



**Oak Lodge Water District Office  
14496 SE River Road  
Oak Grove, OR 97267  
July 17th, 2018 at 6:00 p.m.**

1. Call to Order and Flag Salute
2. Call for Public Testimony

Members of the public are welcome to testify for a maximum of three minutes on each agenda item.

3. Interviews with Applicants to fill Board Vacancy
4. Consent Agenda
  - June 2018 Financial Reports
    - Approval of June 2018 Check Run
    - Approval of May 2018 Budget Report
  - June 6, 2018 Special Board Meeting Minutes
  - June 13, 2018 Special Board Meeting Minutes
  - June 18, 2018 Special Board Meeting Minutes
  - June 19, 2018 Board Meeting Minutes
5. Resolution 18-08 to Amend and Restate the Intergovernmental Agreement for the North Clackamas County Water Commission with Sunrise Water Authority, Oak Lodge Water Services District and City of Gladstone (Commission Approved Version 06-28-2018)
6. Water Quality Services - Next Steps Discussion
7. Department Reports
  - Finance
  - Field Operations
  - Plant Operations
  - Technical Services

8. Call for Public Comment
9. Business from the Board

Adjourn



## AGENDA ITEM

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**Agenda Item:** Call for Public Testimony  
**Item No.:** 2  
**Presenters:** N/A

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### **Background:**

Members of the public are invited to identify agenda items on which they would like to comment or provide testimony. The Board may elect to limit the total time available for public comment or for any single speaker depending on meeting length.



## AGENDA ITEM

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**Agenda Item:** Interviews with Applicants to fill Board Vacancy  
**Item No.:** 3  
**Presenters:** N/A

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### **Background:**

During this time, the Board will interview three members of the public with intent to fill a Board member vacancy.



## MONTHLY FINANCIAL REPORT

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**To:** Board Directors  
**From:** Kelly Stacey, Finance Director  
**Agenda Item:** June 2018 Financial Reports  
**Item No.:** 4  
**Date:** July 17, 2018

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### Reports:

- June 2018 Monthly Overview
- May and June 2018 Budget Report
- June 2018 Monthly Cash and Investment Balances
- June 2018 Monthly Checks and Electronic Withdrawals staff report
- June 2018 Monthly Checks and Electronic Withdrawals system report

**Oak Lodge Water Services  
Monthly Overview  
June 2018**

This report summarized the revenues and expenditures for June 2018. Also incorporated in this report are account balances, including all cash and investment activity as well as checks and withdrawals.

The District's liquid cash and investment assets equal \$12,112,788.38 as of June 30, 2018; consisting of \$442,514.52 in checking, and \$11,670,273.86 in the State Local Government Investment Pool (LGIP).

The District's checks, electronic withdrawals and bank drafts for June 2018, total \$ 563,111.31.

**Water** sales revenue for the month of June 2018 total \$407,657.49. **Wastewater** sales revenue for the month of June 2018 is \$925,928.18. **Watershed protection** sales revenue for the month of June 2018 is \$167,939.04. Total revenue for services provided for the month of June 2018 totals \$1,501,524.71.

The % of budget spent is calculated by taking the ending balance and dividing it by the budget. At the end of June that should be around 100%. Note for budget law purposes, Wastewater Plant and Wastewater Collection are added together.

General Ledger  
Budget Report by Division



User: kelly  
Printed: 7/10/2018 5:16:04 PM  
Period 01 - 12  
Fiscal Year 2018

Account Number	Description	Budget	Period Amt	End Bal	% of Budget
<b>10</b>	<b>Drinking Water</b>				
	<b>NonDivisional</b>				
	<i>Beginning Fund Balance</i>				
10-00-3500	Fund balance	-2,600,000.00	0.00	-3,111,670.49	119.68
	<i>Beginning Fund Balance</i>	-2,600,000.00	0.00	-3,111,670.49	119.68
	<i>Revenue</i>				
10-00-4211	Water sales	-3,300,000.00	-407,657.49	-3,486,481.91	105.65
10-00-4212	Water sales - CRW	0.00	0.00	-30,003.19	0.00
10-00-4215	Penalties and late charges	0.00	-2,583.87	-13,082.44	0.00
10-00-4220	System development charges	-75,000.00	-46,025.00	-221,405.00	295.21
10-00-4230	Contract services	-30,000.00	0.00	-30,525.31	101.75
10-00-4240	Service installations	-15,000.00	-3,360.00	-22,950.00	153.00
10-00-4280	Rents & leases	-200,000.00	-5,533.41	-145,090.88	72.55
10-00-4290	Other charges for services	-35,000.00	-3,249.02	-6,773.60	19.35
10-00-4610	Investment revenue	-5,000.00	-3,707.26	-34,533.29	690.67
10-00-4630	Miscellaneous revenues	-15,000.00	-514.19	-25,811.79	172.08
	<i>Revenue</i>	3,675,000.00	472,630.24	4,016,657.41	109.30
	<b>NonDivisional</b>	<b>-6,275,000.00</b>	<b>-472,630.24</b>	<b>-7,128,327.90</b>	<b>113.60</b>
	<b>Drinking Water</b>				
	<i>Personnel Services</i>				
10-20-5110	Regular employees	970,000.00	67,547.75	804,044.30	82.89
10-20-5120	Temporary/Seasonal employees	35,000.00	0.00	15,950.42	45.57
10-20-5130	Overtime	35,000.00	0.00	11,400.28	32.57
10-20-5210	Employee Ins-MDVSTDLTDLf	195,000.00	12,746.82	107,558.70	55.16
10-20-5230	Social Security	75,000.00	5,074.61	62,205.97	82.94
10-20-5240	Retirement	200,000.00	11,796.57	150,366.09	75.18
10-20-5250	TrimetWBF	8,000.00	520.10	6,213.14	77.66
10-20-5260	Unemployment	7,000.00	0.00	0.00	0.00
10-20-5270	Workers compensation	25,000.00	0.22	7,849.94	31.40
10-20-5290	Other employee benefits	20,000.00	0.00	969.16	4.85
	<i>Personnel Services</i>	1,570,000.00	97,686.07	1,166,558.00	74.30
	<i>Materials &amp; Services</i>				

Account Number	Description	Budget	Period Amt	End Bal	% of Budget
10-20-6110	Legal services	115,000.00	2,617.30	74,878.48	65.11
10-20-6120	Accounting & audit services	9,000.00	3,168.00	12,096.15	134.40
10-20-6130	Engineering services	27,000.00	0.00	95.37	0.35
10-20-6140	Administrative services	15,000.00	3,924.69	8,687.53	57.92
10-20-6150	Contract meter reading	20,000.00	885.19	15,122.15	75.61
10-20-6170	Contract lab services	7,000.00	0.00	8,004.89	114.36
10-20-6180	Dues & subscriptions	12,000.00	149.65	25,536.25	212.80
10-20-6190	Other professional & tech svcs	0.00	52.37	14,075.92	0.00
10-20-6220	Electricity	42,000.00	5,399.30	38,303.08	91.20
10-20-6230	Telephone	10,000.00	1,389.82	21,371.44	213.71
10-20-6240	Natural gas	1,300.00	208.29	4,198.00	322.92
10-20-6290	Other utilities	3,500.00	238.96	4,462.49	127.50
10-20-6310	Janitorial services	4,000.00	4,869.03	10,597.08	264.93
10-20-6320	Buildings & grounds	10,000.00	605.43	5,031.71	50.32
10-20-6330	Vehicle & equipment maint.	24,000.00	5,497.99	23,199.07	96.66
10-20-6340	Distribution system maint	200,000.00	6,755.89	179,303.77	89.65
10-20-6350	Computer maintenance	25,000.00	8,956.35	81,417.44	325.67
10-20-6390	Other repairs & maintenance	57,000.00	315.00	24,942.44	43.76
10-20-6410	Mileage	8,000.00	108.29	846.82	10.59
10-20-6420	Staff training	20,000.00	28.61	10,202.70	51.01
10-20-6430	Certifications	800.00	0.00	1,172.08	146.51
10-20-6440	Board travel & training	3,000.00	75.24	891.49	29.72
10-20-6510	Office supplies	15,000.00	407.71	11,995.08	79.97
10-20-6520	Fuel & oils	23,000.00	1,797.60	13,728.42	59.69
10-20-6530	Small tools & equipment	13,000.00	0.00	120.10	0.92
10-20-6540	Safety supplies	12,000.00	663.40	11,958.03	99.65
10-20-6550	Operational Supplies	0.00	0.00	476.38	0.00
10-20-6560	Uniforms	3,500.00	0.00	4,953.50	141.53
10-20-6590	Other supplies	0.00	0.00	393.78	0.00
10-20-6610	Board compensation	700.00	0.00	809.00	115.57
10-20-6710	Purchased water	1,000,000.00	80,986.76	944,743.03	94.47
10-20-6715	Water quality program	0.00	2,144.07	2,253.52	0.00
10-20-6720	Insurance	27,100.00	0.00	33,591.95	123.96
10-20-6730	Communications	10,000.00	123.66	1,010.13	10.10
10-20-6740	Advertising	1,000.00	0.00	0.00	0.00
10-20-6750	Other purchased services	0.00	0.00	14,914.29	0.00
10-20-6760	Equipment Rental	5,000.00	0.00	0.00	0.00
10-20-6770	Bank charges	35,000.00	0.00	27,447.61	78.42
10-20-6780	Taxes & fees	7,500.00	1,463.17	14,187.13	189.16
10-20-6900	Miscellaneous expense	1,000.00	0.00	879.82	87.98
	<i>Materials &amp; Services</i>	<i>1,767,400.00</i>	<i>132,831.77</i>	<i>1,647,898.12</i>	<i>93.24</i>
	<i>Capital Outlay</i>				
10-20-7200	Infrastructure	250,000.00	0.00	197,307.82	78.92
10-20-7300	Buildings & improvements	0.00	0.00	1,902.18	0.00
10-20-7400	Improvement other than Bldgs	6,000.00	0.00	0.00	0.00
10-20-7510	Furniture & fixtures	0.00	-106.28	0.00	0.00
10-20-7520	Equipment	29,000.00	0.00	13,015.00	44.88
10-20-7530	Software	50,000.00	0.00	37,862.27	75.72



Account Number	Description	Budget	Period Amt	End Bal	% of Budget
10-20-7540	Vehicles	0.00	77.90	1,034.86	0.00
10-20-7600	Capital Improvement Projects	630,000.00	0.00	665,932.96	105.70
	<i>Capital Outlay</i>	<i>965,000.00</i>	<i>-28.38</i>	<i>917,055.09</i>	<i>95.03</i>
	<b>Drinking Water</b>	<b>4,302,400.00</b>	<b>230,489.46</b>	<b>3,731,511.21</b>	<b>86.73</b>
<b>10</b>	<b>Drinking Water</b>	<b>-1,972,600.00</b>	<b>-242,140.78</b>	<b>-3,396,816.69</b>	<b>172.20</b>
<b>20</b>	<b>Wastewater Reclam.</b>				
	<b>NonDivisional</b>				
	<i>Beginning Fund Balance</i>				
20-00-3500	Fund balance	-4,562,000.00	0.00	-5,011,994.08	109.86
	<i>Beginning Fund Balance</i>	<i>-4,562,000.00</i>	<i>0.00</i>	<i>-5,011,994.08</i>	<i>109.86</i>
	<i>Revenue</i>				
20-00-4212	Wastewater charges	-7,830,000.00	-925,928.18	-7,688,231.74	98.19
20-00-4215	Penalties & late charges	0.00	-173.04	-18,795.07	0.00
20-00-4220	System development charges	-78,000.00	-41,320.00	-335,725.00	430.42
20-00-4240	Service installations	0.00	-3,202.85	-34,515.52	0.00
20-00-4290	Other charges for services	0.00	-4,664.09	-17,091.56	0.00
20-00-4610	Investment revenue	-26,000.00	-7,531.04	-65,010.77	250.04
20-00-4630	Miscellaneous revenues	-66,000.00	-924.66	-106,000.23	160.61
20-00-4640	Proceeds from sale of capital	-900,000.00	0.00	0.00	0.00
	<i>Revenue</i>	<i>8,900,000.00</i>	<i>983,743.86</i>	<i>8,265,369.89</i>	<i>92.87</i>
	<b>NonDivisional</b>	<b>-13,462,000.00</b>	<b>-983,743.86</b>	<b>-13,277,363.97</b>	<b>98.63</b>
	<b>Wastewater-Plant</b>				
	<i>Personnel Services</i>				
20-21-5110	Regular employees	1,200,000.00	60,175.08	982,262.93	81.86
20-21-5120	Temporary/Seasonal employees	35,000.00	4,543.42	24,091.96	68.83
20-21-5130	Overtime	62,000.00	0.00	23,116.44	37.28
20-21-5210	Employee Ins-MDVSTDLTDLf	227,000.00	9,430.39	106,648.46	46.98
20-21-5230	Social Security	91,000.00	4,887.82	77,096.70	84.72
20-21-5240	Retirement	230,000.00	9,977.47	147,845.56	64.28
20-21-5250	Trimet/WBF	9,000.00	501.07	7,573.35	84.15
20-21-5260	Unemployment	8,500.00	0.00	0.00	0.00
20-21-5270	Workers compensation	12,000.00	0.34	8,382.54	69.85
20-21-5290	Other employee benefits	10,000.00	0.00	942.83	9.43
	<i>Personnel Services</i>	<i>1,884,500.00</i>	<i>89,515.59</i>	<i>1,377,960.77</i>	<i>73.12</i>
	<i>Materials &amp; Services</i>				
20-21-6110	Legal services	70,000.00	2,630.52	145,156.23	207.37
20-21-6120	Accounting & audit services	5,000.00	1,632.00	3,640.47	72.81
20-21-6130	Engineering services	27,000.00	0.00	2,857.86	10.58
20-21-6140	Administrative services	10,000.00	3,348.17	5,278.50	52.79
20-21-6150	Contract meter reading	10,000.00	442.60	7,561.09	75.61
20-21-6160	Bond issue costs	0.00	2,500.00	66,863.30	0.00
20-21-6170	Contract lab services	31,000.00	2,420.00	22,487.00	72.54

Account Number	Description	Budget	Period Amt	End Bal	% of Budget
20-21-6180	Dues & subscriptions	12,000.00	1,217.18	6,761.79	56.35
20-21-6190	Other professional & tech svcs	0.00	56.77	15,925.16	0.00
20-21-6220	Electricity	247,000.00	46,829.46	246,410.67	99.76
20-21-6230	Telephone	24,000.00	1,808.79	21,322.02	88.84
20-21-6240	Natural gas	4,500.00	32.37	738.63	16.41
20-21-6250	Solid waste disposal	109,000.00	12,948.58	60,783.88	55.77
20-21-6290	Other utilities	2,000.00	93.43	4,750.09	237.50
20-21-6310	Janitorial services	3,000.00	5,278.68	21,187.47	706.25
20-21-6320	Buildings & grounds maint.	14,000.00	2,732.96	19,305.02	137.89
20-21-6330	Vehicle & equipment maint.	23,600.00	471.65	23,153.13	98.11
20-21-6342	WRF System maintenance	204,500.00	2,099.00	174,780.10	85.47
20-21-6350	Computer maintenance	83,000.00	8,297.00	83,424.74	100.51
20-21-6390	Other repairs & maintenance	0.00	0.00	14,221.83	0.00
20-21-6410	Mileage	2,000.00	78.33	927.80	46.39
20-21-6420	Staff training	16,000.00	41.05	-2,647.05	-16.54
20-21-6430	Certifications	5,000.00	160.00	1,920.24	38.40
20-21-6440	Board travel & training	3,300.00	38.76	439.57	13.32
20-21-6510	Office supplies	20,000.00	451.89	6,092.83	30.46
20-21-6520	Fuel & oils	30,000.00	84.00	30,094.47	100.31
20-21-6530	Small tools & equipment	20,200.00	1,189.95	12,400.15	61.39
20-21-6540	Safety supplies	5,100.00	175.81	4,299.44	84.30
20-21-6550	Operational Supplies	39,000.00	726.92	34,607.57	88.74
20-21-6560	Uniforms	11,000.00	1,102.63	12,912.75	117.39
20-21-6590	Other supplies	30,000.00	906.20	9,972.83	33.24
20-21-6610	Board compensation	1,000.00	0.00	416.00	41.60
20-21-6720	Insurance	81,100.00	0.00	92,411.07	113.95
20-21-6730	Communications	4,500.00	2,909.06	3,654.93	81.22
20-21-6750	Other purchased services	11,500.00	1,266.94	42,926.79	373.28
20-21-6770	Bank charges	20,000.00	14.57	29,852.55	149.26
20-21-6780	Taxes & fees	43,500.00	7,563.55	36,552.96	84.03
20-21-6900	Miscellaneous expense	0.00	0.00	-297.29	0.00
	<i>Materials &amp; Services</i>	<i>1,222,800.00</i>	<i>111,548.82</i>	<i>1,263,146.59</i>	<i>103.30</i>
	<i>Capital Outlay</i>				
20-21-7300	Buildings & improvements	900,000.00	0.00	7,539.48	0.84
20-21-7510	Furniture & fixtures	0.00	-115.22	0.00	0.00
20-21-7520	Equipment	0.00	0.00	46,293.17	0.00
20-21-7530	Software	50,000.00	0.00	35,195.84	70.39
20-21-7540	Vehicles	0.00	821.59	1,213.49	0.00
20-21-7600	Capital Improvement Projects	575,000.00	0.00	76,491.21	13.30
	<i>Capital Outlay</i>	<i>1,525,000.00</i>	<i>706.37</i>	<i>166,733.19</i>	<i>10.93</i>
	<b>Wastewater-Plant</b>	<b>4,632,300.00</b>	<b>201,770.78</b>	<b>2,807,840.55</b>	<b>60.61</b>
	<b>Wastewater-Collections</b>				
	<i>Personnel Services</i>				
20-22-5110	Regular employees	700,000.00	53,653.39	696,174.91	99.45
20-22-5120	Temporary/Seasonal employees	17,000.00	0.00	5,603.60	32.96
20-22-5130	Overtime	60,000.00	0.00	5,524.61	9.21

Account Number	Description	Budget	Period Amt	End Bal	% of Budget
20-22-5210	Employee Ins-MDVSTDLTDLf	137,000.00	9,304.26	89,116.35	65.05
20-22-5230	Social Security	56,000.00	4,055.21	53,335.35	95.24
20-22-5240	Retirement	140,000.00	8,538.25	107,389.72	76.71
20-22-5250	TrimetWBF	5,500.00	415.51	5,352.05	97.31
20-22-5260	Unemployment	5,000.00	0.00	0.00	0.00
20-22-5270	Workers compensation	7,000.00	0.33	6,542.36	93.46
20-22-5290	Other employee benefits	6,000.00	0.00	645.92	10.77
	<i>Personnel Services</i>	<i>1,133,500.00</i>	<i>75,966.95</i>	<i>969,684.87</i>	<i>85.55</i>
	<i>Materials &amp; Services</i>				
20-22-6110	Legal services	20,000.00	1,851.18	55,285.86	276.43
20-22-6120	Accounting & audit services	5,000.00	1,632.00	3,590.27	71.81
20-22-6130	Engineering services	27,000.00	0.00	42.14	0.16
20-22-6140	Administrative services	10,000.00	1,944.50	3,131.67	31.32
20-22-6150	Contract meter reading	10,000.00	442.60	7,561.12	75.61
20-22-6170	Contract lab services	2,000.00	0.00	1,776.00	88.80
20-22-6180	Dues & subscriptions	13,000.00	66.13	1,948.16	14.99
20-22-6190	Other professional & tech svcs	17,600.00	23.13	6,360.76	36.14
20-22-6220	Electricity	7,000.00	2,747.57	31,545.10	450.64
20-22-6230	Telephone	15,000.00	1,158.66	16,570.75	110.47
20-22-6240	Natural gas	3,200.00	32.38	711.23	22.23
20-22-6290	Other utilities	8,300.00	53.28	8,601.68	103.63
20-22-6310	Janitorial services	3,000.00	2,151.03	6,113.36	203.78
20-22-6320	Buildings & grounds	4,800.00	1,072.60	1,848.25	38.51
20-22-6330	Vehicle & equipment maint.	5,000.00	1,147.29	4,961.76	99.24
20-22-6342	Collection system maint.	8,200.00	8,660.15	42,553.78	518.95
20-22-6350	Computer maintenance	35,000.00	4,294.08	34,708.36	99.17
20-22-6390	Other repairs & maintenance	30,000.00	7,777.57	30,559.60	101.87
20-22-6410	Mileage	3,000.00	78.33	360.15	12.01
20-22-6420	Staff training	26,000.00	41.04	2,445.89	9.41
20-22-6430	Certifications	500.00	0.00	1,599.26	319.85
20-22-6440	Board travel & training	3,200.00	38.76	202.10	6.32
20-22-6510	Office supplies	18,500.00	189.97	4,081.38	22.06
20-22-6520	Fuel & oils	7,600.00	309.60	6,200.39	81.58
20-22-6530	Small tools & equipment	22,000.00	2,109.64	3,487.98	15.85
20-22-6540	Safety supplies	2,800.00	96.64	1,383.39	49.41
20-22-6550	Operational Supplies	2,100.00	516.00	3,964.34	188.78
20-22-6560	Uniforms	5,700.00	578.91	5,371.87	94.24
20-22-6590	Other supplies	0.00	0.00	108.52	0.00
20-22-6610	Board compensation	500.00	0.00	416.00	83.20
20-22-6720	Insurance	388,200.00	0.00	13,800.43	3.55
20-22-6730	Communications	4,500.00	54.63	2,961.12	65.80
20-22-6750	Other purchased services	0.00	293.14	18,623.26	0.00
20-22-6770	Bank charges	20,000.00	3.37	18,200.47	91.00
20-22-6780	Taxes & fees	5,500.00	1,750.57	4,579.65	83.27
20-22-6900	Miscellaneous expense	0.00	0.00	74.01	0.00
	<i>Materials &amp; Services</i>	<i>734,200.00</i>	<i>41,114.75</i>	<i>345,730.06</i>	<i>47.09</i>

*Capital Outlay*

<b>Account Number</b>	<b>Description</b>	<b>Budget</b>	<b>Period Amt</b>	<b>End Bal</b>	<b>% of Budget</b>
20-22-7300	Buildings & improvements	0.00	0.00	2,342.36	0.00
20-22-7510	Furniture & fixtures	0.00	-23.47	0.00	0.00
20-22-7520	Equipment	0.00	0.00	12,128.00	0.00
20-22-7530	Software	0.00	0.00	19,836.20	0.00
20-22-7600	Capital Improvement Projects	0.00	0.00	131.41	0.00
	<i>Capital Outlay</i>	<i>0.00</i>	<i>-23.47</i>	<i>34,437.97</i>	<i>0.00</i>
	<b>Wastewater-Collections</b>	<b>1,867,700.00</b>	<b>117,058.23</b>	<b>1,349,852.90</b>	<b>72.27</b>
<b>20</b>	<b>Wastewater Reclam.</b>	<b>-6,962,000.00</b>	<b>-664,914.85</b>	<b>-9,119,670.52</b>	<b>130.99</b>
<b>30</b>	<b>Watershed Protection NonDivisional</b>				
	<i>Beginning Fund Balance</i>				
30-00-3500	Fund balance	-2,080,000.00	0.00	-2,371,482.30	114.01
	<i>Beginning Fund Balance</i>	<i>-2,080,000.00</i>	<i>0.00</i>	<i>-2,371,482.30</i>	<i>114.01</i>
	<i>Revenue</i>				
30-00-4213	Watershed protection fees	-1,420,000.00	-167,939.04	-1,417,734.60	99.84
30-00-4215	Penalties & late charges	0.00	-47.91	-3,221.30	0.00
30-00-4240	Service installations	0.00	-8,737.29	-38,955.25	0.00
30-00-4280	Rents & leases	0.00	0.00	0.00	0.00
30-00-4290	Other charges for services	-11,500.00	0.00	-960.71	8.35
30-00-4300	Grant Revenue	-250,000.00	0.00	-60,503.00	24.20
30-00-4610	Investment revenue	-19,300.00	-5,030.36	-38,930.97	201.71
30-00-4630	Miscellaneous revenues	-32,500.00	-204.66	-4,147.55	12.76
30-00-4640	Proceeds from sale of capital	-362,000.00	0.00	0.00	0.00
	<i>Revenue</i>	<i>2,095,300.00</i>	<i>181,959.26</i>	<i>1,564,453.38</i>	<i>74.66</i>
	<b>NonDivisional</b>	<b>-4,175,300.00</b>	<b>-181,959.26</b>	<b>-3,935,935.68</b>	<b>94.27</b>
	<b>Watershed Protection</b>				
	<i>Personnel Services</i>				
30-23-5110	Regular employees	405,000.00	24,167.02	312,872.92	77.25
30-23-5120	Temporary/Seasonal employees	35,000.00	0.00	10,200.35	29.14
30-23-5130	Overtime	1,000.00	0.00	1,550.84	155.08
30-23-5210	Employee Ins-MDVSTDLTDLf	75,000.00	4,480.31	38,270.63	51.03
30-23-5230	Social Security	30,000.00	1,819.46	23,948.72	79.83
30-23-5240	Retirement	3,000.00	4,068.23	51,101.20	1,703.37
30-23-5250	TrimetWBF	3,000.00	187.29	2,393.39	79.78
30-23-5260	Unemployment	3,000.00	0.00	0.00	0.00
30-23-5270	Workers compensation	4,000.00	0.11	3,400.10	85.00
30-23-5290	Other employee benefits	3,000.00	0.00	328.14	10.94
	<i>Personnel Services</i>	<i>562,000.00</i>	<i>34,722.42</i>	<i>444,066.29</i>	<i>79.02</i>
	<i>Materials &amp; Services</i>				
30-23-6110	Legal services	20,000.00	210.00	34,986.29	174.93
30-23-6120	Accounting & audit services	6,000.00	3,168.00	4,503.11	75.05
30-23-6130	Engineering services	17,500.00	906.21	7,704.66	44.03

Account Number	Description	Budget	Period Amt	End Bal	% of Budget
30-23-6140	Administrative services	4,000.00	1,273.09	1,959.88	49.00
30-23-6170	Contract lab services	15,000.00	0.00	7,503.00	50.02
30-23-6180	Dues & subscriptions	9,000.00	100.60	2,586.66	28.74
30-23-6190	Other professional & tech svcs	0.00	35.25	9,585.88	0.00
30-23-6220	Electricity	2,000.00	108.63	1,261.41	63.07
30-23-6230	Telephone	11,000.00	396.40	7,904.36	71.86
30-23-6240	Natural gas	1,800.00	21.59	482.90	26.83
30-23-6290	Other utilities	6,000.00	18.04	2,112.54	35.21
30-23-6310	Janitorial services	2,000.00	3,277.17	6,390.33	319.52
30-23-6320	Buildings & grounds	15,000.00	148.03	3,054.63	20.36
30-23-6330	Vehicle & equipment maint.	6,100.00	0.00	-14.72	-0.24
30-23-6340	System maintenance	6,300.00	0.00	23,068.19	366.16
30-23-6350	Computer maintenance	35,900.00	7,686.91	42,277.65	117.77
30-23-6390	Other repairs & maintenance	25,000.00	0.00	1,654.97	6.62
30-23-6410	Mileage	2,000.00	548.30	1,009.01	50.45
30-23-6420	Staff training	8,000.00	13.68	2,545.58	31.82
30-23-6430	Certifications	400.00	0.00	3,981.63	995.41
30-23-6440	Board travel & training	3,300.00	75.24	324.08	9.82
30-23-6510	Office supplies	19,000.00	281.00	4,126.10	21.72
30-23-6520	Fuel & oils	3,100.00	186.70	3,290.92	106.16
30-23-6530	Small tools & equipment	7,500.00	0.00	516.42	6.89
30-23-6540	Safety supplies	2,600.00	109.15	1,307.34	50.28
30-23-6550	Operational Supplies	6,200.00	0.00	1,181.52	19.06
30-23-6560	Uniforms	5,250.00	110.18	1,440.26	27.43
30-23-6590	Other supplies	0.00	0.00	63.12	0.00
30-23-6610	Board compensation	1,000.00	0.00	809.00	80.90
30-23-6720	Insurance	16,800.00	1,084.00	24,538.55	146.06
30-23-6730	Communications	74,000.00	41,107.53	52,032.68	70.31
30-23-6750	Other purchased services	0.00	13.27	9,989.19	0.00
30-23-6770	Bank charges	16,000.00	3.06	10,782.43	67.39
30-23-6780	Taxes & fees	2,100.00	0.00	25.85	1.23
30-23-6900	Miscellaneous expense	500.00	0.00	112.82	22.56
	<i>Materials &amp; Services</i>	<i>350,350.00</i>	<i>60,882.03</i>	<i>275,098.24</i>	<i>78.52</i>
	<i>Capital Outlay</i>				
30-23-7300	Buildings & improvements	0.00	0.00	311.14	0.00
30-23-7510	Furniture & fixtures	0.00	-35.78	0.00	0.00
30-23-7530	Software	50,000.00	0.00	26,938.96	53.88
30-23-7600	Capital Improvement Projects	1,871,000.00	18,167.35	111,303.29	5.95
	<i>Capital Outlay</i>	<i>1,921,000.00</i>	<i>18,131.57</i>	<i>138,553.39</i>	<i>7.21</i>
	<b>Watershed Protection</b>	<b>2,833,350.00</b>	<b>113,736.02</b>	<b>857,717.92</b>	<b>30.27</b>
<b>30</b>	<b>Watershed Protection</b>	<b>-1,341,950.00</b>	<b>-68,223.24</b>	<b>-3,078,217.76</b>	<b>229.38</b>

