

SEAL ROCK WATER DISTRICT
Regular Board Meeting
Thursday, April 9, 2020 @ 4:00 pm
Public Meeting by Conference Call only:
Dial-in No. (605) 472-5499
Access Code. 456300

1. **Call Regular Meeting to Order:**

2. **Announcements/Visitor Public Comments:**

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

3. **Consent Calendar:**

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

- | | |
|---------------------------------------|--------------------------|
| • Invoice List | March 2020 to April 2020 |
| • Board Meeting Minutes | March 12, 2020 |
| • Financial Report / Approve Invoices | March 2020 to April 2020 |
| • General Manager's Monthly Report | March 2020 to April 2020 |

4. **Decision Items:**

- Consider authorizing SRWD to serve as the lead agency for the Mid-Coast Water Planning Partnership.
Presented by: Adam Denlinger, General Manager
Harmony Burrigh, OWRD Planning Coordinator
Alexandria Scott, Mid-Coast Water Planning Coordinator

- Consider amending the FY 2020 - 2021 Budget Calendar.
Presented by: Adam Denlinger, General Manager

5. **Discussion and Information Items:**

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

- Consider a rate adjustment for FY 2020 – 2021.
Presented by: Adam Denlinger, General Manager

6. **Reports, Comments and Correspondence:**

- SRWD Budget Committee Meeting **May 21, 2020 @ 6:00 pm**, public meeting by conference call.

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

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

8. **Adjournment: Next Meeting: May 14, 2020 @ 4:00 p.m.** Regular Board Meeting or establish date.

ORIGINAL

Report Criteria:

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

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
01-1310				
CHRISTINE SANDERS	031320	Refund Overpayment Final Bill	03/13/2020	18.45
Total 01-1310:				18.45
01-1351				
NINA GYDE	031920	Refund Dev. Reimb. Line Ext/Bo	03/19/2020	389.44
Total 01-1351:				389.44
01-5063				
BRENDI HARGROVE	033120	Quarterly Mileage Reimbursement (Jan-Mar 2020)	03/31/2020	23.75
JOCELYN KING	033120	Quarterly Mileage (Jan-Mar 2020)	03/31/2020	157.44
Total 01-5063:				181.19
01-5271				
CHARTER COMMUNICATIONS	007859703192	Internet (Office)	03/19/2020	114.98
Total 01-5271:				114.98
01-5272				
AT&T MOBILITY	033020	Wireless	03/30/2020	269.35
Total 01-5272:				269.35
01-5290				
STAPLES BUSINESS ADVANTA	8057936445	Dell XKP2P Black Toner Cartridge, Standard	03/21/2020	28.39
STAPLES BUSINESS ADVANTA	8057936445	Pilot G2 Retractable Gel Pens, Fine Point, Black Ink, Dozen	03/21/2020	10.99
STAPLES BUSINESS ADVANTA	8057936445	Pilot G2 Gel-Ink Pen Refill, Fine Tip, Black 2 pack	03/21/2020	5.01
STAPLES BUSINESS ADVANTA	8057936445	Staples 50% Recycled 8.5" x 11" Multipurpose Paper, 24 lbs., 96 Brightness, 500/r	03/21/2020	61.48
STAPLES BUSINESS ADVANTA	8057936445	Tombow MONO Original Correction Tape, White, 2/Pack	03/21/2020	7.28
STAPLES BUSINESS ADVANTA	8057936445	Simply Economy 1" 3-Ring View Binder, White	03/21/2020	12.18
STAPLES BUSINESS ADVANTA	8057936445	TRU RED 8.5" x 11" Copy Paper, 20lbs, 92 Brightness, 5000/Carton	03/21/2020	41.53
STAPLES BUSINESS ADVANTA	8057936445	TRU RED 8.5" x 11" Copy Paper, 20lbs, 92 Brightness, 5000/Carton	03/21/2020	63.06
STAPLES BUSINESS ADVANTA	8057936445	Falcon Dust-Off Air Dusters, 7 oz, 2/Pack	03/21/2020	15.22
Total 01-5290:				265.14
01-5291				
US POSTAL SERVICE - WALDP	032020	Bulk Mailing	03/20/2020	883.92
Total 01-5291:				883.92
01-5310				
OREGON ASSOC. WATER UTILI	28557	Membership Renewal 2020-21 (2599 hookups)	03/01/2020	1,087.62
TCB SECURITY SERVICES INC.	229154	Answering/Dispatch Services Monthly Fee	03/30/2020	40.00
TCB SECURITY SERVICES INC.	229154	Level One Per Call Price	03/30/2020	1.10
Total 01-5310:				1,128.72
01-5600				
FASTENAL COMPANY	ORNEW13960	0 ic wb caution blue 17oz	03/02/2020	6.55

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
NEWPORT ACE HARDWARE &	022920	cm socket 11pice 1/4dr sae	02/29/2020	9.99
NEWPORT ACE HARDWARE &	022920	cm socket 11pice 3/8dr sae	02/29/2020	9.99
NEWPORT ACE HARDWARE &	022920	2in1 push broom	02/29/2020	47.98
NEWPORT ACE HARDWARE &	022920	angle grinder 4.5" 20v bt	02/29/2020	99.99
NEWPORT ACE HARDWARE &	022920	drill/driver compact 20v	02/29/2020	99.99
NEWPORT ACE HARDWARE &	022920	ace shady north seed 7#	02/29/2020	24.99
NEWPORT ACE HARDWARE &	022920	ace sun&shade north seed 7#	02/29/2020	24.99
Total 01-5600:				324.47
01-5610				
CENTRAL LINCOLN P.U.D.	032020	Utility Services	03/20/2020	2,626.35
Total 01-5610:				2,626.35
01-5630				
BSD ENTERPRISES LLC	031720	tcs lead service jerry U & Bridgette M	03/17/2020	665.00
BSD ENTERPRISES LLC	031720	flagger service Angel C	03/17/2020	408.00
BSD ENTERPRISES LLC	031720	truck charge	03/17/2020	90.00
BSD ENTERPRISES LLC	031720	equipment charges	03/17/2020	260.00
BSD ENTERPRISES LLC	031720	equipment charges cones	03/17/2020	120.00
COLUMBIA CONCRETE SAWIN	57512	asphalt cut 90' long, 15" depth	03/12/2020	1,100.00
Total 01-5630:				2,643.00
01-5631				
ALAN BROWN TIRE CENTER, IN	72500399850	LT 235/80r-17/10 120/117r openrange sqm3	03/17/2020	472.66
ALAN BROWN TIRE CENTER, IN	72500399850	WHEEL SPIN AND BALANCE	03/17/2020	32.60
ALAN BROWN TIRE CENTER, IN	72500399850	Tire Pressure Monitoring System Releam	03/17/2020	13.42
ALAN BROWN TIRE CENTER, IN	72500399985	LT 235/80r-17/10 120/117r openrange sqm3	03/18/2020	945.32
ALAN BROWN TIRE CENTER, IN	72500399985	WHEEL SPIN AND BALANCE	03/18/2020	65.20
ALAN BROWN TIRE CENTER, IN	72500399985	Tire Pressure Monitoring System Releam	03/18/2020	26.84
TOM BARR INC. TRUCK & TRAI	5872	syn tran oil	03/06/2020	330.00
TOM BARR INC. TRUCK & TRAI	5872	allison filter kit	03/06/2020	72.55
TOM BARR INC. TRUCK & TRAI	5872	gallon 15/40	03/06/2020	77.00
TOM BARR INC. TRUCK & TRAI	5872	bd 103 oil filter	03/06/2020	39.88
TOM BARR INC. TRUCK & TRAI	5872	sf 1293 sps fuel	03/06/2020	36.90
TOM BARR INC. TRUCK & TRAI	5872	bf 7232 fuel filter	03/06/2020	20.40
TOM BARR INC. TRUCK & TRAI	5872	hyd oil	03/06/2020	10.00
TOM BARR INC. TRUCK & TRAI	5872	labor	03/06/2020	450.00
Total 01-5631:				2,592.77
01-5633				
AGGREGATE RESOURCE CRU	24753	1 1/2-0	03/15/2020	1,123.51
AGGREGATE RESOURCE CRU	24753	1-0	03/15/2020	243.95
Total 01-5633:				1,367.46
01-5634				
ANALYTICAL LABORATORY GR	125689	Volatile Organic Compounds EPA 524.2	03/24/2020	252.00
Total 01-5634:				252.00
07-5730				
WAYNE JACOBSON CONSTRU	872423	Install Window in Front Office	03/14/2020	1,833.33

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total 07-5730:				1,833.33
Grand Totals:				14,890.57 ✓

Dated: March 30, 2020

General Manager: A. Nishi

Dated: _____

Treasurer: _____

Report Criteria:

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

SEAL ROCK WATER DISTRICT
MINUTES OF THE
Regular Board Meeting
March 12, 2020

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Call Regular Meeting to Order:

President Rob Mills called the regular board meeting to order at 4:04 p.m., Thursday, March 12, 2020.

Present:

Commissioner Rob Mills, President; Commissioner Deanna Gravelle, Treasurer; Commissioner Sandra Mies-Grantham, Secretary; Commissioner Glen Morris, Member; Commissioner Karen Otta, Member; Staff: Adam Denlinger, General Manager; Joy King, Office Manager; Jeff Hollen, Legal Counsel. See sign in sheet for public attendance.

