

CLACKAMAS RIVER WATER  
BOARD OF COMMISSIONERS  
REGULAR MEETING

**THIS MEETING WILL HAVE REMOTE ACCESS VIA ZOOM**  
**January 14, 2021 at 6:00pm**



**AGENDA**

Please sign the attendance sheet. 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.

To protect the health of our customers, staff, and commissioners, CRW’s Board of Commissioners and most of its staff will attend this meeting through an online Zoom meeting. Anyone who wishes to attend the meeting may do so by internet at <https://us02web.zoom.us/j/89272028508> or by calling the following number 1-253-215-8782 and join meeting /89272028508#. **Passcode: 348835**

**REGULAR MEETING @ 6:00pm**

Call to Order and Roll Call – *Sherry French, President*

- a. Approval of the Agenda

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

**Presentation**

**Audit Presentation** – *Julie Desimone, Moss Adams*

**Action Items**

1. **Acknowledge the Receipt of the Audited Financial Statement for Fiscal Year 2020** – *Carol Bryck, Chief Financial Officer*
2. **Resolution 01-2021 Appointing Budget Officer** – *Carol Bryck, Chief Financial Officer*
3. **Approve Budget Calendar for BN 2021-2023** – *Carol Bryck, Chief Financial Officer*
4. **Consideration of General Manager’s Contract** – *Randy Gellar, Harrang Long*
5. **Consider Approval of the Contract for On-Call Electrical Services with Team Electric-** *Todd Heidgerken, General Manager*

**Consent Agenda**

- CA-1: **Gross Payroll and Accounts Paid: December 2020**– *Carol Bryck, Chief Financial Officer*
- CA-2: **Cash Position and Transfers: December 2020** – *Carol Bryck, Chief Financial Officer*
- CA-3: **Easement: Consider of Approval of Trail Easement for North Clackamas Parks and Recreation District** - *Joe Eskew, Engineering Manager*
- CA-4: **Project Acceptance: Accept Assets Constructed Under the Glencoe Townhomes Project, CIP 30-5261-** *Joe Eskew, Engineering Manager*
- CA-5: **Consider Approval of Purchase of Information Technology (IT) Equipment-** *Todd Heidgerken, General Manager*

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### Informational Reports

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

### Commissioner Business

8. Commissioner Reports and Reimbursements

*Adjourn regular meeting*

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

# CLACKAMAS RIVER WATER

Presentation

## BOARD WORK SESSION

January 14, 2021

**SUBJECT** Presentation – Audit Presentation for Fiscal Year 2020

<b>DRAFT MOTION</b>	N/A
<b>EFFECTIVE DATE</b>	

**PRINCIPAL STAFF PERSON** Julie Desimone, Moss Adams

**BOARD ACTION REQUESTED** None. For informational purposes only.

**DOCUMENTS ATTACHED** Communication to those Charged with Governance

### Agenda Summary

**BACKGROUND** Moss Adam will present their audit findings from the audit of our financial statements for the year ending June 30, 2020. The Oregon Secretary of State Audits division administers Municipal Audit Law to ensure local governments comply. Municipal Audit Law (Oregon Revised Statutes 297.405 to 297.990) requires Oregon’s local governments to submit annual financial reports to the Secretary of State.

**ANALYSIS** The audit was completed, and the audit opinion was issued December 31, 2020. Moss Adams issued an unmodified opinion stating the basic financial statements present fairly in all material respects, the financial position of Clackamas River Water as of June 30, 2020 and 2019, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America. The Comprehensive Annual Financial Report (CAFR) was submitted to the State Audits Division and to the Municipal Securities Rulemaking Board in compliance with continuing disclosure for our outstanding bond issues on December 31, 2020.

# CLACKAMAS RIVER WATER

## REGULAR BOARD MEETING

January 14, 2021

**SUBJECT** Acknowledge receipt of the Audited financial Statements for Fiscal Year 2020

<b>DRAFT MOTION</b>	I move the Board acknowledge receipt of the Fiscal Year 2020 Comprehensive Annual Financial Report ending June 30, 2020.
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<b>EFFECTIVE DATE</b>	January 14, 2021
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**PRINCIPAL STAFF PERSON** Carol Bryck, Chief Financial Officer

**BOARD ACTION REQUESTED** Acknowledgement of FY 2019-20 Comprehensive Annual Financial Report (CAFR) and Audit as presented by Moss Adams, LLC.

**DOCUMENTS ATTACHED** Audit is available at <https://crwater.com/financial-reports-documents/> (Click on “Fiscal Year 2020 Annual Financial Report”). Printed copies will be provided to Commissioners when available.

### Agenda Summary

**BACKGROUND** As required by ORS 297.405 et. seq., CRW has completed the annual audit of the financial statements for fiscal year ending June 30, 2020. The audit was performed by Moss Adams LLC. Julie Desimone, Partner at Moss Adams, will present the results of the audit at the January 14, 2021 regular meeting. The FY 2020 CAFR has received an unmodified “clean” opinion, meaning the basic financial statements present fairly, in all material respects, the financial position of CRW as of June 30, 2020 and 2019.

Copies of the FY 2020 Comprehensive Annual Financial Report (CAFR) will be provided to the Board of Commissioners, sent to Budget Committee members, rating agencies and other interested parties. The State of Oregon, Division of Audits, received their copy of the report by the December 31, 2020 deadline.

**STAFF RECOMMENDATION** Acknowledge receipt of the FY 2020 CAFR

# CLACKAMAS RIVER WATER

## REGULAR BOARD MEETING

January 14, 2021

**SUBJECT** Appoint Budget Officer for BN 2021-2023

<b>DRAFT MOTION</b>	I move to adopt resolution No. 01-2021 appointing Carol Bryck, CRW's Chief Financial Officer, as the CRW Budget Officer for biennial period 2021-2023.
<b>EFFECTIVE DATE</b>	January 14, 2021

**PRINCIPAL STAFF PERSON** Carol Bryck, CFO

**BOARD ACTION REQUESTED** Appoint Budget Officer for BN 2021-2023

**DOCUMENTS ATTACHED** Resolution No. 01-2021

### Agenda Summary

**BACKGROUND** CRW is preparing to work on the budget for the next biennial period. A new budget would take effect on July 1, 2021. An initial step in this process is to appoint a Budget Officer. This person will be responsible for presenting the budget to the Budget Committee and at the Budget Hearing.

Oregon Local Budget Law under ORS 294.331 requires each local government and special district to appoint a Budget Officer. In addition, CRW Board Policy, Section 3.1 (A) Formulation of Budget Documents states: Within the budget process the Board shall appoint the Budget Committee membership, appoint the CRW Budget Officer and adopt the budget.

**ANALYSIS** Carol Bryck has successfully served as the CRW Budget Officer for past budgets and the General Manager recommends that Carol Bryck continue to serve in this role for the biennial period of 2021-2023.

**STAFF RECOMMENDATION** Approve resolution No. 01-2021 appointing Carol Bryck, Chief Financial Officer, as the CRW Budget Officer for biennial period 2021-2023.

CLACKAMAS RIVER WATER

RESOLUTION No. 01-2021

APPOINTING BUDGET OFFICER FOR THE BIENNIUM 2021-2023

WHEREAS, Oregon Local Budget Law under ORS 294.331 requires each local government and special district to appoint a Budget Officer; and

WHEREAS, Oregon Local Budget Law under ORS 294.323 authorizes a budget period of 24 months if authorized by resolution; and

WHEREAS, Clackamas Board of Commissioners adopted Resolution Number 05-2015 authorizing a budget period of 24 months; and

NOW, THEREFORE, BE IT RESOLVED, by the Clackamas River Water Board of Commissioners to appoint Carol Bryck, Chief Financial Officer, as the Budget Officer for the biennium 2021-2023.

ADOPTED this 14th day of January, 2021.

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Sheryl French, President

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Naomi Angier, Secretary

**CLACKAMAS RIVER WATER**

**REGULAR BOARD MEETING**

**January 14, 2021**

**SUBJECT** Acknowledgement of Proposed Budget Calendar: BN 2021-2023

<b>DRAFT MOTION</b>	I move to acknowledge the proposed budget calendar as agreed upon for the BN 2021-2023 Budget.
<b>EFFECTIVE DATE</b>	January 14, 2021

**PRINCIPAL STAFF PERSON** Carol Bryck, CFO

**BOARD ACTION REQUESTED** Acknowledgement of Proposed Calendar for BN 2021-2023 Budget

**DOCUMENTS ATTACHED** Proposed Budget Calendar for the BN 2021-2023 Budget

**Agenda Summary**

**BACKGROUND** ORS 294 County and Municipal Financial Administration  
ORS 294.456 Governing body to adopt budget, make appropriations, declare, and categorize property tax amount or rate; greater tax, encumbrance or expenditure limited

CRW Board Policies – Section 3.1

CRW is required to follow ORS 294.456 to adopt a budget by June 30 each year.

**ANALYSIS** Each budget cycle CRW plans dates for Budget Committee meeting(s), Budget Hearing and adoption of the budget for the next biennium. Selecting the dates for the Budget Committee meetings allows staff to prepare for the meeting(s) and provide the proposed budget prior to the first committee meeting.

Best practices include a calendar (see attached) to complete all phases of the Oregon budget process.

Staff is asking the Board to determine Budget Committee meeting dates within the months of April and May 2021 to ensure completion of the budget process by June 30, 2021. Staff will notify committee members and public of meeting dates.

**CLACKAMAS RIVER WATER  
Budget Calendar– Proposed  
BN 2021-2023**

Budget review and adoption schedule: Budget Committee includes Board of Commissioners

**\*January 14, 2021 (Thurs; Regular Board Meeting)**

- Board appoints Budget Officer (by resolution)
- Schedule date for Budget Committee meeting(s) (by motion)

**\*January 25, 2021 (Mon; Board Work Session)**

- Board meets/interviews Budget Committee Applicants

**\*February 11 or March 11, 2021 (Thurs.; Regular Board Meeting)**

- Board appoints Budget Committee citizen members (by resolution)

**April 7, 2021 (Weds.; Publish notice of all 3 meetings 5 to 30 days before first meeting and post on CRW's Website for not less than 10 days, or publish two notices)**

- Publish Notice of Budget Committee Meeting

**April 15, 2021**

- Distribute Proposed Budget to Budget Committee members, copies available for public

**\*April 22, 2021 (Thurs.; Only one meeting is required, but all must be noticed)**

- Budget Committee meeting – Receive the budget message, Approve budget or schedule additional meetings if necessary

**\*April 26 (Mon.) and May 6 (Thurs), 2021 – (Tentative)**

- Budget Committee meeting(s) – Discuss, Approve budget or schedule additional meetings

**June 2, 2021 (Weds.; Publish notice 5 to 30 days before hearing)**

- Publish Notice of Budget Hearing and Budget Summary

**\*June 10, 2021 (Thurs.; Regular Board Meeting)**

- Budget Hearing for BN 2021-2023
- Adopt Budget for BN 2021-2023 by Resolution

**July 15, 2021 (Thurs)**

- Submit Adopted Budget document to State and other agencies

\*meeting of the Board of Commissioners or Budget Committee



# CLACKAMAS RIVER WATER

## REGULAR BOARD MEETING

January 14, 2021

**SUBJECT** Consideration of General Managers Contract

<b>DRAFT MOTION</b>	Move the Board of Commissioners approve the Employment Agreement for General Manager attached as Exhibit 1, effective as of July 1, 2021, and direct Board President Sherry French to execute the agreement on behalf of CRW.
<b>EFFECTIVE DATE</b>	January 14, 2021

**PRINCIPAL STAFF PERSON** Randy Geller, Harrang Long

**BOARD ACTION REQUESTED**

**DOCUMENTS ATTACHED** Exhibit 1- Clean copy of General Manager Employment Agreement  
Exhibit 2- Redline copy of General Manager Employment Agreement

### Agenda Summary

**BACKGROUND** The General Manager’s current employment agreement will expire June 30, 2021. At the Board’s meeting on December 10, 2020, the Board appointed Commissioners French and Danel to negotiate with the General Manager regarding his employment agreement and to make a recommendation for action by the Board of Commissioners at its January 2021 regular meeting or at a subsequent meeting.

**ANALYSIS** In December 2020, Commissioners French and Danel, with the assistance of legal counsel, negotiated a draft employment agreement with General Manager Todd Heidgerken. Using the existing employment agreement as a starting point, they negotiated the following revisions:

- An updated salary.
- Agreement is effective July 1, 2021 and is for five years with subsequent one-year renewals unless terminated.
- Agreement allows the GM to work remotely consistent with prudent business practices and except as otherwise directed by the Board.
- Agreement eliminates language regarding the access of the Chief Financial Officer to the Board because that is more appropriately dealt with in policy.
- Any outside employment by the GM is subject to prior approval of the Board.

- Every other year, the GM's salary is reviewed in comparison to reasonably comparable water districts in the Portland metropolitan areas, and the parties then determine whether an adjustment to the GM's salary is appropriate.
- Increase in vacation accrual to 16.67 hours per month, which is roughly 25 days per year.
- One-time addition to vacation leave bank of 80 hours.
- Termination, Severance Pay, and Discipline
  - Agreement substitutes standard provisions for termination of an executive-level employee in the event of death or disability.
  - Agreement gives CRW the right to terminate the Agreement without cause with payment of liquidated damages of an amount equal to 50% of GM's annual salary plus the cost of the GM's benefits for 6 months.
  - Agreement provides for termination or discipline "for cause" and more explicitly spells out what constitutes "cause."
  - Agreement provides that GM may be placed on administrative leave (with pay) for up to one month with renewals possible.

The revisions are shown in tracked changes in Exhibit 2.

Commissioners French and Danel recommend that the Board approve the agreement.

**CLACKAMAS RIVER WATER**

**EMPLOYMENT AGREEMENT FOR GENERAL MANAGER**

**THIS EMPLOYMENT AGREEMENT FOR THE GENERAL MANAGER** (“Agreement”) is made and effective as of July 1, 2021, by and between CLACKAMAS RIVER WATER (“CRW”), an Oregon special district, and Todd Heidgerken (“General Manager”), an individual.

**RECITALS**

WHEREAS, CRW is a domestic water supply district organized under Oregon Revised Statutes (ORS) Chapter 264, pursuant to which it has the power to enter into employment contracts;

WHEREAS, CRW and General Manager entered into an employment agreement effective as of April 1, 2016, for the General Manager position, a First Amendment to Clackamas River Water Employment Agreement for General Manager effective as of July 1, 2017, an Amended and Restated Employment Agreement for General Manager effective November 8, 2018, and a First Amendment to Amended and Restated Employment Agreement for General Manager effective January 10, 2019;

WHEREAS, CRW and General Manager wish to enter into this new Agreement;

WHEREAS, CRW desires to employ General Manager as its General Manager on the terms and conditions set forth in this Agreement, and General Manager desires to continue employment with CRW as the General Manager on the terms and conditions specified in this Agreement; and

WHEREAS, CRW and the General Manager desire a written agreement creating a professional and business-like relationship, serving as a basis for effective communication, and avoiding misunderstanding; and by having a clear understanding regarding compensation and the employment relationship, General Manager can more effectively concentrate on CRW business. General Manager plans to diligently, faithfully, and effectively discharge the duties of General Manager and at all times serve and act in the best interests of CRW.

**AGREEMENT**

The parties agree as follows:

- 1. Employment Term.** The Term of this Agreement (the “Term”) shall be for the period from July 1, 2021, through June 30, 2026, and shall renew for one year on July 1 of each successive year thereafter unless otherwise terminated pursuant to Section 6 of this Agreement.

**2. Duties.** General Manager shall serve as the General Manager and perform such duties as are customarily associated with the position of General Manager in accordance with Clackamas River Water Board of Commissioners (the "Board") policy and such duties as may be assigned to him from time to time by the Board. As used in this Agreement, the "Board" or "the Commissioners" shall mean the collective Board or Commissioners acting as a collective Board rather than individual Commissioners. General Manager shall have responsibility for the day-to-day operational control of CRW's operations, but the Board reserves to itself the sole policy making authority and control in establishing fiscal policy. The authority of the General Manager shall be consistent with state law and Board policy and shall include but not be limited to overall management, administration and direction of CRW operations; the hiring, disciplining and discharging of CRW employees and volunteers; recommending policies and procedures to the Board; the execution and administration of CRW policy within budget appropriations and Board resolutions, ordinances or motions. As part of the General Manager's delegated authority, the General Manager shall have authority to enter into employment agreements with subordinate employees containing the standard terms of employment applicable to all CRW employees and monetary terms applicable to such employee. Any agreement or clause relating to severance terms and conditions with a CRW employee must be submitted to the Board in advance for approval prior to signing unless legally advised otherwise. The General Manager shall encourage open communication with the community so as to foster responsive and courteous public service. The General Manager may work remotely to the extent consistent with prudent business practices and except as otherwise directed by the Board.

2.1 Adherence to Policies and Procedures. At all times during the Term of this Agreement, General Manager is required to abide by all applicable Board policies and procedures then in effect, including all CRW employee policies.

