

# Oak Lodge Water District Office 14496 SE River Road Oak Grove, OR 97267 June 19th, 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. Consent Agenda
  - May 2018 Financial Reports
    - Approval of May 2018 Check Run
  - May 15, 2018 Board Meeting Minutes
- 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.
- 5. Resolution 18-05 to adopt OLWSD FY' 19 Budget, and Resolution 18-06 to adopt FY' 19 Rates, Fees and Other Charges Schedule
- 6. Financial Services Contract
- 7. Capital Asset Management Policy
- 8. Donated Leave Policy
- 9. Resolution 18-07: Amendments to Oak Lodge Water Services District Purchasing Rules

- 10. Technical Services On-Call Contract
- 11. Department Reports
  - Finance
  - Field Operations
  - Plant Operations
  - Technical Services
- 12. Call for Public Comment
- 13. Business from the Board

Adjourn



**Agenda Item:** Call for Public Testimony

Item No.: 2 Presenters: N/A

#### 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.



# MONTHLY FINANCIAL REPORT

**To:** Board Directors

From: Kelly Stacey, Finance Director Agenda Item: April 2018 Financial Reports

**Item No.:** 3

**Date:** June 19, 2018

## **Reports:**

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

Oak Lodge Water Services Monthly Overview May 2018

This report summarized the revenues and expenditures for May 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 \$10,054,644.32 as of May 31, 2018; consisting of \$514,938.99 in checking, and \$9,539,705.33 in the State Local Government Investment Pool (LGIP).

The District's checks, electronic withdrawals and bank drafts for May 2018, total \$ 1,732,589.04.

**Water** sales revenue for the month of May 2018 total \$253,399.39. **Wastewater** sales revenue for the month of May 2018 is \$565,547.95. **Watershed protection** sales revenue for the month of May 2018 is \$115,004.27. Total revenue for services provided for the month of May 2018 totals \$933,951.61.

The % of budget spent is calculated by taking the ending balance and dividing it by the budget. At the end of May that should be around 92%. In the new report from Accela there is a grand total by fund which shows a large percentage. In a perfect budget this would be 100%. It is a deviation measurement of the revenues less the expenses. For example, at the very end of fund 10 – Drinking Water the report shows -\$1,972,600 as the budget, -\$3,079,849.68 as the End Bal and 156.13 as the % of Budget. These numbers represent the revenue minus the expenses. So, a negative number actually signifies that revenues (which are credits in accounting) are greater than expenses. The 156.13% tells us that the revenue to expense difference is actually 156.13% more than budgeted. This number includes the beginning fund balance (which came in higher than budgeted) and all other revenue. A negative % would signify that the expenses were higher, or revenues were lower than the ratio of revenues to expenses budgeted. This could be useful in showing how much our fund balance will change at the end of the year. A higher percentage would signify higher than expected revenue or lower expenditures. A lower percentage would signify lower than expected revenues or overspending in the fund. The current report figure could also be confusing to someone not familiar with the report. They may think we have overspent our budget by 56.13%. I may be able to eliminate this feature from the report in the future if it is not useful.

# Oak Lodge Water Services

Account Balances As of:		
May 31, 2018	Interest Rate	
Account		
Wells Fargo Bank Checking	0.00%	\$507,915.54
Wells Fargo Bank Checking-2046	0.00%	\$7,023.45
LGIP 5289 Water General	2.10%	\$1,949,830.72
LGIP 5790 Sanitary	2.10%	\$2,261,028.59
LGIP 3968 Sanitary GO Bond Debt Svc	2.10%	\$480,633.84
LGIP 3869 Sanitary Debt Svc	2.10%	\$983,525.49
LGIP 5002 Sanitary General	2.10%	\$3,864,686.69
To	otal	\$10,054,644.32

## 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
10	Drinking Water				
10	NonDivisional				
	Beginning Fund Balance				
10-00-3500	Fund balance	-2,600,000.00	0.00	-3,111,670.49	119.68
	Beginning Fund Balance	-2,600,000.00	0.00	-3,111,670.49	119.68
	Revenue				
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
	Revenue	-3,675,000.00	-266,962.30	-3,455,808.14	94.04
	NonDivisional	-6,275,000.00	-266,962.30	-6,567,478.63	104.66
	<b>Drinking Water</b>				
	Personnel Services				
10-20-5110	Regular employees	970,000.00	71,677.48	736,496.55	75.93
10-20-5120	TemporarySeasonal 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
	Personnel Services	1,570,000.00	103,670.69	1,068,871.93	68.08
	Materials & Services				

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	Natual 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
10-20-0900	Materials & Services	1,767,400.00	115,282.36	1,501,673.55	84.97
	maieriais & Services	1,707,400.00	113,282.30	1,301,073.33	04.97
	Capital Outlay				
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 10-20-7600	Vehicles Capital Improvement Projects	0.00 630,000.00	499.61 11,145.00	956.96 665,932.96	0.00 105.70
	Capital Outlay	965,000.00	31,846.81	917,083.47	95.03
	Drinking Water	4,302,400.00	250,799.86	3,487,628.95	81.06
10	Drinking Water	-1,972,600.00	-16,162.44	-3,079,849.68	156.13
20	Wastewater Reclam. NonDivisional				
20-00-3500	Beginning Fund Balance Fund balance	-4,562,000.00	0.00	-5,011,994.08	109.86
	Beginning Fund Balance	-4,562,000.00	0.00	-5,011,994.08	109.86
20-00-4212	Revenue Wastewater charges	-7,830,000.00	-565,547.95	-6,096,465.59	77.86
20-00-4212	Penalties & late charges	-7,830,000.00	-303,347.93	-0,090,403.39	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 20-00-4640	Miscellaneous revenues Proceeds from sale of capital	-66,000.00 -900,000.00	-1,477.50 0.00	-26,890.34 0.00	40.74 0.00
20-00-4040	Revenue	-8,900,000.00	-591,801.94	-6,511,201.89	73.16
	NonDivisional	-13,462,000.00	-591,801.94	-11,523,195.97	85.60
	Wastewater-Plant				
20-21-5110	Personnel Services	1 200 000 00	72,716.05	922,087.85	76.84
20-21-5110	Regular employees TemporarySeasonal employees	1,200,000.00 35,000.00	3,901.97	19,548.54	55.85
20-21-5120	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
	Personnel Services	1,884,500.00	104,672.51	1,288,444.50	68.37
20-21-6110	Materials & Services 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
20-21-6120	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	Natual 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
20 21 0900	Materials & Services	1,222,800.00	102,650.90	1,136,444.28	92.94
		1,222,000.00	102,030.90	1,120,777.20	,2.,,
	Capital Outlay				
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
	Capital Outlay	1,525,000.00	11,551.56	166,026.82	10.89
	Wastewater-Plant	4,632,300.00	218,874.97	2,590,915.60	55.93
	Wastewater-Collections				
20 22 5110	Personnel Services	<b>5</b> 00 000 00		<10 TO TO	24 =-
20-22-5110	Regular employees	700,000.00	54,845.74	642,521.52	91.79
20-22-5120	TemporarySeasonal 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
	Personnel Services	1,133,500.00	77,758.83	893,717.25	78.85
	Materials & Services				
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	Natual 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
	Materials & Services	734,200.00	19,383.01	294,141.74	40.06
	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
20 22 7000	Capital Outlay	0.00	4,892.71	34,461.44	0.00
	Wastewater-Collections	1,867,700.00	102,034.55	1,222,320.43	65.45
20	Wastewater Reclam.	-6,962,000.00	-270,892.42	-7,709,959.94	110.74
30	Watershed Protection NonDivisional				
	Beginning Fund Balance				
30-00-3500	Fund balance	-2,080,000.00	0.00	-2,371,482.30	114.01
	Beginning Fund Balance	-2,080,000.00	0.00	-2,371,482.30	114.01
	Revenue				
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
	Revenue	-2,095,300.00	-119,277.04	-1,186,374.17	56.62
	NonDivisional	-4,175,300.00	-119,277.04	-3,557,856.47	85.21
	Watershed Protection Personnel Services				
30-23-5110	Regular employees	405,000.00	24,306.82	288,705.90	71.29
30-23-5120	TemporarySeasonal 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
	Personnel Services	562,000.00	35,418.54	409,343.87	72.84
20.22.6110	Materials & Services	20,000,00	4 025 22	24 77 6 20	172.00
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	Natual 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
	Materials & Services	350,350.00	26,048.36	208,168.42	59.42
	Capital Outlay				
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
	Capital Outlay	1,921,000.00	3,042.54	120,421.82	6.27
	Watershed Protection	2,833,350.00	64,509.44	737,934.11	26.04
30	Watershed Protection	-1,341,950.00	-54,767.60	-2,819,922.36	210.14



## STAFF REPORT

**To:** Board of Directors

From: Kelly Stacey, Finance Director

Agenda Item: Checks for May 2018

**Item No.:** 3aiv

**Date:** June 19, 2018

#### **Background**

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

#### **Issue**

The District needs formal authorization of March checks numbered 41005 through 41142, which include accounts payable and payroll checks as well as electronic withdrawals totaling \$1,732,589.04. Attached you will find a report showing all checks and electronic withdrawals for May 2018 (0 under check number signifies ACH). There were no voided checks for the month.

#### Recommendations

It is recommended to the Board that checks numbered 41005 through 41142 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 May 2018

Bank Reconciliation Checks by Date User kelly

User: kelly Printed: 06/07/2018 - 9:03AM Cleared and Not Cleared Checks

Print Void Checks

0	5/1/2018	Corporato Trust Sarvisco Wella Forgo Ponk NA	۸Β	1 004 525 00
0	5/3/2018	Corporate Trust Services Wells Fargo Bank, NA	AP PR	1,094,525.00
0		Payroll ACH	PR	3,552.67 64,913.16
0	5/15/2018	Payroll ACH	AP	
0	5/16/2018 5/16/2018	Corporate Trust Services Wells Fargo Bank, NA	AP AP	400.00
0		VALIC c/o JP Morgan Chase		5,660.00
0	5/17/2018	Nationwide Retiremnt Solutions	AP	3,300.00
0	5/17/2018	IRS Dept of The Treasury	AP	78,373.39
0	5/17/2018	Oregon Department Of Revenue	AP	20,704.14
0	5/17/2018	Oregon Dept of Rev-Garn	AP	1,739.17
0	5/31/2018	IRS Dept of The Treasury	AP	27,984.63
0	5/31/2018	Nationwide Retiremnt Solutions	AP	1,525.00
0	5/31/2018	Oregon Dept of Rev-Garn	AP	753.46
0	5/31/2018	Oregon Department Of Revenue	AP	7,865.79
0	5/31/2018	VALIC c/o JP Morgan Chase	AP	2,830.00
0	5/31/2018	Payroll ACH	PR	66,135.76
41005	5/1/2018	First Data Global Leasing	AP	585.95
41006	5/3/2018	J. KYLE MELLINGER	PR	137.34
41007	5/15/2018	JOHN KROGSTAD	PR	2,124.45
41008	5/15/2018	TIMOTHY SEXTON	PR	1,198.07
41009	5/15/2018	CLAY YOHN	PR	655.03
41010	5/16/2018	Accela	AP	19,276.95
41011	5/16/2018	Ace Hardware #11075	AP	138.85
41012	5/16/2018	Answernet	AP	93.00
41013	5/16/2018	Apex Labs	AP	4,010.00
41014	5/16/2018	Apollo Drain & Rooter Service, Inc.	AP	285.00
41015	5/16/2018	Applied Industrial Technologies	AP	550.46
41016	5/16/2018	Bachman Paving Company	AP	3,757.00
41017	5/16/2018	Baxter Auto Parts, Inc.	AP	38.98
41018	5/16/2018	BMS Technologies	AP	4,125.55
41019	5/16/2018	Brown And Caldwell	AP	1,030.84
41020	5/16/2018	Cable Huston Benedict Et Al	AP	5,127.62
41021	5/16/2018	Carlson Roofing Company Inc.	AP	1,877.00
41022	5/16/2018	City Of Gladstone	AP	80.33
41023	5/16/2018	City Of Milwaukie	AP	1,374.68
41024	5/16/2018	Clackamas County	AP	2,523.35
41025	5/16/2018	Clackamas County Sheriff	AP	559.89
41026	5/16/2018	Comcast Cable	AP	419.37
41027	5/16/2018	Consolidated Supply Co.	AP	16,133.04
41028	5/16/2018	CTX-Xerox	AP	759.01
41029	5/16/2018	Cues, Inc	ΑP	205.12
41030	5/16/2018	D&H Flagging Inc.	AP	160.00
41031	5/16/2018	Daily Journal Of Commerce	AP	133.40
41032	5/16/2018	Ed's Mower & Saw Shoppe	AP	22.95
41033	5/16/2018	Law Office of Eileen Eakins, LLC	AP	1,012.00
41034	5/16/2018	Express Employment	AP	1,608.75
41035	5/16/2018	Ferguson Waterworks	AP	378.86
41033	5/16/2018	Nancy Gibson	AP	300.00
41030	5/16/2018	Hach	AP	1,571.78
			AP AP	
41038	5/16/2018	J. Thayer Company	AP AP	1,005.04
41039	5/16/2018	League Of Oregon Cities		160.00
41040	5/16/2018	Lord & Associates, Inc.	AP	1,322.00

44044	= 11010010			400.00
41041	5/16/2018	Metro Overhead Door	AP	120.00
41042	5/16/2018	Mr. Rooter	AP	444.66
41043	5/16/2018	Napa Auto Parts - Store #07078	AP	163.10
41044	5/16/2018	NCCWC	AP	69,338.78
41045	5/16/2018	Net Assets Corporation	AP	446.00
41046	5/16/2018	Northstar Chemical, Inc.	AP	580.00
41047	5/16/2018	Northwest Natural	AP	222.90
41048	5/16/2018	NW Pump & Equipment Co	AP	317.50
41049	5/16/2018	Olson Bros. Service, Inc.	AP	1,562.71
41050	5/16/2018	One Call Concepts, Inc.	AP	327.36
41051	5/16/2018	Oregon Health Authority	AP	125.00
41052	5/16/2018	Owen Equipment	AP	330.48
41053	5/16/2018	Pamplin Media Group	AP	56.30
41054	5/16/2018	Pape Machinery	AP	178.77
41055	5/16/2018	Platt	AP	208.32
41056	5/16/2018	Portland Engineering Inc	AP	120.00
41057	5/16/2018	Portland General Electric	AP	5,165.68
41058	5/16/2018	The PPI Group	AP AP	844.99
41059	5/16/2018	Precision Locksmith Service		280.75
41060	5/16/2018	Providence Occupational Health	AP	95.00 977.67
41061 41062	5/16/2018	Relay Resources	AP	
	5/16/2018 5/16/2018	River Road Garage	AP AP	47.95
41063		Robert Lloyd Sheet Metal	AP AP	2,440.00 71.91
41064	5/16/2018	Kelly Stacey	AP	
41065	5/16/2018	Top Industrial Supply	AP	475.23
41066 41067	5/16/2018 5/16/2018	Unifirst Corporation	AP	793.43 494.91
41067	5/16/2018	United Rentals Northwest, Inc. US Bank Equipment Finance	AP	220.00
41069	5/16/2018	Verizon Wireless	AP	2,233.51
41009	5/16/2018		AP	
41070	5/16/2018	Waste Management Of Oregon Water Environment Services	AP	3,860.16 139.05
41071	5/16/2018		AP	11,145.00
41072	5/16/2018	Water Systems Consulting, Inc. Loyd J Webert	AP	2,309.00
41073	5/16/2018	Xerox Corporation	AP	2,309.00
41074	5/17/2018	AFLAC	AP	1,256.94
41075	5/17/2018	AFSCME Council 75	AP	1,464.84
41070	5/17/2018	Clackamas Comm. Federal CU	AP	270.00
41077	5/17/2018	GARCIA GROUP	AP	155.72
41079	5/17/2018	Kaiser Permanente	AP	25,985.74
41079	5/17/2018	SDIS	AP	4,074.76
41081	5/31/2018	JOHN KROGSTAD	PR	2,121.96
41082	5/31/2018	TIMOTHY SEXTON	PR	1,148.18
41083	5/31/2018	CLAY YOHN	PR	814.09
41084	5/31/2018	Accela	AP	8,978.43
41085	5/31/2018	Ace Hardware #11075	AP	55.43
41086	5/31/2018	AFLAC	AP	628.47
41087	5/31/2018	AFSCME Council 75	AP	730.76
41088	5/31/2018	Alexin Analytical Laboratories	AP	1,733.00
41089	5/31/2018	American Backflow Services	AP	584.35
41090	5/31/2018	Answernet	AP	186.92
41091	5/31/2018	JARED BAIN	AP	107.56
41092	5/31/2018	Baxter Auto Parts, Inc.	AP	21.33
41093	5/31/2018	BTL NW	AP	155.80
41094	5/31/2018	Bullard Law	AP	79,315.30
41095	5/31/2018	Century Link	AP	777.20
41096	5/31/2018	Cintas Corporation	AP	532.58
41097	5/31/2018	Cintas Corporation - 463	AP	83.65
41098	5/31/2018	Clackamas Comm. Federal CU	AP	135.00
5 5 5	5,0 = 0 10	23a20 22 7 343.4. 20	- "	.00.00

41099	5/31/2018	Clackamas Landscana	AP	532.00
411099	5/31/2018	Clackamas Landscape Coastal Farm & Home Supply	AP	598.09
41100	5/31/2018		AP	978.72
41101		Contractor Supply	AP	
41102	5/31/2018	Convergence Networks	AP	1,513.55
	5/31/2018	Craig Blackman Trucking		7,632.26
41104	5/31/2018	LARRY CROW	AP	11.85
41105	5/31/2018	D&H Flagging Inc.	AP	400.00
41106	5/31/2018	Daily Journal Of Commerce	AP	175.50
41107	5/31/2018	Ed's Mower & Saw Shoppe	AP	48.00
41108	5/31/2018	Express Employment	AP	900.00
41109	5/31/2018	Fox Erosion Control & Landscape Inc.	AP	850.00
41110	5/31/2018	Hach	AP	7,536.00
41111	5/31/2018	Housing Authority of Clackamas Co	AP	206.48
41112	5/31/2018	Innovyze Inc.	AP	1,000.00
41113	5/31/2018	Lord & Associates, Inc.	AP	430.50
41114	5/31/2018	McFarlane's Bark, Inc.	AP	5.00
41115	5/31/2018	Metro Overhead Door	AP	278.00
41116	5/31/2018	Napa Auto Parts - Store #07078	AP	71.18
41117	5/31/2018	Northwest Natural	AP	274.23
41118	5/31/2018	Olson Bros. Service, Inc.	AP	2,834.02
41119	5/31/2018	Oregon Backflow Testing, LLC	AP	180.00
41120	5/31/2018	Oregon Deq	AP	160.00
41121	5/31/2018	Oregonian Publishing Company	AP	68.80
41122	5/31/2018	Portland General Electric	AP	103.18
41123	5/31/2018	Portland State University	AP	200.00
41124	5/31/2018	Ricoh Americas Corporation	AP	316.12
41125	5/31/2018	River Road Garage	AP	412.68
41126	5/31/2018	ROSE VILLA	AP	465.29
41127	5/31/2018	ROSE VILLA	AP	69.52
41128	5/31/2018	ROSE VILLA	AP	16.35
41129	5/31/2018	ROSE VILLA	AP	67.48
41130	5/31/2018	ROSE VILLA	AP	114.50
41131	5/31/2018	ROSE VILLA	AP	143.09
41132	5/31/2018	ROSE VILLA	AP	46.04
41133	5/31/2018	Schoolyard Farms	AP	4,025.00
41134	5/31/2018	Six Robblees' Inc	AP	361.68
41135	5/31/2018	Traver's Cleaning Service Inc.	AP	340.00
41136	5/31/2018	Tyler Technologies, Inc.	AP	780.00
41137	5/31/2018	Unifirst Corporation	AP	364.49
41138	5/31/2018	United Rentals Northwest, Inc.	AP	1,647.13
41139	5/31/2018	Verizon Wireless	AP	1,062.33
41140	5/31/2018	West Coast Wire Rope	AP	1,339.30
41141	5/31/2018	Wilcox & Flegel	AP	1,247.80
41142	5/31/2018	WW Machine Shop Inc	AP	300.00
11174	3/01/2010	Madrinio eriop ino	Total Valid Check Count:	218
			Total Valid Check Amount:	1,732,589.04
DD Chaa	ka by Data (6/7/	2019 0.02 AM)	Total Valid Official Afficialit.	1,702,000.04

BR-Checks by Date (6/7/2018 - 9:03 AM)

Page 1



## STAFF REPORT

**To:** Board of Directors **From:** Sarah Jo Chaplen

**Agenda Item:** Repeal of Resolution 2008-9 of 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.

Item No.: 4

**Date:** June 19, 2018

#### **Action Requested**

That the Board approve Resolution No. 18-04 which both repeals Resolution 2008-9 of the Oak Lodge Water District establishing System Development Charges (SDC) for the Water System and reestablishes System Development Charges for the Water System, changing the effective date for rate changes to July 1 every year as part of the adopted budget.

#### **Background**

Every year at Oak Lodge Water Services District, as part of the adopted budget a resolution is adopted for the Rates, Fees and Other Charges Schedule. Currently, the Water Department's SDC rate increases are adopted in January of every year. In order to adjust the adoption cadence, it is first necessary to repeal the original Oak Lodge Water District's adopting resolution. The next step is adoption of a new resolution by the Oak Lodge Water Services District Board which reinstates the original adopted SDC methodology with changes in the effective date for rate changes, and amendments in the timing of the data used in the index upon which the changes are based.

#### **Suggested Board Motion**

"I move 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."

#### **Attachments**

1. Resolution 18-04

# BEFORE THE BOARD OF DIRECTORS OF OAK LODGE WATER SERVICES DISTRICT

In the Matter of modifying the District's Purchasing Rules

**RESOLUTION NO. 18-04** 

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 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.

