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SEAL ROCK WATER DISTRICT  
Regular Board Meeting  
Thursday, October 8, 2020 @ 4:00 p.m.  
Public Meeting by Zoom Video Conference:

Due to the Governor's Executive Order related to public gatherings, SRWD will hold this meeting through Zoom video conferencing. The public is invited to attend the meeting electronically. Please E-mail tkarsen@srwd.org to receive the meeting login information.

SRWD encourages the public to submit written comments on items included in the agenda by email to tkarsen@srwd.org by 2:00 p.m. on the day of the meeting to be included in the record. Comments received will be shared with the SRWD Board of Commissioners and included in the permanent record.

- **Call Regular Meeting to Order:**

- **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 (3) minutes.*

- **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                               | September 2020 to October 2020 |
| ● Board Meeting Minutes                      | September 10, 2020             |
| ● Financial Report / Approve Invoices        | September 2020 to October 2020 |
| ● Business Oregon Disbursement Request No.24 | October 2020                   |
| ● USDA PMR Phase IV No. 4                    | October 2020                   |
| ● Contractor's Pay Request No. 4             | October 2020                   |
| ● General Manager's Monthly Report           | September 2020 to October 2020 |

- **Discussion and Information Items:**

- Consider Primary Source Water Project Update.  
Presented by: Rob Mills, Board President  
Adam Denlinger, General Manager  
Jeff Hollen, General Counsel

- **Decision Items:**

- Consider Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Grant Agreement.  
Presented by: Trish Karlsen, Bookkeeper
- Temporary wholesale water purchase agreement.  
Presented by: Jeff Hollen, General Counsel  
Adam Denlinger, General Manager
- Consider Approving Municipal Auditor Engagement Letter.  
Presented by: Joy King, Office Manager

- **Reports, Comments and Correspondence:**

- Mid-Coast Water Planning Partnership September Newsletter.
- General Manager Annual Performance Evaluation Package – Due December 10, 2020
- Employee Appreciation Luncheon November 12<sup>th</sup> @ 12:00 noon, followed by the November Board meeting @ 2:00pm
- District Auditor will be conducting inhouse assessment October 19<sup>th</sup> and 21<sup>st</sup>.

- **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.
- **Adjournment: Next Meeting: November 12, 2020 @ 2:00 p.m.** Regular Board Meeting or establish date.

Report Criteria:

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

**ORIGINAL**

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>01-1310</b>				
BRIAN &/OR LESLIE GREEN	093020	Refund Overpaid Final Bill	09/30/2020	7.42
CARL &/OR CONNIE ANDERSON	092920	Refund Overpaid Final Bill	09/29/2020	18.93
TIM BEADLE	092320	Refund Overpaid Final Billing	09/23/2020	60.65
Total 01-1310:				87.00
<b>01-5271</b>				
CHARTER COMMUNICATIONS	007859709192	Internet (Office)	09/19/2020	114.98
Total 01-5271:				114.98
<b>01-5272</b>				
AT&T MOBILITY	287298824454	Wireless	09/15/2020	254.90
Total 01-5272:				254.90
<b>01-5290</b>				
STAPLES BUSINESS ADVANTA	8059652266	Oxford 1-Subject Notebook, 6" x 9.5", College Ruled, 80 Sheets, Blue	09/12/2020	3.37
STAPLES BUSINESS ADVANTA	8059652266	TRU RED 8.5" x 11" Copy Paper, 20lbs, 92 Brightness, 5000/Carton	09/12/2020	39.99
STAPLES BUSINESS ADVANTA	8059652266	TRU RED File Folder, 1/3 Cut Tab, Letter size, Manilla, 100/Box	09/12/2020	9.74
STAPLES BUSINESS ADVANTA	8059652266	Post-It Flags, 1" Wide, Pink, 100 Flags/Pack	09/12/2020	7.14
STAPLES BUSINESS ADVANTA	8059652266	Post-It Flags, 1" Wide, Purple, 100 Flags/Pack	09/12/2020	7.14
STAPLES BUSINESS ADVANTA	8059652266	Post-It Flags, 1" Wide, Orange, 100 Flags/Pack	09/12/2020	6.74
STAPLES BUSINESS ADVANTA	8059652266	Post-It Flags, 1" Wide, Green, 100 Flags/Pack	09/12/2020	6.74
STAPLES BUSINESS ADVANTA	8059652266	Post-It Flags, 1" Wide, Blue, 100 Flags/Pack	09/12/2020	10.11
STAPLES BUSINESS ADVANTA	8059652266	Tombow MONO Original Correction Tape, White, 2/Pack	09/12/2020	7.28
STAPLES BUSINESS ADVANTA	8059652266	Post-It Flags, .47 Wide, Assorted Colors/ 140 Flags/Pack	09/12/2020	3.93
STAPLES BUSINESS ADVANTA	8059652266	Brother M231 Label Maker Tape, .47"W, Black on White	09/12/2020	6.41
STAPLES BUSINESS ADVANTA	8059724660	Maxell MXLVDVR50S 4.7 GB DVD-Spindle, 50/Pack	09/19/2020	20.49
Total 01-5290:				129.08
<b>01-5291</b>				
US POSTAL SERVICE - SEAL R	092920	5 rolls stamps (forever .55 cents)	09/29/2020	275.00
US POSTAL SERVICE - WALDP	091820	Bulk Mailing	09/18/2020	876.70
Total 01-5291:				1,151.70
<b>01-5310</b>				
DEPARTMENT OF MOTOR VEHI	09302020	Transfer Plate VIN#5TFUY5F14LX910446	09/30/2020	6.00
TCB SECURITY SERVICES INC.	230126	Answering/Dispatch Services Monthly Fee	10/01/2020	40.00
Total 01-5310:				46.00
<b>01-5610</b>				
CENTRAL LINCOLN P.U.D.	092320	Utility Services	09/23/2020	1,451.02
Total 01-5610:				1,451.02
<b>01-5630</b>				
FERGUSON WATERWORKS #30	0903023	5/8x3/4 water meters	09/09/2020	3,711.36

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total 01-5630:				3,711.36
<b>01-5631</b>				
LINCOLN COUNTY FLEET SERV	43924	service call, scan codes, remove aftertreatment module, separate to clean out soot	09/10/2020	671.60
LINCOLN COUNTY FLEET SERV	43924	outside work	09/10/2020	22.95
LINCOLN COUNTY FLEET SERV	43924	gasket	09/10/2020	9.70
LINCOLN COUNTY FLEET SERV	43924	gasket- exhaust	09/10/2020	9.57
LINCOLN COUNTY FLEET SERV	43924	gasket- afm	09/10/2020	127.51
Total 01-5631:				841.33
<b>01-5634</b>				
ANALYTICAL LABORATORY GR	130940	Lead & Copper Sample Date 9/1-9/2/20	09/09/2020	723.20
ANALYTICAL LABORATORY GR	131418	Coliform, Presence/Absence by SM 9223 B-18 (ALG) & Lead & Copper 9/16/20	09/22/2020	303.00
Total 01-5634:				1,026.20
Grand Totals:				8,813.57

Dated: SEPT-30-2020

General Manager: A. A. [Signature]

Dated: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Report Criteria:

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

5

**SEAL ROCK WATER DISTRICT  
MINUTES OF THE  
Regular Board Meeting by Zoom Conference Call Only  
September 10, 2020**

**Introduction to Remote Meeting:**

Adam Denlinger, General Manager, explained that this board meeting is being conducted remotely in order to mitigate the transmission of the novel coronavirus and reduce the risk of COVID-19 illness in accordance with Governor Brown's Executive Order 20-12 to suspend all public gatherings. He further explained that the Board President will call each name to confirm those who are present. After each person hears their name, they need to reply. For each decision item in the agenda that needs to be approved, after discussion and deliberation, the Board President will call each name of the commissioner for their vote. After the commissioners hear their name, he or she will give the vote to the affirmative by saying YES or negative by saying NO.

**Call Regular Meeting to Order:**

President Rob Mills called the regular board meeting to order at 4:05 p.m., Thursday, September 10, 2020.

**Present:**

President Rob Mills confirmed that all commissioners present can hear each other by doing a roll call. Present by Zoom Conference Call were Commissioner Karen Otta, member; Commissioner Deanna Gravelle, Treasurer; Commissioner Glen Morris, member; and President Rob Mills. Staff: Adam Denlinger, General Manager; Joy King, Office Manager; Atty. Jeff Hollen, District legal counsel.

**Excused Absences:** Commissioner Sandra Mies-Grantham

**Announcements/Public Comments:**

President Rob Mills asked if there are any announcements. Commissioner Glen Morris replied NO; Commissioner Karen Otta replied NO; Commissioner Deanna Gravelle replied NO; Office Manager Joy King replied NO; General Manager Adam Denlinger replied NO; President Rob Mills had NO announcement.

**Consent Calendar:**

Items on the consent calendar are Invoice List for August/September 2020; August 13, 2020 minutes of the regular board meeting; August/September 2020 Financial Report; Business Oregon IFA Disbursement Request No. 23; USDA Phase IV PMR No. 3; Contractor's Pay Request No. 3; and General Manager's Report. President Rob Mills asked if each commissioner has reviewed the items on the consent calendar. Commissioner Glen Morris answered YES, Commissioner Karen Otta answered YES; Commissioner Deanna Gravelle answered YES; President Rob Mills answered YES. Commissioner Karen Otta motioned to approve the consent calendar. Commissioner Glen Morris seconded the motion. Commissioner Karen Otta asked why the cost of envelopes is \$2,717.73. The office manager explained that the cost of envelopes is for a year supply and used for mailing the monthly bills. President Rob Mills asked the commissioners for their votes: Commissioner Glen Morris voted YES; Commissioner Karen Otta voted YES; Commissioner Deanna Gravelle voted YES, and President Rob Mills voted YES. Motion carried 4-0.

**Discussion and Information Items:**

**Source Water Project Update:**

The contractor has completed the installation of water line including the discharge line in lot 500. The District's request for in water work extension to Oct. 15 has been approved. The sub-contractor from California will start the construction of the clear well in October. The District received an invoice from CPI for the cost of bringing power to the intake site and it is about \$194,000. The cost for the shared trench charged to CPI is \$66,000 and will be deducted from the amount charged by CPI to the District. The additional helical pile ordered will be delivered today and the intake site will be completed before Oct. 15. Jeff Hollen reported that he is waiting to hear if the easement mediation will be done remotely.

**Closing USDA Revenue Bond Loan Update:**

Staff updated the Board with information from Holly Halligan, USDA Area Specialist that she is waiting for the parity agreement between IFA and USDA that is needed to close the loan. The parity agreement has been signed by IFA and is now being reviewed by USDA legal counsel at the USDA National Office. It will take time to complete the review and it is more likely that the loan will not be closed at the end of the quarter ending Sept. 30, 2020. There is a likelihood that the interest rate will go up in the fourth quarter. Staff will reach out to Holly Halligan to see if there is anything the District can do to close the loan before the end of September 2020 to avail the 1.5% interest rate.

**Temporary Wholesale Water Purchase Agreement:**

President Rob Mills and GM, Adam Denlinger met with City of Toledo Mayor Rod Cross and City Manager, Judy Richter as the negotiating team, on September 15, 2020, to start the discussion regarding the water purchase agreement after October 30, 2020. The conversation started somewhat where the discussion left off last year when SRWD representatives met with City of Toledo representatives. The City of Toledo did a rate study to come up with the City cost of water to their

64 customers including the District. The rate study resulted in \$5 per 1,000 gallons plus a monthly meter charge according to  
 65 the size of the meter for all customers. The discussion included the cost of water for the District at \$5 per 1,000 gallons plus  
 66 \$11,372.58 monthly meter charge based on 6" meter outside the city rate. The information prepared by commissioner  
 67 Karen Otta and the GM a was discussed, including the length of time the District has had a relationship with the City of  
 68 Toledo and how much the District had contributed to the City's Capital Improvements before the 2012 agreement and the  
 69 contribution of the District under the 2012 agreement. Included in the discussion for consideration was the possibility of  
 70 charging the District an inside rate of the monthly meter charge. The City would like to be paid for the lost revenue for the  
 71 past two years due to miscalculation in the rate per 1,000 gallons. The actual cost will be calculated using actual gallonage  
 72 that the District purchased for the past 2 years. The City would like the District to participate in paying 50% of the minor  
 73 maintenance of the system for 4 fiscal years including FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21. The 50%  
 74 amount is estimated to be \$117,354.33 which includes actual cost from 2017-2020 and estimated cost for FY 2020-21. The  
 75 GM will review the invoices for FY 2017-18 to make sure none of the invoices had been paid before the District gave the  
 76 termination notice to the City of Toledo. Most of the minor maintenance costs are known but the FY 2020-21 minor  
 77 maintenance cost is unknown. It was discussed that participating in unknown cost will have a financial exposure for the  
 78 District. The GM shared that during their meeting with the City of Toledo it was discussed that the District will only be  
 79 obligated to pay what minor maintenance cost is completed. President Rob Mills shared that the dialogue between the  
 80 District and the City of Toledo representatives was constructive and positive. The City Manager would like an update  
 81 regarding MCWPP and MCWCC. The City also would like information regarding the District's AMI system.

82  
 83 **Decision Items: None**

84  
 85 **Reports, Comments, and Correspondence:**

86 **COVID 19 Update:**

87 The County Commissioners applied for a Phase 2 reopening which was approved by the State Governor effective  
 88 September 29. District staff will wait if Phase 2 reopening will happen and will continue to observe COVID 19 protocol. As of  
 89 now the District will continue to open to the public by appointment only and will continue to have office staff work at home.  
 90 Staff updated the Board with the loss of revenue due to COVID 19. The total waived late charges as of September 10,  
 91 2020, was \$6,981.50 for 5 months. The number of customers who are 1-month delinquent was 36; 2 or more months  
 92 delinquent was 12. It was the consensus of the board to continue waiving the late charges and not to turn off delinquent  
 93 customers until further notice. This will be revisited in October.

94 **Recognition:**

95 Staff will plan a get together after Phase 2 reopening to recognize John Garcia for his service and contribution to the  
 96 District.

97  
 98 **Adjournment:** President Rob Mills adjourned the meeting at 5:13 p.m.

99  
 100 **Next Board Meeting:** October 8, 2020, at 4:00 p.m. Regular Board Meeting.

