print order for members and County partners this spring. A total of 16 agencies participated. Members had the opportunity to co-brand (add their logo) to print pieces and to receive a start-up supply of the hose nozzle hangtag and several Junior Leak Detective print pieces in English and Spanish.

## Other Public Outreach Project Updates

**RegionalH2O.org Website:** A new, interactive Region’s Water Sources and Providers map was added to the website. We also rolled out a newly-designed Weekly Watering Number widget. Consortium staff continued updates to make regionalH2O.org accessible to those using assistive technologies, and completed seasonal updates, monthly analytics reports, and weekly website maintenance. The web contractor completed security updates, platform maintenance, and provided staff with technical support during this reporting period. The website received 36,257 pageviews from 18,821 visitors from January 1 – April 30, 2022.

**Consortium Newsletters:** The Consortium distributed two issues of *The Source* and one issue of *RegionalH2O News*.

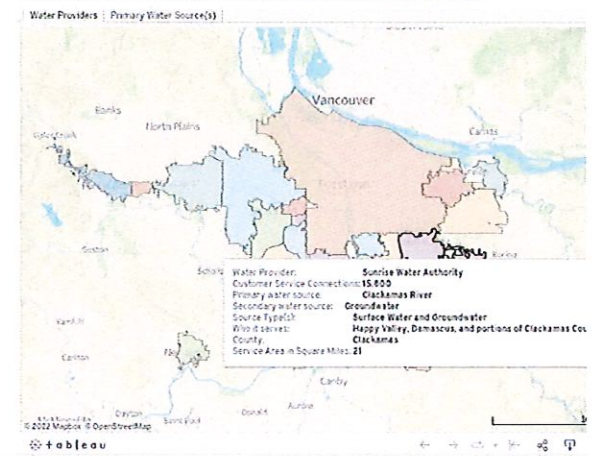
- **RegionalH2O News:** The March issue highlighted the new interactive Regional Water Providers & Water Sources map, Fix a Leak Week and the accompanying toilet leak detection promotion, and the Consortium’s 25<sup>th</sup> anniversary. It went to 979 recipients with an open rate of 48% and a click rate of 8.5%.
- **The Source:** The January issue provided members with a recap of the December tabletop exercise, outreach resources, and a refresher on the Member Page. It went to 158 members and had a 44.5% open rate and a 6.8% click rate. The April issue included updates on the Weekly Watering Number, Drinking Water Week outreach resources, and a celebration of the Consortium’s 23-year involvement in the Children’s Clean Water Festival. It went to 159 members and had a 41.7% open rate and a 5.6% click rate.

**Consortium Social Media:** The Consortium maintained an active presence on each of its three social media channels between January 1 – April 30, 2022.

- **Facebook:** The Consortium account rose to 912 followers during the reporting period. A total of 83 posts were published which resulted in 8,782 impressions and 541 engagements.
- **YouTube:** The Consortium’s 18 how-to videos and media segments were collectively viewed a total 12,495 times for a total of 395.7 hours and resulted in 73,569 impressions in this reporting period.
- **Twitter:** The Consortium account has 644 followers and received 3,679 profile visits. A total of 103 tweets were published which resulted in more than 24,000 impressions.

Our Region’s Water Sources and Providers: a detailed look at where you water comes from and who delivers it to you home or business.

Use the information in this map to explore the region’s different water sources and 24 of the entities that deliver it source to tap. View the data below by water source, water provider, or in [this accessible PDF](#).



- **Spanish Language Outreach:** The Consortium worked with community partners to translate more resources and content into Spanish. Translated content included the outdoor print piece, social media messaging, promotion content, and another KUNP newsletter. The KUNP newsletter went to 27,272 recipients and had a 20.85% open rate and a 2.61% click rate.

**Member Messaging Toolkits:** Messaging toolkit topics for this reporting period were National Engineers Week, Fix a Leak Week, and Water Week. Toolkits include social media copy, website links, graphic and media assets, and sample newsletter articles for members to use in outreach to their customers. Each toolkit is available on the member page or by request.

## Regional Coordination

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### 2022 Legislative Session

The Consortium submitted a letter in support of Senate Bill 1567 directed at mitigating vulnerabilities at the critical energy infrastructure hub. The bill requires energy terminal owners to submit comprehensive seismic vulnerability assessments and risk mitigation plans to the Oregon Department of Environmental Quality no later than June 1, 2024. The bill passed.