General Ledger  
Budget Report by Division



User: kelly  
Printed: 6/8/2018 9:55:25 AM  
Period 01 - 11  
Fiscal Year 2018

Account Number	Description	Budget	Period Amt	End Bal	% of Budget
<b>10</b>	<b>Drinking Water</b>				
	<b>NonDivisional</b>				
	<i>Beginning Fund Balance</i>				
10-00-3500	Fund balance	-2,600,000.00	0.00	-3,111,670.49	119.68
	<i>Beginning Fund Balance</i>	-2,600,000.00	0.00	-3,111,670.49	119.68
	<i>Revenue</i>				
10-00-4211	Water sales	-3,300,000.00	-253,399.39	-3,078,016.38	93.27
10-00-4212	Water sales - CRW	0.00	0.00	-23,593.32	0.00
10-00-4215	Penalties and late charges	0.00	-1,315.42	-10,498.57	0.00
10-00-4220	System development charges	-75,000.00	-11,225.00	-137,230.00	182.97
10-00-4230	Contract services	-30,000.00	0.00	-20,234.83	67.45
10-00-4240	Service installations	-15,000.00	-895.00	-17,340.00	115.60
10-00-4280	Rents & leases	-200,000.00	0.00	-116,139.50	58.07
10-00-4290	Other charges for services	-35,000.00	-52.49	-855.34	2.44
10-00-4610	Investment revenue	-5,000.00	0.00	-27,287.97	545.76
10-00-4630	Miscellaneous revenues	-15,000.00	-75.00	-24,612.23	164.08
	<i>Revenue</i>	-3,675,000.00	-266,962.30	-3,455,808.14	94.04
	<b>NonDivisional</b>	<b>-6,275,000.00</b>	<b>-266,962.30</b>	<b>-6,567,478.63</b>	<b>104.66</b>
	<b>Drinking Water</b>				
	<i>Personnel Services</i>				
10-20-5110	Regular employees	970,000.00	71,677.48	736,496.55	75.93
10-20-5120	Temporary/Seasonal employees	35,000.00	784.24	15,950.42	45.57
10-20-5130	Overtime	35,000.00	0.00	11,400.28	32.57
10-20-5210	Employee Ins-MDVSTDLTDLf	195,000.00	12,746.77	94,811.88	48.62
10-20-5230	Social Security	75,000.00	5,390.62	57,131.36	76.18
10-20-5240	Retirement	200,000.00	12,517.09	138,569.52	69.28
10-20-5250	TrimetWBF	8,000.00	552.71	5,693.04	71.16
10-20-5260	Unemployment	7,000.00	0.00	0.00	0.00
10-20-5270	Workers compensation	25,000.00	1.78	7,849.72	31.40
10-20-5290	Other employee benefits	20,000.00	0.00	969.16	4.85
	<i>Personnel Services</i>	1,570,000.00	103,670.69	1,068,871.93	68.08
	<i>Materials &amp; Services</i>				

Account Number	Description	Budget	Period Amt	End Bal	% of Budget
10-20-6110	Legal services	115,000.00	12,756.68	72,261.18	62.84
10-20-6120	Accounting & audit services	9,000.00	0.00	8,928.15	99.20
10-20-6130	Engineering services	27,000.00	0.00	95.37	0.35
10-20-6140	Administrative services	15,000.00	327.36	4,762.84	31.75
10-20-6150	Contract meter reading	20,000.00	0.00	14,236.96	71.18
10-20-6170	Contract lab services	7,000.00	0.00	8,004.89	114.36
10-20-6180	Dues & subscriptions	12,000.00	2,084.81	25,386.60	211.56
10-20-6190	Other professional & tech svcs	0.00	87.51	14,023.55	0.00
10-20-6220	Electricity	42,000.00	951.61	32,903.78	78.34
10-20-6230	Telephone	10,000.00	1,312.35	19,981.62	199.82
10-20-6240	Natural gas	1,300.00	249.03	3,989.71	306.90
10-20-6290	Other utilities	3,500.00	467.30	4,223.53	120.67
10-20-6310	Janitorial services	4,000.00	645.62	5,728.05	143.20
10-20-6320	Buildings & grounds	10,000.00	419.84	4,426.28	44.26
10-20-6330	Vehicle & equipment maint.	24,000.00	1,100.55	17,701.08	73.75
10-20-6340	Distribution system maint	200,000.00	9,693.75	172,547.88	86.27
10-20-6350	Computer maintenance	25,000.00	7,839.54	72,461.09	289.84
10-20-6390	Other repairs & maintenance	57,000.00	1,362.44	24,627.44	43.21
10-20-6410	Mileage	8,000.00	10.22	738.53	9.23
10-20-6420	Staff training	20,000.00	618.52	10,174.09	50.87
10-20-6430	Certifications	800.00	977.08	1,172.08	146.51
10-20-6440	Board travel & training	3,000.00	147.14	816.25	27.21
10-20-6510	Office supplies	15,000.00	830.98	11,159.99	74.40
10-20-6520	Fuel & oils	23,000.00	1,403.64	11,930.82	51.87
10-20-6530	Small tools & equipment	13,000.00	0.00	120.10	0.92
10-20-6540	Safety supplies	12,000.00	1,896.35	11,294.63	94.12
10-20-6550	Operational Supplies	0.00	0.00	476.38	0.00
10-20-6560	Uniforms	3,500.00	350.82	4,953.50	141.53
10-20-6590	Other supplies	0.00	0.00	393.78	0.00
10-20-6610	Board compensation	700.00	99.00	809.00	115.57
10-20-6710	Purchased water	1,000,000.00	69,338.78	863,756.27	86.38
10-20-6715	Water quality program	0.00	0.00	109.45	0.00
10-20-6720	Insurance	27,100.00	0.00	33,591.95	123.96
10-20-6730	Communications	10,000.00	62.06	834.42	8.34
10-20-6740	Advertising	1,000.00	0.00	0.00	0.00
10-20-6750	Other purchased services	0.00	0.00	14,914.29	0.00
10-20-6760	Equipment Rental	5,000.00	0.00	0.00	0.00
10-20-6770	Bank charges	35,000.00	249.38	14,534.24	41.53
10-20-6780	Taxes & fees	7,500.00	0.00	12,723.96	169.65
10-20-6900	Miscellaneous expense	1,000.00	0.00	879.82	87.98
	<i>Materials &amp; Services</i>	<i>1,767,400.00</i>	<i>115,282.36</i>	<i>1,501,673.55</i>	<i>84.97</i>
	<i>Capital Outlay</i>				
10-20-7200	Infrastructure	250,000.00	16,133.04	197,307.82	78.92
10-20-7300	Buildings & improvements	0.00	0.00	1,902.18	0.00
10-20-7400	Improvement other than Bldgs	6,000.00	0.00	0.00	0.00
10-20-7510	Furniture & fixtures	0.00	106.28	106.28	0.00
10-20-7520	Equipment	29,000.00	0.00	13,015.00	44.88
10-20-7530	Software	50,000.00	3,962.88	37,862.27	75.72

Account Number	Description	Budget	Period Amt	End Bal	% of Budget
10-20-7540	Vehicles	0.00	499.61	956.96	0.00
10-20-7600	Capital Improvement Projects	630,000.00	11,145.00	665,932.96	105.70
	<i>Capital Outlay</i>	<i>965,000.00</i>	<i>31,846.81</i>	<i>917,083.47</i>	<i>95.03</i>
	<b>Drinking Water</b>	<b>4,302,400.00</b>	<b>250,799.86</b>	<b>3,487,628.95</b>	<b>81.06</b>
<b>10</b>	<b>Drinking Water</b>	<b>-1,972,600.00</b>	<b>-16,162.44</b>	<b>-3,079,849.68</b>	<b>156.13</b>
<b>20</b>	<b>Wastewater Reclam.</b>				
	<b>NonDivisional</b>				
	<i>Beginning Fund Balance</i>				
20-00-3500	Fund balance	-4,562,000.00	0.00	-5,011,994.08	109.86
	<i>Beginning Fund Balance</i>	<i>-4,562,000.00</i>	<i>0.00</i>	<i>-5,011,994.08</i>	<i>109.86</i>
	<i>Revenue</i>				
20-00-4212	Wastewater charges	-7,830,000.00	-565,547.95	-6,096,465.59	77.86
20-00-4215	Penalties & late charges	0.00	-1,328.90	-14,714.97	0.00
20-00-4220	System development charges	-78,000.00	-20,660.00	-278,910.00	357.58
20-00-4240	Service installations	0.00	-2,772.90	-31,312.67	0.00
20-00-4290	Other charges for services	0.00	-14.69	-12,425.61	0.00
20-00-4610	Investment revenue	-26,000.00	0.00	-50,482.71	194.16
20-00-4630	Miscellaneous revenues	-66,000.00	-1,477.50	-26,890.34	40.74
20-00-4640	Proceeds from sale of capital	-900,000.00	0.00	0.00	0.00
	<i>Revenue</i>	<i>-8,900,000.00</i>	<i>-591,801.94</i>	<i>-6,511,201.89</i>	<i>73.16</i>
	<b>NonDivisional</b>	<b>-13,462,000.00</b>	<b>-591,801.94</b>	<b>-11,523,195.97</b>	<b>85.60</b>
	<b>Wastewater-Plant</b>				
	<i>Personnel Services</i>				
20-21-5110	Regular employees	1,200,000.00	72,716.05	922,087.85	76.84
20-21-5120	Temporary/Seasonal employees	35,000.00	3,901.97	19,548.54	55.85
20-21-5130	Overtime	62,000.00	0.00	23,116.44	37.28
20-21-5210	Employee Ins-MDVSTDLTDLf	227,000.00	10,803.28	97,218.07	42.83
20-21-5230	Social Security	91,000.00	5,730.80	72,208.20	79.35
20-21-5240	Retirement	230,000.00	10,930.15	137,868.09	59.94
20-21-5250	TrimetWBF	9,000.00	582.77	7,072.28	78.58
20-21-5260	Unemployment	8,500.00	0.00	0.00	0.00
20-21-5270	Workers compensation	12,000.00	7.49	8,382.20	69.85
20-21-5290	Other employee benefits	10,000.00	0.00	942.83	9.43
	<i>Personnel Services</i>	<i>1,884,500.00</i>	<i>104,672.51</i>	<i>1,288,444.50</i>	<i>68.37</i>
	<i>Materials &amp; Services</i>				
20-21-6110	Legal services	70,000.00	60,571.31	142,525.71	203.61
20-21-6120	Accounting & audit services	5,000.00	0.00	2,008.47	40.17
20-21-6130	Engineering services	27,000.00	0.00	2,857.86	10.58
20-21-6140	Administrative services	10,000.00	80.00	1,930.33	19.30
20-21-6150	Contract meter reading	10,000.00	0.00	7,118.49	71.18
20-21-6160	Bond issue costs	0.00	0.00	34,246.00	0.00
20-21-6170	Contract lab services	31,000.00	2,106.00	20,067.00	64.73



Account Number	Description	Budget	Period Amt	End Bal	% of Budget
20-21-6180	Dues & subscriptions	12,000.00	117.32	5,520.73	46.01
20-21-6190	Other professional & tech svcs	0.00	94.87	15,868.39	0.00
20-21-6220	Electricity	247,000.00	167.40	199,581.21	80.80
20-21-6230	Telephone	24,000.00	1,058.27	19,513.23	81.31
20-21-6240	Natural gas	4,500.00	90.46	706.26	15.69
20-21-6250	Solid waste disposal	109,000.00	3,559.06	47,835.30	43.89
20-21-6290	Other utilities	2,000.00	457.73	4,656.66	232.83
20-21-6310	Janitorial services	3,000.00	331.33	15,908.79	530.29
20-21-6320	Buildings & grounds maint.	14,000.00	42.65	16,572.06	118.37
20-21-6330	Vehicle & equipment maint.	23,600.00	395.25	22,681.48	96.11
20-21-6342	WRF System maintenance	204,500.00	5,116.02	172,681.10	84.44
20-21-6350	Computer maintenance	83,000.00	5,463.87	75,127.74	90.52
20-21-6390	Other repairs & maintenance	0.00	2,440.00	14,221.83	0.00
20-21-6410	Mileage	2,000.00	5.26	849.47	42.47
20-21-6420	Staff training	16,000.00	6.96	-2,688.10	-16.80
20-21-6430	Certifications	5,000.00	383.30	1,760.24	35.20
20-21-6440	Board travel & training	3,300.00	159.51	400.81	12.15
20-21-6510	Office supplies	20,000.00	839.58	5,177.65	25.89
20-21-6520	Fuel & oils	30,000.00	5,282.59	29,986.58	99.96
20-21-6530	Small tools & equipment	20,200.00	9,107.78	11,210.20	55.50
20-21-6540	Safety supplies	5,100.00	705.50	4,123.63	80.86
20-21-6550	Operational Supplies	39,000.00	952.12	33,880.65	86.87
20-21-6560	Uniforms	11,000.00	809.78	11,810.12	107.36
20-21-6590	Other supplies	30,000.00	351.92	9,066.63	30.22
20-21-6610	Board compensation	1,000.00	51.00	416.00	41.60
20-21-6720	Insurance	81,100.00	0.00	92,411.07	113.95
20-21-6730	Communications	4,500.00	41.32	689.43	15.32
20-21-6750	Other purchased services	11,500.00	1,229.30	41,659.85	362.26
20-21-6770	Bank charges	20,000.00	633.44	41,251.99	206.26
20-21-6780	Taxes & fees	43,500.00	0.00	33,106.71	76.11
20-21-6900	Miscellaneous expense	0.00	0.00	-297.29	0.00
	<i>Materials &amp; Services</i>	<i>1,222,800.00</i>	<i>102,650.90</i>	<i>1,136,444.28</i>	<i>92.94</i>
	<i>Capital Outlay</i>				
20-21-7300	Buildings & improvements	900,000.00	0.00	7,539.48	0.84
20-21-7510	Furniture & fixtures	0.00	115.22	115.22	0.00
20-21-7520	Equipment	0.00	0.00	46,293.17	0.00
20-21-7530	Software	50,000.00	1,526.33	35,195.84	70.39
20-21-7540	Vehicles	0.00	0.00	391.90	0.00
20-21-7600	Capital Improvement Projects	575,000.00	9,910.01	76,491.21	13.30
	<i>Capital Outlay</i>	<i>1,525,000.00</i>	<i>11,551.56</i>	<i>166,026.82</i>	<i>10.89</i>
	<b>Wastewater-Plant</b>	<b>4,632,300.00</b>	<b>218,874.97</b>	<b>2,590,915.60</b>	<b>55.93</b>
	<b>Wastewater-Collections</b>				
	<i>Personnel Services</i>				
20-22-5110	Regular employees	700,000.00	54,845.74	642,521.52	91.79
20-22-5120	Temporary/Seasonal employees	17,000.00	346.46	5,603.60	32.96
20-22-5130	Overtime	60,000.00	0.00	5,524.61	9.21

Account Number	Description	Budget	Period Amt	End Bal	% of Budget
20-22-5210	Employee Ins-MDVSTDLTDLf	137,000.00	9,304.40	79,812.09	58.26
20-22-5230	Social Security	56,000.00	4,146.25	49,279.47	88.00
20-22-5240	Retirement	140,000.00	8,690.89	98,851.47	70.61
20-22-5250	TrimetWBF	5,500.00	422.53	4,936.54	89.76
20-22-5260	Unemployment	5,000.00	0.00	0.00	0.00
20-22-5270	Workers compensation	7,000.00	2.56	6,542.03	93.46
20-22-5290	Other employee benefits	6,000.00	0.00	645.92	10.77
	<i>Personnel Services</i>	<i>1,133,500.00</i>	<i>77,758.83</i>	<i>893,717.25</i>	<i>78.85</i>
	<i>Materials &amp; Services</i>				
20-22-6110	Legal services	20,000.00	8,101.71	53,434.68	267.17
20-22-6120	Accounting & audit services	5,000.00	0.00	1,958.27	39.17
20-22-6130	Engineering services	27,000.00	0.00	42.14	0.16
20-22-6140	Administrative services	10,000.00	80.00	1,187.17	11.87
20-22-6150	Contract meter reading	10,000.00	0.00	7,118.52	71.19
20-22-6170	Contract lab services	2,000.00	444.00	1,776.00	88.80
20-22-6180	Dues & subscriptions	13,000.00	56.77	1,882.03	14.48
20-22-6190	Other professional & tech svcs	17,600.00	469.15	6,337.63	36.01
20-22-6220	Electricity	7,000.00	4,045.93	28,797.53	411.39
20-22-6230	Telephone	15,000.00	635.69	15,412.09	102.75
20-22-6240	Natural gas	3,200.00	90.46	678.85	21.21
20-22-6290	Other utilities	8,300.00	233.22	8,548.40	102.99
20-22-6310	Janitorial services	3,000.00	135.02	3,962.33	132.08
20-22-6320	Buildings & grounds	4,800.00	9.64	775.65	16.16
20-22-6330	Vehicle & equipment maint.	5,000.00	347.54	3,814.47	76.29
20-22-6342	Collection system maint.	8,200.00	2,051.66	33,893.63	413.34
20-22-6350	Computer maintenance	35,000.00	255.42	30,414.28	86.90
20-22-6390	Other repairs & maintenance	30,000.00	0.00	22,782.03	75.94
20-22-6410	Mileage	3,000.00	5.26	281.82	9.39
20-22-6420	Staff training	26,000.00	6.96	2,404.85	9.25
20-22-6430	Certifications	500.00	316.20	1,599.26	319.85
20-22-6440	Board travel & training	3,200.00	65.00	163.34	5.10
20-22-6510	Office supplies	18,500.00	347.67	3,702.61	20.01
20-22-6520	Fuel & oils	7,600.00	658.78	5,890.79	77.51
20-22-6530	Small tools & equipment	22,000.00	205.12	1,378.34	6.27
20-22-6540	Safety supplies	2,800.00	168.55	1,286.75	45.96
20-22-6550	Operational Supplies	2,100.00	0.00	3,448.34	164.21
20-22-6560	Uniforms	5,700.00	233.79	4,792.96	84.09
20-22-6590	Other supplies	0.00	0.00	108.52	0.00
20-22-6610	Board compensation	500.00	51.00	416.00	83.20
20-22-6720	Insurance	388,200.00	0.00	13,800.43	3.55
20-22-6730	Communications	4,500.00	30.02	2,883.48	64.08
20-22-6750	Other purchased services	0.00	284.43	18,330.12	0.00
20-22-6770	Bank charges	20,000.00	54.02	7,935.34	39.68
20-22-6780	Taxes & fees	5,500.00	0.00	2,829.08	51.44
20-22-6900	Miscellaneous expense	0.00	0.00	74.01	0.00
	<i>Materials &amp; Services</i>	<i>734,200.00</i>	<i>19,383.01</i>	<i>294,141.74</i>	<i>40.06</i>

*Capital Outlay*

Account Number	Description	Budget	Period Amt	End Bal	% of Budget
20-22-7300	Buildings & improvements	0.00	0.00	2,342.36	0.00
20-22-7510	Furniture & fixtures	0.00	23.47	23.47	0.00
20-22-7520	Equipment	0.00	0.00	12,128.00	0.00
20-22-7530	Software	0.00	4,803.43	19,836.20	0.00
20-22-7600	Capital Improvement Projects	0.00	65.81	131.41	0.00
	<i>Capital Outlay</i>	<i>0.00</i>	<i>4,892.71</i>	<i>34,461.44</i>	<i>0.00</i>
	<b>Wastewater-Collections</b>	<b>1,867,700.00</b>	<b>102,034.55</b>	<b>1,222,320.43</b>	<b>65.45</b>
<b>20</b>	<b>Wastewater Reclam.</b>	<b>-6,962,000.00</b>	<b>-270,892.42</b>	<b>-7,709,959.94</b>	<b>110.74</b>
<b>30</b>	<b>Watershed Protection NonDivisional</b>				
	<i>Beginning Fund Balance</i>				
30-00-3500	Fund balance	-2,080,000.00	0.00	-2,371,482.30	114.01
	<i>Beginning Fund Balance</i>	<i>-2,080,000.00</i>	<i>0.00</i>	<i>-2,371,482.30</i>	<i>114.01</i>
	<i>Revenue</i>				
30-00-4213	Watershed protection fees	-1,420,000.00	-115,004.27	-1,119,085.07	78.81
30-00-4215	Penalties & late charges	0.00	-37.05	-2,464.91	0.00
30-00-4240	Service installations	0.00	-3,743.22	-30,217.96	0.00
30-00-4280	Rents & leases	0.00	0.00	0.00	0.00
30-00-4290	Other charges for services	-11,500.00	0.00	-960.09	8.35
30-00-4300	Grant Revenue	-250,000.00	0.00	0.00	0.00
30-00-4610	Investment revenue	-19,300.00	0.00	-29,722.00	154.00
30-00-4630	Miscellaneous revenues	-32,500.00	-492.50	-3,924.14	12.07
30-00-4640	Proceeds from sale of capital	-362,000.00	0.00	0.00	0.00
	<i>Revenue</i>	<i>-2,095,300.00</i>	<i>-119,277.04</i>	<i>-1,186,374.17</i>	<i>56.62</i>
	<b>NonDivisional</b>	<b>-4,175,300.00</b>	<b>-119,277.04</b>	<b>-3,557,856.47</b>	<b>85.21</b>
	<b>Watershed Protection</b>				
	<i>Personnel Services</i>				
30-23-5110	Regular employees	405,000.00	24,306.82	288,705.90	71.29
30-23-5120	Temporary/Seasonal employees	35,000.00	527.84	10,200.35	29.14
30-23-5130	Overtime	1,000.00	0.00	1,550.84	155.08
30-23-5210	Employee Ins-MDVSTDLTDLf	75,000.00	4,480.21	33,790.32	45.05
30-23-5230	Social Security	30,000.00	1,830.25	22,129.26	73.76
30-23-5240	Retirement	3,000.00	4,085.04	47,032.97	1,567.77
30-23-5250	TrimetWBF	3,000.00	187.51	2,206.10	73.54
30-23-5260	Unemployment	3,000.00	0.00	0.00	0.00
30-23-5270	Workers compensation	4,000.00	0.87	3,399.99	85.00
30-23-5290	Other employee benefits	3,000.00	0.00	328.14	10.94
	<i>Personnel Services</i>	<i>562,000.00</i>	<i>35,418.54</i>	<i>409,343.87</i>	<i>72.84</i>
	<i>Materials &amp; Services</i>				
30-23-6110	Legal services	20,000.00	4,025.22	34,776.29	173.88
30-23-6120	Accounting & audit services	6,000.00	0.00	1,335.11	22.25
30-23-6130	Engineering services	17,500.00	0.00	6,798.45	38.85

Account Number	Description	Budget	Period Amt	End Bal	% of Budget
30-23-6140	Administrative services	4,000.00	0.00	686.79	17.17
30-23-6170	Contract lab services	15,000.00	1,460.00	7,503.00	50.02
30-23-6180	Dues & subscriptions	9,000.00	84.01	2,486.06	27.62
30-23-6190	Other professional & tech svcs	0.00	58.89	9,550.63	0.00
30-23-6220	Electricity	2,000.00	103.92	1,152.78	57.64
30-23-6230	Telephone	11,000.00	314.92	7,507.96	68.25
30-23-6240	Natural gas	1,800.00	67.18	461.31	25.63
30-23-6290	Other utilities	6,000.00	236.98	2,094.50	34.91
30-23-6310	Janitorial services	2,000.00	205.70	3,113.16	155.66
30-23-6320	Buildings & grounds	15,000.00	14.70	2,906.60	19.38
30-23-6330	Vehicle & equipment maint.	6,100.00	4.27	-14.72	-0.24
30-23-6340	System maintenance	6,300.00	0.00	23,068.19	366.16
30-23-6350	Computer maintenance	35,900.00	6,750.56	34,590.74	96.35
30-23-6390	Other repairs & maintenance	25,000.00	0.00	1,654.97	6.62
30-23-6410	Mileage	2,000.00	10.22	460.71	23.04
30-23-6420	Staff training	8,000.00	13.51	2,531.90	31.65
30-23-6430	Certifications	400.00	3,981.63	3,981.63	995.41
30-23-6440	Board travel & training	3,300.00	99.04	248.84	7.54
30-23-6510	Office supplies	19,000.00	1,075.08	3,557.48	18.72
30-23-6520	Fuel & oils	3,100.00	216.69	3,104.22	100.14
30-23-6530	Small tools & equipment	7,500.00	0.00	516.42	6.89
30-23-6540	Safety supplies	2,600.00	112.05	1,198.19	46.08
30-23-6550	Operational Supplies	6,200.00	0.00	1,181.52	19.06
30-23-6560	Uniforms	5,250.00	164.49	1,330.08	25.33
30-23-6590	Other supplies	0.00	0.00	63.12	0.00
30-23-6610	Board compensation	1,000.00	99.00	809.00	80.90
30-23-6720	Insurance	16,800.00	0.00	23,454.55	139.61
30-23-6730	Communications	74,000.00	6,901.19	10,890.09	14.72
30-23-6750	Other purchased services	0.00	0.00	9,975.92	0.00
30-23-6770	Bank charges	16,000.00	49.11	5,054.26	31.59
30-23-6780	Taxes & fees	2,100.00	0.00	25.85	1.23
30-23-6900	Miscellaneous expense	500.00	0.00	112.82	22.56
	<i>Materials &amp; Services</i>	<i>350,350.00</i>	<i>26,048.36</i>	<i>208,168.42</i>	<i>59.42</i>
	<i>Capital Outlay</i>				
30-23-7300	Buildings & improvements	0.00	0.00	311.14	0.00
30-23-7510	Furniture & fixtures	0.00	35.78	35.78	0.00
30-23-7530	Software	50,000.00	2,962.88	26,938.96	53.88
30-23-7600	Capital Improvement Projects	1,871,000.00	43.88	93,135.94	4.98
	<i>Capital Outlay</i>	<i>1,921,000.00</i>	<i>3,042.54</i>	<i>120,421.82</i>	<i>6.27</i>
	<b>Watershed Protection</b>	<b>2,833,350.00</b>	<b>64,509.44</b>	<b>737,934.11</b>	<b>26.04</b>
<b>30</b>	<b>Watershed Protection</b>	<b>-1,341,950.00</b>	<b>-54,767.60</b>	<b>-2,819,922.36</b>	<b>210.14</b>

## Oak Lodge Water Services

### Water

#### Account Balances As of:

June 30, 2018

#### Interest Rate

#### Account

Wells Fargo Bank Checking	0.00%	\$440,439.87
Wells Fargo Bank Checking	0.00%	\$2,074.65
LGIP 5289 Water General	2.25%	\$2,561,469.55
LGIP 5790 Sanitary	2.25%	\$2,677,714.18
LGIP 3968 Sanitary GO Bond Debt Svc	2.25%	\$783,052.64
LGIP 3869 Sanitary Debt Svc	2.25%	\$1,215,130.52
LGIP 5002 Sanitary General	2.25%	\$4,432,906.97
Total		<u>\$12,112,788.38</u>



## STAFF REPORT

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**To:** Board of Directors  
**From:** Kelly Stacey, Finance Director  
**Agenda Item:** Checks for June 2018  
**Item No.:** 4aiv  
**Date:** July 17, 2018

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### **Background**

Auditors have requested formal approval of checks by the Board of Directors

### **Issue**

The District needs formal authorization of June checks numbered 41143 through 41276, which include accounts payable and payroll checks as well as electronic withdrawals totaling \$563,111.31. Attached you will find a report showing all checks and electronic withdrawals for June 2018 (0 under check number signifies ACH). There were two voided checks for the month.