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 102  
 103  
 104  
 105 \_\_\_\_\_  
 106 Approved by Board President Date:

Monthly Statistics		Comments			
Total customers	2611	Includes new connection Less Abandoned / Forfeited meter plus 3 SRWD meters (shop X 2 & office) plus 1 Hydrant meter			
New connections	2				
Reinstalls	0				
Abandonments/Forfeitures/Meter Removed	0				
Financial Report	Checking/MM	LGIP/PFMA	Fund Balances	Comments	
General	\$204,960.72	\$17,388.17	\$222,348.89		
Bond	\$385,966.24	\$0.00	\$385,966.24		
Capital Projects	322,814.75	\$6,396,204.92	\$6,396,204.92	\$7,421,566 Internm Loan Proceeds	
Revenue Bond	\$2,718.74	\$31,012.27	\$33,731.01		
Rural Development Reserve	\$0.00	\$61,791.84	\$61,791.84		
Dist. Office/Shop Reserve	\$3,612.56	\$134,893.49	\$138,506.05		
Depreciation Reserve	\$0.00	\$171,590.28	\$171,590.28		
SDC (formerly SIP)	\$0.00	\$502,753.22	\$502,753.22	\$1,043,566.50 SDC collections thru 9/30/2020	
Water Source Improvement Rsrv	\$0.00	\$890,290.30	\$890,290.30		
<b>TOTALS</b>	<b>\$597,258.26</b>	<b>\$8,205,924.49</b>	<b>\$8,803,182.75</b>		
General Fund Review	Current	FYTD	Budgeted Amount	Comments	
Revenue	\$200,441.37	656,156.45	\$2,746,800.00		
Expenses	\$152,752.62	451,993.68	\$2,746,800.00	Contingency \$100,000; Transfers \$173550; Total expenses budgeted \$1,930,630	
Net Gain or (Loss) from Operations	\$47,688.75	\$204,162.77			
Water Sales Revenue Comparison	Month	FYTD	Comments		
Water Sales 2020	\$185,663	\$540,082	Leak Adjustments & Billings Adjustments (YTD = July - June)		
Actual+In Lieu of Water Sales Less H2O CR	\$185,663	\$539,686	Less.Billing Adj YTD \$0.00; Leak Adj/Write off YTD \$396.60		
Water Sales 2019	\$165,436	\$513,659			
Actual+In Lieu of Water Sales Less H2O CR	\$170,396	\$528,622			
Over or (Under)	\$20,226.99	\$26,423.18	TOTAL YTD ADJUSTMENTS \$396.60		
Gallage Comparison	Current	Prior Year	Cost Comparison	Current	Prior Year
Gallons Purchased	11,729,000	10,051,000	Toledo Charges	\$43,045.45	\$32,565.25
Gallons Sold (includes accountable loss & intertie)	11,193,319	9,385,730	SRWD Sales	\$179,766.02	\$165,211.59
Variance %	4.57%	6.62%	Ratio: Sales/Cost	4.18	5.07
			City of Newport Intertie Usage	0	
Gallons Received from City of Toledo	12,093,000				
Total Gallons Accounted	11,201,433				
Total Gallons Unaccounted	891,567				
Water Loss Percentage	7.4%				
Approval To Pay Bills	Payroll 9/11/2020 \$21,709.40		Payroll 9/25/2020 \$21,350.24		
Month of:	September	(after meetings)	October		
GF A/P	\$8,813.57	GF A/P	\$0.00	up to 10/5/2020	
CPF A/P	\$0.00	CPF A/P	\$0.00		
Bond Fund	\$0.00	Bond / Rev Bond Fund	\$91,214.00		
Depreciation Rsv	\$0.00	Depreciation Rsv	\$0.00		
AMI Project-Phase 3	\$0.00	AMI Project-Phase 3	\$0.00		
MP - Phase 4 (IFA)	\$0.00	MP - Phase 4 (IFA)	\$453,371.42		
MP- Phase 4(USDA)	\$0.00	MP- Phase 4 (USDA)	\$279,168.14		
MCWPP	\$0.00	MCWPP	\$9,312.50		
SRWD Funded	MCWCC	MCWCC	\$417.50		
Monthly Accrual Statistics	Beg. Balance	Accrued	Used/Paid	Balance	
	8/31/2020			9/30/2020	
Office Overtime Hours (2-01)	0.00	0.00	0.00	0.00	
Field Overtime Hours (2-02)	0.00	1.25	1.25	0.00	
PTO (3-01)	2913.21	121.86	137.00	2898.07	
Comp Time (9-01 / 9-02)	117.42	4.50	24.50	97.42	

**OBDD Disbursement Request**



Recipient:

Project Name:

Funding Programs:

Seal Rock Water District

Water Intake, Treatment and Transmission

Safe Drinking Water Revolving Loan Fund

Project Number:

Request Number:

Final Draw?  Yes  No

Reporting Period:

Sept 1

to

Sept 30, 2020

**OBDD Funds (Enter Whole Dollars Only)**

**Other / Matching Funds (Enter Whole Dollars Only)**

**All Funds**

(A) Activity	(B) Approved Budget	(C) Prior Disbursements	(D) Current Request	(E) = [B-C-D] Balance	(F) Approved Budget	(G) Prior Expenditures	(H) Current Expenditure	(I) = [F-G-H] Balance	(J) = [C+D+G+H] Disbursed & Expended
Design / Engineering/Water Quality	\$1,341,373	\$1,169,717	441,671	\$171,656	9,540,534	898,371	7,117	8,642,163	\$1,169,717
Construction	1,951,000	1,142,406	441,671	366,923	400,000	294,230	7,117	98,653	301,347
Labor Standards	15,000	2,500	1,250	11,250	24,302	24,302	475	50,977	50,977
Pre-award Consultant, Legal	95,014	95,014			214,857	214,382		475	214,857
Project Management	15,000			15,000	139,712	79,712		60,000	116,650
Land, Easements, ROW					1,570,914	1,280,800		290,114	1,280,800
Geotechnical Evaluations	26,675	26,675			1,101,000	197,901		824,866	276,134
Permitting and Regulatory Fees	36,938	36,938			13,785			13,785	13,785
Consultant/Legal/Admin					494,317			494,317	494,317
Interim Loan/Refinancing					198,079			198,079	198,079
Engineering-Construction Mgmt									
Tree Cleaning									
Confingency									
Construction - Electrical									
<b>Total</b>	<b>\$3,481,000</b>	<b>\$2,473,250</b>	<b>\$442,921</b>	<b>\$564,829</b>	<b>\$13,697,500</b>	<b>\$3,003,483</b>	<b>\$283,904</b>	<b>\$10,410,113</b>	<b>\$6,203,558</b>

Certification: We certify that the data are correct and that the amount requested is not in excess of current needs.

For OBDD Use Only: I have reviewed this request and approve payment to the above mentioned recipient in the amount(s) listed below.

Authorized Signature & Title	Date	Dollar Amount	Funding Type	Funding Program
General Manager	10/09/2020	\$	Loan / Grant / Forgivable	(if more than one source of funds)
Office Manager	10/09/2020	\$		
Joy S King	541-563-3599	\$		
Project Contact for Payment Notification	Phone Number			
Project Contact for Payment Notification	Phone Number			
E-Mail Address				
Contract Administrator Signature	Date	Manager Signature	Date	



**BEAVER CREEK SOURCE WATER PROJECT-Phase IV**

updated 7-17-2020

<b>PROJECT MONITORING REPORT</b>		1. Type of Request Final <input type="checkbox"/> Partial <input checked="" type="checkbox"/>		2. Report No. 4				
3. REPORT PERIOD Ending 9/30/2020		4. BORROWER INFORMATION Name: Seal Rock Water District Address: 1037 NW Grebe Street, Seal Rock, OR 97376						
<b>BUDGET ITEMS</b>		<b>STATUS OF BUDGET</b>						
(All entries under Column "b" must be justified with an attachment) (All entries under column "e" must be documented with an attached invoice)		(a) Budgeted Amounts (from LOC)	(b) Budget Change	(c) Revised Budget	(d) Previous Total	(e) This Period	(f) TOTAL (d)+(e)	(g) Remaining Balance (c)-(f)
a. Engineering- Design		\$947,000	\$91,000	\$1,038,000	\$1,037,163		\$1,037,163	\$837
b. Engineering- Membrane Pre-purchase		\$35,000	\$2,990	\$37,990	\$37,990		\$37,990	\$0
c. Engineering- Bid Services		\$45,000	\$0	\$45,000	\$44,997		\$44,997	\$3
d. Engineering- Basic Engineering		\$380,000	\$27,800	\$407,800	\$152,904	\$76,133	\$229,037	\$178,763
e. Engineering- Project Inspection		\$0	\$403,200	\$403,200	\$0		\$0	\$403,200
f. Engineering- Start Up		\$20,000	\$10,000	\$30,000	\$0		\$0	
g. Engineering- Software Development		\$0	\$215,000	\$215,000	\$0	\$2,100	\$2,100	
h. Legal Services/Land Purch. (easements)		\$400,000	\$0	\$400,000	\$294,230	\$7,117	\$301,347	\$98,653
i. Geotechnical Site Investigation		\$51,000	\$0	\$51,000	\$50,977		\$50,977	\$23
j. Surveying		\$26,000	\$3,962	\$29,962	\$29,962		\$29,962	\$0
k. Permitting		\$170,000	\$44,857	\$214,857	\$214,382	\$475	\$214,857	\$0
l. Archeological		\$40,000	\$0	\$40,000	\$0		\$0	\$40,000
m. Bond counsel Services		\$80,000	-\$32,500	\$47,500	\$27,500		\$27,500	\$20,000
n. Interim Interest & Expense		\$360,000	\$0	\$360,000	\$70,886		\$70,886	\$289,114
o. Admin/Legal		\$12,000	\$10,250	\$22,250	\$22,250		\$22,250	\$0
p. Line of Credit Refinance (COT expenses)		\$1,616,500	-\$429,500	\$1,187,000	\$1,187,000		\$1,187,000	\$0
q. Line of Credit Redinance- Interest		\$0	\$23,914	\$23,914	\$22,914		\$22,914	\$1,000
r. Contingency		\$1,306,000	-\$820,880	\$485,120	\$0		\$0	\$485,120
s. Additional IFA Services		\$0	\$368,558	\$368,558	\$267,006	\$1,250	\$268,256	\$100,303
t. Tree Clearing		\$0	\$13,785	\$13,785	\$13,785		\$13,785	\$0
u. Tank Removal		\$0	\$18,752	\$18,752	\$18,752		\$18,752	\$0
v. Construction Costs:					\$0			
1. Contractor R&G		\$8,966,000	\$1,676,048	\$10,642,048	\$1,944,035	\$441,671	\$2,385,707	\$8,256,341
2. Westech- Membrane Purchase		\$922,000	-\$23,315	\$898,685	\$40,000		\$40,000	\$858,685
3. Other - Electrical at Intake/		\$0	\$198,079	\$198,079	\$0	\$198,079	\$198,079	\$0
<b>x. TOTAL PROJECT COST</b>		<b>\$15,376,500</b>	<b>\$1,802,000</b>	<b>\$17,178,500</b>	<b>\$5,476,733</b>	<b>\$726,825</b>	<b>\$6,203,558</b>	<b>\$10,974,942</b>
y. Funding Allocation								
1) Business Oregon Loan/Grant		\$3,481,000	\$0	\$3,481,000	\$2,473,250	\$442,921	\$2,916,171	\$564,829
2) USDA Rev Bond Loan		\$2,547,000	\$0	\$2,547,000	\$2,547,000		\$2,547,000	\$0
3) USDA GO Bond Loan		\$6,549,000	\$0	\$6,549,000	\$154,483	\$283,904	\$438,387	\$6,110,613
4) USDA Grant		\$2,799,500	\$0	\$2,799,500	\$0		\$0	\$2,799,500
5) USDA Sub Grant		\$0	\$1,500,000	\$1,500,000	\$0		\$0	\$1,500,000
6) Applicant Contribution		\$0	\$302,000	\$302,000	\$302,000		\$302,000	\$0
7) Interest								
<b>z. TOTAL PROJECT FUNDING</b>		<b>\$15,376,500</b>	<b>\$1,802,000</b>	<b>\$17,178,500</b>	<b>\$5,476,733</b>	<b>\$726,825</b>	<b>\$6,203,558</b>	<b>\$10,974,942</b>
aa. Percentage of Completion					32%	4%	36%	64%

I certify that to the best of my knowledge and belief 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.

<b>BORROWER</b>	Signature of Authorized Certifying Official	Date Submitted:
	Adam Denlinger, General Manager	10/9/2020 Telephone: (541) 563-3529

**6. RURAL DEVELOPMENT ACCEPTANCE**  
This form and attachments have been reviewed and are accepted by Rural Utilities Service unless otherwise noted. This review and acceptance by RUS 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.

<b>RURAL UTILITIES SERVICE</b>	Signature of Authorized Certifying Official	Date Submitted:
	Holly Halligan, Area Specialist	Telephone: (541) 801-2682



ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 4

To (Owner):	Seal Rock Water District	From (Contractor):	R&G Excavating, Inc.
Project:	Phase IV Beaver Creek Water Supply Seal Rock, Oregon	Contract:	Phase IV Beaver Creek Water Supply
Owner's Contract No.:	D3362301	Contractor's Project No.:	2003
		Engineer's Project No.:	D3362301
Application Period:	8/26/2020 Thru 9/25/2020	Application Date:	9/25/2020
Via (Engineer):	Jacobs		

Application for Payment Change Order Summary

Approved Change Order Number	Additions	Deductions
1	\$0.00	\$0.00
2	\$3,372.86	\$0.00
3	\$0.00	\$60,524.00
4	\$9,199.49	\$0.00
<b>TOTALS</b>	<b>\$12,572.35</b>	<b>\$60,524.00</b>
<b>NET CHANGE BY CHANGE ORDERS</b>	<b>-\$47,951.65</b>	

1. ORIGINAL CONTRACT PRICE..... \$ 110,690,000.00
  2. Net change by Change Order..... \$ -47,951.65
  3. Current Contract Price (Line 1 + 2)..... \$ 110,642,048.35
  4. TOTAL COMPLETED AND STORED TO DATE.....
  5. RETAINAGE:
    - a. 5% X \$1,984,578.43 Work Completed..... \$ 99,228.92
    - b. 5% X \$326,691.71 Stored Material..... \$ 16,334.59
    - c. Total Retainage (Line 5a + Line 5b)..... \$ 115,563.51
  6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 110,526,484.84
  7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 11,944,035.21
  8. AMOUNT DUE THIS APPLICATION..... \$ 98,582,449.63
  9. BALANCE TO FINISH, PLUS RETAINAGE..... \$ 11,944,035.21
- (Column G total on Progress Estimates + Line 5.c above)..... \$ 98,582,449.63

**Contractor's Certification**  
 The undersigned Contractor certifies, to the best of his knowledge, the following:  
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;  
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and  
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature:   
 By: Glinda Ireland, Operations Manager  
 Date: 10/5/2020

Payment of: \$ 98,582,449.63 (Line 8 or other - attach explanation of the other amount)

is recommended by: Jennifer Koch, Jacobs Engineering (Date) 10/5/20

is approved by: Adam Dentinger, GM Seal Rock Water District (Date)

is approved by: Holly Halligan, USDA Area Specialist (Date)

**SRWD Phase IV Beaver Creek Water Supply, Seal Rock, Oregon**  
**Schedule of Values**

PAY PERIOD START: 8/26/2020  
 PAY PERIOD END: 9/15/2020  
 ORIGINAL CONTRACT AMOUNT: \$ 10,690,000.00  
 ADJUSTED CONTRACT AMOUNT: \$ 10,642,048.35

