

SEAL ROCK WATER DISTRICT
Strategic Planning Workshop 12:00 pm
Regular Board Meeting 4:00 pm
Thursday, February 13, 2020
1037 NW Grebe Street, Seal Rock 97376

1. Call Strategic Planning Workshop to Order 12:00 pm:

2. Consider 2020 – 2021 Strategic Planning 12:00 to 4:00 pm:

Presented by: Renee Morris, CMO Dig Deep Research, LLC
Mike Faight, Dig Deep Research, LLC

1. Call Regular February Board Meeting to Order @ 4:00 pm:

2. Announcements/Visitor Public Comments:

Public comment period provides the public with an opportunity to address the Commissioners regarding Items on the agenda. Please limit comments to (10) minutes.

3. Consent Calendar:

Managers' reports included under consent calendar are an executive summary provided to Commissioners as an update of system conditions, projects, and programs. Management welcomes your feedback and request for more detailed information regarding any item before or during the meeting:

Invoice List	January 2020 – February 2020
Board Meeting Minutes	January 8, 2020
Financial Report / Approve Invoices	January 2020 – February 2020
USDA Project Monitoring Report No. 49	February 13, 2020
General Manager's Monthly Report	January 2020 – February 2020

4. Discussion and Information Items:

Consider Primary Source Water Project Update.

Presented by: Adam Denlinger, General Manager
Jeff Hollen, Legal Counsel, law office of Ouderkirk & Hollen

Consider Insurance Agent of Record Services.

Presented by: Joy King, Office Manager
Adam Denlinger, General Manager

Consider the Mid-Coast Water Conservation Consortium Intergovernmental Agreement (IGA) and By Laws.

Presented by: Joy King, Office Manager
Adam Denlinger, General Manager

5. Decision Items:

Consider reappointment of SRWD Budget Committee Members.

Presented by: Joy King, Office Manager

6. Reports, Comments and Correspondence:

- Recognition for John Garcia.
- GM will be attending the OAWU Annual Management & Technical Conference March 2nd through the 6th, in Sunriver.
- District office will be closed February 17th in honor of Presidents Day.
- Source Water Project Bid Opening February 18th @ 2:00pm in the SRWD Board Room.

THIS AGENDA MAY BE AMENDED UNTIL 3:00 PM THE DAY BEFORE THE MEETING

SPECIAL ACCOMMODATIONS WILL BE PROVIDED WITH 48 HOUR NOTICE. CALL 541-563-3529.

IF HEARING IMPAIRED, PLEASE CALL TTY#1-800-735-1231

This Institution is an Equal Opportunity Employer and Service Provider

7. Executive Session: according to ORS 192.660(2), Concerning:

The SRWD Board will now meet in Executive Session, pursuant to ORS 192.660(2)(h); To consult with legal counsel concerning the legal rights and duties of a public body with regards to current litigation or litigation likely to be filed. Representatives of the news media and designated staff shall be allowed to attend the executive session. All other members of the audience are asked to leave the room. Representatives of the news media are specifically directed not to report on any of the deliberations. No final decisions shall be made in Executive Session.

8. Adjournment: Next Meeting: March 12, 2020 @ 4:00 p.m. Regular Board Meeting or establish date.

ORIGINAL

Report Criteria:

- Detail report.
- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
01-1310				
MARK JUNG	011520	Refund Overpayment	01/15/2020	49.97
MILTON BLOOMBAUM	011620	Refund Overpayment	01/16/2020	27.70
ROBERT &/OR BARBARA LIVAK	011620	Refund Overpayment	01/16/2020	33.71
Total 01-1310:				111.38
01-5063				
ADAM DENLINGER	012320	Mileage Reimbursement (2020 SDAO Annual Conference in Seaside)	01/23/2020	146.05
BRENDI HARGROVE	012320	Mileage Reimbursement (Oregon Water Utility Meeting in Keizer)	01/23/2020	120.75
BRENDI HARGROVE	012320	Meal Incidentals Reimbursement (Oregon Water Utility Meeting in Keizer)	01/23/2020	5.00
JOCELYN KING	012320	Meal Reimbursement (2020 SDAO Conference in Seaside)	01/23/2020	100.00
Total 01-5063:				371.80
01-5271				
CHARTER COMMUNICATIONS	007859701192	Internet (Office)	01/19/2020	114.98
Total 01-5271:				114.98
01-5280				
UMPQUA BANK CARDMEMBER	010220	Vistaprint (Business cards: Hargrove & Anderson / Car Decal)	01/02/2020	88.48
XEROX CORPORATION	099147276	Xerox 3655X Print Charges	01/01/2020	18.30
XEROX CORPORATION	099147277	Xerox 7845 Print Charges (Black)	01/01/2020	12.15
XEROX CORPORATION	099147277	Xerox 7845 Print Charges (Color)	01/01/2020	232.35
Total 01-5280:				351.28
01-5290				
STAPLES BUSINESS ADVANTA	8057175650	Staples 50% Recycled 8.5" x 11" Multipurpose Paper, 24 lbs., 96 Brightness, 500/r	01/18/2020	61.48
STAPLES BUSINESS ADVANTA	8057175650	Adams 2-Part Carbonless Receipt Book, 2.75" L x 4.88" W, 50 Forms/ Book	01/18/2020	2.51
STAPLES BUSINESS ADVANTA	8057175650	Avery Print-On Paper Dividers, 5-Tab, White, 5 Sets	01/18/2020	29.76
STAPLES BUSINESS ADVANTA	8057175650	Simply Economy 1" 3-Ring View Binder, White	01/18/2020	24.36
STAPLES BUSINESS ADVANTA	8057175650	TRU RED 8.5" x 11" Copy Paper, 20lbs, 92 Brightness, 5000/Cartron	01/18/2020	83.06
STAPLES BUSINESS ADVANTA	8057175650	Pilot Dr Grip Retractable Gel Pen, fine point, Black Ink	01/18/2020	5.21
STAPLES BUSINESS ADVANTA	8057175650	Staples Clasp & Moistenable Glue Catalog Envelopes, 9" L x 12" H, Brown 100/Bo	01/18/2020	6.91
STAPLES BUSINESS ADVANTA	8057175650	Staples 1.25" Binder Clips, Medium, Black, 24/Pack	01/18/2020	5.28
STAPLES BUSINESS ADVANTA	8057175650	Porelon Universal Ribbons, Black/Red, 6/Pack	01/18/2020	5.89
STAPLES BUSINESS ADVANTA	8057175650	Brother M231 Label Maker Tape, .47"W, Black on White	01/18/2020	6.29
Total 01-5290:				230.75
01-5291				
US POSTAL SERVICE - WALDP	012320	Bulk Mailing	01/23/2020	810.77
Total 01-5291:				810.77
01-5360				
UMPQUA BANK CARDMEMBER	010220	Georgies Beachside Grill (Employee Appreciation Luncheon)	01/02/2020	594.88
WALMART COMMUNITY	010320	Misc. Supplies for office (hand soap, zip bags, etc.)	01/03/2020	21.34
Total 01-5360:				616.32

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
01-5600				
NEWPORT ACE HARDWARE &	1218	Insect Killer Indoor 1 Gal		
NEWPORT ACE HARDWARE &	1313	Mice Bait Statn 16Refils	12/31/2019	30.97
NEWPORT ACE HARDWARE &	1313	Jawz Pro Mouse Trap 2PK	12/31/2019	12.99
NEWPORT ACE HARDWARE &	1313	Mouse Trap Quick-Kill 3Pk	12/31/2019	4.99
NEWPORT ACE HARDWARE &	1313	Tomcat Gel Attractant 10z	12/31/2019	9.59
			12/31/2019	6.59
Total 01-5600:				65.13
01-5610				
CENTRAL LINCOLN P.U.D.	012220	Utility Services		
DAHL DISPOSAL SERVICE, INC	123119	Service (Office)	01/22/2020	2,787.22
DAHL DISPOSAL SERVICE, INC	123119	Service (Shop)	12/31/2019	62.15
			12/31/2019	62.15
Total 01-5610:				2,911.52
01-5620				
NEWPORT RENTAL SERVICE, I	109083	round table rental for MCWPP (In kind purchase)		
			01/10/2020	70.40
Total 01-5620:				70.40
01-5630				
ABOVEBOARD ELECTRIC, INC.	525	Thiel Creek Change-out Wallpack Lighting (Journeyman)		
ABOVEBOARD ELECTRIC, INC.	525	Thiel Creek Change-out Wallpack Lighting (Apprentice)	01/21/2020	257.50
ABOVEBOARD ELECTRIC, INC.	525	Thiel Creek Change-out Wallpack Lighting (Materials)	01/21/2020	175.00
UMPQUA BANK CARDMEMBER	010220	Atlanta Light Bulbs (light bulbs for office)	01/21/2020	330.00
WALDPOR ACE HARDWARE	10035001	paper towel holders for shop	01/02/2020	501.41
			01/06/2020	23.98
Total 01-5630:				1,287.89
01-5631				
OWEN EQUIPMENT COMPANY	00193708	Service Vac Paradigm Labor		
OWEN EQUIPMENT COMPANY	00193708	Service Vac Paradigm Parts	01/14/2020	560.00
OWEN EQUIPMENT COMPANY	00193708	Service Vac Paradigm Misc	01/14/2020	360.54
OWEN EQUIPMENT COMPANY	00193708	Service Vac Paradigm Misc. Supplies	01/14/2020	149.86
			01/14/2020	25.20
Total 01-5631:				1,095.60
01-5633				
AGGREGATE RESOURCE CRU	24314	1-0		
JAMES WOLFE TRUCKING	4153	truc and trailer time for hauling rock to 116th	01/15/2020	164.48
JAMES WOLFE TRUCKING	4153	1 1/2 rock	12/31/2019	250.00
			12/31/2019	232.18
Total 01-5633:				646.66
01-5634				
ANALYTICAL LABORATORY GR	123705	Coliform, Presence/Absence by SM 9223 B		
ONE CALL CONCEPTS, INC.	9121075	Regular Tickets/Modem Delivery	01/17/2020	257.00
OREGON LINEN	424258	Mats	12/31/2019	41.75
OREGON LINEN	424258	Mats	01/09/2020	188.50
OREGON LINEN	424258	Mats / Towels	01/09/2020	188.50
OREGON LINEN	424258	Mats	01/09/2020	77.82
			01/09/2020	197.91
Total 01-5634:				951.48
Grand Totals:				9,635.96