### **Recommendations**

It is recommended to the Board that checks numbered 41143 through 41276 and electronic withdrawals be formally approved by the Board.

### **Background**

The District pays expenditures throughout the month.

### **Facts and Findings**

The District auditors require the Board to formally approve monthly payments to conform to Generally Accepted Accounting Principles (GAAP).

### **Attachments**

1. Accela Checks by Date June 2018

## Bank Reconciliation

## Checks by Date

User: kelly

Printed: 07/10/2018 - 1:13PM

Cleared and Not Cleared Checks

Print Void Checks

0	6/4/2018	ETS Corporation	AP	8.75
0	6/4/2018	Authorize.net	AP	4.52
0	6/4/2018	Check Commerce	AP	130.25
0	6/4/2018	ETS Corporation	AP	54.74
0	6/4/2018	ETS Corporation	AP	8.75
0	6/11/2018	TSYS	AP	6,463.83
0	6/11/2018	Wells Fargo Bank, N.A. (182)	AP	1,327.38
0	6/11/2018	Wells Fargo Bank, N.A. (182)	AP	109.97
0	6/12/2018	Wells Fargo Bank	AP	272.35
0	6/15/2018	Payroll Direct Deposit	PR	63,333.80
0	6/18/2018	Pitney Bowes, Inc.	AP	300.00
0	6/30/2018	Payroll Direct Deposit	PR	62,319.91
40989	4/30/2018	MICHELLE PAULO	AP Void	116.54
41059	5/16/2018	Precision Locksmith Service	AP Void	280.75
41143	6/4/2018	MICHELLE PAULO	AP	116.54
41144	6/4/2018	J Voreis	AP	124.38
41145	6/4/2018	Public & Government Affairs Clackamas County	AP	228.00
41146	6/15/2018	Payroll Check	PR	2,311.79
41147	6/15/2018	Payroll Check	PR	1,274.94
41148	6/15/2018	Payroll Check	PR	864.16
41149	6/15/2018	Accela	AP	15,400.00
41150	6/15/2018	Ace Hardware #11075	AP	118.33
41151	6/15/2018	American Backflow Services	AP	180.00
41152	6/15/2018	Apex Labs	AP	2,420.00
41153	6/15/2018	Backflow Management Inc.	AP	75.00
41154	6/15/2018	BMS Technologies	AP	3,603.74
41155	6/15/2018	Cable Huston Benedict Et Al	AP	2,850.00
41156	6/15/2018	Causey Demgen & Moore P.C.	AP	2,500.00
41157	6/15/2018	Century Link	AP	17.81
41158	6/15/2018	Cessco, Inc	AP	683.90
41159	6/15/2018	Lara Christensen	AP	783.28
41160	6/15/2018	Cintas Corporation	AP	307.92
41161	6/15/2018	Cintas Corporation - 463	AP	89.54
41162	6/15/2018	City Of Gladstone	AP	738.16
41163	6/15/2018	City Of Milwaukie	AP	1,374.68
41164	6/15/2018	Coastal Farm & Home Supply	AP	90.72
41165	6/15/2018	Consolidated Supply Co.	AP	5,829.32
41166	6/15/2018	Convergence Networks	AP	7,094.00
41167	6/15/2018	CORE & MAIN	AP	59.52
41168	6/15/2018	Detemple Company, Inc.	AP	2,316.47

41169	6/15/2018	Law Office of Eileen Eakins, LLC	AP	748.00
41170	6/15/2018	Impressions Printing Inc	AP	205.00
41171	6/15/2018	J. Thayer Company	AP	221.05
41172	6/15/2018	JSE Labs	AP	1,890.00
41173	6/15/2018	Kaiser Permanente	AP	7,790.58
41174	6/15/2018	Madison Biosolids, Inc.	AP	2,610.30
41175	6/15/2018	Mail Finance	AP	599.43
41176	6/15/2018	Metereaders, LLC	AP	1,770.39
41177	6/15/2018	Metro Overhead Door	AP	322.00
41178	6/15/2018	Mr. Rooter	AP	722.19
41179	6/15/2018	NCCWC	AP	83,130.83
41180	6/15/2018	Net Assets Corporation	AP	538.00
41181	6/15/2018	Northstar Chemical, Inc.	AP	535.00
41182	6/15/2018	Northwest Natural	AP	69.86
41183	6/15/2018	Olson Bros. Service, Inc.	AP	2,007.40
41184	6/15/2018	One Call Concepts, Inc.	AP	409.20
41185	6/15/2018	Oregon Deq	AP	160.00
41186	6/15/2018	Owen Equipment	AP	2,641.70
41187	6/15/2018	Pamplin Media Group	AP	241.74
41188	6/15/2018	Pape Machinery	AP	2,436.01
41189	6/15/2018	Pauly, Rogers And Co., PC	AP	9,600.00
41190	6/15/2018	PlanB Consultancy	AP	3,600.00
41191	6/15/2018	Portland Engineering Inc	AP	120.00
41192	6/15/2018	Portland General Electric	AP	3,192.58
41193	6/15/2018	Precision Locksmith Service	AP	468.75
41194	6/15/2018	Providence Occupational Health	AP	25.00
41195	6/15/2018	Relay Resources	AP	4,898.14
41196	6/15/2018	Sanitech LLC	AP	6,400.00
41197	6/15/2018	SDIS	AP	11,878.57
41198	6/15/2018	Dave Seifert	AP	29.97
41199	6/15/2018	Stan the Hot Water Man	AP	385.50
41200	6/15/2018	TEC Equipment, Inc	AP	821.59
41201	6/15/2018	Unifirst Corporation	AP	1,421.14
41202	6/15/2018	US Bank Equipment Finance	AP	220.00
41203	6/15/2018	Verizon Wireless	AP	964.90
41204	6/15/2018	Waste Connections	AP	59.62
41205	6/15/2018	Waste Management Of Oregon	AP	4,390.24
41206	6/15/2018	Xerox Corporation	AP	26.30
41207	6/15/2018	Water Environment Services	AP	139.05
41208	6/15/2018	WW Machine Shop Inc	AP	1,175.00
41209	6/20/2018	SDIS	AP	15,212.12
41210	6/29/2018	Payroll Check	PR	2,121.63
41211	6/29/2018	Payroll Check	PR	770.13
41212	6/29/2018	Payroll Check	PR	426.53
41213	6/29/2018	Accela	AP	722.86
41214	6/29/2018	Ace Hardware #11075	AP	219.73
41215	6/29/2018	AFLAC	AP	628.47



41216	6/29/2018	AFSCME Council 75	AP	730.76
41217	6/29/2018	American Backflow Services	AP	60.00
41218	6/29/2018	Answernet	AP	167.52
41219	6/29/2018	RYAN BETHKE	AP	32.15
41220	6/29/2018	Aleah Binkowski-Burk	AP	27.46
41221	6/29/2018	BMS Technologies	AP	3,517.79
41222	6/29/2018	Brown And Caldwell	AP	906.21
41223	6/29/2018	BTL NW	AP	155.87
41224	6/29/2018	Bullard Law	AP	3,711.00
41225	6/29/2018	Bureau Of Labor And Industries	AP	3,167.67
41226	6/29/2018	Cascade Pacific RC&D	AP	11,399.16
41227	6/29/2018	Century Link	AP	793.45
41228	6/29/2018	Cessco, Inc	AP	821.00
41229	6/29/2018	Sarah Jo Chaplen	AP	990.00
41230	6/29/2018	Cintas Corporation	AP	210.85
41231	6/29/2018	City Of Gladstone	AP	10,119.46
41232	6/29/2018	Clackamas Comm. Federal CU	AP	135.00
41233	6/29/2018	Columbia Land Trust	AP	7,500.00
41234	6/29/2018	Comcast Cable	AP	419.37
41235	6/29/2018	Convergence Networks	AP	3,932.98
41236	6/29/2018	DSU Peterbilt & Gmc Inc	AP	600.00
41237	6/29/2018	Ecology In Classrooms&Outdoors	AP	7,500.00
41238	6/29/2018	Ferrari Enterprises	AP	602.00
41239	6/29/2018	COREY & KIM GILLIAM	AP	14.59
41240	6/29/2018	Grainger, Inc.	AP	1,221.23
41241	6/29/2018	MONIQUE GRANT	AP	3.27
41242	6/29/2018	RMAX TRUST C/O H&H PREFERRED	AP	73.08
41243	6/29/2018	HDR Engineering, Inc.	AP	13,109.68
41244	6/29/2018	Impressions Printing Inc	AP	286.00
41245	6/29/2018	J. Thayer Company	AP	112.78
41246	6/29/2018	John Crane, Inc.	AP	1,105.97
41247	6/29/2018	Kaiser Permanente	AP	7,138.46
41248	6/29/2018	Lou's Gloves	AP	516.00
41249	6/29/2018	Madison Biosolids, Inc.	AP	6,271.42
41250	6/29/2018	MARK DUVALL & MEGAN WERTZ	AP	10.01
41251	6/29/2018	Mr. Rooter	AP	9,315.53
41252	6/29/2018	Elaine Murray	AP	351.91
41253	6/29/2018	Napa Auto Parts - Store #07078	AP	15.98
41254	6/29/2018	NCUWC	AP	17,115.28
41255	6/29/2018	Northwest Natural	AP	224.77
41256	6/29/2018	OCD Automation, Inc.	AP	1,744.50
41257	6/29/2018	Olson Bros. Service, Inc.	AP	370.50
41258	6/29/2018	Oregon DMV Records Policy Unit	AP	4.20
41259	6/29/2018	Oregonian Publishing Company	AP	478.56
41260	6/29/2018	Overhead Door Company	AP	975.45
41261	6/29/2018	Pamplin Media Group	AP	126.39
41262	6/29/2018	Pape Machinery	AP	1,625.00

41263	6/29/2018	PHS Academic	AP	284.85
41264	6/29/2018	PlanB Consultancy	AP	10,081.25
41265	6/29/2018	Portland General Electric	AP	51,892.38
41266	6/29/2018	Relay Resources	AP	10,642.77
41267	6/29/2018	Ricoh Americas Corporation	AP	179.44
41268	6/29/2018	River Road Garage	AP	77.90
41269	6/29/2018	TEC Equipment, Inc	AP	471.65
41270	6/29/2018	Top Industrial Supply	AP	59.98
41271	6/29/2018	Traver's Cleaning Service Inc.	AP	35.00
41272	6/29/2018	Unifirst Corporation	AP	875.50
41273	6/29/2018	Verizon Wireless	AP	2,402.27
41274	6/29/2018	Water Environment Federation	AP	1,055.00
41275	6/29/2018	Western Exterminator Company	AP	269.14
41276	6/29/2018	C Yohn	AP	320.97

Total Void Check Count:	2
Total Void Check Amount:	397.29
Total Valid Check Count:	212
Total Valid Check Amount:	563,111.31
Total Check Count:	214
Total Check Amount:	563,508.60

BR-Checks by Date (7/10/2018 - 1:13 PM)



OAK LODGE WATER SERVICES  
Minutes  
Board of Directors – Special Meeting 9:30 a.m.  
June 6, 2018

Board of Directors - Members Present:

Nancy Gibson, President  
Susan Keil, Vice President/Secretary  
Lynn Fisher, Treasurer  
Kevin Williams, Director  
Vacant Seat, Director,

Board of Directors - Members Absent:

none

Oak Lodge Water Services Staff Present:

Sarah Jo Chaplen, General Manager  
Aleah Binkowski-Burk, Human Resources and Payroll Manager  
Chris Duckworth, District Labor Attorney,

Visitors Present:

None.

## **Board of Directors Special Meeting—Executive Session**

### **1. Call to Order / Pledge of Allegiance**

President Gibson convened the Special Meeting of the Board of Directors at 9:33 a.m. and Director Williams led the Pledge of Allegiance.

### **2. Call for Public Testimony**

There were no members of the public present.

### **3. Executive Session**

President Gibson recessed the public meeting and convened the Executive Session at 9:34 a.m., regarding matters contained within ORS 192.660 (2)(f): for the Board to consider information or records that are exempt by law from public inspection.

The District's Labor Attorney outlined the contents of an attorney-client privileged legal memorandum analyzing three recently issued or pending court cases: *Janus v. AFSCME Council 31*, *ATU Local 757 v. TriMet*, and *AFSCME Council 75 v. City of Lebanon*. The District's Labor Attorney provided legal advice in response to Board members' questions regarding any implications for the District.

### **4. Executive Session adjourned**

President Gibson closed the Executive Session at 10:35 a.m.

**5. Public Meeting Session restarted**

President Gibson opened the Special Meeting Session at 10:35 a.m. There was no business to be completed.

**6. Public Comment Period**

No public testimony. There were no members of the public present.

**7. Adjourn Special Board Meeting**

President Nancy Gibson adjourned the regular meeting at 10:35 a.m.

Respectfully submitted,

\_\_\_\_\_  
Sarah Jo Chaplen  
General Manager

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

\_\_\_\_\_  
Nancy Gibson  
President, Board of Directors

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



OAK LODGE WATER SERVICES  
Minutes  
Board of Directors – Special Meeting 1:00 p.m.  
Wednesday, June 13, 2018

Board of Directors - Members Present:

Nancy Gibson, President  
Susan Keil, Vice President/Secretary  
Lynn Fisher, Treasurer  
Kevin Williams, Director  
Vacant Seat, Director,

Board of Directors - Members Absent:  
none

Oak Lodge Water Services Staff Present:  
None,

Visitors Present:  
None.

**Board of Directors Special Meeting—Executive Session**

**1. Call to Order / Pledge of Allegiance**

President Gibson convened the Special Meeting of the Board of Directors at 1:00 p.m. and led the Pledge of Allegiance.

**2. Call for Public Testimony**

There were no members of the public present.

**3. Executive Session**

President Gibson recessed the public meeting and convened the Executive Session at 1:02 p.m., regarding matters contained within ORS 192.660 (2)(i): to review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

The Board discussed their observations of the General Manager's work and potential feedback to give her.

**4. Executive Session adjourned**

President Gibson closed the Executive Session at 1:53 p.m.

**5. Public Meeting Session restarted**

President Gibson opened the Special Meeting Session at 1:54 p.m. The decision was made to meet with the General Manager for her performance review on Monday, June 18<sup>th</sup>, to

request her to prepare some analysis of her performance and potential feed-back to the Board, and to order boxed dinners.

**6. Public Comment Period**

No public testimony. There were no members of the public present.

**7. Adjourn Special Board Meeting**

President Nancy Gibson adjourned the meeting at 2:01 p.m.

Respectfully submitted,

\_\_\_\_\_  
Sarah Jo Chaplen  
General Manager

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

\_\_\_\_\_  
Nancy Gibson  
President, Board of Directors

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



OAK LODGE WATER SERVICES

Minutes

Board of Directors – Special Meeting 5:30 p.m.

June 18, 2018

Held at the Technical Services Building:

14611 SE River Road, Oak Grove, OR 97267

Board of Directors - Members Present:

Nancy Gibson, President  
Susan Keil, Vice President/Secretary  
Lynn Fisher, Treasurer  
Kevin Williams, Director  
Vacant Seat, Director,

Board of Directors - Members Absent:

None,

Oak Lodge Water Services Staff Present:

Sarah Jo Chaplen, General Manager,

Visitors Present:

None.

## **Board of Directors Special Meeting—Executive Session**

**Dinner was served first. Because of dinner first, the meeting got off to a later start.**

### **1. Call to Order / Pledge of Allegiance**

President Gibson convened the Special Meeting of the Board of Directors at 5:46 p.m.

### **2. Call for Public Testimony**

There were no members of the public present.

### **3. Executive Session**

President Gibson recessed the public meeting and convened the Executive Session at 5:47 p.m., under ORS 192.660 (2)(i) for the Board to review and evaluate the job performance of an executive officer. Susan Keil reviewed the Board's joint feed-back with the General Manager on her initial eight months with the District. During the conversation individual Directors added additional thoughts and examples. The General Manager's annual review will occur in October 2018.

### **4. Executive Session adjourned**

President Gibson closed the Executive Session at 6:54 p.m.

### **5. Public Meeting Session restarted**

President Gibson re-opened the Special Meeting Session at 6:55 p.m. The following business occurred:

**Director Lynn Fisher made the motion that the General Manager, being part of the organization, would receive the same COLA as had been agreed to by the Board in the Collective Bargaining Agreement. Director Susan Keil seconded the motion.**

**Ayes: 4**

**Nays: None**

**Motion carried unanimously: 4-0**

**6. Public Comment Period**

No public testimony. There were no members of the public present.

**7. Adjourn Special Board Meeting**

President Nancy Gibson adjourned the regular meeting at 6:55 p.m.

Respectfully submitted,

\_\_\_\_\_  
Sarah Jo Chaplen  
General Manager

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

\_\_\_\_\_  
Nancy Gibson  
President, Board of Directors

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





OAK LODGE WATER SERVICES  
Minutes  
Board of Directors – Regular Meeting 6:00 p.m.  
June 19, 2018

Board of Directors - Members Present:

Nancy Gibson, President  
Susan Keil, Vice President/Secretary  
Lynn Fisher, Treasurer  
Kevin Williams, Director  
Vacant Seat, Director,

Board of Directors - Members Absent:  
none

Oak Lodge Water Services Staff Present:

Sarah Jo Chaplen, General Manager  
Aleah Binkowski-Burk, Human Resources and Payroll Manager  
Jason Rice, District Engineer  
David Mendenhall, Plant Superintendent (absent)  
Kelly Stacey, Finance Director  
Todd Knapp, Field Operations Superintendent  
Tommy Brooks, District Counsel, Cable Huston LLP,

Visitors Present:

Eric Hofeld, Sunrise Water Authority  
Paul Gornick, Budget Committee Member  
Ernie Platt, Sunrise Water Authority  
Robert DiLallo, Local Resident  
Rob Moody, Representative for PlanB Consultancy/Financial Contract.

## **Regular Board of Directors Meeting**

### **1. Call to Order and Flag Salute**

Board President Nancy Gibson called the regular meeting to order at 6:01 p.m. and Secretary Keil led the pledge of allegiance.

### **2. Call for Public Comment**

Robert DiLallo, 3230 SE Riesling Road, Oak Grove, asked from where Oak Lodge gets its water, prompted by the recent news of algae being in other water sources. General Manager Chaplen responded that Oak Lodge gets its water from two lakes, Timothy Lake and North Fork Reservoir. Portland General Electric (PGE) has control over the lakes and conducts regular monitoring so that if they see a sample that should receive follow up testing they let the drinking water plants down the Clackamas River (including the Oak Lodge drinking water plant) know. Next, all of those drinking water treatment plants test the raw water for signs of algal blooms. In the last twelve years of testing Oak Lodge has not

had signs of toxicity in our finished water. President Gibson added that our plant has activated charcoal set up in our drinking water treatment process should we need it. A follow up question asked whether our source is open to the public or protected. The Board responded that Timothy Lake and the North Fork Reservoir as well as the Clackamas River are open to the public and are used for recreational purposes.

### **3. Consent Agenda**

- **May 2018 Financial Reports**
  - **Approval of May 2018 Check Run**
- **May 15, 2018 Board Meeting Minutes**

Questions included: One the Bank Reconciliation Check Register what was the check to North Clackamas County Water Commission (NCCWC) for \$69,000? Response that is the charge for the OLWS water purchase. Question about what the Water Systems Consulting is? Response that they are the consultants for the Water Master Plan and the charge was an installment on the work. Question on the seven small payments to Rose Villa? Response that they received two bills on each account and made duplicate payments on the accounts they have for OLWS and there were several refunds for their regular billings that were duplicated. No further changes or comments on the consent agenda. Question about what the payments to Schoolyard Farms were for? Response that this payment was for plant materials, as part of a District grant to Schoolyard Farms for projects that assist the District in achieving the goals on their Municipal Separate Storm Sewer System (MS4) Permit. These goals help reduce water temperature in our local waters and the projects help educate the public while they meet the MS4 goals. The District has several partners like Schoolyard Farms, for example the North Clackamas Urban Watersheds Council (NCUWC). There were no further questions.

**Director Williams moved to approve the consent agenda. Secretary Keil seconded the motion.**

**Ayes: 4**

**Nays: None**

**Motion carried: 4-0**

### **4. Repeal of Resolution 2008-9 of the Oak Lodge Water District establishing System Development Charges for the Water System and replacing it with Oak Lodge Water Services District Resolution 18-04 reestablishing System Development Charges for the Water System and changing the effective date for rate changes to July 1 every year as part of the adopted budget.**

General Manager Chaplen presented Resolution 18-04 to the Board in order to line up the review of Water System Development Charges (SDCs) with the timing for review of the other SDCs. Any future changes to Water System SDCs will be based on this Resolution, which will match the fiscal year of the rest of the OLWS Fee Schedule. There was a question about the adoption of Fees Schedule being very close to the July adoption date, and recommendation that we move the review of the Fees/Rates/Budget earlier in the year, to the April meeting if possible. Staff comment that we have been sharing the proposed Fee Schedule since early in the calendar year. Question about if the District uses a pricing index consistent with the Home Builders Association. Staff responded yes and that each

year the fees and rates will be renegotiated in order to adopt them as part of the regular Budgeting process. The Board suggested that Portland may have adopted in May and that we should be as transparent as possible and have a clear process for public review. The Board raised another question about the website and if we have the SDC methodology publicly posted on it. Staff response that yes, the rates and methods for getting to those rates are likely posted and we will follow up on where. The Board suggested how important it is to have the public understand the philosophy around regular rate increases over time to keep up with investments in infrastructure. The General Manager will follow up on next year's schedule.

**Director Fisher moved to approve Resolution No. 18-04 which repeals Resolution 2008-9 of the Oak Lodge Water District and then reestablishes System Development Charges for the Water System and changes the effective date for rate changes to July 1 every year as part of the adopted budget.”. Secretary Keil seconded the motion.**

**Ayes: 4**

**Nays: None**

**Motion carried: 4-0**

**5. Resolution 18-05 to adopt OLWSD FY'19 Budget, and Resolution 18-06 to adopt FY'19 Rates, Fees and Other Charges Schedule**

Finance Director Stacey Kelly presented the Board with final budget, the same budget document that was recommended by the Budget Committee. She requested a public hearing in order to pursue the adoption of the FY 2018-2019 Budget. The Board asked about the high fees for industrial pretreatment and for ongoing monitoring (although the District currently does not have any industrial users). Staff responded the District followed the same rate structure as the Department of Environmental Quality, and that in general we are low on many of our permit fees. The Board suggested conducting a rate study on permits and presenting that information to the Budget Committee for review sometime before next year. The Board asked about the District's philosophy about cost structure and staff replied the District approach has been to cover costs.

**President Gibson called for a Public Hearing in review of the budget as presented. There were no comments from the Public. President Gibson closed the Public Hearing and reconvened Regular Board Meeting.**

**Director Williams moved to adopt the amounts as stated in Resolution 18-05 for Fiscal Year July 1, 2018 and appropriate the funds in the amount of \$45,236,543. Secretary Keil seconded the motion.**

**Ayes: 4**

**Nays: None**

**Motion carried: 4-0**

**Director Fisher moved to adopt the amounts as stated in Resolution 18-05 for fiscal year beginning July 1, 2018 and appropriate the funds as outlined. Director Williams seconded the motion.**

**Ayes: 4**

**Nays: None**

**Motion carried: 4-0**

**Secretary Keil moved to adopt Resolution 18-06 adopting Fiscal Year 2018-2019 Rates, Fees, and Other Charges. Director Fisher seconded the motion.**

**Ayes: 4**

**Nays: None**

**Motion carried: 4-0**

## **6. Financial Services Contract**

Finance Director Kelly Stacey presented Rob Moody from PlanB Consultancy and outlined next steps for the District, including providing a set of consistent and integrated financial policy's, the capital asset data conversion (transfer of fixed assets into the new system), and conduct a risk assessment. In order to complete these goals in a timely manner she recommended contracting with PlanB Consultancy to assist with this work. Rob Moody introduced himself and provided an overview of the services PlanB will provide to the District. To hire PlanB, the District can use the same services as the state contract because they went through the appropriate RFP process. The Board emphasized the importance of getting the financial policies set into place and staff responded work could be done concurrently by the PlanB team. The Board asked how the capital asset determinations will mix with the current asset inventory and staff responded the project includes this question and will have to make sure the inventory is validated using available data and/or direct assessment with the goal of having the total amounts consistent and accurate for financial auditing purposes. The detail provided in the financial system will help provide information for financing if needed.

**Director Williams moved to approve the Finance Director to sign a contract with PlanB Consultancy, Inc for financial services as described in the attached contract and to negotiate individual purchase orders for selected financial services as needed not to exceed \$150,000. Secretary Keil seconded the motion.**

**Ayes: 4**

**Nays: None**

**Motion carried: 4-0**

## **7. Capital Asset Management Policy**

Finance Director Kelly Stacey presented the Capital Asset Management Policy, written by Rob Moody and tailored to OLWS by managers, which will provide a framework for the District to make decisions around Capital Asset Management. The Board had no significant questions on the policy but asked if there was adequate staffing to carry out the required tasks. The Board commented on the fast pace of the work throughout and since the consolidation and urged management to make sure staff are not burned out. The Board reflected that the policy will draw on multiple departments to manage the work. Eric Hofeld asked what the lower limit for tracking would be and the Board responded \$5,000 as defined in the document. Staff added that smaller items such as cell phones and computers would also be tracked on an independent list. The Board was impressed with the asset

class lifecycles listed commenting that the replacement cycles would help keep down the cost of repairs.

**Director Fisher moved to approve the Oak Lodge Water Services Capital Asset Management Policy as presented. Secretary Keil seconded the motion.**

**Ayes: 4**

**Nays: None**

**Motion carried: 4-0**

#### **8. Donated Leave Policy**

Human Resources and Payroll Manager Aleah Binkowski-Burk presented a Donated Leave Policy to bridge paid leave coverage to help employees take care of costs after their Family Medical Leave Act time has been drawn down. The Board commented on a Catastrophic Leave Policy at a former place of employment and to make sure that employees do not abuse the policy. Staff assured the Board that they would track abuse and reassured the Board that the District is small, and abuse would prove to be difficult to hide.

**Director Fisher moved to approve the addition of the Vacation Leave and Compensatory Time Donations and Use Policy to the Oak Lodge Water Services' Employee Handbook in substance. The HR Manager, General Manager and Labor Attorney will finalize. Director Williams seconded the motion.**

**Ayes: 4**

**Nays: None**

**Motion carried: 4-0**

#### **9. Resolution 18-07: Amendments to Oak Lodge Water Services District Purchasing Rules**

District Engineer Jason Rice presented Resolution 18-07 for Board approval, clarifying changes to the current rules would update them to match the State rules. If expenses are over \$50,000 the Board would be brought into the decision. Intermediate procurement would likewise be shifted to \$250,000, also matching State rules.

**Director Williams moved to adopt Resolution 18-07 and therefore modify the District's Purchasing Rules to mirror the contracting limits established in state law, allowing the direct appointment of architectural or engineering consultants in an amount up to \$100,000, to adjust the cap for intermediate contracting with A&E Consultants to \$250,000, and direct the District's staff and attorney to prepare a revised version of the rules to reflect this change. Director Fisher seconded the motion.**

**Ayes: 4**

**Nays: None**

**Motion carried: 4-0**

#### **10. Technical Services On-Call Contract**

District Engineer Jason Rice presented the Technical Services On-Call Contract to prepare OLWS for the upcoming Capital Improvement Plan. He described details of individual applicants. There are five areas covering General and Specific Engineering Services, Environmental Services, Field Services and Public Involvement. He described the process of writing, receiving and evaluating applicants for the Request for Qualifications. There were three firms selected for each area except for the single applicant to the Public Involvement area. Please refer to the Board Packet for recommendation of specific agencies for each category. He described how this support would help with the changes planned for the Development Tracker. The Board commented in detail on a negative experience with one of the vendors being extremely biased and unprofessional based on who had hired them and recommended that the firm be pulled from the selection pool. Staff heard the comments and respectfully described multiple projects in which the firm proved more than satisfactory in fulfilling the requirements they were hired for. The Board reiterated that the Jennings Lodge community and CPO will be very dismayed if they learn that this firm will work on projects in their area. Further comments included details about the historic trees on the Evangelical Retreat Center property, community roots and lack of storm water mitigation and shared the name of the firm as being AKS Engineering.

