



Board of Commissioners Monthly Meeting
Monday, May 23, 2022, 4:30 PM
17661 Pilkington Road, Lake Oswego OR via Zoom

AGENDA ITEMS

I.	Call to Order	4:30 PM
II.	Public Comment (2 Minute Limit)	4:31 PM
III.	Review and Approval of Minutes	4:35 PM
	<ul style="list-style-type: none"> • April 25, 2022 Regular Meeting • April 25, 2022 Budget Committee Meeting 	
IV.	General Manager’s Report	4:40 PM
V.	Unfinished Business	4:45 PM
	<ul style="list-style-type: none"> • HR Answers Investigation • General Manager’s Annual Performance Review • Renewal of Office Lease 	
VI.	New Business	5:15 PM
	<ul style="list-style-type: none"> • 2022 Water Main Replacement Project - Contract Award to Icon Construction • Backflow Testing Policy Commissioner Patterson 	
VII.	Chair Report	5:25 PM
	Ethics Complaint of General Manager - ORS 192.660(2)(b) <i>(Tabled from April Meeting)</i>	
VIII.	Adjournment	5:30 PM

Upcoming Meetings

Public Hearing for FY 2022/2023 Budget: Monday, June 6, 2022 at 4:30 P.M.

Regular Board Meeting: Monday, June 6, 2022 at 4:40 P.M.

Regular Board Meeting: Monday, July 25, 2022 at 4:30 P.M.

Join Zoom Meeting

<https://us06web.zoom.us/j/83440640661?pwd=VFZMenJyc1pabFF6Mi9qdFZlT0tXQT09&from=addon>

Meeting ID: 834 4064 0661 Passcode: 093629

One tap mobile

+12532158782,,83440640661#,,,,*093629# US (Tacoma)

+16699006833,,83440640661#,,,,*093629# US (San Jose)

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**CALL
TO
ORDER**



PUBLIC COMMENT



REVIEW & APPROVAL OF MINUTES



**Rivergrove Water District
Board of Commissioners Regular Meeting Minutes
Monday, April 25, 2022**

A regular meeting of the Board of Commissioners was held this day via remote teleconference. Chair Roth presided over the meeting and other attendees included: Commissioners Johnson, Magura, Patterson, and Howell. General Manager Janine Casey was also in attendance.

- 1. Call to Order:** The meeting was called to order at 4:30 p.m.
- 2. Public Comment:** Several members of the public were in attendance.
- 3. Review and Approval of Minutes:**
 - a. March 28, 2022 Regular Board Meeting: The regular meeting minutes of March 28, 2022 were presented and approved by a motion from *Commissioner Howell, seconded by Commissioner Johnson, and passed by a unanimous vote.*
 - b. April 15, 2022 Special Meeting: The special meeting minutes of April 15, 2022 were Presented and approved by a motion from *Commissioner Patterson, seconded by Commissioner Howell, and passed by a unanimous vote.*
- 4. Monthly District Report:** See attached.
- 5. Unfinished Business:**
 - a. Board Priorities Update (provided in the District Report): The District's capital improvement projects were reviewed.
 - b. HR Answers Investigation: The HR Answers Investigation Report has not been finalized. Each commissioner will receive a copy of the final report in their next Board binder and the final report will be discussed at the next regular meeting.
 - c. General Manager's Annual Performance Review: The annual performance review for the General Manager is on hold, pending the outcome of an ethics complaint filed against her.
 - d. Renewal of Office Lease: The lease has been reviewed by the District's attorney and will be addressed at the next regular meeting.
 - e. Board Goals for FY 2022/2023: The Board reviewed their goals for the new fiscal year.
- 6. Recess:** The regular Board meeting was recessed from 5:25 p.m. to 7:00 p.m. for the Budget Committee Meeting. The regular meeting reconvened at 7:00 p.m.
- 7. Executive Session:** The Board convened in Executive Session at 7:06 p.m. IAW ORS 192.660(2)(a) and (f) to discuss the employment of the Office Receptionist and adjourned at 7:09 p.m.

8. Reconvene in Open Session/New Business: Due to time constraints, new business regarding an ethics complaint against the General Manager under ORS 192.660(2)(b) will be tabled for the next regular meeting.

9. Adjournment: The meeting was adjourned at 7:10 p.m.

The next regular meeting will be held on Monday, May 23, 2022 at 4:30 p.m. via remote teleconference.

James W. Johnson, Secretary

Date

Christine K. Roth, Chair

Date

**Rivergrove Water District
Budget Committee Meeting Minutes
Monday, April 25, 2022**

The Budget Committee meeting was held this day via remote teleconference. Attendees included Commissioners Roth, Johnson, Magura, Patterson, and Howell as well as Budget Committee members Jon McDowell, Doug Koth, John Bartho, Lisa Merlo Flores, and John MacPherson. General Manager/Budget Officer Janine Casey was also in attendance.

- 1. Call to Order:** The meeting was called to order at 5:30 p.m.
- 2. Public Attendance:** Several members of the public were in attendance: Bonnie Robb, Lisa Volpel, Robert England, and Patricia Griffith.
- 3. Introductions:** Budget Committee volunteers introduced themselves. Jon McDowell, Doug Koth, John Bartho, Lisa Merlo Flores, and John MacPherson were appointed to the Budget Committee by a motion from *Commissioner Johnson, seconded by Commissioner Magura, and passed by a unanimous vote.*
- 4. 2022-2023 Budget Committee Chair Election:** Jon McDowell was appointed as the Budget Committee Chair by a motion from *Commissioner Magura, seconded by Commissioner Johnson, and passed by a unanimous vote.*
- 5. Budget Officer Overview of Budget Process and Budget Message:** Budget Officer Janine Casey provided an overview of budget procedures. To ensure sound financial practices, Rivergrove Water District operates on three guiding principles: expense management, procurement discipline, and transparency. The District's goal is to provide safe, environmentally sustainable drinking water to all customers at a cost-effective rate to generate adequate revenue consistent with the District's 20-year Master Plan.
- 6. Budget Details, Discussion, and Questions:** The District operates under a fiscal year beginning July 1 and ending June 30. The budget document includes the financial history of revenues and expenses for the past two years as well as this year's estimates. The estimates for each fund contained in the proposed budget is based on assessing expected benefits and related costs.
 - a. Upcoming Projects for new Fiscal Year:**
 - Replace 315 LF of 4" asbestos-cement pipe with 8" ductile iron pipe on Deemar Way for fire flow improvement.
 - Replace 350 LF of 4" asbestos-cement pipe with 8" ductile iron pipe on Tamara Avenue for fire flow improvement.
 - Install two new fire hydrants to increase fire protection for customers.
 - Update District's mapping system to reflect accurate information.
 - Obtain grant funding to replace critical transmission and distribution mains which need replacement due to age, materials, and risk of failure in a seismic event.
 - b. Highlights from ending Fiscal Year:**
 - Published 2022 Water Quality & Consumer Confidence Annual Report.
 - Completed Risk & Resiliency Assessment.

- Completed Environmental Protection Agency Review of AIS Requirements for Reservoir 3 Project.
- Completed Water Management and Conservation Plan.
- Completed Oregon Health Authority Water System Survey.
- Revised Emergency Response Plan in accordance with new federal mandates.
- Purchased new stationary generator for Well 1.
- Replaced 200 new meters on customer service lines.
- Replaced two aging fire hydrants on Deemar Way/Mardee Ave and Indian Springs Circle.
- Performed annual maintenance for valve exercising and fire hydrant flushing.
- Completed Fiscal Year 2021-2022 Financial Audit and Special Single Audit for Government Funds.
- Upgraded District accounting computer.
- Created and published District newsletters.
- Updated and revised District website.

c. Discussions and Questions:

- Revenue – A rate increase of 10% was initiated in FY 2021/2022. A rate increase of 3% was proposed for FY 2022/2023. Given the current inflationary climate, ***Commissioner Johnson moved for a 3.75% rate increase, seconded by Commissioner Magura, and passed by a unanimous vote.***
- Personnel Services – Operator wages were increased to allow for a cost-of-living increase.
- Materials Services – Funding for property/liability insurance increased as a result of the District’s cybersecurity insurance policy being raised by 250%. Rent costs increased due to pending lease negotiations. Funding increases for engineering services are the result of projected projects for the new fiscal year.
- Professional Services – A general discussion ensued on whether attorney fees should be increased from \$5,000 to \$7,500. Committee Chair McDowell asked for a consensus among the Board and Budget Committee. The following votes were received: ***Ayes: Commissioners Roth, Magura, and Patterson; and Budget Committee Member John MacPherson. Nays: Commissioners Johnson and Howell; Budget Committee Chair Jon McDowell; and Budget Committee Members Doug Koth, John Bartho, and Lisa Merlo Flores.***
- Capital Outlay – Funding for the AMR Meter Program was increased to replace the District’s depleted stock due to 210 meters replaced during Fiscal Year 2021/2022. Capital improvement funds were increased to support two water main replacement projects on Tamara Ave and Deemar Way.

7. Approval of the Budget: The FY 2022/2023 budget was approved by a motion from ***Budget Committee Member Lisa Merlo Flores, seconded by Chair Roth, and passed by a unanimous vote.***

8. Adjournment: Budget Committee Chair Jon McDowell adjourned the meeting at 7:00 p.m.

James W. Johnson, Secretary

Date

Christine K. Roth, Chair

Date

General Manager's Report

Operations & Administration



Finance





MONTHLY BOARD REPORT May 2022

Operations

- **2021 Water System Survey**
 - o The District received the official report from the Oregon Health Authority with the results of the water distribution system inspection conducted in November 2021
 - The main purpose of the inspection is to evaluate the entire water system and to ensure safe drinking water is provided to the public
 - o The District was recognized as an "**Outstanding Performer**"...the highest rating awarded
 - This rating allows the District to extend the period of inspections from every three years to every five years based on outstanding water system operations without significant deficiencies or unresolved violations (See attached report)
- **Capital Improvement Projects**
 - o Deemar Way/Tamara Ave (Construction of AC waterline replacement)
 - Bids received 4/28/22
 - Icon Construction & Development - \$330,215.00
 - Strider Construction Company, Inc. - \$354,923.00
 - Apparent Lowest Bid: **Icon Construction & Development at \$330,215.00**
 - o Well 1 Standby Generator
 - Bids received 5/12/22
 - Pacific Power Group - \$66,819.00
 - Legacy Power Systems - \$69,048.00
 - Apparent Lowest Bid: **Pacific Power Group at \$66,819.00**
- **Hydrant & Blowoff Flushing**
 - o All fire hydrants (113) and blowoffs (23) were flushed to ensure their functionality
 - Conducted 100% inspection to identify required maintenance and/or replacement
 - Maintenance actions are in progress ECD: 5/31/22
- **Old Gate Well 1**
 - o Flow meter delayed due to supply chain issues ECD: 6/30/22
- **Customer Assistance Requests & On Call Duty**
 - o Site visit requests: 18 Emergency callouts: 0

Financial and Administration

- **Shut-off Notices**
 - o Notices were hand-delivered to delinquent account holders 5/12/22
 - Shut-offs are scheduled for **June 1, 2022**
 - 9 accounts identified: **0.6% delinquent shut-off rate**
- **Special Districts Association of Oregon Consultant Project for Board**
 - o See attached report from Mr. Mark Knudson
- **Employee Training Completed**
 - o Accident Investigations & Vehicle Safety (All employees)



PUBLIC HEALTH DIVISION
Center for Health Protection, Drinking Water Services
Kate Brown, Governor

Oregon
Health
Authority

800 NE Oregon Street, Suite #640
Portland, OR 97232-2162
(971) 201-6428
(971) 673-0694 – FAX
peter.r.farrelly@dhsosha.state.or.us
healthoregon.org/dws

9 May 2022

Janine Casey
Rivergrove Water District
17661 Pilkington Road
Lake Oswego, OR 97035 *via email*

Subject: 2021 Water System Survey, Rivergrove Water District, WS# 00461

Ms. Casey:

Thank you for your time and assistance conducting a **Water System Survey at Rivergrove Water District on 19 November 2021**. The main purpose of the survey is to evaluate the entire water system in terms of supplying safe drinking water to the public. I have enclosed a copy of the report for your records. Please let me know if any corrections need to be made.

Water system facilities were found to be well operated and maintained by knowledgeable and competent staff. No significant deficiencies or rule violations were identified. Please note the following comments and/or recommendations:

1. Drinking Water Services has established criteria for determining whether a system has demonstrated “outstanding performance.” Congratulations! Your water system met the criteria and has been designated an Outstanding Performer. Outstanding Performers may have the frequency of their water system surveys reduced from every three years to every five years. Therefore, your next water system survey will be scheduled in five years. I will send an Outstanding Performer certificate in the mail along with a handout describing the outstanding performance criteria so you can ensure that the Rivergrove Water District continues to meet these criteria.
2. Consider adding Repeat sample sites that correspond to the Routine sites to the coliform sampling plan.
3. Consider consolidating all resources, sample sites, & emergency connections to other water systems onto one map for easier understanding of the water system

4. Regarding Reservoirs #1 and #2, consider the following:

- Monitor chipping paint for future corrosion.
- Renovating the vent on Reservoir #1 – holes may be too big to prevent nuisance insects (that are uncommon in Oregon for now).
- Trimming tree limbs that are beginning to encroach above Reservoir #2 to prevent having to clean the roof.
- Removing poison oak from the site to ease monitoring of assets.

5. Continue striving to improve leakage accounting.

6. A summary of your monitoring requirements can be found on page 12 of the attached report.

If you have any questions or concerns, please contact me using the information above.
Thank you for your cooperation.

Sincerely,



Pete Farrelly, PE
Regional Engineer
Drinking Water Services
healthoregon.org/dws

enclosures:

- Water System Survey Report
- Outstanding performer criteria (Certificate via snail mail.)
- Financial capacity building brochures & website

Deficiency Summary

Surveyor: Pete Farrelly

Date Corrective Action Plan is due: n/a

County: Clackamas

Yes	No	Significant Deficiencies and Rule Violations:	Date to be corrected	Date corrected
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Source: <i>Well construction:</i>		
		_____	_____	_____
		<i>Spring/other source:</i>		
		_____	_____	_____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Treatment: <i>Surface water treatment:</i>		
		_____	_____	_____
		<i>Disinfection:</i>		
		_____	_____	_____
		<i>Other treatment:</i>		
		_____	_____	_____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Finished Water Storage:		
		_____	_____	_____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Distribution:		
		_____	_____	_____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Monitoring:		
		_____	_____	_____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Management & Operations:		
		_____	_____	_____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Operator Certification:		
		_____	_____	_____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other Rule Violations:		
		_____	_____	_____

Database Updates: <input type="checkbox"/> None <input checked="" type="checkbox"/> Inventory <input type="checkbox"/> Treatment <input type="checkbox"/> Monitoring <input checked="" type="checkbox"/> Page: 3
Comments: Congratulations on Outstanding Performance! See letter dated 9 May 2022 for details.

Source Deficiencies:

Well Construction Deficiencies:

- ⊕ Sanitary seal and casing not watertight
- ⊕ Does not meet setbacks from hazards
- ⊕ Wellhead not protected from flooding
- ⊕ No raw water sample tap
- ⊕ No treated sample tap (if applicable)
- ⊕ No screen on existing well vent

Spring Source Deficiencies:

- ⊕ Springbox not impervious durable material
- ⊕ No watertight access hatch/entry
- ⊕ No screened overflow
- ⊕ Does not meet setbacks from hazards
- ⊕ No raw water sample tap
- ⊕ No treated sample tap (if applicable)

Treatment Deficiencies/Violations:

Surface Water Treatment Deficiencies:

- + Turbidity standards not met - 0030(3)
- + Turbidimeters not calibrated per manufacturer or at least quarterly - 0036(5)(b)(A)(ii)
- ⊕ Incorrect location for turbidity monitoring
- ⊕ If serving > 3,300 people no alarm or auto plant shut off for low chlorine residual
- + For conventional or direct filtration: No alarm or plant shut off for high turbidity
- ⊕ For conventional filtration: Settled water not measured daily
- ⊕ For conventional or direct filtration: Turbidity profile not conducted on individual filters at least quarterly
- ⊕ For cartridge filtration: Filters not changed according to mfg. rec. pressure differential
- ⊕ For cartridge filtration: No pressure gauges before and after cartridge filter
- + For membrane filtration: Direct integrity testing does not meet requirements under -0036(5)(d)(B)
- + For membrane filtration: Indirect integrity testing does not meet requirements under -0036(5)(d)(C)
- ⊕ For diatomaceous earth filtration: Body feed not added with influent flow.

Disinfection Deficiencies/Violations:

- + DPD/EPA approved method not used - 0036(9)(e)
- + Free chlorine residual not maintained - 0032(3/5)
- + Chlorine not measured & recorded - 0036(9)
- + Minimum CT required not met all times - 0032(3/5)
- ⊕ No means to adequately determine flow rate on contact chamber effluent line
- + pH, Temperature, and chlorine residual not measured daily at first user - 0036(5)(a/b)

- ⊕ Failure to calculate CT values correctly
- ⊕ No means to adequately determine disinfection contact time under peak flow and minimum storage conditions

UV Disinfection Violations (OAR 333-0050(5)(k)):

- + Bypass around UV system
- + Lamp sleeve not cleaned
- + Lamp not replaced per manufacturer
- + No intensity sensor with alarm or shut-off

Other Treatment Violations:

- + Non-NSF approved chemicals - 0087(6)
- + Corrosion control parameters not met - 0034

Distribution System Violations:

- + System pressure < 20 psi - 0025(7)

Cross Connection (OAR 333-061-0070):

- + No ordinance or enabling authority (CWS)
- + Annual Summary Report not issued (CWS)
- + Testing records not current (CWS, NTNC, TNC)
- + No Cross Connection Control Specialist (CWS ≥ 300 connections)

Finished Water Storage Deficiencies:

- ⊕ Hatch not locked or adequately secured
- ⊕ Roof and access hatch not watertight
- ⊕ No flap valve, screen, or equivalent on drain
- ⊕ No screened vent

Monitoring Violations:

- + Monitoring not current - 0025(1)
- + Unaddressed MCL violations or LCR AL exceedances - 0030
- + No Coliform Sampling Plan - 0036(6)(a)(1)

Management & Operations Violations:

- + No operations and maintenance manual - 0065(4)
- + Emergency response plan not completed - 0064(1)
- + Major modifications not approved (plan review) - 0050
- + Master plan not current (≥ 300 con.) - 0060(5)
- + Annual CCR not distributed (CWS) - 0043(1)(a)
- + PNC or out of compliance with AO
- + Public notice not issued as required - 0042

Operator Certification Violations:

- + No certified operator at required level - 0065(2)
- + No protocol for under certified operator - 0225(2)

Other Rule Violations: _____

- ⊕ Significant deficiency per OAR 333-061-0076
- + Rule violation per OAR 333-061-XXX

Inventory and Narrative

<input checked="" type="checkbox"/> Outstanding Performer					
Type:		Status	Size	Season:	<input checked="" type="checkbox"/> All year <input type="checkbox"/> Seasonal
<input checked="" type="checkbox"/> Community (C) <input type="checkbox"/> Non-Transient Non-Community (NTNC) <input type="checkbox"/> Transient Non-Community (TNC) <input type="checkbox"/> Non-EPA (NP)		Population:	4,200	Begins: (mm/dd)	/
		Connections:	1,380	Ends: (mm/dd)	/
License:	<input checked="" type="checkbox"/> Not Lic. <input type="checkbox"/> Health Dept. <input type="checkbox"/> Ag			Service Area Characteristics: MU	
Responsible Agency:	<input checked="" type="checkbox"/> State <input type="checkbox"/> County <input type="checkbox"/> Ag			Owner Type: 4	
Minimum WS Certification Requirements:	WD: 2	WT: -	<input type="checkbox"/> FE	<input type="checkbox"/> Small WS	<input type="checkbox"/> N/A

For changes in operations staff contact Operator Certification: dws.opcert@dhscha.state.or.us

Primary Administrative Contact (mailing address):			
Contact Name:	Janine Casey	Phone:	()
Title:	General Manager	Cell:	(503) 936.5304
Street Address:	17661 Pilkington Road	Emergency #:	(503) 936.5304
City/State/Zip:	Lake Oswego Oregon 97035	Email:	jcasey@rivergrovewater.com

Center of Service Area (for public maps):	
decimal degrees (e.g., 45.894357, -123.960433) or address	

Legal/Owner/Secondary Contact (optional/not entered in SDWIS):			
Contact Name:	Jason Green	Phone:	(503) 837.1212
Title:	DRC	Cell:	(503) 580.4445
Street Address:	935 N. Main Street	Emergency #:	(503) 580.4445
City/State/Zip:	Independence Oregon 97351	Email:	jgreen@oawu.net

System Physical Address (optional/not entered in SDWIS):			
Contact Name:		Phone:	()
Title:		Cell:	()
Street Address:		Emergency #:	()
City/State/Zip:		Email:	

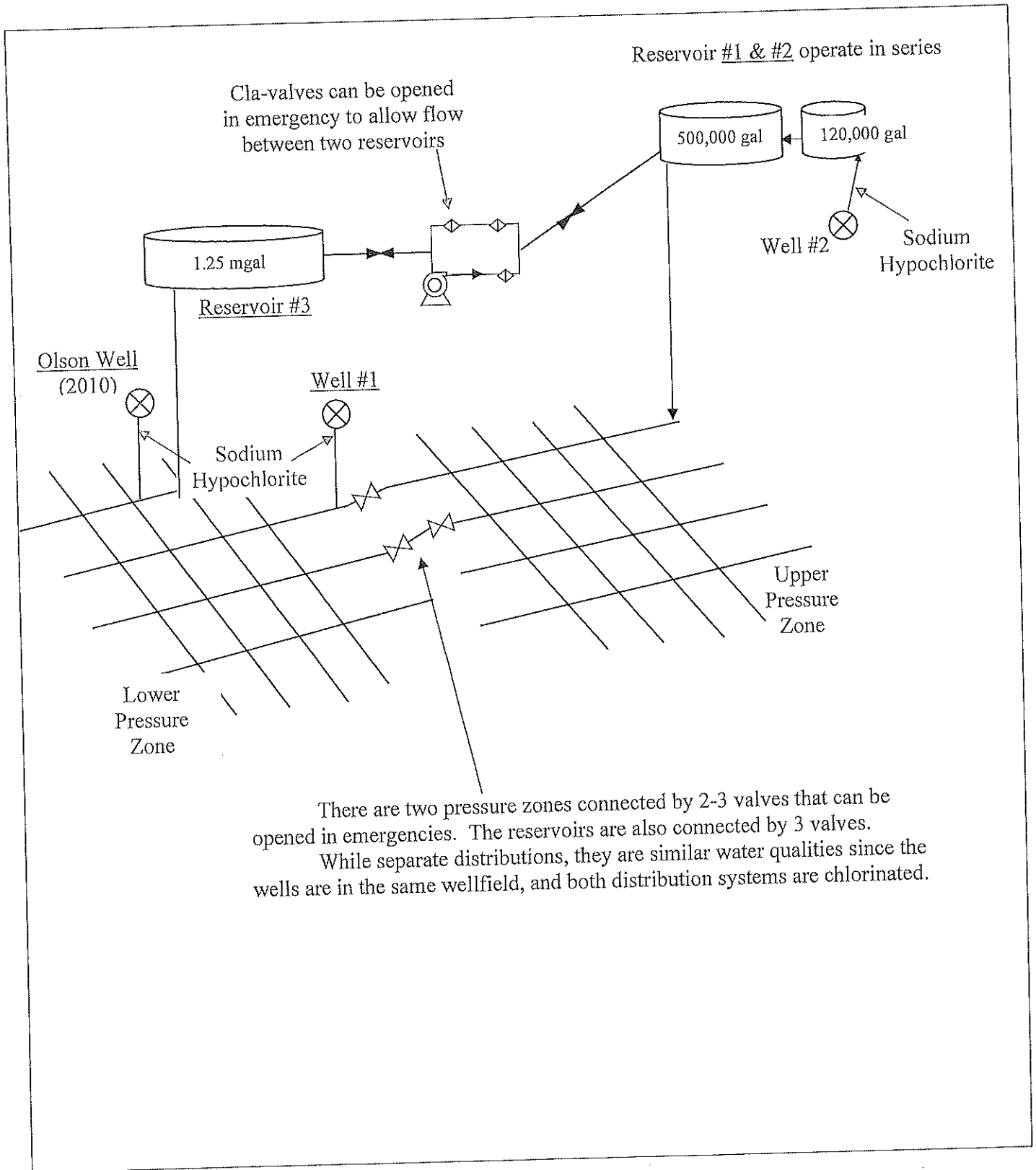
Emergency Systems Available:			
Name:	Lake Oswego (2); Tualatin (1)	PWS ID#:	41 00457; 00906

Narrative:

The Rivergrove Water District consists of three wells and three reservoirs serving over 4,000 residents in a distribution system with two pressure zones connected by 2-3 pipes. All three wells are chlorinated for aesthetic reasons alone; the wells have no bacteriological issues.

Three reservoirs hold about 1.9 million gallons in capacity. The first and oldest two reservoirs operate in series. Rivergrove has two emergency connections to nearby water systems. The wells should still produce water in event of a large earthquake. However the sewer line crossings are the weak link during an earthquake.

Water System Schematic



Source Information

ID	Entry Points (Location where water enters distribution and is sampled)	Source Type (Ground, Surface, GWUDI, Purchased ground, Purchased surface)	Availability (Permanent, Seasonal*, Emergency) <i>*If seasonal, indicate begin/end dates</i>			
			Begin (M/D)	End (M/D)		
A	EP for Well #1	Ground	Permanent			
B	EP for Well #2	Ground	Permanent			
C	EP for Olson Well	Ground	Permanent			

ID	Sources (Contributing to Entry Point)	Land Use*	Capacity (GPM)	Source Type (Ground, Surface, GWUDI, Purchased ground, Purchased surface)	Availability (Permanent, Seasonal, Emergency, Abandoned, Disconnected)
AA	Well #1 - L108228	G	520	Ground	Permanent
BA	Well #2 - L108230	G	400	Ground	Permanent
CA	Olson Well - L41034	G	350	Ground	Permanent

*Land Use Codes: (A) Pristine Forest (B) Irrigated Crops (C) Non-Irrigated Crops (D) Pasture (E) Light Industry (F) Heavy Industry (G) Urban-Sewered Area (H) Rural On-Site Sewage Disposal (I) Urban On-Site Sewage Disposal (J) Rangeland (K) Managed Forest (L) Commercial (M) Recreational Use

Yes No

Has the water system implemented strategies to protect their drinking water sources? (e.g., posting source area signs, notifying residents of hazardous waste collection events, provide residents information about maintaining their septic systems, abandoning unused wells, etc.)

Is the water system interested in protecting their drinking water sources from contamination? If yes, contact regional geologist at 541-726-2587.

Comments:

Well Information

Source ID#: SRC-	AA	BA	CA			
Source Name:	1	2	3			
Well log available?*	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
Well log ID (e.g., COLU123, L12345)						
	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No
Well active?	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Pitless adaptor?	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
● Sanitary seal & casing watertight?	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
● Raw water sample tap?	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
● Treated water sample tap? <input type="checkbox"/> N/A	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
● If vented, properly screened?	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
● Wellhead protected from flooding?	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Concrete slab around casing?	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Casing height ≥12-in. above slab/grade?	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Flowmeter?	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Pressure gauge?	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Pump to waste piping?	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
● Well meets setbacks from hazards?	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
If no, identify list of hazard(s) within the setback and the distance to the hazard.....						
HAZARD:						
DISTANCE (ft.):	100+	100+				
Protective housing?	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
If yes, does it have:						
Heat?	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Light?	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Floor drain?	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Well pump removal provision?	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Pump Type: (vertical turbine, submersible, centrifugal, shallow jet, deep jet)	Sub.	Sub.	Sub.			
Bearing lubrication: (oil, or water)	Water	Water	Water			
Pumping capacity (gpm)	583	425	384			

*If no well log available, record any known information regarding depth of well, depth of grout seal, year of installation, or casing diameter in the comments section below.

Comments:
(Well #2 pipe was wax-taped due to metal corrosion.)

All three wells are in the same wellfield. Well #2 feeds the upper of the two pressure zones. Well #1 and Olson Well feed lower zone.

Potential Sanitary Hazards
(From OAR 333-061-0050(2)(a)(E))

The following sanitary hazards are not allowed within 100 feet of a well or spring:

- Any existing or proposed pit privy
- Subsurface sewage disposal drain field
- Cesspool
- Solid Waste disposal site
- Pressure sewer line
- Buried fuel storage tank
- Animal yard, feedlot, or animal waste storage
- Untreated storm water or gray water disposal
- Chemical (including solvent, pesticides, and fertilizers) storage, usage, or application)
- Fuel transfer or storage
- Mineral resource extraction
- Vehicle or machinery maintenance or long term storage
- Junk / auto / scrap yard
- Cemetery
- Unapproved well
- Well that has not been properly abandoned or of unknown or suspect construction
- Source of pathogenic organisms
- Any other similar public health hazards

The following are not allowed within 50 feet of a well or spring:

- Gravity sewer line
- Septic Tank

Exemptions to these setbacks must be listed and documented within the plan approval letter and in an approved construction waiver standard.