Seal Rock Water District

Payment Approval Report - by GL
Report dates: 1/24/2020-1/24/2020

Page: 3
Jan 24, 2020 01:16PM

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
-------------	----------------	-------------	--------------	--------------------

Dated: JANUARY 29, 2020

General Manager: A. W. [Signature]

Dated: _____

Treasurer: _____

Report Criteria:

- Detail report.
- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.

6

**SEAL ROCK WATER DISTRICT
MINUTES OF THE
Regular Board Meeting
January 8, 2020**

Call Regular Meeting to Order:

President Rob Mills called the regular board meeting to order at 3:00 p.m., Wednesday, January 8, 2020.

Present:

President Rob Mills; Commissioner Sandra Mies-Grantham, Secretary; Commissioner Karen Otta, member. Commissioner Deanna Gravelle, member. Staff: Adam Denlinger, General Manager; Joy King, Office Manager; See sign in sheet for public attendance.

Excused Absences: Commissioner Glen Morris

Oath of Office:

Deanna Gravelle who was appointed as a commissioner to finish John Garcia's term who resigned on December 12, 2019, has accepted the appointment to fill the Position 2 vacancy. The term will expire on June 30, 2021. Deanna Gravelle will need to run for office at the next election. Joy S. King, who is a notary public administered the Oath of Office. Joy S. King will notify Dana Jenkins, the County Clerk of John Garcia's resignation and the appointment of Deanna Gravelle and will also make arrangements with Umpqua Bank to remove John Garcia and add Deanna Gravelle as a signer of all District bank accounts. The Umpqua Visa Credit cardholders also need to be updated removing John Garcia and adding Rob Mills as the President of the Board.

Announcements/Public Comments:

The GM, Adam Denlinger welcomed John Garcia who attended the meeting as a member of the public and Deanna Gravelle who is the newly appointed commissioner. Joy King announced that the District didn't receive an invoice to be included in PMR 49, therefore no PMR needs to be approved.

Consent Calendar:

Items on the consent calendar are Invoice List for December 2019/January 2020; December 12, 2019 minutes of the regular board meeting; December 2019/January 2020 Financial Report; General Manager's Report. Commissioner Sandra Mies-Grantham motioned to approve the consent calendar, not including PMR No. 49. Motion was seconded by Commissioner Karen Otta. Motion was carried 4 – 0.

Discussion and Information Items:

Source Water Project Update:

The District received a letter from USDA dated December 17, 2019, giving authorization to advertise for bids. The Source Water Beaver Creek project was advertised in the Daily Journal of Commerce (DJC) and electronically on December 18 through QuestCDN and so far 5 prime contractors have pulled contract documents. Most of the prime contractors are from the northwest and 2 of them are considered to be high-end prime contractors. There will be a mandatory pre-bid conference scheduled on January 23, 2019, at 10:30 a.m. The pre-qualified prime contractors, SRWD staff, District engineer and USDA representatives will attend the pre-bid conference. If 3 or more commissioners will attend, the District will need to advertise the pre-bid conference as a public meeting but no decision will be made.

Task Order No. 5 for Bid Services:

CH2M Hill/Jacobs Engineering submitted Task Order No. 5 for \$45,000 consisting of bid-related services for the project. Commissioner Karen Otta motioned to approve Task Order No. 5 submitted by the engineer for \$45,000. Motion was seconded by Commissioner Sandra Mies-Grantham. Motion was carried 4 – 0.

Request to Extend Filing the FY 2018-19 Audit Report :

The deadline to file the FY Audit Report with the Oregon Secretary of State Audit Division is December 31, 2019. The auditor is having difficulty reconciling the fund balances. The lead auditor reviewed the work and still can not reconcile the profit to the fund balance therefore she is suggesting asking for an extension to file the Audit Reports on February 28, 2020. The auditor's timeline is to have a draft on the week of January 13, 2020, for SRWD staff to review. The final copy will be available for approval at the February 15, 2020 board meeting. The request for an extension has been filed by staff with OST Audit Division on December 27, 2019, and we are waiting for approval.

Wholesale Water Rate Adjustment:

District staff received and reviewed the information used in calculating the annual rate adjustment from the City of Toledo. The rate effective January 1, 2020, through October 30, 2020, is \$3.67 per 1,000 gallons, an increase of \$.43 per 1,000 gallons from last year's rate of \$3.24. The wholesale rate was adopted through a resolution by the City Council on

63 December 18, 2019, and is effective beginning January 1, 2020, until the end of the contract on October 30, 2020. The
64 District is using less water at 46% compared to 48% last year. This is partly the result of the water main improvements and
65 AMI project that the District completed. The available data from 2012 to 2019 shows a 25% reduction in water purchased
66 and a 7% increase in service connections. The District has contact with the City Mayor and the City Pro-tem City Manager.
67 The City of Toledo will be hosting the Mid-Coast Water Partnership Planning meeting on January 9, 2020, at 2 p.m. at the
68 Toledo Fire hall.

69
70 **Decision Items:**

71 **Budget Calendar:** The Budget Calendar for FY 2020-21 was reviewed and approved by the Board. Commissioner Karen
72 Otta motioned to approve the FY 2020-21 Budget Calendar as presented. Commissioner Sandra Mies-Grantham
73 seconded the motion. Motion was carried 4 – 0.

74
75 **Budget Officer:**

76 Commissioner Karen Otta motioned to appoint Adam Denlinger as Budget Officer. Commissioner Sandra Mies-Grantham
77 seconded the motion. Motion was carried 4 – 0.

78
79 **Reports, Comments, and Correspondence:**

80 The District will be closed on January 20, 2020, in observance of Martin Luther King Jr. Day. The 2020 SDAO Annual
81 Conference is on Feb 7 – 9, 2020 at Seaside, Oregon. There will be an SRWD/Staff Strategic Planning Meeting on
82 February 13, 2020, from 12 p.m. to 3:30 p.m. facilitated by Dig Deep Consultants. The regular monthly board meeting will
83 follow at 4:00 p.m.

84
85 **Policy Receipt Acknowledgement Form:**

86 The State of Oregon passed a new law on Workplace Discrimination, Harassment, and Retaliation Policy and requires that
87 all employees and board members receive a copy of the new policy and sign the Policy Receipt Acknowledgement Form.
88 Each board member present received their copy and signed the form.

89
90 **Executive Session:**

91 President Rob Mills recessed the regular session at 3:50 p.m. and went into executive session per ORS 192.660(2)(h), To
92 consult with legal counsel concerning the legal rights and duties of a public body with regards to current litigation or
93 litigation likely to be filed. Representatives of the news media and designated staff shall be allowed to attend the executive
94 session. All other members of the audience are asked to leave the room. Representatives of the news media are
95 specifically directed not to report on any of the deliberations. No final decisions shall be made in Executive Session.

96
97 **Reconvened regular meeting:**

98 President Rob Mills adjourned the executive session at 4:40 p.m. and reconvened the recessed regular meeting.
99

100 **Recognition Plaque:**

101 The board discussed to recognize John Garcia for his 20 years of service to the District by presenting a plaque to him
102 where staff and board members are in attendance. Different ideas were discussed and the final decision is to use the gavel
103 that John Garcia used for 20 years and incorporate it with a design of water using glass artwork. Commissioner Karen Otta
104 will design it and the District will have a glass artist in Seal Rock make it if possible or order it online.

105
106 **Adjournment:** President Rob Mills adjourned the meeting at 4:50 p.m.