2.2 Adherence to Laws, Ordinances and Regulations. At all times during the Term of this Agreement, General Manager is required to abide by all applicable local, state and federal laws, ordinances and regulations.

2.3 Reporting and Evaluation. General Manager shall report to the Board and periodically be evaluated by the CRW Board. The Board of Commissioners shall be encouraged to periodically identify its concerns to the General Manager either through informal 1 on 1 discussion or by more formal methods during Executive Sessions. In November or December of each year, in consultation with the General Manager, the Board will establish goals for the General Manager for the succeeding calendar year. In February of each year, the General Manager will provide the Board with a report on his progress toward achieving the goals set for the previous calendar year. The Board will meet with the General Manager in March or April of each year for the purpose of evaluating and assessing the performance of the General Manager in meeting or progressing toward the goals agreed to by the parties in a forum of the General Manager's choosing (public meeting or executive session).

2.4 Hours of Work. Both parties agree that the General Manager's position is an exempt, executive position that will require the General Manager to devote time outside of normal office hours for CRW's business from time to time. General Manager shall be allowed

to work a flexible workweek, subject to the administrative needs of CRW and shall be allowed to take time off during normal office hours as part of a flexible work schedule.

2.5 Communications. The Board of Commissioners agrees to a principle of noninterference in the administration of CRW necessary for the orderly and efficient implementation of CRW policy as may be established by the Board from time to time. The Commissioners shall ensure that individual members will direct any concerns regarding employees and/or agency operations to the General Manager. General Manager will similarly instruct CRW employees to direct any communication to individual Commissioners or the Board through the General Manager. The parties understand that in case of a conflict or concern with a represented employee, the collective bargaining agreement supersedes this provision. The General Manager shall respond as soon as reasonably possible to inquiries from members of the Board of Commissioners, whether made individually or collectively.

2.6 Outside Employment. General Manager will devote his best professional efforts full time to CRW business. Any outside employment shall not interfere or conflict with the General Manager's duties to CRW and shall be subject to the prior approval of the Board.

2.7 Automobile. The General Manager's duties require the use of an automobile which shall be provided by the General Manager. CRW shall provide an allowance in the gross amount of \$550 per month to compensate the General Manager for the use of his automobile.

2.8 Professional Development. CRW desires the General Manager to participate and represent CRW in professional organizations including but not limited to the American Water Works Association (AWWA) and Special Districts Association of Oregon (SDAO). CRW shall budget and pay for registration, travel and subsistence expenses of the General Manager for professional and official travel, meetings and occasions consistent with professional development of the General Manager, within budgetary appropriations and in accordance with CRW policies and procedures.

2.9 Telecommunications. CRW will issue the General Manager technical devices for work-related communications. All such use of technical devices shall be in accordance with CRW policies and procedures. As an alternative to issuance of a CRW smartphone, the General Manager will receive a telecommunication allowance in the gross amount of \$125 per month.

### **3. Compensation and Benefits.**

3.1 Base Salary. The General Manager's current salary is \$165,630.75 per year. Effective July 1, 2021, CRW shall pay General Manager a gross annual salary of \$173,913.00 per annum, minus applicable local, state and federal tax withholdings and other withholdings that General Manager has authorized, payable at least monthly in accordance with CRW's payroll practices in effect from time to time. Effective on July 1, 2022, and annually every July 1 during the term of this Agreement, the General Manager will receive a "cost of living" increase of two percent (2%) of his gross annual salary, or such greater amount

as the Board of Commissioners may in its discretion establish. The parties mutually agree to review the General Manager's salary stated herein not less than once every other year in comparison to reasonably comparable water districts in the Portland metropolitan area. The parties shall then determine whether an adjustment to the General Manager's salary is appropriate.

3.2 Meritorious Adjustment. Prior to June 20 of each calendar year, the Board may, but has no obligation to, award General Manager a lump sum merit adjustment. Such amount, if approved by the Board would be paid prior to the end of the applicable calendar year and would be paid out of general revenue available for payment of such amounts. The Board shall have the total discretion as to whether to award such merit adjustment and shall have total discretion over the amount of any such merit adjustment. The Board may consider any information available to it when considering whether to award a merit adjustment and the amount of any merit adjustment, including without limitation the General Manager's annual performance evaluation and the General Manager's progress toward achieving goals set by the Board for the prior calendar year. If a merit adjustment is approved by the Board, General Manager, at his option, may use such payment for either additional salary compensation or other forms of indirect compensation such as, but not limited to: deferred compensation or like plan, enhanced life insurance, and/or long-term disability.

3.3 Benefits. General Manager is eligible to participate in CRW's group health and retirement plans under the terms and conditions of these plans and the eligibility requirements. The General Manager shall accrue illness benefits as provided for in CRW's policies and procedures then in effect. CRW will continue paying (or "picking up") the General Manager's six percent (6%) employee contribution to the Public Employees Retirement System, as approved by the CRW Board of Commissioners on July 14, 2016. The General Manager shall accrue vacation time at 16.67 hours per month (equal to 5 weeks per year). Effective July 1, 2021, the General Manager shall receive a one-time addition to his vacation leave bank of 80 hours.

3.4 Dues and Subscriptions. CRW will pay or General Manager will be reimbursed for professional dues and subscriptions necessary for full participation in appropriate associations and organizations relevant to the business of CRW and to General Manager's role as General Manager. Such reimbursement is conditioned upon General Manager's submission of written documentation evidencing these expenses, and must be consistent with CRW's expense reimbursement policies in effect from time to time and budgetary appropriations.

3.5 Deferred Compensation. CRW shall contribute an amount equal to six percent (6%) of the General Manager's gross salary to the General Manager's deferred compensation account. The contributions will be made at least monthly in accordance with CRW's payroll practices.

**4. Reimbursement of Business Expenses.** CRW will reimburse General Manager for all appropriate expenses related to the business of CRW and consistent with CRW's expense reimbursement policies in effect at the time.

**5. Return of Documents and Property.** General Manager acknowledges and agrees that all personal property provided by CRW to the General Manager shall be and remains the property of CRW. At such time as General Manager's employment ends with CRW, the General Manager will immediately deliver to CRW all CRW personal property that the General Manager has in his possession or control and otherwise account for personal property provided by CRW to the General Manager that is not in his possession or control.

**6. Termination, Severance Pay and Discipline.**

6.1 General Manager may terminate this Agreement for any reason upon 30 days' advance written notice to CRW.

6.2 Termination due to Death or Disability

(a) This Agreement shall terminate upon General Manager's death. This Agreement shall also terminate upon General Manager's total disability (within the meaning of either the Public Employees Retirement System or federal Social Security Administration Regulations).

(b) If this Agreement is terminated pursuant to this section 6.2 because of General Manager's death, General Manager's compensation and all other benefits shall terminate as of the calendar month in which death occurs, except that General Manager's estate or other designated beneficiary shall be paid all such death benefits, if any, as may be contained in any benefit plan now in force or hereafter adopted by CRW and due to General Manager pursuant to that plan. In addition, CRW shall pay to General Manager's estate any compensation already fully earned but not yet payable under this Agreement.

(c) If this Agreement is terminated because General Manager becomes totally disabled, General Manager shall continue to receive his salary and any CRW employee benefits in which General Manager has elected to participate for any waiting period under the pertinent long-term disability insurance policy or 90 days, whichever occurs first. After such period of time, all compensation and any employee benefits shall terminate. General Manager has an obligation to make diligent efforts to apply for disability benefits. If General Manager fails to make diligent efforts to apply for disability benefits, CRW's obligations under this section 6.2 shall be discharged.

6.3 Termination by CRW Not for Cause

(a) CRW shall have the right to terminate this Agreement at any time without notice and for any or no reason. Such termination shall be effectuated by delivering to General Manager written notice of CRW's intent to terminate this Agreement without cause and shall be effective upon delivery to the General Manager or upon the date stated in the letter, whichever is later. CRW shall not be obligated to state a reason for termination of General Manager without cause. If CRW exercises its right under this section 6.3, General Manager shall only be entitled to payments, damages or compensation as provided for in

Section 6.3(b). This means that in no event will CRW be obligated to pay to General Manager any amount in excess of the amount provided for in section 6.3(b).

(b) If CRW terminates this Agreement under this Section 6.3, CRW shall pay to General Manager, as liquidated damages, an amount equal to 50% of General Manager's then annual salary plus the cost to CRW of General Manager's benefits for six months. General Manager and CRW have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of this Agreement by CRW under this section 6.3 may precipitate or lead to General Manager's loss of certain salary, benefits, incentive compensation, or other economic advantages or income related to General Manager's employment at CRW, which damages are extremely difficult to determine fairly, adequately, or with certainty. The parties further agree that the payment of such liquidated damages by CRW shall constitute sufficient, adequate, and reasonable compensation to General Manager for any loss, damages or Injury General Manager suffers because of such termination by CRW. General Manager acknowledges that state and federal taxes must be withheld and paid on liquidated damages as required by law.

#### 6.4 Termination for Cause and Discipline

CRW may terminate General Manager's employment or discipline General Manager immediately at any time "for cause" if, as determined solely by CRW in the reasonable exercise of its discretion:

- (a) General Manager acts in a negligent, reckless, wanton, or criminal manner that directly or indirectly affects the interests or reputation of CRW or impairs General Manager's ability to perform his duties;
- (b) General Manager materially violates any CRW policy;
- (c) General Manager materially neglects or fails to perform his duties;
- (d) General Manager engages in any behavior or communication that becomes public and damages the interests or reputation of CRW or impairs General Manager's ability to perform his duties;
- (e) General Manager breaches this Agreement and such breach is not cured to the satisfaction of CRW within thirty (30) days.

Prior to termination or discipline of the General Manager for cause, CRW shall provide the General Manager with written notice of proposed termination or discipline for cause that contains the reason and factual basis of such action. Within ten (10) days of such notice, the General Manager may request an opportunity to respond to the reasons and factual basis provided by CRW. If the General Manager makes such a request to respond, CRW shall, within thirty (30) days, conduct a meeting at which the General Manager may respond to the notice of proposed termination or discipline for cause. Upon termination for cause, the General



Manager's salary and benefits shall cease, but the General Manager shall be entitled to salary and benefits earned but not yet paid.

6.5 Administrative Leave. CRW may place the General Manager on administrative leave for up to one month. Administrative leave may be renewed in the sole discretion of CRW. Administrative leave shall be with full salary and benefits.

7. **Notice.** Unless otherwise provided herein, any notice required or permitted under this Agreement shall be in writing and shall be deemed "given" upon personal delivery to the party to be notified or three business days after deposit with the United States Postal Service, by registered or certified mail, addressed to the party to receive notice at the address set forth below, postage prepaid. Either party may change its address by notice to the other party given in the manner set forth in this Section.

If to General Manager:  
By Hand-Delivery or Mail to

Todd Heidgerken  
17491 Mardee Avenue  
Lake Oswego, OR 97035

If to CRW:  
By Hand-Delivery or Mail to

Clackamas River Water  
CRW Administration Building  
c/o [Board President]  
16770 SE 82<sup>nd</sup> Dr.  
Clackamas, OR 97015

With copy to:

C. Robert Steringer, CRW General Counsel  
Harrang Long Gary Rudnick, P.C.  
1050 SW Sixth Avenue, Suite 1600  
Portland, OR 97204

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter herein, and supersedes any and all other understandings, agreements and contracts, either oral or written, between the parties with respect to the subject matter herein.

9. **Modification.** Except as otherwise specifically provided, the terms and conditions of this Agreement may be amended at any time by mutual agreement of the parties,

provided that any such modification or amendment is in writing and signed by an authorized representative of CRW and General Manager.

**10. No Waiver.** The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations, shall not be a waiver by such party of its right to exercise any such or other right, power or remedy or to demand compliance.

**11. Severability.** In the event that any section or provision of this Agreement shall be held to be illegal or unenforceable, such section or provision shall be severed from this Agreement and the entire Agreement shall not fail as a result, but shall otherwise remain in full force and effect. The parties agree to substitute for the illegal or unenforceable section or provision a section or provision that achieves the economic intent of the illegal or unenforceable section or provision to the extent possible.

**12. Applicable Law.** This Agreement shall be construed and enforced under and in accordance with the laws of the State of Oregon.

IN WITNESS WHEREOF, CLACKAMAS RIVER WATER has caused this Agreement to be signed by its duly authorized Board member, and General Manager has hereunder set his name as of the date of this Agreement.

**CLACKAMAS RIVER WATER**

**By:** \_\_\_\_\_ **Date:**  
Sherry French, President of its Board of Commissioners

**TODD HEIDGERKEN**

**By:** \_\_\_\_\_ **Date:**  
Todd Heidgerken, General Manager

~~AMENDED AND RESTATED~~  
EMPLOYMENT AGREEMENT FOR GENERAL MANAGER

THIS ~~AMENDED AND RESTATED~~ EMPLOYMENT AGREEMENT FOR THE GENERAL MANAGER (~~GM~~) (“Agreement”) is made and effective as of ~~November 8, 2018~~ July 1, 2021, by and between CLACKAMAS RIVER WATER (“CRW”), an Oregon special district, and Todd Heidgerken (“General Manager”), an individual.

RECITALS

WHEREAS, CRW is a domestic water supply district organized under Oregon Revised Statutes (ORS) Chapter 264, pursuant to which it has the power to enter into employment contracts;

WHEREAS, CRW and General Manager entered into an employment agreement effective as of April 1, 2016, for the General Manager position ~~;~~;

~~WHEREAS, CRW and General Manager entered into~~ a First Amendment to Clackamas River Water Employment Agreement for General Manager effective as of July 1, 2017 ~~;~~ an Amended and Restated Employment Agreement for General Manager effective November 8, 2018, and a First Amendment to Amended and Restated Employment Agreement for General Manager effective January 10, 2019;

WHEREAS, CRW and General Manager wish to ~~amend further and restate the terms of their employment agreement~~ enter into this new Agreement;

WHEREAS, CRW desires to employ General Manager as its General Manager on the terms and conditions set forth in this Agreement ~~,~~ and ;

~~WHEREAS,~~ General Manager desires to continue employment with CRW as the General Manager on the terms and conditions specified in this Agreement; and

WHEREAS, CRW and the General Manager desire a written agreement creating a professional and business-like relationship, serving as a basis for effective communication, and avoiding misunderstanding; and by having a clear understanding regarding compensation and the employment relationship, General Manager can more effectively concentrate on CRW business. General Manager plans to diligently, faithfully, and effectively discharge the duties of General Manager and at all times serve and act in the best interests of CRW.

*[Agreement continues on following page]*

## AGREEMENT

The parties agree as follows:

1. **Employment Term.** The Term of this Agreement (the "Term") shall be for the period ~~April 1, 2016~~ from July 1, 2021, through June 30, ~~2021~~2026, and shall ~~mutually~~ renew for one year on July 1 of each successive year thereafter unless otherwise terminated pursuant to Section 6 of this Agreement.

2. **Duties.** General Manager shall serve as the General Manager and perform such duties as are customarily associated with the position of General Manager in accordance with Clackamas River Water Board of Commissioners (the "Board") policy and such duties as may be assigned to him from time to time by the Board. As used in this Agreement, the "Board" or "the Commissioners" shall mean the collective Board or Commissioners acting as a collective Board rather than individual Commissioners. General Manager shall have responsibility for the day-to-day operational control of CRW's operations, but the Board reserves to itself the sole policy making authority and control in establishing fiscal policy. The authority of the General Manager shall be consistent with state law and Board policy and shall include but not be limited to overall management, administration and direction of CRW operations; the hiring, disciplining and discharging of CRW employees and volunteers; recommending policies and procedures to the Board; the execution and administration of CRW policy within budget appropriations and Board resolutions, ordinances or motions. As part of the General Manager's delegated authority, the General Manager shall have authority to enter into employment agreements with subordinate employees containing the standard terms of employment applicable to all CRW employees and monetary terms applicable to such employee. Any agreement or clause relating to severance terms and conditions with a CRW employee must be submitted to the Board in advance for approval prior to signing unless legally advised otherwise. The General Manager shall encourage open communication with the community so as to foster responsive and courteous public service. The General Manager may work remotely to the extent consistent with prudent business practices and except as otherwise directed by the Board.

2.1 Adherence to Policies and Procedures. At all times during the Term of this Agreement, General Manager is required to abide by all applicable Board policies and procedures then in effect, including all CRW employee policies.

2.2 Adherence to Laws, Ordinances and Regulations. At all times during the Term of this Agreement, General Manager is required to abide by all applicable local, state and federal laws, ordinances and regulations.

2.3 Reporting and Evaluation. General Manager shall report to the Board and periodically be evaluated by the CRW Board. The Board of Commissioners shall be encouraged to periodically identify its concerns to the General Manager either through informal 1 on 1 discussion or by more formal methods during Executive Sessions. In November or December of each year, in consultation with the General Manager, the Board will establish goals for the General Manager for the succeeding calendar year. In February of each year, the

General Manager will provide the Board with a report on his progress toward achieving the goals set for the previous calendar year. The Board will meet with the General Manager in March or April of each year for the purpose of evaluating and assessing the performance of the General Manager in meeting or progressing toward the goals agreed to by the parties in a forum of the General Manager's choosing (public meeting or executive session).