Announcements/Public Comments:

Joy King, OM announced that the bank signature cards are ready to be signed by the commissioners and staff who are signers of the district's bank accounts. This is to update the bank's records removing John Garcia and adding Commissioner Deanna Gravelle who was appointed as a commissioner during the January 9, 2020 board meeting. Commissioner Karen Otta announced that she will not be able to attend the May 14, 2020 board meeting. Adam Denlinger, GM updated the board that a window is being installed to add natural light and a component of safety for the front desk. Resources for this improvement are coming from funds set aside for the building. President Rob Mills discussed the annual review of the employees' files by a board member as outlined in the District's Personnel Policy. He reviewed the employees' files last year and discussed the need to do the review this year. Commissioner Karen Otta is willing to do the annual employees' file review for this year.

Consent Calendar:

Items on the consent calendar are Invoice List for February/March 2020; February 13, 2020 minutes of the regular board meeting; February/March 2020 Financial Report; General Manager's Report. Commissioner Karen Otta motioned to approve the consent calendar. President Rob Mills recommended changing the wording on page 1, line 15 of the February 13, board meeting minutes from "voted out" to "replaced". Motion was seconded by Commissioner Glen Morris with the correction. Motion was passed unanimously.

Discussion and Information Items:

WHA Insurance: Joy King, OM introduced Mr. Steve Silva, a WHA Insurance Field Service Agent who did a presentation introducing the company, what their mission statement is, who they are, what their insurance services are, and how they work with their clients. He also submitted a letter asking to be considered as the district's insurance Agent of Record. WHA Insurance is interested in handling the District's insurance and risk management needs. WHA Insurance is a major supporter of SDAO/SDIS and provides insurance and risk management services for many Special Districts throughout the State of Oregon. The Board wanted to know if staff checked references by talking with other Special Districts who use WHA Insurance services. The GM who attended the SDAO conference in February reported that he did talk with other Special Districts regarding WHA services and he received positive comments. The OM also talked with SDAO/SDIS regarding WHA Insurance and the feedback is also positive. Commissioner Karen Otta motioned to approve WHA Insurance Steve Silva, Loss Control Field Service Agent as Seal Rock Water District Agent of Record. Commissioner Glenn Morris seconded the motion. Motion was passed unanimously. Mr. Steve Silva will email the forms to be signed by the GM tomorrow.

Source Water Project Update:

Staff continues working with representatives from USDA-RD, the District's finance consultant, and Bond Counsel in preparation for executing Phase-4 interim financing. On February 27th the district received 7-bids for the Beaver Creek Source Water project. Notice of Intent to Award was issued to all bidders on February 28th. The District crews removed the remaining trees from the Water Treatment Plant (WTP) site in Makai.

Interim Loan Financing:

Mr. David Ulbricht, SDAO Director of Advisory Services, through telephone conference, updated the board that he sent out RFPs to about 30 financial institutions and seven banks responded. The amount of interim financing is \$9,096,000. This amount includes \$2,547,000 Revenue Bond and \$6,549,000 General Obligation Bond. The seven responses to the RFP are in a summary format for the board's review (see attached). The best proposal is from BB&T Bank (Truist) from the east coast. Mr. Ulbricht recommended accepting their proposal. The district's Bond Counsel has worked with BB&T Bank before and they are comfortable with them. The board wants to know if BB&T Bank will adjust the rate now that the federal government has lowered the rate again. Mr. Ulbricht will ask the bank on Monday, during the teleconference with the SRWD staff, bond counsel, and bank officials, if the bank would adjust the rate.

63 According to the new USDA Program Director and National Office Rep, they are open to closing the \$2,547,000 revenue
64 bond sooner than later. They don't normally do this (normally they wait for substantial project completion), but the National
65 Office Rep is agreeable to close early, so the District can capture the new low interest rates that were recently released.
66 The District could save 1% in total payment if the revenue bond is closed before July 1. Could the interim loan be structured
67 in a way that we could do that? This is a question that needs to be discussed with BB&T Bank during the teleconference on
68 Monday.
69

70 **Decision Items:**

71 **Surplus Property:** Oregon Association of Water Utilities (OAWU) submitted a proposal to acquire the district's surplus
72 property, the 2008 Vermeer Trailer Mounted Vac Unit as a trade with leak evaluation and detection of all the district's
73 system using their leak detection equipment. The value of the Vac Unit is approximately \$4,000.00 and the value of a
74 system-wide leak Survey is estimated at \$9,000.00. Commissioner Glen Morris motioned to authorize the district to trade
75 the 2008 Vermeer Trailer Mounted Vac Unit as a trade with OAWU leak evaluation and detection of all the district's system
76 using their leak detection equipment. Commissioner Sandra Mies-Grantham seconded the motion. Motion passed
77 unanimously.
78

79 **FY 2018-19 Audit Report:**

80 Joy King, OM reported that the FY 2018-19 Audit Report has been completed with no negative comments and filed with the
81 State Audit Division on February 28, 2020, as the extension time. The audit report has also been filed with Municipal
82 Securities Rulemaking Board (MSRB) through Electronic Municipal Market Access (EMMA) Portal on March 11, 2020. This
83 is to comply with the district's Continuing Disclosure Agreement for the publicly offered Bonds. The Single Audit filing with
84 the Federal Clearing House was completed on March 10, 2020. The deadline for the Continuing Disclosure filing and the
85 Single Audit filing is March 30, 2020.
86 The board discussed the timing of the completion of the audit. It's two consecutive years that the District had to ask for an
87 extension in filing the audit report. District staff had done everything possible to complete the audit on time. Commissioner
88 Glen Morris motioned to accept and approve the FY 2018-19 Audit Report. Commissioner Karen Otta seconded the motion.
89 Motion carried unanimously.
90

91 **Notice of Award:**

92 During the day of the bid opening, the District received 7 sealed bids for the project. The base bid amounts were publicly
93 opened and read aloud immediately after 2:00 p.m. on February 27, 2020. All seven bidders were eligible to submit a bid for
94 the project by having attended the mandatory pre-bid meeting, which was held on January 23, 2020. The bid amounts are
95 listed from low to high. R&G Excavation, Inc. \$10,690,000, JW Fowler Co. \$11,903,000, Pacific Excavation, Inc.
96 \$11,990,000, Laskey Clifton Corp. \$13,127,351, K&E Excavating \$13,257,640, McClure & Sons, Inc. \$13,989,025, Emery &
97 Sons, Inc. \$14,957,449. The District intends to proceed with issuing a Notice of Award to R&G Excavating, Inc., after 7 days
98 if no protests are received. There is a shortfall of \$802,000 between the lowest bid which is \$10,690,000 and the engineer's
99 estimate which is \$9,888,000. The budget amount could be moved between contingency and Bond Counsel to cover the
00 shortfall. It was discussed why the engineers estimate is so much lower than the bid. The reason is because there are
01 additional conditions on the county permit regarding the bridge abatement, guard rail, also Lincoln County Public Works
02 Director wants CDF (controlled density fill) and aggregate base for the trenches, and there's need of a booster pump
03 station, and PRV on 123rd Street. Serving as the SRWD Contract Review Board, Commissioner Karen Otta motioned to
04 authorize the District to issue a Notice of Award for the Beaver Creek Source Water Project to R&G Excavation, Inc.
05 Commissioner Glen Morris seconded the motion. Motion was passed unanimously.
06

07 **Reports, Comments, and Correspondence:**

08 The GM will attend the Western Governors' Association Workshop in the Dalles on March 18 through the 20th.
09 Budget Committee Meeting is on April 16, 2020, at 6:00 pm.
10 A flyer insert regarding the Beaver Creek Source Water Project will be mailed to the customers as an outreach informing
11 them of the project.
12

13 **Executive Session:**

14 President Rob Mills recessed the regular meeting at 6:05 p.m. to go into an Executive Session, pursuant to ORS
15 192.660(2)(h); To consult with legal counsel concerning the legal rights and duties of a public body with regards to current
16 litigation or litigation likely to be filed. Representatives of the news media and designated staff shall be allowed to attend the
17 executive session. All other members of the audience are asked to leave the room. Representatives of the news media are
18 specifically directed not to report on any of the deliberations. No final decisions shall be made in Executive Session.
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Reconvene Regular Meeting:

President Rob Mills adjourned the executive session and reconvened the regular meeting at 6:30 p.m.

Adjournment: Commissioner Sandra Mies-Grantham motioned to adjourn the meeting. President Rob Mills adjourned the meeting at 6:35 p.m.

Next Board Meeting: April 9, 2020, 4:00 p.m. Regular Meeting. April 16, 2020, 6:00 p.m. Budget Committee Meeting.

