

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



**Clackamas River Water**

Held at 16770 SE 82<sup>nd</sup> Dr. Clackamas, OR 97015

**This Meeting will have both an in person and remote option for attending**

**May 12, 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](mailto: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/84331163764> or by calling the following number [1-253-215-8782](tel:1-253-215-8782) and join meeting /84331163764 #. **Passcode:** 179180

**REGULAR MEETING @ 600pm**

Call to Order, Pledge of Allegiance and Roll Call – *Sberry French, President*

a. Approval of the Agenda

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

**Action Items**

1. **Consider Second Reading By Title Only of Ordinance 01-2022 Fees and Charges Update and Adoption-** *Jason Kirkpatrick, Chief Financial Officer*
2. **Consider Approval of Intergovernmental Agreement (IGA) with Clackamas County, Oregon Housing Community Services and CRW for Low-Income Housing Water Assistance (LIHWA) Program-** *Jason Kirkpatrick, Chief Financial Officer*
3. **Consider Contract Amendment for River City Environmental for Vac-Excavation Services-** *Adam Bjornstedt, Chief Engineer*
4. **Consider Approval of an Intergovernmental Agreement with Clackamas County for County Corrections Work Crew Support-** *Todd Heidgerken, General Manager*

**Consent Agenda**

CA-1: **Gross Payroll and Accounts Paid: April 2021–** *Jason Kirkpatrick, Chief Financial Officer*

CA-2: **Cash Position and Transfers: April 2021–** *Jason Kirkpatrick, Chief Financial Officer*

**Informational Reports**

5. Quarterly Update- 3<sup>rd</sup> Quarter- *Jason Kirkpatrick, Chief Financial Officer*
6. Update on Clackamas Regional Water Supply Commission (CRWSC) and North Clackamas County Water Commission (NCCWC) Water Supply Agreement- *Todd Heidgerken, General Manager*

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

### Commissioner Business

9. Commissioner Reports and Reimbursements
10. Proposed Process for Filling Board Vacancy Position #5

*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

May 12, 2022

**SUBJECT** Consider Second Reading By Title Only of Ordinance 01-2022 Fees and Charges Update and Adoption

<b>DRAFT MOTION</b>	Move that the CRW Board Approve Jason Kirkpatrick, CFO to Conduct the Second Reading by title only of Ordinance 01-2022 and to adopt the ordinance.
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<b>EFFECTIVE DATE</b>	July 1, 2022 (unless otherwise noted)
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**PRINCIPAL STAFF PERSON** Jason Kirkpatrick, CFO

**BOARD ACTION REQUESTED** Consider Second Reading of the Fees and Charges Ordinance – 01-2022 and adoption of the ordinance.

**DOCUMENTS ATTACHED** Exhibit A - Ordinance 01-2022 – Updates to SDCs, Miscellaneous Fees, and Charges document  
 Exhibit B – Miscellaneous Fees and Charges including Equipment and Vehicle Rental Rates– updates highlighted

### Agenda Summary

**BACKGROUND** System Development Charges (SDC), Miscellaneous Fees, and Charges are reviewed and updated each year and presented to the Board of Commissioners via ordinance. The ordinance process requires two readings and if approved by the Board becomes effective no sooner than 30 days after second reading. Ordinance 01-2021 – Rates, Fees, and Charges was adopted at the April 8, 2021 regular Board meeting with an effective date of July 1, 2021. Ordinance 01-2021 superseded Ordinance 01-2020 adopted May 14, 2020.

**ANALYSIS** This Ordinance includes SDCs, and miscellaneous fees and charges. Unlike previous years, the ordinance does not include an update for fees and charges for direct water sales. It is expected that proposed revisions to fees and charges for direct water sales will be presented at a rate hearing in July 2022 and adopted in an ordinance separate from this fees and charges ordinance.

SDCs, fees, and charges are set to recover the costs of providing the service or activity.

Exhibit A of Ordinance 01-2022 lists the SDCs, Fees and Charges document with all updates

Exhibit B outlines all changes to the miscellaneous fees and charges and equipment rates that have been updated since Ordinance 01-2021 was adopted.

Ordinance 01-2022 will supersede Ordinance 01-2021 except to the extent that Ordinance 01-2021 addresses the rates for direct water sales.

ORDINANCE 01-2022

AN ORDINANCE OF THE CLACKAMAS RIVER WATER BOARD OF COMMISSIONERS ESTABLISHING SYSTEM DEVELOPMENT CHARGE (SDC), MISCELLANEOUS FEES, AND CHARGES FOR SERVICES.

WHEREAS, Clackamas River Water ("CRW") is a domestic water supply district organized under ORS Chapter 264; and

WHEREAS, the CRW Board of Commissioners previously adopted Ordinance 01-2021, to establish direct water service rates, fees, and other charges; and

WHEREAS, the CRW Board of Commissioners previously adopted Ordinance 03-2021, to establish SDCs; and

WHEREAS, the CRW Board of Commissioners reviews and adopts fees and charges for certain miscellaneous activities and services to recover the costs to provide the activity or service, effective July 1 of each year unless otherwise stated; and

WHEREAS, CRW has determined that SDCs, miscellaneous fees, and charges should be amended and being fully advised,

NOW, THEREFORE, BE IT ORDAINED BY THE CLACKAMAS RIVER WATER BOARD OF COMMISSIONERS, AS FOLLOWS:

SECTION 1. The rate structure for direct service (retail customers) established in Ordinance 01-2021 shall remain in effect until changed by future action by the CRW Board of Commissioners.

The Rates, Fees, and Charges document in effect at the time of the billing will be the basis for the assessment of all fees and charges for water usage. Other fees and charges may be added to billings as may be adopted by the CRW Board of Commissioners from time to time.

Rates will remain in effect until the provisions and requirements in ORS 264.312, for the purpose of considering an adjustment and increase in rates to be paid for the purchase of water from the District, have been completed.

SECTION 2. The fees and charges for certain miscellaneous activities and services shall be established in a Rates, Fees, and Charges document adopted by the CRW Board of Commissioners, to recover the costs to provide the activity or service.

SECTION 3: The General Manager, or his designee, is authorized to waive or decrease a fee or charge based upon an unusual circumstance, event, demonstrated hardship, or public benefit. The General Manager is authorized to establish a new fee or charge, when necessary, and then communicate to the Board of Commissioners in writing to allow public comment.

SECTION 4: All fees and charges for miscellaneous activities and services are established in the attached "Rates, Fees, and Charges" document.

SECTION 5: Systems development charges are adjusted based on the methodology established in Ordinance 02-2021 and are established in the attached "Rates, Fees, and Charges" document.

SECTION 6: Except as provided in Section 1 of this Ordinance, Ordinance numbers 01-2021 and 03-2021 are hereby superseded and replaced upon the effective date of this Ordinance.

The effective date of this Ordinance shall be not sooner than on the 30<sup>th</sup> day following adoption after a second reading of such Ordinance as provided by law.

THIS ORDINANCE FIRST INTRODUCED AND READ BY TITLE ONLY AT A REGULAR MEETING OF THE BOARD OF COMMISSIONERS ON THE 14<sup>TH</sup> DAY OF APRIL 2022 AND READ BY TITLE ONLY FOR A SECOND TIME AT A REGULAR MEETING OF THE BOARD OF COMMISSIONERS ON THE 12<sup>TH</sup> DAY OF MAY 2022, AND ADOPTED.

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Sheryl French, President  
Clackamas River Water

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Naomi Angier, Secretary  
Clackamas River Water

# CLACKAMAS RIVER WATER SDCs, FEES, AND CHARGES



*Clackamas River Water*

effective: July 1, 2022  
(unless otherwise noted)

## **CLACKAMAS RIVER WATER SDC, FEES, AND CHARGES**

### Fee Variance and Waiver Statement

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Based upon an unusual circumstance or event, demonstrated hardship, or public benefit, the General Manager is authorized to waive or decrease a fee(s) or charge(s) in a particular matter or establish a fee not yet authorized in this document. When a new fee is established by the General Manager it may be incorporated into the Ordinance. It shall be communicated to the Commission in writing to allow opportunity for comment.

Any request for a waiver or reduction must be in writing.



**Clackamas River Water**  
System Development Charge Calculation Table  
**Effective July 1, 2022**  
**ENR Factor 1.065598**

Ordinance 01-2022 (1)

Meter Size (Inches)	MCE Weighting Factor	2021 SDC Reimbursement	2021 SDC Improvement	Total SDC Charges	2022 SDC Reimbursement	2022 SDC Improvement	Total SDC Charges
<b>Full 3/4</b>	<b>1.00</b>	<b>3,650</b>	<b>5,354</b>	<b>9,004</b>	<b>3,889</b>	<b>5,705</b>	<b>9,594</b>
1	1.67	6,084	8,923	15,007	6,483	9,508	15,991
1 1/2	3.33	12,168	17,849	30,017	12,966	19,020	31,986
2	5.33	19,469	28,554	48,023	20,746	30,427	51,173
3	10.60	38,938	57,108	96,046	41,492	60,854	102,346
4	16.67	60,841	89,231	150,072	64,832	95,084	159,916
6	33.33	121,681	178,463	300,144	129,663	190,170	319,833
8	53.33	194,690	285,540	480,230	207,461	304,271	511,732
10	76.67	279,867	410,464	690,331	298,226	437,389	735,615
12	112.50	410,675	602,312	1,012,987	437,614	641,822	1,079,436

- 1 Originating Ordinance updating methodology 02-2021, supersedes Ordinance 1-97
- 2 SDCs calculated on most recent Engineering News Record Construction Cost Index for Seattle.

ENR CCI Calculation (2):			Index	Factor
Seattle WA	December	2020	12840.41	1.000000
Seattle WA	December	2021	13682.71	1.065598

Engineering News Records (ENR)  
Construction Cost Index (CCI)  
Meter Capacity Equivalent (MCE)

**CLACKAMAS RIVER WATER**  
Miscellaneous Fees and Charges

7/1/2022

**Domestic Service Installation:**

Developer Installed Pre-run ¾"	\$500
Developer Installed Pre-run 1"	\$600
Full install ¾ " Service	TMO
Full Install larger than ¾" (Deposit Required)	TMO
Relocate Service	TMO
Upgrade Service	TMO and SDC's

**Engineering Service:**

Fire Service Review	
Fire Hydrant	TMO
Relocate Fire Hydrant	TMO
Fire Service	TMO
Specification (CRW projects)	TMO
Plan Check/Inspection (deposit required based on cost estimate)	TMO
Field Flow Testing	TMO
Hydrant Flow Calculations (Hydraulic Modeling)	\$400
General Hydraulic Modeling	TMO
Meter Test (If results are within AWWA standards)	TMO
Water Quality Test	TMO

**Bacterial Test:**

Other water provider	Per IGA / MOU
Other requests	TMO

**Public Records:**

Minimum Charge for Labor	\$25.00
Copies (per page)	\$0.10
Electronic Records CD or DVD readily available	\$10
Other Requested Services	TMO
Document Charges	TMO
Annual Financial Report (CAFR)*	\$25
Budget Document*	\$25
* Available at <a href="http://www.crwater.com">www.crwater.com</a>	
Waivers, reductions, exemptions	must be written request
Per General Manager discretion	

**Cross Connection**

Late compliance test reporting	\$20
Disconnect penalty	\$100
Non-compliance penalty	up to \$500/day

**CLACKAMAS RIVER WATER**

## Miscellaneous Fees and Charges

7/1/2022

Utility billing

Penalty Fee	\$5 or 5% of balance in excess of \$100
Disconnect Fee	\$50
NSF Fee	\$35
After Hours (Non-emergency) Call Out	TMO with \$100 minimum

Removing, Obstructing Access, or Tampering / Interfering with the Meter or Distribution System:  
(meter, fire hydrant, manhole, property, equipment, or appliance making up the distribution system)

    Broken/Tampered Lock \$200

    Removing, Obstructing Access, or Tampering  
    with the Meter or Distribution System: TMO

Deposit for Delinquent Account:

    Residential \$300/ maximum

    Commercial \$400/ maximum

Right-of-Way Usage Fee:

City of Oregon City	0.25/2-month billing period
Resolution No. 13-26 11/15/2013 www.orcity.org	
City of Happy Valley	0.07/2-month billing period
Resolution No.16-13 7/1/2016 www.happyvalleyor.gov	

Fire Hydrant Use - Unauthorized:

Unauthorized Fire Hydrant & Other Equipment Use	\$600
Non-approved Tank/Truck Use	\$1,000
Use of Water without a Permit	\$600

Fire Hydrant Use - Authorized:

Fire Hydrant Water Usage Permit:	
Permit Fee (1 day)	\$100
Permit Fee (up to 4 months) annual	\$65
Permit Renewal Fee (up to 4 months) 2 renewals maximum	\$25
Security/Damage Deposit	\$1,400
Meter Fee (annual)	\$100
Usage (Reporting Required, \$15 monthly minimum)	Commercial Block 2 rate, \$15 monthly minimum billing
Non-Reporting Penalty	\$ 50/Month
Late Exchange Fee (Hydrant meter)	\$ 150/Month

Other Fees & Charges:

Damaged Service/Property	TMO
Research	TMO

**CLACKAMAS RIVER WATER**

## Equipment and Vehicle Rental Rates

Effective Date: July 1, 2022

	Year	Equipment/Vehicle Number	Current Hourly Rate
<b>Trailer</b>			
Trailmax 16FT Vehicle Hauler	2001	300	\$ 10.00
Trailmax 20 ton-Trailer	2001	400	\$ 15.00
Trailmax 20 ton-Trailer	1992	201	\$ 15.00
Eagerbeaver Shoring Trailer	1991	202	\$ 35.00
GEMST Service Trailer T-16-T	2017	500	\$ 35.00
Port-A-Potty Trailer #1	1999	205	\$10.00 / Day
Port-A-Potty Trailer #2	1999	206	\$10.00 / Day
<b>Generator</b>			
Multi-quip Generator and Trailer	1989	927	\$ 15.00
Onan Diesel Generator 250KW	1994	931	\$ 15.00
Miller Generator/Welder	1990	933	\$ 15.00
Onan Diesel Generator 250KW	1998	934	\$ 15.00
<b>Miscellaneous Tools</b>			
Yanmar Excavator - Mini/Attachments	2006	07-E1000	\$ 50.00
Speed Shoring Shield Box 8 X 8	1994	950	\$ 20.00
Speed Shoring Shield Box 8 X 8	1992	951	\$ 20.00
Asphalt/Concrete Saw	2018	18-003	\$ 50.00
Toyota Fork Lift	2019	F19	\$ 35.00
John Deere 410L Backhoe	2020	20-1000	\$ 50.00
Vac-Truck Valve Box Cleaner (NEW)	2022	1470	\$ 35.00
<b>Dump Truck</b>			
10 YD. Auto Car	1986	2000	\$ 55.00
5 YD. Ford L-8000	1990	2100	\$ 50.00
5 YD. GMC.	1994	2200	\$ 50.00
10 YD. Freightliner	1996	2300	\$ 65.00
5 YD Frieghtliner	2020	2400	\$ 50.00
12 YD Freightliner (NEW)	2021	2500	\$ 65.00
<b>Van</b>			
Toyota Sienna	2000	3305	\$ 20.00
Ford Transit Van 350	2020	20-100	\$ 25.00

**CLACKAMAS RIVER WATER**

## Equipment and Vehicle Rental Rates

Effective Date: July 1, 2022

	Year	Equipment/Vehicle Number	Current Hourly Rate
<b>Pickup</b>			
Toyota T-100 4 X 4	1998	1001	\$ 25.00
Ford F-250 4 X 4 W/ Canopy	1999	3500	\$ 25.00
Toyota Tacoma 4X4	2006	07-200	\$ 25.00
Toyota Tacoma 4X4	2015	15-100	\$ 25.00
Toyota Tacoma 4X4	2015	15-200	\$ 25.00
Toyota Tacoma 4X4	2015	15-300	\$ 25.00
Toyota Tacoma 4X4	2015	15-400	\$ 25.00
Toyota Tacoma 4X4	2015	15-500	\$ 25.00
Toyota Tacoma 4X4	2021	21-200	\$ 25.00
Ford F-150 4X4	2018	18-100	\$ 25.00
Ford F-150 4X4	2020	20-200	\$ 25.00
<b>Service Truck</b>			
Ford F-350 4-Wheel/Clubcab	2007	07-300	\$ 35.00
Ford F-350 Club cab	2002	4405	\$ 35.00
Freightliner M2 106	2016	15-600	\$ 50.00
Ford F550 Hydrant Maintenance	2017	17-100	\$ 50.00
Ford F550 Valve Maintenance	2018	18-200	\$ 50.00
Ford F550 2 yard dump bed (NEW)	2022	21-300	\$ 50.00
<b>Automoblies</b>			
Toyota Prius 4-Door	2002	3310	\$ 15.00
Ford Explorer	2015	15-700	\$ 15.00
<b>Emergency Preparedness</b>			
Plunge Saw w/ Pump and Accessories (Hyd)	2013	Emergency	TMO
		Non-Emergency	TMO
Plunge Saw and Accessories (Gas)	2013	Emergency	TMO
		Non-Emergency	TMO
Hurricane Water Purification System	2013	Emergency	TMO
		Non-Emergency	TMO
Overland Pipe System (E-600)	2014	Emergency	TMO
		Non-Emergency	TMO
Water Treatment Trailer (E-200)	2014	Emergency	TMO
		Non-Emergency	TMO
Water Distribution Trailer (E-100)	2012	Emergency	TMO
		Non-Emergency	TMO
Variable Message System Trailer (E-400)	2017	Emergency	TMO
		Non-Emergency	TMO
Variable Message System Trailer (E-500)	2017	Emergency	TMO
		Non-Emergency	TMO
TEREX Genie Light Plant	2019	Emergency	TMO
		Non-Emergency	TMO

## **CLACKAMAS RIVER WATER**

AWWA - American Water Works Association

CCI - Construction Cost Index

ENR - Engineering News Records

ERU - Equivalent Residential Unit

Minimum charge for non-emergency after hours calls - \$100

NSF - Non-sufficient funds

SDC - System Development Charges

TMO - Time, Materials and Overhead

Time - Labor charged at employee rate - straight time if during regular business hours and time and a half if after hours.

Materials are charged at actual expense.

Overhead is 35.1% of labor charged.

Example:

Senior Waterworks Mechanic	\$ 67.53	hourly rate
	\$ 101.30	overtime rate
	35.1%	overhead rate
Straight time plus overhead	\$ 91.26	
After hours rate plus overhead	\$ 136.89	

**CLACKAMAS RIVER WATER**

**REGULAR BOARD MEETING**

**May 12, 2022**

**SUBJECT** Consider Approval of Intergovernmental Agreement (IGA) with Clackamas County, Oregon Housing Community Services and CRW for Low-Income Housing Water Assistance (LIHWA) Program

**DRAFT MOTION** Move to approve the Intergovernmental Agreement with Clackamas County for the Low-Income Housing Water Assistance Program

**EFFECTIVE DATE** May 12, 2022

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

**BOARD ACTION REQUESTED** The Board is requested to authorize the Intergovernmental Agreement (IGA)

**DOCUMENTS ATTACHED** Exhibit A– IGA for Clackamas County Social Services Division Low-Income Housing Water Assistance Program

**Agenda Summary**

**BACKGROUND** The Clackamas County Social Services Division is participating in the federally funded Low-Income Housing Water Assistance (LIHWA) program issued by the State of Oregon, Department of Housing and Community Services, in collaboration with water and wastewater utilities statewide. The IGA outlines the program requirements that Clackamas River Water (CRW) will need to follow for the County to authorize payments on behalf of eligible client households that meet program requirements.

This program will allow eligible customers to continue water service by authorizing payments to CRW from Clackamas County.

**STAFF RECOMMENDATION** Staff recommends approval and signature of the amendment to the IGA as presented.

CONTRACT FOR WATER ASSISTANCE PROVISIONS  
BETWEEN  
Clackamas County  
AND  
Clackamas River Water

This Low-Income Housing Water Assistance (LIHWA) Program Agreement (“Agreement”) is entered into by and between the Clackamas County (“Agency”), Clackamas River Water (“Vendor”), and the Oregon Housing and Community Services Department, together with its successors and assigns (“Department”), (each a “Party” and collectively the “Parties) under the following terms:

1. Entire Contract

- a) This Agreement is the mechanism by which all Parties can carry out the provisions of the Low-Income Household Water Assistance (LIHWA) Program.
- b) It is understood and agreed that the entire contract between the Parties is contained in this Agreement.
- c) This Agreement supersedes all previous commitments, promises, representations either oral or written, between the Parties relating to the subject matter hereof.
- d) The person signing this Agreement on behalf of the Vendor certifies and attests that the Vendor has the power and authority to enter into and perform this Agreement, and that the signor has full and complete authority to bind the Vendor.
- e) All the words and phrases used in this Agreement shall have the meanings given herein or as used in the LIHWA Program Requirements and other related requirements unless the context clearly requires otherwise.

2. Definitions

- a) Authorization means a form that contains the Eligible Household’s account number, name of person applying for LIHWA assistance, name on the account, address of Eligible Household, and amount of the LIHWA Payment to be applied to the Eligible Household’s account.
- b) Commitment means the initial communication that an Eligible Household has qualified for LIHWA Payments and serves as notice of the forthcoming Authorization.
- c) Eligible Household means a household receiving services from the Vendor that has been determined, by the Agency in accordance with LIHWA eligibility guidelines, to be eligible for a LIHWA Payment.
- d) LIHWA Payment(s) includes regular and crisis payments made by the Agency to the Vendor on behalf of Eligible Households for eligible drinking water and/or wastewater service charges (including reconnection charges, fees, penalties, or reduction of current charges and fees).