If a surface water source is located within 500 feet of a well or spring, please note the water body name and the distance to the well or spring. All groundwater sources within 500 feet to a surface water source should be considered for potential surface water influence. Check the file for correspondence. If a review has been done indicate results in comment section. If not, contact the Springfield office 541-726-2587.

Disinfection

No #	Disinfection Method (Chlorine Gas, Sodium Hypochlorite, On-site Generated Sodium Hypochlorite, Calcium Hypochlorite, Chloramines, Ozone, UV, Mixed Oxidants, Other)	Location	Disinfection Source Water	Residual Maintenance	Other Purpose	Proportional to Flow	Dosage Recorded
1	Onsite sodium hypochlorite	Well #1	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2	sodium hypochlorite	Well #2	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3	Onsite sodium hypochlorite	Well #3	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Yes No Chlorine residuals N/A

- Is a DPD or other EPA approved method used?
- NSF 60/61 certified (or equivalent)?
- Are entry point residuals recorded at least once per day (SWTR, GWR 4-log)? N/A
- Is entry point residual monitoring continuous if population > 3,300 (SWTR, GWR 4-log)? N/A
- Are distribution residuals recorded at least twice weekly?
- Are on-line chlorine analyzers verified weekly with DPD type or EPA approved test kit? N/A

Yes No Chlorine gas N/A

- Separate room for gas storage and feeder?
 - Fan with on/off switch outside?
 - Vent located next to the floor?
 - Door with a window?
- Yes No
- Gas cylinders properly secured?
 - Door that opens out?
 - Self-contained breathing apparatus?
 - Air scrubber system?

Yes No UV N/A

- Does all water contact UV (no bypass)?
- Is lamp sleeve cleaned?
- Is lamp replaced per manufacturer?
- Intensity sensor with alarm or shut-off?

CT evaluation for disinfection N/A

- Disinfection Requirement:
- (sw) 0.5 log inactivation Giardia
 - (gw) 4.0 log inactivation viruses
 - (gw) Minimum chlorine residual: _____ mg/l
 - (sw) 1.0 log inactivation Giardia
 - (sw) log inactivation Crypto: _____

Yes No

- Does the contact chamber have effluent flow meter or adequate alternative?
If no, how is peak flow determined for CT calculations? _____
- Has a tracer study been conducted or adequate alternative? Tracer Study Date: _____
Demand flow (gpm): _____ Baffling factor (%): _____
Volume used (gal): _____ Results (min): _____
- Adequate alternate method for contact time? Describe: _____

Peak hour demand flow over the past 12 months: gpm = _____

Lowest operating volume over the past 12 months: gallons = _____

Yes No

- Is tracer study still valid?
- (SW only) Are pH, temp, and chlorine residual measured daily before or at the first user?
- Are CT values being calculated correctly (Describe how contact time is determined, below)?
- Are CT values met at all times (SWTR, GWR 4-log)?

Comments:

Treatment

Process Used*	Chemical Added**	Purpose	Location in System	Code***
Residual Maintenance	sodium hypochlorite	Residual Maintenance	after all wells	X421

*See "Treatment Plant Inspection" page for details on filtration. **See "Disinfection" page for details on disinfection equipment. ***See Treatment Codes on back.

Yes No

- Is treatment the same as last survey? (if no, explain in comments) _____
 - Is lab equipment for on-site analysis appropriate? _____
 - Is equipment maintained properly? _____
 - Is redundant equipment available? _____
 - Are chemicals NSF Standard 60 certified or equivalent? (N/A - no chemicals are used)
 - If bypass piping is present, is there a physical separation? (SWTR, GWR 4-log, chemical MCL) N/A
 - Does system practice corrosion control?
 - Is corrosion control operated within parameters set by DWS? N/A
- Describe method of corrosion control (if applicable)

Records Kept:

Yes / No

- Dosages
- Raw pH
- Raw temperature
- Raw turbidity and/or particle counts

Yes / No

- Flowrate
- Treated pH
- Treated temperature
- Treated turbidity

Comments:

Storage and Pressure Tanks

Number	Name	Tank Type (G)round, (E)levated, (P)ressure	Tank Material (Concrete, Steel, Redwood, Plastic, Other)	Year Built	Volume (gal.)
1	Reservoir 1	G	Steel	1959	120,000
2	Reservoir 2	G	Steel	1967	500,000
3	Reservoir 3 (Olson Court)	G	Steel	1977	1.25 M
					Total Volume:
					1,870,000

Reservoir Features	Reservoir Number: 1		2		3						
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	
Fence/gate?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
● Hatch secured (e.g. locked, bolted, etc.)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
● All tank access points watertight?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
● Screened vent?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overflow?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
● Overflow protected (screen/flap/valve)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drain to daylight?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water level gauge?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bypass piping? (● if used for contact time)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alarm for high or low levels?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Separate inlet/outlet?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Approved interior coating?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exterior in good condition?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Annual interior/exterior inspection?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cleaning schedule?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Continuously disinfected? (● post '81 redwood)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pressure Tanks											
Accessible for maintenance?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bypass piping?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drain?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pressure relief device?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Air bladder/diaphragm?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Valve for adding air?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments
Reservoir #1 & 2 are plumbed in series next to each other.

Distribution System Information

Service Area and Facility Map

Yes	No	Does the system have a service area and facility map (indicate features on map):	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Water lines (including size and material)	<input checked="" type="checkbox"/> Sources-wells & withdrawal points
		<input checked="" type="checkbox"/> Treatment facilities	<input checked="" type="checkbox"/> Pressure zones
		<input checked="" type="checkbox"/> Storage facilities (reservoirs)	<input checked="" type="checkbox"/> Pressure regulating valves
		<input checked="" type="checkbox"/> Sampling points	<input checked="" type="checkbox"/> Booster pumps

Distribution Data

Yes	No		Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	● System pressure ≥ 20 psi?	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water system leakage <10%?	≤10% in Oct. Still tightening accountings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Hydrants or blowoffs on all dead ends? <input type="checkbox"/> N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Routine flushing? (How often)	every autumn
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Adequate valving?	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Routine valve turning? (How often)	once or twice per year
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the distribution system have asbestos cement (AC) pipe? <u>65%</u>	
			<i>If yes, verify asbestos sampling is completed on Water Quality Monitoring Page (CWS, NTNC).</i>

Cross Connection Control (CWS, NTNC, and TNC)

Yes	No	N/A		Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	● Assemblies tested annually? (CWS, NTNC, TNC)	A+
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	● Ordinance or enabling authority? (CWS)	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	● Annual Summary Report submitted? (CWS)	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	● Certified Cross Connection Control Specialist? (CWS ≥ 300 connections)	

Comments:

Water Quality Monitoring

Contaminant	N/A	Number & Frequency	Next Tests Due
Entry Point Sampling:			
Arsenic	<input type="checkbox"/>	9 years	2029
Inorganic Chemicals (Including Nitrite) (sw)	<input checked="" type="checkbox"/>		
Inorganic Chemicals (Including Nitrite) (gw)	<input type="checkbox"/>	9 years	2029
Nitrate.....	<input type="checkbox"/>	annually	2022
Radionuclides (Community Water Systems Only):			
Gross Alpha	<input type="checkbox"/>	6 years	2026
Radium 226/228.....	<input type="checkbox"/>	9 years	2029
Uranium.....	<input type="checkbox"/>	9 years	2029
SOCs (* Reduced).....	<input type="checkbox"/>	3 years	2022 *
VOCs (sw)	<input checked="" type="checkbox"/>		
VOCs (gw)	<input type="checkbox"/>	3 years	2022
Distribution System Sampling:			
Coliform Bacteria.....	<input type="checkbox"/>	4 per month	ongoing
Asbestos (for AC pipe/asbestos geologic areas) ...	<input type="checkbox"/>	9 years	2028
TTHMs and HAA5s	<input type="checkbox"/>	annually	August 2022
Lead and Copper # sites: 20	<input type="checkbox"/>	3 years	summer 2022
Other Sampling:			
TOC.....	<input checked="" type="checkbox"/>		
Turbidity	<input checked="" type="checkbox"/>		
Source Water Coliform.....	<input type="checkbox"/>	annually	2022
Other (specify) * PCBs & most SOCs	<input type="checkbox"/>	3 years and 9 years	2022 & 2023

Yes No

● Is all required monitoring current?

Are samples collected at the correct locations in the system?

****Discuss correct sampling locations for all sampling (SRC, EP, DIST)****

****Discuss proper way to collect representative samples at all locations****

****Discuss possible sample reductions****

Yes No

● Have all MCL violations or LCR AL exceedances been addressed? N/A

DBP's collected at correct locations? N/A

● Does the system have a written coliform sampling plan?

Does the plan include: Yes No

Sample collection protocol

Distribution map

Sample site locations

Yes No

Rotation schedule

Repeat locations

Source locations N/A

Comments:

Well #2 (EP-B) is the wellfield's indicator sample site. Wells #1 & #3 are only sampled for nitrates and coliforms.

* Most SOCs are reduced to a 9 year schedule. PCBs and other SOCs are still monitored triennially, though.

Management & Operations

O&M Manual and Emergency Response Plan

Yes No

● Does system have an operation and maintenance manual?

● Does system have an emergency response plan?

Do any system components have auxiliary power?

If yes, describe: 2 generators, but 3rd arrives Aug. 2022, backing up all 3 wells.

Operator Certification

Yes No N/A

● Is the DRC identified and certified at the appropriate level?

If the DRC is a contract operator, how do they work with the system? Signs. Fees for service

● Does system have written protocols for under-certified operators?

Plan Review/Master Plan

Yes No N/A

● Have all major modifications been approved by DWS?

● Does the system have a current (<20 yr. old) master plan? (Not required if < 300 connections)

What year was the plan completed? 2014 (updating currently)

Compliance Status

Yes No N/A

● Is water system in compliance (all orders resolved and not a priority non-complier)?

● Does the system issue public notice as required?

● Are consumer confidence reports sent to users each year?

Comments:

Outstanding Performance Criteria

DHS-Drinking Water Program

The Drinking Water Program (DWP) has identified criteria for determining whether a Community public water system should be considered to have outstanding performance. This designation is given at the completion of a water system survey, formerly referred to a sanitary survey. A water system survey is an on-site review of a system's sources, treatment, storage facilities, distribution system, operation and maintenance procedures, monitoring, and management, for the purpose of evaluating the system's capability of providing safe water to the public. Systems that are designated outstanding performers will have their water system survey frequency reduced from every 3 years to every 5 years.

The criteria for outstanding performance are:

- 1) No Maximum Contaminant Level (MCL), Action Level, or Treatment Technique violations in the last 5 years;
- 2) No more than one Monitoring and Reporting violation in the last 3 years. The one violation must be resolved (results submitted);
- 3) No significant deficiencies or rule violations identified during the current water system survey; and
- 4) Has not had a waterborne disease outbreak attributable to the water system in the last 5 years.

To check your water system's violation history, go to www.oregon.gov/dhs/ph/dwp, and click on "Data On-Line." Type in your water system name or PWS ID number. The date of the last survey is listed on this page. Towards the bottom of that page, under "For further information...", click on "Violations".

- An MCL violation will have "MCL" in the Violation Type column.
- Treatment Technique violations are for inadequate surface water treatment or corrosion control.
- If the system has one Monitoring and Reporting violation during the last 3 years, there must be a subsequent monitoring result for that contaminant on record in order to meet criterion #2.

We strongly encourage all systems to meet the Outstanding Performance criteria. We will review your system's designation for Outstanding Performance after completion of each water system survey. The designation will remain in effect as long as the criteria continue to be met.

If you have any questions relating to compliance with any of these criteria, please contact your regional Drinking Water Program or County Health Department staff person, or contact the DWP Phone Duty person at 971-673-0405.

Janine Casey

From: Mark Knudson <mknudson@sdao.com>
Sent: Thursday, May 5, 2022 4:40 PM
To: Chris Roth; Janine Casey
Cc: Shanta Carter
Subject: Monthly Progress Report for March and April

Chair Roth & Janine -

I have deferred preparing a formal monthly report for the last two months since there hasn't been much progress report.

As a quick recap and update:

1. I have had multiple phone calls and emails with each of you to coordinate attendance at Board meetings and plan for next steps to complete the District Manager's performance evaluation for calendar year 2021.
2. I attended the Special Meeting of the Board on April 15 in anticipation of further direction to complete the Manager's evaluation. Unfortunately, the HR Answers report was not finalized at that time and completion of the Manager's evaluation was deferred until the report has been completed.
3. I responded to a phone call from Commissioner Howell on April 25 and answered his questions about the information I presented at the Board training session last year.
4. At your request, I did not attend the April Board meeting on April 25 since the final version of the report by HR Answers was not available.
5. Further work on completing the District Manager's performance evaluation remains on hold pending District receipt of the final report by HR Answers.

That is essentially all there is to report at this time.

Please don't hesitate to let me know when the investigative report by HR Answers has been finalized. I look forward to working with the Board to facilitate preparation of the Manager's performance evaluation for 2021 and to complete this current assignment with the District.

Thank you,
Mark

Mark Knudson, PE
Senior Consultant
Consulting Services Program
S|D|A|O
Mobile: 503-319-5256



S|D|A|O
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FINANCIAL REPORTS



**Monthly Reconciliation Summary -
Checking, Deposit, and LGIP Accounts**

Balance Sheet

Accounts Receivable Summary

Check Register

Revenue & Expense Budget vs Actual

Revenue & Expense by Class

Monthly Reconciliation Summary

Bank Account Name	QB's Account Number	Bank Statement Date	Beginning QuickBooks Balance	Statement Ending Balance	QuickBooks Ending Balance	Uncleared Balance
Banner Bank (Checking)	1015	4/30/2022	\$267,975.77	\$228,713.47	\$224,043.41	\$4,670.06
Banner Bank (Water Deposits)	1085	4/30/2022	\$52,873.61	\$52,154.72	\$52,154.72	\$0.00
LGIP (SDC)	1106	4/30/2022	\$417,736.71	\$417,949.76	\$417,949.76	\$0.00
LGIP (Capital Improvement)	1107	4/30/2022	\$888,936.81	\$889,399.70	\$889,399.70	\$0.00
LGIP (Unemployment)	1108	4/30/2022	\$31,675.38	\$31,691.85	\$31,691.85	\$0.00
LGIP (Truck)	1109	4/30/2022	\$25,841.85	\$25,855.29	\$25,855.29	\$0.00
LGIP (Non-Restricted)	1110	4/30/2022	\$244,749.30	\$244,876.57	\$244,876.57	\$0.00

Checks issued this period **9556 - 9576** from Banner Bank Act 1015

Checks voided this period: None

RIVERGROVE WATER DISTRICT

Balance Sheet

As of April 30, 2022

	Apr 30, 22
ASSETS	
Current Assets	
Checking/Savings	
1015 · Checking - Banner Bank	224,043.41
1085 · Water Deposit-Banner Bank	52,154.72
1100 · LGIP	
1101 · Restricted	
1106 · System Development Account	417,949.76
1107 · Capital Improvement Account	889,399.70
1108 · Unemployment Account	31,691.85
1109 · Truck & Equipment Account	25,855.29
Total 1101 · Restricted	1,364,896.60
1110 · Non-Restricted	244,876.57
Total 1100 · LGIP	1,609,773.17
Total Checking/Savings	1,885,971.30
Total Current Assets	1,885,971.30
TOTAL ASSETS	1,885,971.30
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2100 · Payroll Liabilities	
2110 · Federal Withholding	1,288.44
2120 · FICA Social Security	857.54
2140 · Medicare	200.55
2150 · State Withholding	767.81
2165 · Oregon State Transit Tax	10.43
2170 · WBF Assessment	3.91
Total 2100 · Payroll Liabilities	3,128.68
Total Other Current Liabilities	3,128.68
Total Current Liabilities	3,128.68
Total Liabilities	3,128.68
Equity	
32000 · All Fund Balances	1,558,114.41
Net Income	324,728.21
Total Equity	1,882,842.62
TOTAL LIABILITIES & EQUITY	1,885,971.30

Accounts Receivable Summary

From 04/10/2022 Through 05/18/2022

OPEN BALANCE									<u>Balance</u>
		2,004.66							2,004.66
BI-MONTHLY-Adjustment		Amount		Usage		Count			
WATER-RESIDENTIAL		-61.68				20			
Totals		-61.68		0.00		20			1,942.98
WATER-Miscellaneous-RESIDENTIAL		-15.00							
Totals		-15.00		0.00					1,927.98
WAT.Penalty-RESIDENTIAL		-90.00				11			
Totals		-90.00		0.00		11			1,837.98
***Total Adjustment		-166.68		0.00		31			
BI-MONTHLY-Charge		Minimum		Usage		Count		Total	
WATER-RESIDENTIAL		67,046.87		13,282.00		1,380		111,708.65	
WATER-COMMERCIAL		176.59		149.00		3		686.17	
WATER-PUBLIC AUTHORITY		930.74		91.00		5		934.16	
WATER-HOA IRRIGATION		627.83		1.00		9		631.25	
WATER-ADULT CARE FACILITIES		134.07		26.00		2		222.99	
WATER-CHURCH		91.55		2.00		1		98.39	
Totals		69,007.65		13,551.00		1,400		114,281.61	116,119.59
***Total Charge		69,007.65		13,551.00		1,400		114,281.61	
BI-MONTHLY-Penalty		Amount				Count			
WATER-RESIDENTIAL		2,295.00				153			
WATER-HOA IRRIGATION		45.00				3			
Totals		2,340.00				156			118,459.59
***Total Penalty		2,340.00				156			
BI-MONTHLY-Miscellaneous		Amount				Count			
WATER-Miscellaneous-RESIDENTIAL		325.00				16			

	<u>325.00</u>	<u>16</u>	<u>118,784.59</u>
Totals			
***Total Miscellaneous	<u>325.00</u>	<u>16</u>	
BI-MONTHLY-Payment	Amount	Count	Balance
WATER-RESIDENTIAL	-104,809.30	1,307	
WATER-COMMERCIAL	-686.17	3	
WATER-PUBLIC AUTHORITY	-934.16	5	
WATER-HOA IRRIGATION	-531.21	7	
WATER-ADULT CARE FACILITIES	-222.99	2	
WATER-CHURCH	-98.39	1	
Totals	<u>-107,282.22</u>	<u>1,325</u>	<u>11,502.37</u>
WATER Miscellaneous-RESIDENTIAL	-160.00		
Totals	<u>-160.00</u>		<u>11,342.37</u>
WAT.Penalty-RESIDENTIAL	-1,125.00		
WAT.Penalty-HOA IRRIGATION	-15.00		
Totals	<u>-1,140.00</u>		<u>10,202.37</u>
***Total Payments	<u>-108,582.22</u>	<u>1,325</u>	
BI-MONTHLY-Return Check	Amount	Count	
WATER-RESIDENTIAL	143.18	2	
Totals	<u>143.18</u>	<u>2</u>	<u>10,345.55</u>
***Total Return Check	<u>143.18</u>	<u>2</u>	
BI-MONTHLY-Deposit Applied	Amount	Count	
WATER-RESIDENTIAL	-600.00	12	
Totals	<u>-600.00</u>	<u>12</u>	<u>9,745.55</u>
***Total Deposit Applied	<u>-600.00</u>	<u>12</u>	
		Closing Balance	9,745.55

RIVERGROVE WATER DISTRICT

Check Register

April 1-30, 2022

3:37 PM
05/18/22
Accrual Basis

Type	Date	Num	Name	Memo	Amount	Balance
Check	04/01/2022	ACH	AFLAC	Monthly Health Premium March 2022 Invoice 567668	-310.99	262,900.95
Check	04/01/2022	9556	B & R Precision Excavation LLC	19416 Kokanee Ct Invoice 1990	-4,970.00	262,589.96
Check	04/01/2022	9557	B & R Precision Excavation LLC	Hydrant #6 Replacement Invoice 1991	-5,667.00	257,619.96
Check	04/01/2022	9558	FERGUSON WATERWORKS	Waterous Hydrant Invoice 1080645	-2,696.02	251,952.96
Check	04/01/2022	9559	Pamplin Media Group	Budget Mfg Ad #236757 Account 106644	-104.66	249,256.94
Deposit	04/01/2022		Customer Deposit Payment	Customer Deposit Payment	50.00	249,152.28
General Journal	04/01/2022	jc	Customer Deposit Transfer	Customer Deposit Transfer	-50.00	249,202.28
Deposit	04/01/2022		Deposit	Deposit	561.36	249,152.28
Deposit	04/01/2022		Deposit	Deposit	80.00	249,713.64
Check	04/01/2022	ACH	WATER ENVIRONMENT SERVICES	18810 Hill Top Rd Surface Water 3/1/22-4/1/22	-14.10	249,793.64
Check	04/04/2022	ACH	VANCO Payment Solutions	Monthly Service Fee March 2022 Invoice 00012417520	-72.50	249,779.54
General Journal	04/05/2022	jc	Customer Refund	Customer Refund	50.00	249,707.04
General Journal	04/05/2022	jc	Customer Refund	Customer Refund	50.00	249,757.04
General Journal	04/05/2022	PR 4/2/22	Payroll 3/20/22-4/2/22	Deferred Comp Payroll Employer/Employee - 3/20/22-4/2/22	-1,415.39	249,807.04
General Journal	04/05/2022	PR 4/2/22	Payroll 3/20/22-4/2/22	Deferred Comp Payroll - Employer 3/20/22-4/2/22	-298.27	248,391.65
General Journal	04/05/2022	PR 4/2/22	Payroll 3/20/22-4/2/22	Payroll 3/20/22-4/2/22	-3,421.16	248,093.38
General Journal	04/05/2022	PR 4/2/22	Payroll 3/20/22-4/2/22	Payroll 3/20/22-4/2/22	-2,090.10	244,672.22
Check	04/05/2022	ACH	PAYCHEX	Payroll 3/20/22-4/2/22 Invoice 2022040501	-55.16	242,582.12
Deposit	04/05/2022		Vanco Deposit	Deposit	50.00	242,526.96
Deposit	04/05/2022		Bluefin Deposit	Deposit	50.00	242,576.96
General Journal	04/05/2022	jc	Customer Deposit Payment	Deposit	-50.00	242,626.96
Deposit	04/05/2022		Vanco Deposit	Deposit	56.13	242,576.96
Deposit	04/07/2022		Vanco Deposit	Deposit	200.03	242,633.09
Check	04/07/2022	ACH	PGE	Monthly Electric Fees 3/04/22-4/3/22 Invoice: Multiple	-2,405.57	242,833.12
Check	04/08/2022	ACH	METEREADERS, LLC	Meter Readings April 2022 Invoice 10210	-952.20	240,427.55
Deposit	04/08/2022		Deposit	Deposit	274.86	239,475.35
Deposit	04/08/2022		Vanco Deposit	Deposit	42.00	239,750.21
Check	04/10/2022	ACH	U.S. BANK EQUIPMENT FINANCE	Monthly Copier/Server Fee 3/26/22-4/26/22 Invoice 469240816	-649.10	239,792.21
Deposit	04/10/2022		Bluefin Deposit	Deposit	69.88	239,143.11
Deposit	04/10/2022		Bluefin Deposit	Deposit	150.02	239,212.99
Deposit	04/11/2022		Bluefin Deposit	Deposit	215.66	239,363.01
Check	04/11/2022	ACH	VERIZON WIRELESS	Monthly Service 3/2/21-4/1/22 Invoice 9903061264	-382.57	239,578.67

RIVERGROVE WATER DISTRICT

Check Register

April 1-30, 2022

Deposit	04/11/2022	Bluefin Deposit	260.16	239,456.26
Check	04/13/2022	Moonlight Business Process	-280.00	239,176.26
Check	04/13/2022	Moonlight Business Process	-961.76	238,214.50
Deposit	04/13/2022	Bluefin Deposit	80.14	238,294.64
Deposit	04/13/2022	Bluefin Deposit	84.00	238,378.64
Deposit	04/13/2022	Bluefin Deposit	140.17	238,518.81
Check	04/14/2022	PACIFIC OFFICE AUTOMATION INC	-402.80	238,116.01
Deposit	04/15/2022	Bluefin Deposit	524.56	238,640.57
Deposit	04/15/2022	Deposit	468.89	239,109.46
General Journal	04/15/2022	Customer Refund	50.00	239,159.46
Deposit	04/15/2022	Deposit	528.57	239,688.03
Check	04/15/2022	Vanco Deposit	-239.04	239,448.99
Check	04/15/2022	Bank Service Charge	90.40	239,539.39
Deposit	04/16/2022	Bluefin Deposit	570.13	240,109.52
Deposit	04/18/2022	Bluefin Deposit	381.50	240,491.02
Deposit	04/18/2022	Bluefin Deposit	1,665.70	242,156.72
Deposit	04/18/2022	Bluefin Deposit	3,958.29	246,115.01
Deposit	04/19/2022	Bluefin Deposit	584.65	246,699.66
Check	04/19/2022	PAYCHEX	-57.73	246,641.93
General Journal	04/19/2022	Payroll 4/3/22-4/16/22	-1,415.38	245,226.55
General Journal	04/19/2022	Payroll 4/3/22-4/16/22	-273.60	244,952.95
Deposit	04/19/2022	Vanco Deposit	2,372.04	247,324.99
General Journal	04/19/2022	Payroll 4/3/22-4/16/22	-3,714.40	243,610.59
General Journal	04/19/2022	Payroll 4/3/22-4/16/22	-2,210.38	241,400.21
Check	04/20/2022	OAWU	-950.00	240,450.21
Check	04/20/2022	Customer Refund	-1.47	240,448.74
Check	04/20/2022	GUARDIAN SYSTEMS NW, INC	-209.70	240,239.04
Check	04/20/2022	HR ANSWERS	-2,256.00	237,983.04
Check	04/20/2022	PRIVATE UTILITY LOCATING, LLC	-900.00	237,083.04
Check	04/20/2022	Pamplin Media Group	-300.00	236,783.04
Check	04/20/2022	THOMAS GREGOIRE	-1,384.56	235,398.48
Check	04/20/2022	FERGUSON WATERWORKS	-2,819.65	232,578.83
Check	04/20/2022	Core & Main	-360.98	232,217.85
Check	04/20/2022	Banner Bank (MASTERCARD)	-2,057.76	230,160.09

RIVERGROVE WATER DISTRICT
Check Register

April 1-30, 2022

Check	04/20/2022	9569	Customer Refund	Act 1278 00 Steve Walsh Final Deposit Refund/Overpay	-100.00	230,060.09
Check	04/20/2022	ACH	KAISER FOUNDATION HEALTH PLAN	Monthly Health Premium 5/1/22-5/31/22 Group 08580-AA-10 Invoice 0015	-1,123.08	228,937.01
Deposit	04/20/2022		Vanco Deposit	Deposit	3.04	228,940.05
Check	04/20/2022	9570	SCHNEIDER WATER SERVICES	Annual State SWL Reading Invoice 12878	-312.50	228,627.55
Deposit	04/20/2022		Bluefin Deposit	Deposit	68.38	228,695.93
Check	04/20/2022	9571	B & R Precision Excavation LLC	Hydrant #20 Replacement Invoice 1992	-6,925.00	221,770.93
Check	04/20/2022	9572	LES SCHWAB	2012 Ford F150 P/U - Battery Replacement Invoice 22400945081	-159.48	221,611.45
Check	04/20/2022	9573	RH2 Engineering, Inc.	Project Services-Well 1 Generator Mar 22 Invoice 85788	-2,855.09	218,756.36
Check	04/20/2022	9574	RH2 Engineering, Inc.	Engineering Services Mar 22 Invoice 85785	-3,909.50	214,846.86
Check	04/20/2022	9575	RH2 Engineering, Inc.	Project Services CIP Deemar Way & Tamara Ave Invoice 85786	-6,845.00	208,001.86
Check	04/20/2022	9576	CONCENTRA MEDICAL CENTERS	Personnel Rapid Urinalysis Testing	-72.00	207,929.86
Deposit	04/20/2022		Vanco Deposit	Deposit	1,380.58	209,310.44
Deposit	04/21/2022		Deposit	Deposit	3,531.31	212,841.75
Deposit	04/21/2022		Bluefin Deposit	Deposit	238.70	213,080.45
General Journal	04/21/2022	jc	Customer Refund	Customer Refund	50.00	213,130.45
General Journal	04/21/2022	jc	Customer Refund	Customer Refund	50.00	213,180.45
Deposit	04/21/2022		Vanco Deposit	Deposit	583.28	213,763.73
Deposit	04/22/2022		Bluefin Deposit	Deposit	236.38	214,000.11
Deposit	04/22/2022		Vanco Deposit	Deposit	687.88	214,687.99
Deposit	04/22/2022		Deposit	Deposit	3,271.08	217,959.07
Deposit	04/25/2022		Bluefin Deposit	Deposit	212.90	218,171.97
Deposit	04/25/2022		Bluefin Deposit	Deposit	167.12	218,339.09
Deposit	04/25/2022		Vanco Deposit	Deposit	294.85	218,633.94
Deposit	04/26/2022		Bluefin Deposit	Deposit	56.20	218,690.14
Deposit	04/26/2022		Deposit	Deposit	2,894.35	221,584.49
Deposit	04/26/2022		Vanco Deposit	Deposit	1,090.21	222,674.70
General Journal	04/27/2022	jc	Customer Refund	Customer Refund	50.00	222,724.70
Deposit	04/27/2022		Bluefin Deposit	Deposit	66.46	222,791.16
Check	04/27/2022	ACH	CHEVRON/TEXACO CARD SERVICES	Monthly Fuel Charges 3/24/22-4/23/22 Invoice 80309038	-148.55	222,642.61
Deposit	04/27/2022		Vanco Deposit	Deposit	216.48	222,859.09
General Journal	04/28/2022	jc	Customer Refund	Act 1073 14 Tamar Solinger Final Deposit Refund	50.00	222,909.09
Deposit	04/28/2022		Vanco Deposit	Deposit	209.31	223,118.40
Deposit	04/29/2022		Bluefin Deposit	Deposit	50.00	223,168.40
General Journal	04/29/2022	jc	Customer Refund	Act 0965 06 Tae Uk Ku Initial Water Deposit	-50.00	223,118.40