Approved by Secretary

Date:

DRAFT

Date: 4/1/2020

Monthly Statistics		Comments				
Total customers	2599	Includes new connection Less Abandoned / Forfeited meter plus 3 SRWD meters (shop X 2 & office) plus 1 Hydrant meter				
New connections	3					
Reinstalls	0					
Abandonments / Forfeitures / Meter Removed	0					
Financial Report		Checking/MM	LGIP/PFMMA	Fund Balances	Comments	
General	\$196,107.89	\$17,285.53	\$213,393.42			
Bond	\$766,843.51	\$0.00	\$766,843.51			
Capital Projects	\$121,182.85	\$477,855.61	\$599,038.46		\$2,691,821.79 G.O. Bond Proceeds;	
Revenue Bond	\$2,718.08	\$36,762.92	\$39,481.00			
Rural Development Reserve	\$0.00	\$58,060.71	\$58,060.71			
Dist. Office/Shop Reserve	\$3,611.95	\$134,182.30	\$137,794.25			
Depreciation Reserve	\$0.00	\$214,555.97	\$214,555.97			
SDC (formerly SIP)	\$0.00	\$461,914.89	\$461,914.89		\$1,003,191.00 SDC collections thru 3/31/2020	
Water Source Improvement Rsrv	\$0.00	\$887,016.70	\$887,016.70			
TOTALS	\$1,090,464.28	\$2,287,634.63	\$3,378,098.91			
General Fund Review		Current	FYTD	Budgeted Amount	Comments	
Revenue	\$149,204.34	1,521,466.78	\$2,479,200.00			
Expenses	\$140,863.69	1,405,486.65	\$2,479,200.00		Contingency \$100,000; Transfers \$448,570; Total expenses budgeted \$1,930,630	
Net Gain or (Loss) from Operations	\$8,340.65	\$115,980.13				
Water Sales Revenue Comparison		Month	FYTD	Comments		
Projected Water Sales	\$129,020	\$1,323,039		Leak Adjustments & Billings Adjustments (YTD = July - June)		
Actual + In Lieu of Water Sales Less H2O CR	\$137,768	\$1,374,850		Less: Billing Adj YTD \$669.88; Leak Adj YTD \$33.05		
Over or (Under)	\$8,748.31	\$51,810.24		TOTAL YTD ADJUSTMENTS \$701.77		
Gallage Comparison		Current	Prior Year	Cost Comparison	Current	Prior Year
Gallons Purchased	8,298,000	6,178,000	Toledo Charges	\$30,453.65	\$20,016.70	
Gallons Sold (includes accountable loss)	6,246,040	6,088,886	SRWD Sales	\$132,768.39	\$129,023.55	
Variance %	24.73%	1.44%	Ratio: Sales/Cost	4.36	6.45	
Accountable Water Loss (gallons)	525,160		City of Newport Intertie Usage		0	
Approval To Pay Bills	Payroll 3/13/2020 \$21,117.91		Payroll 3/27/2020 \$24,548.78			
Month of:	March	(after meetings)	April			
	GF A/P	\$14,890.57	GF A/P	\$46,664.67	up to 4/3/2020	
	CPF A/P	\$0.00	CPF A/P	\$0.00		
	City of Toledo	\$0.00	City of Toledo	\$0.00		
	Bond Fund	\$0.00	Bond / Rev Bond Fund	\$0.00		
	Depreciation Rsv	\$0.00	Depreciation Rsv	\$0.00		
	AMI Project-Phase 3	\$0.00	AMI Project-Phase 3	\$0.00		
	Master Plan - Phase 3	\$0.00	Master Plan - Phase 3	\$0.00		
	MP - Phase 4 (IFA)	\$0.00	MP - Phase 4 (IFA)	\$0.00		
	Prelim. MP- Phase 4(USD/	\$0.00	Prelim. MP- Phase 4(USDA)	\$2,135.50		
	SDC Fund	\$0.00	SDC Fund	\$0.00		
	SRWD Funded	\$0.00	SRWD Funded	\$0.00		
Monthly Accrual Statistics		Beg. Balance	Accrued	Used/Paid	Balance	
	2/29/2020				3/31/2020	
Office Overtime Hours (2-01)	0.00	0.00	0.00	0.00		
Field Overtime Hours (2-02)	0.00	7.00	7.00	0.00		
PTO (3-01)	2594.37	121.86	93.00	2623.23		
Comp Time (9-01 / 9-02)	145.77	28.50	20.00	154.27		



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

Seal Rock Water District

General Manager's Report:
 Board Meeting April 9, 2020

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

PHASE-4 SOURCE WATER PROJECT:

District staff continues working with engineers, consultants, and representatives from USDA-RD to satisfy final requirements of the USDA Letter of Conditions before receiving a letter of approval from USDA-RD to issue a notice to proceed to the contractor. District staff along with engineers continue to work with representatives from USDA-RD, and bond counsel to satisfy compliance for approving interim financing. The district is reviewing signed contract documents in preparation for signature by the district. Phase-4 improvements project continues to move forward with several critical path tasks currently in progress:

- Staff continues working with representatives from USDA-RD, the District's finance consultant, and Bond Counsel in preparation for closing Phase-4 interim financing scheduled for April 10, 2020.
- Signed Contract documents were received from the contractor on March 27, 2020.
- Once authorization from USDA-RD is approved the district can issue the notice to proceed to the contractor.

COVID-19 DISTRICT RESPONSE:

Oregon Governor, Kate Brown, issued Executive Order No. 20-05 On March 12, 2020 prohibiting large gatherings due to coronavirus (COVID-19). The order prohibits large social gatherings of 250 people or more across the state. Governor Brown has ordered the implementation of social distancing measures recommending the cancellation of events hosting more than 10 persons in high-risk populations. High-risk populations include older adults and those with underlying health conditions, as well as individuals without stable housing. On March 18, 2020 Lincoln County Commissioners adopted a resolution declaring a State of Emergency for Lincoln County. We are encouraging everyone to follow the CDC recommendations on social distancing by avoiding public spaces and limiting personal contact in the community. The Governor's office later extended the EO to the end of April. Seal Rock Water District will follow Governor Brown's direction and Oregon Health Authority's guidance and for the protection of customers and district employees will implement measures that include:

- All non-essential meetings of 10-persons or more in district buildings are canceled for 30 days or until further notice.
- To protect staff and the public SRWD will limit attendance to regularly scheduled Board meetings and Budget meetings to 10-persons and open a phone-in (conference line) option for those customers and attendees that wish to participate in the meetings.
- 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 germs.
- The District will reduce access to the office to appointment only effective March 19th until further notice.

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

Adam Denlinger, General Manager

adenlinger@srwd.org

www.srwd.org

- Customers are encouraged to pay their bill online at 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 your payment to our PO Box.
- Enroll in the My Water Usage Customer Portal at biy.ly/mywaterusage. Be sure to enter your service address exactly as it appears on your bill – example: 1037 NW GREBE ST (all caps and do not spell out street and no punctuation.)
- Temporary immediate suspension of delinquent turn-offs through the April billing cycle. This action will be reevaluated before the May billing cycle. Late fees will continue to be assessed for late payments.
- Please call us at 541.563.3529 or email us at info@srwd.org if you have any questions.

Implementing these measures will 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. We look forward to everyone staying healthy and getting back to normal as soon as possible.

OTHER NOTABLE ACTIVITIES FOR THE MONTH INCLUDE:

- Reviewed Easement and access agreements related to Phase-4 improvements.
- Attended the virtual Western Governors Association March 18th and 19th.
- Attended meetings with bond counsel and USDA-RD representative to discuss interim financing.
- Attended on-site Beaver Creek water quality field data collection.
- Worked with general counsel regarding easement agreements.
- Provided input to SDAO Legislative Committee regarding a joint letter to Members of the Joint Special Committee on Coronavirus at the state capital.
- Met with representative from OWRD to discuss transition of the Mid-Coast Water Planning Partnership.

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

Adam Denlinger, General Manager

adenlinger@srwd.org

www.srwd.org



Seal Rock Water District

DATE ACTION REQUESTED: April 9, 2020					
Ordinance	Resolution	Motion	X	Information	
Date Prepared: March 31, 2020			Dept.: Administration		
SUBJECT: Mid-Coast Water Planning Partnership			Contact Person for this Item: Adam Denlinger, General Manager adenlinger@srwd.org. 541-563-4447		

RECOMMENDED BOARD ACTION:

Consider authorizing SRWD to serve as the lead agency of the Mid-Coast Water Planning Partnership (MC-WPP) and receive Grant Funding through Oregon Water Resources Department (OWRD) in the amount of \$150,000 for funding the planning process.

FINANCIAL IMPACTS:

The Legislature allocated additional funding in 2019 to support place-based planning, including funding for the MC-WPP effort. The Department can provide a grant up to \$150,000 to support the Mid-Coast effort once a new fiscal agent is secured.

BACKGROUND:

Seal Rock Water District has been a vital partner in and co-convener of the Mid-Coast Water Planning Partnership. The Oregon Water Resources Department is committed to the success of this planning effort and has provided and would like to gauge the Board's interest in supporting this process as a lead agency for the Partnership.

This is an important initiative that will help to inform future approaches to water planning and implementation in the state and will inform updates to Oregon's Integrated Water Resources Strategy. On the Mid-Coast, the Department is a co-convener, funder, technical assistance provider, and partner in the planning process. The Partnership is currently wrapping up Step 3 and will embark on Step 4 this summer.

The City of Newport, which has served as a co-convener and fiscal agent of the Partnership, is no longer able to serve in these roles due to capacity constraints. The Partnership is in need of a new fiscal agent in order to manage grants and contracts on behalf of the Partnership. The Seal Rock Water District has stepped forward to explore whether to become the Partnership's fiscal agent.

