

1

SEAL ROCK WATER DISTRICT  
Regular Board Meeting  
Thursday, September 12, 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                        | August/September 2019 |
| • Board Meeting Minutes               | August 8, 2019        |
| • Financial Report / Approve Invoices | August/September 2019 |
| • USDA Project Monitoring Report #47  | September 2019        |
| • General Manager's Monthly Report    | August/September 2019 |

**4. Discussion and Information Items:**

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

**5. Decision Items:**

- Consider Lincoln County Multi-Jurisdictional Natural Hazards Mitigation Plan Update and IGA with Department of Land Conservation and Development (DLCD).  
Presented by: Adam Denlinger, General Manager

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

- General Manager will be away from the office the week of September 23<sup>rd</sup>.
- Stage-2 Joint Water Curtailment Public Notice
- The next meeting of the Mid-Coast Water Planning Partnership will be held on Thursday, September 19th from 4-8pm Please RSVP @ <https://bit.ly/mwpprsvp>

**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: October 10, 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
<b>01-5290</b>						
UMPQUA BANK CARDMEMBER	082119GF	Amazon: Label maker & doorstep	08/02/2019	73.74	.00	
Total 01-5290:				73.74	.00	
<b>01-5291</b>						
UMPQUA BANK CARDMEMBER	082119GF	Priority Mail: Appraiser fee check	08/02/2019	7.35	.00	
UMPQUA BANK CARDMEMBER	082119GF	Priority Mail	08/02/2019	14.70	.00	
Total 01-5291:				22.05	.00	
<b>01-5360</b>						
UMPQUA BANK CARDMEMBER	082119GF	Amazon: Canvas wall print for offi	08/02/2019	28.49	.00	
UMPQUA BANK CARDMEMBER	082119GF	Staff/Safety/Board Meeting suppli	08/02/2019	21.35	.00	
UMPQUA BANK CARDMEMBER	082119GF	Staff/Safety/Board Meeting suppli	08/02/2019	117.35	.00	
Total 01-5360:				167.19	.00	
<b>01-5410</b>						
UMPQUA BANK CARDMEMBER	082119GF	Stand Up Desk Store (Acoustic R	08/02/2019	1,128.51	.00	
Total 01-5410:				1,128.51	.00	
<b>01-5601</b>						
DORMERS EMBROIDERY & PR	31909	Gildan Hooded Sweatshirt 18500 i	08/13/2019	271.52	.00	
DORMERS EMBROIDERY & PR	31909	Gildan Hooded Sweatshirt 18500 i	08/13/2019	159.76	.00	
DORMERS EMBROIDERY & PR	31909	PC55 Port & Company - Core Ble	08/13/2019	70.00	.00	
DORMERS EMBROIDERY & PR	31909	PC55 Port & Company - Core Ble	08/13/2019	27.50	.00	
DORMERS EMBROIDERY & PR	31909	PC55 Port & Company - Core Ble	08/13/2019	84.00	.00	
DORMERS EMBROIDERY & PR	31909	PC55 Port & Company - Core Ble	08/13/2019	27.50	.00	
DORMERS EMBROIDERY & PR	31909	PC55 Port & Company - Core Ble	08/13/2019	10.50	.00	
DORMERS EMBROIDERY & PR	31909	PC55 Port & Company - Core Ble	08/13/2019	10.50	.00	
Total 01-5601:				661.28	.00	
<b>01-5621</b>						
BRADLEY WYNN	080919	Mileage Reimb. (25th Annual Sum	08/09/2019	147.32	.00	
BRADLEY WYNN	080919	Meal Reimb. (25th Annual Summe	08/09/2019	54.00	.00	
Total 01-5621:				201.32	.00	
<b>01-5630</b>						
LINCOLN COUNTY PAROLE & P	660	Seal Rock Water Tower - weeding	08/05/2019	100.00	.00	
LINCOLN COUNTY PAROLE & P	660	148th Street - weeding, hedging, c	08/05/2019	100.00	.00	
Total 01-5630:				200.00	.00	
<b>01-5632</b>						
LINCOLN COUNTY PUBLIC WO	5978	Fuel 7/1/19-7/31/19	08/01/2019	1,256.53	.00	
Total 01-5632:				1,256.53	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>03-5706</b>						
FERGUSON WATERWORKS (A	1-FINAL	AMI Water Metering Project Sche	08/07/2019	130,785.40	00	
Total 03-5706:				130,785.40	00	
<b>03-5711</b>						
SAALFELD GRIGGS PC	284052	Beaver Creek Project Phase 4 (R	08/08/2019	4,011.00	00	
Total 03-5711:				4,011.00	00	
<b>03-5717</b>						
UMPQUA BANK CARDMEMBER	080219CPF	Oregon Department of State Land	08/02/2019	125.00	00	
Total 03-5717:				125.00	00	
<b>03-5737</b>						
GSI WATER SOLUTIONS INC	0500 001-48	Phase 4 Beaver Creek Water Rig	08/12/2019	914.00	00	
GSI WATER SOLUTIONS INC	0500 004-5	Phase 4 Beaver Creek Streamflo	08/09/2015	3,591.40	00	
GSI WATER SOLUTIONS INC	0500 005-5	Phase 4 Beaver Creek Year 2 Mo	08/09/2019	414.00	00	
Total 03-5737:				4,919.40	00	
Grand Totals:				143,551.42	00	

Dated: AUGUST 14, 2019

General Manager: A. Wynn

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

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

Report Criteria:

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

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
<b>01-5620</b>						
FIRST STUDENT INC	81919	Commercial Charter Services for	08/19/2019	639.00	.00	
Total 01-5620				639.00	.00	
Grand Totals				639.00	.00	

Dated: AUGUST 22, 2019

General Manager: A. Winkler

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

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

*V. Jones*

**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
<b>01-1310</b>				
CELIA SWOBODA	082719	Refund Overpayment	08/27/2019	10.07
ELI ADAMIAN	081619	Refund Overpayment	08/16/2019	23.88
JOANN DEWEY	081619	Refund Overpayment	08/16/2019	37.29
KATE DANKS	082119	Refund Overpayment	08/21/2019	36.96
NORTHSTAR TIMBER LLC	081919	Refund Overpayment	08/19/2019	28.89
TONY WATERS	081919	Refund Overpayment	08/19/2019	21.14
Total 01-1310:				158.23
<b>01-5271</b>				
CHARTER COMMUNICATIONS	007859708191	Internet (Office)	08/19/2019	84.98
Total 01-5271:				84.98
<b>01-5291</b>				
PETTY CASH	082719	Postage	08/27/2019	47.15
US POSTAL SERVICE - WALDP	082119	Bulk Mailing	08/21/2019	891.73
Total 01-5291:				938.88
<b>01-5360</b>				
JESSE NOBLE	082319	Caterer for Beaver Creek Tour Lunch for 55 people	08/23/2019	695.69
JESSE NOBLE	082319	Beaver Creek Tour Lunch Gratuity	08/23/2019	139.14
PETTY CASH	082719	Fred Meyer: Plant pots & soil for office	08/27/2019	92.45
Total 01-5360:				927.28
<b>01-5361</b>				
PETTY CASH	082719	Oregon Water Resources Depart. Integrated Water Resources Strategy Manual	08/27/2019	40.00
Total 01-5361:				40.00
<b>01-5601</b>				
PETTY CASH	082719	Bi-Mart: Men's shirts for Brad Wynn	08/27/2019	74.97
Total 01-5601:				74.97
<b>01-5610</b>				
CENTRAL LINCOLN P U D.	082119	Utility Services x 15	08/21/2019	1,412.88
Total 01-5610:				1,412.88
<b>01-5621</b>				
PETTY CASH	082719	Meal Reimb. to Chris Sutherland/Rick Myers for Delivery of Vac Truck to Portland f	08/27/2019	31.58
Total 01-5621:				31.58
<b>01-5634</b>				
ANALYTICAL LABORATORY GR	118303	Coliform, Presence/Absence by SM 9223 B	08/13/2019	257.00
ANALYTICAL LABORATORY GR	118525	Coliform, Presence/Absence by SM 9223 B	08/16/2019	257.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total 01-5634:				514.00
03-5717				
OREGON DEPART. OF STATE L	61786-082619	Department of State Lands Mitigation Permit for Beaver Creek Water Supply Proje	08/26/2019	75.77
Total 03-5717:				75.77
13-5724				
DIG DEEP RESEARCH, LLC	1659	Basic Membership FYE2020	06/15/2019	20,000.00
Total 13-5724:				20,000.00
Grand Totals:				24,258.57

Dated: AUGUST 27, 2019

General Manager: A. Winkler

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

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

Report Criteria:

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

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**SEAL ROCK WATER DISTRICT  
MINUTES OF THE  
Regular Board Meeting  
August 8, 2019**

**Call Regular Board Meeting:**

Commissioner Karen Otta called the regular board meeting to order at 4:02 p.m., Thursday, August 8, 2019.

**Present:**

Commissioner John Garcia, President; Commissioner Glen Morris, Treasurer; Commissioner Sandra Mies-Grantham, Secretary; Commissioner Karen Otta, member. Staff: Adam Denlinger, General Manager; Trish Karlsen, Bookkeeper; Jeff Hollen, Legal Counsel. See sign in sheet for public attendance.

**Excused Absences:** Commissioner Rob Mills

**Announcements:**

Commissioner John Garcia and Commissioner Karen Otta will not be present at the September 2019 Board Meeting. Commissioner Glen Morris will not be present at the November 2019 Board Meeting. Adam Denlinger introduced to the Board Alexandria Scott, the new Mid-Coast Water Planning Partnership Water Planning Coordinator.