2.4 Hours of Work. Both parties agree that the General Manager's position is an exempt, executive position that will require the General Manager to devote time outside of normal office hours for CRW's business from time to time. General Manager shall be allowed to work a flexible workweek, subject to the administrative needs of CRW and shall be allowed to take time off during normal office hours as part of a flexible work schedule.

2.5 Communications. The Board of Commissioners agrees to a principle of noninterference in the administration of CRW necessary for the orderly and efficient implementation of CRW policy as may be established by the Board from time to time. The Commissioners shall ensure that individual members will direct any concerns regarding employees and/or agency operations to the General Manager. General Manager will similarly instruct CRW employees to direct any communication to individual Commissioners or the Board through the General Manager. The parties understand that in case of a conflict or concern with a represented employee, the collective bargaining agreement supersedes this provision. The General Manager shall respond as soon as reasonably possible to inquiries from members of the Board of Commissioners, whether made individually or collectively.

~~2.6 Employee Exception. The CFO shall have a dotted line reporting relationship to the Board President for financial matters only. Should the CFO believe that serious issues exists that are confirmed by the agencies auditors they are to be reported to the Board in writing immediately.~~

2.7-6 Outside Employment. General Manager will devote his best professional efforts full time to CRW business. Any outside employment shall not interfere or conflict with the General Manager's duties to CRW and shall be subject to the prior approval of the Board.

2.8-7 Automobile. The General Manager's duties require the use of an automobile which shall be provided by the General Manager. CRW shall provide an allowance in the gross amount of \$550 per month to compensate the General Manager for the use of his automobile.

2.9-8 Professional Development. CRW desires the General Manager to participate and represent CRW in professional organizations including but not limited to the American Water Works Association (AWWA) and Special Districts Association of Oregon (SDAO). CRW shall budget and pay for registration, travel and subsistence expenses of the General Manager for professional and official travel, meetings and occasions consistent with professional development of the General Manager, within budgetary appropriations and in accordance with CRW policies and procedures.

2.10-9 Telecommunications. CRW will issue the General Manager technical devices for work-related communications. All such use of technical devices shall be in accordance with CRW policies and procedures. As an alternative to issuance of a CRW smartphone, the General Manager will receive a telecommunication allowance in the gross amount of \$125 per month. ~~Supply items used by Manager for CRW business such as paper and ink cartridges will be provided by CRW.~~

### 3. Compensation and Benefits.

3.1 Base Salary. ~~The General Manager's current salary is \$165,630.75 per year.~~ Effective July 1, ~~2018~~2021, CRW shall pay General Manager a gross annual salary of ~~\$156,125~~173,913.00 per annum, minus applicable local, state and federal tax withholdings and other withholdings that General Manager has authorized, payable at least monthly in accordance with CRW's payroll practices in effect from time to time. ~~The Board ratifies all salary adjustments that were made prior to July 1, 2018.~~ Effective on July 1, ~~2019~~2022, and annually every July 1 during the term of this Agreement, the General Manager will receive a "cost of living" increase of two percent (2%) of his gross annual salary, or such greater amount as the Board of Commissioners may in its discretion establish. The parties mutually agree to review the General Manager's salary stated herein not less than once every other year ~~to ensure that he is paid consistent with his peers in the Clackamas River Basin in comparison to reasonably comparable water districts in the Portland metropolitan area. The parties shall then determine whether an adjustment to the General Manager's salary is appropriate.~~

3.2 Meritorious Adjustment. Prior to June 20 of each calendar year, the Board may, but has no obligation to, award General Manager a lump sum merit adjustment. Such amount, if approved by the Board would be paid prior to the end of the applicable calendar year and would be paid out of general revenue available for payment of such amounts. The Board shall have the total discretion as to whether to award such merit adjustment and shall have total discretion over the amount of any such merit adjustment. The Board may consider any information available to it when considering whether to award a merit adjustment and the amount of any merit adjustment, including without limitation the General Manager's annual performance evaluation and the General Manager's progress toward achieving goals set by the Board for the prior calendar year. If a merit adjustment is approved by the Board, General Manager, at his option, may use such payment for either additional salary compensation or other forms of indirect compensation such as, but not limited to: deferred compensation or like plan, enhanced life insurance, and/or long-term disability.

3.3 Benefits. General Manager is eligible to participate in CRW's group health and retirement plans under the terms and conditions of these plans and the eligibility requirements. The General Manager shall accrue ~~vacation and~~ illness benefits ~~all~~ as provided for in CRW's policies and procedures then in effect. ~~For the date of employment the General Manager shall start with a total of three (3) weeks of sick leave and three (3) weeks paid vacation benefits.~~ CRW will continue paying (or "picking up") the General Manager's six percent (6%) employee contribution to the Public Employees Retirement System, as approved by the CRW Board of Commissioners on July 14, 2016. The General Manager shall accrue vacation time at ~~13.33~~16.67 hours per month (equal to ~~4~~5 weeks per year). Effective July 1,

2021, the General Manager shall receive a one-time addition to his vacation leave bank of 80 hours.

3.4 Dues and Subscriptions. CRW will pay or General Manager will be reimbursed for professional dues and subscriptions necessary for full participation in appropriate associations and organizations relevant to the business of CRW and to General Manager's role as General Manager. Such reimbursement is conditioned upon General Manager's submission of written documentation evidencing these expenses, and must be consistent with CRW's expense reimbursement policies in effect from time to time and budgetary appropriations.

3.5 Deferred Compensation. CRW shall contribute an amount equal to ~~two~~ six percent (~~26~~%) of the General Manager's gross salary to the General Manager's deferred compensation account. The contributions will be made at least monthly in accordance with CRW's payroll practices.

4. **Reimbursement of Business Expenses.** CRW will reimburse General Manager for all appropriate expenses related to the business of CRW and consistent with CRW's expense reimbursement policies in effect at the time.

5. **Return of Documents and Property.** General Manager acknowledges and agrees that all personal property provided by CRW to the General Manager shall be and remains the property of CRW. At such time as General Manager's employment ends with CRW, the General Manager will immediately deliver to CRW all CRW personal property that the General Manager has in his possession or control and otherwise account for personal property provided by CRW to the General Manager that is not in his possession or control.

6. **Termination ~~and~~, Severance Pay and Discipline.**

6.1 ~~Either CRW or~~ General Manager may terminate ~~General Manager's employment and~~ this Agreement for any reason upon 30 days' advance written notice to ~~the non-terminating party~~ CRW.

~~6.2 CRW may terminate General Manager's employment and this Agreement immediately upon the occurrence of any one of the following: (i) General Manager's death; or (ii) the Board's belief that that the General Manager is incapable of performing his regular duties. The Board reserves the right to require written certification from the General Managers doctor stating that is capable of performing his duties. If the Board still has concerns then the Board may elect to request additional proof.~~

6.2 Termination due to Death or Disability

(a) This Agreement shall terminate upon General Manager's death. This Agreement shall also terminate upon General Manager's total disability (within the meaning of either the Public Employees Retirement System or federal Social Security Administration Regulations).

(b) If this Agreement is terminated pursuant to this section 6.2 because of General Manager's death, General Manager's compensation and all other benefits shall terminate as of the calendar month in which death occurs, except that General Manager's estate or other designated beneficiary shall be paid all such death benefits, if any, as may be contained in any benefit plan now in force or hereafter adopted by CRW and due to General Manager pursuant to that plan. In addition, CRW shall pay to General Manager's estate any compensation already fully earned but not yet payable under this Agreement.

(c) If this Agreement is terminated because General Manager becomes totally disabled, General Manager shall continue to receive his salary and any CRW employee benefits in which General Manager has elected to participate for any waiting period under the pertinent long-term disability insurance policy or 90 days, whichever occurs first. After such period of time, all compensation and any employee benefits shall terminate. General Manager has an obligation to make diligent efforts to apply for disability benefits. If General Manager fails to make diligent efforts to apply for disability benefits, CRW's obligations under this section 6.2 shall be discharged.

~~6.3 CRW may terminate General Manager's employment and this Agreement for Cause (as defined below) upon giving General Manager not less than thirty (30) days' written notice of such termination. CRW may immediately suspend General Manager's duties and restrict General Manager from access to CRW facilities for cause in the event that CRW makes a determination in good faith that such action is required to protect CRW's interests. "Cause" means the occurrence of one or more of the following events:~~

~~(i) General Manager's willful failure or refusal to comply in any material respect with the CRW policies, procedures, or standards then in effect, or to perform his duties in accordance with this Agreement after notice to General Manager of such failure; or~~

~~(ii) General Manager engages in criminal conduct as defined under local, state or federal law; or~~

~~(iii) General Manager engages in conduct with respect to CRW that is dishonest, fraudulent or makes false or reckless public statements that are materially detrimental to the reputation, character or standing of CRW; or~~

~~General Manager's material breach of this Agreement.~~

### 6.3 Termination by CRW Not for Cause

(a) CRW shall have the right to terminate this Agreement at any time without notice and for any or no reason. Such termination shall be effectuated by delivering to General Manager written notice of CRW's intent to terminate this Agreement without cause and shall be effective upon delivery to the General Manager or upon the date stated in the letter, whichever is later. CRW shall not be obligated to state a reason for termination of General Manager without cause. If CRW exercises its right under this section 6.3, General



Manager shall only be entitled to payments, damages or compensation as provided for in Section 6.3(b). This means that in no event will CRW be obligated to pay to General Manager any amount in excess of the amount provided for in section 6.3(b).

(b) If CRW terminates this Agreement under this Section 6.3, CRW shall pay to General Manager, as liquidated damages, an amount equal to 50% of General Manager's then annual salary plus the cost to CRW of General Manager's benefits for six months. General Manager and CRW have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of this Agreement by CRW under this section 6.3 may precipitate or lead to General Manager's loss of certain salary, benefits, incentive compensation, or other economic advantages or income related to General Manager's employment at CRW, which damages are extremely difficult to determine fairly, adequately, or with certainty. The parties further agree that the payment of such liquidated damages by CRW shall constitute sufficient, adequate, and reasonable compensation to General Manager for any loss, damages or Injury General Manager suffers because of such termination by CRW. General Manager acknowledges that state and federal taxes must be withheld and paid on liquidated damages as required by law.

~~6.4 CRW may elect to pay General Manager his Base Salary in lieu of continued employment during the notice period specified in this Section 6.1 above.~~

~~6.5 In the event the General Manager is terminated by the District prior to the expiration of the term of this Agreement and during such time the General Manager is willing and able to perform the duties of General Manager, then in that event CRW agrees to pay General Manager a lump sum cash payment equal to 6 months' aggregate salary plus benefits for that period; provided, however, that in the event General Manager is terminated pursuant to Sections 6.3 or this contract has expired, CRW shall have no obligation to pay the aggregate severance sum designated in this paragraph.~~

#### 6.4 Termination for Cause and Discipline

CRW may terminate General Manager's employment or discipline General Manager immediately at any time "for cause" if, as determined solely by CRW in the reasonable exercise of its discretion:

(a) General Manager acts in a negligent, reckless, wanton, or criminal manner that directly or indirectly affects the interests or reputation of CRW or impairs General Manager's ability to perform his duties;

(b) General Manager materially violates any CRW policy;

(c) General Manager materially neglects or fails to perform his duties;

(d) General Manager engages in any behavior or communication that becomes public and damages the interests or reputation of CRW or impairs General Manager's ability to perform his duties;

(e) General Manager breaches this Agreement and such breach is not cured to the satisfaction of CRW within thirty (30) days.

Prior to termination or discipline of the General Manager for cause, CRW shall provide the General Manager with written notice of proposed termination or discipline for cause that contains the reason and factual basis of such action. Within ten (10) days of such notice, the General Manager may request an opportunity to respond to the reasons and factual basis provided by CRW. If the General Manager makes such a request to respond, CRW shall, within thirty (30) days, conduct a meeting at which the General Manager may respond to the notice of proposed termination or discipline for cause. Upon termination for cause, the General Manager's salary and benefits shall cease, but the General Manager shall be entitled to salary and benefits earned but not yet paid.

6.5 Administrative Leave. CRW may place the General Manager on administrative leave for up to one month. Administrative leave may be renewed in the sole discretion of CRW. Administrative leave shall be with full salary and benefits.

~~6.6 General Manager is not entitled to any salary or other compensation beyond the effective date of termination of employment or expiration of this Agreement, except as is provided in Section 6.5 above in this Agreement. Should the Board not desire to renew this agreement upon contract termination the Board will provide the General Manager with three (3) months written notice prior to that effective date.~~

**7. Notice.** Unless otherwise provided herein, any notice required or permitted under this Agreement shall be in writing and shall be deemed "given" upon personal delivery to the party to be notified or three business days after deposit with the United States Postal Service, by registered or certified mail, addressed to the party to receive notice at the address set forth ~~above~~below, postage prepaid. Either party may change its address by notice to the other party given in the manner set forth in this Section.

If to General Manager:  
By Hand-Delivery or Mail to

Todd Heidgerken  
17491 Mardee Avenue  
Lake Oswego, OR 97035

If to CRW:  
By Hand-Delivery or Mail to

Clackamas River Water  
CRW Administration Building  
c/o [Board President]  
16770 SE 82<sup>nd</sup> Dr.  
Clackamas, OR 97015

With copy to:

C. Robert Steringer, CRW General Counsel  
Harrang Long Gary Rudnick, P.C.  
1050 SW Sixth Avenue, Suite 1600  
Portland, OR 97204

**8. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter herein, and supersedes any and all other understandings, agreements and contracts, either oral or written, between the parties with respect to the subject matter herein. ~~Without limitation, this Agreement replaces the Clackamas River Water Employment Agreement for General Manager effective April 1, 2016, as amended July 1, 2017, which shall be of no further force or effect upon execution of this Agreement by CRW and General Manager.~~

**9. Modification.** Except as otherwise specifically provided, the terms and conditions of this Agreement may be amended at any time by mutual agreement of the parties, provided that any such modification or amendment is in writing and signed by an authorized representative of CRW and General Manager.

**10. No Waiver.** The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations, shall not be a waiver by such party of its right to exercise any such or other right, power or remedy or to demand compliance.

**11. Severability.** In the event that any section or provision of this Agreement shall be held to be illegal or unenforceable, such section or provision shall be severed from this Agreement and the entire Agreement shall not fail as a result, but shall otherwise remain in full force and effect. The parties agree to substitute for the illegal or unenforceable section or provision a section or provision that achieves the economic intent of the illegal or unenforceable section or provision to the extent possible.

**12. Applicable Law.** This Agreement shall be construed and enforced under and in accordance with the laws of the State of Oregon.

*[Agreement continues on following page]*

IN WITNESS WHEREOF, CLACKAMAS RIVER WATER has caused this Agreement to be signed by its duly authorized Board member, and General Manager has hereunder set his name as of the date of this Agreement.

**CLACKAMAS RIVER WATER**

By: \_\_\_\_\_ Date:  
~~Hugh Kalani~~ Sherry French, President of its Board of Commissioners

TODD HEIDGERKEN

By: \_\_\_\_\_ Date:  
Todd Heidgerken, General Manager

**CLACKAMAS RIVER WATER**

**REGULAR BOARD MEETING**

**January 14, 2021**

**SUBJECT** Consider Contract Approval for on-call electrical services with Team Electric

**DRAFT MOTION** Move that the Board approve the contract with Team Electric for on-call electrical services with a not to exceed amount to \$65,000 and authorize the General Manger to sign on behalf of the Clackamas River Water

**EFFECTIVE DATE** January 14, 2021

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

**BOARD ACTION REQUESTED** Approval of the contract extension

**DOCUMENTS ATTACHED** None

**Agenda Summary**

**BACKGROUND** CRW has a need to have a contract in place for routine electrical services. In December 2020, CRW conducted a solicitation for these services, there were three companies asked to respond and Team Electric was found to be the most competitive, responsive, and responsible bidder.

CRW has used Team Electric for on-call electrical services in the past and has been pleased with their services.

**STAFF RECOMMENDATION** Approve the contract with Team Electric to provide “on call” electrical services with a not to exceed amount of \$65,000.

**CLACKAMAS RIVER WATER  
REGULAR BOARD MEETING**

**January 14, 2021**

**SUBJECT** Consider Approval of Purchase of Information Technology (IT) Equipment

<b>DRAFT MOTION</b>	I move the Board approve the purchase of Information Technology Equipment and approve the General Manager to authorize the payment not to exceed \$75,000.
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<b>EFFECTIVE DATE</b>	January 14, 2021
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**PRINCIPAL STAFF PERSON** Todd Heidgerken, General Manager

**BOARD ACTION REQUESTED** The Board is being asked to approve the purchase of IT Equipment

**DOCUMENTS ATTACHED** None

**Agenda Summary**

**BACKGROUND** This project is to replace CRW's aging Information Technology System which includes a virtual server, 2 firewall systems, 8 IT switches, and 10 wireless systems. These Information Technology System are all over the industry standard of 3-to-5-year replacement. The upgrades are also at a point where the manufacturer does not support updates or replacement components. This project will be a 2-year project to get CRW's Information Technology System current with industry standards. The replacement will include the following components of the Information Technology System:

- 1 of the 3 virtual servers - The server stores CRW's files and allows CRW to run all the different software applications within each department.
- 2 firewalls - the main firewalls controls access between all network device, SCADA firewall control only the SCADA systems.
- 8 switches - the switches are what connect each building and all network devices.
- 10 wireless devices - the wireless devices enable CRW laptop computers and mobile device to connect to the CRW internal network and guess without using any Ethernets connections.
- Additional security and monitoring equipment to address recommendations in the Risk and Resilience Assessment.