The Legislature allocated additional funding in 2019 to support place-based planning, including funding for the Mid-Coast effort. The Department can provide a grant up to \$150,000 to support the Mid-Coast effort once a new fiscal agent is secured. See attached for a draft of a grant agreement. OWRD will also continue to provide staff support to the Partnership.

A. Denlinger

Submitted By: _____ Adam Denlinger, General Manager



Oregon
Kate Brown, Governor

12
Water Resources Department
725 Summer St NE, Suite A
Salem, OR 97301
(503) 986-0900
Fax (503) 986-0904

April 3, 2020

To the Seal Rock Water District Board:

The Seal Rock Water District has been a vital partner in and co-convenor of the Mid-Coast Water Planning Partnership. Adam Denlinger has been a steady influence and has shown considerable leadership as the Partnership has evolved over the past three years. The Oregon Water Resources Department is committed to the success of this planning effort and we are writing to inquire about the Board's interest in supporting this process as a fiscal agent for the Partnership.

The Mid-Coast Water Planning Partnership is one of four places piloting place-based integrated water resources planning in partnership with the Department (see the attached handout). Place-based planning consists of the following five planning steps:

1. Build a collaborative and inclusive process
2. Develop a shared understanding of current water resources and identify gaps
3. Examine current and future water needs/demands and vulnerabilities
4. Identify and prioritize strategic, integrated solutions to meet multiple water needs
5. Approve and implement a place-based integrated water resources plan

This is an important initiative that will help to inform future approaches to water planning and implementation in the state and will inform updates to Oregon's Integrated Water Resources Strategy. On the Mid-Coast, the Department is a co-convenor, funder, technical assistance provider, and partner in the planning process. The Partnership is currently wrapping up Step 3 and will embark on Step 4 this summer.

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The Legislature allocated additional funding in 2019 to support place-based planning, including funding for the Mid-Coast effort. The Department is able to make a grant up to \$150,000 to support the Mid-Coast effort once a new fiscal agent is secured. A draft grant agreement is included with this letter (please note that this needs to be reviewed by Department of Justice and may change before being finalized). The Department will also continue to provide staff support to the Partnership.

As the District considers whether to serve as a fiscal agent for the Partnership, the Department is available to answer questions regarding the planning process, grants, or provide any other information needed to support the Board's deliberations. I am available at 503-986-0873 and Kim.L.Ogren@oregon.gov. Harmony Burright, the Planning Coordinator for the Mid-Coast Partnership, is available at 503-986-0913 and Harmony.S.Burright@oregon.gov.

Sincerely,

Kim Ogren
Manager, Water Resources Development Program

Place-Based Water Planning Updates July – December 2019

Program and Place-Based Updates

- OWRD began scoping a project to assess water planning needs across Oregon and evaluate the place-based planning approach
- Learning Partnership gathering, supported by the Ford Family Foundation, held in September in Newport to support peer-to-peer learning between the four planning groups.
- Planning Step 5 Guidance presented to the Water Resources Commission for their review.
- [Second webinar](#) on the Northwest Climate Toolbox hosted by the Climate Impacts Research Consortium (CIRC).
- Places invited to present at Water Vision community conversations and participate in interviews.



Harney Basin

Conveners: Harney County Court & Watershed Council
OWRD Grant: \$300,000 Other Funding (to-date): \$581,963

Planning
Steps
2/3/4

- Meetings of the Collaborative held in July, August, September, October, November and December.
- New project manager hired.
- One consensus decision reached to pursue funding for smart meters.
- Results from OSU survey to domestic well owners (574 responses = 47% response rate) completed.
- Continued progress reviewing and refining proposed Step 4 strategies.
- Two work groups met to improve draft summaries of water data/information – 4 meetings in total.

More information: Contact Holly Mondo at 805-801-6013 || holly@hcwatershedcouncil.com

Upper Grande Ronde Sub-Basin

Convenor: Union County
OWRD Grant: \$242,000 Other Funding (to-date): \$10,000

Planning
Step 4

- Stakeholder meetings held in July, September, November, and December.
- Continued work to solicit input and feedback on Step 4 strategies and solutions.
- Outreach to the Union County Farm Bureau and the Grand Ronde Model Watershed at their annual meetings.

More information: Contact Scott Hartell at 541-963-1014 || shartell@union-county.org
WEB: <http://union-county.org/planning/place-based-integrated-water-resources-planning/>

Lower John Day Sub-Basin

Conveners: Gilliam SWCD & Wheeler SWCD
OWRD Grant: \$239,000 Other Funding (to-date): \$10,000

Planning
Step 3/4

- Meetings held in August, September, October, and December.
- Public comment opportunity for the draft of Step 3 *Integrated Water Resource Needs and Vulnerabilities Report*. Public comments reviewed and incorporated.
- Continued work to refine understanding of critical issues and goals from Steps 2 and 3.
- Initial brainstorming of strategies and solutions for Step 4.

More information: Contact Herb Winters at 541-384-2672 x110 || gilliamswcd@gmail.com
WEB: <https://www.lowerjohndaypbp.com/>

Mid-Coast Region

Conveners: City of Newport, OWRD, Seal Rock Water District, Gibson Farms
OWRD Grant: \$300,000 Other Funding (to-date): \$405,000

Planning
Step 3

- Partnership meeting, hosted by the Confederated Tribes of the Siletz Indians, held in September.
- Field tour of the Beaver Creek watershed held in August. See the video [here](#).
- Local Planning Coordinator hired.
- Work by three working groups (municipal/district supplied, self-supplied, instream/ecology) to develop and refine problem/issue statements based on Steps 2 and 3.

More information: Contact Alexandria Scott at 541-961-5313 || alexandria@midcoastwaterpartners.com
WEB: www.midcoastwaterpartners.com



Place-Based Integrated Water Resources Planning



Helping Oregonians plan for their current and future instream and out-of-stream water needs

Place-based integrated water resources planning is one of the recommended actions from the 2012 and 2017 [Integrated Water Resources Strategy \(IWRS\)](#). It provides an opportunity for places to work collaboratively, in partnership with the state, to understand their water resources challenges and needs, and identify potential solutions to meet those needs. The [DRAFT planning guidelines](#) describe the five steps and key planning principles central to any place-based integrated water resources planning effort.

Planning Step 1

Build a collaborative and inclusive process – Conveners assemble partners representing a balance of interests, including state agencies and work with partners to: create a governance agreement that describes how the partners will collaborate and make decisions using consensus; develop a communication and outreach strategy to ensure an open and inclusive process that fosters public participation; and develop a work plan outlining how they will execute Planning Steps 2-5.

Planning Step 2

Gather information to develop a shared understanding of current water resources and identify gaps – The planning group assesses and describes water resources in the planning area, looking at water quantity, quality, and ecology. This effort includes collecting and synthesizing existing information, identifying any gaps in knowledge, and developing strategies to fill these gaps.

Planning Step 3

Examine current and future water needs/demands and vulnerabilities for people, the economy, and the environment – The group identifies and prioritizes current and future instream and out-of-stream water needs/demands using an integrated approach. Groups also examine water challenges and vulnerabilities, such as how climate change may affect water resources and the ability to meet water needs.

Planning Step 4

Identify and prioritize strategic, integrated solutions to meet multiple water needs – The group collaboratively identifies a long-term strategy and near-term recommended actions to address the instream and out-of-stream issues and needs identified in Steps 2-3. Consensus-based strategies and actions are captured in a plan.

Planning Step 5

Approve and implement a place-based integrated water resources plan – The group approves the plan and develops more detailed strategies to implement actions. The Water Resources Commission and other agencies will have an opportunity to formally recognize the plan, based on whether it is consistent with the IWRS, the guidelines, and state water policy.

Key Planning Principles

- Locally-initiated and led collaborative effort
- Voluntary, non-regulatory process
- Includes a balanced representation of water interests
- Conducted in partnership with the state
- Balances current and future instream and out-of-stream needs
- Looks at water quantity, quality and ecosystem needs in an integrated approach
- Utilizes an open and transparent process that fosters public participation
- Builds on and integrates existing studies and plans
- Does not infringe on existing water rights
- Adheres to IWRS principles and state laws

Learn More!

Visit the web page: <https://go.usa.gov/xV5f4> Email: wrd_dl_placebasedplanning@oregon.gov
Contact Planning Coordinators [Harmony Burright](#) (503-986-0913) or [Steven Parrett](#) (503-986-0914)

Place-Based Integrated Water Resources Planning Pilots

GRANT AGREEMENT
PBP-005-20

Mid-Coast Place-Based Planning Pilot
Grantee: Seal Rock Water District

OREGON WATER RESOURCES DEPARTMENT

OREGON



**WATER RESOURCES
DEPARTMENT**

GRANT AGREEMENT
PBP-005-20
Mid-Coast Place-Based Planning Pilot

BETWEEN: State of Oregon, acting by and through its
Oregon Water Resources Department (Grantor),
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
Phone Number: PHONE
Facsimile Number: (503) 986-0903
E-Mail Address: placebasedplanning@wrд.state.or.us
The Grantor's Coordinator for this Grant is
Harmony Burrigh – Planning Coordinator

AND: Seal Rock Water District (Grantee)
Attn:
Title:
Address:
Telephone Number:
Facsimile Number:
E-Mail Address:
Federal Identification Number:

SECTION 1
LEGAL BASIS OF AWARD

Section 1.01 Legal Basis of Award. Pursuant to Oregon Laws 2015, Chapter 780, Section 2, and Oregon Laws 2019, Chapter 482, Section 1 Grantor is authorized to enter into a grant agreement and to make an award, from the Oregon Water Resources Department Funds ("Funds"), to Grantee for the purposes set forth herein.