**Public Comments:** None

**Agenda Calendar:**

Items on the consent calendar are Invoice Lists for July/August 2019; July 11, 2019 and August 1, 2019 Regular Board Meeting Minutes; July/August 2019 Financial Report/Invoices to approve; USDA Project Monitoring Report No. 46; Phase-3 Final Pay Application for PRVs and General Manager's Report. Commissioner Sandra Mies-Grantham motioned to approve the Consent Calendar. Motion was seconded by Commissioner Glen Morris. Motion was carried 4 – 0 (note: Commissioner John Garcia was present at this time as the Agenda Calendar was considered after the Discussion and Information Items).

**Discussion and Information Items:**

Primary Source Water Project Update: We are continuing to work with our consultant, Department of State Lands and the Corps of Engineers to release our joint water permit. We responded to a number of comments from the community. The responses went out to the respondents and the Department of State Lands.

**Decision Items:**

Consider a motion authorizing the District to replace one 1996 JCB Backhoe: We have been having safety issues with the backhoe. It runs but the tires are locked in position. We can make it available for purchase. There is a used backhoe available in Salem. We are looking at purchasing preowned at or around \$45,000.00. Commissioner Glen Morris motioned to approve the purchase of a used replacement backhoe. Also motioned the approval to surplus one existing backhoe. Commissioner Sandra Mies-Grantham seconded the motions. Motions were carried 3 – 0 (note: Commissioner John Garcia was not present at the meeting at this time).

Consider a motion to approve task orders and Change Order No. 2 from Jacobs Engineering: Change Order No. 2 is for the addition of block and bleed valves to chemical cleaning lines for the membranes. Task Order No. 6 is for follow-up engineering support for the final design of Phase 4 Beaver Creek project. Task Order No. 7 is for permitting assistance through bidding and construction for Phase 4 Beaver Creek project. Commissioner Glen Morris motioned to approve Change Order No. 2. Commissioner Sandra Mies-Grantham seconded the motion. Motion was carried 3 – 0 (note: Commissioner John Garcia was not present at the meeting at this time).

**Reports/Comments:**

The District will host the Mid-Coast Water Planning Partnership Beaver Creek Field Tour on Friday, August 23, 2019 from 9 am to 3 pm. The tour is to see how the Beaver Creek watershed is managed by the Lincoln Soil and Water Conservation District, Mid-Coast Watershed Counsel and others.

63 The District will also host the Mid-Coast Water Planning Partnership Meeting in Siletz on Thursday, September 19,  
64 2019. Mid-Coast Water Planning Partnership is one of three pilots going on in the state. The other pilots are sending  
65 representatives to the mid-coast as part of a learning initiative. The conversation will be about water not only on the  
66 coast but throughout the state.

67  
68 The GM, Adam Denlinger will be attending the Oregon Coastal Caucus in Florence on August 21 where he will highlight  
69 the District's projects and the benefits to the region.

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71 The GM, Adam Denlinger reported to the Board that USDA issued a News Release nationally entitled "USDA Invests  
72 \$11.8 Million in Drinking Water Infrastructure for Rural Town of Seal Rock".

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74 The Board received an update from the District's Legal Counsel, Jeff Hollen, regarding progress on easement access  
75 agreements related to the District's source water project. Atty. Hollen also reported that he has been in contact with  
76 representatives from USDA-RD regarding federal compliance in the development of the easement agreement to ensure  
77 that the District is meeting all federal requirements.

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79 **Adjournment:** President John Garcia adjourned the meeting at 4:34 p.m.

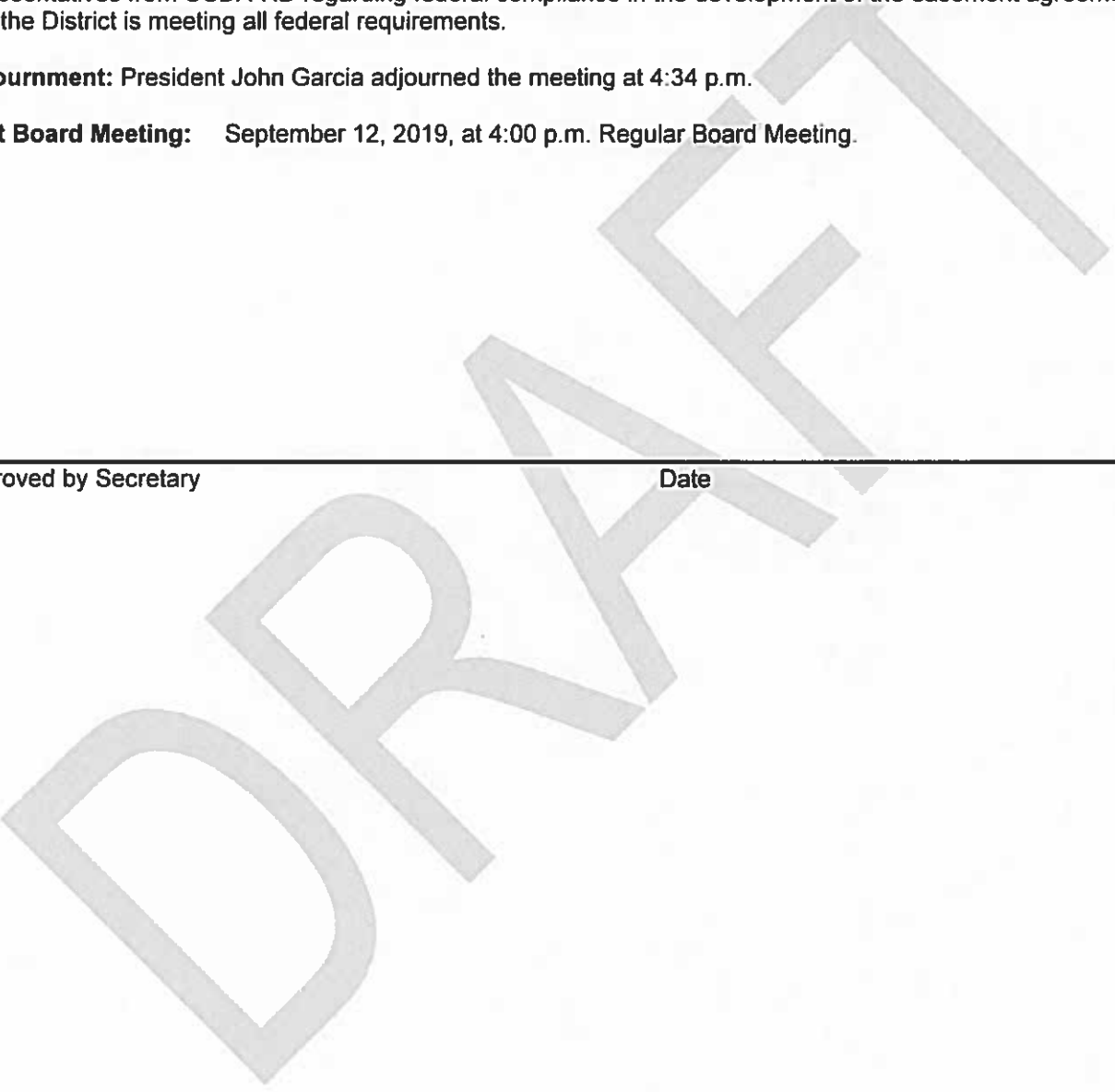
80  
81 **Next Board Meeting:** September 12, 2019, at 4:00 p.m. Regular Board Meeting.

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93 Approved by Secretary \_\_\_\_\_ Date \_\_\_\_\_