3. The Agency agrees to do the following:

- a) To assign a vendor number/business code to each Vendor after the Agreement is fully executed.
- b) To obtain an Eligible Household’s consent through a Release of Information in order for the Agency to initiate two-way communication with the Vendor regarding Account information (such as current amount owed, status of service, and crisis situation indicators).
- c) To effectuate LIHWA Payments to the Vendor on behalf of Eligible Households, including:
  - i. Notifying the Vendor of Commitments through an agreed-upon format (i.e., direct portal input, written, oral, etc.),
  - ii. Notifying the Eligible Household of Commitments made to Vendor,
  - iii. Pursuant to Commitment, submitting payment to the Vendor promptly and no later than 45 days after Commitment issued, and
  - iv. Prior to receipt of payment, notifying Vendor of any changes to Commitments caused by federal or state law.
- d) To issue to Vendor a single check or Automated Clearing House (ACH) payment that includes benefits for all Eligible Households. A payment register precedes the check or ACH deposit. The register includes the names of the Eligible Households, the account names and numbers, the amounts to be applied to each account, and the addresses and counties of residence of the Eligible Households.



- e) To inform the Vendor in the case an Eligible Household is in crisis or life-threatening situation and speaking to the Vendor on behalf of the Eligible Household when a member of the Eligible Household is not present or does not have accessibility to such a discussion.

4. The Vendor agrees to do the following:

- a) To refer its customers to the Agency for assistance.
- b) To charge all Eligible Households using the Vendor's normal billing process.
- c) To charge all Eligible Households the price normally charged for drinking water and/or wastewater services supplied to non-eligible households, except for other billing assistance and/or discount programs.
- d) Not to exclude or discriminate against any Eligible Households with respect to cost of services, terms, deferred payment plans, credit, conditions of sale, or discounts and programs offered to non-eligible households.
- e) Not to treat any Eligible Households adversely because of receipt of LIHWA assistance.
- f) To continue to apply the regular drinking water and/or wastewater service charges and credits of payments in regular fashion, even in consideration of a Commitment or LIHWA Payment.
- g) To process all LIHWA Payments, on behalf of Eligible Households from the Agency, including:
  - i. Applying a credit notation to the Eligible Household's account as soon as the Vendor receives a LIHWA Authorization from the Agency.
    - 1. This credit can only be applied to water and wastewater related charges and fees.
    - 2. This credit cannot be applied to charges and fees including but not limited to police, streetlights, and garbage service.
  - ii. Applying and itemizing LIHWA Payments for all Eligible Households identified in the LIHWA Payment Register as directed by the Agency.
  - iii. Posting all payments to Eligible Household accounts promptly after being received, no later than the next billing cycle.
  - iv. If a LIHWA Payment cannot be credited to the Eligible Household's account, processing a refund, according to the Oregon LIHWA Vendor Refund Policies, directly to the Eligible Household within thirty (30) days.
- h) To discuss the Eligible Household's crisis or life-threatening situation with the Agency, speaking on behalf of the Eligible Household when a member of the Eligible Household is not present or does not have accessibility to the discussion.
- i) To cooperate with the Agency, once informed of the crisis or life-threatening situation and in receipt of a Commitment, to resolve the Eligible Household's situation related to drinking water and/or wastewater services with urgency.
- j) To comply with Oregon LIHWA Vendor Refund Policies, as described below in this Agreement.
- k) To maintain an accounting system and supporting fiscal records that represent the amounts and billing of drinking water and/or wastewater services provided to Eligible Households.
- l) To fully cooperate with the Department's and Agency's monitoring practices, including but not limited to providing requested documentation for Federal representatives or Oregon Secretary of State representatives within set time frames, as well as communicating with Department or Agency staff.
- m) To provide at no cost to the Department, Eligible Household, or Agency, written information on an Eligible Household's drinking water and/or wastewater services costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods, even when it may be from a prior occupant household.
- n) To provide at no cost to the Department or Agency, or an authorized agent to the Department or Agency, for the purposes of research, evaluation, and analysis, information on household drinking water and/or wastewater services costs and usage for Eligible Households.
- o) **Program Requirements:** Vendor agrees to timely satisfy all requirements of this Agreement, including all LIHWA Regulations or other forms of LIHWA federal guidance, as applicable, and all other applicable federal, state, and local statutes, rules, regulations, ordinances, and orders (all of the foregoing, as amended from time to time, collectively, the "Program Requirements") to the satisfaction of Department or Agency.

5. Termination

- a) This Agreement shall terminate upon the earliest to occur of the following events:

- i. A change in the requirements of applicable Federal or State regulations for LIHWA administration,
  - ii. A change in the state plan for administering LIHWA that affects the terms and conditions of this Agreement,
  - iii. Thirty (30) days' written notice of termination by any Party,
  - iv. Mutual consent of all Parties,
  - v. Any license or certificate required by law or regulation to be held by the Vendor to provide services outlined in this Agreement is denied, revoked, or not renewed, or
  - vi. The end of the LIHWA program year, which begins on January 1, 2022 and ends on September 30, 2023.
- b) This Agreement will terminate effective immediately upon determination by the Department that the Vendor is not in compliance with the terms of this Agreement, including the Program Requirements. The Vendor will be notified within ten (10) days of termination.
  - c) Termination by any Party shall not discharge any obligations owed by any Party to another or to an Eligible Household or any liability, which has accrued prior to termination.
  - d) The rights and remedies of any Party provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

#### 6. Miscellaneous

- a) **Subcontracts:** The Vendor shall not enter into any subcontracts, beyond those already in place for normal and current billing operations, for any of the services provided under this Agreement without obtaining prior consent from the Department or Agency. The Vendor shall also provide the subcontract agreement(s) with this Vendor Agreement (see Attachment A).
- b) **Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument between the Parties.
- c) **Execution and Counterparts:** This Agreement may be executed in counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- d) **Severability:** If any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.
- e) **Assignment:** The Vendor shall not assign or transfer its interest in this Assignment without the express written consent of the Department and Agency.
- f) **Waiver:** The failure by any Party to enforce any provision of this Agreement shall not constitute a waiver by another Party of that or any other provision.
- g) **Independent Contractors/Workers' Compensation Coverage:** Vendor and Agency are independent contractors under this Agreement and both covenant, warrant, and affirm that neither they nor any of their agents, representatives or employees are an officer, employee, or agent of the other party. Vendor and Agency further covenant, warrant and affirm that they shall provide Workers' Compensation insurance for their prospective employees and require such by their subcontractors.
- h) **Indemnity:** Subject to any applicable limitations in the Oregon Constitution and the Oregon Tort Claims Act, each Party (the "Indemnifying Party") shall save, defend (consistent with ORS chapter 180), indemnify and hold harmless the other Party, the Department and each of their officers, agents, employees and members (the "Indemnified Parties") from all claims, suits or actions of whatsoever nature (collectively, "Claims") to the extent resulting from or arising out of the negligent or wrongful acts or omissions of the Indemnifying Party or its subcontractors, agents, or employees in its performance or non-performance of its obligations under this Agreement unless such Claims primarily result from the Indemnified Party or Parties' negligence, gross negligence or willful misconduct. In no event shall either Party be liable to the other for Claims in an amount more than \$50,000 per event.
- i) **Successors in Interest:** The provisions of this Agreement shall be binding upon and shall insure to the benefit of the Parties hereto, and their respective successors and assigns, if any.
- j) **Force Majeure:** A Party shall not be held responsible for delay or default as a result of an event or action beyond its reasonable control, including without limitation, fire, riots, acts of God or war.
- k) **Governing Law:** This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.
- l) **Merger:** This Agreement constitutes the entire Agreement between the Parties. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties.

- m) **Mediation:** In the case the Parties become involved in a dispute regarding any part of this Agreement, the Parties shall submit to mediation prior to the commencement of litigation to enforce this Agreement. The mediator shall be an individual mutually acceptable to all Parties. Each Party shall pay its own cost for the time and effort involved in mediation and agrees to split equally the cost of the mediator. All Parties agree to exercise best efforts and act in good faith to resolve all disputes.
- n) **Eligible Household Information Confidentiality:** Due to the obligations outlined in this Agreement, all Parties will have access to Confidential Information of Eligible Households, including but not limited to household member names, social security numbers, addresses, account numbers, account payments and balances, and income information. All Parties shall use appropriate safeguards to prevent the disclosure of Confidential Information to unauthorized third parties (which excludes, for example, compliance with applicable Public Records Laws or as required by an official court order), and shall prevent employees, agents or subcontractors from accessing, copying, disclosing or using any such Confidential Information.
- o) **Red Flag Rules:** All Parties agree to establish, maintain, and abide by reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft related to Eligible Households through the administration of LIHWA.
- p) **Funds Available and Authorized:** The Vendor understands and agrees that payment of amounts under this Agreement is contingent on the Department receiving appropriations or other expenditure authority sufficient to allow the Department and Agency to continue to make payments under this Agreement.
- q) **Effective Date and Duration:** This Agreement shall be effective upon execution by all Parties and shall remain in effect until terminated as described in the "Termination" section herein.
- r) **Further Acts:** Vendor will do, make, execute, and deliver all such further acts or writings as Department or Agency may require to protect the Department or Agency's rights under this Agreement.
- s) **False Claims Act:** The Parties acknowledge the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) a Party that pertains to this Agreement or LIHWA Payments for Eligible Households. The Parties certify that no claim is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Each Party further acknowledge, in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives as of the date(s) written below.

**VENDOR:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print: **Sherry French**

Title: **CRW Board President**

Vendor Name: Clackamas River Water

**AGENCY:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print: **Tootie Smith**

Title: Chair, Clackamas County Board of Commissioners

Agency Name: Clackamas County

## Oregon's Low-Income Household Water Assistance (LIHWA) Program Vendor Refund Policy

1. Credit Balances – Unless there is an event otherwise noted in this Refund Policy, all LIHWA Payments that create a credit balance remain on the Eligible Household's account until exhausted.
2. Ineligible Credit Balances - In the event that a LIHWA Payment cannot be applied to the Eligible Household's account, the remaining balance shall be returned to the Eligible Household within thirty (30) days after the Vendor receives the LIHWA Payment.
3. Deposits – All deposits and accrued interest become the property of the Eligible Household and shall be returned to the Eligible Household at the time specified in the deposit agreement in a manner consistent with applicable administrative rules, approved tariffs and other law.
4. Voluntary Closure and Moves - If the Eligible Household voluntarily closes the account that received a LIHWA Payment or moves to another service address that the Vendor does not represent, any credit balances resulting from a LIHWA Payment shall be refunded to the Eligible Household. If the Eligible Household moves to another service address by which the Vendor does represent, any credit balances resulting from a LIHWA Payment shall be transferred to the new address.
5. Inability to Locate Eligible Household – In the event that the Vendor is unable to locate the Eligible Household within one (1) year after service has been discontinued for any reason, any unused portion of a LIHWA Payment shall be returned to the Oregon Department of State Lands as unclaimed property.
6. Deceased Eligible Household – In the event a LIHWA Payment remains on the Eligible Household's account and the account is closed, the Vendor shall return the LIHWA Payment credit balance to the Department no later than the end of the program year. The Vendor shall submit a check to the Department with the notation of number six of this Refund Policy.
7. Return Address for Refunds to the State of Oregon – Mail refunds to:

OREGON HOUSING AND COMMUNITY SERVICES, ENERGY SERVICES SECTION  
ATTN: LIHWA PROGRAM REFUND  
725 SUMMER ST NE, SUITE B  
SALEM, OR 97301

*Refunds must include the following information: Eligible Household name, Eligible Household address, Name of Agency that provided LIHWA Payment to Eligible Household, Date of LIHWA Payment to Vendor, Reason for the return.*

8. Incorrect Payments – All Agencies and Vendors are required to review the LIHWA Payments register for accuracy. In the event an Agency makes a payment in error, the Agency must correct the error within thirty (30) days of the error's discovery and the Agency is responsible for any applicable late charges, interest, or other penalties that cannot be waived in good faith. LIHWA Payments made in error must be corrected by the Agency and will be refunded from subsequent LIHWA Payments made to the Vendor. In the event the Vendor credits an account in error due to causes other than Agency error or otherwise misappropriates LIHWA Payments, the Vendor must correct the error within thirty (30) days of the error's discovery and is responsible for any applicable late charges, interest, or other penalties that cannot be waived in good faith.

Drinking Water and/or Wastewater Utility Vendor Information

Vendor Name		
Clackamas River Water		
Primary Contact Name	Primary Contact Phone	Customer Service Phone
Jason Kirkpatrick	503-722-9224	503-722-9220
Primary Contact Mailing Address	Primary Contact Fax	Primary Contact Email
16770 SE 82nd Drive Clackamas OR 97015		jkirkpatrick@crwater.com
Payment Contact Name	Payment Contact Phone	
Payment Contact Mailing Address	Payment Contact Fax	Payment Contact Email

Legal Name (For tax purposes)		
Clackamas River Water		
Taxpayer Identification Number (TIN)		
93-1177243		
Type of TIN		
<input checked="" type="checkbox"/>	Employer ID Number (FEIN)	Social Security Number (SSN)
	Individual Taxpayer ID Number (ITIN)	
Type of Entity		
	Individual/Sole Proprietor	Limited Liability Company
	Corporation	<input checked="" type="checkbox"/> Government Entity

Counties served (Please check all that apply)							
<input type="checkbox"/>	Baker	<input type="checkbox"/>	Douglas	<input type="checkbox"/>	Lake	<input type="checkbox"/>	Tillamook
<input type="checkbox"/>	Benton	<input type="checkbox"/>	Gilliam	<input type="checkbox"/>	Lane	<input type="checkbox"/>	Umatilla
<input checked="" type="checkbox"/>	Clackamas	<input type="checkbox"/>	Grant	<input type="checkbox"/>	Lincoln	<input type="checkbox"/>	Union
<input type="checkbox"/>	Clatsop	<input type="checkbox"/>	Harney	<input type="checkbox"/>	Malheur	<input type="checkbox"/>	Wallowa
<input type="checkbox"/>	Columbia	<input type="checkbox"/>	Hood River	<input type="checkbox"/>	Marion	<input type="checkbox"/>	Wasco
<input type="checkbox"/>	Coos	<input type="checkbox"/>	Jackson	<input type="checkbox"/>	Morrow	<input type="checkbox"/>	Washington
<input type="checkbox"/>	Crook	<input type="checkbox"/>	Jefferson	<input type="checkbox"/>	Multnomah	<input type="checkbox"/>	Wheeler
<input type="checkbox"/>	Curry	<input type="checkbox"/>	Josephine	<input type="checkbox"/>	Polk	<input type="checkbox"/>	Yamhill
<input type="checkbox"/>	Deschutes	<input type="checkbox"/>	Klamath	<input type="checkbox"/>	Sherman		

Tribes served (Please check all that apply)			
<input type="checkbox"/>	Burns Paiute	<input type="checkbox"/>	Confederated Tribes of Warm Springs
<input type="checkbox"/>	Confederated Tribes of Coos, Lower Umpqua, and Siuslaw Indians	<input type="checkbox"/>	Cow Creek Band of Umpqua Indians
<input type="checkbox"/>	Confederated Tribes of Grand Ronde	<input type="checkbox"/>	Coquille Indian Tribe
<input type="checkbox"/>	Confederated Tribes of Siletz	<input type="checkbox"/>	Klamath Tribes
<input type="checkbox"/>	Confederated Tribes of Umatilla Reservation		

**CLACKAMAS RIVER WATER**

**REGULAR BOARD MEETING**

**May 12, 2022**

**SUBJECT** Consider Contract Amendment for River City Environmental for Vac-Excavation Services

**DRAFT MOTION** I move to approve Amendment #2 to contract 03548-08-2020 for vac-excavation services with River City Environmental, Inc. for the not-to-exceed amount of \$90,000; and authorize the General Manager to sign the contract.

**EFFECTIVE DATE** May 12, 2022

**PRINCIPAL STAFF PERSON** Adam Bjornstedt – Chief Engineer  
Jon Sleight – Water Distribution Supervisor

**BOARD ACTION REQUESTED** Approval of a contract amendment for vac-excavation services with River City Environmental, Inc., to increase the not-to exceed amount to \$90,000.

**RELATED STATUTES/RULES** CRW Local Contract Review Board Rules

**Agenda Summary**

**BACKGROUND** River City Environmental, Inc. provides CRW with vac-excavation services under an existing contract (03548-08-2020). Vac excavation services are used for standard and emergency excavation procedures in the installation of waterlines, services, valves and hydrants, as well as potholing of existing utilities. This type of service reduces the amount of excavation-related damages to existing utilities as it provides a less-invasive means of excavating around sensitive facilities. Hydro-excavation services were budgeted for in the current FY19-21 Budget under “contract work”, as well as under general CIP project estimates. The Board is asked to approve this contract amendment since it is beyond the General Manager’s authorization limit.

**ANALYSIS** During the current contract period, River City Environmental (RCE) has been utilized extensively for routine and emergency hydro-excavating services. Since the contract has an annual spend limit of \$65,000, efforts are made to monitor usage to ensure this is not exceeded. Due to an increased number of service installations, emergency repairs, and CIP investigative work, CRW has utilized RCE at a greater-than-anticipated rate. Additionally, hourly costs for this work have increased for both routine and emergency (after hours) charges. While expenditures are supported in the current budget, it is necessary to amend the contract to ensure that sufficient limits exist to accommodate projected work through the contract renewal period of August 2022. The requested amendment will increase the not-to-exceed amount to \$90,000.

**STAFF  
RECOMMENDATION**

Approve the contract amendment for hydro excavation services with River City Environmental, Inc.

**CLACKAMAS RIVER WATER**

**REGULAR BOARD MEETING**

**May 12, 2022**

**SUBJECT** Consider Approval of Intergovernmental Agreement (IGA) with Clackamas County For Corrections Work Crew Support

**DRAFT MOTION** Move to approve the Amendment to the Intergovernmental Agreement with Clackamas County for Clackamas County Corrections Work Crew Support

**EFFECTIVE DATE** May 12, 2022

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

**BOARD ACTION REQUESTED** The Board is requested to authorize the Amendment to the Intergovernmental Agreement (IGA)

**DOCUMENTS ATTACHED** Exhibit A- IGA for Clackamas County Corrections Work Crew Support  
Exhibit B- Amendment 2022 to IGA for Correction Work Crew Support

**Agenda Summary**

**BACKGROUND** The Clackamas County Community Corrections Department provides work crew support through IGAs with neighboring public agencies. Clackamas River Water (CRW) has utilized this program provided by the County for several years. The county corrections work crews provide support for landscaping, trash and graffiti removal for CRW. Having this IGA with the County has been of benefit to CRW and staff is recommending that we continue to have this agreement in place.

The amendment will allow for the extension of the agreement for one year. This amendment will be the third of three possible extensions allowed under the original agreement.

Both the CRW Local Contract Revue Board Rules (LCRB) and State Statute encourage the government entities to enter into agreements which provide both parties with mutual benefit.

**STAFF RECOMMENDATION** Staff recommends approval and signature of the amendment to the IGA as presented.



## Exhibit A

### INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY AND CLACKAMAS RIVER WATER

CRW Contract #  
00200-07-2019

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, by and through the Community Corrections Department, and Clackamas River Water ("Agency"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

#### RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

#### TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or June 30, 2020, but may be renewed for three (3) additional one (1) year agreements upon written approval by both parties.
2. **Rights and Obligations of the County.**
  - A. The COUNTY agrees to:
    - i. Provide a Work Crew Supervisor to supervise the Work Crews and perform work when safety and work flow allow.
    - ii. Provide a minimum of four (4) clients to perform general labor on a mutually agreed-upon schedule. Work crews will take (2) 15 minute breaks (non-billable) and (1) 30 minute lunch (non-billable) per County Policy. Total labor hours including mobilization will be a minimum of twenty-four (24) per work day.
    - iii. Provide all basic tools to perform assigned scope of work. Basic tools include: (Axes, Brooms, Chainsaws, Garden Rakes, Hand Saws, Hoes, Lawn Mowers, Leaf Blowers, Litter Pickers, Loppers, Machetes, Mattocks, Pitchforks, Pruning Shears, Shovels, String Trimmers, and Wheel Barrows.) If special tools are necessary, they shall be provided by the Agency.
  - B. For Graffiti removal services COUNTY agrees to:
    - i. Provide a Work Crew Supervisor to supervise the Work Crew and perform work when safety and work flow allow;
    - ii. Provide a minimum of two (2) clients to perform labor on mutually agreed schedule;
    - iii. Provide all necessary tools to perform scope of work; including pressure washer, buckets, brushes, and AGENCY approved graffiti removal chemicals when necessary. (SDS available);
    - iv. Remedy requested work within ten (10) days of notification per code;
    - v. Take before and after photos for documentation and furnish to AGENCY upon completion;

- vi. Proactively notify AGENCY of any painted graffiti and address with consent from AGENCY.

**3. Rights and Obligations of the AGENCY.**

**A. The AGENCY agrees to:**

- i. Identify Work Crew projects, such as litter patrol, trail, and landscape maintenance in Clackamas County.
- ii. Schedule Work Crew projects on a mutually agreed-upon schedule; communicating scope of work and tool requirements to COUNTY.

**B. For Graffiti removal services AGENCY agrees to:**

- i. Promptly notify COUNTY of painted graffiti once it has been determined that COUNTY is going to be contracted for graffiti removal;
- ii. Provide COUNTY with a detailed description of the location and nature of the graffiti to be removed and ensure access for removal;
- iii. When paint over is the identified best remedy, AGENCY will provide paint to COUNTY for an accurate color match;
- iv. AGENCY will not Contract COUNTY in instances where ladders or man lifts are required or work has extreme grade or other inherent dangers beyond COUNTY's mutually understood capabilities.

**4. Compensation.**

- A. The Agency agrees to pay \$425 per crew per day for the services outlined in Section II. A.
- B. For Graffiti removal services outlined in section II.B above. Agency agrees to pay \$200 per event for maximum of nine (9) hours of labor. Events requiring more than nine (9) hours will be charged a rate of \$400 per event.
- C. Payments shall be made on the basis of requests for payment submitted as follows:
  - i. COUNTY will bill the Agency within the first week following the last working day of each calendar month in which work is performed;
  - ii. The Agency agrees to pay COUNTY within 30 days of the receipt of the COUNTY'S Invoice.