Section 1.02 Agreement Documents. This grant agreement ("Grant Agreement" or "Agreement") consists of the following documents, which are attached hereto and hereby incorporated into this Agreement by reference and are listed in descending order of precedence: this Grant Agreement, less all exhibits; **Exhibit A** (Budget); **Exhibit B** (Statement of Work); **Exhibit C** (Governance Agreement); **Exhibit D** (Grantee's Letter of Interest selected for funding by the Commission); **Exhibit E** (2019 Oregon Laws Authorizing Place-Based Planning Grants).

Section 1.03 Effective Date. This Agreement shall be effective ("Effective Date") on **TBD**, after it has been signed by the Grantor and Grantee ("Parties") and in the case of the Grantor, all necessary approvals have been obtained.

**SECTION 2
GRANT AWARD**

Section 2.01 Notice of Grant Award. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of \$150,000 (the "Grant") from the Funds to financially support place-based planning activities consistent with the 2015 Draft Place-Based Planning Guidelines and the Exhibits to this Agreement. Changes to the Grant amount may be implemented by Grantor upon notice from Grantor to Grantee of such change or may, at the request of Grantor, be implemented through amendment(s) to this Grant Agreement. The Grant Budget is set forth in Exhibit A.

Section 2.02 Grant Availability and Termination Date. The availability of Grant moneys under this Agreement and Grantor's obligation to disburse Grant moneys shall begin on the Effective Date of the Agreement and end on the Grant Availability Termination Date (the "Termination Date") of **June 30, 2021**. Grantee shall not submit any reimbursement request for expenditures that occur before the Effective Date or after the Termination Date.

Section 2.03 Disbursement of Grant Moneys. Subject to Sections 2.04 and 2.05, Grantor shall disburse the Grant moneys to Grantee upon submission of a Request for Release of Funds Form. The Request for Release of Funds Form must be completed and signed by the Grantee with appropriate documentation of expenditures prior to approval and payout of any funds by Grantor. All tasks identified within the Exhibits must be completed by the Grant Availability Termination Date (as defined herein). The final 10% of Grant moneys will be released for payment upon submission and Grantor approval of the final project deliverable described in Exhibit A and B.

Section 2.04 Conditions Precedent to this Agreement or any Amendment to this Agreement. Grantor's obligations under this Agreement or under any amendment to this Agreement are subject to compliance by Grantee with all its reporting obligations under any earlier or existing grant agreements with the Grantor.

Section 2.05 Conditions Precedent to Disbursements. Grantor's obligation to disburse Grant moneys to Grantee pursuant to Section 2.03 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (a) Moneys are available to finance the disbursement;
- (b) Grantor has received sufficient funding, appropriations limitations, allotments, or other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) Grantee's representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement;
- (d) Grantee is in compliance with all reporting requirements of this Agreement;
- (e) Grantee is in compliance with the requirements set forth in Exhibit E;
- (f) The Grantee continues to demonstrate that the project will achieve a minimum 25% match;
- (g) Grantee has obtained all permits and licenses from local, state or federal agencies or governing bodies necessary to perform its obligations under this Agreement and has provided Grantor with a copy thereof; and,
- (h) No default as described in Section 6.03 has occurred.

- (i) The Grantee is in compliance with its approved Governance Agreement (Exhibit C).

SECTION 3 USES OF GRANT

Section 3.01 Eligible Uses of Grant. Grantee's use of the Grant moneys is limited to those expenditures necessary to successfully execute the work described in Exhibits A and B and that are in accordance with the Allowable Costs guidance document provided by the Grantor. Equipment purchases of a durable nature are not approved by the Grantor unless expressly authorized in writing.

Section 3.02 Ineligible Uses of Grant. Notwithstanding Section 3.01, Grantee shall not use the Grant moneys to retire any debt, to reimburse any person or entity for expenditures made or expenses incurred prior to the Effective Date. No more than 10% of the Grant may be used to pay for the administrative costs of Grantee. The aggregate of all disbursements of the Grant shall not exceed the amount documented in Section 2.01.

Section 3.03 Unexpended Grant Moneys. Any Grant moneys disbursed to Grantee, and any interest earned by Grantee on the Grant moneys, that are not expended by Grantee in accordance with this Agreement by the earlier of the Termination Date or the date this Agreement is terminated shall be returned to Grantor. Grantee shall return all unexpended funds to Grantor within fifteen (15) days after the earlier of the Termination Date or the date this Agreement is terminated.

SECTION 4 GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

Section 4.01 Existence and Power. Grantee has full power and authority to transact the business in which it is engaged and the legal right to execute and deliver this Agreement, and incur and perform its obligations hereunder.

Section 4.02 Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative body or any provision of Grantee's organization documents and (c) do not and will not result in the breach of, or constitute a default or require any consent under, any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties are bound or affected.

Section 4.03 Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

Section 4.04 Approvals. No authorization, consent, license, or approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

**SECTION 5
GRANTEE'S AGREEMENTS**

Section 5.01 Project and Project Deliverables. The Statement of Work and Budget that are approved by the Grantor will constitute the project that the State agrees to fund under this Grant Agreement (the "Project"). Grantee shall complete the Project and submit agreed upon project deliverables described in Exhibit A and Exhibit B to Grantor by the Termination Date or such later date as the Grantor may designate, in Grantor's sole and absolute discretion, by written notice to Grantee; provided however, that if the total amount of the Grant is not available solely because one or more of the conditions set forth in Sections 2.05 (a) and (b) are not satisfied, Grantee will not be required to complete the Project.

Section 5.02 Semi-Annual Progress Reports. The Grantee shall provide the Grantor with a progress report two times per calendar year (submitted within 45 days of June 30 and December 31). The report will utilize the forms provided by the Grantor which will include information regarding the expenditure of the Funds, compliance with the terms of this Agreement, progress toward completion of the Project as documented in the Exhibits, a narrative on the activities completed as part of the Project, and match that has been contributed towards the Project to-date. Whenever practical, the deliverables associated with each planning step (outlined in Exhibits A and B) can be submitted to help fulfill this reporting requirement.

Section 5.03 Reporting. Grantee will provide reports in accordance with Section 5.02 and the deliverables identified in Exhibit B.

Section 5.04 Accounting for Expenses. Grantee shall account for funds distributed by the Grantor using forms provided by the Grantor.

Section 5.05 Release of Reports. All reports that the Grantor determines to be final and complete will be made available to the public.

Section 5.06 Records and Inspection. Grantee shall keep proper books of account and records on all activities associated with the Grant including, but not limited to, books of account and records on expenditure of the Grant moneys and on the activities financed with the Grant moneys. Grantee will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of six years after the Termination Date or the date that all disputes, if any, arising under this Agreement have been resolved. Grantee will permit Grantor, the Secretary of State of the State of Oregon, or their duly authorized representatives to inspect its properties, all work done, labor performed and materials furnished in connection with the activities financed with Grant moneys, and to review and make excerpts, transcripts and copies of its books of account and records with respect to the receipt and disbursement of funds received from Grantor. Access to these books of account and records is not limited to the required retention period. The authorized representatives shall have access to these books of account and records at any reasonable time for as long as the records are maintained.

Section 5.07 Certification of Compliance with Laws. Grantee hereby certifies that it has complied, and agrees that it shall comply, with all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant moneys and the activities financed with the Grant moneys. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (a) Title VI of the Civil Rights Act of 1964, (b) Section V of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990 and ORS 659A.142, (d) all regulations and administrative rules established pursuant to the foregoing laws, and (e) all other application requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Section 5.08 Sub-agreements.

- (a) Grantee may enter into agreements with sub-recipients, contractors or sub-contractors (“Sub-agreements”) for performance of the Project. Grantee must provide prior written notice to the Grantor before entering into Sub-agreements over \$5,000 describing the tasks which the sub-agreement is intended to help complete, the cost of the sub-agreement, and a description of the selection process by which the sub-agreement was awarded. All Sub-agreements must be in writing and duly executed by the Grantee and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the Sub-agreements. Grantee agrees to provide the Grantor with a copy of any signed Sub-agreements upon request by the Grantor. Any material breach of a term or condition of Sub-agreements relating to funds covered by this Agreement must be reported by the Grantee to the Grantor within ten (10) days of it being discovered. Use of a Subagreement does not relieve the Grantee of its responsibilities under this Agreement.
- (b) Any entity entering into a Sub-agreement, that is not a unit of local government as defined in ORS 190.004, if any, agrees to indemnify the Grantor on substantially the same terms as the Grantee is indemnifying the Grantor as set forth in Section 7.07.

Section 5.09 Work Products and Intellectual Property. Any work products developed using grant funding will remain in the public domain and cannot be used for proprietary purposes. The parties hereby mutually grant to each other an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, publish, perform and display the work product, and to authorize others to do the same on each other’s behalf.

**SECTION 6
TERMINATION AND DEFAULT**

Section 6.01 Mutual Termination. This Agreement may be terminated by mutual consent of both parties.