RIVERGROVE WATER DISTRICT
Check Register

April 1-30, 2022

Deposit	04/29/2022	Bluefin Deposit	118.00	223,236.40
Deposit	04/29/2022	Vanco Deposit	807.01	224,043.41
			-38,857.54	224,043.41
TOTAL			-38,857.54	224,043.41

RIVERGROVE WATER DISTRICT
Transaction Detail by Account
April 2022

Date	Num	Name	Memo	Paid Amount	Balance
1015 - Checking - Banner Bank					
04/15/22			Service Charge	-239.04	-239.04
04/01/22	ACH	AFLAC	Monthly Health Premium ...	-310.99	-550.03
04/14/22	ACH	PACIFIC OFFICE AUT...	Monthly Copier Service ...	-402.80	-952.83
04/04/22	ACH	VANCO Payment Solut...	Monthly Service Fee Marc...	-72.50	-1,025.33
04/01/22	ACH	WATER ENVIRONME...	18810 Hill Top Rd Surface...	-14.10	-1,039.43
04/05/22	ACH	PAYCHEX	Payroll 3/20/22-4/2/22 In...	-55.16	-1,094.59
04/07/22	ACH	PGE	Monthly Electric Fees 3/04...	-2,405.57	-3,500.16
04/08/22	ACH	METEREADERS, LLC	Meter Readings April 2022...	-952.20	-4,452.36
04/10/22	ACH	U.S. BANK EQUIPME...	Monthly Copier/Server Fee...	-649.10	-5,101.46
04/20/22	ACH	Banner Bank (MASTER...	Act 6660 Casey - Monthly ...	-2,057.76	-7,159.22
04/11/22	ACH	VERIZON WIRELESS	Monthly Service 3/2/21-4/1...	-382.57	-7,541.79
04/20/22	ACH	KAISER FOUNDATIO...	Monthly Health Premium 5...	-1,123.08	-8,664.87
04/13/22	ACH	Moonlight Business Pro...	Consumer Confidence Wa...	-280.00	-8,944.87
04/13/22	ACH	Moonlight Business Pro...	April 2022 Billing Invoice...	-961.76	-9,906.63
04/19/22	ACH	PAYCHEX	Payroll 4/3/22-4/16/22 In...	-57.73	-9,964.36
04/27/22	ACH	CHEVRON AND TEXA...	Monthly Fuel Charges 3/2...	-148.55	-10,112.91
04/01/22	9556	B & R Precision Excav...	19416 Kokanee Ct Invoi...	-4,970.00	-15,082.91
04/01/22	9557	B & R Precision Excav...	Hydrant #6 Replacement ...	-5,667.00	-20,749.91
04/01/22	9558	FERGUSON WATER...	Waterous Hydrant Invoi...	-2,696.02	-23,445.93
04/01/22	9559	Pamplin Media Group	Budget Mtg Ad #236757 ...	-104.66	-23,550.59
04/20/22	9560	OAWU	Operator of Record (DRC)...	-950.00	-24,500.59
04/20/22	9561	ELIZABETH WEIL	Act 0438 03 Elizabeth Wei...	-1.47	-24,502.06
04/20/22	9562	GUARDIAN SYSTEMS...	Security Monitoring - Distri...	-209.70	-24,711.76
04/20/22	9563	HR ANSWERS	HR Professional Services...	-2,256.00	-26,967.76
04/20/22	9564	PRIVATE UTILITY LO...	Locates Invoice Multiple	-900.00	-27,867.76
04/20/22	9565	Pamplin Media Group	Utility I Employment Ad ...	-300.00	-28,167.76
04/20/22	9566	THOMAS GREGOIRE	Rent & Utilities May 2022	-1,384.56	-29,552.32
04/20/22	9567	FERGUSON WATER...	Waterous Hydrant Invoi...	-2,819.65	-32,371.97
04/20/22	9568	Core & Main	Mardee Hydrant (#6) Repl...	-360.98	-32,732.95
04/20/22	9569	STEVE WALSH	Act 1278 00 Steve Walsh ...	-100.00	-32,832.95
04/20/22	9570	SCHNEIDER WATER ...	Annual State SWL Readin...	-312.50	-33,145.45
04/20/22	9571	B & R Precision Excav...	Hydrant #20 Replacement ...	-6,925.00	-40,070.45
04/20/22	9572	LES SCHWAB	2012 Ford F150 P/U - Batt...	-159.48	-40,229.93
04/20/22	9573	RH2 Engineering, Inc.	Project Services-Well 1 G...	-2,855.09	-43,085.02
04/20/22	9574	RH2 Engineering, Inc.	Engineering Services Mar ...	-3,909.50	-46,994.52
04/20/22	9575	RH2 Engineering, Inc.	Project Services CIP Dee...	-6,845.00	-53,839.52
04/20/22	9576	CONCENTRA MEDICA...	Personnel Rapid Urinalysi...	-72.00	-53,911.52
Total 1015 - Checking - Banner Bank				-53,911.52	-53,911.52
TOTAL				-53,911.52	-53,911.52

RIVERGROVE WATER DISTRICT
Revenue & Expense Budget vs. Actual
 July 2021 through May 2022

	<u>Jul '21 - May 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
4000 · Income				
4005 · Water Sales & Charges	928,585.29	946,000.00	-17,414.71	98.16%
4010 · Water Deposit Fee	5,406.86	7,500.00	-2,093.14	72.09%
4015 · New Service Fee	150.00	400.00	-250.00	37.5%
4020 · Installation Fee	1,650.00	4,000.00	-2,350.00	41.25%
4024 · Pre-Application Meeting Fee	0.00	1,000.00	-1,000.00	0.0%
4026 · Development Security Deposit	0.00	10,000.00	-10,000.00	0.0%
4030 · Delinquent & Restoration Fee	9,135.00	10,000.00	-865.00	91.35%
4035 · SDC Chgs-SDC Restricted CI Fund	37,160.00	48,000.00	-10,840.00	77.42%
4039 · SDWL Loan #2 (CI) CI Fund	346,742.00	100,000.00	246,742.00	346.74%
4056 · Bank Interest/LGIP Interest				
4058 · Banner - Water Dep Interest Ear	268.55	1,000.00	-731.45	26.86%
4059 · LGIP - Non Restrict Int Earn	1,067.54	2,000.00	-932.46	53.38%
4064 · SDC Interest-LGIP CI Fund	1,815.66	3,600.00	-1,784.34	50.44%
4065 · CI Interest -LGIP CI Fund	3,165.07	3,600.00	-434.93	87.92%
4066 · LGIP-Int Earn Unemployment Fund	129.55	250.00	-120.45	51.82%
4067 · LGIP-Int Earn Truck&Equip Fund	98.06	160.00	-61.94	61.29%
Total 4056 · Bank Interest/LGIP Interest	6,544.43	10,610.00	-4,065.57	61.68%
4070 · Legal Review-Development Issues	0.00	1,000.00	-1,000.00	0.0%
4071 · Lease Income	0.00	120.00	-120.00	0.0%
4090 · Miscellaneous Income	11,123.82	5,000.00	6,123.82	222.48%
Total 4000 · Income	1,346,497.40	1,143,630.00	202,867.40	117.74%
	<u>1,346,497.40</u>	<u>1,143,630.00</u>	<u>202,867.40</u>	<u>117.74%</u>
	1,346,497.40	1,143,630.00	202,867.40	117.74%
5000 · Personnel Services				
5001 · Compensation				
5020 · Administrative Wages	84,932.36	142,000.00	-57,067.64	59.81%
5040 · Operator Wages	89,613.10	128,000.00	-38,386.90	70.01%
5090 · Deferred Compensation	20,018.49	33,000.00	-12,981.51	60.66%
Total 5001 · Compensation	194,563.95	303,000.00	-108,436.05	64.21%
5100 · Payroll Tax Expense	23,373.27	35,000.00	-11,626.73	66.78%
5110 · Unemployment Costs	0.00	28,406.00	-28,406.00	0.0%
5200 · Payroll Benefits				
5210 · Workers' Compensation	205.84	3,500.00	-3,294.16	5.88%
5220 · Health Benefits	24,531.96	55,000.00	-30,468.04	44.6%
5240 · Wellness Benefit	0.00	600.00	-600.00	0.0%
Total 5200 · Payroll Benefits	24,737.80	59,100.00	-34,362.20	41.86%
Total 5000 · Personnel Services	242,675.02	425,506.00	-182,830.98	57.03%
6000 · Material Services				
6001 · Administration/Billing/Overhead				
6005 · Property/Liability Insurance	23,306.62	19,000.00	4,306.62	122.67%

RIVERGROVE WATER DISTRICT
Revenue & Expense Budget vs. Actual
July 2021 through May 2022

	<u>Jul '21 - May 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
6006 · Furn & Office Equipment - Admin	0.00	2,000.00	-2,000.00	0.0%
6007 · Bank Service Charges				
6008 · Banner - Check Bank Charges	1,641.25	1,999.00	-357.75	82.1%
6010 · Vanco Service Charges	771.00	1,000.00	-229.00	77.1%
6013 · LGIP-CI Ser Chg-CI Fund	0.55	1.00	-0.45	55.0%
Total 6007 · Bank Service Charges	<u>2,412.80</u>	<u>3,000.00</u>	<u>-587.20</u>	<u>80.43%</u>
6018 · Meeting/Food Expense	0.00	1,000.00	-1,000.00	0.0%
6019 · Office Supplies, Equip, Repair	1,814.16	3,000.00	-1,185.84	60.47%
6020 · Postage & Shipping	249.39	2,000.00	-1,750.61	12.47%
6025 · Printing & Duplicating	714.42	3,000.00	-2,285.58	23.81%
6030 · Publications & Elections	3,191.06	2,500.00	691.06	127.64%
6035 · Rent	12,700.00	14,400.00	-1,700.00	88.19%
6040 · Janitorial	0.00	2,000.00	-2,000.00	0.0%
6045 · Telephone - Admin	10,699.55	13,000.00	-2,300.45	82.3%
6050 · Mileage Expenses	0.00	500.00	-500.00	0.0%
6060 · Continued Education	536.00	5,000.00	-4,464.00	10.72%
6065 · Dues & Subscriptions	5,209.55	6,000.00	-790.45	86.83%
6070 · Fees, License, & Permits	5,571.60	5,000.00	571.60	111.43%
6075 · Water Deposit Refunds	5,358.80	7,500.00	-2,141.20	71.45%
6076 · Unclaimed Property	0.00	200.00	-200.00	0.0%
6080 · Water Sales Overpay	1,196.46	2,000.00	-803.54	59.82%
6090 · Meter Reading	4,761.69	6,000.00	-1,238.31	79.36%
6095 · Utilities/Office	2,101.77	2,500.00	-398.23	84.07%
6096 · Development Review Deposit Ref	0.00	10,000.00	-10,000.00	0.0%
6099 · Contracted Services - Admin				
6099-0 · Billing	5,508.14	8,000.00	-2,491.86	68.85%
6099-1 · Copier IT	11,740.51	18,000.00	-6,259.49	65.23%
6099-2 · Personnel	0.00	5,000.00	-5,000.00	0.0%
6099-3 · Website	1,100.00	1,500.00	-400.00	73.33%
Total 6099 · Contracted Services - Admin	<u>18,348.65</u>	<u>32,500.00</u>	<u>-14,151.35</u>	<u>56.46%</u>
Total 6001 · Administration/Billing/Overhead	<u>98,172.52</u>	<u>142,100.00</u>	<u>-43,927.48</u>	<u>69.09%</u>
6101 · Operation & Maintenance				
6100 · General Repair & Maintenance	29,531.64	40,000.00	-10,468.36	73.83%
6105 · Utilities	33,400.36	38,000.00	-4,599.64	87.9%
6110 · Small Tools & Equipment	688.90	2,500.00	-1,811.10	27.56%
6120 · Water Testing	1,630.00	4,500.00	-2,870.00	36.22%
6125 · Truck Maintenance	2,465.27	3,000.00	-534.73	82.18%
6130 · Gas & Oil	2,123.44	3,500.00	-1,376.56	60.67%
6135 · Telemetry/Scada	2,326.65	10,000.00	-7,673.35	23.27%
6155 · Chemicals	3,023.77	5,000.00	-1,976.23	60.48%
6160 · Contracted Services-Operations	21,507.42	18,000.00	3,507.42	119.49%
6165 · PPE/Safety Equipment	1,340.03	2,000.00	-659.97	67.0%
6170 · Mobile Radio Phone/Pager Operat	4,038.12	6,500.00	-2,461.88	62.13%
6185 · Operations -Computer/Equipment	0.00	2,500.00	-2,500.00	0.0%

RIVERGROVE WATER DISTRICT
Revenue & Expense Budget vs. Actual
July 2021 through May 2022

	<u>Jul '21 - May 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
6190 · Cross Connect Program Supplies	840.47	10,000.00	-9,159.53	8.41%
6195 · Meters	4,294.00	3,000.00	1,294.00	143.13%
Total 6101 · Operation & Maintenance	107,210.07	148,500.00	-41,289.93	72.2%
6202 · Professional Services				
6208 · Auditor	8,260.00	10,000.00	-1,740.00	82.6%
6209 · Consultants	4,869.00	2,500.00	2,369.00	194.76%
6210 · Engineering (Non-Reimbursable)	135,228.70	100,000.00	35,228.70	135.23%
6211 · Engineering (Reimbursable)	0.00	1,000.00	-1,000.00	0.0%
6215 · Legal Fees (Non-Reimbursable)	16,241.00	4,000.00	12,241.00	406.03%
6216 · Legal Fees (Reimbursable)	0.00	1,000.00	-1,000.00	0.0%
Total 6202 · Professional Services	164,598.70	118,500.00	46,098.70	138.9%
Total 6000 · Material Services	369,981.29	409,100.00	-39,118.71	90.44%
7000 · Operating Capital Outlay				
7010 · Tool/Equip/Vehicles/Safety-CO	0.00	5,000.00	-5,000.00	0.0%
7040 · Fire Protection & Fire Flows-CO	18,814.46	35,000.00	-16,185.54	53.76%
Total 7000 · Operating Capital Outlay	18,814.46	40,000.00	-21,185.54	47.04%
8000 · Debt Recov./Capital Improvement				
8451 · CI-Standby Power CI Fund	0.00	89,000.00	-89,000.00	0.0%
8453 · CI-Res.#3 Lndsld&Seis Upgr-CIF	259,872.53	75,000.00	184,872.53	346.5%
8454 · SDWL#1 Install Pmt CI-CI Fund	13,352.00	13,352.00	0.00	100.0%
8455 · SDWL #2 Install Pmt CI-CI Fund	0.00	413,000.00	-413,000.00	0.0%
8456 · CI Distribution Contingencies	0.00	10,000.00	-10,000.00	0.0%
8457 · CI Dist.Main Projects	416.30	128,000.00	-127,583.70	0.33%
8460 · SDC-Res#3 Lndsde&Seis Upg-CIF	32,207.66	413,000.00	-380,792.34	7.8%
8461 · SDC -Standby Power-CI Fund	0.00	9,000.00	-9,000.00	0.0%
8464 · SDWL#1 Install Pmt SDC-CIF	40,062.26	40,062.00	0.26	100.0%
8466 · SDC Project Contingencies-CIF	0.00	1,090.00	-1,090.00	0.0%
Total 8000 · Debt Recov./Capital Improvement	345,910.75	1,191,504.00	-845,593.25	29.03%
	977,381.52	2,066,110.00	-1,088,728.48	47.31%
	369,115.88	-922,480.00	1,291,595.88	-40.01%
9115 · Transfer In - Capital Improve	0.00	275,000.00	-275,000.00	0.0%
9120 · Transfer In - Unemployment	0.00	3,000.00	-3,000.00	0.0%
9125 · Transfer In - Truck & Equipment	0.00	5,000.00	-5,000.00	0.0%
	0.00	283,000.00	-283,000.00	0.0%
	0.00	283,000.00	-283,000.00	0.0%
	0.00	283,000.00	-283,000.00	0.0%
	369,115.88	-639,480.00	1,008,595.88	-57.72%

RIVERGROVE WATER DISTRICT
Revenue & Expense by Class
July 2021 through May 2022

	General Fund	Non-Restricted Fund	Capital Improvement		SDC Fund Restricted	Truck & Equipment Restricted	Unemploy Fund Restricted	Total Restricted	Operations	TOTAL
			Restricted	Restricted						
Ordinary Income/Expense										
Income										
4000 · Income										
4005 · Water Sales & Charges	928,585.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	928,585.29
4010 · Water Deposit Fee	5,406.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,406.86
4015 · New Service Fee	150.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00
4020 · Installation Fee	1,650.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,650.00
4030 · Delinquent & Restoration Fee	9,135.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,135.00
4035 · SDC Chgs-SDC Restricted CI Fund	0.00	0.00	0.00	0.00	37,160.00	0.00	37,160.00	0.00	0.00	37,160.00
4039 · SDWL Loan #2 (CI) CI Fund	0.00	0.00	308,947.13	0.00	37,794.87	0.00	346,742.00	0.00	0.00	346,742.00
4056 · Bank Interest/LGIP Interest										
4058 · Banner - Water Dep Interest Ear	268.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	268.55
4059 · LGIP - Non Restrict Int Earn	0.00	1,067.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,067.54
4064 · SDC Interest-LGIP CI Fund	0.00	0.00	0.00	0.00	1,815.66	0.00	1,815.66	0.00	0.00	1,815.66
4065 · CI Interest -LGIP CI Fund	0.00	0.00	3,165.07	0.00	0.00	0.00	3,165.07	0.00	0.00	3,165.07
4066 · LGIP-Int Earn Unemployment Fund	0.00	0.00	0.00	0.00	0.00	0.00	129.55	0.00	0.00	129.55
4067 · LGIP-Int Earn Truck&Equip Fund	0.00	0.00	0.00	0.00	0.00	98.06	98.06	0.00	0.00	98.06
Total 4056 · Bank Interest/LGIP Interest	268.55	1,067.54	3,165.07	0.00	1,815.66	98.06	5,208.34	0.00	0.00	6,544.43
4090 · Miscellaneous Income	11,123.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,123.82
Total 4000 · Income	956,319.52	1,067.54	312,112.20	0.00	76,770.53	98.06	389,110.34	0.00	0.00	1,346,497.40
Total Income	956,319.52	1,067.54	312,112.20	0.00	76,770.53	98.06	389,110.34	0.00	0.00	1,346,497.40
Gross Revenue	956,319.52	1,067.54	312,112.20	0.00	76,770.53	98.06	389,110.34	0.00	0.00	1,346,497.40
Expense										
5000 · Personnel Services										
5001 · Compensation										
5020 · Administrative Wages	84,932.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	84,932.36
5040 · Operator Wages	89,613.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	89,613.10
5090 · Deferred Compensation	20,018.49	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20,018.49
Total 5001 · Compensation	194,563.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	194,563.95
5100 · Payroll Tax Expense	23,373.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23,373.27
5200 · Payroll Benefits										

RIVERGROVE WATER DISTRICT
Revenue & Expense by Class
July 2021 through May 2022

	General Fund	Non-Restricted Fund	Capital Improvement Restricted	SDC Fund Restricted	Truck & Equipment Restricted	Unemploy Fund Restricted	Total Restricted	Operations	TOTAL
5210 · Workers' Compensation	205.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	205.84
5220 · Health Benefits	24,531.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24,531.96
Total 5200 · Payroll Benefits	24,737.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24,737.80
Total 5000 · Personnel Services	242,675.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	242,675.02
6000 · Material Services									
6001 · Administration/Billing/Overhead									
6005 · Property/Liability Insurance	23,306.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23,306.62
6007 · Bank Service Charges									
6008 · Banner - Check Bank Charge:	1,641.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,641.25
6010 · Vanco Service Charges	771.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	771.00
6013 · LGIP-CI Ser Chg-CI Fund	0.00	0.00	0.55	0.00	0.00	0.00	0.55	0.00	0.55
Total 6007 · Bank Service Charges	2,412.25	0.00	0.55	0.00	0.00	0.00	0.55	0.00	2,412.80
6019 · Office Supplies, Equip, Repair	1,814.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,814.16
6020 · Postage & Shipping	249.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	249.39
6025 · Printing & Duplicating	714.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	714.42
6030 · Publications & Elections	3,191.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,191.06
6035 · Rent	12,700.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,700.00
6045 · Telephone - Admin	10,699.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,699.55
6060 · Continued Education	536.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	536.00
6065 · Dues & Subscriptions	5,209.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,209.55
6070 · Fees, License, & Permits	5,571.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,571.60
6075 · Water Deposit Refunds	5,358.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,358.80
6080 · Water Sales Overpay	1,196.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,196.46
6090 · Meter Reading	4,761.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,761.69
6095 · Utilities/Office	2,101.77	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,101.77
6099 · Contracted Services - Admin									
6099-0 · Billing	5,508.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,508.14
6099-1 · Copier IT	11,740.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,740.51
6099-3 · Website	1,100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,100.00
Total 6099 · Contracted Services - Admin	18,348.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,348.65
Total 6001 · Administration/Billing/Overhead	98,171.97	0.00	0.55	0.00	0.00	0.00	0.55	0.00	98,172.52

RIVERGROVE WATER DISTRICT
Revenue & Expense by Class
July 2021 through May 2022

	General Fund	Non-Restricted Fund		Capital Improvement Restricted		SDC Fund Restricted		Truck & Equipment Restricted		Unemploy Fund Restricted		Total Restricted		Operations	TOTAL
6101 · Operation & Maintenance															
6100 · General Repair & Maintenance	29,531.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	29,531.64
6105 · Utilities	33,400.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	33,400.36
6110 · Small Tools & Equipment	688.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	688.90
6120 · Water Testing	1,630.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,630.00
6125 · Truck Maintenance	2,465.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,465.27
6130 · Gas & Oil	2,123.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,123.44
6135 · Telemetry/Scada	2,326.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,326.65
6155 · Chemicals	3,023.77	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,023.77
6160 · Contracted Services-Operations	21,507.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21,507.42
6165 · PPE/Safety Equipment	1,340.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,340.03
6170 · Mobile Radio Phone/Pager Operat	4,038.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,038.12
6190 · Cross Connect Program Supplies	840.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	840.47
6195 · Meters	4,294.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,294.00
Total 6101 · Operation & Maintenance	107,210.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	107,210.07
6202 · Professional Services															
6208 · Auditor	8,260.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,260.00
6209 · Consultants	4,869.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,869.00
6210 · Engineering (Non-Reimbursable)	132,778.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,450.00	0.00	135,228.70
6215 · Legal Fees (Non-Reimbursable)	16,241.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16,241.00
Total 6202 · Professional Services	162,148.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,450.00	0.00	164,598.70
Total 6000 · Material Services	367,530.74	0.00	0.00	0.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.55	2,450.00	0.00	369,981.29
7000 · Operating Capital Outlay															
7040 · Fire Protection & Fire Flows-CO	18,814.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,814.46
Total 7000 · Operating Capital Outlay	18,814.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,814.46
8000 · Debt Recov./Capital Improvement															
8453 · CI-Res.#3 Lndsid&Seis Upgr-CIF	0.00	0.00	0.00	259,872.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	259,872.53	0.00	0.00	259,872.53
8454 · SDWL#1 Install Pmt CI-CI Fund	0.00	0.00	0.00	13,352.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13,352.00	0.00	0.00	13,352.00
8457 · CI Dist.Main Projects	0.00	0.00	0.00	416.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	416.30	0.00	0.00	416.30
8460 · SDC-Res#3 Lndsde&Seis Upg-CIF	0.00	0.00	0.00	0.00	32,207.66	0.00	0.00	0.00	0.00	0.00	0.00	32,207.66	0.00	0.00	32,207.66
8464 · SDWL#1 Install Pmt SDC-CIF	0.00	0.00	0.00	0.00	40,062.26	0.00	0.00	0.00	0.00	0.00	0.00	40,062.26	0.00	0.00	40,062.26

RIVERGROVE WATER DISTRICT
Revenue & Expense by Class
July 2021 through May 2022

	General Fund	Non-Restricted Fund	Capital Improvement Restricted	SDC Fund Restricted	Truck & Equipment Restricted	Unemploy Fund Restricted	Total Restricted	Operations	TOTAL
Total 8000 · Debt Recov./Capital Improvement	0.00	0.00	273,640.83	72,269.92	0.00	0.00	345,910.75	0.00	345,910.75
Total Expense	629,020.22	0.00	273,641.38	72,269.92	0.00	0.00	345,911.30	2,450.00	977,381.52
Net Ordinary Income	327,299.30	1,067.54	38,470.82	4,500.61	98.06	129.55	43,199.04	-2,450.00	369,115.88
Net Income	327,299.30	1,067.54	38,470.82	4,500.61	98.06	129.55	43,199.04	-2,450.00	369,115.88



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May 10, 2022

Chris Roth, Chair Rivergrove Water District
Mark Knudson, SDAO

Sent via email:
croth@rivergrovewater.com;
mknudson@sdao.com

RE: Investigatory Summary Report

Chair Roth and Rivergrove Board Commissioners:

In early March 2022, HR Answers, Inc. was hired to review a matter of concern that was brought to the attention of Janine Casey, General Manager for Rivergrove Water District. A complaint was raised in a public forum about Ms. Casey's actions regarding safety at a specific worksite. The Board of Commissioners determined these concerns should be investigated along with the General Manager's overall responsiveness and performance in addressing them.

Documentation Reviewed

- Board meeting notes: 10/28/2021,
- Rivergrove's Employee Handbook 2021
- Board of Commissioners Policy Handbook
- Letter from Brian Faist, dated October 20, 2021
- Employee handbook acknowledgement, Brian Faist dated 05/12/2016
- Employee handbook acknowledgement, Randal Magnuson dated 10/09/2020
- Emails from: Janine Casey, Chair Roth, and Commissioner Howell

The Senior Consultant interviewed the following employees:

Name	Title	Role
Sherry Patterson	Board Commissioner, Position #1	Complainant

Janine Casey	General Manager, District Employee	Subject of complaints
Jim Johnson	Board Commissioner, Position #2	Witness
Grant Howell	Board Commissioner, Position #3	Witness
Larry Magura	Board Commissioner, Position #4	Witness
Chris Roth	Board Commissioner, Chair	Witness
Bruce Reid	Utility Worker, District Employee	Witness
Kyle Pettibone	RH2 Engineering Firm, Engineer	Witness
Randal Magnuson	Utility Worker, Former employee	Witness

In February 2022, the Board of Commissioners, along with a representative with SDAO, Mark Knudson, initiated a process to provide guidance, protocols and structure for the Board. Discussion regarding the current General Manager and annual performance review was included as a part of this process. Furthermore, the General Manager identified a couple of public board meeting statements raised by Commissioner Patterson that were perceived as negative with respect to her performance on the job. General Manager, Ms. Casey requested that these statements be evaluated, and the Board of Commissioners agreed to do so, utilizing an outside firm to gather facts and provide a summary report of the findings. Below are the key excerpts from two separate Board meetings held respectively on October 28, 2021, and on December 10, 2021.