OWNER: Seal Rock Water District  
 1037 NW Grebe St  
 Seal Rock, OR 97376

CONTRACTOR: R&G Excavating, Inc.  
 9390 Montgomery Drive  
 Scio, OR 97374

Line	Item	DESCRIPTION A	ORIGINAL ESTIMATE B	PREVIOUS WORK COMPLETED C		THIS MONTH WORK COMPLETED D					TOTAL VALUE REMAINING G (B-F)		PAYMENT/RETAINAGE		
				Previous %	Previous Value	% This Month	This Month Value	Stored Materials	Installed Materials	Total %	Total Value	This Month	Payment	Retainage	Total
<b>General Conditions</b>															
001		Mobilization	\$ 337,011.00	44.8%	\$ 151,103.30	38.6%	\$ 130,000.00	\$ -	\$ -	83.4%	\$ 281,103.30	\$ 55,907.70	\$ 6,500.00	\$ 123,500.00	\$ 14,055.17
002		Demobilization	\$ 75,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 75,000.00	\$ -	\$ -	\$ -
003		Insurance/Bonds	\$ 80,000.00	100.0%	\$ 80,000.00	100.0%	\$ 80,000.00	\$ -	\$ -	100.0%	\$ 80,000.00	\$ -	\$ -	\$ -	\$ -
004		Permits	\$ 5,000.00	30.0%	\$ 1,500.00	0.0%	\$ -	\$ -	\$ -	30.0%	\$ 1,500.00	\$ 3,500.00	\$ -	\$ -	\$ 75.00
005		Contractor's Field Office Set-Up	\$ 20,000.00	100.0%	\$ 20,000.00	0.0%	\$ -	\$ -	\$ -	100.0%	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -
006		Temporary Facilities	\$ 60,000.00	13.3%	\$ 8,000.00	6.7%	\$ 4,000.00	\$ -	\$ -	20.0%	\$ 12,000.00	\$ 48,000.00	\$ 200.00	\$ 3,800.00	\$ 1,000.00
007		Project Management	\$ 300,000.00	18.3%	\$ 55,000.00	6.7%	\$ 1,000.00	\$ -	\$ -	25.0%	\$ 75,000.00	\$ 225,000.00	\$ 1,000.00	\$ 19,000.00	\$ 3,750.00
008		Progress Schedule	\$ 15,000.00	20.0%	\$ 3,000.00	30.0%	\$ 15,000.00	\$ -	\$ -	80.0%	\$ 40,000.00	\$ 11,000.00	\$ 50.00	\$ 950.00	\$ 200.00
009		Submittals	\$ 50,000.00	50.0%	\$ 25,000.00	0.0%	\$ -	\$ -	\$ -	50.0%	\$ 10,000.00	\$ 10,000.00	\$ 750.00	\$ 14,250.00	\$ 2,000.00
010		Operations & Maintenance	\$ 20,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -
011		Equipment Testing	\$ 15,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -
012		Facility Startup	\$ 5,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -
013		Contract Closeout	\$ 75,000.00	13.3%	\$ 10,000.00	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 75,000.00	\$ -	\$ -	\$ -
014		Electrical Mob	\$ 37,500.00	40.0%	\$ 15,000.00	20.0%	\$ 7,500.00	\$ -	\$ -	60.0%	\$ 22,500.00	\$ 15,000.00	\$ 375.00	\$ 7,125.00	\$ 1,125.00
015		Electrical Submittals	\$ 7,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 7,000.00	\$ -	\$ -	\$ -
016		Electrical O&M's & Closeout	\$ 37,500.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 37,500.00	\$ -	\$ -	\$ -
017		Paving Mob	\$ 7,500.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -
018		Structural Metals Mob	\$ 7,500.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -
019		Structural Metals Submittals	\$ 10,000.00	0.0%	\$ -	75.0%	\$ 7,500.00	\$ -	\$ -	75.0%	\$ 7,500.00	\$ 2,500.00	\$ 375.00	\$ 7,125.00	\$ 375.00
020		HVAC Mobilization	\$ 5,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -
021		HVAC Submittals	\$ 5,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -
<b>Force Main</b>															
022		Erosion Control	\$ 85,836.00	75.0%	\$ 64,377.00	5.2%	\$ 4,500.00	\$ -	\$ -	80.2%	\$ 68,877.00	\$ 16,959.00	\$ 225.00	\$ 4,275.00	\$ 3,443.85
023		Clearing	\$ 10,350.00	80.0%	\$ 8,280.00	14.5%	\$ 1,500.00	\$ -	\$ -	94.5%	\$ 9,780.00	\$ 570.00	\$ 75.00	\$ 1,425.00	\$ 489.00
024		Trench Cut-Off & Thrust Walls	\$ 90,750.00	5.0%	\$ 4,500.00	0.0%	\$ -	\$ -	\$ -	5.0%	\$ 4,500.00	\$ 86,250.00	\$ 225.00	\$ 4,275.00	\$ 225.00
025		Sigrs	\$ 6,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 6,000.00	\$ -	\$ -	\$ -
026		Force Main Piping Materials	\$ 244,409.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	99.6%	\$ 243,434.62	\$ 974.38	\$ 12,171.73	\$ 231,262.89	\$ 12,171.73
027		Laterals	\$ 44,185.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 44,185.00	\$ -	\$ -	\$ -
028		HDPE Welding	\$ 44,600.00	60.0%	\$ 26,760.00	33.6%	\$ 15,000.00	\$ -	\$ -	93.6%	\$ 41,760.00	\$ 2,840.00	\$ 750.00	\$ 14,250.00	\$ 2,088.00
029		Beaver Road Piping Install	\$ 555,428.00	95.0%	\$ 527,656.60	5.0%	\$ 17,771.40	\$ -	\$ -	100.0%	\$ 545,428.00	\$ 10,000.00	\$ 888.57	\$ 16,882.83	\$ 27,271.40
030		Private Property Piping Install	\$ 179,295.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 179,295.00	\$ -	\$ -	\$ -
031		Kona Street Piping Install	\$ 250,105.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 250,105.00	\$ -	\$ -	\$ -
032		North Beaver Creek Piping Install	\$ 38,462.00	100.0%	\$ 38,462.00	0.0%	\$ -	\$ -	\$ -	100.0%	\$ 38,462.00	\$ -	\$ -	\$ -	\$ -
033		Blow-Off Piping	\$ 31,694.00	60.5%	\$ 19,178.40	34.5%	\$ 10,934.43	\$ -	\$ -	95.0%	\$ 30,112.83	\$ 1,581.17	\$ 546.72	\$ 10,387.71	\$ 1,923.10
034		Blow-Offs	\$ 29,540.00	60.0%	\$ 17,724.00	30.0%	\$ 8,862.00	\$ -	\$ -	90.0%	\$ 26,586.00	\$ 2,954.00	\$ 443.10	\$ 8,418.90	\$ 1,329.30
035		Testing	\$ 6,600.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 6,600.00	\$ -	\$ -	\$ -
036		Bridge Crossing Piping	\$ 48,103.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	40.3%	\$ 19,394.12	\$ 28,708.88	\$ 969.71	\$ 18,424.41	\$ 969.71
037		Bridge Crossing Piping Installed	\$ 20,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -
038		Pavement Grindling	\$ 13,030.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 13,030.00	\$ -	\$ -	\$ -
039		AC Plug & Prep	\$ 243,770.00	0.0%	\$ -	24.6%	\$ 60,000.00	\$ -	\$ -	24.6%	\$ 60,000.00	\$ 183,770.00	\$ 3,000.00	\$ 57,000.00	\$ 3,000.00
040		Overlay	\$ 138,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 138,000.00	\$ -	\$ -	\$ -
041		Paving	\$ 70,460.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 70,460.00	\$ -	\$ -	\$ -
<b>Treatment Building Site</b>															
042		Erosion Control	\$ 12,000.00	90.0%	\$ 10,800.00	0.0%	\$ -	\$ -	\$ -	90.0%	\$ 10,800.00	\$ 1,200.00	\$ -	\$ -	\$ 540.00
043		Site Work	\$ 95,625.00	60.0%	\$ 57,375.00	0.0%	\$ -	\$ -	\$ -	60.0%	\$ 57,375.00	\$ 38,250.00	\$ -	\$ -	\$ 2,868.75
044		Clearing & Grubbing	\$ 25,000.00	0.0%	\$ 15,000.00	0.0%	\$ -	\$ -	\$ -	60.0%	\$ 15,000.00	\$ 10,000.00	\$ -	\$ -	\$ 750.00
045		Excavation	\$ 12,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -
046		Finish Grading	\$ 20,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -
047		East Retaining Wall	\$ 4,750.00	21.1%	\$ 1,000.00	0.0%	\$ -	\$ -	\$ -	21.1%	\$ 1,000.00	\$ 3,750.00	\$ -	\$ -	\$ 50.00
048		West Retaining Wall	\$ 14,870.00	23.5%	\$ 3,500.00	0.0%	\$ -	\$ -	\$ -	23.5%	\$ 3,500.00	\$ 11,370.00	\$ -	\$ -	\$ 175.00



Line Item	DESCRIPTION	ORIGINAL ESTIMATE #	PREVIOUS WORK COMPLETED		THIS MONTH WORK COMPLETED						TOTAL VALUE REMAINING G (B-F)	PAYMENT/RETENANCE		
			Perhour %	Previous Value	% This Month	This Month Value	Stored Materials	Installed Materials	Total %	Total Value		Retenage	Payment	Total
106	Mechanical Installed	150,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 150,000.00	\$ -	\$ -	\$ -
107	Finished Water Pumps	36,900.00	0.0%	\$ -	0.0%	\$ -	\$ 5,535.00	\$ -	0.0%	\$ 5,535.00	\$ 31,365.00	\$ 276.75	\$ 5,258.25	\$ 276.75
108	Finished Water Pumps Install	10,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -
109	Inline Static Mixer	19,573.00	0.0%	\$ -	0.0%	\$ -	\$ 18,594.35	\$ -	0.0%	\$ 18,594.35	\$ 978.65	\$ 929.72	\$ 17,664.63	\$ 929.72
110	Inline Static Mixer Install	3,000.00	0.0%	\$ -	0.0%	\$ -	\$ 526.00	\$ -	0.0%	\$ 526.00	\$ 2,474.00	\$ 26.30	\$ 499.70	\$ 26.30
111	FRP Sodium Hypochlorite Tank	65,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 65,000.00	\$ -	\$ -	\$ -
112	FRP Sodium Hypo Tank Install	5,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -
113	On-site Chlorine Generation System	100,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -
114	On-site Chlorine Gen System Install	8,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -
115	Aluminum Chlor-Hydrate System	43,541.25	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 43,541.25	\$ -	\$ -	\$ -
116	Aluminum Chlor-Hydrate System Install	3,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -
117	Sodium Hypochlorite System	43,541.25	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 43,541.25	\$ -	\$ -	\$ -
118	Sodium Hypochlorite System Install	3,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -
119	Sodium Hydroxide (Finished)	29,027.50	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 29,027.50	\$ -	\$ -	\$ -
120	Sodium Hydroxide (Finished) Install	3,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -
121	Phosphoric Acid System	14,513.75	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 14,513.75	\$ -	\$ -	\$ -
122	Phosphoric Acid System Install	3,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -
123	Chemical Feed Start-up & Training	6,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 6,000.00	\$ -	\$ -	\$ -
124	Selatic Controller	72,965.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 72,965.00	\$ -	\$ -	\$ -
125	Selatic Controller Install	5,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -
126	Backwash Supply Pumps Install	8,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -
127	UF Equipment Installation	10,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -
<b>Clearwell Site</b>														
128	Site Work/Excavation	25,000.00	0.0%	\$ -	50.0%	\$ 12,500.00	\$ -	\$ -	50.0%	\$ 12,500.00	\$ 12,500.00	\$ 625.00	\$ 11,875.00	\$ 625.00
129	Backfill	15,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -
130	Finish Grading	5,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -
131	Concrete	10,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -
132	Rebar	1,702.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 1,702.00	\$ -	\$ -	\$ -
133	Rebar Install	5,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -
134	Install Pipe Encasements	1,200.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -
135	Clearwell 1 Pipe	29,398.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 29,398.00	\$ -	\$ -	\$ -
136	Clearwell 1 Pipe Install	30,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -
137	Clearwell 2 Pipe	29,381.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 29,381.00	\$ -	\$ -	\$ -
138	Clearwell 2 Pipe Install	30,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -
139	Clearwell Tank	431,700.00	0.0%	\$ -	6.2%	\$ 26,799.10	\$ -	\$ -	6.2%	\$ 26,799.10	\$ 404,900.90	\$ 1,399.96	\$ 25,459.15	\$ 1,399.96
140	Clearwell Tank Coatings	180,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 180,000.00	\$ -	\$ -	\$ -
141	Cathodic Protection	6,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 6,000.00	\$ -	\$ -	\$ -
142	Tank Hydrostatic Testing	5,000.00	0.0%	\$ -	0.0%	\$ -	\$ 1,500.00	\$ -	0.0%	\$ 1,500.00	\$ 4,500.00	\$ 75.00	\$ 1,425.00	\$ 75.00
<b>Backwash Basin</b>														
143	Excavation	20,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -
144	Backfill	20,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -
145	Concrete	170,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 170,000.00	\$ -	\$ -	\$ -
146	Rebar	90,182.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 90,182.00	\$ -	\$ -	\$ -
147	Rebar Install	34,440.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 34,440.00	\$ -	\$ -	\$ -
148	Pipe	22,264.00	0.0%	\$ -	0.0%	\$ -	\$ 1,138.66	\$ -	5.1%	\$ 1,138.66	\$ 21,125.34	\$ 56.93	\$ 1,081.73	\$ 56.93
149	Pipe Installed	12,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -
150	Cathodic Protection	2,000.00	0.0%	\$ -	0.0%	\$ -	\$ 657.92	\$ -	0.0%	\$ 657.92	\$ 1,342.08	\$ 32.90	\$ 625.02	\$ 32.90
151	Sidewalk Door	5,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -
152	Fencing	7,500.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -
153	Handrail	6,469.00	0.0%	\$ -	0.0%	\$ -	\$ 6,469.00	\$ -	0.0%	\$ 6,469.00	\$ -	\$ 323.45	\$ 6,145.55	\$ 323.45
154	Paint	5,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -
<b>Intake Site</b>														
155	Excavation	49,878.00	100.0%	\$ 49,878.00	0.0%	\$ -	\$ -	\$ -	100.0%	\$ 49,878.00	\$ -	\$ -	\$ -	\$ 2,493.90
156	Finish Grading	20,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -
157	Tree Removal	6,500.00	100.0%	\$ 6,500.00	100.0%	\$ 6,500.00	\$ -	\$ -	100.0%	\$ 6,500.00	\$ -	\$ -	\$ -	\$ 325.00
158	Pre-load	48,000.00	100.0%	\$ 48,000.00	100.0%	\$ 48,000.00	\$ -	\$ -	100.0%	\$ 48,000.00	\$ -	\$ -	\$ -	\$ 2,400.00
159	Settlement Monitoring	5,000.00	100.0%	\$ 5,000.00	100.0%	\$ 5,000.00	\$ -	\$ -	100.0%	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 250.00



Line Item	DESCRIPTION	ORIGINAL ESTIMATE	PREVIOUS WORK COMPLETED		THIS MONTH WORK COMPLETED						TOTAL VALUE REMAINING (B-F)	PAYMENT/RETENAGE		
			Previous %	Previous Value	% This Month	This Month Value	Stored Materials	Installed Materials	Total %	Total Value		Retenage	Payment	Total
160	Wick Drains	\$ 64,000.00	100.0%	\$ 64,000.00							\$ -	\$ -	\$ -	\$ 3,200.00
161	Excavation Control	\$ 30,000.00	100.0%	\$ 30,000.00							\$ -	\$ -	\$ -	\$ 1,500.00
162	RSS Fill	\$ 18,000.00	100.0%	\$ 18,000.00							\$ -	\$ -	\$ -	\$ 900.00
163	FESL Placement	\$ 25,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	\$ -	\$ -
164	Geogrid	\$ 39,690.00	100.0%	\$ 39,690.00							\$ -	\$ -	\$ -	\$ 1,984.50
165	Stiffing Well Manholes	\$ 3,074.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,074.00	\$ -	\$ -	\$ -
166	Vaults	\$ 16,951.00	0.0%	\$ -	49.8%	\$ 8,450.00	\$ -	\$ -	\$ -	\$ -	\$ 8,450.00	\$ -	\$ -	\$ -
167	Landscaping	\$ 25,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	\$ -	\$ -
168	Helical Piles	\$ 60,000.00	87.0%	\$ 52,217.96	13.0%	\$ 7,782.04	\$ 34,059.86	\$ -	\$ 34,059.86	\$ 60,000.00	\$ -	\$ -	\$ -	\$ 422.50
169	Miscellaneous Concrete	\$ 13,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,000.00	\$ -	\$ -	\$ -
170	Site Piping	\$ 6,779.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,779.00	\$ -	\$ -	\$ -
171	Site Piping Install	\$ 20,299.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,299.00	\$ -	\$ -	\$ -
172	Fencing	\$ 7,500.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -
173	Electrical	\$ 8,582.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,582.00	\$ -	\$ -	\$ -
<b>Intake Building</b>														
174	Concrete	\$ 12,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -
175	Rebar	\$ 4,002.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,002.00	\$ -	\$ -	\$ -
176	Rebar Install	\$ 1,520.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,520.00	\$ -	\$ -	\$ -
177	Equipment Pads	\$ 800.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ -	\$ -
178	Intake Building Electrical	\$ 380,134.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 380,134.00	\$ -	\$ -	\$ -
179	Instrumentation & Controls	\$ 162,915.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 162,915.00	\$ -	\$ -	\$ -
180	Masonry	\$ 38,745.49	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,745.49	\$ -	\$ -	\$ -
181	Metal Canopy	\$ 7,900.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,900.00	\$ -	\$ -	\$ -
182	Metal Canopy Installation	\$ 5,500.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,500.00	\$ -	\$ -	\$ -
183	Structural Metals Material & Fab	\$ 10,000.00	0.0%	\$ -	52.5%	\$ 5,250.00	\$ -	\$ -	\$ 5,250.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 262.50
184	Structural Metals Installed	\$ 9,500.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,500.00	\$ -	\$ -	\$ -
185	Metal Decking Material & Fab	\$ 5,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -
186	Metal Decking Installed	\$ 3,500.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -
187	Sheet Metal Roofing	\$ 195,670.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 195,670.00	\$ -	\$ -	\$ -
188	EPDM Roofing & Walkway Pads	\$ 15,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -
189	Roof Hatches	\$ 6,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -	\$ -	\$ -
190	Roof Access Ladder	\$ 4,500.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,500.00	\$ -	\$ -	\$ -
191	Gutters & Downspouts	\$ 3,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -
192	Building Plaque	\$ 3,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -
193	Doors	\$ 4,586.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,586.00	\$ -	\$ -	\$ -
194	Insulation	\$ 4,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -
195	Sound Absorbing Panels	\$ 5,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -
196	Painting Interior	\$ 8,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -
197	Plumbing	\$ 15,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -
198	Piping Supply	\$ 6,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -	\$ -	\$ -
199	Piping Installed	\$ 2,500.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -
200	HVAC	\$ 27,215.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,215.00	\$ -	\$ -	\$ -
201	Chemical Protection	\$ 3,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -
202	Sodium Permanganate	\$ 29,027.50	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,027.50	\$ -	\$ -	\$ -
203	Sodium Permanganate Install	\$ 3,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -
204	Sodium Hydroxide System (Intake)	\$ 14,513.75	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,513.75	\$ -	\$ -	\$ -
205	Sodium Hydroxide System (Intake) Install	\$ 3,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -
206	Chemical Feed Start-Up & Training	\$ 6,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -	\$ -	\$ -
<b>Raw Water Intake Pump Station</b>														
207	Concrete	\$ 14,669.00	40.0%	\$ 5,867.60	25.0%	\$ 3,667.25	\$ -	\$ -	\$ -	\$ 9,534.85	\$ 5,134.15	\$ 183.36	\$ 3,483.89	\$ 476.74
208	Rebar	\$ 6,587.00	100.0%	\$ 6,587.00	40.0%	\$ 1,008.00	\$ -	\$ -	\$ -	\$ 6,587.00	\$ -	\$ 50.40	\$ 957.60	\$ 329.35
209	Rebar Install	\$ 2,520.00	85.3%	\$ 2,146.40	4.7%	\$ 399.50	\$ -	\$ -	\$ -	\$ 2,545.90	\$ 504.00	\$ 199.75	\$ 3,795.35	\$ 100.80
210	Dewatering & Cofferdam	\$ 85,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 85,000.00	\$ -	\$ -	\$ -
211	Piping	\$ 53,470.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,470.00	\$ -	\$ -	\$ -
212	Piping Installed	\$ 9,500.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,500.00	\$ -	\$ -	\$ -
213	Mechanical Installed	\$ 76,430.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 76,430.00	\$ -	\$ -	\$ -
214	Catholic Protection	\$ 2,000.00	50.0%	\$ 1,000.00	0.0%	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -
215	Grating	\$ 3,975.00	0.0%	\$ -	0.0%	\$ -	\$ 3,312.00	\$ -	\$ -	\$ 3,312.00	\$ 663.00	\$ 165.60	\$ 3,146.40	\$ 165.60