Section 6.02 Termination by Grantor. Grantor may terminate this Agreement, for any reason, upon 30 days advance written notice to Grantee. In addition, Grantor may terminate this Agreement effective immediately upon written notice to Grantee, or effective on such later date as may be established by Grantor in such notice, under any of the following circumstances:

- (a) Grantor fails to receive sufficient appropriations or other expenditure authorization to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement; or,
- (b) The Grantor does not have sufficient funds to continue making payments under this Agreement; or,
- (c) There is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding; or,
- (d) In accordance with Section 6.04.

Section 6.03 Default. Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

- (a) Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any exhibit attached hereto; or

- (b) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Grantor to measure progress on the activities funded by the Grant, the expenditure of Grant moneys or the performance by Grantee is untrue in any material respect when made; or
- (c) Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (v) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vi) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect), or (vii) takes any action for the purpose of effecting any of the foregoing; or
- (d) A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

Section 6.04 Remedies Upon Default. If Grantee’s default is not cured within fifteen (15) days of written notice thereof to Grantee from Grantor or such longer period as Grantor may authorize in its sole discretion, Grantor may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant moneys, payment of interest earned on the Grant moneys, reallocation of funds allocated to the Project but not used, and declaration of ineligibility for the receipt of future funding from the Grantor. If, as a result of Grantee’s default, Grantor demands return of all or a portion of the Grant moneys or payment of interest earned on the Grant moneys, Grantee may, at Grantee’s option, satisfy such demand by paying to Grantor the amount demanded or permitting Grantor to recover the amount demanded by deducting that amount from future payments to Grantee from Grantor. If Grantee fails to repay the amount demanded within fifteen (15) days of the demand, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this Agreement and any payment to Grantee from Grantor under any other contract or agreement, present or future, between Grantor and Grantee.

**SECTION 7
MISCELLANEOUS**

Section 7.01 No Implied Waiver, Cumulative Remedies. The failure of Grantor to exercise, and any delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02 Choice of Law; Designation of Forum; Federal Forum.

- (a) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- (b) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- (c) Notwithstanding Section 7.02(b), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

Section 7.03 Notices. Except as otherwise expressly provided in this Agreement, any notices or demands required or permitted to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any such notice or demand so addressed and mailed shall be deemed to be given five (5) days after mailing. Any notice or demand delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any notice or demand by personal delivery shall be deemed to be given when actually delivered.

Section 7.04 Amendments. This Agreement may not be altered, modified, supplemented, extended or amended in any manner except by written instrument signed by both parties. No term of this Agreement may be waived unless such waiver is agreed to in writing by the party against whom such waiver is sought to be enforced.

Section 7.05 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.

Section 7.06 Entire Agreement. This Agreement constitutes 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 Agreement.

Section 7.07 Indemnity. Grantee shall defend, save, hold harmless, and indemnify the State of Oregon and Grantor and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Grantee or its officers, employees, or agents under this Agreement.

Section 7.08 Time is of the Essence. Grantee agrees that time is of the essence under this Agreement.

Section 7.09 Survival. All provisions of this Agreement set forth in the following sections and all provisions of this Agreement that by their terms are intended to survive shall survive termination of this Agreement: Section 3.03, Unexpended Grant Moneys; Section 5.06, Records and Inspection; Section

5.08, Work Product; and Section 7, MISCELLANEOUS.

Section 7.10 Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.11 Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Section 7.12 Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties, and neither party hereto shall be deemed an agent, partner, joint venture or related entity of the other by reason of this Agreement.

Section 7.13 Headings. The section headings in this Agreement are included for convenience only, they do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

Section 7.14 No Third Party Beneficiaries. Grantor and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

Section 7.15 Duplicate Payment. Grantee shall not receive duplicate payments from another entity for expenses invoiced to the Grantor.

Section 7.16 False Claim Act. Grantee will refer to the Grantor any credible evidence that a principal, employee, agent, contractor or other person has submitted a false claim under the False Claims Act (31 USC 3729-3733; ORS 180.750-180.785) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Grant Agreement.

Section 7.17 Cooperation. The Grantor and Grantee acknowledge that as the Project progresses, aspects of the project captured in the Exhibits may need to be adjusted and refined through the amendment process, and that the ultimate success of this Project requires the cooperation of both Parties. Grantor and Grantee both agree to use good faith efforts and their best professional judgement to resolve any issues that may arise during the course of the Project. In addition, following termination of the grant, Grantor may ask Grantee for cooperation and assistance in completing additional reports related to progress in implementation of the Grantee's place-based integrated water resources plan and/or in describing lessons learned from the planning process.

Section 7.18 Dispute Resolution. The Grantor and Grantee shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Grantor and Grantee may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

Section 7.19 Memorandum of Agreement. The Grantor and Grantee may decide to develop a non-binding Memorandum of Agreement to describe the roles and responsibilities of both parties, including support offered by the Department during the planning process.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

GRANTOR



STATE OF OREGON acting by and through its WATER RESOURCES DEPARTMENT

By: _____ Date: _____

Lisa Snyder – Administrator - ASD

SEAL ROCK WATER DISTRICT

By: _____ Date: _____

Name:

Position:

Approved as to Legal Sufficiency

By: _____ Date: _____

Title:

DRAFT

EXHIBIT A
Budget

Key Task Title	In-Kind Match	Cash Match Funds	OWRD Grant Funds	Total Cost
Task 1. Build a collaborative process	<i>Completed under Grant GA-0602-MC</i>			
Task 2. Understand current water conditions	<i>Completed under Grant GA-0602-MC</i>			
Task 3. Assess current and future water needs/demands and vulnerabilities	<i>Completed under Grant GA-0602-MC</i>			
Task 4. Identify and document integrated solutions	\$20,000	\$20,000	\$145,000	\$185,000
Total	\$20,000	\$20,000	\$145,000	\$185,000

DRAFT

EXHIBIT B

SCOPE OF WORK – SUMMARY

The Mid-Coast Water Planning Partnership expects to have an Integrated Water Resources Plan by the end of 2021. The scope of this grant is Planning Step 4 – identify integrated solutions. This grant will build off of work accomplished during Steps 1-3 through a prior grant agreement between OWRD and the City of Newport (GA-0602-MC). Seal Rock Water District has agreed to assume responsibility as the fiscal agent for this duration of this project. This grant supports continuation of the existing Mid-Coast Water Planning project that was initiated under the prior grant agreement. Project work includes key Partnership staff consultants needed to facilitate the Partnership and summarize the strategies and solutions developed during Step 4. The information developed for Steps 2-4 will ultimately end up in a plan that will be agreed to by consensus of the Partnership consistent with our Governance Agreement. The final plan is outside of the scope of this grant agreement.

SCOPE OF WORK – TASKS

Task 4. Identify and document integrated water solutions

- **Description of key task activities:** Assemble all information needed from Task 2 and Task 3 to support Task 4, agree on critical issues and planning goals and objectives, collaboratively develop integrated strategies and solutions, conduct a public survey to gather feedback on proposed strategies and solutions, agree by consensus of the Partnership on strategies and solutions, document strategies and solutions including key information for future implementation, develop a chapter of an eventual Integrated Water Resources Plan
- **Deliverable(s):** Documented consensus-based strategies and solutions that can be included as a chapter in an Integrated Water Resources Plan

EXHIBIT C
Governance Agreement

On file at the Oregon Water Resources Department.

DRAFT

EXHIBIT D
Grantee's Letter of Interest selected for funding by the Commission

On file at the Oregon Water Resources Department.

DRAFT

EXHIBIT E

2015 Oregon Laws Authorizing Place-Based Planning Grants and 2019 Oregon Laws extending the Program

Accessed at: https://www.oregonlegislature.gov/bills_laws/lawsstatutes/2015orLaw0780.pdf and https://www.oregonlegislature.gov/bills_laws/lawsstatutes/2019orlaw0482.pdf

OREGON LAWS 2015

Chap. 780

CHAPTER 780

AN ACT SB 300

Relating to place-based integrated water resources strategies; and declaring an emergency. Be It Enacted by the People of the State of Oregon:

SECTION 1. Section 2 of this 2015 Act is added to and made a part of ORS chapter 536.

SECTION 2. (1) As used in this section, "place-based integrated water resources" means waters that are from sources within a single drainage basin or within an area that is a subset of a single drainage basin.

(2) The Water Resources Department may issue grants from available moneys to facilitate the preparation of place-based integrated water resources strategies that are consistent with state laws concerning the water resources of this state, state water resources policy and department requirements. The department may issue grants under this subsection to:

- (a) A person;
 - (b) A public body as defined in ORS 174.109;
- or
- (c) An Indian tribe.

(3) The department may enter into contracts or agreements with, and provide technical assistance and information to, a person, a public body as defined in ORS 174.109 or an Indian tribe for the development of place-based integrated water resources strategies.

(4) Place-based integrated water resources strategies described in subsections (2) and (3) of this section must:

- (a) Be developed in collaboration with a balanced representation of interests;
 - (b) Balance current and future in-stream and out-of-stream needs;
 - (c) Include the development of actions that are consistent with the existing state laws concerning the water resources of this state and state water resources policy;
 - (d) Facilitate implementation of local solutions;
 - (e) Be developed utilizing an open and transparent process that fosters public participation; and
 - (f) Be developed in consultation with the department.
- (5) The Water Resources Commission may adopt rules for the administration of this section.

