

SEAL ROCK WATER DISTRICT
Regular Board Meeting
Thursday, August 8, 2019 @ 4:00 pm
1037 NW Grebe Street, Seal Rock 97376

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 | July/August 2019 |
| • Board Meeting Minutes | July 11, 2019; August 1, 2019 |
| • Financial Report / Approve Invoices | July/August 2019 |
| • USDA Project Monitoring Report #46 | August 2019 |
| • General Manager's Monthly Report | July/August 2019 |

4. Discussion and Information Items:

- Consider Primary Source Water Project Update
Presented by: Adam Denlinger, General Manager

5. Decision Items:

- Consider a motion authorizing the District to replace one 1996 JCB Backhoe.
Presented by: Adam Denlinger, General Manager
- Consider a motion to approve task orders, and change order No. 2 from Jacobs Engineering.
Presented by: Adam Denlinger, General Manager

6. Reports, Comments and Correspondence:

- August 23, 2019, Mid-Coast Water Planning Partnership Beaver Creek Field Tour.
- September 19, 2019, Mid-Coast Water Planning Partnership Meeting in Siletz.

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; and (e) To conduct deliberations with persons designated by the governing body with regards to real property transactions.

8. Adjournment: Next Meeting: September 12, 2019 @ 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	Amount Paid	Date Paid
01-5064						
GLEN MORRIS	117	Stipend	08/08/2019	50.00	.00	
JOHN GARCIA	115	Stipend	08/08/2019	50.00	.00	
KAREN OTTA	33	Stipend	08/08/2019	50.00	.00	
ROB MILLS	116	Stipend	08/08/2019	50.00	.00	
SAUNDRA MIES-GRANTHAM	116	Stipend	08/08/2019	50.00	.00	
Total 01-5064:				250.00	.00	
Grand Totals:				250.00	.00	

Dated: 8/5/2019

General Manager: *[Signature]*

Dated: _____

Treasurer: _____

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	Amount Paid	Date Paid
01-2011						
OREGON DEPARTMENT OF RE	072519	2nd Quarterly 2019 Unemployme	07/25/2019	926.83	.00	
Total 01-2011:				926.83	.00	
01-2031						
OREGON DEPARTMENT OF RE	073119	2nd Quarterly 2019 Statewide Tra	07/31/2019	115.69	.00	
Total 01-2031:				115.69	.00	
Grand Totals:				1,042.52	.00	

Dated: 7/18/2019

General Manager: A. W. [Signature]

Dated: _____

Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

ORIGINAL

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-1310						
ALICE &OR DAVID MACGOUGA	071719	Refund Overpayment	07/17/2019	47.00	.00	
IPUP LLC	071719	Refund Overpayment	07/17/2019	17.58	.00	
JOHN L. SCOTT REAL ESTATE	073019	Refund Overpayment Final Bill	07/30/2019	7.52	.00	
JUDITH ALISON	072419	Refund Overpayment	07/24/2019	33.54	.00	
Total 01-1310:				105.64	.00	
01-5206						
SEAL ROCK WATER DISTRICT	080119	Mid-Coast Water Conservation Co	08/01/2019	2,300.00	.00	
Total 01-5206:				2,300.00	.00	
01-5271						
CHARTER COMMUNICATIONS	007859707191	Internet (Office)	07/19/2019	84.98	.00	
Total 01-5271:				84.98	.00	
01-5280						
XEROX CORPORATION	097488169	Xerox 3655X Print Charges	07/04/2019	21.99	.00	
XEROX CORPORATION	097488171	Xerox 7845 Print Charges (Black)	07/04/2019	34.98	.00	
XEROX CORPORATION	097488171	Xerox 7845 Print Charges (Color)	07/04/2019	279.40	.00	
Total 01-5280:				336.37	.00	
01-5290						
STAPLES BUSINESS ADVANTA	8055021108	Duracell Coppertop AA, Alkaline B	07/13/2019	13.99	.00	
STAPLES BUSINESS ADVANTA	8055021108	Post-it Notes,1-1/2", Canary Yello	07/13/2019	4.11	.00	
STAPLES BUSINESS ADVANTA	8055021108	Avery Preprinted Plastic Dividers,	07/13/2019	20.13	.00	
STAPLES BUSINESS ADVANTA	8055021108	Staples 50% Recycled 8.5" x 11"	07/13/2019	61.48	.00	
STAPLES BUSINESS ADVANTA	8055021108	Astrobrights Multipurpose Paper,	07/13/2019	10.10	.00	
STAPLES BUSINESS ADVANTA	8055021108	Staples 1.25" Binder Clips, Mediu	07/13/2019	2.31	.00	
STAPLES BUSINESS ADVANTA	8055021108	Staples 8.5" x 11" Copy Paper, 20l	07/13/2019	124.59	.00	
Total 01-5290:				236.71	.00	
01-5291						
US POSTAL SERVICE - WALDP	071919	Bulk Mailing	07/19/2019	901.35	.00	
Total 01-5291:				901.35	.00	
01-5310						
TCB SECURITY SERVICES INC.	227806	Answering/Dispatch Services Mon	07/29/2019	40.00	.00	
TCB SECURITY SERVICES INC.	227806	Level One Per Call Price	07/29/2019	17.60	.00	
Total 01-5310:				57.60	.00	
01-5610						
CENTRAL LINCOLN P.U.D.	072419	Utility Services x 15	07/24/2019	1,343.11	.00	
Total 01-5610:				1,343.11	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-5630						
LINCOLN COUNTY PAROLE & P	652	Landscaping, washing outside of	07/03/2019	400.00	.00	
Total 01-5630:				400.00	.00	
13-5723						
CITY OF NEWPORT	073019	Mid-Coast Water Planning Partner	07/30/2019	11,840.00	.00	
Total 13-5723:				11,840.00	.00	
Grand Totals:				17,605.76	.00	

Dated: July 30, 2019

General Manager: A. Nuck

Dated: _____

Treasurer: _____

Report Criteria:

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

6

**SEAL ROCK WATER DISTRICT
MINUTES OF THE
Regular Board Meeting
July 11, 2019**

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6 **Call Regular Board Meeting:**

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8 President John Garcia called the regular board meeting to order at 4:00 p.m., Thursday, July 11, 2019.

9
10 **Present:**

11
12 Commissioner John Garcia, President; Commissioner Glen Morris, Treasurer; Commissioner Rob Mills, member;
13 Commissioner Karen Otta, member. Staff: Adam Denlinger, General Manager; Joy King, Office Manager. Jeff Hollen,
14 Legal Counsel. See sign in sheet for public attendance.

