

**CLACKAMAS RIVER WATER
BOARD OF COMMISSIONERS
REGULAR MEETING**

Held at 16770 SE 82nd Dr. Clackamas, OR 97015



Clackamas River Water

**This Meeting will have both an in person and remote option for attending
October 13, 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 kholzgang@crwater.com no later than 4pm the day of the meeting.

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

Anyone who wishes to attend the meeting remotely may do so by internet at <https://us02web.zoom.us/j/84664953221> or by calling the following number 1-253-215-8782 and join meeting/84664953221 #. **Passcode: 444685**

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. **Consider Resolution 02-2023- Promulgating the CRW Emergency Response Plan-**
Beth McGinnis, Emergency Manager
2. **Consider Contract Award: Water Treatment Plant (WTP) Filter Valve Procurement,**
CIP 21-5282- *Joe Eskew, Engineering Manager*
3. **Consider Approval of the Agreement with Oregon Department of Transportation (ODOT) Utility Construction Agreement for Reimbursable Work-**
Joe Eskew, Engineering Manager
4. **Consider Approval of the ODOT Add-Work Letter Agreement for Non-Reimbursable Work-**
Joe Eskew, Engineering Manager
5. **Consider Approval of the ODOT Add-Work Request Acceptance Memo for Reimbursable Work-**
Joe Eskew, Engineering Manager

Consent Agenda

- CA-1: **Gross Payroll and Accounts Paid: September 2022-** *Jason Kirkpatrick, Chief Financial Officer*
- CA-2: **Cash Position and Transfers: September 2022-** *Jason Kirkpatrick, Chief Financial Officer*
- CA-3: **Project Acceptance: Accept Assets Constructed Under the “Fuller Station Affordable Housing” Project, CIP 19-5255-** *Joe Eskew, Engineering Manager*

NEXT PAGE

Informational Reports

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

Commissioner Business

8. Commissioner Reports and Reimbursements

Adjourn regular meeting

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

REGULAR BOARD MEETING

OCTOBER 13, 2022

SUBJECT: Consider Resolution 02-2023 Promulgating The CRW Emergency Response Plan

DRAFT MOTION	Move the Board approve Resolution 02-2023, promulgating the CRW Emergency Response Plan
EFFECTIVE DATE	October 13, 2022

PRINCIPAL STAFF PERSON Beth McGinnis, Emergency Manager

BOARD ACTION REQUESTED Approve Resolution

DOCUMENTS ATTACHED

Exhibit A: Record of plan changes
 Exhibit B: List of Plan Chapters and summary of content
 Exhibit C: List of Plan Appendices and content
 Exhibit D: Resolution 02-2023
Agenda Summary

BACKGROUND As part of CRW’s commitment to emergency planning, this action is needed to formally adopt a revised Emergency Response Plan (ERP) for CRW.

Previous plans did not take this step, which is required for compliance to FEMA planning guidance. By being compliant in our planning documents, we demonstrate that we are eligible to apply for FEMA grants and other funding as our major planning document has elected and executive support.

The plan supports all phases of Emergency Management functions:

- Prevention
- Mitigation
- Preparedness
- Response
- Recovery

This promulgation action is in effect for 5 years. At that time, the plan will be revised and presented for another promulgation at that time.

The Board has been provided a copy of the plan separately and it is not included as an attachment to the agenda item because the plan includes sensitive security information that is exempt from disclosure under the Oregon Public Records Law.

STAFF RECOMMENDATION Adopt the Resolution 02-2023.

EXHIBIT A

REVISION LOG

Revisions to this Emergency Response Plan will be maintained in the Revisions Log provided below.

ERP Section Reviewed, Revised, and Amended	Effective Date	Reviewer/Author
ERP Revision to Comply with AWIA	Submitted September 30, 2020	West Yost Associates
ERP revision for Primary ECC/Alternate ECC	Submitted November, 2, 2021	Beth McGinnis, Emergency Manager
Significant Changes/Additions New Plan Promulgation New Training Plan Added Hazard & Risk Analysis from RRA Added Planning Assumptions New Chapter 2 Planning Activities Revised Chapter 4 Training & Exercise for new staffing plan and training commitment Refined 3 major areas of Operations (water quality, water distribution, and damage assessment) New Communication Chapters Chptr 6: Tactical Communications Chptr 7: Regulatory Notifications Chptr 8: Public Information Revised Chapter 9: Expand details of mutual aid, ICS forms and documentation Revised Chapter 10: Expand demobilization Expanded Appendices	October 2022	Beth McGinnis, Emergency Manager

An ERP Change Request Form is provided in Appendix A.

EXHIBIT B

Table 1: Plan Content by Chapter

Chapter Number	Chapter Title	Chapter Description
1	Introduction	Describes emergency management approach, plan purpose & scope, regulatory requirements, authorities, risk analysis summary, planning assumptions, and an overview of CRW facilities.
2	Planning Activities	Overview of resources that guide CRW emergency planning and community partnerships and planning bodies CRW belongs to.
3	Mitigation Activities	Describes resources available at CRW to manage foreseeable hazards. Includes Alternative source water, interconnections with other water providers, and a list of other actions CRW is pursuing to support mitigation.
4	Training & Exercises	Describes CRW's approach to training the emergency workforce, how it is divided, the HSEEP method, and documentation of training/exercise participation.
5	Incident Response	Provides CRW responders with the building blocks regarding incident organization structure, processes, and roles within ICS. Overview of Emergency Action Levels, activation processes, staffing, and situation status reports
6	Tactical Communications	Overview of the various redundant communication tools available to CRW Incident Command to manage information sharing and receipt and incident coordination with outside agencies.
7	Emergency Notifications & Reporting	Detailed information about CRW's required regulatory notifications and reporting. This includes reports that come in to CRW from trusted sources as well.
8	Public Information & Warning	Describes the role of the Public Information Officer, CRW's interaction with the Portland region's Joint Information System/Center, the Regional Water Providers Consortium Communicators, Risk Communication Information, and resources available to support public messaging about water issues in an incident.
9	Administration, Procurement & Finance	Support resources for the financial health of the response, details on cost accounting, documentation standards and retention, emergency procurement, and resource management systems.
10	Incident Recovery	Description of financial resources available in the form of grants to support agency repair and restoration expenses post-incident, describes the damage assessment tools available for CRW Operations to determine extent of damage in preparation for the FEMA disaster declaration process, demobilization, and recovery team description.
11	Authorities & References	A complete list of the federal, state, and local laws and ordinances that support CRW's legal standing for emergency response responsibilities.

Table 2: Appendices Content

Appendix Letter	Appendix Title	Appendix Description
A	ERP Change Form	CRW Form to update this plan
B	COOP Basics	General Information on accessing the COOP plan in Bold Planning, Succession of Roles/Authority Excerpt Key Messages from Employee Emergency Handbook Critical Information, Records Storage, and Backup Locations
C	Maps & Diagrams	Transmission Main, Pressure Zone, and Facilities Maps Interconnections, and neighboring water systems
D	Water Quality Resources	List of CRW Certified treatment and distribution operators Direct Responsible Charge protocols Laboratory Information
E	CRW Training & Exercise Plan	2-year training plan Responder training tracker
F	EPA Incident Action Checklists	Comprehensive library of checklists to get IC and Ops started on incident objectives
G	Executive Conference Resources	Executive Conference Checklist Delegation of Authority Template Declaration of Emergency Document
H	ICS Job Action Sheets	Command and General Staff
I	Liaison Resources	Cooperating Agency Lists Mutual Aid Agreements – Agency List Stranded Worker Agreement -ORWARN Critical Customer List Spill Notification Report
J	Public Information Resources	Media Contact List Public Communications Info Clackamas County ESF sheet Public Notification Templates OHA AWWA Communications Guide
K	Medical Unit Information & Resources	General Information for Medical Plan (ICS Form)
L	Finance Section Resources	FEMA TimeCard Incident Sign In/Out Form Emergency Procurement

M	Incident Management Team	CRW ICS Staffing Plan Incident management Team Contact List (texting list) Incident Support Organization (texting list)
N	Situation Unit Resources	SitStat Report Template
O	Clackamas County EOC Information Sheets	Excerpts from County EOP. Focus on Emergency Support Functions: 3 – Public Works; 8- Health/Medical; 9- Mass Care; 2 – Fire Fighting
P	ICS Forms	Copies of IAP required forms and functional worksheets
Q	Incident Planning Resources	Planning P posters, meeting agendas, smart objectives
R	Resource Management	Resource Request forms (ICS & Clackamas County) Inventory Lists
S	Damage Assessment	Damage Report Form Prioritized list of assets
T	Glossary of Terms	

EXHIBIT C

PLAN PROMULGATION

Clackamas River Water (CRW) is responsible to commit the finances, personnel, equipment, and materials necessary to carry out this Emergency Response Plan (ERP) and ensure the availability of labor, equipment, and materials required to address:

- Emergency responses to emergencies described herein including implementation of the Incident Command System (ICS)
- Recovery and remediation responses after catastrophic events to return utility assets and facilities to normal working conditions.
- Distribution of drinking water to sustain critical infrastructure and life safety needs of residents/customers.
- Actions to prevent spills or releases of hazardous materials, oil, or related petroleum products from occurring that pose a risk to the public or the environment.
- Activities to expeditiously control or arrange for removal of any harmful quantity of hazardous materials, oil or related petroleum substances spilled or released by the utility.
- Implementation of planning, logistics, finance, business continuity, incident documentation, training, and prevention procedures described herein.

Priorities of the district will be in the following order:

1. Life Safety actions for employees and the public
2. Stabilizing Incident Response
3. Conserving Physical Assets
4. Mitigating Environmental Impacts

CRW will remain compliant with the National Incident Management System (NIMS) to guide our approach to emergency planning & operations. The General Manager and Senior Staff are responsible for assuming the primary management role during an incident and consequently have the authority to make decisions that directly or indirectly affect the utility during implementation of this ERP.

This plan will be reviewed annually for critical updates. A new comprehensive plan will be produced every five years. This plan is effective based on the approval of the General Manager, indicated by the signature below.

The signature of the General Manager below acknowledges the above statements and reflects the prioritization of the District's work to prepare, plan, mitigate, respond, and recover from emergencies, disasters, and catastrophic events.

Todd Heidgerken, General Manager, CRW

**CLACKAMAS RIVER WATER
RESOLUTION No. 02-2023**

**A RESOLUTION PROMULGATING CRW'S EMERGENCY
RESPONSE PLAN**

WHEREAS, Clackamas River Water (CRW), a domestic water supply district in the State of Oregon organized under ORS chapter 264, has prioritized emergency preparedness and response in its strategic plan.

WHEREAS, CRW understands the commitment to drinking water safety and access in disaster response to support our community.

WHEREAS, CRW has committed resources to the development and management of an emergency preparedness and response program, aligned with FEMA standards and led by an Emergency Manager.

WHEREAS, CRW is committed to meeting the Emergency Response Plan requirements in the 2018 American Water Infrastructure Act.

WHEREAS, CRW recognizes that to be eligible for grants and reimbursements from FEMA, its Emergency Response Plan must be formally adopted via a "Statement of Promulgation," signed by the General Manager. The Emergency Response Plan validated by FEMA is referred to in this resolution as the "ERP."

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

1. The CRW Board of Commissioners promulgates the ERP and directs the CRW General Manager to implement the ERP according to its terms.
2. CRW will commit the finances, personnel, equipment, and materials necessary to carry out the ERP and ensure the availability of labor, equipment, and materials required to address:
 - Emergency responses to emergencies described herein including implementation of the Incident Command System (ICS);
 - Recovery and remediation responses after catastrophic events to return CRW assets and facilities to normal working conditions;
 - Distribution of drinking water to sustain critical infrastructure and life safety needs of residents/customers;
 - Actions to prevent spill or releases of hazardous materials, oil, or related petroleum products from occurring that pose a risk to the public or the environment;
 - Activities to expeditiously control or arrange for removal of any harmful quantity

of hazardous materials, oil, or related petroleum substances spilled or released by CRW; and

- Implementation of planning, logistics, finance, business continuity, incident documentation, training, and prevention procedures described in the ERP.
3. The ERP priorities of CRW will be in the following order: (1) life safety actions for employees and the public; (2) stabilizing incident response; (3) conserving physical assets; and (4) mitigating environmental impacts.
 4. CRW will remain compliant with the guidance and doctrine to the maximum extent possible because these provide a baseline that facilitates both planning and execution.
 5. The ERP will be reviewed annually for critical updates, and a new comprehensive plan will be produced every five years.
 6. The CRW Board of Commissioners authorizes the CRW General Manager to sign all documents confirming promulgation of the ERP and these accompanying resolutions

ADOPTED by the Clackamas River Water Board of Commissioners this 13th day of October 2022.

Sherry French, President

Naomi Angier, Secretary

CLACKAMAS RIVER WATER

REGULAR BOARD MEETING

October 13, 2022

SUBJECT Consider Contract Award: Water Treatment Plant (WTP) Filter Valve Procurement, CIP 21-5282

DRAFT MOTION Move to award the WTP Filter Control Valves procurement contract to Ferguson Waterworks for the amount of \$744,813.69 and authorize the General Manager to sign the completed contract.

EFFECTIVE DATE October 13, 2022

PRINCIPAL STAFF PERSON Joseph D. Eskew PE – Engineering Manager

BOARD ACTION REQUESTED The Board is requested to authorize a procurement contract for \$744,813.69 to purchase the WTP Filter Control Valves.

DOCUMENTS ATTACHED Exhibit A: Budget Narrative

Agenda Summary

BACKGROUND This valve procurement is part of the WTP Valve Replacement project that was included in the adopted 2021-2023 Biennial Budget.