SECTION 3. (1) Section 2 of this 2015 Act is repealed July 1, 2019.

(2) The repeal of section 2 of this 2015 Act does not affect any rights or responsibilities established in a grant, contract or agreement made under section 2 of this 2015 Act prior to July 1, 2019.

SECTION 4. This 2015 Act being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this 2015 Act takes effect on its passage.

Approved by the Governor July 27, 2015
Filed in the office of Secretary of State July 27, 2015
Effective date July 27, 2015

OREGON LAWS 2019

Chap. 482

CHAPTER 482

AN ACT HB 2084

Relating to place-based integrated water resources strategies; creating new provisions; amending section 3, chapter 780, Oregon Laws 2015; and declaring an emergency. Be It Enacted by the People of the State of Oregon:

SECTION 1. Section 3, chapter 780, Oregon Laws 2015, is amended to read:

Sec. 3. (1) Section 2, chapter 780, Oregon Laws 2015, [of this 2015 Act] is repealed, July 1, [2019] 2023.

(2) The repeal of section 2, chapter 780, Oregon Laws 2015, [of this 2015 Act] does not affect any rights or responsibilities established in a grant, contract or agreement made under section 2, chapter 780, Oregon Laws 2015, [of this 2015 Act] prior to July 1, [2019] 2023.

SECTION 2. If this 2019 Act does not become effective until after June 30, 2019, the amendments to section 3, chapter 780, Oregon Laws 2015, by section 1 of this 2019 Act revive section 2, chapter 780, Oregon Laws 2015. If this 2019 Act does not become effective until after June 30, 2019, this 2019 Act shall operate retroactively to June 30, 2018, and section 2, chapter 780, Oregon Laws 2015, shall continue unaffected from June 30, 2018, and thereafter. Any otherwise lawful action taken or otherwise lawful obligation incurred under authority of section 2, chapter 780, Oregon Laws 2015, after June 30, 2018, and before the effective date of this 2019 Act is ratified and approved.

SECTION 3. This 2019 Act being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this 2019 Act takes effect on its passage.

Approved by the Governor June 25, 2019
Filed in the office of Secretary of State June 26, 2019
Effective date June 25, 2019



OREGON WATER UTILITY COUNCIL



(Submitted electronically on March 24, 2020 to Members of the Joint Special Committee on Coronavirus Response)

The League of Oregon Cities, Special Districts Association of Oregon, Oregon Association of Water Utilities, Oregon Water Utility Council, Association of Clean Water Agencies and the Oregon Water/Wastewater Agency Response Network appreciate the opportunity to submit the following comments on behalf of publicly owned drinking water and wastewater providers across the state of Oregon. We ask that the committee consider inclusion of public drinking water, wastewater (sewer) and stormwater services in the context of discussions around potential state-assistance to help in our efforts to provide utility rate relief. In addition, we serve to be a resource to the committee during this time.

In accordance with recommendations from the American Water Works Association, drinking water and wastewater providers across the state are working tirelessly to maintain critical services and to provide flexibility to ratepayers due to the economic hardship that is impacting so many Oregonians. Prior to this public health emergency, many of our members had already established financial assistance programs to benefit seniors and low-income households and individuals. In response to the spread of COVID-19 and the resulting loss of jobs for many Oregonians, our members are stepping up to offer additional assistance to ratepayers during this time. That includes ceasing drinking water service shut off for non-payment or past due bill collection during this period of economic hardship.

It is important to note, however, that there are economic realities that can have significant long-term impacts on our ratepayers. As we strive to provide flexibility to those experiencing financial hardship during this time, there will be impacts to utilities both in the short-term and long-term.

A letter that was submitted to congressional leadership on March 23 from national water utility associations, including the American Public Works Association, Water Environment Federation and the National Association of Clean Water Agencies, stated the following:

"... the economic impacts of coronavirus are expected to be enormous. Decreased revenue from households less able to pay their bills and the sudden drop-off in industrial and business water usage could lead to billions of dollars in lost revenue for water and wastewater systems nationwide. This, coupled with additional costs water systems will incur for ongoing emergency operations during the course of the pandemic, will represent a significant sum that will be passed on to local customers through higher water rates."

In addition, we are witnessing increased costs associated with the implementation of continuity of operations plans for water and wastewater utilities. These plans ensure that critical infrastructure providers are able to continue working during this time to deliver services that Oregonians rely on. Utilities are working to stagger teams of employees to reduce the risk of COVID-19 spread among critical staff and are prioritizing workloads to ensure that protection of public health through the delivery of safe drinking water and the treatment of wastewater are of the highest priority. We are hearing from utilities across the state that are adjusting operations to adhere to social distancing guidelines. The health and safety of infrastructure service providers is a significant priority as critical services can't be provided without healthy personnel.

We ask that the committee consider the following:

- Inclusion of drinking water, wastewater and stormwater rate relief for public utility providers, including local government providers. It is important to note that city, county and special district water/wastewater providers are *not* regulated by the Public Utility Commission as they are regulated by their elected councils, boards, commissions, etc.
- Assistance in spreading awareness over the challenges and public health threats associated with flushing non-flushable items down the toilet. Only toilet paper should be flushed down toilets. Due to shortages of toilet paper, local governments are urging the public to refrain from flushing other items including wipes that are labeled as "flushable." Many local governments are seeing an increase in sewer clogs and materials being caught in the wastewater treatment process. This results in potential sewer backups which is of greater concern due to potential exposure to a variety of pathogens, including COVID-19 and due to utilities having a reduced number of employees to address those sewer clogs/backups during the Governor's "stay at home" Executive Order #20-12.
- We are currently exploring areas where state regulatory relief may be needed. Regulations that are in place to ensure health and safety should not be lifted, but there may be other regulations, timelines, deadlines, etc. that will detract from our ability to prioritize workloads and critical services during this time. We will reach out to the committee with specific requests as they are identified.
- Finally, we ask the Joint Special Committee on Coronavirus Response use the below listed associations and contacts as a resource should there be questions, concerns or correspondence we can get out to our memberships. Our combined memberships cover all publicly owned water and wastewater systems across the state. We appreciate the opportunity to be of assistance to the committee and hope that you will use us as a resource.

Contact information:

League of Oregon Cities, Tracy Rutten (lobbyist) – trutten@orcities.org

Special Districts Association of Oregon, Mark Landauer (lobbyist) – mark@mjlconsulting.com

Oregon Association of Water Utilities, Jason Green (Director) – jgreen@oawu.net

Oregon Association of Clean Water Agencies, Susie Smith (Executive Director) – smith@oracwa.org

Oregon Water Utility Council, Mike Grimm (Chair) – mgrimm@wswd.org

Oregon Water/Wastewater Agency Response Network, Chris Wanner, (Chair) – chris.wanner@portlandoregon.gov



Public Water Systems and Novel Corona Virus 2019 (COVID-19)

Frequently Asked Questions March 2020

Can COVID-19 be transmitted in drinking water?

- The COVID-19 virus has not been detected in drinking water. If a water supplier is meeting all current standards it is considered safe to drink.
- COVID-19 is spread from person to person when people touch or breathe in droplets made when ill people cough, sneeze or talk. This can happen when someone is close to a sick person, within six feet. Rarely, people might catch COVID-19 by touching a surface that a person with the infection coughed or sneezed on, and then touching their own mouth, nose or eyes.

What extra precautions can water suppliers take?

- Identify critical functions, staff, backups, and remote work procedures. These considerations should be included in all water supplier's required emergency response plans.
- Verify that the supply of parts, equipment, and water treatment chemicals is uninterrupted.
- As needed, prioritize actions and work based on public health considerations. For example, ensuring continuity of treatment operations including daily checks of filtration operation, turbidity, disinfection CT and chlorine residual, critical maintenance, and collection of acute contaminants like bacteria and nitrate.
- Encourage good hygiene practices amongst staff.

What if my water system's operators are not able to fulfill operational duties and need assistance during this public health emergency?

- Operators should prioritize ensuring that critical treatment is operating properly, such as coagulation, filtration, and disinfection. If not able to verify adequate treatment, discuss the potential need for a public notice with your regulator.

- ALL public water systems should consider signing the Mutual Aid Agreement, as well as the Shared Worker Agreement addendum, through the Oregon Water / Wastewater Agency Response Network (ORWARN). Other ORWARN members may be able to provide assistance to other water supplier whose capabilities are overwhelmed, as long as these agreements are in place. There are no fees. These agreements can be found at <https://orwarn.org>.
- [Oregon Association of Water Utilities](#) may also be able to provide assistance.
- Short-term and limited assistance may also be provided by the drinking water program [Circuit Rider](#).
- If other resources are not available and a water system finds they may be unable to continue to supply water, they should contact their county emergency manager so the issue can be forwarded to the State Emergency Operation Center, as appropriate.

Should my water system add a disinfectant to help combat COVID-19?

Many water systems already continuously add a disinfectant such as chlorine to a drinking water. Adding a disinfectant specifically due to COVID-19 concerns is not warranted. For any system considering permanently adding a disinfectant for any reason, DWS must approve plans and equipment in advance.

Will DWS issue a violation to my water system if operators are ill and unable to collect samples or my lab is closed or lacks the capacity to analyze my samples?

