

CLACKAMAS RIVER WATER  
BOARD OF COMMISSIONERS  
WORK SESSION AND 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  
June 9, 2022 at 5:30pm

**AGENDA**

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

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

Anyone who wishes to attend the meeting remotely may do so by internet at <https://us02web.zoom.us/j/84668335016> or by calling the following number 1-253-215-8782 and join meeting/84668335016 #. Passcode: 770003

**WORK SESSION @ 5:30pm**

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

1. Conduct Interview(s) of Candidates for Vacant Board of Commissioners  
Position #5- *Board of Commissioners*

*Adjourn work session*

**REGULAR BOARD MEETING -Immediately Following the Work Session**

Call to Order- *Sherry French, President*

- a. Approval of the Agenda

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

**Action Items**

1. Board Vacancy: Consider Appointment to Position #5– *CRW Board*
2. Consider Approval of the CRW to North Clackamas County Water Commission (NCCWC) Water Supply Agreement – *Todd Heidgerken, General Manager*
3. Resolution 09-2022- Establishing Wholesale Water Rates Charged to North Clackamas County Water Commission (NCCWC)- *Jason Kirkpatrick, Chief Financial Officer*
4. Consider Approval of the Oak Lodge Water Services (OLWS) to CRW Water Supply Agreement- *Todd Heidgerken, General Manager*
5. Consider Approval of the Clackamas Regional Water Supply Commission (CRWSC) Dissolution Plan and Agreement - *Todd Heidgerken, General Manager*
6. Consider Approval of the CRW/Sunrise Water Authority Intergovernmental Agreement (IGA) for Services- *Todd Heidgerken, General Manager*

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7. **Resolution 10-2022** Approve Utility Billing Bad Debt Write-Off for FY 2021-2022 Uncollectible Water Bills- *Jason Kirkpatrick, Chief Financial Officer*
8. **Consider Amendment to Waterline Easement 2001-005699 at 9550 SE Clackamas Rd., TL 22E09DB 00802-** *Adam Bjornstedt, Chief Engineer*

#### Consent Agenda

- CA-1: **Gross Payroll and Accounts Paid: May 2022**– *Jason Kirkpatrick, Chief Financial Officer*
- CA-2: **Cash Position and Transfers: May 2022**– *Jason Kirkpatrick, Chief Financial Officer*
- CA-3: **Consider Approval of Surplus Vehicles**- *Todd Heidgerken, General Manager*
- CA-4: **Project Acceptance:** Accept assets constructed for the “Home 2 Suites” 18-5240 and “Residence Inn by Marriot” 19-5256, a combined project- *Joe Eskew, Engineering Manager*
- CA-5: **Project Acceptance:** Accept the capital project “Athens Drive Waterline”, CIP 21-5275- *Joe Eskew, Engineering Manager*

#### Informational Reports

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

#### Commissioner Business

11. Commissioner Reports and Reimbursements

#### *Adjourn regular meeting*

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

**CLACKAMAS RIVER WATER**

**BOARD WORK SESSION**

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**August 30, 2018**

**SUBJECT** Conduct Interviews(s) of Candidates for Vacant Board of Commissioners  
Position #5

**PRINCIPAL STAFF  
PERSON** CRW Board of Commissioners

**DOCUMENTS  
ATTACHED** Applications

**Agenda Summary**

**BACKGROUND** Time is being set aside during the work session to provide an opportunity for Clackamas River Water Commissioners to interview a candidate to fill the current vacancy on the Board.



Karin Holzgang &lt;kholzgang@crwater.com&gt;

## Board of Commissioners Application

1 message

Wufoo <no-reply@wufoo.com>  
 Reply-To: no-reply@wufoo.com  
 To: kholzgang@crwater.com

Wed, May 18, 2022 at 6:11 AM

**Name \*** Robert Rubitschun

**Phone Number \***

**Address \*** 

**Email \*** [Brubitschun@gmail.com](mailto:Brubitschun@gmail.com)

**Occupation** Management Consultant

**Years of Residence as a Clackamas River Water Ratepayer \*** 36

**Education Background \***

- Master of Business Administration, Marylhurst University, Marylhurst, Oregon
- Master of Science, Oregon State University, Corvallis, Oregon
- Bachelor of Science, Michigan State University, East Lansing, Michigan

### Professional or Vocational Background \*

Optware Solutions LLC, Beaverton, Oregon, 2020 – present (part-time)  
 Senior Consultant

- Assist customers implement enterprise business optimization systems.
- Assist customers use business optimization systems for decision-making.
- Project Management.

Alliance Enterprises, Inc., DuPont, Washington, 2016 – 2019  
 Director of Project Management

- Direct consulting teams who implement customer solutions.
- Management participation in pre-sales, post-sales delivery execution.
- Manage customer and partner relationships.
- Oversee Project Management Office (PMO) for customer's enterprise case management solutions.
- Management point-of-contact for key customer accounts.
- Direct project managers and manage customer expectations; work closely with internal cross-functional teams to ensure customer requirements are completed satisfactorily.
- Successfully delivered customer conferences that had representation from 80% of our customer agencies and included presentations from industry thought leaders, power users and industry icons.

SAS Institute, Inc., Cary, North Carolina, 2002 – 2016  
 Director of Consulting Services

- Actively participated in all phases of project delivery including kickoff, requirements, design, build, test, knowledge transfer, documentation, closeout, and post-implementation support.
- Oversaw delivery teams implementing SAS solutions for customers. Served as the management point-of-contact for all customer projects in the business unit.
- Directed project managers and managed customer expectations across a wide range of implementations.
- Consistently achieved consulting revenue targets in the business unit.
- Brokered win/win solutions to resolve customer concerns about project budgets and/or schedules.
- Sunset a software solution and successfully negotiated a knowledge transfer plan to make customer self-sufficient.

ABC Technologies, Inc., Beaverton, Oregon, 1995 – 2002  
 Vice President, Client Services

- Created a network of world-class professionals, consisting of both employees and contractors, to deliver services throughout the US and world. Established virtual offices for employees to attract professionals in a variety of geographic locations.

- Scaled business to meet customer demand for consulting services, software training, and technical support calls.
- Expanded software training offerings and delivery options; oversaw the development of web-based courses and custom training for on-site customers.
- Worked closely with Big 5 consulting firms to create partnerships and bench strength for implementation services.
- Established a network of certified partners to assist with consulting services and training.
- Grew user conference into the largest and most successful conference of its kind in the industry.
- Participated with senior management in positioning ABC Technologies, Inc. to potential buyers; sold to SAS Institute in 2002.
- Provided knowledge transfer to SAS following acquisition; remained employed by SAS.

Decision Dynamics, Inc., Lake Oswego, Oregon, 1985 – 1994

Vice President

- Provided general management oversight for business division including P&L responsibilities, sales, solution development, delivery and post-implementation support.
- Created best-in-class solution delivery team for enterprise optimization systems.
- Scaled business to meet customer demand for consulting services, software training, and technical support calls.
- Led a team of professionals dedicated to creating Raving Fans amongst customers
- Established Decision Dynamics as the dominant leader in the industry served

Additional Background:

Board Experience

- I've worked with Boards for the majority of my professional career. As a member of the executive management team, I presented business unit results, requested Board support for capital projects and was interviewed for an equity position in the company. As a strategic partner for clients, I frequently presented a vision for technology investments to their boards and once implemented the resulting cost savings. Finally, I presented to an outside Board the strategic vision of my business unit that successfully lead to the sale of our company to a global partner.

Personal Fun Facts

- Married for 43 years (and counting)
- Proud father of three daughters
- Climbed Mt Hood
- Completed Portland Marathon
- Completed Canby Gator Grinder Sprint Triathlon
- Avid Writer
- Traveled to 47 of 50 USA States
- Lived in Oregon City, OR since 1986

Prior Civic Activities

- Clackamas River Water, District Representative Budget Committee Member
- Oregon City High School, Band Booster
- Oregon City High School, Cross Country Fundraiser Chair
- Night with Sylvia, Vendor Liaison
- Athletes Helping Athletes, Dream-maker
- Neighborhood CC&R, Leadership Team Member
- Neighborhood Liaison for Stone Creek Golf Course development project
- Big Brothers Program, Volunteer

**Briefly explain why you want to serve on the CRW Board of Commissioners.**

I've had an interest in natural resources my entire adult life. I earned an undergraduate degree in Forestry and studied sustainable natural resource management practices. I understand the importance that natural resources plays to society. Water is probably one of the most taken-for-granted natural resources in America. People turn on the faucet and water flows. They expect this to always be the case. However, ample high-quality, safe drinking water is no accident. It only happens through forward-thinking management practices that ensure our water supplies will keep pace with demand. I have a passion for natural resources and water is the planet's most precious natural resource.

In 2021, I was selected to be a member of CRW's District Representative Budget Committee. I thoroughly enjoyed learning more our CRW practices and vision. Although, my elected role was limited to reviewing the proposed 2021-2023 Biennium Budget, I continued to attend board meetings after its passage. In the process, I became familiar with CRW board members, key personnel and the range of projects that they have on their plate. My business-side thoroughly enjoyed this.

I feel my professional skills would be an asset to the current board of commissioners. In my previous roles, I've developed expertise in analytics, project management, management presentations, networking, collaborative discussion, negotiations, and decision-making.

I would welcome the opportunity to serve on the board of commissioners and participate in your mission of providing affordable high-quality, safe drinking water.

Thank you for your consideration.

<https://www.linkedin.com/in/bobrubitschun>

**By clicking below, I certify that all statements on this application are true and complete to the best of my knowledge. I understand false or incomplete statements shall be sufficient cause for disqualification or dismissal.**

- Yes, I understand and agree to the terms listed above.

**Do you understand and agree to the terms listed above?**

★




Karin Holzgang <kholzgang@crwater.com>

### Board of Commissioners Application

1 message

Wufoo <no-reply@wufoo.com>  
Reply-To: no-reply@wufoo.com  
To: kholzgang@crwater.com

Tue, May 17, 2022 at 10:36 AM

<b>Name *</b>	Sonny Buchanan
<b>Phone Number *</b>	
<b>Address *</b>	
<b>Email *</b>	<a href="mailto:larrysonny@hotmail.com">larrysonny@hotmail.com</a>
<b>Occupation</b>	Retire
<b>Years of Residence as a Clackamas River Water Ratepayer *</b>	16
<b>Education Background *</b>	High school diploma. Studies at MHCC.CCC. Tennessee Temple University
<b>Professional or Vocational Background *</b>	30yr plus General Journeyman Electrician Licensed in 3 States
<b>Prior Civic Activities *</b>	Musician in Mt Hood Pops Orchestra.
<b>Briefly explain why you want to serve on the CRW Board of Commissioners. *</b>	I want to serve my community and get board experience
<b>By clicking below, I certify that all statements on this application are true and complete to the best of my knowledge. I understand false or incomplete statements shall be sufficient cause for disqualification or dismissal.</b>	<ul style="list-style-type: none"> <li>• Yes, I understand and agree to the terms listed above.</li> </ul>
<b>Do you understand and agree to the terms listed above? *</b>	

**CLACKAMAS RIVER WATER**

**REGULAR BOARD MEETING**

**June 9, 2022**

**SUBJECT**                      **Board Vacancy: Appointment to position #5**

<b>DRAFT MOTION</b>	I move that the Board appoint _____ to fill the vacancy in position #5 through June 30, 2023 for the Clackamas River Water Board of Commissioners effective July 14, 2022 when the oath of office is administered during the July Board Meeting
<b>EFFECTIVE DATE</b>	July 14, 2022

**PRINCIPAL STAFF PERSON**                      CRW Board of Commissioners

**BOARD ACTION REQUESTED**                      Appointment of \_\_\_\_\_ to fill the vacancy in position #5

**DOCUMENTS ATTACHED**

**Agenda Summary**

**BACKGROUND**                      Commissioner Alexander resigned from the Clackamas River Water Board of Commissioners effective May 3, 2022. Commissioner Alexander occupied position #5 which expires June 30, 2025. The CRW Board will appoint a replacement that will serve until the next regular election in May 2023. Staff posted the vacancy on the CRW website and sent the vacancy notice to the Board distribution list and Budget Committee.

**ANALYSIS**                      The process for appointing a board member is governed by ORS 198.320 and CRW Board Policy (Section 2.1 D). The appointment is made by the remaining board members and requires three affirmative votes. Once appointed, an Oath of Office will be administered at the July 14, 2022 Board Meeting.



# CLACKAMAS RIVER WATER

## REGULAR BOARD MEETING

June 9, 2022

**SUBJECT** Consider Approval of the CRW to North Clackamas County Water Commission (NCCWC) Water Supply Agreement

<b>DRAFT MOTION</b>	Move to approve the CRW to North Clackamas County Water Commission (NCCWC) Water Supply Agreement
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<b>EFFECTIVE DATE</b>	June 30, 2022
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**PRINCIPAL STAFF PERSON** Todd Heidgerken, General Manager

**BOARD ACTION REQUESTED** The Board is requested to approve the Water Supply Agreement

**DOCUMENTS ATTACHED** CRW to North Clackamas County Water Commission (NCCWC) Water Supply Agreement

### Agenda Summary

**BACKGROUND** Clackamas River Water (“CRW”) and the North Clackamas County Water Commission (“NCCWC”) are parties to a Water Supply Agreement dated March 8, 2001 (the “Water Supply Agreement”). The original Water Supply Agreement was set to expire on December 31, 2021 but was extended until no later than June 30, 2022 to allow additional time to develop an updated agreement.

Staff from CRW, CRW’s legal counsel, and NCCWC staff have been working on developing a new long-term water supply agreement for consideration by the governing board of each entity.

A draft of a NCCWC/CRW Water Supply Agreement was shared with the CRW Board and discussed during the February 28, May 23 work sessions and May 12 Regular Board Meeting. The NCCWC Board has met and provided tentative approval of the agreement with final adoption to occur at their June board meeting. No changes have been made to the agreement as shared previously. A final version of the agreement is attached for the Board’s consideration.

**STAFF RECOMMENDATION** Staff recommends approval of the water supply agreement

## WATER SUPPLY AGREEMENT

This agreement is entered into this 1st day of July, 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

# CLACKAMAS RIVER WATER

## REGULAR BOARD MEETING

June 9, 2022

**SUBJECT** Resolution No. 09-2022 Establishing Wholesale Water Rates Charged to North Clackamas County Water Commission

**DRAFT MOTION** Move to approve Resolution No. 09-2022 establishing wholesale water rates charged to North Clackamas County Water Commission effective July 1, 2022.

**EFFECTIVE DATE** July 1, 2022

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

**BOARD ACTION REQUESTED** Consider Resolution No. 09-2022, establishing wholesale water rates charged to North Clackamas County Water Commission

**DOCUMENTS ATTACHED** Resolution No. 09-2022

### Agenda Summary

**BACKGROUND** CRW's wholesale water supply agreement is with North Clackamas County Water Commission (NCCWC). The agreement provides for annual adjustments to wholesale rates.

CRW along with FCS Group developed a rate model for wholesale water customers based on the M1 Manual of the American Water Works Association (AWWA). These rates beginning July 1, 2022, as follows:

July 1, 2022, the new wholesale water rates for NCCWC will be:

For water delivered at Mather Road/152 <sup>nd</sup> Interties	\$1.0219/CCF
For water delivered at Otty Road Intertie	\$1.2839/CCF

Annual rate increases will be calculated and take effect at the beginning of each fiscal year, July 1, for water purchases on or after that date.



## CLACKAMAS RIVER WATER

RESOLUTION No. 09-2022

### **Establishing Wholesale Water Rates Charged to North Clackamas County Water Commission**

WHEREAS, Clackamas River Water (CRW) has entered into a water supply agreement with the North Clackamas County Water Commission (NCCWC) effective July 1, 2022; and

WHEREAS, the agreement provides that CRW is to adopt rates each year; and

WHEREAS, CRW has conducted a rate study to evaluate wholesale water rates during fiscal year 2021-22.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF CLACKAMAS RIVER WATER THAT:

Section 1: The following rates are per CCF and shall apply for water purchased

Section 2: Beginning July 1, 2022, the Sunrise Water Authority rates shall be:

For water delivered at Mather Road/152 <sup>nd</sup> Interties	\$1.0219
For water delivered at Otty Road Intertie	\$1.2839

ADOPTED by the Clackamas River Water Board of Commissioners this 9th day of June 2022.