### Water Communicators Network

The Water Communicators Network met in February and April. The committee participated in a discussion exercise in April that focused on developing opportunities for members to learn about accessible communication best management practices and resources for future meetings. Consortium staff provided program and project updates at both meetings and members shared information and resources.

### Presentation Coordination

Staff developed and delivered three presentations to regional audiences this reporting period:

- **The Value of Connection:** Rebecca presented lessons learned from the December 2021 After Action Tabletop Exercise which covered the COVID pandemic, 2020 wildfires, and the chlorine shortage and heat dome in 2021 at the AWWA PNWS Conference and ORWARN Continuity of Operations Webinar.
- **Preparedness and You:** Bonny presented an overview of the Consortium's emergency preparedness work and personal preparedness information to a Portland State University class on May 17th.
- **Summer Weather Outlook:** Staff from the National Oceanic and Atmospheric Administration (NOAA) gave a brownbag presentation to Consortium members on May 24<sup>th</sup>.
- **Water Sector Earth Ex Webinar:** Last reporting period we neglected to report that Bonny co-presented on the Consortium's preparedness work for the Water Sector Earth Ex webinar in November 2021.

### Consumer Confidence/Water Quality Report Descriptor

Each year, Consortium staff develops content for members to use in their Consumer Confidence Reports to highlight their involvement in the Consortium. This year's descriptor focused on the Consortium's 25th anniversary.

### Advanced Metering Infrastructure (AMI) Survey

Consortium staff worked with Steve Carper from Tualatin Valley Water District to put together a survey that focused on where members are with AMI: are they researching the possibility, actively planning to use it, or already using it. Staff shared the results with the Consortium Technical Committee in April and members are invited to connect with Steve directly for more information about the results and sharing resources.

## Collaboration with State and Regional Stakeholders

- **Workforce Planning:** Consortium staff continued to participate in a regional forum called the Drinking Water Regional Internship Program (DRIP) which is focused on workforce development for water treatment and distribution operators. Staff began working with a subset of DRIP to develop a workforce development landing page for the RegionalH2O website.
- **Clean Rivers Coalition Forum:** Staff participated in a half-day forum with the Clean Rivers Coalition on March 31st where participants helped with collecting information that could be used on the new "[Follow the Water](#)" campaign website which was launched in May 2022.
- **Clean Water Services:** Staff met with Clean Water Services staff to share information and resources focused on public outreach, trade ally programming, and work force development.

## Administration

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Staff provided the following support to Consortium programs and administrative activities: monitored the budget, developed and managed contracts, processed invoices and completed other accounting tasks, and provided committee meeting logistics.

### Consortium Meetings

The Executive Committee (EC) met in April to hear updates on Consortium programs and to finalize the June Consortium Board agenda.

The Consortium Technical Committee (CTC) met in March and April. In March, discussions focused on mask mandates and the impacts of inflation and supply chain issues. In April, the CTC heard a presentation from Maya Buchanan, Senior Climate Policy Analyst and Deanna Henry, Emergency Preparedness Manager from Oregon Department of Energy (ODOE). They shared information about the role of ODOE, the Biennial Energy Report, and Energy Security Plan. Ms. Henry followed up with staff to learn more about water providers and their fuel needs.

### Trainings

Consortium staff attended trainings and webinars on a variety of topics including leadership development, staff wellness, equity and inclusion, public speaking, value of water, and accessibility. Consortium staff attended the Government Social Media Conference remotely during the week of March 28.

### 25<sup>th</sup> Anniversary

Staff developed social media content to highlight milestones from the past 25 years. In addition, staff worked on a presentation for the June Board meeting that highlights the Consortium's history in broad strokes and significant milestones.

### Member Engagement

Consortium staff met with new Public Works Director and staff from City of Sandy. Bonny and Rebecca also met with other new water provider staff to share information about specific work and committees, provide peer support and collaborate.

### Budget and Workplan

Staff drafted a resolution for Board consideration for the carry-over of funds from FY 21/22 to FY 22/23. Minor updates were made to the FY 22/23 budget to accommodate changes in final staffing costs. No programmatic changes were made, but additional funds were added to some programs.

### Strategic Plan

Consortium staff have begun to map out the 2023 update to the strategic plan. The Board will begin engagement in the strategic plan update in early 2023.

