CLACKAMAS RIVER WATER

BOARD OF COMMISSIONERS REGULAR MEETING



Held at 16770 SE 82nd Dr. Clackamas, OR 97015

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

March 9, 2023 at 6:00pm

AGENDA

Public Comment: If a member of the public wishes to address the Board during a meeting, they are encouraged to inform Board staff through email to kholzgan@crwater.com no later than 4pm the day of the meeting. If a person will attend the meeting through Zoom and wishes to provide public comment, prior notice to kholzgan@crwater.com no later than 4pm on the day of the meeting is required in order to ensure access. The notice should include the following information: (1) Full name; (2) Address/City/ZIP; (3) Email address or phone number to be used to access the Zoom meeting, so it can be unmuted; (4) District/Organization/Public; and (5) Topic of your public comment and or specific agenda item you wish to speak on.

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

Anyone who wishes to attend the meeting remotely by Zoom may do so by internet at https://us02web.zoom.us/j/87960341533 or by calling the following number 1 719 359 4580 and join meeting/ 87960341533#. **Passcode:** 044694

REGULAR MEETING -@ 6:00pm

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

a. Approval of the Agenda

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

Action Items

- 1. First Reading by Title Only of Resolution 10-2023 Amending Local Contract Review Board Rules Todd Heidgerken, General Manager
- 2. Consider the Purchase of Information Technology (IT) Equipment Exceeding the General Managers Signature Authority- Todd Heidgerken, General Manager
- 3. Consider Construction Amendment to the Intergovernmental Agreement (IGA) with Clackamas County for Linwood Ave. Waterline Project- Joe Eskew, Engineering Manager

Consent Agenda

- CA-1: Gross Payroll and Accounts Paid: February 2023 Jason Kirkpatrick, Chief Financial Officer
- CA-2: Cash Position and Transfers: February 2023 Jason Kirkpatrick, Chief Financial Officer

Informational Reports

- 4. Update on Strategic Plan Todd Heidgerken, General Manager
- 5. Management Report Todd Heidgerken, General Manager

NEXT PAGE

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

Commissioner Business

7. Commissioner Reports and Reimbursements

Adjourn regular meeting

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

CLACKAMAS RIVER WATER

REGULAR BOARD MEETING

March 9, 2023

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Conduct First Reading, by Title Only, of Res. 10-2023, Amendment to Local Contract Review Board Rules 110-012, Contract Exceptions and Exemptions

DRAFT MOTION

Move that the CRW Board Approve Todd Heidgerken, General Manager to Conduct the First Reading by title only of Resolution 10-2023

EFFECTIVE DATE

None

PRINCIPAL STAFF

PERSON

Todd Heidgerken, General Manager

BOARD ACTION REQUESTED

Consider First Reading by Title Only of the Resolution Amending Local Contract Review Board Rules—10-2023

DOCUMENTS ATTACHED

Resolution 10-2023

Agenda Summary

BACKGROUND

CRW has seen the benefit of entering into on-call agreements with vendors to perform a variety of small projects. An amendment to CRW's Local Contract Review Board Rules is desirable to clarify that when CRW has established a master agreement with an on-call contractor through competitive bidding, CRW may enter into individual contracts for individual projects subject to the master agreement without additional competitive bidding.

ANALYSIS

Included in CRW's current Local Contract Review Board (LCRBs) Rules is a provision for "Special Procurements" that are exempt from competitive bidding. Resolution 10-2023 adds a fifteenth class that would permit the procurement of services from a contractor for a project without competitive bidding when the contract is entered into pursuant to and subject to the terms of a master agreement that was procured through competitive bidding.

The special procurement would still be subject to the General Manger's procurement authorization amounts so procurements exceeding the General Manager's authority would still require approval by the Board.

STAFF RECOMMENDATION

Direct staff to conduct the First Reading of Resolution 10-2023 by title only.

CLACKAMAS RIVER WATER

RESOLUTION 10-2023

A RESOLUTION AMENDING LOCAL CONTRACT REVIEW BOARD RULES

WHEREAS, this Resolution was given a first reading at the Regular Meeting of the Clackamas River Water Board of Commissioners on March 9, 2023; and

WHEREAS, this Resolution was given a second reading at the Regular Meeting of the Clackamas River Water Board of Commissioners on April 13, 2023; and

WHEREAS, after consideration the Board of Commissioners finds that Clackamas River Water Local Contract Review Board Rules should be revised to permit the procurement of services from a contractor for a project without competitive bidding when the contract is entered into pursuant to and subject to the terms of a master agreement that was procured through competitive bidding;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF CLACKAMAS RIVER WATER THAT Clackamas River Water Local Contract Review Board Rule 110-012 is amended to read as follows:

110-012 Public Contract Exceptions and Exemptions

Unless exempted by the Public Contracting Code, these Rules or by the Board, all public contracts issued by the District shall be based upon a competitive solicitation process. The following public contracts are exempt from the competitive solicitation process:

- a. Contracts made with other public agencies or the federal government, including but not limited to cooperative procurements;
- b. Contracts made with qualified non-profit agencies providing employment opportunities for disabled individuals;
- c. Emergency Procurements
- d. Sole-Source Procurements
- e. Small Procurements (under \$10,000 annually)
- f. Special Procurements Special procurements may be class special procurements or contract-specific special procurements. For contract-specific procurements, the District shall follow the exemption procedures authorized by the Public Contracting Code. Below is a list of Class Special Procurements that are exempt from competitive bidding under these Rules:
 - Personal services contracts as described and defined in these Rules, including professional service contracts. Professional service contract shall include but

- not be limited to attorneys, accountants, auditors, engineers; land surveyors, field specific experts, appraisers and rate consultants (See additional provisions relating to professional service contract contained in Rule 130.)
- 2. Distribution and Treatment system related Equipment Repair, Maintenance and Overhaul
- 3. Contracts for Price Regulated Items Contracts where rates are regulated or otherwise set by governmental agencies or through a public hearing process pursuant to law (for instance electricity, natural gas and title insurance)
- 4. Laboratory Services & Equipment
- 5. Copyrighted Materials and Periodicals
- 6. Purchases of Used Personal Property
- 7. Advertising Contracts
- 8. Investment Contracts The District invests public funds pursuant to the District's Investment Policy
- Communication or Information systems and service contracts. These types of contracts include information systems services and equipment including, informational technology services, telecommunications, security and other integrated systems
- 10. Insurance and Related Insurance Service Contracts
- 11. Grants
- 12. Lease, acquisition or disposal of real property
- 13. Energy Savings Performance Contracts
- 14. Services performed by a contractor engaged by a third party to perform services on behalf of the third party at a location where services on behalf of the District are necessary or desirable, and where the PCO finds that coordination of services for CRW by the third-party contractor with services by the contractor for the third party would (i) result in substantial cost savings for the District or for the public, or (ii) otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with the requirements of a competitive solicitation process.
- 15. Contracts with contractors for projects that are entered into pursuant to and subject to the terms of a master agreement with the contractor that was procured through competitive bidding, including contracts established through cooperative procurement.

For each of the above class-special procurements, based upon findings submitted by the PCO, the Board finds that the awarding of these contracts is unlikely to encourage favoritism or to substantially diminish competition in the awarding of public contracts and further is reasonably expected to result in substantial cost savings to the District and the public or otherwise substantially promotes the public interest in a manner that could not practicably be realized through the procedures described in the Public Contracting Code.

- g. Contracts entered into, issued or established in connection with:
 - The incurring of debt by the District, including but not limited to the issuance of bonds, certificates of participation, and other debt repayment obligations, and any associated contracts, agreements or other documents, regardless of whether the obligations that the contracts, agreements or other documents establish are general, special or limited;
 - 2. The making of program loans and similar extensions or advances of funds, aid or assistance by the District to a public body for the purpose of carrying out, promoting or sustaining activities of programs authorized by law.
 - 3. The investment of funds by a public body as authorized by law, and other financial transactions of the District.
- h. Contracts for employee benefit plans described in ORS 243 or other provisions of law.
- i. Any other public contracting of the District specifically exempted from competitive bidding by another provision of law.
- j. Affirmative Action Contracts Public contracts may be let without competitive bidding to disadvantaged business enterprises (DBEs) which are defined under Federal law and other regulations, or to individuals or firms certified as minority, women or emerging small business enterprises (as those terms are defined by Oregon Law), where the District has determined that a set-aside contract is justified under the circumstances. The District's PCO shall follow the procedures as specified in these Rules for such contracts.
- k. Contracts for the procurement of chemicals relating to water treatment
- I. Contract Amendments provided that the monetary amount of the amendment is within the amounts authorized by these Rules.

INTRODUCED AND ADOPTED THIS 13 DAY OF APRIL, 2023, BY THE BOARD OF COMMISSIONERS OF CLACKAMAS RIVER WATER.

CLACKAMAS RIVER WATER

BY: _		
	Sherry French, Board President	
BY: _		
	Naomi Angier, Board Secretary	

CLACKAMAS RIVER WATER REGULAR BOARD MEETING

March	9.	2023

SUBJECT

Consider Purchase of Information Technology (IT) Equipment Exceeding the

General Managers Signature Authority

DRAFT MOTION

I move the Board to approve the purchase of Information Technology (IT) equipment and approve the General Manager to authorize the payment not to exceed \$95,150.

EFFECTIVE DATE

March 9, 2023

PRINCIPAL STAFF

PERSON

Todd Heidgerken, General Manager

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

DOCUMENTS ATTACHED None

Agenda Summary

BACKGROUND

CRW has been progressing on improving our Information Technology System. Maintaining an up to date, reliable and secure information technology environment insures the confidentiality, integrity and availability of critical information and systems. The general lifespan of a server is about 3-5 years. Two CRW servers are six years old. Because technology is constantly improving and changing, outdated systems are vulnerable to a security breach. Outdated systems will start having problems that could result in those systems crashing and a loss of data. Microsoft Operating Systems 'Windows Server2012R2' support will end on October 10, 2023, without Microsoft security updates the two servers will be vulnerable to cyber-attacks. The two servers house all virtual servers for CRW business applications, just to name a few the financial server, engineering ArcGIS, and backflow systems.

ANALYSIS

CRW was originally planning on the replacement of the servers as part of the 2023-2025 budget process. Given the delay on other capital outlay items, there is funding to implement this purchase in the current budget.

STAFF

RECOMMENDATION

Approve the IT equipment purchase cost in an amount not to exceed \$95,150.

CLACKAMAS RIVER WATER

REGULAR BOARD MEETING

SUBJECT Consider Construction Amendment to the Intergovernmental

Agreement (IGA) with Clackamas County for Linwood Ave. Waterline

Project.

DRAFT MOTION Move to approve the First Amendment to the IGA with Clackamas County

for design services associated with Water System relocations during the SE

Linwood Improvement Project.

EFFECTIVE DATE March 9, 2023

PRINCIPAL STAFF

PERSON

Joseph D. Eskew PE – Engineering Manager

BOARD ACTION

REQUESTED

The Board is requested to authorize the IGA.

DOCUMENTS

Exhibit A – Project Map

ATTACHED Exhibit B – First Amendment to IGA

Exhibit C – Original IGA

Agenda Summary

BACKGROUND

At the July 14, 2022 regular board meeting, the CRW Board of Commissioners approved the IGA with Clackamas County for design services associated with the water system improvements on the Linwood Avenue Improvements Project. The IGA presently includes the design, drafting and technical specification work for the water relocations to be included in the project contract documents.