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Sheryl French, Board President

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Naomi Angier, Board Secretary

# CLACKAMAS RIVER WATER

## REGULAR BOARD MEETING

June 9, 2022

**SUBJECT** Consider Approval of Oak Lodge Water Services (OLWS) to CRW Water Supply Agreement

<b>DRAFT MOTION</b>	Move to approve the Oak Lodge Water Services (OLWS) to CRW Water Supply Agreement
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<b>EFFECTIVE DATE</b>	June 30, 2022
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**PRINCIPAL STAFF PERSON** Todd Heidgerken, General Manager

**BOARD ACTION REQUESTED** The Board is requested to approve the Water Supply Agreement

**DOCUMENTS ATTACHED** Oak Lodge Water Services (OLWS) to CRW Water Supply Agreement

### Agenda Summary

**BACKGROUND** In the expiring North Clackamas County Water Commission (NCCWC)/CRW water supply agreement is a provision that allows for the NCCWC or its members to provide water for CRW to serve CRW customers. OLWS is a member of the NCCWC along with Sunrise Water Authority and the City of Gladstone.

Since this provision allowing a NCCWC member to provide water applies only to the situation involving 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. A draft of this agreement was shared as part of the May 23 CRW Work Session.

There are 368 CRW customers who are provided water in this manner under the agreement. 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. The CRW and OLWS Boards would be being asked to approve a final agreement during their respective June meetings.

**STAFF RECOMMENDATION** Staff recommends approval of the water supply agreement

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 District (“OLWS”), a consolidated 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 also 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. Attachment A is a list of addresses of CRW customers that will be served with OLWS water on the effective date of this Agreement. CRW will compensate OLWS for water provided by OLWS to CRW using the formula set out in Section 4, below. Customers in these areas are served by CRW through CRW mains which in turn are connected to OLWS mains. For the purposes of this Agreement, these customers shall be referred to as “CRW customers served by OLWS.”
2. Connections. Water main extensions connected to OLWS’s system within CRW’s jurisdiction 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 4. OLWS may check services for leakage or any other purpose.
4. Compensation. OLWS compensation for water delivered to CRW for use by 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 total volume of water determined in subsection (A) 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.
5. Termination. This Agreement shall remain in effect until December 31, 2042, unless otherwise terminated by mutual agreement of the Parties.
  6. 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	Oak Lodge Water Services Attn: General Manager 14496 SE River Road Milwaukie, OR 97267
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  7. 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.
  8. 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.
  9. 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.

10. 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.

11. Assignment. This Agreement shall not be assignable by either Party without the written consent of the other Party. Notwithstanding the foregoing, the Parties acknowledge that the Clackamas County Board of Directors has adopted an order forming the Oak Lodge Water Services Authority and dissolving OLWS, which dissolution is anticipated to occur no later than December 31, 2022. It is the intent of the Parties, and the Parties hereby agree, that this agreement shall be assigned by OLWS to the Oak Lodge Water Services Authority, without the need for any further action by a Party, upon (a) the occurrence of both the official effective date of the Oak Lodge Water Services Authority and the official effective date of the dissolution of OLWS, and (b) action by the Oak Lodge Water Services Authority governing body to assume all obligations of OLWS under this Agreement.

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

**Attachment A**  
**Accounts Before the NCCWC Master Meter**

16727 SE KNOLL RIDGE TER	16980 STANHELMA DR	17216 PARKERS DR
16730 SE KNOLL RIDGE TER	16981 STANHELMA DR	17216 STANHELMA DR
16744 SE KNOLL RIDGE TER	16990 STANHELMA DR	17225 STANHELMA DR
16758 SE KNOLL RIDGE TER	16991 STANHELMA DR	17228 PARKERS DR
16765 SE KNOLL RIDGE TER	17012 STANHELMA DR	17236 STANHELMA DR
16768 GURNEE AVE	17020 GURNEE AVE	17240 PARKERS DR
16770 GURNEE AVE	17021 GURNEE AVE	17252 PARKERS DR
16772 SE KNOLL RIDGE TER	17032 STANHELMA DR	17255 STANHELMA DR
16776 GURNEE AVE	17041 GURNEE AVE	17256 STANHELMA DR
16786 SE KNOLL RIDGE TER	17050 GURNEE AVE	17264 PARKERS DR
16800 SE KNOLL RIDGE TER	17050 WEBSTER RD	17265 STANHELMA DR
16801 WEBSTER RD	17053 STANHELMA DR	17275 STANHELMA DR
16802 WEBSTER RD	17055 WEBSTER RD	17276 PARKERS DR
16803 WEBSTER RD	17056 WEBSTER RD	17276 STANHELMA DR
16809 WEBSTER RD	17058 SE WEBSTER RD	17300 PARKERS DR
16812 WEBSTER RD	17060 GURNEE AVE	17302 PARKERS DR
16814 SE KNOLL RIDGE TER	17060 WEBSTER RD	17304 PARKERS DR
16815 WEBSTER RD	17073 STANHELMA DR	17310 WILES CT
16825 WEBSTER RD	17073 WEBSTER RD	17390 WILES CT
16828 WEBSTER RD	17082 STANHELMA DR	17395 WILES CT
16830 SE KNOLL RIDGE TER	17083 STANHELMA DR	17471 SE VALLEY VIEW RD
16831 SE KNOLL RIDGE TER	17111 GURNEE AVE	17510 SE VALLEY VIEW RD
16837 SE KNOLL RIDGE TER	17114 STANHELMA DR	17522 SE VALLEY VIEW RD
16839 WEBSTER RD	17117 STANHELMA DR	17528 SE VALLEY VIEW RD
16843 SE KNOLL RIDGE TER	17130 WEBSTER RD	17544 SE VALLEY VIEW RD
16845 GURNEE AVE	17131 WEBSTER RD	7207 SE STRAWBERRY LN
16850 WEBSTER RD	17137 STANHELMA DR	7214 SE STRAWBERRY LN
16851 WEBSTER RD	17142 WEBSTER RD	7226 SE STRAWBERRY LN
16853 GURNEE AVE	17144 STANHELMA DR	7333 SE STRAWBERRY LN
16859 GURNEE AVE	17147 STANHELMA DR	7445 SE STRAWBERRY LN
16862 SE GLADJEN AVE	17149 WEBSTER RD	7700 BLINKHORN WAY
16890 WEBSTER RD	17154 PARKERS DR	7716 BLINKHORN WAY
16900 GURNEE AVE	17157 STANHELMA DR	7732 BLINKHORN WAY
16900 WEBSTER RD	17167 STANHELMA DR	7748 BLINKHORN WAY
16905 WEBSTER RD	17177 STANHELMA DR	7764 BLINKHORN WAY
16907 WEBSTER RD	17194 STANHELMA DR	7780 BLINKHORN WAY
16909 WEBSTER RD	17194 WEBSTER RD	7796 BLINKHORN WAY
16960 STANHELMA DR	17197 STANHELMA DR	7817 BLINKHORN WAY
16961 STANHELMA DR	17200 GURNEE AVE	7825 BLINKHORN WAY
16976 GURNEE AVE	17204 PARKERS DR	7870 BLINKHORN WAY
	17210 GURNEE AVE	

**Attachment A**  
**Accounts After the NCCWC Master Meter**

7148 SE PAMRICK LN	5711 SE VISTA CT	16663 SE KINGSRIDGE CT
7133 SE PAMRICK LN	5710 SE THIESSEN RD	16660 SE SUNRIDGE LN
7130 SE PAMRICK LN	5708 SE THIESSEN RD	16655 SE SUNRIDGE LN
7117 SE PAMRICK LN	5706 SE THIESSEN RD	16655 SE KINGSRIDGE CT
7101 SE PAMRICK LN	5632 SE ANCONA CT	16650 SE SUNRIDGE LN
7010 SE JENNINGS AVE	5622 SE ANCONA CT	16645 SE SUNRIDGE LN
7005 SE JENNINGS AVE	5613 SE ANCONA CT	16640 SE SUNRIDGE LN
7000 SE JENNINGS AVE	5603 SE ANCONA CT	16635 SE SUNRIDGE LN
6948 SE JENNINGS AVE	5602 SE ANCONA CT	16625 SE SUNRIDGE LN
6916 SE JENNINGS AVE	5582 SE ANCONA CT	16591 SE CATLYN WOODS DR
6905 SE JENNINGS AVE	5573 SE ANCONA CT	16585 SE CATLYN WOODS DR
6854 SE JENNINGS AVE	5546 SE BANTAM CT	16581 SE CATLYN WOODS DR
6842 SE JENNINGS AVE	5526 SE BANTAM CT	16575 SE CATLYN WOODS DR
6827 SE JENNINGS AVE	5520 SE THIESSEN RD	16569 SE CATLYN WOODS DR
6820 SE JENNINGS AVE	5519 SE BANTAM CT	16555 SE SUNRIDGE LN
6755 DEVONSHIRE DR	5501 SE THIESSEN RD	16544 SE DAGMAR RD
6538 SE DAGMAR CT	5477 SE CORNISH CT	16534 SE DAGMAR RD
6535 SE DAGMAR CT	5468 SE CORNISH CT	16524 SE DAGMAR RD
6532 SE DAGMAR CT	5459 SE BANTAM CT	16522 SE DAGMAR RD
6529 SE DAGMAR CT	5457 SE CORNISH CT	16520 SE DAGMAR RD
6513 SE DAGMAR CT	5448 SE CORNISH CT	16506 SE DAGMAR RD
6510 SE DAGMAR CT	5439 SE BANTAM CT	16480 SE DAGMAR RD
6500 SE DAGMAR CT	5437 SE CORNISH CT	16414 SE DAGMAR RD
6330 SE ALDERCREST CT	5427 SE THIESSEN RD	16405 SE MERGANSER CT
6060 SE OETKIN RD	5427 SE CORNISH CT	16330 SE DAGMAR RD
6055 SE OETKIN RD	5424 SE THIESSEN RD	16316 SE DAGMAR RD
6048 SE OETKIN RD	5423 SE THIESSEN RD	16300 SE DAGMAR RD
6045 SE OETKIN RD	5421 SE THIESSEN RD	16255 SE DAGMAR RD
6035 SE OETKIN RD	5419 SE THIESSEN RD	16250 SE DAGMAR RD
6025 SE OETKIN RD	5415 SE THIESSEN RD	16245 SE DAGMAR RD
5964 SE OETKIN RD	5414 SE THIESSEN RD	16235 SE DAGMAR RD
5959 SE OETKIN RD	5411 SE THIESSEN RD	16230 SE DAGMAR RD
5939 SE OETKIN RD	5409 SE THIESSEN RD	15350 SE MINERVA RD
5909 SE OETKIN RD	5376 SE THIESSEN RD	15340 SE MINERVA RD
5836 SE OETKIN RD	16807 SE KINGSRIDGE CT	15330 SE MINERVA LN
5834 SE OETKIN RD	16806 SE KINGSRIDGE CT	15320 SE MINERVA LN
5833 SE OETKIN RD	16803 SE KINGSRIDGE CT	15313 SE MINERVA LN
5832 SE OETKIN RD	16802 SE KINGSRIDGE CT	15310 SE MINERVA LN
5829 SE OETKIN RD	16799 SE KINGSRIDGE CT	15305 SE MINERVA RD
5828 SE OETKIN RD	16798 SE KINGSRIDGE CT	15300 SE MINERVA LN
5826 SE OETKIN RD	16787 SE KINGSRIDGE CT	15295 SE MINERVA RD
5825 SE OETKIN RD	16782 SE KINGSRIDGE CT	15280 SE MINERVA LN
5820 SE OETKIN RD	16775 SE KINGSRIDGE CT	15270 SE MINERVA LN
5819 SE OETKIN RD	16743 SE KINGSRIDGE CT	15260 SE MINERVA LN
5815 SE OETKIN RD	16727 SE KINGSRIDGE CT	15181 SE HICKORY CT
5810 SE OETKIN RD	16705 SE KINGSRIDGE CT	15180 SE HICKORY CT
5800 SE THIESSEN RD	16700 SE KINGSRIDGE CT	15161 SE HICKORY CT
5756 SE THIESSEN RD	16694 SE KINGSRIDGE CT	15160 SE HICKORY CT
5733 SE VISTA CT	16686 SE KINGSRIDGE CT	15141 SE HICKORY CT
5717 SE VISTA CT	16677 SE KINGSRIDGE CT	15140 SE HICKORY CT
5712 SE THIESSEN RD	16670 SE KINGSRIDGE CT	15121 SE HICKORY CT

**Attachment A**  
**Accounts After the NCCWC Master Meter**

15120 SE HICKORY CT	14968 SE LONE OAK LN	14603 SE VISTA LN
15101 SE HICKORY CT	14966 SE LONE OAK LN	14600 SE VISTA LN
15100 SE HICKORY CT	14965 SE HICKORY CT	14576 SE LOREN LN
15086 SE ROBINETTE CT	14962 SE LONE OAK LN	14551 SE VISTA LN
15078 SE ROBINETTE CT	14951 SE HARMON CT	14550 SE VISTA LN
15073 SE ROBINETTE CT	14950 SE HARMON CT	14550 SE VISTA LN
15072 SE ROBINETTE CT	14931 SE HARMON CT	14531 SE VISTA LN
15069 SE ROBINETTE CT	14920 SE HARMON CT	14524 & 14548 SE LOREN LN
15066 SE ROBINETTE CT	14911 SE HARMON CT	14521 SE VISTA LN
15060 SE ROBINETTE CT	14910 SE LONE OAK LN	14501 SE VISTA LN
15060 SE HICKORY CT	14896 SE LONE OAK LN	14500 SE VISTA LN
15054 SE ROBINETTE CT	14885 SE HARMON CT	14492 SE VISTA LN
15053 SE ROBINETTE CT	14865 SE LONE OAK LN	14480 SE VISTA LN
15042 SE ROBINETTE CT	14865 SE HARMON CT	14462 SE VISTA LN
15037 SE ROBINETTE CT	14855 SE LONE OAK LN	14452 SE VISTA LN
15030 SE HICKORY CT	14845 SE HARMON CT	14450 SE VISTA LN
15021 SE ROBINETTE CT	14825 SE HARMON CT	14444 SE VISTA LN
15010 SE ROBINETTE CT	14750 SE VISTA LN	14422 SE VISTA LN
15010 SE HICKORY CT	14724 SE LOREN LN	14400 SE VISTA LN
15005 SE ROBINETTE CT	14720 SE VISTA LN	14350 SE VISTA LN
15002 SE ROBINETTE CT	14700 SE VISTA LN	14291 SE VISTA LN
15000 SE HICKORY CT	14698 SE LOREN LN	14283 SE VISTA LN
14992 SE HICKORY CT	14672 SE LOREN LN	14272 SE VISTA LN
14989 SE HICKORY CT	14620 SE VISTA LN	14265 SE VISTA LN
14986 SE HICKORY CT	14620 SE LOREN LN	14250 SE VISTA LN
14981 SE LONE OAK LN	14616 SE VISTA LN	14227 SE VISTA LN
14978 SE HICKORY CT	14615 SE VISTA LN	14226 SE VISTA LN
14976 SE HARMON CT	14613 SE VISTA LN	14223 SE VISTA LN
14975 SE LONE OAK LN	14611 SE VISTA LN	14214 SE VISTA LN
14971 SE HARMON CT	14610 SE VISTA LN	14213 SE VISTA LN
14970 SE HICKORY CT	14606 SE VISTA LN	



# CLACKAMAS RIVER WATER

## REGULAR BOARD MEETING

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**June 9, 2022**

**SUBJECT**                                    **Consider Approval of Clackamas Regional Water Supply Commission (CRWSC) Dissolution Plan and Agreement**

<b>DRAFT MOTION</b>	Move to approve the Clackamas Regional Water Supply Commission (CRWSC) Dissolution Plan and Agreement
<b>EFFECTIVE DATE</b>	June 30, 2022

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

**BOARD ACTION REQUESTED**                                    The Board is requested to approve the Dissolution Agreement

**DOCUMENTS ATTACHED**                                    CRWSC Dissolution Plan and Agreement

### **Agenda Summary**

**BACKGROUND**                                    The Clackamas Regional Water Supply Commission (CRWSC) was formed in December 2013 by intergovernmental agreement between Sunrise Water Authority (SWA) and CRW for the purpose of establishing a common legal entity under which operations, sharing of labor and resources, procurement and other activities could be done mutually amid a collective framework, taking advantage of increased utilization and economies of scale. The initial focus was to look at how the organizations could consolidate many of the functions associated with managing and operating a water system. The agreement also allowed for CRW to make available up to 10 million gallons a day of water under a separate water supply agreement within the CRWSC. Since its formation, CRW and SWA have remained the only members of the CRWSC.