**CLACKAMAS RIVER WATER**

**REGULAR BOARD MEETING**

**July 14, 2022**

**SUBJECT** Commissioner Reports and Reimbursement Requests

**DRAFT MOTION** NO MOTION REQUIRED

**EFFECTIVE DATE**

**PRINCIPAL STAFF PERSON** Board of Commissioners

**BOARD ACTION REQUESTED** Commissioner Communications

**DOCUMENTS ATTACHED**

- Reimbursement Requests
- Commissioner Garrison’s North Clackamas County Water Commission (NCCWC) Meeting Minutes for June

**Agenda Summary**

**BACKGROUND**

None

# CLACKAMAS RIVER WATER

Commissioner Request for Reimbursement

Month May 2022

Commissioner's Name Naomi Angier

Please Print

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

Total \$ 150.00

Date	Meals	
		\$
		\$
		\$
		\$

Total \$ \_\_\_\_\_

Date	Mileage *	
		\$ 101.66
		\$
		\$
		\$
		\$
		\$

Total \$ \_\_\_\_\_

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

Total \$ \_\_\_\_\_

Date	Miscellaneous ***	
		\$
		\$
		\$

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 \$ 150.00

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 \$ \_\_\_\_\_ Non-Taxable \$ \_\_\_\_\_ entered P/R \_\_\_\_\_

Accounts Payable: VENDOR # \_\_\_\_\_ ACCT# 01.601.5730 AMOUNT \$ \_\_\_\_\_ Entered A/P \_\_\_\_\_

Board: Reimbursement as of \_\_\_\_\_

\_\_\_\_\_  
CFO Date 6-13-22

CFO

Date

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6/14/22

# CLACKAMAS RIVER WATER

Commissioner Request for Reimbursement

Month May 2022

Commissioner's Name Lester Garrison

Please Print

Date	Meetings	Amount
	CRW Regular Board Meeting - <u>May 12th</u>	\$ 50.00
	CRW Work Session <u>May 23rd</u>	\$ 50.00
	Miscellaneous Meeting _____	\$ _____
	_____	\$ _____
	_____	\$ _____

Total \$ 100.00

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

Total \$ \_\_\_\_\_

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

Total \$ \_\_\_\_\_

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

Total \$ \_\_\_\_\_

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

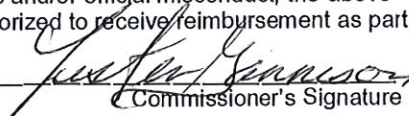
Total \$ \_\_\_\_\_

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


**Total Expenses**     \$ 100.00  
**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 Lester Garrison

  
 Commissioner's Signature

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

 \_\_\_\_\_ 6-2-22  
 CFO Date

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 6/17/22



**NCCWC Meeting report** to CRW Board and CRW GM. Thu June 23, 2022 at 5:30 PM

**Attendees**

Sara Jo Chaplen, NCCWC  
Rusty Garrison, CRW  
Kevin Bailey  
Paul Gornick  
Matt Tracy

Wayde Hathhorn, GM, Dist. Engineer, SWA  
Laurel Casey  
Gail Stevens, OLWS  
Susan Keil  
Chris Hawes

**Budget** Convened public hearing on budget as approved 24 Mar 2022

**Regular meeting** Convened meeting; approved agenda; requested public comment; approved minutes of 24 Mar 2022 Budget Committee and regular meeting; adopted consent agenda, checks for Mar, Apr, May 2022.

**Adopted Budget** for FY 2022-2023, \$11,892,622.

**Established Wholesale water rates** for 2022-2023, \$0.7929 per CCF Jul 2022 thru Jun 2023.

**Authorized new 20-year water supply agreement** with CRW.

**Initiated FY 2021-2022 financial Audit** with Moss Adams.

**Received YTD production and financial statements.**

**Received Plant Supervisor Joe Rogers operations report, Joe not present**

Mar 145.8 MG produced; 108.6 MG slow sand and 38.5 MG membrane filters  
Apr 145.2 MG produced; 133.4 MG slow sand, and 11.8 MG membrane filters  
May 151.2 MG produced; 124.0 MG slow sand and 28.0 MG membrane filters.  
Staff finishing up CIP's for 2021-2022, 3 projects mentioned.

**Received General Manager, Wade Hathhorn's report**

Re New NCCWC logo selection, received 1300 responses, new logo presented.  
Wade reported that it has been the wettest Apr, May, & Jun on record, and one is still seeing new snow on Mt. Hood as of June 10th. Last week, 20,000 CFM flow reported at Clackamas Gage. He said this will likely have positive impacts on summertime flows, and that the data is favorable for a good water year in the Clackamas (River) basin. Further, he noted that much of the state is experiencing similar events.  
Wade noted that Rob Cummings, the long-time CRW Plant Manager, agreed to stay on at CRW past his May 2022 retirement until a new plant manager is found. He (Wade) noted that a search is underway.  
Wade noted that his summary of production and deliveries showed, among other things, an upward trend forming for total deliveries. He attributed it to known growth in the area served by SWA.  
Wade noted, with historical notes, the dissolution to occur on June 30, 2022, of CRWSC.  
Finally, discussed the apprenticeship program, with positive comments.