1) Excerpt from **October 28, 2021** Meeting Minutes:

Commissioner Patterson:

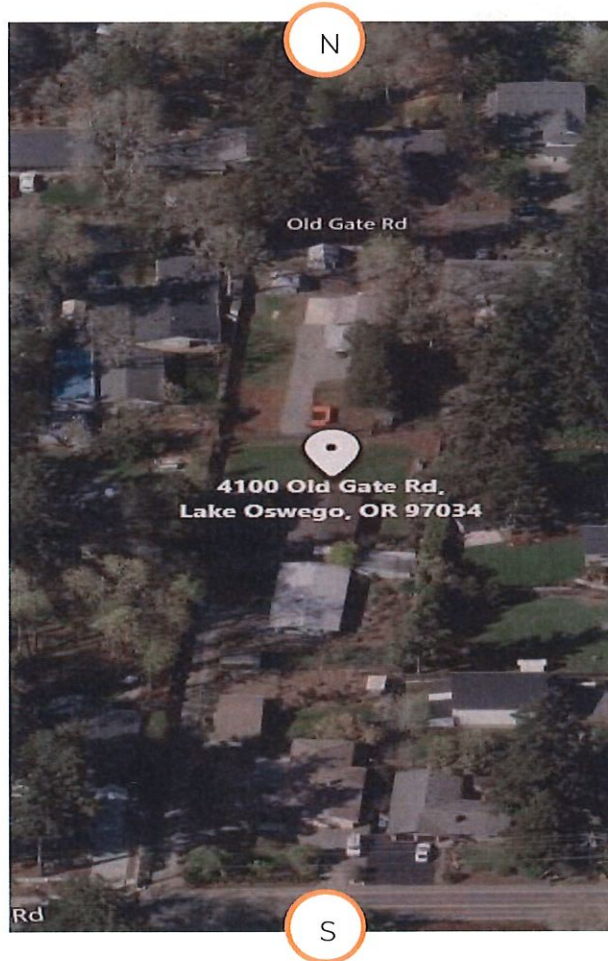
And then I drive by the Old Gate facility, and I even saw Janine out there with the long pole, pushing it into the crusher mixer. And then, this is when she was trying to clean up and prepare the Old Gate facility. And so, something was crushed and buried 150 feet from the well house because Janine said, "Sherry, I measured twice, 150 feet away." But to this day, I have no idea what was crushed and buried and why we're burying anything around the Old Gate well house. And that's, again, anyway, but it's that kind of thing, it's not safe and I don't believe that that would be considered standard practice.

2) Excerpt from **December 10, 2021** Meeting Minutes:

Commissioner Patterson:

I was aware that there was a six prong electrical outlet in the Old Gate well house,, two inches off the floor, uncovered, in which water can be exposed. And I had made a phone call to a previous employee, Brian Faust and asked him, "Brian, has this electrical outlet ever been an issue for you?" He says, "are you kidding me, Sherry? We got zapped all the time." Can you imagine? The anguish and anxiety in his voice. As a result of that risk, I picked up the phone and called directly Kyle Pettibone and asked him, "What is the total voltage on the six prong electrical outlet uncovered?" He said, "Well, could be low voltage." My concern is this. It was a life safety issue and I hope that by this time it has been corrected. I would like to know, with any of the commissioners know, whether or not it's been corrected. I would like to know from Janine Casey if it's been corrected, but it is a very serious safety issue. And I want to know the date it was corrected, who did it. And it's great to hear, and I hope to hear, that it has been corrected.

Aerial view of the property identified in the above Board Meeting notes, and comments below - for reference.



Findings regarding the concern cited on October 28, 2021, regarding Janine Casey, General Manager's safety practices and ethical procedures in reference to activities conducted at the Old Gate facility.

This claim is unsubstantiated and resolved.

Ms. Sherry Patterson, when questioned out at the Old Gate Road worksite on March 23, 2022, stated that some months ago [UNK], Ms. Patterson was on the south side of the property (see

picture inserted above) and was looking through the fence and could see Ms. Janine Casey, General Manager, Mr. Randal Magnuson, Utility Worker and Mr. Bruce Reid, Utility Worker on the side where the generator is located on the site. Ms. Patterson stated that Ms. Casey "was standing with a long pole in her hands, and she is holding it, and it's in a crushing mixer." According to Ms. Patterson, all three employees were working together. Ms. Patterson didn't elaborate on the amount of time she was there observing, but felt it was a few minutes at the very least. Ms. Patterson stated that she didn't say anything to them at the time. Ms. Patterson did think that there was a point later [UNK] where she was in the Rivergrove District's office, and Ms. Patterson stated that she "wondered out loud" to Ms. Casey about what was being crushed. Ms. Patterson did not ask her directly or raise this to any other Board member at the time. Ms. Patterson stated there were no witnesses to her alleged conversation with Ms. Casey in the office. Ms. Patterson felt she didn't get an answer, so she raised it again in the public forum.

Ms. Casey denied this allegation and stated that in the Board meeting, this was the first time she heard this concern. Ms. Casey stated that shortly after her promotion to General Manager in August 2020, she had the Board approval to initiate site repairs, evaluations, and assess needs to ensure compliance. After contractors were hired, Ms. Casey did work with her team to conduct site clean-up. There was not a time when she had a mixer/crusher on site with employees and used a long pole. What Ms. Casey recalled is a time on site with Mr. Reid, and Mr. Magnuson at some point helping to move jersey blocks for the containment area. Both Utility Workers, Mr. Bruce Reid and Mr. Randal Magnuson [cited by Ms. Patterson as a participating witness to the event] stated that they did not witness Ms. Casey using a long pole and putting it into a crusher/mixer at any time on the Old Gate property. Mr. Reid and Mr. Magnuson both stated the only time all three of them were at the Old Gate facility together working was shortly after they were hired in October 2020. At that time, they were putting jersey blocks out together and they did not have a crusher/mixer on site. Mr. Reid and Mr. Magnuson did not see or use a crusher/mixer at the Old Gate facility to conduct work.

Four Board members were interviewed, three of those four, stated that the first they had heard about Ms. Patterson's concerns regarding this purported incident was during the October 28, 2021, Board Meeting. Mr. Howell was the only one of the four board members interviewed that noted that this concern had been raised by Ms. Patterson in advance of the October 28, 2021, Board meeting. All Board members acknowledged the upgrades and work conducted at the Old Gate Road worksite. All Board members stated that they had not been informed of any employee concern or issue regarding Ms. Casey's safety, ethics, or performance as General Manager. All Board members acknowledged that Ms. Casey provided monthly updates of the activities and work performed on the worksite. Specific reports were provided as examples for the purpose of this investigation (see Exhibit A).

On December 10, 2021, Commissioner Patterson raised concerns in a public forum which cited concerns about employee safety while under the management of Ms. Casey.

This concern is unsubstantiated and resolved.

When questioned, Ms. Patterson stated she couldn't recall specifically when the situation occurred where she had noticed the outlet issue at the Old Gate Road worksite. She did recall noting [date UNK] when stepping into the wellhouse there was a 6-prong outlet that was two (2) inches off the floor, uncovered, and could be exposed to water. Ms. Patterson stated that at the time, she called Mr. Kyle Pettibone, Engineer with RH2 Engineering to inquire about the outlet and, according to Ms. Patterson, Mr. Pettibone told her it was "low voltage." Ms. Patterson stated that she didn't inform the Board, nor did she inform Ms. Casey, the General Manager at the time. However, Ms. Patterson stated that she had contacted a former employee, Brian Faist, who had separated employment with Rivergrove District back in December 2019. Ms. Patterson stated that Mr. Faist told her that "he would get zapped all the time." Ms. Patterson stated that "this was wrong, and employees shouldn't have to endure this." When Ms. Patterson was asked if she had reported this safety concern to management, she stated that she had not because she "got sidetracked on another project." When questioned if Ms. Patterson asked Mr. Faist during their conversation if this concern had been raised by Mr. Faist to the district during his employment or afterwards, Ms. Patterson didn't have an answer. Ms. Patterson did note having received Mr. Faist's letter, dated October 20, 2021, where he cited a safety concern. A review of the referenced letter (See Exhibit B) noted that Mr. Faist had raised this concern to a former member of management, and yet continued to work "knowing and admitting to being aware of the safety threat and took precautions." Ms. Patterson recalled that in July 2021 when the Board received a tour at the Old Gate Road worksite with Ms. Casey included, Ms. Patterson did not visit the wellhouse. It was after this that Ms. Patterson did some research, and realized it was a problem. Neither party reported or followed company policy and safety protocols based on the alleged risks associated with the work performed. Mr. Faist signed the employee handbook acknowledgment on May 12, 2016 (see Exhibit C). Ms. Patterson has been a board member for thirty (30) years.

Ms. Casey stated that she was informed of this situation shortly after being promoted to General Manager. Ms. Casey stated that Ms. Patterson raised concerns in the Fall 2020 about electrical issues with the Old Gate Road facility, but no specific details were provided. Ms. Casey stated that she received the support from the Board to conduct a full evaluation of the site. She hired an electrician with Team Electric in October/November 2020 and reported to the Board their findings and results. She provided in a report (see Exhibit A) the corrections made. Ms. Casey stated that after this report, Ms. Patterson informed Ms. Casey that a former employee, Mr. Faist, had expressed concerns to Ms. Patterson about flooding in the wellhouse at the Old Gate Road worksite. Ms. Casey followed up with Mr. Pettibone, contracted Engineer with RH2 (since 2018), to review the stated concern. They went to the site and reviewed the status, and found no signs of flooding, no prior pipe repairs, or concerns, and determined the situation resolved. Ms. Roth confirmed the concern with the outlet which was raised a while back by Mr. Faist. Ms. Roth had asked for this electrical situation to be evaluated at the time it was raised. This referenced conversation between Ms. Roth and Ms. Casey occurred after Ms. Casey was promoted to General Manager.

Ms. Casey's email dated April 4, 2022, details the electrical outlets in the Old Gate Road

wellhouse:

" Currently, there are five (5) electrical outlets at the pump house. They are positioned as follows:

1. North wall: electrical outlet 38 ½" from the floor
2. North wall: electrical outlet 29" from the floor
3. North wall: electrical outlet 30" from the floor
4. West wall: electrical outlet 64 ½" from the floor
5. East wall: electrical outlet 39 ½" from the floor

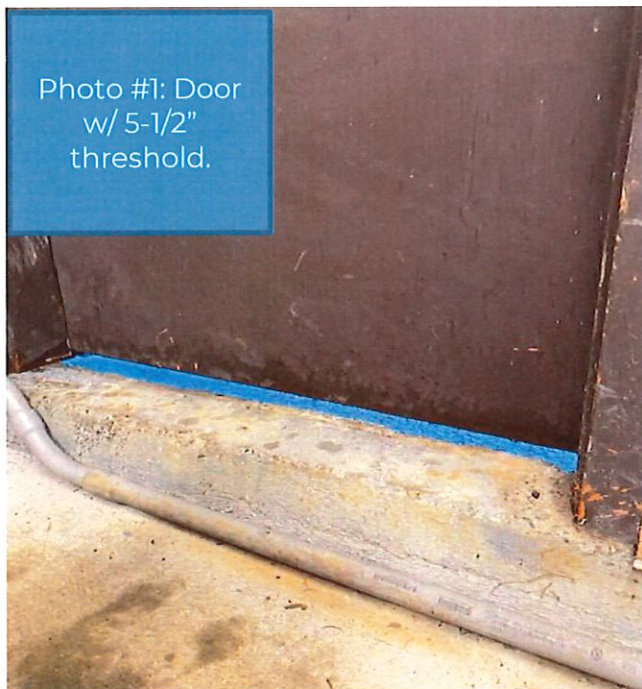
On the east wall, as evidenced in photo 2, there appears to have been some type of junction box located 12" from the floor **which was removed**. I am not an expert and cannot state with 100% certainty this was an electrical outlet, but the box size impression that remains on the wall leads me to believe this was some type of an outlet. There are no other existing electrical outlets or evidence there were any other outlets installed at the pump house (other than the boxes listed above).

Photo 1 shows the metal door and the concrete threshold. The threshold is 5 ½" tall and opens up to a 1 1/2-2" opening where water can drain. The floor of the well house also has a built in drain.

In November 2020, Team Electric was hired to assess, identify, repair, and correct any/all electrical safety issues at the three buildings located at Old Gate road. The safety violations they identified were corrected on the spot and noted in the General Manager's report for November 2020.

Thank you,
Janine"

Pictures taken by Janine Casey at Old Gate Road wellhouse:



Mr. Pettibone stated that he recalled a brief conversation approximately a couple of years ago with Ms. Patterson when she called him about a concern with the pumpstation at Old Gate Road. To the best of his recollection, Ms. Patterson expressed concern about an outlet that she felt was a hazard due to its close proximity to the ground. Mr. Pettibone stated that Ms. Patterson may have commented about "someone being zapped", but it was a couple of years ago. He recalled stating to her that he couldn't make a full assessment without seeing it and [may have] said it could be low voltage but reminded her that he was not an electrician. He did recall following up with Ms. Casey directly afterwards because according to the Rivergrove Board of Commissioner's by-laws and protocols. According to Mr. Pettibone, he wasn't supposed to receive direct questions from a commissioner without approval or the exception of the Chair, who has different authorities. He recalled suggesting to Ms. Casey to contact an electrical engineer or electrician to get an assessment. He did recall being in the pumpstation many times before, and it wasn't any different from other pumpstations he had been in before.

Ms. Patterson stated in the December 10, 2021, Board meeting: "My concern is that the engineering report has not been shared with our other employees. Only Janine Casey apparently had privilege to read this. We need a safety committee with all of us to that we can identify issues."

Substantiated and resolved.

An additional concern raised by Ms. Patterson in the December 10, 2021, Board meeting was regarding Ms. Casey not sharing documents with the Board. The engineering report in reference is related to the building where Rivergrove Water District leases office space. Ms. Patterson stated that she was very concerned the engineering report was not shared with the Board and employees to evaluate safety concerns. Ms. Patterson stated she was very concerned that Ms. Casey did not have all employees engaged in a safety committee.

Ms. Casey stated that a year ago, the Board approved for her to engage with the property owners on some repair work that was necessary in their office area. While communicating with the property owners, who are not local, Ms. Casey was asked if she would be willing to be the liaison on behalf of the property owners and contractors, they hired to do the repair work. The Rivergrove Water District's lease was coming up for renewal that year and the Board supported Ms. Casey's partnership with them. According to Ms. Casey, in February 2021, she initiated the work to engage with the building owners and obtain contractor bids on essential repair work for the office area. Additionally, in March 2021, Ms. Casey was requested to accompany a structural engineer from Miller Consulting, who was hired by the building owners to assess the safety of the building. The inspection took place on March 25, 2021, and both Ms. Casey and the property owner's daughter were present. During the April 29, 2021, Board meeting, the current lease was discussed amongst the board members with respect to the property owners. Ms. Casey provided feedback to the Board whereby she reviewed her visit and inspection details with the structural engineer in March and relayed her confidence in the structural integrity of the building. Ms. Casey stated she relayed the overall concern of the building's rotted exterior walls from rain damage. During this Board meeting, the board

approved the lease extension, as cited in the meeting minutes from April 29, 2021. Ms. Casey stated that Ms. Patterson voted against the lease extension citing her request to review a copy of the Miller Consulting report which had been requested and paid for by the property owners (see Exhibit D). Ms. Casey reported it was at this time when she was notified by the property owner's daughter, that Ms. Patterson had reached out and requested [on her own], a copy of the engineering report. The release of the report was not granted due to result ownership residing with the property owners, not the leasing tenants.

Ms. Casey stated that in June 2021, the owner of the contracting company [performing the building repairs] approached Ms. Casey and she was asked to review their current contract with the building owners due to some fiscal challenges (lack of payment) they were having with the building owners. Ms. Casey stated when she was asked to review the contract, she did not feel it was a conflict of interest, she was only identifying for the contractor, if there was anything they could do to ensure fiscal protections and maintain relationships. Per interview notes with Ms. Casey:

"... she had no say, no influence of who was chosen to work on this project. She agreed to help him [contractor] if she could. Then the contractor brought in the contract and attached was the report from Millers engineer. She looked at it and looked at both documents. She made a copy of the documents and gave the originals back to the contractor. He commented he is out a lot of money and confirmed she wouldn't show the documents to anyone."

After reviewing the documents, she followed up with the contractor and shredded the documents as part of her commitment to the contractor. However, she knew that she had visibly read and reviewed the engineering report and knew the engineering report cited that the property/building was sound. At the June 28, 2021, Board meeting, Ms. Patterson initiated another discussion with the board members about the safety of the building. Ms. Casey shared with the Board that she had reviewed the engineering report and assured them the structure of the building was safe and sound, along with acknowledging the report belonged to the property owners. Ms. Roth stated that she was aware that Ms. Casey had reviewed the engineering report stating, "Janine looked at the report for a couple of hours the person shared and trusted her for only a couple of hours, and she [Ms. Casey] shredded it." Ms. Roth acknowledged the report belonged to the property owners and they were not required to share its content with the district.

Ms. Patterson, when interviewed, stated that she was "deeply concerned" that Ms. Casey did not have a safety committee that included all the employees, and that this committee should be allowed to review this report. Ms. Patterson didn't feel Ms. Casey should be the only employee to discuss safety issues with the Board members. Ms. Casey acknowledges she had been the only safety committee member presenting to the Board. Ms. Casey reiterated the report was not within her authority to share with others at the time, based upon the circumstances, she did read it and felt she needed to be transparent with the Board on how she obtained this information. Three of the five board members acknowledged Ms. Casey's

safety measures and her monthly reports include safety issues and during the board meetings they discuss safety awareness. Ms. Roth cited when Ms. Casey was promoted to General Manager, she initiated a safety program which includes staff members (See Exhibit E). The meetings are held every month on the first Thursday, includes safety specific topics, training, and is in conjunction with SDAO insurance training. Furthermore, all employees attend safety training and standards required by OSHA and records are retained according to record retention standards. Both Ms. Patterson and Mr. Howell had safety suggestions. These suggestions are found near the end of this summary report. All Board members acknowledge Ms. Casey supports training for all employees.

When questioned, the board members consistently recognized Janine's communication, organizational skills, willingness to continue to learn and apply knowledge in water treatment industry. All the Board members acknowledged there are protocols and significant expectations demanded of the General Manager to address and manage operations and safety issues related to the employees and organization.

Other concerns raised by board members for the Board to consider as further discussion with Ms. Casey:

1. Grant Howell and Sherry Patterson raised concerns with soil alterations (See Exhibit F) due to arial pictures taken in 2018 and in 2021. If the concerns are substantiated, then the Board may determine a need for additional auditing in addition to Ms. Casey's monthly reports. Per Ms. Roth, there are records reflecting work completed on site back in April 2021 aligned with RH2 engineering details to support the quality and specific work completed. To date there has not been any other site alterations, outside of regular maintenance and moss removal. A picture reflecting the Driveway and Soil containment project for the Old Gate Road facility in April 2021 is attached and full details may be requested from the district's office (See Exhibit G).
2. Grant Howell and Sherry Patterson raised concern about a reference to asbestos in a toolbox back in the June 2020 meeting minutes (See Exhibit H). The request for asbestos abatement was completed based on the meeting notes from the June 2020 Board meeting stating it was "completed."
3. Grant Howell and Sherry Patterson's concern about Ms. Casey's managerial oversight of technical operators although Ms. Casey water operator licensure. A suggestion was made by Mr. Howell to have a written plan based upon a gap analysis regarding licensed vs. unlicensed employees. It is the Board's decision to determine if current protocols are sufficient.
4. Sherry Patterson's concern regarding having more than one employee on the district's safety committee. Please see comments on Page 8, paragraph 2, along with referencing Exhibit E.
5. Grant Howell felt that monthly reports should include itemized receipts and spending for the Board to review as part of the budgeting process. According to Ms. Roth, Mr. Howell is new to the Board as of July 2021. At the time of his arrival, the meetings were held via Zoom sessions and the structure of processes and protocols preCovid19

[March 2020] through current date have had to change and conducted differently to accommodate this online process. Essentially the prior meeting protocols that were in place for in-person Board are being re-implemented once again for all Board members. Therefore, Ms. Casey sent a request via email to Mr. Howell to come to the office and review the process, to allow for him to see the expenses in question and seek additional input. On March 7, 2022, Mr. Howell sent an email to Ms. Casey requesting to view the credit care statement and support documentation. Ms. Casey responded on March 8, 2022, she could have the office opened at 6:45 on Wednesday, Thursday, or Friday. Mr. Howell replied he would stop by Thursday, March 10, which he did. On March 22, 2022, Ms. Casey contacted Mr. Howell and offered him the opportunity to stop by the office and review the accounts payable for March. Ms. Casey opened the office at 6:30 am and Mr. Howell came to the office to review the accounts payable. (See Exhibit I). Ms. Roth stated she included this as a recent board topic the review process for AP checks for a reminded to all commissioners to follow moving forward due to removed in-person restrictions from COVID19.

Overall, this report's alleged claims were unsubstantiated, or, in the case of the report viewed but not shared, there was an explanation indicating this action was not malicious, or an attempt to be unethical by Ms. Casey. In fact, the safety allegations made are in direct conflict with the organization's policies and procedures for employees and Board members. Furthermore, a review of the policies highlights the overall respect, care, and professionalism of all parties. During the meeting with Ms. Patterson in March 2022, there was more than one time when questioned, she was asked if she raised the alleged concerns directly to Ms. Casey or Ms. Roth and Ms. Patterson acknowledged that she had not done so.

See below for specific areas cited in the Rivergrove Employee Handbook:

Employee's are responsible for upholding the District's mission and vision:

A.

1.1 ABOUT THE DISTRICT AND OUR EMPLOYEE HANDBOOK

OUR MISSION: TO PROVIDE OUR COMMUNITY WITH SUSTAINABLE HIGH QUALITY WATER AND EXCELLENT CUSTOMER SERVICE.

OUR VISION: DELIVERING THE BEST ♠ WATER ♠ SERVICE ♠ VALUE!

B. 1.4 Code of Ethics:

1.4 CODE OF ETHICS

All employees and public officials shall strive to uphold the District's Code of Ethics, as adopted by the Rivergrove Water Board of Commissioners. We are committed to the following:

- ❖ Demonstrate the highest standards of personal integrity, truthfulness, honesty, and fortitude in all public activities, in order to inspire public confidence and trust in the District;
- ❖ Serve in such a way that does not realize undue personal or financial gain from the performance of official duties;
- ❖ Avoid any activity which is in conflict with the conduct of official duties;
- ❖ Approach the District's organization and duties of their position with a positive attitude and constructively support open communication, teamwork, creativity, dedication, and kindness;
- ❖ Maintain professional excellence, accept responsibility to keep up-to-date on emerging issues and conduct the public's business with competence, fairness, efficiency, and effectiveness;
- ❖ Support the values of the District and help make these values the norms of the organization;
- ❖ Support and strive to achieve the goals and visions for Rivergrove Water District;
- ❖ Be knowledgeable and support the code of conduct, quality, ethical, and performance standards of their respective professions;
- ❖ Refrain from engaging in political activities during working hours.
- ❖ Be objective in the selection of employees, contractors, goods and services, basing decisions on merit and value to the District;
- ❖ Eliminate all forms of illegal discrimination, fraud, and mismanagement of public funds; support co-workers if they are in difficulty because of responsible efforts to correct such discrimination, fraud, mismanagement or abuse;
- ❖ Serve the public with respect, courtesy, concern, and responsiveness, recognizing that service to the public is beyond service to oneself or any special interest group; and
- ❖ Respect, support, study and when necessary, work to improve regulations, ordinances, laws, and policies which govern work at Rivergrove Water District.

C. 6.5 Safety in the Workplace:

6.5 SAFETY IN THE WORKPLACE

Compliance with all applicable federal, state, and local safety laws, codes, and legislation will set the minimum standard. Employees are expected to use good judgment in work habits and to follow safe work practices.

Work Environment: Employees must always refrain from horseplay. Employees need to lift properly and carefully and ask for help when needed. Do not work unsafely; report all unsafe working conditions to the District Manager immediately. Retaliation for reporting unsafe work practices or unsafe working conditions is expressly prohibited.

Safety Equipment: Employees must use the safety equipment that has been provided. Safety equipment will be provided by the District, such as hard hats, reflective vests, and hearing protection.

Vehicles, Tools, and Equipment: Do not operate equipment while any substances are present in the body that may hinder safe operation. Operate only the equipment on which you have received training. Report all equipment malfunctions to your supervisor immediately.

Accidents: All accidents involving the District must be reported to the District Manager in detail as soon after the occurrence as possible.

Vehicle: Accidents involving District owned vehicles or personal vehicles being operated on District business must be reported immediately to the District Manager. Any accident resulting in personal injuries or death MUST be reported to a police agency for investigation. Call 9-1-1 immediately and take photos and document injuries and damage-follow accident card procedures in all District vehicles.

Other Accidents: Accidents involving damage to equipment or property, or personal injury, must be reported to the District Manager as soon after the occurrence as possible. The District Manager will determine the need for further investigation.

Workplace Injury: Report all work related, medically treated, injuries to the District Manager in detail as soon after the incident as possible.

Board Policy Handbook

A. Section 1.3 Functions of the Board:

B. Oversight

1. The Board will select a Water District Manager or other person and delegate the responsibility for implementing and executing policies adopted by the Board.
2. The Board will provide the financial means to implement Board policies in order to accomplish organizational goals and objectives as adopted by the Board of Commissioners.
3. Unless otherwise authorized by a quorum of the Board, no individual Board member may direct or order a staff member on any matter that relates to the daily operations or administrative activities of the District. Moreover, unless otherwise authorized by the Board, no individual Board member may order, direct, or conduct any review of personnel records of any staff member or any other record that is exempt under Public Records Law. Any communications relative to District business must be directed to the Board Chair, who will then communicate the question, request, or concern to the Water District Manager, if appropriate.

B. Section 1.11 Procedures during board meetings:

2. Meeting Conduct - Persons attending and making statements shall do so in a courteous and professional manner, and common respect will be maintained among all participants. The Board Chair has inherent authority to keep order and to impose any reasonable restrictions necessary for the efficient and orderly conduct of the meeting. The Chair may regulate the order and length of appearances and limit appearances to presentations of relevant points and to limit repetitive and redundant comment. Only Commissioners or the Water District Manager may ask questions of a person, staff member, or attendee making a presentation or giving testimony. Questions from the audience to staff members or guests will not be allowed. The Chair is authorized to stop interruptions of Board deliberations or attempts to debate with staff, other meeting attendees, or Commissioners. The Chair may exclude a person from the meeting if the person is not complying with meeting policy, causing actual disruption to the meeting, or causing a disturbance.

3. Board Conduct—Commissioners will at all times act ethically and with integrity; comply with all laws and board Policies applicable to public officials, including Government Ethics Law; make decisions fairly, impartially and promptly, considering all available information, legislation, policies, and procedures; treat members of the public, employees, other Commissioners, and representatives of other governmental agencies with respect, courtesy, honor, and fairness, and contribute to a harmonious, safe and productive work environment. (Added) Any Commissioner that violates these standards of Board Conduct will be subject to a confidence vote, otherwise known as “a vote of no confidence.”

I am happy to answer any questions you may have. Please reach out, if needed.