WHEREAS, the Oak Lodge Water District adopted an updated Master Plan in Resolution 2008-5 which established a revised capital improvement program; and

WHEREAS, Red Oak Consulting completed a methodology based on the capital improvement program for calculating revised system development charges (SDC's);

WHEREAS, the methodology used to establish the reimbursement fee considered the cost of then existing facilities, prior contributions by then existing users, the value of unused capacity, rate making principles employed to finance publicly owned capital improvements and other relevant factors identified by the Board. The methodology promotes the objective that future users shall contribute no more than an equitable share of the cost of then existing facilities;

WHEREAS, the methodology is based on one equivalent dwelling unit (EDU) using 423.5 gallons of water per EDU, and

The following System Development Charges adopted at the time were:

Meter Size	Weighting Factor	System	Development
		(	Charge
5/8 x <sup>3</sup> / <sub>4</sub>	1	\$	3,311
3/4	1.5	\$	4,967
1	2.5	\$	8,278
1 ½	5	\$	16,555
2	8	\$	26,488
3	16	\$	52,976
4	25	\$	82,775
6	50	\$	165,550

WHEREAS,

the Oak Lodge Water District decided to change the SDC's each year on January 1<sup>st</sup>, starting on January 1, 2010 by changes in the cost of construction. The change in the cost of construction shall be determined by multiplying the SDC's by the Engineering News Record Construction Cost Index for the Seattle area for December prior to the year of the increase;

WHEREAS,

the Oak Lodge Water District adopted the Amended System Development Charges on the 18<sup>th</sup> day of November 2008 via Resolution 2008-9, and

WHEREAS,

it is now the desire of the Oak Lodge Water Services District to move the annual change on the water SDC from January 1 every year to July 1 as part of the annual budget process with the annual adoption of the Rates, Fees and Other Charges Schedule.

Be it Resolved,

the Board of Directors of the Oak Lodge Water Services District ("District Board") repeals Resolution 2008-09, a Resolution of the Oak Lodge Water District Board of Directors Amending Resolution 2004-1 and Establishing System Development Charges for the Water System and Declaring an Effective Date;

Be it

further Resolved,

the District Board hereby reestablishes the District's System Development Charge methodology as originally set forth in Resolution 2008-09 and shall revise the amount of the SDC's each year on July 1<sup>st</sup>, starting on July 1, 2018 as part of the annual budget process with the annual adoption of the Rates, Fees and Other Charges Schedule. The change in the cost of construction shall be determined by multiplying the SDC's by the Engineering News Record Construction Cost Index for the Seattle area for May prior to the rate change; and

Be it

further Resolved,

the District's current SDC dollar amounts as established in Oak Lodge Water Services District Resolution 2016-11, effective January 1, 2017, and which are based on the methodology established in Resolution 2008-9, shall remain in effect unless and until revised pursuant to this Resolution 2018-04.

ADOPTED this 19th day of June 2018.

#### OAK LODGE WATER SERVICES DISTRICT

By:		
,	Nancy Gibson, Board President	
By:		
<i>J</i>	Susan Keil, Secretary	



## STAFF REPORT

**To:** Board of Directors

From: Kelly Stacey, Finance Director

Agenda Item: Adopt OLWSD FY '19 Budget and FY '19 Rates, Fees and Other

Charges Schedule

Item No.: 5

**Date:** June 19, 2018

#### **Background**

Oregon Revised Statutes (ORS), Chapter 294, requires the District to develop and adopt a budget on an annual or biennial basis. ORS Chapter 294 prescribes the requirements for budget development and adoption including Budget Officer, Budget Committee, budget process, publication and notice requirements, and budget adoption.

The Oak Lodge Water Services Budget Committee met in March and April to discuss the FY 2018/2019 proposed budget. The Budget Committee unanimously approved the budget as proposed on April 10, 2018.

#### **Issue**

The District's 2018/2019 approved budget needs to be adopted and funds appropriated.

#### Recommendations

It is recommended the Board:

- 1. Approve Resolution No. 18-05 adopting the 2017-2018 Budget
- 2. Make budgetary appropriations for Fiscal Year 2017-2018
- 3. Approve Rates, Fees, and Other Charges for Fiscal Year 2018-2019 through Resolution No. 18-06.

#### **Facts and Findings**

The Board can make changes to the approved budget. The Board can reduce the budget by any amount or increase it by a maximum of 10% or \$5,000 (whichever is greater) in any fund without reconvening the budget committee. If they choose to change the budget, an amended budget summary must be published, and another budget hearing held.

Public Hearing conducted by the President of the Board of Directors

After the Public Hearing has concluded:

## **Suggested Motions**

#### ADOPTING THE BUDGET

"I move to adopt the amounts as stated in Resolution 18-05 for fiscal year beginning July 1, 2017 and appropriate the funds in the amount of \$45,236,543."

#### **MAKING APPRORIATIONS**

"I move to adopt the amounts as stated in Resolution 18-05 for fiscal year beginning July 1, 2017 and appropriate the funds as outlined."

#### **ADOPTING RATES**

"I move to adopt Resolution No. 18-06 adopting fiscal year 2019 rates, fees and other charges."

#### **Attachments**

- 1. Resolution No. 18-05
- 2. Resolution No. 18-06
- 3. Fee Schedule

#### OAK LODGE WATER SERVICES DISTRICT

#### In the Matter of Adopting the FY 2019 Budget

**RESOLUTION NO. 18-05** 

THIS MATTER came before the Board of Directors of Oak Lodge Water Services District, a Special district organized under Oregon Revised Statutes Chapter 450, regarding the making of budgetary appropriations for Fiscal Year 2019 for the necessary and proper operations of the District.

BE IT RESOLVED that the Board of Directors for the Oak Lodge Water Services hereby adopts the Budget approved by the Budget Committee in the amount of \$45,236,543, and appropriates the following amounts, for the purposes as shown below, for the fiscal year beginning July 1, 2018:

#### **MAKING APPROPRIATIONS**

BE IT RESOLVED that the amounts for the fiscal year beginning <u>July 1, 2018</u> and for the purposes shown below are hereby appropriated:

Drinking Water Fund Personal Services Material & Services Capital Outlay Debt Service Transfers		\$ \$ \$ \$	1,606,800 1,984,200 - - 2,700,000		
Contingency	Total	\$	588,270	\$	6,879,270
Reserve For Future	Total	\$	-	Ψ	0,073,270
Waste Water Reclamation					
Personal Services		\$	2,690,300		
Material & Services		\$	1,837,500		
Capital Outlay		\$	-		
Debt Service		\$	-		
Transfers		\$	8,303,935		
Contingency		\$	752,368		
•	Total			\$	13,584,103
Reserve For Future		\$	-		
Watershed Protection					
Personal Services		\$	668,500		
Material & Services		\$	396,100		
Capital Outlay		\$	-		
Debt Service		\$	-		
Transfers		\$	3,600,000		
Contingency		\$	246,371		
	Total			\$	4,910,971
Reserve For Future		\$	-		

Wastewater GO Debt Service						
Debt Service		\$	1,819,497			
Reserve For Future	Total	\$	644,112	\$	1,819,497	
Wastewater Revenue Bond Debt Serv	<u>/ice</u>					
Debt Service		\$	1,626,767			
Reserve For Future	Total	\$	1,354,323	\$	1,626,767	
Drinking Water Capital Fund						
Capital Outlay		\$	1,704,000			
Transfers		\$	-			
Contingency		\$	500,000			
,	Total			\$	2,204,000	
Reserve For Future		\$	1,801,000			
Westewater Paglamation Capital Fun	٨					
Wastewater Reclamation Capital Fund	<u>u</u>	φ	2 224 000			
Capital Outlay Transfers		\$	3,321,000			
		\$ \$	-			
Contingency	Total	Ъ	500,000	\$	3,821,000	
Reserve For Future	Total	\$	2,686,500	Ψ	3,021,000	
Watershed Protection Capital Fund						
Capital Outlay		\$	2,001,000			
Transfers		\$				
Contingency		\$	500,000			
Contangency	Total	Ψ	000,000	\$	2,501,000	
Reserve For Future	rotar	\$	1,404,000	Ψ	2,001,000	
Tot	al Appr	opri	ations ( All Funds)	)		\$ 37,346,608
Total Unappropriated and	Reserv	e An	nounts (All Funds)	١		\$ 7,889,935
		Tota	al Adopted Budget			\$ 45,236,543
INTRODUCED A	AND AD	ОРТ	ED THIS 19th DA	Y OF	JUNE 2018	
		OAŁ	CLODGE WATER	SERV	ICES DISTR	RICT
		By_				
			Nancy	Gibso	on, President	
		$\mathbf{R}_{\mathbf{V}}$				

Susan Keil, Secretary

#### OAK LODGE WATER SERVICES DISTRICT

In the Matter of Adopting Rates, Fees, and Other Charges Relating to the Oak Lodge Water Services: Declaring Effective Date, and Other Matters Relating Thereto.

**RESOLUTION NO. 18-06** 

WHEREAS, the Board of Directors establishes and adopts rate, fees and other charges regarding use of the District's sanitary sewer system, surface water management, surface water management, drinking water distribution and for services provide by the District; and

WHEREAS, the board of Directors finds that it is useful to adopt rates, fees and other charges by a singe resolution so that the public and Staff have the applicable charges readily available to advise users of the District's systems as to such charges; and

WHEREAS, the Board of Director now wishes to restate and adopt rates, fees and charges for the fiscal year commencing July 1, 2017 and being fully advised,

BE IT RESOLVED by the Board of Directors of Oak Lodge Water Services:

**Section 1.** The rates, fees and charges set forth on Exhibit 1, attached hereto and incorporated by reference, are adopted by this Resolution effective 12:01 A.M. on July 1, 2018. All rates, fees and charges set forth on Exhibit 1 shall continue in full force and effect until further action of the Board.

**Section 2.** Staff shall maintain a copy of this Resolution in the District's administrative offices for public reference.

#### INTRODUCED AND ADOPTED THIS 19th DAY OF JUNE 2018

OAK LODGE WATER SERVICES DISTRICT

Ву	
	Nancy Gibson, President
Ву	
	Susan Keil, Secretary



# RATES, FEES, AND OTHER CHARGES SCHEDULE

Effective July 1, 2018

## A. Service Charges

4	***		•
	W/ater	Car	VICA
1.	Water	$\mathcal{L}$	VICC

	D 1			•
9	Reside	ntıal.	<b>S</b> @1	TVICE
а.	IXCSIU	Jiitiai	$\mathcal{L}$	VICC

i. Rate per one-hundred cubic feet of water (CCF) per billing cycle	Usage Bracket	t	Rate
Block 1 (Life Line)	1-10 CCF	\$	1.12
Block 2 (Main)	11-50 CCF	\$	1.51
Block 3 (Conservation)	51 CCF and Up	\$	1.78
ii. Fixed rate per meter size per month	<b>Meter Size</b>		Rate
(20 GPN	<i>M</i> ) 5/8" x 3/4"	\$	17.00
(30 GPM	Δ) Full 3/Δ"	\$	25.50

b. Large Residential, Commercial, and Industrial Service

Large Residential, Commercial, and industrial service			
i. Rate per one-hundred cubic feet of water (CCF) per month	<b>Usage Brack</b>	et	Rate
All Service	0 CCF and U	p \$	1.58
ixed rate per meter size per month  Meter Size			Rate
	1"	\$	29.92
	1-1/2"	\$	51.55
	2"	\$	76.32
	3"	\$	144.37
	4"	\$	226.88
	6"	\$	433.13
	8"	\$	701.24
	10"	Φ	080 07

#### c. Fire Line Service

•	T 1				•		. 1
1.	Fixed	rate r	er	meter	S1Ze	per	month

Meter Size	Rate
3/4"	\$ 17.00
1"	\$ 23.71
1-1/2"	\$ 34.01
2"	\$ 47.41
3"	\$ 81.48
4"	\$ 123.76
6"	\$ 230.96
8"	\$ 350.62
10"	\$ 503.24

#### **Service Charges (Continued)**

2. Wastewater Collection and Treatment	
a. Fixed rate per Equivalent Dwelling Unit (EDU) per month:	\$ 38.04
b. Rate per average bi-monthly winter non-irrigation season CCF per month:	\$ 2.19
3. Watershed Protection	
a. Fixed rate per Equivalent Service Unit (ESU) per month:	\$ 9.10
b. Stormwater Facility Maintenance Surcharge per ESU per month:	\$ 4.55
4. Interest Penalty on Delinquent Utility Billing Service Charges:	12.00%/APR
5. Courtesy Billing Service Agreements (CBSA) – Account Setup Processing Fee	\$ 0.00
6. Returned Financial Instrument (NSF Check):	\$ 25.00
7. Certification Fee:	\$ 50.00
8. Water Service Shut-Off Red Tag Notification Fee	\$ 7.00
9. Water Service Shut-Off Fee – (for non-payment of services)	\$ 25.00
10. Title Inquiry Search Fee:	\$ 25.00
11. Records Requests or Document Copy Fee	
a. De minimis public records requests - Materials Cost Per Page Copied	\$ 0.10
b. Non de minimis public records requests	
i. Archive Retrieval Fees	
Charge per Trip	\$ <b>75.00</b>
Charge per Box	\$ 3.31
ii. Materials Cost Per Page Copied	\$ 0.10
iii. Labor Rate Per Hour	Varies
Fats, Oils, Grease Program Fees	

#### rats, ons, orease ringram rees

B.

1. Wastewater Collection System Line Maintenance Fees:

a.	Labor Rate Per Hour (Includes Material and Services Overhead Per Hour)	\$ 94.84
b.	Utility Truck	\$ 30.00
c.	Hydrocleaner Rate Per Truck Per Hour	\$ 85.00
d.	Vactor Rate Per Truck Per Hour	\$ 120.00
e.	CCTV Van Rate Per Truck Per Hour	\$ 200.00

## C. Industrial Wastewater Pretreatment Program Fees

Wastewater Discharge Permit Application and Review Fee	\$1,500.00 upon issuance, and upon
	each anniversary of permit issuance
	date
Significant Industrial User Fee (DEQ Pass through)	\$537.00 upon issuance and upon each
	anniversary of permit issuance date
Monitoring and Inspection Fee	\$150.00 + laboratory costs
Accidental Discharge Fee	\$850.00
Industrial Pretreatment Permit Appeal Fee	\$2,000.00

#### D. Development Review Fees

(Including Water Distribution, Wastewater Collection/Treatment, and Watershed Protection)

- 1. Utility Connection Design Review for Single Family Residential (each connection): \$ 200.00
- 2. Site Development Plan Review for Lot Partitions, Subdivisions, and Design Review for Commercial, Multifamily, and Industrial Projects:

\$955.50 Minimum, or 2.5% of Engineer's Estimate for Cost of Public Infrastructure including all installation costs for line extensions, or \$200 per assessed EDU, whichever is greater.

3. Post-Approval Plan Review and/or Design Review (i.e. Modifications to Approved Plans)

\$955.50 Minimum, or 2.5% of Engineer's Estimate for Cost of Public Infrastructure including all installation costs for line extensions, or \$200 per assessed EDU, whichever is greater.

- 4. Site Development Permit Storm Sewer Plan Review Fee
  - a. Projects that add Public or Private Infrastructure outside of the Right-of-Way

\$400.00 Minimum, or 2.5% of Engineer's Estimate for Cost of Water Quality and/or Detention Private and/or Public Infrastructure including all installation costs for line extensions, or \$200 per assessed ESU, whichever is greater.

5. Erosion Prevention and Sediment Control Plan Review Fee (most applicable to Utility Connection Permits, but not limited to)

- a. Projects less than one acre in size and less than one acre lot area \$ 200.00
- b. 1200 CN (lots or projects with disturbance areas greater than one acre in size or areas less than 5 acres of disturbance)

Minimum Base Fee for 1 Acre \$ 460.00

Additional Fee Per Acre or Fraction of an Acre in Excess of 1<sup>st</sup> Acre \$ 80.00/acre (fractions of an acre count as a full acre)

#### E. Inspection Fees

(Including Water Distribution, Wastewater Collection/Treatment, and Watershed Protection)

a. Utility Connection Inspection for Projects that do not add Public Infrastructure – laterals only (each connection such as a partition without a sewer line extensions)

(Two initial inspections and one final inspection):	\$ 299.15
Excess Inspection Fee Rate per Hour:	\$ 132.95
(Minimum 2 Hour Charge):	\$ 265.91
Excess Inspection Fee Rate per Hour (After Hours):	\$ 164.08
(Minimum 2 Hour Charge):	\$ 328.16
Deposit Required	\$ 514.91

# F. System Development Charges (SDCs)

- a. Watershed Protection SDC for each Equivalent Service Unit (ESU):
- b. Wastewater SDC for each Equivalent Dwelling Unit (EDU):
- c. Water Distribution SDC for each Water Meter

\$ 5,165.00 See Table Below.

0.00

		EFFE	CTIVE	7-1-2018					
AD	VANCE DE	POSIT	INF	ORMA	TIC	DΝ	2018		
7,5						4			
SIZE	NUMBER			SERVICE			SYSTEM		
OF METER	OF UNITS	GPM		STALLATION		DE	VELOPMENT		TOTAL
REQUIRED*	TO BE SERVED*	NEEDED		CHARGE			CHARGE		DEPOSIT
=======================================			== ===	=======		===	=======	==:	========
5/8 x 3/4"	1	20	\$	895.00	***1	\$	4,120.00	\$	5,015.00
5/8 x 3/4"	1	20	\$	450.00	***2	\$	4,120.00	\$	4,570.00
5/8 x 3/4"	1	20	\$	225.00	***3	\$	4,120.00	\$	4,345.00
Full 3/4"	1	30	\$	930.00	***	\$	6,180.00	\$	7,110.00
1"	2-6	50	\$	1,200.00	**	\$	10,305.00	\$	11,505.00
1-1/2"	7-15	100	\$	1,800.00	**	\$	20,610.00	\$	22,410.00
2"	16-21	160	\$	2,000.00	**	\$	32,970.00	\$	34,970.00
3"	22-33	320	\$	6,000.00	**	\$	65,945.00	\$	71,945.00
4"	34-65	500	\$	7,000.00	**	\$	103,040.00	\$	110,040.00
6"	66-130	1000	\$	11,000.00	**	\$	206,080.00	\$	217,080.00
8"	131-240	1600	\$	14,000.00	**	\$	329,725.00	\$	343,725.00
10"	241-	2300	\$	15,500.00	**	\$	473,980.00		489,480.00
per minute req **Deposit Only - v	quired is determined juired by the proper will be billed at actu 5/8 x 3/4. & Full 3/4	ty.	f living	w but not les			charge.		
per minute req **Deposit Only - v	uired by the propert will be billed at actu 5/8 x 3/4. & Full 3/4	ty.		units or the				<b></b> :	
per minute req **Deposit Only - v	uired by the propert will be billed at actu 5/8 x 3/4. & Full 3/4	ty. al cost.		units or the	gallon	===		 ] 	
per minute req **Deposit Only - v	uired by the propert will be billed at actu 5/8 x 3/4. & Full 3/4	ty. al cost.		units or the	gallon	===	RANTS		
per minute req **Deposit Only - v	uired by the propert will be billed at actu 5/8 x 3/4. & Full 3/4	ty. al cost.		ATION	gallon ==== H	=== YD		==- ] ==-	
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per minute req **Deposit Only - v ***Fixed Fee for 5	uired by the propert will be billed at actu 5/8 x 3/4. & Full 3/4 O SERVICES	ty. al cost. THER INF	ORM.	ATION	==== H EPOS	=== YD	 RANTS		2,500 1,500
per minute req **Deposit Only - v ***Fixed Fee for 5 DEPOSIT: 3/4" (only)	uired by the propert will be billed at actu 5/8 x 3/4. & Full 3/4	ty. al cost. THER INF  See Chart Abo	== === FORM. == == === 25 3- 25 3- Vve U	ATION  D.Port Hydrant	==== H EPOS	=== YD	 RANTS		
per minute req  **Deposit Only - v  ***Fixed Fee for 5   DEPOSIT:  3/4" (only)  1" to 10"	uired by the propert will be billed at actu 5/8 x 3/4. & Full 3/4	ty. al cost. THER INF  See Chart Abo	25 3- 200 H;	ATION  Port Hydrant	ereceptors in the second secon	YD	 RANTS		1,500 50
per minute req  **Deposit Only - v  ***Fixed Fee for 5   DEPOSIT: 3/4" (only) 1" to 10"  Relocate Service	uired by the propert will be billed at actu s/8 x 3/4. & Full 3/4 O SERVICES	ty. al cost. THER INF  See Chart Abo	25 3- Ul H	ATION  Port Hydrant pgrade:	e=== H EPOS : ::	==== YD	RANTS	\$ \$ \$	1,500
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per minute req  **Deposit Only - v  ***Fixed Fee for 5	etes all work :  be by contractor :  contra	\$ 25 See Chart Abo \$ 50 \$ 44 \$ 65	25 3- vve U 00 H 00 H 70	D.Port Hydrant pgrade: ydrant Permitydrant Wrencydrant Hoses	EPOS : : Depos :h, Hos	YD	RANTS ON HYDRANT	\$ \$ \$ \$	1,500 50 500 400 50 (Each)
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per minute req  **Deposit Only - v  ***Fixed Fee for 5	etes all work :  ye by contractor : by contractor : be paid by Builder\O  art of Services, No S R 3/4 (SDC Only) X (12X14):	\$ 25 See Chart Abo \$ 56 \$ 44 \$ 66 wher.	25 3- vve U 00 H 00 H 70	D.Port Hydrant pgrade: ydrant Permitydrant Wrencydrant Hoses	EPOS : : Depos :h, Hos	YD	RANTS ON HYDRANT	\$ \$ \$ \$	1,500 50 500 400 50 (Each)
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## STAFF REPORT

**To:** Board of Directors

From: Kelly Stacey, Finance Director

**Agenda Item:** Financial Services Contract Recommendation

Item No.: 6

**Date:** June 19, 2018

#### **Background**

To develop a sound foundation for the future of Oak Lodge Water Services in a timely manner we are in need of the expertise and resources of a financial services consultant.

A consultant can help in many areas of need:

- 1. They can provide a risk assessment to lead the development of policies and procedures in various aspects of Oak Lodge Water Services including financial, technical, and operational.
- 2. They can help write sound financial policies. Financial policies are central to a strategic, long-term approach to financial management.
- 3. They can help complete the conversion and reconciliation of data to the Accela (Springbrook) Financial Software that needs to be completed before OLWS can complete their annual financial audit.

Oak Lodge Water Services has limited staff time available to complete the above processes in a reasonable period of time. As we approach the half-way mark of the 2<sup>nd</sup> year of consolidation we find these, and other tasks are still waiting to be completed. With that the Finance Director began the Request for Proposals (RFP) process to search for a financial services or audit firm to help us.

In the process of writing the RFP for Financial Services, it was discovered that an Internal Audit Contract having a similar scope of work was available to "piggy back" on in the Oregon Procurement Network. Contract DASPS-2728-17 with PlanB Consultancy, Inc provides the services that Oak Lodge Water Services District needs.

#### Recommendations

Respectfully request the Board approve the Finance Director to sign a contract with the PlanB Consultancy for financial services as described in the scope of work included in the attached contract, and to negotiate individual tasks on an as-needed basis not to exceed \$150,000 total.

#### **Suggested Motion**

"I move 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."

#### **Attachments**

1. Contract

#### FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement ("Agreement") is between **OAK LODGE WATER SERVICES DISTRICT** (the "District") and **PlanB Consultancy, Inc.** ("Contractor"). The District and Contractor are herein referred to individually as a "Party" and collectively as the "Parties."