Currently, the primary activities of the CRWSC have centered around providing some staffing services and a mechanism for accessing water under a future water supply agreement. The CRWSC Board and respective member boards have discussed the value of continuing to operate under the CRWSC or if it would be more efficient to address the current activities of the CRWSC in separate agreements.

A related development was the fact that the water supply agreement between CRW and the North Clackamas County Water Commission (NCCWC) was set to expire. The question of if you create a new water supply agreement with the NCCWC or within the CRWSC. The establishment of the CRW/NCCWC Water Supply Agreement would make a water supply agreement within the

CRWSC unnecessary. The CRWSC Board reviewed the options and recommended that a water supply agreement be developed between CRW and the NCCWC and that steps be taken to dissolve the CRWSC. Given this direction, staff from the various organizations have been working on the development of the various agreements and actions necessary to allow for the dissolution of the CRWSC.

The CRWSC Agreement includes a provision (Section 12.3 of the CRWSC Agreement) that outlines the process for Dissolution of the CRWSC. 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.

Attached is the Agreement for the Dissolution of the CRWSC. As noted in Section 3, the CRWSC doesn't hold any physical assets. However, the supervisory control and data acquisition (SCADA) license used by both CRW and SWA is in the name of the CRWSC. The agreement points out that the SCADA license can be assigned to CRW. It is important to note that the agreement validates the intention of the parties by also referencing the water supply agreement between CRW and the NCCWC. Staffing services between SWA and CRW are being addressed in a separate agreement between SWA and CRW.

**STAFF  
RECOMMENDATION**

Staff recommends approval of the dissolution plan and agreement

AGREEMENT TO DISSOLVE INTERGOVERNMENTAL AGENCY

BY AND BETWEEN  
CLACKAMAS RIVER WATER  
AND  
SUNRISE WATER AUTHORITY

## AGREEMENT AND PLAN TO DISSOLVE INTERGOVERNMENTAL AGENCY

This AGREEMENT AND PLAN 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 June 30, 2022 (“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 holds no assets in its own name other than AVEVA HMI SCADA software, AVEVA Historian and Historian Client software, and related licenses (collectively, the “SCADA Licenses”). The Commission will assign the SCADA Licenses and all related support contracts to CRW, subject to CRW’s right to refuse assignment and assumption of any such licenses or contracts.

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 \_\_\_\_\_

## EXHIBIT A

### WATER SUPPLY AGREEMENT

This agreement is entered into this 1st day of July, 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

# CLACKAMAS RIVER WATER

## REGULAR BOARD MEETING

June 9, 2022

**SUBJECT** Consider Approval of CRW/Sunrise Water Authority Intergovernmental Agreement (IGA) for Services

<b>DRAFT MOTION</b>	Move to approve the CRW/Sunrise Water Authority Intergovernmental Agreement for Services
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<b>EFFECTIVE DATE</b>	June 30, 2022
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**PRINCIPAL STAFF PERSON** Todd Heidgerken, General Manager

**BOARD ACTION REQUESTED** The Board is requested to approve the IGA for Services

**DOCUMENTS ATTACHED** IGA for Services

### Agenda Summary

**BACKGROUND** Under the Clackamas Regional Water Supply Commission (CRWSC), CRW and Sunrise Water Authority (SWA) have provided assistance to each other for certain services. With the dissolution of the CRWSC, the structure to provide this assistance has been ended.

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. Attached is an agreement that would allow for CRW to perform such services as SWA may request from time to time, so long as CRW is able and willing to provide the services.

The agreement provides a framework to offer these services. A more detailed scope of the services would be captured in a memorandum of understanding agreed to by the CRW and SWA General Managers.

**STAFF RECOMMENDATION** Staff recommends approval of the IGA for Services from CRW to SWA

INTERGOVERNMENTAL AGREEMENT FOR SERVICES

BY AND BETWEEN  
CLACKAMAS RIVER WATER  
AND  
SUNRISE WATER AUTHORITY

## INTERGOVERNMENTAL AGREEMENT FOR SERVICES

This INTERGOVERNMENTAL AGREEMENT FOR SERVICES (“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; 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; and

WHEREAS, pursuant to ORS Chapter 190, CRW and SWA entered into a Cooperative Intergovernmental Agreement, effective November 20, 2013 (the “CRWSC IGA”), creating the Clackamas Regional Water Supply Commission (the “CRWSC”); and

WHEREAS, CRW provided certain services to SWA through the CRWSC and pursuant to the CRWSC IGA; and

WHEREAS, the Parties terminated the CRWSC IGA and dissolved the CRWSC effective June 30, 2022, 2022; and

WHEREAS, SWA wishes to continue receiving certain services from CRW and CRW wishes to continue providing certain services to SWA on agreed-upon terms; and

WHEREAS, this Agreement is entered into pursuant to ORS 190.010, which confers authority on local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreements, its officers or agencies have authority to perform.

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

### AGREEMENT

- 1. CRW Services to SWA.** CRW through its agents and employees, will perform such services as SWA may request from time to time, so long as CRW is able and willing to provide the services. Services may include, without limitation, payroll, information technology, procurement, and Supervisory Control and Data Acquisition (“SCADA”) or other services as mutually agreed by the Parties. The scope of a services provided by CRW to SWA will be

set out in one or more memorandums of understanding (“MOU”) executed by the respective general managers of CRW and SWA.

2. **Consideration for Services.** Unless otherwise agreed to in an MOU with respect to the services provided under that MOU, SWA will compensate CRW for services rendered on a time and materials basis. Compensation for the time of CRW employees will be based on an hourly rate determined by the full employment cost of the employee to CRW, including without limitation salary, payroll taxes, insurance, and other employee benefits, and an overhead rate as established in the CRW Fees and Charges document adopted by the CRW Board of Commissioners. Compensation for materials, equipment, and other out-of-pocket expenses of CRW will be based on the actual cost of goods, third-party services, or other items of value purchased to provide services to SWA. In the event CRW purchases or has purchased goods or services that will be shared with SWA, SWA will be responsible for its proportionate share of the expense for such goods or services.
3. **Term and Termination.** This Agreement is effective July 1, 2022. This Agreement and all MOUs issued pursuant to this Agreement will terminate on June 30, 2027, unless terminated earlier pursuant to this paragraph. Either of the Parties may terminate this Agreement or any MOU issued pursuant to this Agreement with sixty (60) days’ written notice.
4. **Responsibilities of CRW.** Except for its obligation to indemnify SWA, CRW does not assume any responsibility under this agreement other than to render the services called for in good faith. CRW will not be deemed to be in violation of this Agreement if CRW is prevented from performing its obligations for any reason beyond its reasonable control.
5. **Indemnification.** (a) Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, SWA agrees to indemnify, save harmless and defend CRW, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to person or property caused by the negligent or willful acts of SWA or its officers, elected officials, owners, employees, agents or its subcontractors or anyone over which SWA has a right to control.  
  
(b) Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, CRW agrees to indemnify, save harmless and defend SWA, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of CRW or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which CRW has a right to control.
6. **Independent Contractor.** CRW 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.

7. **Third Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the Parties.
8. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason.
9. **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**

**June 9, 2022**

**SUBJECT** Resolution No. 10-2022 Approve Utility Billing Bad Debt Write-off for FY 2021-22, Uncollectible Water Bills

<b>DRAFT MOTION</b>	Move to approve Resolution No. 10-2022 Bad Debt Write-off for FY 2021-22, Uncollected Water Bills.
<b>EFFECTIVE DATE</b>	June 30, 2022

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

**BOARD ACTION REQUESTED** Consider Resolution No. 10-2022 to write off uncollectible bad debt on utility billing (UB) accounts.

**DOCUMENTS ATTACHED** Exhibit A - Resolution No. 10-2022  
Exhibit B - Bad Debt listing – UB Account Browse  
Exhibit C - Graph of FY 2021-22 Bad Debt Write Offs

**Agenda Summary**

**BACKGROUND** CRW Board Policies - Section 3.9 Audit

At the end of each fiscal year, in preparation for the annual audit, staff has the opportunity to recognize those receivables that are “doubtful” and should be removed from the balance sheet.

The process for UB accounts with bad debts:

- Account is closed, send final bill.
- Based on the due date in the intent to collect letter, the account is turned over to the collection company including all pertinent information on the customer in the CRW files. If CRW receives additional information, it is forwarded to the collection company.
- CRW has used Professional Credit Services for collections on bad debt accounts since October 1, 2012.
- By law, CRW is not allowed to turn over or pursue bankruptcy accounts outside of the formal bankruptcy process. There is one (1) account in bankruptcy for bad debt write-off for FY 2021-22.

Bad debts are divided into three types or groups: bankrupt, commercial/industrial, and residential.



Commercial are business accounts, while residential accounts are homeowner, renter or landlord accounts. CRW does not pursue collection on an old bill from a new owner, landlord or renter even if the water service was shut off for non-payment. The water usage follows the former owner or tenant.

This year, staff is recommending \$13,505.44 of write offs on 49 utility billing accounts. CRW customer accounting staff works diligently to pursue collection on outstanding utility accounts. All collectible accounts have been turned over to Professional Credit Services for collections.

The percent of bad debts for write off is just over 0.1% of total retail water sales of \$13,015,636 for the fiscal year ending June 2021.

For 2022 bad debt (accounts closed prior to or on 06/30/2021):

- Bankruptcy – 1 account for \$ 96.76
- Commercial/industrial – 2 accounts for \$ 221.73
- Residential – 46 accounts for \$13,186.95

The 10-year average annual write off amount is \$11,693 (2012-2021). This year the write off is \$1,812 over the 10-year average.

The lowest annual write off was in 2014 for approximately \$7,097. The highest amount in the last 10 years was 2017, for approximately \$17,088. The second highest is FY2020, for approximately \$14,055 and third highest was 2021 for approximately \$13,505.

Collection on CRW utility billing accounts remains high through repeated notices requesting payment, direct phone calls, and tracking customers within district boundaries. Through May 26, 2022, we have collected from Professional Credit Services \$225 on prior bad debt write-off accounts. Professional Credit Services will continue to pursue collections on behalf of CRW even though accounts have been written off in the past.

Information provided by Kati Saindon, Jennifer Ross, and Anna Pina Customer Service Specialists.

## **CLACKAMAS RIVER WATER**

RESOLUTION No. 10-2022

**BAD DEBT WRITE-OFF FOR FY 2021-2022  
UNCOLLECTABLE WATER BILLS**

WHEREAS, each year those water customer final billings, for which collection efforts have been unsuccessful, are identified and prepared for Board consideration (see attached list); and,

WHEREAS, it is essential for audit purposes to clear old accounts;

NOW, THEREFORE, BE IT RESOLVED, by the Clackamas River Water Board of Commissioners to write-off an amount not to exceed \$13,505.44 for fiscal year 2021-22 as bad debts.

ADOPTED by the Clackamas River Water Board of Commissioners this 9th day of June 2022.

\_\_\_\_\_  
Sheryl French, Board President

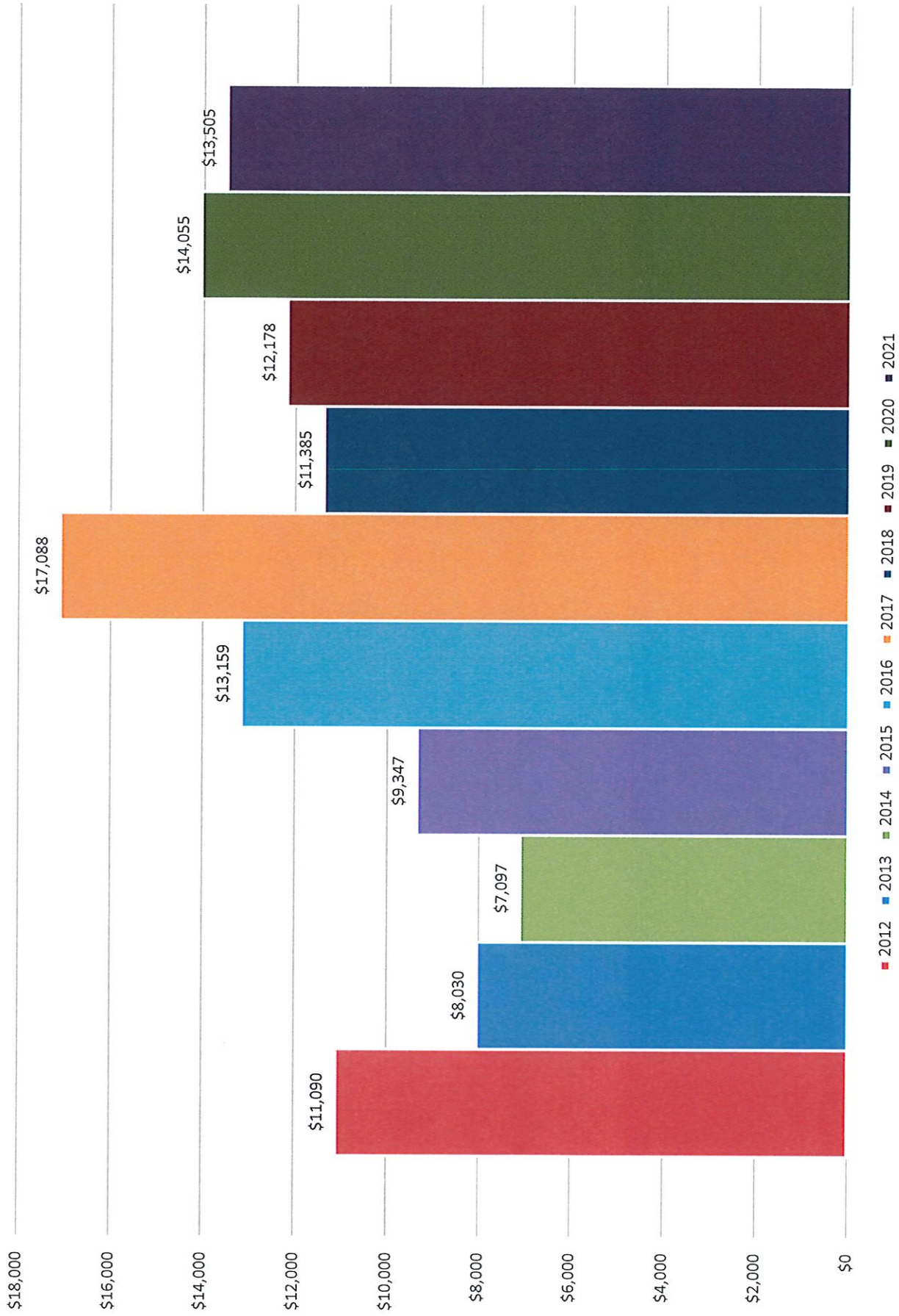
\_\_\_\_\_  
Naomi Angier, Board Secretary