The County has publicly advertised the project (including CRW water work), has received bids and selected a contractor, The MEI Group. The bid amount for CRW construction work is \$115,050 which is 28% below the engineers estimate of \$148,000.

This IGA amendment adds the construction cost to the agreement with the County. The proposed IGA will allow the water system conflict relocations to be constructed by a single contractor and within the contractor's schedule without a separate procurement process.

STAFF

RECOMMENDATION

Staff recommends approval and signature of the IGA amendment as presented.

Project Details

The Linwood Improvements Project is a Clackamas River Water (CRW) Capital Improvement Project to replace and relocate water services and meters and fire hydrants during a Clackamas County road improvement project. This project consists of replacing approximately 40 domestic services with meters, 8 fire hydrants and other miscellaneous facilities. Construction will be along Linwood Rd. between Monroe St. and Johnson Creek Blvd. in Clackamas County, OR.

Construction Cost: Approximately \$328,000

Benefits: This project is necessary to relocate meters and replace service pipe along the roadway to be widened by Clackamas County. The existing water main is adequately sized but the existing service pipe is primarily galvanized steel. If the system improvements are not completed, the service pipe is at risk of leaking under the new roadway and the meters will be inconsistently located throughout the corridor.

Construction Schedule and Impacts

Schedule:

Design: July 2021 - January 2023

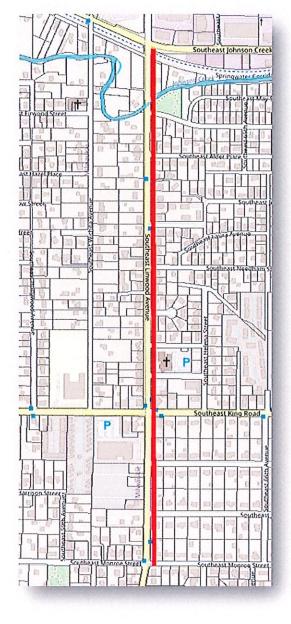
Construction: March 2023 - December 2023 (in conjunction with

Clackamas County Road Improvements)

Time of Day Affected:

Monday - Friday, 7:00 a.m. - 5:00 p.m.

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



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

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

16770 SE 82nd Drive, Clackamas, Oregon 97015 | 503-722-9220 | www.crwater.com Hours: Monday – Thursday 7:30 a.m. – 5:00 p.m., Friday 7:30 a.m. – 4:00 p.m.





EXHIBIT B

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS RIVER WATER AND THE CLACKAMAS COUNTY DEVELOPMENT AGENCY RELATED TO THE SE LINWOOD AVE. IMPROVEMENT PROJECT

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS RIVER WATER AND THE CLACKAMAS COUNTY DEVELOPMENT AGENCY RELATED TO THE SE LINWOOD AVE. IMPROVEMENT PROJECT ("Amendment") is entered into effective as of ________, 2023, between the CLACKAMAS COUNTY DEVELOPMENT AGENCY, the urban renewal agency of Clackamas County ("Agency"), and CLACKAMAS RIVER WATER ("CRW"), a domestic water district organized under ORS chapter 264.

RECITALS

- A. Agency and CRW are parties to that certain Intergovernmental Agreement dated effective as of July 28, 2022, (the "Intergovernmental Agreement"), related to certain improvements within the SE Linwood Ave. roadway more particularly described in the Intergovernmental Agreement.
- B. The terms of the Intergovernmental Agreement provide that it would be necessary to amend the Intergovernmental Agreement to include construction in the event the parties chose to move forward with the Project, as that term is defined in the Intergovernmental Agreement.
- C. CRW and the Agency have determined it is in the public interest to proceed to construction of the Project and wish to amend the terms of the Intergovernmental Agreement to provide for the delivery and payment of the construction phase of the Project.

AGREEMENT

1. Amendment to Section 1. Section 1 of the Intergovernmental Agreement which reads:

<u>Term.</u> This Agreement becomes effective as of the last date of signature by a Party indicated below. Unless terminated earlier pursuant to Section 5 of this Agreement, this Agreement will expire upon the completion of each and every obligation of the Parties set forth in this Agreement, or by December 31, 2023, whichever is sooner.

Is hereby deleted in its entirety and is replaced with the following:

<u>Term.</u> This Agreement becomes effective as of the last date of signature by a Party indicated below. Unless terminated earlier pursuant to Section 5 of this Agreement, this Agreement will expire upon the completion of each and every obligation of the Parties set forth in this Agreement, or by March 31, 2024, whichever is sooner.

2. <u>Amendment to Section 2.a.</u> Section 2.a of the Intergovernmental Agreement which reads:

CRW agrees to the scope of work set out in Exhibit A. Before the Agency solicits bids for construction of the improvements contemplated by the Project, CRW will review the plans produced by Agency's consultant in connection with the Project and the procurement materials, and will identify any changes required to meet CRW's needs for the Project. If the parties agree to amend this Agreement as provided in Subsection 2(e) of this Agreement, CRW will certify in writing that the design and associated plans provided by the Agency have been reviewed by CRW and are satisfactory in all respects for purposes of procuring construction services in connection therewith. If the Parties do not amend this Agreement as provided in Subsection 2(e), Agency's consultant will not perform Tasks 6 and 7 in Exhibit A and CRW will not be responsible for any expense associated with those tasks.

Is hereby deleted in its entirety and is replaced with the following:

CRW agrees to the scope of work set out in Exhibit A. Before the Agency solicits bids for construction of the improvements contemplated by the Project, CRW will review the plans produced by Agency's consultant in connection with the Project and the procurement materials, and will identify any changes required to meet CRW's needs for the Project. If the parties agree to amend this Agreement as provided in Subsection 2(e) of this Agreement, CRW will certify in writing that the design and associated plans provided by the Agency have been reviewed by CRW and are satisfactory in all respects for purposes of procuring construction services in connection therewith.

- 3. Exhibit A of the Intergovernmental Agreement is hereby deleted in its entirety and is replaced with the document attached to this Amendment identified as "Exhibit A Scope of Work"
- 4. Exhibit C of the Intergovernmental Agreement is hereby deleted in its entirety and is replaced with the document attached to this Amendment identified as "Exhibit C Project Design and Construction Costs"
- 5. <u>Counterpart; Email.</u> This Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment. Facsimile or email transmission of any signed original of this Amendment, and retransmission of any signed facsimile or email transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm transmitted signatures by signing an original document.
- 6. <u>Confirmation</u>. The Intergovernmental Agreement is hereby amended and modified in accordance with the terms of this Amendment. Except as expressly modified by this Amendment, the Intergovernmental Agreement and all its terms and provisions are hereby acknowledged, approved, ratified and confirmed and shall be and remain in full force and effect.

IN WITNESS HEREOF, the parties have ex	secuted this Amendment effective as of the date first written above.
Clackamas County Development Agency	Clackamas River Water
Chair: Tootie Smith	Name: Sherry French Title: CRW Board of Commissioners President
Date	Date

EXHIBIT A

SCOPE OF WORK

Design Scope of Work:

Clackamas River Water District (CRW) desires to have HHPR, who is under contract with the Clackamas County Development Agency, provide Engineering Services as required to incorporate various CRW elements of work into the overall SE Linwood Avenue Improvement Project. Specific elements of CRW design work to be incorporated are detailed in Exhibit 1 (attached). The Scope of Services is as follows:

Task 1: Design Drawing Preparation

Prepare design drawing modifications incorporating the water service and fire hydrant replacement locations, notes and details for review and approval by Clackamas River Water District. Project plan and profile sheets will be utilized to note and identify the water improvements.

The following additional sheets are anticipated:

Up to two (2) detail sheets

Task 2: Design and Review Comments

Preliminary design has been completed by CRW and provided to HHPR. HHPR will incorporate CRW's design into the existing project drawings and the new CRW sheets and provide a copy of modified sheets to CRW for review. CRW's review will be independent of any % complete review set, as we are currently approaching 100% completion. Upon receipt, CRW will provide review comments within 1 week to allow any required revisions to be incorporated into the final plans.

Task 3: Final Plan Submittal - Bid Document Preparation

Prepare final construction drawings for bidding and construction. Submit final drawings to Clackamas River Water District for final review and approval. Make minor corrections as needed (issue changes as addenda if required).

Task 4: Prepare Project Specifications and Engineer's Estimates

Prepare special provisions for the installation of the water improvements, and other construction elements of the project. Provide a bid schedule for the project, along with an engineer's estimate. Incorporate project specifications in the 2021 APWA/ODOT format for bidding with Clackamas County. Bid schedule shall include the elements in Exhibit 1.

Task 5: Bidding Assistance

HHPR will answer questions during the bidding process, and with assistance from CRW, provide written or verbal clarification of CRW water related bid items and/or plans as requested.

Task 6: Construction of Improvements

The Agency will include the CRW water service improvements identified in Exhibit 1 and Exhibit C in the construction contract for Linwood Avenue. The Agency's selected contractor will construct the improvements per the approved construction plans and bid documents.

Task 7: Inspection Services (Contingent on Amendment to Proceed with Construction)

HHPR will provide general inspection services during installation of the water components, concurrent with other inspection tasks. Track quantities for payment. Provide daily inspection notes (provide copies to CRW on a weekly basis). It is assumed that the water improvements will require 4 weeks to complete, and that the inspector will be present 10% of this time. CRW will provide primary inspection of CRW work and will participate in final walkthrough and generation of punch list items. CRW will provide review of submittals and RFI's.

Task 8: As-Built Drawings (Contingent on Amendment to Proceed with Construction)
Complete as-built drawings of the project to reflect changes made during construction. The as-built drawings will be generated from contractor and inspector notes (new survey will not be completed). Provide digital Autocad and PDF files to CRW.