The project is an aging infrastructure improvement and is listed in the Facility Master Plan. The Water Treatment Plant (WTP) contains six filter basins. Each basin contains five process valves for a total of thirty valves. The process valves were installed when the basins were originally constructed; two basins in 1964, two basins in 1972 and two in 1991. This project seeks to replace the largest twenty-five valves and actuators for Basin 1 through 6. If this project is not completed, it is expected that eventual valve failure will occur, resulting in unplanned treatment plant down time and/or loss of capacity during repairs.

Due to current difficulties with manufacturing and delivery of waterworks parts, CRW staff chose to approach this project in two parts; first to pre-order and purchase the valves and actuators which have an estimated lead time of 32 weeks; and secondly, advertise and secure an installation contractor as the delivery date approaches. This will allow the contractors to bid the installation knowing the valves are available and to allow phased installation to minimize disruption to water production. Staff will return to the Board for construction contract award when an installation contractor has been selected.

ANALYSIS

This procurement is exempt from the competitive solicitation requirements of the Local Contract Review Board Rules, as determined from Section 110-012.f - Public Contract Exceptions and Exemptions; Special Procurements, which states the exemption for “Distribution and Treatment system related Equipment, Repair, Maintenance and Overhaul...”

Although exempt, staff requested and received quotes from two vendors. Shortly after bid submittal, one vendor withdrew their proposal leaving one proposal for evaluation. Upon review, the remaining proposal was determined to meet the District’s solicitation requirements.

The cost of the entire CIP project was budgeted at \$692,000 based on the preliminary estimate stated in the Facilities Plan plus a 15% contingency. Due to scope changes and unanticipated marketplace pressures, costs have escalated significantly. Staff has determined that this is a critical improvement, and it is in the best interest of the District to complete the project. Funds are available.

**STAFF
RECOMMENDATION**

Staff recommends that the procurement contract be awarded to Ferguson Waterworks in the amount of \$744,813.69.

EXHIBIT A

**CAPITAL IMPROVEMENT PROJECTS
DESCRIPTIONS
FY 2021-2023**

WTP Filter Valve Replacement

Purpose: To complete a valve replacement and rebuild project for all filter valves at the WTP to address leaking valves and replace aging equipment.

Analysis: This is an aging infrastructure improvement and is listed as a needed improvement in the draft Facility Master Plan. The WTP contains 6 filter basins. Each basin contains five process valves for a total of thirty valves. The process valves were installed when the basins were originally constructed; two basins in 1964, two basins in 1972 and two in 1991. This project seeks to replace the oldest ten valves and actuators for Basin 1 and 2. The remaining twenty valves for Basins 3 through 6 will be rebuilt and the actuators replaced. If this project is not completed, it is expected that eventual valve failure will occur with unplanned treatment plant down time and/or loss of capacity during repairs.

Description: Complete a valve improvement project for all filter valves. Address leaking valves and replace aging equipment.

FY 2021-22 Budget: \$ 692,000

FY 2022-23 Budget: \$ 0

FY 2021-2023 Total: \$ 692,000

REGULAR BOARD MEETING

October 13, 2022

SUBJECT Consider Approval of the Oregon Department of Transportation (ODOT) Utility Construction Agreement for Reimbursable Work

DRAFT MOTION	Move to Approve the ODOT Utility Construction Agreement for reimbursement for Water facility relocation and authorize the General Manager to sign the agreement.
EFFECTIVE DATE	October 13, 2022

PRINCIPAL STAFF PERSON Joseph D. Eskew PE – Engineering Manager

BOARD ACTION REQUESTED The Board is requested to authorize the reimbursement agreement with ODOT.

DOCUMENTS ATTACHED Exhibit A – Relocation Map
Exhibit B – ODOT Utility Construction Agreement - Work by Utility

Agenda Summary

BACKGROUND ODOT is preparing to contract for their OR213 (82nd Ave.): SE Foster to SE Thompson Rd. project. This project is a road surface and ADA upgrade of 82nd Avenue. The ODOT contract is scheduled to be bid in February 2023.

Where there is conflict between proposed ODOT project work and an existing utility facility, ODOT will instruct the utility to remove the conflict via relocation or other appropriate method. The cost of the relocation is considered reimbursable if the utility has prior rights to occupy that particular location, which can be for a number of specific reasons. If the utility is in existing ODOT Right of Way (ROW), then the cost for relocation is borne by the utility.

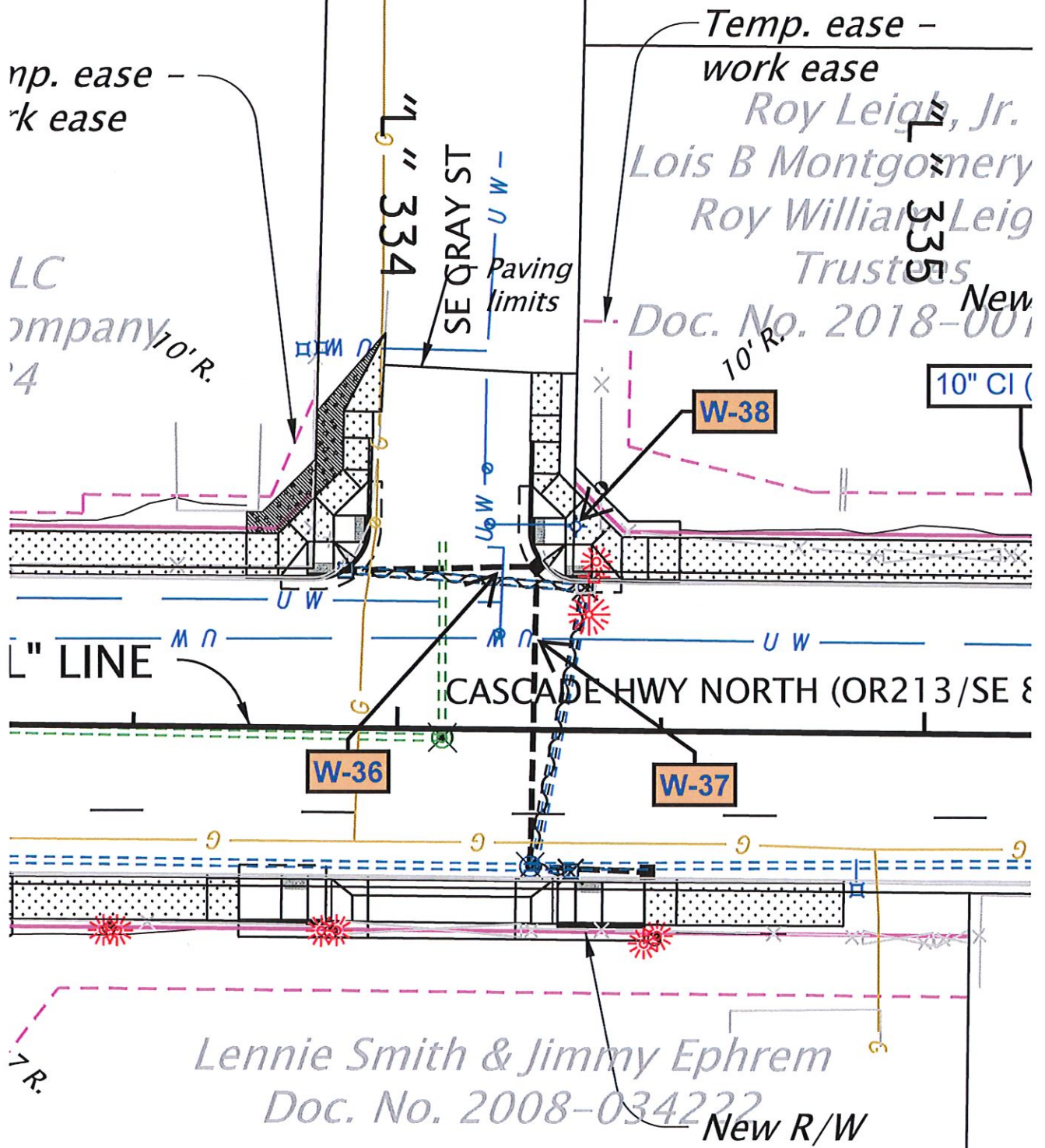
In this agreement, CRW staff will relocate a fire hydrant that is in Clackamas County ROW to make room for an ADA ramp in new ODOT ROW acquired for the construction. Since we currently occupy County ROW, ODOT has determined that the cost of the relocation is reimbursable. The agreement contains an estimate to design and construct the hydrant relocation by CRW, but the agreement is a Time and Materials agreement so we will collect based on documentation to be submitted with the invoice. CRW will be paid for the actual costs. Since this is an ODOT project, other rules apply (such as Buy American, etc.).

Legal has reviewed the draft agreement and found no issues.

**STAFF
RECOMMENDATION**

Staff recommends approval and signature of the ODOT Agreement.

Exhibit A



Temp. ease -
work ease

Utility Construction Agreement Work by Utility – State Cost		Utility Name and Address Clackamas River Water 16770 SE 82 nd Dr. Clackamas, OR 97015
Key Number 21177	Region 1	Project Title/Location OR213 (82 nd Ave): SE Foster to SE Thompson Rd.
Highway/Roadway OR213	Milepoint/location 82 nd Ave	

This Utility Construction Agreement is made and entered into between the Oregon Department of Transportation (“STATE” or “ODOT”) and Clackamas River Water (“UTILITY”), a governmental entity, each herein referred to individually as “Party” or both collectively as “Parties”.

RECITALS

1. The STATE is planning the construction or improvement of the Highway as shown above for the identified STATE project (“State Project”), and in connection therewith, it is necessary to remove, relocate and construct certain UTILITY facilities (“Work”). The Work includes all materials, equipment, labor, contract administration and any other effort required to perform the relocation, construction, and removal of the UTILITY’s facilities. The work will be further defined in the Approved Relocation Plan referenced in Section 1.1 of this Agreement.
2. The Highway is a state highway under the jurisdiction and control of the Oregon Transportation Commission.
3. The State notified UTILITY that its facilities were in conflict with the STATE Project and instructed the UTILITY to relocate its facilities, pursuant to ORS 366.321. The locations of the UTILITY’s facilities are attached hereto and incorporated herein as Exhibit A (“Conflict Letter and Matrix”).
4. Pursuant to ORS 366.321, the STATE is responsible for the cost of the Work affecting the UTILITY’s facilities when the UTILITY has a documented ownership or interest in real property, such as an easement, fee title, or a judgment of prescriptive rights issued by a court of competent jurisdiction attached hereto and incorporated here in as Exhibit E (“Documented Ownership Interest”), which is impacted by the STATE project.
5. It is deemed to be in the public interest for the UTILITY to perform the relocation, removal, or construction of its facilities.
6. Pursuant to Oregon Revised Statutes(ORS) 190.110, ORS 366.205 and ORS 366.400, STATE may enter into contracts deemed necessary for the construction, maintenance, operation, improvement or betterment of highways or for the accomplishment of the purposes of ORS 366. UTILITY represents that it is a unit of local government for purposes of ORS 190.110.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

1.0 CONSTRUCTION, INSPECTION, AND ACCEPTANCE

- 1.1 The UTILITY shall perform the WORK identified in Recitals Paragraph 1 in accordance with all applicable laws, permits, ordinances, rules and regulations and in accordance with a relocation plan approved by the STATE (“Approved Relocation Plan”). Upon executing this Agreement, UTILITY shall develop and submit to the STATE the Relocation Plan. Upon the STATE’S approval of the Relocation Plan, the Parties agree that the Approved Relocation Plan shall be attached to this Agreement as Exhibit B and incorporated herein by this reference.
- 1.2 UTILITY shall furnish the labor, materials, equipment, and tools required for performance of the Work.

1.3 UTILITY shall complete the WORK in accordance with, and by the dates specified in a notice ("Time Requirement Letter") that ODOT's Engineer issues to UTILITY. The Engineer will issue the Time Requirement Letter subsequent to the execution of this agreement, and upon issuance, the Parties agree to attach hereto and incorporate herein as Exhibit C.

1.4 The State shall reimburse UTILITY for all work performed at locations upon which the UTILITY has a Documented Ownership Interest, in accordance with Section 4 of this agreement and the Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects* ("Program Guide"). The Program Guide shall determine and establish the definitions and applicable standards and payments under this Agreement. By this reference the Program Guide, including the definitions, process, and standards outlined within, is adopted and made a part of this Agreement as if fully contained herein. The Program Guide is available at:

<https://www.fhwa.dot.gov/reports/utilquid/index.cfm>

1.5 Betterment: A "betterment" is any improvement to the UTILITY's facilities not required by code, statute, regulation, standard industry practice, or any other applicable law. If any of the Work constitutes a betterment as defined in the Program Guide, the UTILITY is solely responsible for the costs of such improvement.

1.6 Accrued Depreciation: Accrued depreciation may be applied to any of the UTILITY's major facilities, such as a building, pump station, power plant, etc. Accrued depreciation shall not apply to the UTILITY's primary facilities, such as pipelines, conductors, poles, cable, conduit, etc. If any UTILITY facility does qualify for an adjustment due to accrued depreciation as defined in Program Guide, the costs are calculated according to the formula in the Program Guide and the result is shown as a cost that the UTILITY is responsible for ("Utility Cost") in Exhibit D Cost Estimate, as referenced in Section 4.1 of this Agreement.

1.7 If the UTILITY is not adequately staffed or equipped to perform all the Work required herein, the UTILITY may have all or part of this Work done by a contract let by the UTILITY, as follows:

1.7.1 Before contracting out any Work, the UTILITY shall obtain written authorization from the STATE, and the STATE may require the UTILITY to advertise and solicit bids for the contract Work.

1.7.2 If the STATE requires the Work to be advertised and bid, the UTILITY shall provide a copy of all bid documents to the STATE fourteen (14) calendar days prior to the UTILITY advertisement date, for STATE comment.