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Monthly Statistics		Comments				
Total customers	2584	Includes new connection Less Abandoned / Forfeited meter plus 3 SRWD meters (shop X 2 & office) plus 1 Hydrant meter				
New connections	1					
Reinstalls	0					
Abandonments / Forfeitures / Meter Removed	0					
Financial Report		Checking/MM	LGIP/PFMMA	Fund Balances	Comments	
General	1750.6.99	\$22,883.32	\$22,883.32			
Bond	\$386,926.30	\$0.00	\$386,926.30			
Capital Projects	\$238,279.19	\$433,535.21	\$671,814.40		\$2,691,821.79 G.O. Bond Proceeds	
Revenue Bond	\$2,715.78	\$8,768.47	\$11,484.25			
Rural Development Reserve	\$0.00	\$54,298.29	\$54,298.29			
Dist. Office/Shop Reserve	\$2,526.49	\$138,866.87	\$141,393.36			
Depreciation Reserve	\$0.00	\$208,376.97	\$208,376.97			
SDC (formerly SIP)	\$0.00	\$405,814.29	\$405,814.29		\$948,133.50 SDC collections thru 8/31/19	
Water Source Improvement Rsrv	\$0.00	\$880,187.93	\$880,187.93			
<b>TOTALS</b>	<b>\$630,447.76</b>	<b>\$2,152,731.35</b>	<b>\$2,783,179.11</b>			
General Fund Review		Current	FYTD	Budgeted Amount	Comments	
Revenue	\$191,282.67	373,034.79	\$2,479,200.00			
Expenses	\$125,989.50	217,844.37	\$2,479,200.00		Contingency \$100,000. Transfers \$448570. Total expenses budgeted \$1,930,630	
Net Gain or (Loss) from Operations	\$65,293.17	\$155,190.42				
Water Sales Revenue Comparison		Month	FYTD	Comments		
Projected Water Sales	\$174,034	\$338,975		Leak Adjustments & Billings Adjustments (YTD = July - June)		
Actual + In Lieu of Water Sales Less H2O CR	\$186,182	\$357,972		Less: Billing Adj YTD \$(1.25); Leak Adj YTD \$33.05		
Over or (Under)	\$12,147.58	\$18,997.33		TOTAL YTD ADJUSTMENTS \$31.80		
Gallage Comparison		Current	Prior Year	Cost Comparison	Current	Prior Year
Gallons Purchased	11,416,000	13,060,000	Toledo Charges	\$36,987.85	\$44,404.00	
Gallons Sold (includes accountable loss)	10,873,369	10,213,179	SRWD Sales	\$181,180.40	\$174,864.34	
Variance %	4.75%	21.80%	Ratio: Sales/Cost	4.90	3.94	
Accountable Water Loss (gallons)	27,979		City of Newport Intertie Usage		0	
Approval To Pay Bills		Payroll 8/2/19 \$20,880.85	Payroll 8/16/19 \$20,466.57	Payroll 8/30/19 \$20,880.84		
Month of:	August	(after meetings)	September			
	GF A/P	\$24,821.80	GF A/P	\$54,832.01	up to 9/9/19	
	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	\$7,662.50		
	AMI Project-Phase 3	\$0.00	AMI Project-Phase 3	\$455.90		
	Master Plan - Phase 3	\$0.00	Master Plan - Phase 3	\$0.00		
	MP - Phase 4 (IFA)	\$0.00	MP - Phase 4 (IFA)	\$875.25		
	Prelim. MP- Phase 4	\$75.77	Prelim. MP- Phase 4(USDA)	\$11,912.50		
Midcoast Water Planning Partnership contrib.	SDC Fund	\$0.00	SDC Fund	\$0.00		
	SRWD Funded	\$0.00	SRWD Funded	\$1,092.50	Midcoast Water Conservation Consortium	
Monthly Accrual Statistics		beg. Balance	Accrued	Used/Paid	Balance	
	7/31/2019				8/30/2019	
Office Overtime Hours (2-01)	0.00	2.50	2.50	0.00		
Field Overtime Hours (2-02)	0.00	2.00	2.00	0.00		
PTO (3-01)	2144.74	182.79	161.00	2166.53		
Comp Time (9-01 / 9-02)	153.26	39.75	12.00	181.01		

**Project Monitoring Report**

Type of Request x Final    Partial

Report Number 47

With Exhibit A and Invoices  
Date: 08/01/19-08/30/19

Borrower: SEAL ROCK WATER DISTRICT  
Address: P. O. Box 190 Seal Rock, Oregon 97376

**BUDGET ITEMS**

**STATUS**

**OF**

**BUDGET**

All entries under column b must be justified with an attachment. All entries under column e must be documented with attached invoice.	PROGRAMS		FUNCTIONS		ACTIVITIES		
	(a) Budgeted Amounts	(b) Budget Change	(c) Revised Budget	(d) Previous Total	(e) This Period	(d)+(e) TOTAL	
a. Administrative Expense- Preliminary		\$5,153	\$5,153	\$5,153		\$5,153	\$0
b. Preliminary Engineering- ER/PER		\$498,108	\$498,108	\$498,108		\$498,108	\$0
c. Geotechnical Studies				\$0		\$0	\$0
d. Land, Structures, Right-of-way						\$0	\$0
e. Civil West Engineering						\$0	\$0
1) Basic Engineering Svcs	\$563,763	(\$519,763)	\$44,000	\$44,000		\$44,000	\$0
2) Additional Services/Inspection	\$402,688	(\$62,099)	\$340,589	\$340,589		\$340,589	\$0
f. Other Engineering				\$0		\$0	\$0
1) AMI Engineering Services -Civil West		\$197,662	\$197,662	\$169,253	\$456	\$169,709	\$27,953
2) Additional Services						\$0	\$0
g. Interest & fees (interim financing)	\$210,000	(\$152,807)	\$57,193	\$57,193		\$57,193	\$0
h. Legal/Administration	\$201,344	(\$155,153)	\$46,191	\$41,908		\$41,908	\$4,283
i. Contingencies	\$595,375	(\$554,034)	\$41,341	\$0		\$0	\$41,341
j. Equipment	\$395,000	(\$385,270)	\$9,730	\$9,730		\$9,730	\$0
k. Demolition/Removal	\$365,000	(\$365,000)		\$0		\$0	\$0
l. Site Work	\$369,600	(\$369,600)		\$0		\$0	\$0
m. Construction Cost :	\$2,897,275	\$365,518		\$0		\$0	\$0
1) Sched: 1		(\$32,322)	\$960,871	\$960,871		\$960,871	\$0
2) Sched: 2		(\$26,111)	\$2,243,489	\$2,243,489		\$2,243,489	\$0
3) Other: B Creek-Electrical Work PUD		\$3,113	\$3,113	\$3,113		\$3,113	\$0
4) Other:SCADA-The Automation Group		\$29,112	\$29,112	\$29,112		\$29,112	\$0
5) AMI Project		\$1,363,901	\$1,363,901	\$1,363,901		\$1,363,901	\$0
6) AMI Project- Other Equipment		\$25,000	\$25,000	\$20,217		\$20,217	\$4,783
7) Schedule 2 - PRVs Project		\$134,592	\$134,592	\$130,785		\$130,785	\$3,807
n. TOTAL PROJECT COST	\$6,000,045	\$0	\$6,000,045	\$5,917,422	\$456	\$5,917,878	\$82,168
o. Funding Allocation							
1) Program Income= INTEREST			\$0	\$0		\$0	
2) Rural Development Loan	\$3,451,000		\$3,451,000	\$3,451,000		\$3,451,000	
3) Rural Development Grant	\$2,549,045		\$2,549,045	\$2,466,422	\$456	\$2,466,878	\$82,167
4) Other: DISTRICT CONTRIBUTION			\$0	\$0		\$0	
5) Other:Interim Financing Loan	\$3,451,000		\$3,451,000	\$3,451,000		\$3,451,000	\$0
p. Total Project Funding (=line l)	\$6,000,045		\$6,000,045	\$5,917,422	\$456	\$5,917,878	\$82,167
q. Percentage of Completion				98.62%		98.63%	

**5. CERTIFICATION**

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

**BORROWER:**

Signature of Authorized Certifying Official: \_\_\_\_\_

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

Typed or Printed Name and Title:

Telephone: \_\_\_\_\_

Adam Denlinger, General Manager

541-563-3529

**6. RURAL DEVELOPMENT ACCEPTANCE**

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

**RURAL DEVELOPMENT**

Signature of Authorized Certifying Official: \_\_\_\_\_

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

Typed or Printed Name and Title:

Telephone: \_\_\_\_\_

Holly Halligan, USDA Area Specialist



## Seal Rock Water District

### General Manager's Report:

Board Meeting September 12, 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:

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

- Staff continues working with representatives from USDA-RD, the District's finance consultant, and Bond Counsel in preparation for Phase-4 interim financing.
- Final design is also in statutory review by the State of Oregon, Health Authority (OHA) Department.
- Lincoln County Conditional Use Permit process has been completed.
- 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 at the intake site.
- Bond Documents have been completed and are in review by USDA-RD General Counsel.

### STAGE-2 REGIONAL COMMUNITY WATER CURTAILMENT NOTIFICATION:

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Low streamflow is currently forecasted to continue for 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 voluntarily suspended pumping water from its intake on the Siletz River on July 29th. In the past, the City did not initiate pumping from the Siletz until the reservoir levels reached low level thresholds. As a result, this timing corresponded with lower flows on the Siletz. This year's effort was initiated to draw water from the Siletz when flows were greater utilizing the capacity of the City's reservoirs to store water during low flow periods.

The City's reservoirs have now reached a critical stage, and pumping will have to resume from the Siletz Intake. As of September 4th, the Siletz River is at 64 Cubic Feet Per Second (CFS) and the City's Big Creek Reservoirs have dropped below 50% capacity. The City of Newport is suspending all non-critical water use, including all irrigation, effective immediately, and encourages water customers to limit the use of water for non-critical purposes until conditions improve.



The City of Newport, City of Toledo, City of Siletz and Seal Rock Water District are asking our customers to please continue to conserve water to reduce our demand on the 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.
- 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.

Water suppliers in the region 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.

Water suppliers continue to monitor conditions daily, 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 will provide updates to the region as needed.

#### MID-COAST WATER PLANNING PARTNERSHIP – BEAVER CREEK FIELD TOUR:



We had a great turnout for the Beaver Creek Field Tour on August 23<sup>rd</sup>. A big shout out to District staff for supporting this effort, along with our friends from the Seal Rock Garden Club who hosted the wrap-up conversation at the Garden Club Building. We had several folks representing various government and non-government agencies provide in-depth information regarding management efforts currently underway to protect the Beaver Creek watershed. We learned a lot and the District had the opportunity to provide details regarding the District's Beaver Creek source water project to a crowd of about 35 participants. If you were on the tour and want to relive it, or if you missed it and want to see what you missed out on, you can watch videos of each of the stops by checking out the website:

<http://midcoastwaterpartners.com/field-tours/>.

While you're at it, you can watch videos from some of our past field tours.