## Exhibit B

Account #	Account Type	Account Status	Address	Account balance due	Closed Date
019394-07	Commercial	Bankrupt	17075 SE 82ND DR	\$96.76	1/26/2021
			<b>Commercial Total (Bankrupt)</b>	<b>\$96.76</b>	
006676-03	Commercial	Collections	15328 SE 94TH AVE	\$134.14	8/31/2020
019394-08	Commercial	Collections	17075 SE 82ND DR	\$87.59	4/25/2021
			<b>Commercial Total</b>	<b>\$221.73</b>	
009687-05	Residential North	Closed	15125 SE HARTNELL AVE	\$62.94	4/25/2021
018558-08	Residential North	Collections	9631 SE 81ST AVE	\$217.03	6/15/2021
029868-16	Residential North	Collections	5840 SE WILLOW LN	\$437.33	1/16/2020
006816-10	Residential North	Collections	9145 SE TOLBERT ST #2	\$540.58	1/26/2021
008186-12	Residential North	Collections	16300 SE MCKINLEY AVE	\$66.94	8/25/2020
009384-11	Residential North	Collections	7728 SE ELDORADO ST	\$581.37	10/25/2020
009632-08	Residential North	Collections	7919 SE CLACKAMAS RD	\$339.71	3/23/2021
009834-03	Residential North	Collections	6324 SE PINE CREEK WAY	\$84.86	7/24/2020
011287-01	Residential North	Collections	8424 SE SPENCER DR	\$365.81	6/1/2021
011308-08	Residential North	Collections	8770 SE SPENCER DR	\$560.89	8/28/2020
011476-11	Residential North	Collections	8415 SE KING RD	\$221.19	7/13/2020
012642-09	Residential North	Collections	6920 SE BREHAUT ST	\$341.38	8/18/2020
013411-07	Residential North	Collections	5911 SE WILLOW ST	\$120.15	9/30/2020
015414-07	Residential North	Collections	7613 SE CLACKAMAS ST	\$487.10	4/9/2021
017007-08	Residential North	Collections	14180 SE RASPERRY CT	\$817.89	3/8/2021
017441-08	Residential North	Collections	9977 SE BRANDEIS ST	\$207.96	6/9/2021
020366-05	Residential North	Collections	9508 SE 77TH AVE	\$65.31	4/25/2021
021201-11	Residential North	Collections	15735 SE 102ND AVE	\$152.42	8/15/2020
022970-10	Residential North	Collections	8333 SE LINDY ST	\$577.74	1/26/2021
023552-10	Residential North	Collections	7012 SE FIR AVE	\$110.70	10/15/2020
023715-07	Residential North	Collections	14612 SE BRIGHTWOOD AVE	\$179.73	5/3/2021
024826-03	Residential North	Collections	7450 SE CYPRESS AVE	\$462.64	4/19/2021
027584-08	Residential North	Collections	7626 SE CLACKAMAS RD	\$713.27	4/25/2021
027609-08	Residential North	Collections	7066 SE CLATSOP ST	\$78.96	4/25/2021
028086-07	Residential North	Collections	9613 SE 77TH AVE	\$318.94	5/1/2021
029321-10	Residential North	Collections	15655 SE 102ND AVE	\$164.00	8/10/2020
030297-07	Residential North	Collections	6425 SE PINE CREEK WAY	\$74.26	9/8/2020
031366-16	Residential North	Collections	7530 SE OVERLAND ST	\$278.24	3/1/2021
031501-05	Residential North	Collections	7852 SE ORIS LN	\$64.82	6/25/2021
			<b>Residential North Total</b>	<b>\$8,694.16</b>	
031483-02	Residential South	Closed	21166 S MEADOWRIDGE CT	\$3.82	5/3/2021
000185-12	Residential South	Collections	16684 S ARCHER DR	\$348.99	8/7/2020
001164-05	Residential South	Collections	15812 S NEIBUR RD	\$206.08	6/11/2021
003005-06	Residential South	Collections	20432 S BEAVERCREEK RD	\$26.88	9/9/2020
003221-12	Residential South	Collections	15153 S DALES AVE	\$722.88	1/8/2021
004912-05	Residential South	Collections	19992 S CREEK RD	\$267.43	12/25/2020
004914-09	Residential South	Collections	14824 S REDLAND RD	\$271.03	4/25/2021
005690-04	Residential South	Collections	14988 S FORSYTHE RD	\$400.40	12/25/2020
005690-05	Residential South	Collections	14988 S FORSYTHE RD	\$15.62	3/11/2021
019187-05	Residential South	Collections	15140 S BURKSTROM RD	\$77.21	3/31/2021
023073-00	Residential South	Collections	20633 S BEAVERCREEK RD	\$456.42	3/30/2021
023328-12	Residential South	Collections	15190 S DALES AVE	\$227.29	8/4/2020
024427-10	Residential South	Collections	20359 S HWY 213	\$104.82	8/25/2020
027648-10	Residential South	Collections	18116 S ELIDA RD	\$551.09	12/25/2020
028105-07	Residential South	Collections	16991 S HATTAN RD	\$341.07	5/12/2021
028885-10	Residential South	Collections	20526 S MONPANO OVERLOOK DR	\$291.19	7/23/2020
029165-09	Residential South	Collections	15325 S BURKSTROM RD	\$180.57	12/25/2020
			<b>Residential South Total</b>	<b>\$4,492.79</b>	
			<b>Grand Total</b>	<b>\$13,505.44</b>	

# Bad Debt Write-Off 2012 - 2021

## Exhibit C



# CLACKAMAS RIVER WATER

## REGULAR BOARD MEETING

June 9, 2022

**SUBJECT** Consider Amendment to Waterline Easement 2001-005699 at 9550 SE Clackamas Rd, TL 22E09DB 00802

<b>DRAFT MOTION</b>	I move to approve the Amendment to Waterline Easement 2001-005699 at 9550 SE Clackamas Rd, TL 22E09DB 00802, and authorize the General Manager to sign the easement amendment document.
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<b>EFFECTIVE DATE</b>	June 9, 2022
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**PRINCIPAL STAFF PERSON** Adam Bjornstedt – Chief Engineer

**BOARD ACTION REQUESTED** Approval of an amendment to an existing easement on TL 22E09DB 00802, allowing specific property improvements within the easement area.

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

### Agenda Summary

**BACKGROUND** In 2001, a waterline easement was granted to CRW by L&W LLC / LZN Excavating Inc, for construction of a 12-inch diameter ductile iron waterline across the property at 9550 SE Clackamas Road, TL 22E09DB 00802. The recorded easement allows CRW the ability to access and maintain its waterline and related features on the subject property.

Recently, the current property owner (Peterson Machinery Company) has planned and begun to make improvements to the property. Some of these improvements will encroach upon the existing easement area- therefore Staff has met with the property owner to discuss options to these improvements to minimize easement encroachment and preserve CRW access to its facilities.

**ANALYSIS** The existing easement states “Neither Grantor nor its successors in title will erect any structures or other improvements upon the property which is the subject of the easement, which will unreasonably interfere with Grantee’s exercise of its easement and right of entry”. Due to an oversight by the property owner, planned improvements were initiated without first consulting with CRW regarding protection of the easement area. Staff met with the property owner in late May on site to discuss proposed layout and options that would better protect CRW’s access to its waterline.

The owner has agreed to modify the improvements in order to allow required access for CRW, for any future waterline maintenance or repair

needs, which better meets the original easement language for improvements that do not unreasonably interfere with CRW's easement rights. Additionally, the owner agrees to hold CRW harmless for any future damage to their improvements resulting from CRW's waterline maintenance and/or repairs, as well as agreeing that no other improvements are permitted within the easement (both statements are supported by the original easement document). In a spirit of cooperation, CRW has crafted the easement amendment to help accommodate the property owner's improvements, while protecting CRW assets for the future. The easement amendment was drafted by legal counsel and meets legal requirements.

**STAFF  
RECOMMENDATION**

Approve the amendment to the waterline easement at 9550 SE Clackamas Road as written and authorize the General Manager to sign the final document.

Recording Certificate

Grantor's Name and Address:  
Peterson Machinery Company  
955 Marina Blvd.  
San Leandro, CA 94577

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

After Recording Return To:  
Engineering Department  
Clackamas River Water  
P.O. Box 2439  
Clackamas, OR 97015-2439

Until a change is requested,  
all tax statements should be sent to  
Grantor

**CLACKAMAS RIVER WATER  
AMENDMENT TO WATERLINE EASEMENT**

**PETERSON MACHINERY COMPANY** (“Grantor”) is the successor in interest to L & W L.C.C., LZN Excavating Inc., which granted to **CLACKAMAS RIVER WATER**, a domestic water supply district and municipal corporation (“Grantee”), a right of entry and easement (collectively, “Easement”) pursuant to the Waterline Easement attached as EXHIBIT A. By their signatures below, Grantor and Grantee amend the Waterline Easement. The Easement, as amended, encumbers a parcel of land located in Clackamas County, Oregon, and legally described and depicted on EXHIBIT B (“Easement Area”), which EXHIBIT B is attached hereto and incorporated by reference into this Amendment to Waterline Easement.

Pursuant to ORS 93.030(2), the true and actual consideration for this Amendment to Waterline Easement is **\$0.00**.

The purpose of this Amendment to Waterline Easement is to memorialize Grantor's and Grantee's agreement with respect to certain improvements Grantor wishes to make in the Easement Area, which otherwise would constitute a prohibited encroachment under the Waterline Easement.

1. Grantor may construct an equipment wash bay structure, including footings, concrete slab, metal shell building, and necessary utilities to serve this structure (electrical, water, drainage, etc.) as indicated in plans previously provided to Grantee (the “Improvements”), on the conditions set out in this Amendment to Waterline Easement.
2. The Improvements shall be designed and constructed to permit easy removal of sections of the structure that will reside within the Easement Area and on top of the existing 12” water

main. This shall include modifying the poured footing to create a sectional footing, pouring the concrete slab in panel sections, and installing removable panels of the metal building.

3. No utilities shall cross the Easement Area or be secured to the Improvements in such a way that would further interfere with Grantee's ability to access its water main and related facilities.
4. During construction, Grantor shall provide investigative potholing of the 12" water main to ascertain location and/or depth. In no case shall construction of the Improvements encroach within two feet (vertically) of the water main.
5. Grantor shall restore the gate on the fence surrounding the upper section of the property adjacent to the eastern end of Alansa Court and western edge of the existing easement, and shall provide Grantee access to both the upper and lower (main) gate accessing the property, for access to the water main and related features.
6. Grantor shall hold Grantee harmless from the consequences of Grantor's construction of the Improvements within the Easement Area. Grantor agrees that Grantee may take any actions it deems necessary to remove obstructions created by the Improvements, including the removal of some or all the Improvements themselves, for the purpose of exercising Grantee's rights under the Easement. Grantee shall have no liability or other financial responsibility to Grantor for damage to the Improvements caused by the actions of Grantee or its agents in the lawful exercise of Grantee's rights under the Easement. Grantor will indemnify and reimburse Grantee for any expenses incurred by Grantee in the lawful exercise of Grantee's rights that result from the Improvements' existence within the Easement Area,
7. Except as specifically provided in this Amendment to Waterline Easement, the Waterline Easement remains in full force and effect. For the purpose of clarity and not by way of limitation, Grantor may construct no other structures or other improvements within the Easement Area that would unreasonably interfere with Grantee's exercise of its easement and right of entry except as provided in Paragraph 1 of this Amendment to Waterline Easement.
8. By executing this Amendment to Waterline Easement, the persons so signing on behalf of Grantor and Grantee represent and warrant to one another that they each have the authority to bind Grantor and Grantee to this Amendment to Waterline Easement.
9. This Amendment to Waterline Easement may be executed by Grantor and Grantee in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**



Dated this \_\_\_\_\_ day of June, 2022.

**GRANTOR:**

**PETERSON MACHINERY COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GRANTEE:**

**CLACKAMAS RIVER WATER**, a domestic water supply district and municipal corporation

By: \_\_\_\_\_  
Name: Todd Heidgerken  
Title: General Manager

**NOTARY OF GRANTOR:**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_ day of June, 2022, by \_\_\_\_\_ as Authorized Signatory of Peterson Machinery Company, as his/her voluntary act and deed and as the voluntary act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**NOTARY OF GRANTEE:**

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

This instrument was acknowledged before me on this \_\_\_ day of June, 2022, by \_\_\_\_\_ as Authorized Signatory of Clackamas River Water, as his/her voluntary act and deed and as the voluntary act and deed of said company.

\_\_\_\_\_  
Notary Public - State of Oregon  
My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**WATERLINE EASEMENT**  
**(attached)**

20  
10  
4/4

After Recording Return To:  
CLACKAMAS RIVER WATER  
PO BOX 2439  
CLACKAMAS OR 97015-2439

NO CHANGE IN TAX STATEMENT

Deed # 97-088846  
Township 2S Range 2E  
Section 9 Tax Lot(s) 802

Please use Black Ink when completing this form.

Recording Certificate

RECORDED IN CLACKAMAS COUNTY  
JOHN KAUFFMAN, COUNTY CLERK

2001-005699



\$41.00

00107187200100056990040042

01/26/2001 03:25:56 PM

D-E Cnt=1 Stn=3 BEVERLY  
\$20.00 \$11.00 \$10.00

**CLACKAMAS RIVER WATER  
WATER LINE EASEMENT - ORS 093.710(1), 105.175(2)**

L & W L.L.C. LZN EXCAVATING INC. the Grantor, conveys to CLACKAMAS RIVER WATER, a municipal corporation, the Grantee, a permanent easement and right of entry upon the real property hereafter described.

This easement and right of entry is for the purpose of permitting the Grantee to construct, maintain, repair, remove and replace underground water lines, mains or related facilities through, across and under the property described, together with the right to excavate and refill ditches or trenches to construct, maintain, repair, remove, replace, locate or connect to the lines or mains, and the further right to remove trees, bushes, undergrowth or other obstructions interfering with the construction and operation of the water lines or mains. Neither Grantor nor its successors in title will erect any structures or other improvements upon the property which is the subject of the easement, which will unreasonably interfere with Grantee's exercise of its easement and right of entry.

This instrument filed for record by Fidelity National Title as an accommodation only. It has not been examined as to its execution or as to its effect upon the title. 807017

The easement and right of entry and access thereto covers that tract of real property in Clackamas County, Oregon, described as follows:  
See Exhibit "A"

Township 2S Range 2E Section 9 Tax Lot(s) 802  
Parcel 2 Plat No. 1995-107  
Deed No. 97-088846 Under the name of L & W LLC

The true and actual consideration for this easement and right of entry is \_\_\_\_\_

Dated this 1 day of Dec, 2000.



Dushan Lukovitch  
Signature Grantor  
DUSHAN LUKOVITCH  
Print using black ink or Type Name, Position, and/or Signing for

Kirk Wardius  
Signature Grantor  
KIRK WARDIUS  
Print using black ink or Type Name, Position, and/or Signing for

NOTARY OF GRANTOR(S):

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

On this 1 day of DECEMBER, 2000, DUSHAN LUKOVICH & KIRK WARDIUS personally appeared before me, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that being the person who executed it.

L.S.



WITNESS my hand and official seal.

*[Signature]*  
Notary Public for Oregon  
My Commission Expires: 5/9/04

APPROVED:

Dale L Jutila

Dale L. Jutila, General Manager  
CLACKAMAS RIVER WATER

NOTARY OF CLACKAMAS RIVER WATER:

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

This instrument was acknowledged before me on

January 24, 2001,

by DALE L. Jutila

as General Manager of Clackamas River Water.

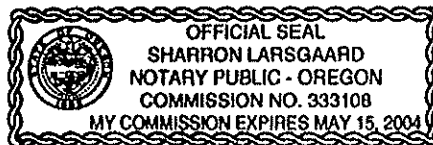
*[Signature]*

Notary Public - State of Oregon

My commission expires May 15, 2004

WITNESS my hand and official seal.

L.S.





## Centerline Concepts, Inc.

Exhibit "A"

November 13, 2000

LZN

### WATERLINE EASEMENT

BEGINNING at the most westerly Northwest corner of Parcel 2 of Partition Plat No. 1995-107, located in the S.E. 1/4 of Section 9, T.2S., R.2E., W.M., Clackamas County, Oregon; thence, on the most westerly line of said Parcel 2, S00°36'06"W 12.00 feet to a point when measured at right angles is 12.00 feet from the most southerly north line of said Parcel 2; thence, 12.00 feet south of and parallel with said southerly north line, S89°18'39"E 93.56 feet to a point when measured at right angles is 10.00 feet easterly of the extension of the easterly west line of said Parcel 2; thence, 10.00 feet easterly of and parallel with said extension line, N00°39'05"E 32.52 feet; thence, S89°23'54"E 68.19 feet; thence, S00°36'06"W 64.50 feet; thence, S89°23'54"E 10.00 feet; thence, N00°36'06"E 64.50 feet; thence S89°23'54"E 64.47 feet; thence N04°13'40"E 170.24 feet to the most southerly line of Parcel 1 of Partition Plat 1995-107; thence, on said southerly line, N89°20'55"W 10.02 feet; thence, S04°13'40"W 160.02 feet; thence N89°23'54"W 143.26 feet to the most easterly west line of said Parcel 2; thence, on said most easterly west line, S00°39'05"W 30.50 feet to the most southerly north line of said Parcel 2; thence, on said most southerly north line N89°18'39"W 83.57 feet to the POINT OF BEGINNING.