EXHIBIT 1

CLA93 - SE Linwood Avenue Improvement Project Clackamas River Water Project Work

3/8/2022

Sheet	Description	3/8/2022
5	0 each - Reconstruct Long Side Water Service	
,	2 each - Reconstruct Short Side Water Service	
	0 each - Remove and Replace Valve Box	
	1	
	O each - Remove and Replace Fire Hydrant	
5.1	0 each · Reconstruct Long Side Water Service	
	0 each - Reconstruct Short Side Water Service	
	0 each - Remove and Replace Valve Box	
	0 each · Remove and Replace Fire Hydrant	
5.2	0 each - Reconstruct Long Side Water Service	
	0 each - Reconstruct Short Side Water Service	
	0 each - Remove and Replace Valve Box	
	0 each - Remove and Replace Fire Hydrant	
5.3	3 each - Reconstruct Long Side Water Service	
	1 each - Reconstruct Short Side Water Service	
	1 each - Remove and Replace Valve Box	
	0 each - Remove and Replace Fire Hydrant	
	, , , , , , , , , , , , , , , , , , ,	
5.4	3 each - Reconstruct Long Side Water Service	· · · · · · · · · · · · · · · · · · ·
	6 each - Reconstruct Short Side Water Service	
	1 each - Remove and Replace Valve Box	
	1 each - Remove and Replace Fire Hydrant	
5,5	5 each - Reconstruct Long Side Water Service	
	6 each - Reconstruct Short Side Water Service	
	0 each - Remove and Replace Valve Box	
	1 each - Remove and Replace Fire Hydrant	
5.6	2 each - Reconstruct Long Side Water Service	
.	6 each - Reconstruct Short Side Water Service	
	1 each - Remove and Replace Valve Box	
	1 each - Remove and Replace Fire Hydrant	
	1 each · Construct PRV Assembly	
5.7	2 each - Reconstruct Long Side Water Service	
	1 each - Reconstruct Short Side Water Service	
	1 each - Remove and Replace Valve Box	
	0 each - Remove and Replace Fire Hydrant	
5.8	0 each - Reconstruct Long Side Water Service	
	0 each - Reconstruct Short Side Water Service	
	6 each - Remove and Replace Valve Box	
	1 each - Remove and Replace Fire Hydrant	

EXHIBIT C
PROJECT DESIGN AND CONSTRUCTION COSTS

Design Fee	1000000									
Roadway Design Services for Linwood Avenue-				5						
Clackamas County	Principal/Project Manager	Project Engineer/Construction Manager	Assistant PM/Public Involvement	Civil Engineer/Structural Engineer	Senior Civil Designer	QC Engineer	Civil Designer/Inspector	Cad Technician	Expenses	TOTAL BY TASK
2022 STANDARD RATES	-	,	, -	, ,	, •,	. •	, –	, •	1	ı
TASK 11: Clackamas River Water (CRW) Design Services	44,434	1 1/2 1/4		4. 4.1. 4.4. 3	12.44.44	1444.44	14.44.1.1	111111	*****	1.1.5 5 1 1 1 1 5 5 1 1 1 1 1 5
11.A Preparation of Plans		2					4			\$ 1,020.00
11.B Design and Review Comments		4					24			\$ 4,440.00
11.C. Final Plan Submittal - Bid Document Preparation		2					4		1	\$ 1,020.00
11.D. Prepare Project Specifications and Engineer's Estimates	4	4					4			\$ 2,340.00
11.E. Bidding Assistance	2	2				ĺ				\$ 870.00
11.F. Inspection Services	2	2					16			\$ 3,270.00
11.G. As-Built Drawings		2					16			\$ 2,820.00
	8	18	0	0	0	0	68	0	\$ -	\$ 15,780.00
	\$225	\$210	\$160	\$175	\$170	\$225	\$150	\$125		

CONS	TRUCTIO	ON BID COSTS					
ITEM	SPEC	DESCRIPTION		QUANTITY		NIT PRICE	TOTAL
Part 11	100 - Wate	er Supply Systems			iii		
	01170	Install Long Side Water Service	EACH	15	\$	2,600.00	\$ 39,000.00
	01170	Install Short Side Water Service	EACH	21	\$	2,300.00	\$ 48,300.00
	01160	Remove, Replace and Relocate Fire Hydrant	EACH	4	\$	5,800.00	\$ 23,200.00
	01150	Remove and Replace Valve Box	EACH	10	\$	275.00	\$ 2,750.00
	01170	Install Pressure Reducing Valve Assembly	EACH	1	\$	1,800.00	\$ 1,800.00
	<u> </u>	Water Supply Systems Subtotal	<u> </u>				\$ 115,050.00

Total Costs \$ 130,830.00

INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS RIVER WATER AND THE CLACKAMAS COUNTY DEVELOPMENT AGENCY RELATING TO THE SE LINWOOD AVENUE IMPROVEMENT PROJECT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into between Clackamas River Water, a domestic water district organized under ORS chapter 264 ("CRW"), and Clackamas County Development Agency, a corporate body politic ("Agency"), collectively referred to as the "Parties" and each a "Party."

RECITALS

- A. This Agreement is entered into pursuant to ORS 190.010, which confers authority on local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreements, its officers or agencies have authority to perform.
- B. The Agency is currently planning the SE Linwood Avenue Improvement Project, which is an extension of improvements being completed by the City of Milwaukie on SE Linwood Avenue and will redesign the SE Linwood Avenue corridor from SE Monroe Road to SE Johnson Creek Boulevard. The SE Linwood Avenue Improvement Project will complete missing sidewalk sections and bike lane connections by installing a multi-use path on either side of the street improving safety and connectivity for pedestrians, cyclists, and motorists. The Project also includes updates to existing stormwater facilities to improve stormwater management.
- C. As part of the Agency's SE Linwood Avenue Improvement Project, the Agency will undertake the CRW Water System Appurtenance Relocation Project (the "Project") that will include the work identified in **Exhibit A** to this Agreement, and which lies within the SE Linwood Avenue roadway in an area identified in **Exhibit B** to this Agreement (the "Project Area"). CRW is planning the Project to replace existing water services, fire hydrants and appurtenances within the Project Area as part of the Project.
- D. At the time this Agreement is executed, the Project will be limited to design and engineering work. The Parties will amend Exhibits A and C as necessary at a later date to include construction of the required water system upgrades as part of the Project.
- E. The Parties desire to provide the basis for a cooperative working relationship for the purpose of providing design and construction services as part of the Project.
- F. CRW and Agency have determined it is in the public interest to cooperate in the planning and execution of the Project.

AGREEMENT

Now, therefore, based on the foregoing, the Parties agree as follows:

1. <u>Term.</u> This Agreement becomes effective as of the last date of signature by a Party indicated below. Unless terminated earlier pursuant to Section 5 of this Agreement, this Agreement will expire upon the completion of each and every obligation of the Parties set forth in this Agreement, or by December 31, 2023, whichever is sooner.

2. <u>CRW's Obligations.</u>

- Scope of Work. CRW agrees to the scope of work set out in a. Exhibit A. Before the Agency solicits bids for construction of the improvements contemplated by the Project, CRW will review the plans produced by Agency's consultant in connection with the Project and the procurement materials, and will identify any changes required to meet CRW's needs for the Project. If the parties agree to amend this Agreement as provided in Subsection 2(e) of this Agreement, CRW will certify in writing that the design and associated plans provided by the Agency have been reviewed by CRW and are satisfactory in all respects for purposes of procuring construction services in connection therewith. If the Parties do not amend this Agreement as provided in Subsection 2(e), Agency's consultant will not perform Tasks 6 and 7 in Exhibit A and CRW will not be responsible for any expense associated with those tasks.
- b. <u>Project Coordination</u>. CRW's liaison, identified below in Section 7 of this Agreement, shall coordinate design requirements, assist in developing bid items and quantities, and assist the Agency when necessary to provide responses to requests for information from bidders and contractors. CRW will provide engineering review, comments, information or approval, as required to the Agency or to the Agency's consultant, currently Harper Houf Peterson Righellis, Inc. ("HHPR"), for purposes of fulfilling the purpose of this Agreement.
- c. <u>Project Inspections and Testing</u>. CRW is responsible for costs associated with design review, field inspection and material testing related to the Project.
- d. <u>Payment Obligations</u>. CRW will be responsible for all costs associated with the work identified in Exhibit A to this Agreement,

not to exceed the amount specified in **Exhibit C**. CRW further agrees:

- i. To reimburse the Agency for administrative costs the Agency incurs in the administration of the Project, not to exceed One Thousand Dollars (\$1,000.00).
- ii. To pay Agency within 30 days of the receipt of the Agency's invoice to CRW.
- e. CRW agrees to amend this Agreement to allow the Agency to contract for the construction of the required water system upgrades as part of the Project based on the winning bid resulting from Agency's procurement process incorporating those design plans approved in writing by CRW. CRW may not unreasonably withhold its consent to amend this Agreement as provided in this subsection except where Agency and CRW mutually agree that the winning bid is unacceptable. For purposes of this Agreement. The Parties agree that bids that exceed the CRW engineer's estimate as shown in **Exhibit D** by 25% for the work associated with the Project would be deemed to be unacceptable unless CRW agrees to proceed with those bids.

3. <u>Agency's Obligations.</u>

- a. <u>Scope of Work.</u> The Agency will contract for the scope of work set out in Exhibit A. Before soliciting bids for construction of the improvements contemplated by the Project, Agency will obtain CRW's written certification of the plans produced by HHPR in connection with the Project and of the procurement materials, which approval shall not be withheld unreasonably.
- b. <u>Management of the Project</u>. The Agency will manage the Project, as set forth in Exhibit A of this Agreement, and administer the associated engineering, design and construction contracts.
- c. <u>Project Professional and Project Cost</u>. Agency has hired HHPR to design the Project. CRW shall be responsible for those Project costs as set forth in **Exhibit C** to this Agreement.
- d. <u>Invoice Obligations</u>. Agency will invoice CRW within the first week following the last working day of each calendar month in which work is performed on CRW's behalf. With the exception of the administrative costs described in Section 2(d)(i), Agency shall not invoice CRW, and CRW shall not be liable for, amounts in excess of

that which is listed in Exhibit C, unless the Parties amend this Agreement by modifying the scope of work set out in Exhibit A.

Attachments. The Parties understand and agree that Exhibit A, Exhibit B, Exhibit C and Exhibit D are attached and incorporated into this Agreement as if fully set forth herein.

5. Termination.

- a. CRW and Agency, by mutual written agreement, may terminate this Agreement at any time.
- Either CRW or Agency may terminate this Agreement in the event b. of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within thirty (30) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such thirty (30) day period, this provision shall be complied with if the breaching Party begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
- c. CRW or Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- d. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project.
- e. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

6. <u>Indemnification</u>.

a. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency agrees to

indemnify, save harmless and defend CRW, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to person or property caused by the negligent or willful acts of the Agency or its officers, elected officials, owners, employees, agents or its subcontractors or anyone over which the Agency has a right to control.

b. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, CRW agrees to indemnify, save harmless and defend the Agency, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of CRW or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which CRW has a right to control.

7. Party Contacts.

 Joseph D. Eskew or his designee will act as liaison for CRW for the Project.

Contact Information:

Joseph D. Eskew Clackamas River Water 16770 SE 82nd Drive Clackamas OR 97015 O: (503)723-2565, M: (503)747-8520 jeskew@crwater.com

b. Ken Itel or his designee will act as liaison for Agency for the Project.

Contact Information:

Ken Itel
Clackamas County Development Agency
150 Beavercreek Road
Oregon City OR 97045
(503) 742-4324
KennethIte@clackamas.us

c. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

8. **General Provisions.**

- Oregon Law and Forum. This agreement shall be construed a. according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- Applicable Law. The Parties hereto agree to comply in all ways b. with applicable local, state and federal ordinances, statutes, laws and regulations.
- Non-Exclusive Rights and Remedies. Except as otherwise C. provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- Record and Fiscal Control System. All payroll and financial d. records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- Access to Records. The Parties acknowledge and agree that each e. Party shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- Debt Limitation. This Agreement is expressly subject to the debt f. limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

- g. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- h. Integration, Amendment and Waiver. Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- i. Interpretation. The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- j. Independent Contractor. Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- k. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the Agency or CRW.
- No Assignment. No party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this

Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.