**Director Williams moved to approve the selection panels' recommendations for On-Call contracts and to authorize the General Manager and/or Designee to sign contracts with selected firms. Director Fisher seconded the motion.**

**Ayes: 3**

**Nays: None**

**Abstain: 1 Due to Negative Comments about the single vendor listed above**

**Motion carried: 3-0**

General Manager Chaplen commented on the significant amount of staff work that went into developing the Procurement Policy, the On-Call Contract, and the rest of this Board Packet and thanked them for getting through successfully. The Board echoed their thanks and appreciated the staff for going above and beyond.

## **11. Department Reports**

- **Finance Report:**

Finance Director Kelly Stacey updated the Board on Accela implementation, sharing that the data base is being cleaned up and that the meter reading program is better than before Accela. There is still a significant amount of work to be accomplished on the fixed assets and inventory modules, which will be finished next year. They are completing the bank reconciliation manually until they can automate the process. The subsidy for Low income is up to 155 out of 9,000, or about 1.7%, after significant numbers have been notified about the program. She has been implementing Accela for the Clackamas River Water Providers and with the North Clackamas County Water Commission, which will take some time. The auditors completed their interim field work and will return in October.

- **Field Operations Report:**

Field Operations Superintendent Todd Knapp highlighted the Operations Report with a focus on the yearly numbers, the new vector truck, and the pervious driveway

project at the treatment plant which was completed under budget. The Board elaborated on the best practices around pervious pavement with the ability of certain products that can withstand commercial grade vehicles. He described the meeting of the Clackamas River Water Providers focused on emergency response protocols. Water consumption is up. The Board asked if any consumption is captured because of the upgraded meter and staff responded perhaps 5%.

- **Plant Operations Report:**

General Manager Chaplen shared that Plant Superintendent David Mendenhall sends his regrets and couldn't be at the meeting. Please find his report in the Board Packet.

- **Technical Services Report:**

District Engineer Jason Rice updated the Board with information from his staff report, including the River Road/Walta Vista Culvert replacement project being on hold officially for now. Boardman Wetland Complex Groundbreaking kicks off Wednesday, June 27 with a ceremony featuring President Gibson in the excavator and local Hawaiian food. President Gibson shared several stories about her history with tractors. North Clackamas Parks and Recreation District is hopeful that their grant application for the nature playground will be recommended for funding, having used President Gibson and Board members from NCUWC in a promotional video for the project.

- **General Manager's Report:**

General Manager Chaplen mentioned three applications for the OLWS Board of Directors vacancy. She is waiting for responses from all three candidates for interviews, which will take place in the beginning of the July Board meeting.

## **12. Call for Public Comment**

There were no comments from the public.

## **13. Business from the Board**

Treasurer Fisher went to the Oak Grove Community Council meeting on May 23 and heard several presentations. There is a new business which will dehydrate vegetables and create a vegetable powder. East Side Village group is from Milwaukie, Oak Grove, Jennings Lodge and Gladstone forming to help people age in place. The group organizes projects including transportation and maintenance support. The land use application review team updated the group on several applications as well as on the I205 Toll project. He heard another presentation from Oregon Department of Transportation on June 9 at Rose Villa about the many studies being done on the various possibilities for the road development. He went to the NCPRD supplemental Budget Committee meeting and found out that Happy Valley's application for separation from the park district was denied by the Oregon Department of Revenue at the State because of mistakes made in the separation process. Namely the whole community had voted to become a part of the parks district but only the Happy Valley City Council had voted to separate out. The State informed Happy Valley of the process of separation having to go through a vote from the Clackamas County Board of

Commissioners. Happy Valley was taken off guard because they followed advice from Clackamas County's legal counsel.

Vice President Keil will be attending the C4 Retreat and had no other business to report.

Director Williams told the group about the Crime Prevention Deputy presentation of crime statistics at the Jennings Lodge CPO meeting. He referred the group to the information in the Board Packet. He described proposed changes to the parks district Service Development Charges as presented by Director Fisher. Terry Gibson updated the group on MAPIT activities and encouraged follow up for those interested on participating in selecting the consultant for the Park Avenue project. There was considerable discussion about developing a community preservation award for businesses or individuals who significantly help preserve the historical/cultural identity of the area. The Evangelical Retreat Center property mitigation discussion is wrapping up and proves to be a significant loss for the community with negligible payments and the loss of the structures and trees.

Director Gibson picked up on the Jennings Lodge Community Council efforts around the Evangelical Retreat Center starting 2014 and 114 supporters working to protect the property and trees. The value of the timber in board feet is 5 million dollars and the suggestion was made for that amount to be given back to the community for the loss of the trees. The value pricing was discussed in the C4 meeting and Executive Committee and consensus is that value pricing will increase the amount of traffic on local roads and will impact congestion on other routes. Department of Transportation Development (DTD) is interested in mitigating the challenges of congestion including shifting work hours for employers to disperse travel times for commuters. Transportation funding sources were discussed at C4, points included the lack of Federal match money (maybe 20%) and how will C4 fund local projects. The Consortium meeting contained election of officers with Russ Axelrod as chair and President Gibson again elected to the Executive Committee. The presentation was from the State NOAA meteorologist on water/drought (see presentation in the Board Packet). The expectation is for severe drought across Oregon by late summer. The Clackamas River is expected at 90% of average for April-September. The Consortium will push a strong water conservation message.

General Manager Chaplen announced the NCCWC Board meeting on June 28 and thanked Secretary Keil for representing OLWS as the alternate for what would be a key meeting. She asked to make sure OLWS had coverage for all of Jim Martin's representative responsibilities. President Gibson asked for any last comments. There were none.

#### **14. Adjourn Regular Meeting**

President Nancy Gibson adjourned the regular meeting at 8:04 p.m.

Respectfully submitted,

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Sarah Jo Chaplen  
General Manager

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Nancy Gibson  
President, Board of Directors



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

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

**OAK LODGE**  
WATER SERVICES  
**STAFF REPORT**

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**To:** Board of Directors  
**From:** Sarah Jo Chaplen, General Manager  
**Agenda Item:** Amended and Restated Intergovernmental Agreement for the North Clackamas County Water Commission (NCCWC)  
**Item No.:** 5  
**Date:** July 17, 2018

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**Action Requested**

Approval of Resolution 18-08 amending and restating the Intergovernmental Agreement for the North Clackamas County Water Commission (NCCWC) and approval of the Board President to sign the amended and restated Intergovernmental Agreement itself.

**History**

August 16, 2004      The Oak Lodge Water District and the Sunrise Water Authority adopted the second amended Intergovernmental Agreement for the NCCWC effective on September 3, 2004.

July 18, 2005      The Oak Lodge Water District and the Sunrise Water Authority adopted addendum No. 1. to the second amended Intergovernmental Agreement for the NCCWC to add the City of Gladstone as a member of the NCCWC effective on August 17, 2005.

March 2018      The NCCWC and their staff have been working on the third amended and restated Intergovernmental Agreement.

June 28, 2018      The NCCWC Board approved the third amended Intergovernmental Agreement as ready for separate review and approval by the governing bodies of each member.

**Background**

The NCCWC Board recognized with potential future curtailments of water from the Clackamas and the changing water demands of the three current members the Intergovernmental Agreement needed to be retooled in order for the Commission to remain flexible and able to handle change into the future. In addition, the language regarding terminating membership and survivorship needed to be clarified, as did how water production costs would be charged to individual members in the future when the water might come from a variety of sources in addition to the Clackamas River. It was

also anticipated the NCCWC may want to add members to the Commission in the future and this ability needed to be added to the IGA.

The NCCWC Board directed its staff to work on developing a draft IGA which was also reviewed by the attorneys representing each of the Commission members. The charge was to develop an IGA which would work for the Commission for at least the next twenty years. This involved trying to anticipate situations which could present themselves to the Commission and to craft language and processes embedded within the IGA which would allow the members to solve future problems, even ones not foreseen. The iterative draft and review process by all members has made for a flexible and strong IGA. The draft IGA was presented for final review to the NCCWC Board on June 28, 2018 before being sent for separate review and approval by each member's governing body.

### **Suggested Board Motion**

*"I move to adopt Resolution 18-08 in the matter of amending and restating the District's North Clackamas County Water Commission's Intergovernmental Agreement and to approve the Board President to sign the amended and restated Intergovernmental Agreement itself."*

### **Attachments**

1. Resolution 18-08
2. Amended and Restated Intergovernmental Agreement for the North Clackamas County Water Commission (Commission Approved Version 06-28-2018)

BEFORE THE BOARD OF DIRECTORS  
OF  
OAK LODGE WATER SERVICES DISTRICT

In the Matter of amending and restating the  
District's North Clackamas County Water  
Commission's Intergovernmental Agreement

RESOLUTION NO. 18-08

THIS MATTER came before the Board of Directors of Oak Lodge Water Services District, a sanitary and water district organized under Oregon Revised Statutes (ORS) Chapter 450 and Chapter 264, regarding a change in the District's Purchasing Rules.

WHEREAS, Oak Lodge Water Services District (Oak Lodge), Sunrise Water Authority (Sunrise), and the City of Gladstone (Gladstone), hereinafter collectively referred to as the Members, are parties to an intergovernmental agreement creating the North Clackamas County Water Commission (NCCWC), and

WHEREAS, the Members and their predecessors in interest formed the NCCWC to construct and operate a water treatment plant for the purpose of supplying treated water for domestic use to the Members using water rights assigned by the Members to the NCCWC, and

WHEREAS, the Members recognize a continuing shared interest in developing and maintaining a common municipal water supply from the Clackamas River, and

WHEREAS, the Members desire to fully develop the resources of the NCCWC for their mutual benefit while operating its facilities to provide high quality, low-cost drinking water for sale to and distribution by the Members as equitably and efficiently as possible, and

WHEREAS, the Members have determined that language in the original agreement creating the NCCWC needed to be clarified and updated, and

WHEREAS, the agreement continues to provide that the NCCWC will remain in existence unless and until the Members dissolve the NCCWS or otherwise amend the agreement.

*Be it Resolved,* that the Board of Directors of Oak Lodge Water Services District hereby agree to amend and restate the Intergovernmental Agreement for the North Clackamas County Water Commission as set forth in the attached Exhibit A.

*Be it Further Resolved,* that the Board of Directors of Oak Lodge designates the President of the Oak Lodge Water Services District to sign the new agreement.

ADOPTED this 17<sup>th</sup> day of July 2018.

OAK LODGE WATER SERVICES  
DISTRICT

By: \_\_\_\_\_  
Nancy Gibson, Board President

By: \_\_\_\_\_  
Susan Keil, Secretary

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR THE  
NORTH CLACKAMAS COUNTY WATER COMMISSION  
(Commission Approved Version 06-28-2018)

This AGREEMENT is made by and among the Sunrise Water Authority (Sunrise), Oak Lodge Water Services District (Oak Lodge) and City of Gladstone (Gladstone), hereinafter collectively referred to as the Members.

**RECITALS**

WHEREAS, the Members recognize a continuing shared interest in developing and maintaining a common municipal water supply from the Clackamas River; and

WHEREAS, the Members and their predecessors in interest formed the North Clackamas County Water Commission (NCCWC) to construct and operate a water treatment plant (hereinafter, “the Site”) for the purpose of supplying treated water for domestic use to the Parties using water rights assigned by the Parties to the NCCWC; and

WHEREAS, the Members desire to fully develop the resources of the NCCWC for their mutual benefit while operating its facilities to provide high quality, low-cost drinking water for sale to and distribution by the Members as equitably and efficiently as possible;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Members hereby restate the Intergovernmental Agreement for the North Clackamas County Water Commission and agree as follows:

**SECTION 1: GOVERNANCE**

1.1 General Powers. The NCCWC shall be vested with all rights and duties authorized under law including, but not limited to, Oregon Revised Statutes (ORS) Sections 190.003 through 190.250 and all applicable ordinances, resolutions, regulations, rules, orders, and state and federal laws which are necessary or desirable to efficiently and effectively develop, protect, preserve and enhance the water and water sources allocated to the NCCWC now or in the future.

The NCCWC shall perform such further duties as may be required of it by this Agreement and shall have all powers necessary and incidental to the execution of its specific duties and those authorities granted to it under law, including (but not limited to) the following:

- (i) Sell, purchase, or trade water, and to set all relevant rates and charges in the execution of those activities.
- (ii) Construct, operate, maintain, repair, replace and enhance the treatment facilities, pipes, tanks, pumps, reservoirs and other assets needed to deliver the desired quantities of water to the Parties and to periodically monitor the quality of the water delivered.

- (iii) Purchase or lease property, goods, and services, and incur debt secured by revenues.
- (iv) Purchase, own, hold, appropriate, lease, and condemn land, facilities, and rights of way in the name of the NCCWC.
- (v) Receive, preserve, protect and hold water rights, and sell or transfer water rights in excess of those needed to fully serve the Members.
- (vi) Issue, sell or otherwise dispose of revenue bonds, securities and other forms of indebtedness subject to the limitation that no form of debt may encumber the real property comprising the Site, the water treatment works or any of the water rights held by the NCCWC for use at the Site without the express written consent of the Parties, except as otherwise provided in this Agreement.
- (vii) Lease portions of land and other assets for the construction, maintenance and operation of communications antennas and facilities, the siting of energy transmission facilities and other similar public or private use.
- (viii) Commence, defend, or participate as a party in legal proceedings, administrative proceedings and legislative proceedings related to the availability, quality and quantity of water for domestic municipal use, standards for the treatment of drinking water and proposed development that may affect the quality, quantity or availability of water to be treated by the NCCWC.
- (ix) Hire a general manager to perform duties as determined by the Board, establish personnel positions and job classifications, adopt personnel rules, and execute professional service agreements for the purpose of carrying out the daily operations of the NCCWC.
- (x) All other activities incidental to the services provided under this Agreement and approved by the Board of Directors.

1.2 Membership. Membership in the NCWCC shall initially include: (1) Oak Lodge Water Services District; (2) Sunrise Water Authority; and (3) the City of Gladstone (collectively, “Members”). Members shall share the common purpose of (among other functions) the sale and delivery of municipal drinking water to customers within the jurisdictional boundaries of each Member entity.

1.3 Board of Directors. The NCCWC shall be governed by a five (5)-member Board of Directors (Board), composed of two (2) directors from the Board of Commissioners of Oak Lodge, two (2) directors from the Board of Commissioners of Sunrise, and one (1) director from the Council of the City of Gladstone.

- (i) The composition of the Board may be altered in response to a change in the

membership of the NCCWC as provided in Section 6, or by unanimous vote of the entire Board.

- (ii) Directors must be elected or lawfully appointed officials of the governing body they serve. Each Member organization shall annually appoint its representative(s), who will serve for one (1) fiscal year beginning July 1 of a given calendar year and extending to June 30 of the following calendar year, unless they are removed or resign from the Board.

Directors serve at the pleasure of the respective organization appointing them and may be removed from the Board by that organization at any time for any reason. Upon disqualification, removal, incapacitation, or resignation of a Director from the Board, the organization that appointed that Director shall immediately select a qualified replacement to serve the remainder of the term.

- (iii) The Board shall annually elect a Chair and Vice-Chair from among its members at the Board's first meeting following July 1 of each year. The Chair position shall be filled on a rotating basis to allow equal and periodic representation by each Member. The Chair shall preside over meetings. The Vice-Chair shall serve in the absence or recusal of the Chair. The position of Vice Chair shall be held by a Director who represents a Member not represented by the Chair.

In the event of the absence or recusal of the Chair and Vice Chair, the Directors present at a meeting shall elect a Chair Pro-Tem to preside at the meeting.

- (iv) The Chair and Vice-Chair (or Chair Pro-Tem) shall have signatory authority for the NCCWC as approved by the Board.
- (v) The Board may adopt bylaws and policies of procedure governing the conduct of any NCCWC business or transaction authorized by this Agreement or the conduct and proceedings of any NCCWC meeting, and the Board may use such bylaws or policies to delegate any of its duties to the General Manager.

1.4 Meetings and Voting. Meetings of the NCCWC shall be conducted in accordance with the provisions of the Oregon Public Meetings Law applicable to the Members. Regular meetings of the Board shall be scheduled and held on a quarterly basis. Special meetings may be scheduled as necessary to timely conduct NCCWC business. Regular meetings may be cancelled or rescheduled by a vote of the Board, or by the Chair, upon a determination that the scheduled meeting will not be a prudent use of the NCCWC's resources. The requirements of the law may be supplemented by ordinance or resolution as the NCCWC finds necessary or convenient for the conduct of its business.

- (i) The time and place of meetings shall be established by the Board and shall be in a place readily accessible to the public.
- (ii) At least three (3) Directors shall be present at any meeting of the NCCWC to satisfy the requirement of a quorum.



- (iii) Each Director, including the Chair and Vice Chair (or Chair Pro-Tem), shall have one (1) vote on any matter coming before the Board.
- (iv) Unless otherwise established in writing or by law, and except as provided in this Agreement, the Board may approve any motion, measure, resolution, or ordinance binding the NCCWC only by an affirmative vote of a majority (i.e., at least three Directors) of the entire Board.
- (v) Reports may be received and testimony taken in absence of a quorum but no vote or action may be taken in the absence of a quorum other than to open and close the meeting and to declare the absence of the quorum.
- (vi) Minutes of all Board meetings shall be kept consistent with ORS 192.650, regardless of the presence of a quorum.
- (vii) All records of the NCCWC, regardless of form, shall be subject to all applicable portions of Oregon's Public Records Laws applicable to the Members.

## **SECTION 2: MANAGEMENT & FINANCE**

2.1 General Manager and Other Employees. The Board of Directors shall hire a General Manager to administer the day-to-day operations of the NCCWC. The General Manager will serve at the pleasure of the Board and will organize meetings and other functions of the Board as directed.

- (i) The General Manager shall have the authority to purchase goods, services and capital equipment and other items as approved by the Board.
- (ii) The General Manager may hire, administer, and fire other employees required in the execution of the duties of the NCCWC. In so doing, the General Manager shall develop and maintain employment rules and policies approved by the Board.
- (iii) The administrative office of the NCCWC shall be located at a place approved by the Board of Directors.

2.2 Budgeting and Accounting. The NCCWC shall prepare and approve a budget for operating its facilities for the upcoming fiscal period, consistent with the requirements of ORS 294.900 to 294.930. It shall distribute the budget to each Member not later than ninety (90) days prior to the commencement of the next fiscal period.

- (i) Each Member's apportioned share of the cost of operation and maintenance, together with prudent reserves for contingencies, capital improvements, and repairs and replacements shall be estimated by the NCCWC and included in the rates and charges imposed under Section 2.3 of this Agreement.
- (ii) The budgeted costs shall be used to establish a projected price of water based on

projected demand (i.e. use) from the NCCWC by all Members. Following the close of each fiscal period, a “true-up” will be established to reconcile the projected and actual cost of water. Any resulting reimbursement (or surcharge) owed to the Members shall be paid (or collected) within sixty (60) days of written notice to the Members, unless approved otherwise by the Board.

- (iii) The NCCWC shall maintain budget control procedures and provide periodic financial reports to the Members detailing cash flows, bank reconciliations and other financial data so authorized by the Board of Directors. The Board shall also authorize an annual audit of the financial records of the NCCWC subject to the Oregon Municipal Audit Law, ORS 297.405 et seq. The audit shall be performed by a certified public accountant licensed to do municipal auditing in the State of Oregon and shall be completed within six (6) months of the end of the fiscal period (or more frequently as required by law).
- (iv) The NCCWC’s fiscal period shall typically commence on July 1 of each calendar year and extend through June 30 of the following calendar year. Unless prohibited by law, the Board may approve the use of alternative fiscal periods (e.g., biennial periods).

2.3 Rates and Charges. The Board shall set rates and charges to properly fund the financial requirements of the NCCWC. Rates shall, at a minimum, be set to cover all approved direct and incidental operating expenses, including (but not limited to) personnel, electricity, chemicals, equipment, vehicles, laboratory services, regulatory compliance, reporting, legal services and any other approved cost for operations. Rates or other charges shall also be sufficient to cover any debt service, maintenance of facilities, capital improvements, renewal and replacement, reserves, or other expenses approved by the Board.

- (i) In setting rates, the Board shall generally apply the principles of cost of service (see AWWA M1 Manual) based on production or other factors deemed relevant by the Board, plus any specific costs for delivery to key points established by each Member.
- (ii) Rates will be examined on a periodic basis (in association with budgeting) and adjustments made as approved by the Board. If revenues exceed the required cost of service, an operating reserve shall be funded until it reaches an established maximum, at which time the excess shall be refunded to the Members pro rata based on the volume of water purchased. If rates are insufficient to meet the approved cost, Members shall be similarly surcharged pro rata to make-up any shortfall based on the volume of water purchased (or required).
- (iii) The Board may further establish system development charges and other fees and charges as allowed by law, to address the cost of future capital improvements or reimbursement for the use of existing infrastructure (i.e., assets and facilities owned by the NCCWC).
- (iv) The Members shall be billed monthly based on metered consumption and shall pay each bill within thirty (30) days of receipt. If a Member fails to pay any

amount due within ninety (90) days of receipt of a bill, except for any amount the Member disputes, such failure shall be deemed a breach for purposes of Section 6.4. If a Member disputes any amount of a bill, the disputed amount shall be resolved by the Members pursuant to Section 8.

- 2.4 Issuance of Debt. When authorized by unanimous vote of the Board, and approved by the governing body of each Member, the NCWCC may issue revenue bonds under ORS 288.805 to 288.945 as allowed under ORS 190.080 and as deemed necessary by the NCCWC for financing of system improvements, major equipment, land or other fixed assets. As part of the ordinance or resolution authorizing the issuance of revenue bond debt by the NCCWC, the ordinance or resolution shall specify the joint and several liabilities and obligations of the Members as set forth in ORS 190.080 (3).

If there are debt obligations outstanding, the Board shall maintain the rates and charges to generate revenue in an amount that at least meets the required debt service on any outstanding debt obligations, along with all approved direct and incidental operating costs and any renewals and replacements or reserves as approved by the Board.

### **SECTION 3: ASSETS & FACILITIES**

- 3.1 Assets of the NCCWC. The assets of the NCCWC include the real property and improvements located at 14725 S. Clackamas River Drive, Oregon City, Oregon; water rights held by the NCCWC; bank accounts, money, investments, securities or other financial instruments of value held by the NCCWC; and any other tangible items owned or later acquired by the NCCWC.

- (i) The real property is described as Tax Lot ID 25 2E 16D TL 2400 (5.0 acres), Tax Lot ID 25 2E 16D TL 220 (9.7 acres) and all relevant rights of way and easements (collectively, “the Site”).
- (ii) The improvements at the Site include the river intake, headworks, screens, slow sand and membrane treatment plants, pipes, pumps, blowers, roadways, generators, and other related equipment and machinery.
- (iii) Through prior agreement, Gladstone and Oak Lodge assigned water rights to the NCCWC and Sunrise. The NCCWC holds 46.43 cfs (30 million gallons per day “mgd”) of those rights and Sunrise holds 29.3 cfs (18.9 mgd) of those rights.
  - a. The NCCWC’s water rights include 38.7 cfs (25 mgd) under Permit S-35297; 4 cfs (2.6 mgd) under Certificate 79828; 1.73 cfs (1.1 mgd) under Permit S-43170; and 2 cfs (1.3 mgd) under Permit S-46120.
  - b. Sunrise’s share includes 23.3 cfs (15 mgd) under Permit S-35297 and 6 cfs (3.9) mgd under Permit S-46120.
- (iv) The other tangible assets of the NCCWC include bank accounts, cash and investments, along with a variety of other fixed assets such as vehicles, electronic devices, and other capital equipment or property, owned by the NCCWC.

- a. The financial records of the NCCWC shall maintain a list of all fixed assets with a value greater than a threshold set by the Board. Any such fixed assets may not be disposed of or sold without express approval of the Board. The Board shall periodically establish and update policies for the disposal of any such assets or other property or equipment owned by the NCCWC.

3.2 Facilities of Common Interest. The Members agree there are various facilities of common interest owned by a respective Member that may be used in the operation and delivery of water by and for the NCCWC. These facilities include (but are not limited to) Oak Lodge's 24-inch transmission main, Valley View Reservoir, and pump station (from Clackamas River Water) and Gladstone's 27-inch transmission main. The facilities of common interest may be used by any Member, as needed, subject to a fee (cost of service) being paid to the owner for its use. The owning Member, however, retains absolute ownership and control over such facilities, including its maintenance and operation, subject to the terms of this section:

- (i) Each Member shall be responsible for maintaining and operating its respective facilities in a manner consistent with the objectives of this Agreement. No facility shall be modified, removed, or allowed to deteriorate in any way that will substantially impair the supply of water to other Members under this Agreement. Any violation under this subparagraph shall be deemed a breach under paragraph 6.4 of this Agreement.
- (ii) If a facility or improvement of common interest is to be sold, transferred, or retired, the owning Member shall notify the NCCWC of its intent in writing at least ninety (90) days prior to being irrevocably committed to the sale, transfer, or retirement. In the event of a planned sale or transfer, any other Member shall have thirty (30) days from the date of such notice to exercise a right of first refusal to purchase the property to be sold or transferred on terms no less favorable than those offered to a prospective purchaser or transferee. The Member initiating the sale or transfer shall so stipulate in writing to any prospective purchaser or recipient. In the event of a planned retirement of property, any other Member shall have thirty (30) days from the date of such notice to exercise a right to purchase the property at fair market value as determined by an appraiser obtained by the purchasing Member, or on other terms mutually agreed to by the Members that are parties to the transaction.
- (iii) Unless established otherwise under this Agreement, the distribution systems, transmission lines, reservoirs and other appurtenances owned by each of the Members are not of common interest and hence not subject to any terms or condition of this Agreement.

#### **SECTION 4: WATER SUPPLY & CAPACITY**

4.1 Supply Capacity. The Members share a treatment plant facility with a design (peak hour) production capacity of approximately 20 mgd. The actual available capacity of the plant, however,

may be limited by a variety of operational constraints, including river turbidity and flow, water temperature, intake conditions, cleaning and other factors.

- (i) The available capacity of the NCCWC plant (at any given time) is shared among the Members based on the following percentages: 10% for Gladstone; 42% for Oak Lodge; and 48% for Sunrise.

4.2 Supply Planning. The Board shall adopt and maintain a five (5) year projection of future demand from the NCCWC, after considering the annual total volume and annual peak day demand projected by each Member. The Board shall, in turn, authorize the General Manager (or other person or entity) to develop a supply strategy for the projected demand adopted by the Board through deliveries from the NCCWC treatment plant or other supply contract(s) so approved by the Board. The supply strategy shall optimize to the extent practicable the most cost-effective use of the NCCWC treatment plant and provide the overall least cost of water to each Member from all available sources, including conservation and management of unaccounted water loss (as required by law).

- (i) In meeting the annual volume and peak day demand of the Members, the allocation of available supply from the NCCWC treatment plant to any particular Member shall not exceed that Member's percent allowed, as prescribed in 4.1(i), unless a surplus exists because of underutilization by one or more of the other Members.
- (ii) The five (5) year projection of demand and coordinated supply strategy shall be periodically updated, as directed by the Board.

4.3 Curtailment or Emergency Events. If for any reason the availability of water at the river intake or overall production capacity of the treatment plant is curtailed or diminished at any time, the maximum available supply to each Member from the plant shall be reduced on a pro rata basis (equal percentage). The NCCWC may purchase or obtain water from any other sources to meet the immediate needs of the Members, as allowed by law and approved by the Board.