1.7.3 The UTILITY shall notify the STATE at least seven (7) working days in advance of the location and time of the bid opening so that a STATE representative may attend the bid opening.

1.7.4 The UTILITY shall supply a copy of the three lowest bids with itemized bid amounts to the STATE within seven (7) calendar days of bid opening. UTILITY shall obtain written authorization from the STATE to award the UTILITY contract.

1.7.5 If the UTILITY elects to use other than the lowest bid contractor, the UTILITY shall provide written justification to the STATE for the use of that contractor and bid price. The STATE shall review the UTILITY's written justification, and if the STATE does not agree therewith and the UTILITY awards the bid to other than the lowest bid contractor, the UTILITY shall be responsible for the cost difference between the amount of the lowest bid and the amount of the awarded contract.

1.8 If the UTILITY desires to have the Work performed under an existing contract between UTILITY and a contractor, the STATE may require the UTILITY to provide the STATE with a copy of the contract for the STATE's written approval of the contractor and contract charges. If STATE requests the UTILITY contract, UTILITY shall provide said contract within seven (7) working days.

1.9 The Parties agree that nothing in the STATE's approval of a UTILITY contractor or bid shall be for the benefit of the UTILITY; all such approvals shall be solely for the benefit of the STATE and shall not establish a contractual relationship among the STATE, the UTILITY, and the UTILITY's contractor.

1.10 All of the UTILITY's work, construction procedures, materials, and utility installation, as provided under this Agreement, shall be subject to STATE inspection for solely the benefit of the STATE's payment, and STATE project. The UTILITY shall promptly notify the STATE in writing when the Work is completed. The STATE shall

inspect the Work for compliance with the Exhibits attached to this Agreement. The STATE will notify the UTILITY in writing of any non-compliance that would impact the STATE's payment, or STATE project. The UTILITY agrees to make the necessary changes to satisfy the STATE requirements or adjust the invoice. The STATE's inspection shall not reduce or modify the UTILITY's responsibility for the Work.

- 1.11 UTILITY agrees that, upon completion of the Work, UTILITY shall be solely responsible for all future ownership, operation and maintenance costs of its facilities, without STATE liability or expense.

2.0 AUTHORITY TO BEGIN WORK AND WORK SCHEDULE

- 2.1 The UTILITY agrees not to begin Work until the STATE has provided written notice to proceed ("Notice to Proceed") authorizing the UTILITY to begin that Work. The STATE is not obligated to reimburse the UTILITY for any Work performed before the date of the Notice to Proceed. Depending on the Work and the terms of the Exhibit B Approved Relocation Plan, the Notice to Proceed may include, but is not limited to a Notice to Proceed for: Preliminary Engineering, Construction, Competitive Bidding, Award and Construction, Purchase of Materials.

Initial (Utility): _____

- 2.2 The UTILITY agrees to schedule and perform the Work in such manner so as not to delay or interfere with the performance of the STATE's project. The UTILITY shall be responsible for any costs resulting from delay of, or interference with, the STATE's project, to the extent the delay or interference is attributable to the UTILITY or the UTILITY's contractor. Any mutually agreed conditions or requirements for avoidance of delay of, or interference with, the STATE's project are included in the Exhibit C, Time Requirement Letter.

3.0 COMPLIANCE

- 3.1 The UTILITY agrees to comply with all applicable requirements of the STATE in accordance with the Utilities Accommodation Policy, OAR 734-055, and amendments thereto, and said policy and amendments are hereby incorporated in and made a part of this Agreement as if fully set forth herein.
- 3.2 The UTILITY agrees to comply with all applicable laws and environmental requirements of any agency with jurisdiction over the location of the Work and is responsible for obtaining any necessary environmental permits required in order to perform the Work.
- 3.3 The UTILITY agrees to obtain and comply with any other permits from any agency with jurisdiction over the location of the Work that are required for performance of the Work.

4.0 PAYMENT

- 4.1 The STATE is responsible for the cost of the Work, excluding all betterment work, for the UTILITY's facilities that are located pursuant to a Documented Ownership Interest which are impacted by the STATE project, not to exceed the total cost estimate set forth in Exhibit D, Cost Estimate, attached hereto and incorporated herein by reference. The Cost Estimate may be amended, as described in Section 5.1 below, to incorporate a Cost Estimate for each Notice to Proceed.
- 4.2 The STATE, in consideration of the faithful performance of the Work by the UTILITY, agrees to reimburse the UTILITY for the actual cost of the Work, excluding all betterment work, the total cost of which shall not exceed the amount detailed in the Exhibit D Cost Estimate. The UTILITY agrees to invoice the STATE and provide supporting documentation for all charges, and the STATE agrees to pay the UTILITY within forty-five (45) calendar days of the STATE'S approval of an invoice and all required supporting documentation. Payments shall not be more frequent than one per month. A partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of final invoice, the Parties will resolve any discrepancies.
- 4.3 The UTILITY shall submit a final invoice, with all required supporting documentation to the STATE within one hundred and twenty (120) calendar days following completion of the Work. In the event that the final invoice reveals an overpayment to the UTILITY, the UTILITY agrees to refund such overpayment to the STATE within thirty (30) calendar days after written notification.

Initial (Utility): _____

5.0 CHANGE IN WORK OR COST INCREASE

5.1 The Parties agree that should unforeseen conditions or circumstances require additional or changes in Work from what Exhibit B provide, or increases in costs above the Exhibit D Cost Estimate, an Amendment to this Agreement is required. If the additional or change in Work must be immediately performed in order to avoid project schedule delays or to avoid additional project costs, the STATE Representative identified in this agreement may authorize such additional or change in Work and increased costs in advance of formal Amendment execution; provided that, (a) the cost of such additional Work does not exceed \$50,000, (b) the UTILITY submits to the STATE a written description of the additional or change in Work and the additional cost estimate, (c) the STATE Regional STIP Coordinator verifies that funds are available within the project budget to cover the additional costs. Once the Regional STIP Coordinator verifies the funds, the STATE Representative shall provide the UTILITY with a written authorization. The STATE Representative's written authorization shall be subject to all the terms and conditions of this Agreement. The State will not reimburse UTILITY for any costs above the Exhibit D Cost Estimate until an Amendment has been executed.

Initial (Utility): _____

5.2 Should it be necessary to modify Exhibit B, Approved Relocation Plans, the UTILITY agrees to immediately notify the STATE of all proposed changes, and the STATE agrees to provide written notice of its acceptance or rejection of the change(s), in writing, within fourteen (14) calendar days. The changes will not become final and the STATE will not reimburse UTILITY for WORK performed pursuant to the changes to the Approved Relocation Plans until the Parties execute an Amendment to this Agreement.

6.0 PERMIT

6.1 The UTILITY shall apply for a permit for those new or modified UTILITY facilities that will be located within the right of way of the applicable State, County, or City. After receiving the application, the STATE will issue the UTILITY a permit.

7.0 GENERAL PROVISIONS

7.1 This agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. 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 the STATE to enforce any provision of this Agreement shall not constitute a waiver by the STATE of that or any other provision.

7.2 UTILITY shall indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the UTILITY or any of the officers, agents, employees or contractors of the Utility. It is the specific intention of the Parties that the STATE shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the STATE, be indemnified by the UTILITY from and against any and all Claims.

Neither the UTILITY nor any attorney engaged by the UTILITY shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that UTILITY is prohibited from defending the State of Oregon, or that UTILITY is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against the UTILITY if the State of Oregon elects to assume its own defense.

7.3 If UTILITY enters into a construction contract for performance of work on the Project, then UTILITY will require its contractor to provide the following:

- 7.3.1 To the fullest extent permitted by law and except to the extent otherwise void under ORS 30.140, Contractor shall indemnify, defend and hold harmless STATE from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under the resulting contract. Any such indemnification shall also provide that neither the contractor nor any attorney engaged by the contractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that contractor is prohibited from defending the State of Oregon, or that contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against the contractor if the State of Oregon elects to assume its own defense.
- 7.3.2 Contractor and UTILITY shall name STATE as a third party beneficiary of the resulting contract.
- 7.3.3 Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to STATE. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$ 1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$ 2,000,000.
- 7.3.4 Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.
- 7.3.5 Additional Insured. The liability insurance coverage will include STATE and its divisions, officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under the contract. Coverage will be primary and non-contributory with any other insurance and self-insurance.
- 7.3.6 Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor's or its insurer(s) to STATE. Any failure to comply with the reporting provisions of this clause will constitute a material breach of the resulting contract and will be grounds for immediate termination of the resulting contract and this Agreement.

7.4 Amendments: This Agreement may be amended by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless put in writing and signed by persons authorized to bind each of the Parties.

7.5 Audits and Records: During the progress of the Work and for a period of not less than six (6) years from the date of final payment or termination of this Agreement, whichever is later. The UTILITY shall maintain the records and accounts pertaining to the Work and shall make them available during normal business hours and as often as necessary, for inspection and audit by the STATE, State of Oregon, or Federal Government and copies of all records, accounts, documents or other data pertaining to the Work will be furnished upon request. The requesting Party shall pay the cost of copies produced. If any litigation, claim or audit is commenced, the records and accounts along with supporting documentation shall be retained until any litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the six-year retention period.

7.6 Calendar Days: Calendar days for this Agreement are defined as any day shown on the calendar, beginning and ending at midnight, excluding work performed on Saturday or Oregon State holidays specified in ORS 279C.540.

7.7 Term: The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the WORK, as detailed in the Approved Relocation Plan, and final payment to UTILITY from the STATE or five (5) calendar years following the date all required signatures are obtained, whichever is sooner.

7.8 Termination:

7.8.1 This Agreement may be terminated by mutual written consent of both Parties.

7.8.2 This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.

7.8.3 STATE may terminate this Agreement effective upon delivery of written notice to UTILITY, or at such later date as may be established by STATE, under any of the following conditions:

7.8.3.1 If UTILITY fails to provide Work called for by this Agreement within the time specified herein or any extension thereof.

7.8.3.2 If UTILITY fails to perform any of the other provisions of this Agreement, or so fails to pursue the Work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from STATE fails to correct such failures within ten (10) days or such longer period as STATE may authorize.

7.8.3.3 If STATE fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow STATE, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

7.8.3.4 If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or STATE is prohibited from paying for such work from the planned funding source.

7.8.4 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7.9 Worker's Compensation: All employers, including UTILITY, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS [656.017](#) and provide the required Workers' Compensation coverage unless such employers are exempt under ORS [656.126](#). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. UTILITY shall ensure that each of its contractors complies with these requirements.

7.10 Compliance with Law: UTILITY shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) and [279B.270](#) incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, UTILITY expressly agrees to comply with (i) [Title VI of Civil Rights Act of 1964](#); (ii) [Title V and Section 504 of the Rehabilitation Act of 1973](#); (iii) the [Americans with Disabilities Act of 1990](#) and ORS [659A.142](#); (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

7.11 ADA:

a. **When the UTILITY performs work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:**

i. Utilize ODOT standards to assess and ensure that the WORK complies with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;

- ii. Follow ODOT's processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
- iii. At WORK completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to the STATE'S Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the WORK. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>.

- b. UTILITY shall ensure that temporary pedestrian routes are provided through or around any work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. UTILITY shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction.

- 7.12 Default: If either party defaults by failing to perform any act required of it under this Agreement, the non-defaulting Party may exercise any legal rights or remedies available to it.

Should the UTILITY fail to perform the WORK in accordance with the terms of this Agreement, STATE may perform the work and UTILITY will be responsible for all costs incurred by STATE above the Cost Estimate. Should UTILITY'S failure to perform the WORK in accordance with the terms of this Agreement cause a delay to the State Project and thereby result in the STATE paying extra compensation to its contractors as a result of that delay, UTILITY shall be liable to STATE for the payment amount paid to the STATE'S contractor that STATE incurred as a direct result of UTILITY'S failure to comply with this Agreement.

- 7.13 Dispute Resolution: The parties shall attempt to resolve any disputes arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

- 7.14 Authorized Parties: The STATE and UTILITY represent to the other that (i) each has the full right, power and authority to execute this Agreement and perform their respective obligations under this Agreement, and (ii) the execution and delivery of this Agreement has been duly authorized, and no further action or approval is required to cause this Agreement to be valid, binding and enforceable against the respective party in accordance with its terms.

- 7.15 Counterparts: This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

UTILITY

By _____

Printed Name _____

Title _____

Date _____

Utility Contact:

Todd Heidgerken, General Manager
16770 SE 82nd Dr.
Clackamas, OR 97015
(503) 722-9250
ieskew@crwater.com

**OREGON DEPARTMENT OF
TRANSPORTATION**

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

State Contact:

Nicole Frankl, State Utility Liaison
ODOT – Technical Services
4040 Fairview Ind. Drive SE MS#2
Salem OR 97302
(503) 385-6594
UtilityandRailProgra@odot.oregon.gov

EXHIBIT A – Conflict Letter & Matrix



July 6, 2020

Clackamas River Water
16770 SE 82nd Avenue,
Clackamas, OR 97015

Subject: Conflict Letter with Reimbursable Work
OR213 (82nd Ave): SE Foster Rd - SE Thompson Rd
Cascade Highway North No. 68
Multnomah and Clackamas Counties, Oregon
Key Number: K21177

Attention: Joseph Eskew

MurraySmith, Inc has been retained by the Oregon Department of Transportation (ODOT) to provide design engineering services during the design phase of the subject project located in Portland, Oregon and unincorporated Clackamas County.

Bids will be received for the above named project on Thursday, September 30, 2021. Facilities owned by your company conflict with the construction of this project and should be relocated or adjusted before construction begins. Please refer to the enclosed preliminary plan sheet(s) that note and highlight the conflicting facilities.