**ANALYSIS** The need to replace this equipment was anticipated and included in the BN 19-21 budget with the exception of the additional equipment that is being added in response to the recently completed Risk and Resilience Assessment. By bundling this additional security related equipment with the same order as the budgeted items, CRW will recognize more favorable pricing. In addition, it allows for

better coordination of the installation with the other IT equipment improvements.

**STAFF  
RECOMMENDATION**

Approve the purchase of the IT equipment in an amount not to exceed \$75,000.

# CLACKAMAS RIVER WATER

## REGULAR BOARD MEETING

January 14, 2021

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**SUBJECT** Gross Payroll and Accounts Paid

<b>DRAFT MOTION</b>	Move to approve the consent agenda items as presented
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<b>EFFECTIVE DATE</b>	January 14, 2021
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**PRINCIPAL STAFF PERSON** Carol Bryck, CFO

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

**DOCUMENTS ATTACHED**

- 1) Earnings Statements for December 31, 2020 Payrolls – 3 payrolls - \$425,671.41
- 2) Monthly Check History for December 31, 2020 - \$644,958.30 (net)









MONTHLY CHECK HISTORY LISTING  
 CLACKAMAS RIVER WATER  
 12/1/2020 TO 12/31/2020

BANK	CHECK #	DATE	APBANK	VENDOR	DESCRIPTION	INVOICE	AMOUNT PAID	CHECK TOTAL
	5074	12/02/2020		01959 US BANK	CUSTOMER ANALYSIS	OCT 2020	2,093.17	2,093.17
	5075	12/08/2020		00336 CITISTREET - STATE OF OREGON	VOLUNTARY PAYROLL DEDUCTION:	12-04-20	2,818.43	2,818.43
	5076	12/08/2020		00095 ING	VOLUNTARY PAYROLL DEDUCTION:	PR 12/04/20	19,566.84	19,566.84
	5077	12/16/2020		00029 OREGON PERS	OERS PMT: 1346358 1347147	11/21-12/05/2020	68,362.89	68,362.89
	5078	12/16/2020		01959 US BANK	MERCHANT BILLING - NOV 2020	NOV 20	3,163.91	3,163.91
	5079	12/21/2020		00095 ING	VOLUNTARY PAYROLL DEDUCTION:	PR 12/18/20	5,005.53	5,005.53
	5080	12/21/2020		00336 CITISTREET - STATE OF OREGON	VOLUNTARY PAYROLL DEDUCTION:	12/18/20	2,818.38	2,818.38
	5081	12/22/2020		01959 US BANK	VISA	11/25/20 HOLZGANG	4,261.40	
					VISA	11/25/20 KEOBOUNNAM	4,097.92	
					VISA	11/25/20 TRIPLETT	1,758.13	
					VISA	11/25/20 BJORNSTEDT	1,416.59	
					VISA	11/25/20 BUNYARD	725.98	
					VISA	11/25/20 CUMMINGS	682.49	
					VISA	11/25/20 VOYLES	12.99	
					VISA	11/25/20 RAY	558.36	
					VISA	11/25/20 BRYCK	160.00	
					VISA	11/25/20 LABRIE	417.39	
					VISA	11/25/20 CAMPBELL	99.00	14,190.25
	5082	12/29/2020		01959 US BANK	CUSTOMER ANALYSIS	NOV 2020	3,924.96	3,924.96
	5083	12/30/2020		00336 CITISTREET - STATE OF OREGON	VOLUNTARY PAYROLL DEDUCTION:	12/25/20	2,665.25	2,665.25
	5084	12/30/2020		00095 ING	VOLUNTARY PAYROLL DEDUCTION:	PR 12/25/20	5,001.78	5,001.78
	91603	12/02/2020		00285 ARAMARK UNIFORM SERVICES INC	ACC. #934649000 - BUILDING MAINT. SUPPLI	864656238	84.71	
					ACC. #934649000 - BUILDING MAINT. SUPPLI	86446810	84.71	
					ACC. #934649000 - BUILDING MAINT. SUPPLI	864741328	81.41	250.83
	91604	12/02/2020		00085 CASCADE CENTERS INC	EMPLOYEE ASSISTANCE PROGRAM	103432	110.40	110.40
	91605	12/02/2020		00519 COLONIAL LIFE	NOV 2020, VOLUNTARY PAYROLL DEDUCTION, E	7793862-1205155	320.61	320.61
	91606	12/02/2020		00124 H D FOWLER CO INC	REFUND	C-505871	-151.56	

MONTHLY CHECK HISTORY LISTING  
CLACKAMAS RIVER WATER  
12/1/2020 TO 12/31/2020

BANK	CHECK #	DATE	VENDOR	DESCRIPTION	INVOICE	AMOUNT PAID	CHECK TOTAL
APBANK				PAINT	L5451731 CORRECT	596.40	544.84
	91607	12/02/2020	00327 HR ANSWERS INC	HR CONSULTING SERVICES	44819	840.00	840.00
	91608	12/02/2020	00262 INNOVYZE, INC.	INNOVYZE INFOWATER PRO RENEWAL 20-21	Q-55032	4,100.00	4,100.00
	91609	12/02/2020	00138 MILWAUKIE, CITY OF	6201 SE LAKE RD	24-3520-00 10 -11/20	140.28	140.28
	91610	12/02/2020	00013 NW NATURAL	102924-8 - 9100 SE MANGAN DR	102924-8 10/13-11/12	123.43	123.43
	91611	12/02/2020	00306 OFFICE DEPOT INC	ACCT#90261180 - ID#38683228 - OFFICE SUP	138215656001	116.16	116.16
	91612	12/02/2020	00048 OREGON CITY, CITY OF	ACC: # 04-792203-01 (130825) - OCT 2020	09/30-10/31/20	17.91	17.91
	91613	12/02/2020	02386 PRINCIPAL FINANCIAL GROUP	LIFE, AD&D & LTD, ACC. # 108 1726-10001	OCT/DEC 2020	5,792.07	5,792.07
	91614	12/02/2020	00151 PROVIDENCE OCCUPATIONAL HEALTH	MED EXAM	5143	190.00	190.00
	91615	12/02/2020	00229 RICOH USA, INC.	COPIER LEASE #3745995 - 12/05 TO 1/04/20	1043664011	208.86	208.86
	91616	12/02/2020	03597 CLOUD RECORDS MANAGEMENT SOLUTION	ORMS-0158 / MONTHLY USER FEE PER USER OR	191719	370.20	370.20
	91617	12/02/2020	00577 SPECIAL DISTRICTS ASSOC OREGON	OVERPAYMENT OF VEHICLE REPAIR	VAAP2020067340	381.15	381.15
	91618	12/02/2020	00577 SPECIAL DISTRICTS ASSOC OREGON	ADDITIONAL FREIGHTLINER TRUCK INSURANCE	01/11/2020	225.00	225.00
	91619	12/02/2020	03106 WRIGHT BUSINESS GRAPHICS	NOV PROCESSING	4222815	2,458.27	2,458.27
				NOV PROCESSING	4222816	3,174.82	3,174.82
				NOV PROCESSING	4222814	3,317.92	8,951.01
	91620	12/09/2020	00002 AMERICAN FAMILY LIFE ASSURANCE	ACC: OXNX3 - VOL. PAYROLL DEDUCT. - DEC	659248	1,531.60	1,531.60
	91621	12/09/2020	03777 CAROLLO ENGINEERS INC	FACILITIES MASTER PLAN	193225	6,744.50	6,744.50
	91622	12/09/2020	00227 CLACKAMAS GARBAGE CO INC	ACC. #04370 - TRASH REMOVAL SERVICE-OCT	OCT 2020	344.40	344.40
				ACC. #04370 - TRASH REMOVAL SERVICE-NOV	NOV 2020	344.40	688.80
	91623	12/09/2020	00188 CLARK'S LAWN & GARDEN EQ., LLC	PUMP REPAIR	256109	222.84	222.84
				SAW CHAIN	256108	52.36	275.20
	91624	12/09/2020	00017 CORE & MAIN LP	5 PCS 6870-20	N219363	4,230.00	4,230.00
	91625	12/09/2020	02856 CRYSTAL GREENS LANDSCAPING	LANDSCAPING MAINTENANCE	66946	3,198.00	3,198.00
	91626	12/09/2020	00120 FEDEX	ACCT# 1075-8809-4 - GRANTS PASS LABS	7-180-99962	148.27	148.27

MONTHLY CHECK HISTORY LISTING  
CLACKAMAS RIVER WATER  
12/1/2020 TO 12/31/2020

BANK	CHECK #	DATE	APBANK	VENDOR	DESCRIPTION	INVOICE	AMOUNT PAID	CHECK TOTAL
	91627	12/09/2020		00073 FIRST RESPONSE INC.	MONTHLY MONITORING PATROL DEC 2020	174506	3,284.00	
	91628	12/09/2020		03887 DBA: NAPA AUTO PARTS GENUINE PARTS CO. INC	BATTERY REPLACEMENT KEYPAD	F126302	35.00	3,319.00
	91629	12/09/2020		04080 GREEN GUARD	OIL DRY	4462-00-204345	17.42	17.42
	91630	12/09/2020		00124 H D FOWLER CO INC	FIRST AID SUPPLIES	C500222	1,514.99	1,514.99
	91631	12/09/2020		03240 GARY RUDNIK P HARRANG LONG	9 PCS 1520-10	L5650680	490.68	
	91632	12/09/2020		02570 HOME DEPOT CREDIT SERVICES	25 PCS 1520-10	L5650678	1,363.00	1,853.68
	91633	12/09/2020		00127 ICMA RETIREMENT TRUST- 457	LEGAL SERVICES NOV 20	92504	4,999.20	4,999.20
	91634	12/09/2020		02284 K & D SERVICES OF OREGON INC	BLADES AND SAWZALL	H4017-256427	150.84	150.84
	91635	12/09/2020		04171 LSK GRAPHICS INC.	VOLUNTARY PAYROLL DEDUCTION:	12/4/2020	462.72	462.72
	91636	12/09/2020		04180 MADRONE TECHNOLOGY GROUP INC.	2204-0236 VALVES OETKIN RD	15384	594.00	594.00
	91637	12/09/2020		00353 METRO OVERHEAD DOOR INC	DESIGN LAY OUT AND EDITS	240830-05	325.00	325.00
	91638	12/09/2020		00306 OFFICE DEPOT INC	DATA BACK UP	1354	2,939.00	
	91639	12/09/2020		00373 OREGON AFSCME	CONTRACT WORK	1357	2,750.00	5,689.00
	91640	12/09/2020		03782 PAPE MACHINERY INC.	RIVERSIDE PARK GARAGE	199412	2,699.00	2,699.00
	91641	12/09/2020		03815 PETROCARD INC	ACCT#90261180 - ID#38683228 - OFFICE SUP	138210356001	16.03	16.03
	91642	12/09/2020		00229 RICOH USA, INC.	UNION DUES	PR 11/27/20	945.03	945.03
	91643	12/09/2020		03548 RIVER CITY ENVIRONMENTAL INC	#701 FORD BACKHOE	164411	5,356.96	5,356.96
	91644	12/09/2020		03083 S-2 CONTRACTORS, INC	15-100 WATER QUALITY 2300 PLANT OPS	C664213	530.06	530.06
	91645	12/09/2020		03394 TEAM ELECTRIC COMPANY	COPIER LEASE #3672069 10/20 - 11/19	104286177	342.68	342.68
	91646	12/09/2020		00107 UNITED SITE SERVICES INC	2204-0236 VALVES LINNWOOD	465716	1,260.00	1,260.00
					2214 LEAK REPAIRS NORMAN 62ND AND ALANSA	2068E6	16,900.00	16,900.00
					TROUBLESHOOTING CHLORINATOR	22235	630.00	630.00
					PARK PORTAPOTIES	114-11102301	1,953.28	
					PARK PORTAPOTTIES	114-11242136	1,953.28	3,906.56

MONTHLY CHECK HISTORY LISTING  
CLACKAMAS RIVER WATER  
12/1/2020 TO 12/31/2020

BANK	CHECK #	DATE	APBANK	VENDOR	DESCRIPTION	INVOICE	AMOUNT PAID	CHECK TOTAL
	91647	12/09/2020		00130 WASTE MANAGEMENT OF OREGON	NOV 2020 TRASH REMOVAL SERVICES - RIVERS	9110192-1574-5	899.98	
	91648	12/09/2020		01736 WEST YOST ASSOCIATES	NOV - TRASH REMOVAL SERVICES - 9100 SE M	9110193-1574-4	469.74	1,369.72
	91649	12/16/2020		02663 ACCENT SIGNS. LLC	RRA TASKS 7 ERP TASK 8	2040937	7,199.25	7,199.25
	91650	12/16/2020		00285 ARAMARK UNIFORM SERVICES INC	BADGE PHOTO	20-12-76	11.29	11.29
	91651	12/16/2020		02213 BRAWIN MECHANICAL CORP	ACC. #934649000 - BUILDING MAINT. SUPPLI	864759533	81.41	
	91652	12/16/2020		00317 CDW GOVERNMENT INC.	ACC. #934649000 - BUILDING MAINT. SUPPLI	864768913	81.41	162.82
	91653	12/16/2020		00164 CENTURYLINK	RELOCATE AND INSTALL NEW THERMOSTAT	11511	1,140.00	
	91654	12/16/2020		03325 CHEMTRADE CHEMICALS US LLC	INSPECT COLD OFFICES	11476	195.00	1,335.00
	91655	12/16/2020		02127 CLACKAMAS RIVER WATERPROVIDERS	2 CS MONITORS	4918114	306.04	
	91656	12/16/2020		02555 COMCAST	CREDIT MEMO	4799249	-265.32	40.72
	91657	12/16/2020		01305 DEPT OF ENVIRONMENTAL QUALITY	PHONE SERVICE	503Z05-0025 12/05/20	1,880.14	1,880.14
	91658	12/16/2020		01188 DHS-DRINKING WATER PROGRAM	ALUMINUM SULFATE	92998410-2 3RD QTR FY 2020-21	630.00	630.00
	91659	12/16/2020		03504 ENTERPRISE FLEET MANAGEMENT	PROJECT PARTICIPATION - 3RD QTR FY 2020-	2099723, 12/14-1/13	19,894.00	19,894.00
	91660	12/16/2020		03212 EVOQUA WATER TECHNOLOGIES, LLC	COMCAST MONTHLY CABLE INTERNET - 12/14-1	AQCDP21-0598	243.35	243.35
	91661	12/16/2020		00013 NW NATURAL	2020 AIR CONTAMINANT DISCHARGE PERMIT FE	AQCAO21-0704	1,944.00	
	91662	12/16/2020		00048 OREGON CITY, CITY OF	2020 CLEANER AIR FEE - ANNUAL AIR CONTAM	FY21-23 RENEWAL	544.00	2,488.00
	91663	12/16/2020		00448 OREGON DEPT OF REVENUE	DRINKING WATER CERTIFICATION	FBN4103447	840.00	840.00
	91664	12/16/2020		03815 PETROCARD INC	CUST#488054 TRUCK LEASE 12/01/20-12/31/	904689742 102053-6 10/13-11/12	635.72	635.72
	91665	12/16/2020		00021 PGE	FILTER EXCHANGE ROUTINE MAINTENANCE	10/31 - 11/30	847.33	847.33
					102053-6 - 9100 SE MANGAN DR		439.50	439.50
					PUMPING CHARGES - NOV 2020		4,108.68	4,108.68
					HAZARDOUS WASTE FEE		368.00	368.00
					15-100 WATER QUALITY 2300 PLANT OPS 21-1	L1884674752	792.37	792.37
					WATER TREATMENT PLANT NOV 2020	C669671	28,063.76	
					PUMP STATION NOV 20		15,635.71	