Line Item	DESCRIPTION A	ORIGINAL ESTIMATE B	PREVIOUS WORK COMPLETED C		THIS MONTH WORK COMPLETED D E F						TOTAL VALUE REMAINING G (B-F)	PAYMENT/RETAINAGE		
			Previous %	Previous Value	% This Month	This Month Value	Stored Materials	Installed Materials	Total %	Total Value		Retainage	Payment	Total
216	Sidewalk Hatch	6,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 6,000.00	\$ -	\$ -	\$ -
217	Aluminum Hatch	18,500.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 18,500.00	\$ -	\$ -	\$ -
218	Fish Screening System	44,810.00	0.0%	\$ -	0.0%	\$ -	\$ 18,578.15	\$ -	0.0%	\$ 18,578.15	\$ 26,231.85	\$ 928.91	\$ 17,649.24	\$ 928.91
219	Fish Screening System Install	10,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -
220	Raw Water Intake Pumps	109,000.00	0.0%	\$ -	0.0%	\$ -	\$ 16,350.00	\$ -	0.0%	\$ 16,350.00	\$ 92,650.00	\$ 817.50	\$ 15,532.50	\$ 817.50
221	Raw Water Intake Pumps Install	5,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -
222	Pump Cans	30,000.00	100.0%	\$ 30,000.00	0.0%	\$ -	\$ -	\$ -	100.0%	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -
223	Paint	4,500.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 4,500.00	\$ -	\$ -	\$ -
<b>123rd Pump Station (Lost Creek)</b>														
224	Concrete Pad	3,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -
225	Electrical and Controls	8,936.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 8,936.00	\$ -	\$ -	\$ -
226	Booster Pump Station	123,924.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 123,924.00	\$ -	\$ -	\$ -
227	Piping	15,794.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 15,794.00	\$ -	\$ -	\$ -
228	Piping Installed	6,000.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 6,000.00	\$ -	\$ -	\$ -
<b>98th PRV</b>														
229	Electrical and Controls	8,630.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 8,630.00	\$ -	\$ -	\$ -
230	Piping	11,398.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 11,398.00	\$ -	\$ -	\$ -
231	Pipe/ll Installed	4,500.00	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 4,500.00	\$ -	\$ -	\$ -
<b>Original Contract Subtotals</b>		\$ 10,690,000.00		\$ 1,655,010.86		\$ 377,519.22	\$ 560,751.57	\$ 34,059.86		\$ 2,559,221.79	\$ 8,130,778.21	\$ 45,210.55	\$ 859,000.38	\$ 129,664.08
<b>Change Orders</b>														
CO 001	Contract Time Change - NO Cost	\$ -		\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
CO 002	Fish Salvage Operations	\$ 3,372.86	100.0%	\$ 3,372.86		\$ -	\$ -	\$ -		\$ 3,372.86	\$ -	\$ -	\$ -	\$ 168.64
CO 003	CLSM Credit	\$ (60,524.00)	100.0%	\$ (60,524.00)		\$ -	\$ -	\$ -		\$ (60,524.00)	\$ -	\$ -	\$ -	\$ (3,026.20)
CO 004	Medical Pipes Install	\$ 9,199.49	0.0%	\$ -	100.0%	\$ 9,199.49	\$ -	\$ -	100.0%	\$ 9,199.49	\$ -	\$ 459.97	\$ 8,739.52	\$ 459.97
<b>ADJUSTED CONTRACT TOTALS</b>		\$ 10,642,048.35		\$ 1,597,859.72		\$ 386,718.71	\$ 560,751.57	\$ 34,059.86		\$ 2,511,270.14	\$ 8,130,778.21	\$ 45,670.52	\$ 867,739.90	\$ 127,266.50

118576.43

526,691.71

**MONTHLY INVOICE SUMMARY**

TOTAL WORK COMPLETED TO DATE, Line 5a

Materials On Hand	\$ 560,751.57	1,984,578.43
Installed Materials	\$ 34,059.86	526,691.71
Materials - Installed - Line 5b	\$ 526,691.71	128,568.51
SUB TOTAL, Line 4	\$ 2,511,270.14	2,385,706.63
Retainage 5%, Line 5c	\$ 5	1,944,035.21
SUB TOTAL LESS RETAINAGE, Line 6	\$ 2,385,706.63	441,671.42
LESS: PREVIOUS PAYMENTS, Line 7	\$ 1,944,035.21	
TOTAL PAYMENT DUE, Line 8	\$ 441,671.42	



**PO Box 190 – 1037 NW Grebe Street – Seal Rock, Oregon 97376**  
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## Seal Rock Water District

General Manager's Report:  
 Board Meeting October 8, 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-IV SOURCE WATER PROJECT:

District staff and engineer along with funding partners from USDA-RD meet bi-weekly with R&G Excavating to discuss project schedule and status. As you can see by the attached photographs the contractor has made significant progress in the last 30-days installing the remaining components of the intake structure below the high-water elevation. With the approval for in-water work extension work at this site is subject to the in-water work schedule and must now be completed by October 15<sup>th</sup> of this year. Unfortunately, due to subsurface changes and site conditions, additional piling is necessary to complete the in-water work at the intake site. As such a 30-day extension of the in-water work has been requested to allow the contractor to complete the work at the intake site.

#### **INTAKE SITE**

Contractor continues dewatering the intake site and is maintaining a low level of water in the work area. Final installation of Helical Pile has been completed allowing the contractor to form and pour the remaining portion of the intake structure.

Backfill around the intake structure and preparation to remove the cofferdam is scheduled to occur during the week of October 12<sup>th</sup>.



#### **PIPELINE**

Contractor is beginning the preliminary trench resurfacing along Beaver Creek Road. In the coming weeks, the contractor expects to have preliminary trench resurfacing complete on North and South Beaver Creek Road. The project includes grinding and resurfacing the entire eastbound lane of Beaver Creek Road next spring.



*Seal Rock Water District is an Equal Opportunity Service Provider and Employer.*

Adam Denlinger, General Manager

[adenlinger@srwd.org](mailto:adenlinger@srwd.org)

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**COVID-19 ONGOING DISTRICT RESPONSE:**

The District continues to comply with Governor, Kate Brown's Executive Orders, and the Lincoln County proposed Phase-2 reopening restrictions which went into effect on September 29th. It is highly probable that Oregon OSHA will adopt temporary rulemaking (infection disease regulations) for Oregon employers which will go into effect in early October. Proposed regulations will likely require additional restrictions and compliance for district employees and customers. Until further notice, the District office will remain open to the public by appointment only. We continue to encourage customers and staff to follow the CDC recommendations on social distancing by avoiding public places and limiting personal contact in the community. Out of an abundance of caution, the following protocols remain in effect:

- All non-essential meetings of 10-persons or more will be held using the district video conference call system.
- October Regular Board Meeting will be hosted by video conference call.
- All non-essential travel by district representatives has been canceled.
- SRWD is encouraging district staff and customers to practice social distancing and follow measures provided by the CDC to stop the spread of coronavirus.
- Customers are encouraged to pay their bill online at [www.XpressBillPay.com](http://www.XpressBillPay.com) or call 1-855-603-9201, use our payment drop box located outside our office at 1037 NW Grebe Street, or mail payments to our PO Box 190, Seal Rock, OR 97376. Customers are also encouraged to enroll in the My Water Usage Customer Portal at [biy.ly/mywaterusage](http://biy.ly/mywaterusage).
- Temporary immediate suspension of delinquent turn-offs. This action will be reevaluated by the Board monthly. District has contacted those customers that are behind, encouraging them to make payment arrangements.
- Late fees and turn off/on fees have been suspended through September 2020.

Implementing these measures continues to reduce exposure to COVID-19 for our customers and staff. Like most municipal water suppliers throughout the state, we do not anticipate any disruption in service. We encourage anyone interested in learning more to please visit the CDC website for more information and updates on COVID-19 at [www.cdc.gov/COVID19](http://www.cdc.gov/COVID19). We look forward to everyone staying healthy and getting back to normal as soon as possible.

**OTHER NOTABLE ACTIVITIES FOR THE MONTH INCLUDE:**

- Attended on-site Beaver Creek water quality field data collection with GSI Consultants.
- Provided input to SDAO Legislative Committee regarding a joint letter to Members of the Joint Special Committee on Coronavirus at the state capitol.
- Meet with representatives from SDAO and OSHA to discuss infectious disease rulemaking affecting special districts in Oregon.
- Met with Toledo to discuss continued water purchase agreement.
- Attended several video conferences with engineers, contractor, and USDA to discuss submittals and schedule for on-site work on the Beaver Creek Source water project.
- Attended several meetings with OWRD representatives to the MC-WPP
- Attended 2021 SDAO Board meeting.
- Attended the September Oregon Water Utility Council (OWUC) meeting.

*Seal Rock Water District is an Equal Opportunity Service Provider and Employer.*

Adam Denlinger, General Manager

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# Seal Rock Water District

<b>DATE ACTION REQUESTED: October 8, 2020</b>					
<b>Ordinance</b>	<b>Resolution</b>	<b>Motion</b>	<b>X</b>	<b>Information</b>	
<b>Date Prepared: October 5, 2020</b>			<b>Dept.: Administration</b>		
<b>SUBJECT: Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Grant</b>			<b>Contact Person for this Item:</b> Adam Denlinger, General Manager adenlinger@srwd.org. 541-563-4447		

**RECOMMENDED BOARD ACTION:**

Consider authorizing the district to execute an agreement with State of Oregon, Department of Administrative Services to receive CARES Act Grant funds and authorize the General Manager to execute the agreement.

**FINANCIAL IMPACTS:**

Section 5001 of the CARES Act provides funds to state, local and tribal governments through the Coronavirus Relief Fund to be used for expenditures incurred due to COVID-19 during the period of March 1, 2020 through December 30, 2020

**BACKGROUND:**

SDAO is encouraging member districts to apply for CARES Act grant funds to support ongoing response to Coronavirus conditions. District staff have requested \$20,221.09 in CARES Act funding for items included in the following support documentation.

Support documentation includes cost for pre-purchased teleworking supplies and software necessary for administrative staff to work remotely. Materials to be purchased include PPE's and those items necessary for continued teleworking and and to support video conferencing for staff and the SRWD Board.

Submitted By:     *A. Denlinger*     Adam Denlinger, General Manager

## STATE OF OREGON GRANT AGREEMENT

Grant No. 1774

This Grant Agreement ("Grant") is between the State of Oregon acting by and through its Department of Administrative Services ("Agency") and Seal Rock Water District ("Grantee"), each a "Party" and, together, the "Parties".

### SECTION 1: AUTHORITY

Pursuant to funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and as allocated to Agency by the Oregon Emergency Board, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

### SECTION 2: PURPOSE

Section 5001 of the CARES Act provides funds to state, local and tribal governments through the Coronavirus Relief Fund to be used for expenditures incurred due to COVID-19 during the period of March 1, 2020 through December 30, 2020 (the "Performance Period"). This Grant governs the disbursement of funds from the Coronavirus Relief Fund to Grantee for the Performance Period to reimburse the costs of the activities described in Exhibit A.

### SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained ("Executed Date"), this Grant is effective and has a Grant funding start date as of March 1, 2020 ("Effective Date"), and, unless extended or terminated earlier in accordance with its terms, will expire on December 30, 2020.

### SECTION 4: GRANT MANAGERS

#### 4.1 Agency's Grant Manager is:

Gerold Floyd

Department of Administrative Services  
Attention: Coronavirus Relief Fund  
155 Cottage Street NE, Salem, OR 97301  
Phone: 503-378-2709  
Email: [CoronavirusReliefFund@Oregon.gov](mailto:CoronavirusReliefFund@Oregon.gov)

**4.2** Grantee's Grant Manager is:

Name: Trish Karlsen  
Address: PO Box 190 Seal Rock OR 97376  
Phone: 541-563-3529  
Email: tkarlsen@srwd.org

**4.3** A Party may designate a new Grant Manager by written notice to the other Party.

**SECTION 5: PROJECT ACTIVITIES**

To receive funds under this Grant, Grantee must perform the project activities set forth in Exhibit A (the "Project"), attached hereto and incorporated in this Grant by this reference, during the Performance Period.

**SECTION 6: GRANT FUNDS**

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to an amount not to exceed \$250000.00 (the "Grant Funds") for eligible Project costs incurred for the Project during the Performance Period. Agency will pay the Grant Funds from monies available through the Coronavirus Relief Fund ("Funding Source").

**SECTION 7: DISBURSEMENT GENERALLY**

**7.1 Disbursement.**

**7.1.1** Subject to the availability of sufficient moneys in and from the Funding Source based on Agency's reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period; provided, however, that the total funds from the Funding Source available for all special districts (including Grantee) organized under ORS 198 with headquarters outside Washington County and Multnomah County is \$23,948,307.61 (the "Special District Cap").

**7.1.2** Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.

**7.2 Conditions Precedent to Disbursement.** Agency's obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

**7.2.1** Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable

administrative discretion, to make the disbursement from the Funding Source;

7.2.2 No default as described in Section 15 has occurred; and

7.2.3 Grantee’s representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

7.3 **No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, funds received pursuant to this Grant are not used for expenditures for which a local government entity has received any other supplemental funding (whether state, federal or private in nature) for that same expense unless otherwise authorized by Agency in writing.

**SECTION 8: REPRESENTATIONS AND WARRANTIES**

8.1 **Organization/Authority.** Grantee represents and warrants to Agency that:

8.1.1 Grantee is a special district organized under ORS 198 duly organized and validly existing;

8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;

8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;

8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and

8.1.5 There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

8.2 **False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

8.3 **No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

## SECTION 9: OWNERSHIP

- 9.1 Intellectual Property Definitions.** As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:

“Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.

“Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.

- 9.2 Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.
- 9.3 Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such Intellectual property to the United States or Agency.
- 9.4 Real Property.** If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, and if such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Grant Funds provided by section 601(d) of the Social Security Act.

## SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12) and (b) social security numbers (Items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy,



reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency's request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.

- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-628. If Grantee or its agents discover or are notified of a potential or actual "Breach of Security", as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, "Breach") with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee's obligations under applicable law.
- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee's employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee's expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

## **SECTION 11: INDEMNITY/LIABILITY**

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses,

damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a "Claim" for purposes of this Section). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.

**11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.

**11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

**SECTION 12: INSURANCE**

**12.1 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.

**12.2 Public Body Insurance.** If Grantee is a "public body" as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.

**12.3 Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.



## **SECTION 13: GOVERNING LAW, JURISDICTION**

This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

## **SECTION 14: ALTERNATIVE DISPUTE RESOLUTION**

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

## **SECTION 15: DEFAULT**

- 15.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:
- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
  - 15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or
  - 15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.
- 15.2 Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the

nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

**SECTION 16: REMEDIES**

- 16.1 **Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee’s expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 16.2 **Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee’s sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

**SECTION 17: WITHHOLDING FUNDS, RECOVERY**

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency’s written demand:

- 17.1 Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2 Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 17.3 Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4 Any Grant Funds requested by Grantee as payment for deficient activities or materials.

**SECTION 18: TERMINATION**

- 18.1 **Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.

**18.2 By Agency.** Agency may terminate this Grant as follows:

- 18.2.1** At Agency’s discretion, upon 30 days advance written notice to Grantee;
- 18.2.2** Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency’s reasonable administrative discretion, to perform its obligations under this Grant;
- 18.2.3** Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency’s performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
- 18.2.4** Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

**18.3 By Grantee.** Grantee may terminate this Grant as follows:

- 18.3.1** If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.
- 18.3.2** If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or
- 18.3.3** Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

**18.4 Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

**SECTION 19: MISCELLANEOUS**

- 19.1 Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.
- 19.2 Nonappropriation.** Agency’s obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

- 19.3 **Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 19.4 **Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- 19.5 **Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 **Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 **Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 **Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 **Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 **Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 **Contracts and Subgrants.** Grantee may enter into contracts or subgrants for any of the Project activities required of Grantee under this Grant, however Grantee is required to communicate subgrantee information to Agency in such a manner and timing as prescribed by Agency that Agency considers necessary to fulfill its federal reporting obligations.

- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits
  - Exhibit A (the "Project")
  - Exhibit B (Insurance)
  - Exhibit C (Federal Terms and Conditions)
  - Exhibit D (Federal Award Identification)
- 19.16 Merger, Waiver.** This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

**SECTION 20: SIGNATURES**

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

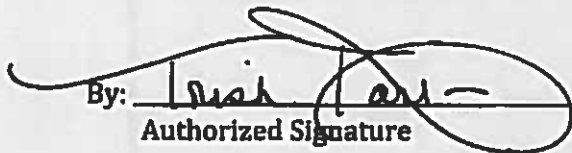
IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

**STATE OF OREGON acting by and through its Department of Administrative Services**

By: \_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

**Seal Rock Water District**

By:  \_\_\_\_\_  
Authorized Signature

9/29/2020  
Date

Trish Karlsen  
Printed Name

Bookkeeper  
Title

930504185  
Federal Tax ID Number

053053203  
DUNS Number

**Approved for Legal Sufficiency in accordance with ORS 291.047**

By: s/ Sam Zeigler  
Senior Assistant Attorney General  
Oregon Department of Justice

by email dated 7/21/20  
Date



# EXHIBIT A THE PROJECT

## SECTION I. BACKGROUND AND GOALS

To support local government actions in the statewide fight against the Coronavirus by providing reimbursement of federally eligible expenses under the CARES Act. Coronavirus Relief Funds may be used to cover costs that are:

1. Necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Were not accounted for in the Grantee's budget most recently approved as of March 27, 2020; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

## SECTION II. PROJECT ACTIVITIES, SCHEDULE, AND BUDGET

Agency will disburse Grant Funds only for eligible costs incurred by Grantee for the Performance Period and in accordance with criteria and guidance established by US Treasury:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

Additionally, the US Treasury has provided answers to frequently asked questions regarding eligible costs under the Coronavirus Relief Fund:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

**Indirect/Administrative Costs.** Grantee will not be reimbursed for any indirect costs with Grant Funds in accordance with U.S. Treasury guidance. The information described in this paragraph overrides any other verbal or written rate(s) or information provided by Agency

## SECTION III. RESERVED

## SECTION IV. REPORTING REQUIREMENTS

In a form provided by Agency, Grantee shall report eligible costs to Agency when seeking reimbursement for costs incurred during the Performance Period. Agency may require additional reporting in form and at such times as Agency specifies by notification to Grantee through its Grant Manager identified in Section 4.2.

If the Performance Period begins prior to the Executed Date, any reports for Project activities shown in this Exhibit A as due prior to the Executed Date must be provided to Agency, if not already provided to Agency despite the lack of an executed Grant. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

**SECTION V. DISBURSEMENT PROVISIONS**

**Subject to the Special District Cap, Agency will disburse the Grant Funds upon receipt and approval of Grantee's request for disbursement.**

**To be processed for payment, Grantee's request must include the following information at the minimum:**

- **Request date;**
- **Period covered by request;**
- **Agency's Grant number;**
- **Amount being requested; and**
- **Aggregated costs by available cost category.**

**Agency may request, at its discretion, additional information it considers necessary to determine the eligibility of costs for reimbursement. Reimbursement requests shall be submitted via an Agency-developed grant website portal, if operable and available, otherwise, Grantee must send its requests for disbursement via email to the Agency's Grant Manager identified in Section 4.**



## EXHIBIT B INSURANCE

### INSURANCE REQUIREMENTS

Grantee must obtain at Grantee's expense, and require its first tier contractors and subgrantees, if any, to obtain the insurance specified in this exhibit prior to performing under this Grant, and must maintain it in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee must obtain and require its first tier contractors and subgrantees, if any, to obtain the following insurance from insurance companies or entities acceptable to Agency and authorized to transact the business of insurance and issue coverage in Oregon. Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of professional liability and workers' compensation. Grantee must pay and require its first tier contractors and subgrantees to pay, if any, for all deductibles, self-insured retention and self-insurance, if any.

### WORKERS' COMPENSATION

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subgrantees, contractors, and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000, and shall require and ensure that each of its out-of-state subgrantees, contractors, and subcontractors complies with these requirements.

### COMMERCIAL GENERAL LIABILITY

Required  Not required

Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to Agency. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit may not be less than \$2,000,000.

### AUTOMOBILE LIABILITY INSURANCE

Required  Not required

Automobile liability insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of

**DAS GRANT #1774 - [Coronavirus Relief Fund]**

personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**PROFESSIONAL LIABILITY**

Required  Not required

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant by the Grantee and Grantee's contractors, subgrantees, agents, officers or employees in an amount not less than \$\_\_\_\_\_ per claim. Annual aggregate limit may not be less than \$\_\_\_\_\_. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the professional liability insurance coverage, or the Grantee must provide tail coverage as stated below.

**NETWORK SECURITY AND PRIVACY LIABILITY**

Required  Not required

Grantee must provide network security and privacy liability insurance for the duration of the Grant and for the period of time in which Grantee (or its business associates, contractors, or subgrantees) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$\_\_\_\_\_ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), payment card data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

**POLLUTION LIABILITY**

Required  Not required

Pollution liability insurance covering Grantee's or appropriate contractor or subgrantee's liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related cleanup costs incurred by Grantee, all arising out of the Project activities (including transportation risk) performed under this Grant is required. Combined single limit per occurrence may not be less than \$\_\_\_\_\_. Annual aggregate limit may not be less than \$\_\_\_\_\_.

An endorsement to the commercial general liability or automobile liability policy, covering Grantee's, contractor, or subgrantee's liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related clean-up costs incurred by Grantee that arise from the Project activities (including transportation risk) performed by Grantee under this Grant is also acceptable.

**DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY**

Required  Not required

Directors, officers and organization liability insurance covering the Grantee's organization, directors, officers, and trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of Grant Funds and donor contributions - with a combined single limit of no less than \$\_\_\_\_\_ per claim.

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**CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND**

Required  Not required

Employee dishonesty or fidelity bond covering loss of money, securities and property caused by dishonest acts of Grantee's employees. Coverage limits may not be less than \$\_\_\_\_\_.

**PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE**

Required  Not required

Abuse and molestation insurance in a form and with coverage satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee, its contractors, subcontractors or subgrantees ("Covered Entity") is responsible including but not limited to any Covered Entity's employees and volunteers. Policy endorsement's definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$\_\_\_\_\_ per occurrence. Any annual aggregate limit may not be less than \$\_\_\_\_\_. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

**EXCESS/UMBRELLA INSURANCE**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**ADDITIONAL INSURED**

All liability insurance, except for workers' compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

**WAIVER OF SUBROGATION**

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee's first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

**DAS GRANT #1774 – [Coronavirus Relief Fund]****TAIL COVERAGE**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee must maintain, and require its first tier contractors and subgrantees, if any, maintain, either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Grant, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Project activities required under this Grant, or, (ii) Agency or Grantee termination of Grant, or, (iii) the expiration of all warranty periods provided under this Grant.

**CERTIFICATE(S) AND PROOF OF INSURANCE**

At Agency's request, Grantee must provide to Agency a Certificate(s) of Insurance for all required insurance. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: [CoronavirusReliefFund@oregon.gov](mailto:CoronavirusReliefFund@oregon.gov) or by mail to: Department of Administrative Services, Attention: Coronavirus Relief Fund, 155 Cottage Street NE, Salem, OR, 97301 prior to commencing the work.

**NOTICE OF CHANGE OR CANCELLATION**

Grantee or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW**

Grantee agrees to periodic review of insurance requirements by Agency under this Grant, and to provide updated requirements as mutually agreed upon by Grantee and Agency.

**STATE ACCEPTANCE**

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee must provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this exhibit.

## EXHIBIT C

### FEDERAL TERMS AND CONDITIONS

#### 1. FEDERAL FUNDS

1.1. If specified below, Agency's payments to Grantee under this Grant will be paid in whole or in part by funds received by Agency from the United States Federal Government. If so specified then Grantee, by signing this Grant, certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government.

Payments  will  will not be made in whole or in part with federal funds.

1.2. In accordance with the Chief Financial Office's Oregon Accounting Manual, policy 30.40.00.104, Agency has determined:

Grantee is a subrecipient       Grantee is a contractor       Not applicable

1.3. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant: 21.019

#### 2. FEDERAL PROVISIONS

2.1. The use of all federal funds paid under this Grant are subject to all applicable federal regulations, including the provisions described below.

2.2. Grantee must ensure that any further distribution or payment of the federal funds paid under this Grant by means of any contract, subgrant, or other agreement between Grantee and another party for the performance of any of the activities of this Grant, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Grant.

2.3. Grantee must include and incorporate the provisions described below in all contracts and subgrants that may use, in whole or in part, the funds provided by this Grant.

2.4. Grantee must comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Grantee must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

**In accordance with U.S. Treasury guidance - Grantee is subject to the following provisions, as applicable.**

For purposes of these provisions, the following definitions apply:

**"Contract"** means this Grant or any contract or subgrant funded by this Grant.

**"Contractor"** and **"Subrecipient"** and **"Non-Federal entity"** mean Grantee or Grantee's contractors or subgrantees, if any.

(A) 2 CFR §200.303 Internal Controls

(B) 2 CFR §§ 200.330 through 200.332 Subrecipient Monitoring and Management



**DAS GRANT #1774 -- [Coronavirus Relief Fund]**

**(C) Subpart F – Audit Requirements of 2 CFR §200.5XX**

- i. Contractor must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
- ii. If Contractor receives federal awards in excess of \$750,000 in a fiscal year, Contractor is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.
- iii. Contractor must save, protect and hold harmless Agency from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Contractor acknowledges and agrees that any audit costs incurred by Contractor as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Contractor and State.

**(D) System for Award Management.** Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier required for SAM registration.

**3. ADDITIONAL FEDERAL REQUIREMENTS**

None.

**EXHIBIT D  
FEDERAL AWARD IDENTIFICATION  
(Required by 2 CFR 200.331(a))**

(i) Grantee Name: <i>(must match DUNS registration)</i>	Seal Rock Water District
(ii) Grantee's DUNS number:	053053203
(iii) Federal Award Identification Number (FAIN):	
(iv) Federal award date: <i>(date of award to DAS by federal agency)</i>	March 27, 2020
(v) Grant period of performance start and end dates:	Start: March 1, 2020 End: December 30, 2020
(vi) Total amount of federal funds obligated by this Grant:	
(vii) Total amount of federal award committed to Grantee by Agency: <i>(amount of federal funds from this FAIN committed to Grantee)</i>	\$250000.00
(viii) Federal award project description:	Coronavirus Relief Fund
(ix) Federal awarding agency:	U.S. Department of the Treasury
Name of pass-through entity:	Oregon Department of Administrative Services
Contact information for awarding official of pass-through entity:	Gerold Floyd, CoronavirusReliefFund@Oregon.gov
(x) CFDA number, name, and amount:	Number: 21.019 Name: Coronavirus Relief Fund Amount: \$1,388,506,837.10
(xi) Is award research and development?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xii) Indirect cost rate:	Not allowed per U.S. Treasury guidance
Is the 10% de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

TELEWORKING ITEMS TO BE PURCHASED 2020						
				Approx. Cost		
		Approx. Cost	Public			
		Telework	Safety			
ITEM	Approx. Cost	Capabilities	Measures	Actual Cost	Purchase From	Notes
Laptops for Board	\$5,500.00	\$5,500.00	\$0.00		Costco.com	\$1100.00 per laptop
Laptop setup for Board	\$1,750.00	\$1,750.00	\$0.00		Orcotech	\$350 per laptop
Laptop for Brendi	\$1,100.00	\$1,100.00	\$0.00		Costco.com	
Laptop for Adam	\$1,100.00	\$1,100.00	\$0.00		Costco.com	
Laptop Setup for Brendi & Adam Laptop	\$700.00	\$700.00	\$0.00		Orcotech	\$350 per laptop
Chair for Brendi for Home	\$449.99	\$449.99	\$0.00		Staplesadvantage.com	
Chair for Joy for Home	\$249.99	\$249.99	\$0.00		Staplesadvantage.com	
Ten Key Calculator for Trish for Home	\$182.79	\$182.79	\$0.00		Staplesadvantage.com	
Ten Key Calculator for Joy for Home	\$182.79	\$182.79	\$0.00		Staplesadvantage.com	
Ten Key Calculator for Brendi for Home	\$182.79	\$182.79	\$0.00		Staplesadvantage.com	
Headphones with microphone for Adam	\$159.99	\$159.99	\$0.00		Staplesadvantage.com	
Headphones with microphone for Rob	\$159.99	\$159.99	\$0.00		Staplesadvantage.com	
Headphones with microphone for Joy	\$159.99	\$159.99	\$0.00		Staplesadvantage.com	
Headphones with microphone for Trish	\$159.99	\$159.99	\$0.00		Staplesadvantage.com	
Headphones with microphone for Brendi	\$159.99	\$159.99	\$0.00		Staplesadvantage.com	
Headphones with microphone for Brad	\$159.99	\$159.99	\$0.00		Staplesadvantage.com	
Paper Shredder for Trish for Home	\$67.08	\$67.08	\$0.00		Staplesadvantage.com	
Paper Shredder for Brendi for Home	\$67.08	\$67.08	\$0.00		Staplesadvantage.com	
Paper Shredder for Joy for Home	\$67.08	\$67.08	\$0.00		Staplesadvantage.com	
Printer Ink Cartridges for Trish for Home	\$841.95	\$841.95	\$0.00		Staplesadvantage.com	
Printer Ink Cartridges for Joy for Home	\$186.99	\$186.99	\$0.00		Staplesadvantage.com	
Printer Ink Cartridges for Brendi for Home	\$158.73	\$158.73	\$0.00		Staplesadvantage.com	
3 Hole Punch Trish for Home	\$16.21	\$16.21	\$0.00		Staplesadvantage.com	
3 Hole Punch Brendi for Home	\$16.21	\$16.21	\$0.00		Staplesadvantage.com	
3 Hole Punch Joy for Home	\$16.21	\$16.21	\$0.00		Staplesadvantage.com	
2 Hole Punch Trish for Home	\$7.45	\$7.45	\$0.00		Staplesadvantage.com	
2 Hole Punch Brendi for Home	\$7.45	\$7.45	\$0.00		Staplesadvantage.com	
2 Hole Punch Joy for Home	\$7.45	\$7.45	\$0.00		Staplesadvantage.com	
Desk Lamp Brendi for Home	\$45.79	\$45.79	\$0.00		Staplesadvantage.com	
Envelope/Organizer/Pen Cup Brendi for Home	\$16.88	\$16.88	\$0.00		Staplesadvantage.com	
Stylus Pens for Laptops	\$46.90	\$46.90	\$0.00		Staplesadvantage.com	\$9.38 for 2/pk x 5 pks = \$46.90
Video Conference package for board room	\$1,322.77	\$1,322.77	\$0.00		Staplesadvantage.com	
Laptop Sleeve for Brendi Laptop	\$15.99	\$15.99	\$0.00		Amazon	
Laptop Sleeve for Old Laptop (black)	\$14.99	\$14.99	\$0.00		Amazon	
Laptop Sleeve for Board Laptops (blue)	\$79.95	\$79.95	\$0.00		Amazon	\$15.99 each
floor decal mask required	\$12.15	\$0.00	\$12.15		Staplesadvantage.com	
floor decal social distancing	\$12.15	\$0.00	\$12.15		Staplesadvantage.com	
Wall decal social distancing	\$8.06	\$0.00	\$8.06		Staplesadvantage.com	
Ethyl Alcohol Wipes 50/pk	\$2.99	\$0.00	\$2.99		Staplesadvantage.com	
Gloves	\$21.99	\$0.00	\$21.99		Amazon	
Fabric Masks for Office & Field	\$820.00	\$0.00	\$820.00		Vistaprint.com	4 per employee x 9 employees & 1 per Board member @ \$20 ea
<b>TOTAL</b>	<b>\$16,238.79</b>	<b>\$15,361.45</b>	<b>\$877.34</b>			
Sanitizer/cleaner/disinfectant						all out of stock