Facilities noted as "potential conflict" are assumed to be in conflict and are required to be relocated within the schedule listed below until further investigation can positively rule out the conflict. We ask your cooperation to further investigate any potential conflicts by having your company pothole the sites to determine the exact depth and horizontal location as soon as possible.

The conflicting facilities are located on both public right of way and private property. Your company will be reimbursed for the cost of relocating those facilities shown to have a compensable property right, or prior rights.

Your company must provide evidence, such as easements, fee title, "X" permit, or service agreement to verify your company's eligibility for reimbursement. Reimbursement will be in accordance with the provisions of the Code of Federal Regulations, 23 CFR 645A, which can be viewed at the following website: www.fhwa.dot.gov/reports/utilguid/.

The list of conflicts may not be complete. Your company should review the project plans for completeness and accuracy, and contact me immediately with any errors or omissions. Timely communications and coordination is critical to keeping the project on schedule so your assistance and cooperation is greatly appreciated.

The conflicting facilities must be completely relocated or adjusted by Thursday, September 30, 2021, so as not to delay the construction of the project.

EXHIBIT A – Conflict Letter & Matrix (Cont.)

Conflict Letter with Reimbursable Work

If your company cannot comply with the above completion date, you must contact me immediately to obtain written agreement on a revised relocation schedule. No changes can be made to the relocation schedule after Friday, February 19, 2021. The relocation schedule will be specified in the project contract documents and your company will be responsible to meet the schedule. Your company may be held responsible for any delay claims that are caused by your company's failure to meet the specified relocation schedule(s).

All reimbursable relocations must comply with 23 CFR 635.410 Buy America. If your company has any questions or concerns, or is unable to acquire materials compliant with the Buy America Program, please contact the State Utility Liaison at 503-986-3658.

PLEASE NOTE: PRELIMINARY ENGINEERING AND/OR CONSTRUCTION WORK CANNOT BEGIN UNTIL YOU RECEIVE WRITTEN AUTHORIZATION TO PROCEED FROM THE STATE UTILITY LIAISON. ANY WORK COMPLETED PRIOR TO THE AUTHORIZATION WILL NOT BE REIMBURSED.

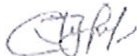
Your company is required to complete the attached "Reimbursement Information Form" (RIF), provide written evidence of property right, provide a detailed cost estimate for preliminary engineering and later for construction and construction engineering, and sign the utility agreement that will be provided once the above information is provided. You will receive a written "Notice to Proceed" only after all documentation has been submitted.

The completed RIF, written evidence of a property right, and detailed cost estimate may be sent via mail, electronically or by fax to:

ATTN: Dasha Hurskaya
888 SW 5th Avenue, Suite 1170
Portland, OR 97204
dasha.hurskaya@murraysmith.us

For questions regarding this notification and its requirements, please call me at 503-546-0382.

Sincerely,

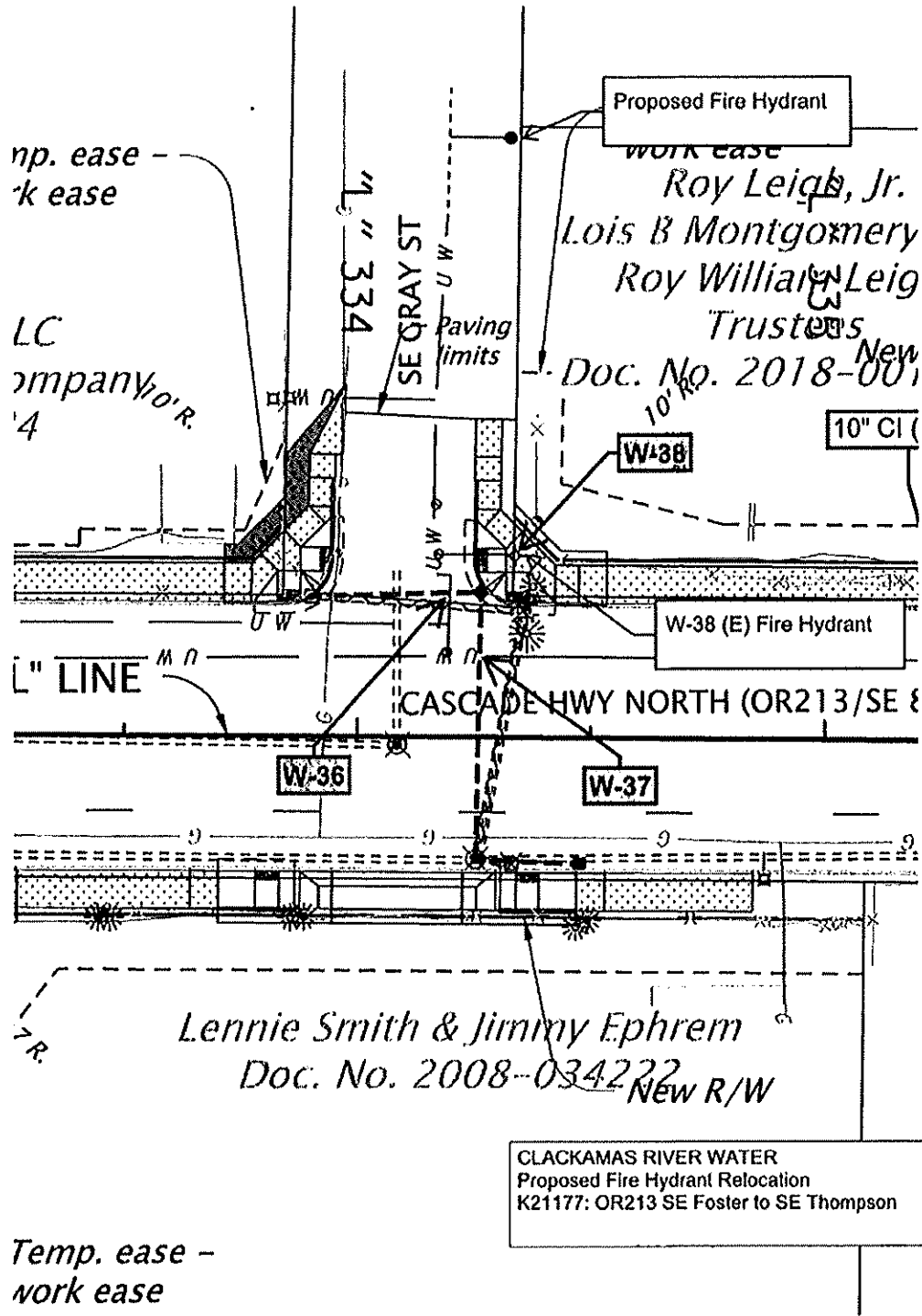


Dasha Hurskaya, E.I. Utility Coordinator

Attachment: Plans Sheet(s) A01, C13-C17, Conflict List

CC: Tammy Saldivar, State Utility and Rail Liaison (UtilityandRailProgra@odot.state.or.us)
Stephanie Turner, Project Manager
Justin Brandon, Region 1 Utilities Specialist
James Bailey, Permit Specialist

EXHIBIT B – Approved Relocation Plan



CLACKAMAS RIVER WATER
 Proposed Fire Hydrant Relocation
 K21177: OR213 SE Foster to SE Thompson

EXHIBIT C – Time Requirement Letter

To Be Added in the future

EXHIBIT D – Cost Estimate

OR213 (82nd Ave): SE Foster to SE Thompson Rd.
K21177

Clackamas River Water

W-38 82nd at Gray - Relocate FH

FH Relocation (In-house Construction)	\$23,463.69
Construction Contingency @ 20%	\$4,692.74
	\$28,156.43

In House Engineering	\$4,893.00
Engineering Contingency @ 20%	\$978.60
	\$5,871.60

Total	\$34,028.03
(Revised 8/17/2022)	

EXHIBIT D – Cost Estimate (Cont.)

JOB COST FORM - Large Parts		CLACKAMAS RIVER WATER	
		7/28/2022	Processing Information
Work Order #:		JCF completed by:	Jon Sleight
Program#:		Reviewed by:	
Location: S.E. Corner of SE Gray St & SE 82nd Ave			

Comments or Tasks Completed		Misc. Billing Info		Inventory Used?		Y / N							
Scope of work includes permitting, traffic control, excavation for installation of new fire hydrant assembly & abandonment of existing fire hydrant assembly, backfill, and right of way restoration.		Company		Hours	Cost								
		Name		Labor	44.00	\$2,841.92							
		Address		Contract Work		\$14,900.00							
		City, State		Equipment		\$1,005.00							
		Phone		Inventory		\$2,453.47							
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Meter Number</td> <td>Reading</td> </tr> <tr> <td>Old</td> <td></td> </tr> <tr> <td>New</td> <td></td> </tr> </table>		Meter Number	Reading	Old		New		Fax		Non-Inventory		\$0.00	
Meter Number	Reading												
Old													
New													
		Witnesses		Overhead		\$2,483.30							
				Total Cost		\$23,463.69							

Loaded Labor Rates				
Employee	Reg Hrs	OT Hrs	Rate	Cost
Farlan, Gary			\$ 53.08	\$ -
Foxworthy, Reeso			\$ 46.04	\$ -
Marchant, Jeremy	12		\$ 54.19	\$650.28
Nysoth, Josh			\$ 52.51	\$ -
Peters, Jed	14		\$ 65.82	\$921.48
Puustinen, Paul			\$ 49.21	\$ -
Sandberg, Shawn	12		\$ 55.94	\$671.28
Sleight, Jon			\$ 71.75	\$ -
Sonnen, Brody			\$ 33.59	\$ -
Yancey, Kyle	6		\$ 66.48	\$398.88
Young, JR			\$ 64.73	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ 18.75	\$ -
Seasonal Help				
Contract Work		Rate		
Traffic Control		\$3,800.00		\$ -
Hydro Excavation		\$2,100.00		\$ -
Paving		\$5,000.00		\$ -
Hot Tap		\$4,000.00		\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Non-Inventory	Unit	Qty	Rate	Cost
Spoils	yd		\$ 12.00	\$ -
Gravel	yd		\$ 31.25	\$ -
Cold mix	yd		\$182.15	\$ -

Veh #	Equipment	Hrs	Cost
<i>Pickups / Service Trucks</i>			
4405	02 F350 Valve Maintenance		\$ -
07-300	07 F350 Motor Truck		\$ -
15-200	15 Toyota Tacoma		\$ -
16-400	15 Toyota Tacoma Cust Svc		\$ -
15-600	15 Toyota Tacoma		\$ -
15-600	16 Freightliner M2 106	10	\$ 500.00
17-100	17 F650 Hydrant Maintenance		\$ -
18-100	18 F150 4X4 Field Support		\$ -
18-200	18 F550 Valve Maintenance		\$ -
20-200	20 F150 4X4		\$ -
21-200	21 Toyota Tacoma Cust Svc		\$ -
21-300	21 F550 2 yd Dump Bed		\$ -
<i>Dump Trucks</i>			
2200	84 GMC 5 yd Dump		\$ -
2300	88 Freightliner 10 yd Dump		\$ -
2400	20 Freightliner 5 yd Dump	6	\$ 300.00
2500	21 Freightliner 12 yd Dump		\$ -
<i>Miscellaneous Tools</i>			
1270	00 Vac Tron Vacuum		\$ -
07-1000	08 Yanmar Excavator		\$ -
18-003	Husqvarna FS 6000 38" Saw		\$ -
F19	Toyota Forklift		\$ -
20-1000	20 John Deere 410L Backhoe	2	\$ 100.00
<i>Trailers</i>			
201	92 Trailmax T-40TD		\$ -
300	02 Trailmax T-40TD		\$ -
400	01 Trailmax T-12UR		\$ -
500	17 Trailmax T-16-T		\$ -
202	91 Eagerbeaver Shoring	3	\$ 105.00
E-300	Light Plant, Terex		
E-400	17 PC Messago Board		
E-500	17 PC Messago Board		

EXHIBIT D – Cost Estimate (Cont.)



JOB COST FORM - Engineering

Processing Information	
JCF completed by:	Joseph D Eskew
Reviewed by:	
Date:	8/17/2022
Project No.:	5249

Project Name:	K21177 - OR213 (82nd Ave.): SE Foster Rd to SE Thompson Rd.
Location:	Gray St at 82nd Ave.

Contact Information		Labor hours and loaded costs		Hours	Dollars
Company	CRW	Permitting (0514)		0.00	\$0.00
Name		Engineering (0521)		46.00	\$3,108.00
Address		Project Administration (0520)		6.00	\$490.00
City, State Zip		Construction Management/Inspection (0524)		0.00	\$0.00
Phone		In House Construction (0525)		0.00	\$0.00
Email		Post Construction (0531)		0.00	\$0.00
Responsible Party	Owner	CRW Overhead		52.00	\$4,895.00
	Representative	Estimated Deposit			\$4,893.00

Comments and Tasks
<p>Scope: Design and drafting for FH relocation.</p> <p>Water Services: N/A</p> <p>Project Administration: Coordinating all in-house staff, communications, etc.</p> <p>Design/Drafting/ACAD/GIS/Survey: Preparation of plans, communications, preparation of estimates, etc.</p> <p>Construction Management/Inspection: All meetings, construction submittal review, inspections, reports and administrative support to ensure the work constructed to appropriate standards during construction.</p> <p>Post Construction: N/A</p>

Permitting (0514)		
	Reg Hrs	OT Hrs
Chief Engineer		
Engineering Manager		
Engineering Associate		
Engineering Tech		
Drafting		
Engineering (0521)		
	Reg Hrs	OT Hrs
Chief Engineer	2.0	
Engineering Manager	16.0	
Engineering Associate		
Engineering Tech	4.0	
Drafting	16.0	
Operations Supervisor		
Operations Crew	8.0	
Project Administration (0520)		
	Reg Hrs	OT Hrs
Chief Engineer	2.0	
Engineering Manager	2.0	
Engineering Associate		
Engineering Tech		
Admin	2.0	
Legal		

Construction Management/Inspection (0524)		
	Reg Hrs	OT Hrs
Chief Engineer		
Engineering Manager		
Engineering Associate		
Engineering Tech		
Field Representative		
Operations Supervisor		
Operations Crew		
In House Construction Management/Inspection (0525)		
	Reg Hrs	OT Hrs
Chief Engineer		
Engineering Manager		
Engineering Associate		
Engineering Tech		
Drafting		
Operations Supervisor		
Operations Crew		
Post Construction (0531)		
	Reg Hrs	OT Hrs
Chief Engineer		
Engineering Manager		
Field Representative		
Drafting		

A Deposit equal to the estimate is required. A refund or additional bill will be sent depending on the actual costs for the project.