MONTHLY CHECK HISTORY LISTING  
CLACKAMAS RIVER WATER  
12/1/2020 TO 12/31/2020

BANK	CHECK #	DATE	VENDOR	DESCRIPTION	INVOICE	AMOUNT PAID	CHECK TOTAL
APBANK				ADMIN NOV 20	ADMIN NOV 20	2,379.89	46,079.36
	91666	12/16/2020	02383 PROFESSIONAL SRVC. INDUSTRIES	SPECIAL INSPECTION SERVICES 152ND RESERV	719798&723112	1,048.98	1,048.98
	91667	12/16/2020	00151 PROVIDENCE OCCUPATIONAL HEALTH	MEDICAL EXAMS	6539	95.00	95.00
	91668	12/16/2020	00229 RICOH USA, INC.	BLACK AND WHITE	5060913907	40.81	
				BLACK AND WHITE	5060912507	38.13	78.94
	91669	12/16/2020	04227 SOUND FIRE PROTECTION	REFUND RECEIPT #: 004040	REF000185920	1,093.07	1,093.07
	91670	12/16/2020	00024 SOUTH FORK WATER BOARD	WATER PURCHASED - NOV 2020	12/08/20	30,681.60	30,681.60
	91671	12/16/2020	00577 SPECIAL DISTRICTS ASSOC OREGON	JAN HEALTH PREMIUM	03-0054042 1/01/21	58,124.55	
				DEC HEALTH PREMIUM	03-0054042 11/01/20	55,659.90	113,784.45
	91672	12/16/2020	00160 TOP INDUSTRIAL SUPPLY INC	QUICK COUPLERS	110642	868.37	868.37
	91673	12/16/2020	02247 WHA INSURANCE AGENCY INC	MERP ADMIN FEE	12/10/20	50.00	50.00
	91674	12/23/2020	00092 AIRGAS USA INC	BOTTLE RENTAL	9975912069	104.20	104.20
	91675	12/23/2020	00267 ALEXIN ANALYTICAL INC	WM0318 Q4 NOV SWA DBP'S	41550	6,420.00	6,420.00
	91676	12/23/2020	03725 CASCADE BUILDING SERVICES	NOV 2020 CLEANING	95469	8,409.48	8,409.48
	91677	12/23/2020	00317 CDW GOVERNMENT INC.	WIRELESS KEYBOARD	5624271	16.98	16.98
	91678	12/23/2020	00164 CENTURYLINK	PHONE SVC - ACCT#77563747	180445145	4.82	4.82
	91679	12/23/2020	00200 CLACKAMAS COUNTY	ONE CREW	20-2390	425.00	425.00
	91680	12/23/2020	04085 COMPLETE WIRELESS SOLUTIONS	2500 RADIO INSTALL	96376	526.00	
				20-200 RADIO INSTALL	96375	402.50	
				20-100 RADIO INSTALL	93674	449.50	1,378.00
	91681	12/23/2020	01188 DHS-DRINKING WATER PROGRAM	CROSS CONNECTION CERT	CROSS CONN CERT	97.50	97.50
	91682	12/23/2020	00120 FEDEX	ACCT# 1075-8809-4 - GRANTS PASS LABS	7-210-79241	373.93	373.93
	91683	12/23/2020	01844 FERGUSON ENTERPRISES INC	2 PCS PLASTIC FITTINGS	8848704	3.53	
				OMNI REGISTER HEADS 2 PCS 1.5" TO 2"	939772	670.20	
				PLASTIC FITTINGS	8868791	12.56	686.29



MONTHLY CHECK HISTORY LISTING  
CLACKAMAS RIVER WATER  
12/1/2020 TO 12/31/2020

BANK	APBANK	CHECK #	DATE	VENDOR	DESCRIPTION	INVOICE	AMOUNT PAID	CHECK TOTAL
		91684	12/23/2020	00167 GRAINGER INC	TOWELETT VALVE WRENCH WASTE BAGS	9723179793	18.34	
					TING BOLTS AND WRENCH	97347080691	107.64	
					SHAFT COLLARS	9735930779	216.66	363.02
						9738495580	20.38	
		91685	12/23/2020	00123 GRANTS PASS WATER LAB INC	CRYPTO RAW	301505	450.00	
					CRYPTO RAW	301522	450.00	
					CRYPTO RAW	301514	450.00	
					CRYPTO RAW	301510	450.00	
					CRYPTO FINISHED	301515	450.00	
					CRYPTO FINISHED	301506	450.00	2,700.00
		91686	12/23/2020	00327 HR ANSWERS INC	HR CONSULTING SERVICES	44944	720.00	
					TRAINING AND COMP STUDY	43714	1,246.00	1,966.00
		91687	12/23/2020	00127 ICMA RETIREMENT TRUST- 457	VOLUNTARY PAYROLL DEDUCTION:	12/18/2020	459.22	459.22
		91688	12/23/2020	02284 K & D SERVICES OF OREGON INC	LINWOOD AND MONROE POTHOLE	1547	1,912.00	1,912.00
		91689	12/23/2020	03252 L & M APPLIANCE SERVICES	AUTO CLAVE MAINTENANCE	87387	208.00	208.00
		91690	12/23/2020	00133 LES SCHWAB TIRE CENTERS INC	15-200 FOUR TIRES	22700690017	703.96	703.96
		91691	12/23/2020	03238 MURRAYSMITH INC	CONSTRUCTION PERIOD ENGINEERING SERVICES	18-2160-33	10,427.23	10,427.23
		91692	12/23/2020	04229 NTA CONTRACTING INC	REFUND RECEIPT #: 004055	REF000185957	1,200.00	1,200.00
		91693	12/23/2020	00013 NW NATURAL	102924-8 - 9100 SE MANGAN DR	102924-8 11/13-12/15	96.09	96.09
		91694	12/23/2020	00373 OREGON AFSCME	UNION DUES	PR 12/11/20	925.22	925.22
		91695	12/23/2020	02386 PRINCIPAL FINANCIAL GROUP	LIFE, AD&D & LTD, ACC. # 108 1726-10001	DEC 2020	6,082.57	6,082.57
		91696	12/23/2020	00215 RELIABLE FENCE & CONSTRUCTION	REPLACED GATE LOUISE LN	16756	1,500.00	1,500.00
		91697	12/23/2020	03548 RIVER CITY ENVIRONMENTAL INC	HYDRANT MAINT 2204-0232	476505	1,260.00	
					2204-0240 SAMPLE STATION FIR	477037	990.00	
					2214-0256 LEAK REPAIR FISHERS MILL RD	471045	1,105.00	3,355.00
		91698	12/23/2020	00459 SAME DAY AUTO SERVICE INC	15-200 130157 SYSOPS CUST SERVICE	202937	2,321.95	2,321.95
		91699	12/23/2020	02391 VEBA SERVICE GROUP, LLC	HRA VEBA CONTRIBUTION - EMPLOYEE UPON HI	12/21/20	500.00	500.00

MONTHLY CHECK HISTORY LISTING  
 CLACKAMAS RIVER WATER  
 12/1/2020 TO 12/31/2020

BANK	CHECK #	DATE	APBANK	VENDOR	DESCRIPTION	INVOICE	AMOUNT PAID	CHECK TOTAL
	91700	12/23/2020		03106 WRIGHT BUSINESS GRAPHICS	DEC PROCESSING	4223163	587.91	587.91
	91701	12/30/2020		04235 JACK BENZ	UB REFUND CST #033978	REF000186016	29.73	29.73
	91702	12/30/2020		00304 CANTEL SWEEPING	DEC - PARKING LOT SWEEPING - ADMIN (CUST DEC - PARKING LOT SWEEPING - OPS (CUST. #0 DEC - PARKING LOT SWEEPING - RIVERSIDE (	E10477 E10478 E10479	165.00 212.00 150.00	527.00
	91703	12/30/2020		00164 CENTURYLINK	ACC# 503-723-6700 962B - PHONE SERVICES	ACC# 503-723-6700 96	176.66	176.66
	91704	12/30/2020		04234 BRUCE L CHAFFIN	UB REFUND CST #023369	REF000186015	33.95	33.95
	91705	12/30/2020		00188 CLARKS LAWN & GARDEN EQ. LLC	SAW CHAIN AND FILE GUIDE	256600	68.55	68.55
	91706	12/30/2020		00008 CONSOLIDATED SUPPLY CO.	7110-01 03 7150-01 03 - 24 PCS EACH	S010046608.001	6,390.48	6,390.48
	91707	12/30/2020		04193 KEYON DECKER	UB REFUND CST #034057	REF000186017	30.00	30.00
	91708	12/30/2020		03218 DIRECT TRANSPORT INC	BOARD MEETING PACKETS	256552	51.74	51.74
	91709	12/30/2020		02965 FCS GROUP	SDC RELATED SERVICES	3228-22012087	2,760.00	2,760.00
	91710	12/30/2020		04236 MIKE & TERESA FEAR**	UB REFUND CST #038690	REF000186018	18.03	18.03
	91711	12/30/2020		01844 FERGUSON ENTERPRISES INC	300 FT 7700-07 120 FT 7700-10	945026	1,681.20	1,681.20
	91712	12/30/2020		04233 HERTA FOXWORTHY	UB REFUND CST #020830	REF000186014	64.44	64.44
	91713	12/30/2020		04232 SUSAN GREENE	UB REFUND CST #005704	REF000186013	41.34	41.34
	91714	12/30/2020		04237 KIEL HOFFMANN	UB REFUND CST #040788	REF000186019	54.48	54.48
	91715	12/30/2020		02570 HOME DEPOT CREDIT SERVICES	8820-00 112 PCS	H4017-259027	325.68	325.68
	91716	12/30/2020		00127 ICMA RETIREMENT TRUST- 457	VOLUNTARY PAYROLL DEDUCTION:	12/25/2020	456.72	456.72
	91717	12/30/2020		00128 IDEXX DISTRIBUTION CORP.	MICROBIOLOGICAL TESTING REAGENTS	3076009976	7,466.22	7,466.22
	91718	12/30/2020		04231 TIMOTHY KENNEDY	MICROBIOLOGICAL TESTING REAGENTS	3076172040	142.64	7,608.86
	91719	12/30/2020		04171 LSK GRAPHICS INC.	REFUND RECEIPT #: 004017	REF000186012	304.92	304.92
	91720	12/30/2020		04180 MADRONE TECHNOLOGY GROUP INC.	STRATEGIC PLAN POSTER DESIGN	24830-06	475.00	475.00
					ANTIVIRUS SOFTWARE	1358	11,100.00	11,100.00

**MONTHLY CHECK HISTORY LISTING**  
CLACKAMAS RIVER WATER  
12/1/2020 TO 12/31/2020

BANK	CHECK #	DATE	VENDOR	DESCRIPTION	INVOICE	AMOUNT PAID	CHECK TOTAL
APBANK	91721	12/30/2020	00138 MILWAUKIE, CITY OF	3400 E300 VEHICLE MAIN LIGHT PLANT REPAO	INV000497	1,175.84	1,175.84
	91722	12/30/2020	01951 MOSS ADAMS LLP	CLIENT # 607355 - AUDITING SERVICES	102119820	22,050.00	22,050.00
	91723	12/30/2020	00306 OFFICE DEPOT INC	ACCT#90261180 - ID#38683228 - OFFICE SUP	143856351001	224.99	
				ACCT#90261180 - ID#38683228 - OFFICE SUP	143803229001	281.49	
				ACCT#90261180 - ID#38683228 - OFFICE SUP	1438563500001	23.10	529.58
	91724	12/30/2020	00373 OREGON AFSCME	UNION DUES	PR 12/25/20	936.70	936.70
	91725	12/30/2020	00229 RICOH USA, INC.	COPIER LEASE #3745995 - 01/05 TO 02/04/2	104468713	208.86	208.86
	91726	12/30/2020	00229 RICOH USA, INC.	BLACK AND WHITE	5060732164	73.45	73.45
	91727	12/30/2020	03548 RIVER CITY ENVIRONMENTAL INC	2204-0232 HYDRANT MAINT 2214-0256 LEAK R	479665	1,440.00	1,440.00
	91728	12/30/2020	00577 SPECIAL DISTRICTS ASSOC OREGON	WORK COMP INSURANCE RENEWAL 2020-21	35W54042-463, 05/20	34,613.33	34,613.33
	91729	12/30/2020	00282 TERMINIX INTERNATIONAL INC	NOV PEST CONTROL SERVICES - CUST#1703007	403486039	94.00	204.00
	91730	12/30/2020	04226 DUANE & BONNIE TERNES	NOV PEST CONTROL SERVICES - CUST#1703007	403484689	110.00	521.49
	91731	12/30/2020	04238 TRIDENT INDUSTRIES	UB REFUND CST #008112	REF000185917	521.49	186.27
	91732	12/30/2020	00555 TYLER TECHNOLOGIES INC	UB REFUND CST #042548	REF000186020	186.27	36,854.27
	91733	12/30/2020	02854 VERIZON WIRELESS	EDEN INFORUM GOLD SUPPORT - MAINTENANCE	045-321420	36,854.27	
				ACC. #472115222-00001 CELL PHONE CHARGES	9868853710	1,998.91	2,274.53
				CC. #472115222-00002 CELL PHONE CHARGES -	9868853711	275.62	
	91734	12/30/2020	00110 WATER ENVIRONMENT SERVICES	SURFACE WATER AT SE MATHER DRIVE. 12/1 T	03-14578-01 DEC 20	160.65	436.80
				SURFACE WATER AT SE 82ND DRIVE. 12/1 TO	03-05879-01 DEC 2020	276.15	
	91735	12/30/2020	02373 WORLD CUP COFFEE & TEA SERVICE	COFFEE AND TEA	0173193	252.50	252.50
	91736	12/30/2020	04239 ZOCHERT FENCE CO INC	UB REFUND CST #044648	REF000186021	89.19	89.19

**APBANK TOTAL: 644,958.30**

**TOTAL CHECKS: 644,958.30**

145 CHECKS IN THIS REPORT

# CLACKAMAS RIVER WATER

## REGULAR BOARD MEETING

January 14, 2021

SUBJECT Cash Position and Transfers

<b>DRAFT MOTION</b>	<b>Move to approve the consent agenda</b>
<b>EFFECTIVE DATE</b>	January 14, 2021

PRINCIPAL STAFF PERSON Carol Bryck, CFO

BOARD ACTION REQUESTED Approve the consent agenda items.

DOCUMENTS ATTACHED None

### Agenda Summary

BACKGROUND Cash and Investment Position as of December 31, 2020 is:

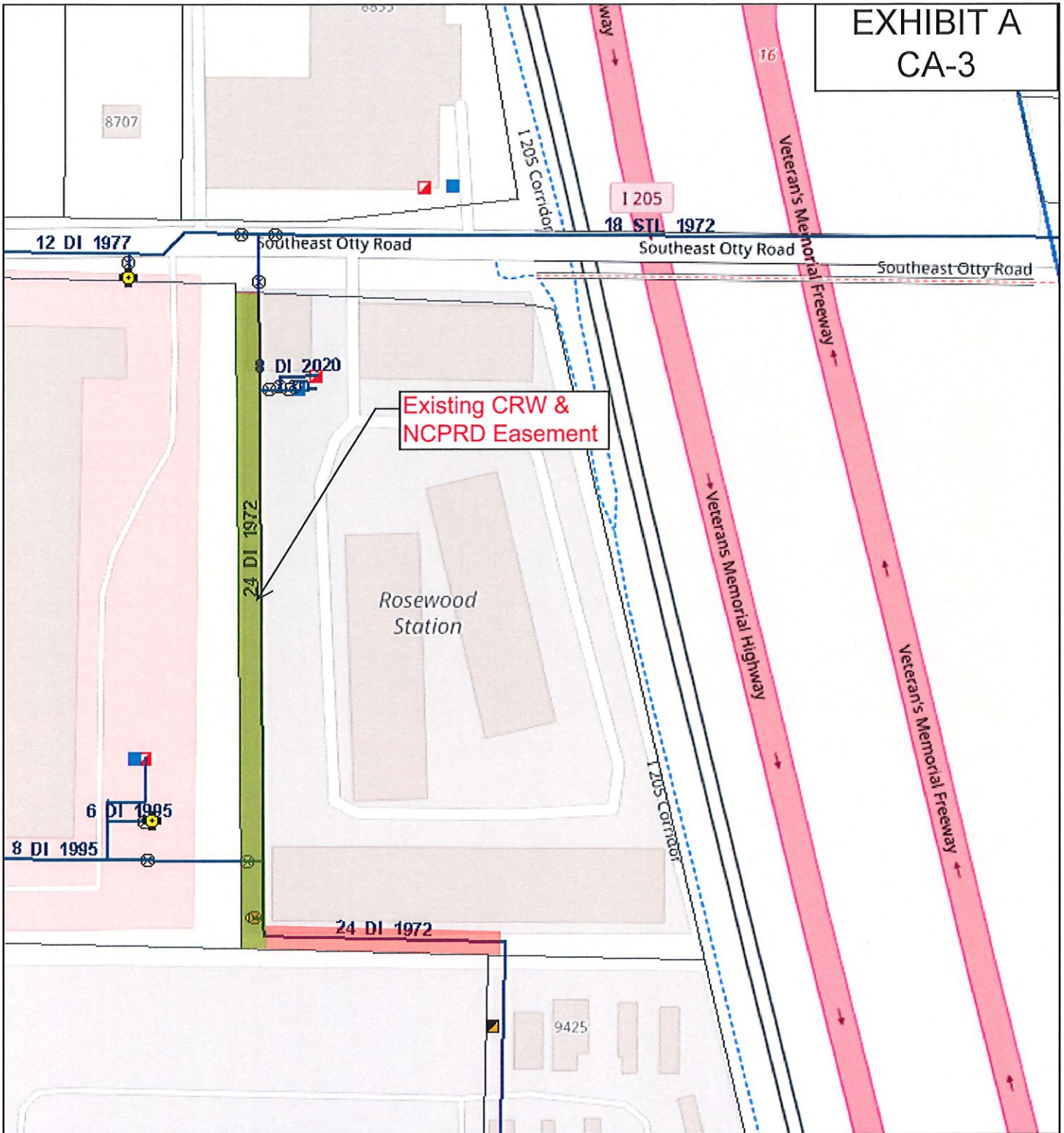
	General Checking	LGIP	Total
Balance as of 11/30/2020	\$ 3,139,068	\$ 13,016,098	\$ 16,155,166
Cash receipts	971,308		971,308
Payroll	(425,671)		(425,671)
A/P checks	(644,958)		(644,958)
Bond and other electronic payments			-
Transfers between accounts			-
Balance as of 12/31/2020	\$ 3,039,747	\$ 13,016,098	\$ 16,055,845

Interest Earnings for December are not included.