107
108 **Next Board Meeting:** February 13, 2020, at 4:00 p.m. Regular Board Meeting.

109
110
111
112
113
114
115
116

117 Approved by Secretary _____ Date: _____
118

Monthly Statistics		Comments				
Total customers	2595	Includes new connection Less Abandoned / Forfeited meter plus 3 SRWD meters (shop X 2 & office) plus 1 Hydrant meter				
New connections	1					
Reinstalls	0					
Abandonments / Forfeitures / Meter Removed	0					
Financial Report		Checking/MM	LGIP/PFMA	Fund Balances	Comments	
General	\$194,847.52	\$17,229.81	\$212,077.33			
Bond	\$739,999.39	\$0.00	\$739,999.39			
Capital Projects	\$199,371.53	\$477,377.67	\$676,749.20		\$2,691,821.79 G.O. Bond Proceeds:	
Revenue Bond	\$2,717.49	\$36,755.26	\$39,472.75			
Rural Development Reserve	\$0.00	\$58,048.61	\$58,048.61			
Dist. Office/Shop Reserve	\$2,528.08	\$137,628.03	\$140,156.11			
Depreciation Reserve	\$0.00	\$214,331.78	\$214,331.78			
SDC (formerly SIP)	\$0.00	\$446,959.92	\$446,959.92		\$988,509.00 SDC collections thru 1/31/20	
Water Source Improvement Rsrv	\$0.00	\$885,216.58	\$885,216.58			
TOTALS	\$1,139,464.01	\$2,273,547.66	\$3,413,011.67			
General Fund Review		Current	FYTD	Budgeted Amount	Comments	
Revenue	\$143,966.82	1,227,186.60	\$2,479,200.00			
Expenses	\$117,103.11	1,103,362.09	\$2,479,200.00		Contingency \$100,000; Transfers \$448,570; Total expenses budgeted \$1,930,630	
Net Gain or (Loss) from Operations	\$26,863.71	\$123,824.51				
Water Sales Revenue Comparison		Month	FYTD	Comments		
Projected Water Sales	\$134,421	\$1,061,635		Leak Adjustments & Billings Adjustments (YTD = July - June)		
Actual + In Lieu of Water Sales Less H2O CR	\$139,527	\$1,097,129		Less: Billing Adj YTD \$668.72; Leak Adj YTD \$33.05		
Over or (Under)	\$5,105.50	\$35,494.36		TOTAL YTD ADJUSTMENTS \$701.77		
Gallage Comparison		Current	Prior Year	Cost Comparison	Current	Prior Year
Gallons Purchased	9,374,000	7,062,000	Toledo Charges	\$33,102.30	\$23,245.35	
Gallons Sold (includes accountable loss)	6,612,411	6,771,551	SRWD Sales	\$134,526.77	\$134,423.01	
Variance %	29.46%	4.11%	Ratio: Sales/Cost	4.06	5.78	
Accountable Water Loss (gallons)	629,500		City of Newport Intertie Usage		0	
Approval To Pay Bills	Payroll 1/3/20 \$21,307.78		Payroll 1/17/20 \$20,862.91		Payroll 1/31/20 \$20,768.86	
Month of:	January	(after meetings)	February			
	GF A/P	\$9,635.96	GF A/P	\$41,698.36	up to 2/4/20	
	CPF A/P	\$0.00	CPF A/P	\$0.00		
	City of Toledo	\$0.00	City of Toledo	\$0.00		
	Bond Fund	\$0.00	Bond / Rev Bond Fund	\$0.00		
	Depreciation Rsv	\$0.00	Depreciation Rsv	\$0.00		
	AMI Project-Phase 3	\$0.00	AMI Project-Phase 3	\$500.00		
	Master Plan - Phase 3	\$0.00	Master Plan - Phase 3	\$0.00		
	MP - Phase 4 (IFA)	\$0.00	MP - Phase 4 (IFA)	\$4,270.50		
	Prelim. MP- Phase 4	\$0.00	Prelim. MP- Phase 4(USDA)	\$8,608.43		
	SDC Fund	\$0.00	SDC Fund	\$0.00		
	SRWD Funded	\$0.00	SRWD Funded	\$0.00		
Monthly Accrual Statistics		Beg. Balance	Accrued	Used/Paid	Balance	
		12/31/2019			1/31/2020	
Office Overtime Hours (2-01)	0.00	0.00	0.00	0.00		
Field Overtime Hours (2-02)	0.00	11.50	11.50	0.00		
PTO (3-01)	2357.47	182.79	44.50	2495.76		
Comp Time (9-01 / 9-02)	133.89	28.12	48.00	114.01		

PROJECT MONITORING REPORT With Exhibit A and Invoices 3. REPORT PERIOD Date: 01/01/20-01/31/20	1. Type of Request Final <u> </u> Partial <u> </u>	2. Report No. 49
	4. BORROWER INFORMATION Name: SEAL ROCK WATER DISTRICT Address: P. O. Box 190 Seal Rock, Oregon 97376	

BUDGET ITEMS <small>All entries under column b must be justified with an attachment. All entries under column e must be documented with attached invoice.</small>	STATUS OF BUDGET						
	PROGRAMS		FUNCTIONS		ACTIVITIES		
	(a) Budgeted Amounts	(b) Budget Change	(c) Revised Budget	(d) Previous Total	(e) This Period	(d)+(e) TOTAL	
a. Administrative Expense- Preliminary		\$5,153	\$5,153	\$5,153		\$5,153	\$0
b. Preliminary Engineering- ER/PER		\$498,108	\$498,108	\$498,108		\$498,108	\$0
c. Geotechnical Studies				\$0		\$0	\$0
d. Land, Structures, Right-of-way				\$0		\$0	\$0
e. Civil West Engineering				\$0		\$0	\$0
1) Basic Engineering Svcs	\$563,763	(\$519,763)	\$44,000	\$44,000		\$44,000	\$0
2) Additional Services/Inspection	\$402,688	(\$62,099)	\$340,589	\$340,589		\$340,589	\$0
f. Other Engineering				\$0		\$0	\$0
1) AMI Engineering Services -Civil West		\$170,750	\$170,750	\$170,750		\$170,750	\$0
2) Additional Services				\$0		\$0	\$0
g. Interest & fees (interim financing)	\$210,000	(\$152,807)	\$57,193	\$57,193		\$57,193	\$0
h. Legal/Administration	\$201,344	(\$159,436)	\$41,908	\$41,908		\$41,908	\$0
i. Contingencies	\$595,375	(\$595,375)	(\$0)	\$0		\$0	\$0
j. Equipment	\$395,000	(\$385,270)	\$9,730	\$9,730		\$9,730	\$0
k. Demolition/Removal	\$365,000	(\$365,000)		\$0			\$0
l. Site Work	\$369,600	(\$369,600)		\$0			\$0
m. Construction Cost :	\$2,897,275	\$365,518		\$0		\$0	\$0
1) Sched: 1		(\$32,322)	\$960,871	\$960,871		\$960,871	\$0
2) Sched: 2		(\$26,111)	\$2,243,489	\$2,243,489		\$2,243,489	\$0
3) Other: B Creek-Electrical Work PUD		\$3,113	\$3,113	\$3,113		\$3,113	\$0
4) Other:SCADA-The Automation Group		\$29,112	\$29,112	\$29,112		\$29,112	\$0
5) AMI Project		\$1,363,901	\$1,363,901	\$1,363,901		\$1,363,901	\$0
6) AMI Project- Other Equipment		\$20,217	\$20,217	\$20,217		\$20,217	
7) Schedule 2 - PRVs Project		\$130,785	\$130,785	\$130,785		\$130,785	\$0
8) Additional AMI Base Stations		\$87,967	\$87,967		\$1,445	\$1,445	\$86,522
n. TOTAL PROJECT COST	\$6,000,045	\$6,841	\$6,006,886	\$5,918,919	\$1,445	\$5,920,364	\$86,522
o. Funding Allocation							
1) Program Income= INTEREST			\$0	\$0		\$0	
2) Rural Development Loan	\$3,451,000		\$3,451,000	\$3,451,000		\$3,451,000	
3) Rural Development Grant	\$2,549,045		\$2,549,045	\$2,467,919	\$1,445	\$2,469,364	\$79,681
4) Other: DISTRICT CONTRIBUTION		\$6,841	\$6,841	\$0		\$0	\$6,841
5) Other:Interim Financing Loan	\$3,451,000		\$3,451,000	\$3,451,000		\$3,451,000	\$0
p. Total Project Funding (=line l)	\$6,000,045	\$6,841	\$6,006,886	\$5,918,919	\$1,445	\$5,920,364	\$86,522
q. Percentage of Completion				98.54%		98.56%	

5. CERTIFICATION
 I certify that; to the best of my knowledge and belief, the billed costs or disbursements shown are in accordance with the terms of the project and that an inspection has been performed and all work is in accordance with the terms of the construction contract.