4.4 Expansion of Capacity. At the time of entering into this Agreement, Sunrise owns the right to purchase and install additional membrane modules in the existing treatment plant at its own expense to increase the overall production capacity of the plant. Any Member (or Members) may seek Board approval for additional expansion of the production capacity of the treatment plant to be done at the expense of the Member (or Members) making such expansion and on such other terms as the Board specifies, provided that no such additional expansion shall be allowed for the purpose of sale of water (i.e. wholesale) to parties outside the NCCWC without the unanimous approval of the Board. Upon completion of any expansion, the Board shall recalculate the Members' equivalent percentage of available capacity accordingly, by written amendment to this Agreement. Each Member's respective capital contribution for an expansion shall be considered in the event of withdrawal pursuant to 6.2(iii), or dissolution pursuant to 6.5.

## SECTION 5: METERING AND OUTSIDE SALES

- 5.1 Separate Metering of Treated Water. The amount of water used by each Member shall be metered at the point of entry into the separate water system of each Member. Each Member shall provide, at its expense, a meter or meters of a type and pattern approved by the Board. The meter shall be located on the transmission line of the Member as near as practicable to its connection with the transmission facilities of the NCCWC.
- (i) Each Member shall be responsible for maintaining its meters in good working condition and shall continuously measure the water provided to the Member by the NCCWC. Employees or agents of the NCCWC shall have access to the meters at all times for purposes of inspection and verification of operation and accuracy. Each Member shall independently check and read its meters on a schedule prescribed by the NCCWC and shall furnish those readings to NCCWC as requested by the Board.
- 5.2 Sale of Water to Other Entities. The NCCWC may sell any portion of available water to a non-Member entity, provided such sale does not restrict or interfere with the deliveries planned among the Members, as set forth under section 4.2, and is otherwise consistent with Oregon law.
- (i) The Board shall approve the price of water under such sales and may include any additional charges, including a rate of return, separately from those prescribed under Section 2.3.
  - (ii) The delivery of such water may require the use of transmission lines, reservoirs or other improvements independently owned by a Member and may be subject to charges imposed by the owner of that improvement or facility. Such fees shall be established by the Member owning that improvement or facility using principles of cost of service (see AWWA M1 Manual) based on production or other factors deemed relevant by the Member, plus any specific costs for delivery to key points established by the Member.

## SECTION 6: CHANGE IN MEMBERSHIP & DISSOLUTION

- 6.1 Adding a Member. The NCCWC may accept new members through written application and approval by each of the then-existing Members. The application shall, at a minimum, include a demonstration of the benefits of participation in the NCCWC, a long-term water supply and demand plan, list of planned contributed fixed assets, water rights or other items of value, and demonstrated financial capacity and ability to invest in the NCCWC, along with any other reasonable information requested by the Board.
- (i) Any application for new membership must be received a minimum of three (3) years prior to the time at which the prospective member expects to receive water from the NCCWC.
  - (ii) New members must agree to abide by this Agreement as well as other governance frameworks, management, and operational requirements adopted by the NCCWC

as well as any other additional terms and conditions NCCWC deems necessary to preserve the fair and equitable treatment of its existing Members, including recoupment of a portion of any prior investment made by the existing Members of the NCCWC that would provide benefit to the new member.

- (iii) The Board shall make a decision regarding an application for membership within a period of one year following the completed application and in no case less than two years prior to the proposed date for membership.
- (iv) Upon approval of a new member under this Section, the Board shall modify the composition of the Board to include the new member, which shall be entitled to one Director unless otherwise determined by the Board. The new Member shall select its representative(s) for the Board as provided in Section 1.3(ii).
- (v) New members may only be added at the beginning of a fiscal year and upon approval shall accept all relative costs and financial responsibilities assigned and assumed by membership in the NCCWC at the start of that fiscal year.
- (vi) The Board may modify any stated time period in this section by unanimous vote.

6.2 Voluntary Withdrawal. Any Member or Members may elect to voluntarily withdraw from the NCCWC at any time. Notice of such withdrawal (“Withdrawal Notice”) shall be given in writing to all Members at least two (2) years prior to (but not more than four (4) years before) the proposed effective date of withdrawal (“Withdrawal Date”), unless allowed by court order. Upon the Withdrawal Date, a withdrawing Member shall cease to be a Member for all purposes under this Agreement.

- (i) Upon issuance of a Withdrawal Notice, a withdrawing Member shall continue to be responsible for any and all financial commitments owed as part of the NCCWC until the Withdrawal Date, including its portion of budgeted operating costs. Neither the withdrawing Member’s price for water (unless such a price change is part of an existing cost of service methodology) nor its relative percentage of ownership in the fixed assets of the NCCWC shall change until the Withdrawal Date and subject to a Withdrawal Plan as described herein.
- (ii) Within ninety (90) days of the Withdrawal Notice, a withdrawing Member shall deliver to the Board a written plan for withdrawal, including proposed buyout of ownership of fixed assets and projection of water demand through the Withdrawal Date (“Withdrawal Plan”). The purpose of the Withdrawal Plan shall be to separate only those assets of the withdrawing Member that are not necessary for the operation of the remainder of the NCCWC’s assets. The Withdrawal Plan may also include any request for the future wholesale purchase of water from the NCCWC.
  - a. The Members shall have up to one (1) year following the delivery of a Withdrawal Plan to negotiate and to finalize the terms of the Withdrawal Plan.
  - b. If the Members are unable to mutually agree on a final Withdrawal Plan within

the time period stated above, the Members shall use the Dispute Resolution process in Section 8 to develop a final Withdrawal Plan, except that, in addition to or in lieu of a mediator in Step 2 of that process, the Members shall engage a third-party engineer or other technical expert to resolve disputes over which assets are necessary for the operation of the remainder of the NCCWC's assets after the withdrawal.

- (iii) Upon withdrawal of any Member, the debt associated with any co-owned assets shall be assigned to and assumed by the withdrawing Member in a manner consistent with the agreement between the Members. Such ownership interest shall be determined by the respective capital contribution associated with purchase or construction and installation of the asset, unless agreed otherwise by the Members.
- (iv) A Member submitting a Withdrawal Notice may revoke such notice at any time prior to the stated Withdrawal Date, but shall be liable for all legal and administrative costs directly incurred by the NCCWC in connection with the Withdrawal Notice.

6.3 Consolidation, Merger, or Annexation. One or more of the Members may undergo organizational change through consolidation with another Member in the NCCWC, merger with or annexation by a non-Member entity, or other organizational change allowed by law.

- (i) Consolidation or merger of any Members within the NCCWC shall combine the collective rights and obligations of the individual Members into the consolidated, surviving, or successor entity, including the voting representation among the Board. Notwithstanding any contrary provision in this Agreement, if such consolidation creates a majority on the Board by a single Member, the remaining Members may choose to dissolve or reorganize the NCCWC. Dissolution shall follow the procedures prescribed in Section 6.5 below.
- (ii) Any Member that effects a merger or consolidation with, or annexation to or by, a non-Member entity shall, to the extent practicable, ensure that the rights and obligations of the Member under this Agreement are assumed by the surviving or successor entity, including the Member's interest in or responsibility for, if any, NCCWC assets, liabilities, and the Member's voting representation on the Board. If a Member enters into an urban services agreement with a non-Member city, the Member shall ensure the urban services agreement expressly recognizes, and does not impair, the Member's ability to perform its obligations under this Agreement.

6.4 Remedies for Breach. The Board, or a Member alleging that the Board or another Member materially has breached this Agreement, shall give written notice to the party alleged to have breached, with a copy to the other parties to this agreement. The Members shall make diligent good faith efforts to resolve the dispute within thirty (30) days. If the Members are unable to resolve the dispute they shall proceed to dispute resolution as provided in Section 11. If the alleged breach is not resolved or the breaching party fails to effectuate the cure



as agreed the Board or Member alleging the breach may seek all remedies available by law or in equity, which may include but are not limited to, the remedy of specific performance, injunction, rescission, or damages.

The Members agree that monetary damages alone are an inadequate remedy and agree to waive any and all rights to object to specific performance or injunction as a remedy. In the event the non-breaching Member waives its right to seek specific performance or an injunction as a result of a breach by a Member, the Member may seek all damages as provided by law. The Members further agree that in the event of removal of a Member due to breach, the Member in breach shall assume its share of debt associated with any co-owned assets, which share of debt shall be calculated as provided in 6.2. The remedies available for breach as stated herein shall be cumulative and shall not restrict any remedy that is available to a Member by law or in equity.

6.5 Dissolution. The Board may, by unanimous vote, recommend to the Members that NCCWC be dissolved. In so doing, the Board shall propose a plan to wind down the business affairs of NCCWC (“Dissolution Plan”), including disposition, division and distribution of NCCWC assets, provided that all water rights shall be assigned as provided below unless otherwise unanimously agreed by the Members. Dissolution must be approved by the governing body of each Member. Subject to the foregoing, the Dissolution Plan shall provide for the assignment of water rights to the Members such that the 48.9 mgd of water rights referenced in 3.1(iii) is assigned as follows:

- (i) Gladstone is assigned 8.9 mgd of the water rights,
- (ii) Sunrise is assigned 22.5 mgd of the water rights, and
- (iii) Oak Lodge is assigned 17.5 mgd of the water rights.

## **SECTION 7: INDEMNIFICATION & INSURANCE**

7.1 Indemnification. To the extent permitted by the Oregon Constitution and laws of the State of Oregon, the NCCWC agrees to defend, indemnify and hold Members harmless from and against any and all actual or alleged claims, damages, expenses, costs, fees, including but not limited to attorney, accountant, paralegal, expert witness fees, fines, environmental costs and/or penalty (collectively “costs”), which may be imposed upon, claimed against, or incurred or suffered by one or more of the Members and which, in whole or in part, directly or indirectly arise from the following, unless and to the extent it was resulting from an individual Member’s act or omission:

- (i) Any act or omission of the NCCWC;
- (ii) Any use, occupation, operation or control of the NCCWC treatment plant and its water delivery facilities;
- (iii) Any triggering environmental event for which the NCCWC is responsible, including without limitation, any injury or damage therefrom; and

- (iv) Any breach, violation, or nonperformance of the NCCWC's obligations under this Agreement. This indemnity shall extend to each participating Member's directors, officers, employees, agents, invitees and contractors.
- 7.2 Insurance. At all times, the NCCWC shall maintain, at minimum, insurance coverages for general liability, automobile, and Worker's Compensation, in amounts as recommended by its insurance provider(s).
- 7.3 Attorney's Fees. If legal action is required to enforce this Agreement or any portion hereof, the prevailing Member shall be entitled to recover from the other Member or Members its reasonable legal costs for such action, including but not limited attorney's fees incurred at trial or upon appeal.

## **SECTION 8: DISPUTE RESOLUTION**

- 8.1 Dispute Process: If a claim or dispute arises between the Board and a Member or among two or more Members ("disputing parties") relating to this Agreement, the disputing parties shall attempt to resolve such claims or disputes using the following procedures:
- (i) **Step 1: Executive Negotiation**. Authorized Representatives assigned by each disputing party shall meet at mutually agreed time(s) and place(s) to resolve the dispute through negotiations. If resolution is not achieved within 30 days, the disputing parties shall move to mediation.
  - (ii) **Step 2: Mediation**. If executive negotiations are unsuccessful, the disputing parties shall participate in mediation. The disputing parties shall attempt to agree on a mediator within 14 days. If they cannot agree, an application shall be made (by one of the disputing parties) to the Arbitration Services of Portland Oregon for selection of a mediator. If mediation does not result in resolution within 60 days of the mediator's appointment, the disputing parties may then declare an impasse and proceed to litigation.
  - (iii) **Step 3: Litigation**. If mediation is unsuccessful, the disputing parties may exercise all rights and remedies each may have under the contract or by law in the Clackamas County Circuit Court, or in the U.S. District Court located in Portland, Oregon, if federal jurisdiction applies.

## **SECTION 9: GENERAL PROVISIONS**

- 9.1 Covenant of Good Faith. At all times the Members shall have a duty of good faith and fair dealing with respect to the terms and obligations of this Agreement.
- 9.2 Prior Agreements. This Agreement supersedes all prior agreements and amendments among the Members relating to the subject matter. All prior agreements, discussions and understandings among the Members are merged in the terms of this document and no Member has relied upon representations of another Member or the NCCWC except as

expressly set out in this Agreement or documents referred to in it. Any and all other contracts, leases, options, applications, permits, notes, bonds, intergovernmental agreements and obligations of any kind undertaken by the NCCWC or its Members prior to the effective date of this Agreement not directly related to this Agreement shall remain in full force and effect and be undisturbed by the substitution of this Agreement for any prior agreements.

- 9.3 Assignment, Sale or Transfer. Except as provided in Section 6.2 or 3.2.ii, no Member may sell, transfer or assign all or a portion of its interest in this Agreement without prior unanimous consent of the Board and their unanimous consent to any necessary amendments to this Agreement necessitated by sale, transfer or assignment of that interest in this Agreement. Such consent shall not unreasonably be withheld.
- 9.4 Severability. If any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the remaining provisions contained herein shall remain in full force and effect. The NCCWC and its respective Members agree to negotiate in good faith to achieve the purposes of this Agreement if a provision is found to be invalid, illegal or unenforceable.
- 9.5 Force Majeure. Except with respect to the obligation to pay money under this Agreement, neither the NCCWC nor any Member shall be considered in breach in the performance of their respective obligations under this Agreement to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or in the future, which is beyond the reasonable control of the affected Member, including, but not limited to, Acts of God, earthquake, drought, labor disputes, civil commotion, war, acts of terrorism and similar events. In the event a Member claims that performance of its obligations was prevented or delayed by any such cause, that Member shall promptly notify the Board or the other applicable Member(s) of the circumstance preventing or delaying performance. The Member claiming a cause of delayed performance shall endeavor to the extent reasonable to remove any obstacles that preclude performance.
- 9.6 Survival of Covenants. Any provision of this Agreement which, by its terms has or may have application after the expiration or earlier termination of this Agreement, including all covenants, agreements, and warranties, shall be deemed to the extent of such application to survive the expiration or termination of this agreement.
- 9.7 Notices. Any notice to be given shall be given in writing. Notice shall be effective when received. Notice may be given by hand delivery, by electronic transmission, by messenger service or United States mail. All such notices shall be sent to:

Oak Lodge Water Services	Sunrise Water Authority	City of Gladstone
14496 SE River Rd.	10602 SE 129 <sup>th</sup> Ave.	525 Portland Avenue
Oak Grove, OR 97267	Happy Valley, OR 97086	Gladstone, OR 97027

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9.8 Execution of Counterparts. This Agreement may be executed by the Members in separate counterparts. The Agreement shall be made when each Member has executed a counterpart.

9.9 Effective Date. The Effective Date of this Agreement shall be the latest date each of the Members has executed the Agreement as indicated in the signature block below.

IN WITNESS WHEREOF, the Members have, pursuant to the official action of their governing bodies duly authorizing the same, caused their respective officers to execute this instrument.

OAK LODGE WATER SERVICES

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

Title: \_\_\_\_\_

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

SUNRISE WATER AUTHORITY

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

Title: \_\_\_\_\_

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

CITY OF GLADSTONE

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

Title: \_\_\_\_\_

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

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR THE  
NORTH CLACKAMAS COUNTY WATER COMMISSION  
(Commission Approved Version 06-28-2018)

This AGREEMENT is made by and among the Sunrise Water Authority (Sunrise), Oak Lodge Water Services District (Oak Lodge) and City of Gladstone (Gladstone), hereinafter collectively referred to as the Members.

**RECITALS**

WHEREAS, the Members recognize a continuing shared interest in developing and maintaining a common municipal water supply from the Clackamas River; and

WHEREAS, the Members and their predecessors in interest formed the North Clackamas County Water Commission (NCCWC) to construct and operate a water treatment plant (hereinafter, “the Site”) for the purpose of supplying treated water for domestic use to the Parties using water rights assigned by the Parties to the NCCWC; and

WHEREAS, the Members desire to fully develop the resources of the NCCWC for their mutual benefit while operating its facilities to provide high quality, low-cost drinking water for sale to and distribution by the Members as equitably and efficiently as possible;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Members hereby restate the Intergovernmental Agreement for the North Clackamas County Water Commission and agree as follows:

**SECTION 1: GOVERNANCE**

1.1 General Powers. The NCCWC shall be vested with all rights and duties authorized under law including, but not limited to, Oregon Revised Statutes (ORS) Sections 190.003 through 190.250 and all applicable ordinances, resolutions, regulations, rules, orders, and state and federal laws which are necessary or desirable to efficiently and effectively develop, protect, preserve and enhance the water and water sources allocated to the NCCWC now or in the future.

The NCCWC shall perform such further duties as may be required of it by this Agreement and shall have all powers necessary and incidental to the execution of its specific duties and those authorities granted to it under law, including (but not limited to) the following:

- (i) Sell, purchase, or trade water, and to set all relevant rates and charges in the execution of those activities.
- (ii) Construct, operate, maintain, repair, replace and enhance the treatment facilities, pipes, tanks, pumps, reservoirs and other assets needed to deliver the desired quantities of water to the Parties and to periodically monitor the quality of the water delivered.

- (iii) Purchase or lease property, goods, and services, and incur debt secured by revenues.
- (iv) Purchase, own, hold, appropriate, lease, and condemn land, facilities, and rights of way in the name of the NCCWC.
- (v) Receive, preserve, protect and hold water rights, and sell or transfer water rights in excess of those needed to fully serve the Members.
- (vi) Issue, sell or otherwise dispose of revenue bonds, securities and other forms of indebtedness subject to the limitation that no form of debt may encumber the real property comprising the Site, the water treatment works or any of the water rights held by the NCCWC for use at the Site without the express written consent of the Parties, except as otherwise provided in this Agreement.
- (vii) Lease portions of land and other assets for the construction, maintenance and operation of communications antennas and facilities, the siting of energy transmission facilities and other similar public or private use.
- (viii) Commence, defend, or participate as a party in legal proceedings, administrative proceedings and legislative proceedings related to the availability, quality and quantity of water for domestic municipal use, standards for the treatment of drinking water and proposed development that may affect the quality, quantity or availability of water to be treated by the NCCWC.
- (ix) Hire a general manager to perform duties as determined by the Board, establish personnel positions and job classifications, adopt personnel rules, and execute professional service agreements for the purpose of carrying out the daily operations of the NCCWC.
- (x) All other activities incidental to the services provided under this Agreement and approved by the Board of Directors.

1.2 Membership. Membership in the NCWCC shall initially include: (1) Oak Lodge Water Services District; (2) Sunrise Water Authority; and (3) the City of Gladstone (collectively, “Members”). Members shall share the common purpose of (among other functions) the sale and delivery of municipal drinking water to customers within the jurisdictional boundaries of each Member entity.

1.3 Board of Directors. The NCCWC shall be governed by a five (5)-member Board of Directors (Board), composed of two (2) directors from the Board of Commissioners of Oak Lodge, two (2) directors from the Board of Commissioners of Sunrise, and one (1) director from the Council of the City of Gladstone.

- (i) The composition of the Board may be altered in response to a change in the

membership of the NCCWC as provided in Section 6, or by unanimous vote of the entire Board.

- (ii) Directors must be elected or lawfully appointed officials of the governing body they serve. Each Member organization shall annually appoint its representative(s), who will serve for one (1) fiscal year beginning July 1 of a given calendar year and extending to June 30 of the following calendar year, unless they are removed or resign from the Board.

Directors serve at the pleasure of the respective organization appointing them and may be removed from the Board by that organization at any time for any reason. Upon disqualification, removal, incapacitation, or resignation of a Director from the Board, the organization that appointed that Director shall immediately select a qualified replacement to serve the remainder of the term.

- (iii) The Board shall annually elect a Chair and Vice-Chair from among its members at the Board's first meeting following July 1 of each year. The Chair position shall be filled on a rotating basis to allow equal and periodic representation by each Member. The Chair shall preside over meetings. The Vice-Chair shall serve in the absence or recusal of the Chair. The position of Vice Chair shall be held by a Director who represents a Member not represented by the Chair.

In the event of the absence or recusal of the Chair and Vice Chair, the Directors present at a meeting shall elect a Chair Pro-Tem to preside at the meeting.

- (iv) The Chair and Vice-Chair (or Chair Pro-Tem) shall have signatory authority for the NCCWC as approved by the Board.
- (v) The Board may adopt bylaws and policies of procedure governing the conduct of any NCCWC business or transaction authorized by this Agreement or the conduct and proceedings of any NCCWC meeting, and the Board may use such bylaws or policies to delegate any of its duties to the General Manager.

1.4 Meetings and Voting. Meetings of the NCCWC shall be conducted in accordance with the provisions of the Oregon Public Meetings Law applicable to the Members. Regular meetings of the Board shall be scheduled and held on a quarterly basis. Special meetings may be scheduled as necessary to timely conduct NCCWC business. Regular meetings may be cancelled or rescheduled by a vote of the Board, or by the Chair, upon a determination that the scheduled meeting will not be a prudent use of the NCCWC's resources. The requirements of the law may be supplemented by ordinance or resolution as the NCCWC finds necessary or convenient for the conduct of its business.

- (i) The time and place of meetings shall be established by the Board and shall be in a place readily accessible to the public.
- (ii) At least three (3) Directors shall be present at any meeting of the NCCWC to satisfy the requirement of a quorum.

- (iii) Each Director, including the Chair and Vice Chair (or Chair Pro-Tem), shall have one (1) vote on any matter coming before the Board.
- (iv) Unless otherwise established in writing or by law, and except as provided in this Agreement, the Board may approve any motion, measure, resolution, or ordinance binding the NCCWC only by an affirmative vote of a majority (i.e., at least three Directors) of the entire Board.
- (v) Reports may be received and testimony taken in absence of a quorum but no vote or action may be taken in the absence of a quorum other than to open and close the meeting and to declare the absence of the quorum.
- (vi) Minutes of all Board meetings shall be kept consistent with ORS 192.650, regardless of the presence of a quorum.
- (vii) All records of the NCCWC, regardless of form, shall be subject to all applicable portions of Oregon's Public Records Laws applicable to the Members.

## **SECTION 2: MANAGEMENT & FINANCE**

2.1 General Manager and Other Employees. The Board of Directors shall hire a General Manager to administer the day-to-day operations of the NCCWC. The General Manager will serve at the pleasure of the Board and will organize meetings and other functions of the Board as directed.

- (i) The General Manager shall have the authority to purchase goods, services and capital equipment and other items as approved by the Board.
- (ii) The General Manager may hire, administer, and fire other employees required in the execution of the duties of the NCCWC. In so doing, the General Manager shall develop and maintain employment rules and policies approved by the Board.
- (iii) The administrative office of the NCCWC shall be located at a place approved by the Board of Directors.

2.2 Budgeting and Accounting. The NCCWC shall prepare and approve a budget for operating its facilities for the upcoming fiscal period, consistent with the requirements of ORS 294.900 to 294.930. It shall distribute the budget to each Member not later than ninety (90) days prior to the commencement of the next fiscal period.

- (i) Each Member's apportioned share of the cost of operation and maintenance, together with prudent reserves for contingencies, capital improvements, and repairs and replacements shall be estimated by the NCCWC and included in the rates and charges imposed under Section 2.3 of this Agreement.
- (ii) The budgeted costs shall be used to establish a projected price of water based on



projected demand (i.e. use) from the NCCWC by all Members. Following the close of each fiscal period, a “true-up” will be established to reconcile the projected and actual cost of water. Any resulting reimbursement (or surcharge) owed to the Members shall be paid (or collected) within sixty (60) days of written notice to the Members, unless approved otherwise by the Board.

- (iii) The NCCWC shall maintain budget control procedures and provide periodic financial reports to the Members detailing cash flows, bank reconciliations and other financial data so authorized by the Board of Directors. The Board shall also authorize an annual audit of the financial records of the NCCWC subject to the Oregon Municipal Audit Law, ORS 297.405 et seq. The audit shall be performed by a certified public accountant licensed to do municipal auditing in the State of Oregon and shall be completed within six (6) months of the end of the fiscal period (or more frequently as required by law).
- (iv) The NCCWC’s fiscal period shall typically commence on July 1 of each calendar year and extend through June 30 of the following calendar year. Unless prohibited by law, the Board may approve the use of alternative fiscal periods (e.g., biennial periods).

2.3 Rates and Charges. The Board shall set rates and charges to properly fund the financial requirements of the NCCWC. Rates shall, at a minimum, be set to cover all approved direct and incidental operating expenses, including (but not limited to) personnel, electricity, chemicals, equipment, vehicles, laboratory services, regulatory compliance, reporting, legal services and any other approved cost for operations. Rates or other charges shall also be sufficient to cover any debt service, maintenance of facilities, capital improvements, renewal and replacement, reserves, or other expenses approved by the Board.

- (i) In setting rates, the Board shall generally apply the principles of cost of service (see AWWA M1 Manual) based on production or other factors deemed relevant by the Board, plus any specific costs for delivery to key points established by each Member.
- (ii) Rates will be examined on a periodic basis (in association with budgeting) and adjustments made as approved by the Board. If revenues exceed the required cost of service, an operating reserve shall be funded until it reaches an established maximum, at which time the excess shall be refunded to the Members pro rata based on the volume of water purchased. If rates are insufficient to meet the approved cost, Members shall be similarly surcharged pro rata to make-up any shortfall based on the volume of water purchased (or required).
- (iii) The Board may further establish system development charges and other fees and charges as allowed by law, to address the cost of future capital improvements or reimbursement for the use of existing infrastructure (i.e., assets and facilities owned by the NCCWC).
- (iv) The Members shall be billed monthly based on metered consumption and shall pay each bill within thirty (30) days of receipt. If a Member fails to pay any

amount due within ninety (90) days of receipt of a bill, except for any amount the Member disputes, such failure shall be deemed a breach for purposes of Section 6.4. If a Member disputes any amount of a bill, the disputed amount shall be resolved by the Members pursuant to Section 8.

- 2.4 Issuance of Debt. When authorized by unanimous vote of the Board, and approved by the governing body of each Member, the NCWCC may issue revenue bonds under ORS 288.805 to 288.945 as allowed under ORS 190.080 and as deemed necessary by the NCCWC for financing of system improvements, major equipment, land or other fixed assets. As part of the ordinance or resolution authorizing the issuance of revenue bond debt by the NCCWC, the ordinance or resolution shall specify the joint and several liabilities and obligations of the Members as set forth in ORS 190.080 (3).

If there are debt obligations outstanding, the Board shall maintain the rates and charges to generate revenue in an amount that at least meets the required debt service on any outstanding debt obligations, along with all approved direct and incidental operating costs and any renewals and replacements or reserves as approved by the Board.

### **SECTION 3: ASSETS & FACILITIES**

- 3.1 Assets of the NCCWC. The assets of the NCCWC include the real property and improvements located at 14725 S. Clackamas River Drive, Oregon City, Oregon; water rights held by the NCCWC; bank accounts, money, investments, securities or other financial instruments of value held by the NCCWC; and any other tangible items owned or later acquired by the NCCWC.

- (i) The real property is described as Tax Lot ID 25 2E 16D TL 2400 (5.0 acres), Tax Lot ID 25 2E 16D TL 220 (9.7 acres) and all relevant rights of way and easements (collectively, “the Site”).
- (ii) The improvements at the Site include the river intake, headworks, screens, slow sand and membrane treatment plants, pipes, pumps, blowers, roadways, generators, and other related equipment and machinery.
- (iii) Through prior agreement, Gladstone and Oak Lodge assigned water rights to the NCCWC and Sunrise. The NCCWC holds 46.43 cfs (30 million gallons per day “mgd”) of those rights and Sunrise holds 29.3 cfs (18.9 mgd) of those rights.
  - a. The NCCWC’s water rights include 38.7 cfs (25 mgd) under Permit S-35297; 4 cfs (2.6 mgd) under Certificate 79828; 1.73 cfs (1.1 mgd) under Permit S-43170; and 2 cfs (1.3 mgd) under Permit S-46120.
  - b. Sunrise’s share includes 23.3 cfs (15 mgd) under Permit S-35297 and 6 cfs (3.9) mgd under Permit S-46120.
- (iv) The other tangible assets of the NCCWC include bank accounts, cash and investments, along with a variety of other fixed assets such as vehicles, electronic devices, and other capital equipment or property, owned by the NCCWC.

- a. The financial records of the NCCWC shall maintain a list of all fixed assets with a value greater than a threshold set by the Board. Any such fixed assets may not be disposed of or sold without express approval of the Board. The Board shall periodically establish and update policies for the disposal of any such assets or other property or equipment owned by the NCCWC.