#### **RECITALS**

District is a consolidated water and sanitary special district organized under ORS Chapters 264 and 450. District wishes to contract with a qualified contractor to provide financial services. Contractor desires to provide financial services to the District for the term of this Agreement. Contractor has unique experience, abilities, and services and is qualified to perform these services and therefore the Parties agree as follows:

#### **AGREEMENT**

I. Effective Date and Duration

This Agreement is effective when executed by the Parties ("Effective Date"). Unless terminated as set forth in this Section I or Section VIII, this Agreement shall continue until October 31, 2019 ("Initial Term"). Following the Initial Term, and subject to the availability of funds budgeted by the District's governing body, this Agreement may be extended for an additional term or terms, not to exceed three total years, upon mutual agreement in writing by the Parties. If no such extension exists, the Agreement shall terminate at the end of the Initial Term.

- II. Contractor is Independent Contractor
  - A. Contractor shall perform the work required by this Agreement as an independent contractor. Specifications and changes to the work must be mutually agreed upon in writing. Although the District reserves the right to: (i) specify the desired work product; (ii) determine the delivery schedule for the work to be performed; and (iii) evaluate the quality of the completed performance, the District cannot and will not control the means or manner of Contractor's performance. Contractor is solely responsible for determining the appropriate means and manner of performing the work.
  - B. Contractor will be responsible for any federal or state taxes applicable to any compensation or payment paid to Contractor under this Agreement.
- III. Services to Be Performed by and Responsibilities of Contractor

- A. Contractor shall provide the Services set forth in the attached Exhibit A. The District may order services described in Exhibit A during the term of this agreement using a Purchase Order. The Purchase Order must specify all of the following:
  - a. A Statement of Work specific to the financial services requested.
  - b. The total amount of compensation
  - c. The requested service delivery schedule
  - d. Types of report requested
- B. Contractor shall provide the Services in accordance with generally accepted auditing standards, the Minimum Standards for Audits of Oregon Municipal Corporations as prescribed by law, and other standards as applicable.
- C. Contractor agrees that the services it has contracted to provide under this Agreement shall be rendered by it under the direct supervision of its principals and that the work will be faithfully performed with care and diligence.
- D. The Parties agree that, should unusual conditions arise or be encountered during the Term beyond those contemplated in this Agreement, Contractor shall provide District written notification of such unusual conditions and District shall instruct Contractor in writing whether to provide the necessary additional Services.
- IV. Subcontracts and Assignment

Contractor shall not subcontract any of the work required by this Agreement or assign or transfer any of its interest in this Agreement or use the services of a temporary employment services company.

#### V. Payment

- A. Contractor represents that all prices for Services under the Purchase Order contract are equal to or better than the prices listed in the attached Price Agreement, Exhibit B. Payment is due from the District 30 calendar days after the date of the invoice.
- B. At Contractor's option, it may assess overdue account charges up to a maximum rate of two-thirds of one percent per month (8% per annum) subject to ORS 293.462.

#### VI. No Third Party Beneficiaries

District and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons.

#### VII. Successors in Interest

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties, and their respective successors, if any.

#### VIII. Early Termination

- A. The District and Contractor, by mutual written agreement, may terminate this Agreement at any time.
- B. Either the District or Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the non-breaching Party shall give to the breaching Party written notice of specific acts/omissions giving rise to the breach and of the non-breaching Party's intent to terminate. If the breaching Party has not cured the breach within 15 days of such notice, then the non-breaching Party may terminate the Agreement at any time thereafter by giving a written notice of termination.

#### IX. Payment on Early Termination

- A. If this Agreement is terminated by the District under VIII.A, the District shall pay Contractor for all work performed, and expenses incurred, up to and including the termination date.
- B. If this Agreement is terminated under VIII.B by Contractor due to a breach by the District, then the District shall pay Contractor as provided in subsection A of this section.

C. If this Agreement is terminated under VIII.B by the District due to a breach by Contractor, then the District shall pay Contractor as provided in subsection A of this section, subject to setoff of excess costs, as provided for in Section X.A., Remedies.

#### X. Remedies

- A. In the event of termination under VIII.B. by the District due to a breach by Contractor, then the District may complete the work or remedy the issue either itself, by agreement with another contractor, or by a combination thereof. The District may deduct the cost of completing the work or remedying the issue identified in the notice of breach from the remaining unpaid balance of the fee(s) owed to Contractor.
- B. The remedies provided to either Party for a breach by the other Party shall not be exclusive and the Parties shall be entitled to any other equitable or legal remedies that are available.

#### XI. Access to Records

Contractor shall maintain and the District (and its authorized representatives) shall have access to all books, documents, papers and records of Contractor which relate to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. Copies of applicable records shall be made available upon request or immediately upon termination of this Agreement for any reason. Contractor shall maintain all District records in its custody or control in strict confidentiality and shall not provide to or allow access by any third parties without District's consent unless required by law. In the event Contractor is required by law to provide access to third parties, Contractor shall first provide notice to the District and provide District a reasonable opportunity to determine or challenge whether such access is indeed required.

#### XII. Ownership of Work

- A. All final work products of Contractor that result from this Agreement are the property of the District. Draft documents and preliminary work submitted to the District for review and comment shall not be considered as owned, used or retained by the District.
- B. The District shall own all proprietary rights, including but not limited to copyrights, trade secrets, patents and all other intellectual or other property rights in and to such final work products. Preexisting trade secrets of the Contractor, or the intellectual property of third parties, shall be noted as such and shall not be considered as a work product of this Agreement. All such work products shall be considered "works made for hire" under the provisions of the United States Copyright Act and all other equivalent laws.

- C. Any materials designated as "confidential" that may be provided to Contractor by the District at any time relating to this Agreement shall be treated confidentially by Contractor, and shall not be disclosed to any other person by Contractor without the advance written permission of the Commission. Contractor shall return all confidential materials upon request.
- D. Use of any work product of Contractor by the District for any purpose other than the use intended by this Agreement is at the risk of the District. Use of any work product by Contractor is prohibited without the written consent of the District.

#### XIII. Compliance with Applicable Law

Contractor shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this contract, including without limitation, ORS 279B.020, ORS 279B.220, ORS 279B.230, and ORS 279B.235, as set forth on Exhibit B. Without limiting the foregoing, Contractor expressly agrees, as applicable, to comply with: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. A condition or clause required by law to be in this Agreement shall be considered included by these references. Further, by signing this agreement, Contractor declares that it has complied with all of the State of Oregon's tax laws at the time of execution and will comply with same for the duration of this agreement.

#### XIV. Indemnity and Hold Harmless

- A. Contractor shall defend, save, hold harmless, and indemnify the District, its officers, agents, and employees from all claims, suits, or actions arising out of the professional negligent acts, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents under this contract.
- B. Subject to the Constitution and laws of the State of Oregon and the monetary limits of ORS 30.260 to 30.300, the District shall defend, save, hold harmless, and indemnify the Contractor, its officers, agents, and employees from all claims, suits, or actions arising out of the professional negligent acts, errors, or omissions of District or its officers, employees, subcontractors, or agents under this contract.

#### XV. Waiver

The failure of the District to enforce any provision of this Agreement shall not constitute a waiver by the District of that or any other provision.

XVI. Professional Standards; Errors

Work under this Agreement shall be performed in a good and workmanlike manner and in accordance with the highest professional standards of professionals doing similar work in the State of Oregon. At all times during the term of this Agreement, Contractor shall be qualified, professionally competent, and duly licensed to perform the services. In addition to any other remedies, Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

XVII. Governing Law

The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon.

XVIII. Severability

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.

XIX. Licensing

Contractor shall obtain all necessary business or other licenses when required to perform the work under this Agreement.

XX. Merger Clause

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. BY ITS SIGNATURE, CONTRACTOR

# ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

PlanB Consultancy, Inc	Oak Lodge Water Services District
Signature:	By:
	Signature:
Date:	Title:
	Date:

#### **EXHIBIT A**

#### **SERVICES**

#### **Scope of Work (General)**

The scope of work shall include general financial services, assistance, consultation and advice, and may include the following types of audits, monitoring, review, and analysis; financial, information technology, risk assessment, organizational, and performance.

A Final, detailed Scope of Work for each segment of work will be negotiated between contractor and the District. A proposed Scope of Work is provided below.

- Provide an organizational risk assessment to identify specific areas of organizational and financial vulnerability and risk, based on probability and significance.
- Perform internal audits based on results of risk assessment and consultation with the District's leadership.
- Provide additional accounting and financial services as follows:
  - Assist District staff in preparing for annual independent financial statement audit, including preparation of workpapers and account analyses
  - Assist District staff by providing professional opinion/advice and oversight in the development of policies, procedures, and processes to mitigate risks identified in the risk assessment;
  - Assist in the evaluation, development, and implementation of information technology initiatives supporting the District;
  - Assist in feasibility studies with regard to operational and capital planning, budgeting and forecasting.

#### EXHIBIT B

#### Hourly Rates

Position Titles	Hourly Rate
Partners	\$195.00
Managers	\$175.00
Consultants	\$150.00
Administrative Support	\$ 50.00



#### STAFF REPORT

**To:** Board of Directors

From: Kelly Stacey, Finance Director Agenda Item: Capital Asset Management Policy

Item No.: 7

**Date:** June 19, 2018

#### **Background**

A comprehensive and complete capital asset management policy provides a framework for the District within which to make decisions, prioritize resources, budget, account for, and report capital projects and capital assets in accordance with a variety of laws and rules. Capital assets, including infrastructure, play a significant role in the quality of life for citizens and the overall operation of the District. They also are an indication of the financial health of the District in terms of how they are acquired, financed, and maintained. There are several policy elements that are integral to capital asset maintenance. These elements should be considered both separately and in the aggregate. Similarly, within the elements, exist components of the various policy statements that ensure effective application in practice.

#### Issue

Financial policies articulate the baseline standards for financial stewardship for a local government and they express the governing board and staff's intent for how financial management will be conducted. This Capital Asset Management Policy is the first of many financial policies that will be presented to the Board over the course of the next year. Without adoption of a Capital Asset Management policy there is no structure to the way the District's assets are managed from year to year, including purchasing, depreciating and disposing.

#### Recommendations

It is recommended that the Board approves the proposed Capital Asset Management Policy..

#### **Suggested Motion**

"I move to approve the Oak Lodge Water Services Capital Asset Management Policy as presented"

#### **Attachments**

1. OLWS Capital Asset Management Policy draft

# Oak Lodge Water Services District



### **Capital Asset Management Policy**

**Adopted xxxxxxx** 

This document supersedes any and all previous capital asset management policies.

#### **Purpose**

The District wishes to plan for and maintain the quality and usefulness of its capital resources in the form of land, buildings, improvements, infrastructure, equipment, and other capital assets. The budgeting and accounting for capital projects and acquisition of capital assets, as well as maintenance, depreciation, and replacement of those assets is critical to the long-term operations of the District. For these reasons, the District will adopt a comprehensive capital asset maintenance policy as stated herein.

#### **Background**

Financial policies articulate the baseline standards for financial stewardship for a local government and they express the governing board and staff's intent for how financial management will be conducted. Financial policies articulate the baseline standards for financial stewardship for a local government and they express the governing board and staff's intent for how financial management will be conducted. Financial policies articulate the baseline standards for financial stewardship for a local government and they express the governing board and staff's intent for how financial management will be conducted.

#### Capital Improvement Plan (CIP)

The investments in capital assets including infrastructure the District intends to make over a multiple-year period. The CIP provides a basis for capital budgeting. Necessary components include:

- Scope
- Project identification
- Participants
- Project selection
- · Balanced CIP
- · Funding strategies and considerations
- · Impacts on operating budgets

#### **Capital Budgeting**

The allocation of funds for capital expenditures. The first year of the CIP should become the current cycle's capital budget.

#### **Project Management**

Once a project is funded, it requires management to ensure adherence to budget and schedule and to determine that functional specifications and other objectives are met. Project management is often framed in a variety of policies.

#### **Capital Asset Maintenance**

Policies and practices to ensure continuing investment in capital assets so as to provide for an acceptable level of condition and service. Necessary components include:

- · Inventory and physical condition assessment
- · Established standards by asset class
- Evaluation of infrastructure and related priorities
- Funding policies
- Monitoring and communication of progress

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#### **Policy**

The District will adopt a comprehensive framework for managing its capital asset resources, including infrastructure, such that the public investment is protected. The following policy framework is separated into six elements:

- 1. Capital Improvement Plan
- 2. Capital Budgeting
- 3. Project Management,
- 4. Capital Asset Maintenance,
- 5. Capital Asset Cost and Depreciation, and
- 6. Non-Capital Inventory Assets.

#### Capital Improvement Plan (CIP)

The District recognizes a distinction between a capital asset and a capital project. A capital asset is defined as an individual asset with a value in excess of \$5,000 and a useful life in excess of one year. Capital projects are those projects or equipment purchases of at least \$50,000 and having a useful life of at least five years. All such capital projects are included in the capital improvement planning process. These projects include capital maintenance items of \$50,000 or more that increase the life of the asset. The CIP includes information technology items over \$50,000 that may not have a useful life of five or more years. When applicable, all items in the CIP should be based on investments determined by master plans formally reviewed and adopted by the District.

The District recognizes that the selection and prioritization of capital projects should occur through the *Capital Improvement Planning* process. The District Engineer working directly with the Finance Director, shall have responsibility for evaluating projects and for creating a CIP document to be recommended to the District Board for consideration in accordance with the budget process. The District Engineer shall provide for evaluation of the CIP and input from the District's management team as appropriate. The District's budget process shall provide a forum for public involvement in the capital improvement planning process.

The District shall adopt a set of objective criteria for the evaluation of potential capital projects to be included in the District's CIP. These criteria may include the following:

- Results of formal needs assessments
- · Alignment with Board goals
- Expected useful life of the asset

- Implications of project deferral
- · Feasibility of implementation
- Operating budget impacts
- · Regional benefits and linkages with other agencies
- Enhancements to quality of life
- Economic impacts
- Environmental impacts
- · Impacts on other projects (existing or planned)

In addition to those criteria, the District shall consider funding in selecting and prioritizing projects. When current funding resources are available, consideration will be given first to those capital projects with the shortest useful life and/or to those projects whose nature makes them comparatively more difficult to finance with bonds or other long-term financing tool. Similarly, longer lived projects should be matched with longer term financing approaches to promote intergenerational equity.

All capital assets acquired with Federal funds (purchased or constructed) and having an original cost greater than \$5,000, shall be specifically designated as Federal assets in the District's accounting records. Specific terms and conditions of the Federal program(s) used to acquire the assets must be identified and followed. Disposition of Federal assets shall be in accordance with stated terms and conditions of the respective Federal program(s).

The District shall also consider the following in selecting projects for inclusion in the CIP:

- Long-term forecasts of resources and capital spending and associated operational impacts and eventual replacement costs.
- · Impacts on other projects, and the extent that costs can be shared between projects.
- · Opportunities to partner with other agencies.
- · Funding of preliminary studies (i.e. feasibility, environmental, etc.).
- · Realistic consideration of project timing and scope.

The District shall adopt a balanced CIP in that project costs must equal estimated resources available or to be made available for capital spending. Those resources may exist through one or more of the following funding strategies:

- Debt/borrowing
- Capital reserves
- One-time resources
- · Earmarking portions of operating revenue streams
- Dedicated revenue streams

The District's CIP document as presented will provide information on specific projects including:

- Status (funded or unfunded)
- · Project manager

- Funding source
- Project timing
- Operating budget impacts
- Total project cost

#### **Capital Budgeting**

The first year of the CIP shall become the capital budget for the current fiscal year.

If project costs at the time of bid award are less than the budgeted amount, the balance will be carried over and returned to fund balance in the respective fund or reallocated to another project. If project costs at the time of the bid award are greater than budget amounts, five basic options are available:

- 1. eliminate the project,
- 2. defer the project for consideration to the next financial planning period,
- 3. re-scope or change the phasing of the project to meet the existing budget authority,
- 4. transfer funding from another specified, lower priority project, or
- 5. appropriate additional resources as necessary from fund balance or contingency.

#### **Project Management**

Every CIP project will have a project manager who will prepare the project proposal, ensure that required phases are completed on schedule, authorize all project expenditures, ensure that all regulations, laws, and compliance requirements are met, and periodically report project status.

Capital project amendments during a given year shall not exceed the adopted budget and funding levels for the project as a whole. All amendments shall be reviewed and evaluated by the District Engineer and the Finance Director for recommendation to the General Manager. All capital projects are expected to be managed within stated time and budget constraints.

Quarterly capital project and program reviews are to be conducted to monitor existing project performance and to update the six-year CIP. Each program must actively manage individual projects and provide quarterly reports on the physical and fiscal status of each project to the District Engineer and Finance Director. The District Engineer and Finance Director will review and summarize project status in a quarterly report to the District Board.

Each program shall submit a quarterly capital cash forecast (receipts and disbursements) for a twelve-month period and a quarterly variance analysis (forecast to actual) to the Finance Director. Each program must actively oversee and report the fiscal activities of each project in order to maximize the District's investment opportunities and support compliance with the budget.

#### **Capital Asset Maintenance**

District staff will complete a physical inventory every two year, coordinated by the District

Engineer and the Finance Director. The inventory will provide information on the physical condition of assets, including a condition assessment of all infrastructure assets. An inventory of capital assets will be developed and maintained to support financial reporting as well as management information and decision making regarding purchase, maintenance, and replacement of capital assets and related funding requirements.

The District will establish and implement standards for various classes of assets to allow comparison of actual conditions to the standards (facilities condition assessment) and thus project major maintenance/replacement needs into the future.

District staff will evaluate infrastructure and set priorities for asset maintenance and replacement. Evaluations will take place no less than every five years and will compare actual conditions to standards established and support calculations of replacement costs, major maintenance and repair costs, funding requirements, and ultimately cost/benefit decisions for scheduling infrastructure-related capital projects.

The District will develop and implement a plan for funding asset maintenance based on an intent to maximize the District's investment in capital assets and preserve the service capacities of those assets. To the extent practical, future maintenance costs will be considered and funded in the initial estimation and selection of projects approved and included in the CIP.

It is the intent of the District Board to establish replacement reserves for capital assets and capital projects when new projects are approved or major capital assets are acquired. Annual contributions to the reserve should approximate the annual depreciation charges, calculated on a straight-line basis over the estimated useful life of the asset, and be indexed for inflation.

Maintenance obligations will be considered similar to non-current liabilities (such as pensions and other post-employment benefits). As such, programs managing capital assets with significant maintenance obligations (e.g. infrastructure) will monitor and communicate information about those obligations quarterly to the Finance Director to summarize and report to the District Board on a quarterly basis.

#### **Capital Asset Cost and Depreciation**

The District's property, plant, equipment, and infrastructure are depreciated over the following estimated useful lives:

Asset Class	Years
Buildings and improvements	10-50
Amortizable intangible assets	10-50
Infrastructure	33-50
Vehicles	5-10
Office furnishings and equipment	5-10
Computer equipment	5-10

Capital assets shall be recorded at historical cost or estimated historical cost. Major additions and replacements shall be capitalized. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives shall be expensed as incurred. Donated assets shall be recorded and reported at fair market value as of the date of acquisition.

Non-depreciable assets (e.g. land and non-amortizable intangible assets) shall be reported at historical cost until such time as they are disposed of.

#### **Non-Capital Inventory Items**

The District will continue to track and inventory certain non-capital assets for purposes of insurance recovery, and management information. These assets (inventory assets) consist of small tools and equipment and other items with an original cost greater than \$100 and less than \$5,000. All inventory assets will be subject to physical inventory by department on an annual basis. Each department will assign an individual with responsibility for maintaining a current inventory and reconciling inventory records with those of the Finance Department. Each department will provide a report of their inventory assets to the Finance Department annually on the first business day of January.

Items acquired with a cost of less than \$100 are not required to be tracked or inventoried. These items should be expensed in the year acquired.



#### STAFF REPORT

To: Board of Directors
From: Aleah Binkowski-Burk
Agenda Item: Donated Leave Policy

Item No.: 8

**Date:** June 19, 2018

#### **Action Requested**

The District needs to add a Vacation Leave and Compensatory Time Donations and Use Policy to the approved District's employee handbook which applies to all staff including union and nonunion members. The employee handbook sets out the policies pertaining to District employees. The Board of Directors is the approval authority for this publication.

#### **Background**

The District's employee handbook represents the essential policies for the combined District. When initially adopted a commitment was made that the District will continue to keep the handbook updated and will add to it in the future. Our overriding goal when creating employment policies is to create a guide for the fair and equitable application of practices for all managers and staff members.

There is an emergent organizational need to have a Vacation Leave and Compensatory Time Donation and Use Policy in place. A careful analysis has been done of how our current short-term disability and long-term disability income benefits would work in concert with this newly proposed policy which would supplement those employee benefits in time of need.

Because this policy would constitute a change to the terms and conditions of employment for the team members represented by AFSCME, applicable labor law, requires us to give the union at least fourteen days to review the policy and decide whether to demand to bargain with the District over the changes it provides. The union will not yet have had their full fourteen days for review at the time we are bringing this draft policy to you. We ask the Board to approve the policy in substance and allow the District's HR Manager, General Manager and Labor Attorney to finalize it given the emergent need we anticipate to have this policy in place for the good of our team.

#### Suggested Board Motion

"I move 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."

#### **Attachments**

1. Draft Vacation Leave and Compensatory Time Donations and Use Policy

EMPLOYMENT POLICY & PRACTICE (EPP)

**EPP: DONTATED LEAVE** 

DATE: June 2018

#### VACATION LEAVE AND COMPENSATORY TIME DONATION AND USE

#### **PURPOSE:**

The purpose of donated vacation leave and comp time is to provide income assistance to eligible employees who have suffered a medical emergency and have exhausted all accrued paid leave by allowing eligible fellow employees who have sufficient accrued earned leave to donate some of their earned vacation leave and/or comp time in certain situations.

#### **SCOPE:**

This policy applies to all regular Oak Lodge Water Services District employees. Only nonprobationary employees may donate leave and apply to receive donated leave.

#### **POLICY STATEMENT:**

The District recognizes that employees may have a personal medical emergency that causes a severe adverse impact to them and can result in a need for additional paid time off in excess of their available accrued paid leave time. To address this need, all eligible employees will be allowed to donate accrued, unused vacation leave and/or compensatory time to a bank for dispersion by the District to qualifying co-workers in need in accordance with the policy outlined below. This leave donation program is strictly voluntary.

