

**Beverly Beach Water District**

Board of Commissioners Meeting - Agenda

September 18, 2024, at 6:00 p.m.

Beverly Beach Water District Office

1. Call to Order
2. Review/Approval of Minutes
  - a. Minutes from July 17, 2024 (No meeting in August)
3. Financial/Treasurers Report
  - a. Financials and Aging report
  - b. Approval of bills
    - i. Northwest Natural Water – July 2024 Inv. 3529 (\$8,016.61)
    - ii. Northwest Natural Water – July 2024 Inv. 4044 (\$6,801.43)
4. Water Plant/Distribution System
  - i. Panel on UV Controller has been replaced by TAG. Will be connecting output to SCADA
  - ii. Email from Lincoln County RE repair of Beverly Drive
5. Old Business
  - a. Quotes for roof replacement
  - b. Approval of ARPA Grant with Lincoln County
6. New Business
  - a. Katie Jacobsen, County Commissioner
  - b. Drinking Water Protection Program
7. Adjourn

Beverly Beach Water District

1-0101 General Acct #1706019, Period Ending 08/31/2024

RECONCILIATION REPORT

Reconciled on: 09/06/2024

Reconciled by: Marina Khuon

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance.....	60,016.42
Checks and payments cleared (24).....	-16,666.99
Deposits and other credits cleared (112).....	10,502.67
Statement ending balance.....	<u>53,852.10</u>
Uncleared transactions as of 08/31/2024.....	-8,016.61
Register balance as of 08/31/2024.....	45,835.49
Cleared transactions after 08/31/2024.....	0.00
Uncleared transactions after 08/31/2024.....	-339.13
Register balance as of 09/06/2024.....	45,496.36

Details

Checks and payments cleared (24)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/24/2024	Check	4252	NW Natural Water Services, L...	-7,238.64
07/24/2024	Check	4253	Analytical Lab & Consultants	-126.00
07/29/2024	Journal	INV 110912A		-73.50
07/31/2024	Expense		QuickBooks Payments	-2.27
08/01/2024	Expense		QuickBooks Payments	-2.66
08/02/2024	Check	4255	Bayvue Bookkeeping LLC	-945.20
08/02/2024	Check	4254	Analytical Lab & Consultants	-120.00
08/02/2024	Check	4256	TCB Security Services Inc.	-89.40
08/05/2024	Expense		QuickBooks Payments	-7.98
08/06/2024	Expense		QuickBooks Payments	-8.70
08/08/2024	Expense		QuickBooks Payments	-4.40
08/09/2024	Expense			-150.00
08/12/2024	Check	4259	NW Natural Water Services, L...	-6,824.89
08/12/2024	Check	4258	TCB Security Services Inc.	-154.15
08/12/2024	Check	4257	Carson Oil	-203.02
08/18/2024	Expense		QuickBooks Payments	-3.70
08/19/2024	Expense		QuickBooks Payments	-0.74
08/21/2024	Expense		Central Lincoln PUD	-44.91
08/21/2024	Journal	INV110935A		-73.50
08/21/2024	Expense		Central Lincoln PUD	-358.89
08/27/2024	Expense		Century Link	-70.52
08/27/2024	Expense		QuickBooks Payments	-0.74
08/27/2024	Expense		Century Link	-146.88
08/30/2024	Expense		Square	-16.30

Total -16,666.99

Deposits and other credits cleared (112)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
06/24/2024	Check	4244	Carson Oil	0.00
06/24/2024	Check	4245	TCB Security Services Inc.	0.00
06/24/2024	Check	4247	NW Natural Water Services, L...	0.00
06/24/2024	Check	4248	Aboveboard Electric & Plumbing	0.00
07/31/2024	Deposit		11577 NE Benton St.:Oxsen, ...	75.97
08/01/2024	Deposit		11340 NE Coos St.:Ford, Brett ...	75.97
08/03/2024	Receive Payment	Receipt #dW84	12290 NE Coos St.:Sanders, ...	75.97
08/05/2024	Receive Payment	Receipt #tsFn	231 NE 122nd St.:Sherman, ...	75.97
08/05/2024	Receive Payment	853606276	12169 NE Benton St.:Hofeld, ...	138.00

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
08/05/2024	Deposit			227.91
08/05/2024	Receive Payment	4205	12287 NE Coos St. Your Hous...	382.69
08/05/2024	Receive Payment	1461	11558 NE Benton St.:Lazerus,...	73.50
08/05/2024	Receive Payment	854077344	133 NE 122nd St.:Price, Mary ...	136.00
08/06/2024	Deposit			430.00
08/08/2024	Deposit		11415 NE Coos St:Paul & Co...	147.00
08/12/2024	Receive Payment	29271319740	11580 NE Beverly Dr:Goudy, ...	150.00
08/12/2024	Receive Payment	1591	11335 NE Coos St:Cochran, K...	73.50
08/12/2024	Receive Payment	854592045	12055 NE Beverly Dr.:Riggs, ...	136.00
08/12/2024	Receive Payment	855128430	11555 NE Avery St.:Hansell, T...	73.50
08/12/2024	Receive Payment	5316	271 NE 121st St.:Case, Jalene	73.50
08/12/2024	Receive Payment	4378	11608 NE Avery St.	75.00
08/12/2024	Receive Payment	1390	11465 NE Coos St:Haynes, To...	73.50
08/12/2024	Receive Payment	6398	11730 NE Beverly Dr.:Siegel, ...	73.50
08/12/2024	Receive Payment	2895	12251 NE Benton St.:Frazier, ...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	11573 NE Avery St:Santos, Fe...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	W-Benton, N-122:Vorderstras...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	12011 NE Beverly Dr.:Lyon, Ri...	136.00
08/16/2024	Receive Payment	ACH Conf#9318087	12155 NE Coos St.:Ellis, Ryan	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	12282 NE Coos St.:Weber, Sam	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	11493 NE Avery:Sea Glass S...	136.00
08/16/2024	Receive Payment	ACH Conf#9318087	11365 NE Benton St:Rubbert, ...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	12035 NE Beverly Dr.:Reynol...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	11723 NE Avery St.:Ladouceu...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	11345 NE Benton St:Burks, Ti...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	11402 NE Coos St:Gross, Tim...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	12280 NE Benton St.:Davis, A...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	11412 NE Coos St.:Underhill, ...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	116 NE 115th:Roberts, Allan	136.00
08/16/2024	Receive Payment	ACH Conf#9318087	12225 NE Coos St.:Vaughan, ...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	11419 NE Avery St:Bokosky, ...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	12242 NE Benton St.:Flores, ...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	280 NE 121St St.:Perez, Anto...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	180 NE 122nd St.:Root, Beatri...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	153 NE 122nd St. Bonnie Hou...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	156 NE 115th St:Martin, Carol	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	12164 NE Coos St.:Buck, Chri...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	12240 NE Coos St.:Gomes, C...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	12143 NE Coos St:Martin, Ch...	73.50
08/16/2024	Receive Payment	7417 NE 58th Way, Van	190 NE 121st St.:Davis, Clifton	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	11626 NE Beverly Dr.:Shade, ...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	12087 NE Beverly Dr.:Gile, Dan	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	12130 NE Coos St.:Butler, Dan	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	12277 NE Benton St.:Trail, De...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	11633 NE Benton St.:Roberts...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	11549 NE Benton St.:Jones, ...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	11450 NE Benton St:Wood, D...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	12254 NE Benton St.:Phillips, ...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	266 NE 122nd St.:Blume, Mat...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	237 NE 121st St.:Shumate, Ja...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	137 NE122nd St.:Collier, Fran...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	11457 NE Avery:Lowry, Greta	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	11606 NE Benton St.:Vargas, ...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	12245 NE Benton St.:Jaime P...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	165 NE 122nd St.:Sawyer, Jim	136.00
08/16/2024	Receive Payment	ACH Conf#9318087	255 NE 122nd St.:Rafferty, Mi...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	11355 NE Coos St:Henderson...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	11429 NE Avery St:Lowry, Joh...	136.00
08/16/2024	Receive Payment	ACH Conf#9318087	11416 NE Coos St:Anda, Jose...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	11726 NE Beverly Dr.:Wehling...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	165 NE 121st St.:Strohmeier,...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	11528 NE Avery St.	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	11525 NE Coos St.:Hogan, Kelly	73.50