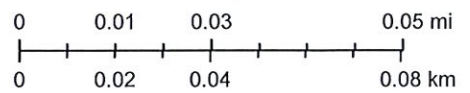
# Rosewood

EXHIBIT A  
CA-3



December 23, 2020

1:1,586



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**EXHIBIT B**  
**CA-3**

AFTER RECORDING RETURN TO:

North Clackamas Parks and Recreation District  
150 Beaver Creek Rd. Oregon City, OR 97045  
Attn: \_\_\_\_\_

**TRAIL EASEMENT AGREEMENT**

THIS TRAILS EASEMENT AGREEMENT (the "Agreement") is made effective this \_\_\_ day of November, 2020 (the "Effective Date"), by and between Pedcor Investments-2016-CLV, Limited Partnership, an Oregon limited partnership ("Pedcor" or "Grantor"), the North Clackamas Parks and Recreation District ("NCPRD" or "Grantee") and the Clackamas River Water, a municipal corporation of the State of Oregon ("CRW").

**WITNESETH**

WHEREAS, Grantor is the record owner of certain property located at 8810 SE Otty Rd., Clackamas, OR 97086, as further described on the attached Exhibit A, (hereinafter the "Grantor Property" or "Servient Estate");

WHEREAS, Grantor has, or intends, to develop the Grantor Property into a residential multifamily apartment community, more commonly known as "Rosewood Station Apartments";

WHEREAS, pursuant to that certain Easement Agreement, dated as of May 2, 1972, Elsie Lowen Flagg, as the prior owner of the Grantor Property, granted in favor of the Clackamas Water District, n/k/a Clackamas River Water, a municipal corporation of the State of Oregon ("CRW") certain easement rights within Grantor's Property (the "CRW Easement"), as more fully described within such CRW Easement;

WHEREAS, subject to Section 2 "Conditions of Approval", of that certain Notice of Land Use Decision, decision date October 20, 2016, with Case File No.: November 1, 2016 (the "Land Use Decision"), the Engineering Division Conditions require Grantor to grant a minimum 20-ft wide public easement in favor of the North Clackamas Parks and Recreation District ("NCPRD"), for the development of the Phillips Creek Trail, along the entire west property line of the Grantor Property (the "Trail Easement");

WHEREAS, all or a portion of the proposed Trail Easement will exist within the already established CRW Easement;

WHEREAS, Grantor desires grant, Grantee desires to accept and CRW desires to consent to the establishment of certain rights to locate, access and maintain the Trail Easement over a portion of the Grantor Property as further detailed herein and to otherwise establish other rights and obligations of the parties as provided herein.

## AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed upon by the parties as follows:

1. **Grant.** Grantor, as owner of the Grantor Property, hereby grants and conveys to Grantee, a permanent easement over, under and across that portion of the Grantor Property as further described within Exhibit B (the "Trail Easement Area"), and depicted within Exhibit C, and constructed in substantially similar form as depicted in Exhibit D, each being attached hereto and incorporated herein by reference.
2. **Purpose.** This Trail Easement is granted for the purpose of constructing, installing, reconstructing, repairing, operating and maintaining the Phillips Creek Trail (the "Trail"), as a recreational trail open to the public for non-motorized travel. Grantee, its agents, contractors and the public shall have the right to enter upon the Trail Easement Area for such purposes. Grantee, its agents or contractors will not cause any unnecessary damage or commit any waste upon the above-described Trail Easement Area. Notwithstanding the rights granted to Grantee, its agents and contractors and the public within this Section 2, CRW shall retain all of its right, title and interest in that portion of the Grantor Property as detailed within the CRW Easement. Nothing herein shall be construed to limit and/or restrict CRW's rights as granted within the CRW Easement.
3. **Grantor's Retained Rights.** Except for the rights of use granted in above Paragraph 2 and/or within the CRW Easement, Grantor reserves all other rights of ownership of the Trail Easement Area, provided that Grantor's exercise of such rights does not prohibit Grantee's and/or CRW's authorized use as described above in Paragraph 2 and/or as described within the CRW Easement.
4. **Subordination.** The Trail Easement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the Grantor Property, whether or not of record. The use of the word "grant" shall not imply any warranty on the part of the Grantor with respect to the Trail Easement or the Trail Easement Area.
5. **Additional Terms and Conditions of the Trail Easement.** The Trail Easement shall be subject to the following terms and conditions:
  - a. Grantee shall be responsible for any costs incurred to construct, install, reconstruct, repair, operate and maintain the Trail and all impacted surrounding areas, if any;
  - b. Once Grantee constructs the Trail it shall be responsible for NCPRD and Clackamas County ordinances related to the appropriate use of the Trail including removal of unauthorized users.
  - c. This grant of easement shall be considered to give Grantee exclusive rights to the real property described herein, subject to existing exceptions of record;
  - d. To the extent allowed by the Oregon Constitution and the Oregon Tort Claims Act, Grantee releases Grantor and all of Grantor's officers, directors, shareholders and employees of Grantor from, and covenants and agrees that neither Grantor nor any officers, directors shareholders or employees of Grantor shall be liable for, and Grantee agrees to indemnify and hold Grantor and all officers, directors,



shareholders and employees of Grantor harmless against, any and all claims, actions, proceedings, damages, liabilities, costs and expenses incurred, excluding all attorney's fees arising in connection with each such claim, action of proceeding from or in connection with: (i) the conduct, operation or management of the Trail or of any business therein, or any work or thing whatsoever done, or any condition created therein or therein; (ii) any act, omission, or negligence of Grantee or any of its licensee or its or their partners, directors, officers, agents, employees, invitees or contractors; and (iii) any incident, injury damage whatever occurring in, at or upon the Trail Easement except that caused by any action(s) of omissions on the part of the Grantor, its officers, directors, shareholders or employees.

6. **Duration.** This Easement Agreement shall be perpetual in duration unless terminated by mutual written agreement of the parties. Grantor expressly intends this Trail Easement to run with the land and that this Trail Easement shall be binding upon Grantor's successors and assigns.
7. **Fees.** Grantee alone shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against Grantee's interest in the Trails Easement Area, or against any of Grantor's real property as a result of the Trail Easement granted herein.
8. **Consent by CRW.** Pursuant to that certain CRW Easement (insert recording #), CRW has certain rights to a portion of the Grantor Property for the purpose of installing, maintaining, controlling, ~~operating, locating, relocating, and removing pipeline~~ or lines and installations and facilities, including fire attachments, for the transmission of water pertaining to grantee's operation, as more fully described within such CRW Easement. Subject to the terms and conditions of said CRW Easement, Grantor, its heirs and assigns, shall have the right to reasonably use and enjoy the portion of the Grantor Property encumbered by the CRW Easement, for all purposes which do not interfere or are not inconsistent with the use by the grantee for the purpose stated within the CRW Easement. CRW hereby consents to the grant of the Trail Easement by Grantor and further consents that in the event CRW, its agents or employees, shall negligently cause damage to the property of Grantor and/or improvements installed by NCPRD, as permitted pursuant to this Agreement, CRW will pay a reasonable sum for the damage done. CRW's consent to the Trail Easement shall be conditioned upon the following terms and conditions:
  - a. Ninety (90) days prior to the commencement of construction within the Trail Easement, NCPRD shall provide Grantor and CRW plans and specifications detailing the work to be completed within the Trail Easement. Upon receipt, CRW and Grantor shall have a period of not less than thirty (30) days in which to review and approve such plans and specs, with such approval not to be unreasonably withheld. In the event either party shall fail to provide comments and/or approval within such 30-day period, such party shall be deemed to have approved the plans and specs as presented;
  - b. Installation of improvements within the Trail Easement shall not include trees or large shrubs, and the placement of all landscaping (to include "type" of such vegetation, if any), shall be included within the plans and specs provided to Grantor and CRW for review;

- c. To the extent CRW performs any maintenance and/or repairs to the waterline within the CRW Easement, and such work will be reasonably foreseeable to cause any modification to, interruption in use of, or damage to the NCPRD trail, trail-bed, landscaping or signs, except in the case of an emergency, CRW shall provide NCPRD with fourteen (14) days prior notice of such work CRW shall only be required to restore the surface of the property to the condition in which such property existed, including any landscaping, prior to the construction of the Trail. In the case of an emergency, CRW will notify NCPRD as soon as reasonably possible. CRW shall not be responsible for replacing trees/shrubbery, signs and/or hard surfaces which were installed subsequent to the establishment of the Trail Easement, which may result due to maintenance or replacement of the CRW waterline;
- d. In the event NCPRD and/or Grantor shall negligently cause damage to the improvements installed by CRW, as permitted pursuant to this Agreement or the CRW Easement, NCPRD and/or Grantor, as the case may be, will pay a reasonable sum to CRW for the damage done.
- e. NCPRD hereby acknowledges and agrees not to utilize any Portland cement concrete pathways within the Trail Easement; and
- f. NCPRD shall use all reasonable efforts to minimize the size, location and number of signs to be located within the Trail Easement existing on Grantor Property.

9. **Modification.** No amendment to or modification of this Agreement shall be valid unless the same is in writing, signed by the parties or by such successors of the parties who are at that time bound by the terms hereof.

10. **Notices.** All notices required or permitted to be given shall be in writing and shall be deemed given and received upon personal service or deposit in the United States mail, certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

To Grantor: Pedcor Investments-2016-CLV, Limited Partnership  
 One Pedcor Square  
 770 3<sup>rd</sup> Avenue S.W.  
 Carmel, IN 46032  
 Attention: Thomas G. Crowe

To Grantee: North Clackamas Parks and Recreation District  
150 Beaver Creek Rd. \_\_\_\_\_  
Oregon City, OR 97045 \_\_\_\_\_  
Attn:  
(503) \_\_\_\_ - \_\_\_\_  
Email: \_\_\_\_\_

Copy to: Clackamas River Water  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The foregoing addresses may be changed by written notice, given in the same manner. Notice given in any manner other than the manner set forth above shall be effective when received by the party for whom it is intended. Telephone, fax numbers, and email addresses are for information only.

- 11. **Recording.** Grantee shall have the right, at Grantee's expense, to record a fully executed original of this Agreement in the Official Records of Clackamas County, Oregon.

[SIGNATURE PAGE TO FOLLOW]

DRAFT

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the dates written below, effective on the date this Easement Agreement has been fully executed (the "Effective Date").

GRANTOR:

PEDCOR INVESTMENTS-2016-CLV, LIMITED PARTNERSHIP  
an Oregon limited partnership

By: Rosewood Station Housing Company, LLC  
an Indiana limited liability company  
its General Partner

By: Pedcor Investments, A Limited Liability Company  
a Wyoming limited liability company  
Its Manager

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

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF HAMILTON    )

**DRAFT**

Before me, a Notary Public in and for said County and State, personally appeared Thomas G. Crowe, Executive Vice President of Pedcor Investments, A Limited Liability Company, a Wyoming limited liability company, which is the Manager of Rosewood Station Housing Company, LLC, an Indiana limited liability company, which is the General Partner of Pedcor Investments-2016-CLV, Limited Partnership, an Oregon limited partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Trail Easement Agreement for and on behalf of Pedcor Investments-2016-CLV, Limited Partnership.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and official seal in said County, State of Indiana, as of this \_\_\_\_ day of \_\_\_\_\_, 2020.

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Signature:

County of Residence:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Name Printed:

GRANTEE:

NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

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

STATE OF OREGON            )  
  ) SS:  
COUNTY OF CLACKAMAS    )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, being the \_\_\_\_\_ of the North Clackamas Parks and Recreation District, who, after having been duly sworn, acknowledged the execution of the foregoing Trail Easement Agreement for and on behalf of the North Clackamas Parks and Recreation District.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and official seal in said County, State of Oregon, as of this \_\_\_\_ day of \_\_\_\_\_, 2020.

My Commission Expires:

\_\_\_\_\_

Notary Signature:

\_\_\_\_\_

County of Residence:

\_\_\_\_\_

Notary Name Printed:

\_\_\_\_\_

DRAFT

ACKNOWLEDGED & AGREED TO BY:

CLACKAMAS RIVER WATER  
a municipal corporation of the State of Oregon

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

STATE OF OREGON            )  
  ) SS:  
COUNTY OF CLACKAMAS    )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, being the \_\_\_\_\_ of the Clackamas River Water, a municipal corporation of the State of Oregon, who, after having been duly sworn, acknowledged the execution of the foregoing Trail Easement Agreement for and on behalf of the Clackamas River Water.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and official seal in said County, State of Oregon, as of this \_\_\_\_ day of \_\_\_\_\_, 2020.

My Commission Expires:

\_\_\_\_\_  
Notary Signature:  
County of Residence: \_\_\_\_\_  
\_\_\_\_\_  
Notary Name Printed:

**DRAFT**

**EXHIBIT A****[DESCRIPTION OF THE LAND]**

A TRACT OF LAND LOCATED IN SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED AS PARCEL 2, IN DEED DOCUMENT NO. 2016-089350, CLACKAMAS COUNTY DEED RECORDS, THENCE ALONG THE WESTERLY LINE OF SAID DEED DOCUMENT, NORTH 01°02'02" WEST, 640.18 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SE OTTY ROAD, BEING 20.00 FEET FROM THE CENTERLINE THEREOF; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 89°02'10" EAST, 83.97 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY LINE, BEING A POINT OF INTERSECTION WITH THAT RIGHT OF WAY DEDICATION RECORDED AS DEED DOCUMENT NO. 72-12686, CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID DEDICATION DEED AND THE SOUTHERLY LINE OF THAT DEDICATION RECORDED AS DOCUMENT NO. 71-30200, CLACKAMAS COUNTY DEED RECORDS, SOUTH 80°48'03" EAST, 220.30 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 205, AS DEDICATED IN DEED DOCUMENT NO. 71-30200, CLACKAMAS COUNTY DEED RECORDS AND A POINT OF NON-TANGENT SPIRAL CURVATURE; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE ALONG A 115.00 FOOT OFFSET OF A 400 FOOT SPIRAL CURVE, THE CHORD OF WHICH BEARS SOUTH 13°27'25" EAST, 255.60 FEET TO A POINT OF TANGENCY; THENCE SOUTH 13°43'36" EAST, 372.73 FEET TO THE SOUTHERLY LINE OF SAID DEED DOCUMENT NO. 2016-089350; THENCE ALONG SAID SOUTHERLY LINE, NORTH 89°03'17" WEST, 437.86 FEET TO THE POINT OF BEGINNING.