**5. Representations and Warranties.**

- A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
- B. *County Representations and Warranties:* County represents and warrants to Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**6. Termination.**

- A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
  - B. Either the County or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
  - C. The County or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
  - D. The Agency may terminate this Agreement in the event the Agency fails to receive expenditure authority sufficient to allow the Agency, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the Agency is prohibited from paying for such work from the planned funding source.
  - E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination
7. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the Agency, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof, except for attorneys' fees, arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control, acting pursuant to the terms of this Agreement.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof, except for attorneys' fees, arising out of or based

upon damages or injuries to persons or property caused by the negligent or willful acts of the Agency or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Agency has a right to control, acting pursuant to the terms of this Agreement.

8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

- A. Fred Weinberg, or their designee, will act as liaison for the County.

**Contact Information:**

Fred Weinberg  
Clackamas County  
Community Corrections  
1024 Main St.  
Oregon City, OR 97045  
(503) 650-8929

- Todd Heidgerken, or their designee, will act as liaison for the Agency.

**Contact Information:**

Todd Heidgerken  
Clackamas River Water  
PO Box 2439  
Clackamas, OR 97015  
(503) 722-9220

**10. General Provisions.**

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be

brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in person jurisdiction of the courts referenced in this section.

- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or

written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- K. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole and absolute discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- L. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- M. **Survival.** All provisions in sections 6, 8, and 9 shall survive the termination of this Agreement.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

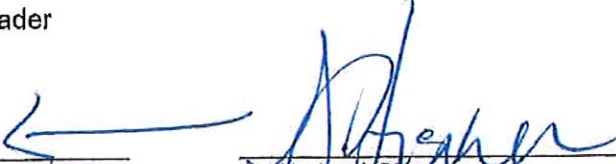
- O. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- P. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- Q. **Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

[Signatures on Following Page]

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

**Clackamas County**  
Chair Jim Bernard  
Commissioner Sonia Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader

**Clackamas River Water**  
PO Box 2439  
Clackamas, OR 97015  
(503) 722-9220

  
\_\_\_\_\_  
Chair, Board of County Commissioners

\_\_\_\_\_  
Authorized Signature

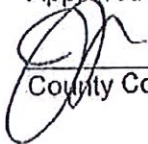
7-11-19 I.1  
Date

  
\_\_\_\_\_  
Hugh Kalani, CRW Board President

  
\_\_\_\_\_  
Recording Secretary

6/13/19  
Date

Approved as to form

  
\_\_\_\_\_  
County Counsel



**EXHIBIT B**

**CLACKAMAS RIVER WATER AMENDMENT #3**

Amendment and renewal of Intergovernmental Agreement between Clackamas County (COUNTY) and CLACKAMAS RIVER WATER (AGENCY) Dated July 11, 2019 for the provision of Community Service Work Crews.

This Amendment adds language to Terms of Agreement.

**AMEND:**

**1. Term**

**CHANGE TO ADD:**

The contract term will be effective upon full execution and terminate June 30, 2023. This serves as 3 (three) of 3 (three) renewals on this contract dated July 11, 2019.

This Amendment, when signed by Clackamas River Water and the Board of County Commissioners, on behalf Clackamas County, will become part of the contract document dated July 11, 2019.

**Clackamas County**  
Chair Tootie Smith  
Commissioner Sonya Fischer  
Commissioner Mark Shull  
Commissioner Paul Savas  
Commissioner Martha Schrader

**Clackamas River Water**  
PO Box 2439  
Clackamas, OR 97015  
(503) 722-9220

\_\_\_\_\_  
Chair, Board of County Commissioners

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sherry French, CRW Board  
President

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

Approved as to form

  
\_\_\_\_\_  
County Counsel

**CLACKAMAS RIVER WATER**

**Agenda Item –  
CA-1**

**REGULAR BOARD MEETING**

**May 12, 2022**

**SUBJECT**                      **Gross Payroll and Accounts Paid**

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

**EFFECTIVE DATE**            May 12, 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 April 2022, Payrolls – 2 payrolls - \$248,693.28  
2) Monthly Check History for April 2022 - \$582,558.45 (net)

# Earnings Statement

	First No.	Last No.	Total
Checks:	ADPCHECK	ADPCHECK	00000000001
Vouchers:	00000140001	00000140041	00000000014

SEAT 312 TOTAL DOCUMENT  
 CLACKAMAS RIVER WATE  
 LOCATION 0001

## CHECK STUFFING, RECONCILIATION

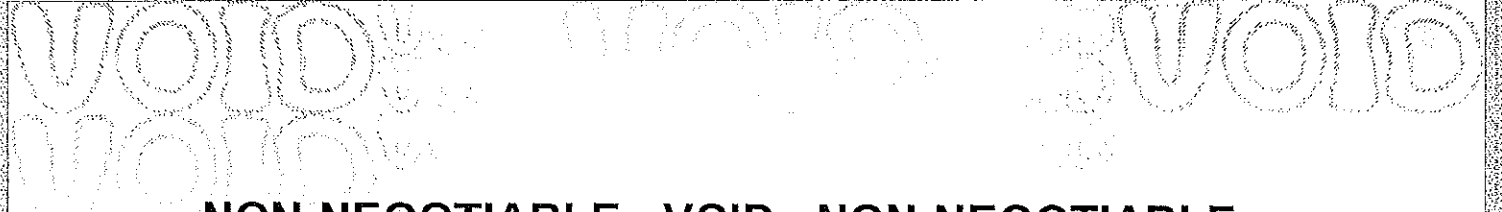
125043.77 GROSS  
 76209.50 NET PAY (INCLUDING ALL DEPOSITS)  
 12129.58 FEDERAL TAX  
 7531.63 SOCIAL SECURITY  
 1761.40 MEDICARE  
 .00 MEDICARE SURTAX  
 .00 SUI/DI/FLI/MLI TAX  
 7357.85 STATE TAX  
 .00 LOCAL TAX  
 95926.31 DEDUCTIONS  
 337.00 NET CHECK

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

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TEAR HERE

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



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

# Earnings Statement

Checks: ADPCHECK ADPCHECK 00000000000

Vouchers: 00000160001 00000160040 00000000015

SEAT 312 TOTAL DOCUMENT  
CLACKAMAS RIVER WATE  
LOCATION 0001

## CHECK STUFFING, RECONCILIATION

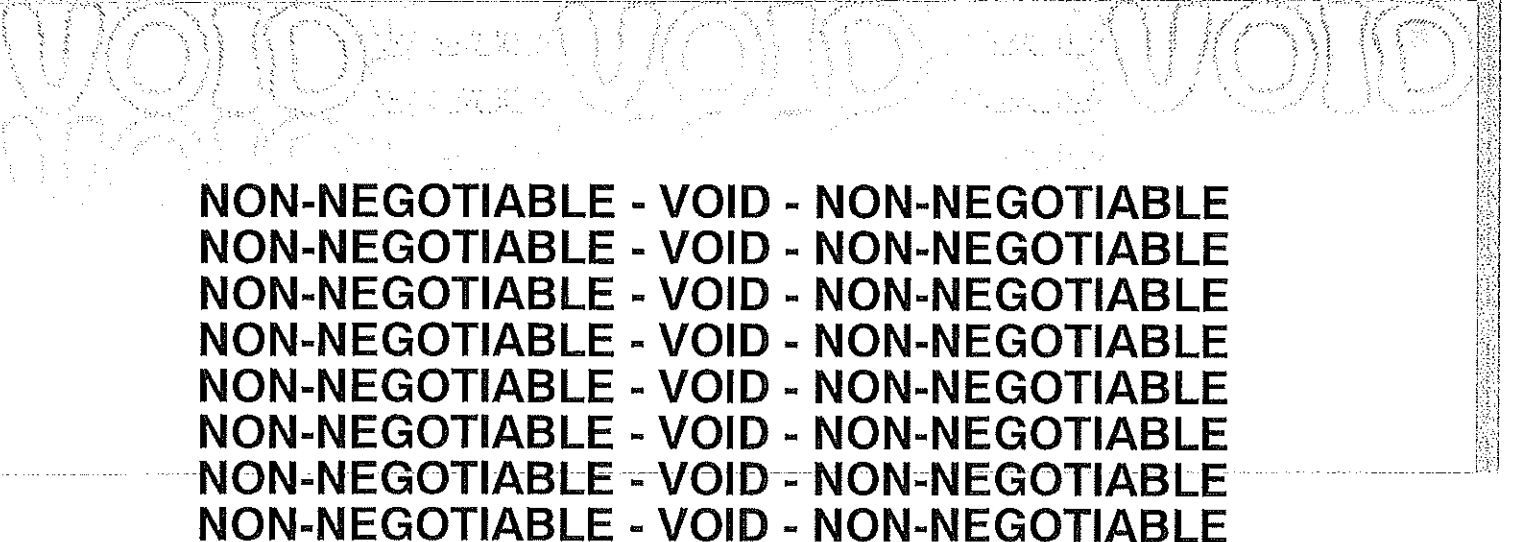
123649.51 GROSS  
 74941.63 NET PAY (INCLUDING ALL DEPOSITS)  
 11852.60 FEDERAL TAX  
 7445.21 SOCIAL SECURITY  
 1741.23 MEDICARE  
 .00 MEDICARE SURTAX  
 .00 SUI/DI/FLI/MLI TAX  
 7216.26 STATE TAX  
 .00 LOCAL TAX  
 95394.21 DEDUCTIONS  
 .00 NET CHECK

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

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TEAR HERE

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



Monthly Check History Listing  
Clackamas River Water  
4/1/2022 to 4/30/2022

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
6062	04/06/2022	01639 BENEFIT HELP SOLUTIONS	PRETAX BENEFIT TRANSACTION	3/29/2022	15.87	15.87
6063	04/12/2022	01959 US BANK	IN *OVERTON SAFETY TRAINI HECKLER DESIGN ABRAXIS INC IN *OVERTON SAFETY TRAINI SOUTHWEST AIRLINES ZOOM.US 888-799-9666 USA MECHANICAL INC. PORTLAND ROCK & LANDSCAPE LODGING VIKING AUTO SPRINKLER OR AWWA.ORG MKTP US*117105BQ2 APWA - WORK ZONE PLAQUEMAKER DIALOGTECHINC FEDEX 98690629 PAYPAL *NWOR AWWA NWOR FSP*OREGON GOVERNMENT FIN TST* REVERENDS FEDEX 99168310 NATIONAL INSITUTE OF GOVE ST OF OREGON DCBS AMAZON.COM*1Z4PN4JW1 GOVERNMENT FINANCE OFFIC GOVERNMENT FINANCE OFFIC AIA CORPORATION PAYPAL *NWOR AWWA NWOR AW FREE GEEK* INVOICE BNP MEDIA SUB ENR-AR-NEWS AVAS DNH*GODADDY.COM HIRINGTHING INC AMZN MKTP US*1W4JE3HP1 PLUMBINGSUPPLY.COM PAYPAL *PNWS AWWA	03/25/22 PAYABLEc 03/25/22 KEOBOUNNAMg 1,649.00 03/25/22 TRIPLETtb 1,580.20 03/25/22 PAYABLEb 1,000.00 03/25/22 CAMPBELLg 940.28 03/25/22 KEOBOUNNAME 899.40 03/25/22 RAYa 743.75 03/25/22 CAMPBELLb 727.50 03/25/22 KIRKPATRICK 570.88 03/25/22 CUMMINGSc 448.00 03/25/22 SLEIGHTc 406.60 03/25/22 PRESTWOODa 381.47 03/25/22 CAMPBELLf 375.00 03/25/22 CAMPBELLc 363.00 03/25/22 KEOBOUNNAMb 323.68 03/25/22 TRIPLETTE 277.49 03/25/22 RAYi 250.00 03/25/22 CAMPBELLj 250.00 03/25/22 HOLZGANGi 213.22 03/25/22 TRIPLETtg 209.98 03/25/22 VOYLESc 200.00 03/25/22 PAYABLEd 197.12 03/25/22 VOYLEsb 169.00 03/25/22 KIRKPATRICK 160.00 03/25/22 PAYABLEa 150.00 03/25/22 HOLZGANHh 134.10 03/25/22 RAYh 120.00 03/25/22 HOLZGANGa 120.00 03/25/22 BJORNSTEDTb 108.00 03/25/22 CAMPBELLe 104.92 03/25/22 KEOBOUNNAMEa 99.99 03/25/22 CAMPBELLa 99.00 03/25/22 TRIPLETtd 96.09 03/25/22 PRESTWOODb 95.19 03/25/22 CAMPBELLh 90.00		

Monthly Check History Listing  
Clackamas River Water  
4/1/2022 to 4/30/2022

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
			AMZN MKTP US*1Z1UM39W0	03/25/22 RAYk	89.34	
			AWWA.ORG	03/25/22 RAYj	89.00	
			AMZN MKTP US*1N8F91H61	03/25/22 RAYm	87.94	
			AMZN MKTP US*1B8RN1R02	03/25/22 TRIPLETTa	79.99	
			THE HOME DEPOT #4040	03/25/22 RAYb	77.20	
			AWWA.ORG	03/25/22 MCGINNISC	71.00	
			FERGUSON ENT #3041	03/25/22 RAYe	69.64	
			AMZN MKTP US*1Z7LC9VN2	03/25/22 RAYl	61.36	
			AMZN MKTP US*1N5LR6Jl1	03/25/22 HOLZGANG	58.98	
			MEETING	03/25/22 BJORNSTEDTa	54.00	
			ADOBE *800-833-6687	03/25/22 KEOBOUNNAMd	52.99	
			THE HOME DEPOT #4017	03/25/22 RAYg	52.51	
			AMZN MKTP US*1Z6QH3TA1	03/25/22 RAYc	49.99	
			MEETING	03/25/22 HOLZGANG	47.98	
			FERGUSON ENT #3041	03/25/22 RAYf	43.65	
			APPLE.COM/BILL	03/25/22 SLEIGHTb	40.97	
			AMZN MKTP US*1W9455W1	03/25/22 TRIPLETTc	39.87	
			MEETING	03/25/22 CUMMINGSe	37.76	
			CLEANFEED	03/25/22 MCGINNISA	34.00	
			AMAZON.COM*1W2OS7B92 AMZN	03/25/22 CUMMINGSa	32.00	
			THE HOME DEPOT #4017	03/25/22 RAYo	31.24	
			AMZN MKTP US*1Z7584R92	03/25/22 KEOBOUNNAMf	29.99	
			FRED-MEYER #0063	03/25/22 CUMMINGsb	27.99	
			AMZN MKTP US*1W43R7DC1	03/25/22 TRIPLETTf	26.97	
			AMAZON.COM*1N5787Q62 AMZN	03/25/22 CUMMINGsd	24.99	
			DOLLAR TREE	03/25/22 HOLZGANGf	18.80	
			MEETING	03/25/22 MCGINNISd	18.45	
			MEETING	03/25/22 MCGINNISE	17.95	
			AMZN MKTP US*1Z5U88S20	03/25/22 KEOBOUNNAMc	15.99	
			AMZN MKTP US*1NSJ774W0	03/25/22 HOLZGANGg	14.08	
			COSTCO WHSE #0097	03/25/22 HOLZGANGd	13.99	
			DRIVER LICENSE RENEW	03/25/22 SLEIGHTa	13.39	
			AMAZON PRIME*1I9M86Tl2	03/25/22 VOYLESa	12.99	
			AMZN MKTP US*1Z6AQ2X22	03/25/22 HOLZGANGb	12.93	
			BUZZSPROUT.COM PODCAST	03/25/22 MCGINNISb	12.00	
			SQ *A AAAWESOME LOCKSMITH	03/25/22 RAYd	10.00	
			WAL-MART #4176	03/25/22 KIRKPATRICK	9.88	
			HARBOR FREIGHT TOOLS 477	03/25/22 RAYn	4.99	

Monthly Check History Listing  
Clackamas River Water  
4/1/2022 to 4/30/2022

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
			FRED-MEYER #0393	03/25/22 HOLZGANGJ	3.38	
			DOLLAR TREE	03/25/22 HOLZGANGE	2.50	
			AVAS	03/25/22 CAMPBELLd	-24.94	
			PNWS AWWA	03/25/22 BJORNSTEDTc	-200.00	
			PNWS AWWA	03/25/22 BJORNSTEDTd	-200.00	17,115.59
6064	04/12/2022	00095 ING	VOLUNTARY PAYROLL DEDUCTION: DEFER COMP	PR 04/08/2022	4,901.26	4,901.26
6065	04/12/2022	00336 CITISTREET - STATE OF OREGON	VOLUNTARY PAYROLL DEDUCTION: DEFER COMP	PR 04/08/2022	2,785.88	2,785.88
6066	04/12/2022	04272 GLOBAL PAYMENTS INTEGRATED	CREDIT CARD MERCHANT STATEMENT - MARCH 2	MARCH 2022	21,678.98	21,678.98
6067	04/12/2022	00029 OREGON PERS	PERS PMT 1476127 1476382 1476874	03/21-04/05/2022	138,498.97	138,498.97
6068	04/19/2022	01959 US BANK	MERCHANT BILLING - MARCH 2022	MARCH 2022	2,196.99	2,196.99
6069	04/26/2022	00095 ING	VOLUNTARY PAYROLL DEDUCTION: DEFER COMP	PR 04/22/2022	4,881.01	4,881.01
6070	04/26/2022	00336 CITISTREET - STATE OF OREGON	VOLUNTARY PAYROLL DEDUCTION: DEFER COMP	PR 04/22/2022	2,784.08	2,784.08
6071	04/26/2022	01639 BENEFIT HELP SOLUTIONS	PRETAX BENEFIT TRANSACTION	04/18/2022	75.00	75.00
93449	04/06/2022	00002 AMERICAN FAMILY LIFE ASSURANCE	ACC: 0XNX3 - VOL. PAYROLL DEDUCT. - MARC	604248	1,463.74	1,463.74
93450	04/06/2022	00285 ARAMARK UNIFORM SERVICES INC	ACC. #934649000 - BUILDING MAINT. SUPPLI	52900024667	74.08	74.08
			ACC. #934649000 - BUILDING MAINT. SUPPLI	52900021552	74.08	148.16
93451	04/06/2022	02196 BOLI	ATHENS DR. WATERLINE PROJECT	03/29/2022	397.17	397.17
93452	04/06/2022	00317 CDW GOVERNMENT INC.	NETWORK CABLES	Q841383	71.50	71.50
93453	04/06/2022	03644 CITY OF HAPPY VALLEY	ROW USAGE FEE - REG/LICENSE FEE 3RD QUAR	04/01/2022	1,875.00	1,875.00
93454	04/06/2022	04256 CITY WIDE FACILITY SOLUTIONS	FEBRUARY 2022 - CLEANING - ADMIN/OPS/WTP/	35000051	7,065.12	
			MARCH 2022 - CLEANING - ADMIN/OPS/WTP/PAR	35000055	6,571.74	13,636.86
93455	04/06/2022	00227 CLACKAMAS GARBAGE CO INC	ACC. #04370 - TRASH REMOVAL SERVICE - MA	MARCH 2022	367.96	367.96
93456	04/06/2022	03775 FIELD INSTRUMENTS & CONTROLS	2 REPLACEMENT PH PROBES	180121	1,149.51	1,149.51
93457	04/06/2022	02322 GENERAL PACIFIC INC	16 PCS #6700-00	1433075	2,672.00	2,672.00
93458	04/06/2022	02284 K & D SERVICES OF OREGON INC	BEVINGTON, INSTALL REDLAND RD, NORTHEND LINE STOP, REPAIR REDLAND	17883 17940	3,724.88 3,198.64	6,923.52



Monthly Check History Listing  
Clackamas River Water  
4/1/2022 to 4/30/2022

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
93459	04/06/2022	04180 MADRONE TECHNOLOGY GROUP INC.	TELECOMMUNICATION	2036	1,083.00	
			CONTRACT WORK	2023	825.00	1,908.00
93460	04/06/2022	00353 METRO OVERHEAD DOOR INC	INSTALL KEYSWITCH AT GATE 1	218778	1,478.00	1,478.00
93461	04/06/2022	00138 MILWAUKIE, CITY OF	ACCOUNT# 24-3520-00 - 6201 SE LAKE RD -	24-3520-00	175.37	175.37
				2/20-3/20		
93462	04/06/2022	01641 MP PLUMBING COMPANY	2 STOP VALVES & FLUSHMETERS	407905-1	343.20	
			TOILET SEAL 1ST FLOOR WOMEN'S	407905	251.00	594.20
93463	04/06/2022	04375 NORTHWEST ENGINEERING SERVICE	INSPECTION AND CERTIFICATION OF FUME HOO	149742	1,157.00	1,157.00
93464	04/06/2022	04242 NORTHWEST MECHANICAL GROUP	MARCH HVAC SERVICES	26050	410.00	410.00
93465	04/06/2022	00013 NW NATURAL	863832-2 15098 OVER DR	863832-2 2/25-3/28	17.49	17.49
93466	04/06/2022	03815 PETROCARD INC	15-100 WATER QUALITY, 2400 EQUIPMENT, 21	C882401	1,474.80	1,474.80
93467	04/06/2022	00018 PITNEY BOWES GLOBAL FIN SVC LL	LEASE ACCT #0010797993	3315467700	472.83	472.83
93468	04/06/2022	03548 RIVER CITY ENVIRONMENTAL INC	REDLAND RD	783495	1,900.00	
			WILLOW LN	784821	857.50	2,757.50
93469	04/06/2022	00454 JON SLEIGHT	TRAVEL REIMBURSEMENT	03/28/2022	186.30	186.30
93470	04/06/2022	03394 TEAM ELECTRIC COMPANY	ELECTRICAL UPGRADE TO 90TH PS	24434	15,339.56	
			REPAIR STREET LIGHT NEAR GEN	24390	1,057.00	16,396.56
93471	04/06/2022	00282 TERMINIX INTERNATIONAL INC	CUST.# 1703007 - MARCH PEST CONTROL SERV	418670007	100.00	100.00
93472	04/06/2022	00130 WASTE MANAGEMENT OF OREGON	MARCH 2022 TRASH REMOVAL SERVICES - RIVE	9267124-1574-0	1,977.68	
			MARCH 2022 - TRASH REMOVAL SERVICES - 91	9267125-1574-7	505.07	2,482.75
93473	04/06/2022	03106 WRIGHT BUSINESS GRAPHICS	MARCH 2022 PROCESSING	4231966	4,478.38	
			MARCH 2022 PROCESSING & POSTAGE	4231968	3,354.30	10,198.51
			MARCH 2022 PROCESSING & POSTAGE	4231967	2,365.83	
93474	04/12/2022	03777 CAROLLO ENGINEERS INC	WTP MASTER PLAN PROGRESS PAYMENT - MARCH	FB21494	15,952.50	15,952.50
93475	04/12/2022	02774 COMPASS LAND SURVEYORS, INC.	TASK ORDER 4: EASEMENT MANAGEMENT	42157	3,400.00	3,400.00
93476	04/12/2022	03240 GARY RUDNIK P HARRANG LONG	LEGAL SERVICES - MARCH 2022	97447	4,244.00	4,244.00