EXHIBIT E – Documented Ownership Interest

Reimbursement Certification Form

PROJECT NAME: OR213 (82nd Ave): SE Foster Rd – SE Thompson Rd
ODOT KEY NO.: K21177

I, Dan Ebbighausen, am the Utility Coordinator, for Murraysmith. I have field inspected the utility facilities to be relocated or adjusted on the above captioned project. From this field inspection, I have determined to the best of my ability, that such utility facilities owned by Clackamas River Water, to be relocated or adjusted for which we are requesting reimbursement, are located as follows:

- 0% on private property by easement or service agreement
- 0% on City Street right-of-way
- 100% on County Road right-of-way
- 0% on State Highway right-of-way
- 0% on State Hwy Routed over City Street
- 0% on Sovereign Nation

Reimbursement is requested on the following basis:

- Private property by right of: easement, prescription, estoppel,
- Private property by right of: service agreement
- City facility located on City Street right of way
- City facility located on State Hwy routed over City Street (Per ORS 373.020)
- Utility facility located on State Highway right of way by 'X' Permit. 'X' Permit No. _____
- State Park Utility facility located on State Highway right of way prior to May 20, 1980.
- Utility facility located within a Sovereign Nation.
- Pursuant to the provisions of ORS 366.321 as described below:
 - State highway project where municipal corporation, district or authority established under ORS 264, 450, 451, 523 or 545 is located in or on public right of way, other than state highway. Utility is established under ORS 264.
(Chapter No.)
 - Municipal corporation, district or authority established under ORS 264, 450, 451, 523 or 545, originally located in or on state highway right of way prior to becoming state highway, and without a permit.
State Highway No. _____ established on: _____
(Hwy No) (Date)
Utility established under ORS _____ and originally installed on: _____
(Chapter No) (Date)

(Signature) Dan Ebbighausen, Civil Engineer
(Printed Name & Title)

August 12, 2022
(Date)

REGULAR BOARD MEETING

October 13, 2022

SUBJECT Consider Approval of the ODOT Add-Work Letter Agreement for Non-Reimbursable Work

DRAFT MOTION	Move to Approve the ODOT Add-Work Agreement for Water facility adjustment and authorize the General Manager to sign the agreement.
EFFECTIVE DATE	October 13, 2022

PRINCIPAL STAFF PERSON Joseph D. Eskew PE – Engineering Manager

BOARD ACTION REQUESTED The Board is requested to authorize the Add-Work agreement with ODOT.

DOCUMENTS ATTACHED Exhibit A – ODOT Add Work Letter Agreement

Agenda Summary

BACKGROUND ODOT is preparing to contract for their OR213 (82nd Ave.): SE Foster to SE Thompson Rd. project. This project is a road surface and ADA upgrade of 82nd Avenue. The ODOT contract is scheduled to be bid in February 2023.

Where there is conflict between proposed ODOT project work and an existing utility facility, ODOT will instruct the utility to remove the conflict via relocation or other appropriate method. The cost of the relocation is considered reimbursable if the utility has prior rights to occupy that particular location, which can be for a number of specific reasons. If the utility is in existing ODOT Right of Way (ROW) then the cost for relocation is borne by the utility.

Add work agreements are common and allow the utility to prepay for work that ODOT’s contractor will perform to our benefit. This agreement is for valve box adjustments during pavement overlay within CRW District boundary.

Legal has reviewed the agreement and found no issues.

STAFF RECOMMENDATION Staff recommends approval and signature of the ODOT Agreement.

Exhibit A



Oregon

Kate Brown, Governor

Department of Transportation
Right of Way Section
4040 Fairview industrial Drive SE,
MS#2
Salem, OR 97302-1142
Phone: (503) 986-3600
Fax: (503) 986-3625

September 21, 2022

Clackamas River Water
Attn: Joseph Eskew
16770 SE 82nd Drive
Clackamas OR 97015-2439

SUBJECT: Add Work Letter Agreement
PROJECT: OR213(82nd Ave): SE Foster Rd-SE Thompson Rd
KEY#: 21177

Dear Mr. :

This letter serves as an agreement between Clackamas River Water and the Oregon Department of Transportation (ODOT) for utility relocation work that is to be added to the above titled Oregon Transportation Commission project. This agreement sets forth the provisions for including utility work into the ODOT project.

For the utility work to be included in the above mentioned project, Clackamas River Water will be responsible for paying 100% of the relocation/installation costs. Clackamas River Water requested to add the work to the contract by email dated, September 13, 2022.

The estimated cost to accommodate Clackamas River Water relocation work is shown below:

Item Description	Item Code	Unit	Quantity	Estimated Unit Price	Cost
ADJUSTING BOXES/VALVES	0490-0100000E	EACH	4	\$750.00	\$3,000.00
Total					\$

With regard to the payment of funds, the Oregon Constitution states that the revenue collected from taxes on motor vehicle use and fuel are used exclusively for highway purposes. Highway trust funds cannot be utilized for non-highway purposes, i.e., non-reimbursable utility work. Therefore, funds covering the cost of non-highway construction must be deposited with the agency administering the highway construction contract in advance of the actual construction. Since ODOT will administer the contract for this project, Clackamas River Water will be required to make a deposit of monies to ODOT for the non-reimbursable work included in the contract.

All work added to the project will comply with Buy America requirements as described in Section 00160.20 of the Oregon Standard Specifications for Construction http://www.oregon.gov/ODOT/Business/Pages/Standard_Specifications.aspx. Should Clackamas River Water supply materials to the ODOT contractor, those materials will also comply with Buy America requirements.

At this time, no payment of funds is due. ODOT's Program and Funding Services section will send a letter, prior to the bid opening, requesting the above stated payment. Please note that the bid costs could vary substantially from the estimated costs. **You should be advised that the execution of this agreement means that the non-reimbursable utility work cannot be removed from ODOT's construction contract, even if the cost of the bid items exceeds the estimate. Clackamas River Water will be responsible for paying its entire share of the charges for the above work.**

When construction has been completed, verification will be made of the expenditures involved in the ODOT contract. Clackamas River Water will be billed for any costs that exceed the bid amount or a refund will be issued for any excess funds that were collected.

Clackamas River Water is required to pay actual costs as per 23 CFR 645.117 (Code of Federal Regulations). To view the awarded contract bid prices, proceed to <http://www.oregon.gov/ODOT/Business/Procurement/Pages/BT.aspx>

If the terms set forth above are acceptable to Clackamas River Water, please sign in the space provided on the following page and **return a digitally signed copy to this office by October 5, 2022**. If you have any questions, please do not hesitate to contact me at 503-986-3658.

Sincerely,



Georgine Gleason
Acting Deputy State Right of Way Manager
4040 Fairview Industrial Dr SE MS#2
Salem, OR 97302-1142
UtilityandRailProgra@odot.oregon.gov

Cc: Dan Ebbighausen, Utility Coordinator
Robert Devassie, Transportation Project Manager
Nicole Frankl, State Utility and Railroad Liaison

By signing this letter agreement, you agree to the conditions of the letter and acknowledge that Clackamas River Water is responsible for the cost of the non-reimbursable utility work. Clackamas River Water will compensate ODOT for that portion of non-reimbursable utility work added to ODOT's contract, including any administrative costs ODOT incurs that are associated with the work.

Print name and title of the authorized Clackamas River Water representative then sign and date as provided below.

APPROVED:

Name _____

Signature _____

Title _____

Email _____

Date _____

CLACKAMAS RIVER WATER

Agenda Item – 5

REGULAR BOARD MEETING

October 13, 2022

SUBJECT Consider Approval of the ODOT Add-Work Request Acceptance Memo for Reimbursable Work

DRAFT MOTION Move to Approve the ODOT Add-Work Request Acceptance Memo for Water facility relocation and authorize the General Manager to sign the agreement.

EFFECTIVE DATE October 13, 2022

PRINCIPAL STAFF PERSON Joseph D. Eskew PE – Engineering Manager

BOARD ACTION REQUESTED The Board is requested to authorize the reimbursement agreement with ODOT.

DOCUMENTS ATTACHED Exhibit A – ODOT Add-Work Request Acceptance Memo

Agenda Summary

BACKGROUND ODOT is preparing to contract for their OR213 (82nd Ave.): SE Foster to SE Thompson Rd. project. This project is a road surface and ADA upgrade of 82nd Avenue. The ODOT contract is scheduled to be bid in February 2023.

Where there is conflict between proposed ODOT project work and an existing utility facility, ODOT will instruct the utility to remove the conflict via relocation or other appropriate method. The cost of the relocation is considered reimbursable if the utility has prior rights to occupy that particular location, which can be for a number of specific reasons. If the utility is in existing ODOT Right of Way (ROW) then the cost for relocation is borne by the utility.

This memo is for work for valve box adjustments which are reimbursable, however, the work will be performed by the ODOT contractor. Therefore, there will be no reimbursement to CRW for the cost of the adjustments, but we do need an agreement to allow them to perform work on our facilities.

Legal has reviewed the agreement and found no issues.

STAFF RECOMMENDATION Staff recommends approval and signature of the ODOT Agreement.

Exhibit A

Add-Work Request Acceptance Memo

Project Name OR213 (82nd) Ave: SE Foster Rd – SE Thompson Rd Sec.

Key # K21177 Contract # _____ EA# PE002904-000-J71

UTILITY facility qualifies for reimbursable status due to a combination of prior rights for facilities predating the highway designation and for facilities residing on county ROW.

UTILITY facility does not qualify for reimbursable status and requests work to be added at utility expense

Per the Conflict Notification Letter sent on September 9, 2022, Clackamas River Water acknowledges the Conflict matrix to be accurate to our facility mapping and request that the relocation/adjustment of Clackamas River Water facility be included in the ODOT contract scheduled to be bid on February 2, 2023.

Work requested:

Valve adjustments: quantity 8 locations and cost in below table

Major Manhole adjustments: quantity _____ locations and cost in below table

Minor Manhole adjustments: quantity _____ locations and cost in below table

Other work shown in attachment

Design work to also be included in ODOT contract

Design for above work to be done by and reimbursed to Clackamas River Water

By signing, I understand the following:

- That by requesting this work be included in ODOT's contract, I am accepting risk to the utility facility.
- That I have no choice in the contractor selected by ODOT to do the work.
- That I cannot remove the work from the contract once the project has gone to bid.

Utility Representative printed name Todd Heidgerken signature _____

Date: 9/22/2022 contact email: jeskew@crwater.com contact phone number: 503-723-2565

Added work	Stationing	Quantity	Cost each
Adjusting Boxes (water valve)	"L" 331+76, 14 Lt and 58 Lt	2	\$750
Adjusting Boxes (water valve)	"L" 332+83, 17 Lt	1	\$750
Adjusting Boxes (water valve)	"L" 332+89, 18 Lt and 51 Rt	2	\$750
Adjusting Boxes (water valve)	"L" 333+04, 16 Lt	1	\$750
Adjusting Boxes (water valve)	"L" 334+16, 39 Lt and 50 Lt	2	\$750

CLACKAMAS RIVER WATER

Agenda Item –
CA-1

REGULAR BOARD MEETING

October 13, 2022

SUBJECT Gross Payroll and Accounts Paid

DRAFT MOTION Move to approve the consent agenda items as presented

EFFECTIVE DATE October 13, 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 September 2022, Payrolls – 2 payrolls - \$198,196.74
- 2) Monthly Check History for September 2022 - \$594,675.78 (net)

WEEK 36 BATCH 4346 39 PAYS

0 Employees With Overflow Statement

000828 000840 SEQ 000840

0 Overflow Statement 1 Total Statement

Earnings Statement

First No. Last No. Total

Checks: ADPCHECK ADPCHECK 00000000000

Vouchers: 00000360001 00000360039 00000000011

SEAT 312 TOTAL DOCUMENT
CLACKAMAS RIVER WATE
LOCATION 0001

CHECK STUFFING, RECONCILIATION

210622.31 GROSS
105334.96 NET PAY (INCLUDING ALL DEPOSITS)
28678.56 FEDERAL TAX
12860.82 SOCIAL SECURITY
3007.77 MEDICARE
.00 MEDICARE SURTAX
.00 SUI/DI/FLI/MLI TAX
12842.30 STATE TAX
.00 LOCAL TAX
132156.03 DEDUCTIONS
21076.83 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
9/1/2022 to 9/30/2022