R/s, Rusty Garrison CRW Commissioner



*Clackamas River Water*

# Proposed Water Rates

## Rate Hearing

Jason Kirkpatrick, CFO

July 14, 2022



# Presentation Outline

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

# Water Rates Overview

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- Rates support District Vision, Mission and Strategic Objectives
- To maintain, upgrade and operate the water system, CRW's only source is rates
- Recent CRW rate history:
  - 2013-14 rate planning & 8-year plan
  - 2018-21 Master Planning set stage for defining current needs, current factors impacting, etc.

# Water Rates Overview

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- CRW worked with FCS Group to update the rate model with the most current information available
- In order to meet near term needs, CRW is proposing a two-year rate plan which informs the development of the biennial budget starting in 2023



Impacts On Forecast

# Rate Drivers

# Water Rate Drivers

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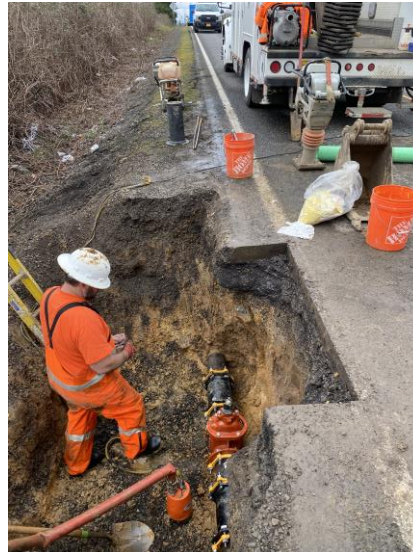
- General Cost Inflation
  - Impacts Materials and Services used in operations and maintenance
- Construction Cost Inflation
  - Any construction projects undertaken by CRW are impacted by construction materials and labor cost for projects
  - As part of construction cost budget development, CRW estimates cost projections based on historical inflation averages but in the current environment those averages may not be sufficient to reflect the current costs
- System improvement needs recommended from District master planning



# Water Rate Drivers

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- Labor Cost Inflation
  - Impact of inflation factors in Union contracts and in the job market at large
  - Benefit Cost Inflation
    - Impact of inflation in benefit costs
      - Insurance coverage
      - Retirement





# Water Rate Drivers

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- Debt
  - Timing and amount of debt issuance
- Capital projects
  - Timing and number of projects to make progress on needed system improvements
- Timing of new rate implementation
  - By delaying new rates until the Fall, CRW is holding current rates through the “high usage” summer season

# Rates and Capital Projects

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- Capital improvements to CRW's Water Treatment Plant, Piping, Reservoirs, and Pump Stations are needed to sustain District mission and strategic goals
- Key improvements to treatment and distribution systems identified in recent capital planning
  - Needs outweigh resources (common theme), so need a balanced strategy
- A dynamic yet realistic rate plan is the foundation of a CIP program that addresses system improvement drivers: **Capacity, Water Quality, Age, Resilience (all hazards)**

# Capital Improvement Drivers

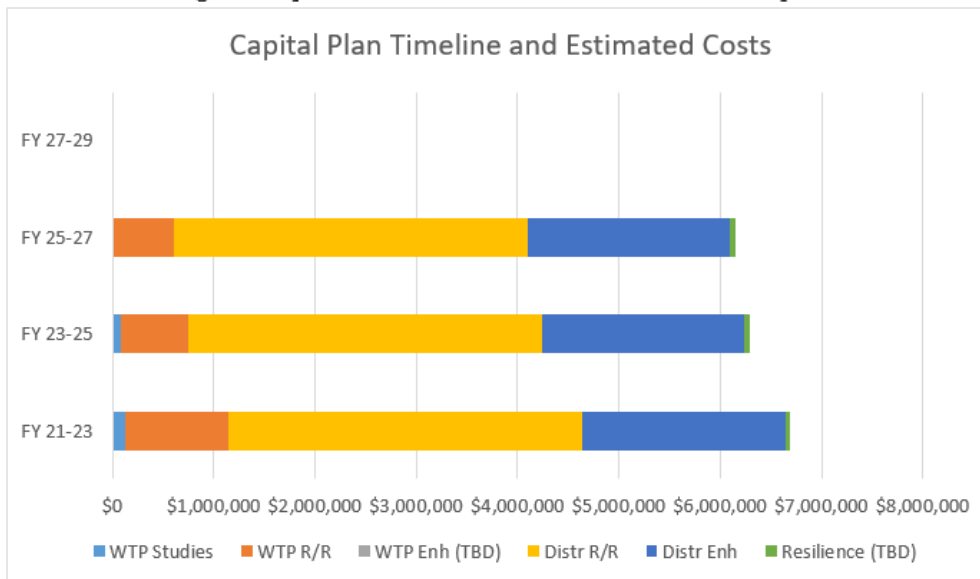
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- *Age*- How does the age of our water system components affect their ability to contribute to long-term system health and function?
- *Capacity*- How will the system be able to meet current and future demands?
- *Water Quality*- How will the system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