3.2 Facilities of Common Interest. The Members agree there are various facilities of common interest owned by a respective Member that may be used in the operation and delivery of water by and for the NCCWC. These facilities include (but are not limited to) Oak Lodge's 24-inch transmission main, Valley View Reservoir, and pump station (from Clackamas River Water) and Gladstone's 27-inch transmission main. The facilities of common interest may be used by any Member, as needed, subject to a fee (cost of service) being paid to the owner for its use. The owning Member, however, retains absolute ownership and control over such facilities, including its maintenance and operation, subject to the terms of this section:

- (i) Each Member shall be responsible for maintaining and operating its respective facilities in a manner consistent with the objectives of this Agreement. No facility shall be modified, removed, or allowed to deteriorate in any way that will substantially impair the supply of water to other Members under this Agreement. Any violation under this subparagraph shall be deemed a breach under paragraph 6.4 of this Agreement.
- (ii) If a facility or improvement of common interest is to be sold, transferred, or retired, the owning Member shall notify the NCCWC of its intent in writing at least ninety (90) days prior to being irrevocably committed to the sale, transfer, or retirement. In the event of a planned sale or transfer, any other Member shall have thirty (30) days from the date of such notice to exercise a right of first refusal to purchase the property to be sold or transferred on terms no less favorable than those offered to a prospective purchaser or transferee. The Member initiating the sale or transfer shall so stipulate in writing to any prospective purchaser or recipient. In the event of a planned retirement of property, any other Member shall have thirty (30) days from the date of such notice to exercise a right to purchase the property at fair market value as determined by an appraiser obtained by the purchasing Member, or on other terms mutually agreed to by the Members that are parties to the transaction.
- (iii) Unless established otherwise under this Agreement, the distribution systems, transmission lines, reservoirs and other appurtenances owned by each of the Members are not of common interest and hence not subject to any terms or condition of this Agreement.

#### **SECTION 4: WATER SUPPLY & CAPACITY**

4.1 Supply Capacity. The Members share a treatment plant facility with a design (peak hour) production capacity of approximately 20 mgd. The actual available capacity of the plant, however,

may be limited by a variety of operational constraints, including river turbidity and flow, water temperature, intake conditions, cleaning and other factors.

- (i) The available capacity of the NCCWC plant (at any given time) is shared among the Members based on the following percentages: 10% for Gladstone; 42% for Oak Lodge; and 48% for Sunrise.

4.2 Supply Planning. The Board shall adopt and maintain a five (5) year projection of future demand from the NCCWC, after considering the annual total volume and annual peak day demand projected by each Member. The Board shall, in turn, authorize the General Manager (or other person or entity) to develop a supply strategy for the projected demand adopted by the Board through deliveries from the NCCWC treatment plant or other supply contract(s) so approved by the Board. The supply strategy shall optimize to the extent practicable the most cost-effective use of the NCCWC treatment plant and provide the overall least cost of water to each Member from all available sources, including conservation and management of unaccounted water loss (as required by law).

- (i) In meeting the annual volume and peak day demand of the Members, the allocation of available supply from the NCCWC treatment plant to any particular Member shall not exceed that Member's percent allowed, as prescribed in 4.1(i), unless a surplus exists because of underutilization by one or more of the other Members.

- (ii) The five (5) year projection of demand and coordinated supply strategy shall be periodically updated, as directed by the Board.

4.3 Curtailment or Emergency Events. If for any reason the availability of water at the river intake or overall production capacity of the treatment plant is curtailed or diminished at any time, the maximum available supply to each Member from the plant shall be reduced on a pro rata basis (equal percentage). The NCCWC may purchase or obtain water from any other sources to meet the immediate needs of the Members, as allowed by law and approved by the Board.

4.4 Expansion of Capacity. At the time of entering into this Agreement, Sunrise owns the right to purchase and install additional membrane modules in the existing treatment plant at its own expense to increase the overall production capacity of the plant. Any Member (or Members) may seek Board approval for additional expansion of the production capacity of the treatment plant to be done at the expense of the Member (or Members) making such expansion and on such other terms as the Board specifies, provided that no such additional expansion shall be allowed for the purpose of sale of water (i.e. wholesale) to parties outside the NCCWC without the unanimous approval of the Board. Upon completion of any expansion, the Board shall recalculate the Members' equivalent percentage of available capacity accordingly, by written amendment to this Agreement. Each Member's respective capital contribution for an expansion shall be considered in the event of withdrawal pursuant to 6.2(iii), or dissolution pursuant to 6.5.

## **SECTION 5: METERING AND OUTSIDE SALES**

- 5.1 Separate Metering of Treated Water. The amount of water used by each Member shall be metered at the point of entry into the separate water system of each Member. Each Member shall provide, at its expense, a meter or meters of a type and pattern approved by the Board. The meter shall be located on the transmission line of the Member as near as practicable to its connection with the transmission facilities of the NCCWC.
- (i) Each Member shall be responsible for maintaining its meters in good working condition and shall continuously measure the water provided to the Member by the NCCWC. Employees or agents of the NCCWC shall have access to the meters at all times for purposes of inspection and verification of operation and accuracy. Each Member shall independently check and read its meters on a schedule prescribed by the NCCWC and shall furnish those readings to NCCWC as requested by the Board.
- 5.2 Sale of Water to Other Entities. The NCCWC may sell any portion of available water to a non-Member entity, provided such sale does not restrict or interfere with the deliveries planned among the Members, as set forth under section 4.2, and is otherwise consistent with Oregon law.
- (i) The Board shall approve the price of water under such sales and may include any additional charges, including a rate of return, separately from those prescribed under Section 2.3.
  - (ii) The delivery of such water may require the use of transmission lines, reservoirs or other improvements independently owned by a Member and may be subject to charges imposed by the owner of that improvement or facility. Such fees shall be established by the Member owning that improvement or facility using principles of cost of service (see AWWA M1 Manual) based on production or other factors deemed relevant by the Member, plus any specific costs for delivery to key points established by the Member.

## **SECTION 6: CHANGE IN MEMBERSHIP & DISSOLUTION**

- 6.1 Adding a Member. The NCCWC may accept new members through written application and approval by each of the then-existing Members. The application shall, at a minimum, include a demonstration of the benefits of participation in the NCCWC, a long-term water supply and demand plan, list of planned contributed fixed assets, water rights or other items of value, and demonstrated financial capacity and ability to invest in the NCCWC, along with any other reasonable information requested by the Board.
- (i) Any application for new membership must be received a minimum of three (3) years prior to the time at which the prospective member expects to receive water from the NCCWC.
  - (ii) New members must agree to abide by this Agreement as well as other governance frameworks, management, and operational requirements adopted by the NCCWC

as well as any other additional terms and conditions NCCWC deems necessary to preserve the fair and equitable treatment of its existing Members, including recoupment of a portion of any prior investment made by the existing Members of the NCCWC that would provide benefit to the new member.

- (iii) The Board shall make a decision regarding an application for membership within a period of one year following the completed application and in no case less than two years prior to the proposed date for membership.
- (iv) Upon approval of a new member under this Section, the Board shall modify the composition of the Board to include the new member, which shall be entitled to one Director unless otherwise determined by the Board. The new Member shall select its representative(s) for the Board as provided in Section 1.3(ii).
- (v) New members may only be added at the beginning of a fiscal year and upon approval shall accept all relative costs and financial responsibilities assigned and assumed by membership in the NCCWC at the start of that fiscal year.
- (vi) The Board may modify any stated time period in this section by unanimous vote.

6.2 Voluntary Withdrawal. Any Member or Members may elect to voluntarily withdraw from the NCCWC at any time. Notice of such withdrawal (“Withdrawal Notice”) shall be given in writing to all Members at least two (2) years prior to (but not more than four (4) years before) the proposed effective date of withdrawal (“Withdrawal Date”), unless allowed by court order. Upon the Withdrawal Date, a withdrawing Member shall cease to be a Member for all purposes under this Agreement.

- (i) Upon issuance of a Withdrawal Notice, a withdrawing Member shall continue to be responsible for any and all financial commitments owed as part of the NCCWC until the Withdrawal Date, including its portion of budgeted operating costs. Neither the withdrawing Member’s price for water (unless such a price change is part of an existing cost of service methodology) nor its relative percentage of ownership in the fixed assets of the NCCWC shall change until the Withdrawal Date and subject to a Withdrawal Plan as described herein.
- (ii) Within ninety (90) days of the Withdrawal Notice, a withdrawing Member shall deliver to the Board a written plan for withdrawal, including proposed buyout of ownership of fixed assets and projection of water demand through the Withdrawal Date (“Withdrawal Plan”). The purpose of the Withdrawal Plan shall be to separate only those assets of the withdrawing Member that are not necessary for the operation of the remainder of the NCCWC’s assets. The Withdrawal Plan may also include any request for the future wholesale purchase of water from the NCCWC.
  - a. The Members shall have up to one (1) year following the delivery of a Withdrawal Plan to negotiate and to finalize the terms of the Withdrawal Plan.
  - b. If the Members are unable to mutually agree on a final Withdrawal Plan within

the time period stated above, the Members shall use the Dispute Resolution process in Section 8 to develop a final Withdrawal Plan, except that, in addition to or in lieu of a mediator in Step 2 of that process, the Members shall engage a third-party engineer or other technical expert to resolve disputes over which assets are necessary for the operation of the remainder of the NCCWC's assets after the withdrawal.

- (iii) Upon withdrawal of any Member, the debt associated with any co-owned assets shall be assigned to and assumed by the withdrawing Member in a manner consistent with the agreement between the Members. Such ownership interest shall be determined by the respective capital contribution associated with purchase or construction and installation of the asset, unless agreed otherwise by the Members.
- (iv) A Member submitting a Withdrawal Notice may revoke such notice at any time prior to the stated Withdrawal Date, but shall be liable for all legal and administrative costs directly incurred by the NCCWC in connection with the Withdrawal Notice.

6.3 Consolidation, Merger, or Annexation. One or more of the Members may undergo organizational change through consolidation with another Member in the NCCWC, merger with or annexation by a non-Member entity, or other organizational change allowed by law.

- (i) Consolidation or merger of any Members within the NCCWC shall combine the collective rights and obligations of the individual Members into the consolidated, surviving, or successor entity, including the voting representation among the Board. Notwithstanding any contrary provision in this Agreement, if such consolidation creates a majority on the Board by a single Member, the remaining Members may choose to dissolve or reorganize the NCCWC. Dissolution shall follow the procedures prescribed in Section 6.5 below.
- (ii) Any Member that effects a merger or consolidation with, or annexation to or by, a non-Member entity shall, to the extent practicable, ensure that the rights and obligations of the Member under this Agreement are assumed by the surviving or successor entity, including the Member's interest in or responsibility for, if any, NCCWC assets, liabilities, and the Member's voting representation on the Board. If a Member enters into an urban services agreement with a non-Member city, the Member shall ensure the urban services agreement expressly recognizes, and does not impair, the Member's ability to perform its obligations under this Agreement.

6.4 Remedies for Breach. The Board, or a Member alleging that the Board or another Member materially has breached this Agreement, shall give written notice to the party alleged to have breached, with a copy to the other parties to this agreement. The Members shall make diligent good faith efforts to resolve the dispute within thirty (30) days. If the Members are unable to resolve the dispute they shall proceed to dispute resolution as provided in Section 11. If the alleged breach is not resolved or the breaching party fails to effectuate the cure

as agreed the Board or Member alleging the breach may seek all remedies available by law or in equity, which may include but are not limited to, the remedy of specific performance, injunction, rescission, or damages.

The Members agree that monetary damages alone are an inadequate remedy and agree to waive any and all rights to object to specific performance or injunction as a remedy. In the event the non-breaching Member waives its right to seek specific performance or an injunction as a result of a breach by a Member, the Member may seek all damages as provided by law. The Members further agree that in the event of removal of a Member due to breach, the Member in breach shall assume its share of debt associated with any co-owned assets, which share of debt shall be calculated as provided in 6.2. The remedies available for breach as stated herein shall be cumulative and shall not restrict any remedy that is available to a Member by law or in equity.

6.5 Dissolution. The Board may, by unanimous vote, recommend to the Members that NCCWC be dissolved. In so doing, the Board shall propose a plan to wind down the business affairs of NCCWC (“Dissolution Plan”), including disposition, division and distribution of NCCWC assets, provided that all water rights shall be assigned as provided below unless otherwise unanimously agreed by the Members. Dissolution must be approved by the governing body of each Member. Subject to the foregoing, the Dissolution Plan shall provide for the assignment of water rights to the Members such that the 48.9 mgd of water rights referenced in 3.1(iii) is assigned as follows:

- (i) Gladstone is assigned 8.9 mgd of the water rights,
- (ii) Sunrise is assigned 22.5 mgd of the water rights, and
- (iii) Oak Lodge is assigned 17.5 mgd of the water rights.

## **SECTION 7: INDEMNIFICATION & INSURANCE**

7.1 Indemnification. To the extent permitted by the Oregon Constitution and laws of the State of Oregon, the NCCWC agrees to defend, indemnify and hold Members harmless from and against any and all actual or alleged claims, damages, expenses, costs, fees, including but not limited to attorney, accountant, paralegal, expert witness fees, fines, environmental costs and/or penalty (collectively “costs”), which may be imposed upon, claimed against, or incurred or suffered by one or more of the Members and which, in whole or in part, directly or indirectly arise from the following, unless and to the extent it was resulting from an individual Member’s act or omission:

- (i) Any act or omission of the NCCWC;
- (ii) Any use, occupation, operation or control of the NCCWC treatment plant and its water delivery facilities;
- (iii) Any triggering environmental event for which the NCCWC is responsible, including without limitation, any injury or damage therefrom; and



- (iv) Any breach, violation, or nonperformance of the NCCWC's obligations under this Agreement. This indemnity shall extend to each participating Member's directors, officers, employees, agents, invitees and contractors.

7.2 Insurance. At all times, the NCCWC shall maintain, at minimum, insurance coverages for general liability, automobile, and Worker's Compensation, in amounts as recommended by its insurance provider(s).

7.3 Attorney's Fees. If legal action is required to enforce this Agreement or any portion hereof, the prevailing Member shall be entitled to recover from the other Member or Members its reasonable legal costs for such action, including but not limited attorney's fees incurred at trial or upon appeal.

## **SECTION 8: DISPUTE RESOLUTION**

8.1 Dispute Process: If a claim or dispute arises between the Board and a Member or among two or more Members ("disputing parties") relating to this Agreement, the disputing parties shall attempt to resolve such claims or disputes using the following procedures:

- (i) **Step 1: Executive Negotiation**. Authorized Representatives assigned by each disputing party shall meet at mutually agreed time(s) and place(s) to resolve the dispute through negotiations. If resolution is not achieved within 30 days, the disputing parties shall move to mediation.
- (ii) **Step 2: Mediation**. If executive negotiations are unsuccessful, the disputing parties shall participate in mediation. The disputing parties shall attempt to agree on a mediator within 14 days. If they cannot agree, an application shall be made (by one of the disputing parties) to the Arbitration Services of Portland Oregon for selection of a mediator. If mediation does not result in resolution within 60 days of the mediator's appointment, the disputing parties may then declare an impasse and proceed to litigation.
- (iii) **Step 3: Litigation**. If mediation is unsuccessful, the disputing parties may exercise all rights and remedies each may have under the contract or by law in the Clackamas County Circuit Court, or in the U.S. District Court located in Portland, Oregon, if federal jurisdiction applies.

## **SECTION 9: GENERAL PROVISIONS**

9.1 Covenant of Good Faith. At all times the Members shall have a duty of good faith and fair dealing with respect to the terms and obligations of this Agreement.

9.2 Prior Agreements. This Agreement supersedes all prior agreements and amendments among the Members relating to the subject matter. All prior agreements, discussions and understandings among the Members are merged in the terms of this document and no Member has relied upon representations of another Member or the NCCWC except as

expressly set out in this Agreement or documents referred to in it. Any and all other contracts, leases, options, applications, permits, notes, bonds, intergovernmental agreements and obligations of any kind undertaken by the NCCWC or its Members prior to the effective date of this Agreement not directly related to this Agreement shall remain in full force and effect and be undisturbed by the substitution of this Agreement for any prior agreements.

- 9.3 Assignment, Sale or Transfer. Except as provided in Section 6.2 or 3.2.ii, no Member may sell, transfer or assign all or a portion of its interest in this Agreement without prior unanimous consent of the Board and their unanimous consent to any necessary amendments to this Agreement necessitated by sale, transfer or assignment of that interest in this Agreement. Such consent shall not unreasonably be withheld.
- 9.4 Severability. If any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the remaining provisions contained herein shall remain in full force and effect. The NCCWC and its respective Members agree to negotiate in good faith to achieve the purposes of this Agreement if a provision is found to be invalid, illegal or unenforceable.
- 9.5 Force Majeure. Except with respect to the obligation to pay money under this Agreement, neither the NCCWC nor any Member shall be considered in breach in the performance of their respective obligations under this Agreement to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or in the future, which is beyond the reasonable control of the affected Member, including, but not limited to, Acts of God, earthquake, drought, labor disputes, civil commotion, war, acts of terrorism and similar events. In the event a Member claims that performance of its obligations was prevented or delayed by any such cause, that Member shall promptly notify the Board or the other applicable Member(s) of the circumstance preventing or delaying performance. The Member claiming a cause of delayed performance shall endeavor to the extent reasonable to remove any obstacles that preclude performance.
- 9.6 Survival of Covenants. Any provision of this Agreement which, by its terms has or may have application after the expiration or earlier termination of this Agreement, including all covenants, agreements, and warranties, shall be deemed to the extent of such application to survive the expiration or termination of this agreement.
- 9.7 Notices. Any notice to be given shall be given in writing. Notice shall be effective when received. Notice may be given by hand delivery, by electronic transmission, by messenger service or United States mail. All such notices shall be sent to:

Oak Lodge Water Services	Sunrise Water Authority	City of Gladstone
14496 SE River Rd.	10602 SE 129 <sup>th</sup> Ave.	525 Portland Avenue
Oak Grove, OR 97267	Happy Valley, OR 97086	Gladstone, OR 97027

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- 9.8 Execution of Counterparts. This Agreement may be executed by the Members in separate counterparts. The Agreement shall be made when each Member has executed a counterpart.
- 9.9 Effective Date. The Effective Date of this Agreement shall be the latest date each of the Members has executed the Agreement as indicated in the signature block below.

IN WITNESS WHEREOF, the Members have, pursuant to the official action of their governing bodies duly authorizing the same, caused their respective officers to execute this instrument.

OAK LODGE WATER SERVICES

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

Title: \_\_\_\_\_

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

SUNRISE WATER AUTHORITY

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

Title: \_\_\_\_\_

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

CITY OF GLADSTONE

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

Title: \_\_\_\_\_

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



## STAFF REPORT

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**To:** Board of Directors  
**From:** Jason Rice, District Engineer  
**Agenda Item:** Water Quality Services - Next Steps Discussion  
**Item No.:** 6  
**Date:** July 17, 2018

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### **Purpose**

Now that the 2019 Fiscal Budget has been approved and is in effect, Staff would like to have a conversation with the Board regarding the next steps for Water Quality Services and its upcoming master planning process.

### **Background**

Oak Lodge Water Services District (through absorbing Oak Lodge Sanitary District) is currently named as a Municipal Separate Storm Sewer System (MS4) Co-Permittee within the urban area of Clackamas County. While the permit has been in administrative extension since March 1, 2017, this permit still carries with it certain obligations to the State. In general, the District shall meet conditions of this permit to improve the quality of water discharging from its boundaries into receiving waterbodies of the State.

Admittedly, this is a difficult task for this District to perform since the District does not own the infrastructure that carries the stormwater. That is why Oregon Department of Environmental Quality (DEQ) required that Oak Lodge Sanitary District (OLSD) and the owners of the system we are monitoring, Clackamas County Department of Transportation and Development (CCDTD), develop a Memorandum of Understanding to create clarity.

Currently, in staff's (both OLWSD and CCDTD) opinion, this agreement provides little comfort to that of the average rate payer. Most "Surface Water Management" rate payers expect OLWSD to fix issues with flooding within the right-of-way. And to be completely honest, OLSD may have done just that in its past. However; over the past 5-6 years, this has not been being done in-lieu of saving for larger projects such as Stringfield Park and Boardman Wetlands – Phase 1. Meanwhile, the Board along with Staff have had budget conversations about veering away from large scale water quality projects and instead start to focus on localized enhancements throughout the District. This small scale strategy can be seen in the current Capital Improvement Plan.

Now that the 2019 Fiscal Budget is in effect and a Stormwater Master Plan is funded, staff have begun to strategize on how to move forward with this effort and want to communicate their thoughts to the Board on the matter.

As the District's Engineer, I see a lot of paths forward. But to me, I want to make sure our public understands and supports any major changes to our programs before they take place. To do this, I am planning on moving forward with the following strategy if the Board supports it.

I would begin this process in October 2017 by contracting with the District's On-Call Service Contract for Outreach to assist in some data gathering meetings. These meetings would consist of a series of at least two meetings with each group identified. The first meeting would be focused first on discussing the differences in services provided and fees collected by OLWSD and CCDTD. Once that conversation was clear, the District would step forward and offer the idea of additional services (but without costs). Two things could happen here. The public could say, "We like the service you are providing, keep the rates low and keep up the great work", or they could say, "Yes. We would like additional services. How much?"

The "how much" would come during a secondary follow up discussion. And the question would be asked again, is this something you are interested in? Either way, all this data will be brought back before the Board (likely to occur March 2019) to have another conversation about what was learned. I believe it is in this conversation that the Board has an opportunity to drive the focus of the Master Planning process.

If it is learned that the public is happy with their services and their rates and the Board is comfortable with that, staff can work forward to create a list of projects that can be worked on over the next 20 years. However; if it is learned and agreed that the public is willing to pay for additional services, those too could be rolled into the Master Planning.

Currently, Staff is thinking about meeting with each of the two Community Planning Organizations (CPO's), any business alliances that exist within the District's Boundary and visit with large Watershed Protection rate payers such as Rose Villa, Willamette View and major car sales lots.

### **Questions for the Board:**

1. Is the Board comfortable with this concept?
2. And if so, are there any other community groups the Board would like staff to contact about meeting with?

**OAK LODGE**  
WATER SERVICES  
**STAFF REPORT**

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**To:** Board of Directors  
**From:** Kelly Stacey, Finance Director  
**Agenda Item:** Finance Department Report  
**Item No.:** 7a  
**Date:** July 17, 2018

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Below is an update of various efforts of the Finance/Administration department:

**Year-end**

The team is busy getting all the last of the yearend items entered. I have set July 31 as the deadline for prior year invoices to be paid. The next couple of months will be filled with Jeff and I working on account reconciliations and workpapers for the audit. This will include finishing the Accela conversion and reconciliation. The auditors will be back mid-October to begin the 2018 year-end audit.

**Accela implementation:**

We are working on the fixed asset template for implementation in early August. PlanB is helping us clean up the legacy data before converting it into Springbrook. The inventory module is yet to be scheduled. In the meantime, we are continuing the clean-up and reconciliation of the current modules. We have made great progress on the bank reconciliation process. Jeff has been very diligent in staying on track to get this completed before the end of July.

**Miscellaneous Items:**

I took a vacation the first week of July and am feeling refreshed and refocused. I am working with my staff to do some office cleanup and organization that has been let go during all the hustle of the software conversion. I would like to revamp some of the finance reports to add some additional graphs and charts and make them easier to read and understand.

I am working with PlanB on financial policies and should have some ready for the Board's review in August.

I have started the implementation for the NCCWC and CRWP. Things are going smoothly as there are very few changes from the old system to the new. We will be rounding off the general ledger and accounts payable by the end of

July and payroll in August. Both took a fraction of the work required for OLWS since they do not have Utility Billing or Cash Receipts modules and they are using their existing chart-of-accounts.



## STAFF REPORT

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**To:** Board of Directors  
**From:** Todd Knapp, Field Superintendent  
**Agenda Item:** Field Operations Report  
**Item No.:** 7b  
**Date:** July 17, 2018

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### **Background**

The Board has requested updates at the Regular Meetings of the Board on the status of the District's Operations.

### **Operations Administration**

I once read a quote, "Coming together is a beginning; keeping together is progress; working together is success". This past year all three have happened within the field crew, staff have learned to work together to accomplish many tasks, have endured many changes, and most have been cross trained to help each other in performing routine work as well as being prepared to help in an emergency. I'm proud of these accomplishments and want to take a moment to thank my team for doing a great job.

The collections team was able to complete roughly 75% of their yearly cleaning and TVing goal of 104,677 feet., They also cleaned over 60,000 feet of grease lines, and over 200 catch basins, despite losing a team member to retirement and having to cross train team members from the water crew to cover gaps in coverage. I believe we are finding our rhythm, also we should have a new team member for the collections, starting before the end of July.

We are looking forward to starting the collections capital improvement program, this will begin to address a long list of needed improvements throughout the collections system and replacing Vehicles #27 and #3 soon.