Sincerely,

Jennifer Schoorl
Senior Consultant

www.hranswers.com



MONTHLY BOARD REPORT

November 2020

Reservoir 3 Project

- Emery Progress Meeting Agenda
- Change Order 004 for recoating the exterior
 - o Paint selection for tank and piping
- PRVs adjusted after fire at Woodcrest according to RH2 specifications
- Emery started excavation around Reservoir tank

Water Operations

- Production versus Consumption Accountability Chart
 - o Replaces Pump Read Report
 - o Provides for unaccounted water loss which is tracked by the State
 - o Less than 10% is the goal
- SCADA
 - o Basic installation completed; fine-tuning program
 - o Funding for the upgraded system will be paid from Reservoir 3 coffers
 - Approved by Oregon Business & District Auditor
 - o Significant underuse of system was discovered during training of water operation personnel
 - New process underway to utilize SCADA for daily rounds and other measurable data; huge benefits to District operations
- Backflow Program Survey
 - o 11% of 1,375 customers have been surveyed
 - On track for completion of survey by **March 30, 2021**
 - o Removal of standard backflows with correct meter lay-lengths
 - Estimated completion date: **March 2022**
 - o Removal of non-standard backflows with varying meter lay-lengths
 - Estimated completion date: **December 2025**
 - Significant manhours involved due to the requirement of special configurations (Average 2-3 backflows per day)
- **Old Gate Road**
 - o Electronic gate opener has been repaired and is fully functional
 - Cost \$1,800
 - o **Electrical issues previously identified in the pump house have been repaired**
 - **In addition, the Contractor conducted an inspection of all three buildings and identified several hazardous conditions not previously noted; all were corrected on-the-spot**
 - **Hot wire uncovered and exposed in the chemical house**

- Multiple extension cords connected together, exposed on the ground, and plugged into an overheated surge protector in the pump house
 - Space heater drawing 30 amps plugged into 240-volt outlet without GFI protection in the pump house
 - Space heater placed on the floor next to dripping hoses in the pump house
 - Security camera plugged into a cracked surge proctor in the pump house
 - Hanging electrical wires exceeding 6" code requirement in the ceiling of the shop
- District Shop has been cleaned and organized for maximum functionality
 - Inventory of supplies and equipment 100% complete
 - Items identified as surplus will be placed on Gov website for public sale
 - Storage cabinet for hazardous flammables purchased and in place
 - Interior clean-up of shop, chlorine house and pump house complete
 - Exterior clean-up of property to include moss removal from roof of pump house and chlorine house complete
 - Shop roof will be cleaned next week
- Meter Boxes
 - Deferred/neglected maintenance on meter boxes is being addressed
 - Oct 2020 report by Metereaders identified 80 boxes with significant debris build-up requiring clean out
- Old Gate Parking
 - Restricted parking at Old Gate Road is complete
 - LO Public Works installed "No Parking" signs
- Pump Read Reports (Production, Consumption & Cost Graph)
 - New graph and measurable data collection
- Flagger and Traffic Certification Training
 - New requirement for all employees
 - Randal certified through 2021
 - Bruce scheduled for training 11/15/20 via Zoom
- Shower facilities for employees
 - Shower now available at District Office for employees
 - Storage lockers obtained (free of cost) for employee belongings
 - Shower area cleaned and furnished with shower curtain/towels and additional clothes storage
- On Call Duty Log
 - No call outs for month of November

Finance/Administrative

- Shut-off letters were mailed to delinquent account holders November 6, 2020
 - Shut-offs scheduled for December 1, 2020
 - Delinquency rate remains at 12%
 - Aged Receivables Report attached
- Security system at the District office and shop were upgraded
 - All security codes were changed
 - New monitoring system records all entries and exits
 - Camera installed in District office for added security



MONTHLY BOARD REPORT

December 2020

Reservoir 3 Project

- Emery Progress Meeting Agenda attached
- Change Order underway to expand inlet/outlet from 8½ ft to 10½ ft to provide more space on the driveway; estimated cost \$2,500
 - o Requires cutting and welding a new 45-degree bend
 - o Possible placement of future generator

Water Operations

- **Production versus Consumption Accountability Chart**
 - o Unaccounted water loss 12%; see attached graph
 - Decrease of 10% from October 2020
 - Biggest impact leading to the decrease of wasted water was the repair of leaks at Reservoir 3, Deemar Way, Kristi Way and Sycamore Ave
 - o Still more work to do; standard is 10% or less
 - RGWD goal is 6%; realistic and attainable
 - We will use 2014 Water Loss report to identify other areas of leaks and create a schedule for repairs
- **Backflow Program Survey**
 - o 30% (414) of 1,375 customers have been surveyed
 - Increase of 19% from November's rate of 11%
 - On track for completion of Backflow Program Survey by March 30, 2021
- **Meter Boxes**
 - o In Oct 2020, Meterreaders identified 80 boxes with significant debris build-up which made taking reads extremely difficult and requested RGWD to clean out
 - 14% of these boxes identified have been cleaned
 - We will continue to use the vacuum on the remaining boxes; completion anticipated by Feb 2021
- **Disposing of Spoils**
 - o Disposal of "spoils" is an issue due to potential contaminants
 - o The sanitary control area is a 100-foot radius around the center of the well to ensure property integrity of the water system
 - o In the past, spoils were dumped within 20 feet of Well 2 and hidden from State inspectors
 - o Since the purchase of the new vacuum, spoils have been most recently dumped at Old Gate
 - The vacuum trailer does not have a hose release and must be emptied manually by shoveling
 - The required distance was not always maintained, and the property rutted up

- A proposed dump site at Old Gate has been identified with proper distance from the well
 - We are in the process of obtaining a bid for site preparation, gravel, and barriers for containment
 - Based on the quantity of debris, we will hire a contractor to dispose of the spoils on a bi-monthly or semi-annual basis
- Since the soil is coming from the meter boxes, the likelihood of any contaminants is low, but we could test randomly
- **On Call Duty Log**
 - No call outs for month of December

Finance/Administrative/ Personnel

- **December Billing**
 - Revenue charges: \$116,973
 - Water usage: 17,646 cubic units
- **Shut offs**
 - Notices were mailed to delinquent account holders November 6, 2020
 - Shut offs occurred December 1, 2020
 - Payments were received and the delinquency rate decreased from 12% to 4%
 - The Aged Receivables Report is attached
 - Researched what other Districts charge for operators dispatched on shut offs
 - Average fee: \$50.00
 - RGWD fee: \$25.00
 - Recommend RGWD increase fee to \$50 effective January 2021
- **COVID-19 Vaccination Priority**
 - IAW the Oregon Immunization Program, water operators are considered in the essential worker category
 - Water operators are defined as water and wastewater operators; they are classified in the 1B group
 - The 1A group is classified as healthcare and long-term care facility workers
 - The side effects are similar and/or in some cases worse than the flu shot
 - SDAO is recommending if employees take the COVID-19 shot, it should be staggered a few days between employee to employee to prevent mass absences due to any adverse effects
 - As of now, there is no mandate to force employees to obtain the vaccine
 - More information will be released, and updates provided to the Board
- **Insurance Renewal with SDIS**
 - The annual renewal forms for the District were completed and forwarded to SDIS
 - Minor modifications were made to ensure currency on District assets
 - Two new reports were required this year
 - Social Engineering Application & Business Income Loss Exposure Report
 - In the past, Geoff Sinclair with Brown & Brown has been asked to present the renewal to the Board in the month of January
 - Continue this practice or waive this offer?
- **Employee Training**
 - Bruce completed Flagger & Traffic Certification Training; certified through 12/2023
 - Randal completed Cross Connection Refresher Course; certified through 12/2022



MONTHLY BOARD REPORT

January 2021

Reservoir 3 Project

- Emery Progress Meeting Agenda attached
 - o Little work will be done by Emery for the next 2 months
- The painting contractor is on-site prepping the tank for sandblasting and painting
 - o Scaffolding is set-up and a door was cut out of the tank to provide inside access

Water Operations

- **Backflow Program Survey**
 - o 100% of customers meter boxes were surveyed and all backflow devices identified
 - We originally forecasted completion by March 30, 2021
 - Hard work paid off and we finished 2 months early
 - o A letter to customers will be included with the February billing cycle notifying them of their responsibility to have their backflow tested by October 2021
 - We anticipate complaints from customers due to the change & cost of testing
 - o During the survey, a meter box used for irrigation was found
 - Rivergrove installed the meter for a developer and water usage was never billed for 18 months
 - An account was created; service fees/water usage was billed at \$1,400
- **Fire Hydrant Inspection**
 - o All fire hydrants within the District were located and inspected
 - Specific information recorded: hydrant location, brand name, overall condition, maintenance needs such as painting and exercising, sequential numbering, and reflective road markers
 - o Total hydrants: 112
 - o Maintenance needs:
 - o Painting 50
 - o Exercising 112
 - o Road Markers 31
 - o Sequential Numbering 20
 - Created a prioritized maintenance schedule based on observations in the field
 - o All maintenance will be completed by December 31, 2021
 - o See email from Lake Oswego Fire Marshal Gert Zoutendijk
 - During the hydrant inspection, we identified 84 hydrants with the Storz fittings
- **Spoils and Broken Meter Boxes**
 - o Bids for clean-up at Well 2 were received; the scope of work was broken down into 3 projects
 - Project 1: Remove/haul off approximately 12CY of topsoil from Well 2

- Project 2: Remove/haul off approximately 75 discarded concrete meter boxes from adjacent gully
 - Project 3: Remove weeds/briar growth at Reservoirs 1 and 2, remove leaves/briar growth along the driveway at Well 2
 - Bids were received as follows:
 - Curtis Heintz Excavating, Inc. \$2,091.86 Projects 1,2
 - Four Seasons Yard Care \$4,065.00 Projects 1,2,3
 - J&G Construction Corp. \$4,300.00 Projects 1,2,3
 - Coffman Excavation \$9,844.00 Projects 1,2,3
 - The contract was awarded to J&G Construction Group
 - Work took place January 14th and 15th
 - In addition to the work detailed in the bid, J&G provided gravel at the Well 2 site to prevent erosion/run off
 - Gravel dumped/abandoned by Emery for the Reservoir 3 project was hauled away from the fence and used to restore a rutted area near Reservoirs 1 & 2
 - During the landscape clean-up, damage to fencing was noted in several areas
 - Concertina was pulled down due to the weight of entangled vines and trees
 - Repairs will be made once I obtain a few quotes
 - *Note: During the clean-up, the Lake Oswego police came by to observe our cleanup efforts due to complaints from nearby homeowners. These homeowners thought we were working for David Law and removing healthy trees. Please see the letter attached by Mr. Law*
 - A soil discharge area will be configured at Old Gate ensuring a 100-foot radius from the center of the well is maintained for proper integrity of the water system
 - We are obtaining bids for site preparation, excavation, geotextile, and gravel
 - Once the discharge area is finished and ready for use, we will hire a contractor to dispose of the soil on an as needed basis
- **SCADA System**
 - During the upgrade to SCADA, it was noted the intrusion alarm system is not nor was it ever operable through SCADA (See email from Mark Lietzke dated January 15, 2021)
 - The cost to include intrusion detection on SCADA is approximately \$4,000
- **Meter Boxes**
 - In Oct 2020, Metereaders identified 80 boxes with significant soil debris build-up
 - 50% of the boxes identified have been cleaned
 - Clean-outs will continue; estimated completion date Feb 2021
- **On Call Duty Log**
 - One call out occurred in January; customer had leak in service line near the street
 - Due to the holiday, double time had to be paid
 - Should District enforce its own rule of requiring customers to install a shut off valve?
 - Should District charge a fee to customers when we respond to non-emergency calls?

Finance/Administrative/ Personnel

- **District Payroll, Taxes, W2s and 1099s**
 - Outsourced payroll, annual/quarterly tax preparation, W2s and 1099s to Paychex
 - Entered 1-year contract at an annual cost of \$962



MONTHLY BOARD REPORT

February 2021

Reservoir 3 Project

- Progress Meeting Agendas (See attached 1/28/21 and 2/11/21)
- RH2 inspected the site in January to determine the overall conditions of the interior and shell (See attached email report dated 2/1/2021)
- The painting contractor (MJE) began sandblasting
 - o An issue arose with MJE's use of water and electricity @ the District's expense
 - o The District never installed a meter on the fire hydrant when it was installed in 6/2020; therefore, tracking of water usage by Emery and MJE was non-existent
 - The Senior Water Operator elected not to meter the hydrant
 - o This is standard protocol regardless of if the contractor pays for the water or not
 - o The meter is used to track water usage which correlates to wear on the equipment, chemicals used, and electricity
 - o MJE used an estimated 280 units/210,000 gallons of water for power washing the interior and exterior (*this is a low estimate in the District's opinion*)
 - A meter has been placed on the fire hydrant and usage is being monitored each month
 - o MJE did not plan properly to ensure electrical power was available for the breathing apparatus used by their employees
 - The generator on site is not powerful enough to support the apparatus which required MJE to use electricity from the transfer pump station
 - o When RH2 and the District Manager conducted a site visit on 2/18/21, it was noted MJE has been using power from the transfer pump station for other equipment that was not disclosed or agreed upon
 - o MJE will be billed for any electrical usage exceeding \$100 per month

Water Operations

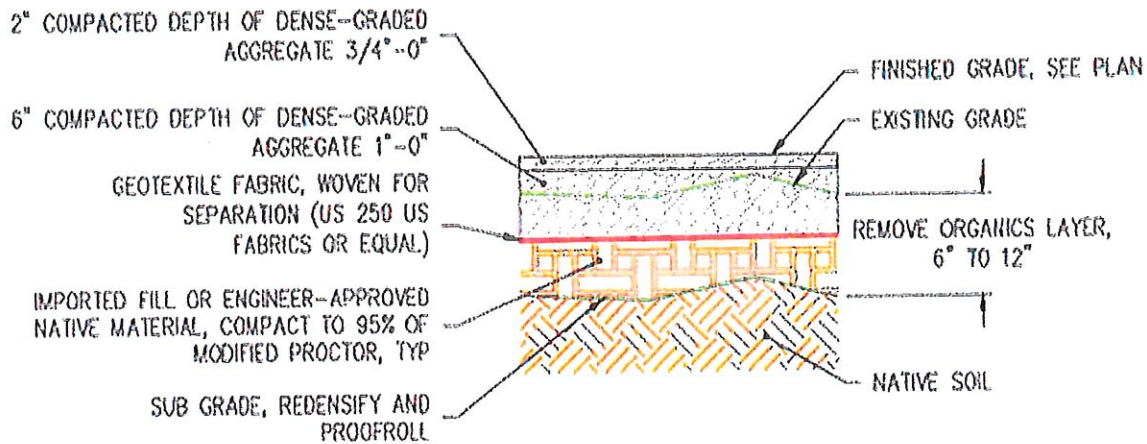
- **Production vs Consumption Graph**
 - o Unaccounted water loss rate jumped from 11% (December 2020) to 29% (February 2021)
 - o We are working aggressively to identify the location of the leak or leaks
 - Developed detailed protocols for operators to follow in the field to locate leak
 - Backtracked all construction activities, customer calls on suspicious water sightings, fire hydrants, and visual inspection of all roads within the District
 - o If the District cannot find the source, we will need to outsource to a leak detection agency

- **Oregon Health Authority**
 - o Obtained a new round of raw water samples at all three well sites and submitted samples to Alexin Analytical Laboratories on Monday
 - Pending results which will return the District to a “compliant” status with OHA
- **Backflow Program Survey**
 - o A letter was mailed to all customers on 2/10/21 notifying them of their responsibility to have their backflow tested by October 2021
 - In the past week, we have received numerous calls requesting assistance for premise inspections and referrals for certified testers
 - o We used Gov.Deals to sell our surplus of 86 backflow devices: **\$5,160.00** netted (See attached email dated 2/12/21)
- **Fire Hydrant Maintenance**
 - o All fire hydrants within the District were located and inspected last month
 - Specific information recorded: hydrant location, brand name, overall condition, maintenance needs such as painting and exercising, sequential numbering, and reflective road markers
 - o Added category of year hydrant was installed to track future replacement requirements
 - o Total hydrants: 113 *(Corrected from previous total of 112)*
 - All hydrants have been numbered; we began placing reflective road markers where none existed or were broken
 - On schedule to complete all maintenance, to include painting, by 12/31/2021
- **Well 2 Area**
 - o Hired J&G Construction to gravel the driveway at Well 2 at a cost of **\$660.00**
 - Scope of work: Lay and compact ¾” crushed rock at a 2” depth from start of driveway to the well house; also gravel the turn-around area
 - o Work completed 1/29/2021
 - o Hired Team Electric to repair cracked conduit housing electrical wires outside the well house
 - o Power washed exterior of well house and Tuff shed
 - Cleaned & organized interior of shed; ensured proper tools are on-hand and operable for all required maintenance at the site
 - o Cleared vegetation growing on and around the perimeter fence
 - Treated entire area with non-toxic weed control spray
- **Old Gate Discharge Area**
 - o In the process of obtaining bids for the soil discharge area at Old Gate
 - See attached scope of work
 - Several contractors were contacted; no bids have been received
- **Portable Fire Extinguishers**
 - o Fire Extinguisher Service Center from Beaverton performed the annual inspection and certification of all portable fire extinguishers throughout the District (i.e. office, shop, well sites, and vehicles) at a cost of **\$87.50**
 - All extinguishers have updated tags through February 2022
- **SCADA System**
 - o We are still identifying errors in the new system upgrade; the chlorine generator alarms do not appear to be functioning
 - Industrial Systems (Mark Lietzke) is working to correct the problem
 - o Still pending upgrade on the intrusion alarm feature for all well sites

Driveway and Soil Containment Project
4100 Old Gate Road

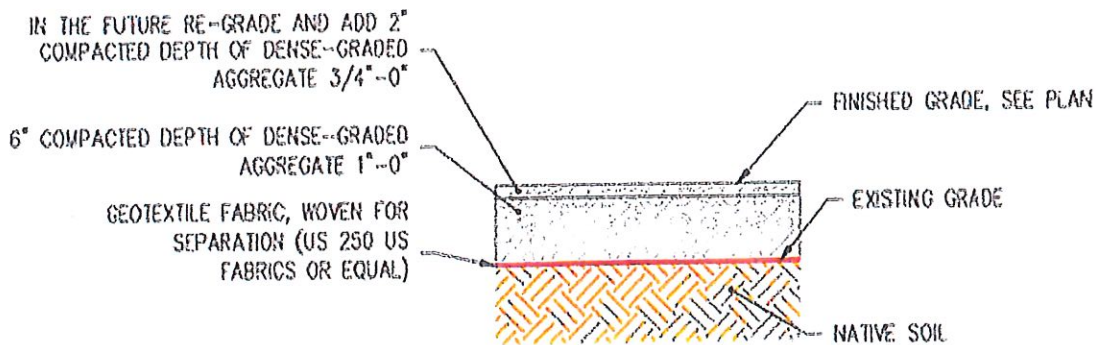
Scope of Work: Gravel driveway and soil containment area. In general, this access area would see a low volume of traffic. Approximate area of work: 1,200 sq ft.

Requirements: Provide 6-8 inches of crushed rock with a geotextile for separation placed on a subgrade that is firm and unyielding with the organics removed (grass and root zone).



GRAVEL AREA SECTION

NOT TO SCALE



GRAVEL AREA SECTION (ON EXISTING)

NOT TO SCALE



MONTHLY BOARD REPORT April 2021

Reservoir 3 Project

- Progress Meeting Agenda (See attached agenda dated 4/22/21)
- Overall progress is going well; MJE experienced a delay in obtaining paint and will work the weekend of 4/24/21 and finish next week
- Reservoir 3 is scheduled to be back on-line the last week of May 2021; final work continues with a project close-out date of mid-June

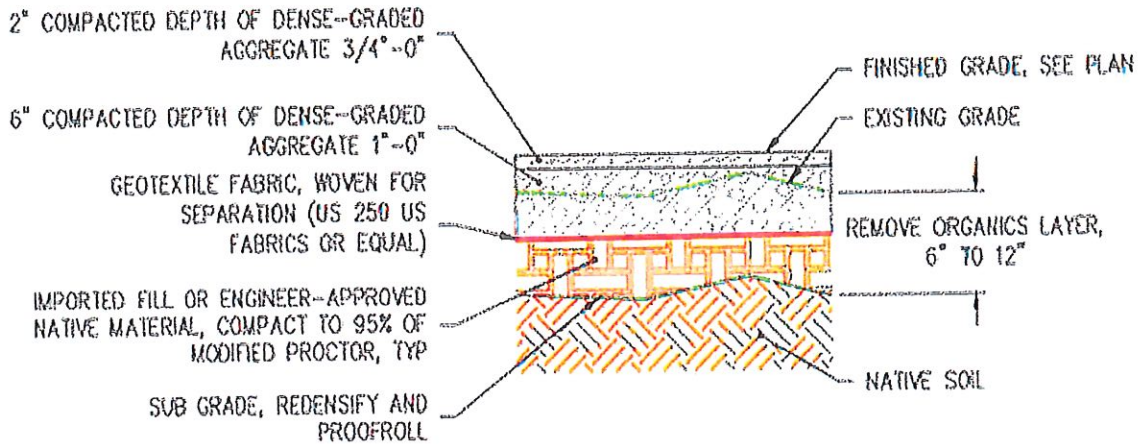
Water Operations

- **Leak Repair at Childs Road and River Run Drive**
 - o Valve replacement work occurred 4/12/21 with 3 new valves (2-10" and 1-8") installed; crews were on-site until midnight with final repair costs at \$25,444
 - Three days following the repair, flow tests were performed at three hydrants within the repair zone to ensure proper fire flow
 - o Hydrant #21 – 780 gpm, Hydrant #75 – 732 gpm, Hydrant #100 – 748 gpm
- **Production vs Consumption Report**
 - o Unaccounted water loss dropped 10% from February – April 2021
 - Staff will continue efforts to locate potential leaks
- **Radio Communications**
 - o Researched radio communications for District staff in daily and emergency operations
 - Day Wireless provided the best options
 - o Purchase of equipment: \$9,483 Total Cost
 - o Lease of radio equipment: \$3,600 Annual Cost
 - o Lease of Repeater (if needed) \$2,160 Annual Cost
 - The District will test the radios next week, free of charge, to determine capability
- **SCADA System**
 - o Industrial Systems experienced a delay with installing the intrusion alarm feature for all the well sites; anticipated completion date is 5/31/21
- **District Buildings**
 - o Painted (to include pre-wash) buildings at Old Gate Road and Hilltop Road
 - Old Gate Road: District shop, Well House 1, Chlorination Building, and car port
 - Hilltop Road: Well House 2 and Storage Shed
 - o Worked performed by J & G Construction at a cost of \$3,500
 - Well House 3 and Pump Station will be power-washed and trim painted once the Reservoir 3 project is completed
- **Old Gate Road Projects**
 - o Completed gravel driveway and soil containment area projects
 - Work performed by J & G Construction at a cost of \$3,600

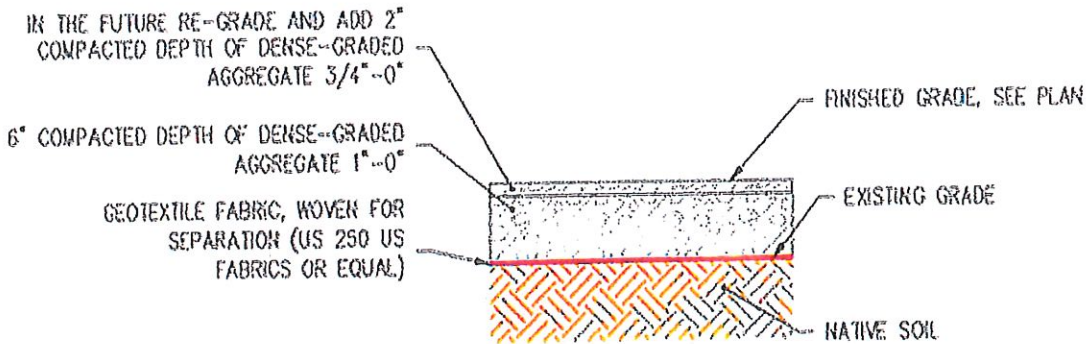
Driveway and Soil Containment Project
4100 Old Gate Road

Scope of Work: Gravel driveway and soil containment area. In general, this access area would see a low volume of traffic. Approximate area of work: 1,200 sq ft.

Requirements: Provide 6-8 inches of crushed rock with a geotextile for separation placed on a subgrade that is firm and unyielding with the organics removed (grass and root zone).



GRAVEL AREA SECTION
 NOT TO SCALE



GRAVEL AREA SECTION (ON EXISTING)
 NOT TO SCALE



MONTHLY BOARD REPORT

May 2021

Reservoir 3 Project

- Progress Meeting Agenda dated 5/20/21 is attached with updated completion dates
- The tank was repainted with the new foliage green color and the scaffolding is being dismantled
 - o Received several comments/calls from residents on Olson Court and Olson Avenue favoring the new color
 - o RH2 played a critical role in negotiating the color correction and Emery continued to demonstrate their commitment of providing outstanding service to their customers by ensuring the recoating took place as quickly as possible
- Reservoir 3 is scheduled to be back on-line 6/15/21
- The site plan for the concrete generator pad was completed by RH2 and submitted to Emery (copy provided in Board packages)
- District noticed a final landscape plan was not designed when the Reservoir 3 project is completed
 - o Per the current contract, Emery is only required to restore the site by hydroseeding the area
 - o RGWD contacted Business Oregon to obtain approval for funding to cover the installation of trees and shrubs
 - This additional work will extend the contract; anticipate approval within 2 weeks
 - District will draft a basic landscape plan and forward to RH2 for submission to Emery

Water Operations

- **Radio Communications**
 - o Test radios from Day Wireless were ineffective without a repeater and returned via Fed Ex
 - Rental cost for radio equipment and repeater: \$5,760 Annual Cost
 - o Currently testing radios from Silke Communications
 - The radios are preprogrammed on a repeater network which significantly increases reception
 - o Initial testing throughout the District resulted in 95% communication coverage
 - o Rental cost for three radios plus start-up fee: \$2,000 Annual Cost
 - We will continue to test their usefulness for one week, after which a decision will be made on the feasibility of continued use
- **SCADA System**
 - o Met with representative from Industrial Systems 5/5/21 to discuss overall performance of SCADA and dissatisfaction with the upgrade
 - Submitted laundry list of problems we are experiencing with various features
 - Deadline of 6/30/21 given to Industrial Systems to have SCADA fully operational
 - Intrusion alarm installation is progressing; received electrical diagram from Industrial Systems and forwarded to RH2 for review to ensure accuracy
 - o Will meet with potential contractor, Oregon Electric, on 5/24/21 for walk-through of well sites/facilities to verify scope of work and anticipated costs
 - o District's project completion date revised to 6/30/21

- **Doosan Generator**
 - o The repair part required to repair the engine block heater arrived 5/20/21
 - We are now waiting for Pacific Power to schedule a service date
 - New completion date: 6/11/21

- **Backflow Program**
 - o We continue to receive a high volume of customers calls requesting assistance to locate their backflows and referrals for certified testers
 - Annual backflow inspections are due to the District September 30, 2021
 - District statistics are as follows:
 - o Total Backflow Connections: 590 (based on survey)
 - o Current percent tested: 17.1%
 - o Total Connections Passed: 97
 - o Total Connections Failed: 4
 - Customers will receive reminder for backflow testing in the June billing notice
 - o District will begin removing backflows in June 2021

- **On Call Duty Log**
 - o One call out was received for the month
 - 5/16/21 – Homeowner called to report a broken water line at corner of garage
 - o Homeowner had a shut off valve & the District provided telephone assistance only

Finance/Administrative/ HR

- **Shut offs**
 - o Notices were hand-delivered to delinquent account holders on May 12, 2021
 - Shut offs are scheduled for June 2, 2021
 - 27 accounts identified: 1.9% delinquent shut off rate

- **COVID-19 Policy**
 - o New guidance for wearing masks was released by the Oregon Health Authority (see attachment)
 - Since businesses are now required to check the status of vaccinations for customers, recommend the District keep lobby closed and offer individual appointments to any customer needing special assistance
 - o Current District staffing remains at 3 employees; one employee is fully vaccinated

- **Gregoire Building Renovations**
 - o We received email notification that construction supplies will be delivered next week and a brief description of the work to be performed (see attached email)

- **Employee Training**
 - o **Completed:**
 - Water Distribution Certification Exam Review - May (Bruce)
 - o **Upcoming:**
 - PNWS-AWWA Water Operator Short School - June (Randal)
 - AWWA Waterworks School - June (Janine)



MONTHLY BOARD REPORT

June 2021

Reservoir 3 Project

- Progress Meeting Agenda dated 6/24/21 is attached with updated completion dates
- We returned to normal (pre-Reservoir 3) operations with all three wells employed 6/10/21
 - o Low pressure events within the month along with a closed valve resulted in the intertie with LO opening and a usage of 32 units (24,000 gallons) of billable water
- Construction on the new generator pad will begin in July
- The plans for landscaping and fence location have been finalized thanks to great partnering with RH2 (Patrick Lau)

Water Operations

- **Backflow Program**
 - o We have an increased demand from customers requesting used backflows
 - This is a good sign and reflects customers complying with program directives
 - The Summer 2021 newsletter was mailed to all customers providing more helpful information about the program and tips to navigate through the testing process
 - o Annual backflow inspections are due September 30, 2021
 - o We will implement a referral program; contacted 10 backflow companies to submit RFPs
 - We will review the proposals, narrow the pool to 5-6 companies, and post this list on the website for customers requesting referrals for certified testers
 - o Current District statistics are as follows:
 - Total number customer backflows: 593 (based on survey)
 - Current percent tested: 20.7%
 - Total Connections Passed: 117
 - Total Connections Failed: 6
 - o We began removing District installed backflows this month
 - Total number District backflows: 600 (based on survey)
 - o 200 standard (plug & play)
 - o 400 non-standard (unique lay length)
 - Total number of devices removed: 77
 - Total devices remaining: 545
- **Risk & Resilience Assessment**
 - o The assessment has been completed thanks to the outstanding work by RH2 (Kyle Pettibone and Taylor Stockton); this was a huge undertaking 6-months in the making
 - The R&R Assessment is considered **confidential** and must be protected under the security protocols for that respective designation
 - o A certification letter will be sent to the EPA 6/29/21 attesting the District completed the assessment process with clear documentation and analysis (**Note: Due to the confidential information contained within the report, the EPA does not actually receive a copy*)
 - This assessment will require review and updates every 5 years

Finance/Administrative/ HR

- **June Billing**
 - o Revenue charges: \$158,980
 - o Water usage: 31,149 cubic units

- **Delinquency Rate**
 - o Outstanding delinquent accounts: 73
 - o Current delinquency rate: 5.2%

- **COVID-19 Policy**
 - o Herd immunity has not been reached in Oregon; the District lobby remains closed and individual appointments are offered to customers needing special assistance
 - o Current District staffing remains at 3 employees
 - One employee is fully vaccinated
 - One employee has received first dose; second dose is scheduled

- **Operations Personnel Safety Equipment**
 - o The following safety equipment was ordered as part of the District's response gear during inclement weather
 - Anti-Slip Ice Grip Snow Traction Cleats w/Stainless Steel Chains (4 sets)
 - o These cleats are designed to provide an element of safety when navigating snowy/icy conditions
 - Rock Climbing Safety Rope w/Hooks (4 ropes)
 - o This rope is designed to safely hook yourself to an object when ascending or descending a slope, hill, or rocky terrain

- **Gregoire Building Renovations**
 - o Work resumed on the building renovations Wed (6/23/21) and Thurs (6/24/21)
 - o We have not received a reply to our parking concerns (see attached letter dated 4/19/21)
 - o The owner's representative (J'Neanne Theus) sent an email regarding trash pick-up for the property; the District's response is enclosed (see attached email dated 6/9/2021)

- **Employee Training**
 - o **Completed:**
 - PNWS-AWWA Water Operator Short School – June (Randal)

 - o **Upcoming:**
 - Successful Funding Basics for Oregon - July (Janine)
 - Water Operator Distribution Level 1 Test – August (Bruce)

Janine Casey

From: Michelle Cushing <admin@lgfd57.com>
Sent: Tuesday, June 8, 2021 3:02 PM
To: Janine Casey
Subject: Fwd: Gregoire building

Begin forwarded message:

From: J'Neanne Theus <theusj@comcast.net>
Date: June 8, 2021 at 8:53:08 AM PDT
To: "admin@lgfd57.com" <admin@lgfd57.com>
Subject: Gregoire building

Michelle,

This is an update on the repairs being done to the Gregoire building on Pilkindton Rd. We were hoping for a two week time frame. However, as with any construction on an older building/house, one never knows what will be found when you remove siding, etc. We found a couple issues that need to be addressed and are in the process of doing so. We hope to have the upper decking finished by the end of this week and siding and posts repaired or replaced. Painting will commence next week.