- m. Nonwaiver of Government Rights. Subject to the terms and conditions of this Agreement, by making this Agreement, the Agency is specifically not obligating itself, Clackamas County, or any other governmental entity with respect to any discretionary governmental action relating to the Project or any associated development, operation and use of the improvements to be constructed on the Project Area, including, but not limited to, condemnation, comprehensive planning, rezoning, variances, environmental clearances or any other governmental County approvals that are or may be required.
- n. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile, or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute and original.
- Authority. Each Party represents that is has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.
- p. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

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

Clackamas County Development Agency	Clackamas River Water
Jatu Smil	Sherry French
Chair: Tootie Smith	Name: Sherry French Title: CRW Board of Commissioners President
07/28/2022	June 14, 2022
Date	Date

EXHIBIT A

SCOPE OF WORK

Design Scope of Work:

Clackamas River Water District (CRW) desires to have HHPR, who is under contract with the Clackamas County Development Agency, provide Engineering Services as required to incorporate various CRW elements of work into the overall SE Linwood Avenue Improvement Project. Specific elements of CRW design work to be incorporated are detailed in Exhibit 1 (attached). The Scope of Services is as follows:

Task 1: Design Drawing Preparation

Prepare design drawing modifications incorporating the water service and fire hydrant replacement locations, notes and details for review and approval by Clackamas River Water District. Project plan and profile sheets will be utilized to note and identify the water improvements.

The following additional sheets are anticipated:

• Up to two (2) detail sheets

Task 2: Design and Review Comments

Preliminary design has been completed by CRW and provided to HHPR. HHPR will incorporate CRW's design into the existing project drawings and the new CRW sheets and provide a copy of modified sheets to CRW for review. CRW's review will be independent of any % complete review set, as we are currently approaching 100% completion. Upon receipt, CRW will provide review comments within 1 week to allow any required revisions to be incorporated into the final plans.

Task 3: Final Plan Submittal – Bid Document Preparation

Prepare final construction drawings for bidding and construction. Submit final drawings to Clackamas River Water District for final review and approval. Make minor corrections as needed (issue changes as addenda if required).

Task 4: Prepare Project Specifications and Engineer's Estimates

Prepare special provisions for the installation of the water improvements, and other construction elements of the project. Provide a bid schedule for the project, along with an engineer's estimate. Incorporate project specifications in the 2021 APWA/ODOT format for bidding with Clackamas County. Bid schedule shall include the elements in Exhibit 1.

Task 5: Bidding Assistance

HHPR will answer questions during the bidding process, and with assistance from CRW, provide written or verbal clarification of CRW water related bid items and/or plans as requested.

Task 6: Inspection Services (Contingent on Amendment to Proceed with Construction)

HHPR will provide general inspection services during installation of the water components, concurrent with other inspection tasks. Track quantities for payment. Provide daily inspection notes (provide copies to CRW on a weekly basis). It is assumed that the water improvements will require 4 weeks to complete, and that the inspector will be present 10% of this time. CRW will provide primary inspection of CRW work and will participate in final walkthrough and generation of punch list items. CRW will provide review of submittals and RFI's.

Task 7: As-Built Drawings (Contingent on Amendment to Proceed with Construction)

Complete as-built drawings of the project to reflect changes made during construction. The as-built drawings will be generated from contractor and inspector notes (new survey will not be completed). Provide digital Autocad and PDF files to CRW.

CLA93 - SE Linwood Avenue Improvement Project Clackamas River Water Project Work

3/8/2022

Sheet	<u>Description</u>
5	0 each - Reconstruct Long Side Water Service
	2 each - Reconstruct Short Side Water Service
	0 each - Remove and Replace Valve Box
	O each - Remove and Replace Fire Hydrant
5.1	0 each - Reconstruct Long Side Water Service
	0 each - Reconstruct Short Side Water Service
	0 each - Remove and Replace Valve Box
	0 each - Remove and Replace Fire Hydrant
5.2	0 each - Reconstruct Long Side Water Service
	0 each - Reconstruct Short Side Water Service
	0 each - Remove and Replace Valve Box
	0 each - Remove and Replace Fire Hydrant
5,3	3 each - Reconstruct Long Side Water Service
	1 each - Reconstruct Short Side Water Service
	1 each - Remove and Replace Valve Box
	0 each - Remove and Replace Fire Hydrant
5,4	3 each - Reconstruct Long Side Water Service
	6 each - Reconstruct Short Side Water Service
	1 each - Remove and Replace Valve Box
	1 each - Remove and Replace Fire Hydrant
5.5	5 each - Reconstruct Long Side Water Service
	6 each - Reconstruct Short Side Water Service
	0 each - Remove and Replace Valve Box
	1 each - Remove and Replace Fire Hydrant
5.6	2 each - Reconstruct Long Side Water Service
	6 each - Reconstruct Short Side Water Service
	1 each - Remove and Replace Valve Box
	1 each - Remove and Replace Fire Hydrant
	1 each - Construct PRV Assembly
5.7	2 each - Reconstruct Long Side Water Service
	1 each - Reconstruct Short Side Water Service
	1 each - Remove and Replace Valve Box
	0 each - Remove and Replace Fire Hydrant
5.8	0 each - Reconstruct Long Side Water Service
	0 each - Reconstruct Short Side Water Service
	6 each - Remove and Replace Valve Box
	1 each - Remove and Replace Fire Hydrant

EXHIBIT B
PROJECT AREA

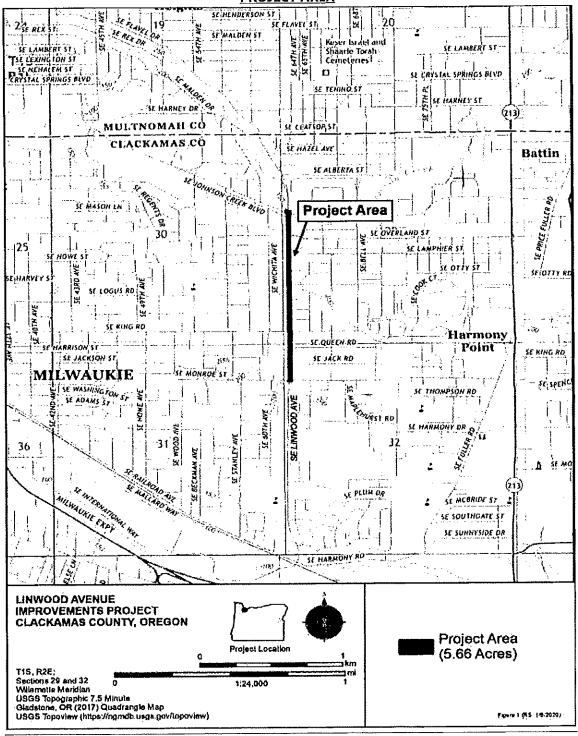


EXHIBIT C

PROJECT ENGI	NFFRING	COST

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Roadway Design Services for Linwood Avenue- Clackamas County April 21, 2022	al/Project Manager	Engineer/Construction Manager	nt PM/Public Involvement	Engineer/Structural Engineer	Civil Designer	Engineer	anign syling pector	chriclan	ımantal Scientist	10	ape Architect	Surveyor	Technician	Craw Chief	nant Parson			l by task	
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TASK 11: Cisokamus River Water (CRV) Design Services		Ι				· ·			1				Γ						1
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11.8 Design and Review Comments - Water Heter Hyrdrant Relocations		4	T				24											\$ 4,400)
11.C. Final Plan Submittal - Bid Document Preparation		2					4											\$ 1,020.0	<u>1</u>
11.D. Prepare Project Specifications and Engineer's Estimates	4	4					4										L	\$ 2340.0	
11.E. Bidding Assistance	2	2		L		<u> </u>											<u> </u>	\$ 870.0	
11.F., hspection Services	2	2	L				16		<u></u>			L				ļ		\$ 3,270,0	
11.G. As-Bult Drawings		2		<u> </u>	L	<u> </u>	16	ļ.,		<u> </u>			L	<u> </u>		L.		\$ 2,820.0	J \$ 15,780.00
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EXHIBIT D ESTIMATED CONSTRUCTION COST

		ESTIMATED CONSTRUCTION	-051					
Linwood l	mp	rovements	:					
Clackamas (Cou	nty		i i				
			ĺ	? •			<u>i</u>	
ESTIMATED	CO	NSTRUCTION COSTS	i] [En	gineer	
ITEM SPE	Ć.	DESCRIPTION	UNIT	QUANTITY	UŅ	IIT PRICE	整整	TOTAL 🏗
Part 1100 + V	Vate	r Supply Systems						
011	40	Install Long Side Water Service	EACH	15	\$	3,500,00	\$	52,500.0
011	40	Install Short Side Water Service	EACH	22	\$	2,500.00	\$	55,000.0
011	40	Remove, Replace and Relocate Fire Hydrant	EACH	4	\$	6,000.00	\$	24,000.0
011	40	Remove and Replace Valve Box	EACH	10	\$	1,500.00	\$	15,000.0
011	40	Install Pressure Reducing Valve Assembly	EACH	1	\$	1,500.00	\$	1,500.0
		 Water Supply Systems Subtotel		<u> </u>			<u></u>	148.000.0



DAN JOHNSON MANAGER

DEVELOPMENT AGENCY

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

July 28, 2022

Development Agency Board Board of County Commissioners Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement Between Clackamas River Water and the Clackamas County Development Agency Relating to the Linwood Avenue Improvement Project. Total Value is \$163,780. Funding through Clackamas River Water. County General Funds are not involved.

Purpose/Outcomes	Approval of an Intergovernmental Agreement outlining terms related to design and construction of improvements to Clackamas River Water facilities located within the Linwood Avenue Improvement Project area.
Dollar Amount and	Not to exceed \$15,780.00 for design work and an estimated \$148,000
Fiscal Impact	for construction of improvements.
Funding Source	Reimbursement from Clackamas River Water funds
Duration	Until all work is complete or December 31, 2023, whichever is sooner
Previous Board	The Board approved proceeding with a design contract for the Linwood
Action/Review	Improvements project on 10/31/2019 and approved a subsequent contract
	amendment on 07/29/2021.
Strategic Plan Alignment	Build public trust through good government.
Counsel Review	Reviewed and approved by Counsel on 6/28/22 (Nate Boderman)
Procurement	(Please check yes or no for procurement review. If the answer is "no,"
Review	please provide an explanation.)
	1. Was the item processed through Procurement? yes □ no ⊠
	2. Item was not processed through Procurement as it is an IGA.
Contact Person	Ken Itel, 503-742-4324, kennethite@clackamas.us

BACKGROUND:

The Development Agency is nearing completion of the design of the Linwood Avenue Improvement Project. The design consultant coordinated with affected utilities in order to minimize conflicts with their facilities. With a project of this scale, there are instances where conflicts cannot be avoided and utilities need to be relocated.

Clackamas River Water (CRW) has water lines and related structures requiring relocation. In the interest of efficiency, CRW requested our consultant prepare design drawings to be used

for construction. The Intergovernmental Agreement (IGA) commits CRW to reimburse the Agency for costs associated with design. The IGA also assumes construction of CRW facilities will be included as part of the Agency project, provided costs are mutually acceptable. An estimated construction cost is included in the IGA. The IGA may be amended in the future to include the actual cost of construction of CRW facilities as part of the overall project, with reimbursement of those costs by CRW. Any design or construction costs for CRW facilities will be reimbursed in full to the Agency.

RECOMMENDATION:

Staff recommends the Board approve the Intergovernmental Agreement with Clackamas River Water relating to the Linwood Avenue Improvement Project.