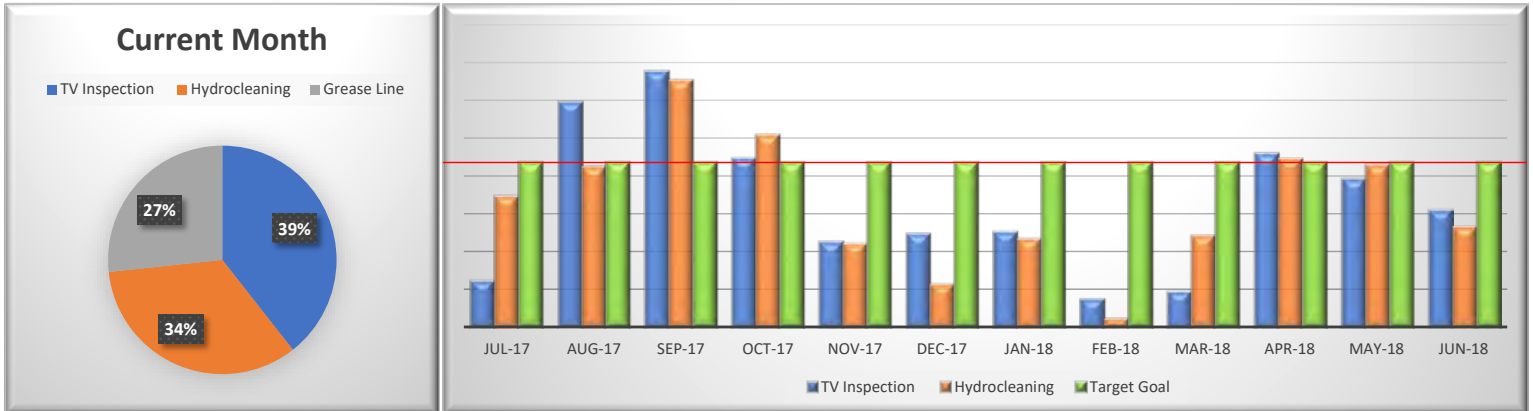
### **Field Operations Monthly Report for June 2018**

Highlights for the month:

- Meters replaced, new services added, and leaks repaired (See chart)
- Collections team year end goal 75% complete
- Two new trucks
- Cross training with Water, Collections and Storm continues.
- Water consumption for **June: 119,903,000 Gallons** (Above the 10-year average of 100,869,195) (See metered monthly consumption chart)

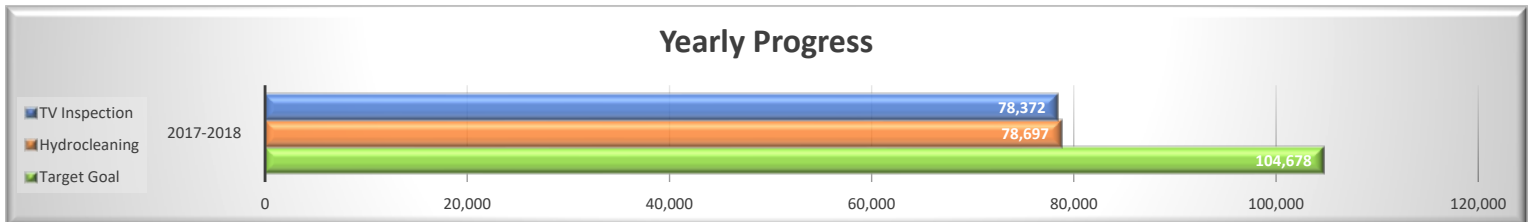


# Oak Lodge Water Services Collections Report

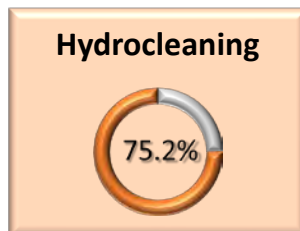
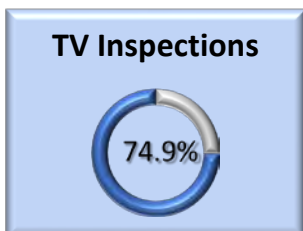


Month	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	To Date	Monthly %	Yearly %	5 Year %
TV Inspection	2,512	11,906	13,532	8,961	4,566	4,987	5,092	1,548	1,942	9,212	7,875	6,239	78,372	71.52%	74.87%	14.97%
Hydrocleaning	6,967	8,539	13,085	10,206	4,472	2,328	4,723	513	4,906	8,953	8,638	5,367	78,697	61.53%	75.18%	15.04%
Target Goal	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	104,677	100.00%	100.00%	20.00%
Grease Line	3,625	5,105	3,276	3,625	10,227	3,859	3,625	4,757	3,625	3,276	11,061	4,225	60,286			

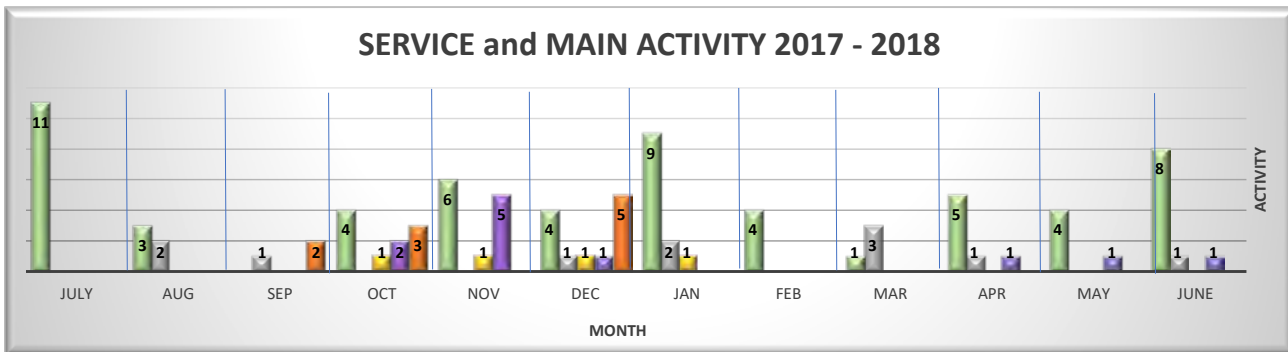
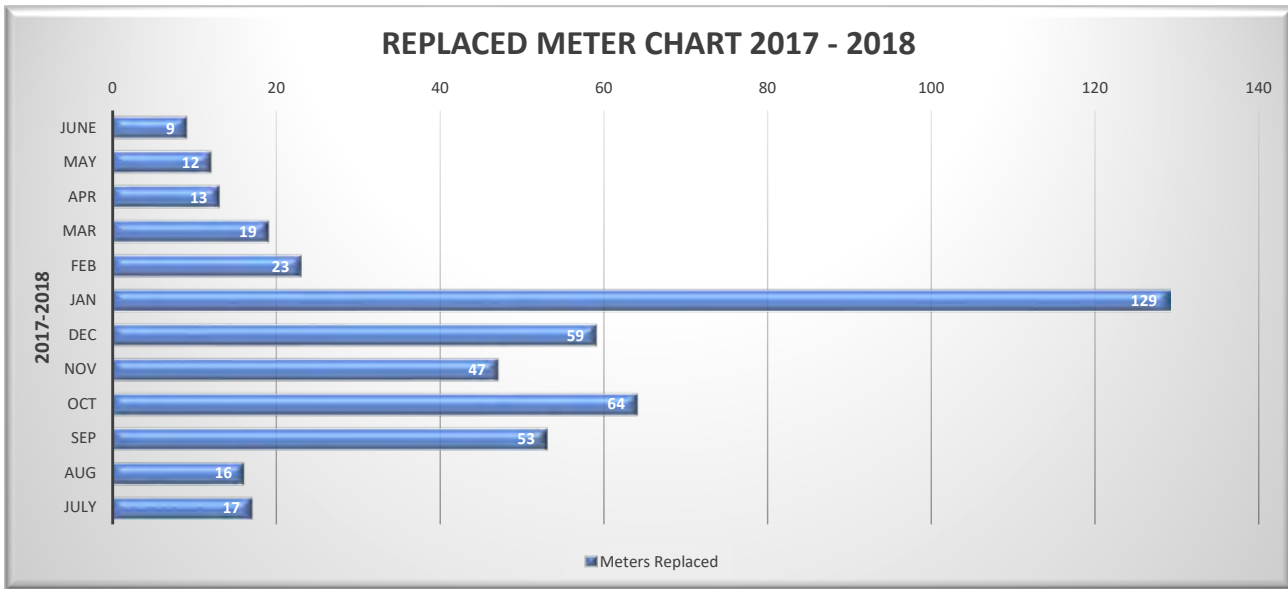
**Total Feet** 523,392  
**Target Per Year** 104,678  
**Target Per Month** 8,723



## YEARLY PROGRESS

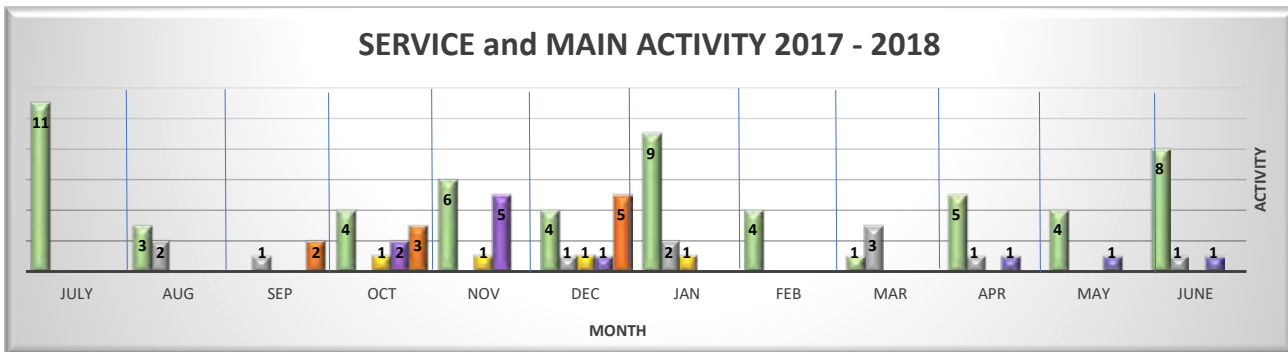
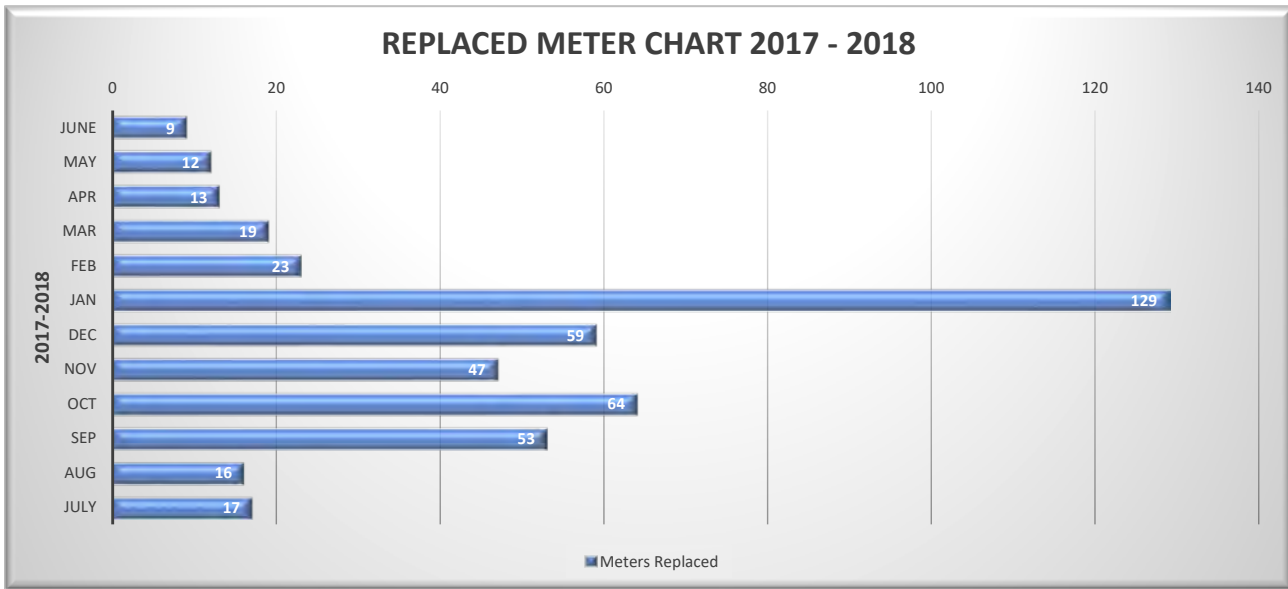


# Oak Lodge Water Services Water Report



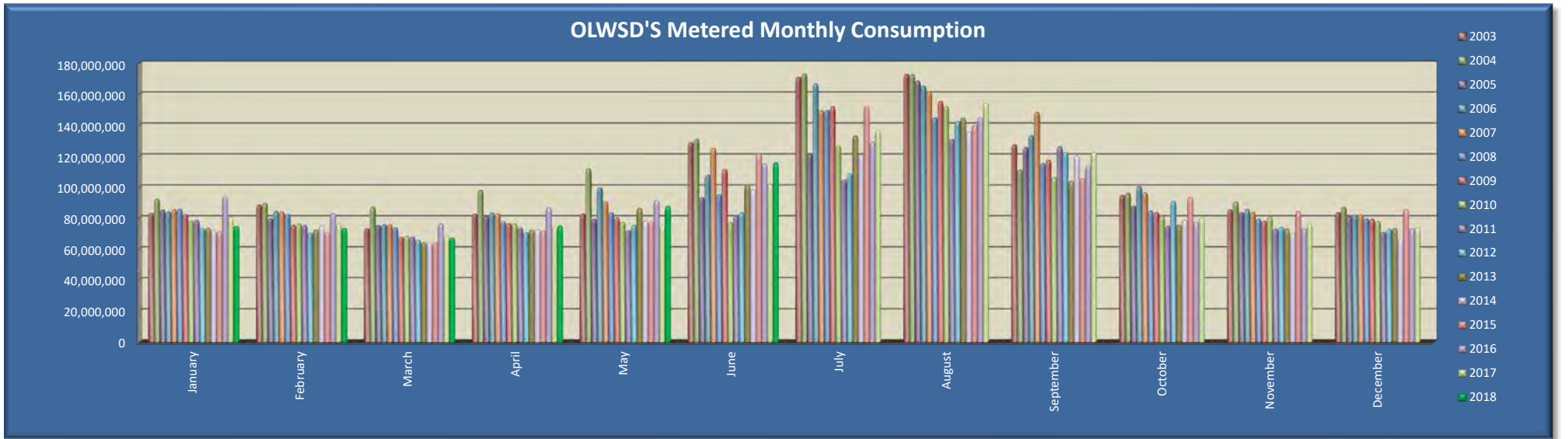
Fiscal Year	Month	Meters Replaced	New Services	Iron Services Renewed	Plastic Services Renewed	Service Leaks Repaired	Main Leaks Repaired
2018	June	9	8	1		1	
2018	May	12	4			1	
2018	Apr	13	5	1		1	
2018	Mar	19	1	3			
2018	Feb	23	4				
2018	Jan	129	9	2	1		
2017	Dec	59	4	1	1	1	5
2017	Nov	47	6		1	5	
2017	Oct	64	4		1	2	3
2017	Sep	53		1			2
2017	Aug	16	3	2			
2017	July	17	11				
<b>Yearly Total</b>		<b>461</b>	<b>59</b>	<b>11</b>	<b>4</b>	<b>11</b>	<b>10</b>

# Oak Lodge Water Services Water Report



Fiscal Year	Month	Meters Replaced	New Services	Iron Services Renewed	Plastic Services Renewed	Service Leaks Repaired	Main Leaks Repaired
2018	June	9	8	1		1	
2018	May	12	4			1	
2018	Apr	13	5	1		1	
2018	Mar	19	1	3			
2018	Feb	23	4				
2018	Jan	129	9	2	1		
2017	Dec	59	4	1	1	1	5
2017	Nov	47	6		1	5	
2017	Oct	64	4		1	2	3
2017	Sep	53		1			2
2017	Aug	16	3	2			
2017	July	17	11				
<b>Yearly Total</b>		<b>461</b>	<b>59</b>	<b>11</b>	<b>4</b>	<b>11</b>	<b>10</b>

Year	Month												Total Yearly Con	Average Daily Demand
	January	February	March	April	May	June	July	August	September	October	November	December		
2003	82,674,600	88,370,400	72,820,000	82,357,000	82,416,000	128,520,000	170,652,000	172,726,000	127,198,000	94,416,000	85,037,000	83,285,000	1,270,472,000	3.48
2004	91,933,000	89,441,000	86,755,000	97,665,000	111,392,000	130,863,000	172,883,000	172,499,000	110,696,000	95,973,000	90,079,000	86,823,000	1,337,002,000	3.66
2005	84,976,000	79,415,000	74,996,000	80,616,000	79,088,000	92,885,000	120,871,000	168,248,000	125,172,000	87,512,000	83,230,500	80,773,500	1,157,783,000	3.17
2006	83,697,000	84,098,667	75,580,333	83,028,000	99,436,000	107,501,000	166,449,000	164,957,000	132,989,000	100,180,000	85,350,000	81,587,000	1,264,853,000	3.47
2007	85,179,000	83,766,000	75,622,455	82,508,545	90,129,000	124,696,000	149,207,000	161,512,000	147,980,000	96,159,000	83,445,000	81,921,000	1,262,125,000	3.46
2008	85,466,000	82,200,000	73,405,000	77,221,722	83,162,278	94,885,000	149,422,000	144,592,000	114,830,000	84,307,000	79,094,000	79,319,000	1,147,904,000	3.14
2009	82,042,000	75,196,000	67,364,000	76,238,000	79,968,000	111,127,286	151,804,000	155,069,000	117,099,000	83,457,000	77,782,000	79,107,000	1,156,253,286	3.17
2010	77,735,000	75,975,000	67,986,000	75,943,000	76,903,000	76,720,000	125,996,000	151,590,000	105,880,000	81,052,000	80,389,000	77,515,000	1,073,684,000	2.94
2011	78,266,000	74,983,000	67,462,000	73,285,000	71,613,000	81,189,000	104,328,000	130,684,000	125,733,000	74,646,000	72,657,000	70,555,000	1,025,401,000	2.81
2012	73,041,000	70,104,000	65,501,000	70,380,000	75,148,000	83,256,000	108,236,000	142,023,000	121,981,000	90,545,000	73,672,000	72,454,000	1,046,341,000	2.87
2013	73,277,000	72,051,000	63,866,000	71,906,000	86,085,000	101,278,000	132,837,000	144,354,000	103,403,000	75,217,000	72,624,000	73,180,000	1,070,078,000	2.93
2014	72,052,000	74,566,000	63,886,000	72,171,000	77,889,000	97,978,000	120,411,000	135,271,000	120,008,000	78,257,000	69,534,000	66,200,143	1,048,223,143	2.87
2015	70,840,857	70,318,000	63,972,000	71,515,000	77,173,000	121,185,000	151,728,000	139,696,000	105,238,000	92,781,000	83,966,000	85,368,000	1,133,780,857	3.11
2016	93,522,000	82,637,000	76,044,000	86,443,000	90,989,000	114,745,667	128,722,333	144,599,000	113,212,000	77,196,000	72,766,000	72,839,000	1,153,715,000	3.16
2017	80,205,000	75,867,000	68,040,000	73,822,000	74,515,000	101,310,000	136,262,000	154,085,000	122,113,000	79,860,000	75,718,000	73,584,000	1,115,381,000	3.06
2018	74,389,000	73,219,000	66,754,000	74,713,000	87,263,000	115,543,000								
2019														
2020														
10 Year Average	78,644,686	74,491,600	67,087,500	74,641,600	79,754,600	100,433,195	130,974,633	144,196,300	114,949,700	81,731,800	75,820,200	75,012,114		10 Year ADD
														3.01





## Staff Report

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**To:** Board of Directors  
**From:** David Mendenhall, Plant Superintendent  
**Agenda Item:** Plant Operations  
**Item No.:** 7c  
**Date:** July 17, 2018

### **Background:**

The Board has requested updates at the Regular Meetings of the Board on the status of the District's Operations.

### **Water Reclamation Facility Operations**

Operations continues to observe, analyze, calculate, and adjust the treatment process. May finished well as mentioned last month and June continued the trend but still needed some improvement. Early in the month we all got together and observed that we still have too many solids which is keeping the food to microorganism ration too low. We are basically not able to supply enough food to the organisms we have. We increased the wasting rate to 3500 pounds per day. We wanted to watch for gradual improvement in settling and reduction in overall solids but not overdo it. We are on the right track as settling and clarity have improved by the end of June. We will continue to waste at the same rate and make adjustments to air and return sludge flow. Our goal is to get to 25 SRT and maybe beyond to 20 SRT and see how the plant responds.

We have many instruments supplied by Hach Company and we have had a service contract with them since the new plant was put into service. The company rep came to the plant to talk about renewal. David Hawkins guided him around the plant and reassessed our instrumentation needs. He was able to pare down the number of instruments we need to have service and reduce the service contract amount by \$6700. Nice work David.

David and Chuck Adams, and Randy Leniger continue to help Lew McCutcheon get familiar with the plant and the daily operations. Lew has been a good help as the Temporary Operator and we are happy to have him. Randy has been making sure our biosolids are hauled out, so we have room to waste. During a well-deserved vacation for Randy, Justin Claxton and Marty Guenther helped us out by hauling to Madison Farms. 238 cu yds of biosolids were hauled in June.

On Saturday June 9, the screw conveyor that moves sludge from the belt press to the trucks stopped on an over torque alarm. A piece of the liner had come loose and caught in the screw. This stopped production of course but John Krogstad and Randy Leniger both responded to calls and came in to work on the conveyor. They were able to

remove the stuck pieces and restore the conveyor to service. We are pursuing the replacement of the lining.

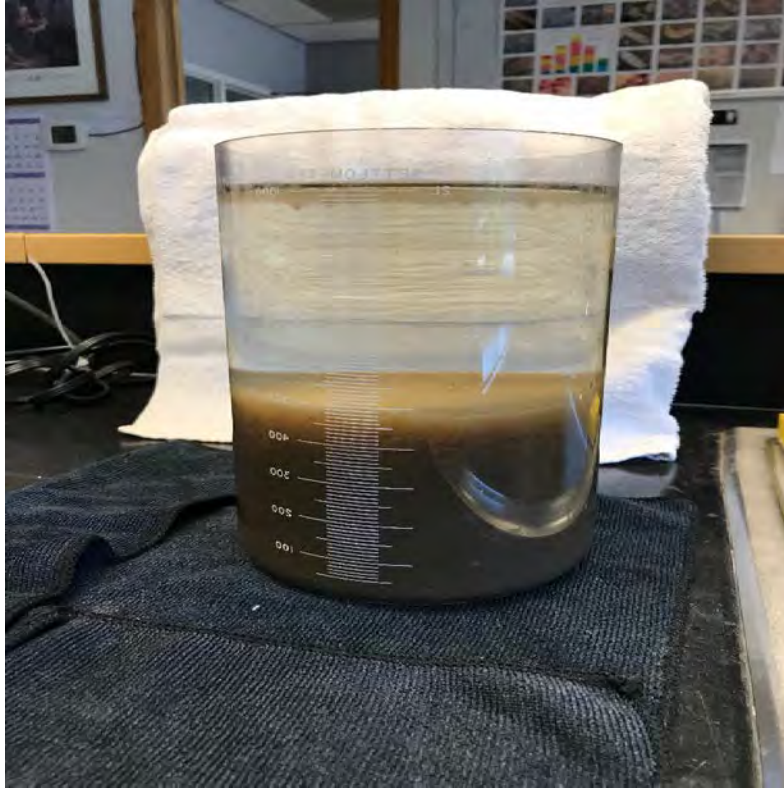
In maintenance, John Krogstad has been the solo maintenance mechanic. He oversaw and helped with the rehab of the sump pit in the belt press building. This project completely removed the corroded metal support work and the top grating and replaced it with new materials. The sump pit is now safe and functional. In addition to many PMs being done to the pump stations, John has been trying to keep up with cottonwood season. He has been cleaning the many HVAC compressors and air handling units throughout the plant. The biggest challenge was the unit supplying the biosolids building.

Brown and Caldwell sent us the draft Technical Memo on the belt press alternatives and we will be reviewing it.

We have been doing lots of recruiting and interviewing and we hope to start filling positions soon.

**Attachments:**

1. Operations Staff Report Rainfall vs Flow data correlation December 2017 - June 2018
2. Plant Performance BOD-SS graph December 2017-June 2018

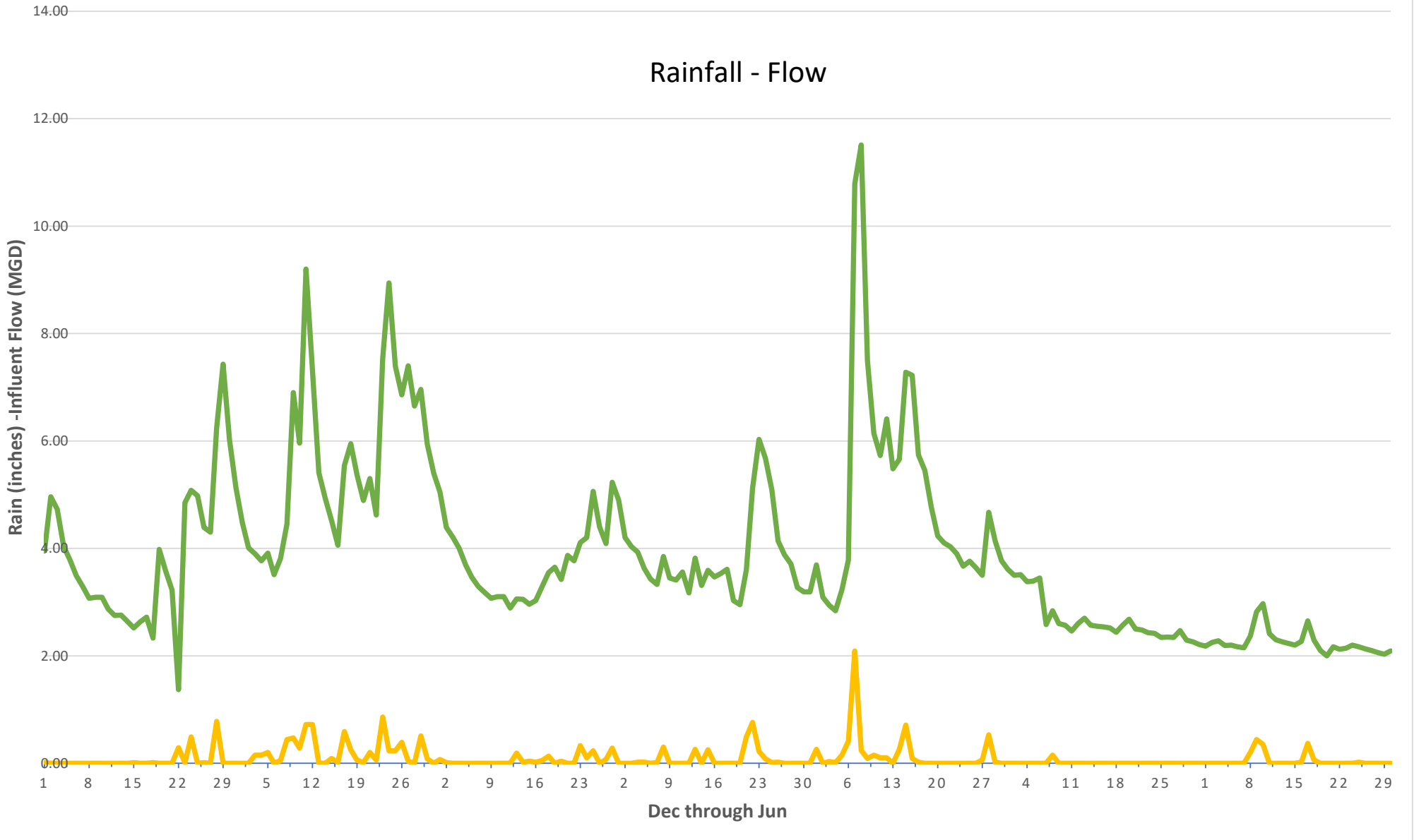


*Photo 1 Nicely settling activated sludge*



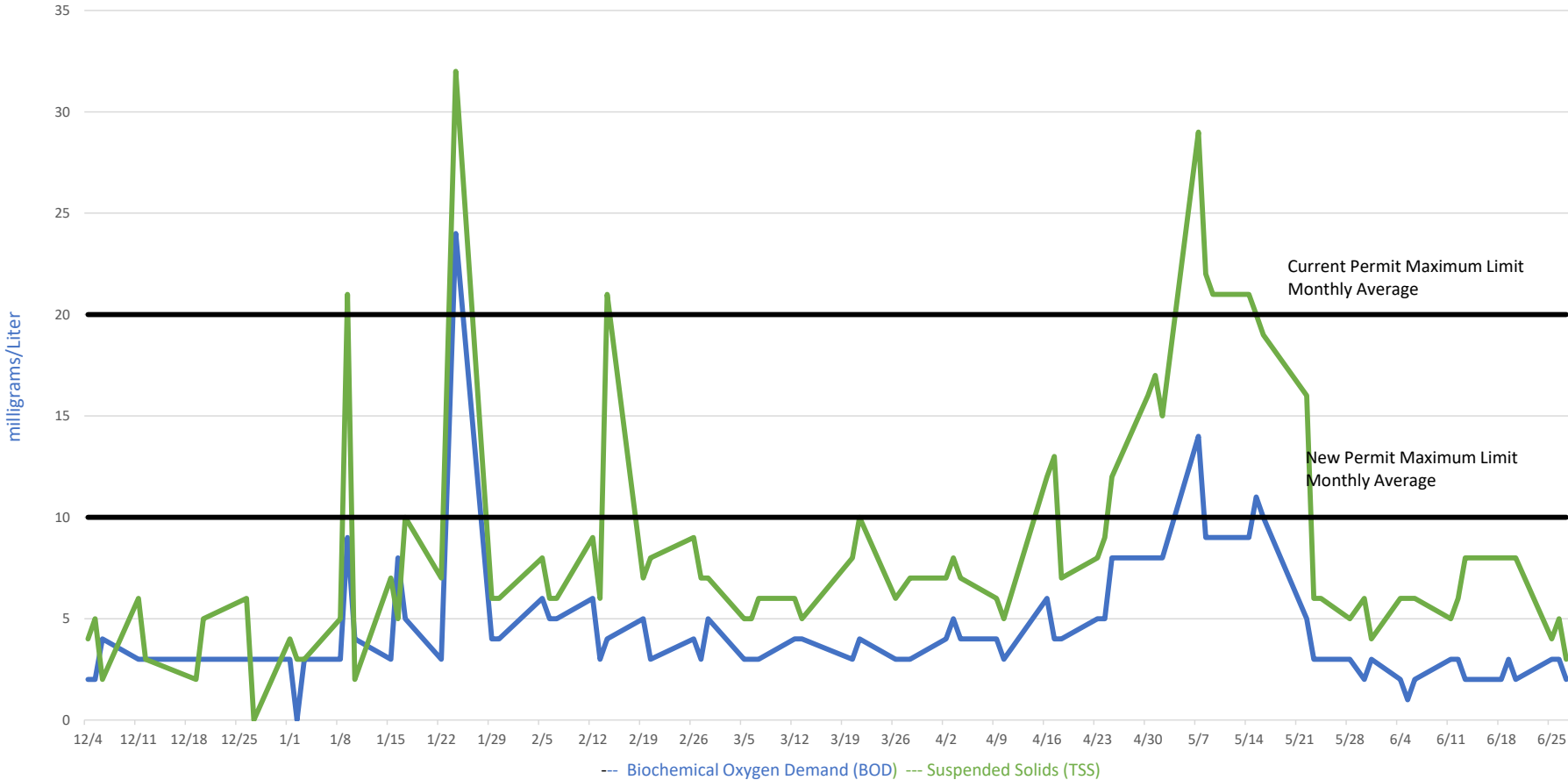
*Photo 2 Cottonwood Season at Oak Lodge!*

# Rainfall - Flow





### Effluent Water Quality



**OAK LODGE**  
WATER SERVICES  
**STAFF REPORT**

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**To:** Board of Directors  
**From:** Technical Services Team  
**Agenda Item:** Technical Services Monthly Report  
**Item No.:** 7d  
**Date:** July 17, 2018

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Below is an update of various Technical Services Program efforts:

**Outreach and Education**

July starts the new year for partnerships with regards to OLWS Outreach and Education. This month program staff has been holding meetings with OLWS non-profit partners to plan for FY 2018-2019. Non-profit partners bring a wider reach than OLWS could provide alone. Along with community groups, the partnerships allow OLWS to connect with far more people and spread our messages around clean water, storm water, and wastewater.