BORROWER:	Signature of Authorized Certifying Official: _____	Date Submitted: _____
	Typed or Printed Name and Title: Adam Denlinger, General Manager	Telephone: 541-563-3529

6. RURAL DEVELOPMENT ACCEPTANCE
 This form and attachments have been reviewed and are accepted by Rural Development, unless otherwise noted. This review and acceptance by Rural Development does not attest to the correctness of the amounts, the quantities shown, or that the work has been performed under the terms of the agreements or contracts.

RURAL DEVELOPMENT	Signature of Authorized Certifying Official: _____	Date Submitted: _____
	Typed or Printed Name and Title: Holly Halligan, USDA Area Specialist	Telephone: _____



PO Box 190 – 1037 NW Grebe Street – Seal Rock, Oregon 97376
Phone: 541.563.3529 – Fax 541.563.4246 – Web: www.srwd.org

Seal Rock Water District

General Manager's Report:
 Board Meeting February 13, 2020

This report is an executive summary provided with this Board agenda to Commissioners with recommended actions if any. Detailed information, staff reports, and supporting materials are provided within the full agenda packet.

PHASE-4 SOURCE WATER PROJECT:

District staff working with engineers, consultants and representatives from USDA-RD to satisfy requirements of the USDA Letter of Conditions before receiving a letter of approval from USDA-RD to advertise the project.

Sealed Bids for construction of Beaver Creek Water Supply Project, addressed to District Manager, will be received at the office of the Seal Rock Water District, 1037 N.W. Grebe Street, Seal Rock, OR 97376, (Owner), until 2:00 p.m. local time, on February 18, 2020, at which time the Bids received will be publicly opened and read.

The Project consists of constructing the following new facilities:

River intake, raw water pump station, nearly 10,000 feet of 14-inch HDPE pipeline plus other smaller diameter pipelines and conduits, approximately 4,000-square-foot treatment plant CMU building, membrane equipment installation, other water treatment components, two welded steel tanks, one holding approximately 250,000 gallons and one holding approximately 500,000 gallons, one portable and one installed backup generator, and related facilities. The membrane filtration equipment, to be supplied by WesTech Engineering, Inc., has been pre-purchased by the Owner.

The Work will be completed in all respects within 480 calendar days from the date when the Contract Times commence to run.

The issuing office is CH2M HILL, 1100 N.E. Circle Blvd., Suite 300, Corvallis, OR 97330. Contact is Paul Berg, (541) 768-3413, Paul.Berg@jacobs.com. Prospective Bidders may examine the Bidding Documents at the issuing office on Mondays through Fridays between the hours of 9:00 a.m. and 4:00 p.m. (local time), and may obtain copies of the Bidding Documents as described below.

Bidding Documents also may be examined at Owner's office, 1037 N.W. Grebe Street, Seal Rock, OR, on Mondays through Fridays between the hours of 9:00 a.m. and 4:00 p.m. (local time).

Bidding Documents may be obtained from www.questcdn.com upon payment of \$15. To find document on this website, search for Owner name (Seal Rock Water District) or project name (Beaver Creek Water Supply). Contact Quest CDN at (952) 233-1632 or info@questcdn.com for assistance with registration, downloading, or other questions related to this bid. Return of the documents is not required and the amount paid for the documents is nonrefundable.

Each Bid must be submitted on the prescribed Bid Form and accompanied by Bid security as prescribed in the Instructions to Bidders. The Successful Bidder will be required to furnish the additional bond(s) and insurance prescribed in the Bidding Documents. Prior to submission of its Bid, Bidder shall be registered with the Oregon Construction Contractors Board. In order to submit a Bid, Bidders shall comply with the requirements listed in the Instructions to Bidders.

Bidders shall be qualified in accordance with the applicable parts of ORS 279C.430 through ORS 279C.450 in order to submit a Bid. It is anticipated that asbestos will be encountered during the Project. The requirements of ORS 468A.700 through ORS 468A.760 shall apply.

No Bid will be received or considered by Owner unless the Bid contains, or is accompanied by, a statement by Bidder that Bidder accepts prevailing wage rate provisions required by ORS 40 USC 276a.

Contractors can schedule to visit the Site by contacting Adam Denlinger, telephone (541) 563-4447.

Attendance at a pre-bid conference will be a mandatory requirement of submitting a Bid for this Project. The mandatory pre-bid conference will be held at 10:30 a.m. local time on January 23, 2020, at Owner's office, 1037 N.W. Grebe Street, Seal Rock, OR. Refer to Instructions to Bidders for additional information.

Owner's right is reserved to reject all Bids or any Bid not conforming to the intent and purpose of the Bidding Documents.

Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All listed iron and steel products used in this project must be produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

Phase-4 improvements project continues to move forward with several critical path tasks currently in progress:

- Staff continues working with representatives from USDA-RD, the District's finance consultant, and Bond Counsel in preparation for Phase-4 interim financing.
- On December 17th the district received authorization to advertise for bids from USDA-RD.
- Project was advertised electronically on December 18th through QuestCDN and so far, a total of 3-prime bidders has pulled contract documents.
- Mandatory pre-bid conference was held on January 23rd a total of 16-Prime contractors attended the meeting. District staff and engineer provided a tour of project sites and responded to several questions.
- Staff and engineers worked to develop Addendum No. 1 to address several questions from contractors related to the project.
- Project was also advertised through the Daily Journal of Commerce (DJC) on January 8th.

- Bond Documents have been completed and are in review by USDA-RD General Counsel, and Bond Counsel.
- RFP for interim financing has been developed by the district's financial consultant with SDAO and is ready to publish the sometime the first week of February.
- District staff are working with a local contractor to coordinate safe removal of trees at the Makai Tank Site.
- Engineer and staff met with representatives from Lincoln County PW to discuss project impacts to Beaver Creek Road and staging work to occur during dry season.

OTHER NOTABLE ACTIVITIES FOR THE MONTH INCLUDE:

- Facilitated district Staff/Safety meeting on Jan-13th.
- Participated in media interviews with Newport NewsTimes and Municipal Water Leader Jan-10th and Jan-14th.
- Hosted mandatory pre-bid conference for the Beaver Creek source water project Jan-23rd.
- Hosted project update with engineer and USDA-RD Jan-23rd
- Attended on-site Beaver Creek water quality field data collection meeting.
- Hosted the Mid-Coast Municipal and Water District working group meeting on Jan-21st.
- Worked with general counsel and title company to coordinate closing of easements.
- Hosted Beaver Creek project update with engineer and Lincoln County PW Jan-28th
- Attended SDAO Legislative Committee Meeting in Tigard Jan-30th.
- Attended the SDAO Annual Conference in Seaside Feb- 5th though the 9th.
- Field adjusted pressure reducing valves to increase fire flows to the north end of the system Jan-29th.

2020

2019 Budgeting Forecast for Property/Casualty, Workers' Compensation & Health Renewals

Dear Board Members and District Manager:

This information has been generated to assist your District with projecting insurance premiums as you prepare your operating budget for adoption in June 2019. Your District's individual claims frequency and severity of losses will play a key role in the final equation for your potential increases or decreases of premiums.

General Observations

Property and Liability insurance has experienced a fairly stable environment over the past few years despite a number of record setting catastrophic losses. Property and casualty insurers remain optimistic due to a thriving economy and robust reserves, estimated at \$760 billion. The P&C market will likely remain healthy and the soft market will continue.

Extreme weather, wildfires and hurricanes have caused the fourth highest number of insured losses which has proven to be a challenge for our industry. In a year with numerous man-made and natural disasters, insured losses have peaked at an estimated \$79 billion thus far. This is well above the 10-year annual average of \$71 billion and although lower than the 2017 losses of \$150 billion, 2018 is still the fourth most expensive year for insured losses on record. Total economic losses from disasters in 2018 are estimated at \$155 billion when all losses have been accounted for. Due to the catastrophes, this will most likely have an adverse effect on re-insurance rates, with property rates being the most affected...Think trickle-down effect.

Cyber Liability is an exposure with continuing concerns highlighted by the attacks in 2018 on Aadhaar (1.1 billion records), Exactis (340 million records), Under Armour (150 million records), MyHeritage (92 million records), Facebook (87 million records) and others. Last year saw an increase of compromised records where the number of breaches in the first two quarters of 2018 exceeded the total amount of breaches in all of 2017. An increase in cyber-attacks in 2018 has led to a need for more sophisticated protections and an increase in coverage amounts.

The current renewal period did not show any significant changes for the 2019 SDIS Property Coverage Document. The Trust will continue to review the property schedules to ensure consistency and clarity.

The trust focused their efforts on revising the 2019 Liability Document. Although there were not any coverage changes, SDIS separated the General Liability Coverage Document into two different coverage documents, the Public Entity Liability Document and the Auto Liability Document which resulted in minor changes on the declarations page of the SDIS policy.