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

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- Attended Mid-Coast WPP Beaver Creek Field Tour August 23<sup>rd</sup>.
- Attended LC-MJHMP Update meeting August 15<sup>th</sup>.
- Met with Representatives from USDA-RD to discuss Phase-3 project wrap-up August 15<sup>th</sup>
- 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 water mainline on Cunard Street in the Bayshore Community.
- Attended Oregon Water Utility Council Meeting August 9<sup>th</sup>.
- Attended on site Beaver Creek water quality field data collection meeting with consultants.
- Provided opening remarks at the Annual Oregon Coastal Caucus Economic Summit in Florence, August 21<sup>st</sup>.
- Attended the Siletz Tribal Council meeting with OWRD and members of the MC-WPP to provide an update to the Council on August 16<sup>th</sup>.
- Hosted the Mid-Coast Water Conservation Consortium meeting September 5<sup>th</sup>.
- Met with engineers and consultants to review Phase-4 improvements schedule.
- Worked with Water Conservation Consortium members to develop Stage-2 water curtailment notification.
- Met with consultants from DigDeep to discuss schedule for strategic planning meeting.
- Met with Arborist and Surveyor at Beaver Creek intake site to discuss project impacts.
- Attended Northwest Climate Toolbox presentation hosted by Oregon State.



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

# Seal Rock Water District

<b>DATE ACTION REQUESTED: September 12, 2019</b>							
<b>Ordinance</b>		<b>Resolution</b>		<b>Motion</b>	<b>X</b>	<b>Information</b>	
<b>Date Prepared: August 30, 2019</b>				<b>Dept.: Administration</b>			
<b>SUBJECT: Lincoln County Multi-Jurisdictional Natural Hazards Mitigation Plan Update</b>				<b>Contact Person for this Item:</b> Adam Denlinger, General Manager adenlinger@srwd.org. 541-563-4447			

**RECOMMENDED DISTRICT ACTION:**

Consider Lincoln County Multi-Jurisdictional Natural Hazards Mitigation Plan (LC-MJNHMP) Update and IGA with Department of Land Conservation and Development (DLCD).

**FINANCIAL IMPACTS:**

Cost share for participating jurisdictions is considered in-kind contribution toward the update of the plan. It is in the best and highest interest of the District to participate with other County jurisdictions in updating the plan. Project's that are not included in the plan will not qualify for funding through FEMA's Natural Hazard Mitigation Grant Program.

**DISTRICT GOAL:**

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

**BACKGROUND:**

The Federal Emergency Management Agency (FEMA) requires that counties, cities and special districts update their Multi-Jurisdictional Natural Hazard Mitigation Plans (MNHMP, NHMP) every five (5) years to be eligible for Hazard Mitigation Assistance funds. Lincoln County last updated its FEMA compliant Natural Hazard Mitigation Plan on September 14, 2015, and thus must have a FEMA compliant NHMP approved by FEMA and adopted locally by September 13, 2020 to remain eligible for Hazard Mitigation Assistance funding. Having an updated NHMP will allow Lincoln County to continue its efforts to reduce risks to hazards through proactive mitigation planning, projects, and policy. The purpose of this project is to review and update Lincoln County's MNHMP such that it is adopted by Lincoln County (COUNTY) and the participating incorporated cities of Depoe Bay, Lincoln City, Newport, Siletz, Toledo, Waldport, and Yachats (CITIES) and unincorporated entities of Central Lincoln Public Utility District (PUD) and Seal Rock Water District (DISTRICTS) of the county and approved by the FEMA.

*A. Denlinger*

Submitted By:

Adam Denlinger, General Manager

## INTERGOVERNMENTAL AGREEMENT

This Agreement is between the State of Oregon acting by and through its Department of Land Conservation and Development (“DLCD”) and Seal Rock Water District (“District”), each a “Party.”

### 1. Authority

This Agreement is authorized by ORS 190.110.

### 2. Effective Date and Duration

This Agreement is effective June 1, 2019 regardless of the signature dates and terminates on October 31, 2020, unless terminated earlier in accordance with Section 8.

### 3. Background

Natural disasters occur when natural hazard events impact people, structures, and the environment. The dramatic increase in the costs associated with natural disasters over the past decades has fostered interest in identifying and implementing effective means of reducing these impacts. Natural hazards mitigation planning is a process for identifying and understanding the hazards facing a jurisdiction and prioritizing actions the jurisdiction can take to reduce injuries and deaths; damage to buildings, critical facilities, and infrastructure; interruption in essential services; economic hardship; and environmental harm. Reducing impacts also speeds up recovery and lowers its cost.

The Federal Emergency Management Agency (FEMA) approves Natural Hazards Mitigation Plans (NHMPs) meeting federal requirements at 44 CFR 201. Approval lasts five years. Having a current, FEMA-approved NHMP is a key factor in establishing eligibility for certain FEMA grants that fund natural hazards mitigation planning and projects.

Lincoln County’s Multi-Jurisdictional NHMP will expire on September 14, 2020. DLCD has received a FEMA Pre-Disaster Mitigation grant to assist Lincoln County, the Cities of Depoe Bay, Lincoln City, Newport, Siletz, Toledo, Waldport, and Yachats, as well as Central Lincoln Public Utility District, and Seal Rock Water District (“Jurisdictions”) with updating the Lincoln County Multi-Jurisdictional NHMP and has contracted with the University of Oregon’s Oregon Partnership for Disaster Resilience (OPDR) to execute that assistance.

### 4. Purpose

The purposes of this Intergovernmental Agreement are to:

- (a) Formalize a working relationship between DLCD and the District that is to result in an updated Lincoln County Multi-Jurisdictional NHMP adopted by each Jurisdiction and approved by FEMA;
- (b) Ensure the District is aware that the grant supporting this project requires the final deliverable to be a FEMA-approved NHMP, and that to achieve FEMA approval the District must not only consider, but also adopt an NHMP that FEMA has agreed to approve; and
- (c) Ensure the District is aware of its responsibility to contribute financially to the Project using

non-federal funds, and to track, document, and report its cost share as required.

**5. Responsibilities of Parties**

**(a) Responsibilities of DLCD.**

DLCD will provide financial, administrative, and technical oversight to the Natural Hazards Mitigation Plan ("NHMP" or "Plan") Update project described in Exhibit A, Scope of Work, which is incorporated into and made part of this Agreement. Specific DLCD responsibilities include:

- i. Coordinating and communicating with OPDR throughout the update process.
- ii. Administering the grant, including collecting and processing cost share documentation with assistance from the District as necessary.

**(b) Responsibilities of County.**

County Convener will lead the project in partnership with OPDR.

Specific Project responsibilities of the Convener include:

- i. Assisting OPDR with organizing, leading, and managing the planning process;
- ii. Providing County Assessor’s data;
- iii. Providing GIS services;
- i. Carrying out other responsibilities enumerated in Section 5(c);
- ii. Performing any other Project work assigned to the County by Exhibit A.

**(c) Responsibilities of the Jurisdictions:**

The Jurisdictions will each appoint a Steering Committee member and alternate who already have or have been delegated decision-making authority for this Project.

Specific Project responsibilities of the Jurisdictions include:

- i. Attending and actively participating in Steering Committee meetings;
- ii. Providing data and information;
- iii. Engaging with internal and external stakeholders;
- iv. Executing the Project’s public engagement program;
- v. Shepherding the plan through the public adoption process;
- vi. Tracking, accurately documenting, and reporting cost share as required;
- vii. Adopting a Plan that FEMA has agreed to approve; and
- viii. Performing any other Project work assigned to County, Cities, and Districts by Exhibit A.

**6. Compensation and Costs**

The District shall assume its own costs of carrying out the tasks and responsibilities assigned to it under this Agreement.



FEMA does not permit DLCD to sub-grant funds to local governments. Therefore, DLCD will use the grant funds to provide financial, administrative, and technical oversight and assistance to the Jurisdictions to complete the update.

The federal grant supporting the Project requires a 25% cost share from non-federal funds. The District shall commit to providing and documenting cash, in-kind, or a combination of both as its portion of the required 25% cost share. The JURISDICTIONS together commit to providing an estimated minimum of \$12,000 in cost share.

**7. Project Contacts**

The designees named below shall be the contacts for all the work and services to be performed under this Agreement. A Party may designate a new contact by written notice to the other Party.

<p><b>DLCD’s Project Contact is:</b></p> <p>Pam Reber  Natural Hazards Planner  DLCD  635 Capitol ST NE, Suite 150  Salem, OR 97301  (503) 934-0066  <a href="mailto:pamela.reber@state.or.us">pamela.reber@state.or.us</a></p>	<p><b>Seal Rock Water District’s Project Contact is:</b></p> <p>Adam Denlinger  General Manager  Seal Rock Water District  1037 NW Grebe Street  Seal Rock, OR, 97376  (541)563-4447  <a href="mailto:adenlinger@srwd.org">adenlinger@srwd.org</a></p>
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**8. Termination**

- (a) This Agreement may be terminated at any time by mutual written agreement of the Parties.
- (b) This Agreement may be terminated by either Party with 30 days advance written notice.

**9. Non-Discrimination**

In carrying out activities under this Agreement, no Party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, marital status, veteran status, disability or age. Each Party shall take affirmative actions to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color religion, sex, sexual orientation, national origin, disability, marital status, veteran status, disability or age. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

## 10. Non-Appropriation

DLCD's obligation to perform its duties under this Agreement is conditioned upon DLCD receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any law limiting the activities, liabilities or monetary obligations of DLCD.

## 11. Representations and Warranties

The District represents and warrants that the making and performance by the District of this Agreement:

- (a) Have been duly authorized by the District;
- (b) Do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of the District's charters or other organizational 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 the District is a party or by which the District may be bound or affected.

No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by the District of this Agreement, other than those that have already been obtained.

## 12. Records

Parties and their duly authorized representatives shall have access to the books, documents, and records which are directly pertinent to Agreement for the purpose of making audit, examination, excerpts, and transcript. This does not require either Party to provide documents that are legally privileged or otherwise exempt from disclosure under the Oregon Public Records Law, ORS 192.311 to 192.478.