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
08/16/2024	Receive Payment	ACH Conf#9318087	250 NE 122nd St.:Kelly Lawre...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	11412 NE Benton St.:Ganas, ...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	11274 NE Coos St.:Milligan, A...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	11773 NE Avery St.:Morrison, ...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	12214 NE Coos St.:Roderick, ...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	11445 NE Avery St.:Nash, Lucy	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	145 NE 122nd St.:Stevens, M...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	11416 NE Avery St.:Marlene J...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	130 NE 115th St.:Stecher, Mic...	73.50
08/16/2024	Receive Payment	ACH Conf#9318087	232 NE 122nd St.:Richardson...	73.50
08/17/2024	Receive Payment	Receipt #jRW5	11567 NE Beverly Dr.:Newber...	75.97
08/18/2024	Deposit			367.50
08/18/2024	Receive Payment	Receipt #zN2s	240 NE 115th St.:McMinn, Justin	140.30
08/18/2024	Receive Payment	Receipt #H3KU	11326 NE Coos St.:Holloway, ...	75.97
08/19/2024	Receive Payment	7089	11570 NE Beverly Dr.:See, David	73.50
08/19/2024	Receive Payment	22022	11607 NE Avery St.:VanCoele...	73.50
08/19/2024	Receive Payment	995918	11720 NE Beverly Dr.:Johnso...	75.00
08/19/2024	Receive Payment	58684364	11695 NE Avery St.:Strong, C...	73.50
08/19/2024	Receive Payment	895489	141 NE 121st St.:Mann, Devon	136.00
08/19/2024	Receive Payment	855389711	12169 NE Benton St.:Hofeld, ...	138.00
08/19/2024	Receive Payment	58796582	11806 NE Beverly Dr.:McMilla...	73.50
08/19/2024	Receive Payment	10331	11458 NE Avery:Safety Electri...	272.00
08/19/2024	Receive Payment	3586	12265 NE Coos St.:Mackie, D...	73.50
08/19/2024	Receive Payment	117	11752 NE Beverly Dr.:McBride...	73.50
08/19/2024	Deposit		11710 NE Beverly Dr.:Kersey, ...	73.50
08/19/2024	Receive Payment	9768	11663 NE Avery St.:Myers, Ch...	73.50
08/19/2024	Receive Payment	6312	149 NE 122nd St.:Vietor, Teresa	73.50
08/19/2024	Receive Payment	2319	11455 NE Benton St.:Stewart,...	73.50
08/19/2024	Receive Payment	1154	11790 NE Beverly Dr.:Scheler,...	73.50
08/19/2024	Receive Payment	4222	11556 NE Benton St.:Licht, Jo	73.50
08/19/2024	Receive Payment	636	11597 NE Avery St.:Zemke, Di...	408.00
08/19/2024	Receive Payment	4831	217 NE 121st St.:King, Daniel...	73.50
08/26/2024	Receive Payment	59616213	11528 NE Benton St.:Jespers...	73.50
08/26/2024	Receive Payment	9024	11664 NE Avery St.:Henry, Cy...	73.50
08/26/2024	Receive Payment	3508446679	11625 NE Avery St.:Jackson, ...	136.00
08/26/2024	Receive Payment	995621	11511 NE Avery St.:Schakohl, ...	136.00
08/26/2024	Receive Payment	996367	11685 NE Avery St.:Geist, We...	73.50
08/26/2024	Receive Payment	9643732	11408 NE Coos:Hart, Chris an...	73.50
08/27/2024	Deposit		12212 NE Benton St.:Leighty, ...	73.50
08/30/2024	Deposit			2.45

**Total** 10,502.67

**Additional Information**

Uncleared checks and payments as of 08/31/2024

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
08/22/2024	Check	4260	NW Natural Water Services, L...	-8,016.61

**Total** -8,016.61

Uncleared checks and payments after 08/31/2024

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
09/01/2024	Expense		QuickBooks Payments	-2.66
09/02/2024	Expense		QuickBooks Payments	-2.20
09/04/2024	Expense		QuickBooks Payments	-2.10
09/05/2024	Expense		QuickBooks Payments	-7.98
09/06/2024	Check	4262	TCB Security Services Inc.	-82.00
09/06/2024	Check	4261	OAWU	-144.04
09/06/2024	Check	4263	Analytical Lab & Consultants	-126.00

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
09/09/2024	Check	4264	Bayvue Bookkeeping LLC	-918.00
<b>Total</b>				<b>-1,284.98</b>

## Uncleared deposits and other credits after 08/31/2024

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
09/01/2024	Deposit		11340 NE Coos St.:Ford, Brett ...	75.97
09/02/2024	Deposit		11756 NE Beverly Dr., Paul S...	73.50
09/03/2024	Receive Payment	12048260	11755 NE Avery St.:Tauber, Lo...	73.50
09/03/2024	Receive Payment	857519389	133 NE 122nd St.:Price, Mary ...	136.00
09/03/2024	Receive Payment	1482	11558 NE Benton St.:Lazerus,...	73.50
09/04/2024	Deposit			209.50
09/05/2024	Receive Payment	Receipt #rzZn	231 NE 122nd St.:Sherman, ...	75.97
09/05/2024	Deposit			227.91
<b>Total</b>				<b>945.85</b>

Beverly Beach Water District

1-1103 SDC Fund #- 1904499, Period Ending 08/31/2024

RECONCILIATION REPORT

Reconciled on: 09/06/2024

Reconciled by: Marina Khuon

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance .....	64,947.11
Interest earned .....	66.73
Checks and payments cleared (0) .....	0.00
Deposits and other credits cleared (0) .....	0.00
Statement ending balance .....	<u>65,013.84</u>

Register balance as of 08/31/2024 .....	65,013.84
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Beverly Beach Water District

1-0106 District Fund #2906428, Period Ending 08/31/2024

RECONCILIATION REPORT

Reconciled on: 09/06/2024

Reconciled by: Marina Khuon

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance .....	74,666.60
Interest earned .....	76.71
Checks and payments cleared (0) .....	0.00
Deposits and other credits cleared (0) .....	0.00
Statement ending balance .....	<u>74,743.31</u>

Register balance as of 08/31/2024 .....	74,743.31
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Beverly Beach Water District

1-0114 Bond#2907053, Period Ending 08/31/2024

RECONCILIATION REPORT

Reconciled on: 09/06/2024

Reconciled by: Marina Khuon

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance.....	156,988.86
Checks and payments cleared (0).....	0.00
Deposits and other credits cleared (2).....	430.64
Statement ending balance.....	<u>157,419.50</u>

Register balance as of 08/31/2024.....157,419.50

Details

Deposits and other credits cleared (2)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
08/13/2024	Deposit			269.18
08/30/2024	Deposit			161.46
Total				430.64



# Beverly Beach Water District

## A/R Aging Summary

As of September 18, 2024

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
11326 NE Coos St						\$0.00
Holloway, Kendra	75.97					\$75.97
<b>Total 11326 NE Coos St</b>	<b>75.97</b>					<b>\$75.97</b>
11408 NE Coos		-73.50				\$ -73.50
11455 NE Benton St.						\$0.00
Stewart, JoAnne	73.50					\$73.50
<b>Total 11455 NE Benton St.</b>	<b>73.50</b>					<b>\$73.50</b>
11469 NE Beverly Dr.					-213.16	\$ -213.16
11481 NE Coos St.						\$0.00
Linda & Diarmid John Flatley III		-73.50				\$ -73.50
<b>Total 11481 NE Coos St.</b>		<b>-73.50</b>				<b>\$ -73.50</b>
11511 NE Avery St						\$0.00
Schakohl, Tracy & Beverly	136.00					\$136.00
<b>Total 11511 NE Avery St</b>	<b>136.00</b>					<b>\$136.00</b>
11528 NE Avery St.	73.50					\$73.50
11528 NE Benton St.						\$0.00
Jespersen, Mike & Heather	73.50	22.04				\$95.54
<b>Total 11528 NE Benton St.</b>	<b>73.50</b>	<b>22.04</b>				<b>\$95.54</b>
11558 NE Benton St.						\$0.00
Lazerus, Timothy A.	73.50					\$73.50
<b>Total 11558 NE Benton St.</b>	<b>73.50</b>					<b>\$73.50</b>
11577 NE Benton St.						\$0.00
Oxsen, Leah		75.97				\$75.97
<b>Total 11577 NE Benton St.</b>		<b>75.97</b>				<b>\$75.97</b>
11580 NE Beverly Dr						\$0.00
Goudy, Tracy	73.50	73.50	73.50	67.50		\$288.00
<b>Total 11580 NE Beverly Dr</b>	<b>73.50</b>	<b>73.50</b>	<b>73.50</b>	<b>67.50</b>		<b>\$288.00</b>
11597 NE Avery St						\$0.00
Zemke, Diane		-136.00				\$ -136.00
<b>Total 11597 NE Avery St</b>		<b>-136.00</b>				<b>\$ -136.00</b>
11597 NE Benton St.						\$0.00
Russell, Jeffrey & Linda				-220.50		\$ -220.50
<b>Total 11597 NE Benton St.</b>				<b>-220.50</b>		<b>\$ -220.50</b>
11608 NE Avery St.		-75.00	-62.10			\$ -137.10
11625 NE Avery St.						\$0.00
Jackson, Dan & Fae	136.00					\$136.00
<b>Total 11625 NE Avery St.</b>	<b>136.00</b>					<b>\$136.00</b>
11626 NE Beverly Dr.					0.00	\$0.00
11645 NE Avery St.				-294.00		\$ -294.00
11685 NE Avery St.						\$0.00
Geist, Wendy	73.50					\$73.50
<b>Total 11685 NE Avery St.</b>	<b>73.50</b>					<b>\$73.50</b>