Property

Early indications suggest on property rates will increase in 2019. **We recommend budgeting for a 10% property value trend to err on the side of caution** due to re-insurance rates. It is possible that some high value properties could see an even larger increase as carriers continue to fear catastrophic losses from a single event. Our suggestion is to review deductible options that align with your risk appetite and evaluate the District's Personal Property and Mobile Equipment to reflect new acquisitions and upgrades. It may be actuarially sound next renewal to explore increasing your deductibles, which could balance out or reduce the overall rate increase.

If your District has added any new vehicles or adjusted vehicle values, buildings, equipment or other property exposures, you will need to take those into account when anticipating premiums for your budgeting purposes.

Liability

Liability (Casualty) premiums are based on budgets and payroll, therefore if the District's budgeted income or payrolls are projected to increase, plan on proportional increases for the premium. As a hedge, you may want to budget for a **5-7% increase in your general liability rates**.

If your District has increased Budgeted Personal Services, Budgeted Materials and Supplies and Budgeted Contingencies or any other liability exposures, you will need to take those into account when anticipating premiums for your budgeting purposes

After careful consideration and discussions with SDIS, we tentatively anticipate a rate increase similar to the one we experienced in 2018-2019 for the 2019-2020 Package SDIS renewal.

Our recommendation is to budget for an overall increase of 7% for all Property and Liability lines.

Workers' Compensation

In September of 2018, Oregon Department of Consumer and Business Services approved 2019 pure rates submitted by NCCI with an average 9.7 % reduction from 2018. The NCCI's (National Council on Compensation Insurance) pure rate is the starting point for each class code and is multiplied by the carrier's rate load (operating costs) to obtain the cost per \$100

of payroll for each class code. The District's claims for the prior three years are factored into an equation to give an *experience modifier* based on your claims experience. **The formula used to calculate the experience modifier caps each individual primary loss at \$17,000 for 2019; the single claim limit remains at \$199,500.** The experience modifier (*1.0 is the average for each industry*) further adjusts the premium for the Workers' Compensation coverage.

In the next few months, those Districts that have opted for reimbursement of non-disabling claims will be given the option to pay back small claims, removing them from the experience modifier calculation. Part of our continuing service is to assist your District with the review of those claims and provide you with a Cost Benefit Analysis.

Please note Pure Rate changes in the following common Class Codes:

<u>Class Code</u>	<u>Description</u>	<u>Pure Rate change for 2019</u>
9102	Park All Employees NOC	- 9.95%
7720	Police Officers & Drivers	- 13.30%
7520	Waterworks Operations	- 5.05%

(Please let us know if there are other Class Codes you'd like to see.)

A couple of notes of importance for the coming year for Workers' Compensation:

- The cents-per-hour assessment for the Workers Benefit Fund will decrease from 2.8 cents per hour to 2.4 cents per hour.
- The non-disabling claims reimbursement will increase to \$2,100.

Health Benefits

There are no significant legislative changes on the horizon for 2019 that would affect full-insured health plans. **Health insurance is trending about 8%-12% for medical and 2%-4% for dental.**

Since SDIS is a self-funded program, SDIS will be able to provide a better estimate to the SDIS group at the upcoming SDAO conference in February. Please contact Rich Allm at rallm@whainsurance.com or Kim Nichol森 at knichol森@whainsurance.com with any benefits questions.

Bond/Crime Coverage

The District should avoid having more than one carrier for your Bond and/or Crime coverage to avoid potential reduction of coverage. Our recommendation to protect the District is that

Blanket Bonds or Crime Coverage should be written to cover full faithful performance of duties for all employees.

The rates with most companies will remain flat from the prior year. Recent claims against public entities suggest the need to evaluate accounting policies and procedures, as well as consider updating the limits to reflect your current exposure. While the State of Oregon's minimum requirement for the smallest Districts is \$10,000, most Districts should consider a minimum \$100,000 limit. Implementing more non-cost bearing internal controls and security systems is also recommended to reduce potential claims.

Marketing

WHA is currently monitoring companies and programs in the marketplace in order to fulfill our duty of due diligence for the most comprehensive coverage and policy forms, competitive premiums, efficient claims adjustors and loss control services. As we work with you, we will continue to approach the general insurance industry to provide a thorough market analysis.

WHA is a full service safety and risk management insurance agency. Our staff is available to provide assistance with your ongoing insurance and risk management efforts. If you have any questions or would like assistance, please contact us at 800-852-6140 or email your question to Jeff Griffin at jgriffin@whainsurance.com, or Jake Stone at jstone@whainsurance.com

Best Regards,



Jeffrey A Griffin, CEO
Public Entity Executive



Jake Stone, CISR, CSRM
Public Entity Executive

Office/Mailing Address: 2930 Chad Drive, Eugene, OR 97408
800-852-6140 or 541-342-4441 * Fax: 541-484-5434
Website: whainsurance.com

Draft 10/09/19

**Intergovernmental Agreement
Of
The Mid-Coast Water Providers Conservation Consortium**

October 2019

Draft 10/09/19

MID-COAST WATER CONSERVATION CONSORTIUM

This Inter-Governmental Agreement is entered into by and among the undersigned municipalities, districts, and _____, hereinafter called "Participants," to establish and operate a conservation consortium for water providers located in the Oregon Mid-Coast region.

Commented [SdS1]: This wording needs to be figured out by the lawyers. There are mobile parks, RV parks, an Inn, water associations, water systems, subdivision in addition to cities and water districts

RECITALS

WHEREAS, ORS Chapter 190 authorizes units of local government to enter into written agreements with any other unit or units of local government for the performance of any or all functions and activities that any of them has authority to provide; and that the agreement may provide that such functions and activities may be performed by an intergovernmental entity created by the agreement and governed by a board or commission appointed by, responsible to and acting on behalf of the units of local government that are parties to the agreement; and

WHEREAS, all the Participants of this Agreement are thus authorized to enter into an inter-governmental agreement; and

Commented [SdS2]: This language will need to be modified based on all of the potential participants described in my comment above.

WHEREAS, the Participants recognize that Mid-Coast water supplies are precious and limited and are vulnerable to drought, tsunamis, natural disasters, growing demands, and infrastructure failures; and

WHEREAS, the Participants desire to enter into an inter-governmental agreement in order to implement water conservation and water curtailment activities in a more coordinated and effective manner; and

Commented [SdS3]: Other potential wording: collaboratively and more efficiently promote water conservation and to improve coordination of water curtailment activities;

WHEREAS, all the Participants of this Agreement recognize that their respective organizations and customers can benefit from cooperative and coordinated water conservation outreach; and

WHEREAS, all the Participants of this Agreement recognize that their respective organizations and customers can benefit from cooperative and coordinated curtailment planning and outreach; and

WHEREAS, the Participants recognize that collaboration and cooperation improves the Participants abilities to address current and future water supply challenges, and thereby, enhances water supply resiliency;

Now, Therefore, the Participants agree as follows:

Section 1. Definitions

For the purposes of this agreement the following terms shall be defined as follows:

"Agreement" - This document and any authorized amendments thereto.

"Consortium" - Shall mean all Participants to this Agreement acting pursuant to and under the terms of the Agreement.

"Consortium Board" - Shall -mean the Board of Directors established by Section 9 of this Agreement, consisting of one representative from the governing board or council of each Consortium Participant.

Commented [SdS4]: This language may need revision. I'm not sure of all the different governing structures of the potential participants. Some organizations have commissions.

"Consortium Funds" - Consortium funds shall consist of all dues, voluntary contributions, grant monies and funding from any other source provided to the Consortium to conduct the activities and business of the Consortium.

Draft 10/09/19

Section 2. Establishment of the MWCC

There is hereby created an intergovernmental entity to be known as the Mid-Coast Water Conservation Consortium ("MWCC").

Section 3. Purposes

The general purposes of the Consortium are as follows:

- A. To coordinate and to augment water conservation outreach in the Mid-Coast region;
- B. To coordinate water curtailment planning, outreach, and implementation;
- C. To fund and/or support water conservation public outreach and education activities;
- D. To fund and/or support water curtailment planning and implementation, including public outreach activities;
- E. To provide a forum for the discussion of water conservation and water curtailment;

Section 4. Cooperation and Participants' Retained Authority

The Participants intend that the Consortium shall act through the processes laid out herein in the spirit of cooperation. Unless specifically provided for herein, by entering into this Agreement, no Participant has assigned or granted to any other or to the Consortium its water rights or the power to plan, construct, and operate its water system or perform any other obligation or duty assigned to it under law.