TELEWORKING ITEMS PURCHASED 2020								
Date Paid	Check #	Item	Purchased From	Price	How many	Total Cost	Telework Capabilities	Public Safety Measures
5/13/2020	21070	Zoom Video Conferencing	Zoom (visa)	\$149.90	1	\$149.90	\$149.90	\$0.00
5/13/2020	21062	Cameras for Video Conferencing	Orcotech	\$130.00	2	\$260.00	\$260.00	\$0.00
5/13/2020	21062	Setup Cost for Cameras	Orcotech	\$27.50	1	\$27.50	\$27.50	\$0.00
6/10/2020	21109	Cameras for Video Conferencing	Orcotech	\$130.00	2	\$260.00	\$260.00	\$0.00
6/10/2020	21109	Setup Cost for Cameras	Orcotech	\$27.50	1	\$27.50	\$27.50	\$0.00
8/12/2020	21182	Laptops: HP Pavilion 15.6" Touchscreen laptop 10th Gen Intel Core i7 1065G7 - 4GB GeForce MX250 - 1080p + Windows 10 Pro	Costco.com	\$1,100.00	2	\$2,200.00	\$2,200.00	\$0.00
9/9/2020	21242	Setup Cost for laptops	Orcotech	\$715.00	1	\$715.00	\$715.00	\$0.00
9/9/2020	21242	Camera for Video Conferencing	Orcotech	\$99.00	1	\$99.00	\$99.00	\$0.00
9/9/2020	21253	Mouse for laptops	Amazon (visa)	\$20.38	3	\$61.14	\$61.14	\$0.00
9/9/2020	21253	Laptop Sleeves	Amazon (visa)	\$15.99	2	\$31.98	\$31.98	\$0.00
6/10/2020	21119	Plexiglass for Front Office Area	Lincoln Glass (visa)	\$150.28	1	\$150.28	\$0.00	\$150.28
		TOTAL				\$3,982.30	\$3,832.02	\$150.28

## TOTAL COMBINED

	Telework Capabilities	Public Safety Measures	Total
Purchased	\$3,832.02	\$150.28	\$3,982.30
To be Purchased	<u>\$15,361.45</u>	<u>\$877.34</u>	<u>\$16,238.79</u>
TOTAL	\$19,193.47	\$1,027.62	<u>\$20,221.09</u>

submitted via CRF Grant Portal on 9/25/2020 by Trish Karlsen



PO Box 190 · 1037 NW Grebe Street · Seal Rock, Oregon 97376  
Phone: 541.563.3529 · FAX 541.563.4246 · Email: info@srwd.org

# Seal Rock Water District

<b>DATE ACTION REQUESTED: October 8, 2020</b>							
<b>Ordinance</b>		<b>Resolution</b>		<b>Motion</b>	<b>X</b>	<b>Information</b>	
<b>Date Prepared: October 2, 2020</b>				<b>Dept.: Administration</b>			
<b>SUBJECT: Water Purchase Agreement</b>				<b>Contact Person for this Item:</b> Adam Denlinger, General Manager adenlinger@srwd.org. 541-563-4447			

**RECOMMENDED BOARD ACTION:**

Consider authorizing the district to enter into a short-term water purchase agreement and authorize the General Manager to execute the agreement.

**FINANCIAL IMPACTS:**

District staff have budgeted for anticipated cost for continued water supply. Minor capital improvements will be split into two instalments as described in section 1.3 of the proposed agreement.

**BACKGROUND:**

With the approval of the Board, over the past couple of months the Board President and the General Manager have meet with representatives from the City of Toledo to develop a short-term water purchase agreement. Consideration for the continued purchase of water through December 31, 2021 includes:

- \$5,686.29 per month (monthly base rate charge).
- \$4.75/1000 gallons for the first 8,000,000 gallons a month.
- \$5.25/1000 for the next 6,000,000 gallons.
- \$6.00/1000 thereafter.
- Minor Capital improvements totaling \$117,354.33

Understanding an anticipated rate adjustment helps the district financially plan for future water purchase through the budget process. Therefore, staff is recommending that the Board consider authorizing the proposed water purchase agreement.

Submitted By: Adam Denlinger Adam Denlinger, General Manager

## Water Purchase Agreement

This Agreement is entered into by and between the Seal Rock Water District, herein called "Purchaser" and the City of Toledo, a municipal corporation of the State of Oregon, hereinafter "City" (collectively "Parties" or individually "Party").

### Recitals

A. Purchaser is a domestic water supply District of the State of Oregon and is authorized by ORS Chapter 264 to supply inhabitants of the District with water for domestic purposes.

B. City is a municipal corporation of the State of Oregon and is authorized by the charter of the City of Toledo and the Toledo Municipal Code to maintain water works for the furnishing of water to the City, its property, its inhabitants, and to non-inhabitants. The Council of the City is further authorized to enter into contracts for the supply of water by the City and to sell water to persons, public and private, outside the City, on terms and conditions the Council finds appropriate.

C. City wishes to sell and Purchaser wishes to buy water on the basis hereinafter set forth at a point of delivery to Purchaser as agreed to by the Parties.

Now, Therefore, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties hereby agree as follows:

1.1. Nature of the Agreement. This Agreement is a special contract service and is not provided by the City as a common utility service. City agrees to sell and Purchaser agrees to purchase potable water on the basis of the terms and conditions set forth herein during the term of the Agreement. The purchase of water or any other commodity or service under this Agreement shall not constitute purchase of ownership rights to water or any portion of the water system owned and operated by the City. This Agreement does not create privity or third-party rights in Purchaser's customers. This Agreement is an intergovernmental agreement governed under ORS 190 and Parties agree that no intergovernmental entity is created by the Agreement.

1.2. Purchaser agrees to satisfy retroactive payment for water purchased in the amount of \$81,587.15 as a one-time payment due at the time of signing.

1.3. Purchaser agrees to pay \$117,354.33 Capital Improvement expenses in two instalments.

1.3.1 Expenditures for system improvements beginning fiscal year 2017 through fiscal year 2020 totaling \$44,854.33 due at time of signing.

1.3.1 Budgeted expenditures for system improvements for fiscal year 2020-2021 totaling a district share of \$72,500.00 to be paid in full by July 30, 2021.

1.4. Rates and Payment:

1.4.1 \$5,686.29 per month (monthly base rate charge), plus \$4.75/1000 gallons for the first 8,000,000 gallons a month, \$5.25/1000 for the next 6,000,000 gallons, and \$6.00/1000 for any thereafter.

1.4.2. Purchaser agrees to rate increases to the schedule in 1.4.1 at the same percentage as rate increases to Toledo inside residential user rates.

1.4.3. City will bill Purchaser monthly on or about the 1<sup>st</sup>. Bills are due on or before the 10th day of the month, and if not paid are subject to an interest rate at the statutory rate on unpaid accounts if not paid within 30 days of the invoice date.

1.5. Delivery is deemed complete at the point of delivery located at the pumphouse at 1621 S. Bay Rd. Toledo, OR 97391, Meter #: 7068850.

1.6. Quantity. City agrees to sell and deliver to Purchaser a maximum of 50% of the potable water supply capacity of the City's Water Treatment Plant (WTP) per day. As of the date of this Agreement, 50% of the potable water supply capacity of the City's WTP per day is 500,000 gallons per day.

1.7. Term and Renewal.

1.7.1 Initial Term. November 1, 2020 to December 31, 2021.

1.7.2 Option. Purchaser, in Purchaser's sole discretion, has the option to continue this Agreement on its current terms from January 1, 2022 to December 31, 2022. No other options are created herein. Purchaser must give notice of option by September 30, 2021.

1.8. Early Termination may occur upon the following:

1.8.1. Voluntary termination. Purchaser must give 90 days' notice of voluntary termination.

1.8.2. Default. Failure of a party to perform any material obligation in this Agreement.

1.8.3. Dissolution. In the event of Purchaser's dissolution, this Agreement may be terminated immediately by City.

1.8.4. Nonpayment. In the event Purchaser is delinquent more than 45 days, City may notify Purchaser in writing that unless payment is made by Purchaser service will be discontinued for nonpayment after 30 days from the date of notice and this Agreement terminated. Purchaser may avoid termination by paying the amount demanded within 30 days.

1.9. Prohibition on resale. Purchaser shall not resell water at rates higher than the rates established at clause 1.4.1 or any subsequent rate increases. This prohibition is a material term of this Agreement.

2.1. Compliance with law. The Parties agree to comply with the standards set forth by the American Water Works Association (“AWWA”), regulating the design, installation, performance, and manufacture of products used in water treatment and supply, and covering utility management practices, to the extent such standards do not conflict with any material provisions of this Agreement. The Parties agree to comply with all Oregon Revised Statutes and Administrative Rules applicable to the provision of services under this Agreement.

### 3.4. Connections and metering

3.1. Purchaser will not allow unmetered water use.

3.2. City shall own, provide and maintain meters, valves, and controls in proper order at the point of delivery for Purchaser’s transmission line.

3.3. Calibration. City shall calibrate meters annually by hiring an independent calibration consultant certified and qualified to provide calibration services. City and Purchaser shall share equally in the cost of calibrating the meter. Purchaser may attend the calibration and receive a calibration report. A meter registering not more than 2% above or below the set calibration standards shall be deemed to be accurate. The previous readings of any meter disclosed by calibration to be inaccurate shall be corrected for the three (3) months previous to such calibration in accordance with the percentage of inaccuracy found by such calibration.

### 4. Water quality, water conservation

4.1. City will maintain and operate its WTP and conduct water quality testing as required by law and will give notice to Purchaser of contamination. Purchaser shall own, provide and maintain appropriate cross connection control devices on its transmission line so as to prevent any contamination of the City water system. Purchaser shall provide City with proof of annual testing and compliance with applicable statutes and administrative rules regarding cross connection back flow control devices.



4.2. The Parties will update their water management and conservation plans as required by law and develop and implement conservation programs to the best of their ability to increase efficiency, reduce program costs, and conserve water.

## 5. Water curtailment and localized emergencies

5.1. The Parties will each maintain a water curtailment plan in accordance with state law in order to limit demand in the event of a water shortage and to protect the City's capacity to supply water for fire, life, safety, and other high-priority needs. Purchaser may adopt the City curtailment plan or its own plan that is substantially equivalent to the City Plan.

5.2. The Parties acknowledge that unforeseen or unavoidable circumstances may limit the amount of water available to the City for sale and distribution, whether temporarily or permanently. Should the available water supply fall below the aggregate of all demands placed on the City system, or should it be reasonably predicted that the supply will fall below demands before other supplies are available, the City may declare that the water shortage is in effect. The City and Purchaser will then coordinate and implement action pursuant to the curtailment plan developed by the Parties.

5.3. Localized emergencies, including but not limited to main breaks, system failures, or weather-related events, may result in temporary interruption of service, reduction of water supply and create a curtailment event.

5.4. Purchaser may experience localized emergencies, including but not limited to main breaks, system failures, or weather-related events, which may result in excess consumption, water loss, and thereby create a curtailment event.

5.4. During curtailment events City's inside users have priority; accordingly, City reserves the right to reduce or cease providing water to Purchaser pursuant to this Agreement.

5.5. Notice. The Parties will give notice immediately upon the occurrence of a potential or actual curtailment event. The Parties agree that notice is accomplished upon acknowledgement of the recipient, not delivery of the notice. The Parties will provide each other with 24 hour/day contact information in order to accomplish notice.

## 6. Insurance, Indemnity, and Hold Harmless

6.1. Purchaser will retain all liability for service to customers, operation, maintenance, and construction of its water system. City will retain all liability for operation, maintenance, and construction of its water system.

6.2. Each Party will have in full force and effect during the term of this Agreement, liability coverage in the amount of \$2,000,000 Comprehensive General Liability coverage protecting the other Party from liability of any nature whatsoever arising from City's performance of its obligations under this Agreement.

6.3. To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes not to exceed monetary limits of the Oregon Tort Claims Act, each party will indemnify, defend, save and hold harmless the other and the other's officers and employees from any and all claims, suits, and liabilities arising out of the negligent acts or omissions of the indemnifying party's performance under this Agreement or related to this Agreement. This indemnity obligation shall not include any obligation of one party to indemnify the other for actions or omissions of the other or the other's officers, employees, and agents. In the event of joint acts, each party shall be responsible for its own acts or those of its own officers, employees and agents. If any aspect of this indemnification shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

6.4. Purchaser agrees that no liability for damages will attach to City on account of any failure of supply or changes in pressure, flow rate, or water quality due to circumstances beyond the reasonable control of City, acting in accordance with the standards of care common and usual in the municipal water supply industry.

7. Notice and Cure. Parties agree that on occurrence of a default, minor or material breach, the nonbreaching/nondefaulting Party will give prompt, written notice specifying the nature of the breach/default, and allow 60 days to for the other Party to remedy, cure, or renegotiate the matter on terms equitable and acceptable to the Parties. A Party who fails to take action within 60 days of receiving notice is in default, entitling the other party to terminate this Agreement and pursue all other legal remedies.

10. Miscellaneous

10.1. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned to any party without the prior written consent of the other party.

10.2. Except for curtailment events, Notices under this Agreement must be in writing and will be deemed to have been given if delivered personally, mailed by certified mail, delivered by an overnight delivery service (confirmation), or emailed with acknowledged receipt from the recipient.

City of Toledo, attention City Manager, PO Box 220, Toledo, OR 97391

Seal Rock Water District, attention General Manager, 1037 NW Grebe Street (PO Box 190) Seal Rock, OR 97376.

10.3. Amendments to this Agreement may be made only by a written instrument executed by all the Parties referring to this Agreement.

10.4. Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same Agreement.

10.5 Time is of the essence with respect to all dates and time periods set forth referred to in this Agreement.

10.6. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict of laws principles.