15
16 **Excused Absences:** Commissioner Sandra Mies-Grantham

17
18 **Announcements:** None

19
20 **Public Comments:** None

21
22 **Agenda Calendar:**

23
24 Items on the consent calendar are Invoice Lists for June/July 2019; June 13, 2019 Regular Board Meeting Minutes;
25 June/July 2019 Financial Report/Invoices to approve; USDA Project Monitoring Report No. 45; and General
26 Manager's Report. Commissioner Rob Mills motioned to approve the Consent Calendar. Motion was seconded by
27 Commissioner Glen Morris. Motion was carried 4 – 0.

28
29 **Discussion and Information Items:**

30
31 **Primary Source Water Project Update:**

32 The public comment period of the District's 404 joint permit with Department of State Lands (DSL) and US Army Corp of
33 Engineers closed on July 3, 2019. Three public comments were received to include comments from Oregon Department of
34 Fish and Wildlife (ODF&W), the Wetland Conservancy, and a Makai property owner. The comments include support of the
35 project but the commenters expressed concerns regarding streamflow, temperature, and impacts to coho. The consultants
36 and staff are putting together a technical response as a requirement of the permit process and will provide the response to
37 DSL within the 25-day response period.

38 The manager of the Wetland Conservancy feels that the District is not doing enough to educate the community of Beaver
39 Creek regarding the District's Project. On August 23, 2019, the Mid-Coast Water Shed Council will hold a field tour of the
40 Beaver Creek watershed area and has asked the GM, Adam Denlinger, to give a presentation on the District's Source
41 Water Project. This will be a good opportunity for an outreach by inviting the Beaver Creek community to join the tour and
42 attend the project presentation.

43
44 **Decision Items:**

45 **Bond Counsel Engagement Letter and Loan Authorizing Resolutions:**

46
47 Presented before the Board for review and approval were Bond Counsel Engagement Letter and four resolutions, with
48 regard to the District's Source Water Project.

49 Commissioner Karen Otta motioned to approve and execute Bond Counsel Engagement Letter in connection with the
50 proposed Revenue Bonds with USDA. Commissioner Rob Mills seconded the motion. Motion was carried 4 – 0.

51
52 Commissioner Karen Otta motioned to approve Resolution No. 0719-01, a Resolution of Seal Rock Water District, Oregon,
53 authorizing the issuance of Water Revenue Bonds for a total of not to exceed \$2,600,000, and providing for Publication of
54 Notice. Commissioner Rob Mills seconded the motion. Motion carried 4 – 0.
55 Included with Resolution No. 0719-01 is Exhibit A, Notice of Revenue Bond Authorization. This notice will be published in the
56 local newspaper on July 19, 2019, with a 60 days notice period. The notice also provides that "If written petitions, signed by
57 not less than five percent (5%) of the District's electors, are filed at the Office of the District on or before September 18, 2019
58 (the 61st day after the date of publication of the notice), the questions of issuing the revenue bonds shall be placed on the
59 ballot at the next legally available election date."

60
61 Commissioner Karen Otta motioned to approve Resolution No. 0719-02, a Resolution of the Seal Rock Water District, Oregon,
62 authorizing a borrowing to provide Interim Financing in an aggregate principal amount not to exceed \$9,096,000.
63 Commissioner Rob Mills seconded the motion. Motion was carried 4 – 0.

64 Commissioner Karen Otta motioned to approve Resolution No. 0719-03, in a USDA-RUS Bulletin 1780-27 Form, a
65 Resolution of the Board of Commissioners of the Seal Rock Water District Authorizing and Providing for the incurrence of
66 indebtedness for the purpose of providing a portion of the cost of acquiring, constructing, enlarging, improving, and or
67 extending its Beaver Creek Water Source Improvements in the amount of \$2,547,000. Commissioner Glen Morris
68 seconded the motion. Motion was carried 4 – 0.
69

70 Commissioner Karen Otta motioned to approve Resolution No. 0719-04, in a USDA-RUS Bulletin 1780-27 Form, a
71 Resolution of the Board of Commissioners of the Seal Rock Water District Authorizing and Providing for the incurrence of
72 indebtedness for the purpose of providing a portion of the cost of acquiring, constructing, enlarging, improving, and or
73 extending its Beaver Creek Water Source Improvements in the amount of \$6,549,000. Commissioner Glen Morris
74 seconded the motion. Motion was carried 4 – 0.
75

76 **Reports/Comments:**

77 USDA Letter of Conditions (LOC) executed on July 2, 2019.
78

79 One of the conditions the District has to comply with is to contribute \$112,000 annually to the Short-lived Assets
80 Replacement Account (SLARA). This could be used to replace assets with 5 to 15 years of life and it doesn't need approval
81 from USDA for funds to be expended.
82

83 Some of the things the Board needs to consider that affects the future rates to meet debt obligations are:
84 The annual savings from financing past debts which have been annually transferred to Capital Project Fund and Water
85 Source Fund estimated at \$230,000.
86 The savings in the cost of purchasing water from the City of Toledo which is between \$380,000 -\$400,000 annually.
87 The annual contribution to SLARA as a requirement of USDA which is about \$112,000.
88 The new annual contribution to Debt Service Reserve as a requirement of USDA for the Revenue Bond to be issued, which
89 is \$12,580.
90 The new O&M expenses in relation to the new water treatment system which we won't be able to actually quantify until after
91 a year of operations when actual data will be available.
92

93 **Schedule Strategic Planning Work Session – First Quarter of 2020:**

94
95 The District has signed a contract with Dig Deep, the consultants who will help guide the District in doing strategic planning
96 for the future. It was discussed that the work session should be in January or February. The GM will coordinate the date of
97 the work session when all Board members will be able to attend. The work session will be between 4-6 hours to be
98 attended by the consultants, attorney, Board, and staff. The District will establish vision and priorities. These priorities
99 include updating the Master Plan which will become obsolete when the Source Water Project is completed; completing a
100 rate study, updating the District map book and upgrading the smaller and fragile lines in various locations.
101

102 **Recessed Regular Board Meeting to go into Executive Session:**

103 President John Garcia recessed the regular board meeting at 5:05 pm and called the Executive Session to order per ORS
104 192.660(2)(h) To consult with legal counsel concerning the legal rights and duties of a public body with regards to current
105 litigation or litigation likely to be filed; and (e) To conduct deliberations with persons designated by the governing body with
106 regards to real property transactions.
107