Section 5. Consortium Authority

In accomplishing its purposes, and utilizing organizational structure and decision-making process contained herein, the Consortium is authorized to:

- A. Adopt by-laws and other operating procedures consistent with the terms of this Agreement to govern Consortium operation and administration, including budgeting, finance, accounting, reporting, meeting arrangements, voting procedures, election of officers of Consortium component boards or committees, notice procedures, procedures for execution of contracts.
- B. Adopt and implement an annual work plan and budget;
- C. Collect regular dues from Participants to support the activities of the Consortium in amounts established as provided herein;
- D. Accept voluntary contributions from Participants in amounts higher than the regular dues for the purpose of conducting studies or engaging in other activities consistent with the Consortium purposes;
- E. Apply for and receive grants and accept other funds from any person or entity to carry on Consortium activities;

Draft 10/09/19

- F. Expend Consortium funds, however obtained, and establish accounts and accounting processes to manage Consortium funds or utilize the accounts and processes of Participants for such purposes under appropriate agreements;
- G. Execute contracts to obtain goods and services and to enter into arrangements whereby Participants may contract on behalf of the Consortium to obtain goods and services;
- H. Execute intergovernmental agreements;
- I. Establish procedures for managing its own staff, if desired, including hiring, development, compensation, and termination;
- J. Accept assignment of staff from individual Participants to conduct Consortium work and to reimburse the Participants for the salary and other costs associated with the assigned staff, as needed;
- K. Establish procedures and criteria whereby other units of government or entities may become Participants of the Consortium subsequent to the effective date of this Agreement;
- L. Take other actions within the powers specifically granted to the Consortium in this section to carry out the purposes stated in Sections 3 and Section 5 subsections A through K above.

Section 6. Participants

- A. Initial Participants. The initial Participants and signatories to this Agreement include the Cities of Lincoln City, Newport, Waldport, Yachats, and Seal Rock Water District;
- B. Additional Participants. The Consortium Board may accept additional governmental entities as Participants into the Consortium under terms and financial arrangements that the Board determines just and appropriate. The Board may establish standards for membership in its by-laws or may allow new Participants to join on a case by case basis. Provided, however, that in all cases, no new member may join the Consortium without the affirmative vote of a majority of the Board. Additional Participants shall be allowed to join the Consortium only at the beginning of a fiscal year.
- C. Withdrawal. Any Participant may withdraw from Consortium at the end of a fiscal year. To the extent it is able to do so, any Participant intending to withdraw from the Consortium shall endeavor to provide written notice to the Chair of that fact prior to February 1 and the approval of the Consortium's next fiscal year's budget. Withdrawing Participants shall be responsible for dues for the entire fiscal year during which withdrawal occurs.
- D. Voting Rights. Voting rights on the Board will be extended only to Participants and shall be limited to one vote per such Participant.

Draft 10/09/19

Section 7. Dues

- A. Each Participant of the Consortium shall pay annual dues no later than September 1 of each year sufficient to fund the approved annual budget of the Consortium, as established by the Board, provided, however, that the Board may establish a different payment amount and/or schedule for a Participant upon request from that Participant or upon the Board's own motion.
- B. The dues for each Participant shall be established annually by the Board based on the Annual Work Plan and Budget. Participant dues shall fall within tiers related to such factors as the number of connections, population size, and water demands of the Participant relative to other Participants.
- C. If any Participant becomes unable to pay its annual dues obligation for reasons of financial constraint, the Board may negotiate a payment schedule with that Participant.
- D. A Participant that fails to pay its assigned dues by September 1 or a time otherwise established by the Board pursuant to Section 7.A. and Section 7.C. shall be automatically removed as a Consortium Participant.
- E. Budget reserves resulting from any prior fiscal year may be used to offset dues of Participants in subsequent fiscal years, as available and approved by the Board.

Section 8. Work Plan and Budgeting

- A. By February 1 of each year, the Board shall adopt an annual work plan of Consortium activities for the upcoming fiscal year beginning on July 1.
- B. At the same time, the Board shall adopt a budget sufficient to conduct the Consortium's Annual Work Plan. The budget shall also include a calculation of the dues owed by each Participant to fund the budget as provided in Section 7, taking into account any grants or non-dues funds available to the Consortium, and a table apportioning the dues to each Participant.
- C. The budget may include special studies that will be funded by fewer than all of the Participants on a voluntary basis.
- D. The Board may amend the budget and the work plan at any time during the year as it deems appropriate except that dues may only be increased annually as provided for in Section 7. Additional expenditures may be permitted so long as there are identified sources of revenue, other than increased dues, for such expenditure(s), such as grants or non-dues funds contributed by Participants.

Section 9. Consortium Board

- A. The Consortium Board shall be made up of one representative staff member, board member, or council member appointed by each Participant. Each Participant shall also appoint an alternate representative staff member, board member, or council member to serve in the absence of the primary representative. Provided, however, that if the Board Chair does not attend a meeting, the Vice-Chair shall assume the Chair's duties rather than the Chair's alternate.

Draft 10/09/19

- B. The Board is authorized to: (1) approve the Consortium's annual work plan and budget; (2) set Consortium policy; (3) approve new Participants; (4) recommend water conservation and water curtailment planning and regional cooperation actions to Participants' governing boards or councils; (5) recommend to the governing boards or councils of the Consortium Participants amendments to this Agreement; (6) adopt by-laws; (7) exercise any other powers and authority granted to the Consortium by this Agreement necessary to accomplish Consortium's purposes as established in Section 3 of this Agreement.
- C. Upon its first meeting, the Board shall elect a temporary Chair and Vice-Chair and shall proceed within three months thereafter to adopt such by-laws as it deems advisable, consistent with this Agreement. Consistent with the terms of this Agreement, the by-laws shall, at least, (1) establish the offices of Chair and Vice-Chair and determine their terms, their general duties, and the method for their election; (2) establish how the Participants' governing boards or councils shall notify the Consortium of their appointment of Board members and alternates; (3) establish a method to allow additional entities to apply for membership; (4) establish a method to determine timing of meetings, provided that the Board must meet at least once a year; (5) establish a method whereby the Board can create subcommittees of the Board and other advisory committees or bodies to assist the Board in conducting its business.
- D. Unless specified otherwise in this Agreement or the bylaws, Board actions must be approved by a vote of a majority of the Board members present and eligible to vote at a meeting at which a simple majority of the Board is present.

Commented [SdS5]: See previous related comment
 Commented [SdS6]: See previous related comment

Commented [SdS7]: See previous related comment

Section 10. Fiscal Agent

The Board shall designate a fiscal agent for the Consortium among its Participants, unless authorized from the Consortium Board.

Section 11. Dispute Resolution

Disputes among the Participants shall, if possible, be resolved through the use of a mandatory, binding dispute resolution mechanism established by Consortium Board in the by-laws. However, the issues subject to this dispute resolution mechanism shall be limited to interpretation of the terms of the Agreement. No issues related to water supply development or program development by individual members will be raised as part of this dispute resolution mechanism.

Section 12. Duration and Dissolution

This Agreement shall remain in effect, subject to the following: (1) any Participant may withdraw at any time as provided in this Agreement; (2) should all but one Participant withdraw, the Agreement shall end and the Consortium shall be dissolved; (3) the Agreement may be ended and the Consortium dissolved by a majority vote of the Board.

Section 13. Legal Liability

Participants agree to share any costs or damages, including reasonable attorney's fees, from third party actions against the Consortium. The obligation shall apply to any entity that was a Participant

Draft 10/09/19

in the Consortium at the time the liability arose or the cause of action accrued. Payment obligations shall be proportional to the dues of each entity. Participants agree to assist and cooperate in the defense of such an action. Settlement of any action that would impose an obligation to pay upon the Participants under this provision must be approved by a majority of the Board.

Section 14. Indemnification

To the extent permitted by the Constitution and laws of Oregon relating to units of local government and subject to the limitations of ORS 30.265 to 30.300, each Participant shall indemnify, defend and hold the others harmless from any liability arising from that Participant's negligence in connection with Consortium activities including but not limited to acts or omissions of the Participant's officials, employees, and agents.

Section 15. Oregon Law and Forum

- A. This Agreement shall be construed according to the law of the State of Oregon.
- B. Any litigation between the Participants under this Agreement or arising out of work performed under this Agreement shall occur, if in the state courts, in the Lincoln County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

Section 16. Public Notification

Meetings of the Consortium Board and any subcommittees of those bodies shall be considered open meetings as provided by law.

Section 17. Agreement Amendments

Amendments to this Agreement shall be recommended by the Board and shall be effective when authorized by the governing board or council, as the case may be, of every Participant.

Commented [Sd58]: See previous related comment

Draft 10-09-19

**Mid-Coast Water Conservation Consortium
By-laws**



Draft 10-09-19

**ARTICLE 1
DEFINITIONS**

For the purposes of these bi-laws, the following terms shall be defined:

"Agreement" - Shall refer to the Mid-Coast Water Conservation Consortium Intergovernmental Agreement 2019.

"Consortium" - Shall mean all Participants acting pursuant to and under the terms of the Agreement.

"Consortium Board" - Shall -mean the Board of Directors established by Section 9 of the Agreement and Section 5 of these bi-laws

"Consortium Funds" - Consortium funds shall consist of all dues, voluntary contributions, grant monies and funding from any other source provided to the Consortium to conduct the activities and business of the Consortium.

"Participant" - Shall mean any dues paying member of the Consortium that is a public water supply agency, including cities and water districts.