If there are any questions or concerns, please let folks know that can email or call me and not the contractor.

Thank you,
J'Neanne

J'Neanne Theus

443-864-8730 (c)
443-718-6311 (o)

Janine Casey

From: RGWD
Sent: Thursday, June 10, 2021 1:28 PM
To: Janine Casey
Subject: FW: Quick question

From: J'Neanne Theus <theusj@comcast.net>
Sent: Thursday, June 10, 2021 1:11 PM
To: RGWD <rgwd@rivergrovewater.com>
Subject: Quick question

Who inquired with the city about whether we pulled a permit for the repairs?

J'Neanne Theus

443-864-8730 (c)
443-718-6311 (o)



MONTHLY BOARD REPORT
December 2021

Water Operations

- **Annual Meter Replacement Program**
 - o Total meters replaced for FY 21/22: 198
 - Annual goal for the District is 70 meters (20-year life cycle)
 - Exceeded goal by 283%

- **Backflow Program**
 - o All testing requirements for 2021 are complete
 - Total number customer backflows: 551
 - Current percent tested: 99%
 - Total connections passed: 549
 - Total connections not tested/shut off: 2

- **Customer Assistance Requests & On Call Duty**
 - o The District responded to 31 site visit requests; there were no emergency callouts

- **Production versus Consumption Report**

PRODUCTION versus CONSUMPTION				
Month	Production (HCF)	Consumption (HCF)	Unaccounted (HCF)	Unaccounted %
Dec 21	20,737	17,828	2,851	13%
Oct 21	46,226	42,686	3,494	7.5%
Aug 21	59,978	52,094	7,884	13%
Jun 21	39,255	31,149	8,106	21%
Apr 21	22,064	17,841	4,223	19%
Feb 21	21,323	15,224	6,099	29%
Dec 20	19,973	17,646	2,327	12%
Oct 20	52,969	41,184	11,785	22%

Anomalies: Chlorine Analyzers 58 HCF

- **Electrical Inspection/Repairs at Old Gate Facility**
 - o See Meeting Minutes from 11/23/20 verifying an electrical safety inspection was conducted 11/18/20 at the Old Gate shop, pump house, and chemical shed; all noted discrepancies were corrected on the spot to include relocation of hazardous outlet
 - Inspection and repairs conducted by Team Electric, invoice #22663, check # 9254

Finance/Administrative/ HR

- **December Billing**
 - o Revenue charges: \$128,294

- **Employee Training**
 - o Oregon Health Authority Annual Regulatory Update (Janine)

Brian Faist
9994 SW Siuslaw Ln
Tualatin, Or 97062

October 20, 2021

Rivergrove Water District
17661 Pilkington Road
Lake Oswego, OR 97035

Re: Commissioner Sherry Patterson

Dear Rivergrove Water District Commissioners:

I write to you to provide my support for Commissioner Sherry Patterson and to voice my opposition to the proposed censure of her.

As most of you know, I was employed by the Rivergrove Water District from April 2015 to December 2019 as a Utility Operator. During that time, I got to know all of the commissioners, including Commissioner Patterson. What I have always known of Commissioner Patterson is that she is well versed in all of the rules and regulations applicable to the Water District and follows them to the fullest extent. She has also been unwavering in her support for and dedication to the mission of the Rivergrove Water District. I believe it is her continuing mission to ensure a strong water district that provides clean water for its customers now and well into the future.

It was also my experience that Commissioner Patterson was concerned for the health, safety and wellbeing of the Water District's customers and employees. Commissioner Patterson was always ready to listen whenever an employee raised a life-safety concern (or any concern for that matter), and was never afraid to advocate for improved safety conditions for employees. For example, as you all are likely aware, the pumphouse for Well # 1 would occasionally flood in part due to the high concrete threshold at the doorway that trapped water despite there being a drain. Due to the location of certain electrical outlets and electrical conduits at 12 inches or less from the floor, such flooding represented a serious risk of electrical shock for Water District employees.

On one occasion in particular, I arrived at the Well # 1 pumphouse and saw water pouring over the threshold at the doorway. This indicated that the interior of the pumphouse was flooded. Fortunately, I was aware of the safety threat from the electrical outlet and electrical conduits and was able to take precautions to avoid getting shocked. I notified DJ Ezell, the District Manager at the time, but I'm not sure what actions she took. However, when Commissioner Patterson learned of this, she was dismayed. It is my understanding that she advocated for the

Water District to move the outlets and conduit in order to address this life-safety issue and to protect the Water District's employees. I'm not sure if this was ever formally addressed and fixed as I left the Water District before anything had been done, but I and the other employees appreciated Commissioner Patterson's advocacy for us. This is just one example of what makes her such an asset of the Water District.

It is my understanding that the Water District's Board of Commissioners is considering censuring Commissioner Patterson based on a claim that she contacted the Water District's landlord and requested a copy of an engineering report for the building the District uses for its offices. I can only assume that any such action was in keeping with Commissioner Patterson's concern for life-safety issues as detailed above. Regardless, I can't imagine why the commission would want to censure one of its commissioners for seeking out relevant life-safety information. I assumed that was part of the job of each commissioner – to protect the safety of their employees and customers. I also can't understand why the commission would even consider censuring Commissioner Patterson when she has so much institutional knowledge, has been dedicated to the Water District, its mission and its customers, and seems to only be accused of seeking out important and relevant information regarding the safety of the building.

With all of this in mind, I hope you will reconsider and not move forward with the proposed censure of Commissioner Patterson. I think it would be a mistake and would reflect poorly on the commission and the Water District. I also think it would send the wrong message to the Water District's employees.

Thank you for your consideration,

Brian Faist

Brian Faist

Cc: Sherry Patterson



Acknowledgement and Agreement

I certify that I have received a copy of the Rivergrove Water District Employee Handbook provided to me on 5-12-16. I understand that it is my responsibility to read and ask questions if necessary regarding personnel policies. I accept responsibility for understanding and complying with the District policies.

I also understand and acknowledge that:

- The District has the right to modify, add to or delete any of the policies, guidelines and programs included in the handbook at any time without prior notice by distributing an update to this handbook and/or posting the changes in company common areas. I accept responsibility for staying informed of these changes.
- My employment is "at-will", and both District and I have the right to terminate my employment at any time for any lawful reason, with or without cause or notice.
- I acknowledge that I have no guarantee of employment for a particular time or on terms different than those reflect in this Handbook, unless such terms are reflected in a written agreement signed by both myself and the District Manager and approved by the Board of Commissioners.
- I understand that this Handbook and the policies contained herein are not intended to limit or prevent me from exercising any rights I may have under the National Labor Relations Act (NLRA) and/or equivalent Oregon law.



Signature

5/12/16

Date

Brian Faist

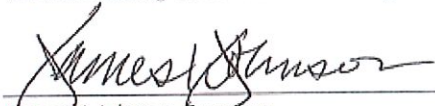
Print Name

**Rivergrove Water District
Board of Commissioners Regular Meeting Minutes
Thursday, April 29, 2021**

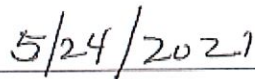
A regular meeting of the Board of Commissioners was held Thursday, April 29, 2021 via remote teleconference. Chair Roth presided over the meeting and other attendees included: Commissioners Johnson, McDowell, Magura, and Patterson. Mr. Kyle Pettibone P.E. (RH2) and General Manager Janine Casey also attended. The meeting was called to order at 7:18 a.m.

1. **Public Forum:** One public attendee joined the meeting via remote teleconference.
2. **Review and Approval of Minutes:** The meeting minutes of March 22, 2021 were approved by a motion from *Commissioner Magura, seconded by Commissioner Patterson, and passed by Commissioners Roth, Johnson, McDowell, Magura, and Patterson. Nays: None.*
3. **Monthly District Report:** See attached
4. **Unfinished Business:** The Board reviewed a proposal for securing backup generator power at Wells 1 and 3. A discussion ensued and a final recommendation was made to purchase a static generator for placement at Well 1 (a primary supply source and critical location of the SCADA system) and relocate the existing portable Doosan generator to Well 3 (a secondary supply source). The site location for the Doosan generator will be added to the Reservoir 3 project; upon relocation the Doosan generator's frame will be modified and the wheels removed. *Commissioner Johnson moved to approve the recommendation, seconded by Commissioner McDowell, and passed by Commissioners Roth, Johnson, McDowell, Magura, and Patterson. Nays: None.*
5. **New Business:**
 - * a. **District Office:** The current rental lease for the District office located at 17661 Pilkington Road was discussed as well as pending repairs planned by the building owners and rental options in the local area. The District received a letter from the owner's representative stating the building is structurally sound. *Commissioner Roth moved to extend the lease at the current location, seconded by Commissioner Johnson, and passed by Commissioners Roth, Johnson, and Magura. Nays: Commissioner Patterson since a structural engineering report was not received. Commissioner McDowell abstained from voting due to his upcoming term expiration.*
 - b. **Chair Report:** Commissioner Roth reminded each Commissioner when they are undertaking a civic interest to ensure they are acting and representing themselves as a private citizen and not as a Commissioner of the Rivergrove Water District. Only a Commissioner that has been granted special permission from the Board, by a majority vote, is allowed to conduct business outside a sanctioned meeting on behalf of the District to include contacting vendors and/or contractors, local and state agencies, and other organizations.
6. **Adjournment:** The meeting was adjourned at 8:11 a.m.

The next meeting will be held on Monday, May 24, 2021 at 7:30 a.m. via remote teleconference.



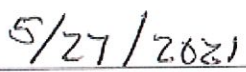
James W. Johnson, Secretary



Date



Christine K. Roth, Chair



Date



Safety Program Committee/Meeting Guidelines

- **District Safety Program Guidelines**
 - District safety meetings will be held the first Thursday of the month
 - If mission needs or another training class conflicts with this, the safety meeting will occur the following week
 - SDIS training material/sessions or District generated material on safety topics will be used
 - Training will be documented each month and filed in the Safety Notebook "Monthly Personnel Training"
 - District safety monitor: Bruce Reid

Background Information

- Oregon OSHA:
 - Provides two different options for an employer to establish a safety program
 - Safety Committee
 - Recommended for employers with more than 10 employees
 - or
 - Safety Meeting
 - Recommended for employers with 10 or less employees
- Purpose:
 - Bring workers and management together in a non-adversarial role
 - Promote health and safety while being careful **NOT** to become the "safety police"
- Committee Structure:
 - Retail and manufacturing are the only two industries **required** to have a safety committee by law due to working in the exact locations every day
 - Hybrid committees or "tailgate" meetings are a good idea for Special Districts
 - Make selection between these two options based on employer's size
- Committee/Meeting Organization:
 - Volunteers are the best choice
 - Members can be selected, but try to avoid it
 - Recruit representatives from all the major activities of employees

- Members of the committee/meeting agree on a chairperson and must be trained on
 - Hazard identification
 - Principles of Accident Investigation
- Committee/meeting size is a minimum of 2 members
 - **There should be equal numbers of management and labor**
 - If this quota cannot be obtained, you **must** have the imbalance fall on the side of labor (i.e., 2 management reps and 3 laborers...not vice versa)
- **Meetings are required every month in person or by Zoom**
- Meetings can be held with just 1 person but should be avoided
- Records documenting the meeting must be created and retained for 3 years
 - Documentation must include:
 - Issues discussed
 - Trackable recommendations
- Safety Inspections:
 - The committee must establish procedures for conducting inspections but does NOT have to perform the inspections
 - A competent inspector can conduct the actual inspection each quarter
 - More frequent inspections can be conducted in accordance with OAR 437-001-760(7)(a)
- Accident Investigations:
 - The committee must establish a process and written procedures
 - Members do not have to perform the accident investigation
 - The committee must review the investigation report and recommend fixes
- Statutes and Available Resources:
 - OAR 437-001-0765 governs rules for safety committees
 - SDAO
 - riskmanagement@SDAO.com
 - Loss Prevention Toolkit
 - On-Site Visits
 - Training
 - Infrastructure Inspections
 - Consulting Resources



Safety Training Sheet

Training Topic: Lifting Safety Measures & Proper Fire Extinguisher Use

Date: 1/6/22

Trainer: Self Discussion

Training Aids: Safety Focused Handout

(See attached copy of training session curriculum)

Training Notes: _____

I acknowledge that I have received training in the topic stated above and understand.

Print Name

Signature

Date

Janine Casey

Janine Casey

1/6/22

Bruce Reid

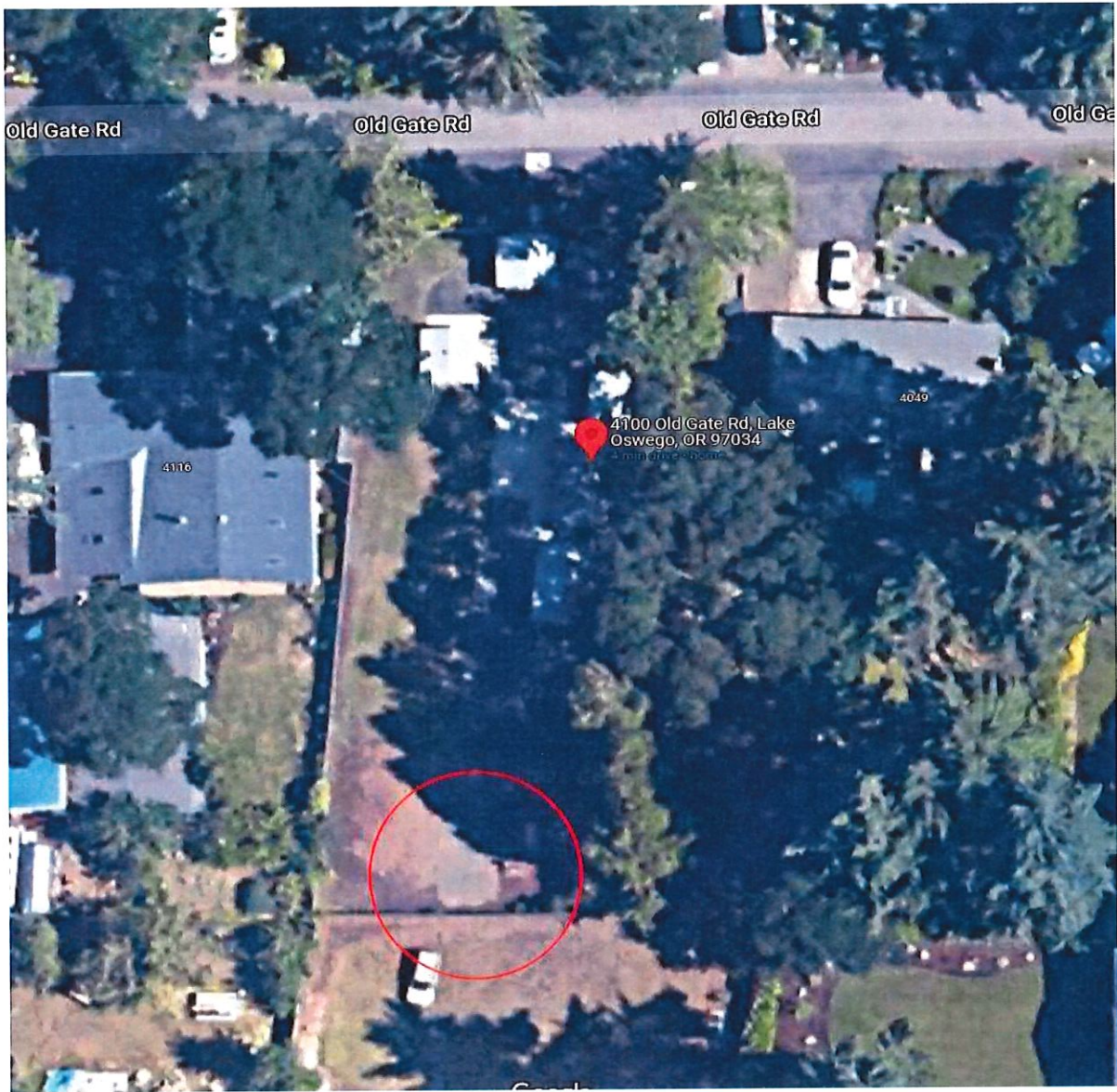
Bruce Reid

1/6/22

Arial picture: 2018



Arial picture 2021:

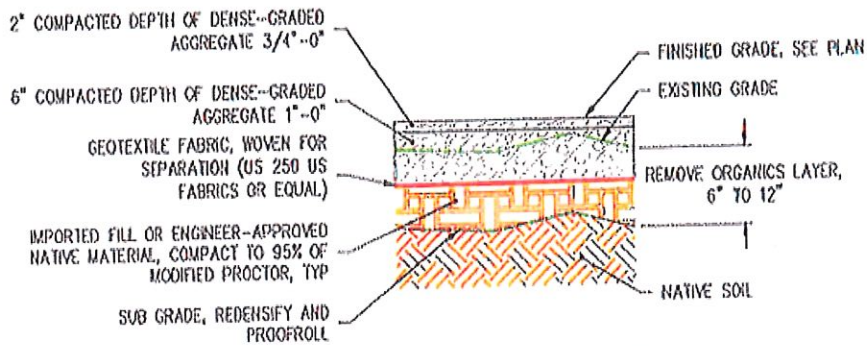


The following project description aligns with RH2 Engineering work completed in April 2021:

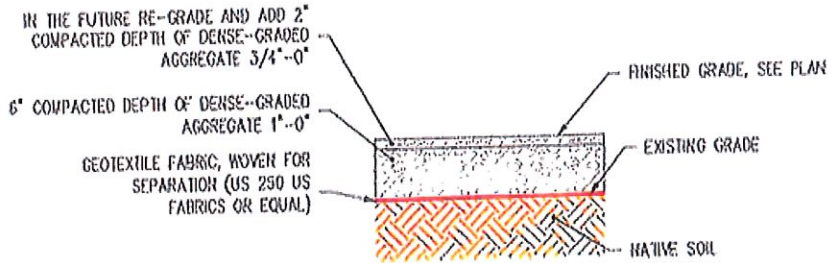
Driveway and Soil Containment Project
4100 Old Gate Road

Scope of Work: Gravel driveway and soil containment area. In general, this access area would see a low volume of traffic. Approximate area of work: 1,200 sq ft.

Requirements: Provide 6-8 inches of crushed rock with a geotextile for separation placed on a subgrade that is firm and unyielding with the organics removed (grass and root zone).



GRAVEL AREA SECTION
NOT TO SCALE



GRAVEL AREA SECTION (ON EXISTING)
NOT TO SCALE

From: Janine Casey <jcasey@rivergrovewater.com>
Sent: Tuesday, March 22, 2022 5:28 PM
To: Grant Howell <ghowell@rivergrovewater.com>
Subject: FW: Board Binder and Financial Review form

Grant,

A few weeks ago, I explained the process of Commissioners reviewing AP transactions (please see yellow highlighted area below) prior to Covid. Chair Roth has decided the March Board meeting will be conducted via Zoom along with the April Board meeting and budget meeting.

I am reaching out in case you would like to review the entire APs for the month of March. The Chair and treasurer have reviewed the expenses and signed checks, and I am getting ready to file the check run accordingly. Would you be interested in stopping by the office to review the APs to see the process? I do not want to keep the check run out indefinitely, but if you are available this week I can delay this last step. I will be working early/late this week from 6:30 am – 6:00 pm. Just let me know.

Janine

From: Grant Howell <ghowell@rivergrovewater.com>
Sent: Wednesday, March 9, 2022 7:53 AM
To: Janine Casey <jcasey@rivergrovewater.com>
Subject: Re: Board Binder and Financial Review form

Good morning Janine,

Thank you for dropping off the forms that require my signature.

I will return them tomorrow morning (along with my board binder) and will review the credit card statement at that time- I appreciate your accommodation to open the office early.

On another note of the board policy resolutions- If I can reference the copies online, I don't need to have separate copies emailed to me. Thank you for uploading all the files- it looks great!

Best,

-Grant

From: Janine Casey <jcasey@rivergrovewater.com>
Sent: Tuesday, March 8, 2022 2:55 PM
To: Grant Howell <ghowell@rivergrovewater.com>
Subject: RE: Board Binder and Financial Review form

Good afternoon Commissioner Howell,

You can return your Board binder when it is convenient for you. If you are unable to return it during normal operating hours, please leave it at your door and I will be happy to stop by and retrieve it.

The District resolutions are posted on the website from 2016 to current. If you do not need physical copies, this would be more expedient than having me scan and send them by email. Please let me know if this works.

To make it more convenient for you, I dropped off the financial review summary as well as the form the Board

approved at the last meeting for all commissioners to complete for the annual review of the Board policy handbook. You can review this, sign, and return the form with your binder.

The credit card file is ready for review at any time. The credit card statement, along with its accompanying receipts, is reviewed each month when all other APs are processed and checks signed by two Board officers. **Prior to COVID-19, all APs (e.g., checks and autopay accounts) along with their respective invoices were made available for all commissioners to review at the monthly Board meeting. A folder is passed around the table for all commissioners to review any expense paid. Since Board meetings have been conducted by Zoom, this was not possible.** With the monthly Board meetings soon returning to an in-person setting versus Zoom, you can expect this practice to restart allowing all commissioners the opportunity to review the complete check run for the respective month prior.

I can have the office open at 6:45 on Wednesday, Thursday, or Friday so you can review the credit card file. Please let me know which day you prefer.

Thank you,
Janine

-----Original Message-----

From: Grant Howell <ghowell@rivergrovewater.com>

Sent: Monday, March 7, 2022 5:48 PM

To: Janine Casey <jcasey@rivergrovewater.com>

Subject: Board Binder and Financial Review form

Hey Janine,

I'd like to return my board binder this week with the Executive Session documents.

I would like copies of every board policy resolution since 1/1/2018. If you could email me these documents, I would appreciate it- I don't need physical copies.

I'd also like to sign the financial review form— however, before doing so, I'd like to review the district credit card statement, and supporting documentation. If you need a day or two to prepare that information for me to review, that's fine.

Please advise of a day this week that I can swing by. I'd like to stop in before I leave for work in the morning, or on my way home- so I'd like to come in around 7AM, or after 4PM.

Best,

-Grant

**Rivergrove Water District
Board of Commissioners Meeting
Monday, June 22, 2020**

A Public Hearing and meeting of the Board of Commissioners was held Monday, June 22, 2020 at 7:30 a.m. in the District Office at 17661 Pilkington Road. Chair Roth presided over the meeting and other attendees included: Commissioners Johnson, Magura and Patterson. Commissioner McDowell attended via remote telephone conferencing. Senior Operator Tom Edwards, Utility 1 Operator Tony Lopez and Finance Specialist Janine Casey were in attendance.

1. Public Hearing for Adoption of Fiscal Year 2020/2021 Budget: The public hearing was called to order at 7:30 a.m. No public comments were received and no public attended.

- Fiscal Year Budget 2020/2021 was presented. *Commissioner Magura moved to approve the Budget, seconded by Commissioner Patterson and passed by Commissioners Roth, Johnson, McDowell, Magura and Patterson. Nays: None*

- Resolution 2020-04 Budget and Appropriations for Fiscal Year 2020/2021 was presented. *Commissioner Patterson moved to approve the resolution, seconded by Commissioner Johnson and passed by Commissioners Roth, Johnson, McDowell, Magura and Patterson. Nays: None*

- Budget Committee meeting minutes of May 21, 2020 were presented. *Commissioner Johnson moved to approve the minutes, seconded by Commissioner Magura and passed by Commissioners Roth, Johnson, McDowell, Magura and Patterson. Nays: None*

With no further business, the Public Hearing was adjourned at 7:41 a.m. The regular meeting of the Board of Commissioners was called to order at 7:44 a.m.

2. Review and Approval of Minutes: The regular board meeting minutes of May 21, 2020 were presented. *Commissioner Johnson moved to approve the minutes, seconded by Commissioner Patterson and passed by Commissioners Roth, Johnson, McDowell, Magura and Patterson. Nays: None*

3. Special Reports:

Reservoir 3 – The contractor coordinated with Frontier/Ziply to relocate the telephone line at Centerwood and procured PRV vaults which should be delivered in the next two weeks. They are currently installing a thrust block/valve at Olson Ct and installing the transmission main from the transfer pump station to Reservoir No. 2. Work to be completed next month includes: installation of the bypass pipe as well as installation of the Childs Road PRV station and the Centerwood PRV station (contingent upon deflecting the Frontier/Ziply communication line, otherwise this could be pushed out another month). Emery is projecting completing the installation of the transmission main; Olson Ct to Transfer Pump Station, Transfer Pump Station to Reservoir No. 3 and bypass pipe which is associated with the first tier of the soil nail slope. There is a minor change request with respect to a boulder excavation in the trench and relocating the communication line at Centerwood. Emery has been modifying the schedule due to long lead item procurement issues; this is not expected to impact the overall project milestones or completion date. The fence along the west side of the property was in poor condition and unsalvageable. This section will need to be replaced with new fencing.

Subsurface investigations resulted in a few minor changes (estimated to be less than \$5,000). Emery has not posted any costs, but has agreed to split some of the costs. (Patrick Lau, RH2 Engineering)

Executive Session: The regular meeting of the Board of Commissioners was adjourned at 8:15 a.m. to meet in Executive Session in accordance with ORS 192.660(2)(f) to discuss employment of an individual employee. The regular meeting of the Board of Commissioners reconvened at 8:37 a.m. A recommendation was made to conclude the employment of Ms. Ezell. *Commissioner Johnson moved to approve the motion, seconded by Commissioner Magura and passed by Commissioners Roth, Johnson, McDowell, Magura and Patterson. Nays: None*

Special Reports Continued:

Water Operations - Abatement of asbestos in a tool box has been completed. A maintenance list was created for fire hydrants requiring numbers, reflective street markers and high visibility paint. The District entered into a contract with Cascadia Backflow in the amount of \$14,910 for testing 720 back flows. Cascadia provided all credentials to include insurance coverage. The estimated date of contract completion is October 31, 2020. New appointment paperwork was submitted to the Oregon Health Authority to change the DRC from Ezell to Edwards and reflect current personnel. Locks were changed at critical points of entry in the District to ensure proper security. (Tom Edwards)

Finance/Administrative – The June billing cycle was completed with billed water usage of 23,506 cubic feet and revenue in the amount of \$134,934. The annual audit for Fiscal Year 2019/2020 is scheduled for July 22, 2020. A reimbursement request was submitted to OBDD for Reservoir 3 expenses from 3/31/20-5/31/20. The monthly requirement to file mandatory Construction Progress Reporting Survey with the U.S. Census Bureau for the Reservoir No. 3 project was completed. The District's SAIF (Workers' Compensation) Insurance Policy was renewed and the annual premium paid at a 10% discount. The Annual Workers' Compensation Payroll Report was submitted to SDAO. The District will start bi-weekly payroll in July 2020. The building HVAC system was inspected June 3, 2020 and is in good working order. Michelle Cushing, former auditor, was hired as a Financial Consultant at \$35 an hour; anticipated annual cost of \$400. (Janine Casey)

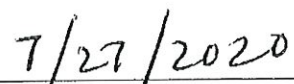
4. **Unfinished Business:** Staff is continuing to reorganize the District's electronic files by mapping to the shared drive and creating areas of specialty: Management, Water Operations and Finance. Documents are being retained and archived IAW Oregon's Administrative Rules & Regulations.

5. **New Business:** None

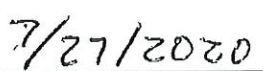
6. **Adjournment:** The meeting was adjourned at 9:23 a.m.

The next meeting will be held on Monday, July 27, 2020 at 7:30 a.m. in the District office.