108 **Adjourned Executive Session and Reconvened the Regular Session:**

109 President John Garcia adjourned the Executive Session at 5:40 p.m. and reconvened the Regular Session.
110 The Board discussed to recess the regular board meeting to reconvene when more information is available from a property
111 owner who will come from Florida to meet with the GM to discuss easement on her property in the Makai community.
112

113 **Recess:** President John Garcia recessed the meeting at 5:45 p.m.
114

115 **Next Board Meeting:** August 8, 2019, at 4:00 p.m. Regular Board Meeting.
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24 Approved by Secretary _____ Date _____
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**SEAL ROCK WATER DISTRICT
MINUTES OF THE
Reconvened Regular Board Meeting
August 1, 2019**

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Reconvene Regular Board Meeting:

President John Garcia reconvened the recessed regular board meeting to order at 2:23 p.m., Thursday, August 1, 2019.

Present:

Commissioner John Garcia, President; Commissioner Glen Morris, Treasurer; Commissioner Rob Mills, member; Commissioner Sandra Mies-Grantham, member. Staff: Adam Denlinger, General Manager; Joy King, Office Manager, Jeff Hollen, Legal Counsel. See sign in sheet for public attendance.

Recessed reconvened Regular Board Meeting to go into Executive Session:

President John Garcia recessed the reconvened recessed regular board meeting at 2:24 pm and called the Executive Session to order per 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; and (e) To conduct deliberations with persons designated by the governing body with regards to real property transactions.

Adjourned Executive Session and Reconvened the recessed Regular Session:

President John Garcia adjourned the Executive Session at 3:14 p.m. and reconvened the recessed Regular Session. Before the Board for approval was Resolution No. 0819-01, A resolution declaring the public need for, and exercising the power of eminent domain pursuant to ORS 264.210 and ORS 264.240, and in accordance with the procedures of ORS Chapter 35, the acquisition of temporary easements and permanent easements for a water intake facility and pump station, fencing, permanent easements for a water intake facility and pump station, fencing, transformer box, optic manhole covers, a treated water line, a raw water line, a discharge water line, a tracer wire, and a conduit pipe for fiber optic cable, electrical and communication lines, (as described further herein), necessary for the Seal Rock Water District water supply, and authorizing the Seal Rock Water District's attorneys to commence eminent domain proceedings as needed. President John Garcia motioned to approve Resolution No. 0819-01, Commissioner Glen Morris seconded the motion. Motion carried 4 – 0. Commissioner Rob Mills motioned to authorize the General Manager, Adam Denlinger to hire an appraiser to do an appraisal of the properties needed for the Beaver Creek Source Water Project. Commissioner Glen Morris seconded the motion. Motion carried 4 – 0.

Other Items Discussed:

The GM, Adam Denlinger is working with the City of Newport, City of Siletz, and City of Toledo to issue a Press Release requesting that customers conserve water due to low flow on the Siletz River. Representatives from the District and the Cities will attend the county board meeting to discuss with the County Commissioners to seek approval from the governor to declare Lincoln County as a drought area. The Water Master has already issued to junior water permit holder to stop drawing water from the Siletz River.

Adjournment: President John Garcia adjourned the meeting at 5:25 p.m.

Next Board Meeting: August 8, 2019, at 4:00 p.m. Regular Board Meeting.

Approved by Secretary _____ Date _____

Monthly Statistics		Comments				
Total customers	2583	Includes new connection Less Abandoned / Forfeited meter plus 3 SRWD meters (shop X 2 & office) plus 1 Hydrant meter				
New connections	4					
Reinstalls	0					
Abandonments / Forfeitures / Meter Removed	0					
Financial Report		Checking/MM	LGIP/PFMA	Fund Balances	Comments	
General	\$163,850.03	\$19,641.99	\$183,492.02			
Bond	\$380,711.25	\$0.00	\$380,711.25			
Capital Projects	\$256,455.76	\$433,242.92	\$689,698.68		\$2,691,821.79 G.O. Bond Proceeds;	
Revenue Bond	\$2,715.44	\$8,767.34	\$11,482.78			
Rural Development Reserve	\$0.00	\$54,291.30	\$54,291.30			
Dist. Office/Shop Reserve	\$2,526.17	\$138,624.66	\$141,150.83			
Depreciation Reserve	\$0.00	\$208,237.98	\$208,237.98			
SDC (formerly SIP)	\$0.00	\$421,979.37	\$421,979.37		\$944,463.00 SDC collections thru 7/31/19	
Water Source Improvement Rsrv	\$0.00	\$879,065.12	\$879,065.12			
TOTALS	\$806,258.65	\$2,163,850.68	\$2,970,109.33			
General Fund Review		Current	FYTD	Budgeted Amount	Comments	
Revenue	\$181,752.12	181,752.12	\$2,533,700.00			
Expenses	\$91,854.87	91,854.87	\$2,533,700.00		Contingency \$100,000; Transfers \$640,000. Total expenses budgeted \$1,893,700.	
Net Gain or (Loss) from Operations	\$89,897.25	\$89,897.25				
Water Sales Revenue Comparison		Month	FYTD	Comments		
Projected Water Sales	\$164,941	\$164,941		Leak Adjustments & Billings Adjustments (YTD = July - June)		
Actual + In Lieu of Water Sales Less H2O CR	\$171,790	\$171,790		Less: Billing Adj YTD \$0.00; Leak Adj YTD \$33.05		
Over or (Under)	\$6,849.75	\$6,849.75		TOTAL YTD ADJUSTMENTS \$33.05		
Gallage Comparison		Current	Prior Year	Cost Comparison	Current	Prior Year
Gallons Purchased	11,919,000	11,937,000	Toledo Charges	\$38,714.75	\$40,585.80	
Gallons Sold (includes accountable loss)	10,228,415	9,304,772	SRWD Sales	\$166,823.36	\$165,530.28	
Variance %	14.18%	22.05%	Ratio: Sales/Cost	4.31	4.08	
Accountable Water Loss (gallons)	725,000		City of Newport Intertie Usage		0	
Approval To Pay Bills		Payroll 7/5/19 \$20,216.97	Payroll 7/19/19 \$21,940.87			
Month of:	July	(after meetings)	August			
	GF A/P	\$18,648.28	GF A/P	\$47,440.80	up to 8/2/19	
	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	\$0.00	Prelim. MP- Phase 4(USDA)	\$1,320.00		
Midcoast Water Planning Partnership contrib	SDC Fund	\$11,840.00	SDC Fund	\$0.00		
	SRWD Funded	\$0.00	SRWD Funded	\$0.00	Midcoast Water Conservation Consortium	
Monthly Accrual Statistics		Beg. Balance	Accrued	Used/Paid	Balance	
	6/30/2019				7/31/2019	
Office Overtime Hours (2-01)	0.00	0.00	0.00	0.00		
Field Overtime Hours (2-02)	0.00	5.50	5.50	0.00		
PTO (3-01)	2135.38	121.86	112.50	2144.74		
Comp Time (9-01 / 9-02)	146.89	16.13	9.76	153.26		