#### PROCEDURE:

- 1. In order to qualify to receive a leave donation, an employee must be adversely affected by a personal medical emergency and must be facing the adverse financial consequence of a prolonged unpaid absence from work of three or more consecutive working days.
- 2. Additionally, the employee requesting donated leave must have exhausted all paid leave entitlements (including the employee's sick leave balance) and must have requested and been granted an unpaid leave by the District.
- 3. An employee who is receiving, or is eligible to receive, any type of PERS benefits, longterm disability insurance benefits, workers' compensation insurance time loss or disability benefits, or certain types of supplemental income from District employment or

related to the medical emergency is not eligible to receive donated leave. Employees receiving supplemental or personal insurance income are still eligible to receive donated leave. Using donated leave may affect an employee's eligibility to receive short-term disability payments.

- 4. If otherwise qualifying, donated leave may be used to provide paid District—authorized medical leave that would otherwise be unpaid but may not extend the length of any leave authorized by the District.
- 5. Employees must apply for benefits to which the employee may be entitled through PERS, short-term disability, long-term disability insurance plans, workers' compensation insurance, or any other program that may provide a financial benefit related to the employee's medical emergency or employment with the District.
- 6. Donated leave may not be used to extend employment beyond the point that it would otherwise end by operation of District decision, law, rule, policy, or regulation. For example, if an employee would have otherwise been terminated due to layoff or other reasons, donated leave may not be used to extend employment.
- 7. A particular donee's request, if approved, generally will be for a maximum of 90 calendar days per rolling 12-month period.
- 8. When a leave donation request is approved by the District for a donee, the District will solicit donations sufficient to cover the employee's request and, if donations are received, such donations will be transferred to the donated leave bank for distribution to approved donees. The donee will receive the approved leave donations each payroll period.
- 9. All leave donations are non-refundable—any excess donated leave will be retained in the donated leave bank for the benefit of future donees.
- 10. The District reserves the right to limit donations to cover a recipient's anticipated need.
- 11. Leave donation disbursements will be paid at the recipient's current rate of pay.

#### To be Eligible to Receive Donated Leave, the Requesting Employee Must:

 Provide documentation for their own non-work related medical emergency, as certified by a physician;

- Have exhausted all accrued vacation leave, sick leave, and compensatory time and not be on, or eligible for, any type of PERS benefits, long-term disability insurance benefits, workers' compensation insurance time loss or disability benefits, or certain supplemental income from District employment or related to the medical emergency;
- Submit a written request for donated leave to Human Resources indicating the reason and anticipated amount of donated hours needed; and
- Have requested, and been approved for, an unpaid leave of absence.

#### The Donating Employee:

- Must complete and submit a designated form to Human Resources indicating the desire to donate and indicating the number of hours in a minimum of five-hour increments the employee wishes to donate, along with the type of leave the employee wishes to donate (vacation leave or compensatory time); and
- The donating employee must retain a minimum of 40 hours combined of accrued, unused vacation leave and/or comp time in the donating employee's leave banks.

The Human Resources Manager has authority to determine whether to authorize leave donation and use on a case-by-case basis, subject to approval by the General Manager. Any decision by Human Resources and/or the General Manager regarding vacation leave and comp time donation and use will be binding.

Donated time is deposited into the leave donation bank using the number of hours donated and the donor's hourly wage. Donated Leave will be dispersed from the leave donation bank at the recipient's hourly wage.

#### **EXAMPLE:**

Mary has a qualifying personal medical emergency. She has exhausted all of her accrued paid leave, and is not eligible for long term disability, short term disability, or any other form of supplemental income from District employment. She has requested and been approved for an unpaid leave of absence. She requests 40 hours of donated leave. Her hourly rate of pay is \$10.00. She needs \$400 worth of leave donations (\$10 x 40 hours = \$400).

Mario wishes to donate 16 hours of his accrued vacation to the leave donation bank. His hourly rate is \$12.00. He is donating \$192 in vacation hours  $(16 \times 12 = 192)$ .

Mary is still \$208, or 20.8 hours, short of the requested paid leave time and will need to take that segment of her leave unpaid.



**To:** Board of Directors

From: Jason Rice, District Engineer

**Agenda Item:** Amendments to OLWSD Purchasing Rules

Item No.: 9

**Date:** June 19, 2018

#### **Action Requested**

Approval of Resolution 18-07 modifying a specific issue with the current version of the OLWSD Purchasing Rules.

#### <u>History</u>

December 6, 2016 The Board approved Resolution 16-06 adopting Purchasing Rules

for the consolidated district.

#### **Background**

During a review of the District's Purchasing Rules staff, along with counsel, discovered a major difference from the States Purchasing Rules that we believe was not the intent of the Board when the Rules were originally approved. It was discovered that, to use an On-Call Engineering or Architecture (A&E) Consultant, that if a particular task was greater than \$10,000, staff is directed to write a Request for Proposals (RFP) and release that RFP to the On-Call list. By doing so, Staff believes this negates the intent behind selecting the qualification based On-Call list in the first place.

When comparing this policy to the State's Revised Statutes (cited below) the state allows for the direct appointment of consultants up to \$100,000.

**279C.110 Selection procedure for consultants to provide services; compensation; applicability.** (1) A contracting agency shall select consultants to provide architectural, engineering, photogrammetric mapping, transportation planning or land surveying services on the basis of the consultant's qualifications for the type of professional service required. A contracting agency may solicit or use pricing policies and proposals or other pricing information, including the number of hours proposed for the service required, expenses, hourly rates and overhead, to determine consultant compensation only after the contracting agency has selected a candidate pursuant to subsection (2) of this section.

- (2) Subject to the requirements of subsection (1) of this section, the procedures that a contracting agency creates to screen and select consultants and to select a candidate under this section are at the contracting agency's sole discretion. The contracting agency may adjust the procedures to accommodate the contracting agency's scope, schedule or objectives for a particular project if the estimated cost of the architectural, engineering, photogrammetric mapping, transportation planning or land surveying services for the project does not exceed \$250,000.
- (8) Notwithstanding the provisions of subsection (1) of this section, a contracting agency may directly appoint a consultant if the estimated cost of the architectural, engineering, photogrammetric mapping, transportation planning or land surveying services for the project does not exceed \$100,000.

Ideally, staff would like to continue with the selection of the On-Call Consultants based on their qualifications, but when it comes to writing task orders to complete work staff would like to recommend following the State's Rules. Then, if the task is greater \$50,000, bring that task before the Board for Approval pursuant to the current District Purchasing Rules; while task orders \$50,000 or less would fall to the General Manager for approval. Furthermore, staff would like to remind the Board of a promise to provide greater detail regarding capital projects and their status within each monthly Technical Services Departmental Report. Staff believes that there should be no question as to the schedule or financial status of each funded project.

If the decision were to be made to raise direct appointments to \$100,000, this would cause a conflict with the District's intermediate purchasing for these same sorts of contracts. Currently, the District's purchasing rules cap intermediate purchases at \$25,000; one-tenth of Oregon State limits. Staff is proposing to again match that of the state to allow for a more efficient process tied to contracting with A&E consultants after all proper process for selection is followed. In the case of this District, first the On-Call list would be looked at in terms of finding the right fit for the proposed work. But if that work was thought to be outside the abilities of the On-Call consultants or over these new limits, a fresh Request for Proposals would be written and solicited.

#### **Work Load Impacts**

Approving the General Manager to sign these contracts will allow staff to supplement in professional assistance during times of need. While it will take time to manage these contracts and individual task orders, overall there is a net savings of time and money to the District.

#### **Suggested Board Motion**

"I move 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."

#### **Attachments**

1. Resolution 18-07

# BEFORE THE BOARD OF DIRECTORS OF OAK LODGE WATER SERVICES DISTRICT

In the Matter of modifying the District's Purchasing Rules

**RESOLUTION NO. 18-07** 

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, the District adopted its first set of Purchasing Rules on December 6, 2016

via Resolution 16-06, and

WHEREAS, language contained within these Purchasing Rules causes a situation in

which multiple Requests for Proposals would be necessary to contract

work over \$10,000, and

WHEREAS, Oregon State Purchasing Rules allow for selection of architectural,

engineering, photogrammetric mapping, transportation planning or land surveying services on the basis of the consultant's qualifications for the

type of professional service required.

WHEREAS, Oregon State Purchasing Rules allow for the direct appointment of

architectural, engineering, photogrammetric mapping, transportation planning or land surveying services if the proposed work does not exceed

\$100,000.

WHEREAS, Oregon State Purchasing Rules allow for the following of intermediate

purchase rules in the case that architectural, engineering,

photogrammetric mapping, transportation planning or land surveying

services work does not exceed \$250,000.

Be it Resolved, that the Board of Directors of Oak Lodge Water Services District

hereby modify the District's Purchasing Rules to allow for the direct appointment of architectural, engineering, photogrammetric mapping, transportation planning or land surveying services if the proposed work

does not exceed \$100,000.

Be it

Further Resolved, that the limit for intermediate purchases of architectural, engineering,

photogrammetric mapping, transportation planning or land surveying services be raised to \$250,000.

ADOPTED this  $\underline{19^{th}}$  day of June 2018.

## OAK LODGE WATER SERVICES DISTRICT

Бу:	
	Nancy Gibson, Board President
By:	
	Susan Keil, Secretary



To: Board of Directors

From: Jason Rice, District Engineer

**Agenda Item:** Technical Services On-Call Contract

**Item No.:** 10

**Date:** June 19, 2018

#### **Action Requested**

Authorize the General Manager to enter into On-Call Contracts with firms selected to assist staff in completing Technical Services work.

#### <u>History</u>

May 1, 2013 Oak Lodge Sanitary District Board approves On-Call Contracts set

to expire December 31, 2017 with no option for renewal.

Dec. 31, 2017 Staff ceased to generate task orders under the On-Call Services

Contract.

#### **Background**

As is the case with many public agencies, Oak Lodge Water Services District's capital needs range widely. From design of pump stations, decant facilities, solids hoppers, and pipe replacements, to public outreach and environmental reviews, this District faces several tasks that need more than one or two engineers working full-time at a given moment. To assist in these situations, public agencies often solicit On-Call contracts to bring in specialists for each of the categories that meets their needs and Oak Lodge Sanitary District and Oak Lodge Water District were no exception. However, December 31, 2017 marked the end of both of those On-Call contracts for the districts.

To continue the capital program uninterrupted, staff advertised in the Daily Journal of Commerce a Request for Qualifications (RFQ) on May 11, 2018, giving interested parties until June 1, 2018 to submit under the following five categories:

- 1. Engineering Services Treatment Plant and Pump Stations
- 2. Engineering Services General
- 3. Environmental Services
- 4. Right-of-Way, Private Property and Surveying Services
- 5. Public Involvement

In total 36 proposals were received on time for all five categories with 9 consultants submitting for Area 1, 14 for Area 2, 7 for Area 3, 5 for Area 4 and 1 for Area 5.

The 36 proposals were each reviewed independently by four staff members from three separate departments. Each proposal was given points based on how well the proposal met the following criteria:

Criteria	Maximum No. Pages	Max Score
Complete Cover Sheet	1	10
Proposer's Relevant Experience	2	30
Team Experience	3	30
Past Projects	1	10
References	1	10
Proposal Format	N/A	10
Total	8 Pages	100 Points

#### Concurrence

As mentioned above, review of the proposals was performed by a team of four staff members. After averaging each of the 4 members' scores evenly, the group of four concur that the following highest-ranking consultants should be recommended to the Board for approval.

Engineering Services - Treatment Plant and Pump Stations	Engineering Services - General	Environmental Services
Brown and Caldwell	Murray Smith	Brown and Caldwell
Murray Smith	AKS Engineering and Forestry	David Evans and Associates
Wallis Engineering	RH2 Engineering	ESA

Right of Way, Private Property and Surveying Services	Public Involvement
AKS Engineering and Forestry	
Harper Houf Peterson Righellis Inc.	Barney and Worth, Inc.
HDR Engineering	

#### **Fiscal Impact**

Approval of this Master On-Call Contract does not cause a direct fiscal impact; however, indirectly it will give staff the ability to sign task orders with these consultants under \$50,000 with approval from the General Manager. For task orders over \$50,000, staff will bring those to the Board for approval.

Aside from special projects that are budgeted independently, funding for these tasks orders is usually budgeted for and contained within Capital Projects.

#### **Work Load Impacts**

Approving the General Manager to sign these contracts will allow staff to supplement in professional assistance during times of need. While it will take time to manage these contacts and individual task orders, overall there is a net savings of time and money to the District.

#### **Suggested Board Motion**

"I move to approve the selection panels' recommendations for On-Call contracts and to authorize the General Manager to sign contracts with selected firms."

#### **Attachments**

1. Sample Personnel Services Contract

Contract No.	



# PERSONNEL SERVICES AGREEMENT WITH THE OAK LODGE WATER SERVICES FOR

#### 2018-2022 TECHNICAL ON-CALL SERVICES

**THIS AGREEMENT**, by and between the Oak Lodge Water Services, a special district formed under the authorization of ORS 450, hereinafter called "District" and (Name and Address of Firm), whose authorized representative is (Name of Representative), hereinafter referred to as the "Consultant."

#### **RECITALS**

WHEREAS, the District's Fiscal Year (Fiscal Year dates - i.e., 2018-2022) budget provides for the design and construction of (File Name and Project Number); and

**WHEREAS**, the accomplishment of the work and services described in this Agreement is necessary and essential to the Capital Improvement Plan of the District; and

**WHEREAS**, the District desires to engage the Consultant to render professional services for the project described in this Agreement, and the Consultant is willing and qualified to perform such services;

**THEREFORE**, in consideration of the promises and covenants contained herein, the parties hereby agree as follows:

#### 1. Scope of Services

The Consultant shall perform services relevant to the Project in accordance with the terms and conditions set forth herein, and as provided in Exhibit A, which is attached hereto and by this reference made a part of this Agreement.

#### 2. Effective Date and Duration

This agreement shall become effective upon the date of execution by the District and shall expire, unless otherwise terminated or extended, on completion of the work or June 30, (Year), whichever comes first. All work under this Agreement shall be completed prior to the expiration of this Agreement.

#### 3. <u>Consultant's Fee</u>

#### A. Basic Fee

As compensation for Basic Services as described in Exhibit B of this Agreement, and for services required in the fulfillment of Paragraph 1, the Consultant shall be paid on an hourly rate based upon the "Schedule of Rates" in Exhibit B of this agreement, which shall constitute full and complete payment for said services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee shall not exceed the amount of (Amount of dollars in words) dollars (\$Amount of dollars in numbers) without prior written authorization.

Contract	No.		

The parties hereto do expressly agree that the Basic Fee is based upon the Scope of Services provided in Exhibit B and is not necessarily related to the estimated construction cost of the Project. In the event that the actual construction cost differs from the estimated construction cost, the Consultant's compensation will not be adjusted unless the Scope of Services changes and is authorized and accepted by the District.

#### **B.** Payment Schedule for Basic Fee

Payments shall be made upon receipt of billings based on the work completed. Billings shall be submitted by the Consultant periodically, but not more frequently than monthly. Payment by the District shall release the District from any further obligation for payment to the consultant for service or services performed or expenses incurred as of the date of the statement of services. Payment shall be made only for work actually completed as of the date of invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

#### **C.** Payment for Special Services

Only when directed in writing by the District, and signed by both parties as an addendum to this Agreement, the Consultant shall furnish or acquire for the District the professional and technical services based on the hourly rate schedule as described in Exhibit A of this contract for minor project additions and/or alterations.

#### **D.** Certified Cost Records

The Consultant shall furnish certified cost records for all billings pertaining to other than lump sum fees to substantiate all charges. For such purposes, the books of account of the Consultant shall be subject to audit by the District. The Consultant shall complete work and cost records for all billings in accordance with generally accepted accounting principles.

#### E. Contract Identification

The Consultant shall furnish to the District its employer identification number, as designated by the Internal Revenue Service, or social security number, as the District deems applicable.

#### **F.** Payment – General

- 1) Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 2) Consultant shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one week except for individuals under the contract who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime.
- Consultant shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Consultant or all sums which Consultant agrees to pay for such services and all moneys and sums which Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- 4) The District certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.
- 5) Consultant shall make payments promptly, as due, to all persons supplying services or materials for work covered under this contract. Consultant shall not permit any lien or

Contract	No.		

claim to be filed or prosecuted against the District on any account of any service or materials furnished.

If Consultant fails, neglects or refuses to make prompt payment of any claim for labor, materials, or services furnished to Consultant, sub- or subcontractor by any person as such claim becomes due, District may pay such claim and charge the amount of the payment against funds due or to become due to the Consultant. The payment of the claim in this manner shall not relieve Consultant or its surety from obligation with respect to any unpaid claims.

#### 4. Ownership of Plans and Documents: Records

- A. The field notes, design notes, and original drawings of the construction plans, as instruments of service, are and shall remain, the property of the Consultant; however, the District shall be furnished, at no additional cost, one set of previously approved reproducible drawings, on 3 mil minimum thickness mylar as well as diskette in "DWG" or "DXF" format, of the original drawings of the work. The District shall have unlimited authority to use the materials received from the Consultant in any way the District deems necessary. Any use, re-use or alteration of any materials other than as contemplated by the applicable Scope of Services shall be at the District's sole risk, unless written permission has been received from Consultant prior to any such use.
- **B.** The District shall make copies, for the use of and without cost to the Consultant, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Consultant pursuant to this Agreement, and also make available any other maps, records, or other materials available to the District from any other public agency or body.
- C. The Consultant shall furnish to the District, copies of all maps, records, field notes, and soil tests which were developed in the course of work for the District and for which compensation has been received by the Consultant at no additional expense to the District except as provided elsewhere in this Agreement.

#### 5. Assignment/Delegation

Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If District agrees to assignment of tasks to a subcontract, Consultant shall be fully responsible for the negligent acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by District of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and District.

#### 6. Consultant is Independent Contractor

- A. The District's project manager, or designee, shall be responsible for determining whether Consultant's work product is satisfactory and consistent with this agreement, but Consultant is not subject to the direction and control of the District. Consultant shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 3 of this Agreement.
- B. Consultant is an independent contractor and not an employee of District. Consultant acknowledges Consultant's status as an independent contractor and acknowledges that Consultant is not an employee of the District for purposes of workers compensation law, public employee benefits law, or any other law. All persons retained by Consultant to provide services under this contract are employees of Consultant and not of District. Consultant acknowledges that it is not entitled to benefits of any kind to which a District employee is

entitled and that it shall be solely responsible for workers compensation coverage for its employees and all other payments and taxes required by law. Furthermore, in the event that Consultant is found by a court of law or an administrative agency to be an employee of the District for any purpose, District shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Consultant under the terms of the agreement, to the full extent of any benefits or other remuneration Consultant receives (from District or third party) as a result of said finding and to the full extent of any payments that District is required to make (to Consultant or to a third party) as a result of said finding.

- C. The undersigned Consultant hereby represents that no employee of the District or any partnership or corporation in which a District employee has an interest, has or will receive any remuneration of any description from the Consultant, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.
- **D.** If this payment is to be charged against Federal funds, Consultant certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his/her normal charge for the type of service provided.
- **E.** Consultant and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
- **F.** Consultant certifies that it currently has a District business license or will obtain one prior to delivering services under this Agreement.
- **G.** Consultant is not an officer, employee, or agent of the District as those terms are used in ORS 30.265.

#### Indemnity

7.

- A. The District has relied upon the professional ability and training of the Consultant as a material inducement to enter into this Agreement. Consultant represents to the District that the work under this contract will be performed in accordance with the professional standards of skill and care ordinarily exercised by members of the Consultanting profession under similar conditions and circumstances as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by the District shall not operate as a waiver or release. Acceptance of documents by District does not relieve Consultant of any responsibility for negligent or wrongful design deficiencies, errors, or omissions.
- B. Claims for other than Professional Liability. Consultant shall defend, save and hold harmless the District, its officers, agents, and employees from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, of whatsoever nature, including intentional acts to the extent resulting from or arising out of the activities of Consultant or its subcontractors, sub-s, agents or employees under this contract. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.
- Claims for Professional Liability. Consultant shall defend, save and hold harmless the District, its officers, agents, and employees from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, to the extent arising out of the professional negligent acts, errors or omissions of Consultant or its subcontractors, sub-s, agents or employees in performance of professional services under this agreement. Any design work by Consultant

Contract No.	
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that results in a design of a facility that is not readily accessible to and usable by individuals with disabilities shall be considered a professionally negligent act, error or omission.

D. As used in subsections B and C of this section, a claim for professional responsibility is a claim made against the District in which the District's alleged liability results directly from the quality of the professional services provided by Consultant, regardless of the type of claim made against the District. A claim for other than professional responsibility is a claim made against the District in which the District's alleged liability results from an act or omission by Consultant unrelated to the quality of professional services provided by Consultant.

#### 8. <u>Insurance</u>

Consultant and its subcontractors shall maintain insurance acceptable to District in full force and effect throughout the term of this contract. Such insurance shall cover risks arising directly or indirectly out of Consultant's activities or work hereunder, including the operations of its subcontractors of any tier. Such insurance shall include provisions that such insurance is primary insurance with respect to the interests of District and that any other insurance maintained by District is excess and not contributory insurance with the insurance required hereunder.

The policy or policies of insurance maintained by the Consultant and its subcontractors shall provide at least the following limits and coverages:

#### A. Commercial General Liability Insurance

Consultant shall obtain, at Consultant's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract and Product and Completed Operations. Such insurance shall be primary and non-contributory. The following insurance will be carried:

Coverage	<u>Limit</u>
General Aggregate	\$3,000,000
Products-Completed Operations Aggregate	3,000,000
Personal & Advertising Injury	3,000,000
Each Occurrence	2,000,000
Fire Damage (Any one fire)	500,000
Medical Expense (Any one person)	5,000

#### **B.** Professional Liability

Consultant shall obtain, at Consultant's expense, and keep in effect during the term of this contract, Professional Liability Insurance covering any damages caused by an error, omission or any negligent act. Combined single limit per occurrence shall not be less than \$2,000,000, or the equivalent. Annual aggregate limit shall not be less than \$3,000,000 and filed on a "claims-made" form.

#### **C.** Commercial Automobile Insurance

Consultant shall also obtain, at Consultant's expense, and keep in effect during the term of the contract Commercial Automobile Liability coverage on an "occurrence" form including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

#### **D.** Workers' Compensation Insurance

The Consultant, its subcontractors, if any, and all employers providing work, labor or materials under this Contract who are subject employers under the Oregon Workers' Compensation Law

Contract	No.		

shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers that complies with ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

#### **E.** Additional Insured Provision

The Commercial General Liability Insurance Policy and Automobile Policy shall include the District its officers, directors, and employees as additional insureds with respect to this contract. Coverage will be endorsed to provide a per project aggregate.