James W. Johnson, Secretary


Date


Christine K. Roth, Chair


Date




Acknowledgement and Agreement

I certify that I have received a copy of the Rivergrove Water District Employee Handbook provided to me on 10/9/20. I understand that it is my responsibility to read and ask questions if necessary regarding personnel policies. I accept responsibility for understanding and complying with the District policies.

I also understand and acknowledge that:

- The District has the right to modify, add to or delete any of the policies, guidelines and programs included in the handbook at any time without prior notice by distributing an update to this handbook and/or posting the changes in company common areas. I accept responsibility for staying informed of these changes.
- My employment is "at-will", and both District and I have the right to terminate my employment at any time for any lawful reason, with or without cause or notice.
- I acknowledge that I have no guarantee of employment for a particular time or on terms different than those reflect in this Handbook, unless such terms are reflected in a written agreement signed by both myself and the District Manager and approved by the Board of Commissioners.
- I understand that this Handbook and the policies contained herein are not intended to limit or prevent me from exercising any rights I may have under the National Labor Relations Act (NLRA) and/or equivalent Oregon law.

Signature  Date 10/20/20

Print Name RANDAL MAGNUSON

General Manager's Annual Performance Review

to be conducted in June 2022

PROPOSED

Standard Form of OFFICE LEASE

© PORTLAND METROPOLITAN ASSOCIATION OF BUILDING OWNERS AND MANAGERS

Basic Lease Terms.

- A REFERENCE DATE OF LEASE January 1, 2022
- B TENANT: Rivergrove Water District
Address (Leased Premises): Suite 1, 17665 SW Pilkington
Lake Oswego, Oregon 97035
- Address (For Notices): Suite 1, 17665 SW Pilkington, Lake Oswego, Oregon 97035
- LANDLORD: Gregoire LLC
Address (For Notices): 17311 Cedar Road, Lake Oswego, Oregon 97034
- C PREMISES: Suite 1, 17665 SW Pilkington, Lake Oswego, Oregon 97035
- D PREMISES AREA: Approximately 844 Rentable Square Feet
- E LOAD FACTOR: NA
- F BUILDING AREA: NA
- G TENANT'S PROPORTIONATE SHARE: NA
- H TENANT'S PERMITTED USE OF PREMISES: Office
- I TERM OF LEASE: Lease Commencement/Possession: January 1, 2022
Rent Commencement: January 1, 2022
Expiration: December 31, 2027
- J INITIAL BASE MONTHLY RENT: Base market rent for 2022 of \$1,361 per month, which includes tax exemption, with 3% annual increases, which will continue to include the tax exemption.
- K Note: Tenant is required to submit application for tax exemption in timely manner and to provide Landlord with written confirmation that the property tax exemption is being applied upon receipt of confirmation from the Clackamas County Tax Assessor. Landlord will cooperate with Tenant in submitting application for the property tax exemption to the Clackamas County Tax Assessor. If the property tax exemption is not in place, the base monthly rent will not include the property tax exemption.
- L PARKING: First come, first serve, per approximately 4 per 1,000 sf parking ratio.
- M SECURITY DEPOSIT: \$1,532
- N BROKER(S): Marcelle Daeges, KLM Commercial
- O GUARANTORS: _____

Please Initial

For valuable consideration, Landlord and Tenant covenant and agree as follows:

1.2 Lease of Premises.

Landlord leases to Tenant the premises described in the Basic Lease Terms and shown on Exhibit A (the "Premises"), located in the building described in the Basic Lease Terms (the "Building"), subject to the terms and conditions of this Lease.

1.3 Delivery of Possession and Commencement.

As this is a Lease Renewal, this first paragraph of Section 1.3 does not apply. Should Landlord be unable to deliver possession of the Premises on the commencement date stated in the Basic Lease Terms, the commencement date will be deferred and Tenant shall owe no rent until notice from Landlord tendering possession to Tenant. Landlord shall have no liability to Tenant for delay in delivering possession.

The expiration date of this Lease shall be the date stated in the Basic Lease Terms or, if later, the last day of the calendar month that is the number of full calendar months stated in the Basic Lease Terms from the month in which the commencement date occurs. Tenant's occupancy of the Premises shall constitute conclusive acceptance of the amount of square footage stated herein, and of the condition of the Premises.

2.1 Rent Payment.

Tenant shall pay to Landlord the Base Rent for the Premises and any **additional rent (as per Section 5.1)** provided herein, without deduction or offset. At the same time as execution of the Lease, Tenant shall pay the Base Rent for the first full month of the Lease term for which rent is payable. Rent is payable in advance on the first day of each month commencing on the commencement date of this Lease. Rent for any partial month during the Lease term shall be prorated to reflect the number of days during the month that Tenant occupies the Premises. **Additional rent means any other sums (such as for utilities) payable by Tenant to Landlord under this Lease.** Payment not made within ten (10) days after it is due shall bear interest at the rate of one and one half percent per month, or if less, the maximum applicable rate of interest permitted by law, until paid. In addition, Landlord may at its option impose a late charge of \$75 for overdue payment that is made more than five (5) days after payment is due. **If Tenant fails to make payment within fifteen (15) days after payment is due, Landlord may impose an additional late charge of \$75.** Tenant acknowledges that late payment by Tenant to Landlord of any rent or other sums due under this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to ascertain, and that such late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of any such late payment and is not a penalty. Neither imposition or collection nor failure to impose or collect such late charge shall be considered a waiver of any other remedies available for default. In addition to such late charge, an additional charge of \$50 shall be recoverable by Landlord for any returned checks.

3.1 Security Deposit.

At the same time as execution of the Lease by the Tenant, Tenant shall pay to Landlord the amount stated in the Basic Lease Terms as a Security Deposit. Landlord may apply the Security Deposit to pay the cost of performing any obligation which Tenant fails to perform within the time required by this Lease, but such application by Landlord shall not waive Landlord's other remedies nor be the exclusive remedy for Tenant's default. If the Security Deposit is applied by Landlord, Tenant shall on demand pay the sum necessary to replenish the Security Deposit to its original amount. In no event will Tenant have the right to apply any part of the Security Deposit to any rent or other sums due under this Lease. If Tenant is not in default at the expiration or termination of this Lease, Landlord shall return any remaining Security Deposit to Tenant within 30 days following expiration or termination. Landlord's obligations with respect to the Security Deposit are those of a debtor and not of a trustee, and Landlord can commingle the Security Deposit with Landlord's general funds. Landlord shall not be required to pay Tenant interest on the Security Deposit. Landlord shall be entitled to immediately endorse and cash Tenant's Security Deposit; however, such endorsement and cashing shall not constitute Landlord's acceptance of this Lease. In the event Landlord does not accept this Lease, Landlord shall return said Security Deposit. If Landlord sells its interest in the

Please Initial

Landlord Tenant



Premises during the term hereof and deposits with or credits to the purchaser the unapplied portion of the Security Deposit, thereupon Landlord shall be discharged from any further liability or responsibility with respect to the Security Deposit.

4.1 Use.

Tenant shall use the Premises as a business for the Tenant's Permitted Use stated in the Basic Lease Terms and for no other purpose without Landlord's written consent. In connection with its use, Tenant shall at its expense promptly comply and cause the Premises to comply with all applicable laws, ordinances, rules and regulations of any public authority ("Laws") and shall not annoy, obstruct, or interfere with the rights of other tenants of the Building. Tenant shall create no nuisance nor allow any objectionable fumes, noise, light, vibration, radiation, or electromagnetic waves to be emitted from the Premises. If any sound or vibration produced by Tenant's activities is detectable outside of the Premises, Tenant shall provide such insulation as is required to muffle such sound or vibration and render it undetectable at Tenant's cost. Tenant shall not conduct any activities that will increase Landlord's insurance rates for any portion of the Building or that will in any manner degrade or damage the reputation of the Building. Tenant shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operations as well as upon all trade fixtures, leasehold improvements, merchandise and other personal property in or about the Premises.

4.2 Equipment.

Tenant shall install in the Premises only such equipment as is customary for Tenant's Permitted Use and shall not overload the floors or electrical circuits of the Premises or Building or alter the plumbing or wiring of the Premises or Building. Landlord must approve in advance the location of and manner of installing any wiring or electrical, heat generating, climate sensitive or communication equipment or exceptionally heavy articles. All telecommunications equipment, conduit, cables and wiring, additional dedicated circuits and any additional air conditioning required because of heat generating equipment or special lighting installed by Tenant shall be installed and operated at Tenant's expense. Landlord shall have no obligation to permit the installation of equipment by any telecommunications provider whose equipment is not then servicing the Building. Tenant shall have no right to install any equipment on or through the roof of the Building, or use or store any equipment or other items outside of the interior boundary of the Premises.

4.3 Signs and Other Installations.

No signs, awnings, or other apparatus shall be painted on or attached to the Building or anything placed on any glass or woodwork of the Premises or positioned so as to be visible from outside the Premises, including any window covering (e.g., shades, blinds, curtains, drapes, screens, or tinting materials) without Landlord's written consent, and Landlord's approval as to design, size, location, and color. All signs installed by Tenant shall comply with Landlord's standards for signs and all applicable codes and all signs and sign hardware shall be removed upon termination of this Lease with the sign location restored to its former state unless Landlord elects to retain all or any portion thereof. Tenant may not install any alarm boxes, foil protection tape or other security equipment on the Premises without Landlord's prior written consent. Any material violating this provision may be removed and disposed by Landlord without compensation to Tenant, and Tenant shall reimburse Landlord for the cost of the same upon request.

4.4 Parking.

If a number of parking spaces is designated in the Basic Lease Terms, then during the term of this Lease, Landlord shall make available to Tenant's employees such number of parking space(s) at the parking lot servicing the Building. Landlord's obligation pursuant to this paragraph shall be limited to making such spaces available in whatever manner Landlord deems appropriate (attended, unattended, marked stalls, or other means), so long as the number of spaces referred to are made available to Tenant.

5.1 Utilities and Services.

Tenant is responsible for 50% of electricity charges for first floor of building; one third of water/sewer and refuse/recycling charges; one third of building's natural gas charges. The following services and associated charges for the Premise, including janitorial, security, internet, signage, and



phone are the responsibility of the Tenant. Tenant shall comply with all government laws or regulations regarding the use or reduction of use of utilities on the Premises. Interruption of services or utilities shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises, render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Lease. Tenant shall provide its own surge protection for power furnished to the Premises. Landlord shall have the exclusive right to choose the utility service providers to the Premises and may change providers at its discretion. Tenant shall cooperate with Landlord and the utility service providers at all times as reasonably necessary, and shall allow Landlord and utility service providers, reasonable access to the pipes, lines, feeders, risers, wiring, and any other machinery within the Premises. Tenant shall not contract or engage any other utility provider without prior written approval of Landlord, which approval Landlord may withhold or condition in Landlord's discretion.

5.2 Security.

Landlord may but shall have no obligation to provide security service or to adopt security measures regarding the Premises, and Tenant shall cooperate with all reasonable security measures adopted by Landlord. Tenant may install a security system within the Premises with Landlord's written consent, which will not be unreasonably withheld. Landlord will be provided with an access code to any security system and shall not have any liability for accidentally setting off Tenant's security system. Landlord may modify the type or amount of security measures or services provided to the Building or the Premises at any time without notice.

6.1 Maintenance and Repair.

6.1.1 Landlord shall maintain and repair in good condition the Building structure, roof, exterior walls and doors, exterior windows and common areas of the Building, and the electrical, mechanical, plumbing, heating and air conditioning systems, facilities and components located in the Building that are used in common by all tenants of the Building (including replacing building standard light bulbs). Tenant shall maintain and repair the Premises in good condition, including, without limitation, maintaining and repairing all walls, floors, and ceilings, all interior doors, partitions and windows, and all Premises systems, fixtures and equipment that are not the maintenance responsibility of Landlord, as well as damage caused by Tenant, its agents, employees, contractors or invitees.

6.1.2 Landlord shall have no liability for failure to perform required maintenance and repair unless written notice of such maintenance or repair is given by Tenant and Landlord fails to commence efforts to remedy the problem in a reasonable time and manner. Landlord shall have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs or alterations to the Building, and Landlord shall have no liability for interference with Tenant's use because of such work. Work may be done during normal business hours. Tenant shall have no claim against Landlord for any interruption or reduction of services or interference with Tenant's occupancy caused by Landlord's maintenance and repair, and no such interruption or reduction shall be construed as a constructive or other eviction of Tenant.

6.1.3 **Landlord's cost of repair and maintenance shall be considered "operating expenses", except that repair of damage caused by negligent or intentional acts or breach of this Lease by Tenant, its contractors, agents or invitees shall be at Tenant's expense.**

6.2 Alterations.

6.2.1 Tenant shall not make any alterations, additions, or improvements to the Premises, change the color of the interior, or install any wall or floor covering without Landlord's prior written consent which may be withheld in Landlord's sole discretion. Should Landlord consent in writing to Tenant's alteration of the Premises, Tenant shall contract with a contractor approved by Landlord for the construction of such alterations, shall secure all appropriate governmental approvals and permits, and shall complete such alterations with due diligence in compliance with the plans and specifications approved by Landlord. All such construction shall be performed in a manner which will not interfere with the quiet enjoyment of other tenants of the Building. Any such improvements, alterations, wiring, cables or conduit installed by Tenant shall at once become part of the Premises and belong to Landlord except for removable machinery and unattached movable trade fixtures. Landlord may at its option require that Tenant remove any



improvements, alterations, wiring, cables or conduit installed by or for Tenant and restore the Premises to the original condition upon termination of this Lease. Landlord shall have the right to approve the contractor used by Tenant for any work in the Premises, and to post notices of non-responsibility in connection with work being performed by Tenant in the Premises. Work by Tenant shall comply with all laws then applicable to the Premises. Tenant shall not allow any liens to attach to the Building or Tenant's interest in the Premises as a result of its activities or any alterations.

6.2.2 Landlord may perform alterations to or change the configuration of the Building, the Building, the parking area, and other common areas.

7.1 Indemnity.

Tenant shall indemnify, defend, and hold harmless Landlord and its managing agents and employees from any claim, liability, damage, or loss occurring on the Premises, or any cost or expense in connection therewith (including attorney fees), arising out of (a) any damage to any person or property occurring in, on or about the Premises, (b) use by Tenant or its agents, invitees or contractors of the Premises and/or the Building, and/or (c) Tenant's breach or violation of any term of this Lease.

7.2 Insurance.

Tenant shall carry liability insurance with combined single limit bodily injury and property damage limits of not less than One Million Dollars (\$1,000,000) per occurrence, with a Two Million Dollars (\$2,000,000) aggregate limit, which insurance shall have an endorsement naming Landlord and Landlord's managing agent, if any, as an additional insured, cover the liability insured under paragraph 7.1 of this Lease and be in form and with companies reasonably acceptable to Landlord. Prior to occupancy, Tenant shall furnish a certificate evidencing such insurance which shall state that the coverage shall not be canceled or materially changed without thirty (30) days advance notice to Landlord and Landlord's managing agent, if any. Tenant shall furnish to Landlord a renewal certificate at least thirty (30) days prior to expiration of any policy.

Personal property insurance is the responsibility of the Tenant to insure equipment, trade fixtures, alterations and leasehold improvements, inventory, fixtures and personal property located on or in the Premises for perils covered by the causes of loss. Workers compensation insurance in accordance with statutory law and employer liability insurance. Business interruption insurance covering at least six (6) months of all charges per this Lease. Such other insurance as Landlord deems necessary and prudent or required by Landlord's lender(s). The policies will be maintained by the Tenant and shall be with companies rated A or better in the most current issue of Best Insurance 3 Reports. Insurer shall be licensed to do business in the State of Oregon and shall be domiciled in the United States. Any deductible amounts under any insurance policies required per this Lease shall not exceed five thousand dollars (\$5,000).

8.1 Fire or Casualty.

"Major Damage" means damage by fire or other casualty to the Building or the Premises which causes the Premises or any substantial portion of the Building to be unusable, or which will cost more than 25 percent of the pre-damage value of the Building to repair, or which is not covered by insurance. In case of Major Damage, Landlord may elect to terminate this Lease by notice in writing to the Tenant within thirty (30) days after such date. If this Lease is not terminated following Major Damage, or if damage occurs which is not Major Damage, Landlord shall promptly restore the Premises to the condition existing just prior to the damage. Tenant shall promptly restore all damage to tenant improvements or alterations installed or paid for by Tenant or pay the cost of such restoration to Landlord if Landlord elects to do the restoration of such improvements. Unless the casualty was caused by Tenant, rent shall be reduced from the date of damage until the date restoration work being performed by Landlord is substantially complete, with the reduction to be in proportion to the area of the Premises not usable by Tenant.

8.2 Waiver of Subrogation.

Tenant shall be responsible for insuring its personal property and trade fixtures located on the Premises and any alterations or tenant improvements it has made to the Premises. Neither Landlord, its managing agent



nor Tenant shall be liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the risks that are covered by property insurance or could be covered by a customary broad form of property insurance policy, or for any business interruption, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

9.1 Eminent Domain.

If a condemning authority takes title by eminent domain or by agreement in lieu thereof to the entire Building or a portion sufficient to render the Premises unsuitable for Tenant's use, then either party may elect to terminate this Lease effective on the date that possession is taken by the condemning authority. If this Lease is not terminated, then rent shall be reduced for the remainder of the term in an amount proportionate to the reduction in area of the Premises caused by the taking. All condemnation proceeds shall belong to Landlord, and Tenant shall have no claim against Landlord or the condemnation award because of the taking.

10.1 Assignment and Subletting.

Tenant shall not assign or encumber its interest under this Lease or sublet all or any portion of the Premises without first obtaining Landlord's consent in writing. This provision shall apply to all transfers by operation of law, and to all mergers and changes in control of Tenant, all of which shall be deemed assignments for the purposes of this paragraph. No assignment shall relieve Tenant of its obligation to pay rent or perform other obligations required by this Lease, and no consent to one assignment or subletting shall be a consent to any further assignment or subletting. If Tenant proposes a subletting or assignment for which Landlord's consent is required, Landlord shall have the option of terminating this Lease and dealing directly with the proposed subtenant or assignee, or any third party. If Landlord does not terminate this Lease, Landlord shall not unreasonably withhold its consent to any assignment or subletting provided the effective rental is not less than the current scheduled rental rate and the proposed Tenant is compatible with Landlord's normal standards for the Building. If an assignment or subletting is permitted, any cash net profit, or the net value of any other consideration received by Tenant as a result of such transaction shall be paid to Landlord promptly following its receipt by Tenant. Tenant shall pay costs incurred by Landlord in connection with a request for assignment or subletting, including reasonable attorney fee.

11.1 Default.

Any of the following shall constitute an Event of Default by Tenant under this Lease (time of performance being of the essence of this Lease):

- 11.1.1 Tenant's failure to pay rent or any other charge under this Lease within ten (10) days after it is due.
- 11.1.2 Tenant's failure to comply with any other term or condition within twenty (20) days following written notice from Landlord specifying the noncompliance. If such noncompliance cannot be cured within the period, this provision shall be satisfied if Tenant commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to complete correction as soon as possible but not later than ninety (90) days after the date of Landlord's notice.
- 11.1.3 Failure of Tenant to execute the documents described in Section 16.1 or 16.3 within the time required under such Sections; failure of Tenant to provide or maintain the insurance required of Tenant pursuant hereto; or failure of Tenant to comply with any Laws as required pursuant hereto within 24 hours after written demand by Landlord.
- 11.1.4 Tenant's insolvency, business failure or assignment for the benefit of its creditors. Tenant's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer; or the appointment of a receiver for all or any portion of Tenant's properties or financial records.
- 11.1.5 Assignment or subletting by Tenant in violation of paragraph 10.1.



11.1.6 Vacation or abandonment of the Premises without the written consent of Landlord or failure to occupy the Premises within twenty (20) days after notice from Landlord tendering possession.

11.2 Remedies for Default.

Upon occurrence of an Event of Default as described in paragraph 11.1, Landlord shall have the right to the following remedies, which are intended to be cumulative and in addition to any other remedies provided under applicable law or under this Lease:

11.2.1 Landlord may at its option terminate this Lease, without prejudice to its right to damages for Tenant's breach. With or without termination, Landlord may retake possession of the Premises and may use or relet the Premises without accepting a surrender or waiving the right to damages. Following such retaking of possession, efforts by Landlord to relet the Premises shall be sufficient if Landlord follows its usual procedures for finding tenants for the space at rates not less than the current rates for other comparable space in the Building. If Landlord has other vacant space in the Building, prospective tenants may be placed in such other space without prejudice to Landlord's claim to damages or loss of rentals from Tenant.

11.2.2 Landlord may recover all damages caused by Tenant's default which shall include an amount equal to rentals lost because of the default, Lease commissions paid for this Lease, and the unamortized cost of any tenant improvements installed by or paid for by Landlord. Landlord may sue periodically to recover damages as they occur throughout the Lease term, and no action for accrued damages shall bar a later action for damages subsequently accruing. Landlord may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the Lease. Such damages shall be measured by the difference between the rent under this Lease and the reasonable rental value of the Premises for the remainder of the term, discounted to the time of judgment at the prevailing interest rate on judgments.

11.3 Landlord's Right To Cure Default.

Landlord may, but shall not be obligated to, make any payment or perform any obligation which Tenant has failed to perform when required under this Lease. All of Landlord's expenditures incurred to correct the failure to perform shall be reimbursed by Tenant upon demand with interest from the date of expenditure at the rate of one and one-half percent per month. Landlord's right to correct Tenant's failure to perform is for the sole protection of Landlord and the existence of this right shall not release Tenant from the obligation to perform all of the covenants herein required to be performed by Tenant, or deprive Landlord of any other right which Landlord may have by reason of default of this Lease by Tenant, whether or not Landlord exercises its right under this paragraph.

12.1 Surrender; Holdover.

On expiration or early termination of this Lease Tenant shall deliver all keys to Landlord and surrender the Premises vacuumed, swept, and free of debris and in the same condition as at the commencement of the term subject only to reasonable wear from ordinary use. Tenant shall remove all of its furnishings and trade fixtures that remain its property and any alterations, cables or conduits if required by paragraph 6.6, and shall repair all damage resulting from such removal. Failure to remove shall be an abandonment of the property, and Landlord may remove or dispose of it in any manner without liability, and recover the cost of removal and other damages from Tenant. If Tenant fails to vacate the Premises when required, including failure to remove all its personal property, Landlord may elect either: (i) to treat Tenant as a tenant from month to month, subject to the provisions of this Lease except that rent shall be one and one half times the total rent being charged when the Lease term expired, and any option or other rights regarding extension of the term or expansion of the Premises shall no longer apply; or (ii) to eject Tenant from the Premises (using self-help or otherwise) and recover damages caused by wrongful holdover.

13.1 Regulations.

Landlord shall have the right but shall not be obligated to make, revise and enforce rules and regulations or policies consistent with this Lease for the purpose of promoting safety, health, order, economy, cleanliness, and good service to all tenants of the Building, including, but not limited to, moving, use of common areas and prohibition of smoking. All such regulations and policies including those, if any, attached to this Lease, shall be complied with as if part of this Lease and failure to comply shall be a default.



14.1 Access.

During times other than normal Building hours Tenant's officers and employees or those having business with Tenant may be required to identify themselves or show passes in order to gain access to the Building. Landlord shall have no liability for permitting or refusing to permit access by anyone. Landlord may regulate access to any Building elevators outside of normal Building hours. Landlord shall have the right to enter upon the Premises at any time by passkey or otherwise to determine Tenant's compliance with this Lease, to perform necessary services, maintenance and repairs or alterations to the Building or the Premises, to post notices of non-responsibility, or to show the Premises to any prospective tenant or purchasers. Except in case of emergency such entry shall be at such times and in such manner as to minimize interference with the reasonable business use of the Premises by Tenant.

14.2 Furniture and Bulky Articles.

Tenant shall move furniture and bulky articles in and out of the Building or make independent use of any elevators only at times approved by Landlord following at least 24 hours written notice to Landlord of the intended move.

15.1 Notices.

Notices between the parties relating to this Lease shall be in writing, effective when delivered during business hours by facsimile transmission, hand delivery, private courier, or regular or certified U.S. mail. Notices shall be delivered postage prepaid, to the address or facsimile number for the party stated in the Basic Lease Terms or to such other address as either party may specify by notice to the other. Notice to Tenant may always be delivered to the Premises. Rent shall be payable to Landlord at the same address and in the same manner, but shall be considered paid only when received.

16.1 Subordination and Attornment.

This Lease shall be subject to and subordinate to any mortgages, deeds of trust, ground lease, master lease or land sale contracts (here after collectively referred to as encumbrances) now existing against the Building. At Landlord's option this Lease shall be subject and subordinate to any future encumbrance, ground lease or master lease hereafter placed against the Building (including the underlying land) or any modifications of existing encumbrances, and Tenant shall execute such documents as may reasonably be requested by Landlord or the holder of the encumbrance to evidence this subordination. If any encumbrance is foreclosed, then if the purchaser at foreclosure sale gives to Tenant a written agreement to recognize Tenant's Lease, Tenant shall attorn to such purchaser and this Lease shall continue.

16.2 Transfer of Building.

If the Building is sold or otherwise transferred by Landlord or any successor, Tenant shall attorn to the purchaser or transferee and recognize it as the landlord under this Lease, and, provided the purchaser or transferee assumes all obligations under this Lease thereafter accruing, the transferor shall have no further liability hereunder.

16.3 Estoppels.

Either party will within ten (10) days after notice from the other execute, acknowledge and deliver to the other party a certificate certifying whether or not this Lease has been modified and is in full force and effect; whether there are any modifications or alleged breaches by the other party; the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent; and any other facts that may reasonably be requested. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any encumbrance, or any underlying lessor, Tenant will agree to give such holder or lessor notice of and an opportunity to cure any default by Landlord under this Lease.

17.1 Attorneys' Fees.

In any litigation arising out of this Lease, including any bankruptcy proceeding, the prevailing party shall be entitled to recover attorneys' fees at trial and on any appeal or petition for review. If Landlord incurs

Please Initial

Landlord Tenant



attorneys' fees because of a default by Tenant, Tenant shall pay all such fees whether or not litigation is filed. If Landlord employs a collection agency to recover delinquent charges, Tenant agrees to pay all collection agency and other fees charged to Landlord in addition to rent, late charges, interest and other sums payable under this Lease.

18.1 Quiet Enjoyment.

Landlord warrants that so long as Tenant complies with all terms of this Lease it shall be entitled to possession of the Premises free from any eviction or disturbance by Landlord or parties claiming through Landlord.

18.2 Limitation on Liability.

Notwithstanding any provision in this Lease to the contrary, neither Landlord nor its managing agent or employees shall have any liability to Tenant for loss or damages to Tenant's property from any cause, nor arising out of the acts, including criminal acts, of other tenants of the Building or third parties, nor any liability for consequential damages, nor liability for any reason which exceeds the value of its interest in the Building.