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
6135	09/08/2022	00095 ING	VOLUNTARY PAYROLL DEDUCTION: DEFER COMP	PR 08/26/2022	5,053.67	5,053.67
6136	09/08/2022	00336 CITISTREET - STATE OF OREGON	VOLUNTARY PAYROLL DEDUCTION: DEFER COMP	PR 08/26/2022	2,796.24	2,796.24
6137	09/14/2022	01959 US BANK	ROBERT HALF INTL	08/25/22 PAYABLEd	2,928.00	
			ROBERT HALF INTL	08/25/22 PAYABLEu	2,928.00	
			ROBERT HALF INTL	08/25/22 PAYABLEEaa	2,928.00	
			CENTURYLINK	08/25/22 PAYABLEz	1,614.64	
			ROBERT HALF INTL	08/25/22 PAYABLEK	1,464.00	
			LIFETECHCORPORATION	08/25/22 TRIPLETta	710.00	
			AMERICAN GRPHC INST	08/25/22 HOLZGANgG	695.00	
			GOANIMATE, INC.	08/25/22 MCGINNISf	649.00	
			AWWA EVENTS	08/25/22 MCGINNISA	625.00	
			NORTH CLACKAMAS CHAMBER O	08/25/22 HOLZGANGe	495.00	
			ARAMARK UNIFORM	08/25/22 PAYABLEa	374.55	
			SMK*WUFOO.COM CHARGE	08/25/22 KEOUNNAMi	349.00	
			FROG FURNISHINGS	08/25/22 RAYp	336.41	
			DIALOGTECHINC	08/25/22 KEOUNNAMe	323.68	
			IHIRE, LLC	08/25/22 CAMPBELLb	299.00	
			USA BLUE BOOK	08/25/22 PRESTWOODb	247.26	
			WEB*NETWORKSOLUTIONS	08/25/22 KEOUNNAMj	209.94	
			CASCADE COLUMBIA DISTRIB	08/25/22 RAYk	208.50	
			OFFICE ANYTHING	08/25/22 TRIPLETtb	203.40	
			CLACKAMAS COUNTY WATER EN	08/25/22 PAYABLEI	182.55	
			NW NATURAL 8004224012	08/25/22 PAYABLEV	182.15	
			CLACKAMAS COUNTY WATER EN	08/25/22 PAYABLEh	171.15	
			IPMA-HR	08/25/22 CAMPBELLa	156.00	
			QR-CODE-GENERATOR.COM	08/25/22 HOLZGANgC	154.89	
			PLATT ELECTRIC 038	08/25/22 RAYf	150.11	
			CLACKAMAS COUNTY WATER EN	08/25/22 PAYABLEJ	138.55	
			MULTNOMAH COUNTY DART	08/25/22 HOLZGANGb	118.32	
			AMAZON.COM*2P3M078I3	08/25/22 KEOUNNAMd	118.00	
			AMZN MKTP US*MJ7DD8I23	08/25/22 KEOUNNAMc	116.73	
			79 STANFORDS	08/25/22 HEIDGERKEN	100.00	
			DNH*GODADDY.COM	08/25/22 KEOUNNAMb	99.99	
			INGALLINAS BOX LUNCH PORT	08/25/22 HOLZGANGa	98.95	
			AMAZON.COM*BH9HY0A53 AMZN	08/25/22 KEOUNNAMa	98.95	

Monthly Check History Listing
Clackamas River Water
9/1/2022 to 9/30/2022

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
			AMAZON.COM*XP2712WP3 AMZN	08/25/22 KEBOUNNAMf	98.95	
			TLF*PORTLAND FLORIST SHOP	08/25/22 HOLZGANGh	96.95	
			WWW.LAVANDEBLOOM.COM	08/25/22 HOLZGANGd	92.00	
			AMZN MKTP US*4B1B872P3 AM	08/25/22 RAYi	91.20	
			CENTURYLINK	08/25/22 PAYABLEe	90.79	
			MCMaster-CARR	08/25/22 PRESTWOODa	75.99	
			FERGUSON ENT #3041	08/25/22 RAYo	73.12	
			LOWES #01824*	08/25/22 RAYc	71.63	
			ARAMARK UNIFORM	08/25/22 PAYABLEf	66.20	
			ARAMARK UNIFORM	08/25/22 PAYABLEbb	66.20	
			ARAMARK UNIFORM	08/25/22 PAYABLEe	66.16	
			ARAMARK UNIFORM	08/25/22 PAYABLEo	66.16	
			NW NATURAL 8004224012	08/25/22 PAYABLEm	62.32	
			ARAMARK UNIFORM	08/25/22 PAYABLEb	60.86	
			AMAZON.COM*EP5VK9LF3	08/25/22 SLEIGHTb	59.98	
			ADOBE *800-833-6687	08/25/22 KEBOUNNAMg	54.99	
			THE HOME DEPOT #4040	08/25/22 RAYd	50.04	
			AMZN MKTP US*KM0UM4EQ3	08/25/22 KEBOUNNAMh	49.37	
			AMZN MKTP US*1Q2NA0VE3	08/25/22 RAYh	47.98	
			THE HOME DEPOT #4017	08/25/22 RAYa	47.40	
			PLATT ELECTRIC 038	08/25/22 RAYj	39.99	
			THE HOME DEPOT #4040	08/25/22 RAYi	38.29	
			HIRINGTHING INC	08/25/22 CAMPBELLc	37.50	
			AMZN MKTP US*TK9SY4NX3	08/25/22 TRIPLETTC	37.00	
			NW NATURAL 8004224012	08/25/22 PAYABLEx	36.07	
			CLEANFEED	08/25/22 MCGINNISb	34.00	
			AMZN MKTP US*B09HX8L63	08/25/22 HOLZGANGi	33.10	
			THE HOME DEPOT #4017	08/25/22 RAYb	32.97	
			ARAMARK UNIFORM	08/25/22 PAYABLEc	32.77	
			FRED-MEYER #0063	08/25/22 MCGINNISd	26.95	
			PLATT ELECTRIC 038	08/25/22 RAYg	26.42	
			FRED-MEYER #0063	08/25/22 PAYABLEgg	26.35	
			THE UPS STORE 5792	08/25/22 VOYLESb	25.92	
			SMART FOODSERVICE 558	08/25/22 PAYABLEff	23.10	
			FRED-MEYER #0063	08/25/22 SLEIGHTa	21.55	
			NW NATURAL 8004224012	08/25/22 PAYABLEI	19.48	
			AMZN MKTP US*O28D32ZT3	08/25/22 RAYe	18.99	
			NW NATURAL 8004224012	08/25/22 PAYABLEY	18.31	

Monthly Check History Listing

Clackamas River Water
9/1/2022 to 9/30/2022

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
			NW NATURAL 8004224012	08/25/22 PAYABLEw	15.78	
			AMAZON PRIME*268G32R53	08/25/22 VOYLESa	14.99	
			THE HOME DEPOT #4017	08/25/22 RAYq	12.98	
			KRISPY KREME #1119	08/25/22 MCGINNISE	12.95	
			FRED-MEYER #0063	08/25/22 RAYr	12.58	
			BUZZSPROUT* BUZZSPROUT	08/25/22 MCGINNISC	12.00	
			EBAY O*11-08986-27723	08/25/22 RAYn	11.20	
			ARAMARK UNIFORM	08/25/22 PAYABLEs	10.76	
			ARAMARK UNIFORM	08/25/22 PAYABLEcc	10.76	
			ARAMARK UNIFORM	08/25/22 PAYABLEf	10.75	
			ARAMARK UNIFORM	08/25/22 PAYABLEp	10.75	
			EBAY O*11-08986-27722	08/25/22 RAYm	9.99	
			ARAMARK UNIFORM	08/25/22 PAYABLEt	5.79	
			ARAMARK UNIFORM	08/25/22 PAYABLEg	5.79	
			ARAMARK UNIFORM	08/25/22 PAYABLEdd	5.79	
			ARAMARK UNIFORM	08/25/22 PAYABLEq	5.79	
			CENTURYLINK	08/25/22 PAYABLEn	0.64	
			WWW.LAVANDEBLOOM.COM	08/25/22 HOLZGANGf	-92.00	21,469.06
6138	09/14/2022	01959 US BANK	MERCHANT BILLING AUGUST 2022	MB AUGUST 2022	297.98	297.98
6139	09/14/2022	01959 US BANK	CUSTOMER ANALYSIS - AUGUST 2022	CAS AUGUST 2022	1,786.78	1,786.78
6140	09/14/2022	00336 CITISTREET - STATE OF OREGON	VOLUNTARY PAYROLL DEDUCTION: DEFER COMP	PR 09/09/2022	2,798.04	2,798.04
6141	09/14/2022	00095 ING	VOLUNTARY PAYROLL DEDUCTION: DEFER COMP	PR 09/09/2022	5,073.95	5,073.95
6142	09/22/2022	04360 OMEGA PROCESSING	AUGUST 2022 PAYMENT PROCESSING (MERCHANT	AUGUST 2022	16,811.00	16,811.00
6143	09/28/2022	00029 OREGON PERS	PERS PMT 1518433, 1518434, 1518435,	08/21-09/05/2022	34,676.58	34,676.58
6144	09/28/2022	00029 OREGON PERS	PERS PMT: 1522307, 1522308, 1522309, 152	09/06-09/20/2022	35,560.36	35,560.36
6145	09/28/2022	00095 ING	VOLUNTARY PAYROLL DEDUCTION: DEFER COMP	PR 09/23/2022	5,180.08	5,180.08
6146	09/28/2022	00336 CITISTREET - STATE OF OREGON	VOLUNTARY PAYROLL DEDUCTION: DEFER COMP	PR 09/09/2022	2,796.24	2,796.24
94010	09/01/2022	00519 COLONIAL LIFE	SEPTEMBER 2022, VOLUNTARY PAYROLL DEDUCT	77938620905760	276.80	276.80
94011	09/01/2022	00017 CORE & MAIN LP	6 PCS 6870-10, 4 PCS 6870-15	R461854	5,862.00	5,862.00
94012	09/01/2022	03212 EVOQUA WATER TECHNOLOGIES, LLC	ROUTINE FILTER EXCHANGE	905488584	924.46	924.46

Monthly Check History Listing
Clackamas River Water
9/1/2022 to 9/30/2022

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
94013	09/01/2022	01844 FERGUSON ENTERPRISES INC	3 PIPE WRENCHES	1130248	279.51	279.51
94014	09/01/2022	00073 FIRST RESPONSE INC.	MONTHLY MONITORING PATROL AUGUST 2022	30956	4,211.00	4,211.00
94015	09/01/2022	02322 GENERAL PACIFIC INC	100 PCS 6600-00	1444047	10,200.00	10,200.00
94016	09/01/2022	04411 GOODFELLOW BROS LLC	SPOILS DUMPING	13101	72.00	72.00
94017	09/01/2022	00011 HACH COMPANY	CHLORINE TEST REAGENTS	13203658	3,238.62	4,700.86
94018	09/01/2022	00128 IDEXX DISTRIBUTION CORP.	CHLORINE TEST REAGENTS	13202479	1,462.24	6,701.87
94019	09/01/2022	02284 K & D SERVICES OF OREGON INC	WATER TESTING REAGENTS	3111940456	6,701.87	2,685.64
94020	09/01/2022	04031 LIFE TECHNOLOGIES CORPORATION	INSTALL RONALD LN, HOLLY LN	BILL019115	2,685.64	3,795.22
94021	09/01/2022	04180 MADRONE TECHNOLOGY GROUP INC.	QUANTSTUDIO 3.1ML BLOCK	77167487	3,795.22	1,540.00
94022	09/01/2022	00138 MILWAUKIE, CITY OF	SCADA CONTRACT WORK	2284	1,430.00	283.83
94023	09/01/2022	03283 MINUTEMAN PRESS TEAM	CONTRACT WORK	2285	110.00	485.00
94024	09/01/2022	00306 OFFICE DEPOT INC	ACCOUNT# 24-3520-00 - 6201 SE LAKE RD -	24-3520 7/20-8/20	283.83	27.33
94025	09/01/2022	00308 OREGONIAN PUBLISHING COMPANY	2ND PRINTING OF BACKFLOW LETTERS	124412	485.00	63.28
94026	09/01/2022	03815 PETROCARD INC	ACCT#90261180 - ID#38683228 - OFFICE SUP	24824116001	24.84	1,079.16
94027	09/01/2022	00229 RICOH USA, INC.	ACCT#90261180 - ID#38683228 - OFFICE SUP	216912371001	2.49	45.75
94028	09/01/2022	03645 RITZ SAFETY LLC	FINAL INVOICE ACCT 20540905 CANCELLED	10300-20540905	63.28	121.83
94029	09/01/2022	03548 RIVER CITY ENVIRONMENTAL INC	15-100 WATER QUALITY, 2400 EQUIPMENT, 07	C973504	1,079.16	2,020.28
94030	09/01/2022	02837 TAURUS POWER & CONTROLS INC	COPIER LEASE #1021276-3797919 - 08/10 TO	106453425	45.75	1,971.00
94031	09/01/2022	00160 TOP INDUSTRIAL SUPPLY INC	REPLACED ROLLER ON TRIPOD	6347716	121.83	1,795.80
			POTHOLE GASON LN	872374	2,020.28	1,010.14
			RONALD LANE INSTALL 22-0055	856534	1,971.00	1,015.20
			WICHITA VALVE REPLACEMENT	874865	1,795.80	6,797.22
			BRITTANY CT	872375	1,010.14	15.89
			SERVICE BACKWASH PUMP MOTOR STARTER	11300	1,015.20	
			QUICK COUPLERS, HOSE SUPPLIES	120166	15.89	