Monthly Check History Listing  
Clackamas River Water  
4/1/2022 to 4/30/2022

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
93477	04/12/2022	04378 KEN HOFFMAN	Refund receipt #: 003766	Ref000189631	3,889.89	3,889.89
93478	04/12/2022	04377 JASON KIRKPATRICK	TRAVEL REIMBURSEMENT	04/07/2022	272.94	272.94
93479	04/12/2022	02922 KONE INC	CUST.# N295970 - QUARTERLY MAINT 04/01/2	962172728	418.89	418.89
93480	04/12/2022	04171 LSK GRAPHICS INC.	NEWSLETTER/BILL INSERT CREATION AND DESI	24830-18	340.00	340.00
93481	04/12/2022	04180 MADRONE TECHNOLOGY GROUP INC.	CONTRACT WORK	2039	1,540.00	1,540.00
93482	04/12/2022	04367 OREGON CITY GARAGE DOOR LLC	REPAIR LIGHT CURTAIN ON GARAGE DOOR ONE	32622169	861.00	861.00
93483	04/12/2022	00048 OREGON CITY, CITY OF	ACC.# 04-792203-01 (130825) - 01/22 - 0	01/31-02/28/2022	19.12	19.12
93484	04/12/2022	00021 PGE	WATER TREATMENT PLANT MARCH 2022	WTP MARCH 2022	29,227.37	
			PUMP STATION MARCH 2022	PUMP STATION MAR 22	15,894.78	
			ADMIN MARCH 2022	ADMIN MARCH 2022	2,766.59	47,888.74
93485	04/12/2022	00229 RICOH USA, INC.	COPIER LEASE #1021276-3672069 - 03/20 TO	106020545	356.97	
			COPIER LEASE #1021276-3797919 - 03/10 TO	105997380	45.75	402.72
93486	04/12/2022	00229 RICOH USA, INC.	CUST. # 4197629 - ADDITIONAL COPIES 03/0	5064282823	178.84	
			CUST. # 4220490 - ADDITIONAL COPIES 03/0	5064261741	87.68	
			CUST. # 4220490 - ADDITIONAL COPIES 03/0	5064261738	65.19	331.71
93487	04/12/2022	03543 SIX ROBBLEES INC	OUT FITTING NEW VEHICLE	10P4083	315.68	315.68
93488	04/19/2022	02663 ACCENT SIGNS, LLC	OFFICE NAMEPLATES AND HOLDERS	22-4-124	138.02	138.02
93489	04/19/2022	00002 AMERICAN FAMILY LIFE ASSURANCE	ACC. 0XNX3 - VOL. PAYROLL DEDUCT. - APRI	985560	1,463.74	1,463.74
93490	04/19/2022	00285 ARAMARK UNIFORM SERVICES INC	ACC. #934649000 - BUILDING MAINT. SUPPLI	529000255869	74.08	74.08
93491	04/19/2022	00304 CANTEL SWEEPING	APRIL- PARKING LOT SWEEPING - OPS (CUST.	e16747	235.00	
			APRIL- PARKING LOT SWEEPING - ADMIN (CUS	e16746	180.00	
			APRIL- PARKING LOT SWEEPING - PARK (CUST	e16748	165.00	580.00
93492	04/19/2022	00164 CENTURYLINK	PHONE SERVICES	503Z05-0025	1,756.85	1,756.85
			ONE CREW	04/05/22		
93493	04/19/2022	00200 CLACKAMAS COUNTY	ORMS-0153 / MONTHLY USER FEE PER USER OR	20-6016	425.00	425.00
93494	04/19/2022	03597 CLOUD RECORDS MANAGEMENT SOLUT		210640	370.20	370.20

Monthly Check History Listing  
Clackamas River Water  
4/1/2022 to 4/30/2022

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
93495	04/19/2022	02555 COMCAST	COMCAST MONTHLY CABLE INTERNET - 4/14-5/	2099723 4/14-5/13	248.85	248.85
93496	04/19/2022	00008 CONSOLIDATED SUPPLY CO.	WATER WORKS MATERIAL	S010559745.002	7,061.52	
			HYDRANT PARTS MISN. WATER WORKS	S010554270.002	1,926.13	
			HYDRANT PARTS MISN. WATER WORKS	S010446328.001	870.00	9,857.65
93497	04/19/2022	00017 CORE & MAIN LP	5 PCS #6870-20	Q579130	4,250.00	4,250.00
93498	04/19/2022	02856 CRYSTAL GREENS LANDSCAPING	LANDSCAPING MAINTENANCE - MARCH	B16082	2,899.00	2,899.00
93499	04/19/2022	03504 ENTERPRISE FLEET MANAGEMENT	CUST #488054 TRUCK LEASE 04/01-04/30/202	FBN4449380	635.72	635.72
93500	04/19/2022	03887 DBA: NAPA AUTO PARTS GENUINE PARTS CO. INC	WIPER BLADES	4462-00-321990	39.98	39.98
93501	04/19/2022	00167 GRAINGER INC				179.48
93502	04/19/2022	02288 GSI WATER SOLUTIONS INC	TASK 5 - PREPARE WMCP	00244.010-9	1,233.75	1,233.75
93503	04/19/2022	03426 GT EXCAVATING LLC	LINWOOD AND KING	2756	26,337.31	
			LINWOOD AND KING	2757	17,787.84	
			24" CUT/CAP FROM OLWD 16" OD	2750 RE-2	10,771.59	
			NEEDHAM CT 6" PIPE WORK	2756 RE-1	8,321.38	63,218.12
93504	04/19/2022	00124 H D FOWLER CO INC	3 PCS #3280-20	16051787	6,878.79	
93505	04/19/2022	03473 HASA INC	25 PCS #0900-07, 2 PCS 6 INCH BLIND FLAN	16051792	594.45	7,473.24
93506	04/19/2022	02570 HOME DEPOT CREDIT SERVICES	SODIUM HYPOCHLORITE - LOW SALT	805293	6,739.06	6,739.06
			112 PCS #8820-00, PALLET FEE, GLOVES	H4017-338858	449.19	
			TOP SOIL, SEED PATCH	H4017-339421	83.67	
			GLOVES, PLIERS, TOOLBAG	H4040-5296223	76.62	
			CLOROX, BUCKET, INSULATING SPRAY	H4040-324331	74.40	
			WORK GLOVES	H4040-6276943	61.10	
			TOOLS FOR TRUCK	H4017-5158423	54.18	799.16
93507	04/19/2022	04376 EXECUTIVE FORUM JDC BUSINESS GROUP INC	LEADERSHIP TRAINING	2007081251	6,600.00	6,600.00

Monthly Check History Listing  
Clackamas River Water  
4/1/2022 to 4/30/2022

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
93508	04/19/2022	02487 LLC LINESCAPE DIRECTIONAL BORING	SERVICE INSTALL REDLAND	57343	750.00	750.00
93509	04/19/2022	00138 MILWAUKIE, CITY OF	REPAIRED EXHAUST PIPE, SERVICE AND CODE	INV00672	391.09	391.09
93510	04/19/2022	00013 NW NATURAL	102053-6 9100 SE MANGAN DR.	102053-6 3/17-4/15	636.81	754.10
			102924-8 9100 SE MANGAN DR	102924-8 3/17-4/15	117.29	
93511	04/19/2022	00306 OFFICE DEPOT INC	ACCT#90261180 - ID#38683228 - OFFICE SUP	238055830001	81.72	81.72
93512	04/19/2022	03815 PETROCARD INC	15-100 WATER QUALITY, 2400 EQUIPMENT, 21	C888234	1,454.73	1,454.73
93513	04/19/2022	02386 PRINCIPAL FINANCIAL GROUP	LIFE, AD&D & LTD, ACC.# 108 1726-10001	MAY 2022	6,032.74	6,032.74
93514	04/19/2022	04255 PUMPTech LLC	CHEMICAL DOSING PUMPS CHLORINE	0180136-IN	116.46	116.46
93515	04/19/2022	00187 RAG MAN INC.	RAGS FOR CLEANING HANDS AND TOOLS	105554	540.00	540.00
93516	04/19/2022	00229 RICOH USA, INC.	COPIER LEASE #1021276-3734774 - 04/12 TO	106075289	208.86	208.86
93517	04/19/2022	04253 TEREX USA, LLC	SERVICE TRUCK CRANE INSPECTIONS AND TEST	7211543	608.00	1,216.00
			SERVICE TRUCK CRANE INSPECTIONS AND TEST	7200544	608.00	
93518	04/19/2022	00282 TERMINIX INTERNATIONAL INC	CUST.# 1703007 - APRIL PEST CONTROL SERV	419420356	100.00	100.00
93519	04/19/2022	00107 UNITED SITE SERVICES INC	PARK PORT-POTTIES	114-12976999	597.87	597.87
93520	04/19/2022	01736 WEST YOST ASSOCIATES	CRW SECURITY PLAN - TASK 1,2,4	2048556	1,004.50	1,004.50
93521	04/19/2022	02247 WHA INSURANCE AGENCY INC	MERP ADMIN FEE AND MERP REIMBURSEMENT AC	04/12/2022	2,967.21	2,967.21
93522	04/19/2022	02373 WORLD CUP COFFEE & TEA SERVICE		0203734	617.20	617.20
93523	04/26/2022	00285 ARAMARK UNIFORM SERVICES INC	ACC.#934649000 - BUILDING MAINT. SUPPLI	529000260126	74.08	74.08
93524	04/26/2022	00164 CENTURYLINK	ACC# 503-723-6700 962B - PHONE SERVICES	Apr 16 - May 16	84.71	84.71
93525	04/26/2022	00164 CENTURYLINK	PHONE SVC - ACCT#77563747 APRIL 2022	288424284	6.12	6.12
93526	04/26/2022	03325 CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE	93327343	5,260.41	5,260.41
93527	04/26/2022	03236 CLACKAMAS LANDSCAPE SUPPLY INC	ROUND ROCK	I-37085	52.00	52.00
93528	04/26/2022	02127 CLACKAMAS RIVER WATERPROVIDERS	PROJECT PARTICIPATION - 4TH QUARTER FY	4TH QTR FY 2021-22	29,822.00	29,822.00

Monthly Check History Listing  
Clackamas River Water  
4/1/2022 to 4/30/2022

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
93529	04/26/2022	00017 CORE & MAIN LP	30 PCS #1520-10, 30 PCS #1600-10, 30 PCS 10 PCS. #0540-07	Q108232 Q097599	8,383.60 578.60	8,962.20
93530	04/26/2022	03218 DIRECT TRANSPORT INC	DELIVERY BOARD MEETING PACKETS	283932	57.85	57.85
93531	04/26/2022	01844 FERGUSON ENTERPRISES INC	10" F2 OMINI, PKG HSG	1049735	21,806.00	
			1 PCS #7860-06, 3 PCS #7860-10, 3 PCS #7	1070996-1	3,926.40	
			4 PCS BELL RESTRAIT	1077533	732.24	
			20 PCS #1700-10	1088588	586.00	
			BOLT KITS	1085321	149.64	27,200.28
93532	04/26/2022	01844 FERGUSON ENTERPRISES INC	FULL FACE 10 PCS	0195710	57.41	
			SERVICE CHARGE MARCH	SC485985	2.07	59.48
93533	04/26/2022	01844 FERGUSON ENTERPRISES INC	1.5" GATE VALVE	373999	52.71	
			1.25" REPAIR BAND	315653	12.42	65.13
93534	04/26/2022	03759 KENNEDY/JENKS CONSULTANTS INC	HATTAN PS PRV TESTING	153753	2,905.00	2,905.00
93535	04/26/2022	04180 MADRONE TECHNOLOGY GROUP INC.	NETWORK EQUIPMENT/SUBWRTY RENEWAL	2061	19,361.97	
			ONSITE/OFFSITE DATA BACKUP	2050	2,939.00	
			NETWORK EQUIPMENT/SUBWRTY RENEWAL	2059	1,062.60	23,363.57
93536	04/26/2022	00012 METERREADERS LLC	APRIL - METER READING SERVICE -	10225	5,082.48	
			APRIL - METER READING SERVICE -	10234	3,821.22	8,903.70
93537	04/26/2022	03238 MURRAYSMITH INC	ENGINEERING SERVICES - FINAL AS-BUILT/ME	21-3222.00-2	271.00	271.00
93538	04/26/2022	04242 NORTHWEST MECHANICAL GROUP LLC	APRIL HVAC SERVICES	26291	410.00	410.00
93539	04/26/2022	00306 OFFICE DEPOT INC	ACCT#90261180 - ID#38683228 - OFFICE SUP	240081779001	57.15	57.15
93540	04/26/2022	00079 ONE CALL CONCEPTS INC.	LOCATE TICKETS	2010530	446.40	446.40
93541	04/26/2022	03815 PETROCARD INC	15-100 WATER QUALITY, 2400 EQUIPMENT, OP	C896148	1,092.86	1,092.86
93542	04/26/2022	00021 PGE	TREATMENT PLANT LIGHTING	M3163230	1,388.37	1,388.37
93543	04/26/2022	00229 RICOH USA, INC.	COPIER LEASE #1021276-3745995 - 5/05 TO	106075291	208.86	208.86
93544	04/26/2022	04306 VALLEY LANDSCAPE CENTER	1.25 TONS RAINBOW PEBBLE	49925	345.60	
			2 YARDS DARK MEDIUM FIR	49921	69.12	414.72

**Monthly Check History Listing**  
Clackamas River Water  
4/1/2022 to 4/30/2022

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
93545	04/26/2022	02854 VERIZON WIRELESS	ACC:#472115222-00001 CELL PHONE CHARGES	9903841842	1,992.43	
			ACC:#472115222-00002 CELL PHONE CHARGES	9903841843	268.20	2,260.63
93546	04/26/2022	03236 CLACKAMAS LANDSCAPE SUPPLY INC	ROUND ROCK	I-37085	52.00	52.00

**apbank Total: 582,558.45**

108 checks in this report

**Total Checks: 582,558.45**

# CLACKAMAS RIVER WATER

Agenda Item –  
CA-2

## REGULAR BOARD MEETING

May 12, 2022

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

<b>DRAFT MOTION</b>	Move to approve the consent agenda
<b>EFFECTIVE DATE</b>	May 12, 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 April 30, 2022, is:

	General Checking	LGIP	Total
Balance as of 3/31/2022	\$ 6,513,326	\$ 15,619,222	\$ 22,132,548
Cash receipts	632,929	8,087	641,017
Payroll	(248,693)		(248,693)
A/P checks	(582,558)		(582,558)
Bond and other electronic payments			-
Transfers between accounts			-
Balance as of 4/30/2022	\$ 6,315,004	\$ 15,627,309	\$ 21,942,315

# CLACKAMAS RIVER WATER

## REGULAR BOARD MEETING

May 12, 2022

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**SUBJECT** Quarterly update – 3rd Quarter FY 2022

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

**DOCUMENTS ATTACHED** Exhibit A - Revenue Status Report – FY 2021-2022  
Exhibit B - Expenditure Status Report – FY 2021-2022  
Exhibit C - Capital Improvements Project Fund – FY 2021-2022  
Exhibit D - System Development Charges - FY 2021-2022

### Agenda Summary

**BACKGROUND** Quarterly the Board is provided summary data of budget to actual by line item. This report shows activity through the third quarter of fiscal year 2022, July 1, 2021, through March 31, 2023. This is 37.5% through the biennial budget.

The presentation to the Board will highlight items of interest in the following funds:

#### General Fund

- Revenue is 42.9% of biennial budget. The rate increase on July 1, 2021, and the increased water usage in August are the primary drivers of revenue.
- Personnel Services is 30.0% of biennial budget
- Materials & Services are at 31.2% of the biennial budget.
- Capital Outlay is 19.5% of the biennial budget.

#### Capital Improvements Fund

- Expenditures at 5.5% of biennial budget.

#### System Development Fund

- Revenue is 30.0% of biennial budget.



**Clackamas River Water**  
**Revenue Status Report**  
**Biennium 2021-2023**

<b>GENERAL FUND</b>	<b>Budget</b>						
<b>Account Title</b>	<b>Appropriation</b>	<b>Actual</b>	<b>Actual</b>	<b>Actual</b>	<b>Year-to-Date</b>	<b>Balance</b>	<b>Percent</b>
	<b>BN 2022-</b>	<b>July-Sept</b>	<b>Oct-Dec</b>	<b>Jan-Mar</b>	<b>FY 2021-22</b>		<b>Received</b>
	<b>2023</b>	<b>2021</b>	<b>2021</b>	<b>2022</b>			
<b>Operating Revenue</b>	<b>25,975,000</b>	<b>4,753,407</b>	<b>3,653,430</b>	<b>2,910,135</b>	<b>11,316,972</b>	<b>14,658,028</b>	<b>43.6%</b>
Water Sales	25,569,000	4,707,761	3,595,827	2,724,590	11,028,178	14,540,822	43.1%
Service Connection Fees	250,000	7,408	21,161	96,815	125,384	124,616	50.2%
Service Charges	136,000	35,974	29,776	20,576	86,326	49,674	63.5%
Miscellaneous - Operating	20,000	2,265	6,666	68,154	77,085	(57,085)	385.4%
<b>Non-Operating Revenue</b>	<b>444,500</b>	<b>(1,348)</b>	<b>83,827</b>	<b>89,576</b>	<b>172,054</b>	<b>272,446</b>	<b>38.7%</b>
Rental Income	246,400	19,855	30,676	20,451	70,982	175,418	28.8%
Earnings from Investments	100,000	4,443	4,874	5,494	14,811	85,189	14.8%
Miscellaneous - Non Operating	40,000	(29,949)	40,708	-	10,760	29,240	26.9%
Surplus Property Sales	10,000	-	-	-	-	10,000	0.0%
Grants - Non-Operating	-	-	-	59,330	59,330	(59,330)	
Right of Way Fee	48,100	4,303	7,568	4,301	16,171	31,929	33.6%
<b>Transfers from Other Funds</b>							
CRWSC Activity Fund	1,850,000	-	450,000	200,000	650,000	1,200,000	35.1%
<b>Total Revenue</b>	<b>\$ 28,269,500</b>	<b>\$ 4,752,059</b>	<b>\$ 4,187,257</b>	<b>\$ 3,199,711</b>	<b>\$ 12,139,026</b>	<b>\$ 16,130,474</b>	<b>42.9%</b>

## Clackamas River Water

### Expenditure Status Report

Biennium 2021-2023

GENERAL FUND	Budget	Actual	Actual	Actual	Year-to-Date		Percent
Account Title	Appropriation	July-Sept	Oct-Dec	Jan-Mar	FY 2021-22	Balance	Used
	BN 2022-	2021	2021	2022			
	2023						
<b>Personnel Services</b>							
<b>Salaries and Wages</b>	<b>7,496,200</b>	<b>705,936</b>	<b>853,467</b>	<b>808,075</b>	<b>2,367,478</b>	<b>5,128,722</b>	<b>31.6%</b>
Commissioner Stipend	19,200	400	1,750	1,250	3,400	15,800	17.7%
Manager	1,393,800	135,846	141,743	224,987	502,576	891,224	36.1%
Engineering Manager	105,000	14,498	10,775	(11,620)	13,652	91,348	13.0%
Professional & Technical - NR	751,400	57,861	90,284	88,960	237,105	514,295	31.6%
Professional & Technical	1,619,300	154,803	190,501	143,209	488,513	1,130,787	30.2%
Water Treatment Specialist	1,159,100	116,390	142,279	131,454	390,124	768,976	33.7%
Water Worker Distribution	1,434,300	160,457	196,580	172,984	530,021	904,279	37.0%
Administrative Specialist	511,400	53,964	62,234	42,566	158,764	352,636	31.0%
Overtime	178,000	8,152	10,605	9,700	28,457	149,543	16.0%
Holiday Pay	14,000	1,615	3,790	1,780	7,186	6,814	51.3%
Other Benefits	309,500	1,950	2,925	2,805	7,680	301,820	2.5%
Awards	1,200	-	-	-	-	1,200	0.0%
<b>Benefits and Taxes</b>	<b>4,577,100</b>	<b>407,790</b>	<b>432,085</b>	<b>419,885</b>	<b>1,259,761</b>	<b>3,317,339</b>	<b>27.5%</b>
FICA - Social Security	590,900	55,492	63,763	64,526	183,782	407,118	31.1%
Worker's Compensation	78,700	35,704	-	(1,199)	34,505	44,195	43.8%
Pension	1,743,900	152,970	179,811	161,450	494,231	1,249,669	28.3%
Health Insurance	1,832,300	132,176	167,805	156,875	456,857	1,375,443	24.9%
Dental Insurance	145,200	9,165	11,304	10,845	31,314	113,886	21.6%
Life Insurance	38,100	3,782	4,949	4,764	13,495	24,606	35.4%
HRA VEBA	87,000	18,500	-	19,000	37,500	49,500	43.1%
Tri-Met Tax	61,000	-	4,453	3,624	8,077	52,923	13.2%
<b>Total Personnel Services</b>	<b>\$ 12,073,300</b>	<b>\$ 1,113,726</b>	<b>\$ 1,285,552</b>	<b>\$ 1,227,960</b>	<b>\$ 3,627,238</b>	<b>\$ 8,446,062</b>	<b>30.0%</b>