#### **F.** Extended Reporting Coverage

If any of the aforementioned liability insurance is arranged on a "claims made" basis, Extended Reporting coverage will be required at the completion of this contract to a duration of 24 months or the maximum time period the Consultant's insurer will provide such if less than 24 months. Consultant will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for 24 months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of Extended Reporting coverage, provided its retroactive date is on or before the effective date of this contract. Coverage will be endorsed to provide a per project aggregate.

#### **G.** Notice of Cancellation

There shall be no cancellation, material change, or intent not to renew insurance coverage without 30 days written notice to the District. Any failure to comply with this provision will not affect the insurance coverage provided to the District. The 30 days' notice of cancellation provision shall be physically endorsed on to the policy.

#### H. <u>Insurance Carrier Rating</u>

Coverage provided by the Consultant must be underwritten by an insurance company deemed acceptable by the District. The District reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

#### I. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Consultant shall furnish a Certificate of Insurance to the District. No contract shall be effected until the required certificates have been received and approved by the District. A renewal certificate will be sent to the address below ten days prior to coverage expiration.

Certificates of Insurance should read "Insurance certificate pertaining to contract for (Name of project). The District, its officers, directors and employees shall be added as additional insureds with respects to this contract. Insured coverage is primary" in the description portion of certificate.

#### J. Primary Coverage Clarification

The parties agree that Consultant's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the District is excess and not contributory insurance with the insurance required in this section.

#### **K.** <u>Cross-Liability Clause</u>

A cross-liability clause or separation of insureds clause will be included in general liability.

Consultant's insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without 30 days prior notice to District. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the

Contract No.	
Contract No.	

discretion of District, in lieu thereof, a certificate in form satisfactory to District certifying to the issuance of such insurance shall be forwarded to:

Contract No.	
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District

Attn: (insert contract manager's name) Business Phone: 503-653-1653 14611 SE River Road Business Fax: 503-653-0586

Oak Grove, Oregon 97267

Such policies or certificates must be delivered prior to commencement of the work. Thirty days cancellation notice shall be provided District by mail to the name at the address listed above in event of cancellation or non-renewal of the insurance.

The procuring of such required insurance shall not be construed to limit Consultant's liability hereunder. Notwithstanding said insurance, Consultant shall be obligated for the total amount of any damage, injury, or loss to the extent caused by negligence or wrongful acts in the performance of services with this contract.

#### 9. Termination Without Cause

At any time and without cause, District shall have the right, in its sole discretion, to terminate this Agreement by giving notice to Consultant. If District terminates the contract pursuant to this paragraph, it shall pay Consultant for services rendered to the date of termination.

#### 10. Termination With Cause

- **A.** District may terminate this Agreement effective upon delivery of written notice to Consultant, or at such later date as may be established by District, under any of the following conditions:
  - 1) If District funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
  - 2) If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
  - If any license or certificate required by law or regulation to be held by Consultant, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
  - 4) If Consultant becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Consultant, if a receiver or trustee is appointed for Consultant, or if there is an assignment for the benefit of creditors of Consultant.

Any such termination of this agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- **B.** District, by written notice of default (including breach of contract) to Consultant, may terminate the whole or any part of this Agreement:
  - 1) If Consultant fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
  - 2) If Consultant fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from District, fails to correct such failures within ten days or such other period as District may authorize.

Contract	No.		

The rights and remedies of District provided in the above clause related to defaults (including breach of contract) by Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If District terminates this Agreement under paragraph (B), Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Consultant bear to the total services otherwise required to be performed for such total fee; Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

#### 11. Non-Waiver

The failure of either party to insist upon or enforce strict performance by the other party of any of the terms of this Agreement or to exercise any rights hereunder, should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

#### 12. Method and Place of Giving Notice, Submitting Bills and Making Payments

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, email or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

District	(Contractor's Firm Name):
Attn: (insert contract manager's name)	Attn: (insert contract manager's name)
14611 SE River Road	Address: (insert contract manager's address)
Oak Grove, Oregon 97267	
Phone: 503-653-1653	Phone: (insert #)
Fax 503-653-0586	Fax: (insert #)
Email Address: (insert address)	Email Address: (insert address)

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

#### 13. Merger

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

#### 14. Force Majeure

Neither District nor Consultant shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall within ten days from the beginning of such delay, notify the other

Contract No.	

party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

#### 15. Non-Discrimination

Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations. Consultant also shall comply with the Americans with Disabilities Act of 1990, as amended, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

#### 16. Errors

Consultant shall perform such additional work as may be necessary to correct negligent errors in the work required under this Agreement without undue delays and without additional cost.

#### 17. Extra (Changes) Work

Only the (District staff member's title & name) may authorize extra (and/or change) work. Failure of Consultant to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.

#### 18. **Governing Law**

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

#### 19. Compliance With Applicable Law

Consultant shall comply with all applicable federal, state, local laws and ordinances, including but not limited to ORS 279B.020, 279B.220, 279B.225, 279B.230, and 279B.235, which are incorporated herein. If Consultant is a foreign contractor as defined in ORS 279A.120, Consultant shall comply with that section and the District must satisfy itself that the requirements of ORS 279A.120 have been complied with by Consultant before District issues final payment under this agreement. Consultant shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of District in connection with this Agreement in violation of ORS chapter 244...

#### 20. Conflict Between Terms

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

#### 21. Access to Records

District shall have access to such books, documents, papers and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

#### 22. Audit

Consultant shall maintain records to help assure conformance with the terms and conditions of this Agreement, and to help assure adequate performance and accurate expenditures within the contract period. Consultant agrees to permit District, the State of Oregon, the federal government, or their duly

Contract No.	

authorized representatives to audit all records pertaining to this Agreement to help assure the accurate expenditure of funds.

#### 23. Severability

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

#### 24. Complete Agreement

This Agreement and attached exhibit(s) constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Consultant, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, District has caused this Agreement to be executed by its duly

authorized undersigned officer and Consultant has executed this Agreement on the date hereinabove first written.

# OAK LODGE WATER SERVICES Signature Print Name & Title Date CONSULTANT Signature Print Name & Title



## STAFF REPORT

**To:** Board of Directors

From: Kelly Stacey, Finance Director Agenda Item: Finance Department Report

**Item No.:** 11a

**Date:** June 19, 2018

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

## **Accela implementation:**

The fixed asset and the inventory module are waiting to be implemented. Fixed assets are scheduled for early August and must be completed before we can finish our annual financial audit. There is some clean up and templates that we have not yet completed in order to start the process. The inventory module is not yet scheduled. In the meantime, we are continuing the clean-up and reconciliation of the current modules. The bank reconciliation process has proven to be cumbersome. It is a multi-step process and we have now developed some procedures to help make the task more efficient moving forward. However, there are still many months that need to be caught up in the system before we get to the current month. No need to worry about the state of our cash flow. We are doing a manual process of reconciling the accounts. We just need to translate them to Accela.

### **Low Income Subsidy**

We currently have 155 active accounts enrolled in the Low-Income program. Prior to the consolidation, water had 97 accounts and sanitary had 106 accounts. Communicating the Low-Income program and combining the two data bases resulted in an overall increase in accounts. The monthly subsidy to each revenue stream is:

Water - \$1,267.13 Wastewater - \$3,837.80 Watershed Protection - \$678.13

Currently the total annual subsidy is \$69,396.60 for FY 2018.

### **Yearend**

With the completion of the budget almost over, we will be moving on to preparing for our financial audit. The auditors were here the last week of May doing interim work. 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 yearend audit.



## STAFF REPORT

**To:** Board of Directors

From: Todd Knapp, Field Superintendent

**Agenda Item:** Field Operations Report

**Item No.:** 11b

**Date:** June 19, 2018

## **Background**

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

## **Operations Administration**

Collections crew did great this past month, they were just shy of the monthly goal, despite the fact they had over 11,000 feet of grease lines to clean, this particular month included yearly, semi-yearly and monthly's. These grease line task orders are generated from our asset management program that determines frequency and location.

The new Vactor arrived this past month, crews were trained on the operation and the more technical aspects of the new machine, crews were very excited and grateful for the new acquisition.



Water crews helped complete the installation of a driveway project, engineered and designed by Jason. The driveway helps support crane operations needed while pumps are removed, repaired and reinstalled.



Clackamas River Water Providers (CRWP) held a table top exercise at Clackamas River Water District's main office, most of the water purveyors in the Clackamas river basin were in attendance, the exercise focused mainly on interconnections and how these connections work or are supposed to work, members were broken down into teams and field trips were made to various sites in an attempt to verify the data that had previously been gathered, this was followed up by a robust discussion on the teams findings.

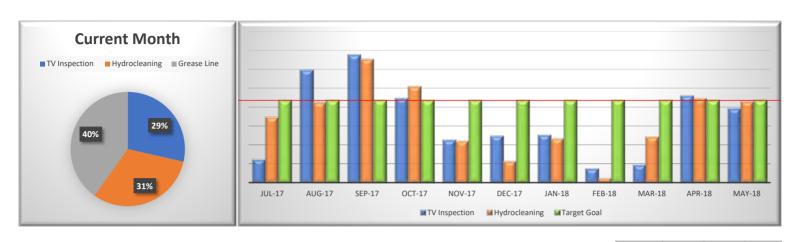
What was discovered is that the data previously collected was pieced together over the years from different agencies with questionable reliability, no maps, no Gis, no clear SOP's. This led to the discussion of creating a more comprehensive SOP, a draft framework will follow.

## Field Operations Monthly Report for May 2018

Highlights for the month:

- Completed the installation of Driveway for support of crane operations.
- Meters replaced, new services added, and leaks repaired (See chart)
- Collections team nearly met monthly target, despite 11,000' of grease lines cleaned.
- Cross training with Water, Collections and Storm continues.
- New Vactor arrived.
- Water consumption for **May: 87,263,000 Gallons** (Above the 10-year average of 79,754,600) (See metered monthly consumption chart)

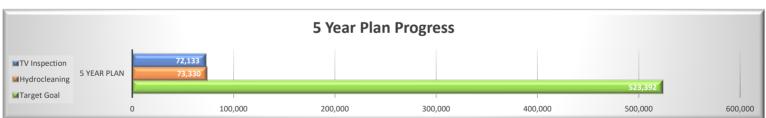
# **Oak Lodge Water Services Collections Report**



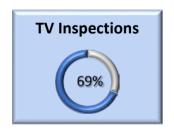
													To Date	Monthly	Yearly	5 Year
Month	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Totals	%	%	%
TV Inspection	2,512	11,906	13,532	8,961	4,566	4,987	5,092	1,548	1,942	9,212	7,875		72,133	90.28%	68.91%	13.78%
Hydrocleaning	6,967	8,539	13,085	10,206	4,472	2,328	4,723	513	4,906	8,953	8,638		73,330	99.02%	70.05%	14.01%
Target Goal	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723	8,723		95,954	100.00%	91.67%	18.33%
Grease Line	3,625	5,105	3,276	3,625	10,227	3,859	3,625	4,757	3,625	3,276	11,061		56,061			

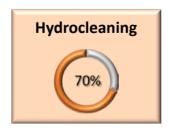
Total Feet 523,392
Target Per Year 104,678
Target Per Month 8,723





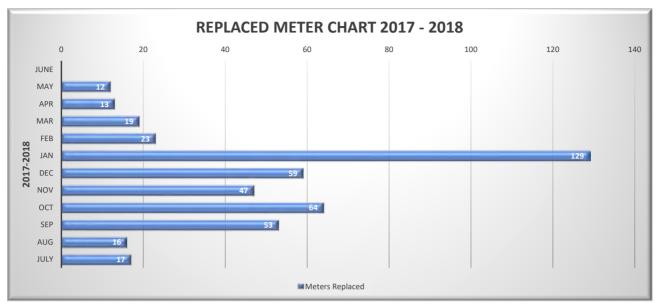
## **YEARLY PROGRESS**

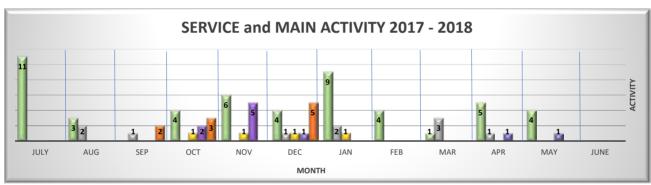






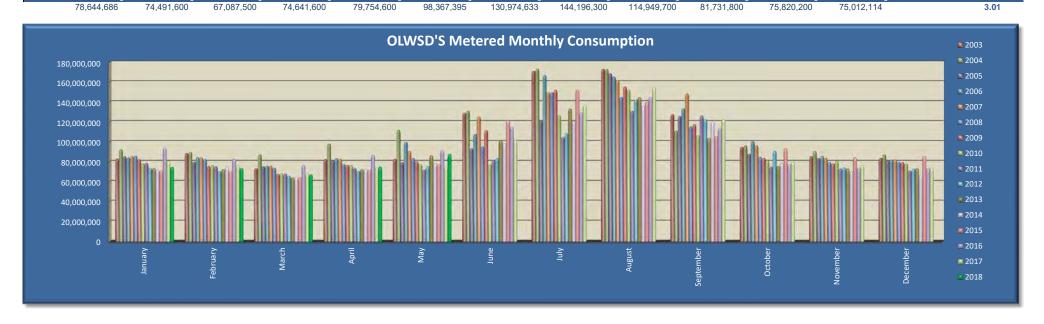
# **Oak Lodge Water Services Water Report**





Fiscal Year 2017 - 2018	Month	Meters Replaced	New Services	Iron Services Renewed	Plastic Services Renewed	Service Leaks Repaired	Main Leaks Repaired
2018	June						
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				
Yearly To	otal	452	51	10	4	10	10

Year						Mon	un						Total	Average
	January	February	March	April	May	June	July	August	September	October	November	December	Yearly Con	Daily Demand
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									
2019														
2020														
1	0 Year Average 1	I0 Year Average 1	10 Year Average		10 Year ADD									





## Staff Report

**To:** Board of Directors

From: David Mendenhall, Plant Superintendent

**Agenda Item:** Plant Operations

**Item No.:** 11c

**Date:** June 19, 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**

With only one day of measurable rainfall in May, flows were low throughout the month. Operations continued to battle poor settleability for the first part of the month. Wasting was reduced for about 10 days to let the microbiological population build back up. Then the wasting amount was matched to the incoming load so that stability could be maintained. The clarity slowly improved at first and then rapidly improved. The ammonia levels dropped very rapidly indicating a full recovery of the nitrifying bacteria. We finished the month with very clear effluent and met the permit limits for the month. Operators Chuck Adams, David Hawkins, and Randy Leniger met with me throughout the month to do calculations, look at the microscope, and plan out strategy and they stayed on top of the situation. The consensus is that a combination of situations led to this problem. The high rainfall in April, the gamma jet reinstallation which released a heavier load to the influent, temperature changes and low air supply from the settings we had from the winter all contributed to this performance problem. We had an average of a 30 SRT for April and we ended up with that for May. We still will cautiously lower that number. Permit limits are a little lower May through October and so we do not want to make any drastic changes. We have taken one clarifier off line for cleaning and inspection and this will lower the detention time which is good for the warmer summer months to avoid denitrification in the clarifiers. This situation was a challenge and fortunately a good learning experience for how the plant will respond while still being able to maintain permit compliance. 286 cubic yards of biosolids were delivered to Madison Farms for beneficial reuse.

In maintenance, John Krogstad finished the rebuild of Mixed Liquor Return (MLR) pump. He will coordinate crane scheduling to achieve at two lifts, the second being the #2 Reuse water motor. When this motor is removed the pump packing will be replaced with a mechanical seal. John also performed some above and beyond customer service. On his rounds he noticed a bicycle left behind Pump Station #2. It looked like a high level electric bike and not something that someone would just leave around. Suspecting foul play and wanting to preserve the bike, John took it to the Sherriff's

office to notify them of the situation and let them know that he would keep it at the plant in case someone would call looking for it. John also contacted the bike shop identified on a sticker and they had the name of the person linked to the serial number. The bike shop notified the Sheriff who contacted the owner. An officer came to the plant to pick up the bike and return it to the owner. Nice job John.



Photo 1 The Bike!

Congratulations to Todd Knapp for his 35 years of service to the community.

And we welcome Lew McCutcheon, a temporary operator who is helping us through our staff shortage. He has been helping out with the process control discussions and has been practicing the routine operations and lab duties.

#### **Attachments:**

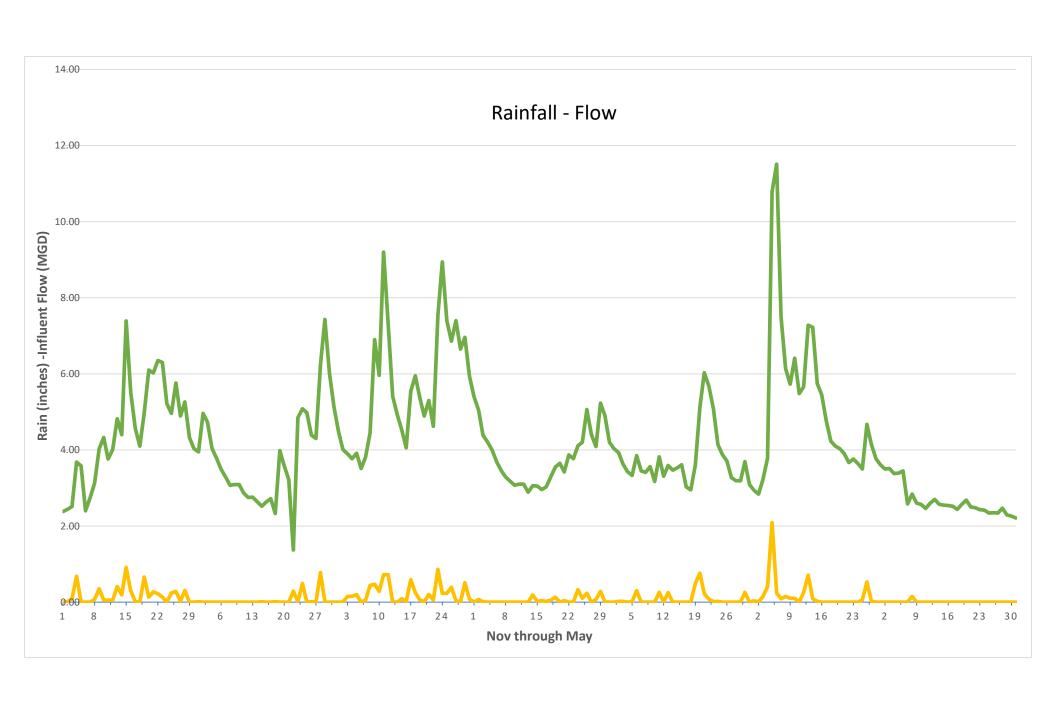
- 11c(i) Operations Staff Report Rainfall vs Flow data correlation November 2017 May 2018
- 11c(ii) Plant Performance BOD-SS graph November 2017-May 2018

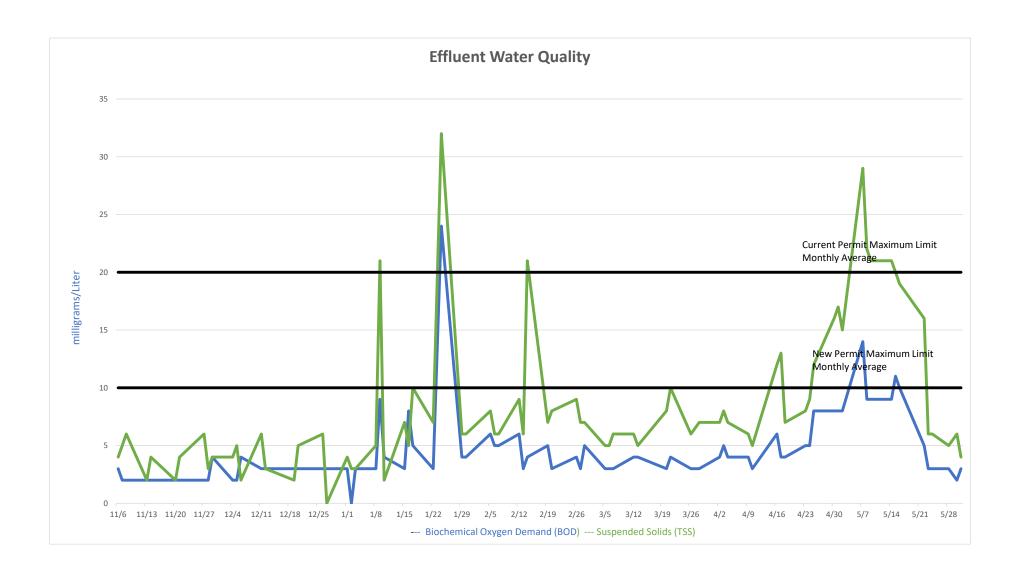


Photo 2 Better Performing Clarifier



Photo 3 Visitors







**To:** Board of Directors

From: Technical Services Team

**Agenda Item:** Technical Services Monthly Report

**Item No.:** 11d

**Date:** June 19, 2018

Below is an update of various Technical Services Program efforts:

## **Capital Improvement Program:**

Influent Pump Station Access Road

Project completed.

River Road/ Walta Vista Culvert Replacement Update

Clackamas County Department of Transportation and Development (DTD) has officially closed their contract for design citing greater needs elsewhere in the County.

#### Boardman Wetland Complex

June 18 A Pre-construction Meeting will occur to discuss expectations for

the project before it begins.

June 25 Mobilization, Erosion Control Prevention and minor deconstruction

of the sheds.

June 27 Groundbreaking ceremony

You are all invited to attend from 5-6pm at 17908 SE Addie Street. Parking will be at the Oregon Pioneer Credit Union across the

street.

July 15 In-water work begins

## **Outreach and Education**

Outreach and Education for OLWS in June marks the end of school visits to the water and sewer treatment facilities. Staff hosted the View Acres Elementary School 4<sup>th</sup> grade students at the Water Reclamation Facility for a tour near the end of May. Although young, students were engaged and excited to see how their sewage gets treated for water reuse and fertilizer production. One question was about how long it takes the sewage to go through the whole process from start to finish – fairly sophisticated thinking for fourth graders!

OLWS outreach staff attended the *Strategic Communications: H2O Conference* presented by the National Association of Clean Water Agencies (NACWA) in Chicago, IL from June 6-7. The agenda was packed full of great information, best practices, and case studies on how to do outreach well for clean water agencies. During several of the presentations, OLWS staff noted many ways that the former Districts (Sewer and Water) have followed best practices in our communications agenda. Two of the best practices included creating communications materials and then using them over time (3-10 years, depending on the content) to create an identifiable long-term communications strategy and involving local citizens in stakeholder committees and empowering them to influence District decision making. Staff appreciated the opportunity to attend a high-level training to better support OLWS.

Mark your calendars for two events coming up this summer:

- Saturday, July 14th, 2018: The Big Float from 11 a.m. 6:30 p.m.
- Saturday, August 18, 2018: Oak Grove Trolley Trail Festival from 11 a.m. 4 p.m.