Respectfully submitted,

Ken Itel
Development Agency Senior Project Planner

Attachments:

Intergovernmental Agreement

CLACKAMAS RIVER WATER

Agenda Item – CA-1

REGULAR BOARD MEETING

March 9, 2023

SUBJECT	Gross Payroll and Accounts Paid					
DRAFT MOTION	Move to approve the consent agenda items as presented					
EFFECTIVE D ATE	March 9, 2023					
Principal Staff Person	Jason Kirkpatrick, Chief Financial Officer					
Board Action Requested	Acknowledge receipt of information as part of the approval of the consent agenda.					
DOCUMENTS ATTACHED	 Earnings Statements for February 2023, Payrolls – 2 payrolls – \$263,252 Monthly Check History for February 2023 - \$569,612 (net) 					

WEEK 06 BATCH 7712

43 PAYS

0 Employees With Overflow Statement 001614 001629

SEQ 001629

0 Overflow Statement 1 Total Statement

First No.

Last No.

Total ADPCHECK ADPCHECK 00000000000

Checks: Vouchers:

00000060001 00000060043 00000000014

Earnings Statement

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

CHECK STUFFING, RECONCILIATION

131809.23 GROSS

83430.50 NET PAY (INCLUDING ALL DEPOSITS)

12152.53 FEDERAL TAX

7961.12 SOCIAL SECURITY

1861.88 MEDICARE

.00 MEDICARE SURTAX

.00 SUI/DI/FLI/MLI TAX

7785.15 STATE TAX

.00 LOCAL TAX

102048.55 DEDUCTIONS

.00 NET CHECK

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WEEK 08 BATCH 8004 40 PAYS 0 Employees With Overflow Statement

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Earnings Statement

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

CHECK STUFFING, RECONCILIATION

131442.39 GROSS

82981.47 NET PAY (INCLUDING ALL DEPOSITS)

12024.48 FEDERAL TAX

7937.72 SOCIAL SECURITY

1856.43 MEDICARE

.00 MEDICARE SURTAX

.00 SUI/DI/FLI/MLI TAX

7765.70 STATE TAX

.00 LOCAL TAX

101444.03 DEDUCTIONS

414.03 NET CHECK

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Monthly Check History Listing

Page: 1

Clackamas River Water 2/1/2023 to 2/28/2023

Bank code: apbank 6199 6197 6196 6194 6193 6200 6198 6195 6202 6201 Check # 02/13/2023 02/14/2023 02/14/2023 02/08/2023 02/01/2023 02/14/2023 02/14/2023 02/08/2023 02/01/2023 02/01/2023 Date 01959 US BANK 00029 OREGON PERS 00029 OREGON PERS 00095 ING 00336 CITISTREET - STATE OF OREGON 01959 US BANK 04390 OMEGA PROCESSING 00095 ING 00029 OREGON PERS 00336 CITISTREET - STATE OF OREGON Vendor WPY*MICROMAIN CORPORATION SQ *CLACKAMAS FIRE DISTRI NW NATURAL 8004224012 NW NATURAL 8004224012 GOVERNMENT FINANCE OFFIC DIALOGTECHING INGALLINAS BOX LUNCH PORT FSP*OREGON GOVERNMENT FIN SP OFFICE CHAIRS UNL SP OFFICE CHAIRS UNL FEDEX 97394955 NW NATURAL 8004224012 NW NATURAL 8004224012 PNWS AWWA PERS PMT:1560726,1562097,1560726,1560727 VOLUNTARY PAYROLL DEDUCTION: DEFER COMP VOLUNTARY PAYROLL DEDUCTION: DEFER COMP MERCHANT BILLING JANUARY 2023 JANUARY 2023 PAYMENT PROCESSING (MERCHAN VOLUNTARY PAYROLL DEDUCTION: DEFER COMP PERS PMT: 1549437,1550138,1550506,155013 VOLUNTARY PAYROLL DEDUCTION: DEFER COMP PERS PMT:1557954,1558209,1558626,1558976 Description SQ *CLACKAMAS FIRE DISTR SQ *CLACKAMAS FIRE DISTRI CASA DEL SOL REI.COM 800-426-4840 REI.COM 800-426-4840 PR 01/27/23 01/25/23 PAYABLEg 01/25/23 PAYABLEf 01/25/23 KIRKPATRICK 01/25/23 KIRKPATRICK 01/25/23 HOLZGANGg PR 02.10.23 PR 2.10.23 PR 01/27/23 01/06-01/20/2023 01/25/23 MCGINNISd 01/25/23 MCGINNISb 01/25/23 HOLZGANGm 01/25/23 BJORNSTEDTa 01/25/23 KEOBOUNNAMc 01/25/23 HOLZGANGK 01/25/23 HOLZGANGF 01/25/23 CAMPBELLb 01/25/23 TRIPLETT 01/25/23 PAYABLEe 01/25/23 PAYABLEh 81/25/25 KEOBOUNNAMD 1,886.24 PR 01/21-02/05/23 MB JANUARY 2023 JANUARY 2023 01/25/23 CAMPBELLa 01/25/23 HOLZGANGe 01/25/23 MCGINNISc 12/06-12/20/22 Invoice 44,193.49 36,569.98 21,364.38 36,081.36 4,549.69 Amount Paid 3,610.44 2,496.24 3,000.00 2,498.04 1,249.36 454.84 612.00 300.00 310.00 323.68 368.00 375.00 291.36 293.75 429.76 429.76 701.22 260.00 260.00 21,364.38 36,081.36 44,193.49 36,569.98 Check Total 4,549.69 2,496.24 3,610.44 2,498.04 454.84

Monthly Check History Listing Clackamas River Water 2/1/2023 to 2/28/2023

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	Description	HR ANSWERS INC	CLACKAMAS COUNTY WATER EN	FASTENAL COMPANY 010RP02	CLACKAMAS COUNTY WATER EN	CHROMALOX	WIKA INSTRUMENTS	BATTERYSHARKS COM	AMAZON.COM*OB3M45IO3 AMZN	THE HOME DEPOT #4040	CLACKAMAS COUNTY WATER EN	INGALLINAS BOX LUNCH PORT	SUNRIVER RESORT	COSTCO WHSE #0097	DNH*GODADDY.COM	TLF*FLORAL EXPRESSIONS	THE HOME DEPOT 4017	HIRINGTHING INC	AMZN MKTP US*329MP5F03	THE HOME DEPOT #4017	THE HOME DEPOT #4017	ADOBE *800-833-6687	COMMUNITY NEWSPAPERS, INC	SHELL OIL 57443144308	DONUTLAND	THE HOME DEPOT #4017	BEST BUY MHT 00004507	NW NATURAL 8004224012	YETI 1-833-225-9384	AMZN MKTP US*FR7GG3U23	THE HOME DEPOT #4017	YETI 1-833-225-9384	AMAZON.COM*LJ4SN95G3	BATTERYSHARKS COM	SO *BOR'S RED MILL STORE		PARKROSE WEST LINN	PARKROSE WEST LINN THE HOME DEPOT #4017	PARKROSE WEST LINN THE HOME DEPOT #4017 SHELL OIL 57443144308
	Invoice	01/25/23 CAMPBELLc	01/25/23 PAYABLEc	01/25/23 RAYg	01/25/23 PAYABLEd	01/25/23 RAYd	01/25/23 PRESTWOODc	01/25/23 PRESTWOODa	01/25/23 PAYABLEa	01/25/23 OPERATIONS	01/25/23 PAYABLEb	01/25/23 HOLZGANGh	01/25/23 MCGINNISe	01/25/23 HOLZGANGc	01/25/23 KEOBOUNNAMa	01/25/23 HOLZGANGI	01/25/23 RAYk	01/25/23 CAMPBELLd	01/25/23 KEOBOUNNAMd	01/25/23 RAYi	01/25/23 RAYc	01/25/23 KEOBOUNNAMe	01/25/23 HOLZGANGd	01/25/23 HOLZGANGj	01/25/23 HOLZGANGI	01/25/23 RAYj	01/25/23 MCGINNISf	01/25/23 PAYABLEI	01/25/23 HOLZGANGa	01/25/23 PRESTWOODe	01/25/23 RAYe	01/25/23 HOLZGANGb	01/25/23 MCKEVITTb	01/25/23 PRESTWOODd	01/25/23 MCKEVITTa	01/25/23 RAYh		01/25/23 PRESTWOODS	01/25/23 PRESTWOODb 01/25/23 HOLZGANGI
	Amount Paid	199.00	182.55	173.66	171.15	165.19	163.78	145.87	139.80	139.60	138.55	132.85	132.08	103.03	a 99.99	97.94	93.49	69.00	d 63.99	62.93	56.80	e 54.99	52.00	50.00	49.97	42.72	39.99	36.67	36.00	35.63	32.47	30.00	29.99	29.93	28.00		27.99		
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Monthly Check History Listing Clackamas River Water 2/1/2023 to 2/28/2023

Page: 3

Bank code:	apbank					
Check #	# Date	Vendor	Description	Invoice £	Amount Paid	Check Total
		-	ZOOM.US 888-799-9666	01/25/23 KEOBOUNNAMf	23.82	
			NW NATURAL 8004224012	01/25/23 PAYABLEJ	23.73	
			ALBERTAONS #0571	01/25/23 SLEIGHT	23.19	
			HARBOR FREIGHT TOOLS 243	01/25/23 RAYa	18.97	
			AMAZON PRIME*Q30E04B03	01/25/23 VOYLES	14.99	
			FRED-MEYER #0063	01/25/23 MCKEVITTc	14.97	
			THE HOME DEPOT #4017	01/25/23 RAYf	13.47	
			BUZZSPROUT* BUZZSPROUT	01/25/23 MCGINNISa	12.00	
			BEAVERCREEK GROCERY STORE	01/25/23 RAYI	8.70	
			NEW SEASONS MARKET	01/25/23 HOLZGANGK	7.21	18 845 80
94556	02/01/2023	00285 ARAMARK UNIFORM SERVICES INC	ACC. #934649000 - BUILDING MAINT. SUPPLI	5291169522	78.60	78.60
94557	02/01/2023	03525 BIO-MED TESTING SERVICES INC	FMCSA CLEARINGHOUSE QUERY	97086	50.00	50.00
94558	02/01/2023	04461 CEREGHINO CONSTUCTION LLC	Receipt #: 004445	Ref000193965	9,514.01	9,514.01
94559	02/01/2023	04256 CITY WIDE FACILITY SOLUTIONS	DECEMBER 2022 CLEANING - ADMN/OPS/WTP/	ŚT1035000102	5,345.93	5,345.93
94560	02/01/2023	03472 CREATIVE FINANCIAL STAFFING	TEMP HR SERVICES	123040194	1,648.50	1,648.50
94561	02/01/2023	03212 EVOQUA WATER TECHNOLOGIES, LLC	NEW SENSOR AND CALBIBRATION TANK RENTALS 01/01/23-06/30/23	905606919 905668571	1,134.60 552.40	1,687.00
94562	02/01/2023	04180 MADRONE TECHNOLOGY GROUP INC.	DATA BACKUP MAINTENANCE AGREEMENT CONTRACT WORK CONTRACT WORK	2604 2582 2590	2,939.00 715.00 440.00	4,094.00
94563	02/01/2023	00138 MILWAUKIE, CITY OF	ACCOUNT# 24-3520-00 - 6201 SE LAKE RD -	24-3520 12/20-01/20	247.30	247.30
94564	02/01/2023	00306 OFFICE DEPOT INC	ACCT#90261180 - ID#38683228 - OFFICE SUP ACCT#90261180 - ID#38683228 - OFFICE SUP ACCT#90261180 - ID#38683228 - OFFICE SUP	288857400001 290847550001 283312184001	248.59 49.89 8.29	306.77
94565	02/01/2023	00373 OREGON AFSCME	UNION DUES	PR 01/27/23	1,021.37	1,021.37
94566	02/01/2023	02456 OREGON ASSOC OF WATER UTILITIE	JOB ANNOUNCEMENT - WATER RESOURCE MANAGE	34682	150.00	150.00
94567	02/01/2023	00018 PITNEY BOWES GLOBAL FIN SVC LL	LEASE ACCT #0010797993 12/5/22-03/04/23	3316969320	306.36	306,36