## 13. Contribution

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a

meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Parties' contribution obligation under this Agreement with respect to the Third Party Claim.

With respect to a Third Party Claim for which DLCD is jointly liable with the Notified Party (or would be if joined in the Third Party Claim), DLCD shall contribute to the amount of expenses (including attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Notified Party in such proportion as is appropriate to reflect the relative fault of DLCD on the one hand and of the Notified Party on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of DLCD on the one hand and of the Notified Party on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. DLCD's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which a Party is jointly liable with DLCD (or would be if joined in the Third Party Claim), the Other Party or Parties shall contribute to the amount of expenses (including attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by DLCD in such proportion as is appropriate to reflect the relative fault of the Other Party or Parties on the one hand and of DLCD on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Other Party or Parties on the one hand and of DLCD on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Other Party's or Parties' contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

**14. Subcontracting and Assignment**

The District acknowledges that DLCD intends to hire contractors to perform tasks and responsibilities related to the deliverables listed in the Scope of Work, Exhibit A to this Agreement. The District shall not enter into any subcontract for any other work listed under this Agreement without written consent of DLCD.

**15. Governing Law, Consent to Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between DLCD or any other agency or department of the State of Oregon, or both, and the District that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must, as mandated by federal law, be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and

exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by any Party of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court.

#### **16. Indemnification**

Except as provided in Section 13 of this Agreement, each Party shall defend, save, hold harmless, and indemnify the other Party and the other Party's agencies, subdivisions, officers, directors, employees and agents from and against all claims, suits, actions, losses damages, liabilities, costs and expenses of any nature whatsoever (Claims), including attorney fees, resulting from, arising out of, or relating to the acts or omissions of the indemnifying Party's officers, employees, or agents under this Agreement. Any indemnity by DLCD under this Section shall be subject to the limitations of Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, 30.260 to 30.300.

#### **17. Insurance**

Each Party shall be responsible for providing workers' compensation insurance as required by law for its covered workers. Neither Party shall be required to provide or show proof of self-insurance, workers' compensation or any other insurance coverage.

#### **18. 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 the Agreement did not contain the particular term or provision held to be invalid. In such event, the Parties intend that the conflict not invalidate the other provisions of this Agreement and the Parties shall negotiate in good faith to agree on replacement language for the offending term or provision that will be consistent with the purposes of this Agreement.

#### **19. Compliance With Law**

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

#### **20. Force Majeure**

Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God, and war which are beyond its reasonable control. The affected Party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement.

#### **21. No Third Party Beneficiary**

DLCD and the District are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing contained in Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise, to third parties. The contractors retained by DLCD are expressly excluded as parties or beneficiaries to this Agreement and are barred from enforcing the terms of this Agreement.

## **22. Merger, Waiver and Modification**

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## **23. Amendments**

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties. Any amendment to this Agreement shall require the signatures of the approving authorities of both Parties.

## **24. Acknowledgment of Funds and Copyright**

### **(a) Acknowledgment of Funds.**

Both Parties shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

### **(b) Copyright.**

Both Parties must affix the applicable copyright notices of 17 USC Section 401 or 402 and an acknowledgment of Government sponsorship (including sub-grant number) to any work first produced under a federal award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Parties grant the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.

## **25. Survival**

All provisions concerning the limitation of liability, indemnity, and conflicts of interest shall survive the termination of this Agreement for any cause.

**26. Interpretation**

The Parties agree that the provisions of this Agreement shall not be construed in favor of or against any Party based on the source of its drafting or any other circumstances.

**27. Counterparts**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that both Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

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

SEAL ROCK WATER DISTRICT

APPROVED AS TO FORM:

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Adam Denlinger,  
General Manager

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Name & Title

---

Date

---

Date

DEPARTMENT OF LAND CONSERVATION  
AND DEVELOPMENT (DLCD)

---

Jim Rue, Director

---

Date



**EXHIBIT A**

**Lincoln County**

**Multi-Jurisdictional Natural Hazards Mitigation Plan**

**Update**

**Scope of Work**

**Background and Purpose**

The Federal Emergency Management Agency (FEMA) requires that counties and cities update their Multi-Jurisdictional Natural Hazard Mitigation Plans (MNHMP, NHMP) every five (5) years to be eligible for Hazard Mitigation Assistance funds (44 CFR 201). Lincoln County last updated its FEMA compliant Natural Hazard Mitigation Plan on September 14, 2015, and thus must have a FEMA compliant NHMP approved by FEMA and adopted locally by September 13, 2020 to remain eligible for Hazard Mitigation Assistance funding. Having an updated NHMP will allow Lincoln County to continue its efforts to reduce risks to hazards through proactive mitigation planning, projects and policy.

The purpose of this project is to review and update Lincoln County’s MNHMP such that it is adopted by Lincoln County (COUNTY) and the participating incorporated cities of Depoe Bay, Lincoln City, Newport, Siletz, Toledo, Waldport, and Yachats (CITIES) and unincorporated entities of Central Lincoln Public Utility District (PUD) and Seal Rock Water District (DISTRICTS) of the county named above and approved by the FEMA. The term JURISDICTIONS will be used hereafter to refer collectively to CITIES, COUNTY and DISTRICTS.

The Oregon Partnership for Disaster Resilience (OPDR), Department of Land Conservation and Development (DLCD), and COUNTY will lead the 2020 MNHMP update process in partnership. The OPDR, DLCD, and JURISDICTIONS will participate and execute responsibilities and tasks as set forth in this SOW. The seven CITIES, COUNTY, two DISTRICTS (Central Lincoln PUD, Seal Rock Water District) will be updating their existing (2015) plans. Additional DISTRICTS may develop new plans to be incorporated into the MNHMP depending upon need, time, and resources.

This project is funded by a FEMA Pre-Disaster Mitigation (PDM) planning grant. A PDM planning grant must culminate, in this case, in an MNHMP that is adopted by JURISDICTIONS and approved by the FEMA prior to the end of the Period of Performance. Therefore, JURISDICTIONS agree not only to consider but also to adopt the MNHMP that the FEMA has agreed to approve.

The planning process will be open and transparent. All meetings will be duly advertised and open to the public.

The grant will be administered by the Oregon Military Department’s Office of Emergency Management (OEM) and DLCD. JURISDICTIONS will provide matching funds in cash, in kind, or in a combination of both to support the grant.

The remainder of this Scope of Work (SOW) describes in detail how JURISDICTIONS will partner and collaborate with the OPDR to update the MNHMP. This statement includes a description of the general roles and responsibilities of each JURISDICTION listed above. This SOW is intended to produce an

MNHMP meeting the requirements of the Code of Federal Regulations, Title 44, Part 201.6 (44 CFR 201.6) and therefore approvable by FEMA.

**Proposed Work Program**

Michael Howard, IPRE Faculty and OPDR Assistant Program Director will oversee the project deliverables and day-to-day research and project management. The team may include other IPRE faculty as well as student research interns at UO.

OPDR’s plan update will operate on a six-phase mitigation planning process that has successfully resulted in FEMA-approved mitigation plans in numerous communities throughout Oregon. The OPDR planning process generally includes the following six phases:

- Phase I. Getting Started
- Phase II. Review and Update the Risk Assessment
- Phase III. Review and Update the Mitigation Strategies
- Phase IV. Review and Update the Implementation and Maintenance
- Phase V. Finalize the Plan Update
- Phase VI. Convene the Coordinating Body

OPDR will assist Lincoln County with administering the six phases in the planning process described above with specific focus on Phases II through IV. The scope of work below includes a list of parties involved and their specific roles, descriptions of each task, a list of associated work products, a timeline, and documents explaining how the task relates to the six-phase planning process described above.

**Roles and Responsibilities**

**Lincoln County staff:**

- Convene, coordinate and staff the Lincoln County MNHMP steering committee. This committee will serve as an advisory board to the Emergency Manager or County Planner (local convener).
- Coordinate and support development of participating city and special district NHMPs.
- Coordinate and implement public outreach process including project website.
- Assist JURISDICTIONS with Cost Share by serving as point of contact for: (a) fiscal representatives who document hourly rates; (b) CITIES’ and DISTRICTS’ individual “Cost Share Contacts” who collect and report intra-jurisdiction cost share; and (c) providing comprehensive reports of JURISDICTIONS’ cost-share information to the DLCD on a quarterly basis.
- Work with UO-OPDR to submit the draft MNHMP to OEM and FEMA for review and pre-approval.
- Present the FEMA pre-approved plan to the Lincoln County Board of Commissioners for local adoption.
- Provide plan development support.

**University of Oregon OPDR team:**

- Serve as the primary contact for information about the natural hazard mitigation plan update process.
- Serve as a technical advisor to Lincoln County staff.
- Provide plan development support to the County through training sessions, conference calls, e-mails, and face-to-face meetings.

## DLCD IGA #19038— Lincoln County Multi-Jurisdictional Natural Hazards Mitigation Plan Update

- Communicate with the Lincoln County project lead a minimum of once per month.
- Participate in local NHMP update meetings as needed on invitation from the Lincoln County Project Lead.
- Review Lincoln County's current MNHMP and note areas of strength and opportunities for improvement.
- Track and fulfill agreement deliverables and complete and submit quarterly progress reports.
- Grant administration, including quarterly reporting, grant documentation, etc.
- Construct original materials for updated MNHMP.
- Interact with Lincoln County team and stakeholders to gauge perception of top priorities and important additions to the current MNHMP.
- Write, edit, format the updated MNHMP until a presentable draft is created.
- Incorporate constructive feedback from county and stakeholders to create final draft.
- Provide the following planning resources:
  - FEMA plan update resources and OPDR's 2009-10 Natural Hazards Mitigation Plan Update Manual
  - OPDR's Natural Hazard Mitigation Plan Templates
  - Sample Action Item Report
  - OPDR's Action Item Form
  - Plan Appendix – Cost-Benefit Analysis of Mitigation Actions
- Facilitate and document the local planning process as defined in the tasks of this Scope of Work.
- Guide the draft plan through the FEMA review process and local adoption process.