PO Box 190 · 1037 NW Grebe Street · Seal Rock, Oregon 97376
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Seal Rock Water District

General Manager's Report:
 Board Meeting August 8, 2019

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:

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

- 100% final design and contract document have been completed by the engineer.
- Contract documents have been approved by USDA-RD in preparation for advertisement.
- District staff, Bond Counsel and representatives with USDA-RD are reviewing finance document for compliance with the Letter of Conditions (LOC).
- Staff is also working with representatives from USDA-RD, the District's finance consultant, and Bond Counsel in preparation for Phase-4 interim financing.
- Final design is also in statutory review by the State of Oregon, Health Authority (OHA) Department.
- Lincoln County Conditional Use Permit process has completed the public comments period with no comments and is currently in administrative review.
- Project review and approval by Oregon Health Authority has been received.
- District counsel and staff are working with property owner to address concerns related to easement access.

STAGE-2 REGIONAL COMMUNITY WATER CURTAILMENT NOTIFICATION:

Low streamflow is currently forecasted to continue in the Siletz River, a water source relied upon by the communities of Newport, Toledo, Siletz and Seal Rock. In addition to impacting drinking water supplies, low streamflow can have significant impacts on farm, forest, recreation, and natural resources sectors.

Preparation and timely response to low streamflow conditions are vital to the health and safety of our communities. As a proactive measure the City of Newport has voluntarily suspended pumping water from the Siletz River until the City's reservoirs reach a critical stage, at which time pumping will have to resume.

The City of Newport, City of Toledo, City of Siletz and Seal Rock Water District are asking our customers to conserve water to reduce our demand for Siletz River water. Specifically, we are asking customers to voluntarily:

- Minimize outdoor irrigation. If irrigation is necessary, please do so during the hours of 10:00 pm and 8:00 am.

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

Adam Denlinger, General Manager

adenlinger@srwd.org

www.srwd.org

- Refrain from washing cars (except at commercial establishments that recycle or reuse water in the cleaning process), equipment, and impervious surfaces, such as pavement.
- Refrain from filling pools and ponds.
- Avoid nonessential uses of water for such activities as recreation, remodeling, construction, and cleaning, unless absolutely necessary for public health or safety.

We appreciate the support and cooperation of the community as we respond to low streamflow conditions. Reducing the amount of water we remove from coastal streams, many of which are already impaired as a result of drought conditions, translates to better stream health and a more sustainable water supply for the future. Taking action to reduce our demand on the Siletz River now also makes it less likely that we will need a greater level of water conservation later this summer.

We are monitoring conditions, along with the state's natural resource and public safety agencies (including the Oregon Water Resources Department (OWRD) and the Oregon Office of Emergency Management), and we will provide updates as needed.

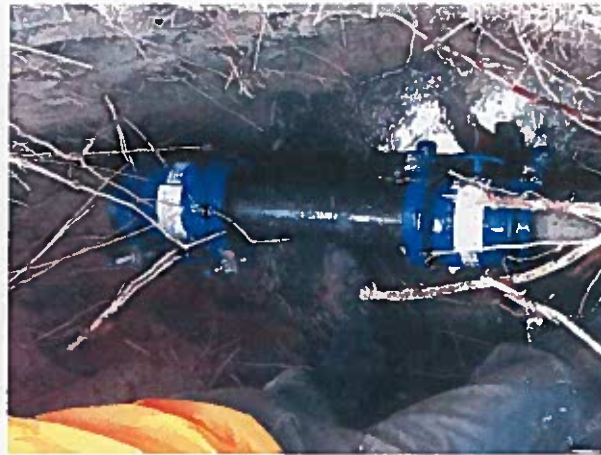
Additional ways to conserve water in and around your home include:

- When washing dishes by hand, don't let the water run while rinsing. Fill one sink with wash water and the other with rinse water.
- Some refrigerators, air conditioners and ice-makers are cooled with wasted flows of water. Consider upgrading with air-cooled appliances for significant water savings.
- Adjust sprinklers so only your lawn is watered and not the house, sidewalk, or street.
- Run your clothes washer and dishwasher only when they are full. You can save up to 1,000 gallons a month.
- Choose shrubs and groundcovers instead of turf for hard-to-water areas such as steep slopes and isolated strips.
- Check your faucets, toilets, and irrigation systems for leaks.
- Turn off the water while brushing your teeth and save 25 gallons a month.
- Install covers on pools and spas and check for leaks around your pumps.
- Use the garbage disposal sparingly. Compost vegetable food waste instead and save gallons every time.
- Plant in the fall when conditions are cooler, and rainfall is more plentiful.
- Monitor your water bill for unusually high use. Your bill and water meter are tools that can help you discover leaks.
- Water your lawn and garden in the early morning or late evening when temperatures are cooler to minimize evaporation.
- Know where your master water shut-off valve is located. This could save water and prevent damage to your home.
- Install an instant water heater near your kitchen sink so you don't have to run the water while it heats up.
- Turn off the water while you wash your hair to save up to 150 gallons a month.

EMERGENCY WATER MAINLINE REPLACEMENT BAYSHORE COMMUNITY:

Recently District crews have responded to several emergency water main repairs in the south end of the system. Crews were called out on three separate occasions in response to mainline leaks in Bayshore and Highland communities.

In the early hours of June 26th crews were dispatched to a report of no water on Canoe Street in Bayshore. Crews discovered that the 4-inch mainline serving this area had ruptured. Condition of the pipe is extremely poor and is likely more widespread. After further evaluation of the system consideration for replacing a short section on mainline was recommended using internal forces to facilitate permanent repair.