**Clackamas River Water**  
**Expenditure Status Report**  
 Biennium 2021-2023

GENERAL FUND	Budget	Actual	Actual	Actual	Year-to-Date		Percent
Account Title	Appropriation BN 2022- 2023	July-Sept 2021	Oct-Dec 2021	Jan-Mar 2022	FY 2021-22	Balance	Used
<b>Materials &amp; Services</b>							
<b>Customer Services</b>	<b>478,800</b>	<b>59,856</b>	<b>93,705</b>	<b>67,838</b>	<b>221,400</b>	<b>257,400</b>	<b>46.2%</b>
Bad Debt	32,000	(6)	(7)	-	(13)	32,013	0.0%
Credit Card Processing Fees	340,500	44,588	84,273	59,346	188,207	152,293	55.3%
Collection Expenses	17,200	636	3,745	2,906	7,286	9,914	42.4%
Customer Credit Allowance	15,800	10,000	-	640	10,640	5,160	67.3%
Customer Statement Processing	58,900	4,639	4,961	4,646	14,246	44,654	24.2%
Promotional Items	6,000	-	169	-	169	5,831	2.8%
Public Notices	8,400	-	564	300	864	7,536	10.3%
<b>Facilities &amp; Security</b>	<b>797,000</b>	<b>40,754</b>	<b>69,489</b>	<b>53,260</b>	<b>163,502</b>	<b>633,498</b>	<b>20.5%</b>
Assessments & Taxes	73,700	6,620	12,766	6,487	25,873	47,827	35.1%
Building & Grounds Maintenance	626,500	22,886	44,795	35,697	103,377	523,123	16.5%
Security	96,800	11,248	11,928	11,076	34,252	62,548	35.4%
<b>General Administration</b>	<b>1,046,900</b>	<b>151,979</b>	<b>79,543</b>	<b>62,654</b>	<b>294,176</b>	<b>752,724</b>	<b>28.1%</b>
Bank Charges	110,000	5,761	9,206	13,871	28,838	81,162	26.2%
Dues & Memberships	354,900	39,263	70,337	31,783	141,383	213,517	39.8%
Insurance	542,000	106,955	-	17,000	123,955	418,045	22.9%
Insurance Deductible	40,000	-	-	-	-	40,000	0.0%
<b>Materials</b>	<b>423,000</b>	<b>27,463</b>	<b>11,075</b>	<b>10,065</b>	<b>48,603</b>	<b>374,398</b>	<b>11.5%</b>
Inventory	300,000	16,870	-	-	16,870	283,130	5.6%
Maintenance Supplies	123,000	10,593	11,075	10,065	31,733	91,267	25.8%
<b>Office</b>	<b>171,700</b>	<b>10,479</b>	<b>10,001</b>	<b>12,874</b>	<b>33,353</b>	<b>138,347</b>	<b>19.4%</b>
Office Supplies	22,300	1,791	1,955	2,523	6,269	16,031	28.1%
Postage	96,700	7,450	8,114	7,604	23,168	73,532	24.0%
Printing	37,400	1,216	(237)	2,542	3,521	33,879	9.4%
Miscellaneous	15,300	22	169	205	396	14,904	2.6%
<b>Other Support Costs</b>	<b>350,600</b>	<b>14,015</b>	<b>21,236</b>	<b>22,633</b>	<b>57,884</b>	<b>292,716</b>	<b>16.5%</b>
Books & Publications	4,000	113	353	516	983	3,017	24.6%
Certifications	11,200	98	5,205	97	5,400	5,801	48.2%
Employee Relations	43,500	2,229	2,811	3,562	8,602	34,898	19.8%
Medical Exams	8,500	90	175	175	440	8,060	5.2%
Payroll Processing Fees	36,600	3,958	2,839	3,933	10,729	25,871	29.3%
Protective Clothing	43,400	2,058	3,136	841	6,035	37,365	13.9%
Safety & Health	28,000	3,954	1,402	6,539	11,896	16,104	42.5%
Training	172,400	1,516	5,284	6,699	13,499	158,901	7.8%
Travel - Local	3,000	-	30	271	301	2,699	10.0%

**Clackamas River Water**  
**Expenditure Status Report**  
 Biennium 2021-2023

<b>GENERAL FUND</b>	<b>Budget</b>				<b>Year-to-Date</b>		<b>Percent</b>
<b>Account Title</b>	<b>Appropriation</b>	<b>Actual</b>	<b>Actual</b>	<b>Actual</b>	<b>FY 2021-22</b>	<b>Balance</b>	<b>Used</b>
	<b>BN 2022-</b>	<b>July-Sept</b>	<b>Oct-Dec</b>	<b>Jan-Mar</b>			
	<b>2023</b>	<b>2021</b>	<b>2021</b>	<b>2022</b>			
<b>Professional &amp; Contracted Servi</b>	<b>1,821,600</b>	<b>108,035</b>	<b>229,011</b>	<b>236,103</b>	<b>573,149</b>	<b>1,248,451</b>	<b>31.5%</b>
Audit	69,400	-	27,345	17,810	45,155	24,245	65.1%
Contract Work	1,209,200	94,538	176,442	158,644	429,624	779,576	35.5%
Engineer Service	343,000	5,085	5,551	46,929	57,565	285,435	16.8%
Legal	200,000	8,412	19,674	12,720	40,806	159,194	20.4%
<b>Equipment</b>	<b>972,100</b>	<b>110,027</b>	<b>75,634</b>	<b>95,922</b>	<b>281,584</b>	<b>690,516</b>	<b>29.0%</b>
Computers, Peripherals & Softwar	56,200	6,424	6,746	7,397	20,567	35,633	36.6%
Equipment Maintenance	179,900	6,854	14,589	17,086	38,529	141,371	21.4%
Equipment Rental	64,800	6,942	4,035	5,307	16,284	48,516	25.1%
Maintenance Agreements	432,800	74,837	22,684	44,084	141,606	291,194	32.7%
Small Tools & Equipment	101,600	7,137	14,417	13,097	34,651	66,949	34.1%
Vehicle Maintenance	136,800	7,833	13,163	8,951	29,947	106,853	21.9%
<b>Utilities</b>	<b>1,857,400</b>	<b>183,491</b>	<b>198,034</b>	<b>189,202</b>	<b>570,727</b>	<b>1,286,674</b>	<b>30.7%</b>
Telecommunications	141,600	6,926	7,357	7,646	21,928	119,672	15.5%
Utilities	1,715,800	176,565	190,677	181,556	548,798	1,167,002	32.0%
<b>Water Purchases &amp; Treatment</b>	<b>2,215,300</b>	<b>337,120</b>	<b>228,495</b>	<b>198,812</b>	<b>764,427</b>	<b>1,450,873</b>	<b>34.5%</b>
Permits	56,600	2,579	3,553	1,790	7,922	48,678	14.0%
Telemetry	20,000	-	1,605	1,421	3,026	16,974	15.1%
Water Purchases	1,534,800	289,010	170,343	127,425	586,778	948,022	38.2%
Watershed Management	119,700	988	5,015	17,649	23,652	96,048	19.8%
Water Treatment & Analysis	484,200	44,543	47,979	50,527	143,049	341,151	29.5%
<b>Materials &amp; Services - Subtotal</b>	<b>10,134,400</b>	<b>1,043,218</b>	<b>1,016,223</b>	<b>949,363</b>	<b>3,008,805</b>	<b>7,125,595</b>	<b>29.7%</b>
Overhead, Labor & Equip	(643,700)	(16,970)	(12,554)	(22,920)	(52,444)	(591,256)	8.1%
<b>Materials &amp; Services - TOTAL</b>	<b>\$ 9,490,700</b>	<b>\$ 1,026,248</b>	<b>\$ 1,003,670</b>	<b>\$ 926,443</b>	<b>\$ 2,956,361</b>	<b>\$ 6,534,339</b>	<b>31.2%</b>
<b>Capital Outlay</b>	<b>1,799,300</b>	<b>57,397</b>	<b>57,537</b>	<b>235,316</b>	<b>350,250</b>	<b>1,449,050</b>	<b>19.5%</b>
Land	-	-	-	-	-	-	-
Improvements	950,000	46,795	473	14,830	62,097	887,903	6.5%
Vehicles	288,500	6,528	10,355	112,137	129,020	159,480	44.7%
General Equipment & Tools	328,000	-	5,943	107,469	113,412	214,588	34.6%
Computer Equipment	82,800	4,074	40,767	880	45,721	37,079	55.2%
Other	150,000	-	-	-	-	150,000	0.0%
<b>Capital Outlay - TOTAL</b>	<b>\$ 1,799,300</b>	<b>\$ 57,397</b>	<b>\$ 57,537</b>	<b>\$ 235,316</b>	<b>\$ 350,250</b>	<b>\$ 1,449,050</b>	<b>19.5%</b>
<b>InterFund Transfers</b>	6,477,000	-	1,807,150	-	1,807,150	4,669,850	27.9%
<b>Operating Contingency</b>	750,000	-	-	-	-	750,000	0.0%
<b>General Fund - TOTAL</b>	<b>\$ 30,590,300</b>	<b>\$ 2,197,370</b>	<b>\$ 4,153,909</b>	<b>\$ 2,389,719</b>	<b>\$ 8,740,999</b>	<b>\$ 21,849,301</b>	<b>28.6%</b>

## Clackamas River Water Expenditure Status Report Biennium 2021-2023

**CAPITAL IMPROVEMENT PROJECTS  
FUND**

Account Title	Budget Appropriation BN 2022- 2023	Actual July-Sept 2021	Actual Oct-Dec 2021	Actual Jan - Mar 2020	Year-to-Date FY 2021-22	Balance	Percent Used
Manager	-	1,343	627	377	2,346	(2,346)	
Engineering Manager	-	10,344	19,800	39,797	69,941	(69,941)	
Professional & Technical	-	8,008	4,895	8,665	21,569	(21,569)	
Water Treatment Specialist	-	-	-	-	-	-	
Water Worker Distribution	-	5,530	1,138	230	6,898	(6,898)	
Contract Work	-	72,079	-	66,624	138,703	(138,703)	
Engineer Services	-	-	37,776	12,966	50,742	(50,742)	
Legal	-	68	-	-	68	(68)	
Materials Inventoried	-	106	-	-	106	(106)	
Miscellaneous	-	-	-	1,338	1,338	(1,338)	
Overhead, Labor & Equip Ca	-	16,970	12,554	22,922	52,446	(52,446)	
Capital Outlay	6,288,000	-	-	-	-	6,288,000	
<b>Total Expenditures</b>	<b>\$ 6,288,000</b>	<b>\$ 114,449</b>	<b>\$ 76,790</b>	<b>\$ 152,919</b>	<b>\$ 344,158</b>	<b>\$ 5,943,842</b>	<b>5.5%</b>

**Clackamas River Water**  
**Revenue Status Report**  
**Biennium 2021-2023**

**SYSTEM DEVELOPMENT  
 CHARGES RESERVE  
 FUND**

Account Title	Budget Appropriation BN 2022- 2023	Actual July-Sept 2021	Actual Oct-Dec 2021	Actual Jan-Mar 2022	Year-to-Date FY 2021-22	Remaining Balance	Percent Received
<b>Revenue</b>	<b>1,763,900</b>	<b>271,996</b>	<b>210,101</b>	<b>48,022</b>	<b>530,119</b>	<b>1,233,781</b>	<b>30.1%</b>
SDC Reimbursement	838,400	117,983	90,532	19,468	227,983	610,417	27.2%
SDC Improvements	925,500	154,013	119,569	28,554	302,136	623,364	32.6%
<b>Non-Operating Revenue</b>	<b>25,500</b>	<b>2,520</b>	<b>1,966</b>	<b>2,046</b>	<b>6,532</b>	<b>18,968</b>	<b>25.6%</b>
Earnings from Investments	25,500	2,520	1,966	2,046	6,532	18,968	25.6%
<b>Total Revenue</b>	<b>\$ 1,789,400</b>	<b>\$ 274,516</b>	<b>\$ 212,067</b>	<b>\$ 50,068</b>	<b>\$ 536,651</b>	<b>\$ 1,252,749</b>	<b>30.0%</b>



# Clackamas River Water

## 3<sup>rd</sup> Quarter Update – Fiscal Year 2022

Board Meeting – May 12, 2022

Jason Kirkpatrick, CFO



# 3<sup>rd</sup> Quarter Update – FY 2022

- 3<sup>rd</sup> Quarter – First year of Biennium – January 1, 2022, through March 31, 2022
- Showing costs through 9 of 24 periods (July 1, 2021, through March 31, 2022) for the Biennium – 37.5%



## 3<sup>rd</sup> Quarter Update – FY 2022 Revenue

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### General Fund Revenues

- Third quarter (July 1, 2021 through March 31, 2022) of Fiscal Year 2022. CRW is in year one of the 2021-2023 Biennium, and we are 37.5% through the budget.
- Total General Fund Revenue is 42.9% of the biennial budget.
- Water sales budget is \$25,569,000 for the biennium and we have recorded \$11,028,178 through March. Water sales are 43.1% of the biennial budget.

# 3rd Quarterly Update – FY 2022

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## General Fund Expenses

- Personnel Services
  - 30.0 % of biennial budget
  - Total costs through the 3rd Quarter - \$3.6 million
- Includes:
  - Annual Workers Compensation Insurance payment
  - Second HRA VEBA contribution
  - Second quarter transit tax
- Excludes:
  - Vacant positions in System Operations, Water Resources, FACS, and Administration

# 3rd Quarter Update

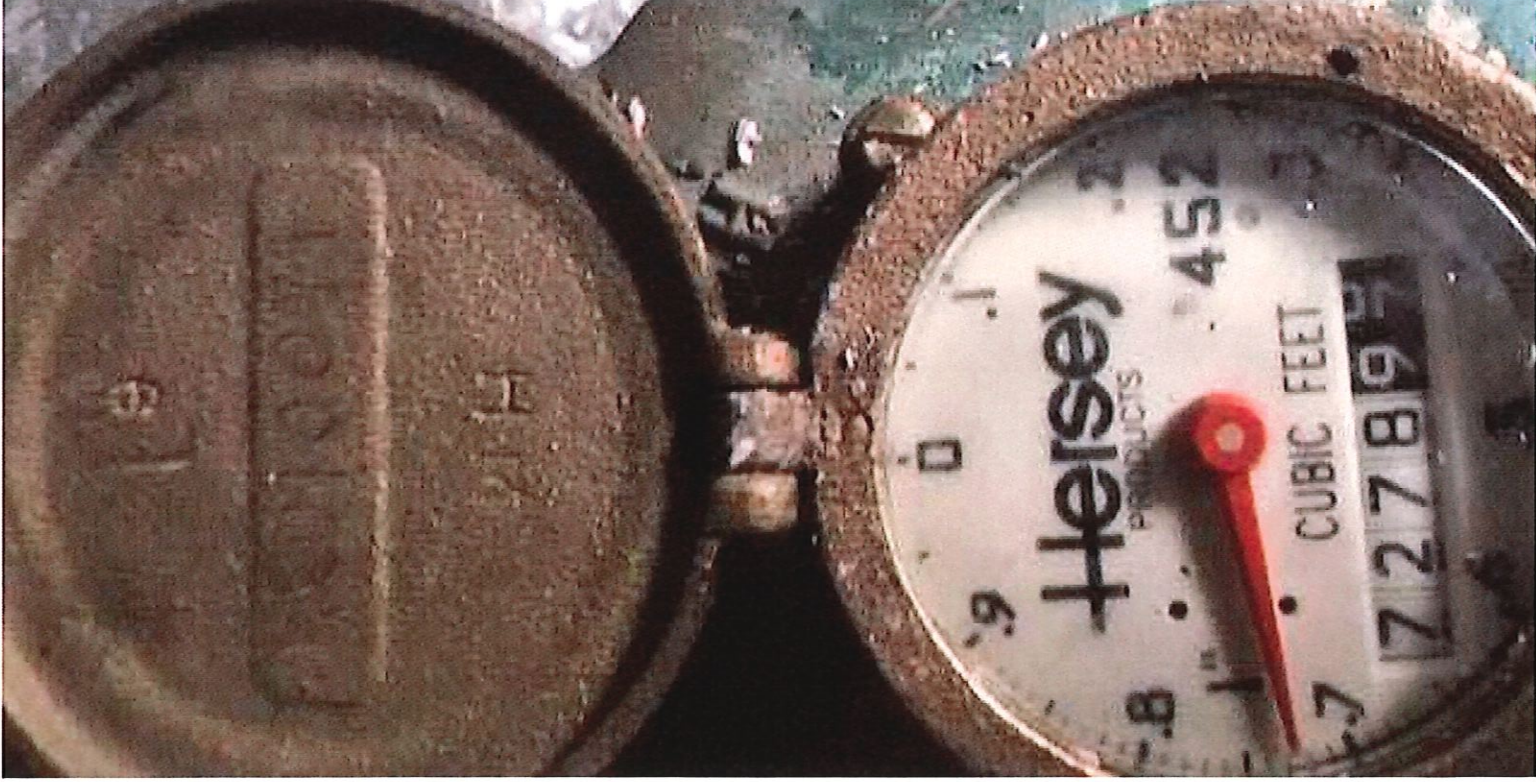
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## FY 2022

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### General Fund Expenses

- Materials & Services – 31.2%
  - Analysis of categories that are greater than 37.5%
    - Credit Card processing fees and annual payments
- Capital Outlay – 19.5%
  - This year we are experiencing longer than normal lead times so not certain when those will be recorded as actual expenditures.
  - Capital Outlay items come in larger chunks and do not occur evenly throughout the year



# Other Funds

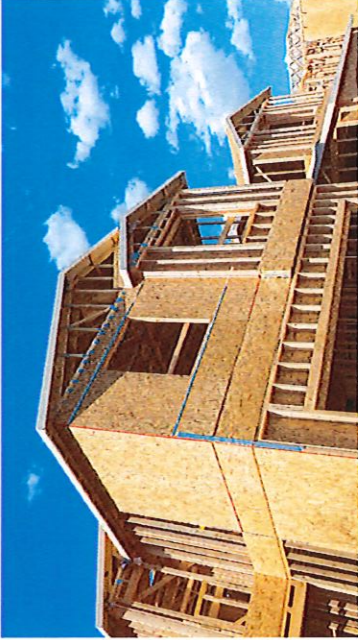
SDC Revenue and CIP expenditures

# 3<sup>rd</sup> Quarterly Update – FY 2022

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## SDC Revenues

- Biennial Budget - \$1,789,400
- Actual to Date - \$536,651 – 30.0%



# 3rd Quarter Update – FY 2022

## Capital Improvements Project Fund

Project #	Description	BN 21-23 Budget	FY 2022 Actual	Remaining Budget	% of Budget
5274	ODOT/City/County DTD Adj	\$ 250,000	\$ 2,499	\$ 244,216	2.3%
5243	CRC Mobility (see 5274 budget)	-	3,285		N/A
5275	Athens Dr Waterline Replacement	641,000	74,852	\$ 566,148	11.7%
5276	Fawn Dr Waterline Replacement	277,000	-	\$ 277,000	0.0%
5277	Leland Rd Waterline & Master Meter	493,000	-	\$ 493,000	0.0%
5273	Redland Rd Waterline - Phase 1	1,080,000	3,622	\$ 1,076,378	0.3%
5270	Linwood Rd Improvements	328,000	110,135	\$ 217,865	33.6%
5278	Monroe St Improvements	940,000	721	\$ 939,279	0.1%
5279	Maplelane Rd Waterline	846,000	39,959	\$ 806,041	4.7%
5280	Pump Station Supplemental Chlorine	168,000	1,365	\$ 166,635	0.8%
5281	WTP Polymer Feed System Replacement	476,000	-	\$ 476,000	0.0%
5282	WTP Filter Valve Replacement	692,000	4,921	\$ 687,079	0.7%
5253	82nd Dr Waterline - Phase 1 (carryover)	97,000	46,974	\$ 50,026	48.4%
5287	Easement Maint 90th St Pump Station	-	55,825	\$ (55,825)	
		\$6,288,000	\$ 344,158	\$5,943,842	5.5%

Questions or comments ?

# CLACKAMAS RIVER WATER

## REGULAR BOARD MEETING

May 12, 2022

**SUBJECT** Update on Clackamas Regional Water Supply Commission (CRWSC) and North Clackamas County Water Commission (NCCWC) Water Supply Agreement

<b>DRAFT MOTION</b>	<b>NO MOTION REQUIRED – INFORMATIONAL ONLY</b>
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<b>EFFECTIVE DATE</b>	
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**PRINCIPAL STAFF PERSON** Todd Heidgerken, General Manager

**BOARD ACTION REQUESTED** None – Informational Only

**DOCUMENTS ATTACHED**

- Exhibit A – Draft NCCWC/CRW Water Supply Agreement
- Exhibit B – Draft Intergovernmental Water Supply Agreement for Water Supplied by OLWS to CRW Customers.
- Exhibit C – Section 12.3 of the CRWSC Agreement regarding Dissolution
- Exhibit D – Draft agreement to Dissolve the CRWSC

### Agenda Summary

**BACKGROUND** There have been several activities CRW staff have been involved in preparation for the establishment of a water supply agreement between NCCWC and CRW and the anticipated dissolution of the CRWSC. The purpose of this report is to provide an overview of these activities to the Board and share draft documents that the Board will be asked to consider at the June board meeting.

**NCCWC/CRW Water Supply Agreement**

A draft of a NCCWC/CRW Water Supply Agreement was shared with the CRW Board and discussed during the February 28 work session. A copy of the agreement shared during that meeting is included as Exhibit A. Since the February work session, the NCCWC Board has met and provided tentative approval of the agreement with final adoption to occur at their June board meeting. The CRW Board will be asked to approve the agreement at the June CRW Board meeting.

**Establishment of a wholesale water rate**

Included in the NCCWC/CRW Water Supply Agreement is a provision to establish the wholesale water rate (Section 4). CRW has been working



with a consultant, FCS Group, on the update of a wholesale rate model that can be used to determine rates that are consistent with the standards of practice of utility rate making. The CRW Board will be asked to consider adopting a resolution in June to establish the wholesale rate under the NCCWC/CRW Water Supply Agreement. The rates may be adjusted annually.