A-1

EXHIBIT B

LEGAL DESCRIPTION

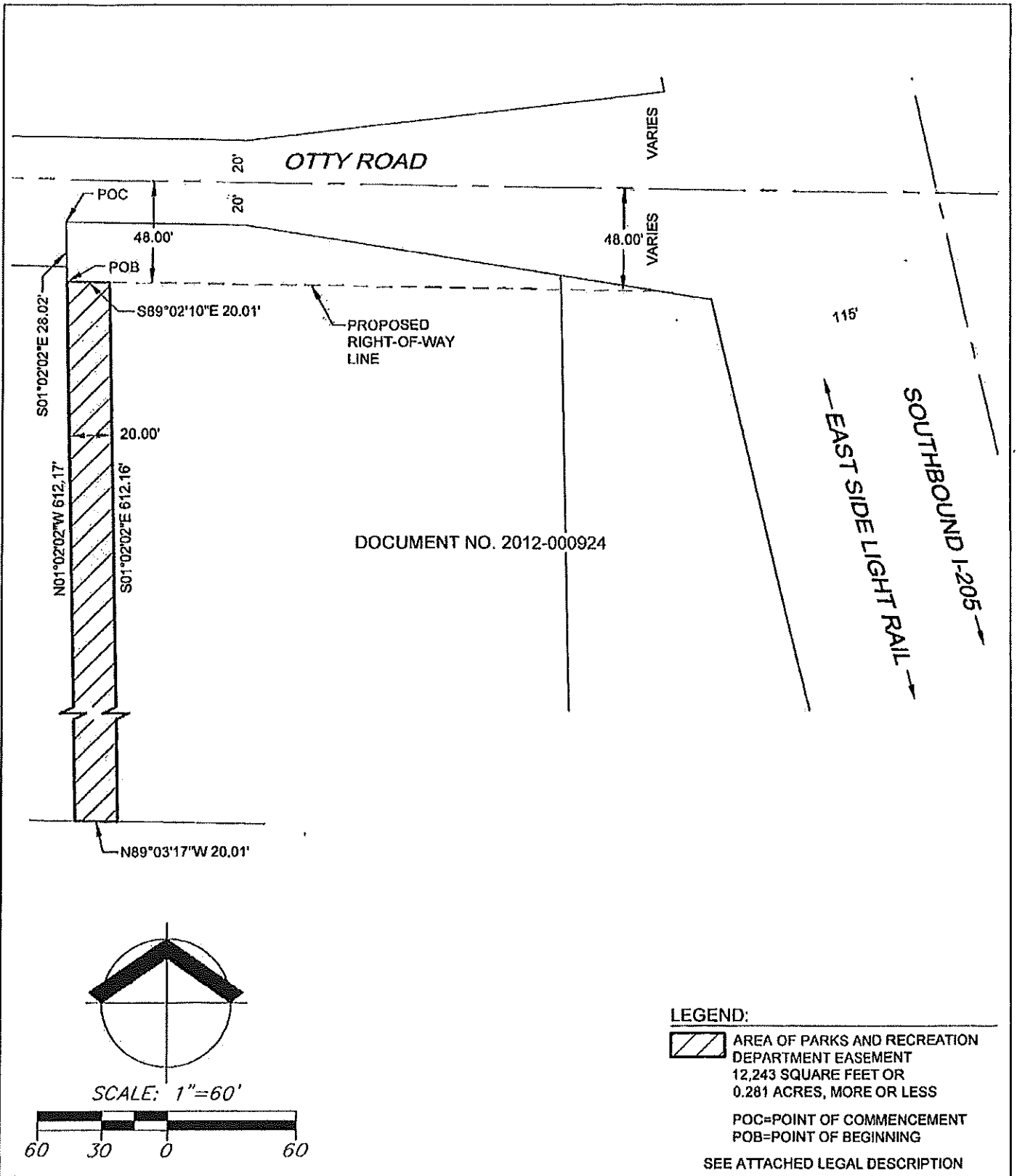
A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED DOCUMENT NO. 2012-000924, CLACKAMAS COUNTY DEED RECORDS, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING AT THE INTERSECTION OF THE NORTHWEST CORNER OF SAID TRACT OF LAND AND THE SOUTHERLY RIGHT OF WAY LINE OF OTTY ROAD (40.00 FEET WIDE), SAID POINT BEING 20.00 FEET SOUTHERLY OF THE CENTERLINE OF SAID OTTY ROAD; THENCE ALONG THE WESTERLY LINE OF SAID TRACT OF LAND, SOUTH 01°02'02" EAST, 28.02 FEET TO THE POINT OF BEGINNING; THENCE 48.00 FEET SOUTHERLY OF AND PARALLEL WITH SAID CENTERLINE, SOUTH 89°02'10" EAST, 20.01 FEET; THENCE 20.00 FEET EASTERLY OF AND PARALLEL WITH SAID WESTERLY LINE, SOUTH 01°02'02" EAST, 612.16 FEET TO THE SOUTHERLY LINE OF SAID TRACT OF LAND; THENCE ALONG SAID SOUTHERLY LINE, NORTH 89°03'17" WEST, 20.01 FEET TO SAID WESTERLY LINE; THENCE ALONG SAID WESTERLY LINE, NORTH 01°02'02" WEST, 612.17 FEET TO THE POINT OF BEGINNING.**

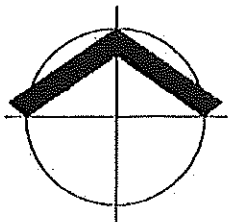
CONTAINS 12,243 SQUARE FEET OR 0.281 ACRES, MORE OR LESS.



EXHIBIT C




DOCUMENT NO. 2012-000924



SCALE: 1"=60'



LEGEND:

 AREA OF PARKS AND RECREATION DEPARTMENT EASEMENT  
12,243 SQUARE FEET OR  
0.281 ACRES, MORE OR LESS

POC=POINT OF COMMENCEMENT  
POB=POINT OF BEGINNING

SEE ATTACHED LEGAL DESCRIPTION

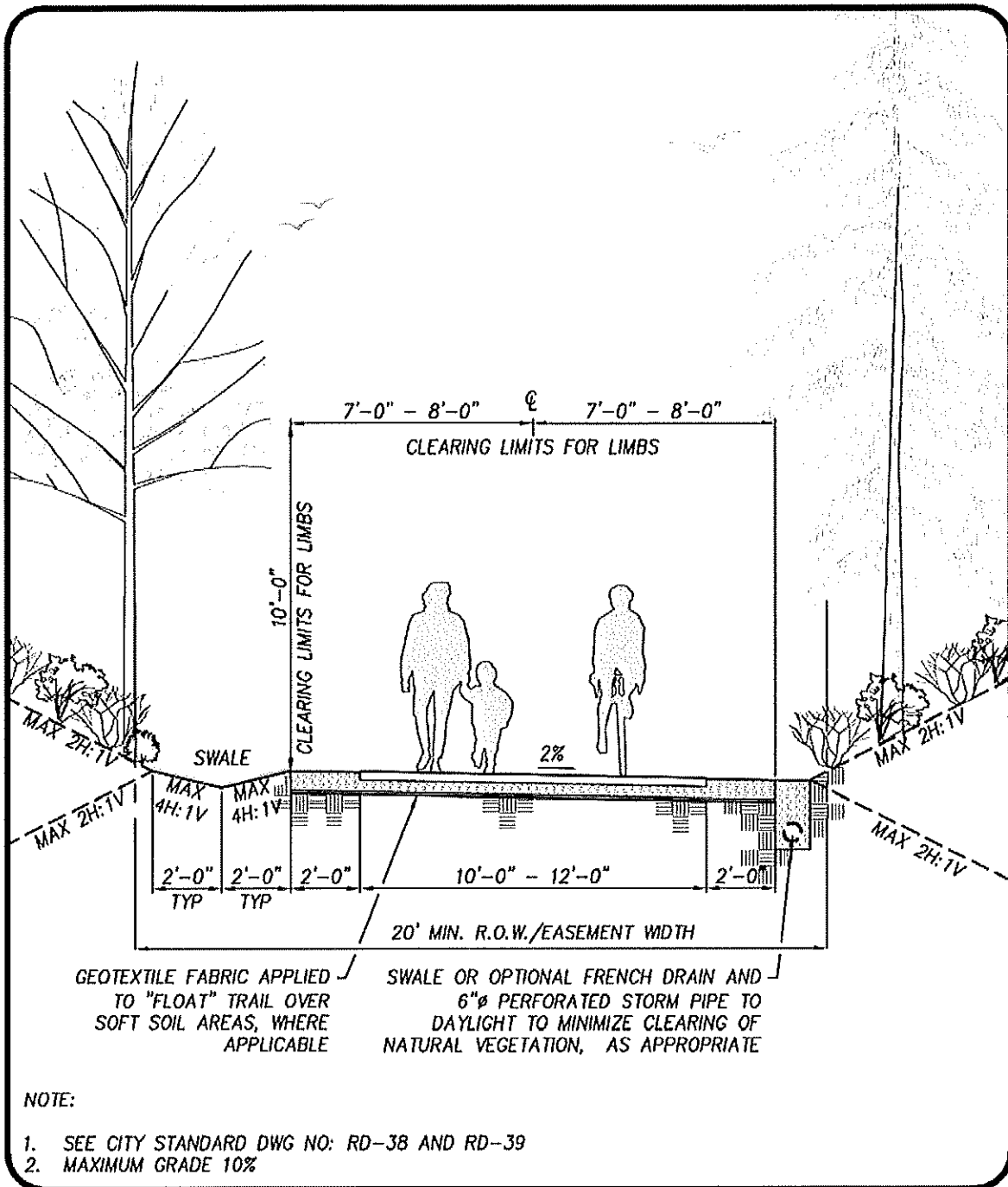


6720 SW MACADAM AVE, SUITE 200  
PORTLAND, OR 97219  
TEL: (503) 419-2500 FAX: (503) 419-2600  
www.cardno.com

EXHIBIT "B"  
PARKS AND RECREATION  
DEPARTMENT EASEMENT

SW 1/4 OF S28, T1S, R2E, WILLAMETTE MERIDIAN  
CLACKAMAS COUNTY, OREGON

PROJECT NO. 21511060  
DATE: 8/24/2017  
BY: TLB  
SCALE: 1"=60'  
PAGE NO. 2 OF 2



Typical Asphaltic Concrete Trail Section

# CLACKAMAS RIVER WATER

Agenda Item  
CA - 4

## REGULAR BOARD MEETING

January 14, 2021

**SUBJECT** Project Acceptance: Accept Assets Constructed Under the Glencoe Townhomes development, CIP 20-5261

**DRAFT MOTION** I move to approve the "Notice of Acceptance" for the Glencoe Townhomes development, to establish the project completion date and authorize the General Manager's signature on said Notice of Acceptance.

**EFFECTIVE DATE** January 14, 2021

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

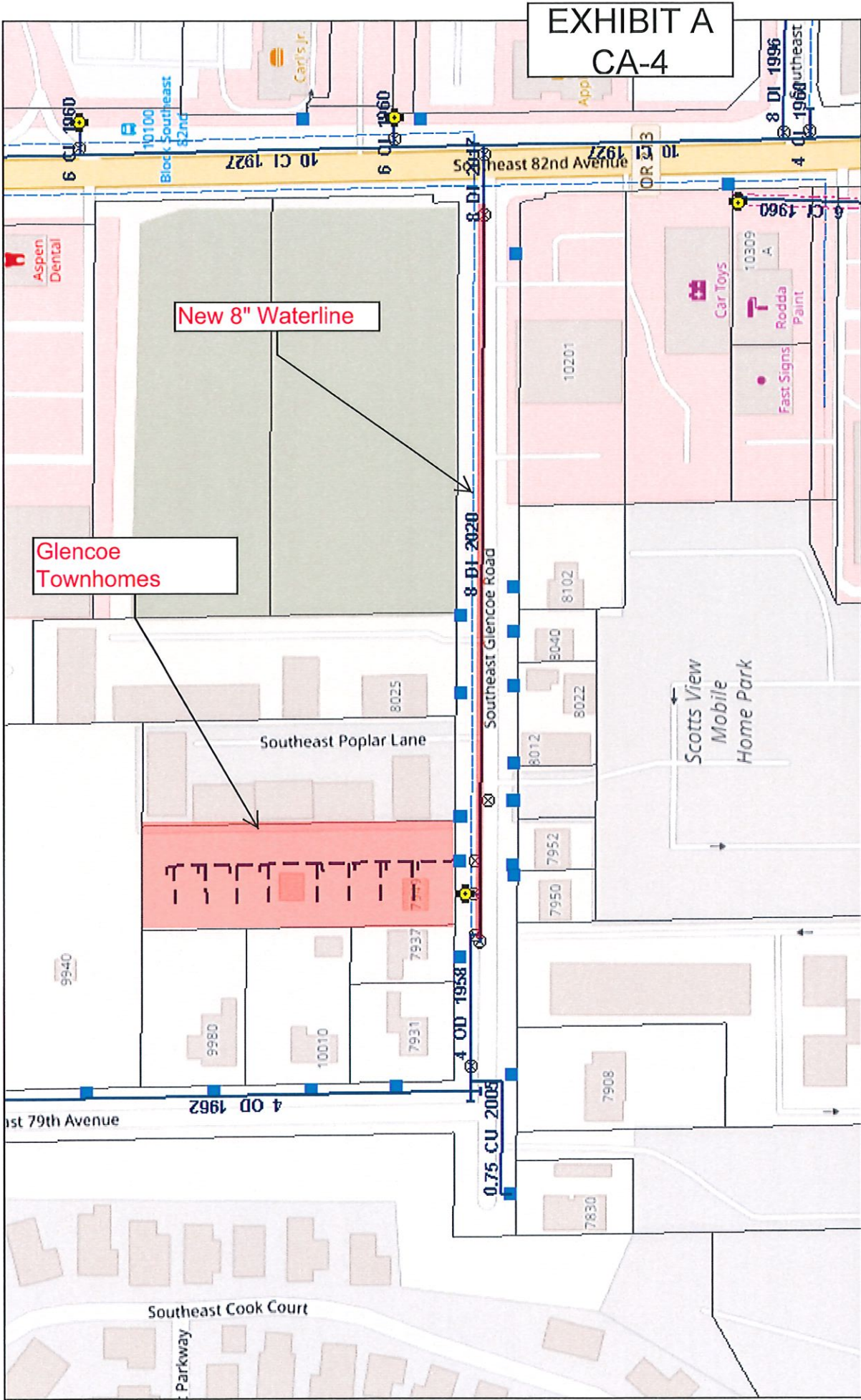
**BOARD ACTION REQUESTED** The Board is requested to accept the water system constructed under the Glencoe Townhomes development project.

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

**BACKGROUND** **Agenda Summary**  
This project was a water main replacement with increased size to provide fire protection capacity at the development. The new 685-foot long, 8-inch pipeline replaced old 4-inch steel piping. A new fire hydrant was installed at the frontage of the development and eleven service lines along the pipe route were also replaced.

**STAFF RECOMMENDATION** Staff recommends the Board approve the Notice of Acceptance for the Glencoe Townhomes development project.

# Glencoe Townhomes



January 4, 2021



EXHIBIT B  
CA-4

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: GLENCOE TOWNHOMES - WATERLINE EXTENSION  
Owner: FREDERICK G. SHERVEY CONSTRUCTION INC.  
Asset Location: Township 1S Range 2E Section 2900 Tax Lot(s) 1200

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) 8-INCH DUCTILE IRON  
Developer Engineering Costs for water related facilities \$ 18,000  
Water Mains (including fittings): 685 L.F.ft. \$ 83,500  
Fire hydrant(s): ONE (1) \$ 12,000  
Number of Services: ELEVEN (11) \$ 55,000  
Total Asset Value: \$ 168,500

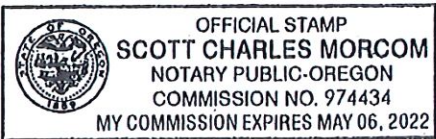
The asset herein described is hereby transferred to Clackamas River Water effective at the time of signature or as specified by action of the District's Board of Commissioners.

Signed this 22 day of December, 20 20.

Signature: [Signature]  
President FREDERICK G. SHERVEY  
Print or Type Name, Position, and/or Signing for

**NOTARY:**

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



On this 22 day of December, 20 20,

Frederick Shervey 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

L.S.

Notary Public - State of Oregon  
My commission expires: May 06, 2022



EXHIBIT C CA-4
-------------------

## **Notice of Acceptance**

Clackamas River Water hereby accepts the waterline project constructed in connection with the **Glencoe Townhomes, CIP 20-5261**, on this 14th day of January, 2021. 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 years after the above date.

### **Clackamas River Water**

---

Todd Heidgerken, General Manager

CLACKAMAS RIVER WATER

REGULAR BOARD MEETING

January 14, 2021

SUBJECT Management Report

PRINCIPAL STAFF PERSON Todd Heidgerken

DOCUMENTS ATTACHED

Table of Contents

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

- A. Management Report
- B. Informational articles-

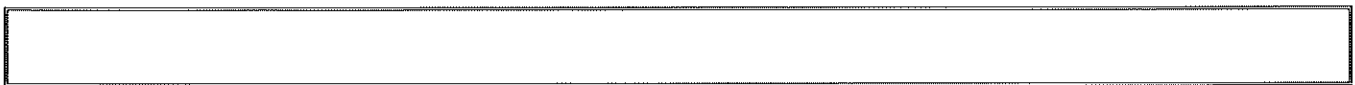
B.1 Regional Water Providers Consortium Newsletter

# CLACKAMAS RIVER WATER

## REGULAR BOARD MEETING

January 14, 2021

SUBJECT                                  Management Report



PRINCIPAL STAFF                      Todd Heidgerken  
PERSON

BOARD ACTION                        None  
REQUESTED

### A. Management Report

**1. Communications:**

**Monthly Report** – The Monthly report will be sent out separately and posted on the CRW website.

**2. Intergovernmental Relations:**

Regional Water Providers Consortium (RWPC) – The RWPC Technical Committee met to discuss updates to RWPC projects involving emergency water supply planning and updates to the interconnection geodatabase (identification of water interties and information in the region). RWPC staff also updated the members on the status of school outreach and media purchases for summer conservation and emergency preparedness messaging.

Most of the meeting was spent reviewing the draft FY 2021-2022 budget and discussing the draft annual work plan. Although in the draft budget, it was noted that the update to the regional population study performed by Portland State University may be delayed a year to allow for the inclusion of both the 2020 Census data and the updated modeling from METRO Regional Government. As for the workplan, the RWPC core efforts regarding conservation, emergency preparedness and regional coordination will continue, but the group had a chance to discuss some additional items to consider. Topics such as the value of water, affordability, encouraging careers in water, and creating confidence in water quality where all ideas that will be further explored in the coming months.