~~19.1 Additional Rent: Tax Adjustment.~~

~~Whenever for any July 1 - June 30 tax year the real property taxes levied against the Building and its underlying land exceed those levied for the Base Year for taxes stated in the Basic Lease Terms, then the monthly rent for the next succeeding calendar year shall be increased by one twelfth of such tax increase times Tenant's Proportionate Share. Landlord may revise Tenant's monthly payments of real property tax increases during any year with reasonable cause and the additional estimate shall be payable as equal additions to rent for the remainder of the calendar year. Following the end of each calendar year, or when actual tax year information becomes available, Landlord shall compute the actual real property taxes and bill Tenant for any deficiency or credit Tenant with any excess collected. Tenant shall pay any such deficiency within thirty (30) days after Landlord's billing, whether or not this Lease shall have expired or terminated at the time of such billing. "Real property taxes" as used herein means all taxes and assessments of any public authority against the Building and the land on which it is located, the cost of contesting any tax and any form of fee or charge imposed on Landlord as a direct consequence of owning or leasing the Premises, including but not limited to rent taxes, gross receipt taxes, leasing taxes, or any fee or charge wholly or partially in lieu of or in substitution for ad valorem real property taxes or assessments, whether now existing or hereafter enacted. If any portion of the Building is occupied by a tax exempt tenant so that the Building has a partial tax exemption under ORS 307.112 or a similar statute, then real property taxes shall mean taxes computed as if such partial exemption did not exist. If a separate assessment or identifiable tax increase arises because of improvements to the Premises, then Tenant shall pay 100 percent of such increase.~~

~~19.2 Additional Rent: Operating Expense Adjustment.~~

~~Tenant shall pay as additional rent Tenant's Proportionate Share, of the amount by which operating expenses for the Building increase over those experienced by Landlord during the Base Year for expenses stated in the Basic Lease Terms. Effective January 1 of each year Landlord shall estimate the amount by which operating expenses are expected to increase, if any, over those incurred in the base year. Monthly rent for that year shall be increased by one twelfth of Tenant's share of the estimated increase, provided that Landlord may revise its estimate during any year with reasonable cause and the additional estimate shall be payable as equal additions to rent for the remainder of the calendar year. Following the end of each calendar year, Landlord shall compute the actual increase in operating expenses and bill Tenant for any deficiency or credit Tenant with any excess collected. Tenant shall pay any such deficiency within thirty (30) days after Landlord's billing, whether or not this Lease shall have expired or terminated at the time of such billing. As used herein "operating expenses" shall mean all costs of operating, maintaining and repairing the Building as determined by standard real estate accounting practice, including, but not limited to: all water and sewer charges; the cost of natural gas and electricity provided to the Building; janitorial and cleaning supplies and services; administration costs and management fees; superintendent fees; security services, if any; insurance premiums; licenses, permits for the operation and maintenance of the Building and all of its component elements and mechanical systems; ordinary and emergency repairs and~~



~~maintenance, and the annual amortized capital improvement cost (amortized over such a period as Landlord may select but not shorter than the period allowed under the Internal Revenue Code and at a current market interest rate) for any capital improvements to the Building required by any governmental authority or those which have a reasonable probability of improving the operating efficiency of the Building. "Operating Expenses" shall also include all assessments under recorded covenants or master plans and/or by owner's associations. If electricity or other energy costs increase between the date of this Lease and last day of the Base Year, (i) Tenant shall pay to Landlord, on a monthly basis as additional rent, its Proportionate Share of such cost increase for the period from the date of such increase until the first estimated payment due under this paragraph, and (ii) Landlord may adjust the calculation of Base Year operating expenses by using the energy costs in effect on the date of this Lease.~~

19.3 Disputes.

~~If Tenant disputes any computation of additional rent or rent adjustment under paragraphs 19.1 through 19.3 of this Lease, it shall give notice to Landlord not later than thirty (30) days after the notice from Landlord describing the computation in question, but in any event not later than (thirty) 30 days after expiration or earlier termination of this Lease. If Tenant fails to give such a notice, the computation by Landlord shall be binding and conclusive between the parties for the period in question. If Tenant gives a timely notice, the dispute shall be resolved by an independent certified public accountant selected by Landlord whose decision shall be conclusive between the parties. Each party shall pay one half of the fee for making such determination except that if the adjustment in favor of Tenant does not exceed ten percent of the escalation amounts for the year in question, Tenant shall pay (i) the entire cost of any such third party determination; and (ii) Landlord's out-of-pocket costs and reasonable expenses for personnel time in responding to the audit. Nothing herein shall reduce Tenant's obligations to make all payments as required by this Lease.~~

Tenant shall pay prior to delinquency all taxes, assessments, license fees, and public charges levied, assessed or imposed upon its business operations, as well as upon all trade fixtures, leasehold improvements (if applicable), merchandise and other personal property in or about the Premises.

20.1 Hazardous Materials.

Neither Tenant nor Tenant's agents or employees shall cause or permit any Hazardous Material, as hereinafter defined, to be brought upon, stored, used, generated, released into the environment, or disposed of on, in, under, or about the Premises, except reasonable quantities of cleaning supplies and office supplies necessary to or required as part of Tenant's business that are generated, used, kept, stored, or disposed of in a manner that complies with all laws regulating any such Hazardous Materials and with good business practices. Tenant covenants to remove from the Premises (or the Building, if applicable), upon the expiration or sooner termination of this Lease and at Tenant's sole cost and expense, any and all Hazardous Materials brought upon, stored, used, generated, or released into the environment during the term of this Lease. To the fullest extent permitted by law, Tenant hereby agrees to indemnify, defend, protect, and hold harmless Landlord, Landlord's managing agent and their respective agents and employees, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses that arise during or after the term directly or indirectly from the use, storage, disposal, release or presence of Hazardous Materials on, in, or about the Premises which occurs during the term of this Lease. Tenant shall promptly notify Landlord of any release of Hazardous Materials in, on, or about the Premises that Tenant or Tenant's agents or employees becomes aware of during the Term of this Lease, whether caused by Tenant, Tenant's agents or employees, or any other persons or entities. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the state of Oregon or the United States government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," or "waste" under any federal, state or local law, (ii) petroleum, and (iii) asbestos. The provisions of this Section 20, including, without limitation, the indemnification provisions set forth herein, shall survive any termination of this Lease.



21.1 Complete Agreement; No Implied Covenants.

This Lease and the attached Exhibits and Schedules if any, constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations and there are no implied covenants or other agreements between the parties except as expressly set forth in this Lease. Neither Landlord nor Tenant is relying on any representations other than those expressly set forth herein.

21.2 Space Leased AS IS.

Unless otherwise stated in this Lease, the Premises are Leased AS IS in the condition now existing with no alterations or other work to be performed by Landlord.

21.3 Captions.

The titles to the paragraphs of this Lease are descriptive only and are not intended to change or influence the meaning of any paragraph or to be part of this Lease.

21.4 Non-waiver.

Failure by Landlord to promptly enforce any regulation, remedy or right of any kind under this Lease shall not constitute a waiver of the same and such right or remedy may be asserted at any time after Landlord becomes entitled to the benefit thereof notwithstanding delay in enforcement.

21.5 Consent.

Except where otherwise provided in this Lease, either party may withhold its consent for any reason or for no reason whenever that party's consent is required under this Lease.

21.6 Force Majeure.

If performance by Landlord of any portion of this Lease is made impossible by any prevention, delay, or stoppage caused by strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes for those items, government actions, civil commotions, fire or other casualty, or other causes beyond the reasonable control of Landlord, performance by Landlord for a period equal to the period of that prevention, delay, or stoppage is excused.

21.7 Commissions.

Each party represents that it has not had dealings with any real estate broker, finder or other person with respect to this Lease in any manner, except for the broker(s) identified in the Basic Lease Terms. Landlord shall pay a leasing commission in accordance with agreement between Landlord and its broker.

21.8 Successors.

This Lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and permitted assigns.

21.9 Exhibits.

The following Exhibits are attached hereto and incorporated as a part of this Lease:

- Exhibit "A" - Premises
- Exhibit "B" - Rules and Regulations
- Exhibit "C" = Guaranty

Please Initial

Landlord Tenant



IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Lease as of the day and year first written above.

LANDLORD:

By: _____
Thomas R. Gregoire for Gregoire LLC

Date: _____

By: _____
Alice M. Gregoire for Gregoire LLC

Date: _____

TENANT:

By: _____
Christine Roth, Chair for Rivergrove Water District

Date: _____

ATTEST:

By: _____
James Johnson, Secretary for Rivergrove Water District

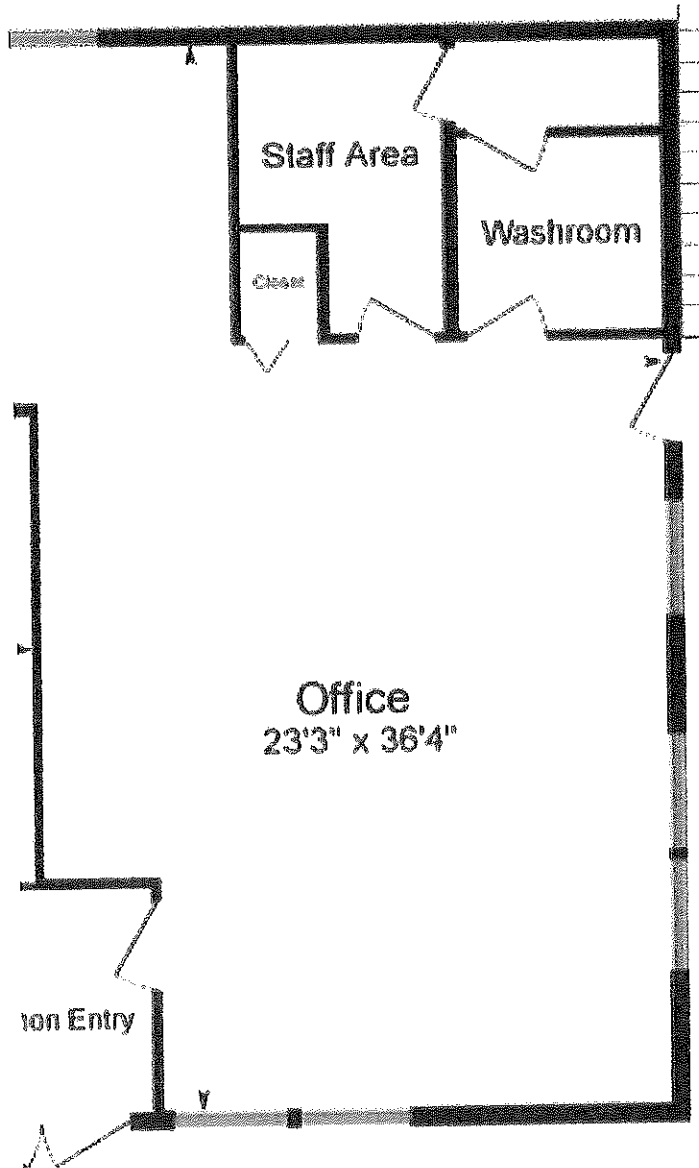
Date: _____

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Landlord Tenant



EXHIBIT "A"
(Suite 1, Premises)



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Landlord Tenant

EXHIBIT "B"

Rules & Regulations (as applicable)

The entrances, halls, corridors, stairways, exits, and elevators shall not be obstructed by any of the tenants or used for any purpose other than for ingress from their respective premises. The entrances, halls, corridors, stairways, exits and elevators are not intended for use by the general public but for the tenant and its employees, licensees and invitees. Landlord reserves the right to control and operate the public portions of the Building and the public facilities as well as facilities furnished for the common use of the tenants, in such manner as it in its reasonable judgment deems best for the benefit of the tenants generally. No tenant shall invite to the tenant's premises, or permit the visit of, persons in such numbers or under such conditions as to interfere with the use and enjoyment of any of the plazas, entrances, corridors, elevators and other facilities of the Building by any other tenants. Fire exits and stairways are for emergency use only, and they shall not be used for any other purpose.

Landlord may refuse admission to the Building outside of the business hours of the Building to any person not producing identification satisfactory to Landlord. If Landlord issues identification passes, Tenant shall be responsible for all persons for whom it issues any such pass and shall be liable to landlord for all acts or omissions of such persons.

No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens, if any, which are different from the standards adopted by Landlord for the Building shall be attached to or hung in any exterior window or door of the premises of any tenant without the prior written consent of Landlord.

No sign, placard, picture, name lettering, advertisement, notice or object visible from the exterior of any tenant's premises shall be displayed in or on the exterior windows or doors, or on the outside of any tenant's premises, or at any point inside any tenant's premises where the same might be visible outside of such premises, without the prior written consent of Landlord. Landlord may adopt and furnish to tenants general guidelines relating to signs inside the Building and Tenant shall conform to such guidelines. All approved signs or lettering shall be prepared, printed, affixed or inscribed at the expense of the tenant and shall be of a size, color and style acceptable to Landlord.

The windows that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by any tenant, nor shall any bottles, parcels or other articles be placed on the window sills.

No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors or vestibules.

No vehicles shall be brought into or kept in the premises.

No noise, including but not limited to, music or the playing of musical instruments, recordings, radio or television, which, in the judgment of Landlord, might disturb other tenants in the Building, shall be made or permitted by any tenant.

No tenant, nor any tenant's contractors, employees, agents, visitors, invitees or licensees, shall at any time bring into or keep upon the premises or the Building any inflammable, combustible, explosive, environmentally hazardous or otherwise dangerous fluid, chemical or substance.

All movement of freight, furniture, packages, boxes, crates or any other object or matter of any description must take place during such hours and in such elevators, and in such manner as Landlord or its agent may determine from time to time. Any labor and engineering costs incurred by Landlord in connection with any moving herein specified, shall be paid by Tenant to Landlord, on demand.

No tenant shall use its premises, or permit any part thereof to be used, for manufacturing or the sale at retail or auction of merchandise, goods or property of any kind unless said use is consistent with the use provisions of the Lease.

Landlord shall have the right to prescribe the weight and position of safes and other objects of excessive weight, and no safe or other object whose weight exceeds the lawful load for the area upon which it would stand shall be brought into or kept upon any tenant's premises. If, in the judgment of Landlord, it is necessary to distribute the

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concentrated weight of any heavy object, the work involved in such distribution shall be done at the expense of the tenant and in such manner, as Landlord shall determine.

Landlord, its contractors, and their respective employees, shall have the right to use, without charge therefore, all light, power and water in the premises of any tenant while cleaning or making repairs or alterations in the premises of such tenant.

No premises of any tenant shall be used for lodging or sleeping or for any immoral or illegal purpose.

The requirements of tenants for any services by Landlord will be attended to only upon prior application to the Landlord. Employees of Landlord shall not perform any work or do anything outside of their regular duties, unless under special instructions from Landlord.

Canvassing, soliciting and peddling in the Building are prohibited and each tenant shall cooperate to prevent the same.

Each tenant shall store its recycling, trash and garbage within its premises. No material shall be placed in the trash or recycling boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of office building trash and garbage in the area of the Building without being in violation of any law or ordinance governing such disposal. All recycling, garbage and refuse disposal shall be made only through entryways and elevator provided for such purposes and at such times as Landlord shall designate. No tenant shall cause or permit any unusual or objectionable odors to emanate from its premises, which would annoy other tenants or create a public or private nuisance.

No coin vending machine, video game, coin or token operated amusement device or similar machine shall be used or installed in any tenant's premises without Landlord's prior written consent.

No bankruptcy, going out of business, liquidation or other form of distress sale shall be held on any of tenant's premises. No advertisement shall be done by loudspeaker, barkers, flashing lights or displays or other methods not consistent with the character of an office building.

Nothing shall be done or permitted in any tenant's premises, and nothing shall be brought into or kept in any tenant's premises, which would impair or interfere with the economic heating, cleaning or other servicing of the Building or the premises, or the use or enjoyment by any other tenant of any other premises, nor shall there be installed by any tenant any ventilating, air conditioning, electrical or other equipment of any kind which, in the reasonable judgment of landlord, might cause any such impairment or interference.

No acids, vapors or other similar caustic materials shall be discharged or permitted to be discharged into the waste lines, vents or flues of the Building. The water and wash closets and other plumbing fixtures in or serving any tenant's premises shall not be used for any purpose other than the purposes for which they were designed or constructed, and no sweepings, rubbish, rags, acids or other foreign substances shall be deposited therein. All damages resulting from any misuse of the fixtures shall be borne by the tenant who, or whose servants, employees, agents, invitees, visitors or licensees shall have caused the same.

All entrance doors in each tenant's premises shall be left locked and all windows shall be left closed by the tenant when the tenant's premises are not in use. Entrance doors to the tenant's premises shall not be left open at any time. Each tenant, before closing and leaving its premises at any time, shall turn out all lights.

- > Hand trucks with rubber tires and side guards shall be used.
- > Tenant shall submit notification for changing the key or lock.
- > No live Christmas trees without fire-retardant are allowed.
- > No smoking is allowed in the Premise, buildings, office space, bathrooms and common areas.
- > Damage incurred by break-ins and theft to the Premise is the responsibility of Tenant and must be restored to the original condition.

Please Initial

- > Landlord shall have no obligation to provide security service or to adopt security measures regarding the Premise, and Tenant shall cooperate with all reasonable security measures adopted by Landlord. Tenant may install a security system within the leased Premise with Landlord's written consent, which will not be unreasonably withheld. Landlord will be provided with an access code to any security system and shall not have any liability for accidentally setting off Tenant's security system. Landlord may modify the type or amount of security measures or services provided to the Building or the Premise at any time. Landlord provides permission with the signing of the Lease for Tenant to install its own security system, at Tenant's expense, with Landlord to be provided security code.
- > Tenant will have access to the Premises 24 hours per day, seven days a week.
- > Tenant will provide contact numbers to Landlord.
- > Replacement of fluorescent tubes and light bulbs within Premise is the responsibility of the Tenant.
- > Tenant to use chair mats to prevent wearing of the flooring.
- > There is to be no exposed wiring in Premises.
- > Landlord reserves the right to rescind, modify, alter or waive any rule or regulation at any time prescribed for the Building when, in its reasonable judgment, it deems it necessary, desirable or proper for its best interest and for the best interests of the tenants generally, and no alteration or waiver of any rule or regulation in favor of any other tenant. Landlord shall not be responsible to any tenant for the non-observance or violation by any other tenant of any of the rules and regulations at any time prescribed for the Building. Such changes shall become effective when written notice thereof is provided to tenants of the Building.

EXHIBIT "C"
GUARANTY

In consideration of the agreement of Gregoire LLC ("Landlord"), to enter into a Lease dated **January 1, 2022** (the "Lease") between Landlord and Rivergrove Water District ("Tenant"), pertaining to certain premises located at **Suite 1, 17665 SW Pilkington, Lake Oswego, Oregon 97035** the undersigned ("Guarantor") hereby absolutely and unconditionally guarantees the punctual payment of all Rent, as defined in the Lease, and other payments required to be paid by Tenant, and the prompt performance of all other obligations of Tenant under the Lease. If Guarantor consists of more than one person or entity, all liability of Guarantor hereunder shall be joint and several.

Guarantor shall be directly and primarily liable to Landlord for any amount due from Tenant under the Lease, without requiring that Landlord first proceed against Tenant, join Tenant in any proceeding brought to enforce this Guaranty, or exhaust any security held by Landlord. Guarantor agrees that Landlord may deal with Tenant in any manner in connection with the Lease without the knowledge or consent of Guarantor and without affecting Guarantor's liability under this Guaranty. Without limiting the generality of the foregoing, Guarantor agrees that any extension of time, assignment of the Lease, amendment or modification to the Lease, delay or failure by Landlord in the enforcement of any right under the Lease, or compromise of the amount of any obligation or liability under the Lease made with or without the knowledge or consent of Guarantor shall not affect Guarantor's liability under this Guaranty. Guarantor's liability under this Guaranty shall not be affected by any bankruptcy, reorganization, insolvency or similar proceeding affecting Tenant, nor by any termination or disaffirmance of the Lease or any of Tenant's obligations thereunder in connection with such proceeding. This Guaranty shall remain in full force and effect until the performance in full to Landlord's satisfaction of all obligations of Tenant under the Lease.

Guarantor hereby waives any claim or other right now existing or hereafter acquired against Tenant that arises from the performance of Guarantor's obligations under this Guaranty, including, without limitation, any rights of contribution, indemnity, subrogation, reimbursement or exoneration. Guarantor hereby agrees to indemnify Landlord and hold it harmless from and against all loss and expense, including legal fees, suffered or incurred by Landlord as a result of claims to avoid any payment received by Landlord from Tenant with respect to the obligations of Tenant under the Lease.

Guarantor hereby waives presentment, protest, notice of default, demand for payment, and all other suretyship defenses whatsoever with respect to any payment guaranteed under this Guaranty, and agrees to pay unconditionally upon demand all amounts owed under the Lease. Guarantor further waives any setoff, defense or counterclaim that Tenant or Guarantor may have or claim to have against Landlord and the benefit of any statute of limitations affecting Guarantor's liability under this Guaranty.

If Landlord retains an attorney to enforce this Guaranty or to bring any action or any appeal in connection with this Guaranty, the Lease, or the collection of any payment under this Guaranty or the Lease, Landlord shall be entitled to recover its attorneys' fees, legal expenses, costs, and disbursements in connection therewith, as determined by the court before which such action or appeal is heard, in addition to any other relief to which Landlord may be entitled. Any amount owing under this Guaranty shall bear interest from the date such amount was payable to Landlord to the date of repayment at a rate equal to the lesser of 15% and the maximum rate permitted by law.

Landlord shall have the unrestricted right to assign this Guaranty in connection with an assignment of the Lease without the consent of, or any other action required by, Guarantor. Each reference in this Guaranty to Landlord shall be deemed to include its successors and assigns, to whose benefit the provisions of this Guaranty shall also inure. Each reference in this Guaranty to Guarantor shall be deemed to include the successors and assigns of Guarantor, all of whom shall be bound by the provisions of this Guaranty. Within ten (10) days after delivery of written demand therefor from Landlord, Guarantor shall execute and deliver to Landlord a statement in writing certifying that this

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Guaranty is unmodified and in full force and effect, which statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the premises or property. If any provision of this Guaranty is held to be invalid or unenforceable, the validity and enforceability of the other provisions of this Guaranty shall not be affected.

GUARANTOR:

Sign _____

Driver's License No. _____

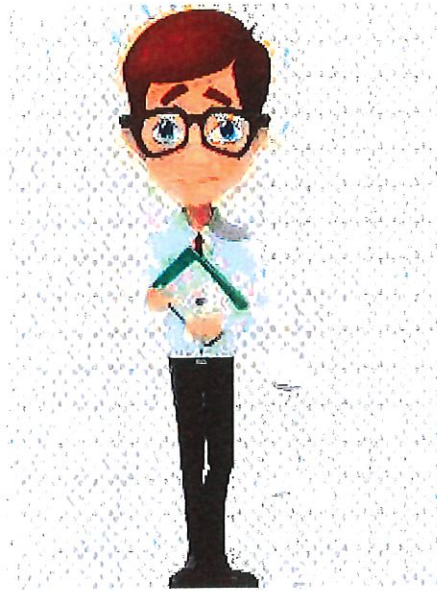
State Issuing Driver's License _____

Home Address for Notices: _____

Dated: _____

Please Initial

New Business





17661 Pilkington Rd.
Lake Oswego
OR 97035

p: 503.635.6041
f: 503.699.9423

www.rivergrovewater.com

May 2, 2022

Sent via: *Email and Posted on QuestCDN website*

**Subject: 2022 Water Main Replacement Projects
Notice of Intent to Award**

Dear Bidder:

This notice is in reference to bids submitted on April 28, 2022, in response to Rivergrove Water District's (District) Invitation to Bid for its 2022 Watermain Replacement Projects.

It is the District's intent to award a contract to Icon Construction & Development as the apparent lowest responsive, responsible bidder for the above referenced project. This Notice of Intent to Award is issued pursuant to Oregon Revised Statute (ORS) 279C.375. Any entity which believes that they are adversely affected or aggrieved by the intended award of contract set forth in this Notice may submit a written protest within seven (7) calendar days after the issuance of this Notice of Intent to Award to the District at 17661 Pilkington Road, Lake Oswego, OR 97035. **The seven (7) calendar day protest period will end at 5:00 PM on Thursday, May 6, 2020.** Any protest must be in writing and specify any grounds upon which the protest is based.

If no protest is filed within the protest period, this Notice of Intent to Award becomes an Award of Contract without further action by the District unless the District's Board of Commissions, for good cause, rescinds this Notice before the expiration of the protest period. It is expected that the District Board of Commissioners will authorize the General Manager to enter a contract at the regularly scheduled May 2022 Board Meeting.

If you have questions regarding this Notice of Intent to Award, please contact Kyle Pettibone, District Engineer at 503.446.2816.

The District thanks you for your interest in this project and for your Bid.

Regards,


Janine Casey
General Manager

cc: Kyle Pettibone, District Engineer, RH2 Engineering, Inc.



May 2, 2022

Ms. Janine Casey
 General Manager
 Rivergrove Water District
 17661 Pilkington Road
 Lake Oswego, OR 97035

Sent via: Email

**Subject: 2022 Water Main Replacement Projects
 Bid Evaluation and Recommendation of Award**

Dear Janine:

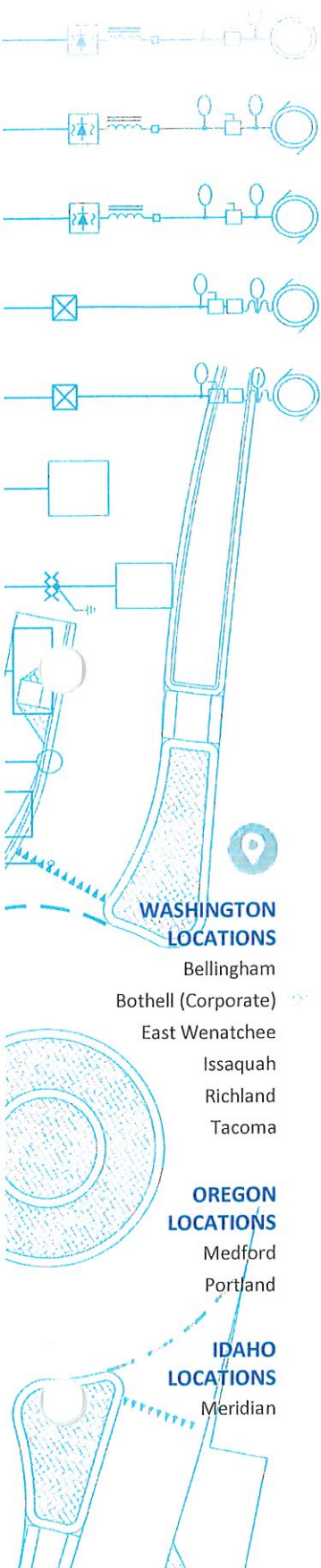
On April 28, 2022, bids were received and publicly read at the Rivergrove Water District (District) office for the 2022 Watermain Replacement Projects. The Engineer's opinion of probable construction cost (estimate) was \$283,200.00.

Of the two bids received, Icon Construction & Development LLC (Icon) submitted the low bid at \$330,215.00, followed by Strider Construction Co., Inc. at \$354,923.00. A summary of the bids are provided in **Table 1**, and a complete tabulation of the bids is enclosed for your records.

Table 1: Bid Summary

BIDDER	BID AMOUNT
Icon Construction & Development LLC	\$ 330,215.00
Strider Construction Co., Inc.	\$ 354,923.00

RH2 Engineering, Inc., (RH2) has reviewed the lowest bid submitted by Icon and confirmed that the documentation submitted by Icon is responsive and in accordance with the bid specifications. RH2 also has reviewed the Statements of Bidder Qualifications submitted by Icon and determined that they meet the qualification requirements needed to complete this work. Based on this review, RH2 recommends that the District issue a Notice of Intent to Award to Icon.





MS. JANINE CASEY

May 2, 2022

Page 2

If you have any questions regarding this recommendation, please feel free to contact me at (503) 446-2937.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Patrick Lau', is written over a blue horizontal line.

Patrick Lau, PE
Project Engineer

PL/sp/gn

Enclosure: Bid Tabulation

Janine Casey

From: Janine Casey
Sent: Wednesday, May 4, 2022 10:44 AM
To: Sherry Patterson
Cc: Chris Roth
Subject: May Meeting Agenda

Good morning Commissioner Patterson,

The District's backflow policy has been added to the agenda for the May 23, 2020 regular Board meeting as requested.

Thank you,
Janine

Janine Casey
Janine Casey
General Manager
O: 503.635.6041
C: 503.936.5304



May 3, 2022
Janine & Chris,
Please add to
the next regular mtg.
A Review of our
back-flow policy that
requires owners to provide
evidence of inspection of their
back-flow for their springler
system. Bob & Mrs Ellison
would at least like to know
that our policy has been
renewed. Let me
know when it is on
the agenda so they
could attend the meeting
in case they would like to
testify. Thank you
Sherry

Janine Casey

From: Janine Casey
Sent: Thursday, April 21, 2022 9:14 AM
To: Sherry Patterson
Subject: Customer Submission Form

Tracking:	Recipient	Delivery
	Sherry Patterson	Delivered: 4/21/2022 9:14 AM
	Chris Roth	Delivered: 4/21/2022 9:14 AM

Good morning Commissioner Patterson,

Please see a customer form that came in for you. Please let me know if you want to respond or if you would like the District to draft a response for you.

Thank you,

Janine
Janine Casey
General Manager
O: 503.635.6041
C: 503.936.5304



Sherry Patterson, Commissioner

Your Name: Jan Ellison
Your email: redracer13@yahoo.com
Your phone Number: 5036389342

Comments: Hi Sherry! I would like to talk to you regarding the backflow check that has to be done annually now. I'm wondering why the water board doesn't just contract with an individual or individuals to check all of the backflows. Undoubtedly it would be cheaper for each homeowner and more profitable for the individual or company that earns the contract. Please give me a call and let me know your thoughts on this.



17661 Pilkington Rd.
Lake Oswego
OR 97035

p: 503.635.6041
f: 503.699.9423

www.rivergrovewater.com

February 10, 2021

Dear Rivergrove Customer,

The District is responsible for protecting the public water supply from contamination by preventing backflow into the water system. The State of Oregon (OAR-333-061-0070) requires **customers with an irrigation system have a backflow installed and have this device tested annually.** All installed backflow assemblies must be tested by a state certified tester upon installation and annually thereafter to ensure these assemblies are fully operational.

Effective March 1, 2021, customers with an irrigation system will be required to have annual backflow tests conducted. These tests will be due to the District **no later than September 30, 2021.** If test results have not been received by September 30th, these customers will be in noncompliance and subject to interruption of water service. A list of certified testers can be found on our website at: www.rivergrovewater.com. If your irrigation system has been abandoned and no longer in use, Rivergrove will need to inspect your system to ensure it is not a threat to the public water supply. Contact the office at 503.635.6041 to schedule a premise inspection.

Thank you in advance for your cooperation.

Sincerely,

Christine K. Roth
Chair, Board of Commissioners

CHAIR REPORT



ADJOURNMENT