Said easement contains 5,134 square feet more or less.

Subject to easements of record.

Q:\DOCS\LG\DESC\LZN-Easements.wpd

Precise Boundary Surveys

640 82nd Drive Gladstone, Oregon 97027

503 650-0188 fax 503 650-0189

Peterson Machinery Company - CRW Waterline Easement Amendment



ALANSA DRIVE

INITIAL POINT  
MOST WESTERLY  
NORTHWEST CORNER  
PARCEL 2, PARTITION  
PLAT NO. 1995-107

S 00°36'06" W  
12.00'

N 89°18'39" W 83.57'

S 89°18'39" E 93.56'

12.00'

S 00°39'05" W  
30.50'

N 89°23'54" W

S 89°23'54" E 68.19'

N 00°39'05" E  
32.52'

WATERLINE EASEMENT

WATERLINE EASEMENT

143.26'

64.47'

S 89°23'54" E

S 00°36'06" W  
64.50'

N 00°36'06" E  
64.50'

10.00'

S 89°23'54" E  
10.00'

N 89°20'55" W  
10.02'

WATERLINE EASEMENT

10.00'

160.02'

170.24'


S 04°13'40" W

N 04°13'40" E

10.00'

SOUTHERN PACIFIC RAILROAD

PARCEL 2  
PARTITION PLAT  
NO. 1995-107

<b>LEGAL</b>	<b>WATERLINE EASEMENT</b>
S.E. 1/4 SE.C 9, T.2S., R.2E., W.M.	
CLACKAMAS COUNTY, OREGON MARCH 1, 2000	
DRAWN BY: MPW CHECKED BY: WGD/III	Centerline Concepts Inc.
SCALE 1"=40' ACCOUNT #150-1040	640 82nd Drive Gladstone, Oregon 97027 503 650-0188 fax 503 650-0189
M:\MISC\LZN\LZNSCALE	

**Centerline Concepts, Inc.**

November 13, 2000

LZN

**WATERLINE EASEMENT**

BEGINNING at the most westerly Northwest corner of Parcel 2 of Partition Plat No. 1995-107, located in the S.E. 1/4 of Section 9, T.2S., R.2E., W.M., Clackamas County, Oregon; thence, on the most westerly line of said Parcel 2, S00°36'06"W 12.00 feet to a point when measured at right angles is 12.00 feet from the most southerly north line of said Parcel 2; thence, 12.00 feet south of and parallel with said southerly north line, S89°18'39"E 93.56 feet to a point when measured at right angles is 10.00 feet easterly of the extension of the easterly west line of said Parcel 2; thence, 10.00 feet easterly of and parallel with said extension line, N00°39'05"E 32.52 feet; thence, S89°23'54"E 68.19 feet; thence, S00°36'06"W 64.50 feet; thence, S89°23'54"E 10.00 feet; thence, N00°36'06"E 64.50 feet; thence S89°23'54"E 64.47 feet; thence N04°13'40"E 170.24 feet to the most southerly line of Parcel 1 of Partition Plat 1995-107; thence, on said southerly line, N89°20'55"W 10.02 feet; thence, S04°13'40"W 160.02 feet; thence N89°23'54"W 143.26 feet to the most easterly west line of said Parcel 2; thence, on said most easterly west line, S00°39'05"W 30.50 feet to the most southerly north line of said Parcel 2; thence, on said most southerly north line N89°18'39"W 83.57 feet to the POINT OF BEGINNING.

Said easement contains 5,134 square feet more or less.

Subject to easements of record.

Q:\DOCS\LGLDESC\LZN-Easements.wpd

Precise Boundary Surveys

640 82nd Drive Gladstone, Oregon 97027  
503 650-0188 fax 503 650-0189

Peterson Machinery Company - CRW Waterline Easement Amendment

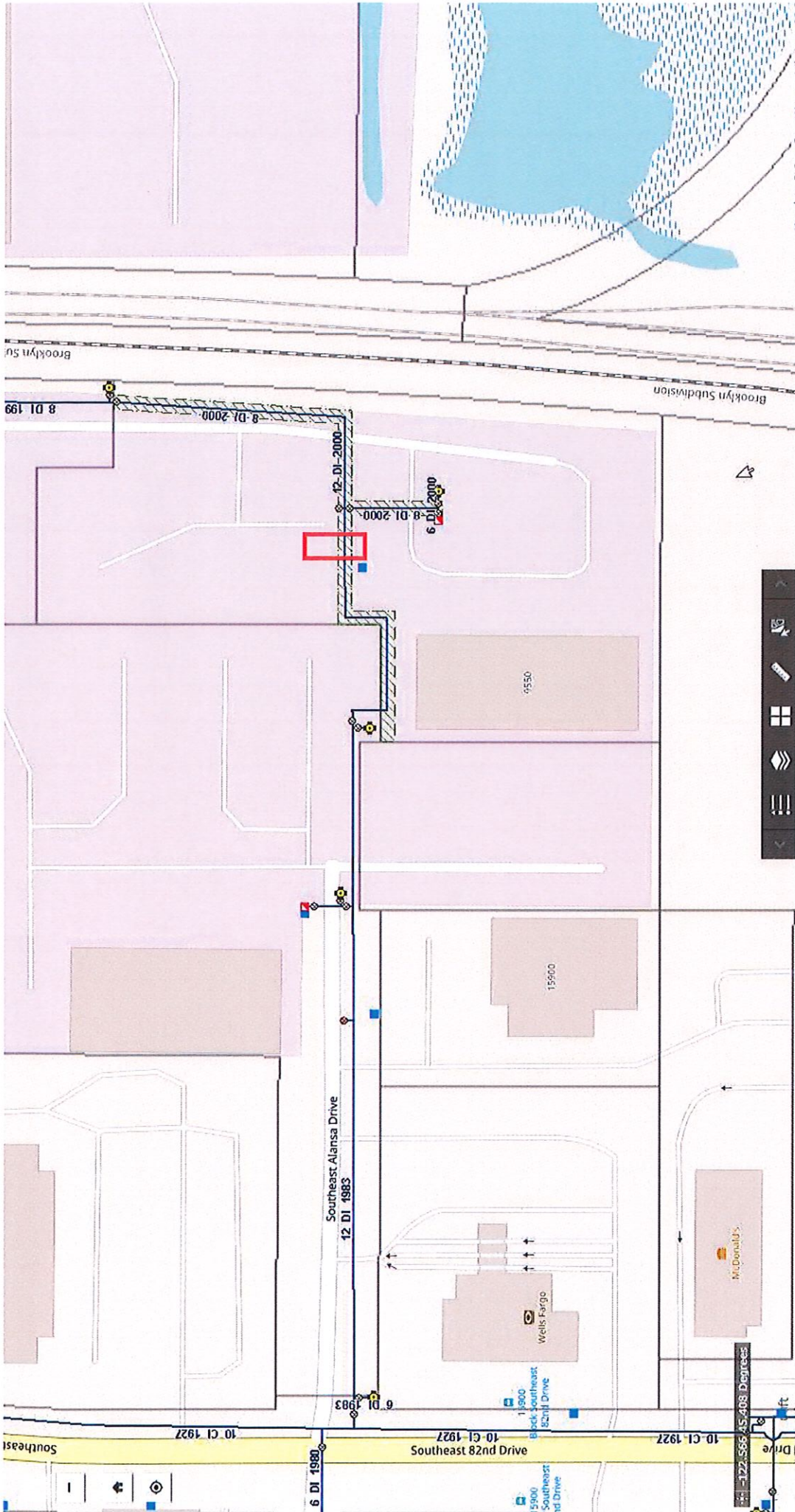
## EXHIBIT B

### LEGAL DESCRIPTION AND DEPICTION OF EASEMENT AREA

**BEGINNING at the most westerly Northwest corner of Parcel 2 of Partition Plat No. 1995-107, located in the S.E. ¼ of Section 9, T.2S., R.2E., W.M., Clackamas County, Oregon; thence, on the most westerly line of said parcel 2, S00°36'06"W 12.00 feet to a point when measured at right angles is 12.00 feet from the most southerly north line of said Parcel 2; thence, 12.00 feet south of and parallel with said southerly north line, S89°18'39"E 93.56 feet to a point when measured at right angles is 10.00 feet easterly of the extension of the easterly west line of said Parcel 3; thence, 10.00 feet easterly of and parallel with said extension line, N00°39'05"E 32.52 feet; thence, S89°23'54"E 68.19 feet; thence, S00°36'06"W 64.50 feet; thence S89°23'54"E 10.00 feet; thence, N00°36'06"E 64.50 feet; thence S89°23'54"E 64.47 feet; thence N04°13'40"E 170.24 feet to the most southerly line of Parcel 1 of partition Plat 1995-107; thence, on said southerly line, N89°20'55"W 10.02 feet; thence, S04°13'40"W 160.02 feet; thence N89°23'54"W 143.26 feet to the most easterly west line of said Parcel 2; thence, on said most easterly west line, S00°39'05"W 30.50 feet to the most southerly north line of said Parcel 2; thence, on said most southerly north line N89°18'39"W 83.57 to the POINT OF BEGINNING.**



**EXHIBIT B- Easement  
Amendment map**



**CLACKAMAS RIVER WATER**

**Agenda Item –  
CA-1**

**REGULAR BOARD MEETING**

---

**June 9, 2022**

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

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

**EFFECTIVE DATE**                              June 9, 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 May 2022, Payrolls – 2 payrolls - \$251,875.21  
2) Monthly Check History for May 2022 - \$1,144,315.97 (net)

0 Employees With Overflow Statement  
000175 000190 SEQ 000190  
0 Overflow Statement 1 Total Statement

# Earnings Statement

Checks: ADPCHECK ADPCHECK 00000000000  
Vouchers: 00000180001 00000180040 00000000014

SEAT 312 TOTAL DOCUMENT  
CLACKAMAS RIVER WATE  
LOCATION 0001

## CHECK STUFFING, RECONCILIATION

125934.69 GROSS  
76517.63 NET PAY (INCLUDING ALL DEPOSITS)  
12086.04 FEDERAL TAX  
7586.84 SOCIAL SECURITY  
1774.34 MEDICARE  
.00 MEDICARE SURTAX  
.00 SUI/DI/FLI/MLI TAX  
7409.55 STATE TAX  
.00 LOCAL TAX  
97077.92 DEDUCTIONS  
.00 NET CHECK

SEAT COMPANY CODE 312  
CLACKAMAS RIVER WATE  
TOTAL DOCUMENT  
LOCATION 0001

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

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

WEEK 20 BATCH 2088 39 PAYS

0 Employees With Overflow Statement  
000872 000886 SEQ 000886

0 Overflow Statement 1 Total Statement

# Earnings Statement

	First No.	Last No.	Total
Checks:	ADPCHECK	ADPCHECK	0000000000
Vouchers:	0000020001	0000020039	0000000013

SEAT 312 TOTAL DOCUMENT  
CLACKAMAS RIVER WATE  
LOCATION 0001

## CHECK STUFFING, RECONCILIATION

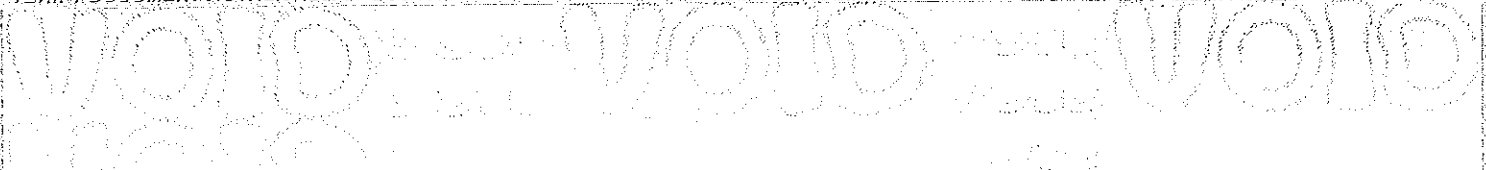
125940.52 GROSS  
 76539.25 NET PAY (INCLUDING ALL DEPOSITS)  
 11995.07 FEDERAL TAX  
 7587.24 SOCIAL SECURITY  
 1774.44 MEDICARE  
 .00 MEDICARE SURTAX  
 .00 SUI/DI/FLI/MLI TAX  
 7423.86 STATE TAX  
 .00 LOCAL TAX  
 97159.91 DEDUCTIONS  
 .00 NET CHECK

**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



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

Monthly Check History Listing  
Clackamas River Water  
5/1/2022 to 5/31/2022

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
6072	05/04/2022	00029 OREGON PERS	PERS PMT 1481782 1483666 1484093	04/06-04/20/2022	68,986.14	68,986.14
6073	05/04/2022	01639 BENEFIT HELP SOLUTIONS	PRETAX BENEFIT TRANSACTION	04/27/2022	25.00	25.00
6074	05/04/2022	01639 BENEFIT HELP SOLUTIONS	PRETAX BENEFIT TRANSACTION	05/03/2022	32.15	32.15
6075	05/17/2022	01959 US BANK	MERCHANT BILLING - APRIL 2022	APRIL 2022	1,399.86	1,399.86
6076	05/17/2022	01639 BENEFIT HELP SOLUTIONS	PRETAX BENEFIT TRANSACTION	05/04/2022	20.00	20.00
6077	05/17/2022	01639 BENEFIT HELP SOLUTIONS	PRETAX BENEFIT TRANSACTION	05/05/2022	1,210.09	1,210.09
6078	05/17/2022	01639 BENEFIT HELP SOLUTIONS	PRETAX BENEFIT TRANSACTION	05/10/2022	10.00	10.00
6079	05/17/2022	01639 BENEFIT HELP SOLUTIONS	PRETAX BENEFIT TRANSACTION	05/11/2022	1.25	1.25
6080	05/17/2022	00336 CITISTREET - STATE OF OREGON	VOLUNTARY PAYROLL DEDUCTION: DEFER COMP	PR 05/06/2022	2,785.88	2,785.88
6081	05/17/2022	00095 ING	VOLUNTARY PAYROLL DEDUCTION: DEFER COMP	PR 05/06/2022	4,858.67	4,858.67
6082	05/17/2022	04272 GLOBAL PAYMENTS INTEGRATED	CREDIT CARD MERCHANT STATEMENT - APRIL 2	APRIL 2022	16,080.08	16,080.08
6083	05/25/2022	01959 US BANK	NEAT	04/25/22	5,368.02	
			ROBERT HALF INTL	04/25/22 PAYABLE	2,350.00	
			ROBERT HALF INTL	04/25/22 PAYABLE	2,350.00	
			ROBERT HALF INTL	04/25/22 PAYABLE	2,350.00	
			ROBERT HALF INTL	04/25/22 PAYABLE	2,350.00	
			ROBERT HALF INTL	04/25/22 PAYABLE	2,350.00	
			ROBERT HALF INTL	04/25/22 PAYABLE	2,350.00	
			ROBERT HALF INTL	04/25/22 PAYABLE	2,350.00	
			ROBERT HALF INTL	04/25/22 PAYABLE	2,350.00	
			ROBERT HALF INTL	04/25/22 PAYABLE	2,173.75	
			ROBERT HALF INTL	04/25/22 PAYABLE	1,762.50	
			ROBERT HALF INTL	04/25/22 PAYABLE	1,460.25	
			LIFETECHCORPORATION	04/25/22 TRIPLETT	770.00	
			AMAZON.COM**1684V9661	04/25/22 RAYa	665.00	
			WWW.COSTCO.COM	04/25/22 HOLZGANGa	599.99	
			ZOOM.US 888-799-9666	04/25/22 KEBOUNNAMI	453.88	
			SUNRIVER RESORT LODGING	04/25/22 SLEIGHTa	449.55	