Monthly Check History Listing
Clackamas River Water
9/1/2022 to 9/30/2022

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
94032	09/08/2022	04307 BEND MAILING SERVICES, LLC	SEPTEMBER PROCESSING & POSTAGE	78857	1,148.71	1,148.71
94033	09/08/2022	00227 CLACKAMAS GARBAGE CO INC	ACC. #04370 - TRASH REMOVAL SERVICE - AU	AUGUST 2022	377.49	377.49
94034	09/08/2022	00188 CLARK'S LAWN & GARDEN EQ., LLC	CHAIN OIL, MIX OIL FOR MIXED FUEL	6470	132.69	132.69
94035	09/08/2022	03597 CLOUD RECORDS MANAGEMENT SOLUT	ORMS-0153 / MONTHLY USER FEE PER USER OR	211242	370.20	370.20
94036	09/08/2022	00008 CONSOLIDATED SUPPLY CO.	30 PCS 7150-03, 30 PCS 7150-01	S010974104.001	5,659.89	6,949.89
			3 PCS 6140-00	S011002759.001	1,290.00	
94037	09/08/2022	03472 CREATIVE FINANCIAL STAFFING	TEMP HR SERVICES	122350216	546.00	546.00
94038	09/08/2022	03504 ENTERPRISE FLEET MANAGEMENT	CUST #488054 TRUCK LEASE 09/01-09/30/202	FBN4561505	635.72	635.72
94039	09/08/2022	01844 FERGUSON ENTERPRISES INC	2 PCS 4580-18	1120045-1	4,234.40	
			1 PCS 7200-18A, 1 PCS 7200-18 B	1120045	2,734.70	
			3 PCS 2.5 GAL SAFETY CANS	1130474	380.04	7,349.14
94040	09/08/2022	01844 FERGUSON ENTERPRISES INC	AUGUST SERVICE CHARGE	SC56821	41.02	41.02
94041	09/08/2022	00073 FIRST RESPONSE INC.	MONTHLY MONITORING PATROL SEPTEMBER 2022	32391	4,211.00	4,211.00
94042	09/08/2022	03240 GARY RUDNIK P HARRANG LONG	LEGAL SERVICES - AUGUST 2022	98529	4,240.00	4,240.00
94043	09/08/2022	02922 KONE INC	CUST.# N295970 - QUARTERLY MAINT ADMIN 0	962253387	418.89	
			CUST.# N295970 - QUARTERLY MAINT WTP LIF	962226193	128.88	
			CUST.# N295970 - QUARTERLY MAINT WTP LIF	962305206	128.88	676.65
94044	09/08/2022	04418 CHARLES LINCH	REIMBURSEMENT FOR EXAM FEE & CERTIFICATI	8/30/2022	194.00	194.00
94045	09/08/2022	04180 MADRONE TECHNOLOGY GROUP INC.	CONTRACT WORK	2292	440.00	
			SCADA CONTRACT WORK	2293	330.00	770.00
94046	09/08/2022	00373 OREGON AFSCME	UNION DUES	PR 09/02/2022	926.86	926.86
94047	09/08/2022	00048 OREGON CITY, CITY OF	PUMPING CHARGES - AUGUST 2022	07/31-8/31/2022	12,445.34	12,445.34
94048	09/08/2022	00048 OREGON CITY, CITY OF	ACC:# 04-792203-01 (130825) 06/30 - 07/3	06/30-07/31/2022	19.14	19.14
94049	09/08/2022	00021 PGE	WATER TREATMENT PLANT AUGUST 2022	WTP AUGUST 2022	43,591.56	
			PUMP STATION AUGUST 2022	PUMP STATION AUG 22 28,155.54		
			ADMIN AUGUST 2022	ADMIN AUGUST 2022 2,855.19		74,602.29

Monthly Check History Listing
Clackamas River Water
9/1/2022 to 9/30/2022

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
94050	09/08/2022	00229 RICOH USA, INC.	COPIER LEASE #1021276-3672069 - 08/20 TO	106475982	343.99	343.99
94051	09/08/2022	03645 RITZ SAFETY LLC	ANNUAL INSPECTION, CONFINED SPACE EQUIPM	6357359	800.00	800.00
94052	09/08/2022	00024 SOUTH FORK WATER BOARD	WATER PURCHASED - AUGUST 2022	AUGUST 2022	102,396.03	102,396.03
94053	09/08/2022	02373 WORLD CUP COFFEE & TEA SERVICE	COFFEE & TEA	0214100	70.70	70.70
94054	09/14/2022	00002 AMERICAN FAMILY LIFE ASSURANCE	ACC. 0XNX3 - VOL. PAYROLL DEDUCT. - SEPT	863397	1,609.60	1,609.60
94055	09/14/2022	01546 CASCADE COLUMBIA DIST CO INC	SODA ASH - DENSE -	846904	4,195.00	4,195.00
94056	09/14/2022	00200 CLACKAMAS COUNTY	3 EACH 53 GAL HYPOCHLORITE DRUMS	846333	939.61	5,134.61
94057	09/14/2022	00008 CONSOLIDATED SUPPLY CO.	THREE CREWS - AUG 13, 20, 27	20-7394	1,275.00	1,275.00
94058	09/14/2022	02856 CRYSTAL GREENS LANDSCAPING	2 PCS 3390-20, 2 PCS 7840-04, 2 PCS 7840	S011009862.001	6,829.65	6,829.65
94059	09/14/2022	04380 EXECUTIVE SECURITY SERVICES	LANDSCAPING MAINTENANCE - AUGUST	126695-126702	5,219.00	5,219.00
94060	09/14/2022	00073 FIRST RESPONSE INC.	SECURITY CONTRACT WORK-RIVERSIDE PARK AU	INV1451	5,223.00	5,223.00
94061	09/14/2022	00167 GRAINGER INC	RESPONSE COVERAGE 08/01-08/31	232630	75.00	75.00
94062	09/14/2022	00124 H D FOWLER CO INC	5 HARD HATS	9437596209	145.25	145.25
94063	09/14/2022	03240 GARY RUDNIK P HARRANG LONG	DIESEL BIOCID	9439049983	63.72	63.72
94064	09/14/2022	03473 HASA INC	GRAFFITI REMOVER	9437468250	33.39	33.39
94065	09/14/2022	04180 MADRONE TECHNOLOGY GROUP INC.	LAMINATING POUCHES	9421347320	5.76	248.12
94066	09/14/2022	00056 OAK LODGE WATER SERVICES DISTR	2 PCS 2500-15	L6200059	645.85	645.85
94067	09/14/2022	00048 OREGON CITY, CITY OF	2 PCS 2500-15	L6201512	629.04	1,274.89
94068	09/14/2022	03815 PETROCARD INC	LEGAL SERVICES	98491	204.40	204.40
			SODIUM HYPOCHLORITE - LOW SALT	847304	10,394.00	10,394.00
			TELECOMMUNICATION	2305	1,083.00	1,083.00
			CONTRACT WORK	2311	440.00	1,523.00
			PAYMENTS FOR SVC TO CRW CUST. IN OAK LOD	09/12/2022	13,250.77	13,250.77
			PAYMENTS FOR SVC TO CRW CUST. IN OREGON	09/12/2022	36,304.11	36,304.11
			15-100 WATER QUALITY, 2400 & 2500 EQUIPM	C982142	1,798.46	1,798.46

Monthly Check History Listing

Clackamas River Water
9/1/2022 to 9/30/2022

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
94069	09/14/2022	00459 SAME DAY AUTO SERVICE INC	15-100 SERVICE	204791	49.24	49.24
94070	09/14/2022	00339 SEPTIC TECHNOLOGIES INC	SEMI-ANNUAL INSPECTION FEE - RIVERSIDE P	16563	462.50	462.50
94071	09/14/2022	00282 TERMINIX INTERNATIONAL INC	CUST.# 1703011 - SEPTEMBER PEST CONTROL	424750964	117.00	
			CUST.# 1703007 - SEPTEMBER PEST CONTROL	424750000	100.00	217.00
94072	09/14/2022	00130 WASTE MANAGEMENT OF OREGON	AUGUST 2022 TRASH REMOVAL SERVICES - RIV	9309749-1574-4	2,034.84	
			AUGUST 2022 - TRASH REMOVAL SERVICES - 9	9309750-1574-2	519.36	2,554.20
94073	09/22/2022	03525 BIO-MED TESTING SERVICES INC	PRE-EMPLOYMENT CHECK	93308	36.00	36.00
94074	09/22/2022	03990 CADMAN INC.	412 TONS CRUSHED ROCK 3/4 MINUS	5859093	10,249.16	
			344 TONS CRUSHED ROCK 3/4 MINUS	5859378	8,551.63	18,800.79
94075	09/22/2022	00304 CANTEL SWEEPING	SEPTEMBER-PARKING LOT SWEEPING - OPS (CU	e20220	240.00	
			SEPTEMBER-PARKING LOT SWEEPING - ADMIN (e20219	185.00	
			SEPTEMBER-PARKING LOT SWEEPING - PARK (C	e20221	170.00	595.00
94076	09/22/2022	03777 CAROLLO ENGINEERS INC	WTP MASTER PLAN PROGRESS PAYMENT - AUGUS	FB26846	2,481.50	2,481.50
94077	09/22/2022	01546 CASCADE COLUMBIA DIST CO INC	ALUMINUM CHLOROHYDRATE (PAX-XL19)	846678	19,077.98	19,077.98
94078	09/22/2022	00317 CDW GOVERNMENT INC.	COMPUTER PERIPHERALS	CP82250	807.68	807.68
94079	09/22/2022	02555 COMCAST	COMCAST MONTHLY CABLE INTERNET - 9/14-10	2099723 9/14-10/13	248.85	248.85
94080	09/22/2022	03472 CREATIVE FINANCIAL STAFFING	TEMP HR SERVICES	122360227	1,344.00	1,344.00
94081	09/22/2022	02856 CRYSTAL GREENS LANDSCAPING	REMOVE IVY FROM FENCE LINE AT OTTY RESER	128991	1,300.00	1,300.00
94082	09/22/2022	03218 DIRECT TRANSPORT INC	DELIVERY BOARD MEETING PACKETS 09/02/202	292332	58.72	58.72
94083	09/22/2022	04411 GOODFELLOW BROS LLC	SPOILS DUMPING	13172	576.00	576.00
94084	09/22/2022	00124 H D FOWLER CO INC	RAIN PAINT	L6213679	772.80	772.80
94085	09/22/2022	00327 HR ANSWERS INC	PROFESSIONAL SERVICES	51403	180.00	180.00
94086	09/22/2022	04180 MADRONE TECHNOLOGY GROUP INC.	CONTRACT WORK	2323	165.00	165.00
94087	09/22/2022	00138 MILWAUKIE, CITY OF	4405 & 3500 REMOVE LIGHTBAR & CONTROLLER	INV00734	394.38	394.38
94088	09/22/2022	04242 NORTHWEST MECHANICAL GROUP LLC	SEPTEMBER HVAC SERVICE	27988	410.00	410.00

Monthly Check History Listing
Clackamas River Water
9/1/2022 to 9/30/2022

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
94089	09/22/2022	03782 PAPE MACHINERY INC.	STROBE LIGHT	13894422	229.76	
			KEYS FOR LOADER	13864411	67.69	297.45
94090	09/22/2022	00018 PITNEY BOWES GLOBAL FIN SVC LL	POSTAGE REFILL	800-900-0718-3324 SEP	1,510.00	1,510.00
94091	09/22/2022	00992 POLLARDWATER.COM	HYDRANT METER LOCK	220689	148.87	148.87
94092	09/22/2022	00151 PROVIDENCE OCCUPATIONAL HEALTH	MEDICAL EXAM	30971	325.00	325.00
94093	09/22/2022	00229 RICOH USA, INC.	COPIER LEASE #1021276-3745995 - 10/05 TO	106532022	208.86	208.86
94094	09/22/2022	00229 RICOH USA, INC.	COPIER LEASE #1021276-3734774 - 09/12 TO	106532021	208.86	208.86
94095	09/22/2022	00229 RICOH USA, INC.	CUST. # 4220490 - ADDITIONAL COPIES 08/0	5065463938	117.77	
			CUST. # 4220490 - ADDITIONAL COPIES 08/0	5065463104	92.16	
			CUST. # 4197629 - ADDITIONAL COPIES 08/0	5065448715	47.75	257.68
94096	09/22/2022	03614 SOCIETY OF ST. VINCENT DE PAUL	LOW INCOME ASSISTANCE FOR CRW CUSTOMERS	09/21/2022	5,000.00	5,000.00
94097	09/22/2022	04317 ANTHONY STEELE	PE EXAM FEE REIMBURSEMENT	09/21/2022	400.00	400.00
94098	09/22/2022	00290 UNITED RENTALS NORTHWEST INC	ROCK DELIVERY CLEAN UP & CLEANING OF DRY	210130741-001	3,342.56	3,342.56
94099	09/22/2022	02854 VERIZON WIRELESS	ACC.#472115222-00001 CELL PHONE CHARGES	9915493466	1,618.17	
			ACC.#472115222-00002 CELL PHONE CHARGES	9915493467	288.20	1,906.37
94100	09/28/2022	00317 CDW GOVERNMENT INC.	COMPUTER PERIPHERALS	CV13585	403.84	403.84
94101	09/28/2022	00063 CESSCO INC	BLADES, CHAINS, EQUIPMENT PURCHASE	451840	2,378.00	2,378.00
94102	09/28/2022	00519 COLONIAL LIFE	OCTOBER 2022, VOLUNTARY PAYROLL DEDUCTIO	77938621005136	276.80	276.80
94103	09/28/2022	03472 CREATIVE FINANCIAL STAFFING	TEMP HR SERVICES	122370210	1,680.00	1,680.00
94104	09/28/2022	03529 EAGLE ELSNER INC	REFUND DEPOSIT FHP #116-22	Ref000192541	1,295.02	1,295.02
94105	09/28/2022	03887 DBA: NAPA AUTO PARTS GENUINE PARTS CO. INC	MARINE SEALANT	4462-346183	103.96	103.96
94106	09/28/2022	00167 GRAINGER INC	PUMP 1/2 HP	9444391842	911.34	
			SMALL TOOLS	9449945790	154.85	1,066.19
94107	09/28/2022	02284 K & D SERVICES OF OREGON INC	WICHITA & KING	BILL019233	3,495.00	
			POT HOLE CASON	BILL019194	1,465.50	4,960.50