Commented [SdS1]: This definition may need some expanding to incorporate all of the different types of potential water provider participants

**ARTICLE 2
PURPOSES**

As described in the Agreement, the general purposes of the Consortium are:

- A. To coordinate and to augment water conservation outreach in the Mid-Coast region;
- B. To coordinate water curtailment planning, outreach, and implementation;
- C. To fund and/or support water conservation public outreach and education activities;
- D. To fund and/or support water curtailment planning and implementation, including public outreach activities; and
- E. To provide a forum for the discussion of water conservation and water curtailment.

These by-laws are intended:

- A. To comply with the Agreement that formed the Consortium;
- B. To establish rules for membership, related dues, and voting rights;
- C. To establish guidance the creation and authority of the governing Consortium Board;
- D. To establish administrative rules for the Consortium;
- E. To establish guidance for the creation of an annual Work Plan and Budget;
- F. To establish rules for the management and expenditure of Consortium funds

**ARTICLE 3
MEMBERSHIP**

- A. Initial Participants
Those Participants who signed the Agreement in 2019.
- B. Additional Participants
 - a. Any other public water provider wishing to become a Participant of the Consortium shall so inform the Consortium Board by submitting a written request to the Board. The written request to join the Consortium must include a statement describing the reasons the entity desires to become a Consortium Participant. Such entity shall comply with whatever standards and financial criteria the Board has established. Such entity shall then become a Participant in the Consortium if a majority of the Board votes in favor of its admission.
- C. Withdrawal

- a. Any Participant may withdraw from the Consortium at the end of any fiscal year by submitting written notice to the Chair of the Consortium Board, preferably prior to February 1 of the year in which it tends to withdraw and prior to the approval of the Consortium's next fiscal year's budget, but not less than 90 days prior to the end of that fiscal year (April 1). Any withdrawing Participant shall remain financially responsible for paying its annual dues through the remainder of the fiscal year in which withdrawal is announced.

D. Membership Term

- a. Membership is granted through a given fiscal year, beginning on July 1 and extending through June 30 of the following calendar year. The membership of each Participant shall be renewed automatically each fiscal year so long as the Participant does not withdraw or fail to pay its dues.

Commented [Sd52]: Should each participant state each year in writing that they agreed to the dues approved under the Annual Work Plan and Budget? Or is this language ok? Does this belong here or under its own heading?

ARTICLE 4
CONSORTIUM BOARD

A. Generally

The Consortium Board was established by the Agreement and is the entity to which these by-laws apply. Consortium Board's primary purpose is to set policy for and oversee the conduct of the Consortium.

B. Composition

- a. The Consortium Board shall be made up of one representative appointed by each Participant, with the representative being a staff member, board member, or council member of the Participant. Each Participant shall also name an alternate Consortium Board representative that is a staff member, board member, or council member of the Participant.
- b. Each Participant's governing board or council shall notify the Consortium Board Chair, in writing, of any change in their chosen Board representative and alternate.

Commented [Sd53]: This wording may need to be revised to encompass all of the types of governing

C. Authority

- a. The Consortium Board is authorized to:
 - i. Govern itself under Roberts Rules;
 - ii. Elect a Chair and Vice-Chair;
 - iii. Approve and amend the Consortium's Annual Work Plan and Budget as further described in the Agreement and Article 7 of these by-laws;
 - iv. Set dues and payment structure;
 - v. Set Consortium policy;
 - vi. Adopt and amend the by-laws;
 - vii. Approve additional water providers as Participants into the Consortium;
 - viii. Establish the terms and financial arrangements under which such new Participants may be accepted, or permit new Participants to join on a case by case basis, so long as no new member is permitted to join without an affirmative vote of a majority of the Board;
 - ix. Approve contracts and authorize their implementation;
 - x. Establish subcommittees and other advisory committees as the Consortium Board may deem necessary to conduct its business. Subcommittees and/or advisory committees may be created or dissolved by a vote of the Consortium Board. If created, the Consortium Board shall designate the chair and membership of the committee and may establish terms of membership. Any Board member may request the addition of one or more Participants to any

Draft 10-09-19

subcommittee or advisory committee. The Board may also appoint advisory committees that are not solely composed of Participants. The Board may invite persons with special expertise or interests and laypersons to sit upon an advisory committee;

- xi. Establish a standing "Executive Committee" made up of Board members that are appointed by the Consortium Board. If created, the Board shall endeavor to achieve geographic representation and representation from municipalities and water districts that form the Consortium. The purpose and function of the Executive Committee would be determined by the Board at the time of the Committee's creation. At no time may the "Executive Committee" act on behalf of the Board unless specifically authorized to do so;
 - xii. Approve and/or authorize funding for special studies supportive of the Consortium purposes;
 - xiii. Seek and accept sources of revenue other than dues and authorize other expenditures as long as they are to be covered by identified sources of revenue; and incorporate additional sources of revenue into the annual budget or as a budget amendment;
 - xiv. Recommend water conservation, water curtailment, and regional cooperation actions to Participants' governing boards or councils; and
 - xv. Exercise any other powers and authority granted to the Consortium in the Agreement necessary to accomplish the Consortium's purposes.
- b. The Consortium Board may not delegate authority to:
- i. Execute intergovernmental agreements;
 - ii. Approve the Annual Work Plan and Budget;
 - iii. Approve the admission of Participants to the Consortium; and
 - iv. Dissolve the Consortium.

Commented [Sd54]: See previous comment about this

D. Meetings

- a. The Consortium Board shall determine how frequently to meet provided, however, that it must meet at least once a year.
- b. The Consortium Board may hold special meetings, meaning meet at times other than those regularly scheduled as deemed necessary by the Consortium Board, the Board Chair, any two Board members, or the Executive Committee, if one is created.
- c. The location of the Board meetings shall be determined by the Board, but shall be determined with lead time sufficient to provide adequate notice.
- d. Board members may participate in meetings by physically attending the meeting or through electronic means which permit a member not physically present to fully participate in all of the proceedings by audio and/or visual connection.
- e. All Consortium Board meetings shall be conducted in accordance with the latest addition of our revision to Roberts Rules of Order or as formally modified by the Consortium Board. Opportunities for public comment will be provided at each Consortium Board meeting.
- f. Meetings of the Consortium Board and/or committees shall be considered public meetings. Notice of all Board meetings shall be noticed as required by the State of Oregon's public meetings law. The Board Chair shall direct which Board member, consultant, or staff person shall provide notice of meetings.
- g. A simple majority of the membership of the Consortium Board shall constitute a quorum for its business, except as otherwise specified in the Agreement or these by-laws. To be

Draft 10-09-19

effective, the Consortium Board actions must be approved, at a minimum, by an affirmative vote of the majority of the quorum.

E. Voting

- a. Each Participant member of the Board shall have one vote. Alternate in attendance may vote, and absence of the primary representative, but voting by proxy shall not be allowed.

F. By-Law Adoption

- a. The Consortium Board shall adopt by-laws within three months of its first meeting.

**ARTICLE 5
OFFICERS**

The Consortium Board shall have at least the following official positions:

1. Board Chair
2. Board Vice-Chair

The Consortium Board may elect other officers as well. If such officers are elected their terms in office and duties shall be described by the Consortium Board.

A. Terms of Office

- a. Board Chair and Vice-Chair shall each be elected for a one-year term by a majority of the members of the Consortium Board, with a possible succession of one more consecutive years if re-elected by the Board.
- b. An officer may be removed by a majority of the Consortium Board members. A vacancy in any office shall be filled for the unexpired remainder of the term by majority of the Consortium Board members.

B. Duties

The duties of the Consortium Chair are:

1. Preside at all Board Meetings
2. Ensure adherence to the by-laws
3. Make all committee appointments assigned to the Chair in these by-laws
4. Scheduling regular and special meetings, or work with Consortium staff or consultants to schedule these meetings;
5. Act as spokesperson for the Consortium on adopted Consortium policy deliberations and actions, and to delegate such responsibility as deemed appropriate
6. Sign on behalf of the Consortium all Board-approved contracts, resolutions or any other documents that contain statements of Consortium policy
7. Develop meeting agendas
8. Review the minutes of Consortium meetings;
9. Sign all Consortium documents which contain statements of Consortium policy;
10. Review and approve all Consortium check runs;
11. Such other duties as the Board or the Consortium Agreement assign to the Board Chair.

The duties of the Vice-Chair are:

1. Perform the functions of the Board Chair when the Chair is not available
2. Perform such other functions as may be assigned by the Board or the Consortium Agreement.
3. Review and approve all Consortium check runs

Delegation of Duties

Draft 10-09-19

Whenever an officer is absent, or unwilling or unable to perform the officer's duties, the Board may appoint another participant Board member to perform the officer's duties until the officer recovers, returns or a new officer has been elected, as deemed appropriate by a majority of the Board.

Election

All officers of the Board shall be elected from among the Board Participants by a majority vote of the Board at a meeting at which there is a quorum.