Canoe Street Waterline June 26, 2019:

Temporary Repair June 26, 2019:

Due to extensive deterioration of the 4-inch AC mainline, emergency replacement to avoid further disruption in service and property damage has begun. Because these are relatively short sections of mainline, replacement can be accomplished using internal forces. Emergency replacement of the mainline on Canoe Street includes 4-inch High Density Polyethylene Pipe (HDPE) consistent with the District's design standards.

OTHER NOTABLE ACTIVITIES FOR THE MONTH INCLUDE:

- Attended Mid-Coast Integrated Water Resources Coordinating Committee meeting on July 15th.
- Attended Climate Change Toolbox Webinar hosted by OWRD on July 12th.
- Reviewed Easement and access agreements related to Phase-4 improvements.
- Met with property owners involved in the District's source water project.
- Coordinated replacement of mainline on Canoe Street in the Bayshore Community.
- Provided project presentation and update to the Pacific Shores HOA on July 27th.
- Attended on site Beaver Creek water quality field data collection meeting with consultants July 24th.
- Coordinated with representative from Sen. Arnie Roblan's office in support of this year's annual Coastal Caucus.
- At the request of the Newport City Manager, attended the Newport City Council Work Session on June 17th.
- Hosted the Mid-Coast Water Conservation Consortium on July 29th.
- Met with engineers and consultants to review Phase-4 improvements schedule.
- Assisted City of Newport and OWRD in interviewing Planning Coordinator candidate.

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

Adam Denlinger, General Manager

adenlinger@srwd.org

www.srwd.org

July 2019

Seal Rock Water District, Oregon, Phase IV Water Supply Project

Task Order No. 6 for Follow-Up Engineering Support for the Final Design

Task Order 6 is to be performed under the Agreement between Seal Rock Water District, Oregon (hereafter, "OWNER"), and CH2M HILL Engineers, Inc. (hereafter "ENGINEER"), with an effective date of July 2, 2018, for the Beaver Creek Water Supply Project, Phase IV Improvements. The Agreement is for Professional Services, as a Task Order Edition.

Task Order 6 is for final design follow-up and revisions. This task order shall have an effective date of July 1, 2019.

Scope of Work

The scope of work for Task Order 6 consists of the following:

- Coordination with and modifications to design to accommodate Consumer Power Inc.'s additions to the project. CPI requested the installation of a conduit in the common trench with the pipelines and SCADA conduit that was in the design along South and North Beaver Creek Roads. The OWNER agreed to this addition as it will mean some cost savings for the OWNER (by cost-sharing for the trench) and will contribute to the reliability of CPI's power to the OWNER. The scope of work involves meeting with CPI representatives to understand their request, exchanging drawings with them to get CPI's mark-ups, reviewing these to determine their integration into the bid document, and modifying the Bid Form in the bid document to solicit bidder information on the cost associated with the CPI work.
- High-level evaluation of optional routes for the raw water transmission line through the private property to the north of North Beaver Creek Road. The property owner expressed a reluctance to sign the easement agreement and the ENGINEER evaluated optional routes and their potential impacts and costs in support of the OWNER's decision-making. The high-level deliverable consists of a tabular summary of comparative lengths and costs. The ENGINEER's work included evaluation of easement considerations for the three routes.
- Reevaluation of the hydraulics for the raw water transmission and the backwash waste discharge line to determine if the pipeline appurtenances that were located on the private property in the final design could be relocated off the private property, to help facilitate the easement negotiations and to lessen possible future issues with operations and maintenance activities. Assuming that adjustments can be made, this task includes modifications to the final design drawings for the bid document for the pipeline plan and profile in this area.
- Addition of potable water services to three private property owners, to allow the OWNER to include these services as part of their easement negotiations. This change required hydraulic analyses to determine impacts to the potable water line that was included in the original final design, which was sized only for service to the safety shower and eyewash in the intake building. The change also requires modifications to the drawings and possibly specifications, including the plan and profile drawings and detail drawings for the bid document.
- Project management services related to above items and general engineering support requests from OWNER. Assumes 16-24 hours per month until bid period begins, which may be 3 months.

Budget

The work shall be completed on an hourly basis for an amount not to exceed \$50,000 without prior approval by the OWNER.

Schedule

The budget assumes that the period of construction is from July 2019 through January 2020.

Signatures

Seal Rock Water District

By _____

Date _____

CH2M HILL Engineers, Inc.

By  _____

Date 7/20/19 _____

July 2019

Seal Rock Water District, Oregon, Phase IV Water Supply Project

Task Order No. 7 for Permitting Assistance through Bidding and Construction

Task Order 7 is to be performed under the Agreement between Seal Rock Water District, Oregon (hereafter, "OWNER"), and CH2M HILL Engineers, Inc, (hereafter "ENGINEER"), with an effective date of July 2, 2018, for the Beaver Creek Water Supply Project, Phase IV Improvements. The Agreement is for Professional Services, as a Task Order Edition.

Task Order 7 is for permitting support that may be needed during the bid advertisement period and during construction. This task order shall have an effective date of July 1, 2019.

Background and Assumptions

ENGINEER has been providing permitting services for the project. The delay in moving from design to bidding and construction has resulted in additional tasks and time required to support permitting. Additionally, this task order provides permitting support to the OWNER during construction. It is based on the following assumptions:

- No significant changes to project components or layout; only a 3-6 month delay due to easement acquisition process (moving the bid date from August 2019 out by 3-6 months)
- No changes or additions to the Oregon Department of State Lands/US Army Corps of Engineers Joint Permit, only agency wrap up, coordination, and question response.
- No public hearing or appeals on the Conditional Use Permit or for general stakeholder engagement.
- Floodplain development permit will be able to proceed without changes, with only delay for condemnation and the possible need for Landowner authorization via easement language instead of signature.
- County Road right of way permit will proceed as planned.
- The Electrical Building is not exempt from a county building permits due to height.
- The construction contractor will obtain all trade permits – mechanical, electrical, and plumbing.
- All remaining permit applications will have one round of client comment and review.
- The OWNER will pay permit fees.
- This amendment accounts for 10 hours per month on-call permitting support through 2019, then 5 hours per month through 2020 and the first half of 2021. These are estimates, only, and actual time may vary depending on agency responses and contractor performance.