10.7. If any suit or action is instituted to interpret or enforce the provisions of this Agreement, and to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on any issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such suit or action as determined by the trial court, and if any appeal is taken from such decision reasonable attorney fees as determined on appeal.

10.8. The Parties agree that the remedy at law for any breach or threatened breach by any party may, by its nature, be inadequate and that the other party will be entitled, in addition to damages, to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or proving that any monetary damage has been sustained.

10.9. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement will be brought against any of the Parties in Lincoln County Circuit Court of the State of Oregon or subject to applicable jurisdictional requirements, in the United States District Court for the District of Oregon, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue.

10.10. If any provision of this Agreement is invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired

10.11. This Agreement (including the documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the Parties with respect to such subject matter.

10.12. Any provision of this Agreement which by its terms has or may have application after expiration or earlier termination of this Agreement, including all covenants, agreements, indemnities, and warranties, will be deemed to the extent of such application to survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this 7th day of October 2020.

CITY OF TOLEDO

SEAL ROCK WATER DISTRICT

By: \_\_\_\_\_  
Judy Richter, Toledo City Manager

By: \_\_\_\_\_  
Adam Denlinger, SRWD General Manager

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

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

Attest:

Attest:

\_\_\_\_\_  
Lisa Figueroa, City Recorder

\_\_\_\_\_  
Joy King, SRWD Office Manager

Approved as to Form:

\_\_\_\_\_  
City Legal Counsel

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

\_\_\_\_\_  
District Legal Counsel

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

**GRIMSTAD & ASSOCIATES**  
Certified Public Accountants

September 10, 2020

Newport Office:  
P.O. Box 1930  
530 N.W. 3rd St. Ste E  
Newport, OR 97365  
(541) 265-5411  
Fax (541) 265-9255  
info@grimstad-assoc.com

To the Board of Commissioners  
Seal Rock Water District  
Seal Rock, Oregon

Lincoln City Office:  
1349 N.W. 15th Street  
Lincoln City, OR 97367  
(541) 994-5252  
Fax (541) 994-2105

I am pleased to confirm my acceptance and understanding of the services I am to provide Seal Rock Water District (District) for the year ended June 30, 2020. I will audit the financial statements of the business-type activities, including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the year ended June 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of my engagement, I will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I will not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of the District's Proportionate Share of the Net Pension Liability - Oregon Public Employee Retirement System
3. Schedule of the District's Contributions - Oregon Public Employee Retirement System
4. Notes to the Schedules of the District's Proportionate Share of the Net Pension Liability (Asset) and Contractually Required Contributions
5. Schedule of Funding Progress - Other Postemployment Healthcare Benefits

I have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. I will subject the following supplementary information to the auditing procedures applied in my audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and I will provide an opinion on it in relation to the financial statements as a whole, in a report combined with my auditor's report on the financial statements:

1. Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - All Individual Funds
2. Reconciliation of Revenues and Expenditures (Budgetary Basis) to the Statement of Revenues, Expenses and Changes in Net Position
3. Schedule of Expenditures of Federal Awards

**Audit Objectives**

The objective of my audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplemental information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CRF) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

In addition, my audit will include procedures to the extent considered necessary to address the comments and disclosures required by the Minimum Standards for Audits of Oregon Municipal Corporations, Oregon Administrative Rules 162-10-000 through 162-10-320, regarding the District's compliance with certain provisions of laws, regulations, contracts, and grants, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules 162-10-000 through 162-10-320, noncompliance with which could have a direct and material effect on the determination of financial statement amounts; and on the District's internal control over financial reporting. I will issue a written report, the Independent Auditor's Report Required By Oregon State Regulations, upon completion of my audit of the District's financial statements. My report will be addressed to the Board of Commissioners of the District. Providing opinions on the District's compliance and its internal control over financial reporting are not objectives of these procedures to be performed for purposes of this report and, accordingly, no such opinions will be expressed in this report.

My audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of the accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures I consider necessary to enable me to express such opinions. I will issue written reports upon completion of my Single Audit. My reports will be addressed to the board of commissioners of the District. I cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for me to modify my opinion or add an emphasis-of-matter or other-matter paragraphs. If my opinion is other than unmodified, I will discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or am unable to form or have not formed an opinion, I may decline to express an opinion or to issue reports or I may withdraw from this engagement.

**Audit Procedures - General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, my audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. I will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because I will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by me, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material



effect on the financial statements or on major programs. However, I will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that comes to my attention. I will also inform the appropriate level of management of any violations of laws or governmental regulations that come to my attention, unless clearly inconsequential, and of any material abuse that comes to my attention. I will include such matters in the reports required for a Single Audit. My responsibility as auditor is limited to the period covered by my audit and does not extend to any later periods for which I am not engaged as auditor.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. I will request written representation from your attorney as part of the engagement, and he/she may bill you for responding to this inquiry. At the conclusion of my audit, I will require certain written representations from you about your responsibility for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

**Audit Procedures - Internal Control**

My audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that I consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. My tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in my report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, I will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that I consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, my tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in my report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, I will express no such opinion. However, during the audit, I will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

**Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, I will perform tests of the District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and I will not express such an opinion in my report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that I also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. My procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in my report on compliance issued pursuant to the Uniform Guidance.

**Other Services**

I will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the District in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. I will perform the services

in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. I, in my sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

**Management Responsibilities**

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to me and for the accuracy and completeness of that information. You are also responsible for providing me with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documents, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that I may request for the purpose of the audit, and (4) unrestricted access to persons within the District from whom I determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to me in the management representation letter that the effects of any uncorrected misstatements aggregated by me during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing me about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing me of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that I report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include my report on the schedule of expenditures of federal awards in any document that contains and indicates that I have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes my report thereon. Your responsibilities include acknowledging to me in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to me any significant assumptions or interpretations underlying

the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which I have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include my report on the supplementary information in any document that contains, and indicates that I have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes my report thereon. Your responsibilities include acknowledging to me in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to me any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to me corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on my current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services I provide. You will be required to acknowledge in the management representation letter my assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

**Engagement Administration**

I understand that your employees will prepare all cash, accounts receivable, and other confirmations I request and will locate any documents selected by me for testing.

At the conclusion of the engagement, I will complete the appropriate sections of the Data Collection Form that summarizes my audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. I will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

I will provide copies of my reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of my reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Grimstad & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to an Oversight Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. I will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grimstad & Associates' personnel. Furthermore, upon request, I may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oversight Agency. If I am aware that a federal awarding agency, pass-through organization, or auditee is contesting an audit finding, I will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

Signe Grimstad is the engagement partner and is responsible for supervising the engagement and signing the reports.

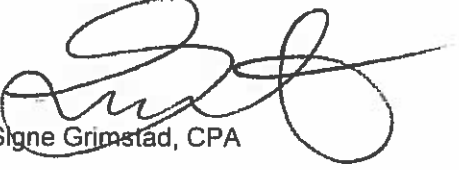
My fee for these services will be at my standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that I agree that my gross fee, including expenses, will not exceed \$8,000 for the regular audit and the single audit will not exceed \$5,500. My standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. My invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with my firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If I elect to terminate my services for nonpayment, my engagement will be deemed to have been completed upon written notification of termination, even if I have not completed my reports. You will be obligated to compensate me for all time expended and to reimburse me for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs.

*Government Auditing Standards* require that I provide you with a copy of my most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. My 2018 peer review report accompanies this letter.

I appreciate the opportunity to be of service to District and believe this letter accurately summarizes the significant terms of my engagement. If you have any questions, please let me know. If you agree with the terms of my engagement as described in this letter, please sign the enclosed copy and return it to me.

Very truly yours,

**GRIMSTAD & ASSOCIATES**

  
Signe Grimstad, CPA

**RESPONSE:**

This letter correctly sets forth the understanding of Seal Rock Water District.

\_\_\_\_\_  
Adam Denlinger, General Manager

\_\_\_\_\_  
Governance Signature

\_\_\_\_\_  
Title



**Report on the Firm's System of Quality Control**

To the Owner of  
Grimstad & Associates  
and the Peer Review Committee of the Oregon Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Grimstad & Associates (the firm) in effect for the year ended June 30, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

**Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

**Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

**Required Selections and Considerations**

Engagements selected for review included an engagement performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Grimstad & Associates in effect for the year ended June 30, 2018 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Grimstad & Associates has received a peer review rating of *pass*.

THE RBH Group, LLC

January 12, 2019



# MID-COAST WATER PLANNING PARTNERSHIP

## NEWSLETTER

September 2020

"All the water that will ever be is, right now."  
~National Geographic

### Integrated Water Management Plan Development Team

#### Co-facilitators

Lisa DeBruyckere\* (Creative Resource Strategies) and Lisa Gaines (Institute for Natural Resources)

#### Oregon Explorer Development Team

Janine Salwasser, Myrica McCune, and Tyson Schoepflin (Institute for Natural Resources), Marc Rempel (OSU Libraries and Press)

#### Technical Writing

Jeff Behan (Institute for Natural Resources)

#### Facilitation Support and Technical Assistance For Plan Development

Sam Chan, Oregon Sea Grant  
Derek Godwin, OSU Extension Service

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Creative  
Resource  
Strategies



INSTITUTE FOR  
NATURAL RESOURCES



Oregon State University  
Extension Service

## Partnership Launches New Website

The Partnership launched a new website in September, **Cape 2 Cape**. To support a seamless transition, the URL of the new site is the same as the original MCWPP site: [www.midcoastwaterpartners.com](http://www.midcoastwaterpartners.com). The purpose of the new site is to illustrate and share information from the first three steps of the planning process to develop an integrated water management plan for the Mid-Coast of Oregon. Visitors to the site can learn about the partnership and take a deeper dive into the ecology, water quantity, water quality, and infrastructure issues associated with water availability and delivery in the region. The new site also has the framework that will allow us to share information as stakeholders develop prioritized strategies for addressing, initially, 18 key issues developed by Partnership work groups, and other issues that have been discussed to date but for which there have been no clearly defined issue statements created. Stay tuned for more, and visit the website often for updates!

## Planning Team Hosted Webinar 29 September 2020

The planning team hosted a webinar from 9am-10am on 29 September 2020 to wrap up step 3 of the planning process and initiate step 4 - the development of prioritized strategies to address the key issues identified by Partnership stakeholders. A total of 64 people attended the webinar, which was recorded, and is available for viewing at <https://www.midcoastwaterpartners.com/webinars-online-meetings>. The Integrated Water Management Plan Development Team shared the process it will be using to develop a balanced water plan for the Mid-Coast and described the 18 key issues developed by the work groups. They also shared the timeline for the process moving forward:

(continued on next page)



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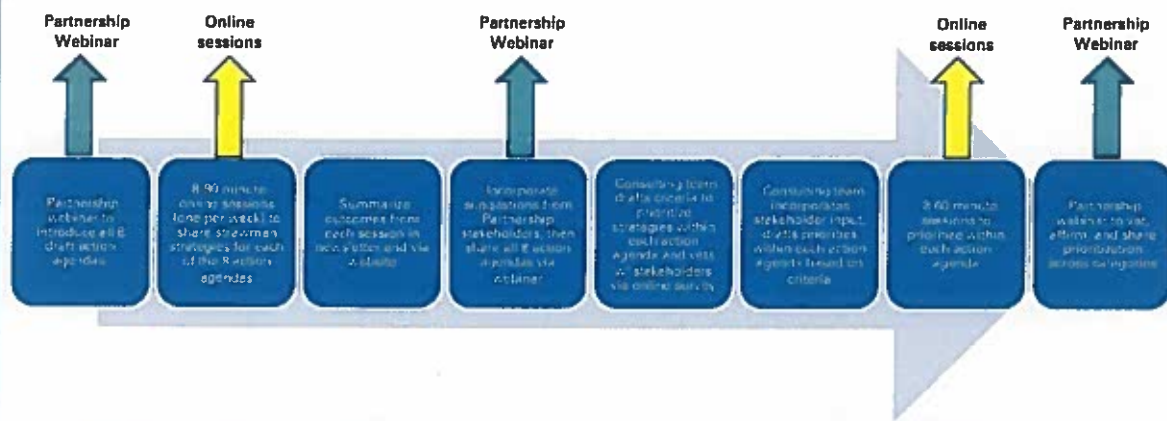
During October and November, the planning team will be reviewing all documents, information, reports, and datasets produced to date, and drafting a plan strawman consisting of 8 action agendas (one agenda to address each theme associated with the 18 key issues identified during step 3 of the planning process). The team will then work with the Coordinating Committee to review and refine the eight action agendas.

The planning team will host a webinar in early January to share the results of these efforts and introduce the strawman document. A series of eight (8) 90-minute online sessions (one per week) will be hosted by the planning team to discuss, in detail, each of the eight action agendas:

- Water Conservation
- Natural Hazards, Vulnerabilities, and Emergency Preparedness
- Climate Change Impacts
- Local Capacity and Regional Collaboration
- Water Quantity for Instream and Out-of-Stream Uses
- Watershed Health
- Water Quality for Instream and Out-of-Stream Uses
- Infrastructure

The team will summarize the outcomes of these discussions on the website and in the monthly newsletter. After all 8 online sessions have concluded, the planning team will host a partnership webinar to summarize each action agenda. The team will then draft criteria that will be used to prioritize strategies within each action agenda, and vet those criteria with stakeholders via a survey. After incorporating stakeholder input, the team will use the criteria to draft priorities within each action agenda, then host online sessions to work with stakeholders to vet and affirm priorities. A Partnership webinar will be hosted to share the outcomes and discuss prioritization across strategies. The team will then chart the course for tackling other water-related issues in the region.

## Action Agenda Development- Jan/Feb 2021



### COMING IN OCTOBER . . .



- Begin developing strawman action agendas for each of the eight issue themes
- Meet and request relevant agency datasets to inform strategy development.
- Load additional datasets into Mid-Coast Water Planning Map Viewer beta version.
- Build Oregon Explorer Mid-Coast Water landing page mock-up.
- Vet logo ideas for Cape to Cape with partnership stakeholders via an online survey.

# MCWPP 18 Issues/8 Categories

## Water Conservation

- The Mid-Coast needs a coordinated water conservation initiative/strategy that focuses on reducing water use, educating stakeholders, promoting incentives, and effectively using limited water supplies, especially in times of water shortage.
- Rural residents and businesses need improved access to information, incentives, funding, and resources to help them implement water conservation measures.

## Natural Hazards, Vulnerabilities, and Emergency Preparedness

- The majority of water providers need redundancy, water system interconnections, and alternative sources to ensure access to safe drinking water in case of emergencies or shortages.

## Climate Change Impacts

- Climate change is having profound impacts on the ecosystem, which affects the health and well-being of coastal communities. Although we may not fully understand nor be able to accurately predict climate change effects, we can and should proactively adapt to climate change impacts at a regional scale.

## Local Capacity and Regional Collaboration

- Mid-Coast water providers share the need for system resilience and reliable source water quantity and quality. Regular coordination and collaboration among water providers can improve access to resources and funding to support this need.

## Water Quality for

### Instream and Out-of-Stream Uses

- Multiple river and stream segments consistently do not meet Oregon and federal water quality standards: high temperature and low dissolved oxygen threaten fish, and elevated turbidity affects the ability to treat and use water.
- Low stream flow and high temperatures in the summer months, and high turbidity due to winter storms, pose challenges for drinking water suppliers to meet state and federal regulations to provide safe drinking water.
- Self-supplied rural residents are increasingly concerned about drinking water quality and need adequate and timely data to determine regional, local, or site-specific water quality contamination issues that may pose a health risk.

## Water Quantity for

### Instream and Out-of-Stream Uses

- Summer streamflows are insufficient in some areas of the Mid-Coast to meet the instream water needs of fish and wildlife. Low streamflows contribute to water quality impairments (e.g., high temperatures) that negatively affect fish and wildlife.

- Many streams in the Mid-Coast lack: 1) legal protections (e.g., instream water rights) to protect streamflows for the full range of ecological flows, and 2) streamflow targets to guide instream flow restoration efforts where there are already significant out-of-stream uses.
- Some municipal and special district water providers are currently facing water shortages late in the summer and during dry years.
- Rural residents and landowners, agricultural irrigators, and industrial water users currently experience chronic seasonal water scarcity due to limited water availability.
- Some watershed systems, such as the Siletz, have insufficient water to meet the needs of all uses (both instream and out-of-stream) leading to ecological impacts on the rivers, insecurity for water users, and the potential for conflict.