# Beverly Beach Water District

## A/R Aging Summary

As of September 18, 2024

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
11695 NE Avery St.						\$0.00
Strong, Colin G.	73.50					\$73.50
<b>Total 11695 NE Avery St.</b>	<b>73.50</b>					<b>\$73.50</b>
11720 NE Beverly Dr.						\$0.00
Johnson, Dean		-40.76				\$ -40.76
<b>Total 11720 NE Beverly Dr.</b>		<b>-40.76</b>				<b>\$ -40.76</b>
11735 NE Beverly Dr.						\$0.00
Alvarez, Maria	73.50	0.50				\$74.00
<b>Total 11735 NE Beverly Dr.</b>	<b>73.50</b>	<b>0.50</b>				<b>\$74.00</b>
11755 NE Avery St						\$0.00
Tauber, Lou & Jae	73.50					\$73.50
<b>Total 11755 NE Avery St</b>	<b>73.50</b>					<b>\$73.50</b>
11806 NE Beverly Dr.						\$0.00
McMillan Ellen	73.50					\$73.50
<b>Total 11806 NE Beverly Dr.</b>	<b>73.50</b>					<b>\$73.50</b>
11922 NE Beverly Ln.						\$0.00
Worden, Kate					1,187.74	\$1,187.74
<b>Total 11922 NE Beverly Ln.</b>					<b>1,187.74</b>	<b>\$1,187.74</b>
11964 NE Beverly Ln						\$0.00
Schultze, Louis	73.50	73.50				\$147.00
<b>Total 11964 NE Beverly Ln</b>	<b>73.50</b>	<b>73.50</b>				<b>\$147.00</b>
11988 NE Beverly Dr.						\$0.00
Ekmanis, Iris		-73.50	-2.47			\$ -75.97
<b>Total 11988 NE Beverly Dr.</b>		<b>-73.50</b>	<b>-2.47</b>			<b>\$ -75.97</b>
12164 NE Coos St.						\$0.00
Buck, Chris and Skye	73.50	108.50				\$182.00
<b>Total 12164 NE Coos St.</b>	<b>73.50</b>	<b>108.50</b>				<b>\$182.00</b>
12169 NE Benton St.						\$0.00
Hofeld, Lorne & Shannon		-6.00				\$ -6.00
<b>Total 12169 NE Benton St.</b>		<b>-6.00</b>				<b>\$ -6.00</b>
12287 NE Coos St. Your House LLC			-110.69			\$ -110.69
12290 NE Coos St.						\$0.00
Sanders, Ben & Ruth	75.97					\$75.97
<b>Total 12290 NE Coos St.</b>	<b>75.97</b>					<b>\$75.97</b>
124 NE 113th St	73.50	73.50				\$147.00
141 NE 121st St.						\$0.00
Mann, Devon	136.00					\$136.00
<b>Total 141 NE 121st St.</b>	<b>136.00</b>					<b>\$136.00</b>
162 NE 113th St						\$0.00
Durrett, Suzan	71.00					\$71.00
<b>Total 162 NE 113th St</b>	<b>71.00</b>					<b>\$71.00</b>
240 NE 115th St.						\$0.00

# Beverly Beach Water District

## A/R Aging Summary

As of September 18, 2024

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
McMinn, Justin	140.30					\$140.30
<b>Total 240 NE 115th St.</b>	<b>140.30</b>					<b>\$140.30</b>
270 NE 121st St.						\$0.00
Jones, Stephen & Patricia	73.50	73.50				\$147.00
<b>Total 270 NE 121st St.</b>	<b>73.50</b>	<b>73.50</b>				<b>\$147.00</b>
<b>TOTAL</b>	<b>\$1,800.24</b>	<b>\$22.75</b>	<b>\$ -101.76</b>	<b>\$ -447.00</b>	<b>\$974.58</b>	<b>\$2,248.81</b>

NW Natural Water Services, LLC  
 PO Box 699  
 Newberg, OR 97132 US  
 (503) 554-8333  
 devin@hilandwater.com

# Invoice



**BILL TO**

Beverly Beach Water District  
 PO Box 576  
 Newport, OR 97365

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
3529	07/31/2024	\$8,016.61	08/30/2024	Net 30	

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Operations base fee	1	4,950.00	4,950.00
				Subtotal: 4,950.00
	T&M Charges			
07/02/2024	Andrew Roux - Updated water system maps with discovered valves and hydrants.	3.50	108.00	378.00
07/17/2024	Walter Chuck - Met with TAG regarding UV unit work.	1.50	108.00	162.00
07/22/2024	Curtis Olson - Coordinated leak repair.	0.50	113.00	56.50
07/22/2024	Justice Smith - Leak repair and backfill.	10.25	64.00	656.00
07/22/2024	Nathanael Burley - Leak repair and backfill.	10.25	64.00	656.00
07/22/2024	Service truck.	10.25	25.00	256.25
07/22/2024	Vac trailer.	8	60.00	480.00
07/22/2024	Mileage.	167	0.67	111.89
				Subtotal: 2,756.64
	Reimbursable Expenses:			
07/01/2024	04/01/2024 Aboveboard Electric & Plumbing - Labor to connect new raw water pump	1	212.81	212.81
07/31/2024	07/22/2024 Ace Hardware - Grout	1	23.98	23.98
07/31/2024	07/22/2024 M&K Bark and Floral - Gravel for backfill.	1	45.00	45.00
				Subtotal: 281.79
	Markup - 10%	0.10	281.79	28.18

BALANCE DUE

**\$8,016.61**

NW Natural Water Services, LLC  
 PO Box 699  
 Newberg, OR 97132 US  
 (503) 554-8333  
 devin@hilandwater.com

# Invoice



**BILL TO**

Beverly Beach Water District  
 PO Box 576  
 Newport, OR 97365

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
4044	08/31/2024	\$6,801.43	09/30/2024	Net 30	

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Operations base fee	1	4,950.00	4,950.00
				Subtotal: 4,950.00
	T&M Charges			
08/26/2024	Curtis Olson - Prepped and coordinated leak repair, followed up with Tim.	0.50	113.00	56.50
08/26/2024	Adam Thralls - Repaired leak.	7	87.00	609.00
08/26/2024	Justice Smith - Repaired leak.	7	64.00	448.00
08/26/2024	Mileage	82	0.67	54.94
08/26/2024	Service Truck	7	25.00	175.00
08/26/2024	Vac Trailer	7	60.00	420.00
				Subtotal: 1,763.44
	Reimbursable Expenses:			
08/26/2024	3/4" Brass Ball Valve	1	6.29	6.29
08/26/2024	3/4" MIP Barb Fitting	1	1.76	1.76
08/26/2024	Hose Clamp	2	2.21	4.42
08/26/2024	3/4" x 1" SS Nipple	1	2.06	2.06
08/26/2024	Meter Gasket	1	0.26	0.26
08/26/2024	Meter Box	1	73.20	73.20
				Subtotal: 87.99

BALANCE DUE

**\$6,801.43**

**tegross144@gmail.com**

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**From:** Mikel Diwan <mdiwan@co.lincoln.or.us>  
**Sent:** Thursday, September 5, 2024 10:18 AM  
**To:** tegross144@gmail.com  
**Cc:** Lee J. Siegel  
**Subject:** RE: Beverly Drive

Tim,

Just FYI that our crews have scheduled to work on the Beverly Drive water service sleeve, shoulder rock, paving, etc. the week of September 16<sup>th</sup>. Thanks,

Mikel Diwan

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**From:** Mikel Diwan  
**Sent:** Monday, August 19, 2024 3:12 PM  
**To:** Lee J. Siegel <leejsiegel@gmail.com>; tegross144@gmail.com  
**Cc:** Kenneth Lipp <klipp@co.lincoln.or.us>; Casey Miller <cmiller@co.lincoln.or.us>  
**Subject:** RE: Beverly Drive

Hello Lee,

The contractor was not able to locate the line in question, so County Public Works has arranged with the water district to locate the line ourselves, make the repair, and complete the road improvements. We anticipate being onsite to locate the line within the next 2 weeks with the shoulder and paving work to follow shortly after. Please let us know if you have further questions, thank you.

Mikel Diwan

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**From:** Lee J. Siegel <[leejsiegel@gmail.com](mailto:leejsiegel@gmail.com)>  
**Sent:** Monday, August 19, 2024 12:52 PM  
**To:** Mikel Diwan <[mdiwan@co.lincoln.or.us](mailto:mdiwan@co.lincoln.or.us)>; [tegross144@gmail.com](mailto:tegross144@gmail.com)  
**Cc:** Kenneth Lipp <[klipp@co.lincoln.or.us](mailto:klipp@co.lincoln.or.us)>; Casey Miller <[cmiller@co.lincoln.or.us](mailto:cmiller@co.lincoln.or.us)>  
**Subject:** Re: Beverly Drive

Mikel and Tim,

Logging has started on the land behind our neighborhood, and large logging trucks are going up and down Beverly, including at 3 a.m. today, according to neighbor JR Kersey who fronts on Beverly and says they woke him and his wife.

JR is worried the trucks are going to destroy Beverly. I don't know about that, but thought you should be aware these trucks are driving back and forth over the still-unrepaired section by the landslide. And I still

see no evidence that Northwest Natural has done what they promised. Have either of you heard if they have?

Regards,

Lee

On 7/25/2024 6:57 AM, Mikel Diwan wrote:

Lee,

We are checking to verify the work was completed, but if it wasn't we are confident it is being addressed. Regardless, as I mentioned below we expect the shoulder and paving work can be completed this season. With our current work list we anticipate it will be late August or early September, but understand this is just an estimate. Thank you,

Mikel Diwan

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**From:** Lee J. Siegel <[leejsiegel@gmail.com](mailto:leejsiegel@gmail.com)>

**Sent:** Wednesday, July 24, 2024 6:37 PM

**To:** Mikel Diwan <[mdiwan@co.lincoln.or.us](mailto:mdiwan@co.lincoln.or.us)>; [tegross144@gmail.com](mailto:tegross144@gmail.com)

**Cc:** Kenneth Lipp <[klipp@co.lincoln.or.us](mailto:klipp@co.lincoln.or.us)>; Casey Miller <[clmiller@co.lincoln.or.us](mailto:clmiller@co.lincoln.or.us)>

**Subject:** Re: Beverly Drive

Tim, Mikel --

Did the work get done on July 22? I saw a utility work warning sign once when I drove by that day, but never saw a work crew or any obvious excavation.

If it was done, any idea how so the necessary rock will be added and the road repaved?

Thanks,

Lee

On 7/16/2024 5:05 PM, Mikel Diwan wrote:

Tim,

Thanks very much for the follow-up. We will add the shoulder and patch work to our list and should be able to get it done this season. Although the pavement cut is outside the sleeve area and the paving could be done sooner, we prefer to complete the shoulder work first, which will take longer to schedule. The trucks will likely park right on top of the patch while dumping the rock, so to avoid deforming the new AC we will patch it at the end.