### **Lincoln County MNHMP Stakeholders:**

- Attend public workshops administered by Lincoln County and OPDR students and staff.
- Offer data, input, recommendations, and critiques about the current MNHMP and potential problems to be considered in the updated plan.

### **Participating Lincoln County cities and special districts:**

One of the most important aspects of creating a countywide Natural Hazards Mitigation Update is receiving and interpreting data from the local jurisdictions to accurately represent the unique needs and intricacies of each jurisdiction. Lincoln County will be responsible for engaging city and special district partners and will work closely with each jurisdiction to address vulnerable populations, critical communities, public health, geologic risks, climate-specific challenges, critical facilities, and other highly vulnerable entities. This will be an ongoing effort throughout the MNHMP update process that will involve multiple community workshops, outreach efforts, and jurisdiction-specific data analysis. Each jurisdiction will:

- Convene a jurisdiction specific NHMP steering committee (e.g. planning commission, city council or ad hoc committee).
- Provide at least one representative and actively participate in the county steering committee meetings and Plan Update Work Sessions.
- Participate in the County's public outreach and engagement process.
- Steering Committee members will track internal cost share and provide cost share forms to the COUNTY.
- Provide a project web page or a link to the COUNTY's project webpage on the JURISDICTION'S homepage.
- Develop locally relevant mitigation strategies.

## DLCD IGA #19038— Lincoln County Multi-Jurisdictional Natural Hazards Mitigation Plan Update

- Coordinate meeting/event logistics in respective JURISDICTIONS (space reservations, supplies, copies, audio/visual equipment, etc.)
- Assist the OPDR by gathering and providing hazard and vulnerability data, existing plans, studies, reports, and technical information. Review and provide edits and comments on plan sections.
- Present the FEMA pre-approved plan to the governing body (City Council, Board of Directors, etc.) for adoption.

### Department of Land Conservation and Development (DLCD) and Oregon Emergency Management (OEM):

- Provide plan development support.
- Provide administrative oversight on grant.

### Scope of Work

The goal of the 2020 MNHMP update is to go above and beyond previous updates or minimum updating standards.

#### Objective 1: Project Organization and Work Plan Preparation

**Task 1.1:** DLCD will prepare an Intergovernmental Agreement to formalize a working relationship between DLCD, OPDR, and JURISDICTIONS to execute an update of the Lincoln County MNHMP; ensure that each jurisdiction is aware that adopting the updated MNHMP is required to obtain FEMA approval; and ensure that each jurisdiction provides cost share and documents its cost share contribution as required.

*Task 1.1 Timeline:* June 2019

*Task 1.1 Product(s):* IGA for review by OPDR and JURISDICTIONS.

**Task 1.2:** OPDR will meet with the Lincoln County staff and other stakeholders to clarify the goals and objectives of the project. We will review the sequence of activities, the timeline, and budget, required for the completion of the work. OPDR will gather key documents and discuss details of data collection, community involvement, and other issues related to the project. *This meeting may occur via phone or video conference.*

*Task 1.2 Timeline:* June 17, 2019

*Task 1.2 Product(s):* Lincoln County MNHMP Update Work Plan Draft

**Task 1.3:** OPDR team will craft and distribute the final work plan, based on feedback from Lincoln County and stakeholders.

*Task 1.3 Timeline:* June 2019

*Task 1.3 Product(s):* Lincoln County MNHMP Update Work Plan Final

**Task 1.4:** Lincoln County will host a planning initiative webpage on the emergency management (or other county page) website (<https://www.co.lincoln.or.us/emergencymanagement>) for this project. Lincoln County will post the final updated plan on its website at: <https://www.co.lincoln.or.us/emergencymanagement/page/hazards-natural-technological-and-or-adversarial-or-human-caused>. Each JURISDICTION will provide a project web page or a link to the COUNTY's project webpage on the JURISDICTION'S homepage. The OPDR will post a final version of the plan to the University of Oregon's Scholars' Bank and provide a

digital copy to the Office of Emergency Management and the Department of Land Conservation and Development.

*Task 1.4 Timeline:* June/July 2019 (then ongoing)

*Task 1.4 Product(s):* Project website

**Objective 2: Plan Review**

*Task 2:* OPDR will review the 2015 Lincoln County MNHMP to assess the changes that have occurred in the previous five years. This task will include review of the county comprehensive plan and will identify opportunities to integrate information from the mitigation plan therein. The planning team will pay attention to comprehensive plan sections that address the Statewide Natural Hazard Planning Goal (Goal 7). OPDR will prepare a Comprehensive Plan Crosswalk summary as well as a Conclusions and Recommendations Memo that identifies specific areas within the Comprehensive Plan to be updated.

*Task 2.1 Timeline:* June – August 2019

*Task 2.1 Product(s):* Comprehensive Plan Crosswalk Summary  
Conclusions and Recommendations Memo

**Objective 3: Risk Assessment**

*Task 3.1:* The first step of the project will be to incorporate updated hazards risk assessment information generated by, among others, DOGAMI, FEMA Risk MAP, US Geological Survey, US Army Corps of Engineers, and Lincoln County since 2015. The focus of this effort will be on utilizing existing risk assessment information, rather than generating new information.<sup>1</sup> The assessment will include an update of the hazard history and previous occurrences for Lincoln County as well as clarifying the location, extent and probability information where relevant. OPDR will work with the staff leads in the county and each participating city and special district to obtain lists of all known local hazard data sets. MNHMP city and special district leads will provide current hazard data to compliment county-wide information.

*Task 3.1 Timeline:* July – September 2019

*Task 3.1 Product(s):* MNHMP Steering Committee Meeting  
Updated hazard history and hazard descriptions

*Task 3.2:* OPDR will utilize the prior Risk Assessment and the most recent Lincoln County Hazard Analysis to update the hazard probability and vulnerability scores. OPDR will utilize best available data to inform the Risk Assessment update, paying attention to information developed by DOGAMI through the FEMA Risk MAP process. OPDR will meet with the Lincoln MNHMP steering committee to review the hazard history and draft risk assessment. We will work with Lincoln County, city, and special districts and other available partners to update any hazard maps utilized in the plan.

*Task 3.2 Timeline:* July – October 2019

*Task 3.2 Product(s):* Updated Risk Assessment Section

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<sup>1</sup> NOTE: Lincoln County does not intend to use Hazus to generate any new risk assessment information. The SOW describes the proposed risk assessment approach in tasks 3.1-3.3. To the extent that new Hazus derived information is *available* at the time the risk assessment is being updated, the county will incorporate it.

**Objective 4: Draft Mitigation Plan Goals and Action Plan**

*Task 4.1:* Building from the Objective 3: Risk Assessment, the OPDR team will work with the Lincoln County steering committee to draft and refine goals and objectives related to the 2020 Lincoln County MNHMP. This will include an evaluation of the existing MNHMP Goals against the State of Oregon MNHMP Goals. These goals will be updated and refined from the 2015 MNHMP if applicable. OPDR will also lead a discussion of what updates and changes need to be made for the updated plan.

*Task 4.1 Timeline:* July – October 2019

*Task 4.1 Product(s):* NMHP Steering Committee Meeting  
Updated Plan Mission and Goals

*Task 4.2:* The updated goals and risk assessment will inform an updated and prioritized set of specific mitigation actions. The OPDR team will work with the MNHMP steering committee to review and update the status of existing mitigation actions. In addition, the team and steering committee will identify new actions to be added to the plan. Finally, the team and steering committee will select a short list of priority actions for the five-year planning period.

*Task 4.2 Timeline:* September – November 2019

*Task 4.2 Product(s):* Updated Mitigation Strategy

**Objective 5: Community Outreach**

*Task 5:* OPDR will assist Lincoln County staff with developing and implementing a public outreach strategy. Participating jurisdictions will be responsible for public outreach related to this plan update. The county intends to leverage existing engagement strategies to tailor specific outreach strategies. Options the county is considering include:

- Community Events
- Social media
- Area-specific meetings
- Forums

Because the county cannot speak on behalf of each city or special district, specific strategies, number, or characteristics are not available at this time.

*Task 5 Timeline:* June 2019 – May 2020

*Task 5 Product(s):* Public feedback to be used in MNHMP draft

**Objective 6: City and Special District MNHMP Update Support and Technical Assistance**

*Task 6.1:* OPDR faculty and students will assist cities and special districts that actively participate in the County Steering Committee Meetings in updating their respective MNHMP Addenda. OPDR will provide technical assistance and process facilitation support to the participating jurisdictions.

*Task 6.1 Timeline:* June –December 2019

*Task 6.1 Product(s):* Updated City and Special District Addenda

## DLCD IGA #19038— Lincoln County Multi-Jurisdictional Natural Hazards Mitigation Plan Update

**Task 6.2:** At a minimum addenda will be updated for the Central Lincoln PUD and Seal Rock Water District. Time, capacity, and resources permitting, OPDR will also provide support to other Special Districts interested in developing an addendum to the County MNHMP. OPDR will assist special districts that actively participate in the County Steering Committee Meetings in completing the OEM special district mitigation planning template. OPDR will provide technical assistance and process facilitation support to the participating special districts.