Monthly Check History Listing
Clackamas River Water
9/1/2022 to 9/30/2022

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
94108	09/28/2022	04321 KEITH MORRIS CONSTRUCTION INC	CONCRETE SLAB REPAIR	2991	5,005.00	5,005.00
94109	09/28/2022	04180 MADRONE TECHNOLOGY GROUP INC.	DATA BACK UP SUB CONTRACT WORK	2344 2341	2,939.00 287.50	3,226.50
94110	09/28/2022	00306 OFFICE DEPOT INC	ACCT#90261180 - ID#38683228 - OFFICE SUP	269286261001	179.16	198.00
94111	09/28/2022	04420 PATH PDX	ACCT#90261180 - ID#38683228 - OFFICE SUP	269296311001	18.84	198.00
94112	09/28/2022	03815 PETROCARD INC	REFUND DEPOSIT ON FHP #131-21	Ref000192538	1,200.00	1,273.95
94113	09/28/2022	00018 PITNEY BOWES GLOBAL FIN SVC LL	REFUND DEPOSIT ON FHP #131-21	Ref000192539	73.95	1,282.58
94114	09/28/2022	02388 PRINCIPAL FINANCIAL GROUP	15-100 WATER QUALITY, 2300 EQUIPMENT, 20	C993210	1,282.58	472.83
94115	09/28/2022	03548 RIVER CITY ENVIRONMENTAL INC	LEASE ACCT #0010797993 07/30/2022 - 10/3	33163883725	472.83	6,109.74
94116	09/28/2022	04421 TITAN UNDERGROUND, INC	LIFE, AD&D & LTD, ACC.# 108 1726-10001	OCTOBER 2022	6,109.74	1,459.09
94117	09/28/2022	00290 UNITED RENTALS NORTHWEST INC	2214-0256 REDLAND LEAK REPAIR	188488244	1,459.09	1,355.15
			REFUND DEPOSIT FHP #102-22	Ref000192540	1,355.15	2,897.04
			DOZER RENTAL	210577754-001	2,897.04	

apbank Total: **594,675.78**

120 checks in this report

Total Checks: **594,675.78**

CLACKAMAS RIVER WATER

Agenda Item –
CA-2

REGULAR BOARD MEETING

October 13, 2022

SUBJECT **Cash Position and Transfers**

DRAFT MOTION	Move to approve the consent agenda
EFFECTIVE DATE	October 13, 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 September 30, 2022, is:

	General Checking	LGIP	Total
Balance as of 8/31/2022	\$ 6,552,505	\$ 15,686,754	\$ 22,239,259
Cash receipts	1,963,595	23,745	1,987,339
Payroll	(198,197)		(198,197)
A/P checks	(594,676)		(594,676)
Bond and other electronic payments			-
Transfers between accounts			-
Balance as of 9/30/2022	\$ 7,723,227	\$ 15,710,499	\$ 23,433,727

CLACKAMAS RIVER WATER

Agenda Item CA- 3

REGULAR BOARD MEETING

October 13, 2022

SUBJECT **Project Acceptance:** Accept assets constructed for the “Fuller Station Affordable Housing” project, 19-5255.

DRAFT MOTION I move to approve the “Notice of Acceptance” for the “Fuller Station Affordable Housing” project, to establish the project completion date and authorize the General Manager’s signature on said Notice of Acceptance.

EFFECTIVE DATE October 13, 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 “Fuller Station Affordable Housing” project.

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

Agenda Summary

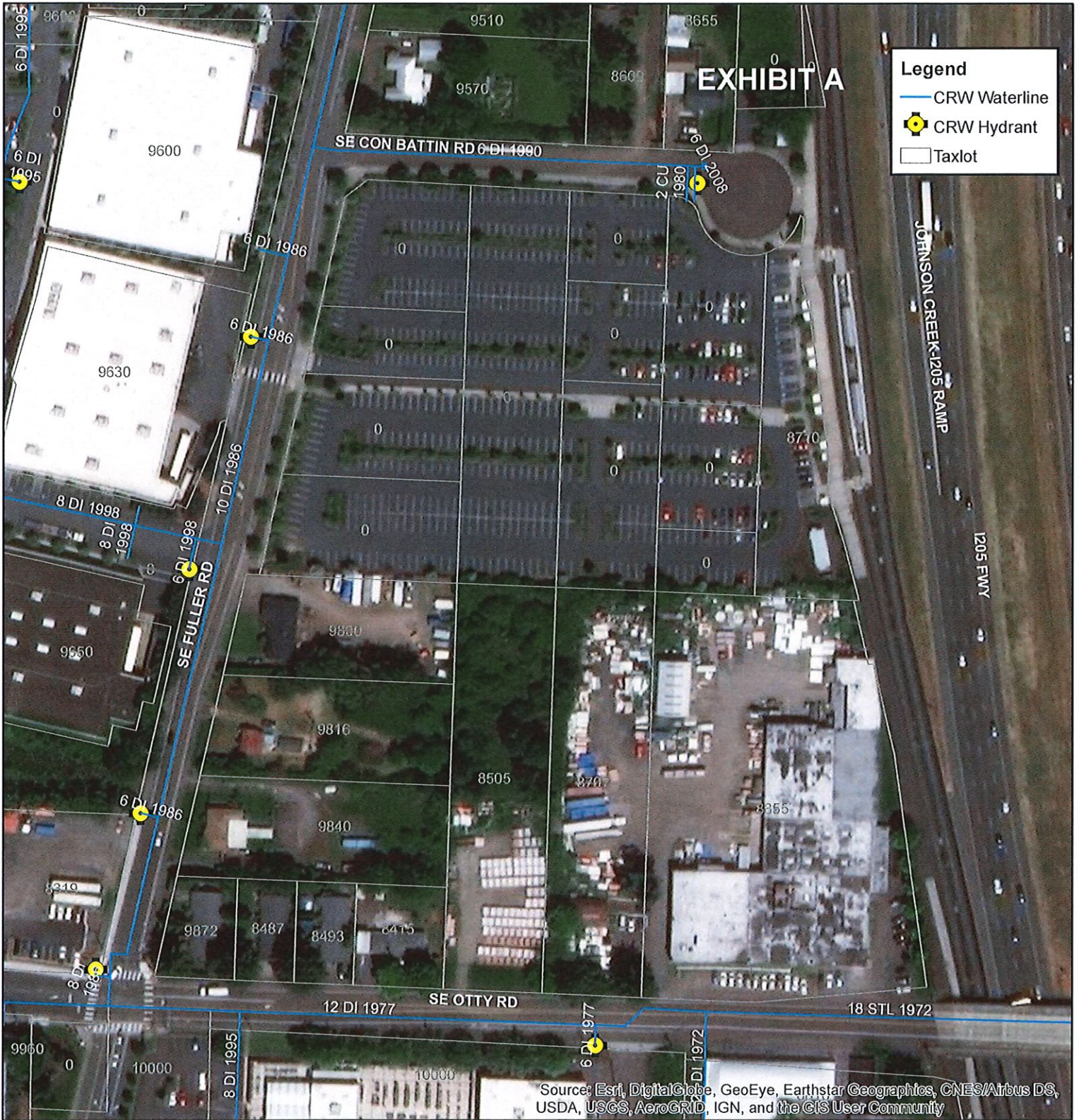
BACKGROUND This public water project includes a new 4-inch fire service and 4-inch domestic service as well as a 200 lineal foot, 12-inch water main extension to provide fire protection and system looping.

The development is a six story, 100-unit residential housing building that occupies a portion of previously developed Tri-Met light rail parking lot.

All public water improvements are now complete.

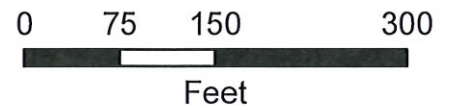
STAFF RECOMMENDATION Staff recommends the Board approve the Notice of Acceptance for the “Fuller Station Affordable Housing” project.

Clackamas River Water - Fuller Station Housing Development



Date: January 31, 2019
 Drawing Name: GIS-Development(9-25-18)
 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



Clackamas River Water

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: Fuller Station Affordable Housing
Owner: Green Line Affordable Development, 760 SW 9th Ave., Suite 2200, Portland, OR 97205
Asset Location: Township 1S; Range 2E; Section 28; Tax Lot(s) 2000

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) 12-inch Ductile Iron

Table with 2 columns: Description and Value. Rows include Developer Engineering Costs (\$10,000), Water Mains (\$44,096), Fire hydrant(s) (\$9,600), Number of Services (\$40,260), and Total Asset Value (\$103,956).

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 16th day of December, 2021.
Signature: [Handwritten Signature]

Thomas B. Brenneke

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

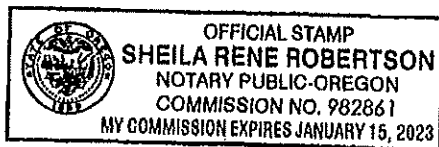
NOTARY:

STATE OF OREGON }
COUNTY OF MULTNOMAH } S.S.

On this 16th day of December, 2021,

Thomas B. Brenneke 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.



[Handwritten Signature]
Signature

Notary Public - State of Oregon
My commission expires: January 15, 2023

L.S.



Exhibit C

Notice of Acceptance

Clackamas River Water hereby accepts the project constructed in connection with the **Fuller Station Affordable Housing, CIP 19-5255**, on this 13th day of October, 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 the above date.

Clackamas River Water

Todd Heidgerken, General Manager

CLACKAMAS RIVER WATER

REGULAR BOARD MEETING

October 13, 2022

SUBJECT Management Report



PRINCIPAL STAFF Todd Heidgerken
PERSON

DOCUMENTS
ATTACHED

Table of Contents

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

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

CLACKAMAS RIVER WATER

REGULAR BOARD MEETING

October 13, 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. **Intergovernmental Activities:**

Clackamas River Water Providers (CRWP) - A summary of the numerous accomplishments of our CRWP partnership can be found in the following annual report <https://bit.ly/3S1xYTf> . In addition to an overview of all of the CRWP activities, the back of the report provides details regarding items (rebates and school presentations) within CRW’s service area.

The CRWP also held its watershed tour on Saturday, October 1, with this year’s focus on the lower Clackamas from a “river view perspective”. Participants floated down the river and were given informational presentations regarding restoration projects, water intakes and stormwater outfalls. GM Heidgerken provided an overview of CRW during the group’s lunch stop at Riverside Park.

Regional Water Providers Consortium (RWPC) – RWPC Board meeting is scheduled for October 6. The focus for the RWPC Board meeting is the FY 2023-24 Budget and Work Plan. The Board will be provided an overview of the Work Plan concepts and recommendations from the RWPC Executive Committee. The Board will also receive staff updates and consider a draft “Equity Commitment”.

CRW staff also participated in the RWPC Emergency Drinking Water Framework Workshop. This was the fourth workshop to look at the region capabilities, capability gaps, and begin to outline

water distribution needs for different sized events that impact the ability to distribute water.

Special Districts Association of Oregon (SDAO) – The SDAO Summer Conference was attended by Commissioners French and Danel and GM Heidgerken. The one-day conference was held in Salem and provided training and networking opportunities. An awards banquet was held which provided an opportunity to recognize (in person) retired CRW Emergency Manager, Donn Bunyard, as the Outstanding Special District Service Award for an Employee. Donn was in attendance to receive the recognition.

The SDAO Legislative Committee met to review legislative concepts requested by various special districts. The difficulty in finding municipal auditors, especially for smaller districts, prompted the request to increase the audit requirement threshold from \$150,000 to \$350,000 in budget expenditures. SDAO will be proposing the legislation to assist with this issue. The committee also reviewed the schedule and preparations for the 2023 Oregon Legislative Session.

Commissioner French to Serve on Metro Policy Advisory Committee (MPAC) - Commissioner French has been selected to serve as the Clackamas County Special Districts Association representative to Metro's Policy Advisory Committee (MPAC). She will be one of 21 elected officials who comprise MPAC. MPAC is responsible for advising the Metro Council on areas of regional growth, transportation, and land use planning. Making sure the importance of Special Districts and the importance of water are considered in these discussions will be a primary focus.

Miscellaneous Intergovernmental Activities:

- Meetings with City of Milwaukie – two separate meetings were held between staff from City of Milwaukie and CRW. The meetings provide an opportunity for the two organizations to update each other on activities and review the status and implementation of existing agreements. CRW has an agreement with the City of Milwaukie for the maintenance of certain vehicles and has a joint billing arrangement for CRW customers who are billed for sewer services by the city of Milwaukie.
- Oregon Water Utilities Council (OWUC) – the OWUC meeting included updates from the Oregon Health Authority (OHA) Drinking Water Program, Oregon Water Resources Department (WRD) and governmental affairs staff with SDAO and League of Oregon Cities. OHA outlined their plan and progress in applying for funds from the Federal Bipartisan Infrastructure Law (BIL). The state anticipates receiving around \$23 million under the BIL.

3. Looking Ahead:

- The October Work Session will be held on October 24 at 6pm
- The agenda setting meeting for the November Board meeting will be held on October 24 at 4pm
- The November Board meeting will be held on Thursday, November 10 at 6pm

CLACKAMAS RIVER WATER

REGULAR BOARD MEETING

October 13, 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

- Commissioner Reimbursement Requests

Agenda Summary

BACKGROUND

None

CLACKAMAS RIVER WATER

Commissioner Request for Reimbursement

Month September

Commissioner's Name Robert Rubitschun

Please Print

Date	Meetings	Amount
	CRW Regular Board Meeting - <u>9/8/2022</u>	\$ <u>50.00</u>
	CRW Work Session	\$ _____
	Miscellaneous Meeting	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____

Date	Meals	Total \$
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

Date	Mileage *	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	\$ <u>50.00</u>

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 Robert P. Rubitschun
 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 _____

_____ Jul _____ 9-13-22
 CFO Date