What is The Big Float, you ask? Here is some information and a link to their website. Partner agency North Clackamas Urban Watersheds Council will be helping to staff a Watershed Council table at the event.

http://www.thebigfloat.com

The goal of The Big Float (TBF), quite simply, is to encourage people to "get into their river" and support its preservation and healthy development as a recreational resource.

And to have a whale of a good time in the process.

The annual event is a fundraiser for the Human Access Project. Open to all ages, TBF begins with, naturally, a parade. Floaters gather at <u>Tom McCall Bowl Beach</u> (where the Blues Festival is held), then carry or wear their floatation devices and march south along Waterfront Park to the put-in point at <u>Poet's Beach</u> beneath the Marquam Bridge.

Floaters will paddle down river and land on the west bank at the Tom McCall Bowl. Here, Portland's grandest downtown beach party will be held - complete with music barge and live bands, food carts, beer/wine garden, sponsor booths, and a kids' activities area.

## Flier for the Trolley Trail Festival:

https://www.facebook.com/events/929665273882063/



## **Permitting**

This Month	Last Month	Fiscal Year-to- Date	This Month Last Year	Last Year-to- Date
1	5	21	-	-
75	115	844	-	-
35	40	512	-	-
3	3	21	-	-
7	4	79	-	-
4	9	73	-	-
3	5	-	-	-
42	43	359	-	-
42	42	356	-	-
21	20	161	-	-
\$20,660.00	\$46,485	\$371,880	-	-
\$11,225.00	\$22,880	-	-	-
\$1,651.27	\$6,259	\$17,968	-	-
\$2,577.15	\$4,736	\$25,408		-
	1 75 35 3 7 4 3 42 42 21 \$20,660.00 \$11,225.00 \$1,651.27	This Month  1 5 75 115 35 40  3 3 7 4  4 9 3 5  42 43 42 42 21 20  \$20,660.00 \$46,485 \$11,225.00 \$22,880 \$1,651.27 \$6,259	This Month         Last Month         Year-to-Date           1         5         21           75         115         844           35         40         512           3         3         21           7         4         79           4         9         73           3         5         -           42         43         359           42         42         356           21         20         161           \$20,660.00         \$46,485         \$371,880           \$11,225.00         \$22,880         -           \$1,651.27         \$6,259         \$17,968	This Month         Last Month         Fiscal Year-to-Date         Month Last Year           1         5         21         -           75         115         844         -           35         40         512         -           3         3         21         -           7         4         79         -           42         43         359         -           42         42         356         -           21         20         161         -           \$20,660.00         \$46,485         \$371,880         -           \$11,225.00         \$22,880         -         -           \$1,651.27         \$6,259         \$17,968         -

<sup>\*\*</sup> includes "service charges" which are installation costs

## **Attachments**

1. Development Review Status Tracker

<sup>&</sup>quot; - " denotes data available in future reports

Project Status	Address	Type of Development	Notes	Last Updated
Complete	15415 SE River Rd.	3-parcel Partition (2 new homes)	Project complete. Sanitary Inspections complete. Erosion Control ongoing (SFD). Awaiting asbuilts. Unknown timeline.	6/1/18
Complete	2009 SE Courtney Ave.	3-parcel Partition (1 new home & 1 new duplex. Existing home is on the Historical Register as a	Erosion Control inspections ongoing. Sanitary Sewer installed. Sewer connections installed. SFDs under construction. Unknown timeline.	6/1/18
Complete	SE Manewal at SE Towery LN	Z0157-17_Manewal_South	OLWSD Inspection approval. Z0156-17 (for original tax lot 2300) is now void. Z0157-17 for original tax lot 800 and now east one-half of 2300 is revised and is now the only Partition application for Tasso Homes on Manewal. Dec. 2018 expiration. Warranty period ends May 2019	6/1/18
Plan Approval	3260 SE Oak Grove Blvd	130000+ mini storage facility	In Engineering Review for Site Development permit. County Land Use Timeline.	6/1/18
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	6/1/18
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.	6/1/18
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.	6/1/18
Under Construction	14501 SE Laurie Ave	Z0050-17 2-lot partition	Pre-con held. OLWSD approval. Sanitary and EC Inspections ongoing. Expire April 2019	6/1/18
Under Construction	Willamette View	Riverview Dining Facility Replacement / Expansion; Z0239-17	Plans approved. Expires Oct 2018	6/1/18
Under Construction	13809 SE Linden Ln.	Replace existing home with duplex.	Erosion control ongoing.	6/1/18
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 Extenstion. Development approval. Sanitary inspections ongoing. Erosion inspections ongoing. Expires Oct 2018	6/1/18
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. Ex pires Dec. 2018. Z0489-17	6/1/18
Under Construction	Willamette View	Multi-family; Z0656-17	Land Use Comments sent. Engineering Review. North Pointe	6/1/18
Plan Review	4281 SE Manewell Lane	A four-lot SFR minor subdivision.	Z0640-16 engineering plan Review 1 submitted. County expiration timeline.  Manewal North	6/1/18
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.	6/1/18
Plan Review	3816 SE Hill Rd	Z0428-16 8-lot subdivision	Approved engineering plans.	6/1/18
Plan Review	17908 and 17900 SE Addie Street.	Z0200-17-D_BOARDMAN_WETLAND	Land use comments sent. Awaiting engineering plans. County timeline for expiration.	6/1/18
Plan Review	SE Courtney at SE Rupert	Z0061-17-D 10-unit apartment	Engineering Comments sent (1st review) awaiting second planset. County Land Use Timeline. Erosion control submitted. Under review.	6/1/18

Project Status	Address	Type of Development	Notes	Last Updated
Plan Review	15510 SE Wallace Street	Z0593-16 13 lot subdivision	Land Use Comments sent. Awaiting engineering plans. County Land Use Timeline.	6/1/18
plan review	18107 SE Blanton	3-lot partition	Review1 comments sent.	6/1/18
Plan Review	19421 SE KAY ST	4-10 lots: Subdivision	Land use comments sent. Awaiting engineering plans. County expiration timeline.	6/1/18
Plan Review	15314 SE RUPERT DR	7-lot subdivision Z0426-17-SS	Seven-lot minor subdivision for one existing and six new home sites. Engineering Comments sent (1st review) awaiting second planset. County Land Use Timeline.	6/1/18
Plan Review	Z0620-17-D 16885 SE McLoughlin	Design Review - Les Schwab	Site Development Plan Review. County expiration timeline.	6/1/18
Plan Review	18800 SE MCLOUGHLIN BLVD	Nonconforming Use - Alteration/Verification:		6/1/18
Plan Review	18800 SE McLoughlin	Z0542-17 Addition of one vehicle sales stall	Land use comments submitted. Awaiting engineering plans. County expiration timeline.	6/1/18
Plan Review	3016 SE COURTNEY AVE	Z0523-17 Parking lot	Land use comments submitted. Awaiting engineering plans. County expiration timeline.	6/1/18
Plan Review	17624 SE RIVER RD	Z0471-17: attached housing	Land use comments submitted. Awaiting engineering plans. County expiration timeline.	6/1/18
Plan Review	22E07CA03003	Partition	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.	6/1/18
Plan Review	4322 SE Pinehurst Ave	Subdivision	Z0594-17 Water utility only. Awaiting Engineering Plans and building permit. County expiration timeline.	6/1/18
Plan Review	13630 SE Laurie Avenue	Design Review - Rose Villa	Construct Arts building as part of master plan. Received engineering review #1. Under review.	6/1/18
Plan Review	14107 SE Lee Ave	Partition: 2 lots Z0648-17	Land Use Comments sent. County Expiration Timeline.	6/1/18
Plan Review	14928 SE OATFIELD RD	ZPAC0015-18	Pre-application comments sent. Awaiting land use / subdivision application. Expires Dec. 2018	6/1/18
Plan Review	SE Torbank	(RIVER RD – TROLLEY TR) SIDEWALKS PUBLIC IMPROVEMENTS	Clackamas County Project Number: 22243	6/1/18
Pre-Application	15007 SE McLoughlin Blvd	B Fitness TI	ZPAC0019-18 Pre-app held County expiration timeline.	6/1/18
Pre-Application	16250 SE MCLOUGHLIN BLVD	Commercial with interior storage	Pre-app comments sent. Awaiting land use application. County timeline.  Design Review Pre-app to add 32,246 sf commercial space (add 2 stories) to existing commercial bldg at 16250 SE McLoughlin	6/1/18

Project Status	Address	Type of Development	Notes	Last Updated
Pre-Application	17217 SE McLoughlin Blvd	ZPAC0181-18 TI	Pre-application Comments sent. County timeline.	6/1/18
Pre-Application	16920 SE Berghammer	Partition 3 lots	Partition. Pre-app attended/comments submitted. Clack. Co. expiration timeline.	6/1/18
Pre-Application	16908 SE Oatfield	0	Pre-app. Attended. County expiration timeline.	6/1/18
Pre-Application	14497 SE River Rd.	0	Pre-app. Attended. County expiration timeline.	6/1/18
Pre-Application	2614 SE Tarbell Ave	0	Pre-app. Attended. County expiration timeline.	6/1/18
Pre-Application	15601 SE Meadowlark Ln	Partition	ZPAC0054-18 15601 SE Meadowlark Ln. Pre-app. Attended. County expiration timeline.	6/1/18
Pre-Application	14010 SE Douglas Fir Ct	Partition	ZPAC0069-18 Water utility only. Submitted Pre-app comments	6/1/18
Pre-Application	2614 se tarbell Ave	Partition	ZPAC0049-18 Submitted Pre-app Notes	6/1/18
Pre-Application	16800 SE McLoughlin	Design Review / Commercial	ZPAC0016-18-DR. Auto dealership design review / façade improvements. Pre-app comments submitted. Clack. Co. expiration timeline.	6/1/18



Agenda Item: Call for Public Comment

Item No.: 12 Presenters: N/A

## 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: Business from the Board

Item No.: 13 Presenters: N/A

## 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.

To: Board of Directors, Oak Lodge Water Services District

K.W.

From: Kevin Williams, Director

Re: Jennings Lodge CPO meeting report

- 1. Karen Bjorkland made arrangements to have a Crime Prevention Deputy, Sarah McClurg, from the Sheriffs office come to present crime statistics for the neighborhood. She brought along a Deputy DA who spoke about the Neighborhood Livability project and how they are dealing with nuisance properties and the residents.
- 2. There is a new group forming called the Rivers East Village. The concept is that you have a group of volunteers in Milwaukie Gladstone neighborhoods that could help older people that may need some assistance to help them stay in their homes living independently. The volunteers may do light housekeeping, drive people to the store or medical appointments, perform light maintenance work on the homes or yards. Information is enclosed.
- 3. Mr. Lynn Fisher gave a presentation concerning some proposed changes in the NC PR&D SDC Structure and how they may be used differently to fund Park development and Maintenance now that Happy Valley is gone.
  Commisioner Savas was present and alluded to some good news for our community regarding the Happy Valley suit.
- Terry Gibson provided some information about opportunities for citizens to participate in the process to select a consultant for the Park Avenue Project.
- There was lengthy discussions about how to proceed with the Community Preservationaward and efforts to build connections in the community through the CPO.
- 6. There was a great deal of talk about the ERC property and how the mitigation efforts with the Corps of Engineers and Lenar is moving towards closure. It sounded to me like the Corps and Lenar have gotten together to figure out how to give the community nothing for destroying the property to develop. It remains to be seen.



## Tuesday, May 22, 2018

Church of the Nazarene, 4180 S.E. Jennings Ave.

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- 7:00 p.m. Introductions
  - Treasurer's Report, Approval of Draft Minutes
- 7:07 p.m.\* Neighborhood Livability Project latest on local houselessness and other issues, and what we can do about them Clackamas County Sheriff's Office Crime Prevention Officer Sara McClurg
- 7:40 p.m.\* Rivers East Village project to develop volunteer corps to assist neighbors Kay Weaver
- 7:45 p.m.\* Changes Proposed on System Development Charges Structure for Park Development & Maintenance Lynn Fisher
- 7:50 p.m.\* Opportunities to participate in process to select consultant for the Park Ave. project Terry Gibson
- 8:00 p.m.\* Next Steps with the Community Preservation Award;
  Planning details for the July 24 Jennings Lodge Community Picnic;
  Brainstorming ways to build connections with each other before our formal meetings Jane Morrison
- 8:25 p.m.\* ERC Section 106 Historic Preservation Process update Karen Bjorklund /50 K / CHAPEL OR SEGNS.
- 8:35 p.m.\* Jennings Lodge Land Use
- 8:40 p.m.\* Announcements
  - Schoolyard Farms Announcements Terry Gibson
  - "Oak Lodge Historic Resources Forum" at Rose Villa, 6: 30 p.m. June 4
  - Friends of Oak Lodge Public Library 2nd annual Garden Tour, June 9 (tickets available at Library, online at olcla.org) Stephanie Kurzenhauser

\*Times Tentative

The next Jennings Lodge CPO meeting will be June 26, 2018.

For more information, email jenningslodgecpo@gmail.com

Draft Jennings Lodge CPO 4-24-18 Regular Meeting Minutes

Jennings Lodge Community Planning Organization Meeting Minutes

MODERATOR: Karen Bjorklund DATE: April 24, 2018

RECORDER: Brian Dirks 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.

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

Total Attendance: 34. Voting Members in Attendance: Lisa Bentley, Karen Bjorklund, Grover Jeffrey Bornefeld, Jan Carothers, Brian Dirks, Virginia Foster, Terri Gilreath, Leanna Gornick, Paul Gornick, Curt Kurzenhauser, Stephanie Kurzenhauser, Carol Mastronarde, Pat Reinert, Norm Tolonen, Rita Tolonen, Kevin Williams.

Introductions – All in attendance introduced themselves and stated their connections to Jennings Lodge.

FIRST TOPIC: Sheriff's Office Crime Report

Sgt. Frank Kellogg, Clackamas County Sheriff's Office, answered questions related to crime in the Jennings Lodge area.

SECOND TOPIC: Clackamas Fire District #1 Safety & Life Saving Information
As the Clackamas Fire District #1 representatives were called out just before their presentation,
Stephanie Kurzenhauser read the safety talking points they left. [A copy is attached.]

THIRD TOPIC: Discussion with NCPRD Director Scott Archer on a Jennings Lodge Park Karen introduced the discussion by reading the most recent email from Scott Archer to the Jennings Lodge CPO about efforts to obtain some of the Evangelical property for a park. Scott Archer then answered questions related to creation of a park in Jennings Lodge.

## FOURTH TOPIC: Jennings Lodge Business

- 1. Minutes from the March meeting were approved as written.
- 2. Treasurer's Report / Changing Banks
  Treasurer Grover Jeffrey Bornefeld said the JLCPO bank account is at a bank that is
  now charging a monthly fee. In order to move the account to a different bank with a
  more favorable account policy, it will be necessary to show in the minutes that the
  JLCPO voted to move the account. Lisa Bentley moved that the Treasurer be allowed
  and directed to open a new account at and move CPO funds to a new bank or Credit
  Union. The motion was seconded by Paul Gornick.
  Vote: In favor: 15: Apposed: 0; Abstain: 0.

Draft Jennings Lodge CPO 4-24-18 Regular Meeting Minutes

FIFTH TOPIC: ERC Section 106 Historic Preservation Process

Karen gave an update on the status of the Section 106 Historic Preservation Process for the ERC real property. The process is drawing to a close. The Army Corps of Engineers is looking for an entity to hold historic preservation funds to be received from the developer as compensation for destruction of historic district, and wondered if the Jennings Lodge CPO would be willing to do that.

Carol Mastronarde moved that the JLCPO would accept holding and dispensing historic preservation funds for the community, and would establish and follow policies and procedures to equitably carry that out. Pat Reinert seconded the motion.

Vote: In favor: 15; Apposed: 0; Abstain: 0.

SIXTH TOPIC: Jennings Lodge Community Picnic

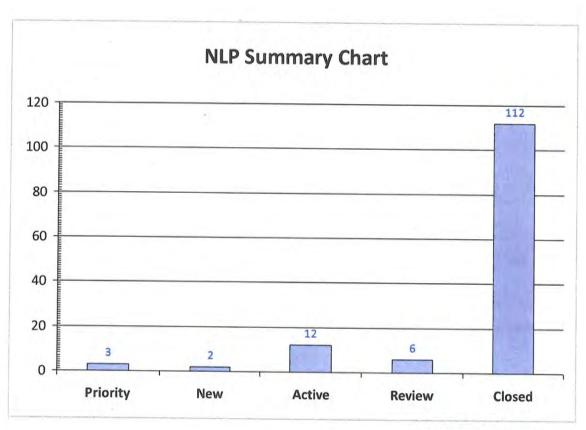
The 3<sup>rd</sup> annual Jennings Lodge Community Picnic is to be held on July 24<sup>th</sup>. A volunteer sign-up sheet to help with the event was passed around.

SEVENTH TOPIC: Jennings Lodge Land Use No new land use applications.

## COMMUNITY ANNOUNCEMENTS:

- Friends of Oak Lodge Public Library 2<sup>nd</sup> Annual Garden Tour. Tour will be on Saturday, June 9<sup>th</sup>. Tour will include five private gardens and two community gardens.
- Oak Grove Trolley Trail Fest. The festival will be on Saturday, August 18th in historic downtown Oak Grove. The Jennings Lodge CPO has been asked if they want to have a booth there. A volunteer sign-up sheet was passed around for those willing to help with the booth.

Meeting Adjourned at 8:43 p.m.

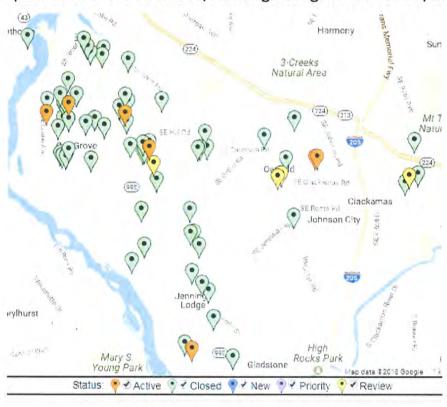


Wednesday, May 02, 2018

# NLP Properties as of 04/26/2018

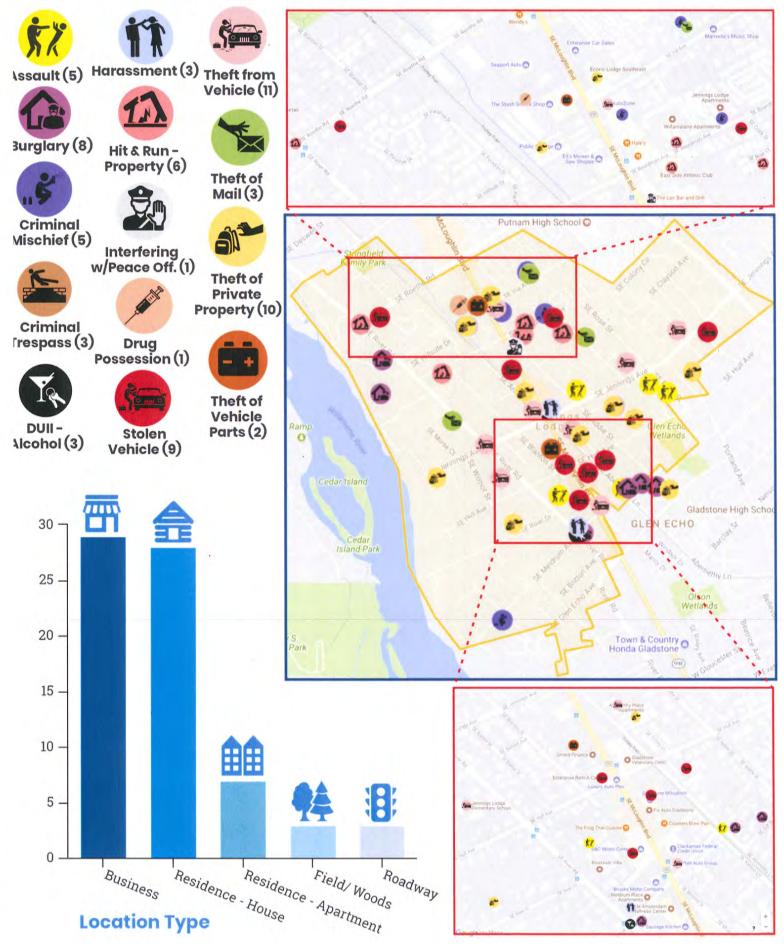


# NLP Properties in the Oak Grove/Jennings Lodge are as of 04/26/2018



# Reported Crimes Occurring within the Boundary of Jennings Lodge, Milwaukie, Oregon Jan 1 - May 21, 2018







We are a group of volunteers in the Milwaukie Gladstone neighborhoods. We are forming a community to help people who want to stay in their homes as they age. With Villages NW, Rivers East Village is preparing to bring volunteers together with seniors who need occasional help at home.

## If you

- Love your Milwaukie/Oak Grove/Gladstone neighborhood?
- Want to stay and age in your own home?
- Worry about the cost of other options?
- Feel you burden family too much?

Rivers East Village may be able to help. Village volunteers help with things like ladder work, transportation to the doctors, minor home repairs, computer instruction, etc. Because it operates with volunteer help, costs can be minimal. Please share this notice with friends, neighbors or family members who may be interested in learning about this project.