apCkHist Bank code: apbank 02/24/2023 94568 94579 94572 94571 94569 94587 94586 94585 94584 94583 94582 94581 94580 94578 94577 94576 94575 94574 94573 94570 Check # 02/08/2023 02/08/2023 02/08/2023 02/08/2023 02/08/2023 02/08/2023 02/08/2023 02/08/2023 02/08/2023 02/08/2023 02/08/2023 02/08/2023 02/08/2023 02/08/2023 02/02/2023 02/02/2023 02/01/2023 02/01/2023 02/01/2023 02/01/2023 Date 2:58PM 03240 GARY RUDNIK P HARRANG LONG 03476 GROUND BREAKERS CONSTRUCTION 01844 FERGUSON ENTERPRISES INC 01844 FERGUSON ENTERPRISES INC 03597 CLOUD RECORDS MANAGEMENT SOLUT 01894 BRIAN CLOPTON 00113 CLACKAMAS STEEL & MFG INC 00021 PGE 00021 PGE 04427 VAG USA LLC 04462 TIM ROBINSON 04411 GOODFELLOW BROS LLC 03472 CREATIVE FINANCIAL STAFFING 00008 CONSOLIDATED SUPPLY CO. 00227 CLACKAMAS GARBAGE CO INC 04256 CITY WIDE FACILITY SOLUTIONS 03325 CHEMTRADE CHEMICALS US LLC 04307 BEND MAILING SERVICES, LLC 04460 CLINT WEILER 02854 VERIZON WIRELESS Vendor Receipt #: 004074 **BOLTS KITS AND GASKETS PR#2326** RELIEF VALVE ORMS-0153 / MONTHLY USER FEE PER USER OR Receipt #: 004441 4 X 2X. 250 TUBE, PR 2326 ACC. #04370 - TRASH REMOVAL SERVICE - JA ADMIN. BUILDING MAINTENANCE ALUMINUM SULFATE ADMIN JANUARY 2023 - RIVERSIDE PUMP STATION JAN 2023 WATER TREATMENT PLANT JANUARY 2023 Receipt #: 004426 ACC.#472115222-00002 CELL PHONE CHARGES ACC.#472115222-00001 CELL PHONE CHARGES PISTON VALVE REPAIR KIT Receipt #: 004450 **LEGAL SERVICES JANUARY 2023** SPOIL'S DUMPING TEMP HR SERVICES 17X30 X18, 17X30 JANUARY 2023 CLEANING - ADMN/OPS/WTP/PA FEBRUARY PROCESSING & POSTAGE Description Monthly Check History Listing Clackamas River Water 2/1/2023 to 2/28/2023 99788 211845 81015 13790 1174762 S011213173.001 247570 32035003444 93491214 ADMIN DECEMBER 2022 PUMP STATION JAN 23 20,626.25 WTP JANUARY 23 Ref000193964 9925003586 9925003585 439048309 Ref000186335 1025031 Ref000194019 42035001977 Ref000193966 Invoice JANUARY 2023 123050191 36,219.09 Amount Paid 6,343.09 6,964.64 3,190.90 1,413.53 2,082.07 4,600.00 1,008.95 1,633.97 1,504.70 5,181.33 1,680.00 1,058.75 4,719.73 312.50 144.00 731.00 370.20 192.76 377.49 308.22 155.24 56,845.34 Check Total 5,032.23 6,343.09 3,190.90 2,082.07 5,181.33 4,600.00 1,008.95 1,058.75 6,964.64 1,413.53 1,812.92 1,680.00 1,633.97 370.20 377.49 731.00 144.00 192.76 155.24 Page: 4

94588

02/08/2023

01541 HARRIS WORKSYSTEMS

ERGONOMIC FURNITURE

21-6111

1,514.99

,514.99

Bank code: apbank 02/24/2023 apCkHist 94605 94590 94604 94603 94602 94598 94597 94596 94592 94591 94589 94606 94601 94600 94599 94595 94594 94593 Check # 02/08/2023 02/08/2023 02/08/2023 02/08/2023 02/08/2023 02/08/2023 02/08/2023 02/08/2023 02/08/2023 02/08/2023 02/08/2023 02/08/2023 02/08/2023 02/08/2023 02/08/2023 02/08/2023 02/08/2023 02/08/2023 Date 2:58PM 00107 UNITED SITE SERVICES INC 04259 EARLE TRADUP 03701 SHRED NORTHWEST LLC 00306 OFFICE DEPOT INC 00275 MINUTEMAN PRESS CORP 04180 MADRONE TECHNOLOGY GROUP INC. 04171 LSK GRAPHICS INC. 01609 JIM SMITH EXCAVATING INC 03473 HASA INC 00577 SPECIAL DISTRICTS ASSOC OREGON 00339 SEPTIC TECHNOLOGIES INC 03548 RIVER CITY ENVIRONMENTAL INC 00229 RICOH USA, INC. 04426 BEGAN TANK TRUCK R&J BERRY ENTERPRISE INC 03815 PETROCARD INC 03329 PACIFIC MARKETING AND PROMOTIO 00048 OREGON CITY, CITY OF 04463 MARIA LOPER Vendor ORANGE TEE SHIRTS VOIP MAINTENANCE SUBCRIPTION PORTABLE REST ROOMS FEBRUARY HEALTH BENEFITS PROGRAM VALVE REPLACEMENT COPIER LEASE #1021276-3672069 - 01/20-02 ONAN GEN FUEL TANK CLEANING FUEL TANK CLEANING WATER QUALITY, PLANT AND OPS ACCT#90261180 - ID#38683228 - OFFICE SUP FY22 FINANCIAL REPORTS SCADA HP/SERVER HD CONTRACT WORK Receipt #: 004508 WOOD WASTE DUMP FEES UB Refund Cst #003646 ANNUAL SHREDDING SERVICES ADMIN SHREDDING SERVICES ANNUAL DISCHARGE, MONITORING REPORT FEE VALVE REPLACEMENT ACCT#90261180 - ID#38683228 - OFFICE SUP ACCT#90261180 - ID#38683228 - OFFICE SUP CONTRACT WORK SODIUM HYPOCHLORITE 12.5% - LOW SALT Description ACC:# 04-792203-01 (130825) 08/31 - 09/3 NEWSLETTER AND GRAPHIC NEEDS Monthly Check History Listing Clackamas River Water 2/1/2023 to 2/28/2023 03-0054042 02/01/23 2618 2619 23-003 870042 17422 70760 2629 2607 Ref000186944 315507948 315465133 70833 C066945 VLF2923247 11/30-12/31/22 28265071700 28883296600 29178500900 126662 24830-23 Ref000194024 Invoice 114-13487154 2945012723 14568012723 106909265 10,312.00 Amount Paid 66,900.57 2,149.41 1,609.65 2,146.20 2,326.78 1,052.74 1,328.00 370.05 618.46 660.00 300.00 566.58 108.00 100.00 644.00 167.86 248,59 449.00 110.00 355.00 108.00 60.00 19.14 14.42 66,900.57 10,312.00 Check Total 3,755.85 1,052.74 2,158.00 4,476.19 644.00 300.00 216.00 100.00 370.05 449.00 355.00 618.46 430.87 40.84 19.14 Page: 5

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Monthly Check History Listing Clackamas River Water 2/1/2023 to 2/28/2023

Page: 6

Bank code: apbank 94621 94620 94619 94618 94617 94614 94613 94611 94610 94608 94616 94615 94612 94609 94607 Check # 02/14/2023 02/08/2023 02/14/2023 02/14/2023 02/14/2023 02/14/2023 02/14/2023 02/14/2023 02/14/2023 02/14/2023 02/14/2023 02/08/2023 02/08/2023 02/08/2023 02/08/2023 Date 00402 DLT SOLUTIONS 04465 DAKOTA LEGACY GROUP 00168 WICHITA FEED & HARDWARE 00130 WASTE MANAGEMENT OF OREGON 02391 VEBA SERVICE GROUP, LLC 02856 CRYSTAL GREENS LANDSCAPING 02555 COMCAST 04466 CCX NORTH LLC 00283 AWWA 00285 ARAMARK UNIFORM SERVICES INC 00002 AMERICAN FAMILY LIFE ASSURANCE 00267 ALEXIN ANALYTICAL INC 00092 AIRGAS USA INC 02247 WHA INSURANCE AGENCY INC 03323 WESTECH CONSTRUCTION INC. Vendor AUTODESK AEC COLLECTION IC GOVERNMENT AN Refund receipt #: 003928 LANDSCAPING MAINTENANCE - DECEMBER COMCAST MONTHLY CABLE INTERNET Receipt #: 004009 ACC. #934649000 - BUILDING MAINT, SUPPLI WELDING AND TORCH SUPPLIES SMALL TOOLS AND BELTS Receipt #: 004331 PORTABLE REST ROOMS PORTABLE REST ROOMS PORTABLE REST ROOMS ANNUAL DUES FOR PNWS-AWWA - 2023 ACC. #934649000 - BUILDING MAINT, SUPPLI ACC: 0XNX3 - VOL. PAYROLL DEDUCT FEBRUAR Q3 WMV, Q3 TOC/NUT/VOC MERP ADMIN FEE FEBRUARY 2023 JANUARY 2023 - TRASH REMOVAL SERVICES -HRA VEBA CONTRIBUTION - BI ANNUAL 01/01/ 9100 SE MANGAN RESTROOM CLEANING PORTABLE REST ROOMS Description JANUARY 2023 TRASH REMOVAL SERVICES - RI PORTABLE REST ROOMS PORTABLE REST ROOMS 5138166A 44631 Ref000194185 2099723 02/13-03/13 Ref000194186 PNWS-AWWA - 20 5291173787 5291155584 705255 9134270438 10522 02/02/2023 Ref000194041 9364556-1574-9364555-1574-7 01/01/23 114-13487158 114-13487159 Invoice 176768-176771 114-13487155 114-13487153 114-13487577 114-13487164 114-13487162 114-13487160 114-13487163 114-13487161 114-13487157 Amount Paid 20,500.00 2,107.00 1,917.88 1,470.82 1,400.00 1,400.00 4,615.00 2,034.84 1,232.55 519.36 891.18 253.85 210.00 145.80 300.79 300.79 300.79 300.79 450.00 450.00 450.00 78.60 81.41 50.00 53.96 53.00 70.00 20,500.00 Check Total 2,107.00 2,554.20 3,746.70 1,232.55 1,917.88 1,400.00 1,470.82 4,615.00 1,400.00 891.18 210.00 253.85 160.01 145.80 50.00