I believe Kelly Foley was waiting to hear back from you about the sleeve. I will pass along this information to him. Thanks again,

Mikel Diwan

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**From:** [tegross144@gmail.com](mailto:tegross144@gmail.com) <[tegross144@gmail.com](mailto:tegross144@gmail.com)>  
**Sent:** Tuesday, July 16, 2024 1:08 PM  
**To:** Mikel Diwan <[mdiwan@co.lincoln.or.us](mailto:mdiwan@co.lincoln.or.us)>; 'Lee J. Siegel' <[leejsiegel@gmail.com](mailto:leejsiegel@gmail.com)>  
**Cc:** Kenneth Lipp <[klipp@co.lincoln.or.us](mailto:klipp@co.lincoln.or.us)>; Casey Miller <[clmiller@co.lincoln.or.us](mailto:clmiller@co.lincoln.or.us)>  
**Subject:** RE: Beverly Drive

Hi all,

Finally heard back from Curtis, the Field Manager for Northwest Natural Water, who did the work on the pipeline. He also thought the grouting was complete but when he checked he found his crew had not finished. They are scheduled to complete the work on the 22<sup>nd</sup>. This work is outside of the paved area so there is no real reason you couldn't schedule patching.

Tim Gross  
541-961-7489

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**From:** Mikel Diwan <[mdiwan@co.lincoln.or.us](mailto:mdiwan@co.lincoln.or.us)>  
**Sent:** Thursday, July 11, 2024 9:01 AM  
**To:** Lee J. Siegel <[leejsiegel@gmail.com](mailto:leejsiegel@gmail.com)>  
**Cc:** [tegross144@gmail.com](mailto:tegross144@gmail.com); Kenneth Lipp <[klipp@co.lincoln.or.us](mailto:klipp@co.lincoln.or.us)>; Casey Miller <[clmiller@co.lincoln.or.us](mailto:clmiller@co.lincoln.or.us)>  
**Subject:** RE: Beverly Drive

Lee,

At the point of the water line failure, a service line crosses Beverly Drive which is installed inside a sleeve. Staff observed the sleeve discharging water the morning of the failure as well as at the time the water line repair was being tested. We requested the inlet to the sleeve be grouted or otherwise plugged. This was being followed-up with as of last week.

I will need to know which staff members you spoke with to verify anything that may have been said, however, since our evaluation lead us to believe the water system was likely the catalysts for the event, it is reasonable for staff to expect the District would be



responsible for the work. Please keep in mind this is only speculation since I don't know who you spoke with.

With regards to JRT's work, I don't doubt your opinion on the matter but I wouldn't expect to end positively for the County if we pursued it 6 years later.

Mikel Diwan

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**From:** Lee J. Siegel <[leejsiegel@gmail.com](mailto:leejsiegel@gmail.com)>  
**Sent:** Wednesday, July 10, 2024 10:48 AM  
**To:** Mikel Diwan <[mdiwan@co.lincoln.or.us](mailto:mdiwan@co.lincoln.or.us)>  
**Cc:** [tegross144@gmail.com](mailto:tegross144@gmail.com); Kenneth Lipp <[klipp@co.lincoln.or.us](mailto:klipp@co.lincoln.or.us)>; Casey Miller <[cmiller@co.lincoln.or.us](mailto:cmiller@co.lincoln.or.us)>  
**Subject:** Re: Beverly Drive

Dear Mikel,

I have a few questions/points:

-- What is the requested work that must be done before you reinforce the shoulder and repave the unpaved stretch of Beverly?

-- If the cause of the failure hasn't been determined, why did county road crews repeatedly tell me that the water district was responsible for fixing Beverly because a pipe break caused the landslide? This happened two or three times since Feb. 28 when I saw county road crews in our area, pulled over and asked them why the road hadn't been fixed. This certainly left me the impression that a snap judgment had been made and was spread through the department like religious dogma.

-- The possible correlation with JRT's work is that they left the road in crappy condition -- digging two trenches across the road and then filling and paving them in a lousy manner -- in same area where the slide occurred and where your department later did some paving to alleviate the problem. It probably is pointless to pursue 6 years later, but I suspect JRT did lousy sloppy backfilling in the area, just like they did poor repaving and replanting the area (most of the plants died).

Thanks for taking the time to reply. And please get our road repaved ASAP.

Regards,

Lee

On 7/10/2024 7:45 AM, Mikel Diwan wrote:

Hello Lee,

Thank you for contacting County Public Works. As you're aware, the need for pavement patching and shoulder reinforcement along Beverly Drive are a result of the slope and water line failure that occurred in late February, and to the best of our knowledge the cause of the failure hasn't been determined. The pavement cut was made as part of the water line repair. Although the District rebuilt a significant portion of the shoulder when the water line repairs were made, County Public Works plans to reinforce it further once some additionally requested work has been completed. I have not spoken to Tim Gross about it personally but my understanding is our staff did speak with him last week and are awaiting confirmation the work has been done. We anticipated the District replacing the pavement that was cut once the weather improved and material was available, however, given the small area it is likely something we will facilitate ourselves. The one-lane signage was removed from Beverly Drive last week at my direction.

As for concerns that our staff would make assertions as to what caused the failure, please be aware they are experienced, knowledgeable, and quite professional. I trust their judgement and respectfully disagree that any statement they have made was *"a premature, unsubstantiated attempt to evade the county's responsibility to maintain a county road"*. Most problem-solving includes evaluating all reasonable possibilities and this situation would not likely be any different.

To the best I recall, once Tim was informed the county was not responsible for providing a shoulder or road-base for utilities, he appeared to take immediate action to have the embankment reconstructed sufficiently enough to repair the water line and restore service. By our account the contractor was testing the repair by 10:00 am on the 29<sup>th</sup>, and frankly I think Tim used great judgment and got things moving quickly.

As to what specifically cause the failure, we appreciate Tim's professional opinion as a trained engineer yet we do not consider Public Work's opinions to be *"snap judgements"* and would appreciate if you would refrain from characterizing county staff in this manner. Public Works also had a trained engineer evaluate the situation, and although we speculate something different may have occurred, we realize any conclusion is just an opinion at this point since no one witnessed the event.

Unfortunately, I am not personally aware of what transpired with the 2018 construction by JRT but do not see a direct correlation to what occurred in February. Obviously the District can pursue it at its own discretion if desired, but I don't believe it would benefit the County to do so. Similarly, I can't comment as to why JRT may have been allowed to leave Beverly Drive in poor condition, but fortunately it appears from your email that the issue has been resolved.

Thanks again for contacting us and letting us know your concerns. As mentioned, County Public Works will be making final repairs to the shoulder and roadway once a few remaining items have been confirmed. Please let us know if you have further questions.

Mikel Diwan  
Public Works Director  
Lincoln County

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**From:** Lee J. Siegel <[leejsiegel@gmail.com](mailto:leejsiegel@gmail.com)>  
**Sent:** Sunday, July 7, 2024 5:37 PM  
**To:** Mikel Diwan <[mdiwan@co.lincoln.or.us](mailto:mdiwan@co.lincoln.or.us)>  
**Cc:** [tegross144@gmail.com](mailto:tegross144@gmail.com); Kenneth Lipp <[klipp@co.lincoln.or.us](mailto:klipp@co.lincoln.or.us)>; Casey Miller <[clmiller@co.lincoln.or.us](mailto:clmiller@co.lincoln.or.us)>  
**Subject:** Re: Beverly Drive

That should have said Dear Mikel. Sorry. And forgive the duplicate attachment on the previous. lee

On 7/7/2024 5:11 PM, Lee J. Siegel wrote:

Dear Mikel (cc: Tim and Ken)

Thanks for your message. I'm copying in Tim Gross and Ken Lipp, and also Casey Miller, whom I told about the issue when I saw him at the county fair.

My most immediate concern is that your department repair Beverly Drive by paving the unpaved section after first adding adequate rock to the shoulder and the slope that drops east to the pond. I've been told you plan to meet with Tim Gross, chair of the elected Beverly Beach Water District board, to learn specifically what is needed for the rock fill. I hope you can do that soon and get the road fixed since it's been in its present hazardous state since the Feb. 28 landslide. This is even more so since your department (I presume) recently removed the one-lane warning signs; some of us still are veering onto the paved lane.

I also am concerned that from the morning of the Feb. 28 landslide, country roads crews asserted -- based on what, if any, evidence I do not know -- that the Beverly Beach Water District pipe leaked, broke and caused the landslide.

This hit me as a premature, unsubstantiated attempt to evade the county's responsibility to maintain a county road. I assume that is why Tim Gross -- instead of the county roads people -- arranged for repair of the road bed and pipe that day instead of the county repairing a county road and the water district being responsible for the pipe. Thanks to Tim's diligence in doing what I suspect was largely the county's job, water was restored to scores of homes in about 17 or 18 hours.

Our tiny water district also has been left holding the financial bag for what seems to me largely a county responsibility for the repairs made on Feb. 28, although this point may be moot if the BBWD succeeds in obtaining a \$41,679 USDA grant to pay those costs. (See attached.)

From the morning of the landslide, Tim -- a civil engineer and former Newport city engineer and public works director -- expressed to me the belief the county roads people were incorrect in claiming the landslide was caused by a leak. I recently asked him to explain what he believes happened that day. See his email to me below. This opinion by a trained engineer makes more sense to me than the snap judgment made by county road crews and repeated ever since. The pipe that came apart is in the BBWD building near the end of the paved part of Beverly. There is no sign it broke, just that it pulled apart.

In addition, see pages 5-7 of the attached 26-page grant application for a narrative about the landslide, as well as subsequent pages with records of extreme rainfall up to that time and photos of the slide taken the day it happened.