Neighbors helping neighbors stay neighbors
Ask to keep informed when services begin: (971) 808-2340 or riverseastvillage@gmail.com

I MIGHT BE INTERESTED IN A NEIGHBORHOOD VILLAGE	
How did you hear about Rivers East Village?	
I think a Village is a good idea for Milwaukie/Gladstone a lam willing to meet again and help shape the organization I would likely volunteer when Village goes live.  I would probably join as a member when Village is ready Keep me in the loop for information.	area. on.
Skills I could offer	
Help I might use	
Name Neighborhood	
Email	_ Phone
Community connections/memberships/organizations	
Ideas to consider	
	(list more on back)





Thursday, June 07, 2018 6:45 PM - 8:30 PM

## **Development Services Building**

First Floor, Room 119/120

150 Beavercreek Road, Oregon City, OR 97045

## **AGENDA**

6:45 p.m.	Pledge of Allegiance	
	Welcome & Introductions Chair Jim Bernard & Mayor Brian Hodson, Co-Chairs	
	<ul><li>Housekeeping</li><li>Approval of May 03, 2018 C4 Minutes</li></ul>	Page 03
6:50 p.m.	<ul> <li>2020 Regional Transportation Bond</li> <li>Presenting: Tyler Frisbee, Metro</li> </ul>	
7:20 p.m.	Transit HB 2017 Update  • Presenting: C4 Transit Subcommittee panel	Page 05
8:05 p.m.	C4 Options Memo Discussion • Presenting: Mayor Brian Hodson	Page 09
8:15 p.m.	<ul> <li>Updates/Other Business</li> <li>Retreat Update</li> <li>JPACT/MPAC Updates</li> <li>Other Business</li> </ul>	
8:30 p.m.	Adjourn	

## **General Information**



Current Voting Me	embership	C4 Exec	C4 Metro	C4 Rural	JPACT	MPAC	R1ACT
Clackamas County	Chair Jim Bernard						
Clackamas County	Commissioner Paul Savas		•				
Canby	Mayor Brian Hodson						
CPOs	Laurie Freeman Swanson (Molalla CPO)		•				
Estacada	Mayor Sean Drinkwine						
Fire Districts	Matthew Silva (Estacada Fire District)						
Gladstone	Mayor Tammy Stempel		•				
Hamlets	Kenny Sernach (Beavercreek Hamlet)						
Happy Valley	Councilor Markley Drake		•				
Johnson City	Vacant						
Lake Oswego	Councilor Jeff Gudman		•				
Milwaukie	Mayor Mark Gamba		•				
Molalla	Mayor Jimmy Thompson						
Oregon City	Mayor Dan Holladay						
Portland	Vacant						
Rivergrove	Mayor Heather Kibbey		•				
Sandy	Councilor Carl Exner						
Sanitary Districts	Nancy Gibson (Oak Lodge Water Services)						
Tualatin	Councilor Nancy Grimes						
Water Districts	Hugh Kalani (Clackamas River Water)						
West Linn	Council President Brenda Perry						
Wilsonville	Mayor Tim Knapp						

## Current Ex-Officio Membership

MPAC Citizen Rep	Vacant
Metro Council	Councilor Betty Dominguez
Port of Portland	Emerald Bogue
Rural Transit	Julie Wehling
Urban Transit	Eve Nilenders

# Frequently Referenced Committees:

CTAC: Clackamas Transportation Advisory Committee (C4 Transportation TAC)

JPACT: Joint Policy Advisory Committee on Transportation (Metro)

**MPAC:** Metro Policy Advisory Committee (Metro)

MTAC: Metro Technical Advisory Committee (MPAC TAC)
R1ACT: Region 1 Advisory Committee on Transportation (ODOT)
TPAC: Transportation Policy Advisory Committee (JPACT TAC)



## **Draft MINUTES**

Thursday, May 3, 2018 6:45 PM - 8:30 PM

## **Development Service Building**

Main Floor Auditorium, Room 115 150 Beavercreek Road, Oregon City, OR 97045

#### Attendance:

Members: Canby: Brian Hodson (Co-Chair); Clackamas County: Jim Bernard (Co-Chair);

Paul Savas; CPOs: Laurie Swanson (Molalla); Martin Meyers (Redland CPO) (Alt.); Gladstone: Tammy Stempel; Hamlets: Kenny Sernach (Beavercreek); Happy Valley: Markley Drake; Lake Oswego: Jeff Gudman; Metro: Shirley Craddick (Alt.); Milwaukie: Wilda Parks (Alt.); Molalla: Elizabeth Klein; Oregon City: Dan Holladay; Sandy: Carl Exner; Sanitary Districts: Nancy Gibson (Oak Lodge); Transit: Julie Wehling (Transit); Eve Nilenders (Trimet); Water Districts: Hugh

Kalani; West Linn: Brenda Perry; Wilsonville: Kristin Akervall (Alt.)

<u>Staff:</u> Trent Wilson (PGA); Chris Lyons (PGA)

**Guests:** Marjorie Stewart (Firwood); Richard Swift (H3S); Nancy Kraushaar (Wilsonville);

Jennifer Hughes (Clackamas County); Tracy Moreland (BCC); John Lewis (Oregon City); Chuck Robbins (H3S); David Marks (CCBA); Jaimie Huff (Happy Valley);

Mary Jo Cartasegna (BCC); Brook Berglund (PGE)

The C4 Meeting was recorded and the audio is available on the County's website at <a href="http://www.clackamas.us/c4/meetings.html">http://www.clackamas.us/c4/meetings.html</a>. Minutes document action items approved at the meeting.

Agenda Item	Action
Approval of April 5, 2018 Minutes	Approved.
Summer Meetings	C4 Executive Committee will meet on May 14 <sup>th</sup> to decide
	whether to hold or cancel the June and July C4 meetings.
2018 Housing Bond	Elissa Gertler (Metro) presented an update on Metro's efforts to develop a general obligation bond measure on affordable housing for the Nov, 2018 ballot. Metro has just released a draft framework on the bond measure and is presenting it to jurisdictions across the region for feedback during the month of May. The Metro Council is expected to consider approving a final measure at the end of May or early June.
Updates/Other Business:	Retreat Update: C4 Retreat registration is now open and all
Retreat Update	are encouraged to attend.
Housing Needs Assessment	

## (State Funds)

- JPACT/MPAC Updates
- Other

Housing Needs Assessment: County staff are pursuing state funding through DLCD to help pay for the Housing Needs Assessment. C4 members agreed to pursue this approach.

Value Pricing: C4 voted to approve the following motion (with one in opposition): "It is the consensus position of C4 that if there is tolling of highways, those revenues go to increased capacities on the highway system."

Transit update: C4 members discussed challenges and opportunities for transit funding through the STIF program.

I-5 Wilsonville Facility Plan: Kristin Akervall announced that ODOT is currently taking public comment through May 29<sup>th</sup> on the I-5 Wilsonville Facility Plan that seeks to address operational problems on I-5 southbound between Wilsonville Road and the Canby-Hubbard off-ramp.

Adjourned at 8:08 p.m.

#### C4 Staff Memo

Re: Clackamas Transit Provider Panel Presnetation on HB 2017

From: Karen Buehrig, Transportation Planning Supervisor

Date: May 31, 2018

#### **Summary**

In February 2018, C4 included in its bylaws a Clackamas Transit Provider Subcommittee. This subcommittee was created in response to the transit funding discussion at the December 2017 C4 meeting. The intention of the subcommittee was to formalize a body that could be responsive to transit specific issues in and around the county, especially in the wake of HB 2017 authorizing funds that will be dedicated to transit agencies.

Since that time, the Transit Provider Subcommittee has been meeting regularly to keep abreast of the rulemaking around the HB 2017 Statewide Transportation Improvement Fund. Attached are the documents "Statewide Transportation Improvement Fund Overview of Draft Rules" and the "STIF Plan Process" flowchart.

The members of the Clackamas Transit Provider Subcommittee will provide an overview of the local processes they are using to identify projects to be included in the STIF Plan. They will also talk about the Clackamas HB 2017 Advisory Committee that is being formed to provide recommendations to the regional Qualified Entity Committee. It is expected that the projects recommended by the Clackamas County HB 2017 Advisory Committee will be folded into the full HB 2017 Plan that will be submitted to the Oregon Transportation Commission (OTC) by TriMet, as the Qualified Entity.

### For additional information, please contact:

Karen Buehrig, Transportation Planning Supervisor karenb@clackamas.us

recommendation to its governing body or board based on its review of the proposed projects' contents according to the criteria in the draft rule. That body will submit STIF Plans to ODOT. ODOT staff will review STIF Plans for completeness and refer each complete STIF Plan to the Public Transportation Advisory Committee (PTAC) for review. PTAC will decide whether to recommend STIF plans to the OTC. If PTAC decides it will not advance all or a portion of a STIF Plan, the Qualified Entity will have 30 days to complete revisions. The OTC will decide whether to accept or deny PTAC's recommended STIF Plans. A schedule and flow chart for this decision-making process is located on page 2 of this fact sheet.

#### Other Formula Fund rules

In addition to the key elements described above, Division 42 includes rules about the Formula Fund cycle, reporting requirements, and capital asset requirements.

## **Key elements of draft Intercommunity Fund and Discretionary Fund rules**

## Purposes

These rules (Chapter 732, Division 44) establish the procedures and requirements necessary for the administration of the Discretionary Fund and Intercommunity Discretionary Fund. The purpose of the Discretionary Fund is to provide a flexible funding source to improve public transportation in Oregon. All project types are eligible for funding, except ongoing operations.

The Intercommunity Discretionary Fund is for improving connections between communities and other key destinations important for a connected statewide transit network. Projects eligible to receive grants under the Intercommunity Discretionary Fund include but are not limited to: capital projects such as vehicles, facilities, equipment and technology as well as mobility management, planning, research and operations. As a competitive funding source, ongoing operations projects are subject to risk of not receiving continuous funding. Public transportation service providers may apply to ODOT directly for these funds.

#### Match

Discretionary Fund applicants are required to demonstrate the ability to provide a match of at least 20 percent of the total project's cost. There are a few exceptions that merit a 10 percent match, such as if the project will predominantly serve or provide access to and from rural communities. Rural communities for this purpose are described as communities outside of urban areas with populations of 50,000 or less. Details on match requirements can be found in the draft rule.

#### **Advisory Committee review**

ODOT will provide a copy of the application to the Qualified Entity associated with the application, as appropriate. Qualified Entity Advisory Committees shall provide a written recommendation to the Qualified Entity's governing body stating whether the OTC should award funding. Committees have the option of submitting a prioritized list of projects. Each Qualified Entity shall submit the recommendation of its advisory committee to ODOT.

### **Project selection**

The draft rules include a list of OTC investment priorities. The OTC may refine its investment priorities with input from PTAC. PTAC will make a funding recommendation to the OTC considering input from Qualified Entity Advisory Committees and Area Commissions on Transportation. OTC will determine whether to accept or reject grant applications for discretionary funding.

#### Other funding rules

In addition to the key elements described above, the draft Discretionary Fund rules address the solicitation and application submission periods, application requirements, recipient qualifications, grant agreement contents, reporting requirements, withholding or repaying of funds, and capital asset requirements.

## **Contact information**

For more information about STIF, please reach STIF Project Manager Karyn Criswell by phone at 503-856-6172 or via email at Karyn.C.CRISWELL@odot.state.or.us

Find additional information about STIF and sign up for email updates at: http://www.oregon.gov/ODOT/ RPTD/Pages/STIF.aspx

Updated: 4/5/2018

For Americans with Disabilities Act or Civil Rights Title VI accommodations, translation/interpretation services, or more information call 503-731-4128, TTY (800) 735-2900 or Oregon Relay Service 7-1-1.







# **Statewide Transportation Improvement Fund Overview of Draft Rules**

## Improving public transportation for Oregonians

With the passage of House Bill 2017, Keep Oregon Moving, the Oregon Legislature made a significant investment in transportation to help advance the things that Oregonians value—a vibrant economy with good jobs, strong communities with high quality of life, a clean environment, and safe, healthy people. A centerpiece of Keep Oregon Moving is the Statewide Transportation Improvement Fund (STIF). This fund provides a new dedicated source of funding to expand public transportation service in Oregon communities.

## Public comment sought on draft rules

Over the past six months, the Oregon Department of Transportation (ODOT) worked with a Rules Advisory Committee to develop draft rules to guide the use and implementation of the fund. The committee's process included opportunities for public input through listening sessions and online surveys. This input was incorporated into the draft language to amend Oregon Administrative Rules Chapter 732, Divisions 40, 42, and 44 that will be considered by the Oregon Transportation Commission (OTC) in 2018.

Review the complete content of the draft rules and provide comment to the ODOT Rules Coordinator:

bit.ly/FundDraftRules

## Participate in rulemaking

Public comment on the draft rules is invited during the rulemaking process. For a copy of the draft rules, current rulemaking schedule, and to comment, go to: bit.ly/FundDraftRules

## Rulemaking schedule

The rulemaking schedule, below, is current as of April 5, 2018, Please visit the ODOT Rulemaking website as the process proceeds to confirm the schedule.

- March 28, 2018 Notice filed with Oregon Secretary of State
- April 1 through April 21, 2018 Public comment period
- April 17, 4-6 p.m. Public hearing at ODOT Region 2 Campus 885 Airport Rd SE, Building X
- June 22, 2018 Oregon Transportation Commission meeting to consider draft rules
- July 1, 2018

Rules go into effect, pending OTC action

## STIF program areas in rulemaking:

#### **Formula Fund**

Ninety percent (90%) of the STIF will be distributed to Qualified Entities based on taxes paid within their geographic area, with a minimum amount of \$100,000 per year to each Qualified Entity.

## **Discretionary Fund**

Five percent (5%) of the STIF will be awarded to eligible public transportation service providers based on a competitive grant process.

## Intercommunity **Discretionary Fund**

Four percent (4%) of the STIF will be used to improve public transportation between two or more communities based on a competitive grant process.

#### **Key elements of draft** Formula Fund rules

These rules establish (Chapter 732, Division 40) the procedures and requirements for the administration of the STIF Formula, Discretionary and Intercommunity Discretionary fund rules to improve public transportation service in Oregon. The content of Division 40 pertains to all three funds.

#### Purpose and use of funds

STIF resources may be used for public transportation purposes that support the effective planning, deployment, operation, and administration of STIF-funded public transportation programs. These uses include, but are not limited to, creating new transit systems and services, maintaining or continuing systems and services, creating plans to improve service, and to meet match requirements for state or federal funds used to provide public transportation services. In 2018, the Oregon Legislature clarified that these funds also may be used for light rail operations expenses.

#### **Advisory Committees**

Advisory Committees are required to assist Qualified Entities in carrying out the purposes of the STIF including advising on the projects to be funded by STIF moneys. Qualified Entities are defined in the draft rule as a county in which no part of a mass transit district or transportation district exists, a mass transit district, a transportation district or an Indian Tribe. A Qualified Entity may use an existing advisory committee, combine committees, or join with another Qualified Entity to may appoint a joint advisory committee as long as the committee meets the STIF requirements established in rule. Each advisory committee must include diverse interests, perspectives, geography and reflect the population demographics of the area. Members will need to be knowledgeable about the public transportation needs of residents or employees in the area.

#### Additional general rule content

The general rules include requirements pertaining to audits and compliance review, accounting, reporting, Qualified Entity management and joint management of STIF moneys, circumstances under which ODOT may withhold payment, and appeal procedures.

#### **Key elements of draft** Formula Fund rules

#### Purpose

These rules (Chapter 732, Division 42) establish procedures and requirements necessary for the administration of the STIF Formula Fund.

#### Formula Fund calculation and disbursement

This draft describes the process, schedule, and requirements for ODOT to estimate the STIF Formula Fund disbursements to Qualified Entities, Qualified Entity calculation of suballocation estimates, ODOT distribution of Formula Funds, and related requirements.

#### Formula funding application process

Public Transportation Service Providers may apply for formula funds through Qualified Entities.

Two or more Qualified Entities may jointly manage STIF moneys dispersed to them if they enter into a written agreement described in the rule. A map of Qualified Entities is available on the STIF website. Qualified Entities will distribute funds to subrecipients as described in the draft rule.

**Public Transportation Service** Providers are defined as a Qualified Entity or a city, county, special district, intergovernmental

entity or any other political subdivision or municipal or public corporation that provides public transportation services.

#### **STIF Plan contents**

STIF Plans will be used as the application for formula funds. They must be written to span at least one biennium and up to two biennia, subject to OTC approval. A STIF Plan must address the transportation needs of people residing in or traveling into and out of the Qualified Entity's

area of responsibility. It must include descriptions of proposed projects, summary of planned and previous STIF Formula Fund expenditures, anticipated benefits, Advisory Committee information, accountability methods, as well as other requirements.

#### **Advisory Committee** review of proposed Formula Fund projects

2019

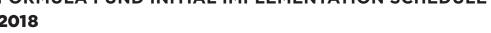
**Advisory Committees are** required to review Public Transportation Service Providers'

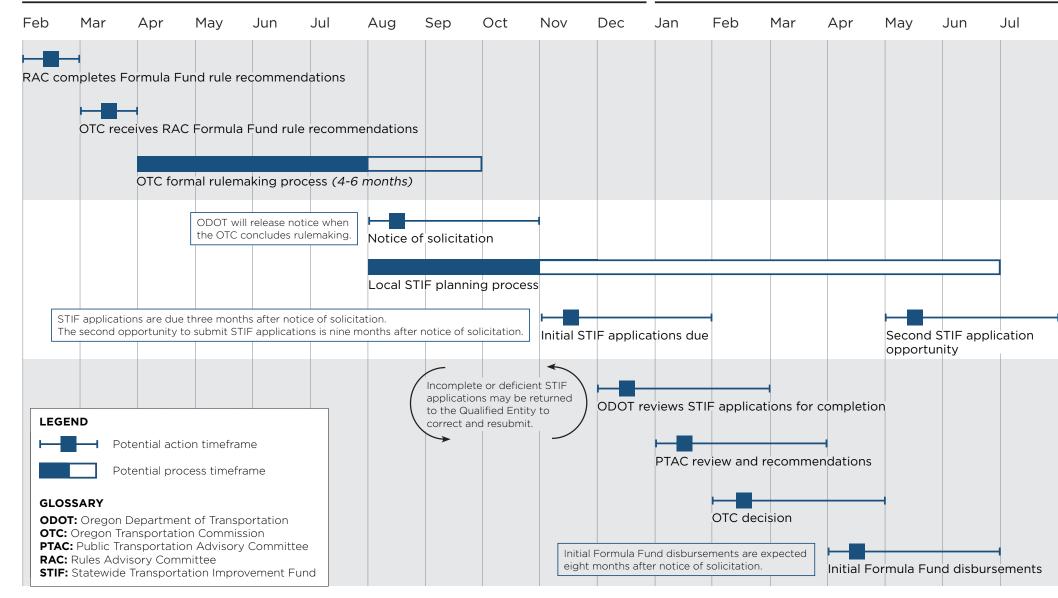
proposed projects and make a funding recommendation to the Qualified Entity's governing body based on the criteria established by this rule. Advisory Committees are required to hold public meetings and conduct themselves consistent with bylaws established by the governing body.

#### **Decision-making for Formula Funds**

The Advisory Committee of a Qualified Entity will make a

#### FORMULA FUND INITIAL IMPLEMENTATION SCHEDULE 2018







#### **STIF Plan Process**

- ODOT provides Formula Fund allocation estimates to QEs
- QEs work with PTSPs to develop sub-allocation method
- QEs form Advisory Committees

**Service Providers** 

PTSPs request STIF Formula Funds through their QE. Requests are based on Local Plans.

The QE may ask PTSPs to amend their requests to comply with STIF Plan requirements.

#### Governing Body of Qualified Entity

The Governing Body of the QE approves the STIF Plan to be submitted to ODOT. The Governing Body may modify the STIF Plan.

## **Qualified Entity**

The QE prepares the STIF Plan to be submitted to ODOT.

#### Advisory Committee

An Advisory Committee provides feedback to the QE on prioritization of projects in the STIF Plan.

ODOT makes STIF Plan assistance available to QEs prior to submittal.

The QE submits the STIF Plan to ODOT.

Incomplete or deficient STIF Plans may be returned to the QE to correct and resubmit.

#### **ODOT Staff**

ODOT Staff reviews the STIF Plan for completeness.



#### Public Transportation Advisory Committee

PTAC recommends OTC approve or reject the STIF Plan.



#### Oregon Transportation Commission

OTC accepts or rejects PTAC's recommendation.

#### **FINISH**

- ODOT disburses quarterly payments to QEs
- QEs provide quarterly reports to ODOT

#### **Overview:**

After hearing concerns from some Mayors about the effectiveness of the Clackamas County Coordinating Committee (C4), the County offered to provide C4 structure alternatives for discussion at the May 3, 2018 Mayors/Chair/Managers meeting. It should be noted that this is not a change recommended by the County, but the County is interested in making sure our city partners find value in their participation in C4.

#### **Perceived Issues:**

- Membership is too large, sometimes difficult to reach a quorum
- All Mayors do not consistently attend C4 meetings
- C4 members do not report back to or seek input from their jurisdictions
- Urban/Rural makeup creates challenges among members when deciding on specifically urban or rural issues
- Special District or community members make decisions on projects outside of their authority or jurisdiction boundaries

#### **Alternatives:**

#### 1. Remain as-is:

C4's makeup is a strong reflection of every city, county, community and Special District in the county. The obvious districts that are missing are law enforcement and school districts.

- <u>Pros</u>: C4 is uniquely built to have all areas of the county represented by the variety of jurisdictions, districts, and communities.
- Cons: Addresses no perceived issues. Tension still remains. Cities likely to disengage with C4.

#### 2. Remain as-is, but update quorum issues:

C4's 24 member voting structure is complicated by the fact that some members traditionally do not attend (Tualatin and Rivergrove) or have vacant positions (Barlow, Johnson City, Portland, Villages). Quorum could be redefined to be active voting members attending the meeting. Vacant positions would remain C4 members but not count towards the quorum requirement.

- <u>Pros</u>: Communities/jurisdictions still feel included.
- Cons: Group remains large. Could foster a "come-and-go" attitude of members.

#### 3. Washington County Model:

Washington County's coordinating committee is made up of one county commissioner and a representative from each city, usually the Mayor.

Washington County's coordinating committee was created with a very specific purpose: allocation of MSTIP funds collected by the county for transportation projects. It has since evolved as a forum for other regional topics, but predominately focuses on transportation issues only.

- <u>Pros</u>: Group would be smaller, discussions tighter and relevant to jurisdiction decisions. The difference between C4 and C4 Metro Subcommittee would be 4 members (the rural cities) and meetings could be either consolidated into one meeting or kept separate for urban/rural specific needs.
- <u>Cons</u>: Still does not resolve the urban/rural divide issue, but that may vanish if just cities are involved. The Special District and community seats would feel disenfranchised and left out of important decisions making.

#### 4. Ex-Officio Model:

C4 already has 5 Ex-Officio positions. If the goal is for C4 members to be elected officials of cities and the county, the Special District and community seats could all become Ex-Officio members, who may participate in discussions but would not have a vote.

- <u>Pros</u>: Decisions would be made by the jurisdictions most impacted (cities and the county) and all would still have a voice in the discussions.
- <u>Cons</u>: While the decision making group would be smaller, the discussion group would be the same size. Meetings could still be polarizing. Special District representatives are also elected and would feel disenfranchised.

#### 5. Reduction in Special District and Community Seats:

A modest change could be made so that 1 voting seat at C4 represents all Clackamas communities (hamlets, villages, and CPOs) and 1 voting seat represents all Special Districts (fire, water, sewer).

- <u>Pros</u>: Would be responsive to perceived issues without totally eliminating the Special District and community seats.
- <u>Cons</u>: Would not entirely address all perceived issues. Special District and community seats would lose representation.

#### 6. Dissolve C4:

The perceived issues at C4 are communicated, usually, as hindrances by the bylaws, infrastructure of the membership, and historical need. A complete dissolution of the program could eliminate all problems, but leaves the gap of still needing to have a coordinating committee for funding recommendations and regional policy positioning. A dissolution would need to be followed up with a summit between the cities and county to redesign the future of the coordinating committee, draft new bylaws and mission.