Vacancies

Any vacancy occurring on the Board by reason of resignation, death or otherwise shall be filled by an alternate until official notice of a new representative is given by the affected Participant entity. If the alternate is appointed to serve as the primary representative, a new alternate shall also be named. These designations shall be provided to the Board Chair and staff, in writing, and shall occur within a reasonable time of the vacancy. The Vice-Chair shall take over for the Chair should that position become vacant. A new Chair will be chosen at the next Board meeting at which there is a quorum present. When a Participant's representative, or alternate, no longer holds the position with that Participant, that person may no longer serve on the Board.

ARTICLE 6

PRESUMPTION OF ASSENT

A Board member, or a member of any committee, subcommittee or advisory committee, created by the Consortium Agreement or the Board, who is present at a meeting where action was taken and that person would have had a right to vote, is deemed to have assented to action unless his or her dissent or abstention shall be entered in the minutes of the meeting.

ARTICLE 7

ANNUAL WORK PLAN AND BUDGET

- A. By February 1 of each year the Consortium shall prepare a Work Plan of activities for the upcoming fiscal year beginning on July 1;
- B. Concurrently, the Consortium shall prepare a budget sufficient to implement and complete the annual Work Plan and shall not exceed the available revenue is established through regular Duke collection or additional revenue that may be made available through acquired grants or other non-dues related revenue. In no instance shall cost of operations for the Consortium exceed available revenue or create indebtedness of any kind;
- C. The Consortium Board may amend the annual budget and Work Plan at any time during a given fiscal year as it deems appropriate subject to available revenue. In no case shall such amendments cause the annual dues of any Participant to be altered.

ARTICLE 8

FISCAL MATTERS

These matters are addressed in Section 8 of the Consortium Agreement and through the Consortium Board's authorization herein.

ARTICLE 9

EMPLOYMENT OF STAFF

Draft 10-09-19

If the Consortium decides to employ staff, staff employment for the Consortium will be addressed in detail in a separate agreement. Refer to Section 5 of the Consortium Agreement.

ARTICLE 10 ADVOCACY

It will be the general policy of the Board to wait to take action on substantive policy matters only at a meeting following a meeting at which such policy matters were previously discussed. In order to act on time sensitive matters, however, this rule may be suspended upon a two-thirds affirmative majority vote at a meeting at which a quorum is present.

ARTICLE 11 DISPUTE RESOLUTION

The intent of the Consortium alternative dispute resolution process is to afford members of the organization an inexpensive, quick, final, and effective method to resolve disputes that cannot otherwise be resolved. This process is only intended to be utilized for disputes arising from issues related to the Consortium's IGA or By-laws. **Water rights and permits are not issues for this dispute process.**

Dispute Resolution Process:

1. If one or more Participants have a dispute with another Participant(s) they otherwise cannot resolve, the parties in the dispute are to reduce their issue(s) to a written statement. The written statement which initially raises the conflicts for resolution shall : (1) specify in which manner the subject conduct is believed to be inconsistent with the Consortium Agreement or By-Laws; (2) specify which section or sections of the Consortium Agreement or By-Laws are at issue; (3) state who the parties are; (4) state what it or they view as a reasonable resolution to their complaints. No claim of inconsistency will be considered which is not so provided.
2. The written statement(s) should be forwarded to the Board Chair of the Consortium along with the name a person who will represent them in the dispute resolution process. This person is not to be their attorneys, but a layperson who is familiar with the issues related to their dispute(s).
3. The parties' representative(s) will select an additional person who will set as a panel of (3) to in order to review the dispute(s).
4. The Board Chair will assign a time and place for the parties to meet.
5. Once the panel has reviewed the case and arrived at a resolution they will draft their findings and forward them to the respective parties and the Board Chair.
6. If either party is in disagreement with the findings of the panel they will state their objections in writing to the Board Chair within 5 business days.
7. The Board Chair can make a recommendation to the parties and the full Consortium Board upon receipt of the findings or forward the findings along with the written objections of the parties to the entire Consortium Board for a final ruling. A ruling by the Consortium Board is final and binding on all parties.

ARTICLE 12 DISSOLUTION

Draft 10-09-19

The Consortium shall be dissolved when only one Participant remains or the Consortium Board votes to dissolve, as stated in Section 12 of the Consortium Agreement.

**ARTICLE 13
BY-LAW AMENDMENT**

These by-laws may be amended by a majority vote at a Consortium Board meeting when a quorum is present. If possible, proposed By-Law amendments should be listed in the notice of the meeting at which they will be considered.

Appointed/Reappointed Budget Committee Members (3 YEARS TERM)

NAME	DATE APPOINTED	TERM
(1) Vacant	Reappointed Jan 2017	1. (FY 17-18 Budget) June 2017 2. (FY 18-19 Budget) June 2018 3. (FY 19-20 Budget) June 2019 4. (FY 20-21 Budget) June 2020
(2) James Senn 8450 SW Marine View St South Beach Oregon 97366	Reappointed Jan 2016	1. (FY 16-17 Budget) June 2016 2. (FY 17-18 Budget) June 2017 3. (FY 18-19 Budget) June 2018 4. (FY 19-20 Budget) June 2019
(3) Barry Compton 7534 S. Coast Hwy South Beach OR 97366	Reappointed Jan 2016	1. (FY 16-17 Budget) June 2016 2. (FY 17-18 Budget) June 2017 3. (FY 18-19 Budget) June 2018 4. (FY 19-20 Budget) June 2019
(4) Tom Ryan 13973 NW Alika Drive Seal Rock OR 97376	Appointment Feb 2018	1. (FY 18-19 Budget) June 2018 2. (FY 19-20 Budget) June 2019
(5) Barbara Flewellyn 13705 NW Alika Dr. Seal Rock OR 97376	Reappointed Jan 2016	1. (FY 16-17 Budget) June 2016 2. (FY 17-18 Budget) June 2017 3. (FY 18-19 Budget) June 2018 4. (FY 19-20 Budget) June 2019

800-377-8646

Se habla Español

EDCO.COM
SUPPLYING RECOGNITION TO THE ENTIRE USA!



33

1135 Reviews 5.0 Google score

[Home](#) [Corporate Awards](#) [Glass Awards](#) [Art Glass Awards](#) [Royal Art Glass Flame](#)

Royal Art Glass Flame



© edco

[Overview](#)

[Top Questions](#)

[Price Guarantee](#)

[Shipping](#)

Choose our exclusive Royal Flame Art Glass award to honor outstanding achievements! Constructed from blown glass, this award showcases molten swirls of colors coming together in a beautiful depiction of a colorful flame. Your congratulatory message will be etched in to a black plate in bright silver at the base of the award. Rush service and shipping available to the entire USA!

800-377-8646

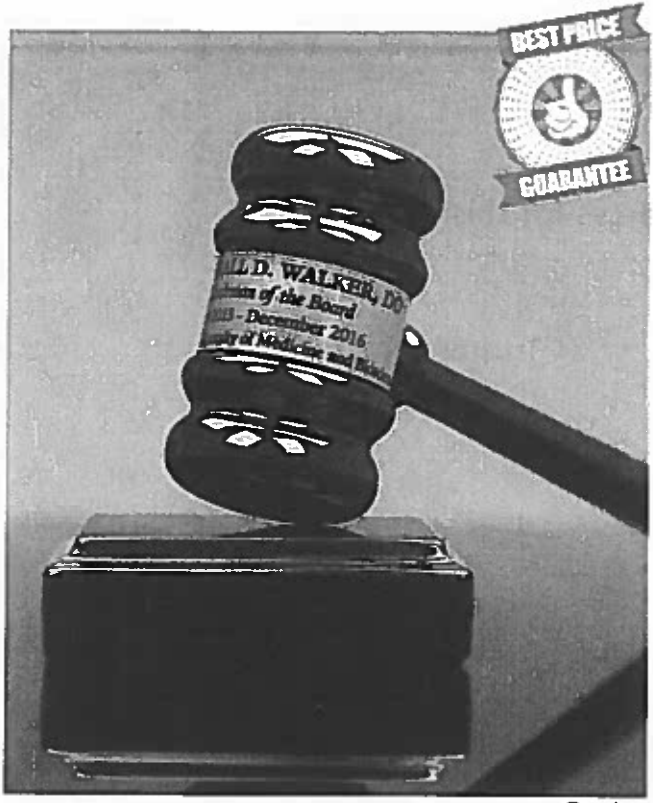
Se habla Español



1135 Reviews ★★★★★ 5.0 Google score

Home Corporate Awards Award Plaques Gavel Awards Premium Gavel in Gift Case

Premium Gavel In Gift Case



© edco

Overview

Top Questions

Price Guarantee

Shipping

Choose our handsome piano-finished Rosewood Gavel & Sound Block to recognize someone special. This award features a beautiful 12"x5" x3.25" brass-hinged Gift Case constructed from the same premium quality rosewood as the gavel and sound block. Your personalized inscription will be imprinted