Agreement to allow for the provision of water from OLWS to CRW

An additional action that will need to be considered is an agreement with Oak Lodge Water Services (OLWS). Included in the expiring NCCWC/CRW agreement is a provision that allows for the NCCWC or its members to provide water for CRW to serve CRW customers. Since this provision applies only to OLWS, it was thought that instead of including the provision as part of the new NCCWC/CRW Water Supply Agreement, a separate agreement between the affected parties (CRW and OLWS) would be developed. There are 368 CRW customers who are provided water in this manner. These customers are in higher elevation portions of CRW's service area. OLWS and CRW staff have discussed that a boundary change in the future might be helpful in addressing this situation. CRW legal counsel has drafted an agreement (Exhibit B) and a draft has been shared with OLWS staff for review. The CRW and OLWS Boards would be asked to approve a final agreement during their respective June meetings.

Creation of a cooperative "Planning Document"

A final piece of the NCCWC/CRW Water Supply Agreement is the creation of a cooperative "Planning Document" (referenced in Section 3.B. of the Draft NCCWC/CRW Water Supply Agreement). It is anticipated that this document will be developed after the approval of the agreement. In the meantime, the parties agree to continue to operate in the same manner as the previous year.

Clackamas Regional Water Supply Commission (CRWSC)

Dissolution

The approach has been that once a water supply agreement was reached with the NCCWC the need to have a separate organization like the CRWSC would be diminished. This has been the approach discussed and recommended by the CRWSC Board.

The more recent focus of the CRWSC has been to allow for a long-term supply of wholesale water now and in the future and to provide a structure to share labor and coordinate activities to allow for mutual benefit of both parties. As part of the CRWSC, CRW agreed that it intends to make up to 10 million gallons per day (MGD) of supply capacity available for use. The establishment of the NCCWC/CRW Water Supply Agreement would make a water supply agreement within the CRWSC unnecessary. In addition, CRW currently provides services to SWA for payroll, procurement, water quality, information technology and SCADA (Supervisory Control and Data Acquisition – the way we monitor and operate portions of our water system). These services can

be established under other agreements that don't require the operation of a separate entity like the CRWSC.

The CRWSC Agreement includes a provision (Section 12.3 of the CRWSC Agreement) that outlines the process for Dissolution of the CRWSC. The excerpt from this section is provided as Exhibit C. A first step to dissolve the CRWSC would require a unanimous vote of its participating members which are CRW and SWA. Then a dissolution plan would be developed and finally dissolution will be complete once all debts and obligations are paid or a provision for payment is made.

#### Dissolution Agreement

To assist in the dissolution process, SWA's legal counsel drafted an agreement to dissolve the CRWSC. A copy of this draft agreement is attached as Exhibit D for your review. Section 3 of the draft agreement references the distribution of assets. The CRWSC doesn't hold any assets. The SCADA license used by both CRW and SWA is in the name of the CRWSC. The assignment or transfer of this license would have to be determined. It is important to note that the agreement validates the intention of the parties by also executing a water supply agreement with the NCCWC. SWA is intending to consider adoption of a Dissolution Agreement at their May meeting. The CRW Board would be asked for their approval of a final document at the June board meeting.

#### Creation of Staffing Services Agreement

SWA has indicated interest in continuing to receive the current services provided by CRW. These would include services involving payroll, procurement, water quality, SCADA, and IT. SWA has also indicated that they will be transitioning their IT server needs to another entity so it is anticipated that CRW will not need to provide this and other IT services after July 1. As previously noted, the assignment or transfer of the SCADA license will need to be addressed. General Managers from both organizations also recognize that additional discussions regarding the longer-term SCADA needs and security will need to be addressed. A draft agreement for staffing services has yet to be developed. Once available, it will be shared with the Board. The CRW Board would be asked for consideration and approval of a final document at the June board meeting.

#### Conclusion

As you can see, there are several actions that will need to be conducted at the June CRW Board Meeting to address the creation of a new water supply agreement and the dissolution of the CRWSC. The Board is encouraged to ask questions and identify information that they would like staff to prepare prior to actions being requested at the June board meeting. A portion of the May 23 CRW Board Work Session will be dedicated to updating the Board on the status of the process and agreements.

**EXHIBIT A**

**WATER SUPPLY AGREEMENT**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the Clackamas River Water District (hereinafter “CRW”), an ORS Chapter 264 Domestic Water Supply District, and the North Clackamas County Water Commission, (hereinafter “NCCWC”), a municipal organization formed under ORS 190 Intergovernmental Agreement, or collectively hereinafter referred to as the “Parties.”

WHEREAS, the NCCWC currently purchases wholesale drinking water from CRW under an existing agreement dated March 8, 2001; and

WHEREAS, the existing water supply agreement is set to terminate June 30, 2022; and

WHEREAS, the NCCWC desires to renew a long-term supply agreement with CRW wherein allowing for greater flexibility and adaptability in meeting present and future demands, as well as emergency supply; and

WHEREAS, the NCCWC intends to expand its future purchases of wholesale water from CRW based on availability and the strategic interests of both Parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Contract Period

- A. This Agreement shall remain in effect until December 1, 2042, commencing with the execution of this Agreement, unless so approved otherwise by mutual written consent of the Parties.
- B. The NCCWC agrees to notify CRW in writing of its desire to extend the term of this Agreement, but not later than two (2) years prior to the termination of this Agreement.

2. Available Capacity

- A. CRW intends to provide up to 10 million gallons per day (mgd) of available treated water capacity to the NCCWC. In no event shall CRW be required to deliver water beyond that which is technically feasible through existing infrastructure, or which otherwise would create hardship to CRW.
- B. The Parties shall mutually determine desired points of delivery and related transmission (flow rate) capacities for both regular and emergency service. The Parties may amend these points of delivery and capacities through mutual agreement among the Parties’ General Managers or through the approved Planning Document, set forth under Section 3.B below.
- C. In no event shall either Party be required to construct added pumping or transmission capacity to meet (or create) said desired points of delivery or flow rate capacities, unless

so mutually approved in writing by both Parties. Any future construction of jointly owned assets shall be arranged under separate agreement among the Parties.

3. Use of Available Capacity

- A. The NCCWC will purchase a minimum of 125 million cubic feet of water each year. The annual period for such purchase shall begin every year on July 1 and extend to the following date of June 30.
- B. The Parties agree to make use of the available capacity defined under Section 2 above under a cooperative Planning Document. This Planning Document shall be based on a five (5) year forecast of demand and ten (10) year forecast of capital improvements. The Planning Document shall, among other items, identify:
  - i. Approved points of deliveries and peak flow capacities
  - ii. Peak and annual day demands and points of delivery
  - iii. Peak seasonal period (30 day) demand and points of delivery
  - iv. Updated schedule of mutually approved capital improvements

The demands created under this forecast, however, are not a strict obligation to purchase or deliver said amounts by either Party, other than the minimum amount stated in Section 3.A. The actual available capacity at any given time may be subject to existing limits on labor resources, infrastructure limits, or other factors outside the direct control of either Party.

Until the Parties mutually agree on a Planning Document as described in this Section 3.B, CRW will continue to supply water to NCCWC at existing points of delivery in amounts and at times, including peaking, consistently with the Parties' course of dealing in the twelve months preceding commencement of this Agreement.

The Planning Document and any amendments thereto must be approved in writing by the Parties' respective general managers; provided, however, that in the event the approval of any part of the Planning Document by a Party's governing body is required by law or by a Party's governance documents, a resolution of the Party's governing body will be required to provide that Party's approval.

- C. All use of available capacity shall be properly metered at each approved point of delivery through equipment supplied by the NCCWC, including (but not limited to): meter, valve(s), required backflow assembly and any other equipment so mutually approved by the Parties. The NCCWC shall, in turn, have each meter periodically tested and calibrated by a qualified, independent party for flow accuracy. The NCCWC shall also have each backflow assembly tested annually by an approved tester. The NCCWC shall provide copies of those test results to CRW upon completion.
- D. CRW shall in turn maintain all pipes, pumps, valves and other devices to allow for deliveries from its plant and reservoirs to meet the agreed flow capacities at each of the approved points of delivery.

4. Rates and Charges

- A. The methodology used to establish the Wholesale Water Rate under this agreement shall generally follow and be consistent with the standards of practice prescribed under the M1 Manual of the American Water Works Association (AWWA), except as otherwise mutually agreed by the Parties.
- B. Rates shall include, but not be limited to, payments for reasonable operation and maintenance expense, depreciation, administrative and general expenses, in-lieu taxes and other costs associated with CRW's financing and operation of its system. The Parties agree that, at a minimum, the rates paid by the NCCWC and all other consideration paid by the NCCWC pursuant to other agreements related to this Agreement will fully cover CRW's cost of providing water to the NCCWC.
- C. Rates may be adjusted each year on July 1 based on the change in the All Urban Consumers Consumer Price Index (CPI-U) West Class B/C or based on an update of the cost of service model prescribed in 4.A above, except as otherwise mutually agreed by the Parties.

5. Billing and Payment

- A. Meters shall be read periodically by representatives of NCCWC at times fixed by mutual agreement of the Parties. CRW may elect to confirm such readings at any time.
- B. CRW shall compute and render bills and statements to the NCCWC by the 5<sup>th</sup> day of each month. CRW shall invoice the NCCWC each month for water usage in the preceding month. NCCWC will in turn make payment on or before the 25<sup>th</sup> day of the month. A late fee of 1.5 percent per month may be assessed for any unpaid balance.
- C. If the meters at any time fail to accurately measure the water passage through said meters and it is impracticable to determine actual average daily consumption with reasonable certainty, the charge for water used during the time said meters are out of order shall be based upon the average daily consumption as shown by said meters when in proper operating condition during a comparable period of service.

6. Water Exchange

- A. CRW may on occasion request water be delivered by the NCCWC to various locations to meet operational or emergency supply needs. Such deliveries may be deducted, by equivalent volume, from the metered deliveries to the NCCWC. Such "water exchange," however, shall not affect the amount of water credited towards the annual minimum purchase required by the NCCWC.
- B. However, no party shall be required to exchange water if it would not be technically feasible, require additional infrastructure not approved by separate agreement, or create hardship to the party being requested to do so.

7. [INTENTIONALLY LEFT BLANK]

8. Emergency Operations and Curtailment

A. In the event of an emergency (e.g. power outage, loss of infrastructure, etc.), the Parties agree to work in cooperation to best meet the demands of each Party and may temporarily suspend the terms of this Agreement to meet the operational needs of each Party and those of any third-party requesting assistance, provided the combined needs of each Party is not compromised through such third-party assistance. The Parties further agree that during the emergency each Party shall attempt to record any exchange of water or related service and work to resolve mutual consideration or compensation as prescribed in 6 above, absent the actual exchange of money, unless so agreed by the Parties.

B. In the event of a curtailment or other shortage of water supply, CRW and NCCWC shall share the shortage proportionately so long as NCCWC concurrently adopts and enforces the same customer water use restrictions adopted by CRW in response to the shortage.

9. Notices

All notices related to this Agreement shall be sent to the respective General Manager of each agency and shall be delivered in the form of e-mail or pre-paid mail sent to the appropriate address(es) below:

Clackamas River Water  
Attn: General Manager  
PO Box 2439  
Clackamas, OR 97015-2439

North Clackamas County Water Commission  
Attn: General Manager  
14496 SE River Road  
Milwaukie, OR 97267

10. Severability

In the event any provisions of this Agreement shall be held to be impossible, invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties hereto. One or more waivers by either party of any provision, term, condition or covenant, shall not be construed by the other party as a waiver of subsequent breach of the same by the other party. Both parties have fully participated in negotiating and writing this Agreement; therefore, it shall not be construed against the party preparing it, but shall be construed as if both parties have prepared it.

11. Acts of God, Emergencies, etc.

Performance or delay in performance of the obligations stated in this Agreement shall be reasonably excused when performance or timely performance is impossible or impracticable because of the occurrence of unforeseeable events such as emergency, catastrophe, disaster, labor disputes, or acts of God.

12. Disputes and Attorney's Fees

A. If a dispute arises between the parties regarding breach of this Agreement or interpretation of any term of this Agreement, the parties shall first attempt to resolve the

dispute by negotiation, followed by mediation (if negotiation fails to resolve the dispute), and pursuant to the following steps:

- (i) Step One: The general manager or other person designated by the governing bodies will negotiate on behalf of the entities they represent. The nature of the dispute shall be reduced to writing and shall be presented to each manager who shall then meet and attempt to resolve the issue. If the dispute is resolved at this step, there shall be a written determination of such resolution, signed by each party's manager and ratified by each governing body, which shall be binding upon the parties.
- (ii) Step Two: If the dispute cannot be resolved within ten days under Step One, the parties shall submit the matter to non-binding mediation. The parties shall attempt to agree on a mediator. If they cannot agree, the parties shall request the presiding judge of Clackamas County Circuit Court to appoint a mediator. The dispute shall then be heard by the mediator. The mediator's fees shall be shared equally by the parties. If the issue is resolved at this step, there shall be a written determination of such resolution, signed by each party's manager and ratified by each governing body, which shall be binding upon the parties.
- (iii) Step Three: Disputes that are not resolved after exhausting Steps One and Two or within ninety (90) days, whichever comes earlier, shall be submitted to mutually agreeable arbitration or be resolved by proceedings in Clackamas County Circuit Court. If arbitration, suit or action is commenced, each party shall pay its own legal fees.

### 13. Full Agreement

This document is the entire, final and complete agreement of the parties pertaining to CRW's provision of surplus water to the NCCWC and supersedes and replaces all prior or existing written and oral agreements between the Parties or their representatives.

By signing this Agreement, the Parties agree to be bound by its terms and conditions for the entire period of its stated term.

CLACKAMAS RIVER WATER:

NORTH CLACKAMAS COUNTY WATER  
COMMISSION:

By: \_\_\_\_\_  
Sherry French, President

By: \_\_\_\_\_  
Kevin Williams, Chairman





## EXHIBIT B

### INTERGOVERNMENTAL WATER SUPPLY AGREEMENT FOR WATER SUPPLIED BY OLWS TO CRW CUSTOMERS

This agreement is entered into effective July 1, 2022, between the Clackamas River Water District (“CRW”), an ORS Chapter 264 Domestic Water Supply District, and the Oak Lodge Water Services (OLWS), a Joint Domestic Water and Sanitary District organized under ORS Chapters 198, 264, and 450 (collectively the “Parties”).

WHEREAS, The North Clackamas County Water Commission (“NCCWC”) currently purchases wholesale drinking water from CRW under an agreement dated March 8, 2001 (the “2001 NCCWC Agreement”), which includes terms regarding the provision of water by NCCWC to CRW for use by CRW customers; and

WHEREAS, the 2001 NCCWC Agreement is set to terminate June 30, 2022, and will be replaced by a Water Supply Agreement between NCCWC and CRW (the “2022 NCCWC Agreement”); and

WHEREAS, OLWS is a member of the NCCWC and its water system is used to provide water to some CRW customers; and

WHEREAS, OLWS and CRW wish to enter into an agreement for OLWS’s provision of water to CRW for use by CRW customers following termination of the 2001 NCCWC Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Water Supply. OLWS agrees to provide water for domestic service to specific areas inside CRW’s jurisdiction as mutually agreed by OLWS and CRW. CRW will compensate OLWS for water provided by OLWS to CRW customers using the formula set out in Section 5, below. These customers are served by CRW through CRW mains which in turn are connected to OLWS mains. For the purposes of this agreement, these shall be referred to as “CRW customers served by OLWS.”
2. Connections. Water main extensions connected to OLWS’s system within CRW shall be maintained by CRW.
3. Meters. Meters for CRW customers served by OLWS mains shall be installed, maintained and read by CRW. These meter readings will be the basis for compensation to OLWS as noted in Section 5. OLWS may check services for leakage or any other purpose.
5. Compensation. OLWS compensation for water provided to CRW customers served by OLWS shall be determined as follows:

- A. The total volume of water used by CRW customers served by OLWS, as determined by meter readings in CRW's normal billing process, will be calculated.
  - B. The sum of the consumption by CRW customers served by OLWS will be multiplied by a factor of 1.40 (the "Adjusted Consumption").
  - C. CRW will pay OLWS an amount calculated by multiplying the Adjusted Consumption by the rate charged to NCCWC by CRW for water under the 2022 NCCWC Agreement, payable every other month.
6. Termination. This Agreement shall remain in effect until December 31, 2042, unless otherwise terminated by mutual agreement of the Parties.
7. Notices. All notices related to this Agreement shall be sent to the respective General Manager of each agency and shall be delivered in the form of e-mail or pre-paid mail sent to the appropriate address(es) below:
- |   |   |
|---|---|
| Clackamas River Water<br>Attn: General Manager<br>PO Box 2439<br>Clackamas, OR 97015-2439 | Oak Lodge Water Services<br>Attn: General Manager<br>14496 SE River Road<br>Milwaukie, OR 97267 |
|---|---|
8. Severability. In the event any provisions of this Agreement shall be held to be impossible, invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties hereto. One or more waivers by either party of any provision, term, condition or covenant, shall not be construed by the other party as a waiver of subsequent breach of the same by the other party. Both parties have fully participated in negotiating and writing this Agreement; therefore, it shall not be construed against the party preparing it, but shall be construed as if both parties have prepared it.
9. Acts of God, Emergencies, etc. Performance or delay in performance of the obligations stated in this Agreement shall be reasonably excused when performance or timely performance is impossible or impracticable because of the occurrence of unforeseeable events such as emergency, catastrophe, disaster, labor disputes, or acts of God.
10. Disputes and Attorney's Fees. If a dispute arises between the parties regarding breach of this Agreement or interpretation of any term of this Agreement, the parties shall first attempt to resolve the dispute by negotiation, followed by mediation (if negotiation fails to resolve the dispute), and pursuant to the following steps:
- A. Step One: The general manager or other person designated by the governing bodies will negotiate on behalf of the entities they represent. The nature of the dispute shall be reduced to writing and shall be presented to each manager who shall then meet and attempt to resolve the issue. If the dispute is resolved at this step, there shall be a written determination of such resolution, signed by each

party's manager and ratified by each governing body, which shall be binding upon the parties.

B. Step Two: If the dispute cannot be resolved within ten days under Step One, the parties shall submit the matter to non-binding mediation. The parties shall attempt to agree on a mediator. If they cannot agree, the parties shall request the presiding judge of Clackamas County Circuit Court to appoint a mediator. The dispute shall then be heard by the mediator. The mediator's fees shall be shared equally by the parties. If the issue is resolved at this step, there shall be a written determination of such resolution, signed by each party's manager and ratified by each governing body, which shall be binding upon the parties.

C. Step Three: Disputes that are not resolved after exhausting Steps One and Two or within ninety (90) days, whichever comes earlier, shall be submitted to mutually agreeable arbitration or be resolved by proceedings in Clackamas County Circuit Court. If arbitration, suit or action is commenced, each party shall pay its own legal fees.

11. Full Agreement. This document is the entire, final and complete agreement of the parties pertaining to OLWS's provision of water to CRW and supersedes and replaces all prior or existing written and oral agreements between the Parties or their representatives.

By signing this Agreement, the Parties agree to be bound by its terms and conditions for the entire period of its stated term.

CLACKAMAS RIVER WATER:

OAK LODGE WATER SERVICES:

By: \_\_\_\_\_  
Sherry French, President

By: \_\_\_\_\_  
Susan Keil, President

## EXHIBIT C

### ARTICLE 12

#### WITHDRAWAL, TERMINATION OF MEMBERSHIP, SALE OF ASSETS AND DISSOLUTION

**12.3 Dissolution of the Commission.** The Commission may be dissolved by the unanimous vote of its Participating Members. Upon dissolution, the Participating Members shall develop a plan to wind down and dissolve the business affairs of the Commission. Unless modified by the plan, the dissolution shall be effective only after all debts and obligations are paid or provision for payment is made. Each Participating Member shall assume a share of the debts and obligations of the Commission in proportion to the ratio (expressed as a percentage) that Participating Member has contributed to the total cost of the asset or assigned as part of the original ownership of the asset, unless established under prior formal agreement.

The dissolution plan shall provide that all assets contributed by each Participating Member shall be transferred to the Participating Member contributing the asset. The Participating Members or applicable Participating Member shall execute those documents necessary to vest ownership of the proper assets in the associated Participating Member or the proportionate ownership of the System components, where applicable, in each Participating Member and execute a post dissolution management agreement. Nothing herein shall prevent a Participating Member from accepting cash or other consideration in lieu of continued proportionate ownership in the System. The cost of dissolution shall be treated as an operation and maintenance expense.

EXHIBIT D

AGREEMENT TO DISSOLVE INTERGOVERNMENTAL AGENCY

BY AND BETWEEN  
CLACKAMAS RIVER WATER  
AND  
SUNRISE WATER AUTHORITY

## AGREEMENT TO DISSOLVE INTERGOVERNMENTAL AGENCY

This AGREEMENT TO DISSOLVE INTERGOVERNMENTAL AGENCY (“Agreement”), subject to the conditions stated herein, is entered into by and between Clackamas River Water, a domestic water supply district organized under ORS Chapter 264 and special district subject to ORS Chapter 198 (“CRW”), and Sunrise Water Authority, a water authority organized under ORS Chapter 450 and special district subject to ORS Chapter 198 (“SWA”), and collectively referred to as the “Parties.”