- <u>Pros</u>: A summit would put everything on the table regarding perceived issues, thus ensuring those issues are addressed. Could allow Clackamas jurisdictions a unique opportunity to "reset" and create a new structure that better serves all jurisdictions.
- <u>Cons</u>: Special Districts and community members will be left out. The timing is poor for this action in advance of the anticipated regional bond measures for housing and transportation.

#### **Recommendation:**

Staff recommends a fuller conversation at C4 itself about these options. Cities have the majority vote at C4 and, if aligned, could make the structural changes the Mayors desired.

## Where does your weather forecast come from?



### National Weather Service Portland, Oregon



## weather.gov/portland mobile.weather.gov

www.nwrfc.noaa.gov (Northwest River Forecast Center) www.cpc.ncep.noaa.gov (Climate Prediction Center)





(NWS Portland)



Call us 24/7/365 at

503-261-9246

# Update on Seasonal Conditions & Summer Weather Outlook

Andy Bryant
National Weather Service
Portland, Oregon
June 6, 2018





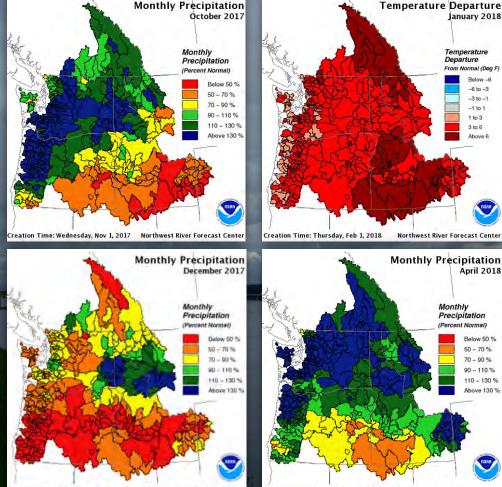
### Overview

- Quick review of winter and spring conditions
- Seasonal water supply forecasts for a few area rivers
- Summer outlook

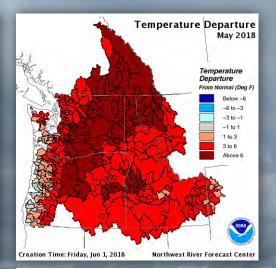


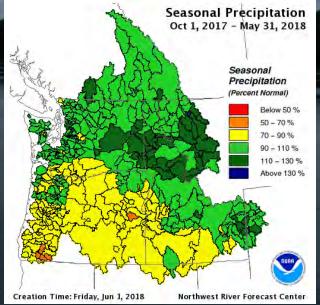


## Winter/Spring 2017-18 Review



These are some monthly highlights for the Columbia Basin during this water year. For more details, visit www.nwrfc.noaa.gov/water supply/wy summary/wy summary.php?tab=2

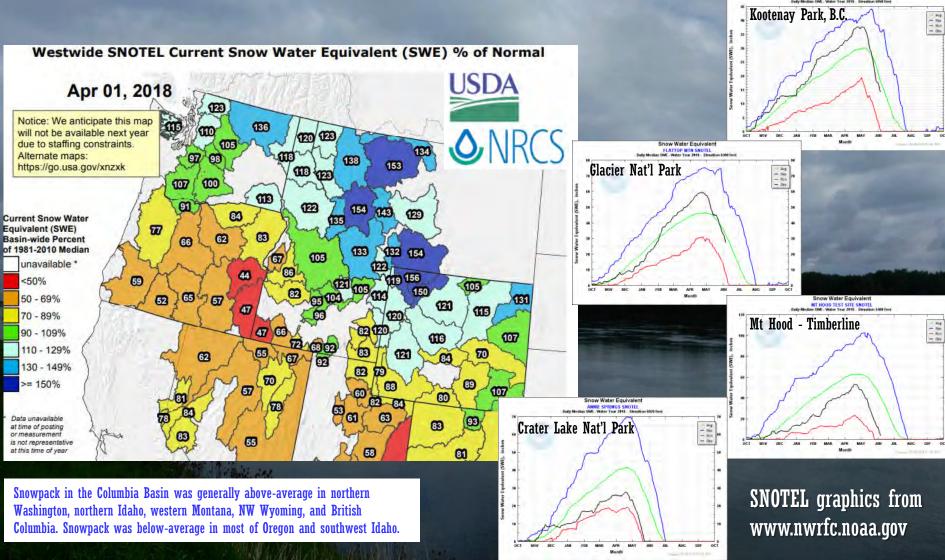








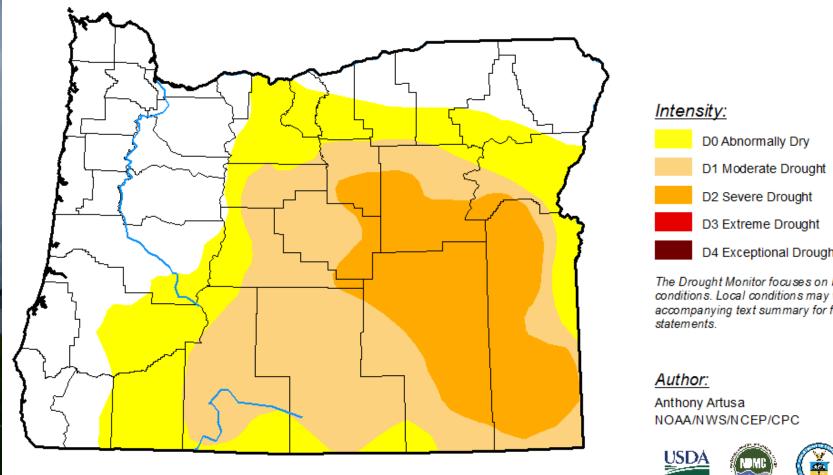
Seasonal Snowpack







### Drought Monitor



D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. See accompanying text summary for forecast







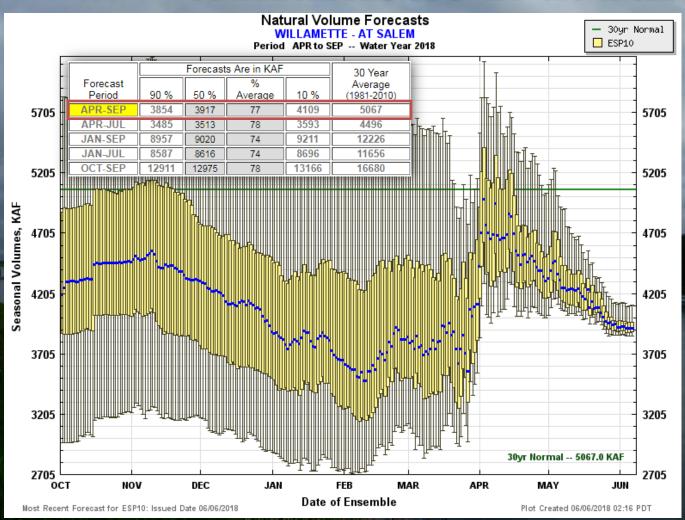


http://droughtmonitor.unl.edu/





# Seasonal Water Supply Forecasts Willamette R at Salem

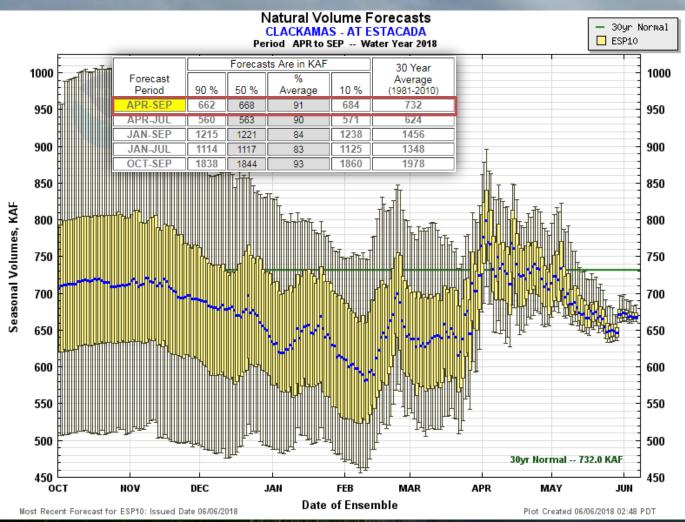


This chart shows the evolution of the daily Ensemble Streamflow Prediction for the April-September runoff volume, starting at the beginning of the water year through the current date. The blue dot is the mean of each daily ensemble run. The text box shows the forecast for the April — September and other periods.





## Seasonal Water Supply Forecasts Clackamas R at Estacada

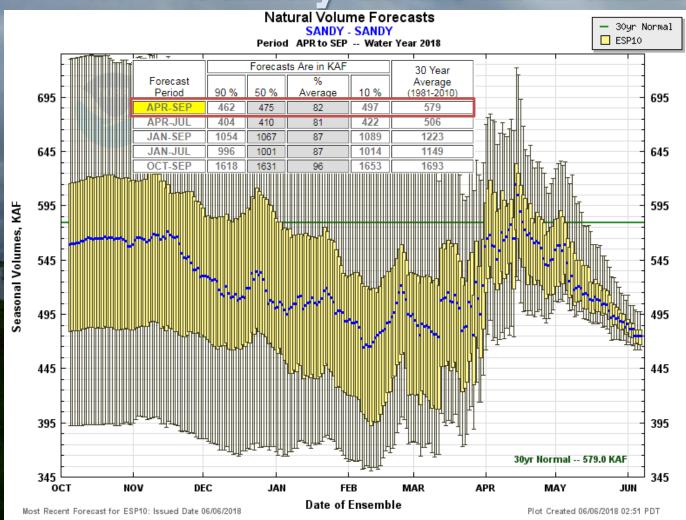


This chart shows the evolution of the daily Ensemble Streamflow Prediction for the April-September runoff volume, starting at the beginning of the water year through the current date. The blue dot is the mean of each daily ensemble run. The text box shows the forecast for the April — September and other periods.





# Seasonal Water Supply Forecasts Sandy R near Bull Run

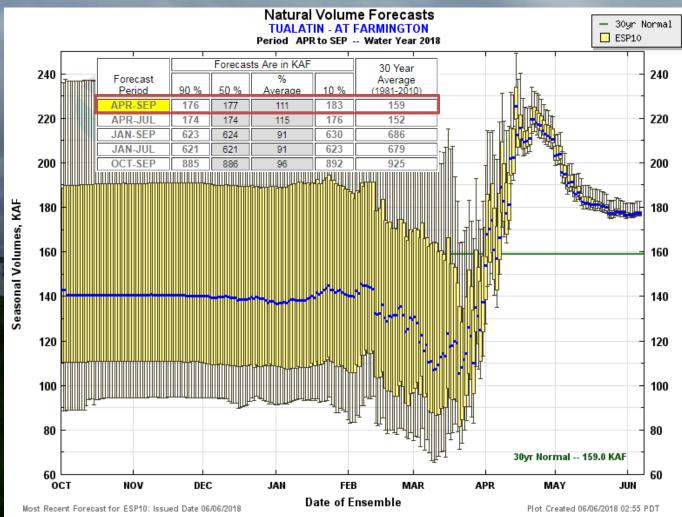


This chart shows the evolution of the daily Ensemble Streamflow Prediction for the April-September runoff volume, starting at the beginning of the water year through the current date. The blue dot is the mean of each daily ensemble run. The text box shows the forecast for the April — September and other periods.





# Seasonal Water Supply Forecasts Tualatin R at Farmington

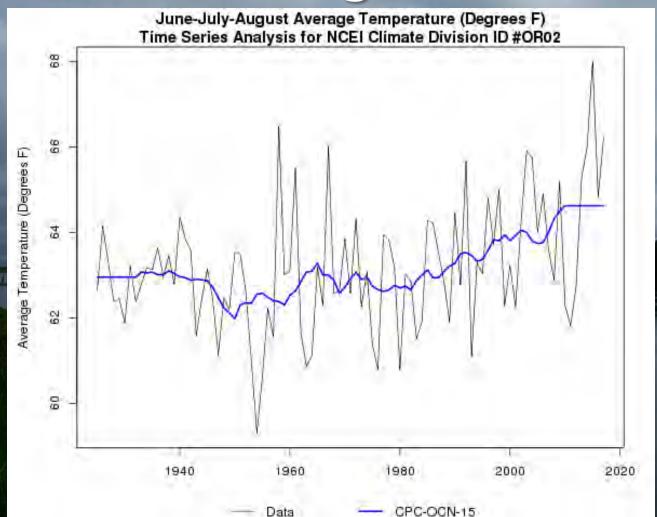


This chart shows the evolution of the daily Ensemble Streamflow Prediction for the April-September runoff volume, starting at the beginning of the water year through the current date. The blue dot is the mean of each daily ensemble run. The text box shows the forecast for the April — September and other periods.





## June-July-August Temperatures: Long-Term Trend

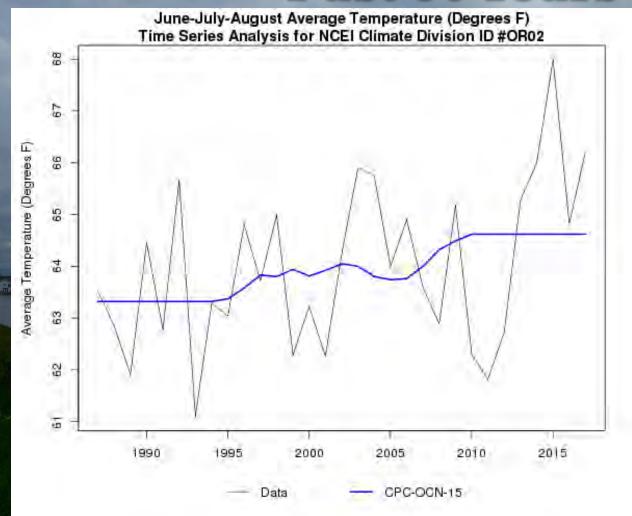


This chart shows the 3-month average for the daily average temperature averaged for multiple climate stations in the Willamette Valley, plotted for years 1927 — 2017.





## June-July-August Temperatures: Past 30 Years

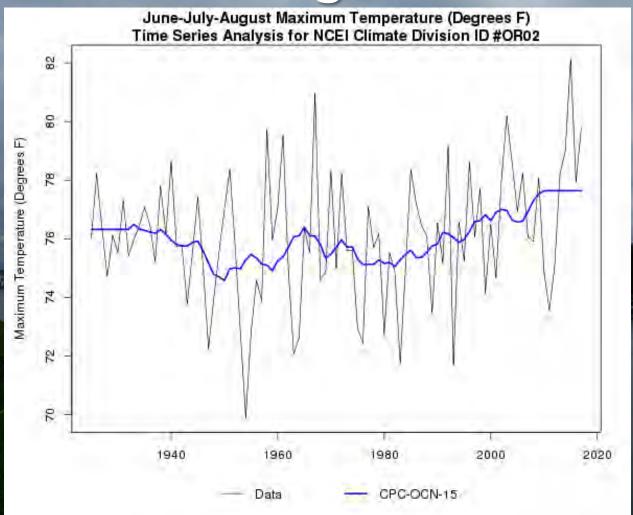


This chart shows the 3-month average for the daily average temperature averaged for multiple climate stations in the Willamette Valley, plotted for years 1987 — 2017.





## June-July-August <u>Max</u> Temperatures: Long-Term Trend

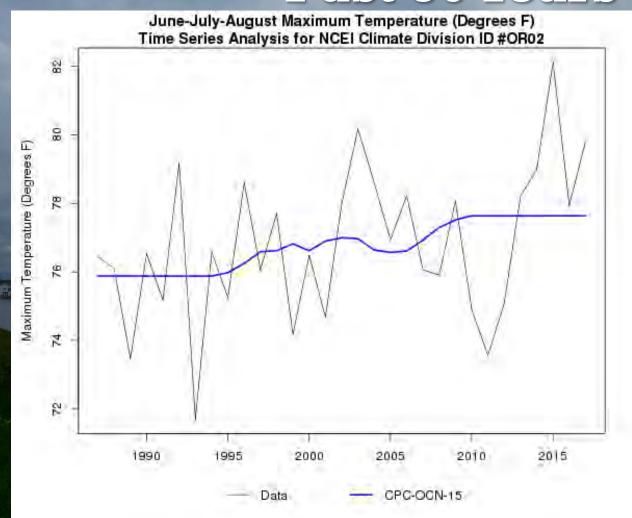


This chart shows the 3-month average for the daily maximum temperature averaged for multiple climate stations in the Willamette Valley, plotted for years 1927 — 2017.





## June-July-August Max Temperatures: Past 30 Years

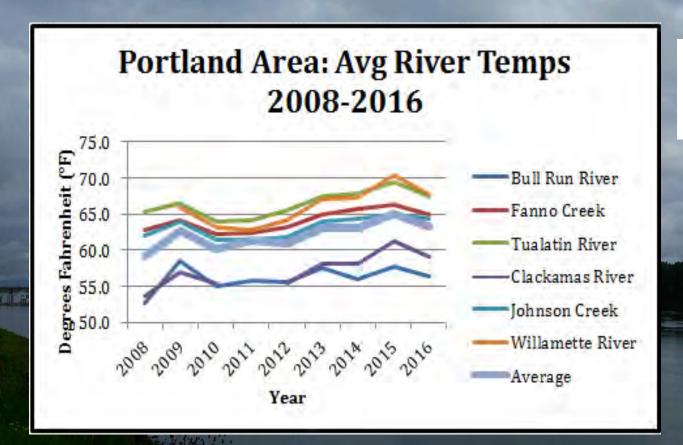


This chart shows the 3-month average for the daily maximum temperature averaged for multiple climate stations in the Willamette Valley, plotted for years 1987 — 2017.





## **Area River Temperatures**



This chart shows graphs of river temperature for multiple creeks and rivers in the Portland area, along with the average of all the rivers.



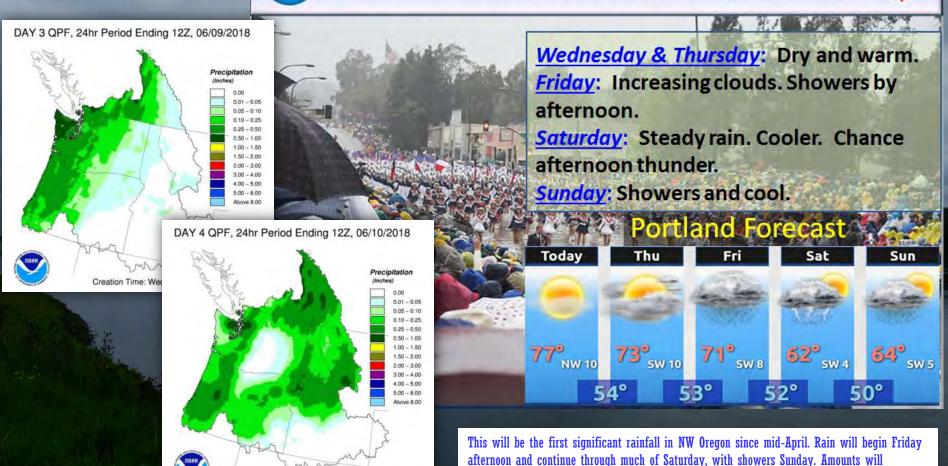


### Summer Outlook: This Week



### **Weather Change Starting Friday**





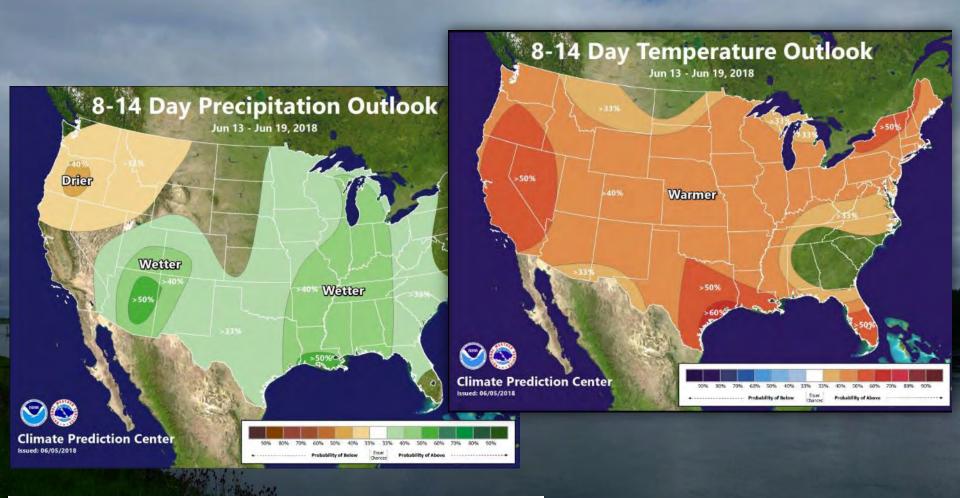
generally be a half-inch to an inch.





Creation Time: Wed Jun 6 13:53:26 UTC 2018

### Summer Outlook: Next Week



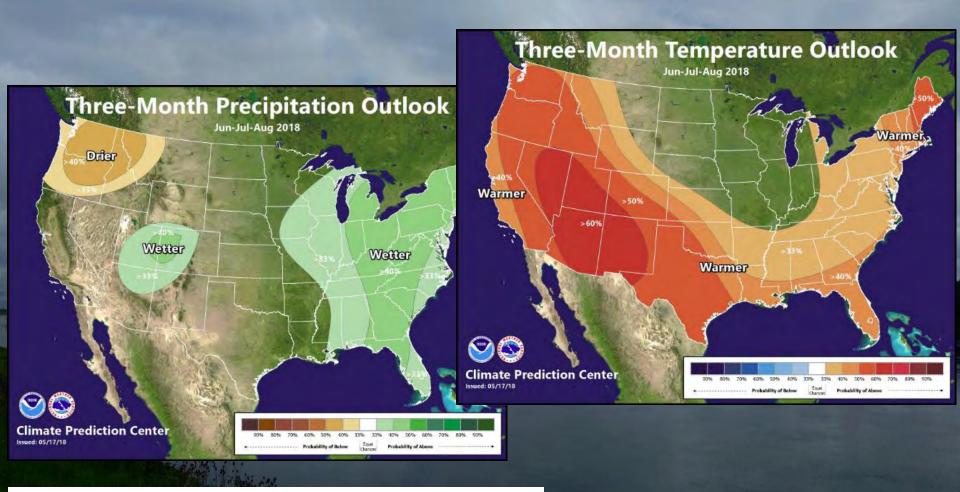
Visit www.cpc.ncep.noaa.gov for the latest 8-14 day, monthly, and seasonal outlooks.







### Summer Outlook: June - August



Visit www.cpc.ncep.noaa.gov for the latest 8-14 day, monthly, and seasonal outlooks.