# Capital Improvement Strategy

- ❖ 6-year plan allows time to address some immediate needs while planning for future
- ❖ Ongoing prioritization effort (annually-concurrent with budgeting efforts and guided by District drivers)

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)
<b>Totals</b>	6-year Total Estimated Cost Range: \$16.5M-\$21.16M (Annual average \$2.75M-\$3.53M)		

# Rates and Capital Projects

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- Planning and prioritization must fit funding availability and constraints, including rates and SDCs
- Future rates must add sufficient revenue to capital reserves to provide for debt covenants and reserve policy
- Current and future projects are affected by:
  - Difficulty with cost estimating
  - Supply chain issues, lead times, delays
  - Future interest rates are uncertain
  - Timing of debt issuance and projects may have an impact on future rates



# Proposed Rates

# Components of Rates

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- **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 actually 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 Volume Rates (\$/CCF) (Commodity Charges)

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Rate Per 100 Cubic Feet (1-CCF) --> 1 CCF = 748 Gallons Single Family Dwelling (3/4 or 1"):		Proposed 2022-2023 Rate	Proposed 2023-2024 Rate
Volume (CCF)	Rate		
Block 1 = 1 - 4 CCF	\$2.44	\$2.59	\$2.74
Block 2 = 5 - 8 CCF	\$2.71	\$2.87	\$3.04
Block 3 = 9 - 24 CCF	\$3.23	\$3.42	\$3.63
Block 4 = 25 CCF & up	\$4.11	\$4.36	\$4.62

Multi-Family, Commercial & Industrial (all sizes & billings)		Proposed 2022-2023 Rate	Proposed 2022-2023 Rate
Volume	Rate		
Block 1 = c	\$2.99	\$3.17	\$3.36
Block 2 = d	\$3.74	\$3.96	\$4.20

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.



# Proposed Fixed Rates

## (Bi-Monthly Service Charge)

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Bi-Monthly Service Charge for All Direct Service Customers		Proposed 2022-2023 Service Charge	Proposed 2023-2024 Service Charge
Meter Size (Inches)	Domestic Service Current Charge		
Full 3/4	\$57.18	\$60.61	\$64.25
1	\$78.67	\$83.39	\$88.39
1 1/2	\$112.41	\$119.15	\$126.30
2	\$155.01	\$164.31	\$174.17
3	\$242.38	\$256.92	\$272.34
4	\$372.86	\$395.23	\$418.95
6	\$698.82	\$740.75	\$785.19
8	\$1,579.44	\$1,674.21	\$1,774.66
10	\$2,484.74	\$2,633.82	\$2,791.85
12	\$3,002.04	\$3,182.16	\$3,373.09

# Proposed Fire Service Rates

## (Bi-Monthly Fire Service Charge)

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Bi-Monthly Service Charge		Proposed	Proposed
Meter Size (Inches)	Fire Service Current Charge	2022-2023 Fire Service	2023-2024 Fire Service
Full 3/4	\$59.85	\$63.44	\$67.25
1	\$59.85	\$63.44	\$67.25
1 1/2	\$71.59	\$75.89	\$80.44
2	\$85.29	\$90.41	\$95.83
3	\$121.25	\$128.53	\$136.24
4	\$193.23	\$204.82	\$217.11
6	\$337.20	\$357.43	\$378.88
8	\$481.52	\$510.41	\$541.04
10	\$769.81	\$816.00	\$864.96
12	\$949.76	\$1,006.75	\$1,067.15

# Revenue Impact of rate increases on Retail Customer with Average use

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Forecasted Revenue (in thousands) \*