Another concern: No one seems interested in looking into the role in this landslide possibly played by contractor JRT Construction, which had a nearly \$1 million contract in 2018 to improve drainage of the pond to the east of Beverly (where the slide occurred), carrying the water under Beverly and to the west, where drains were installed to carry the water down to

Spencer Creek. The project lowered the pond level due to fears it could trigger a large landslide that could push west onto US101 and the beach. (The Feb. 28 slide went the opposite way, east from Beverly down into the pond.)

At the time of that project, JRT broke the BBWD water line just north of the Feb. 28 landslide. More relevant, after the project was completed, JRT left Beverly drive in horrible condition, with two large irregular bumps perpendicular to the road surface very close to the north and south ends of the Feb. 28 slide. I drive a subcompact and complained to county roads for years until they finally did some repaving there last year.

Maybe that's ancient history and nothing can be done, but I just wanted you aware of how residents of Beverly Beach have had to suffer a crappy road for years in that spot and now even worse for more than four months. Please fix it, look into what really caused this slide and have the county take responsibility if that indeed proves appropriate.

Thanks for your attention,

Lee

Lee J. Siegel

11730 NE Beverly Lane

Newport, OR 97365-9540

----- Forwarded Message -----

**Subject:**RE: ECWAG grant application

**Date:**Tue, 25 Jun 2024 08:48:08 -0700

**From:**[tegross144@gmail.com](mailto:tegross144@gmail.com)

**To:**'Lee Siegel' <[leejsiegel@gmail.com](mailto:leejsiegel@gmail.com)>

**CC:**[kdholloway1966@yahoo.com](mailto:kdholloway1966@yahoo.com), 'Kristen Milligan' <[milligankristen@gmail.com](mailto:milligankristen@gmail.com)>, 'Leo Newberg' <[Newberg.l.g@gmail.com](mailto:Newberg.l.g@gmail.com)>, 'Leon Nelson' <[leoncnelson@gmail.com](mailto:leoncnelson@gmail.com)>, 'Marina Ho Carr' <[bbwd.office@gmail.com](mailto:bbwd.office@gmail.com)>, 'Tim Gross home' <[tegross144@gmail.com](mailto:tegross144@gmail.com)>

Lee,

At the time of the slide I met with Kelly at the County and one of his staff about 7:30 in the morning. They were convinced the slide happened because the water line broke. However, there were no indications that the waterline was broken. Rather, it was pulled apart at the joints which happens when it is unsupported, like from a landslide. His staff member said that there was always water perking up in that location and it must be from a water break. My response to them was that we know when we have a water leak someplace because our system uses the same amount of water each day and when we use more, it is likely from a leak. We had no issues for several weeks prior to the slide, and there was no evidence from any of the exposed pipes that they were cracked or broken. All watermain failures at the time of the slide were from pipes pulling apart at the joints. When pipe is encased in soil, it is not possible to pull apart at the joints because the pipe is packed in on all sides with no lateral movement possible.

At the location of the slide there is a 2" water main that crosses the road (where the valve can is located) that feeds the properties on the east side of Beverly Drive. It is installed in a larger diameter pipe called a casing to allow the water pipe to be pulled out if it need to be repaired or replaced. The casing pipe is open at both ends. We observed water draining from this casing. The water did not contain chlorine, therefore it is likely water from the ditch on the east side of the road. This could be what caused the slide since there was lots of rain the prior weeks. When we fixed the water main we also sealed the casing on both ends to prevent water from crossing the road.

I advised the County that the District would not accept liability for the road but rather would build up the embankment to allow us to restore water service, and the rest was theirs. Kelly neither agreed nor disagreed with that position, but rather was silent. I am not sure what the County's current position is.

Tim Gross

541-961-7489

On 7/4/2024 7:54 PM, Mikel Diwan wrote:

Lee,

Ken Lipp informed me you may have questions regarding Beverly Drive and the water line repair that occurred in late February. I have already conveyed a lot of the information to Ken, but please feel free to contact me or the County Public Works office if you have questions that may require more detail. Thank you,

Mikel Diwan  
Public Works Director  
Lincoln County

**tegross144@gmail.com**

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**From:** K M <milligankristen@gmail.com>  
**Sent:** Tuesday, September 3, 2024 5:23 PM  
**To:** Milligan, Allen; Leo Newberg; Tim  
**Subject:** new roof for water treatment building-- bids

Leo, Tim:

Allen can help solicit bids for the water treatment building. He is cc'd-- email is [allen.milligan@oregonstate.edu](mailto:allen.milligan@oregonstate.edu) and phone is 541-908-0569.

Tim- The need to collect bids came up in the July board meeting, and I promised to connect Allen with Leo.

My understanding is that we want to compare bids for metal roof and replacement of bad sheathing (~30-50% of the total area). Is that correct? Could one of you exchange info with Allen via email or phone?

I know I'm late in motivating this conversation, but hoping this will at least get us started toward securing a work contract.

-Kristen





## **LINCOLN COUNTY GRANT AGREEMENT**

**Grant No. AWSD - 6**

**SUBAWARD**

Lincoln County, ("Agency") awards to:  
Subrecipient: Beverly Beach Water District

Subrecipient: Amount: \$38,100.00

Address of Subrecipient:  
Beverly Beach Water District  
11494 NE Beverly Drive  
Newport, OR 97365

Subrecipient agrees to accept these funds (the "Grant Funds") and use them for the purposes described in this Grant Agreement (the "Grant").

## **Background**

On March 11, 2021, the American Rescue Plan Act of 2021 (ARPA) became law. Funding objectives associated with ARPA include: (a) support public health response, (b) replace public sector revenue loss, (c) investments in water and sewer infrastructure, (d) address negative economic impact to workers, families, small businesses, impacted industries and the public sector, (e) investments in broadband infrastructure, (f) address systemic public health and economic challenges that contribute to unequal impacts due to the pandemic, and (g) premium pay for essential workers bearing the greatest health risks due to service in critical infrastructure sectors.

Lincoln County was awarded a total sum of \$9,704,533.00 on 4/14/2021. The Federal Award Identification Number is SLFRP1290. Lincoln County has identified \$398,000.00 of the awarded total for investments in water and sewer infrastructure. Lincoln County has solicited and accepted grant funding applications from local water, sewer and drainage districts in unincorporated Lincoln County for water and sewer projects. After screening these applications, Lincoln County has awarded the Beverly Beach Water District \$38,100.00 of these funds for the purposes described in this grant agreement.

The Subrecipient (subrecipient) identified in this Grant Agreement is obligated to comply with the expenditure rules included in this Grant Agreement and ARPA, in addition to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200. This includes cost accounting and audit principles as well as record-keeping procedures to prevent and safeguard against the unauthorized use of ARPA funds.

Where otherwise appropriate, ARPA funds may cover costs incurred beginning March 3, 2021 onward, and must be obligated before December 31, 2024, even if performance will not occur until a later time, and all work funded by these ARPA funds must be completed by December 31, 2026.

## **AGREEMENT**

**1. EFFECTIVE DATE AND DURATION.** When all parties have executed this Grant ("Executed Date"), this Grant is effective ("Effective Date"), and unless extended or terminated earlier in accordance with its terms, will expire one year after Executed Date ("Expiration Date"), unless extended an additional term by written agreement.

### **2. GRANT MANAGERS.**

Agency's Grant Manager is:

Subrecipient's Grant Manager is:

Name: Sandi Hollenbeck

Name: Tim Gross

E-mail: [shollenbeck@co.lincoln.or.us](mailto:shollenbeck@co.lincoln.or.us)

Email: [bbwd.office@gmail.com](mailto:bbwd.office@gmail.com)

### **3. PURPOSE OF GRANT.**

**3.1** The U.S. Department of the Treasury recently released updated guidance on how communities can use their American Rescue Plan Act Local Fiscal Recovery (LFR) Funds. The Interim Final Rule offers an expanded interpretation regarding the types of sewer, water, and broadband infrastructure projects that qualify for funding, "allowing for a broad range of necessary investments in projects that improve access to clean drinking water, improve wastewater and storm water infrastructure systems, and provide access to high-quality broadband service."

**3.2** Purpose to Address Local Fiscal Recovery. The purpose of this grant is to help pay to supply potable water to the 105 households in the Beverly Beach Water District by addressing the infrastructure of the system of the subrecipient as described in Section 3.1 by addressing the current structural vulnerabilities of the main pipeline and the system as a whole as described in Exhibit 3. Subrecipient must use the Grant Funds as set forth in Exhibit 1 ("the Program").

**4. DEFINITIONS.** The following definitions apply to this agreement:

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

**4.2** "Subrecipient" and "Non-Federal entity" mean Beverly Beach Water District.

**4.3** "Contractor" means Subrecipient's contractors.

**5. DISBURSEMENT.** Agency will disburse the Grant Funds to Subrecipient, subject to Agency having sufficient funding, appropriations, expenditure limitation, allotments, and other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to disburse the Grant Funds from funding provided to Agency under the American Rescue Plan Act. Nothing in this Grant authorizes a violation of Article XI, section 7 of the Oregon Constitution or any other state or federal law limiting the activities, liabilities, or monetary obligations of the Agency.

**6. RECORDS MAINTENANCE AND ACCESS.** Subrecipient must maintain all records relating to

this Grant in accordance with applicable generally accepted accounting principles and in such a manner as to clearly document Subrecipient's performance for a minimum of six (6) years, or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Grant, whichever date is later. Subrecipient shall permit Agency at any time to inspect the records and premises of Subrecipient for the purpose of verifying Subrecipient's compliance with the terms of this Grant, including the use of Grant Funds. If Subrecipient is a non-federal entity that expends \$750,000 or more during the non-federal entity's fiscal year in federal awards, Subrecipient must conduct a single or program-specific audit for that year in accordance with the requirements of 45 CFR Part 75 Subpart F. Copies of all audits must be submitted to Agency within 30 days of completion. The terms of this section shall survive expiration of this Agreement.