Scope of Work

The scope of work for this Task Order consists of the following:

- Coordination and agency response in support of issuance of the Oregon Department of State Lands/US Army Corps of Engineers Joint Permit, specifically the DSL Removal-Fill Permit and USACE 404 authorization.
- Demonstration of Conditional Use Permit (CUP) Condition Compliance to Lincoln County Planning.
- Obtain the Floodplain Development Permit (applies to both the intake and outfall parcels), including support for obtaining landowner authorization by easement, if signatures are not obtainable.
- Obtain County Road right-of-way (ROW) permit as planned.
- Complete updates to the 1200-C application related to construction timing. After obtaining the DEQ Land Use Compatibility Statement (LUCS), submit and obtain 1200-C.
- Provide on-call permitting support to respond to unexpected project needs, address agency concerns, respond to design team requests, and assist ongoing strategy discussions.
- Provide project management and coordination with the OWNER related to permitting.

Budget

The work shall be completed on an hourly basis for an amount not to exceed \$45,000 without prior approval by the OWNER.

Schedule

The budget assumes that the period of construction is from September 2019 through February 2021.

Signatures

Seal Rock Water District

By _____

Date _____

CH2M HILL Engineers, Inc.

By  _____

Date 7/20/19 _____



Change Order No. 2

Date of Issuance:	Effective Date:
Owner: Seal Rock Water District	Owner's Contract No.:
Contractor: WesTech	Contractor's Project No.: 23670A
Engineer: CH2M HILL (Jacobs)	Engineer's Project No.: 707765CH
Project: Phase IV Beaver Creek Water Supply	Contract Name: Membrane System Supply for Phase IV Beaver Creek Water Supply

The Contract is modified as follows upon execution of this Change Order:

Description: Additon of block and bleed valves to chemical clearing lines.

Attachments: 6-pages provided by WesTech, titled Block and Bleed Valves, dated July 17, 2019

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$ 922,808</u>	Original Contract Times: Per schedule in Request for Proposals
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : <u>\$ -32,707</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : No change
Contract Price prior to this Change Order: <u>\$ 890,038</u>	Contract Times prior to this Change Order: No change
[Increase] [Decrease] of this Change Order: <u>\$ +8,647</u>	[Increase] [Decrease] of this Change Order: No change
Contract Price incorporating this Change Order: <u>\$ 898,685</u>	Contract Times with all approved Change Orders: No change

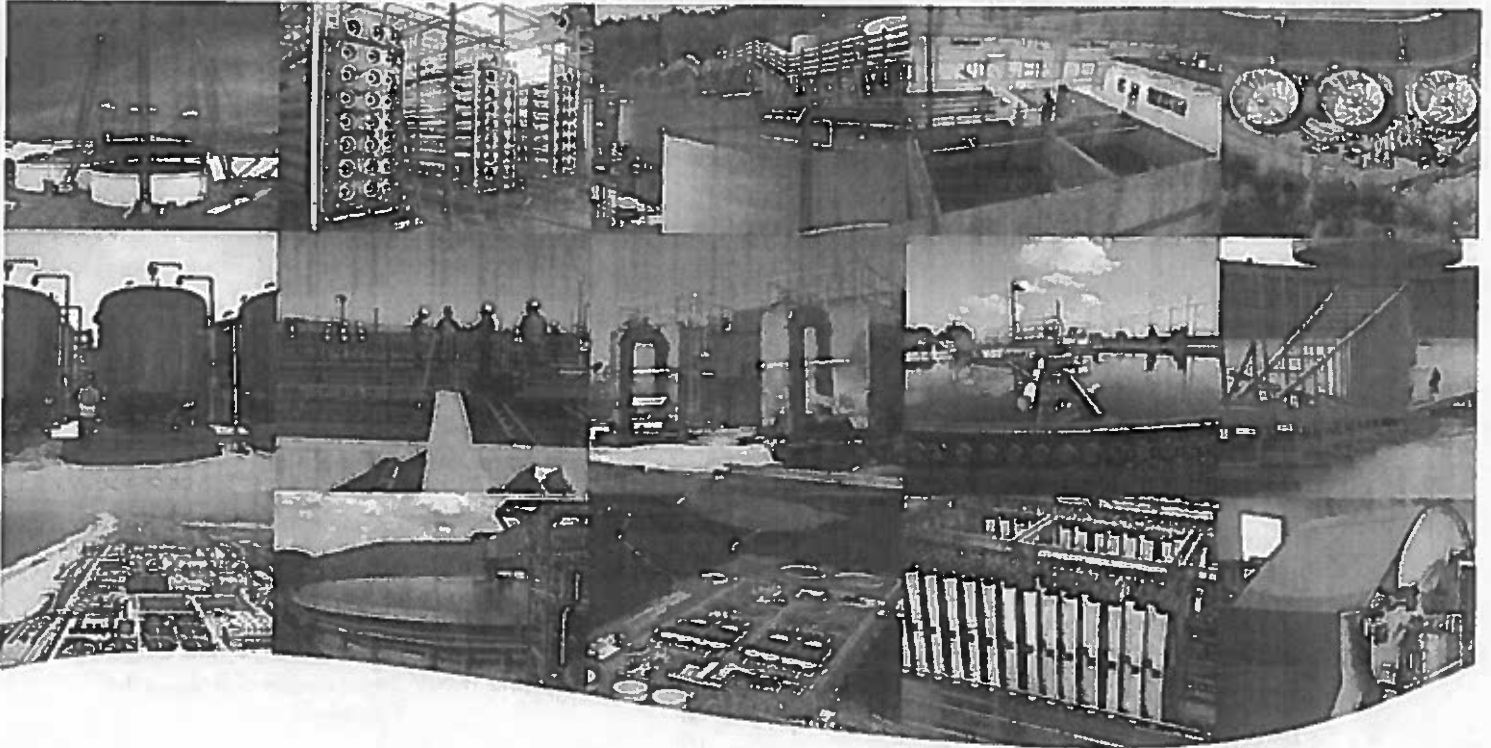
RECOMMENDED:
 By: [Signature]
 Engineer (if required)
 Title: Project Manager
 Date: July 23, 2019

ACCEPTED:
 By: _____
 Owner (Authorized Signature)
 Title _____
 Date _____

ACCEPTED:
 By: [Signature]
 Contractor (Authorized Signature)
 Title: VICE PRESIDENT
 Date: 7.24.19

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



Block and Bleed Valves

Beaver Creek Water Supply, Seal Rock Water District

Owner

Seal Rock Water District
Adam Denlinger, Manager
P.O. Box 190
1037 N.W. Grebe Street
Seal Rock, Oregon 97376