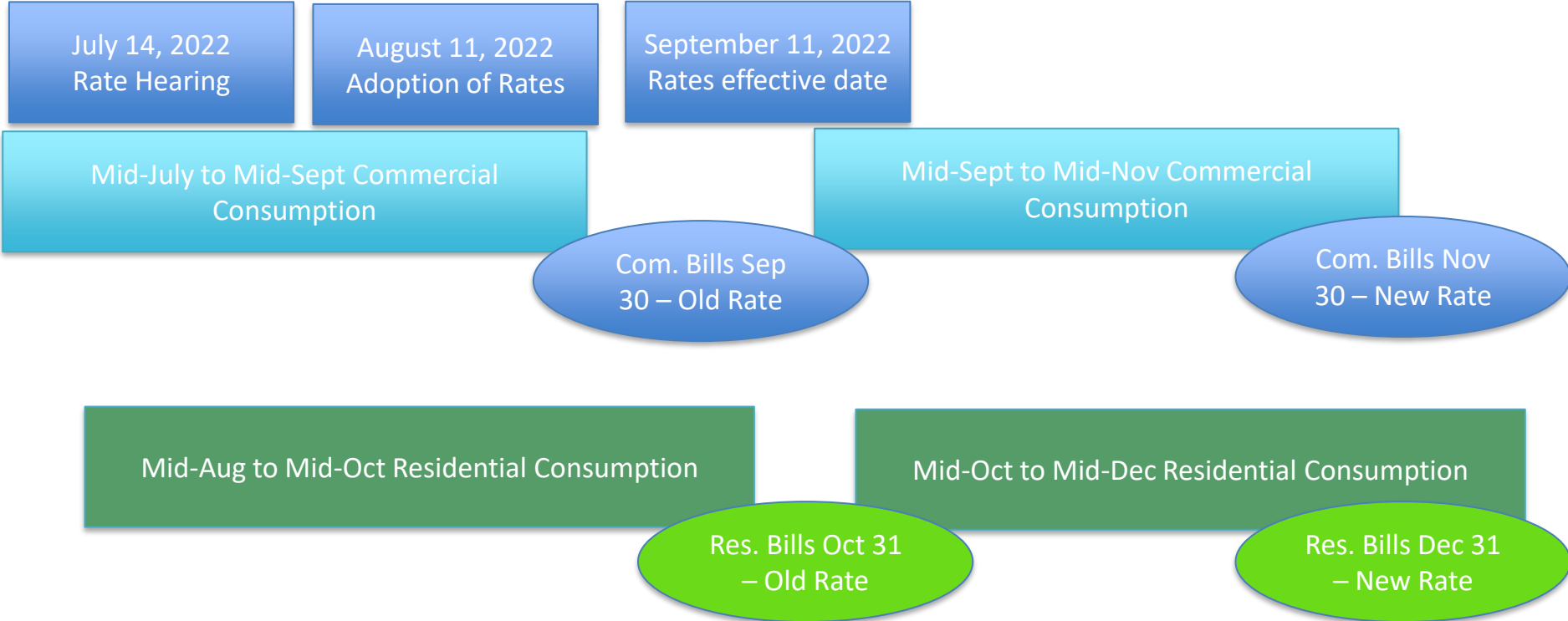
	FY 2022	FY 2023	FY 2024	FY 2025
Current Budget	\$ 12,739	\$ 12,830	N/A	N/A
New Forecast with 6.0% Rate Increase in November	\$ 12,739	\$ 13,343	\$ 14,331	\$ 15,191

Bi-Monthly Average Customer Bill Increase (\$) (16 CCF)	\$ 6.22	\$ 6.59
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\* Assumes consumption remains consistent with prior years.

\* Based on current billed accounts.

# Rate Increase Effective Beginning With the November Billing Cycle



# Impacts and Value

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- ❑ Estimated Average Bi-Month bill increase (\$6.22 & \$6.59)
- ❑ Recommended rate supports CRW mission, responsible planning, strategic objectives
- ❑ Balances needs for operating costs, capital improvements, recognizing some maintenance will be deferred.
  - ❑ Within CRW financial, staffing, and other resource limitations
- ❑ Proactive rate planning promotes long term system reliability and resilience.
- ❑ Balanced approach allows CRW to:
  - ✓ Meet fluctuating operating costs
  - ✓ Progress in addressing identified needs
  - ✓ Define details for future improvements
  - ✓ Implement improvements necessary for larger-scale future projects