**7. GOVERNING LAW, JURISDICTION.** This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively "Claim") between Agency or any other agency or department of the state of Oregon, or both, and Subrecipient that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Lincoln County for the State of Oregon. If, however, a Claim must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. This section is not a waiver by the Agency or its grantor of any form of defense or immunity to or from any Claim or the jurisdiction of any court. SUBRECIPIENT, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS. This section does not pre-empt any federal regulations or law applicable to pass-through entities, subrecipient and contractors.

## **8. DEFAULT.**

**8.1. Subrecipient.** Subrecipient will be in default under this Grant if: (i) Subrecipient fails to use the Grant Funds for the intended purpose described in this Agreement including Exhibit 1, or otherwise fails to perform, observe, or discharge any of its obligations under this Grant; (ii) any representation, warranty, or statement made by Subrecipient in this Grant, the Grant Application, or any documents relied upon by Agency to measure Subrecipient's use of Grant Funds is untrue in any material respect when made; or (iii) a petition, proceeding or case is filed by or against Subrecipient under any federal or state bankruptcy, insolvency, receivership, or other law relating to reorganization, liquidation, dissolution, winding-up, or adjustment of debts; in the case of a petition filed against Subrecipient, Subrecipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Subrecipient becomes insolvent or admits its inability to pay its debts as they become due, or Subrecipient makes an assignment for the benefit of its creditors.

**8.2. Agency.** Agency will be in default under this Grant if Agency fails to perform its obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the funding source for this Grant.

## **9. REMEDIES.**

**9.1. Agency Remedies.** If Subrecipient is in default, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including without limitation, specific performance, setoff, or declaring Subrecipient ineligible for the receipt of future awards from Agency.

**9.2. Subrecipient Remedies.** If Agency is in default, Subrecipient's sole remedy will be, within the limits set forth in this Grant, disbursement for Allowable Expenses incurred during the term of the Grant, less any claims Agency has against Subrecipient.

**10. WITHHOLDING FUNDS, RECOVERY.** Agency may withhold from disbursements of Grant Funds due to Subrecipient, or Subrecipient must return to Agency within 30 days of Agency's written demand, any Grant Funds paid to Subrecipient that exceed the amount to which Subrecipient is entitled or any Grant Funds determined by Agency to be spent for purposes other than Allowable Expenses.

**11. INDEMNIFICATION.** Subrecipient shall indemnify, defend, save and hold harmless, and shall require each of its contractors to indemnify, defend, save and hold harmless, Agency and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient or such contractor or any of the officers, agents, employees, subrecipients, or subcontractors ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Subrecipient and Subrecipient's contractors from and against any and all Claims.

**12. INSURANCE.** Subrecipient shall comply with the insurance requirements below for Subrecipient and ensure that any contractors or subcontractors are insured as provided herein. If requested, Subrecipient shall provide County with certificate(s) of insurance for all of the required insurance before delivering any goods or performing any services required under this agreement. The certificate(s) shall list the Lincoln County, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. Subrecipient shall provide Agency at least 30 days' written notice of any change or cancellation in said coverage. A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**12.1 COMMERCIAL GENERAL LIABILITY.** Subrecipient and any contractor or subcontractor shall maintain commercial general liability insurance covering bodily injury and property damage written on an occurrence basis in an amount not less than \$1,000,000 per occurrence and the annual aggregate limit shall not be less than \$2,000,000.

**12.2 AUTOMOBILE INSURANCE.** Subrecipient's contractors and subcontractors shall maintain automobile liability insurance covering contractor's or subcontractor's business use including coverage for all owned, non-owned, or hired vehicles, with a combined single limit of not

less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance, with separate limits for each. Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**12.3 WORKERS' COMPENSATION.** All employers, including any or Subrecipient's contractors or subcontractors, that employ subject workers, as defined by ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

### **13. TERMINATION.**

**13.1 By Agency.** Agency may terminate this Grant: (i) at Agency's discretion upon 30 days written notice, (ii) immediately upon written notice to Subrecipient, if Agency fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant, (iii) if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited, or (iv) if Subrecipient is in default as defined in Section 8.

**13.2 By Subrecipient.** Subrecipient may terminate this Grant if Agency is in default.

### **14. MISCELLANEOUS.**

**14.1 Amendments.** The terms of this Grant may not be altered, modified, supplemented, or otherwise amended, except by written agreement of the parties.

**14.2 Notice.** Any notice to be given under this Grant must be given in writing by email, personal delivery, or by mail, to a party's Grant Manager at the physical address or email address set forth in this Grant, and is effective, as applicable: five (5) days after mailing, when actually personally delivered, or upon the sender's receipt of confirmation generated by the recipient's email system of receipt by the recipient's email system.

**14.3 Survival.** All rights and obligations of the parties under this Grant will cease upon termination of this Grant, other than the rights and obligations that by their nature or express terms survive termination of this Grant, including without limitation records retention requirements, governing law, and remedies.

**14.4 Severability.** The parties agree if any provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected.

**14.5 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.

**14.6 Intended Beneficiaries.** Agency and Subrecipient are the only parties to this Grant and are the only parties entitled to enforce its terms.

**14.7 Assignment.** Subrecipient may not assign or transfer its interest in this Grant without the prior written consent of Agency.

**14.8 Merger.** This Grant and any exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant.

**14.9 Designation of Parties pursuant to 2 CFR 200 et.seq.**  
Beverly Beach Water District is determined to be a "subrecipient."  
Lincoln County ("Agency") is determined to be a "pass-through entity."

**14.10 Debarred or Suspended.** Subrecipient may not participate in this Grant in any capacity, or be a recipient of Grant Funds, if Subrecipient has been debarred or suspended or otherwise found to be ineligible for participation in federal assistance programs or activities.

**15. GRANT DOCUMENTS.** This Grant consists of the following documents, which are incorporated by this reference and are referred to as the "contract documents," or "grant documents:"

- This Grant
- Exhibit 1 the "Program"
- Exhibit 2 Federal Award Identification
- Exhibit 3 Application and Description of Project and Budget

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

On Behalf of Lincoln County:

On Behalf of Beverly Beach Water District:

\_\_\_\_\_  
Kaety Jacobson, LC BOC Commissioner

\_\_\_\_\_  
Tim Gross

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

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

Tax ID Number: 93-0634434

**EXHIBIT 1  
THE PROGRAM**

**A. REQUIREMENTS**

Subrecipient must:

1. Enter into written contracts with licensed, bonded contractors to perform the work of the Project as described in this grant agreement and Exhibit 3 herein. Subrecipient shall assure that all applicable Oregon laws are complied with regarding the bidding process, and regarding the required contract clauses for ARPA funded contracts and all requirements, based on other funding sources, to assure compliance with Federal Davis Bacon and Related Acts and the Oregon Bureau of Labor and Industries prevailing wage requirements.

2. Ensure that only licensed, bonded, subcontractors are used and that all applicable permits are obtained from the local government and all pertinent Oregon laws regarding public improvement contracting are properly and efficiently performed.

3. Costs associated with the project are to be tracked, invoiced, and paid under normal accounting principles, and records maintained as required in Section 4, below. Subrecipient shall file no less than quarterly reports to Agency showing:

3.1 Expenditures. The payee, the date of payment and amount shall be indicated, with a running total of all expenditures of the grant funding from Agency.

3.2 Any documentation which Agency's grant administrator may request.

4. Maintain records that document compliance with the requirements of this Grant, including accurate records in sufficient detail to permit Lincoln County to verify that Grant Funds were used only for Allowable Expenses. Subrecipient is subject to audit by Lincoln County and must, upon request, provide any information and supporting documentation requested by Lincoln County, provide access to property for which this application is submitted, and allow Subrecipient's staff to be interviewed in connection with this Grant and the use of funds received. Subrecipient shall maintain records for a minimum of 6 years, unless before the expiration of said time, an audit has commenced of ARPA funds, in which case, upon notice to Subrecipient, Subrecipient shall maintain records until such time as the audit is completed.

5. Ensure Grant Funds are used to supplement and not supplant other public funds. Grant Funds may not be used to pay for expenses that have been or will be reimbursed by public funds from any other source.

6. Subrecipient shall comply with 2 CFR 200 in all procurements and contracts for the purposes of this grant.

**B. ALLOWABLE EXPENSES**

Grant Funds may only be used for the following costs related to COVID-19, if the costs were incurred on or after January 31, 2020 and before the Grant's Expiration Date (the "Allowable Expenses"):

1. No grant funds shall be used for payroll cost.

2. Grant funds are expected to be used in the costs of the project and described in Section 3 of the Agreement and the subrecipient's plan and budget in the attached exhibits.



### **C. DISBURSEMENTS**

1. Grant Funds will be disbursed to subrecipient in one or more payments.
2. Agency reserves the right to reduce the amount of Grant Funds, including if Subrecipient's scope of work is modified during the term of the Grant. If applicable, Agency will direct Subrecipient on how to return Grant Funds.

### **D. FEDERAL PROVISIONS**

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

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

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

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

1.5 Pursuant to 2 CFR 200 Lincoln County has determined that Beverly Beach Water District is a Subrecipient.

1.6 Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant: N/A

1.7 Subrecipient is to comply with the following, also applicable to it's general contractor where applicable:

1.7.1 For all contracts, District and CM/GC shall comply with 2 CFR 200.321 and take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

1.7.2 For all contracts, District and CM/GC shall comply with 2 CFR 200.322 and to the extent consistent with law, where it should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

**1.7.3** For all contracts, District and CM/GC shall comply with 2 CFR 200.234 and perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications.

**1.7.4** For all contracts, District and CM/GC shall comply with 2 CFR 200.234 and negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed as required by this regulation.