*Task 6.2 Timeline:* June 2019 – February 2020

*Task 6.2 Product(s):* Special District Addenda

### Objective 7: Draft and final deliverables

**Task 7.1:** OPDR will prepare a draft 2020 MJNHP. We will meet with Lincoln County steering committee to review and discuss the updated plan. After revisions are discussed, the OPDR team will construct and submit a final version of the plan.

*Task 6.1 Timeline:* July 2019 – February 2020

*Task 6.1 Product(s):* Draft MNHMP for County review

**Task 7.2:** OPDR will submit the final FEMA “review draft” to the Oregon Military Department’s Office of Emergency Management for initial review. If revisions are necessary OPDR will make edits and provide a revised copy to the JURISDICTIONS and OEM. OEM will forward the plan to FEMA for review and pre-approval. FEMA will have 45 days from the date of submittal to review the plan.

*Task 7.2 Timeline:* December 2019– April 2020

*Task 7.2 Product(s):* MNHMP for OEM/FEMA review

**Task 7.3:** Once the plan is pre-approved by FEMA, Lincoln County and the participating cities and special districts will formally adopt the plan. Adopting resolutions will be forwarded to FEMA for final plan approval.

*Task 7.3 Timeline:* February 2020 – May 2020

*Task 7.3 Product(s):* FEMA approved Lincoln County MNHMP

### Deliverables

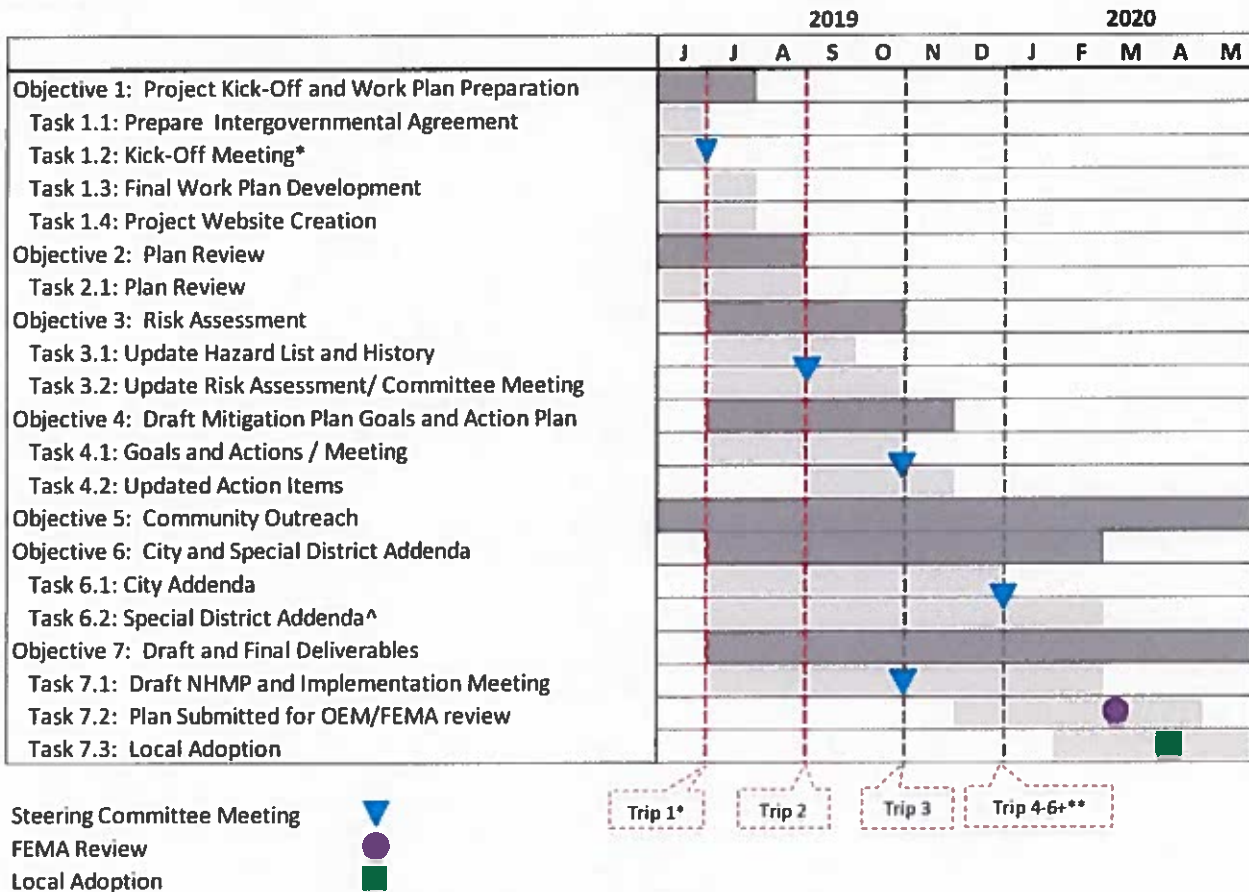
Our work program will result in one major product:

1. A FEMA-compliant Multi-Jurisdictional Natural Hazards Mitigation Plan updated for the year 2020.

### Cost Share

The PDM grants require a 25% cost share, and the JURISDICTIONS together commit to providing an estimated minimum of \$12,000 in cash, in kind, or in a combination of both. The JURISDICTIONS will report cost share to the COUNTY, who will in turn provide documentation to the DLCD on a quarterly basis. Federal funds are not allowable as cost share.

**Schedule**



Notes: \* - This meeting may occur via phone or web conference, \*\* - city/special district meetings will occur over a period to conclude by December 2019, ^ - Task 6.2 includes addenda for Central Lincoln PUD and Seal Rock Water District; time, capacity, and resources permitting, OPDR will also provide support to other Special Districts interested in developing an addendum.





June 26, 2019

**To** Lincoln County Natural Hazard Mitigation Plan Stakeholders  
**From** Onno Husing, Director of Planning and Development and Michael Howard, Project Lead  
**SUBJECT** 2019-2020 LINCOLN COUNTY, CITIES, AND SPECIAL DISTRICTS NHMP UPDATE

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The following is an introduction email regarding the renewal or update of our Lincoln County Natural Hazards Mitigation Plan (NHMP). Lincoln County Planning and Development Department was able to secure funding through the Department of Land Conservation Department (DLCD) to assist with the coordination of this process. University of Oregon, Institute for Policy Research and Engagement, was selected by DLCD to provide the coordination services. The following are the identified project coordinators you will be working with over the next twelve months:

- Onno Husing, Lincoln County Planning and Development Director, Lincoln County Project Leadership, [ohusing@co.lincoln.or.us](mailto:ohusing@co.lincoln.or.us)
- Michael Howard, University of Oregon, Project Lead, [mrhoward@uoregon.edu](mailto:mrhoward@uoregon.edu)
- John O’Leary, Lincoln County Planner, County Project Lead, [joleary@co.lincoln.or.us](mailto:joleary@co.lincoln.or.us)
- Jenny Demaris, Lincoln County Emergency Manager, Project Communication Coordinator, [vdemaris@co.lincoln.or.us](mailto:vdemaris@co.lincoln.or.us)

**Project Scope**

The Federal Emergency Management Agency (FEMA) requires that counties and cities update their Multi-Jurisdictional Natural Hazard Mitigation Plans (MNHMP, NHMP) every five (5) years to be eligible for Hazard Mitigation Assistance funds (44 CFR 201). Lincoln County last updated its FEMA compliant Natural Hazard Mitigation Plan on September 14, 2015, and thus must have a FEMA compliant NHMP approved by FEMA and adopted locally by September 13, 2020 to remain eligible for Hazard Mitigation Assistance funding. Having an updated NHMP will allow Lincoln County to continue its efforts to reduce risks to hazards through proactive mitigation planning, projects, and policy.

The purpose of this project is to review and update Lincoln County’s MNHMP such that it is adopted by Lincoln County (COUNTY) and the participating incorporated cities of Depoe Bay, Lincoln City, Newport, Siletz, Toledo, Waldport, and Yachats (CITIES) and unincorporated entities of Central Lincoln Public Utility District (PUD) and Seal Rock Water District (DISTRICTS) of the county named above and approved by the FEMA. The term JURISDICTIONS will be used hereafter to refer collectively to CITIES, COUNTY and DISTRICTS.

The Oregon Partnership for Disaster Resilience (OPDR) and Lincoln County will lead the 2020 MNHMP update process in partnership with the Department of Land Conservation and Development (DLCD).

OPDR’s plan update will operate on a six-phase mitigation planning process that has successfully resulted in FEMA-approved mitigation plans in numerous communities throughout Oregon. The OPDR planning process generally includes the following six phases:

- Phase I. Getting Started
- Phase II. Review and Update the Risk Assessment
- Phase III. Review and Update the Mitigation Strategies
- Phase IV. Review and Update the Implementation and Maintenance
- Phase V. Finalize the Plan Update
- Phase VI. Convene the Coordinating Body

OPDR will assist Lincoln County with administering the six phases in the planning process described above with specific focus on Phases II through IV.