## Watershed Health

- Opportunities exist in the Mid-Coast for enhancing beaver habitat and management to improve water storage, stream health, and support the recovery of key native fish species.
- Degraded riparian areas throughout the Mid-Coast negatively affect water quality, wildlife habitat, and overall watershed health. Opportunities exist to improve these areas.

## Infrastructure

- The degradation of aging water infrastructure used to divert, store, treat, and convey water can lead to water loss and water quality issues, and poses a threat to the health and safety of communities.
- Infrastructure to manage water for self-supplied uses (rural residences and agricultural operations) is oftentimes undocumented, old, inefficient, and fails to meet current construction and quality standards, which negatively affects water security and source water quality throughout the region.
- Multiple sources of funding are needed to address current and legacy infrastructure issues and to design and build resilient infrastructure that can withstand natural hazards and help communities adapt to climate change.

Thank you to the  
MCWPP Work  
Group members for  
their great work  
articulating key  
water issues on  
behalf of  
partnership  
stakeholders.



**Seal Rock Water District  
Performance Evaluation  
General Manager**

PURPOSE

The purpose of the employee performance evaluation and development report is to increase communication between the District Commissioners and the General Manager concerning the performance of the General Manager in the accomplishment of his/her assigned duties and responsibilities, and the establishment of specific work-related goals and objectives.

PROCESS

1. The Board Chair distributes evaluation forms to all Commissioners.
2. Each Commissioner completes the form, signs, dates, and returns a copy to the Chair.
3. In addition, criterion 3 will be provided to all SRWD Managers for direct input to the Commissioners. Each form will be completed, sealed and returned to the Board Chair.
4. The Chair and Treasurer tabulate the results of the evaluation forms.
5. The District Board of Commissioners meets with the General Manager in executive session to review the evaluation, unless the General Manager requests an open hearing.

INSTRUCTIONS

Review the employee’s work performance for the entire period; try to refrain from basing judgment on recent events or isolated incidents only. Disregard your general impression of the employee and concentrate on one factor at a time.

Evaluate the employee on the basis of standards you expect to be met for the job considering the length of time in the job. Check (✓) the number, which most accurately reflects the level of performance for the factor appraised using the rating scale described below. If you did not have an opportunity to observe a factor during this evaluation period, please indicate so in the “N/O” (Not Observed) column next to the factor. Rankings of 2 or below or above 4 must be provided with specific supporting evidence.

**Performance Evaluation**  
**Adam Denlinger**  
**General Manager**

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

**RATING SCALE DEFINITIONS (1-5)**

**(1) Unsatisfactory:** The employee's work performance is inadequate and definitely inferior to the standards of performance required for the job. Performance at this level cannot be allowed to continue.

**(2) Improvement Needed:** The employee's work performance does not consistently meet the standards of the position. Serious effort is needed to improve performance.

**(3) Meets Job Standard:** The employee's work performance consistently meets the standards of the position.

**(4) Exceeds Job Standard:** The employee's work performance is frequently or consistently above the level of a satisfactory employee, but has not achieved an overall level of outstanding performance.

**(5) Outstanding:** The employee's work performance is consistently excellent when compared to the standards of the job.

**Performance Evaluation and Achievements**

<b>1. <u>Commissioner Relationships</u></b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>	<b><u>N/O</u></b>
A. Effectively implements policies and programs approved by the Board.	_____	_____	_____	_____	_____	_____
B. Reporting to the Board is timely, clear, concise and thorough.	_____	_____	_____	_____	_____	_____
C. Accepts direction/instructions in a positive manner.	_____	_____	_____	_____	_____	_____
D. Effectively aids the Board in establishing long-range goals.	_____	_____	_____	_____	_____	_____
E. Keeps the Board informed of current plans and activities of administration and new developments in technology, legislation, governmental practices and regulations, etc.	_____	_____	_____	_____	_____	_____

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Public Relations**

1   2   3   4   5   N/O

A. Projects a positive public image.

\_\_\_\_\_

B. Is courteous to the public at all times.

\_\_\_\_\_

C. Maintains effective relations with media representatives.

\_\_\_\_\_

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. Employee Relations**

1   2   3   4   5   N/O

A. Works well with other employees.

\_\_\_\_\_

B. Seeks to develop skills and abilities of employees.

\_\_\_\_\_

C. Motivates others toward the accomplishment of goals and objectives.

\_\_\_\_\_

D. Delegates appropriate responsibilities.

\_\_\_\_\_

E. Effectively evaluates performance of employees.

\_\_\_\_\_

F. Uses effective supervisory skills.

\_\_\_\_\_

G. Recruits and hires qualified and effective staff.

\_\_\_\_\_

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. Fiscal Management**

1   2   3   4   5   N/O

A. Prepares realistic annual budget.

\_\_\_\_\_

B. Achieves efficiency, economy and effectiveness in all programs.

\_\_\_\_\_

C. Controls expenditures in accordance with approved budget.

\_\_\_\_\_

D. Keeps Board informed about revenues and expenditures, actual and projected.

\_\_\_\_\_

E. Ensures that the budget addresses the Board's goals and objectives.

\_\_\_\_\_

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. **Communication**

1   2   3   4   5   N/O

A. Oral communication is clear, concise and articulate.

\_\_\_\_\_

B. Written communications are clear, concise and accurate.

\_\_\_\_\_

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. **Intergovernmental Affairs**

1   2   3   4   5   N/O

A. Maintains effective communication with local, regional, state and federal government agencies.

\_\_\_\_\_

B. Financial resources (grants) from other agencies are pursued.

\_\_\_\_\_

C. Contributes to good government through regular participation in local, regional and state committees and organizations.

\_\_\_\_\_

D. Lobbies effectively with legislators and state agencies regarding District programs and projects.

\_\_\_\_\_

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. **Decision Making**

1   2   3   4   5   N/O

A. Attempts to obtain all available facts prior to making a decision.

\_\_\_\_\_



- B. Is objective in decision-making. \_\_\_\_\_
- C. Considers possible alternatives and their consequences before making decision. \_\_\_\_\_
- D. Makes decisions on a timely basis. \_\_\_\_\_

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

8. <b><u>Other</u></b>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>N/O</u>
A. Seeks to promote intergovernmental cooperation.	_____	_____	_____	_____	_____	_____
B. Effectively responds to local politics, customs and interests.	_____	_____	_____	_____	_____	_____
C. Seeks to understand and respond to community needs.	_____	_____	_____	_____	_____	_____

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Achievements relative to objectives for this evaluation period:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Summary Rating**

Overall Performance Rating – Considering the results obtained against established performance standards as well as overall job performance, the following rating is provided:

Unsatisfactory \_\_\_ Improvement Needed \_\_\_ Meets Job Standards \_\_\_ Exceeds Job Standards \_\_\_ Outstanding \_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Future Goals and Objectives**

Specific goals and objectives to be achieved in the next evaluation period: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This evaluation has been reviewed and discussed between the Board and the General Manager on:

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

**SRWD Commissioners:**

**Concurrence**

Rob Mills, Board Chair	YES / NO
Sandra Mies-Grantham, Secretary	YES / NO
Deanna Gravelle, Treasurer	YES / NO
Glen Morris, Commissioner	YES / NO
Karen Otta, Commissioner	YES / NO

\_\_\_\_\_  
General Manager Signature

\_\_\_\_\_  
Next Evaluation Date

**Seal Rock Water District  
General Manager - Activity List  
October 2020**

#	Project	Activity	Priority	Schedule
1	SRWD Phase-3 Improvements Awarded November 2015 In Progress Substernal Completion Achieved in 2016. AMI Project 2018. Staff is working with USDA-RD to close out remaining grant funds with additional AMI improvements to the North end of the system. Expected completion 2021.	Environmental Report approvals Joint DSL, US-Corp of Engineers permit, Replaced PRV's in Bayshore and Sand Piper	High	USDA Funded project. Project tracking and ongoing reporting. Interim Financing oversight. Phase-3 design specification development and review.
2	Source Water Project Development Study Completed March 2015 Water Rights Permit Completed August 2016. PER/ER completed 2017. Final design completed June 2019. US-Army Corp of Engineer, DSL permit complete September 2019. Project awarded April 2020 expected completion September 2021.	Ongoing engagement with State and Federal agencies. 3 to 5-year project.	High	Provides general direction to the technical working group. Coordinate various meetings with State, Federal and special interest, and funding groups. Hosted project update with OWRD September 2018
3	Rules and Regulations Update Ongoing – draft completed January 2019 and in review.	Periodic review, updates and certification by Commissioners	High	Research develop improvements to the District R&R to provide greater clarification.
4	Bidding Rules and Expectations Adopt Purchasing Procedures Ongoing	Periodic review, updates and certification by Commissioners	High	Research develop process for implementing purchasing approvals and oversight procedures
5	Annual Budget Process	Budget Planning Process Budget Preparation.	High	Ongoing activities to ensure that the District's budget annual budget process is followed to comply with all Oregon State Revenue Requirements January through June Annually
6	Phase-IV source water funding application through USDA-RD Sub-grant funding application for this project approved in the amount of \$1.8M approved in April 2020	Completed application through RD-Apply online May 23, 2017 – Sub Grant funding approved April 2020	Ongoing	Application is being considered for funding through USDA-RD with expectation of receiving a Letter of Conditions immediately following consultation with NMFS/NOAA.
7	COVID -19 response March 2020	Staff development and Implement district COVID- 19 safety restrictions.	Ongoing	Comply with Governor's Executive Orders to provide social distancing and PPE's to employees.

8	Represent SRWD on the Mid-Coast Integrated Water Resources Planning Technical Working group. Serving in the capacity as co-convenor and lead agency for the Mid Coast Water Planning Partnership.	Key partners in this planning effort include the City of Newport and the Oregon Water Resources Department as co-conveners, and a variety of stakeholders within the watersheds including local municipalities, water districts, tribes, state and federal agencies, non-profit and other environmental organizations, industrial water purveyors, and private interest groups.	Ongoing	Engage a diverse set of stakeholders within the Mid-Coast Basin in an effort to better understand and characterize water resources within the study area. Collaboratively identify the current and future in-stream and out-of-stream water supply needs and demands. Collaboratively develop and prioritize options to respond to identified imbalances; and Develop an integrated water resources plan that will inform long-term planning and support regional strategies for addressing watershed challenges in the Mid-Coast Basin. Attended several afterhours meetings throughout the Mid-Coast region in 2019
9	Full management responsibility for all District operations. Plan direct, manage, and oversee the activities and operations of the District including Finance, Human Resources, Operations and Public Affairs.	Ongoing	Daily	Daily activity
10	Provide general direction to the design, construction, operation and maintenance of District facilities; Directs treatment, storage and distribution services and activities. And administrative activities including personnel, purchasing, complex maintenance, And customer service activities.	Ongoing	Daily	Daily activity
11	Plans, directs and coordinates the work plan for the District; assigns projects and programmatic areas of responsibility; review and evaluates work methods and procedures; ensures the district is being operated in compliance with applicable regulations and laws, that the district's needs are being assessed, and that improvements are being developed and implemented as necessary.	Ongoing	Daily	Daily activity
12	Assesses and monitors workload, administrative support systems	Ongoing	Daily	Daily activity

	and internal reporting relationships, identifies opportunities for improvement.			
13	Responsible for establishing and maintaining favorable contacts with local city, county, state and federal applicable agencies in the development of short and long-term goals and objectives which insure District customers have a continued adequate supply of potable water.	Ongoing	Daily	Daily activity
14	Negotiates a variety of contracts and agreements on the District's behalf in areas including but not limited to, labor relations, development reimbursements, interagency relationships and professional provisions.	Ongoing	Daily	Daily activity
15	<b>Professional Development/Community Engagement</b>			
	Attended the SDAO Water Committee meeting			January 2019
16	Attended SDAO Annual Conference in February 2016	Annually		February 2020
17	Attended joint SDAO/SDIS annual Meeting	Annually		November 2020
18	Attended OHA Rule Making update	Annually		February 2020
19	Attended OAWU Management Conference.	Annually		March 2020
20	Presented at the Oregon Coastal Caucus Economic Summit	Complete		August 2019
21	Represent member districts as a board director of SDAO.	Ongoing		Reappointed July 2020
22	Provided public testimony at the state capital at the request of OWRD and Business Oregon regarding state budget requests for rural communities.	Ongoing		April 2020
23	Presented at the Western Governors Annual Conference	When Available		March 2020
24	Hosted the Mid Coast Water Planning Partnership Meetings	When Available		February 2020
25	Presented at the Oregon Water & Wastewater Finance Summit	Annually		October 2019
26	Source water Project presentation	Communities and HOA's		Makai Community February 2020

27	Participated in SDAO Legislative Committee meeting	When Available		Ongoing 2020
28	Attended OWRD learning Session	When Available		September 2020
29	Coordinated with regional water master and neighboring municipalities to issue stage-2 water curtailment notice	When Available		August 2019
30	Attended the Oregon Water Utility Council Meetings	When Available		Ongoing 2020



	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
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General Manager Responsibilities

SRWD Customers

SRWD Board of Commissioners

General Manager

Administration  
4 FTE + contract

Field Operations  
5 FTE

	Finance	Legal Support	Support Staff	Commissioner Support	Engineering	Business Relations	Human Resources	Resource Mgmt.	Risk Mgmt.	CIP	Property Maint	Vehicle Maint	Roads	Water Treatment and Distribution	Stormwater
Budget Preparation	Accounts Payable	Forecasting	Receivable	Accounts Payable	Investments	Audit	Payroll	Customer Service	Strategic Planning	Fixed Asset Maint.	Inventory	Supplies	Ledger	Debt Mgmt.	Debt Service
Contract Development and review	Water Rights Permitting	SDC's Review	Interagency Agreements	Boundary Issues	Ordinance Review	Applications/Permits	Web Page	Archives	IT Support	Newsletter	Inventory Control Files	Grant Files	Elections	Ordinances	Resolutions
Art and Schedules	Public e-mail	Record Requests	Formatting forms	Handbooks	Service Applications/Permits	Web Page	Archives	IT Support	Newsletter	Inventory Control Files	Grant Files	Elections	Ordinances	Resolutions	Budget Document
Commissioners Meeting Attendance	Agendas	Packets	Minutes	Appointments & Schedules	Permits	Web Page	Archives	IT Support	Newsletter	Inventory Control Files	Grant Files	Elections	Ordinances	Resolutions	Budget Document
Mapping and Address	Land Use Permits	Develop. Permits	Zoning and Develop.	Long-Range Planning	Phase-4 Improvements	Web Information	Community Liaison	Chic Events	Area HOA's	SRFD	SDAO/SDIS				
Funding agents	RD-USDA	IFA	Economic Development	Web Information	Community Liaison	Chic Events	Area HOA's	SRFD	SDAO/SDIS						
Employee Neg	Benefits	Hire/Fire	Personal Rules	Records Employee Health	Insurance	Employee Orientation	MC-WFP	SDAO Board Member							
City of Toledo	City of Newport	Lincoln Co	Interagency Relations	Information Technology	Franchises	Vehicle Inventory	MC-WFP	SDAO Board Member							
Insurance	BRWD Policy	OSHA Compliance	Employee Safety Program	Records Employee Health	Insurance	Employee Orientation	MC-WFP	SDAO Board Member							
Master Planning	Supervision	Improvements	Facility Planning	Engineering	Permits	Safety Strategic Planning									
Buildings	Pump Stations	Grounds	Emergency Response	Trails	Landscaping										
Emergency Response	Emergency Response	Emergency Response	Emergency Response	Emergency Response	Emergency Response	Emergency Response	Emergency Response	Emergency Response	Emergency Response	Emergency Response	Emergency Response	Emergency Response	Emergency Response	Emergency Response	Emergency Response
Water Rights	System Maint	Treatment Plant	Operation Procedures	Emergency Response	Emergency Response	Emergency Response	Emergency Response	Emergency Response	Emergency Response	Emergency Response	Emergency Response	Emergency Response	Emergency Response	Emergency Response	Emergency Response
Water Treatment and Distribution	Stormwater														