OLWS plans on rolling forward existing partnerships including: Backyard Habitat Program with Columbia Land Trust/Portland Audubon; Clean Rivers Coalition; Dig In Community with Cascade Pacific RC&D; Ecology in Classrooms and the Outdoors (ECO); North Clackamas Urban Watershed Program; Rex Putnam High School and the Watershed Health Education Program (WHEP); and Schoolyard Farms. The partnerships provide OLWS with direct connections to all of the Elementary and High Schools in our District in order to fulfill one of our Outreach and Education goals of sending our whole water message to every student in the District at least 1-2 times throughout their K-12 experience. With the connection of classroom experiences, outdoor field experiences, and the tours to the treatment plants (water and wastewater), students are able to better grasp the whole water curricula. Non-profit partnerships extend the reach of OLWS staff by allowing us to be able to be physically present at each school several times as well as circulating the OLWS message through all of the partner non-profit staff, Board, volunteer, and supporter relationships.

Finally, this is a last reminder to attend **the Oak Grove Trolley Trail Festival on Saturday, August 18, 2018 from 11 a.m. – 4 p.m.** General Manager Sarah Jo Chaplen and District Engineer Jason Rice will be staffing the OLWS table at the event. Make sure you pick up an OLWS hat to wear for the Festival!

**Permitting**

**July 2018 Development Activity**

	<i><b>This Month</b></i>	<i><b>Last Month</b></i>	<i><b>Fiscal Year-to-Date</b></i>	<i><b>This Month Last Year</b></i>	<i><b>Last Year-to-Date</b></i>
<b>Pre-applications Conferences</b>	4	2	27	-	-
<b>Hours Spent on Development Review*</b>	95	95	1,034	-	-
<b>Hours spent on Utility Permits*</b>	40	40	592	-	-
<b>Development Permits Issued</b>	3	2	26	-	-
<b>Utility Permits Issued</b>	7	10	96	-	-
<b>New Sewer Connections</b>	4	7	84	-	-
<b>New Water Services</b>	3	9	-	-	-
<b>Active Erosion Control Permits</b>	42	45	446	-	-
<b>Total Erosion Control Permits Inspected</b>	42	45	443	-	-
<b>Active Construction Permits</b>	21	22	204	-	-
<b>Sanitary SDC Fees Received</b>	\$20,660.00	\$46,485	\$439,025	-	-
<b>Water SDC Fees Received**</b>	\$11,225.00	\$49,385	-	-	-
<b>Plan Review Fees Received*</b>	\$1,651.27	\$6,354	\$25,974	-	-
<b>Inspection Fees Received*</b>	\$2,577.15	\$8,298	\$36,282	-	-

\*\* includes "service charges" which are installation costs  
 " - " denotes data available in future reports

**Attachments**

1. Capital Project Tracker
2. Development Review Status Tracker

## Capital Project Tracker

Project Name	Fund	FY19 Total Budget	Design Contract	Construction Contract	Total Spent	% Spent of Budget	Status	Next Task	Expected Completion Date	Project Manager
Solids Handling Bldg. Refurbishment and Process Improvements	SS	\$ 300,000.00	\$ -	\$ -	\$ -	0%	Planning	Contract with Design Engineer	6/30/2019	Rice
Anaerobic Digester Conversion	SS	\$ 200,000.00	\$ -	\$ -	\$ -	0%	Planning	Contract with Design Engineer	6/30/2019	Rice
Secondary Clarifier Refurbishment	SS	\$ 500,000.00	\$ -	\$ -	\$ -	0%	Planning	Contract with Design Engineer	6/30/2019	Rice
Aeration Control Strategy Evaluation	SS	\$ 50,000.00	\$ -	\$ -	\$ -	0%	Planning	Contract with Design Engineer	6/30/2019	Ogbeide
Mainline Repair Program	SS	\$ 200,000.00	\$ -	\$ -	\$ -	0%	Planning	Contract with Design Engineer	6/30/2019	Ogbeide
Stormwater Master Plan	SW	\$ 125,000.00	\$ -	\$ -	\$ -	0%	Planning	Concept Conversation with Board	12/31/2019	Rice
Water Master Plan	W	\$ 130,000.00	\$ -	\$ -	\$ -	0%	Active	Review Draft Chapters	3/31/2019	Rice
Water Meter Replacement Program	W	\$ 1,350,000.00	\$ -	\$ -	\$ -	0%	Planning	Write/Review and Issue RFP for Services	6/30/2019	Ogbeide
WRF Decant Expansion	SS,SW,W	\$ 510,000.00	\$ -	\$ -	\$ -	0%	Planning	Locate Existing Utilities, Space Plan	6/30/2019	Ogbeide
Boardman Wetland Complex	SS,SW	\$ 3,167,665.75	\$ -	\$ 3,167,666.00	\$ -	0%	Under Construction	In-Water Work (7/15-9/30)	3/1/2019	Rice
Last Updated									7/10/2018	

<b>Project Status</b>	<b>Address</b>	<b>Type of Development</b>	<b>Notes</b>	<b>Last Updated</b>
Under Construction	3127 SE Concord Rd. (Concord Oaks, formerly Concord Vineyards II)	6-acre development (32 residential lots.)	Development Inspections complete. Warranty inspections scheduled. Warranty period expires July 2018	7/1/18
Under Construction	13012 SE Oatfield	Proposed subdivision; 9 potential lots. Z0407-16	OLWSD approved plans. Sanitary inspections pending. Expires Sept. 2018. Warranty period expires Sept. 2019	7/1/18
Under Construction	4281 SE Manewell Lane	A four-lot SFR minor subdivision.	Z0640-16 Warranty inspection scheduled. Final utility inspection approval.	7/1/18
Plan Review	18121 SE River Rd. (Jennings Lodge Estates)	72-lot Subdivision	Received Engineering Plans 6th plan submittal. County approval. Awaiting responses for OLWSD approval.	7/1/18
Under Construction	3816 SE Hill Rd	Z0428-16 8-lot subdivision	Water and Sewer Inspections ongoing. 1200C permit for erosion control. County timeline.	7/1/18
Under Construction	13715 SE River Road	Z0399-17 Rose Villa - 28 Homes	Also Z0066-17. OLWSD approval for engineering plans. Sanitary, water and stormwater inspections ongoing. Expires Dec. 2018.	7/1/18
Plan Review	17908 and 17900 SE Addie Street.	Z0200-17-D_BOARDMAN_WETLAND	Land use comments sent. Awaiting engineering plans. County timeline for expiration.	7/1/18
Under Construction	6460 Glen Echo Avenue	Z0461-16_Gladstone_Glen_Echo. (OLSD Service area / out of OLSD Boundary).	10-lot subdivision. Gladstone Plan Review. Gladstone Inspection . OLWSD receives approved plans and asbuilts and inspection reports.	7/1/18
Under Construction	14501 SE Laurie Ave	Z0050-17 2-lot partition	Sanitary and EC Inspections ongoing. Expire April 2019	7/1/18
Under Construction	Willamette View	Riverview Dining Facility Replacement / Expansion; Z0239-17	Plans approved. Expires Oct 2018	7/1/18
Under Construction	SE Manewal at SE Towery LN. 4-lot subdivision	Z0157-17_Manewal_South	OLWSD Inspection approval. Z0156-17 (for original tax lot 2300) is now void. Plans approved. Inspections ongoing sanitary, water and erosion control. Warranty period ends May 2019	7/1/18
Plan Review	SE Courtney at SE Rupert	Z0061-17-D 10-unit apartment	Engineering Comments sent (2nd review) awaiting second planset. County Land Use Timeline. Erosion control submitted. Under review.	7/1/18
Plan Review	15510 SE Wallace Street	Z0593-16 13 lot subdivision	Land Use Comments sent. Awaiting engineering plans. County Land Use Timeline.	7/1/18
Under Construction	3260 SE Oak Grove Blvd	130000+ mini storage facility	Inspections ongoing: sanitary and water. 1200C for erosion control. OLWSD permits expire May 2019	7/1/18
Pre-Application	15007 SE McLoughlin Blvd	B Fitness TI	ZPAC0019-18 Pre-app held County expiration timeline.	7/1/18
plan review	18107 SE Blanton	3-lot partition	3-lot minor subdivision. County Land Use Timeline.	7/1/18
Plan Review	19421 SE KAY ST	4-10 lots: Subdivision	Land use comments sent. 1st Engineering Plan Review. County expiration timeline.	7/1/18
Under Construction	15314 SE RUPERT DR	7-lot subdivision Z0426-17-SS	Seven-lot minor subdivision for one existing and six new home sites. OLWSD permits expire March 2019	7/1/18
Under Construction	13809 SE Linden Ln.	Replace existing home with duplex.	Erosion control ongoing. Sanitary and water inspections ongoing. OLWSD permits expire May 2019	7/1/18
Under Construction	Taxlots 2000 & 2100 located behind 15026 & 15018 SE Linden Ln. (Tilia Ln) Originally "Wanderlust Lane"	3-parcel partition	Z0305-15-M Pubic Main Line Extensio. Development approval. Sanitary warranty period ends March 2019. Erosion inspections ongoing. Expires Oct 2018	7/1/18
Under Construction	Z0620-17-D 16885 SE McLoughlin	Design Review - Les Schwab	Site Development Plan Review. County expiration timeline.	7/1/18
Under Construction	13755_SE_Schroeder	Rose Villa Units	"The Oaks" PHASE 2B' NET ZERO ENERGY POCKET NEIGHBORHOOD Z0489-17. OLWSD approval for engineering plans. Sanitary, water and stormwater inspections ongoing. Expires Dec. 2018. Z0489-17	7/1/18
Plan Review	18800 SE MCLOUGHLIN BLVD	Nonconforming Use - Alteration/Verification:	Land use comments sent. Awaiting engineering plans. County expiration timeline.	7/1/18
Plan Review	18800 SE McLoughlin	Z0542-17 Addition of one vehicle sales stall	Land use comments submitted. Awaiting engineering plans. County expiration timeline.	7/1/18

<b>Project Status</b>	<b>Address</b>	<b>Type of Development</b>	<b>Notes</b>	<b>Last Updated</b>
Plan Review	3016 SE COURTNEY AVE	Z0523-17 Parking lot	Land use comments submitted. Awaiting engineering plans. County expiration timeline.	7/1/18
Plan Review	17624 SE RIVER RD	Z0471-17 : three (3) 2-family_ dwelling units and two (2) three family dwelling units	Land use comments submitted. Awaiting engineering plans. County expiration timeline.	7/1/18
Under Construction	16250 SE MCLOUGHLIN BLVD	Commercial with interior storage	Plans approved by OLWSD. OLWSD permits expire June 2018	7/1/18
Plan Review	22E07CA03003	Partition: 2-lots	A Partition of the subject property to create two parcels; one of approximately 10,259 s.f. and one of approximately 12,421 s.f. for new home sites.	7/1/18
Plan Review	4322 SE Pinehurst Ave	Subdivision	Z0594-17 Water utility only. Awaiting Engineering Plans and building permit. County expiration timeline.	7/1/18
Plan Review	13630 SE Laurie Avenue	Design Review - Rose Villa	Construct Arts building as part of master plan. Received engineering review #1. Under review.	7/1/18
Plan Review	14107 SE Lee Ave	Partition: 2 lots Z0648-17	Land Use Comments sent. County Expiration Timeline.	7/1/18
Under Construction	Willamette View	Multi-family; Z0656-17	Land Use Comments sent. Engineering Review. North Pointe	7/1/18
Plan Review	14928 SE OATFIELD RD	ZPAC0015-18	Pre-application comments sent. Awaiting land use / subdivision application. Expires Dec. 2018	7/1/18
Pre-Application	16920 SE Berghammer	Partition 3 lots	Partition. Pre-app attended/comments submitted. Clack. Co. expiration timeline.	7/1/18
Plan Review	SE Torbank	(RIVER RD – TROLLEY TR) SIDEWALKS PUBLIC IMPROVEMENTS	Clackamas County Project Number: 22243	7/1/18
Pre-Application	16908 SE Oatfield	3-lot partition	Pre-app. Attended. County expiration timeline.	7/1/18
Pre-Application	14497 SE River Rd.	2-parcel partition	Pre-app. Attended. County expiration timeline.	7/1/18
Pre-Application	2614 SE Tarbell Ave	3-lot partition	Pre-app. Attended. County expiration timeline.	7/1/18
Pre-Application	15601 SE Meadowlark Ln	2-parcel partition	ZPAC0054-18 15601 SE Meadowlark Ln. Pre-app. Attended. County expiration timeline.	7/1/18
Pre-Application	14010 SE Douglas Fir Ct	Partition: duplex and SFD	ZPAC0069-18 Water utility only. Submitted Pre-app comments	7/1/18
Pre-Application	2614 se tarbell Ave	3-lot partition	ZPAC0049-18 Submitted Pre-app Notes	7/1/18
Pre-Application	15303 SE Lee Ave	2-lot partition	OLWSD attended pre-app and provided notes. Expires Jan 2019	7/1/18
Pre-Application	None; south side of SE Maple St. midway between River Rd. and Laurie Ave., Oak Grove area. Legal Description Map 2-1E-11AB, Tax Lot(s) 1100	Subdivision. A 6-7 lot minor subdivision for six home sites and one cell tower site (possible future home site).	OLWSD attended pre-app and provided notes. This proposal was previously approved under Planning File No. Z0298-06-SS, but that approval has expired Expires Jan 2019	7/1/18
Pre-Application	14824 SE Kellogg Ave	Minor Subdivision: two-parcel partition for two home sites / zone change	OLWSD attended pre-app and provided notes. Expires Jan 2019	7/1/18

**OAK LODGE**  
WATER SERVICES  
**AGENDA ITEM**

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**Agenda Item:** Call for Public Comment  
**Item No.:** 8  
**Presenters:** N/A

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**Background:**

Members of the public are invited to address the Board on any relevant topic. The Board may elect to limit the total time available for public comment or for any single speaker depending on meeting length.



## AGENDA ITEM

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**Agenda Item:** Business from the Board  
**Item No.:** 9  
**Presenters:** N/A

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### **Background:**

The Board of Directors appoints District representatives from time to time to serve as liaisons or representatives of the District to committees or community groups.

Directors assigned specific roles as representatives of the District are placed on the agenda to report to the Board on the activities, issues, and policy matters related to their assignment.



June 27,2018

To: Board of Directors, Oak Lodge Water Services District

<sup>K.W.</sup>  
From: Kevin Williams, Director

Re: Jennings Lodge CPO meeting report

1. The first item was a table exercise to identify local transportation projects for a report that CPOs are sending to C4. I am under the assumption that C4 will use the information to request their share of MTIP funds.
2. C.P.O. Chairs have been meeting to prepare a report to the B.C.C. detailing weaknesses or failures in Code Enforcement issues throughout Clackamas County. There were several problems within Jennings Lodge that were named for Karen Bjorkland to take forward.
3. There was only one land review application discussed this month. The eventh Day Adventist church adjacent to the Church of the Nazarene wants to expand one of their buildings. The CPO recommended approval of the application based on two conditions. The construction must meet the setback requirements from Clackamas County and they need to identify adequate parking to meet the increased occupancy.
4. The Jennings Lodge CPO picnic will replace the July meeting on the fourth tuesday of the month, July 24th. The picnic will be held on the grounds of the Nazarene Church at the west end of Jennings Ave.

Karen presented information on the ongoing negotiations with Lenar and the Corps of Engineers on the litigation plan funding. Currently there is 150K in play. Lenar will take the first 15K and use it to make signs commemorating the ERC as it existed. The other 135K could be used to move the Frisen Chapel only if it remains in Jennings Lodge. That is obviously not enough money to move the chapel and refurbish it for use. The money could also be used for an education fund to help preserve what is left after Lenar does their thing.

5. There was an update on the Happy Valley/NCPR&D dissolution efforts. The State has informed H.P. that they used the wrong State Law to attempt their removal. They are still in the Park District and it seems to me that future attempts to leave will be thwarted by the process involved. Their citizens can vote to leave but we also get to vote and outnumber them substantially. I am hopeful we will get some of their SDC money to develop and build Park facilities in our community.

# 6-26-18 Music! & JLCPO Business Meeting Agenda

**Jennings Lodge CPO** <jenningslodgcpo@gmail.com>

To Recording Secretary **Blind copy** socglfr@comcast.net

1 attachment View Open in browser Download

Jennings Lodge...Meeting Agenda.pdf (215.8 KB)

**Please plan to join us this Tuesday, June 26, for music at 6:30 p.m. & the Jennings Lodge meeting at 7 p.m.**

Famed blues harp musician Arthur "Fresh Air" Moore will kick off the evening with a music set (This is part of following through with the ideas people had at the May meeting about pre-mee - things that normally wouldn't be part of the business meeting itself.)

The business meeting cues up at 7 p.m., with questions, actions and updates for you about to our future in Jennings Lodge, including:

- > As transportation project funding is being considered throughout the County, *what transport Jennings Lodge have* that need funding for solutions?
  - > CPOs across the County are looking collectively at what *code enforcement issues* everyone done to help address them. What current code enforcement issues have you encountered in
  - > As the process to address the *adverse impacts to the historic Evangelical property* draws to twist on the use of the mitigation fund money that could impact what mitigation funds, if any a toward preservation or history education in Jennings Lodge (money could be put toward prese not in Jennings Lodge). We'll have a report on that from our JLCPO representatives, and talk
  - > Lots has been going on with *Parks and Happy Valley* that could impact what happens in Jer a report from our JLCPO representative about that, and a preview of possible action you could difference.
  - > There's a Monday meeting related to the *Oak Lodge Public Library*, and we'll have a report representative on the latest developments.
- And there are things to discuss on the July Community Picnic and land use. So far, we just hav application I sent you last weekend (additions to the Seventh-Day Independent Church), but m meeting time.

For the formal agenda, see the attachment. (Sorry, no draft May meeting minutes included - th And look below for a special Wednesday community event!

Looking forward to seeing you Tuesday,  
Karen

Karen Bjorklund, Chair  
**Jennings Lodge Community Planning Organization**

-----  
*Community Event:*

You're invited to the **Boardman Wetland Groundbreaking Celebration of Phase I of the Boardman Wetland Complex**

**Wednesday, June 27, from 5-6 p.m. at 17908 SE Addie St.** Lara Christensen of Oak Lodge Water Services says they have a fun event planned that includes action and refreshments; and they've ordered delicious food for 50-60 people, so she hopes you can come out and eat with them ☺ (her emoji on that). Wear comfortable, closed-toed shoes. For more information, go to [www.oaklodgewater.com/boardman-wetland](http://www.oaklodgewater.com/boardman-wetland) (<http://www.oaklodgewater.com/boardman-wetland>).

Ad Info  
http://www.oaklodgewater.com/boardman-wetland  
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*Draft Jennings Lodge CPO 5.22.18 Regular Meeting Minutes*

Jennings Lodge Community Planning Organization Meeting Minutes

MODERATOR: Karen Bjorklund

DATE: May 22, 2018

RECORDER: Jane Morrison

LOCATION: Church of the Nazarene

Notice for the meeting included press releases to the Clackamas Review newspaper, email notification to all on the JLCPO email list, notices on the Clackamas County CPO webpage and the JLCPO Facebook page, outdoor lawn signs and social network Next Door.

Attendance: 22 People Total. 17 Voting Members Present: Lisa Bentley; Steve Berliner; Karen Bjorklund; Grover Jeffrey Bornefeld; Brian Dirks; Carley Dirks; Virginia Foster; Terry Gibson; Ed Gronke; Tom Humphrys; Marna Moore; Jane Morrison; Linda Neumann; Rita Tolonen; Kay Weaver; Tom Weaver; Kevin Williams.

The meeting was called to order by Jennings Lodge CPO Chair Karen Bjorklund at 7:00 pm.

Introductions: All in attendance introduced themselves.

*Announcement: Please send photos for Facebook page*

JLCPO BUSINESS: Treasurer's Report; April draft meeting minutes approved as written.

FIRST TOPIC: Crime Report, Houselessness, and Neighborhood Livability Project

Sara McClurg, Clackamas County Sheriff's Office Crime Prevention Officer, presented the new Jennings Lodge/Oak Lodge Crime Report, which seeks to illustrate criminal activity with clarity. Top reported: burglaries and stolen vehicles (Honda, 90s Subarus for parts), and surprisingly not mail theft. Often related to substance abuse. McClurg provided tips to prevent theft: lock your car, keep house well lit, garage shut, mid-day crime very common. See something, say something. Use 911 for crime in progress and non-emergency for others. Re: ERC: Encouraged residents to call. She's noticed fence not well cared for and will follow up with property manager.

"Point-In-Time" Study (i.e., the Houselessness count), conducted every January. Found need for resources: mental illness, substance abuse, under employed. Chronically homeless. Lots more resources for veterans and women and children. Lots of people living in cars and RVs. Camping on public roadways is against county code. Still the case that most were close to former house and wanted resources - all ages.

District Attorney Bill Stewart asked about experiences with homeless and was told about campers on property near Boardman Wetlands. He described Community Court, which pushes them to solve issues, while Criminal Court is not useful for this. But he said the County needs to do a better job.

Stewart's job is make the community safer by getting people off the streets. The Neighborhood Livability Project addresses cases of code enforcement + criminal activity. He described a house on Risley as an example: used as flop house, law enforcement actions three-times a week. Used Chronic Nuisance ordinance to stop revolving door of crimes. He gave another example of a house on Cedar. The Neighborhood Livability Project started in Jennings Lodge and Oak Grove. Individuals can say something if they see something, i.e., neighborhood watch.

SECOND TOPIC: Rivers East Village project to develop volunteer corps to assist neighbors

Kay Weaver spoke, representing a group of local residents who have formed Rivers East Village to help people age in place and do so comfortably, with a little help. Connecting the people who need help with those willing to help. Services include shopping, errands, transportation to doctor, help with pets and technology, and light housekeeping, as well as contact with other humans. Then Pat Carter described her friend's experience.

THIRD TOPIC: Lynn Fisher explained the potential changes to the North Clackamas Parks and Recreation District's System Development Charges (SDCs).\*

*Draft Jennings Lodge CPO 5.22.18 Regular Meeting Minutes*

Prior to 2014, North Clackamas Parks District had uniform process and SDCs could be spent in any of the three zones. That changed so that funds must be sent in zone collected. A Steering Committee was formed by the Parks Board, aka the Board of County Commissioners. Hired consultant. Considering two options: uniform (to be spent anywhere) or combined zone rate + district rate. Steering Committee is recommending a single rate. Final meeting on June 18 at Aquatic Park. Then on to the Board of County Commissioners. After some questions and answers, discussion turned to the Happy Valley lawsuit; and later Commissioner Paul Savas mentioned there are three possible parcels for parks under discussion in our zone.

**FOURTH TOPIC: MAP-IT Park Ave project – METRO Grant.**

Metro meeting this morning, with suggestions for the RFP to hire a consultant to carry out the grant and public involvement process. Community applications to participate in selecting consultant available from Terry Gibson.

**FIFTH TOPIC: Community Building**

- Committee reported the name of award: Jennings Lodge Community Preservation Award. Will come back to CPO with recommendation for first recipient at June meeting.
- Ideas brainstormed to build Community during pre-CPO meeting "Social Time"; dots used to make ranking.
- Annual Potluck Picnic will be held on Tuesday July 24. Location TBC. Punky Scott will provide grill. Committee to report back in June regarding any proposed CPO expenses, such as beverages, etc.

**SIXTH TOPIC: Evangelical Retreat Center/Jennings Lodge Estates**

Karen Bjorklund described the ups, downs and stages in the development of the agreement for mitigating the adverse impact of destruction of the historic Evangelical buildings and trees. By the time of the JLCPO May meeting, the Corps of Engineers representative had said that \$ 150,000 was enough mitigation money for the adverse impact. He also had instructed the developer to advertise there would be \$ 50,000-\$ 75,000 available through this process for assisting with relocating and preserving Friesen Chapel, with the remaining \$ 75,000-\$ 100,000 earmarked for a Local History Education Fund. And community representatives were continuing to try to get local community involvement as a part of the agreement.

**SEVENTH TOPIC: Jennings Lodge Land Use Applications**

No new applications.

**COMMUNITY ANNOUNCEMENTS:**

- Terry Gibson introduced Allison Meyer, another Schoolyard Farms board member. They described summer camp for elementary kids and spring fund raising campaign to make food eligible for SNAP (food stamps), and said it's important for this community to support Schoolyard Farms.
- Jim Martin retired from the Oak Lodge Water Services Board. Applications will be available to fill his term.
- Oak Lodge Historic Resources Forum at Rose Villa on June 4 at 6:30 pm.
- Friends of Oak Lodge Public Library, Second Annual Garden Tour, June 9. Tickets available at Library, online at [www.olcla.org](http://www.olcla.org).

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**Glossary:**

\*System Development Charges: one-time fees charged to new development to help pay a portion of the costs associated with building capital facilities to meet needs created by growth.





JENNINGS LODGE CPO  
Picnic Locations

**A) Church of the Nazarene Church – Grassy area under 3 huge trees**

Pros: familiar from our monthly meetings; flat, grassy area under shady trees; no cost; access to bathrooms and kitchen. Plenty of parking

Cons: Tree demolition may be underway across the street at ERC

Cost: \$0

**B) Jennings Lodge Community Church at Jennings Ave and Babler Street, grassy area.**

Pros: site of last two picnics, so also familiar; central location drawing in neighbors who don't normally go to JLCPO meetings; adjacent to community garden; access to bathroom and kitchen.

Cons: If it's hot, there's not much nature shade.

Cost: \$0

**C) Jennings Lodge School**

Pros: iconic symbol of Jennings Lodge and something new for the picnic; flat for those with mobility issues; has covered area for shade and rain protection; lots of parking; central location.

Cons: no access to bathroom or kitchen; Port-a-potty costs \$250 to rent.

Cost: \$250 – if Port-a-Potty is needed

# Safe, Reliable Drinking Water



City of Hillsboro Water Department  
2018 Annual Water Quality Report





## 2018 Annual Water Quality Report

Since 1940, the City of Hillsboro Water Department has provided safe, clean, and high-quality drinking water. Customers can continue to enjoy drinking water that surpasses all federal and state drinking water standards.

The 2018 Water Quality Report is now available online at:

**[Hillsboro-Oregon.gov/WaterQualityReport](http://Hillsboro-Oregon.gov/WaterQualityReport)**

The report details the outstanding quality, value, and reliability of Hillsboro's drinking water, provides 2017 water quality data, and describes measures in place to protect public health.

To request a printed copy of the report:

- Call **503-615-6702**
- E-mail **Lindsay.Wochnik@Hillsboro-Oregon.gov**, or
- Visit the **third floor of the Hillsboro Civic Center** at 150 East Main Street, Hillsboro, OR 97123



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503-615-6702 o visite [Hillsboro-Oregon.gov/WaterQualityReport](http://Hillsboro-Oregon.gov/WaterQualityReport).*