**Timeline/Schedule**

The estimated project timeline is presented below. Currently scheduled steering committee meetings include:

- July 18, 9-11 am, Newport Western Title Building
- August 15, 9-10 am, via tele and video conference
- September 19, 9-11 am, Newport, Western Title Building
- October 17, 9-11 am, Newport, Western Title Building

Expected tasks by July 18 Meeting:

Assigned Groups	Timeline	Tasks
County Staff	By July 18th	1. Confirm who will be your agency representative for the NHMP plan renewal process. 2. Review your agency specific project tasks 3. Update project tasks sheets for each project identified in your plan a. Project template provided in Basecamp 4. Upload project tasks sheets to Basecamp 5. Email Michael Howard when projects updates are finalized a. <a href="mailto:mrhoward@uoregon.edu">mrhoward@uoregon.edu</a> 6. Send representative to scheduled meetings and participate in discussion
City Addendums Partners		
Special District Addendum Partners		

### Full Project Timeline by Objective:

OBJECTIVE	BRIEF DESCRIPTION	DELIVERABLES	ESTIMATED TIMEFRAME
1	Project Kickoff and Plan Preparation	<ol style="list-style-type: none"> <li>IGA for Review</li> <li>Work Plan Draft</li> <li>Work Plan Final</li> <li>Project Website</li> </ol>	June-July 2019 <i>MTG: June 17, 2019</i>
2	Plan Review	<ol style="list-style-type: none"> <li>Comprehensive Plan Crosswalk Summary</li> <li>Conclusions and Recommendations Memo</li> </ol>	June-August 2019
3	Risk Assessment	<ol style="list-style-type: none"> <li>MNHMP Steering Committee Meeting</li> <li>Updated Hazard History and Hazard Descriptions</li> <li>Updated Risk Assessment Section</li> </ol>	July-October 2019 <i>MTG: July 17, in-person</i>
4	Draft Mitigation Goals and Action Plan	<ol style="list-style-type: none"> <li>NMHP Steering Committee Meeting</li> <li>Updated Plan Mission and Goals</li> <li>Updated Mitigation Strategy</li> </ol>	July-November 2019 <i>MTG: August 15, videoconference/phone</i> <i>MTG: September 19, in-person</i>
5	Community Outreach	<ol style="list-style-type: none"> <li>Public Feedback to be Used in MNHMP Draft</li> </ol>	June 2019-May 2020 <i>Engagement events are ongoing</i>
6	City & Special District MHNMP Update Support and Technical Assistance	<ol style="list-style-type: none"> <li>Updated City and Special District Addenda</li> <li>Special District Addenda</li> </ol>	June 2019-February 2020 <i>MTG: meetings to be scheduled throughout summer 2019.</i>
7	Draft and Final Deliverables	<ol style="list-style-type: none"> <li>Draft MNHMP for County Review</li> <li>MNHMP for OEM/FEMA Review</li> <li>FEMA-Approved Lincoln County MNHMP</li> </ol>	July 2019-May 2020 <i>MTG: October 17, in-person</i>

### Roles and Responsibilities

#### *Lincoln County staff:*

- Convene, coordinate and staff the Lincoln County MNHMP steering committee. This committee will serve as an advisory board to the Emergency Manager or County Planner (local convener).
- Coordinate and support development of participating city and special district NHMPs.
- Coordinate and implement public outreach process including project website.
- Assist JURISDICTIONS with Cost Share by serving as point of contact for: (a) fiscal representatives who document hourly rates; (b) CITIES' and DISTRICTS' individual "Cost Share Contacts" who collect and report intra-jurisdiction cost share; and (c) providing comprehensive reports of JURISDICTIONS' cost-share information to the DLCDC on a quarterly basis.
- Work with UO-OPDR to submit the draft MNHMP to OEM and FEMA for review and pre-approval.

- Present the FEMA pre-approved plan to the Lincoln County Board of Commissioners for local adoption.
- Provide plan development support.

***Participating Lincoln County cities and special districts:***

One of the most important aspects of creating a countywide Natural Hazards Mitigation Update is receiving and interpreting data from the local jurisdictions to accurately represent the unique needs and intricacies of each jurisdiction. Lincoln County will be responsible for engaging city and special district partners and will work closely with each jurisdiction to address vulnerable populations, critical communities, public health, geologic risks, climate-specific challenges, critical facilities, and other highly vulnerable entities. This will be an ongoing effort throughout the MNHMP update process that will involve multiple community workshops, outreach efforts, and jurisdiction-specific data analysis. Each jurisdiction will:

- Convene a jurisdiction specific NHMP steering committee (e.g. planning commission, city council or ad hoc committee).
- Provide at least one representative and actively participate in the county steering committee meetings and Plan Update Work Sessions.
- Participate in the County's public outreach and engagement process.
- Steering Committee members will track internal cost share and provide cost share forms to the COUNTY.
- Provide a project web page or a link to the COUNTY's project webpage on the JURISDICTION'S homepage.
- Develop locally relevant mitigation strategies.
- Coordinate meeting/event logistics in respective JURISDICTIONS (space reservations, supplies, copies, audio/visual equipment, etc.)
- Assist the OPDR by gathering and providing hazard and vulnerability data, existing plans, studies, reports, and technical information. Review and provide edits and comments on plan sections.
- Present the FEMA pre-approved plan to the governing body (City Council, Board of Directors, etc.) for adoption.

***University of Oregon OPDR team:***

- Serve as the primary contact for information about the natural hazard mitigation plan update process.
- Serve as a technical advisor to Lincoln County staff.
- Provide plan development support to the County through training sessions, conference calls, e-mails, and face-to-face meetings.
- Communicate with the Lincoln County project lead a minimum of once per month.
- Participate in local NHMP update meetings as needed on invitation from the Lincoln County Project Lead.
- Review Lincoln County's current MNHMP and note areas of strength and opportunities for improvement.
- Track and fulfill agreement deliverables and complete and submit quarterly progress reports.
- Grant administration, including quarterly reporting, grant documentation, etc.
- Construct original materials for updated MNHMP.

- Interact with Lincoln County team and stakeholders to gauge perception of top priorities and important additions to the current MNHMP.
- Write, edit, format the updated MNHMP until a presentable draft is created.
- Incorporate constructive feedback from county and stakeholders to create final draft.
- Provide the following planning resources:
  - FEMA plan update resources and OPDR's 2009-10 Natural Hazards Mitigation Plan Update Manual
  - OPDR's Natural Hazard Mitigation Plan Templates
  - Sample Action Item Report
  - OPDR's Action Item Form
  - Plan Appendix – Cost-Benefit Analysis of Mitigation Actions
- Facilitate and document the local planning process as defined in the tasks of this Scope of Work.
- Guide the draft plan through the FEMA review process and local adoption process.

### **Project Coordination - Basecamp**

Lincoln County Emergency Management has activated a Basecamp project folder where all involved stakeholders can access project information and communicate with those assisting in the project.

Stakeholders will receive an email invitation from [vdemaris@co.lincoln.or.us](mailto:vdemaris@co.lincoln.or.us).

The log on for Basecamp is: <https://launchpad.37signals.com/signin>

The project name is: Lincoln County Emergency Management – Natural Hazards Mitigation Plan Renewal

- The NHMP Renewal Group will have a shared calendar, a message board, document storage and schedule application.
- Attached is a link to our Basecamp User Guide on how to register and navigate within Basecamp [https://www.co.lincoln.or.us/sites/default/files/fileattachments/emergency\\_management/page/4631/lincoln\\_co\\_basecamp\\_user\\_guide\\_for\\_nhmp\\_cooperators.pdf](https://www.co.lincoln.or.us/sites/default/files/fileattachments/emergency_management/page/4631/lincoln_co_basecamp_user_guide_for_nhmp_cooperators.pdf)

### **Refresher Training**

Project Stakeholders are encouraged to take the following FEMA independent study course as a baseline or refresher to the NHMP process.

- IS-318 Mitigation Planning for Local and Tribal Communities - <https://training.fema.gov/is/courseoverview.aspx?code=IS-318>



Welcome to the  
**City of Siletz, Oregon**  
a "Fisherman's Paradise"



PRESS RELEASE

September 6, 2019

### Stage-2 Water Curtailment Community Notice

#### Siletz River Flows Continue to Run Low - Water Conservation Requested

<b><u>Seal Rock Water District</u></b>	<b><u>City of Newport Public Works</u></b>	<b><u>City of Siletz Public Works</u></b>	<b><u>City of Toledo Manager Pro Tem</u></b>
Contact: Adam Denlinger	Contact: Timothy Gross	Contact: Allen Middaugh	Contact: Wes Hare
<a href="mailto:adenlinger@srwd.org">adenlinger@srwd.org</a>	<a href="mailto:T.Gross@NewportOregon.gov">T.Gross@NewportOregon.gov</a>	<a href="mailto:siletzwaters@gmail.com">siletzwaters@gmail.com</a>	<a href="mailto:Manager@cityoftoledo.gov">Manager@cityoftoledo.gov</a>
541.563.3529	541.574.3366	541.444.2521	541.336.2247

Low streamflow is currently forecasted to continue for 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 voluntarily suspended pumping water from its intake on the Siletz River on July 29th. In the past, the City did not initiate pumping from the Siletz until the reservoir levels reached low level thresholds. As a result, this timing corresponded with lower flows on the Siletz. This year's effort was initiated to draw water from the Siletz when flows were greater utilizing the capacity of the City's reservoirs to store water during low flow periods.

The City's reservoirs have now reached a critical stage, and pumping will have to resume from the Siletz Intake. As of September 4th, the Siletz River is at 64 Cubic Feet Per Second (CFS) and the City's Big Creek Reservoirs have dropped below 50% capacity. The City of Newport is suspending all non-critical water use, including all irrigation, effective immediately, and encourages water customers to limit the use of water for non-critical purposes until conditions improve.

The City of Newport, City of Toledo, City of Siletz and Seal Rock Water District are asking our customers to please continue to conserve water to reduce our demand on the 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.
- 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.

Water suppliers in the region 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.

Water suppliers continue to monitor conditions daily, 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 will provide updates to the region 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.

To learn more about water conservation, please visit [www.srwd.org](http://www.srwd.org) or <https://wateruseitwisely.com/>

-- END --