**1.7.5** District and CM/GC must make available on request of Lincoln County, technical specifications on the proposed procurement documents, such as requests for proposed procurements where Lincoln County believes such review is needed. [2 CFR 200.325]

**1.7.6** District and CM/GC must make available on request of Lincoln County procurement documents, such as requests for proposals or invitations to bids, or independent cost estimates. [2 CFR 200.325]

**1.7.7** A contract shall not be awarded to parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. [2 CFR 180.220]

**EXHIBIT 2  
FEDERAL AWARD IDENTIFICATION  
(Required by 2 CFR 200.332(a)(1))**

(i) Subrecipient name: (must match name associated with UEI)	Beverly Beach Water District
(ii) Subrecipient's Unique Entity Identifier (UEI):	SAM: UG6EYWNRS3W1/6JS66
(iii) Federal Award Identification Number	SLFRP1290
(iv) Federal award date: (date of award to state by federal agency)	4/14/2021
(v) Grant period of performance: Start and end dates.	See page 2 of the Grant
(vi) Grant budget period: start and end dates	See page 2 of the Grant
(vii) Amount of federal funds obligated by this Grant	\$38,100.00
(viii) Total* amount of federal funds obligated to Subrecipient by pass-through entity**, including this Grant:	\$38,100.00
(ix) Total* amount of the federal award committed to Subrecipient	See (viii) above.
(x) Federal award project description.	ARP Act
b. name of pass-through entity:	Lincoln County
c. Contact information for awarding official of pass-through entity:	Name: Sandi Hollenbeck E-mail: shollenbeck@co.linc oln.or.us
(xii) Assistance listings number, title, and amount:	Number: 21.027  Title: CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS  Amount: \$9,704,533.00
(xiii) Is federal award research and development?	No.
(xiv) Indirect cost - de minimis rate use per sec 200.414	Yes.
<p>* The total amount is limited to the current county fiscal year (July 1 to June 30)  **The term "pass-through entity" refers to the Lincoln County.</p>	

Exhibit 3 - Beverly Beach Water District  
Application and Description of Project  
and Budget



## ARPA-\$398K Water, Sewer & Drainage Form

Row 6

<b>Name of District</b>	Beverly Beach Water District
<b>Date of Application</b>	06/13/24 2:03 PM
<b>Name of Person Filling Out This Form</b>	Marina Carr
<b>Tax ID Number</b>	93-0634434
<b>Board of Directors</b>	Tim Gross
<b>Date of Last Board Meeting</b>	05/15/24
<b>Your Email</b>	bbwd.office@gmail.com
<b>Your Phone Number</b>	+1 (541) 265-8083
<b>Good Standing with Oregon Financial Reporting?</b>	Yes
<b>Is your District a Financially Audited Entity?</b>	Yes

<b>Auditor and Date</b>	Grimstad & Associate/ June 30th, 2023
<b>Audit Accountant</b>	Bayvue Bookkeeping LLC/Marina Carr
<b>Number of households your District serves</b>	105.00
<b>Public Meeting Laws</b>	Yes
<b>Project Name</b>	Necessary improvements for the Beverly Beach Water District Transmission and Distribution of Drinking Water: Engineering Plans for Protecting Resiliency and Line Improvements
<b>Project Description</b>	<p>Background: The purpose of the Beverly Beach Water District (District) is to supply potable water to the people of the District, to develop, maintain and improve the District water system, and to arrange for financing and collection of monies for the District's activities. The District also has the purposes and powers set forth in ORS 264 and as otherwise set forth in Oregon Statutes pertaining to domestic water supply Districts. This District is managed by a Board, currently five members who each serve on a volunteer basis. The District's responsibilities include:</p> <ul style="list-style-type: none"> <li>Identify and secure appropriate water sources (Wade Creek) ensuring a sustainable supply.</li> <li>Conserve water during droughts or periods of water scarcity.</li> <li>Water quality testing to ensure treated water meets regulatory standards for safety and quality.</li> <li>Manage water pressure to ensure consistent supply to different areas within the district.</li> <li>Identify and repair leaks in the distribution system, reducing water losses.</li> <li>Obtain necessary permits and licenses to operate water supply and treatment facilities legally.</li> </ul> <p>The District draws and treats drinking water from Wade Creek, at the south end of the District. There are three critical aspects to the resiliency of the water treatment and distribution system: The Water Treatment Plant (WTP), the Water Storage Tank (Reservoir), and the pipelines to distribute water from the WTP to the Reservoir, then to residents. In the Beverly Beach District, a main distribution line feeds from the WTP to the reservoir located at higher elevation in the District's north end. The reservoir's elevation on the hill produces the necessary water pressure to deliver an average of approximately 15,000 gallons per day across nearly 140 connections in the District.</p> <p>The Needs:</p> <p>#1. The main pipeline of the District is an extremely vulnerable part of the system. For years, the District has identified the need for an additional water supply line to provide additional resilience within the drinking water transmission and distribution system. This need was especially clear in January 2024, when excessive precipitation led to a landslide at the east half of NE Beverly Drive just south of 121st Street. This event fractured the District's 6" watermain, which (a) feeds the District south of that location and (b) connects the water plant to the storage tank. The result was a shutdown of the watermain at the break, thus creating three simultaneous situations. (1) North of the break, enough water was in the storage tank to provide these north end residents some water pressure of potable water. (2) All residents south of the break had no water, and (3) The District was unable to feed the</p>

storage tank with water until the road and waterline could be repaired. Thanks to the rapid response of Water District Board President, Lincoln County Roads, Cedar Creek Quarries, and District Contractor Hiland Water, water was restored District-wide within 18 hours. The loss of water pressure during this emergency resulted in questionable water clarity and bacterial content as well as a temporary elevation of suspended iron and manganese.

This disruption could have been much worse, both in the number of impacted residents and length of water outages and compromised drinking water quality.

#2. In addition, the distribution lines to residences are due for flushing to remove residues, plus any repairs found during that process. Without such flushing and evaluations conducted in that process, residues will compromise water quality and small but necessary repairs may not be detected early.

Solutions:

#1, Main Pipeline: An additional water supply line from the Water Treatment Plant, at the District's south end, to the north-end located Water Storage Tank is an important and essential first step toward increasing the resilience of the Beverly Beach Drinking Water System. This improvement would protect system pressure during filter backwashing maintenance and provide redundancy in the

**Project Budget  
Explanation**

system during future emergencies, such as the January 2024 landslide event.

#2. Distribution lines: The District contracts with Hiland Water for maintaining the WTP and, as needed, its distribution points. The costs of line flushing and system evaluation and/or minimal line repairs are additional costs above basic service charges but necessary to protect system integrity and water quality.

This Proposal: To address the vulnerability of the main pipeline, we propose a two-part project, which could be performed by a single entity (hereafter, "Contractor").

Main Pipeline Part 1: Funding Opportunity Analysis to identify potential funding sources for the additional supply line project - - This initial analysis of funding landscapes will inform the detail needed in a Preliminary Engineering Report. For example, agencies have different requirements (e.g., Life-Cycle Cost evaluations, minimum number of alternatives to be evaluated, extent of environmental and archaeological assessments).

Main Pipeline Part 2: A Preliminary Engineering Report for this water transmission and distribution improvement project, which will provide longer-term protection of drinking water to District residents - - Once completed, this Report will provide crucial information about scope, costs, and other project details for the District to pursue a future grant opportunity to install the additional water supply line. The scope of work may include:

Develop and review the 20-year projected flow rates for the Beverly Beach Water System. Flow rates will be used for consideration of sizing the water line.

Provide hydraulic modeling and sizing of the water line from the Water Treatment Plant (WTP) to the existing treated water reservoir.

Evaluate the water line sizing for use as a chlorine contact time between the existing WTP and the treated water reservoir. Provide recommended alternatives.

Identify new water line route and alternatives.

Provide evaluation of pipe types for the new water line. The pipe type evaluation should include PVC, restrained joint PVC, Ductile Iron, and Ductile Iron Restrained Joint PVC and all evaluations shall include cost, life expectancy, life cycle costs, and seismic resiliency considerations.

Identify permitting and regulatory requirements that will be required for the preferred alternative.

Provide project cost estimates including engineering design, bidding, construction administration, and construction costs for the top

alternatives evaluated.

Other details deemed necessary to provide information for future proposals to the identified agencies in Part 1.

Provide a written technical memorandum report outlining the analysis and findings of the water line preliminary engineering analysis. Include figures and cost estimates as outlined above in the appendix of the technical memorandum.

For the flushing and distribution line evaluation, the District proposes to use Hiland Water (with whom the District already contracts for maintaining the WTP and performing repairs). This work would happen in summer 2024.

**Project Budget Explanation**

The majority of this project budget is focused on addressing the Main Pipeline vulnerability, which would engage a third-party, qualified Contractor identified through a competitive bid process to research and produce an engineering report.