In general, DWS will continue to apply the monitoring and reporting requirements as specified in the rules. However, in cases when water systems are unable to collect or report samples due to operator illness or capacity issues associated with the lab, please notify DWS at compliance.dw@dhsosha.state.or.us. DWS will evaluate the situation and determine whether violations should be issued. DWS will prioritize public health protection in responding to water quality issues.

What if a water supplier is unable to collect samples in people's homes, either bacteria samples or lead and copper samples, due to COVID-19 concerns?

During an emergency, we still expect water suppliers to take bacteria samples from representative locations within the distribution system. Samples may have to be collected from locations outside the home or alternative locations to avoid going into people's homes. However, failure to sample the distribution system could create another health risk to the public.

If the state of Oregon closes state office buildings, how will I contact DWS?

Water system operators: Contact DWS the way you normally would. If working from home, staff will have access to their voicemail, and hopefully email. If

uncertain, contact our general phone number, 971-673-0405. We will prioritize immediate public health concerns and return calls as soon as we are able.

To submit lab data and operating reports:

- By email (preferred): send a pdf of results to dwp.dmce@dhsosha.state.or.us

By mail:

Drinking Water Services
PO Box 14350
Portland, OR 97293-0350

- By fax: 971-673-0694
- Note that there may be some delays with entering of data received via postal mail or FAX.

Labs: See above. For water quality results over a maximum contaminant level, send to dwp.dmce@dhsosha.state.or.us with subject line starting with "Attention."

General Public: Contact our general phone number, 971-673-0405. We will prioritize immediate public health concerns and return calls as we are able.

Should people stock up on bottled water?

While it is recommended that all households have an emergency supply of water available, there is no reason to believe that water interruptions will occur due to the COVID-19 pandemic. Encourage your customers to stay informed through your water supplier social media or alerts.

Can tap water be used to disinfect COVID-19 on surfaces and fresh produce?

For cleaning surfaces at home, tap water alone is insufficient. Follow recommendations provided by CDC, <https://www.cdc.gov/coronavirus/2019-ncov/community/home/cleaning-disinfection.html> . For fresh produce, the Food and Drug Administration recommends using flowing tap water to mechanically remove debris and organisms from produce.

Where can I find additional information?

- Oregon Health Authority:
<https://www.oregon.gov/oha/PH/DISEASESCONDITIONS/DISEASESAZ/Pages/emerging-respiratory-infections.aspx>
- US Environmental Protection Agency:
<https://www.epa.gov/coronavirus/coronavirus-and-drinking-water-and-wastewater>

- Center for Disease Control: <https://www.cdc.gov/coronavirus/2019-ncov/php/water.html>
- World Health Organization: <https://www.who.int/publications-detail/water-sanitation-hygiene-and-waste-management-for-covid-19>



Oregon State Police Emergency Declaration Enforcement FAQ

Date 03/24/2020

In an attempt to answer frequently asked questions relating to the enforcement of the Governor's Executive Order 20-12 "Stay Home, Save Lives," the Oregon State Police is offering guidance.

Is this martial law?

No, not even close. There are no curfews and a person's movements are not restricted under the Governor's Executive Order. While details are offered in the order relating to social distancing, specific business closures and non-essential social gatherings- Oregonian's movements are generally unrestricted.

Do I need documentation from my employer deeming me essential?

No. The Governor's Executive Order closes certain businesses, outlined in section (2). These businesses reflect operations that would make close contact difficult or impossible to avoid. Officers are not asking or looking for any type of special paperwork from your employer.

Do I need a special placard on my car, when going to work or if I drive for work?

No. There is no special documentation or placards for people going to work or permitted activities.

Will I be pulled over for driving on the highway?

Not for violation of the Governor's Executive Order, which specifically outlines efforts to avoid large gatherings- not restrict the movement of Oregonians. If, however, you are committing a traffic violation or crime that would be enforced independent of the order, you may be stopped, like any other day.

Are the state lines closed and are there roadblocks?

No, traffic is moving freely within Oregon and our border states. There are no roadblocks or restrictions of vehicle movement. Washington State is operating under a similar executive order from their Governor, so Oregonians should be aware of these provisions when traveling in their state.

If my business is closed, can I still go to work if my employer makes me? Won't I be arrested?

While the order prohibits the public from congregating at a closed business, the employer may still have work to do on site. As long as employees are not conducting business that is prohibited by the Executive Order, it is okay to still be at the worksite. No "passes" or paperwork is required.

Are rest areas open?

Yes, generally. Some rest areas are connected to parks, which are currently closed to comply with the Executive Order.

Are police arresting or ticketing people in public or in violation of the Governor's Executive Order?

People that violate the Governor's Order in an Emergency Declaration could be arrested or cited, which is a C Misdemeanor- the lowest level of criminal conduct designation. All Oregon law enforcement are united on the premise that police action is extremely undesirable and we hope to educate Oregonians if congregating in violation of the Governor's Order. Citation or arrest would be an extreme last resort if a person failed to comply with the lawful direction of a police officer.

What about my kids that may congregate in a place without my permission, like a skate park?

Police know our children don't often take their parent's advice and may ignore direction when away. Like adults found to be congregating in a location, officers will likely approach the youths and educate them on the order. Citations and arrest are extremely unlikely, reserved for only the most extreme circumstances.

Can I still go hiking and fishing?

Yes. Oregonians can still recreate outdoors, if their recreational activity involves non-contact with others and they can maintain appropriate social distancing- which is defined as 6 feet or more from others. Oregonians and visitors to our state should be aware most campgrounds and boat ramps are closed, so you should research your plans before recreating.

Should I call 911 if I see people congregating?

No. The level of this violation is not for reporting police, fire or medical emergencies through 911. People may choose to self-educate their fellow Oregonians or if a large gathering is noted, they may call their respective police agency's non-emergency number.



PO Box 190 – 1037 NW Grebe Street – Seal Rock, Oregon 97376
Phone: 541.563.3529 – Fax 541.563.4246 – Website: www.srwd.org
My Water Usage Customer Portal: bit.ly/mywaterusage

Seal Rock Water District

Proposed Budget Calendar 2020-21

#	Description	Schedule	Dates
1	Appoint Budget Officer	January Regular Board Meeting	Jan. 8, 2020
2	Appoint/Reappoint Budget Committee	January Regular Board Meeting	Jan. 8, 2020
3	Publish 1st Notice of budget meeting	No more than 30 days before the meeting	April 24, 2020
4	Publish 2nd Notice of budget meeting	No less than 5 days before the meeting	May 8, 2020
5	*Budget Committee Meets for the first time	3rd Thursday in May	May 21, 2020
6	Publish Notice/Summary Budget Hearing	5 to 30 days before Hearing	May 29, 2020
7	Budget Hearing/determine Tax Levy Rate Hearing	May Regular Board Meeting	June 11, 2020
8	Consider Resolutions to: <ul style="list-style-type: none"> • Adopt budget • Make appropriations • Levy taxes by fund 	June Regular Board Meeting or special meeting but before June 30th	June 11, 2020
9	Submit tax certification to Assessor Office	By July 15th (date set by law)	July 6, 2020
10	Submit copy of complete budget to County Clerk	By September 30	July 6, 3030

**Additional meetings can be held if the budget is not approved by the Budget Committee on May 21, 2020*



Seal Rock Water District

DATE ACTION REQUESTED: April 9, 2020					
Ordinance	Resolution	Motion	Information	X	
Date Prepared: March 31, 2020			Dept.: Administration		
SUBJECT: Water Rate Adjustment			Contact Person for this Item: Adam Denlinger, General Manager adenlinger@srwd.org. 541-563-4447		

RECOMMENDED BOARD ACTION:

Consider a rate adjustment for FY 2020 - 2021

FINANCIAL IMPACTS:

The philosophy of the District has been to maintain a program of small annual increases to lessen the need for large one-time increases. Other considerations include; increases from the District's source water provider, satisfying annual debt service, transfers to capital and source water reserves, and planning a financial strategy for funding phase IV improvements.

BACKGROUND:

Historically, the SRWD Board of Commissioners evaluates the need for a rate increase and then requests that staff develop a proposal for a rate increase that will be provided to the community at a future public hearing. It is important to understand how much will be needed to ensure enough cash flow to cover future debt service to avoid huge spikes in the water rate. While the District received a relatively small increase (1.5%) at the beginning of the 2020 year in the purchase of wholesale water from the District's source water provider, it is anticipated that the District can expect future increases in the cost of source water to be much higher.

While the district is currently in the process of developing a district owned source water supply system to be completed in warily 2021. It was anticipated that this work would be completed by November 1, 2020, to coincide with the termination date of the water purchase agreement of October 31, 2020. Due to impacts affecting project approvals for and scheduling for this work, we are slightly behind schedule and will need a water supply.

It is anticipated that the District can expect future increases in the purchase cost of source water beginning November 2020 to be as much as double our current rate. Therefore, staff is recommending that the district work with Toledo representatives to develop a rate for the remainder of 2020 and all of 2021 if needed. In the near-term staff is recommending that the Board consider a rate increase of 2.6% consistent with the annual CPI.

Adjustment in the rate is a policy decision and is subject to public hearing in accordance with ORS, Chapter 264.312. If the Board of Commissioners elects to adjust the rate, the Board will need to direct staff to reflect the adjusted rate in the budget and schedule a rate hearing for no later than June 11, 2020.

A. Denlinger

Submitted By: _____ Adam Denlinger, General Manager