Monthly Check History Listing

Clackamas River Water  
5/1/2022 to 5/31/2022

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
			CB PACIFIC INC	04/25/22 PRESTWOODb	409.02	
			OREGON SOCIETY CPAS	04/25/22 KIRKPATRICK	335.00	
			DIALOGTECHINC	04/25/22 KEBOUNNAME	323.68	
			SQ *SC CONCRETE PRODUCTS	04/25/22 SLEIGHTb	258.53	
			AMZN MKTP US*1A75B7WD2	04/25/22 RAYj	245.44	
			UNITED AUTO GLASS	04/25/22 BJORNSTEDT	235.00	
			WATER ENVIRONMENT SERVICE	04/25/22 PAYABLEc	226.90	
			CHOWN PORTLAND IPT	04/25/22 MCGINNISE	225.00	
			HR CERTIFICATION INSTITUT	04/25/22 CAMPBELLc	169.00	
			WATER ENVIRONMENT SERVICE	04/25/22 PAYABLEa	162.75	
			NATIONAL INSITUTE OF GOVE	04/25/22 VOYLESe	155.00	
			NATIONAL INSITUTE OF GOVE	04/25/22 VOYLESf	155.00	
			WATER ENVIRONMENT SERVICE	04/25/22 PAYABLEb	131.75	
			STATE VEHICLE REGISTRATION AND PLATES	04/25/22 VOYLESd	118.00	
			ELMERS FLAG AND BANNER	04/25/22 VOYLESc	117.55	
			DNH*GODADDY.COM	04/25/22 KEBOUNNAMb	99.99	
			THE HOME DEPOT 4017	04/25/22 RAYg	99.00	
			HIRINGTHING INC	04/25/22 CAMPBELLa	99.00	
			CUTSFORTH THRIFTWAY	04/25/22 CAMPBELLe	72.94	
			FASTENAL COMPANY 01ORPO2	04/25/22 RAYd	71.74	
			NORTH CLACKAMAS CHAMBER O	04/25/22 HOLZGANGd	70.00	
			ADOBE *800-833-6687	04/25/22 KEBOUNNAMh	52.99	
			HR CERTIFICATION INSTITUT	04/25/22 CAMPBELLd	50.00	
			AMAZON.COM*1615038Y0	04/25/22 VOYLESb	49.98	
			MEETING SUPPLIES	04/25/22 HOLZGANGc	48.97	
			MEETING WITH SFWB WTP MANAGER	04/25/22 CUMMINGSc	41.30	
			HRCI.ORG	04/25/22 CAMPBELLb	39.00	
			MCMMASTER-CARR	04/25/22 PRESTWOODa	38.16	
			THE HOME DEPOT #4017	04/25/22 RAYc	36.87	
			CLEANFEED	04/25/22 MCGINNISA	34.00	
			AMAZON.COM*1A43L9Y60	04/25/22 RAYi	31.76	
			FRED-MEYER #0063	04/25/22 RAYf	29.99	
			DNH*GODADDY.COM	04/25/22 KEBOUNNAMg	29.17	
			HARBOR FREIGHT TOOLS 477	04/25/22 RAYh	24.98	
			TEXACO 0372506	04/25/22 SLEIGHTc	24.00	
			AMZN MKTP US*1A6K249Y0 AM	04/25/22 HOLZGANGe	20.99	
			GUM.CO/CC* HEMINGWAY A	04/25/22 MCGINNISC	19.99	
			AMZN MKTP US*165Q45DA0	04/25/22 KEBOUNNAMc	19.98	

Monthly Check History Listing

Clackamas River Water  
5/1/2022 to 5/31/2022

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
			AMZN MKTP US*1653151C2	04/25/22 KEBOUNNAMd	18.99	
			MEETING SUPPLIES	04/25/22 MCGINNISH	17.95	
			AMZN MKTP US*162TM3WV2	04/25/22 KEBOUNNAMf	15.99	
			EBAY O*04-08502-17805	04/25/22 RAYe	15.95	
			AMAZON PRIME*169SO2G00	04/25/22 VOYLESa	14.99	
			MEETING SUPPLIES	04/25/22 MCGINNISg	12.95	
			BUZZSPROUT.COM PODCAST	04/25/22 MCGINNISb	12.00	
			CHOWN PORTLAND IPT	04/25/22 MCGINNISf	10.93	
			FRED-MEYER #0393	04/25/22 HOLZGANGb	10.31	
			KUDOBOARD	04/25/22 HOLZGANGf	5.99	
			CHOWN PORTLAND IPT	04/25/22 MCGINNISd	-112.50	
			AMZN MKTP US	04/25/22 RAYb	-345.45	38,756.59
6084	05/25/2022	00029 OREGON PERS	PERS PMT 1490393, 1490679, 1491574, 1492	05/06-05/20/2022	70,045.64	70,045.64
6085	05/25/2022	00336 CITISTREET - STATE OF OREGON	VOLUNTARY PAYROLL DEDUCTION: DEFER COMP	PR 05/20/2022	2,784.08	2,784.08
6086	05/25/2022	00095 ING	VOLUNTARY PAYROLL DEDUCTION: DEFER COMP	PR 05/20/2022	4,881.01	4,881.01
6087	05/25/2022	01639 BENEFIT HELP SOLUTIONS	PRETAX BENEFIT TRANSACTION	05/13/2022	20.00	20.00
6088	05/25/2022	01639 BENEFIT HELP SOLUTIONS	PRETAX BENEFIT TRANSACTION	05/17/2022	75.00	75.00
93547	05/04/2022	02663 ACCENT SIGNS, LLC	BADGE PHOTO	22-4-228	12.37	12.37
93548	05/04/2022	00285 ARAMARK UNIFORM SERVICES INC	ACC. #934649000 - BUILDING MAINT. SUPPLI	529000264923	75.75	
			ACC. #934649000 - BUILDING MAINT. SUPPLI	529000269344	75.75	151.50
93549	05/04/2022	04307 BEND MAILING SERVICES, LLC	IMPLEMENTATION, APRIL PROCESSING & POSTA	77154	9,115.00	9,115.00
93550	05/04/2022	01546 CASCADE COLUMBIA DIST CO INC	SODA ASH - DENSE	835164	3,875.00	3,875.00
93551	05/04/2022	00317 CDW GOVERNMENT INC.	MONITORS	W586697	761.34	
			INLINE COUPLER ADAPTER	W553169	4.05	765.39
93552	05/04/2022	03597 CLOUD RECORDS MANAGEMENT	ORMS-0153 / MONTHLY USER FEE PER USER OR	210766	370.20	370.20
93553	05/04/2022	00519 COLONIAL LIFE	MAY 2022, VOLUNTARY PAYROLL DEDUCTION, E	77938620505682	276.80	276.80
93554	05/04/2022	04204 COLVIN SAND AND GRAVEL LLC	DIRT DUMP FEES, STRIPPINGS	14030	672.00	
			DIRT DUMP FEES	14018	576.00	1,248.00
93555	05/04/2022	02856 CRYSTAL GREENS LANDSCAPING	LANDSCAPING MAINTENANCE - APRIL	B17690	4,056.00	4,056.00

Monthly Check History Listing  
Clackamas River Water  
5/1/2022 to 5/31/2022

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
93556	05/04/2022	02965 FCS GROUP	3479 WHOLESALE WATER RATES	3479-22204091	1,045.00	1,045.00
93557	05/04/2022	00124 H D FOWLER CO INC	FORD FITTINGS, CLARE TO CC	16073765	701.00	701.00
93558	05/04/2022	03240 GARY RUDNIK P HARRANG LONG	LEGAL SERVICES - APRIL 2022	97640	4,240.00	4,240.00
93559	05/04/2022	02284 K & D SERVICES OF OREGON INC	SERVICE INSTALL REDLAND, SYSTEM MAINTENA	17985	2,237.00	2,237.00
93560	05/04/2022	04180 MADRONE TECHNOLOGY GROUP INC.	2 WIRELESS ACCESS POINTS	2060	1,230.94	
			CONTRACT WORK	2052	770.00	
			MS VISO-MS PROJECT SUB RENEW	2062	698.40	2,698.34
93561	05/04/2022	00363 METRO OVERHEAD DOOR INC	LARGE SHOP	216346	370.00	370.00
93562	05/04/2022	00138 MILWAUKIE, CITY OF	DEQ SERVICE, BACKHOE SERVICE	INV00683	597.89	597.89
93563	05/04/2022	00138 MILWAUKIE, CITY OF	ACCOUNT# 24-3520-00 - 6201 SE LAKE RD -	24-3520 3/20-4/20	186.59	186.59
93564	05/04/2022	00373 OREGON AFSCME	UNION DUES	PR 03/04/2022	939.05	
			UNION DUES	PR 03/18/2022	896.81	
			UNION DUES	PR 04/01/2022	896.81	
			UNION DUES	PR 04/15/2022	896.81	3,629.48
93565	05/04/2022	00048 OREGON CITY, CITY OF	ROW USAGE FEE, 1ST QTR - OREGON CITY RIG	04/01/2022	4,750.39	4,750.39
93566	05/04/2022	00048 OREGON CITY, CITY OF	ACC:# 04-792203-01 (130825) 02/28 - 03/3	02/28-03/31/2022	19.12	19.12
93567	05/04/2022	00151 PROVIDENCE OCCUPATIONAL HEALTH	MEDICAN EXAM	10207	190.00	
			MEDICAL EXAM	19340	190.00	
			MEDICAL EXAM	22279	146.00	
			MEDICAL EXAM	12528	95.00	
			MEDICAL EXAM	25350	25.00	646.00
93568	05/04/2022	00229 RICOH USA, INC.	COPIER LEASE #1021276-3672069 - 04/20 TO	106110104	362.08	
			COPIER LEASE #1021276-3797919 - 04/10 TO	106089391	45.75	407.83
93569	05/04/2022	03548 RIVER CITY ENVIRONMENTAL INC	5274-0525 NORTH VALVES	800875	1,605.00	1,605.00
93570	05/04/2022	00459 SAME DAY AUTO SERVICE INC	15-100 SERVICE, BRAKES, COOLANT FLUSHING	189786	1,607.72	1,607.72
93571	05/04/2022	00577 SPECIAL DISTRICTS ASSOC OREGON	MAY HEALTH BENEFITS PROGRAM	03-0054042, 04/01/22	60,245.64	60,245.64
93572	05/04/2022	04317 ANTHONY STEELE	TRAVEL REIMBURSEMENT	05/02/2022	179.01	179.01



Monthly Check History Listing  
Clackamas River Water  
5/1/2022 to 5/31/2022

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
93573	05/04/2022	00030 SUNRISE WATER AUTHORITY	CRWSC - AUDIT AND FINANCIALS, BILLABLE H	0000455	6,790.14	6,790.14
93574	05/04/2022	04058 TRENCH LINE EXCAVATION INC	ATHENS DRIVE WATERLINE CONSTRUCTION	2203A	254,994.31	254,994.31
93575	05/04/2022	00107 UNITED SITE SERVICES INC	LINWOOD & KING PORTA-POTTIES	INV-00607004	826.80	826.80
93576	05/04/2022	00130 WASTE MANAGEMENT OF OREGON	APRIL 2022 TRASH REMOVAL SERVICES -	9271155-1574-8	1,941.30	
93577	05/04/2022	01184 WELLS FARGO BANK	APRIL 2022 - TRASH REMOVAL SERVICES - 91	9271156-1574-6	505.07	2,446.37
93578	05/04/2022	01736 WEST YOST ASSOCIATES	ADMINISTRATIVE AGENT FEE - ACC. #	2069902	1,000.00	1,000.00
93579	05/04/2022	03106 WRIGHT BUSINESS GRAPHICS	CRW SECURITY PLAN TASK 3	2048853	6,054.23	
93580	05/05/2022	00577 SPECIAL DISTRICTS ASSOC OREGON	CRW SECURITY PLAN - TASK 3	2047820	1,502.85	7,557.08
93581	05/06/2022	02247 WHA INSURANCE AGENCY INC	APRIL 2022 PROCESSING & POSTAGE	4232671	611.26	611.26
93582	05/17/2022	00002 AMERICAN FAMILY LIFE ASSURANCE	INS. RENEWAL 2022 - GL/PROP/CASUALTY	37P54042-5191	225,646.00	
93583	05/17/2022	04307 BEND MAILING SERVICES, LLC	ADDITIONAL TOYOTA TRUCK INSURANCE - 2021	36P54042-5191	201.00	225,847.00
93584	05/17/2022	03777 CAROLLO ENGINEERS INC	MERP REIMBURSEMENT ACCT FUNDING	05/05/22	10,000.00	
93585	05/17/2022	00164 CENTURYLINK	MERP ADMIN FEE	05/05/22-2	1,431.53	11,431.53
93586	05/17/2022	04320 CHOWN INC	ACC: 0XNX3 - VOL. PAYROLL DEDUCT. - MAY	397541	1,463.74	1,463.74
93587	05/17/2022	02408 CLACKAMAS COMMUNITY COLLEGE	MAY PROCESSING & POSTAGE	77455	1,970.90	1,970.90
93588	05/17/2022	00200 CLACKAMAS COUNTY	WTP MASTER PLAN PROGRESS PAYMENT - APRIL	FB22590	4,333.01	4,333.01
93589	05/17/2022	04382 CLEARLY AMAZING	PHONE SERVICES	503Z05-0025 05/05/22	1,539.77	1,539.77
93590	05/17/2022	02555 COMCAST	EQUIPMENT LABOR MATERIALS LOCK REPLACEMENT	219960	16,720.28	16,720.28
93591	05/17/2022	02774 COMPASS LAND SURVEYORS, INC.	ROOM RENTAL & CUSTODIAL FEE	003723698	370.00	370.00
93592	05/17/2022	02322 GENERAL PACIFIC INC	RECORDING OF ORD. 01-2022	05/16/2022	148.00	148.00
			SOFT WASHING	165154	3,890.00	3,890.00
			COMCAST MONTHLY CABLE INTERNET - 5/14-6/13	2099723 5/14-6/13	248.85	248.85
			EASEMENT MANAGEMENT CASON KIRKWOOD STRAW	42193	9,364.00	
			INITIAL SITE SURVEY 98TH & MATHER	42192	7,301.00	16,665.00
			BADGER FLOW METER HEAD	1432154	1,310.00	1,310.00