Engineer

CH2M Hill Engineers, Inc. and
Jacobs Engineering Group
Paul Berg
paul.berg@jacobs.com
Corvallis, Oregon

Furnished by

Melissa Nichols, P.E.
mnichols@westech-inc.com

Keslee Carson

kcarson@westech-inc.com

Represented by

Goble Sampson Associates
Doug Allie
22526 SE 64th Place, #240
Issaquah, WA 98027
dallie@goblesampson.com
425-392-0491

WESTECH

Proposal No.: 23670ACO.2
Wednesday July 17th, 2019



Item A: Double Block and Bleed Assemblies

As a cross-connection control strategy, WesTech is offering block and bleed valve assemblies for the two CIP return, membrane inlet, backwash supply, and filtrate connections for each filtration train. During a CIP, MC, or CEBW, when there is chemical solution in the unit, two in-line butterfly valves will close and a bleed valve will open to drain the line pressure from the pipe spool and prevent any chemical solution from leaking past the valve and into the feed or filtrate/backwash piping off-skid.

This strategy is used as a safety control measure to prevent cleaning chemicals from reaching the feed or filtrate streams. If selected, the system design will be modified to account for additional pneumatically-actuated valves.

Scope of Supply – Block and Bleed Assemblies

Item	Quantity	Description	Brand (or equal)
Blocking valves	1 additional block valve /assembly	Pneumatically actuated butterfly valves	Bray
Bleed valve	1/assembly	½" pneumatic ball valve	Asahi
Accessories	-	Pipe spool and hardware to mount to skid nozzles	-

Commercial Firm Proposal

Proposal Name: Membrane Filtration Equipment for Beaver Creek Water Supply, Seal Rock Water District; Project 676178
Proposal Number: 23670A Change Order 2, Block and Bleed Valves
Date: Wednesday July 17th, 2019

1. Bidder's Contact Information

Company Name	WestTech Engineering, Inc.
Contact Name	Melissa Nichols, P.E.
Phone	801.265.1000
Email	mnichols@westech-inc.com
Address: Number/Street	3665 S West Temple
Address: City, State, Zip	Salt Lake City, UT 84115

2. Pricing

Currency	US Dollars
Scope of Supply	
Item A – Block and Bleed Assemblies	\$8,647
Total	\$8,647

Prices are for a period not to exceed 365 days from date of proposal.

Field Service

Included Field Service	Same as Original Bid
Daily Rate for Field Service in Excess	\$1200

Prices do not include field service unless noted, but it is available at the daily rate plus expenses. Travel will be billed at the daily rate. Any canceled charges due to the customer's request will be added to the invoice. The greater of visa procurement time or a two week notice is required prior to trip departure date.

Taxes (sales, use, VAT, IVA, IGV, duties, import fees, etc.)	Not Included
--	--------------

3. Proposed Payment Terms, Percentage of Total Contract

	Same as Original Bid
--	----------------------

All payments are net 30 days. Partial shipments are allowed. Other terms per WestTech proforma invoice.

4. Equipment Schedule

	Same as Original Bid
--	----------------------

5. Freight

Incoterms 2010	FOB Jobsite, Full-Freight Allowed
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This proposal has been reviewed and is approved for issue by Melissa Nichols on July 17, 2019.



Terms & Conditions

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WestTech Engineering Inc. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

1. Specifications: WestTech Engineering Inc. is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

2. Items Included: This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

3. Parties to Contract: WestTech Engineering Inc. is not a party to or bound by the terms of any contract between WestTech Engineering Inc.'s customer and any other party. WestTech Engineering Inc.'s undertakings are limited to those defined in the contract between WestTech Engineering Inc. and its direct customers.

4. Price and Delivery: All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WestTech Engineering Inc. or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WestTech Engineering Inc. of any damage or shortage within forty-eight hours of receipt, and failure to so notify WestTech Engineering Inc. shall constitute acceptance by Purchaser, relieving WestTech Engineering Inc. of any liability for shipping damages or shortages.

5. Payments: All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WestTech Engineering Inc. is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

6. Payment Terms: Credit is subject to acceptance by WestTech Engineering Inc.'s Credit Department. If the financial condition of the Purchaser at any time is such as to give WestTech Engineering Inc., in its judgment, doubt concerning the Purchaser's ability to pay, WestTech Engineering Inc. may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WestTech Engineering Inc. until such payment has been received.

7. Escalation: If shipment is, for any reason, deferred by the Purchaser beyond the normal shipment date, or if material price increases are greater than 5% from proposal date to material procurement date, stated prices set forth herein are subject to escalation. The escalation shall be based upon increases in labor and material and other costs to WestTech Engineering Inc. that occur in the time period between quotation and shipment by WestTech Engineering Inc. Purchaser agrees to this potential escalation regardless of contradicting terms in the contract, except when an agreed upon escalation adder is included in the price.

(a) The total quoted revised price is based upon changes in the indices published by the United States Department of Labor, Bureau of Labor Statistics. Labor will be related to the Average Hourly Earnings Indices found in the Employment and Earnings publication. Material will be related to the Metal and Metal Products Indices published in Wholesale Prices and Prices Indices.

(b) Price revision for items furnished to, and not manufactured by WestTech Engineering Inc., which exceed the above escalation calculation, will be passed along by WestTech Engineering Inc. to Purchaser based upon the actual increase in price to WestTech Engineering Inc. for the period from the date of quotation to the date of shipment by WestTech Engineering Inc. Any item that is so revised will be excluded from the index escalation calculations set forth in subparagraph (a) above.

8. Approval: If approval of equipment submittals by Purchaser or others is required, a condition precedent to WestTech Engineering Inc. supplying any equipment shall be such complete approval.

9. Installation Supervision: Prices quoted for equipment do not include installation supervision. WestTech Engineering Inc. recommends and will, upon request, make available, at WestTech Engineering Inc.'s then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by WestTech Engineering Inc. or installed in accordance with WestTech Engineering Inc.'s instructions, and inspected and accepted in writing by WestTech Engineering Inc., rests entirely with Purchaser; and any work performed by WestTech Engineering Inc. personnel in making adjustment or changes must be paid for at WestTech Engineering Inc.'s then current per diem rates plus living and traveling expenses.