### RECITALS

WHEREAS, SWA owns and operates a municipal water supply system that includes, but is not limited to, the distribution of potable water to retail customers from various sources including wholesale purchases from CRW and other entities for such purpose; and

WHEREAS, CRW similarly owns and operates a municipal water supply system that includes, but is not limited to, the distribution of potable water to retail and wholesale customers from its own treatment plant; and

WHEREAS, pursuant to ORS Chapter 190, CRW and SWA entered into a Cooperative Intergovernmental Agreement, effective November 20, 2013 (“IGA”); and

WHEREAS, the IGA created the Clackamas Regional Water Supply Commission (the “Commission”); and

WHEREAS, the Commission has no debt, employees, or obligations or liabilities under any contract with any third party or otherwise; and

WHEREAS, the Parties desire to terminate the IGA and to dissolve the Commission and distribute any assets pursuant to Section 12.3 of the IGA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **Dissolution of the Commission.** Pursuant to Section 12.3 of the IGA, the Commission is dissolved effective as of the date the Board of Directors of each of the Parties executes this Agreement (“Effective Date”). Except to the extent necessary to dissolve the Commission, the Parties will not conduct any business or incur any obligations on behalf of the Commission as of the Effective Date.
2. **Termination of the IGA.** The IGA is terminated as of the Effective Date.
3. **Distribution of Assets.** The Commission’s assets are listed in Exhibit A and are distributed as follows:

- a. **Equipment.** SWA/CRW transfers any interest it has in the equipment listed in Exhibit A to CRW/SWA. In consideration for SWA/CRW's transfer of its interest in the equipment, CRW/SWA agrees to pay SWA/CRW \$XXX.
  - b. **SCADA License.** SWA hereby assigns and transfers any interest it has in the SCADA license to CRW. In consideration for SWA's assignment and transfer of its interest in the SCADA license, CRW agrees to pay SWA \$XXX.
4. **Execution of Water Supply Agreement.** No later than June 30, 2022, CRW will execute a water supply agreement, substantially in the form of Exhibit B, with the North Clackamas County Water Commission. The Parties will use commercially reasonable efforts to mutually determine a final form of agreement and will each coordinate with the North Clackamas County Water Commission for that purpose.
  5. **Assumption of Outstanding Debt or Other Liabilities.** The Parties have conducted a diligent review of the Commission's accounts and agree that the Commission has no outstanding indebtedness or liabilities. Accordingly, neither Party assumes any indebtedness or liabilities of the Commission.
  6. **Release.** The Parties release and discharge each other, each of their respective assigns and successors and each of their directors, officers, employees, and agents from all claims, liabilities, obligations, costs, and expenses arising out of or in connection with (a) the operation of the Commission and (b) the breach of any representation, warranty, or covenant in the IGA. All Commission assets distributed to the Parties pursuant to this Agreement are transferred as-is, with all faults, and without any representation or warranty by the transferring Party.
  7. **Further Cooperation.** The Parties shall take all necessary and reasonable steps required to give effect to this Agreement, including, but not limited to, executing and documents and providing any notices to third parties. The Parties shall each be responsible for their own costs required to implement this Agreement and to wind up the Commission.
  8. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which are deemed an original, but all of which together constitute one and the same instrument. This Agreement may be executed by electronic signature.

IN WITNESS WHEREOF the Parties have dated and signed this Agreement.

SUNRISE WATER AUTHORITY

CLACKAMAS RIVER WATER

By \_\_\_\_\_

By \_\_\_\_\_

CHRIS HAWES,  
SWA Board Chair

SHERRY FRENCH,  
CRW Board President

Date \_\_\_\_\_

Date \_\_\_\_\_

**CLACKAMAS RIVER WATER**

**REGULAR BOARD MEETING**

**May 12, 2022**

**SUBJECT** Management Report

--

**PRINCIPAL STAFF PERSON** Todd Heidgerken

**DOCUMENTS ATTACHED**

**Table of Contents**

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

- A. Management Report
- B. Informational articles or Materials –
  - B.1 Clackamas River Water Providers Newsletter



**CLACKAMAS RIVER WATER**

**REGULAR BOARD MEETING**

**May 12, 2022**

**SUBJECT** Management Report

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**PRINCIPAL STAFF PERSON** Todd Heidgerken

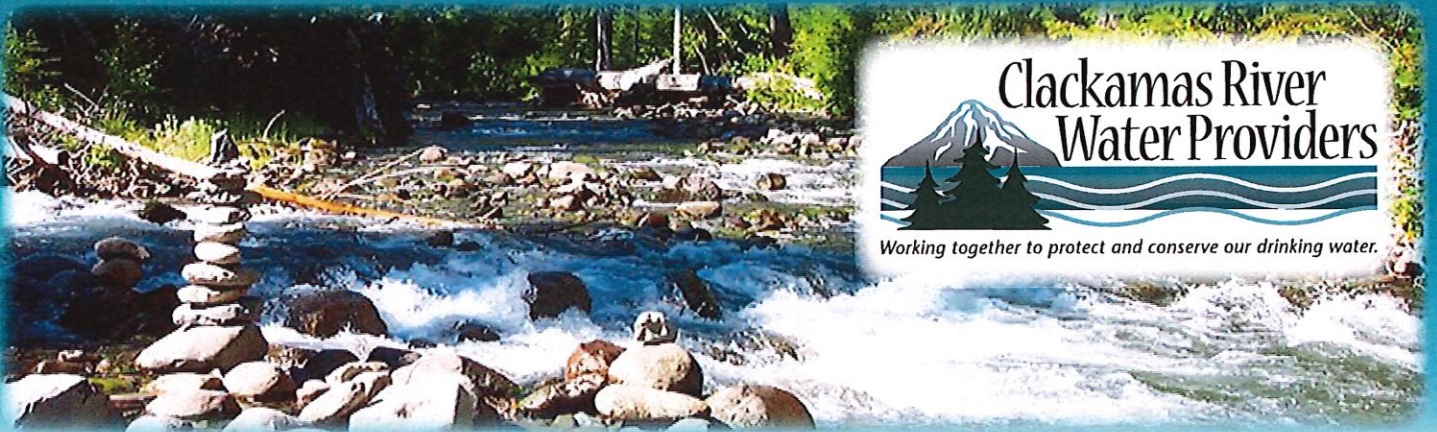
**BOARD ACTION REQUESTED** None

**A. Management Report**

1. **Communications:**  
**Monthly Report** – The monthly report will be provided to the Board separately and posted on the CRW Website.
2. **Pacific Northwest Section of the American Water Works Association (PNWS-AWWA) Conference Award and Presentations:**  
During the recent PNWS-AWWA Conference, CRW was pleased to have its “This Month in Water History A CRW Production/Clackamas River Water,” be selected as a 2022 PNWS-AWWA Excellence in Communications Honorable Mention Award. The podcast idea was the created by CRW’s Emergency Manager, Beth McGinnis as a way to highlight historical people, places and ideas that have contributed to providing safe drinking water. The current and past episodes of the podcast are available on the CRW website, [www.crwater.com](http://www.crwater.com). Congratulations go to Beth for the idea and production of the podcast!

CRW staff also had a chance to present to other water professionals during the AWWA section conference in Tacoma on a couple of topics. CRW’s Chief Engineer, Adam Bjornstedt and Water Distribution Supervisor, Jon Sleight shared insights and lessons learned during the “Fire and Ice: Supply Resiliency” panel session, describing CRW’s response to these recent disaster events. The information provided will help other water providers in preparation as they consider risk management strategies for these types of events. Thank you to both Adam and Jon for representing CRW and providing a “real world” perspective on how we were able to keep providing our customers with safe drinking water. Adam, joined by Ali Leeds from Carollo Engineers, also presented on the work we have recently completed on our WTP Facility Plan, including how the plan will help us assess and strategize for future plant improvements.

3. **Emergency Management Update:**  
A revised training plan for incident response has been shared with staff. Plans are in the works to develop an exercise that will be in conjunction with the Great Shakeout on October 20<sup>th</sup>.
4. **Security Update:**  
Staff is updating our key control logs and clarifying what keys are in circulation for employees and workgroups.
5. **Safety Update:** Upcoming Safety Trainings for May
  - Compressed Gases-SysOps/WR Staff only
  - Active Shooter Overview – all staff
  - Control of Hazardous Electricity/Lockout Tag Out – all staff
6. **Special Districts Association of Oregon (SDAO) Legislative Summary:** The 2022 SDAO Legislative Summary is available for download. Board members are encouraged to let us know if you would like to receive a printed copy. The report is available at:  
<https://www.sdao.com/files/c6c60c3d4/2022+Legislative+Summary.pdf>
7. **Phone System Upgrade:** CRW recently completed an upgrade to our phone system. The upgrade was needed since our previous system was out of date and replacement equipment was no longer available. The new voice over internet protocol (VoIP) system provides greater flexibility and improved features. Now that the project has been completed, the District anticipates saving about \$500 per month on subscription services.
8. **Board Officer Elections:** Section 2.2 of the Board Policies outlines the process for selecting officers. The Board can conduct the officer elections during the June meeting if there is no change in the Board's membership. Since there are not any changes to the Board's membership, the plan is to schedule the Board elections for the June 9 Board meeting with the term of officer beginning at the beginning of the July 14 Board meeting.
9. **Looking Ahead:**
  - The agenda preparation meeting for the June Board meeting will be held on Thursday, May 26 at 12:30pm
  - The May Board Work Session will be held Monday, May 23 at 6pm
  - CRW Offices will be closed on Monday, May 30 to Observe Memorial Day
  - The Regional Water Providers Consortium (RWPC) Board will be meeting on Wednesday, June 1 at 6:30pm by Zoom.
  - The June Board meeting will be held on Thursday, June 9 at 6pm



**B.1** SPRING 2022 News

# Help Celebrate Drinking Water Week May 1-7, 2022, "There When You Need It"

## What's Inside:

Drinking Water Week	P1
Video Contest	P1
What is a Watershed?	P2
Build A Watershed	P3
FREE Water Audit	P4
Winter Quiz	P4
Your Septic System	P5
Conserve Lawns	P6
Decrease Water Use	P7
Faces Interview	P8
Water Systems	P9



The Clackamas River Water Provider members will be celebrating *Drinking Water Week* (May 1-7). Our [Facebook page](#) will showcase the different ways tap water is "There When You Need It" by recognizing the vital role tap water plays in daily life. Each post will highlight the infrastructure that is required to carry water to and from homes and businesses, and the critical work that water professionals accomplish around the clock to ensure the delivery of quality tap water.

For more than 40 years the American Water Works Association and its members have used *Drinking Water Week* as a unique opportunity for both water professionals and the communities they serve to recognize the vital role water plays in our daily lives.

## Students for Clean Water Video Contest

The Clackamas River Water Providers are helping support [The Regional Coalition for Clean Rivers and Streams](#), by providing a \$500 prize to a student living and going to school within our [CRWP member service area](#) who's video wins the Students for Clean Water Video contest. The video must be focused on the Clackamas River as a drinking water source.

- Use your creativity to grab viewers' attention, keep them watching to the end and leave them with an "aha" moment.
- Consider using action, comedy and/or emotion to help get your point across.
- Select a call to action and give your video a cool movie name.
- [Check out previous entries](#) to get your creativity flowing.



The goal of this contest is to teach others with your video about cultural connections to water and nature and/or positive ways to contribute to source water protection.

- Imagine your video is a way to teach others about the actions they can take to protect our drinking water source.

[Go here](#) for more information about the *Students for Clean Water Video Contest*, and how to enter your video. Hurry!

The video submission and application deadline is April 24th, 2022.

CHRISTINE HOLLENBECK, Public Education and Conservation Program Coordinator, (503) 723-3511 • [christine@clackamasproviders.org](mailto:christine@clackamasproviders.org)  
KIM SWAN, Water Resource Manager, (503) 723-3510 • [kims@clackamasproviders.org](mailto:kims@clackamasproviders.org)

# What is a Watershed?

You hear us talk about our watershed or basin but have you ever wondered what a Watershed actually is? A watershed is a place where everything is connected – forest, fields, industry, businesses, houses, and all creatures. People affect watersheds and watersheds affect the health of our rivers and streams.

- A watershed is any area of land from which water drains to a common point, be it a river, pond, stream or lake.
- Watersheds are separated by each other by topographic features called ridge lines or divides.
- Watersheds are hierarchical, with smaller watersheds nested within larger ones.
- Watersheds come in all shapes and sizes and can cross county, state, and national boundaries.
- A watershed can be as large as all the land draining into the Columbia River, or as small as 20 acres draining to a pond.
- The term "Basin" is often used to describe the land area draining into a major river such as the Columbia.
- The term "subbasin" is used to describe a smaller watershed nested within a larger one.

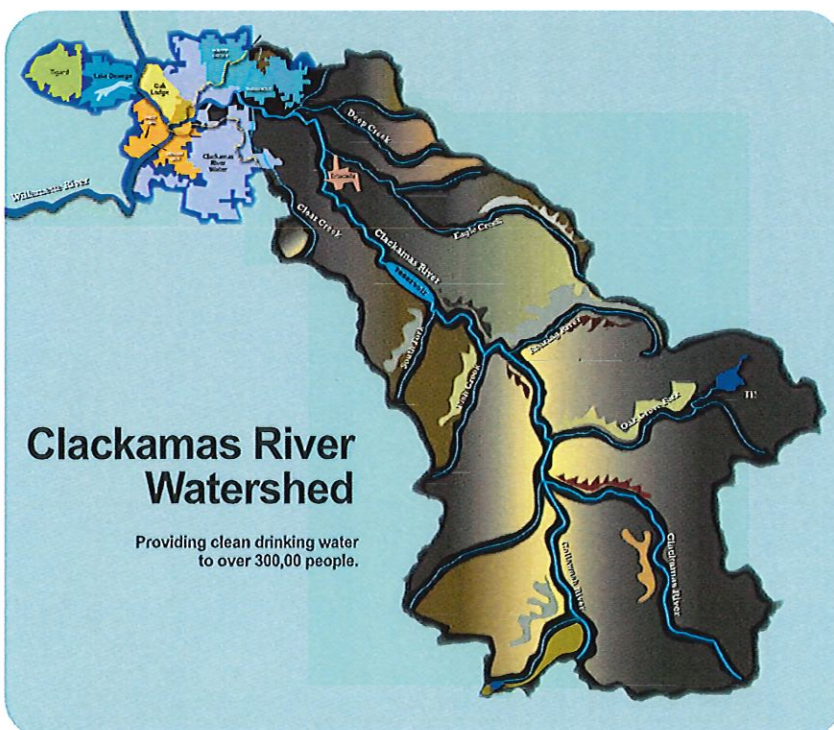
- A watershed is a place where everything is connected – forest, fields, industry, businesses, houses, and all creatures.

## Protecting Our Watershed

Unlike the City of Portland's protected Bull Run watershed, the Clackamas is a multi-use watershed with various users and ownership throughout the watershed.

Each time it rains or snows, pollutants wash off the land and flow untreated into nearby surface and groundwater sources. Because all water in a watershed is connected activities in one part of the watershed often affect other areas. A healthy watershed stores and filters water, stabilizes banks, provides shade and habitat for fish and other aquatic life.

Human activities such as construction, timber harvesting, livestock management, fertilizer and pesticide use if not performed responsibly can degrade water quality. In addition, impervious surfaces such as parking lots, roads, and roofs carry pollutants directly to our streams and natural water ways. Therefore, the combination of cars, homes, people, and animals in the watershed makes pollution from stormwater a serious threat to our river's water quality.



Enhancing watershed health requires understanding your watershed and taking appropriate action as needed to eliminate or control polluting activities. While good water quality may be difficult to see, a rich variety of plants and animals, from aquatic insects to cutthroat trout, indicate a healthy watershed and clean water.

We all play a role in preserving our vital drinking water resource. Whether you're a resident, business owner, employee or farmer, you can make a difference.

Learn more about our watershed by checking the following links:

<https://www.clackamasproviders.org/wp-content/uploads/2018/09/Watershed-Poster-18.pdf>

<https://www.clackamasproviders.org/interactive-map/>

# BUILD YOUR OWN WATERSHED

## Where does the water go when it rains?

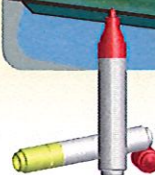
Find out by making it rain! In this activity, build a simple model of a watershed to see how water droplets flow and how the shape of the land helps collect water. Using water-based colored markers helps show how water carries pollutants.

### Materials:

- A sheet of white paper
- A Shallow pan
- Water-based colored markers
- Spray bottle with water

### Procedure:

1. Crumple the sheet of paper and then partially smooth it out being careful to leave lots of ridges.
2. Using water-based markers, color along the creases using a blue marker. The blue ink will represent water.
3. Using the other color markers, to represent pollutants such as fertilizers (green), pesticides (red), pet/animal waste (brown), etc.
3. Lay the sheet of paper in the pan and shape it so it looks like a mountainous watershed.
4. Gently spray the paper with water and watch colors begin to flow.



You can '**Build Your Own Watershed**', with this simple project that requires just a few materials that you may have on-hand. Build it and see how water flows and how the shape of the land collects water.

This "**Build Your Own Watershed**" project comes from the CRWP **Activity Book** that is available on our website and is a great resource for teachers in all grade levels.

[CLICK HERE](#) to view this page online, and find the complete Activity book at this address:

<https://www.clackamasproviders.org/wp-content/uploads/2020/04/Activity-Book-18.pdf>

# Help Save Water & Money - FREE Landscape Water Audit

The Clackamas River Water Providers offer free landscape water audits during the watering season (May-October) to the following member service areas: City of Estacada, Clackamas River Water, Sunrise Water Authority (City of Happy Valley and Damascus), City of Gladstone, Oak Lodge Water Services, and South Fork Water Board (Oregon City and West Linn).

Water use in our communities more than doubles during the summer months due to outdoor watering. Higher than normal outdoor water use is often the sign of inefficient use of water in our yards or an irrigation system that needs repair and/or scheduling adjustments. A landscape water audit is a way to get your irrigation system and landscape on track and running right.

Saving water and saving money is what a landscape water audit is all about. Our Landscape auditor will assess your lawn and garden areas, irrigation system and more. Residential landscape water audits often include but are not limited to:

- A walk through your yard & gardens including all lawn area.
- Making note of existing soil types, plant material, naturally available water, and sun exposure.
- Locating the water meter, noting any existing leaks from the meter throughout the irrigation system.
- Locating the irrigation controller, making note of the make/model as well as the current schedule. Each zone will be ran separately recording gallons per minute used for each zone.

When the audit is complete you will receive a detailed report with all recommendations recorded such as irrigation and controller schedule adjustments for better water efficiency,

and maintenance of existing plant material giving you the tools you need to better manage your outdoor water use.

The audits are available on a first come first serve basis. The audits will be approximately 1.5 hours, please be available to do the walk through with the auditor. Our Auditor will practice social distancing requirements.

For more information about our free landscape water audit program and to how to apply, visit our website at <https://www.clackamasproviders.org/landscape-water-audits/>.

## Want to be Water Smarter? Get your Weekly Watering Number

Everyone wants a beautiful Lawn and Garden – however, we also need to think about conserving water. The good news is that landscapes can be maintained with far less water than you think. Want to know exactly how much you should be watering each week? By using the Weekly Watering Number, you can do just that. This number is available each year April – September. [CLICK HERE](#) for more information and to sign up for your weekly Watering Number.



## Spring Quiz:

Answers - Can be found on page 7

**1. Water use in our communities more than triples during the summer months due to outdoor watering.**

- A. True
- B. False

**2. A Watershed is a place that includes:**

- A. Forest and Fields
- B. Industry and Business
- C. Houses and Creatures
- D. All of the Above

**3. According to the EPA, what % of Septic Systems fail?**

- A. 50%
- B. Almost 100%
- C. 10% to 25%
- D. 2%

**4. What can create a manageable landscape while conserving water?**

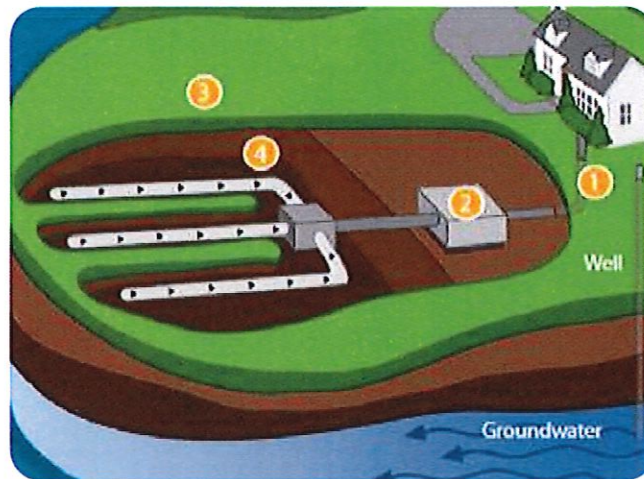
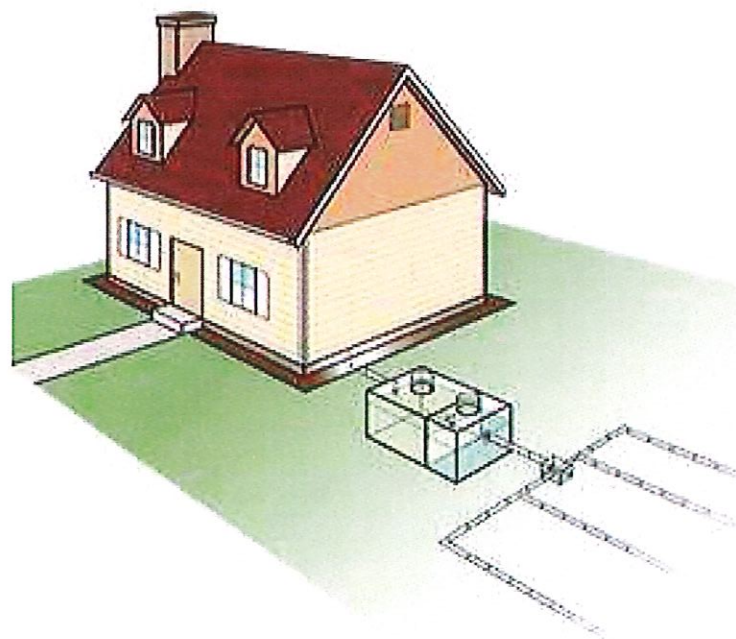
- A. Reevaluate lawn areas
- B. Manage irrigation systems
- C. Sign-up for the Weekly Watering Number
- D. All of the Above

# Septic System Assistance Program

The CRWP have identified improperly maintained septic systems as being a significant source of risk to drinking water quality in the Clackamas River watershed. The primary threat to surface water from septic system malfunction is direct runoff from partially treated waste or from contaminated recharged groundwater. Onsite wastewater treatment systems (septic systems) are the most common wastewater treatment systems in rural, unsewered areas of Clackamas County

According to EPA approximately 10 to 25% of septic systems fail, often releasing untreated wastewater into the underlying groundwater and/or nearby surface water. The risk of septic system malfunction increases: 1) with age; 2) where site conditions enhance the potential for pollutant movement such as rapidly draining soils, restrictive soils with slow permeability, or inadequate setbacks to surface water; and 3) in locations where a high density of septic systems on smaller lots are concentrated.