94638	94637	94636	94635	94634	94633	94632	94631	94630	94629	94628	94627	94626	94625	94624	94623	94622	Check #	Bank code:	apCkHist 02/24/2023
02/14/2023	02/14/2023	02/14/2023	02/14/2023	02/14/2023	02/14/2023	02/14/2023	02/14/2023	02/14/2023	02/14/2023	02/14/2023	02/14/2023	02/14/2023	02/14/2023	02/14/2023	02/14/2023	02/14/2023	x# Date	apbank	3 2:58PM
00282 TERMINIX INTERNATIONAL INC	02837 TAURUS POWER & CONTROLS INC	00229 RICOH USA, INC.	00229 RICOH USA, INC.	00021 PGE	00021 PGE	02928 OREGON HEALTH AUTHORITY	00373 OREGON AFSCME	00079 ONE CALL CONCEPTS INC.	04242 NORTHWEST MECHANICAL GROUP	04464 LAUREN NOECKER	04180 MADRONE TECHNOLOGY GROUP INC.	02125 LEAGUE OF OREGON CITIES	00128 IDEXX DISTRIBUTION CORP.	00124 H D FOWLER CO INC	00167 GRAINGER INC	02322 GENERAL PACIFIC INC	Vendor		7
CUST.#1703011 - FEBRUARY PEST CONTROL CUST.#1703007 - FEBRUARY PEST CONTROL S	TROUBLE SHOOTING BW PUMP	CUST. # 4220490 - ADDITIONAL COPIES 01/0	CUST. # 4197629 - ADDITIONAL COPIES 01/0 CUST. # 4220490 - ADDITIONAL COPIES 01/0	ADMIN FEBRUARY 2023	WATER TREATMENT PLANT 2023 PUMP STATION FEBRUARY 2023	ORELAP ID# OR100017 ORE ENVIROMENTAL LAB	UNION DUES	LOCATE TICKETS FOR ACCT:09-0000855	WTP FURNACE REPAIR	Receipt #: 004386	CONTRACT WORK	JOB POSTING - WATER RESOURCES MANAGER.	WATER TESTING REAGENTS WATER TESTING REAGENTS	REPLACEMENT PARTS PR # 2326	GRAINGERS PR 2322 GRAINGERS TWO RATCHETS GRAINGERS 3 PCS WALL POCKETS GRAINGERS GRAINGERS	BADGER METERS, VALVE BOXES.	Description		Monthly Check History Listing Clackamas River Water 2/1/2023 to 2/28/2023
430084475 430085014	12132	5066666986	5066668407 5066667447	ADMIN FEBRUARY	WTP FEBRUARY 36,723.59 2000P STATION FEB 23 22,302.73	3075-3229	PR 02/10/23	3010521	29616	Ref000194184	2633	11399	3122749819 3122713766	L6303683	9551038772 9549588623 9593408629 9542091971 9583265518 9596683392	1456426	Invoice		
124.00 106.00	1,343.10	94.66	205.64 147.03	3,223.52	36,723.59 23 22,302.73	1,200.00	986.64	500.00	297.56	2,012.05	660.00	20.00	9,039.81 1,685.17	3,677.95	902.54 160.47 61.16 44.91 27.39 22.54	1,710.00	Amount Paid		
230.00	1,343.10	94.66	352.67	3,223.52	59,026.32	1,200.00	986.64	500.00	297.56	2,012.05	660.00	20.00	10,724.98	3,677.95	1,219.01	1,710.00	Check Total		Page: 7

Bank code: apbank 02/24/2023 apCkHist 94655 94652 94651 94641 94654 94653 94648 94647 94645 94644 94640 94639 94650 94649 94646 94643 94642 Check # 02/14/2023 02/22/2023 02/22/2023 02/22/2023 02/22/2023 02/22/2023 02/22/2023 02/14/2023 02/14/2023 02/22/2023 02/22/2023 02/22/2023 02/22/2023 02/22/2023 02/22/2023 02/22/2023 02/14/2023 2:58PM Date 03815 PETROCARD INC 00306 OFFICE DEPOT INC 00138 MILWAUKIE, CITY OF 00012 METEREADERS LLC 01756 HOLD TIME MUSIC AND MARKETING 00167 GRAINGER INC 01844 FERGUSON ENTERPRISES INC 01844 FERGUSON ENTERPRISES INC 00304 CANTEL SWEEPING 00160 TOP INDUSTRIAL SUPPLY INC 03504 ENTERPRISE FLEET MANAGEMENT 03468 BOARD OF EDUCATION CLACKAMAS COUNTY EDUCATION 00285 ARAMARK UNIFORM SERVICES INC 00092 AIRGAS USA INC 02256 KYLE YANCEY 04467 WASHMAN - LLC 02854 VERIZON WIRELESS Vendor 2 PCS 10 INCH METER STANDS ACCT#90261180 - ID#38683228 - OFFICE SUP FEBRUARY METER READS - CYCLE 1 & 2 CUSTOMER SVC MAIN PHONE LINE - VOICE SVC FERGUSON ON ENOCH CT CLACKAMAS CUST #488054 TRUCK LEASE 02/01-02/28/23 ACCT#90261180 - ID#38683228 - OFFICE SUF JANUARY FLEET REPAIRS FLEET REPAIRS BELTS FOR LL COMPRESSORS AIR RELIEF TEE VENTS 1 INCH RAVEN NITR GLOVES INTERNET SERVICE PROVIDER JULY 2022-JULY REIMBURSEMENT FOR DW 4 CERT EXAM FEE Receipt #: 003933 15-100 WATER QUALITY, PLANT AND OPS FEBRUARY LOT SWEEPING SERVICES PROVIDED FEBRAURY-PARKING LOT SWEEPING - OPS (CUS ACC. #934649000 - BUILDING MAINT. SUPPLI ACC. #934649000 - BUILDING MAINT, SUPPLI ACETYLENE & OXYGEN TANKS ACC.#642537089-00001 CELL PHONE CHARGES MISN. WATER WORKS SUPPLIES Description FEBRUARY RIVERSIDE SWEEPING SERVICES Monthly Check History Listing Clackamas River Water 2/1/2023 to 2/28/2023 6154 e23609 e23610 C075063 293268118001 29325744400 INV00821 INV00761 10637 9505077082 1174521 1170865 1245733 1260171 FBN4677291 e23611 5291178813 9134363869 02.03.23 Ref000194187 9926652229 122505 Invoice 5291183161 231252 Amount Paid 3,511.17 5,993.98 5,484.36 1,227.44 1,137.99 5,904.56 600.00 106.17 251.17 372.00 635.72 900.00 200.00 260.00 299.00 183.00 178.23 48.62 41.87 78.60 25.82 78.60 97.39 3.15 9,505.15 Check Total 5,484.36 1,186.61 5,904.56 1,227.44 106.17 900.00 600.00 635.72 643.00 157.20 178.23 299.00 25.82 97.39 Page: 8

94656

02/22/2023

03996 RH2 ENGINEERING INC

WTP STRUCTUAL & SEISMIC ASSESSMENT

89502

21,345.11

21,345.11

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	2/1/2023 to 2/28/2023	Clackamas River Water	Monthly Check History Listing
			Page: 9

מווא כטעק	Dalik Code: appairs					
Check #	ck# Date	Vendor	Description	Invoice	Amount Paid	Check Total
94657	02/22/2023	00229 RICOH USA, INC.	COPIER LEASE #1021276-3745995 - 03/05-04 COPIER LEASE #1021276-3734774- 02/12-03/	106960218 106961793	208.86 208.86	417.72
94658	02/22/2023	03548 RIVER CITY ENVIRONMENTAL INC	LEAK WALKER ROAD 2214-0256 BLOW OFF REPAIR 2204-0236	310172852 317303728	1,087.31 61.76	1,149.07
94659	02/22/2023	03953 TRI MOTOR & MACHINERY CO. INC	20 HP electric Motor	28164	1,388.00	1,388.00
94660	02/22/2023	00107 UNITED SITE SERVICES INC	PORTABLE REST ROOMS	114-13520953	313.79	313.79
				apban	apbank Total:	569,611.99
	115 checks in this report	nis report		Total (Total Checks:	569,611.99

Agenda Item – CA-2

REGULAR BOARD MEETING

March 9, 2023

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Cash Position and Transfers

DRAFT MOTION	Move to approve the consent agenda	
EFFECTIVE DATE	March 9, 2023	

PRINCIPAL STAFF

PERSON

Jason Kirkpatrick, CFO

BOARD ACTION REQUESTED

Approve the consent agenda items.

DOCUMENTS ATTACHED None

Agenda Summary

BACKGROUND

Cash and Investment Position as of February 28, 2023, is:

		General		
	(Checking	LGIP	Total
Balance as of 1/31/2023	\$	9,105,441	\$ 15,859,248	\$ 24,964,689
Cash receipts		1,061,867	45,622	1,107,489
Payroll		(263,252)		(263,252)
A/P checks		(569,612)		(569,612)
Bond and other electronic payments				~
Transfers between accounts				-
Balance as of 2/28/2023	\$	9,334,444	\$ 15,904,870	\$ 25,239,315

REGULAR BOARD MEETING

March 9, 2023

SUBJECT

Update on Strategic Plan

DRAFT MOTION	None	
Effective Date		

PRINCIPAL STAFF

PERSON

Todd Heidgerken, General Manager

BOARD ACTION REQUESTED Informational

DOCUMENTS ATTACHED

Exhibit A – Strategic Planning Poster

Agenda Summary

BACKGROUND

The District engaged in a strategic planning process that was initiated in the Fall of 2019. The purpose of the strategic planning process is to create a shared vision to navigate CRW through 2025. As part of this process, the District refreshed our vision and mission statements, identified core values, and identified three goals to focus one through 2025. The results of this process are included in Exhibit A.

Staff has been working on tactics and objectives to achieve success on the three identified goals. This informational item is intended to highlight some of the efforts made so far.

STRATEGIC PLAN

VISION

We will be known for exceptional service, stewardship, and high-quality water which is essential to the vitality of our region.

MISSION

Provide high quality, safe drinking water to our customers at rates consistent with responsible planning for the health of our district.

VALUES

- Water Quality
- Customer Service
- Financial Accountability
- Responsible Stewardship

GOALS

- Ensure a reliable water supply for the communities we serve by investing in infrastructure and emergency preparedness.
- Be a water district of choice for attracting, developing and retaining a highly qualified workforce by providing a safe, healthy, rewarding environment that values employees
- Heighten public awareness of the District's role in enhancing public health, community vitality and economic growth.





Clackamas River Water

Strategic Plan Update

Board Meeting – March 9, 2023 Todd Heidgerken, General Manager



CRW Strategic Plan 2020-2025

Vision

We will be known for exceptional service, stewardship, and high-quality water which is essential to the vitality of our region.

Mission

Provide high quality, safe drinking water to our customers at rates consistent with responsible planning for the health of our district.

Values

- ❖ Water Quality
- Customer Service
- Financial Accountability
- * Responsible Stewardship



CRW Strategic Plan Goals

- Ensure a reliable water supply for the communities we serve by investing in infrastructure and emergency preparedness.
- ❖ Be a water district of choice for attracting, developing and retaining a highly qualified workforce by providing a safe, healthy, rewarding environment that values employees.
- Heighten public awareness of the District's role in enhancing public health, community vitality and economic growth.