WestTech Engineering Inc. will supply the safety devices described in this proposal or shown in WestTech Engineering Inc.'s drawings furnished as part of this order but excepting these, WestTech Engineering Inc. shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless WestTech Engineering Inc. from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by WestTech Engineering Inc. or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

10. Acceptance of Products. Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WestTech Engineering Inc. within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by

WESTTECH

WesTech Engineering Inc. unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

11. Taxes: Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

12. Title: The equipment specified herein, and any replacements or substitutes thereof shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering Inc. until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering Inc.'s title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering Inc. may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering Inc. may suffer from any cause.

13. Insurance: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering Inc.'s benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

14. Shipments: Any shipment of delivery dates recited represent WesTech Engineering Inc.'s best estimate but no liability, direct or indirect, is assumed by WesTech Engineering Inc. for failure to ship or deliver on such dates.

WesTech Engineering Inc. shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering Inc. may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from WesTech Engineering Inc. that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering Inc. incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than WesTech Engineering Inc. or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering Inc.'s reasonable control and occurring at a location other than WesTech Engineering Inc. or its supplier's shipping points, WesTech Engineering Inc. assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering Inc. may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

15. Warranty: WESTECH ENGINEERING INC. WARRANTS EQUIPMENT IT SUPPLIES ONLY IN ACCORDANCE WITH THE WARRANTY EXPRESSED IN THE ATTACHED COPY OF "WESTECH WARRANTY" AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS WHICH IS MADE A PART HEREOF. SUCH WARRANTY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR

STATUTORY, WESTECH ENGINEERING INC. SHALL NOT BE LIABLE ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

16. Patents: WesTech Engineering Inc. agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering Inc. is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering Inc. needed information, assistance, and authority to enable WesTech Engineering Inc. to do so. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering Inc. shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering Inc. will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at WesTech Engineering Inc.'s request. The foregoing states the entire liability of WesTech Engineering Inc., with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering Inc. assumes no responsibility for process patent infringement.

17. Surface Preparation and Painting: If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering Inc. will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. WesTech Engineering Inc. assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

Motors, gear motors, and other components not manufactured by WesTech Engineering Inc. will be painted with that manufacturer's standard paint system. It is WesTech Engineering Inc.'s intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering Inc. encourages the Purchaser to order these components without primer.

WesTech Engineering Inc.'s prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering Inc. requests that Purchaser's order advise of the paint selection. WesTech Engineering Inc. will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

18. Cancellation, Suspension, or Delay: After acceptance by WesTech Engineering Inc., this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering Inc. to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering Inc.'s plant or elsewhere, shall be for Purchaser's

WESTECH

sole account; and all risks incidental to storage shall be assumed by Purchaser.

19. Return of Products: No products may be returned to WesTech Engineering Inc. without WesTech Engineering Inc.'s prior written permission. Said permission may be withheld by WesTech Engineering Inc. at its sole discretion.

20. Backcharges: WesTech Engineering Inc. will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering Inc.-furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering Inc. employee, by a WesTech Engineering Inc. purchase order, or work requisition signed by WesTech Engineering Inc.

21. Indemnification: Purchaser agrees to indemnify WesTech Engineering Inc. from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

22. Entire Agreement: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

23. Motors and Motor Drives: In order to avoid shipment delays of WesTech Engineering Inc. equipment, the motor drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

24. Extended Storage: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

25. Liability: Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of \$100,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering Inc. against which a claim is sought.

26. Arbitration Negotiation. Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

See front page

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____



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

Seal Rock Water District

DATE ACTION REQUESTED: August 8, 2019								
Ordinance		Resolution		Motion	X	Information		
Date Prepared: July 31, 2019				Dept.: Field Operation				
SUBJECT: Equipment Purchase				Contact Person for this Item: Adam Denlinger, General Manager adenlinger@srwd.org. 541-563-4447				

RECOMMENDED DISTRICT ACTION:

1. Approve a motion authorizing the District to purchase a rubber-tired backhoe.
2. Approve a motion authorizing the District to surplus one 1996 JCB Backhoe, VIN# SLP214FCTE0441774, and make the unit available to the public for sale or trade.

FINANCIAL IMPACTS:

During the 2018-2019 budget process, District Commissioners approved funding for the purchase of District equipment with transfers to equipment reserves of \$50,000.

DISTRICT GOAL:

Prioritize challenges that must be overcome to assure successful operations dependent upon effective equipment.

BACKGROUND:

After completing a thorough evaluation of the Districts rubber-tired backhoe, staff feel that now would be a good time to replace the unit while there is still value to another agency. Currently operations staff use this unit loading and unloading materials at the Lost Creek Tank Site. This unit is becoming maintenance intensive and replacement parts have become difficult to obtain. Due to its age and condition, this unit is becoming fatigued to the point that extensive maintenance/repair will be necessary to continue the safe operation of the unit.

The market for used equipment presents the District with the opportunity of purchasing a preowned backhoe at an economical value. Employee safety is the primary concern and is a key consideration for the purchase of this unit.

A. Denlinger

Submitted By:

Adam Denlinger, General Manager

Quality used equipment for sale

2012 JOHN DEERE 310K

Description:	BACKHOE/LOADER 60-90HP 4WD CAB EXT-A-HOE
Serial #:	1T0310KXECE223059
Meter:	2,416
Equipment #:	10061928
Location:	267 - SALEM, OR
Price:	\$47,474 USD

UNITED RENTALS (Store 267)

3362 SILVERTON ROAD NE

SALEM, OR 97301

Mon-Fri: 7:00AM-5:00PM Sat: CLOSED Sun: CLOSED

Sales Contact:

800.877.3687

equipmentsales@ur.com



UnitedRentals.com | 800.UR.RENTS

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For terms and conditions, visit unitedrentals.com/en/customer-care/terms/ur1/disclaimer

BACKHOE
2012 JOHN DEERE 310SK
\$39,500

☎ 1-360-419-4711

UNIT LOCATED AT

420 East Hickox Road Mount Vernon, WA 98273



[HOME](#) / [USED EQUIPMENT](#) / 2012 JOHN DEERE 310SK

QUICK STATS

- | | | |
|-------------------|--------------------|-------------------------------|
| • Condition: Used | • Make: John Deere | • Location: Mount Vernon, WA |
| • Year: 2012 | • Model: 310SK | • Serial #: 1T0310SKHCE229835 |
| • Type: Backhoe | • Hours: 6957 | |

2012 JOHN DEERE 310SK IMAGE GALLERY