RWPC members also had a chance to update each other on events and activities. The agenda for the February 3 RWPC Board meeting was also reviewed and approved.



3. **Auditor Selection Process** - The District periodically conducts a competitive Request for Proposal (RFP) for audit services as a best practice. Beginning in fiscal year 2010, CRW has engaged Moss Adams, LLC for annual audit services of district finances as required by ORS 297.425. Based on evaluation of the prior solicitation, Moss Adams was selected to continue providing audit services for the District in 2016. The current contract ended December 31, 2020 with completion of the fiscal year 2020 audit.

Per the Government Finance Officers Association best practices:  
*Governmental entities should enter into multiyear agreements of at least five years in duration when obtaining the services of independent auditors. Such multiyear agreements can take a variety of different forms (e.g., a series of single-year contracts), consistent with applicable legal requirements. Such agreements allow for greater continuity and help to minimize the potential for disruption in connection with the independent audit. Multiyear agreements can also help to reduce audit costs by allowing auditors to recover certain "startup" costs over several years, rather than over a single year.*

Section 2.8 of the Board Policy notes that the Board is responsible for the selection of the auditor. During the previous auditor solicitation process, the following process was used:

- District staff will prepare an RFP defining scope of work and the basis for scoring the proposals.
- The RFP will be advertised in the Daily Journal of Commerce and sent to a list of specific municipal audit firms that do work in this area.
- Establish a committee to score and rank proposals comprised of General Manager, Chief Financial Officer and one other staff member.
- If needed, interviews of the top firms would be conducted by the committee.
- The committee would provide recommendations to the Board and request authorization to negotiate an agreement.
- Once an agreement is developed it would be submitted to the Board for consideration and approval for a 3-year contract with two one-year renewal options available.

Staff is prepared to use this same process as used previously yet wanted to provide an opportunity for the Board to ask question or make suggestions.

4. **Emergency Management Report:**

American Water Infrastructure Act (AWIA) 2018: The Risk and Resilience Assessment (RRA) is complete. In addition, we have completed the certification process with the US Environmental Protection Agency.

CRW Emergency Response Plan (ERP) Update: Work has resumed on the update to the ERP with review of the "Basic Plan" at about 60% complete. Once the basic plan is reviewed and returned to West Yost (Consultant), work will begin on a review of the draft appendixes included in the ERP.

A critical appendix included in the ERP is the “All Hazard” Incident Action Checklists, which provides procedural lists to support responses to incidents, improve access to critical information, and serve as operational tools to minimize the impact of the emergency or disaster on customers, staff, property, and the environment. Other examples of appendix information include general CRW asset information and maps, emergency response forms, Incident Command System (ICS) position guides, emergency contact lists, and public information templates.

The target date for completion of the ERP has been moved to the end of March 2021. The due date based on AWIA requirements is June 2021. Additional project information will be provided at the Board Work Session on January 25, 2021.

Continuity of Operations Plan (COOP) – COVID 19 Response and Recovery: CRW completed the COVID 19 Exposure Risk Assessments (ERA) for all employees as required by OSHA. An Infection Control Plan (ICP) was developed based on the ERA. Staff were trained on the updated requirements, the ICP, and related documents, Additional HEPPA air purifiers were purchased for common office areas and shared offices.

**5. Safety Update:**

Safety Training: Fire Extinguisher use was scheduled for December. Due to the extra training required by the OSHA Pandemic rules, fire extinguisher training was moved to January.

OSHA Permanent Rule Development and Adoption: OSHA has begun work on development of permanent Epidemic, Pandemic, Infection Control (EPIC) rules. They are based on the temporary rule and after an initial review of the first draft it appears that there will not be major changes to the temporary rule, and they will be trying to fix a couple of issues that ended up in the temporary rule that had significant impact with very little stakeholder input.

Respirator Protection: The Safety & Health Committee has begun the process to update the Districts 2013 “Respirator Protection Program”. This is a joint effort with our safety representative from WHA Insurance. The draft update is expected to take about 90 days.

Hearing Conservation Program (HCP): The Safety & Health Committee completed the update to the Districts Hearing Conservation Program in August of 2020. The next step in program implementation is the re-testing by CRW staff and of “District” equipment such as pump station motors, vehicles, and heavy equipment to determine if the equipment exceeds 85dba.

The purpose is to ensure that all equipment that exceeds 85 decibels is marked to inform employees that hearing protection is required anytime they are exposed to the equipment when it is running. Estimated completion for testing phase 1 is 60-90 days.

Phase 2 of the implementation is the testing of the same equipment, by SDAO or OSHA, with specialized equipment so an exposure time weighted average can be determined. The results will define which CRW employees are required to participate in audiometric testing as part of the Districts Hearing Conservation Program.

Phase 2 cannot be completed until the COVID 19 restrictions are eased so that SDAO and OSHA can resume on-site consultations.

**6. Looking Ahead:**

- The agenda preparation meeting for the February Board meeting will be held on Thursday, January 28 at 12:30pm.
- CRW Offices will be closed Monday, January 18 for the Martin Luther King Jr. Day
- The Clackamas Regional Water Supply Commission (CRWSC) meeting is scheduled for Monday, January 11 at 4 pm.
- The January work session will be held on Monday, January 25 at 6 pm.
- The SDAO Annual Conference will be held virtually on February 3 & 4, 2021. Please contact Karin if you have any questions about signing up online.
- The February 2021 Board Meeting will be held on Thursday, February 11, at 6 pm.



Regional Water Providers Consortium e-Newsletter | January 2021



### Take Preparedness Personally This Year

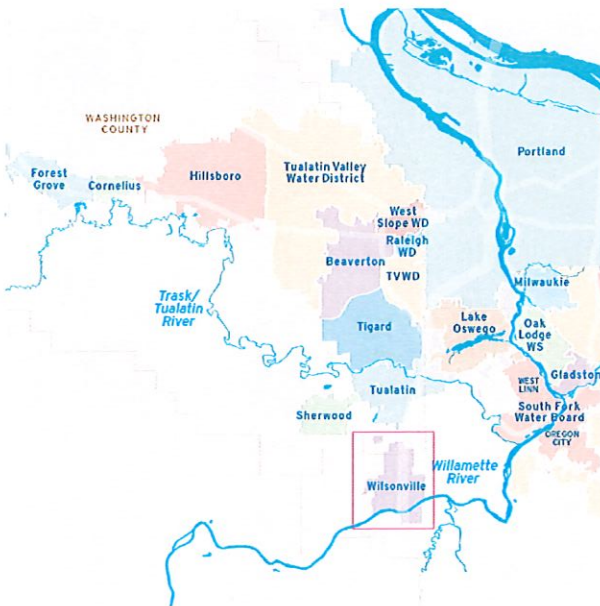
Emergency preparedness isn't just about [having a kit](#) at home or practicing how to drop, cover, and hold on in case of an earthquake. Preparedness is a lifelong activity to be shared with all members of your household (yes, including your pets!) and it can feel overwhelming to know where to start. [This calendar](#) from the Red Cross is a great guide for taking small, meaningful steps over time to help achieve your 2021 resolution of being more prepared.

### Resolve to Use Water Wisely All Year-Round

Whether it's been raining steadily for months or it's hot enough that ice cream sounds like a good dinner, saving water is always in season! Check out our [water conservation homepage](#) to start exploring ways to save water all year. You will find links



to our how-to videos, information on finding and fixing leaks, and tips to help you use water wisely indoors and outdoors.



## Welcome Wilsonville!

We'd like to welcome the City of Wilsonville as the newest member of the Consortium. They join our [23 other members](#) who are working together to ensure our region's drinking water systems are resilient and used efficiently. To learn more about Wilsonville's drinking water source (the Willamette River) and other drinking water sources throughout the region, [click here](#).



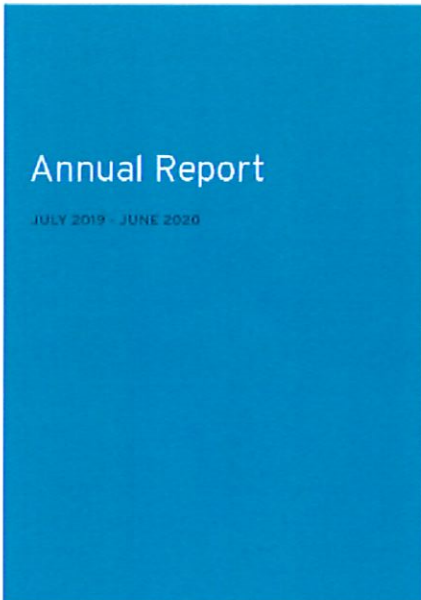
## Get More RegionalH2O!

If you're already following along on our [Facebook](#), [Twitter](#), and [YouTube](#), thank you! We share information and resources through many different channels in order to reach as many members of the community as possible. Find information about promotions, water conservation, and emergency preparedness, and watch how-to videos and media campaign stories by clicking the links above.



## Is it Gardening Season Yet?

It's only January, but we're already thinking about all of the new waterwise plants we'll be adding to our landscapes this spring. Native plants are a natural choice in many gardens because they require less water (and oftentimes less maintenance!) once established. Check out the new [OregonFlora](#) website to browse more than 200 native Oregon plants for your garden, then check out our [Waterwise Plants](#) webpage for gardening tips and plant ideas. Happy planting! (...in a few months)



## Read our Annual Report

The Consortium's 2019 - 2020 Annual Report is [here](#). Learn about what we do behind the scenes to foster collaboration, coordination, and resource-sharing among our members. It has been an unprecedented and challenging year, but that didn't change our commitment to our members, the stewardship of our water resources, and the important work that we do.

Regional Water Providers Consortium | 503-823-7528 | [1120 SW 5th Ave. Portland, OR 97204](#)  
[www.regionalh2o.org](http://www.regionalh2o.org)



Regional Water Providers Consortium | [1120 SW 5th Ave., Portland, OR 97204](#)

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**CLACKAMAS RIVER WATER**

**REGULAR BOARD MEETING**

**January 14, 2021**

**SUBJECT** Commissioner Reports and Reimbursement Requests

**DRAFT MOTION** NO MOTION REQUIRED

**EFFECTIVE DATE**

**PRINCIPAL STAFF PERSON** Board of Commissioners

**BOARD ACTION REQUESTED** Commissioner Communications

**DOCUMENTS ATTACHED**

**Agenda Summary**

**BACKGROUND** None

**ANALYSIS** None

**STAFF RECOMMENDATION**

# CLACKAMAS RIVER WATER

Commissioner Request for Reimbursement

Month October 2020

Commissioner's Name Naom Angier

Please Print

Date	Meetings	Amount
	CRW Regular Board Meeting –	\$ 50.00
	CRW Work Session	\$ 50.00
	Miscellaneous Meeting	\$ _____
	Regional Water Providers meeting Oct 7	\$ 50.00
	Agenda setting meeting & meeting wTodd (Oct 29 & 20)	\$ 100.00

Total \$ 250.00

Date	Meals	
		\$ _____
		\$ _____

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

Date	Mileage *	
		\$ _____
		\$ _____

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

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

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

Date	Miscellaneous ***	
		\$ _____
		\$ _____

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

\* Mileage \$.\_\_\_\_\_ per mile

\*\* Lodging bills must be attached in support of reimbursement request

\*\*\* Miscellaneous expenses to be supported with bills where possible

**Total Expenses** \$ 250.00

**Adjustments** \$ \_\_\_\_\_

**Amount Due Commissioners**

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

Respectfully submitted Naomi Angier  
Commissioner's Signature

For Accounting: Payroll: Taxable \$ _____ Non-Taxable \$ _____ entered P/R <u>11/16/2020 JCF</u>
Accounts Payable: VENDOR # _____ ACCT# <u>01.601.5730</u> AMOUNT \$ _____ Entered A/P _____
Board: Reimbursement as of _____

Carl Boyck 11.16.2020  
CFO Date



# CLACKAMAS RIVER WATER

Commissioner Request for Reimbursement

Month November 2020

Commissioner's Name Lester Garrison

Please Print

Date	Meetings	Amount
	CRW Regular Board Meeting - <span style="margin-left: 200px;"><u>Nov 12</u></span>	\$ 50.00
	CRW Work Session	\$
	Miscellaneous Meeting <span style="margin-left: 50px;"><u>10/20/20 meeting w Todd</u></span>	\$ <u>50</u>
		\$
		\$
		\$

Total \$ 50.00

Date	Meals

\$
\$
\$
\$
\$

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

Date	Mileage *

\$
\$
\$
\$
\$
\$
\$
\$
\$

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

Date	Motel/Hotel Lodging **

\$
\$
\$
\$
\$
\$

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

Date	Miscellaneous ***

\$
\$
\$

Total \$

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

**Total Expenses**    \$ 50.00 → \$100  
**Adjustments**        \$ \_\_\_\_\_  
**Amount Due Commissioners** \$ \_\_\_\_\_

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

Respectfully submitted Lester Garrison

Commissioner's Signature

<b>For Accounting:</b>			
Payroll: Taxable \$ _____	Non-Taxable \$ _____	entered P/R <u>11/30/20</u>	<u>78</u>
Accounts Payable: VENDOR # _____	ACCT# <u>01.601.5730</u>	AMOUNT \$ _____	Entered A/P <u>paid 12/4/2020</u>
Board: Reimbursement as of			

Caul Brock 12-7-2020  
 CFO    Date



MOSSADAMS



# Clackamas River Water

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Communication with Those Charged with  
Governance



# Agenda

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1. Nature of Services Provided
2. Significant Audit Areas
3. Auditor Opinions / Reports
4. Required Communications
5. Best Practices
6. Upcoming Accounting Standards



# Nature of Services Provided

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1

Independent Auditors' Report on the financial statements of Clackamas River Water

2

Assistance with, and technical review of the financial statements for compliance with GAAP

3

Disclosures and Independent Auditors' Comments Required by the Minimum Standards for Audits of Oregon Municipal Corporations

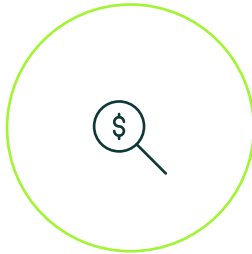
4

Communication to Those Charged with Governance



# Significant Audit Areas

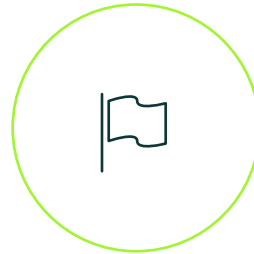
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**WORK ORDERS-  
CLASSIFICATION**



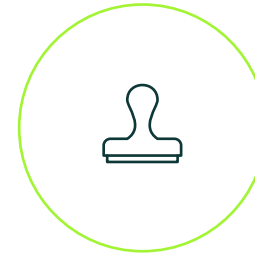
**CUSTOMER BILLINGS -  
ACCURACY**



**PENSION  
LIABILITIES -  
VALUATION**



**CONSISTENT  
APPLICATION OF  
INTERNAL  
CONTROLS IN A  
REMOTE WORK  
ENVIRONMENT**



**COMPLIANCE  
WITH FEDERAL  
LAWS AND  
REGULATIONS  
AND OREGON  
MINIMUM  
STANDARDS**



# Audit response to COVID

---

- **Audit performed in a remote environment**
- **Utilized technology and electronic audit tools**
- **Updated risk assessments**
- **Internal controls testing of transactions before and after COVID**
- **Review of the related disclosures for transparency**





# Audit Opinion/ Reports

Financial  
Statements

Oregon  
Minimum  
Standards

Communication  
to Those  
Charged with  
Governance

Unmodified  
(clean) opinion  
on financial  
statements

No reportable  
findings

Best practice  
recommendations



# Required Communications

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- Planned scope and timing
- Significant accounting policies
- **Audit adjustments – No audit adjustments**
- Management's consultation with other accountants
- No disagreements with management
- No difficulties in performing the audit
- **Audit observations and recommendations**







# Internal Control Communications

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- **Material Weaknesses – None**
- **Significant Control Deficiency – None to Report**

# Findings and Best Practices

## BEST PRACTICES – Current Year Recommendation

- Review of IT User Access



# Audit response to COVID

---

- **Audit performed in a remote environment**
- **Utilized technology and electronic audit tools**
- **Updated risk assessments**
- **Internal controls testing of transactions before and after COVID**
- **Review of the related disclosures for transparency**





# Audit Issues – NEW ACCOUNTING PRONOUNCEMENTS

## **New Standards**

GASB 87 – Leases

## **Effective Date**

For the fiscal year ending June 30,  
2022





## Navigating Through Challenging Times

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We are in unprecedented times which will change daily, and financial institutions need to keep up to speed on various accounting, tax, regulatory and economic changes.

We maintain an active COVID-19 dedicated website:

<https://www.mossadams.com/covid-19-implications>

We also encourage you to sign up to receive our insights and alerts:

<https://mossadams.com/insights>



**THANK  
YOU**

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