Some of the most serious contaminants that can be discharged from malfunctioning septic systems include high concentrations of disease-causing pathogens, nitrates, organic matter, ammonia, nitrogen, phosphates, synthetic organics, toxic metals, PCPs, and pharmaceuticals.



In 2012 CRWP completed a GIS Septic System Risk Analysis, and this analysis was updated in 2021 for the Clackamas River watershed. Through this analysis over 9,000 potential residential onsite septic systems were identified in the Clackamas watershed. Of these 1,800 were ranked as high risk which was determined by septic system age, high density cluster, distance to the Clackamas River and drinking water intakes, as well as vulnerable soils.

To help address this potential risk the CRWP has been working with the Clackamas Soil & Water Conservation District, Clackamas County Water Environment Services, and DEQ since 2013 to develop a Septic System Assistance Program to work with septic system owners who live in the Clackamas River watershed.

This has included annual septic system workshops, brochures and homeowner guides, and information on how to properly operate and maintain septic systems, how to look for signs of failure, codes and permits you need to be aware of, and where to get more technical information and financial assistance for your system. A properly functioning septic system can save you money and helps protect our water quality.

To learn more, go to <https://www.clackamasproviders.org/septic-system-assistance-program/>

# Get the Most Out of Your Lawn While Conserving Water

We have a fascination with green grass. The major advantages of a lawn is that it supplies a comfortable and inviting surface for barefoot play and lounging on warm days, it reduces glare near hardscapes and it cools the air around our homes. A lawn also adds distinctive color, texture, and function to a landscape. On the other hand, formally maintained, highly manicured areas of turf are the most water and maintenance demanding elements of any landscape.

There is no reason why a lawn should cover every square foot of property. The average lawn uses three to four times as much water as other areas of the landscape. This is because a great deal of water is lost in turf areas due to evaporation from the grassy surface, or due to being inefficiently watered. In addition, the prevailing species of grasses used in lawns here in the Northwest require a large amount of water to stay dependably green most of the year, or have been installed on lousy soil typically right after building is complete which can affect its water requirements.

Think of your lawn as an attractive, living outdoor carpet for areas of heavy use, so it becomes a choice of function instead of the major component of your garden's design. A lawn doesn't have to be big to look good or be useful.

***There are a number of things you can do to make your lawn more efficient:***

**First**, consider alternative grass species. The most important characteristics of a lawn are grass color, texture, blade thickness, sod-forming capabilities, and water requirements.



For a water-saving lawn, narrow your choices by selecting a species whose water requirements come close to being met by the amount of rainfall you get in your area.

**Second**, learn to water your lawn more efficiently. Regular irrigation maintenance is critical for maintaining water efficiency. Misaligned or broken spray heads and water runoff are some of the biggest causes of water waste. Manage your watering throughout the season, generally 1 inch of water per week is plenty to keep a lawn healthy, unless temperatures exceed 85 degrees. Visit our website at [www.clackamasproviders.org/weekly-watering-number/](http://www.clackamasproviders.org/weekly-watering-number/) to learn how to measure 1 inch of water at your home and to sign up for the Weekly Watering Number to make sure you are watering just the right amount.

**Third**, look at reducing the area of lawn in your landscape by considering other plant materials such as groundcovers, perennials, shrubs, or hard surfaces.

**Fourth**, evaluate your lawns needs. 1) Place the lawn where it will be the most useful. 2) Edge the lawn's perimeter so that it is easy to mow. 3) Avoid planting trees or shrubs inside turf area. 4) Keep the turf physical layout in easy to irrigate shapes (circles or rounded edges). 5) Don't put grass on steep slopes, not only is it hard to water efficiently but it is even harder to mow.

Here are a few examples of what to look for when evaluating your lawn needs. Where foot traffic is heavy in place of lawn you might consider a path of stone, brick, wood, mulch, or some other nonliving material. Narrow strips such as those commonly found along sidewalks and driveways are difficult to mow and water efficiently. A rule of thumb is that any area less than 16 feet wide is inefficient for lawn. Plant such areas with water-wise, lower maintenance plants, and/or replace the lawn in these areas with nonliving materials as mentioned above. Overly shady or fiercely hot and dry spots are also prime candidates for lawn alternatives more suited to such conditions. Convert these problem areas to attractive plantings of tough groundcovers, shrubs, and/or perennials.

Taking a little time to reevaluate your lawn areas, maintaining your irrigation system, and signing up for the Weekly Watering Number can create a more manageable landscape while conserving our drinking water and keeping more water in the Clackamas River.

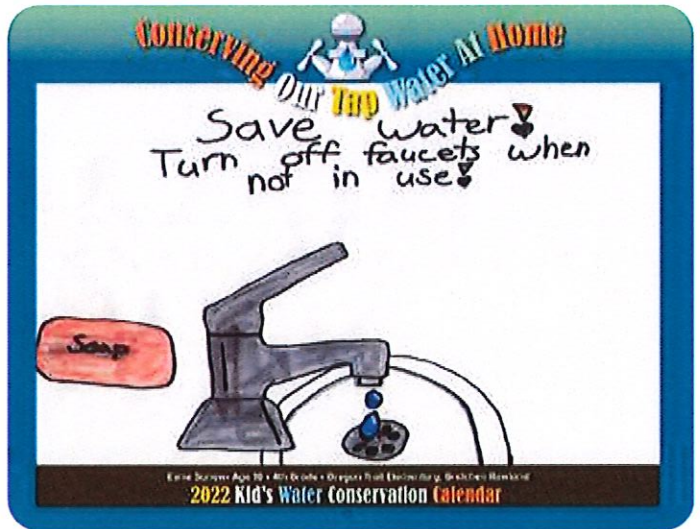


# 2022 Annual Water Conservation Calendar Voting

Each year the Clackamas River Water Providers holds a coloring contest with elementary schools in our service areas to create our annual water conservation calendar. The 2023 Calendar theme is “Our Healthy Watershed”. We typically receive around 600 pictures and from these pictures 13 pictures are chosen for the calendar.

To determine which picture is on the front of the 2023 calendar we ask our students, their families, and our communities to help decide by casting their vote for their favorite picture.

You can cast your vote for your favorite picture by going to our website starting May 2nd, 2022. There will be a link on the Home page connecting you to the voting poll. Be sure to vote! [www.clackamasproviders.org](http://www.clackamasproviders.org)



## Decreasing Outdoor Water Use through Oregon Bill

**Salem, OREGON**—To help alleviate water shortages during drought, Oregon’s state legislature is drafting a bill to change lawn and landscape sprinkler system requirements and adopt efficiency standards for landscaping. The bill would require all sprinklers made and installed in Oregon after January 1, 2023, to meet the EPA *WaterSense* program’s specification

requirements. Advocates for the bill say that using pressure-regulating sprinkler heads throughout the state could decrease water use by almost six million gallons by 2030. For more information, go to: [www.kdrv.com/news/local/oregon-bill-through-legislature-with-less-water-pressure/article\\_646ed2b8-936b-11ec-b402-eb71ed6d8ea6.html](http://www.kdrv.com/news/local/oregon-bill-through-legislature-with-less-water-pressure/article_646ed2b8-936b-11ec-b402-eb71ed6d8ea6.html)

### Spring Quiz:

#### Answers

Question 1 - Answer is B  
Question 2 - Answer is D

Question 3 - Answer is C  
Question 4 - Answer is D

# Faces of Drinking Water

by Christine Hollenbeck

For our Spring 2022 interview article I thought you all might like to know a little bit more about our own CRWP Water Resource Manager, Kim Swan.

## **CRWP: Where do you work/who do you work for? And what do you do?**

**Kim:** I am the Water Resource Manager for the Clackamas River Water Providers and have been in this position since the CRWP was created in 2007. As Water Resource Manager I am responsible for the day-to-day operations of the organizations as well as overseeing the development and implementation of the Source Water Protection program and the Public Outreach and Education program.

## **CRWP: What is your background prior to working in drinking water?**

**Kim:** After finishing Graduate School with a degree in Environmental Studies with an emphasis in Water Resource just by chance I got a job with the City of Gresham to develop a Water Conservation Program for the City, and I have been working in the drinking water industry ever since. Along the way I worked for the City of Tigard, and South Fork Water Board before being appointed to this position with the Clackamas River Water Providers.

## **CRWP: What is your favorite/ least favorite part of your job?**

**Kim:** I think the thing I love the most about my job is the intersection of the work I get to do between public water systems that provide drinking water and working within the watershed. Not only do I get to work with nine different cities and water districts, but I also get to be an advocate for drinking water and work with all our basin stakeholders. This includes working with the US Forest Service, Portland General Electric, Clackamas County, the Soil and Water Conservation District and our local watershed council to name just a few.

## **CRWP: Do you plan on retiring with the CRWP?**

**Kim:** I still have a way to go before retirement, but I would like to say that I will stay with the CRWP. We have built some amazing relationships in the basin, and it would be really hard to leave those.

## **CRWP: What accomplishments are you most proud of in your career with the CRWP?**

**Kim:** The CRWP will be 15 years old this summer. In 2007 we created a brand-new organization from scratch. In 2018 we were awarded the Exemplary Source Water Protection Award by the American Water Works Association for our work in Source Water Protection. It is not that we haven't had challenges along the way, but we are now seen as a leader in this field, and I think both our members and the stakeholders we work with see the benefit of this.

## **CRWP: What advice would you give to someone starting out in the field (What do you wish you knew your first week working in drinking water)?**

**Kim:** There are so many different kinds of water jobs from working in water treatment, distribution, water quality, water conservation, watershed management to name a few.

If you are just starting out, be curious, ask lots of questions, and look for opportunities to learn more. Get involved with organizations such as the American Water Works Association or the American Water Resources Association and their local chapters. They both have a lot of great resources to offer and ways to be more involved in the water industry.

## **CRWP: How has the industry changed since you started?**

**Kim:** Technology. Although the water industry has maybe been slower

## **Kimberly Swan Water Resource Manager Clackamas River Water Providers**



to embrace technology than other sectors, the use of automatic meter reading (AMR), geographic information system mapping (GIS), and Supervisory Control and Data Acquisition (SCADA) systems for example have changed how water system work better and more efficiently. Even zoom has let us continue to get our work done during the pandemic.

## **CRWP: What do you think is most important about your job?**

**Kim:** The relationship building. Not only between CRWP members but also with our basin stakeholders. This doesn't happen overnight and needs to be maintained overtime, but without these relationships we would not be able to accomplish the work we do at the CRWP.

## **CRWP: What's something people might be surprised to know about your agency?**

**Kim:** There are just two of us at the CRWP, me and Christine Hollenbeck, who manages our Public Outreach and Education program. If something needs to get done one of us is doing it, from taking meeting minutes, going to the post office or office store, to implementing programs and working with our partners. We have worked together for a long time, but sometimes I am still amazed at how much just the two of us can accomplish.

*(Continued on page 9)*

## How Our Water Systems Work

# Water Master Plans & Capital Improvement Programs

To continue providing clean safe drinking water CRWP members establish long-range strategies focused on community development and sustainability through the use of Water Master Plans (WMP). These provide a vision for capital project plans and investments. They are supported by planning documents and solid financial policies. WMPs identify jurisdictional needs ten to twenty-five years into the future. Regular updates to these plans are imperative as local conditions change.

In addition to long-range WMPs, water providers utilize Capital Improvement Programs (CIP) to identify present and future needs requiring capital infrastructure. Such programs operate for a shorter duration, often three-to-five years.

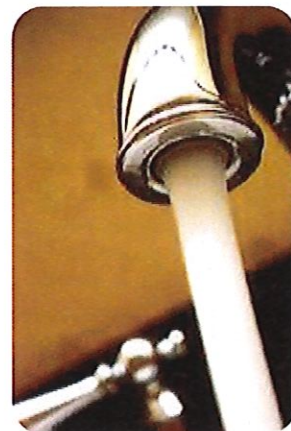
**Capital Improvement Programs** are a planning and budgeting tool that provides information about a water system's infrastructure needs. It identifies requirements for replacing and rehabilitating the facilities and infrastructure that support water supply and any new transmission lines that may be necessary.

Capital Improvement Programs serve as a comprehensive road map to achieve capital replacements and preventive maintenance for the benefit of public water customers. The program identifies the work to be performed. CIP updates are integral to sound financial planning of the water system. It also prioritizes and schedules the projects for funding and implementation through a multi-year plan normally 20 years.

### CIP Objectives include:

- Appropriate replacement of aging and at-capacity water facilities/condition assessment.
- Ensuring safe and reliable water facilities.
- Compliance with regulatory mandates.

Contact your local [water provider](#) for more information about their Water Master Plan and the Capital Improvement Programs.



## Faces continued

**CRWP: What is the biggest challenge facing your organization in the next couple of years? What are the opportunities?**

**Kim:** I think the impacts of climate change are going to be a big challenge. We have already started trying to figure out what this will mean for our watershed and our drinking water source, but I think there is a lot more we need to be doing.

Also, a lot of people are retiring which is both a challenge and an opportunity. We are losing an amazing knowledge base and expertise when these people leave, on the flip side new people have new ideas and views of how to get things done, it's exciting.

**CRWP: What would you like the public to know about their drinking water and what your role does to deliver that?**

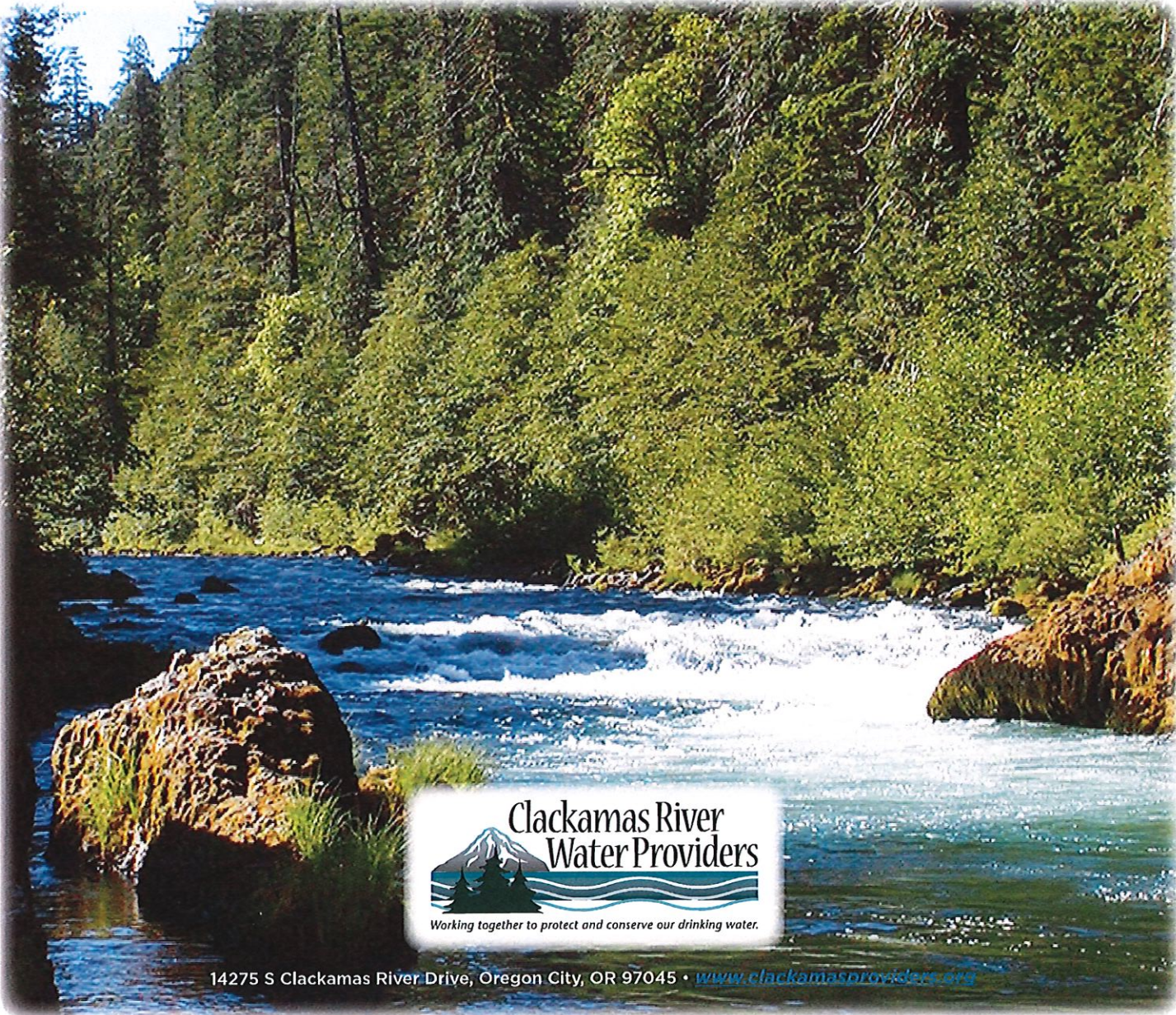

**Kim:** Most people don't think twice about the water that comes out of their faucets. But for that to happen there

are all sort of dedicated people like me, protecting our drinking water source, to those who are treating it, making it into drinking water, to those who are continuously testing the water quality, to the customer service representative who can help you with your water bill. It is because of all these people that you have safe, clean, high quality drinking water 24/365 days a year.

**CRWP: What do you do for fun outside of work?**

**Kim:** My husband and I do a lot of camping, fishing, biking and hiking when we have the chance to get out of town. We also like to travel overseas but that has been hard to do the last few years because of COVID.

Thank you, Kim, for this interview. I can't believe it's been 15 years that Kim and I have worked together for the CRWP. Under Kim's management we have accomplished many wonderful things. Kim is amazing in her position as our Water Resource Manager, and a great asset to the CRWP. I look forward to our future and feel we are in good hands with her leading the way.

**Clackamas River  
Water Providers**

*Working together to protect and conserve our drinking water.*

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**Our Members:**



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[www.ci.gladstone.or.us](http://www.ci.gladstone.or.us)



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[www.sfwb.org](http://www.sfwb.org)



[www.sunrisewater.com](http://www.sunrisewater.com)



[www.tigard-or.gov](http://www.tigard-or.gov)

CHRISTINE HOLLENBECK, Public Education and Conservation Program Coordinator, (503) 723-3511 • [christine@clackamasproviders.org](mailto:christine@clackamasproviders.org)  
 KIM SWAN, Water Resource Manager, (503) 723-3510 • [kims@clackamasproviders.org](mailto:kims@clackamasproviders.org)



**CLACKAMAS RIVER WATER**

**REGULAR BOARD MEETING**

**May 12, 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**

**Agenda Summary**

**BACKGROUND**

None

# CLACKAMAS RIVER WATER

Commissioner Request for Reimbursement

Month March 2022

Commissioner's Name Naomi Angier Please Print

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

Total \$ 100.00

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

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

Date	Mileage *	Amount
_____	_____	\$ 101.66
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

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

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

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

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

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

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

**Total Expenses**     \$ \_\_\_\_\_  
**Adjustments**         \$ \_\_\_\_\_  
**Amount Due Commissioners**     \$ 100.00

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

Respectfully submitted \_\_\_\_\_  
Commissioner's Signature

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

\_\_\_\_\_ 04-15-22  
 CFO Date

4/18/22

# CLACKAMAS RIVER WATER

Commissioner Request for Reimbursement

Month April 2022

Commissioner's Name Sherry French Please Print

Date	Meetings	Amount
	CRW Regular Board Meeting -- 4/14	\$ 50
	CRW Work Session	\$
	Miscellaneous Meeting 4/19 Oak Lodge	\$ 50
	4/27 Sunrise Mtg	\$ 50
	4/25 Agenda	\$ 50
		\$

Total \$ 200

Date	Meals	Amount
		\$
		\$
		\$
		\$

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

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

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

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

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

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

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

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

**Total Expenses** \$ \_\_\_\_\_  
**Adjustments** \$ \_\_\_\_\_  
**Amount Due Commissioners** \$ 200

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 Sherry French  
Commissioner's Signature

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

\_\_\_\_\_ CFO Date 05.02.22

*✓ mo  
5/2/22*

# CLACKAMAS RIVER WATER

Commissioner Request for Reimbursement

Month Apr 2022

Commissioner's Name Lester Garrison Please Print

Date	Meetings	Amount
	CRW Regular Board Meeting - <u>Apr 14, 2022</u>	\$ 50.00
	CRW Work Session	\$
	Miscellaneous Meeting	\$
		\$
		\$
		\$

Total \$ 50.00

Date	Meals	Amount
		\$
		\$
		\$
		\$

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

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

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

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

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

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

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


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

**Total Expenses** \$ 50.00  
**Adjustments** \$ \_\_\_\_\_  
**Amount Due Commissioners** \$ \_\_\_\_\_

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

Respectfully submitted Lester Garrison  4/19/22  
 Commissioner's Signature

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

 \_\_\_\_\_ 4-26-22  
 CFO Date

✓  
 mo  
 5/2/22



CLACKAMAS RIVER WATER

REGULAR BOARD MEETING

May 12, 2022

SUBJECT Proposed Process for Filling Board Vacancy Position #5

DRAFT MOTION NO MOTION REQUIRED

EFFECTIVE DATE

PRINCIPAL STAFF PERSON Todd Heidgerken, General Manager

BOARD ACTION REQUESTED Informational

DOCUMENTS ATTACHED

Agenda Summary

BACKGROUND Board position #5 was vacated by Commissioner Alexander effective May 3, 2022 through letter of resignation. ORS 198.320 will govern the process for filling the vacancy.

Staff proposes the following timeline:

- 1. Application Posted on the CRW website on May 13, 2022 and Notices provided to interested party list
2. Applications due (received) May 31, 2022
3. Board will be provided with all applications with the June Board meeting packet materials
4. Hold a Board Work Session beginning at 5:30pm on June 9, 2022 ahead of the Regular Board Meeting to conduct interviews
5. Board will appoint a Board member during the Regular Meeting on June 9, 2022
6. Swear in the new Commissioner after the appointment by the Board (June 9, 2022)