Funding Opportunity Analysis and Engineering Report: We propose \$30,000, based on current market estimates available from a similar scope of work in a nearby water district. Of this amount, \$5,000 is for the Funding Opportunity Analysis to inform the detailed scope of the Engineering Report (\$25,000). Per District, State, and Federal guidance and rules, the District shall perform a competitive sourcing process in which bids are publicly solicited and a contract is awarded to a responsible and qualified bidder. The request for proposals will be publicized and identify all evaluation factors and relative importance. Accounting Services: We propose \$3,600 for Bev

**Total Project Budget** \$38,100.00

**Requested \$** \$38,100.00

**Application Approved**





**Awarded \$**

**Application Status**

**Award Approval Status**

**Notes**

 **Attachments**

-  [04-17-2024 meeting minutes.pdf \(27k\)](#) (Row 6)
-  [BBWD Draft BBWD FY25-June 13 2024 \(1\).xlsx - Google Sheets.pdf \(140k\)](#) (Row 6)
-  [Final Accountant's Review Report.pdf \(709k\)](#) (Row 6)
-  [Final Summary of Revenues and Expenditures.pdf \(482k\)](#) (Row 6)

[View in Smartsheet](#)

**From:** JOHNSON Laura J \* DEQ <Laura.JJOHNSON@deq.oregon.gov>  
**Sent:** Tuesday, September 17, 2024 3:27 PM  
**To:** Tim Gross  
**Cc:** tgross@beverlybeachwaterdistrict.org  
**Subject:** Drinking Water Protection Program Resources & Introduction

Hi, Tim-

I recently met with board members from the Otter Rock Water District, and I mentioned in the meeting that I had been attempting to get ahold of board members with Beverly Beach Water District but having trouble getting through. And... they said... you should try contacting Tim at his Civil West email address!

So – I am going to give it a try!

Here is the pitch: My name is Laura Johnson, and I am a Drinking Water Protection specialist with the Department of Environmental Quality’s Drinking Water Protection Program. I am reaching out today first to introduce myself as a potential resource and asset for your water system. I am available to provide free technical assistance to support any drinking water protection goals or projects that are of interest, including help in developing project ideas, making connections with partners, and putting together grant applications to secure funding.

Also- our program helps stand up drinking water protection workshops on the coast, and our next round is coming up in October. The primary audience for these workshops is drinking water providers (operators, superintendents, board members, public works directors and/or city managers for cities, etc.) but others attend including technical assistance partners (land trust organizations, soil and water conservation districts, watershed councils, state/federal agency partners, private forestry representatives, etc.). This next round of workshops will be focusing entirely on forestry in coastal drinking watersheds, and it would be great if yourself or someone else (somebodies else... bring who you want!) with the Beverly Beach Water District were able to attend. I am going to bombard your email inbox one more time after I hit send on this one with information about the workshop (Save the Date + agenda/speakers).

Feel free to reply to this email, give me a call or text – whatever! It would be great to talk with you more about all things drinking water protection!

In gratitude,

Laura Johnson



**Laura Johnson (she/her)**  
**Drinking Water Protection Specialist | (503) 803-2839**  
Oregon Department of Environmental Quality Water Quality Division

Please note that the Drinking Water Protection Website has changed!  
Visit <https://www.oregon.gov/deq/wq/dwp/Pages/default.aspx> and update your bookmarks.



**tegross144@gmail.com**

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**From:** JOHNSON Laura J \* DEQ <Laura.J.JOHNSON@deq.oregon.gov>  
**Sent:** Tuesday, September 17, 2024 3:29 PM  
**To:** tgross@civilwest.net  
**Cc:** tgross@beverlybeachwaterdistrict.org  
**Subject:** Save the Date - October 2024 Coastal Partnerships for Drinking Water Protection Workshop Series  
**Attachments:** draft\_ParticipantsAgenda\_oct2024.docx

Tim- Here is the follow up information about the upcoming workshop happening in Newport on 10/16. The Participants Agenda for the workshop is attached – you can check out the presenter line up and schedule of happenings. Let me know your thoughts! - Laura

---

**From:** Drinking Water Protection \* DEQ <Drinkingwater.Protection@deq.oregon.gov>  
**Sent:** Thursday, August 15, 2024 9:15 AM  
**To:** LEIDEL Alyssa \* DEQ <Alyssa.LEIDEL@deq.oregon.gov>  
**Subject:** Save the Date - October 2024 Coastal Partnerships for Drinking Water Protection Workshop Series

Good morning,

The Oregon Department of Environmental Quality and Oregon Health Authority invite you to **Save the Date** for the upcoming workshop series - Coastal Partnerships for Drinking Water Protection: *How to Increase Resiliency with Land Conservation*. These half-day workshops will be presented both in-person and virtually as part of an ongoing series designed to support coastal communities of Oregon with source water protection activities. **Please register for the workshop nearest to you by scanning or clicking on the QR code below or accessing this link: <https://forms.office.com/g/xAYbxqtt2A>.**

Please be sure to add your chosen workshop day(s) to your calendars. We will be sending additional instructions to registered attendees including meeting links and directions to the venue(s) in the upcoming weeks.



# SAVE

## Coastal Partnerships *A Source Water Protection Program* *How to Increase Resilience*

**Join the workshop nearest to you:**

### **North Coast**

**Tuesday, October 15, 2024**

**11:30 am to 4:30 pm**

Officer's Mess Hall

Port of Tillamook Bay

### **Mid-Coast**

**Wednesday, October 16, 2024**

**11:30 am to 4:30 pm**

Oregon Coast Community College

Newport Campus

### **South Coast**

**Thursday, October 17, 2024**

**11:30 am to 4:30 pm**

Port Orford Public Library

These workshops are designed for drinking water providers, local government managers, and funding partners.

### **These workshops will include:**

- Engagement with industry experts on source water protection and forest stewardship.
- Opportunity to learn from fellow coastal communities about their successes and challenges.
- Receive support identifying and accessing funding.
- 0.4 Drinking Water Continuing Education Units
- Lunch is provided with registration.



If you have any questions or would like more information, please visit [DEQ's Drinking Water Protection Workshop](#), reply to this email, or contact Alyssa Leidel by email [alyssa.leidel@deq.oregon.gov](mailto:alyssa.leidel@deq.oregon.gov) or phone (971) 258-6453.

We look forward to seeing you this October!

Thank you,  
Oregon Coast Source Water Protection Workshop Planning Team

Alyssa Leidel (she/her) [Why Share Pronouns?](#)  
Drinking Water Protection Specialist  
700 NE Multnomah | Portland, OR 97232  
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<https://www.oregon.gov/deq/wq/programs/Pages/dwp>

To report a spill or release of oil or hazardous materials, notify OERS at 800-452-0311.



# Participant's Agenda

## Coastal Partnerships for Drinking Water Protection Workshop

**Tuesday, October 15, 2024: Tillamook - Officer's Mess Hall**

**Wednesday, October 16, 2024: Newport - Oregon Coast Community College**

**Thursday, October 17, 2024: Port Orford - Port Orford Public Library**

Time	Activity	Topic	Speakers
11:00 am - 11:30 am	Sign-in	Coffee and Lunch	
11:30 am - 12:00 pm	Welcome	Overview and Introductions	DEQ
12:00 pm - 1:10 pm	Information Session	<ul style="list-style-type: none"> <li>• Forest Practices Act and Drinking Water Protection</li> <li>• Forest Stewardship for Drinking Water Protection</li> <li>• Panel Discussion</li> </ul>	ODF DEQ ODF, DEQ
1:10 pm - 1:30 pm	Break		
1:30 pm - 2:40 pm	Information Session	<ul style="list-style-type: none"> <li>• Community-Led Forest Conservation</li> <li>• Managing Forested Drinking Watersheds</li> <li>• Panel Discussion</li> </ul>	Sustainable Northwest Trout Mountain Sustainable Northwest, Trout Mountain
2:40 pm - 3:00 pm	Break		
3:00 pm - 3:20 pm	Funding Announcement	Drinking Water Source Protection Grant	OWEB
3:20 pm - 4:20 pm	Group Breakout	Small Group Discussion	DEQ, Participants
4:20 pm - 4:30 pm	Closing	Community Updates, Concluding Remarks, and Feedback Survey	DEQ, Participants

DEQ – Department of Environmental Quality  
ODF - Oregon Department of Forestry  
COLT – Coalition of Oregon Land Trusts

OWEB – Oregon Watershed Enhancement Board  
EDALC – Economic Development Alliance of Lincoln County



**tegross144@gmail.com**

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**From:** JOHNSON Laura J \* DEQ <Laura.JJOHNSON@deq.oregon.gov>  
**Sent:** Friday, September 6, 2024 12:01 PM  
**To:** bbwd.office@gmail.com  
**Cc:** tgross@beverlybeachwaterdistrict.org; kholloway@beverlybeachwaterdistrict.org; lnelson@beverlybeachwaterdistrict.org; milligankristen@gmail.com; Newberg.l.g@gmail.com  
**Subject:** Outreach & Free Technical Assistance for Drinking Water Protection

Hi, Beverly Beach Water District folks-

My name is Laura Johnson, and I am a Drinking Water Protection specialist with the Department of Environmental Quality's Drinking Water Protection Program. I am reaching out today first to introduce myself as a potential resource and asset for your water system. I am available to provide free technical assistance to support any drinking water protection goals or projects that are of interest, including help in developing project ideas, making connections with partners, and putting together grant applications to secure funding.

I would like to schedule a follow up conversation to talk more about your public water system and to discuss what actions your water system may have already taken (or would like to take in the future) to safeguard your drinking water source. I recognize that a small water system like yours has limited staff and volunteer leadership, and I am hopeful that you all may be able to direct me to the best representative – this may be board members for the water district.

**I am going to be in the area next week on Thursday/Friday September 12<sup>th</sup> and 13<sup>th</sup> and was curious whether anyone may be available and interested to meet in person to talk more.** The purpose of an in-person meeting would be to establish a connection with a free technical assistance contact (me!) and so that we can chat more about drinking water protection strategies and potential funding opportunities to get good work done.

I appreciate your time in reading and responding to this email. As appropriate, kindly refer me to any other contact at the water system who would be a good fit to continue this conversation.

Sincerely,

Laura Johnson



**Laura Johnson (she/her)**  
**Drinking Water Protection Specialist | (503) 803-2839**  
Oregon Department of Environmental Quality Water Quality Division

Please note that the Drinking Water Protection Website has changed!  
Visit <https://www.oregon.gov/deq/wq/dwp/Pages/default.aspx> and update your bookmarks.