Monthly Check History Listing  
Clackamas River Water  
5/1/2022 to 5/31/2022

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
93593	05/17/2022	04379 GLOBAL MAINTENANCE & PAINTING	PAINTING OF WTP WING WALL	2094	5,150.00	5,150.00
93594	05/17/2022	01541 HARRIS WORKSYSTEMS	ERGONOMIC ADJ FOR IT MANAGER	21-4754	795.62	795.62
93595	05/17/2022	00128 IDEXX DISTRIBUTION CORP.	QUANTITRAY SEALER PLUS	3101462698	3,077.51	
			QUANTITRAY SEALER PLUS	3101998270	750.00	
			WATER TESTING REAGENTS	3101999554	268.25	4,095.76
93596	05/17/2022	02922 KONE INC	POWER FAILURE RESTART	1158121289	145.00	
			CUST.# N295970 - QUARTERLY MAINT WTP LIF	962146298	124.00	269.00
93597	05/17/2022	04180 MADRONE TECHNOLOGY GROUP INC.	TELECOMMUNICATION	2076	1,083.00	
			CONTRACT WORK	2092	440.00	
			CONTRACT WORK	2084	165.00	1,688.00
93598	05/17/2022	00373 OREGON AFSCME	UNION DUES	PR 04/29/2022	923.26	923.26
93599	05/17/2022	00048 OREGON CITY, CITY OF	PUMPING CHARGES - APRIL 2022	3/31-04/30/2022	4,238.10	
			PUMPING CHARGES - MARCH 2022	2/28-03/31/2022	3,567.76	7,805.86
93600	05/17/2022	04109 OUTLOOK PUBLISHING PAMPLIN MEDIA GROUP /	PUBLIC NOTICE	240833	42.80	42.80
93601	05/17/2022	00021 PGE	WATER TREATMENT PLANT APR 22	WTP APR 22	29,723.46	
			PUMP STATION APR 22	PUMP STATION APR 22	15,470.41	
			ADMIN APRIL 2022	ADMIN APR 2022	2,571.48	47,765.35
93602	05/17/2022	00215 RELIABLE FENCE & CONSTRUCTION	FENCE REPAIRS	17374	450.00	450.00
93603	05/17/2022	00229 RICOH USA, INC.	CUST.# 4220490 - ADDITIONAL COPIES 04/0	5064535880	100.44	
			CUST.# 4220490 - ADDITIONAL COPIES 04/0	5064536277	54.61	155.05
93604	05/17/2022	00229 RICOH USA, INC.	CUST.# 4197629 - ADDITIONAL COPIES 04/0	5064540700	66.47	66.47
93605	05/17/2022	00459 SAME DAY AUTO SERVICE INC	SERVICE- F150 OIL CHANGE 20-200	186160	51.49	51.49
93606	05/17/2022	00339 SEPTIC TECHNOLOGIES INC	SEMI ANNUAL INSPECTION FEE - RIVERSIDE S	15909	187.50	187.50
93607	05/17/2022	00024 SOUTH FORK WATER BOARD	WATER PURCHASED - MARCH 2022	MARCH 2022	32,732.48	
			WATER PURCHASED - APRIL 2022	APRIL 2022	29,631.68	62,364.16
93608	05/17/2022	00577 SPECIAL DISTRICTS ASSOC OREGON	JUNE HEALTH BENEFITS PROGRAM	03-0054042, 05/01/22	60,245.64	60,245.64
93609	05/17/2022	02837 TAURUS POWER & CONTROLS INC	LABOR & ENGINEERING SERVICES FOR HIGH LI	10533	4,240.00	4,240.00

Monthly Check History Listing

Clackamas River Water  
5/1/2022 to 5/31/2022

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
93610	05/17/2022	00282 TERMINIX INTERNATIONAL INC	CUST.# 1703011 - MAY PEST CONTROL SERVIC	420186267	117.00	117.00
93611	05/17/2022	00282 TERMINIX INTERNATIONAL INC	CUST.# 1703007 - MAY PEST CONTROL SERVIC	420197900	100.00	100.00
93612	05/17/2022	00107 UNITED SITE SERVICES INC	PARK PORT-POTTIES	114-13051892	597.87	597.87
93613	05/25/2022	00285 ARAMARK UNIFORM SERVICES INC	ACC.#934649000 - BUILDING MAINT. SUPPLI	529000273724	75.75	
			ACC.#934649000 - BUILDING MAINT. SUPPLI	5291005156	75.75	151.50
93614	05/25/2022	00304 CANTEL SWEEPING	MAY- PARKING LOT SWEEPING - OPS (CUST.#0	e17338	235.00	
			MAY-PARKING LOT SWEEPING - ADMIN (CUST.#	e17337	180.00	
			MAY- PARKING LOT SWEEPING - PARK (CUST.#	e17339	165.00	580.00
93615	05/25/2022	00317 CDW GOVERNMENT INC.	IN-LINE COUPLER	X310337	2.70	2.70
93616	05/25/2022	01580 CLACKAMAS 800 RADIO GROUP	FY21-22 ANNUAL ACCESS FEES: 4 MEMBER	19-358	1,920.00	1,920.00
93617	05/25/2022	00227 CLACKAMAS GARBAGE CO INC	ACC.#04370 - TRASH REMOVAL SERVICE - AP	APRIL 2022	367.96	367.96
93618	05/25/2022	04382 CLEARLY AMAZING	GUTTER CLEANING	165153	3,690.00	3,690.00
93619	05/25/2022	03635 CNA SURETY	OR STREET OPENING - CITY OF PORTLAND (07	62817806	103.00	103.00
93620	05/25/2022	03218 DIRECT TRANSPORT INC	DELIVERY BOARD MEETING PACKETS	285560	45.83	45.83
93621	05/25/2022	03504 ENTERPRISE FLEET MANAGEMENT	CUST #488054 TRUCK LEASE 05/01-05/31/202	FBN4471532	635.72	635.72
93622	05/25/2022	04349 PETRU AND DANIELA FORA	REFUND RECEIPT #003978	Ref000189083	3,411.65	3,411.65
93623	05/25/2022	03887 DBA: NAPA AUTO PARTS GENUINE	1001 WIPER BLADES	4462-00-329108	33.70	33.70
93624	05/25/2022	00124 H D FOWLER CO INC	MARKING PAINT	I6081800	1,528.80	1,528.80
93625	05/25/2022	03473 HASA INC	SODIUM HYPOCHLORITE - LOW SALT	815331	6,736.94	6,736.94
93626	05/25/2022	02570 HOME DEPOT CREDIT SERVICES	2 PLUNGERS	H4017-454637	34.96	34.96
93627	05/25/2022	04376 EXECUTIVE FORUM JDC BUSINESS	LEADERSHIP TRAINING	2007081249	8,725.49	8,725.49
93628	05/25/2022	02284 K & D SERVICES OF OREGON INC	2204-0232 JENNIFER HYDRANT:	BILL018299	2,774.13	2,774.13
93629	05/25/2022	04180 MADRONE TECHNOLOGY GROUP INC.	ONSITE/OFFSITE DATA BACKUP	2103	2,939.00	
			CONTRACT WORK	2104	770.00	
			CONTRACT WORK	2068	495.00	4,204.00

Monthly Check History Listing  
Clackamas River Water  
5/1/2022 to 5/31/2022

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
93630	05/25/2022	00138 MILWAUKIE, CITY OF	SERVICE, TIRES & WIPE SWITCH	INV00688	1,060.32	1,060.32
93631	05/25/2022	03283 MINUTEMAN PRESS TEAM	ANNUAL BACKFLOW LETTERS BUSINESS CARDS	122716 122173	1,095.00 424.00	1,519.00
93632	05/25/2022	00056 OAK LODGE WATER SERVICES DISTR	AYMENTS FOR SVC TO CRW CUST. IN OAK LODG	05/19/2022	3,297.43	3,297.43
93633	05/25/2022	00373 OREGON AFSCME	UNION DUES	PR 05/13/2022	911.95	911.95
93634	05/25/2022	02456 OREGON ASSOC OF WATER UTILITIE	JOB ANNOUNCEMENT -SEASONAL WORKER	32693	403.50	403.50
93635	05/25/2022	00048 OREGON CITY, CITY OF	PAYMENTS FOR SVC TO CRW CUST. IN OREGON	05/16/2022	13,250.66	13,250.66
93636	05/25/2022	00018 PITNEY BOWES GLOBAL FIN SVC LL	POSTAGE REFILL	800-900-0718-3324	1,510.00	1,510.00
93637	05/25/2022	02386 PRINCIPAL FINANCIAL GROUP	LIFE, AD&D & LTD, ACC.# 108 1726-10001	JUNE 2022	5,287.12	5,287.12
93638	05/25/2022	04255 PUMPTech LLC	GRP 96824796, MODBUS CIM200	0180935-IN	602.90	602.90
93639	05/25/2022	00229 RICOH USA, INC.	COPIER LEASE #1021276-3734774 - 05/12 TO	106174674	208.86	208.86
93640	05/25/2022	00229 RICOH USA, INC.	COPIER LEASE #1021276-3797919 - 05/10 TO	106184880	45.75	254.61
93641	05/25/2022	03548 RIVER CITY ENVIRONMENTAL INC	COPIER LEASE #1021276-3745995 - 6/05 TO	106172973	208.86	208.86
93642	05/25/2022	04138 THE CHARLES MACHINE WORKS INC	2204-0232 HYDRANT REPLACEMENT	807661	2,033.00	2,033.00
93643	05/25/2022	02854 VERIZON WIRELESS	#8465283-RECEIVER	442903	830.29	1,054.97
93644	05/25/2022	00329 NORTH CLACKAMAS COUNTY WATER	#8464541-TRANSMITTER	436066	224.68	1,750.66
93645	05/25/2022	02373 WORLD CUP COFFEE & TEA SERVICE	ACC.#472115222-00001 CELL PHONE CHARGES	9906178156	1,482.46	1,541.23
			ACC.#472115222-00002 CELL PHONE CHARGES	9906178157	268.20	1,750.66
			PAYMENTS FOR SVC TO CRW CUSTOMERS 02/25/	05/19/2022	1,541.23	1,541.23
			COFFEE & TEA	0206276	330.10	399.80
			COFFEE & TEA	0206275	69.70	399.80

apbank Total: 1,144,315.97

116 checks in this report

Total Checks: 1,144,315.97

# CLACKAMAS RIVER WATER

Agenda Item –  
CA-2

## REGULAR BOARD MEETING

June 9, 2022

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

<b>DRAFT MOTION</b>	Move to approve the consent agenda
<b>EFFECTIVE DATE</b>	June 9, 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 May 31, 2022, is:

	General Checking	LGIP	Total
Balance as of 4/30/2022	\$ 6,315,004	\$ 15,627,309	\$ 21,942,313
Cash receipts	1,118,738	9,890	1,128,628
Payroll	(251,875)		(251,875)
A/P checks	(1,144,316)		(1,144,316)
Bond and other electronic payments			-
Transfers between accounts			-
Balance as of 5/31/2022	\$ 6,037,551	\$ 15,637,199	\$ 21,674,751

# CLACKAMAS RIVER WATER

Agenda Item –  
CA-3

## REGULAR BOARD MEETING

June 9, 2022

**SUBJECT** Declaration of surplus property

<b>DRAFT MOTION</b>	I move the Board approve surplus property to be disposed of in accordance with Oregon Statutes and Local Contract Review Board Rules
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<b>EFFECTIVE DATE</b>	June 9, 2022
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**PRINCIPAL STAFF PERSON** Todd Heidgerken, General Manager

**BOARD ACTION REQUESTED** The Board will be asked to approve a list of CRW property to be declared surplus

**DOCUMENTS ATTACHED** None

### Agenda Summary

**BACKGROUND** CRW Board Policy provides for the disposal of surplus or unusable property in accordance with Oregon Statutes and Local Contract Review Board Rules (180-011). Staff generates a list of items that are either sold, traded in, donated, or otherwise disposed of pursuant to Board Policy.

**ANALYSIS** Replacement vehicles have or will be purchased which will allow for the following vehicles to be declared surplus:

1. 1999 Ford F250 pickup
2. 2000 Toyota Sienna passenger van
3. 1996 Ford 555E Backhoe
4. 2002 Ford F350 service body truck

**STAFF RECOMMENDATION** Approve the list of property to be declared surplus to allow for it to be traded in or sold.

**REGULAR BOARD MEETING**

**June 9, 2022**

**SUBJECT** **Project Acceptance:** Accept assets constructed for the “Home 2 Suites” 18-5240 and “Residence Inn by Marriot” 19-5256, a combined project.

**DRAFT MOTION** I move to approve the “Notice of Acceptance” for the “Home 2 Suites” and “Residence Inn by Marriot” project, to establish the project completion date and authorize the General Manager’s signature on said Notice of Acceptance.

**EFFECTIVE DATE** June 9, 2022

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

**BOARD ACTION REQUESTED** The Board is requested to accept the water system constructed under the “Home 2 Suites” and “Residence Inn by Marriot” project.

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

**Agenda Summary**

**BACKGROUND** This project was a 12-inch water main extension to serve two developments at the SE corner of the Clackamas Town Center (CTC), south of the TriMet parking structure. The water main was designed and constructed in a cooperative agreement between the two hotel developments and included 750± lineal feet of 12-inch water line; two new 4-inch water meters, and two new 6-inch fire services.

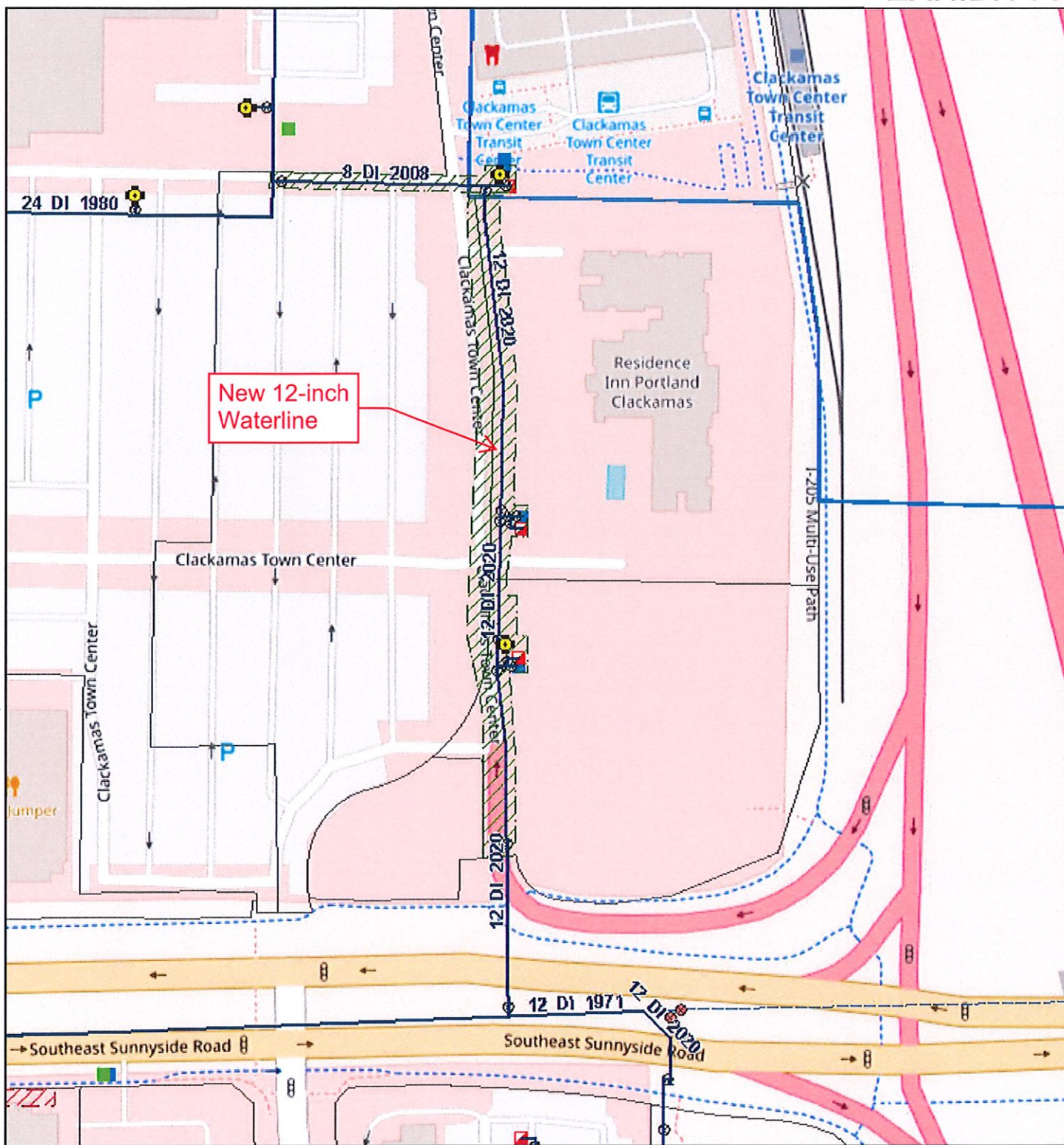
CRW involvement with this project actually begin in late 2018 with hydraulic modeling and planning assistance. Plan review followed in November of 2019 with construction occurring in March through June of 2020. The developer focused their efforts on the site development with little attention to completing the waterline facilities until recently with building and site work construction continuing to this day.

All public water improvements are now complete.

**STAFF RECOMMENDATION** Staff recommends the Board approve the Notice of Acceptance for the Home 2 Suites” and “Residence Inn by Marriot” project.