Ensure a reliable water supply for the communities we serve by investing in infrastructure and emergency preparedness.

Capital II For Fiscal						
Project Title Amounts in Thousands	FY22	FY23	FY24	FY25	FY26	 otal
1 - DTD- ODOT/City/Clackamas Cty	125	125	125	125	125	\$ 625
2 - Athens Drive Waterline Repl.	641					\$ 641
3 - Fawn Drive Waterline Repl.	277					\$ 277
4 - Leland Road Waterline & Master Meter	493					\$ 493
5 - Redland Road Waterline - Ph. 1	162	918				\$ 1,080
6 - Linwood Road Improvements		328				\$ 328

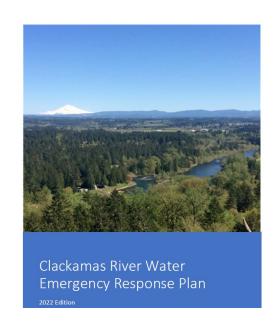
PUBLIC HEARING ON WATER RATES

Notice of Rate Hearing: Thursday, July 14, 2022, AT 6:00 P.M.

Clackamas River Water (CRW) Board of Commissioners will hold a public Rate Hearing in the boardroom at the district office on Thursday, July 14, 2022, at 6:00 p.m. The district office is located at 16770 SE 82nd Drive, in Clackamas.

The hearing will present proposed rate adjustments to CRW's water and service charges. Many factors are considered when proposing appropriate rates for our customers. These factors include water system operations, maintenance, construction, compliance with debt service coverage requirements, water use assumptions, trends in revenues and expenditures, required reserve balances, and regulatory costs.





Ensure a reliable water supply for the communities we serve by investing in infrastructure and emergency preparedness.

Strategy 1: Develop common methodologies to prioritize, communicate, and execute CRW infrastructure improvements.

Tactics/Projects (examples)

- Two-year rate plan competed and approved by the Board
- Created CIP strategy document in 2021 including a 6-year short term plan

Strategy 2: Develop targeted, consistent, and comprehensive maintenance programs that achieve stewardship goals for built infrastructure

Tactics/Projects (examples)

- Creation of additional distribution system maintenance GIS applications.
- Creation of "customer issues" layer to address safety planning for customer service concerns

Strategy 3: Manage, maintain, and improve District's Emergency Preparedness (EP) programs and initiatives

Tactics/Projects (examples)

- Developed a revised Incident Management Team model and related training plan with Manager engagement.
- Revised and finalized an Emergency Response Plan that is aligned with both AWIA/EPA standards and FEMA planning guidance.

Be a water district of choice for attracting, developing and retaining a highly qualified workforce by providing a safe, healthy, rewarding environment that values employees

Employee Engagement Priority Themes

Improve Internal Comms

- Diversify communications channels to employees (e.g., Zoom huddles)
- · More frequent 1-on-1 meetings with supervisor/employee
- · Cross- attendance at department meetings

Policy review for Employees, District, & Customers

- Set foundations for policy review over Q4 2022, and 2023
- Developing common language and understanding prior to engaging in thoughtful review.

Workforce Develop. & Profess. Growth

- · Continued support for supervisor development plans/training
- · Internal growth opportunities by promoting from within
- License and certifications supported beyond job scope
- · Other training supported if mutual benefit to employee and District

Workload Mgmt

Future discussions at staff manager meetings to develop a strategy.

Print Date: February 2023



Be a water district of choice for attracting, developing and retaining a highly qualified workforce by providing a safe, healthy, rewarding environment that values employees.

Strategy 1- Improve workplace communication and collaboration Tactics/Projects (examples)

- Conducted employee engagement survey and shared a summary of results with the workforce.
- Identified top four employee priorities (from survey)

Strategy 2: Optimize recruitment practices to best retain and attract employees Tactics/Projects (examples)

- Adjust to the new, competitive job market to find highly-qualified industry candidates. Strategize how to attract new candidates base on new market demands.
- Drafted staffing plan with staff managers to discuss and collaborate on a 2–5-year staffing plan for the District

Strategy 3: Identify and implement targeted initiatives to increase training and development opportunities for management and staff

Tactics/Projects (examples)

- Completed 4, 8- hour sessions for leadership development.
- Provided 7 employees with development/promotional opportunities

Heighten public awareness of the District's role in enhancing public health, community vitality and economic growth.





Clackamas River Water

Monthly Update

Heighten public awareness of the District's role in enhancing public health, community vitality and economic growth.

Strategy 1: Ensure staff has information required to perform their jobs and for accurate external communication

Tactics/Projects (examples)

- Utility bill inserts are shared with staff for awareness of messaging going to customers.
- Sharing monthly statistics and operations reports with staff for awareness of messaging going to CRW Board and available on our website

Strategy 2: Develop robust messaging and multiple channels for CRW to share information, reach customers, and accept feedback

Tactics/Projects (examples)

- Established social media management tool that posts created content to CRW's 3 social medial platforms and tracks the analytics of each posting.
- Created a presence on Nextdoor for CRW

Strategy 3: Identify broader constituents, including other stakeholders and indirect customers, and develop communication avenues for them.

Tactics/Projects (examples)

- Modified Customer Confidence Report (CCR) to improve readability and understanding of important information provided to our customers.
- CRW Board approved an updated Water Management and Conservation Plan that was approved by the State.

REGULAR BOARD MEETING

March 9, 2023

SUBJECT

Management Report

PRINCIPAL STAFF

Todd Heidgerken

PERSON

DOCUMENTS ATTACHED

Table of Contents

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

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

REGULAR BOARD MEETING

March 9, 2023

SUBJECT

Management Report

PRINCIPAL STAFF

Todd Heidgerken

PERSON

BOARD ACTION

None

REQUESTED

A. Management Report

1. Communications:

Monthly Report – The monthly report will be provided to the Board separately and posted on the CRW Website.

2. Intergovernmental Activities:

<u>Special Districts Association of Oregon (SDAO)</u> – SDAO held its Annual Conference. This year the conference was back in person with some sessions being offered virtually. Thank you to all the Commissioners who took time to attend either in person or virtually.

During the awards ceremony at the conclusion of the conference, Rob Cummings was presented with the SDAO Outstanding Special District Service Award for a District Employee. The award recognizes outstanding individuals who contribute to the success of their community and District. A video was shared during the conference that highlights Rob's contributions. Congratulations to Rob on this well-deserved recognition. The video of Rob's recognition can be viewed at:

https://www.youtube.com/watch?v=oxaFAhr7nIo

GM Heidgerken was reelected to serve as the Water District representative on the SDAO Board. This will be the final term (2 years) for Heidgerken to serve in this role. This will correspond to his remaining service as SDAO President.

In addition to the Conference, CRW continues to work with the SDAO Government Affairs staff in tracking legislative bills introduced as part of the Oregon Legislature's "Long Session". There have been a number of water related bills that have demonstrated a heightened level of interest in water issues.

Oregon Water Utility Council (OWUC) — During the February 23rd meeting, OWUC members focused on discussing potential impacts of legislative concepts under consideration during the 2023 Oregon Legislative Session and received brief updates from Oregon Water Resources Department (WRD) and Oregon Health Authority Drinking Water Program (OHA-DWP) representatives.

3. Emergency Management Update:

On January 31, 2023, 16 members of the CRW staff came together to, for the first time, practice how CRW would begin to respond to a 6.8 earthquake cutting through the Portland Hills Fault Line. Earthquakes are the number one risk to CRW. The exercise scenario was played as 2 days post-earthquake, where aftershocks are still present.

For the past 18 months, the members of CRW Incident Management Team (IMT) completed online and classroom-based training on the national approach to incident management. In this internal exercise the IMT members were able to participate in a mixture of listening to presentations, group discussion, and applied practice. The combination of the education and the inperson practice is critical to ensuring we are ready to respond at any time to a major event. The exercise covered these major themes:

- What does the scenario mean for CRW?
- What are our initial priorities?
- What can we accomplish in the next 12 hours realistically?
- How are we going to accomplish our objectives?
- What resources (human, space, supplies) are needed to support our objectives and tactics?
- Where do we get our resources? What do we have on hand?
- What is the relationship with Clackamas County for ordering resources?
- What forms need to be completed by which staff members based on their role?

We were able to have exercise evaluators from the Clackamas River Water Providers (CRWP) and Clackamas County. Many thanks to the staff involved.

4. Looking Ahead:

- The agenda setting meeting for the April Board meeting will be held on March 30 at 9am
- The CRW Regular April Board Meeting will be held on Thursday, April 13 at 6pm

REGULAR BOARD MEETING

March 9, 2023

SUBJECT

Commissioner Reports and Reimbursement Requests

DRAFT MOTION

NO MOTION REQUIRED

EFFECTIVE DATE

PRINCIPAL STAFF

PERSON

Board of Commissioners

BOARD ACTION

REQUESTED

Commissioner Communications

DOCUMENTS

ATTACHED

Commissioner Reimbursement Requests

Agenda Summary

BACKGROUND

Commissioner Request for Reimbursement

Month January 2023	Commissione	er's Name <u>Naomi Angier</u>	
Date Meetings CRW Regular Board Meeting		Amount \$	Please Print
CRW Work Session Miscellaneous Meeting SDAO Logiclaffus day		\$ \$ \$	
Agenda setting meeting RWPC executive meeting		\$ 50,00 \$ \$ 50,00	
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Date Motel/Hotel Lodging			τοιαι ψ
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Date Miscellaneous ***			
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* Mileage \$ per mile * Lodging bills must be attached in sup * Miscellaneous expenses to be suppo		Total Expense Adjustments Amount Due Commissio	\$
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		<u>lik</u>	02-06-2013
			CFO Date

Commissioner Request for Relmbursement

Month January 2023	Commission	er's Name Sherry French	
Date Meetings CRW Regular Board Meeting –		Amount \$ 50.00	Please Print
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* Mileage \$ per mile		\$	Total \$
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I hereby certify under penalties of perjury request for reimbursement to be accurate my authorized duties as a CRW commiss	and complete and further of	certify that I am authorized to rece	alve reimbursement as part of
		ubmitted Sherry French	Commissioner's Signature
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Accounts Payable: VENDOR #Board: Relmbursement as of	ACCT#_01,601,6730	AMOUNT \$ E	Entered A/P
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		7	CFO Date

Commissioner Request for Relmbursement

Month Jan 2023		Commissione	Commissioner's Name <u>Lester Garrison</u>		
Date	Meetings		Amount	Please Print	
CRW Work Se	ssion		\$\$	•••	
Miscellaneous	Meeting		\$ <u>_50.00</u>		
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request for reim	under penallies of perju bursement to be accura luties as a CRW commi	ate and complete and further classioner.	Isification of records and/or official sertify that I am authorized to reco	al misconduct, the above	
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			- Jr		
			¥	CFO Date	

Commissioner Request for Reimbursement

Month February 2023	, Commissione	er's Name Robert	Rubitschun
Date Meetings CRW Regular Board Meeting - 2/1 CRW Work Session Miscellaneous Meeting	•	\$	Please Print
Date Meals		\$ \$	Total \$
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			 Total \$
Lodging bills must be attached in support Miscellaneous expenses to be supported		Total Expenses Adjustments Amount Due Commi	\$ \$ ssioners \$ <u>50</u> , ⁰⊘
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