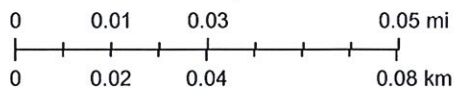
# CTC Hotels

# CA-4 EXHIBIT A



May 17, 2022

1:1,586



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Web AppBuilder for ArcGIS  
Map data © OpenStreetMap contributors, CC-BY-SA |





Clackamas River Water

CA-4  
EXHIBIT B

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

Approved By Board Action  
Date:

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

Project Name: SE Sunnyside Utility Extension

Owner: Heritage Inn 2 of Happy Valley, LLC and BHG-RI of Clackamas, LLC

Asset Location: Township 1S Range 2E Section 33C Tax Lot(s) 600 and 602

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

Type and Size of Pipe(s) 4", 6", 8", & 12" Ductile Iron Pipe (DIP)

Developer Engineering Costs for water related facilities \$ 33,000

Water Mains (including fittings): 764 ft. \$ 130,825

Fire hydrant(s): 1 \$ 3,000

Number of Services: 2 \$ 19,275

Total Asset Value: \$ 186,100

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

Transfer is provide by Two (2) Partners of Interest:

Heritage Inn 2 of Happy Valley, LLC  
a Nevada limited liability company  
4520 36th Ave S  
Fargo, ND 58104

and

BHG-RI of Clackamas, LLC  
a North Dakota limited liability company  
2640 47th St S  
Fargo, ND 58104

[Acceptance Appears on Next Page]

Heritage Inn 2 of Happy Valley, LLC

Signed this 1 day of July, 2020

Signature: [Signature]  
Gregg Larson Authorized agent  
Print or Type Name, Position, and/or Signing for

NOTARY:  
STATE OF North Dakota }  
COUNTY OF CASS } S.S.

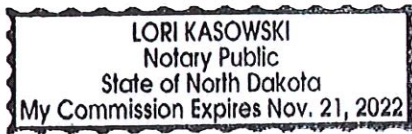
On this 1st day of JULY, 2020,

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

WITNESS my hand and official seal.

[Signature]  
Signature

Notary Public - State of ND  
My commission expires: NOV 21, 2022



BHG-RI of Clackamas, LLC

Signed this 30 day of June, 2020

Signature: [Signature]  
Robert McLonn Jr., Sr.  
Print or Type Name, Position, and/or Signing for

NOTARY:  
STATE OF North Dakota }  
COUNTY OF Cass } S.S.

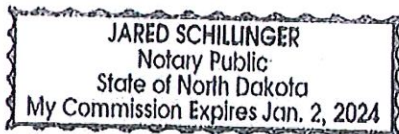
On this 30 day of June, 2020,

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

WITNESS my hand and official seal.

[Signature]  
Signature

Notary Public - State of North Dakota  
My commission expires: January 2, 2024





CA-4  
EXHIBIT C

## **Notice of Acceptance**

Clackamas River Water hereby accepts the project constructed in connection with the **Home 2 Suites and Residence Inn by Marriot Waterline Project**, on this 9<sup>th</sup> day of June, 2022. Acceptance of this project by Clackamas River Water shall not constitute acceptance of any work not in accordance with the Contract Documents, nor shall it relieve the Contractor of his continuing obligation for work guarantee for two (2) years after completion.

**Clackamas River Water**

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Todd Heidgerken, General Manager

# CLACKAMAS RIVER WATER

## Agenda Item CA- 5

### REGULAR BOARD MEETING

June 9, 2022

**SUBJECT**                      **Project Acceptance:** Accept Assets Constructed Under the Athens Rd Waterline Project, CIP 21-5275

**DRAFT MOTION**              I move to approve the “Notice of Acceptance” for the Athens Rd. Waterline, to establish the project completion date and authorize the General Manager’s signature on said Notice of Acceptance.

**EFFECTIVE DATE**              June 9, 2022

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

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

**DOCUMENTS ATTACHED**              Exhibit A – Project Flyer  
Exhibit B – Notice of Acceptance  
Exhibit C – Final Change Order

**BACKGROUND**                              **Agenda Summary**  
This project was a planned CIP project that consisted of 1,800± LF of 8-inch waterline along Athens Road to replace aging waterlines.

The project was bid in February 2022 with the bid opening on March 1 with five contractors bidding. Construction started on May 4, 2022 and was substantially completed on May 6, 2022. Once started, the project progressed consistently to completion.

Cost Summary:

BN 2021-23 Budget Amount    \$ 641,000.00  
Approx. Total Project Cost    \$ 575,000.00  
(includes all vendors, contractors, internal labor and material)

Construction

Engineers Estimate:                      \$ 453,700.00  
Contract Bid Amount:                      \$ 397,172.35  
Net Change Orders                      + \$ 5,370.05 (1.4%)  
Final Contract Amount                      \$ 402,542.40

**STAFF RECOMMENDATION**              Staff recommends the Board approve the Notice of Acceptance for the Athens Road Waterline project.

### CA-5 EXHIBIT A

#### Project Details

The Athens Dr. Waterline Project is a Clackamas River Water (CRW) Capital Improvement Project to replace existing waterline. This project consists of laying approximately 2,000 feet of 8-inch diameter ductile iron waterline; including connections to existing waterlines, services and other related facilities. Construction will be along Athens Dr. between Henrici Rd. to the end of County Right-of-Way in Clackamas, OR.

**Construction Cost:** Approximately \$650,000

**Benefits:** This project will replace the existing 1960's era 4-inch AC waterline on the route which beyond its useful service life. Additionally, this project progress's the District goal to remove all Asbestos Cement pipe from the system.

#### Construction Schedule and Impacts

##### Schedule:

*Design: July 2021 – January 2022*

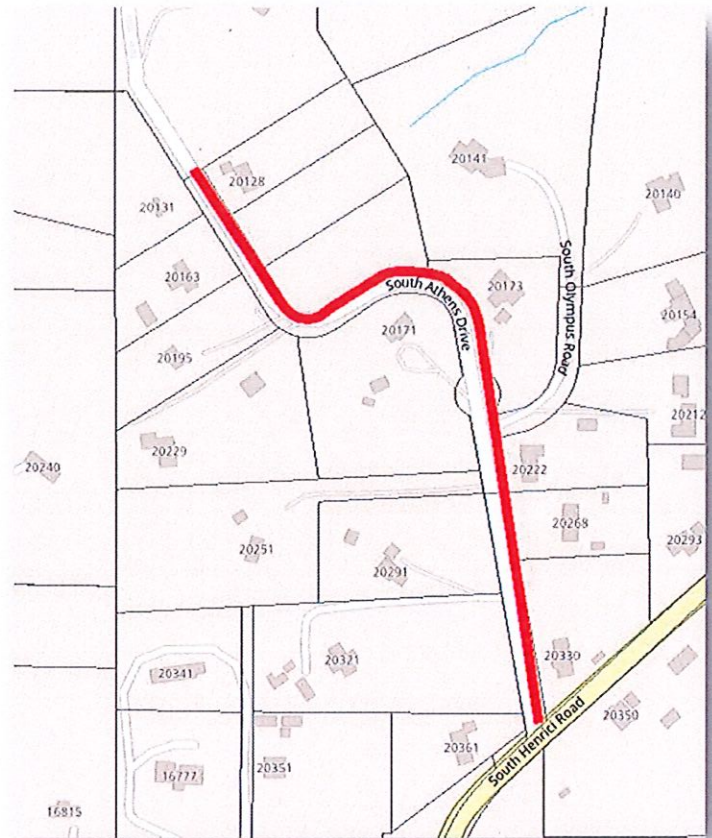
*Construction: February 2022 – July 2022*

##### Time of Day Affected:

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

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

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



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

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





CA-5  
EXHIBIT B

## Notice of Acceptance

Clackamas River Water hereby accepts the project constructed in connection with the **Athens Drive Waterline CIP 21-5275**, on this 9<sup>th</sup> day of June, 2022. Acceptance of this project by Clackamas River Water shall not constitute acceptance of any work not in accordance with the Contract Documents, nor shall it relieve the Contractor of his continuing obligation for work guarantee for one (1) year after Substantial Completion.

**Clackamas River Water**

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Todd Heidgerken, General Manager



CA-5  
EXHIBIT C

**Clackamas River Water**

**Change Order No. 1**

Project Name: Athens Drive Waterline	Project No.: 21-5275
Contractor: Trench Line Excavation, Inc.	Date of Issuance: 5/27/22
Contract No.: 04058-04-2022	Original Contract Substantial Completion Date: 5/6/2022

It is agreed to modify the Contract referred to above as follows:

No.	Item and Description of Changes	Contract Price		Contract Time	
		Decrease	Increase	Decrease	Increase
1.0	Documentation of final contract quantities and final contract amount and payment for the as-constructed unit quantities on the contracted work and authorizing release of retainage.		\$ 5,370.05		
	Sub-Total				
	Difference Net		\$5,370.05		0

Summary: It is agreed to modify the Contract referred to above as follows:

Net Increase of this Change Order \$ 5,370.05	Net Contract Time Increase of this Change Order 0 days
Total Amount of Previous Change Orders \$ 0.00	Contract Time prior to this Change Order 90 days
Amount of Original Contract \$ 397,172.35	Original Contract Time 90 days
Revised Contract Price with all approved Change Orders \$ 402,542.40	Revised Contract Time with all approved Change Orders 90 days

The changes included in this Change Order are to be accomplished in accordance with the terms, stipulations and conditions of the original Contract as though included therein.

Accepted for Contractor by:	Date
Submitted by CRW Project Manager:	Date
Approved by CRW General Manager:	Date

Distribution: \_\_\_\_\_ Contractor \_\_\_\_\_ Project Manager \_\_\_\_\_ CRW File No. \_\_\_\_\_

**CLACKAMAS RIVER WATER**

**REGULAR BOARD MEETING**

**June 9, 2022**

**SUBJECT**                      Management Report

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**PRINCIPAL STAFF**            Todd Heidgerken  
**PERSON**

**DOCUMENTS**  
**ATTACHED**

**Table of Contents**

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

- A. Management Report
- B. Informational articles or Materials – none at this time



# CLACKAMAS RIVER WATER

## REGULAR BOARD MEETING

June 9, 2022

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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. **Intergovernmental Relations:**

Regional Water Providers Consortium (RWPC) Board Meeting – The RWPC Board met on June 1 to receive updates, elect officers, and review program reports. The RWPC is also celebrating its 25<sup>th</sup> Anniversary so staff provided an overview of the milestones and projects over the past 25 years. The RWPC Board members then had a brief break out session to begin to discuss what they would like the RWPC accomplish in the next 25 years.

The RWPC reelected Tualatin Councilor Bridget Brooks to serve as the Board Chair and elected Kevin Williams of Oak Lodge Water Services to be the Vice Chair for the coming year. Executive Committee members representing each County were also selected during the meeting. CRW Commissioner, Naomi Angier will represent water providers in Clackamas County. Jim Duggan of Tualatin Valley Water District and Tom Lewis of Rockwood Water PUD were reappointed as representatives for Washington and Multnomah Counties respectively.

RWPC Tabletop Exercise – A virtual tabletop exercise was held by the RWPC on June 2. The focus of the exercise was to look at curtailment communications and coordination between water providers. Given the various water sources in the Portland Metro Area, water providers might be impacted differently depending on their source of supply. The exercise created a greater awareness of the different approaches to curtailment. The event also focused on how curtailment messages

and/or restrictions might be communicated both within the water provider community and externally to the public.

Clackamas River Water Providers (CRWP) – The CRWP June 1 meeting included a presentation from Portland General Electric (PGE) on summer operations. PGE is anticipating a more typical year of operations yet will still be dealing with addressing damage from the fires and putting some facilities back into service. They have begun the annual algal bloom monitoring which is coordinated with the CRW Water Quality Lab. It was also noted the later snowpack in the watershed was welcomed and it appears that it should be a good water year.

The CRWP members then continued to discuss the summer water supply. Given the positive water supply the group agreed to implement the “Fish on the Run Irrigation Done” as intended (i.e., mid-August). Current river flows appear to be within a typical range.

Much of the meeting was spent discussing the CRWP’s approach to conservation and curtailment messaging within the Clackamas Basin. Given that the different water providers have different conservation and curtailment plans the members talked about how best to keep each other informed and coordinate on messaging. This was a valuable discussion give the RWPC tabletop exercise the next day. The CRWP is also looking at expanding the Conservation Rebate Program to add devices that can be used to detect leaks in a home.

The CRWP elected a chair and vice chair at the meeting. Wyatt Parno of South Fork Water Board will serve as the CRWP Chair and Bret Bienenrth will serve as the CRWP Vice Chair. Both terms will start on July 1. CRW representative, Todd Heiderken will conclude his service as the CRWP Chair.

**3. CRW Water Management and Conservation Plan (WMCP):**

Oregon Water Resources Department issued its “Final Order” approving the CRW WMCP. The content and process of a WMCP is governed by Oregon Administrative Rules (OAR). Approval of the WMCP is for 10 years and CRW will be required to submit a progress report in 5 years. Staff will include a presentation on the plan during the July CRW Board meeting.

**4. Emergency Management Update:**

Trainings continue for the Incident Management Team and Incident Support Team members. Incident Command System (ICS) 300 Classroom training dates have been scheduled for September 27, 28, 29. The goal is to be prepared for the October 20<sup>th</sup> exercise to test roles in activation and initial response to an Earthquake.

**5. Security Update:**

Riverside Park Monitoring - CRW is having a new presence at Riverside Park 5 days of the week to promote safety and appropriate use of the park facilities. Executive Security Services International (ESSI) is the vendor. Their shift is from approximately 1pm to 15 minutes after sunset. They are monitoring park conditions, ensuring patrons feel welcome, ensuring the park is closed at night and provides our Emergency Manager with details on events that occur.

Security Review of Pump Stations and Reservoirs - Partnership with West Yost Associates (Consultant) on security rankings for pump stations and reservoirs will be completed at the end of June. Anticipate first draft of recommendations on June 10<sup>th</sup>.

**6. Safety Update:**

The Safety Committee launched a new engagement campaign to highlight our mutual support for our co-workers to work safely, both physically and psychologically. Studies have shown that engaged employees are safer employees. Working as a collective, rather than as individuals, we can meet the challenges we face.



**7. 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. Given the resignation of Commissioner Alexander, there will be a change in the Board membership therefore the Board elections will be held at the beginning of the July 14 Board meeting.

**8. Looking Ahead:**

- There is no Board Work Session in June
- The agenda preparation meeting for the July Board meeting will be held on Thursday, June 30 at 12:30pm
- CRW Offices will be closed on Monday, June 20<sup>th</sup> to observe the Juneteenth Holiday.
- Heidgerken is out of the office on June 16 (Kirkpatrick is Acting in Capacity - AIC), June 20-23 (Bjornstedt is AIC) and July 2-12 (Bjornstedt is AIC).
- The July Board meeting will be held on Thursday, July 14 at 6pm

**CLACKAMAS RIVER WATER**

**REGULAR BOARD MEETING**

**June 9, 2022**

**SUBJECT** Commissioner Reports and Reimbursement Requests

**DRAFT MOTION** NO MOTION REQUIRED

**EFFECTIVE DATE**

**PRINCIPAL STAFF PERSON** Board of Commissioners

**BOARD ACTION REQUESTED** Commissioner Communications

**DOCUMENTS ATTACHED** Commissioner Reimbursement Forms

**Agenda Summary**

**BACKGROUND**

None

# CLACKAMAS RIVER WATER

Commissioner Request for Reimbursement

Month April 2022

Commissioner's Name Naomi Angier

Please Print

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

Total \$ 100.00

Date	Meals	Amount
		\$
		\$
		\$
		\$

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ CFO     5-15-22 Date

✓ no  
 5/17/22

# CLACKAMAS RIVER WATER

Commissioner Request for Reimbursement

Month May 2022

Commissioner's Name Sherry French

Please Print

Date	Meetings	Amount
	CRW Regular Board Meeting -- 5/12	\$ 50
	CRW Work Session 523	\$ 50
	Miscellaneous Meeting 5/17 Oak Lodge	\$ 50
	5/25 Sunrise	\$ 50
	5/26 Agenda	\$ 50
	5/5 C4	\$ 50

Total \$ 300

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

<b>Total Expenses</b>	\$ _____
<b>Adjustments</b>	\$ _____
<b>Amount Due Commissioners</b>	<b>\$ <u>300</u></b>

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 5-27-22

✓  
 WLO  
 5/31/22